

# **New Albany Planning Commission Agenda**

Monday, July 19, 2021 7:00pm

Members of the public can attend the meeting in person at New Albany Village Hall at 99 West Main Street or via Zoom Webinar from your computer, tablet or smartphone.

Join this meeting on your computer, tablet or smartphone.

https://us02web.zoom.us/j/83826792496 Or dial in using your phone: 646-558-8656 Access Code/ Webinar ID: 838-2679-2496

Information and directions for logging into this meeting can be found at www.newalbanyohio.org

- I. Call To Order
- II. Roll Call
- **III.** Action of Minutes: June 21, 2021
- IV. Additions or Corrections to Agenda

Swear in All Witnesses/Applicants/Staff whom plan to speak regarding an application on tonight's agenda. "Do you swear to tell the truth and nothing but the truth".

- V. Hearing of Visitors for Items Not on Tonight's Agenda
- VII. Cases:

#### FDP-64-2021 Final Development Plan

Final Development Plan for a new Verizon Wireless data center located on the east side of Souder Road (PID: 222-004464-00).

**Applicant: Foresite Group, LLC** 

Motion of Acceptance of staff reports and related documents into the record for FDP-64-2021.

Motion of approval for application FDP-64-2021 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.

#### FPL-66-2021 Final Plat

Final plat for the dedication of public right-of-way for Ganton Parkway East Phase II located on the east side of Beech Road and south of Worthington Road.

**Applicant: City of New Albany** 

Motion of Acceptance of staff reports and related documents into the record for FPL-66-2021.

Motion of approval for application FPL-66-2021 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.

- VIII. Other Business
- IX. Poll members for comment
- X. Adjournment



Planning Commission met in regular session in the Council Chambers at Village Hall, 99 W. Main Street and was called to order by Planning Commission Chair Mr. Neil Kirby at 7:05 p.m.

Those answering roll call:

Mr. Neil Kirby, Chair Present

Mr. Brad Shockey Present (7:50 p.m.)

Mr. David Wallace Present
Mr. Hans Schell Present
Ms. Andrea Wiltrout Present
Mr. Matt Shull (Council liaison) Present

(Mr. Kirby, Mr. Shockey, Mr. Schell, and Mr. Shull present via Zoom.com).

Staff members present: Steven Mayer, Development Services Coordinator; Chris Christian, Planner; Mitch Banchefsky, City Attorney (via Zoom.com); Jay Herskowitz for Ed Ferris, City Engineer (via Zoom.com); and Josie Taylor, Clerk (via Zoom.com).

Moved by Mr. Wallace, seconded by Ms. Wiltrout to approve the May 17, 2021 meeting minutes. Upon roll call: Mr. Wallace, yea; Ms. Wiltrout, yea; Mr. Schell, yea; Mr. Kirby, yea. Yea, 4; Nay, 0; Abstain, 0. Motion passed by a 4-0 vote.

Mr. Kirby asked if there were any additions or corrections to the Agenda.

Mr. Christian stated none from staff.

Mr. Kirby noted all who would be speaking before the Planning Commission (hereafter, "PC") this evening would be sworn to tell the truth and nothing but the truth on a per case basis.

Mr. Christian reviewed the process on how to speak on the Zoom meeting if anyone wanted to participate.

Mr. Kirby asked if there were any persons wishing to speak on items not on tonight's Agenda. (No response.)

# FDP-49-2021 Final Development Plan

Final Development Plan for a 36-lot residential subdivision on 29.87 acres generally located south of Brandon Road, east and west of Lambton Park Road and north of Eryehall Pass (PID: 222-004458).

Applicant: The New Albany Company LLC c/o Aaron Underhill, Esq.

Mr. Christian presented the staff report.

Mr. Mike Barker, Deputy Director City of New Albany Public Works Department, discussed the engineering of the roads and determinations of safety in the proposed application for pedestrians and traffic.

Mr. Kirby asked if there was any engineering on this application.

Mr. Jay Herskowitz stated they had the same comments as Mr. Christian regarding the maintenance responsibility for the reserves. Mr. Herskowitz stated there were discrepancies in the representations of street typical sections and how that information was represented in plan view. Mr. Herskowitz stated the note regarding RCC could be removed. Mr. Herskowitz noted final comment would be reserved until the detailed construction plans became available.

Mr. Kirby asked to hear from the applicant and swore those who would be speaking on the application to tell the truth.

Mr. Tom Rubey swore to tell the truth.

Mr. Tom Rubey, New Albany Company, LLC., stated the applicant agreed to all seven (7) conditions and highlighted changes on the project since the last discussion with the PC. Mr. Rubey noted safety measures taken on the project.

Mr. Kirby asked if there would be a pedestrian path on the east side of Head of Pond Road.

Mr. Rubey asked staff to zoom into the area on the screen so he could respond to Mr. Kirby's question.

Mr. Christian presented the image.

Mr. Rubey stated they would be extending trail connections on the east and west sides of Head of Pond Road across Lambton Park Road. Mr. Rubey stated there would be a change in pavement for the area, new lights, and pedestrian crossing signs would be added.

Mr. Kirby asked if there would not be a northbound connection from the intersection to the cart crossing where the lots began.

Mr. Rubey stated that was right, they had looked at that but with heavy trees they would see what they could do.

Mr. Kirby stated the existing streets were okay for bikes but a pedestrian connection would be preferred if possible.

Mr. Rubey stated they could figure it out once they got the streets in place.

Mr. Kirby stated he thought they were then in agreement regarding what condition 3 meant.

Mr. Kirby asked how Lot 3 and Lot 4 addressed the streets

Mr. Rubey stated Lots 3 and 4 were the largest lots and their driveways intersected the public road. Mr. Rubey stated he believed they would be oriented in an east/west position. Mr. Rubey stated he believed the front doors on these homes would not face the road.

Mr. Kirby stated there was room to do that on these lots as they were 1.3 and 1.4 acres.

Mr. Rubey stated right, and the pond could even be increased to be a unique feature.

Mr. Kirby stated the sequence of Lot 2, Lot 3, Lot 33 and then the corner should be maintained to create a gorgeous street.

Mr. Rubey stated yes and noted this street had a pond modeled on the pond at Ealy Crossing and would have overlooks.

Ms. Wiltrout asked what was considered in the traffic study, what those factors meant, and what touch points would have made the decision go in a different direction.

Mr. Barker stated he would defer to Mr. Samuelson, but low traffic volume was key here.

Mr. Dave Samuelson, Senior Traffic Engineer with E.P. Ferris, stated sight distance and the intersection's design would be two key factors for an all way stop.

Ms. Wiltrout stated that when they discussed traffic they were using the existing Baughman Grant and Head of Pond Roads and asked if the roads' character were changed, how would they account for that in their analysis.

Mr. Samuelson stated volume did come into play if adding a four way stop, but the type of development being considered and the character of the area suggested it would not come close to meeting the warrants in terms of volume.

Ms. Wiltrout asked what the numbers were with this study and what kind of numbers would trigger a four way stop.

Mr. Samuelson stated the studies looked at an eight (8) hour period that needed to meet certain thresholds. Mr. Barker stated a major street would need 300 vehicles per hour and a side street would need 200 vehicles per hour during an eight (8) hour period, so a total of 500 vehicles per hour for an eight (8) hour period at the intersection.

Ms. Wiltrout asked what the totals were in this study.

Mr. Samuelson stated about 140 was the highest volume on Lambton Park Road and forty (40) or so was the highest volume on Head of Pond Road.

Ms. Wiltrout asked if they had looked at Baughman Grant.

Mr. Samuelson stated no, but they would be happy to continue to monitor and at such time as a warrant would be met they could implement a four way stop.

Ms. Wiltrout asked if that would be a year from now or could a homeowner that noticed an increase in traffic request an additional study.

Mr. Barker stated they could commit at one (1) year after development to do a pro-active count but certainly phone calls to the Public Service Department could also have it monitored.

Ms. Wiltrout stated she the applicant had changed the materials in the road. Ms. Wiltrout asked the applicant about other changes on those roads.

Mr. Rubey asked which roads.

Ms. Wiltrout stated the intersections, how were the intersections changed since the last discussion.

Mr. Rubey stated crosswalks, two light poles, narrower streets, and no parking was added as well as gates that would suggest a privatized intersection and discourage through movement.

Mr. Kirby asked if the intersection at Reserve F had a full stop.

Mr. Rubey stated yes.

Mr. Kirby stated a full stop would go a long way.

Ms. Wiltrout asked if the gates would be functional or conceptual.

Mr. Rubey stated they would be conceptual and always remain open.

Ms. Wiltrout stated okay.

Mr. Schell thanked the applicant for listening to the residents' comments from the prior meeting. Mr. Schell asked about the size of these roads and where the no parking requirements would be.

Mr. Rubey stated the no parking would apply to the neck at the Head of Pond Road extension and also to the roads on the north and southeast corner. Mr. Rubey stated the balance would accommodate on street parking on one (1) side.

Mr. Shockey asked if cross walks would be on both sides of the street.

Mr. Rubey stated both sides.

Mr. Kirby asked if members of the public had any comments.

Mr. Jess McCarter, a resident, stated he appreciated the work done. Mr. McCarter noted he appreciated adding the gates, but noted that the gates on Wiveliscombe were a hazard as they could not be seen around and there was not foot path there. Mr. McCarter asked that sight lines should be considered on the proposed gates and a pedestrian path behind the gates should be added for safety. Mr. McCarter stated the other additions were great. Mr. McCarter asked if there had been a discussion of extending the rough hewn pavement to the entire intersection to slow all traffic.

Mr. Rubey stated it was an interesting idea and could make sense later on if this became a four way stop, but had not been proposed at this time.

Mr. McCarter stated it might alleviate residents' concerns as it was difficult to see clearly through this intersection.

Mr. Kirby asked to share his screen and showed an image of the gates at Wiveliscombe.

Mr. Rubey stated he agreed they could be improved but thought this was the right tool.

Mr. McCarter stated it went to his point, one could not see around the gates. Mr. McCarter said the gates slowed traffic, but a walkway was needed for pedestrians and better visibility was also needed.

Mr. Rubey discussed the initial thoughts on the gates and ways to increase visibility.

Ms. Sarah Feasel, a resident in the community, stated her comments were similar to those of Mr. McCarter. Ms. Feasel asked if the grading of the path and road on Lambton Park Road would be changed.

Mr. Rubey stated yes, the grading would be changed so that the grade was lowered and closer to the grade at Lambton Park Road with a slight incline on the trail going east to west.

Ms. Feasel stated she liked the gates and noted a four-way stop would be good for all. Ms. Feasel noted the traffic study on June 3 was conducted on a rainy day which could have decreased traffic for vehicles and pedestrians.

Mr. JT Thurston, a resident in the community, stated the proposal looked great and asked what its impact would be on the schools.

Mr. Underhill stated the project would be very lucrative for the school district and noted it would produce about two (2) times the revenue needed to pay for the students it produced.

Mr. Rubey stated the original zoning for this was 88 units and they were only putting in 36 units.

Mr. Thurston asked how many students would be added to the community.

Mr. Underhill stated the standard was that, on average, 8 students would be added per single family home, so a total of 27 or 28 students for these 36 units.

Mr. Thurston stated the class size at the elementary school level was now approximately 25 children while the National Education Associated recommended the ideal number should be 15 students. Mr. Thurston stated the reality could differ from what the research said.

Mr. Kirby stated there was a comment in the Zoom chat from Ms. Feasel. Mr. Kirby read that Ms. Feasel stated she thanked the applicant for their continued consideration of the publics' requests; pulling the walking trail through from Lambton Park Road would be great and potentially closing the gates; and no stone if there would not be stone homes in the development.

Moved by Mr. Kirby to accept the staff reports and related documents into the record for FDP-49-2021, seconded by Ms. Wiltrout. Upon roll call vote: Mr. Kirby, yea; Ms. Wiltrout, yea; Mr. Schell, yea; Mr. Wallace, yea: Mr. Shockey, yea. Yea, 5; Nay, 0; Abstain, 0. Motion passed by a 5-0 vote.

Moved by Mr. Schell to approve application FDP-49-2021 based on the findings in the staff report, with the seven (7) conditions listed in the staff report, seconded by Mr. Kirby. Upon roll call: Mr. Schell, yea; Mr. Kirby, yea; Mr. Shockey, yea; Mr. Wallace, yea; Ms. Wiltrout, yea. Yea, 5; Nay, 0; Abstain, 0. Motion passed by a 5-0 vote.

#### FPL-61-2021 Final Plat

Final plat for a 36-lot residential subdivision on 29.87 acres generally located south of Brandon Road, east and west of Lambton Park Road and north of Eryehall Pass (PID: 222-004458). Applicant: The New Albany Company LLC c/o Aaron Underhill, Esq

Mr. Christian presented the staff report and noted additional conditions of approval.

Mr. Kirby asked if there was any engineering on this.

Mr. Herskowitz stated that since the initial review of the plat they had received hard copy documentation that all Army Corps of Engineer permits had been received in accord with Code §1187 and stated they would like one more opportunity to comment on the plat after detailed construction plans became available.

Mr. Kirby asked to hear from the applicant.

Mr. Rubey stated the applicant agreed to all conditions in the staff report. Mr. Rubey stated the applicant wanted to redesign the intersection at the northeast corner, with the pork chop landscape in the middle, so it would be more of a 90 degree angle intersection without the pork chop.

Mr. Kirby asked if that was Reserve F.

Mr. Rubey stated yes.

Mr. Kirby stated that if any members of the public wished to speak they could use the raise your hand button. (No response.)

Mr. Kirby asked if the right-of-way or the lots in the upper 20s, such as Lots 26 or 27, would be affected.

Mr. Rubey stated it would be more of a traditional intersection and the lot sizes would not change. Mr. Rubey stated the frontages might shift slightly, but it would be more visually appealing on the street.

Mr. Kirby asked if it would be a T intersection with 90 degree legs on the T.

Mr. Rubey stated exactly.

Mr. Kirby stated that Lot 25, instead of being partly angled as it addressed Head of Pond Road, would be side loaded to Baughman Grant.

Mr. Rubey stated the cul-de-sac at the northeast corner was intended to be for empty nesters.

Mr. Rubey stated having a clearer demarcation of where that started and stoped was preferred.

Mr. Rubey stated Lot 26 would not be part of Baughman Grant Road and Lot 25 would front on Head of Pond Court as part of that empty nester neighborhood.

Mr. Kirby stated that if the right-of-way was going away, then the lots would expand slightly.

Mr. Rubey stated yes.

Mr. Kirby asked if staff would want that to be subject to staff approval.

Mr. Mayer stated yes.

Moved by Mr. Kirby to accept the staff reports and related documents into the record for FPL-61-2021, seconded by Ms. Wiltrout. Upon roll call vote: Mr. Kirby, yea; Ms. Wiltrout, yea; Mr. Schell, yea; Mr. Wallace, yea: Mr. Shockey, yea. Yea, 5; Nay, 0; Abstain, 0. Motion passed by a 5-0 vote.

Moved by Ms. Wiltrout to approve application FPL-61-2021 based on the findings in the staff report, with the following conditions:

- 1. Reserves A, B, C, E, F and G totaling 1.48 +/- acres be owned by the city and maintained by the HOA in perpetuity;
- 2. Reserve D totaling 4.8 +/- acres be owned maintained by the HOA in perpetuity;
- 3. The plat is revised to show the centerline of Head of Pond Drive and Head of Pond Road be aligned subject to staff approval;
- 4. The city engineer comments must be addressed, subject to staff approval;
- 5. Approval of the final plat is contingent upon the approval of the final development plan for this development;
- 6. A note be added to the plat to outline the intent and purpose of the 20 foot landscape and maintenance private easement, subject to staff approval;
- 7. The rework of Reserve F will be subject to staff approval; seconded by Mr. Kirby. Upon roll call: Ms. Wiltrout, yea; Mr. Kirby, yea; Mr. Shockey, yea; Mr. Wallace, yea; Mr. Schell, yea. Yea, 5; Nay, 0; Abstain, 0. Motion passed by a 5-0 vote.

# **ZC-43-2021 Zoning Amendment**

Rezoning of 30.6 +/-acres from R-1 to Infill-Planned Unit Development (I-PUD) generally located at the southwest and southeast corners of the New Albany Condit Road and Central College Road intersection for an area to be known as the "NoNA Zoning District."

**Applicant: NoNA Master Development LLC** 

- Mr. Christian presented the staff report.
- Mr. Kirby asked if there was any engineering on this application.
- Mr. Herskowitz stated he agreed with staff that during the Final Development Plan (hereafter, "FDP") they would need to strictly adhere to the floodplain Code.
- Mr. Kirby called for a brief break until 9:00 p.m.
- Mr. Christian swore the following parties: Mr. Justin Leyda, Mr. Yaromir Steiner, Mr. Drew Laurent, Mr. Mike Workosky, Mr. Brian Quackenbush, and Mr. Jeffrey Pongonis, to tell the truth and nothing but the truth.
- Mr. Kirby asked the applicant to speak.
- Mr. Aaron Underhill, for the applicant, discussed the project.
- Mr. Justin Leyda, Steiner & Associates, showed a presentation on the screen and discussed issues or questions raised during prior meetings.
- Mr. Jeff Pongonis, MKSK, described the look and feel of the stream corridor.
- Mr. Leyda spoke about detention on the stream corridor.
- Mr. Brian Quackenbush, EMH&T discussed how the locations were selected and the developing storm water design at this time.
- Mr. Leyda discussed action items to be completed prior to the FDP.

Mr. Bryan Stone, Steiner & Associates, responded to staff's comments and conditions in the staff report.

Mr. Kirby asked Mr. Stone if he had touched on number 3.

Mr. Stone stated the applicant asked if they could commit to installing sidewalks on the south end of the proposed road if and when it was connected to New Albany Road East.

Mr. Kirby asked staff to comment on Mr. Stone's statement.

Mr. Mayer stated staff supported the request to delay the installation of the leisure path until the road was connected.

Mr. Kirby stated there were conflicts between the documents to be brought into the record and asked how they would be resolved.

Mr. Mayer stated the sub area plan would be the ruling document.

Mr. Kirby asked if the PC could have a hard limit on what the term "limited" meant in terms of mowing on the understory.

Mr. Pongonis stated it was early now but they could define the term. Mr. Pongonis stated the intent was to preserve what was there and provide a naturalized landscape.

Mr. Leyda stated he agreed.

Mr. Kirby asked if they would commit to working out the language for limited mowing subject to staff approval.

Mr. Leyda stated yes.

Mr. Steiner stated there would be less mowing then there is today and the goal was that it would be as natural as possible.

Mr. Pongonis stated there might be some mowing on the shoulders but they agreed.

Mr. Kirby asked if native plants would stay in the understory.

Mr. Pongonis stated yes.

Mr. Steiner stated they wanted to remove the non-native species.

Mr. Pongonis stated he agreed.

Mr. Kirby stated he would prefer there not be detention or retention in the preservation zone.

Mr. Kirby stated the PUD text did not have page numbers. Mr. Kirby stated there were numerous paragraphs in the sub-area text that did not exist in all sub-areas, such as landscape.

Mr. Kirby asked what that would default to.

Mr. Underhill stated that if they had not addressed something the intent was to default to Code.

Mr. Kirby asked staff if they were comfortable with that.

Mr. Mayer stated staff was comfortable with that and this would be evaluated at the time of the FDP by staff and the PC and the applicant would also provide a master landscape plan that would be reviewed.

- Mr. Kirby asked for a definition of the term "green features" found under section C. II. 4.
- Mr. Stone stated be believed the intent was to allow for green roofs.
- Mr. Kirby asked if they could delineate what was not currently allowed.
- Mr. Stone stated they would work with the City on that.
- Mr. Kirby stated the solar panel language was very good.
- Mr. Leyda stated thank you.
- Mr. Kirby asked for a discussion regarding how many hamlets there would be and where they would be.
- Mr. Stone stated there were only two (2) hamlets, one was NoNA and the other was in the five (5) points area.
- Mr. Leyda stated he agreed.
- Mr. Steiner stated there were only two (2) hamlets.
- Mr. Kirby asked staff if that was what the Strategic Plan had.
- Mr. Mayer stated that was what the Strategic Plan contained and indicated the Strategic Plan was being shown on the screen at this time.
- Mr. Kirby asked why other hamlets could not be built elsewhere.
- Mr. Mayer stated the hamlets were site specific areas cited in the Strategic Plan and had been chosen and evaluated through a public process.
- Mr. Kirby stated this project was really dense and may be the most dense zoned in the Village.
- Mr. Underhill stated that could be true but noted that other areas in the City might exceed this.
- Mr. Kirby stated they needed to get this right and it needed to be the right size. Mr. Kirby asked when a hamlet would be too big.
- Mr. Steiner stated it was not a question of size but whether the public space made it valuable and a good neighbor to all. Mr. Steiner stated a magic number did not exist.
- Mr. Kirby stated this was a holistic design.
- Mr. Leyda stated there was a sweet spot between the development and density.
- Mr. Stone stated density of this type was responsive to demographic trends.

Mr. Steiner stated that from an economic standpoint this was the kind of place that would attract the new generation.

Mr. Kirby stated it addressed demographics quite well. Mr. Kirby asked if, given accessibility, they would not want to go north of Central College.

Mr. Stone stated that was correct.

Mr. Kirby asked the applicant what they would add if they acquired control of the notch on SR 605.

Mr. Leyda stated it would be residential, likely townhomes.

Mr. Kirby asked if it would address what was directly south and west of it.

Mr. Leyda stated yes but it might be a little less organic.

Ms. Wiltrout asked to see the slide on different developments and the comparable numbers again.

Mr. Leyda put the slide on the screen.

Ms. Wiltrout asked for a discussion on the restrictions for the Millennial/Active Adult Apartments.

Mr. Leyda stated they were focusing on a smaller unit type with a single bedroom with a maximum of eight (8) units having three (3) bedrooms.

Mr. Underhill stated 40% would be two (2) bedroom units.

Ms. Wiltrout asked how the comparable apartments compared to the proposed apartments.

Mr. Leyda stated they were similar but they had more three (3) and two (2) bedroom units.

Ms. Wiltrout asked how well the one (1) bedroom units would sell.

Mr. Steiner stated many could not afford two (2) bedroom units and there was a big demand for one (1) bedroom units as long as priced in the \$1200 to \$1500 range.

Ms. Wiltrout asked what two (2) bedroom units would be priced at.

Mr. Steiner stated they were about two (2) or three (3) years away from pricing, but close to \$1800 to \$2000, although rental demand was increasing.

Mr. Schell stated there was a concern that while there might be a benefit to schools financially they still had to consider space planning for school and he was concerned about the number of students. Mr. Schell stated this was beautifully planned and well thought out.

Mr. Leyda stated their final projection would be a net gain of about 35 students.

- Mr. Wallace stated page 5 spoke about height at the bottom of the page and indicated four (4) stories were 53 feet but subsection D, subarea 5 said just 55 feet and asked if there were stories for that designation.
- Mr. Stone asked where he was referencing.
- Mr. Wallace stated subsection D, subparagraph 5. Mr. Wallace stated it said 55 feet but did not designate stories and noted stories were also not stated in subsection A.
- Mr. Stone stated subarea 5 related to the assisted living and was approximate for other nearby area heights.
- Mr. Steiner stated they were against the fence.
- Mr. Wallace asked if on page 6 the reference to exterior doors was for fire doors.
- Mr. Stone asked for the subsection reference.
- Mr. Wallace stated II.C.9.
- Mr. Stone stated he believed it referred to exterior doors.
- Mr. Underhill stated the intent was for them to be fire doors not primary entry points. Mr. Underhill asked if this was subarea 5.
- Mr. Kirby stated it was II.
- Mr. Stone stated it was Architectural Elements, item 9 at the bottom of the page.
- Mr. Kirby stated it read as if it applied to residential.
- Mr. Wallace stated right.
- Mr. Stone stated it seemed the intent was for them not to be entry type doors.
- Mr. Kirby stated the language needed to be cleaned up.
- Mr. Wallace asked if the FDP would be for each subarea separately or all together.
- Mr. Stone stated it would all be together.
- Mr. Wallace asked for an explanation of the language regarding architectural elements to encourage pedestrian activity in section 11's second sentence.
- Mr. Leyda stated they committed to having an architectural feature or element that encouraged pedestrian access which fronted on the street.
- Mr. Mayer stated that was at staff suggestion.
- Mr. Wallace stated he had not understood the pedestrian activity but it made sense.
- Mr. Mayer stated it would encourage vibrancy or activity if you were walking on the street.

Mr. Wallace stated it was strange language.

Mr. Mayer stated they could update and clarify it.

Mr. Wallace asked if the definition of a nano brewery was well established.

Mr. Stone stated it was not a larger manufacturing facility, the intent was to have a restaurant or an outdoor dining area with beer they brewed on site.

Mr. Kirby asked if cottages under 900 square feet were prohibited.

Mr. Mayer stated base subdivision requirements did prohibit them, but the PUD would override that.

Mr. Kirby stated good.

Mr. Wallace asked if the last page's section on waivers used standard language and what types of waivers were they discussing.

Mr. Underhill stated it was the language from the urban center Code and it allowed for waivers in limited circumstances for architectural features.

Mr. Wallace asked if it would be reviewed using the Duncan factors or the standards written into the text.

Mr. Underhill stated those written in the text would apply.

Mr. Wallace stated thank you.

Mr. Kirby stated the core usage would likely be a variance while changes for design might be a waiver.

Mr. Underhill stated yes.

Mr. Banchefsky stated a use variance would be approved by City Council.

Mr. Kirby asked if any members of the public had any comments.

Ms. Feasel, stated she was concerned about the schools and noted that there were currently 24 to 25 students in a class when the optimal number of students was 15. Ms. Feasel noted New Albany only had one elementary, middle, and high school buildings and could not handle more student growth the way other communities could. Ms. Feasel asked for details regarding how the school's projections could support the new students.

Mr. Leyda stated the conversation with the schools had been on the total number of student increase not on class size projections.

Ms. Feasel stated there was a difference between revenue versus class size and the comparisons made to different districts was not really comparable.

Mr. Steiner stated it was a legitimate concern but the schools needed to determine how to use the additional revenue.

Mr. Stone stated the comparables were provided to show that similar apartment building projects had yielded a similar number of students, not to indicate the school districts were similar.

Mr. Mayer stated staff coordinated with the school district annually and every three (3) years the student district shared the number of students per subdivision. Mr. Mayer stated the City had found that over time the number of students indicated per type of housing unit were accurate.

Ms. Kerri Mollard, a resident in the Enclave subdivision, stated the total number of 365 units did not include the senior housing. Ms. Mollard asked if there was an estimate of how many units there would be in the senior housing and had that been taken into account for the traffic study.

Mr. Stone stated there were 125 units and it had been taken into account.

Ms. Mollard asked if that had included not only the seniors living there but also the staff.

Mr. Stone stated yes.

Ms. Mollard asked if the study had looked at current traffic patterns, which still included lower volume due to Covid-19.

Mr. Steiner stated they had looked to 2034 with significant increases from today and only 8% of that growth was from this project.

Mr. Drew Laurent, with the applicant, stated all data used was pre-pandemic and also the City growth projections.

Ms. Mollard stated turn lanes would help, but making a left out of Snyder Loop was difficult. Ms. Mollard asked if the townhomes would have two (2) or four (4) stories or two (2) to three (3) stories, as four (4) stories would be out of scale.

Mr. Steiner stated that on Ms. Mollard's side of the road it would probably be only two (2) or three (3) stories, but the other side had a larger right-of-way and could have taller buildings.

Mr. Leyda stated the senior living was significantly set back from SR 605.

Ms. Mollard asked if the stream corridor included the section of the Sugar Run stream in the Enclave neighborhood.

Mr. Steiner stated they would like it to do so and would also like to cooperate with the Enclave neighborhood.

Mr. Leyda stated the average pedestrian flow would not be into the Enclave property.

Ms. Mollard stated the stream was an asset. Ms. Mollard asked if, on the northern edge of her side along Central College, they would connect the leisure trail from the Enclave to the path across Central College.

Mr. Steiner stated they were speaking to that owner to see what could be done.

Mr. Kirby stated the City had pushed for many years to build paths as a statement of intent showing where they would be filled in.

Ms. Mollard stated thank you.

Ms. Danielle Chatfield Beres, on the Enclave HOA Board, stated the community was mainly in favor of the development. Ms. Beres stated there were traffic concerns on SR 605 and Snyder Loop and asked if they would consider a stop light or roundabout there. Ms. Beres asked if they would be lowering the speed limit to at least 35 mph. Ms. Beres stated this development could bring residents who would use facilities in the Enclave and asked if there could be a discussion on cost sharing.

Mr. Kirby stated the Enclave should speak to their City Council member about a unified stream policy.

Ms. Beres stated thank you.

Mr. Doug Berner and Mrs. Loni Berner, residents in the community, spoke to the PC about the development. Mr. Berner stated it sounded like the development drove the plan rather than the plan drove the development. Mr. Berner stated he believed the density issue should cause this to be reconsidered and the application should be tabled for a review of that.

Mr. Stone stated that this evenings meeting was one of many meetings that would yet occur and offer opportunities for review.

Mr. Berner stated he understood that, but it would be more difficult later than it was now.

Mrs. Loni Berner asked what the cost of the condos would be.

Mr. Steiner asked if she meant the townhomes.

Mr. Leyda stated about \$650,000 for the townhomes and about \$800,000 for the detached, single family homes.

Mrs. Berner asked what the whimsical residences were.

Mr. Leyda stated they would be detached units under 900 square feet in the trail hub area. Mr. Leyda stated they were intended to have a unique feature or quality to them and were to be used as short-term rental or corporate housing.

Mrs. Berner stated the development was very nice and upscale, but noted she had a lot of development around her and this was upsetting as she wanted to live in the country.

Mr. Steiner stated the development was surrounded by commercial although they introduced some residential.

Mrs. Berner asked why there was so much development but no development near Kitzmiller Road and SR 161.

Mr. Kirby stated that Market Street would go across Reynoldsburg-New Albany Road in late summer or early fall.

Mrs. Berner stated thank you.

Mr. Mayer promoted Mr. Bill Resch to panelist so he could speak. Mr. Mayer stated that Mr. Resch had also sent a comment in the Zoom chat which asked staff to mention that the Friends of the Rocky Fork & Tributary endorsed the NoNA proposal and park.

Mr. Resch had technical issues and was unable to speak to the PC.

Mr. Kirby stated there was another chat asking what the setback was from Central College and SR 605.

Mr. Stone stated from Central College they had established a seventy (70) foot setback from the centerline. Mr. Stone stated that for SR 605 they had established a fifty (50) foot setback from the right-of-way centerline.

Mr. Wallace noted the document received from Mr. Resch's group should be part of the record.

Mr. Mayer stated yes.

Mr. Shockey stated this was a ground breaking plan. Mr. Shockey stated traffic would be a situation the City and this developer would be involved with in the future. Mr. Shockey stated New Albany had changed, as had surrounding communities, and he fully supported the application.

Ms. Wiltrout stated this was a new chapter in New Albany's future and this plan was good and she looked forward to seeing it develop.

Mr. Schell stated he appreciated the vision of the City and developer.

Mr. Wallace stated there was some deviation from the City's standards regarding density and school impact. Mr. Wallace stated this should not set any precedents that developers could come in and claim that because the houses were very expensive they could obtain a pass from the schools. Mr. Wallace stated that was not happening here. Mr. Wallace stated this was a unique and very individualized project and that accounted for deviations from standard policies that could be made.

Mr. Kirby stated he concurred and there was nothing like this in the community that he was aware of. Mr. Kirby stated the community needed this variety but he wished the City's firefighters and teachers would have more places to live in the community as well. Mr. Kirby stated they seemed to have a good handle of the demographics but noted they needed to get the details right and the FDP would be a bear.

Moved by Mr. Kirby to accept the staff reports and related documents, including correspondence and other materials that were submitted at various times, into the record for ZC-43-2021, seconded by Ms. Wiltrout. Upon roll call vote: Mr. Kirby, yea; Ms. Wiltrout, yea; Mr. Schell, yea; Mr. Wallace, yea: Mr. Shockey, yea. Yea, 5; Nay, 0; Abstain, 0. Motion passed by a 5-0 vote.

Moved by Mr. Kirby to approve application ZC-43-2021 based on the findings in the staff report, with the six (6) conditions listed in the staff report, with condition (3) in the staff report to include a notation

that the building of the leisure trail could be done after the road came through, and with the following additional conditions:

- 7. The limited mowing language would be subject to staff approval and applicant to retain the natural understory in the preservation zone;
- 8. Language clean-up to be subject to staff approval; seconded by Mr. Wallace. Upon roll call: Mr. Kirby, yea; Mr. Wallace, Mr. Shockey, yea; Mr. Schell, yea; Ms. Wiltrout, yea. Yea, 5; Nay, 0; Abstain, 0. Motion passed by a 5-0 vote.

# **Other Business**

Mr. Kirby asked if there was any other business.

Mr. Christian stated none from staff.

#### **Poll Members for Comment**

None.

Mr. Kirby adjourned the meeting at 10:50 p.m.

Submitted by Josie Taylor.



# **APPENDIX**



Planning Commission Staff Report June 21, 2021 Meeting

# NEW ALBANY COUNTRY CLUB SECTION 30 FINAL DEVELOPMENT PLAN

LOCATION: A portion of a property generally located north and west of Lambton Park and

south of Brandon Road (PID: 222-004458).

APPLICANT: The New Albany Company LLC, c/o Aaron Underhill, Esq.

REQUEST: Final Development Plan

ZONING: 1998 NACO C-PUD; subarea 1.d

STRATEGIC PLAN: Residential District

APPLICATION: FDP-49-2021

Review based on: Application materials received May 21 and June 7, 2021.

Staff report completed by Chris Christian, Planner.

# I. REQUEST AND BACKGROUND

The application is for a final development plan for Section 30 of the New Albany Country Club. This new section includes 36 residential lots and three new streets. The applicant also requests review and approval of a final plat application (FPL-61-2021) that is evaluated under a separate staff report.

The property is zoned C-PUD. C.O. 1159.03 states the process in a C-PUD shall consist of a Comprehensive Plan which shall constitute the rezoning of the property; a Preliminary Development Plan which shall consist of more detailed plans for a subarea or subareas of the Comprehensive Plan; and a Final Development Plan which shall consist of a detailed development and engineering plans for a subarea or portion of a subarea. On March 15, 2021, the Planning Commission approved a preliminary development plan for this same area with conditions (PDP-20-2021).

The Parks and Trails Advisory Board reviewed the application at their June 7, 2021 meeting and recommended approval to the Planning Commission.

# II. SITE DESCRIPTION & USE

The 29.87+/- acre development area is part of a larger 105.34+/- acre property. A majority of the 105.34 acre property contains portions of the New Albany Country Club golf course as well as some undeveloped land where residential uses are permitted to be developed. The surrounding land uses include the golf course and residentially zoned and used land.

#### III. PLAN REVIEW

Staff's review is based on New Albany plans and studies, zoning text, and zoning regulations. Primary concerns and issues have been indicated below, with needed action or recommended action in <u>underlined text</u>. Planning Commission's review authority is found under Chapter 1159.

The Commission should consider, at a minimum, the following (per Section 1159.08):

- (a) That the proposed development is consistent in all respects with the purpose, intent and applicable standards of the Zoning Code;
- (b) That the proposed development is in general conformity with the Strategic Plan/Rocky Fork-Blacklick Accord or portion thereof as it may apply;
- (c) That the proposed development advances the general welfare of the Municipality;
- (d) That the benefits, improved arrangement and design of the proposed development justify the deviation from standard development requirements included in the Zoning Ordinance;
- (e) Various types of land or building proposed in the project;
- (f) Where applicable, the relationship of buildings and structures to each other and to such other facilities as are appropriate with regard to land area; proposed density may not violate any contractual agreement contained in any utility contract then in effect;
- (g) Traffic and circulation systems within the proposed project as well as its appropriateness to existing facilities in the surrounding area;
- (h) Building heights of all structures with regard to their visual impact on adjacent facilities;
- (i) Front, side and rear yard definitions and uses where they occur at the development periphery;
- (j) Gross commercial building area;
- (k) Area ratios and designation of the land surfaces to which they apply;
- (l) Spaces between buildings and open areas;
- (m) Width of streets in the project;
- (n) Setbacks from streets;
- (o) Off-street parking and loading standards;
- (p) The order in which development will likely proceed in complex, multi-use, multi-phase developments;
- (q) The potential impact of the proposed plan on the student population of the local school district(s);
- (r) The Ohio Environmental Protection Agency's 401 permit, and/or isolated wetland permit (if required);
- (s) The U.S. Army Corps of Engineers 404 permit, or nationwide permit (if required).

It is also important to evaluate the PUD portion based on the purpose and intent. Per Section 1159.02, PUD's are intended to:

- a. Ensure that future growth and development occurs in general accordance with the Strategic Plan;
- b. Minimize adverse impacts of development on the environment by preserving native vegetation, wetlands and protected animal species to the greatest extent possible
- c. Increase and promote the use of pedestrian paths, bicycle routes and other non-vehicular modes of transportation;
- d. Result in a desirable environment with more amenities than would be possible through the strict application of the minimum commitment to standards of a standard zoning district;
- e. Provide for an efficient use of land, and public resources, resulting in co-location of harmonious uses to share facilities and services and a logical network of utilities and streets, thereby lowering public and private development costs;
- f. Foster the safe, efficient and economic use of land, transportation, public facilities and services;
- g. Encourage concentrated land use patterns which decrease the length of automobile travel, encourage public transportation, allow trip consolidation and encourage pedestrian circulation between land uses;

- h. Enhance the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;
- *i.* Avoid the inappropriate development of lands and provide for adequate drainage and reduction of flood damage;
- j. Ensure a more rational and compatible relationship between residential and non-residential uses for the mutual benefit of all;
- k. Provide an environment of stable character compatible with surrounding areas; and
- l. Provide for innovations in land development, especially for affordable housing and infill development.

# A. Engage New Albany Strategic Plan

The site is located within the Residential District future land use district. The Engage New Albany Strategic Plan lists the following development standards for the Residential District:

- Organically shaped stormwater management ponds and areas should be incorporated into the overall design as natural features and assets to the community.
- Houses should front onto public open spaces and not back onto public parks or streets.
- All or adequate amounts of open space and parkland is strongly encouraged to be provided onsite.
- A hierarchy of open spaces is encouraged. Each development should have at least one open space located near the center of the development. Typically, neighborhood parks range from a half an acre to 5 acres. Multiple greens may be necessary in large developments to provide centrally located greens.
- Adequate amounts of open space and parkland are encouraged to be provided on site.
- Rear or side loaded garages are encouraged. When a garage faces the street, the front façade of the garage should be set back from the front facade of the house.
- Any proposed residential development outside of the Village Center shall have a base density of 1 dwelling unit per gross acre in order to preserve and protect the community's natural resources and support the overall land conservation goals of the community. A transfer of residential density can be used to achieve a gross density of 1 dwelling unit per acre.
- Private streets are at odds with many of the community's planning principles such as: interconnectivity, a hierarchy of street typologies and a connected community. To achieve these principles, streets within residential developments must be public.

The Engage New Albany Strategic Plan recommends the following standards as prerequisites for all development proposals in New Albany:

- Development should meet setback recommendations contained in strategic plan.
- Streets must be public and not gated. Cul-de-sacs are strongly discouraged.
- Parks and open spaces should be provided, publicly dedicated and meet the quantity requirements established in the city's subdivision regulations (i.e. 20% gross open space and 2,400 sf of parkland dedication for each lot).
  - All or adequate amounts of open space and parkland is strongly encouraged to be provided on-site. If it cannot be provided on-site, purchasing and publicly dedicating land to expand the Rocky Fork Metro Park or park space for the Joint Parks District is an acceptable alternative.
- The New Albany Design Guidelines & Requirements for residential development must be met.
- Quality streetscape elements, including an amenity zone, street trees, and sidewalks or leisure
- trails, and should be provided on both sides of all public streets.
- Homes should front streets, parks and open spaces.
- A residential density of 1 dwelling unit (du) per acre is required for single-family residential and a density of 3 du per acre for age restricted housing.

- Higher density may be allowed if additional land is purchased and deed restricted. This
  type of density "offset" ensures that the gross density of the community will not be
  greater than 1 unit per acre. Any land purchased for use as an offset, should be within
  the NAPLS district or within the metro park zone.
- o 3 du/acre is only acceptable if 100% age restricted. Otherwise, the federal regulations and criteria for subdivisions to qualify as age-restricted must be accounted for when calculating density (i.e. 80% age restricted and 20% non-age restricted).
- Age restriction must be recorded as a deed restriction and included as a requirement in the subdivision's zoning text.

# **B.** Use, Site and Layout

- The applicant proposes to create a new section of the New Albany Country Club, Section 30 within the 1.d subarea (Lambton Park Central Cluster) of the 1998 NACO C-PUD Comprehensive Plan.
- 2. Zoning text section 1d.01(1) permits a maximum of 88 single family cluster detached and attached housing types to be developed in the subarea. The applicant proposes to develop 36 units within the subarea and deposit the remaining 52 permitted units into the NACO PUD housing bank on record with the city.
- 3. Zoning text section 1d.01(8) requires all lots to have frontage and access on a public and/or private right-of-way and this requirement is being met.
- 4. Zoning text section 1d.01(3) states that the minimum lot width at the building line shall be 50 feet. All of the proposed lots are meeting this requirement.
- 5. Zoning text section 1d.01(9) states that reasonable and good faith efforts will be made to not back homes onto public rights-of-way and public parks. There are lots situated where homes may back onto the adjacent private, New Albany Country Club golf course and proposed privately owned reserve areas within the subdivision. As proposed, this requirement is being met as the lots are situated to allow homes to front onto public rights-of-way.

6. Zoning text section 1d.01(4) requires the following setbacks:

Perimeter Boundary	Required Setback		
Front Yard	15 feet		
Rear Yard	10 feet		
Side Yard	10 feet for detached homes		
	0 feet for attached homes		

All of the proposed lots are meeting the minimum required setbacks.

# C. Access, Loading, Parking

- 1. As proposed, the site is serviced using a new street created using an existing stub of Baughman Grant and one new curb cut on Lambton Park Street that aligns with Head of Pond Road.
  - a. Zoning text section 1d.02(2)(a) requires cluster street to be 22 feet wide from curb to curb with 40 feet of right-of-way to be provided. In order to address comments and concerns expressed during the preliminary development plan hearing, the applicant proposes a 22-foot paved street at both entrances into this new section in order to deemphasize the street and force traffic to slow down when approaching these intersections. The remainder of the street will be 24 feet wide throughout the rest of the section and 50 feet of right-of-way is being provided for the entire street, meeting the zoning text requirement. For comparison, typical subdivision streets are 26 feet wide based on the city's subdivision regulations. The 22 and 24 foot street sections here appear to be appropriate.
- 2. The subdivision includes one cul-de-sac street on the northern portion of the site and a one-way loop street on the southeast portion of the site.
  - a. Zoning text section 1d.02(2)(a) requires this cul-de-sac street to be 22 feet wide from curb to curb with 40 feet of right-of-way to be provided. As proposed, the cluster street on the

northern portion of the site is proposed to be 22 feet wide from face of curb to face of curb with 50 feet of right-of-way, meeting this requirement.

- i. The city's subdivision regulations C.O. 1187.08(a)(5) states no cul-de-sac shall exceed six hundred (600) feet in length unless lot widths exceed one hundred (100) feet at building setback lines, then the maximum length shall not exceed one thousand (1,000) feet. This cul-de-sac is approximately 421+/- feet in length.
- b. The one way, loop street shown on the southeast portion of the site is proposed to be 20 feet wide from face of curb to face of curb with 34 feet of right of way.
  - i. The proposed street width matches the design of similar streets in the New Albany Country Club including Coldicott Leys in Ebrington which is a one-way street.
  - ii. The proposed street matches the city subdivision regulation requiring 20 feet of pavement for one-way streets.
- 3. Zoning text section 1d.02(4) states that on street parking is prohibited on pavement widths of 22 feet and on curvilinear sections of streets measuring 26 feet. The final development plan states that on street parking will be prohibited for all streets that are 22-23 feet wide, however the applicant did not provide the location of no parking signs on the plans. Staff recommends a condition of approval that on street parking be prohibited for all streets less than 24 feet in width and that the applicant provide the locations of no parking signs as part of the private site improvement plan during the permitting process, subject to staff approval.
- 4. The applicant provided a turn study analysis for larger emergency vehicles that demonstrates successful turn movements.
- 5. The city engineer has reviewed all proposed streets within the subdivision and is supportive of their design and locations. Additionally, the city engineer states that the new intersection at Lambton Park and Head of Pond Road does as design and submitted does not present any pedestrian safety concerns due to the traffic volumes in the area, sufficient sight distance for both pedestrians and motorists, and the design of the intersection.
  - a. The street network provided accomplishes an important objective contained in the Engage New Albany Strategic Plan by maximizing connectivity and safety of street networks in the city. The strategic plan recommends providing multiple connections to distribute traffic throughout streetway networks and to connect stub streets, like Baughman Grant and the existing Head of Pond stub, in order to improve connectivity and mobility between neighborhoods.
  - b. The applicant provided a memo stating that the final design of the Lambton Park Road and Head of Pond intersection was determined based on several items including the preservation of existing trees, site grading, safety of both pedestrians and motorists and pedestrian connectivity. To accomplish this, the applicant has narrowed the street with at this intersection to calm traffic, added granite cobbles similar to what has been employed in other sections of the country club and established a lower grade to ensure existing tree survivability. The city staff has reviewed the intersection and is supportive of its design.
- 6. The final development plan also illustrates that the applicant proposes to improve pedestrian connectivity at the new Head of Pond and Lambton Park Road intersection by adding two pedestrian crossings that will allow pedestrians to cross Lambton Park Road on both sides of the street.

#### D. Architectural Standards

1. The architectural standards for this section have been approved as part of the 1998 NACO C-PUD zoning text. This development will contain custom designed homes and the Community Development Department staff, including the city architect, will review zoning/building permits to enforce the architectural standards of the zoning text. The applicant submitted a memo stating that the existing, Tidewater Georgian architectural vocabulary that is employed throughout the New Albany Country Club will be utilized for this development. Additionally,

- the applicant states that the development will incorporate a more liberal interpretation of this style, much like what has developed in the Ealy Crossing neighborhood.
- 2. The existing zoning text contains the same high-quality architectural standards that have made the New Albany Country Club neighborhoods so successful. Many of these existing standards were used to develop the New Albany Design Guidelines and Requirements
  - a. The text allows windows to be of traditional themes, requires simulated or true divided light in double hung windows.
  - b. Brick, wood siding and composite material such as hardi-plank are permitted exterior building materials.
  - c. The text prohibits double bay garage doors and individual garage doors cannot be wider than 9 feet.

# D. Parkland, Buffering, Landscaping, Open Space, Screening

- 1. Per C.O. 1159.07, detailed landscaping plans must be provided for all areas of the final development plan. The landscape plan must include the proposed landscape for all reserve areas and street lawns. The applicant submitted a proposed street tree plan for the subdivision. Staff recommends a condition of approval that the landscape plan for the reserve areas, stormwater basin and entry features be subject to staff approval.
- 2. Section 1d.03(1)(3)(c) requires the developer to install a four-foot-wide sidewalk along both sides of all streets in the development within the right-of-way. The applicant is largely exceeding this requirement by providing a 5-foot sidewalk and 8-foot-wide leisure trail throughout the development. There is one section on the southwest side of the new Head of Pond intersection where there is no sidewalk present. The applicant states that the reasoning not including pedestrian connectivity along this short section is to maintain existing trees on the site as required by the Planning Commission at the time of rezoning. Staff recommends a condition of approval that the developer explore any possibilities of field locating a sidewalk or leisure trail within this area while being sensitive to existing trees, subject to staff approval.
- 3. The city subdivision regulations require parkland and open space to be provided as part of the construction of a new subdivision. Zoning text section 1d.04(2) states that land must be dedicated as parks and open space within the subarea.
- 4. C.O. 1187.15(a) requires 2,400 square feet of parkland to be dedicated per dwelling unit, as part of the development of a new subdivision. Additionally, C.O. 1187.16(a) requires 20% of the gross developed land area to be used as open space. The table below shows the required and proposed amounts of parkland and open space. As noted in the application materials, the applicant intends to offset their shortage of parkland by using the NACO parkland bank credits on record with the city. The amount of open space provided does not meet code requirements. The Parks and Trails Advisory board reviewed the application and recommended approval during their June 7, 2021 meeting. Staff recommends a condition of approval that the applicant use the parkland/open space bank credits to offset the shortage of open space and parkland dedication.

C.O.	Shown on	Required	Provided	Difference	Meets
Requirement	FDP as	(acres)*	(acres)		Code?
1187.16	Reserves	5.974	5.95	-0.024	No
Open Space					
1187.15	Reserves	1.98	0.93	-1.05	No
Parkland					
Dedication					
	Total	7.95	6.88	-1.07	No

<sup>\*</sup>Calculations based on 29.87 acres and 36 lots.

- 5. The final development plan states that all open space and parkland will be owned and maintained by the city. <u>In order to meet code requirements and to be consistent with recently approved subdivisions, staff recommends a condition of approval that:</u>
  - a. Reserves A, B, C, E, F, and G be owned by the city and maintained by the HOA in perpetuity.
  - b. Reserve D be owned and maintained by the HOA in perpetuity. Reserve D contains a wetland and there is no opportunity to develop any amenities and/or trails within in it in order to meet the environmental regulations of this space. Keeping this space privately owned, to match with its OEPA permits appears appropriate in this case.
- 6. The applicant does not propose to install any playground equipment within this section of the country club. Section 1d.04(2) of the zoning text states that parks and open spaces will be in the form of neighborhood parks to service the needs of the residents and that the goal is to have some open space area within 1,200 l.f. of all residential units. Additionally, the text states that the developer will use reasonable good faith efforts to accomplish this and if it cannot be achieved will demonstrate a reasonable hardship and what mitigating factors will be made. It appears that all of the homes are within 1,200 l.f. of open space areas. Adjacent sections of the country club include parks such as Lambton Park (1,000+/- feet away) and Tiverton (1,200 +/- feet away) that contain playground amenities.
- 7. Zoning text section 1d.04(3) states that street trees must be installed on both sides of internal streets at an average rate of one tree every 30 feet. The trees must have a caliper of 2.5 inches. The applicant is meeting this requirement.

# E. Lighting & Signage

1. Zoning text section 1d.05(1)(b) requires the typical Village of New Albany gooseneck street lights to be utilized. Zoning text section 1d.06 requires the developer to use the standard city street and regulatory signage. The final development plan states that all regulatory signs will be in accordance with City of New Albany standards and consistent with existing country club communities.

#### F. Other Considerations

- 1. The Applicant proposes to erect brick piers at the northern and southern entrances into the subdivision. The pier height is approximately 10' and two of the piers at the northern entrance will be located within the right-of-way. These piers are similar to those approved by the Planning Commission for other sections of the country club.
- 2. The piers located within the right-of-way do not appear to be located at intersections, therefore should not pose any sight distance visibility conflicts. However, the city engineer and city attorney will have to review the proposal for safety and liability concerns. The city engineer and attorney will determine the appropriate legal mechanism that is necessary for the applicant and the city to execute in order to allow the piers to be located as proposed and staff recommends that this be a condition of approval.
- 3. The city will not be able to maintain the piers, fences and cobblestone within the right-of-way, therefore the applicant must commit to the maintenance, repair and replacement of these items through an agreement with the city. Similar agreements have been executed for the same items located in different sections of the country club.
- 4. The boundaries of the development plan conform to the boundaries of the subarea, meeting the intent of the zoning district.

# IV. ENGINEER'S COMMENTS

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and provided the following comments. <u>Staff recommends</u> a condition of approval that these comments be addressed, subject to staff approval.

- 1. Refer to Note E, sheet 1 of 8. Confirm that Reserves are to be maintained by the City.
- 2. Remove the note at the bottom of sheet 2 of 8 requiring City approval to utilize RCC pavement base.
- 3. Sheet 3 of 4 shows proposed R/W of 34' near Reserve A. Typical street sections shown on sheet 2 of 8 show no streets with proposed R/W of 34'. Please revise.
- 4. Sheet 3 and 4 of 8 of the FDP shows 20' pavement widths at the cul-de-sac. Typical street sections shown on sheet 2 of 8 show no pavement widths of 20'. Please revise.
- 5. We recommend that "No Parking Signs" be added along curved sections of streets.
- 6. We will evaluate storm water management, sanitary sewer collection and streetway construction related details once construction plans become available

# V. RECOMMENDATION

# Basis for Approval:

Staff is supportive of the final development plan as it is in conformity with the Residential land use recommendations of the Engage New Albany Strategic Plan. The site is unique as it is surrounded by the golf course on three sides and a wetland on the north side which warrant special design considerations. The applicant has designed this new development to be sensitive and complementary to the established character of the immediate area that provides connectivity for motorists and pedestrians.

There are two existing road stubs at Baughman Grant to the north and Head of Pond to the south. These road stubs were installed to provide connectivity and they should be utilized. Well-networked streets provide shorter, more direct routes between destinations. This increases the efficiency and reliability of the road network and allows for better traffic flow throughout the larger network. The intersections are designed to match other successful intersections within the county club community through the use of narrowed streets, granite cobbles, cross walks and handicapped ramps installed across Lambton Park Road to both east and west side of Head of Pond Road, and vehicular and pedestrian scaled signage to alert motorists and walkers.

Staff recommends approval provided that the Planning Commission finds the proposal meets sufficient basis for approval with the conditions of the approval listed below.

#### VI. ACTION

# **Suggested Motion for FDP-49-2021:**

Move to approve preliminary development plan application FDP-49-2021 based on the findings in the staff report with the following conditions.

- 1. On street parking is prohibited for all streets less than 24 feet in width and the applicant must provide the locations of no parking signs as part of the private site improvement plan during the permitting process.
- 2. The landscape plan for the reserve areas, stormwater basin and entry features is subject to staff approval.
- 3. The developer must explore any possibilities of field locating a sidewalk or leisure trail along the southwest section of the new street while being sensitive to existing trees, subject to staff approval.
- 4. The applicant must deduct 1.07 +/- acres of parkland/open space bank credits to offset the shortage of open space and parkland dedication.
- 5. All open space and parkland, with the exception of reserve D, be owned by the city and maintained by the HOA in perpetuity.

- 6. The city engineer and attorney will determine the appropriate legal mechanism that is necessary for the applicant and the city to execute in order to allow the piers to be located as proposed.7. The city engineer comments must be addressed, subject to staff approval.



# **Approximate Site Location:**



Source: Google Earth



# Planning Commission Staff Report June 21, 2021 Meeting

# NEW ALBANY COUNTRY CLUB SECTION 30 FINAL PLAT

LOCATION: A portion of a property generally located north and west of Lambton Park and

south of Brandon Road (PID: 222-004458).

APPLICANT: The New Albany Company LLC, c/o Aaron Underhill, Esq.

REQUEST: Final Plat

ZONING: 1998 NACO C-PUD; subarea 1.d

STRATEGIC PLAN: Residential District APPLICATION: FPL-61-2021

Review based on: Application materials received February 16 and 26, 2021.

Staff report completed by Chris Christian, Planner.

#### II. REQUEST AND BACKGROUND

The application is for a final plat for Section 30 of the New Albany Country Club. The plat includes 36 residential lots, seven reserves and three new roads.

#### II. SITE DESCRIPTION & USE

The 29.87+/- acre development area is part of a larger 105.34+/- acre property. A majority of the 105. 34 acre property contains portions of the New Albany Country Club golf course as well as some undeveloped land where residential uses are permitted to be developed. The surrounding land uses include the golf course and residentially zoned and used land.

# III. PLAN REVIEW

Planning Commission's review authority of the preliminary plat is found under C.O. Section 1187. The applicant must return to the Planning Commission for review and approval of a final plat. Primary concerns and issues have been indicated below, with needed action or recommended action in underlined text.

- The final plat follows the proposed New Albany Country Club Section 30 final development plan. The plat shows 36 residential lots to be developed. The proposed lot layout and dimensions match what is shown on the final development plan and meets the requirements of the zoning text.
- This phase of the plat contains seven (7) reserve areas shown as reserves A, B, C, D, E, F and G on the plat with a total acreage of 6.28 +/- acres. According to the plat notes, all of the proposed reserve areas will be used as open space for the subdivision. The plat states that the City of New Albany will own and maintain all reserve areas. In order to meet code requirements and to be consistent with recently approved subdivisions, staff recommends a condition of approval that:
  - o Reserves A, B, C, E, F and G totaling 1.48 +/- acres be owned by the city and maintained by the HOA in perpetuity.
  - o Reserve D totaling 4.8 +/- acres be owned maintained by the HOA in perpetuity. Reserve D contains a wetland and there is no opportunity to develop any amenities and/or trails within in it in order to meet the environmental regulations of this space. C.O. 1187.16(b) states that all

publicly and privately-owned parks and open space must be accessible by roadway or public access easement. Additionally, maintaining the ownership of the reserve by the HOA will ensure it makes the USACE and Ohio EPA issued permits.

- The plat will create three (3) new publicly dedicated streets totaling 4.27 +/- acres: .
  - Head of Pond Drive with 50 feet of right-of-way that connects to the Head of Pond Road intersection. An extension of the existing stub of Baughman Grant to a new curb cut on Lambton Park Road that aligns with Head of Pond Drive with 50 feet of right-of-way.
  - One new cluster public street on the north side of the development (Head of Pond Court) with 50 feet of right-of-way.
  - One new one-way loop public street as part of Head of Pond Drive on the southeast side of the development with a pavement width of 20 feet and 34 feet of right-of-way.
- Proposed developer utility and proposed public utility easements are shown on the plans.
  - The final plat shows a 20 foot landscape and maintenance easement on the rear of the lots that back onto the private golf course. Staff recommends a condition of approval that a note be added to the plat to outline the intent and purpose of this private easement. Staff recommends a condition of approval this note be added, subject to staff approval.
- Per the city's subdivision regulations, C.O. 1187.04, all new streets shall be named and shall be subject to the approval of the Planning Commission. The applicant proposes to continue the names of Baughman Grant and Head of Pond Drive. The new cluster street at the northeastern portion of the site will be named Head of Pond Court.
- The text appropriately shows a 15 foot front yard setback along all the lots as required by the zoning text.
- Zoning text section 1d.01(3) states that the minimum lot width at the building line shall be 50 feet. All of the proposed lots are meeting this requirement.
- The city's subdivision regulations C.O. 1187.08(a)(5) states no cul-de-sac shall exceed six hundred (600) feet in length unless lot widths exceed one hundred (100) feet at building setback lines, then the maximum length shall not exceed one thousand (1,000) feet. This cul-de-sac is 421 feet in length.
- C.O. 1187.04(d)(4) and (5) requires verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act and to the U.S. Army Corps of Engineers in compliance with Section 404 of the Clean Water Act. The applicant has submitted documentation that demonstrates the appropriate permits have been obtained.
- The intersection of Lambton Parkway and Head of Pond Drive does not match the final development plan since the centerline of Head of Pond Drive and Head of Pond Road don't align. The roads must align to ensure safe and appropriate turning for vehicles. Staff recommends a condition of approval that the plat is revised to show the centerline of Head of Pond Drive and Head of Pond Road aligned subject to staff approval.

#### IV. ENGINEER'S COMMENTS

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and provided the following comments. <u>Staff recommends a condition of approval that these comments be addressed, subject to staff approval.</u>

- 7. In accordance with code sections 1159.07 (b)(2) J and K, we recommend that the applicant provide documentation indicating that all OEPA and ACOE permitting requirements have been obtained.
- 8. We will evaluate storm water management, sanitary sewer collection and roadway construction related details once construction plans become available

# V. RECOMMENDATION

# Basis for Approval:

The final plat is generally consistent with the final development plan and meets code requirements.

#### VI. ACTION

# **Suggested Motion for FPL-61-2021:**

Move to approve preliminary plat application FPL-61-2021 with the following conditions.

- 8. Reserves A, B, C, E, F and G totaling 1.48 +/- acres be owned by the city and maintained by the HOA in perpetuity.
- 9. Reserve D totaling 4.8 +/- acres be owned maintained by the HOA in perpetuity.
- 10. The plat is revised to show the centerline of Head of Pond Drive and Head of Pond Road be aligned subject to staff approval.
- 11. The city engineer comments must be addressed, subject to staff approval.
- 12. Approval of the final plat is contingent upon the approval of the final development plan for this development.
- 13. A note be added to the plat to outline the intent and purpose of the 20 foot landscape and maintenance private easement, subject to staff approval.

# **Approximate Site Location:**



Source: Google Earth



Planning Commission Staff Report
June 21, 2021 Meeting

# NoNA ZONING DISTRICT ZONING AMENDMENT

LOCATION: 6495 Central College Road, 6501 Central College Road, 6527 Central College

Road, 6545 Central College Road, 6557 Central College Road, 6571 Central College Road, 6589 Central College Road, 6945 Central College Road, 6944 New Albany Condit Road, 6922 New Albany Condit Road, 6941 New Albany Condit Road, 6939 New Albany Condit Road, 6911 New Albany Condit Road, 6873 New Albany Condit Road, 6857 New Albany Condit Road, 6841 New Albany Condit Road (PIDs: 222-000670, 222-000673, 222-000676, 222-000688, 222-000668, 222-000549, 222-000669, 222-000654, 222-000314, 222-000375, 222-000672, 222-0006671, 222-000686, 222-000664, 222-

000685 and 222-000675)

APPLICANT: NoNA Master Development LLC

REQUEST: Zoning Amendment

ZONING: R-1 to Infill-Planned Unit Development (I-PUD)

STRATEGIC PLAN: Employment Center and Hamlet Location

APPLICATION: ZC-43-2021

Review based on: Application materials received on May 7 2021

Staff report completed by Chris Christian, Planner.

# III. REQUEST AND BACKGROUND

The applicant requests review and recommendation to City Council to rezone 30.6+/- acres from R-1 to Infill-Planned Unit Development (I-PUD). The proposed zoning will permit the development of a new mixed use, hamlet district envisioned in the Engage New Albany Strategic Plan. The zoning area will be known as the "NoNA Zoning District."

During the Engage New Albany community outreach effort, residents expressed interest in creating small, walkable neighborhood retail/restaurant locations as well as adding some different housing types to help New Albany become a life span community with housing for young professionals and empty nesters. This feedback resulted in the recommendation of creating hamlets in the Engage New Albany Strategic Plan with development standards designed to meet this need. The concept of a hamlet identifies opportunities in the city to introduce walkable retail and commercial uses that are integrated with residential areas. The Engage New Albany Plan identifies this general site location and one other as locations for hamlets to be developed based on their location in the city and the existing development patterns and context. The Engage New Albany Strategic Plan was adopted endorsed by the Planning Commission and adopted by City Council earlier this year. The proposed rezoning is the hamlet concept brought to life in one of the locations identified in the plan. The proposed text permits a variety of commercial, residential (multi-family, attached and detached single family) and assisted living facility uses.

On May 20, 2021, the Rocky-Fork Blacklick Accord Panel recommended approval of the application. The application met 89% of the Accord Town Mixed Use land use district development standards.

Once the rezoning application has been approved by City Council, the application must return to the Planning Commission with a final development plan application due to the Infill-Planned Unit Development (I-PUD) zoning classification.

Chapter 1159 of the city's Codified Ordinances (Planned Unit Development District) permits the use of more flexible land use regulations and provides flexible design and development standards in order to facilitate the most advantageous land development techniques. Planned Unit Development zoning is often used to establish district designations for uses that are harmonious with the general area and the Strategic Plan. The objective of a Planned Unit Development zoning is to encourage ingenuity, imagination and design efforts to produce development that maintains the overall land use intensity and open space objectives of the city code and the Strategic Plan while departing from the strict application of dimensional standards found in traditional zoning districts.

#### II. SITE DESCRIPTION & USE

The 30.6+/- acre zoning area is located in Franklin County and is made up of 16 properties, some of which are vacant land and the others contain single family homes. This section of the Central College Road corridor and specifically this intersection serves as a transition between denser retail, residential and commercial development uses on the west side of 605 to more traditional residential land uses on the east side. Some examples of this include the original sections of the New Albany Business Park with the old discover building to the north, multi-family residential development to the west in Columbus and traditional single-family residential development to the east in New Albany.

#### III. PLAN REVIEW

Planning Commission's review authority of the zoning amendment application is found under C.O. Chapters 1107.02 and 1159.09. Upon review of the proposed amendment to the zoning map, the Commission is to make recommendation to City Council. Staff's review is based on city plans and studies, proposed zoning text, and the codified ordinances. Primary concerns and issues have been indicated below, with needed action or recommended action in <u>underlined</u> text.

<u>Per Codified Ordinance Chapter 1111.06 in deciding on the change, the Planning Commission shall consider, among other things, the following elements of the case:</u>

- (a) Adjacent land use.
- (b) The relationship of topography to the use intended or to its implications.
- (c) Access, traffic flow.
- (d) Adjacent zoning.
- (e) The correctness of the application for the type of change requested.
- (f) The relationship of the use requested to the public health, safety, or general welfare.
- (g) The relationship of the area requested to the area to be used.
- (h) The impact of the proposed use on the local school district(s).

# Per Codified Ordinance Chapter 1159.08 the basis for approval of a Preliminary Development Plan in an I-PUD shall be:

- (a) That the proposed development is consistent in all respects with the purpose, intent and applicable standards of the Zoning Code;
- (b) That the proposed development is in general conformity with the Strategic Plan or portion thereof as it may apply;
- (c) That the proposed development advances the general welfare of the Municipality;

- (d) That the benefits, improved arrangement and design of the proposed development justify the deviation from standard development requirements included in the Zoning Ordinance;
- (e) Various types of land or building proposed in the project;
- (f) Where applicable, the relationship of buildings and structures to each other and to such other facilities as are appropriate with regard to land area; proposed density of dwelling units may not violate any contractual agreement contained in any utility contract then in effect;
- (g) Traffic and circulation systems within the proposed project as well as its appropriateness to existing facilities in the surrounding area;
- (h) Building heights of all structures with regard to their visual impact on adjacent facilities;
- (i) Front, side and rear yard definitions and uses where they occur at the development periphery;
- (i) Gross commercial building area;
- (k) Area ratios and designation of the land surfaces to which they apply;
- (1) Spaces between buildings and open areas;
- (m) Width of streets in the project;
- (n) Setbacks from streets:
- (o) Off-street parking and loading standards;
- (p) The order in which development will likely proceed in complex, multi-use, multi-phase developments;
- (q) The potential impact of the proposed plan on the student population of the local school district(s);
- (r) The Ohio Environmental Protection Agency's 401 permit, and/or isolated wetland permit (if required);
- (s) The U.S. Army Corps of Engineers 404 permit, or nationwide permit (if required).

# E. Engage New Albany Strategic Plan

The site is located within the Employment Center base future land use district. In addition to providing strategic land use districts, the Engage New Albany Strategic Plan also includes focus areas to demonstrate how the recommendations outlined in the other sections of the strategic plan can be applied in the built environment. This hamlet area is included in a focus area and the strategic plan recommends the creation of a mixed-use node around the Central College Road and SR 605 intersection.

The Engage New Albany Strategic Plan also identifies this general location where a hamlet could located in the city. The hamlet concept identifies an opportunity to introduce walkable retail and commercial uses with residential areas. The creation of this concept in the plan is in response to the significant input received from residents during the public outreach process of the plan where residents identified the lack of local dining and retail options in the city as a weakness and providing more of these options as a top priority for the community. The plan lists the following development standards for hamlets.

- Street edges and streetscape treatments are reinforced. Alternate street typologies and reduced setbacks may be appropriate based on the pattern of development.
- Hamlets need to incorporate public spaces like pocket parks or pedestrian corridors. These are gathering spaces for office employees and residents of the area.
- Buildings may not be taller than three stories in height around the civic green, nor taller than two stories at the perimeter.
- Hamlets should have a balance of neighborhood retail, commercial office, and residential uses.
- All non-single-family development should front on the green.
- A hamlet does not necessarily have to include residential uses if it is located near an area with established residences and has strong pedestrian connections to those existing neighborhoods.
- Surface parking should be located to the rear of commercial and non-single-family uses.
- Drive locations should be kept to a minimum and the placement of buildings should encourage pedestrian activity.

- Development proposals for identified hamlets should submit an overall master plan for the area showing how it fits together appropriately in terms of mobility, site layout, uses, and aesthetics.
- Hamlet development is expected to go through the Planned Unit Development rezoning process.
- Hamlet development should be high quality and built with a high level of attention to site and building design.
- Hamlet development is expected to propose an architectural style that is both distinctive and complementary to New Albany's character and brand.

The Engage New Albany Strategic Plan recommends the following standards as prerequisites for all development proposals in New Albany:

- Development should meet setback recommendations contained in strategic plan.
- Streets must be public and not gated. Cul-de-sacs are strongly discouraged.
- Parks and open spaces should be provided, publicly dedicated and meet the quantity requirements established in the city's subdivision regulations (i.e. 20% gross open space and 2,400 sf of parkland dedication for each lot).
- All or adequate amounts of open space and parkland is strongly encouraged to be provided onsite. If it cannot be provided on-site, purchasing and publicly dedicating land to expand the Rocky Fork Metro Park or park space for the Joint Parks District is an acceptable alternative.
- The New Albany Design Guidelines & Requirements for residential development must be met.
- Quality streetscape elements, including an amenity zone, street trees, and sidewalks or leisure trails, and should be provided on both sides of all public streets.
- Homes should front streets, parks and open spaces.
- A residential density of 1 dwelling unit (du) per acre is required for all residential or a density of 3 du per acre for age restricted housing.
  - Higher density may be allowed if additional land is purchased and deed restricted. This
    type of density "offset" ensures that the gross density of the community will not be
    greater than 1 unit per acre. Any land purchased for use as an offset, should be within
    the NAPLS district or within the metro park zone.

# F. Zoning Text Overview and Intent

The applicant's intent is to develop a hamlet as envisioned in the Engage New Albany Strategic Plan. To achieve this goal, the text commits to the principles of the master planning process and holistic design which is a crucial component of the strategic plan within the zoning text. This zoning text recognizes the intrinsic relationship between the public and private realm to ensure the following general principles of the zoning district and the intent of a hamlet are met:

- Providing a pedestrian friendly environment that places a high priority on walking and bicycling;
- Creation of interesting and convenient destinations;
- A commitment to respecting the natural environment; and
- Using high quality architecture and design that emphasizes beauty, human comfort and creating a sense of place.

To achieve these goals, the text commits to providing various master plans as part of the final development plan process including:

- Overall site planning and associated proposed uses;
- Cohesive streetscapes and perimeter landscaping;
- Vehicular access and shared parking solution;
- Bicycle access and shared parking solution;
- Lighting; and
- Signage (as needed).

Areas where the text is not meeting these development standards are underlined in the staff report. A very detailed purpose and intent statement for the district can be found on the first two pages of the zoning text.

# G. Use, Site and Layout

- 7. The site is generally located at the southwest and southeast corners of the New Albany Condit Road and Central College Road intersection. These exact site boundaries are identified in the Engage New Albany Strategic Plan as a location for a hamlet/mixed use development pattern due to the transitional character of the general area.
- 8. The proposed zoning district is Infill-Planned Unit Development (I-PUD) that will permit the construction of a hamlet style of development which contains a variety of commercial, retail, assisted living facility and residential (multi-family as well as single family detached and attached) uses. These permitted uses are broken up into six different subareas in the zoning text and illustrated on the preliminary development plan. The epicenter of the zoning district will be located in subarea 3, with a diversity of uses centered around green space. The table below provides a high-level overview of the uses permitted in each subarea. All non-residential uses proposed in the text are only permitted to be located on the west side of New Albany Condit Road.

Subarea	Acreage	Permitted Uses	Conditional	Notes
Subarta	Acreage	1 crimited Uses	Uses	Tioles
1	1.8+/-	General Business	Conditional	Prohibited uses
	acres	Commercial District Uses	uses	include funeral
	acies	found in the C-2 General	permitted in	services, self-
		Business District (C.O.	C.O.	service
		1147.02) which permits	1147.03	laundries, and
		office, general retail	1147.03	gasoline service
		stores, personal service		stations or retail
		uses such as restaurants,		convenience
		banks, and beauty shops.		stores selling
		banks, and beauty snops.		gasoline as an
				ancillary use.
2	5.4+/-	Max 280 multi-family		1, 2, and 3
	acres	Dwelling Units, private		bedroom units
	ucros	community center facility		permitted
		and home occupations		provided no
		The state of the s		more than 40%
				of units can
				have 2
				bedrooms and
				no more than 8
				units can have 3
				bedrooms
3	9.1+/-	Parks and open space,	None.	Includes
	acres	recreation facilities, 25		outdoor
		residential "whimsical"		performance
		cottages and office, retail,		space and a
		restaurant, and outdoor		public 8.5-acre
		performances area uses		Sugar Run Park.
4	2.8+/-	Max 25 single family	One model	
	acres	attached residences	home or	

			leasing office	
5	6.5+/- acres	Senior Living Facility Uses, supportive uses and office uses	Daycares and preschools	Includes assisted living facilities, memory care facilities, skilled nursing facilities, and independent living facilities.
6	5.4+/- acres	Max 35 single family attached and detached residences, one model home and home occupations	One model home or leasing office	

- 9. The Engage New Albany Strategic Plan recommends a gross density of 1 dwelling unit per acre or up to 3 units per acre if the development is 100% age restricted. The city of New Albany's codified ordinances does not define assisted/senior living facilities as a residential so city staff has not included it in the overall residential density calculations.
  - Between all subareas, the applicant proposes 365 residential units on 30.6 acres (gross acreage) resulting in a density of 11.93 units per acre (not including senior living facilities).
  - O The Engage New Albany states that higher density may be allowed if additional land is purchased and deed restricted. This type of density "offset" ensures that the gross density of the community will not be greater than 1 unit per acre. Any land purchased for use as an offset, should be within the NAPLS district or within the metro park zone. The applicant states that there are currently no density credits available for purchase in the city and the applicant would be required to assemble a large amount of land to purchase in order to develop a hamlet as envisioned in the strategic plan. Further, the applicant states that in order to fully offset the density of the project they would have to purchase 335 acres of property in the school district which is more than what is currently available and they estimate that they would have to spend an additional \$35 million to offset the density if the land were available.
  - While the proposal is higher than the strategic plan's recommended density since it is not providing an "offset", city staff is supportive of the density since it is appropriate given the hamlet development pattern. The hamlet is located within a transitional area between Columbus and New Albany and the development pattern is consistent with the Central College corridor to the west.
- 10. A school impact statement was submitted with the application. The applicant provided different student ratios for each housing type based on data collected from other similar projects including some of their own similar projects. The ratios are consistent with historical student impact statements for other residential developments in New Albany. Based on this estimation, the applicant projects that this development will have a net positive financial impact on the school district.
- 11. The Engage New Albany Strategic Plan, hamlet development standards state that alternate street typologies and reduced setbacks may be appropriate based on the desired pattern of development. The text provides a 70 foot building and pavement setback from the centerline of Central College Road and New Albany Condit Road. Subarea 5 allows a zero-foot pavement setback and 25-foot primary building setback and 10-foot ancillary building setback from New Albany Condit Road right-of-way. The text contains a variety of other internal and perimeter

- boundary setbacks that take into consideration adjacent uses to provide an appropriate setback from those boundaries. There are minimal interior setbacks to ensure that a cohesive development is achieved where pedestrian connectivity between subareas is encouraged. The proposed setbacks are appropriate based on the desired development pattern of a hamlet and provide appropriate screening from adjacent residential uses where they exist.
- 12. The zoning text states that all development within this area must be accessed from a public road. The text commits to providing right-of-way for Central College Road, New Albany Condit Road and all new roads in the development. Staff is supportive of the amounts provided as they ensure a proper streetscape with all typical amenities can be installed within them. The text commits to providing a master plan for all streetscape and perimeter landscaping plans as part of a future final development plan application.
- 13. The zoning text states contains varying lot coverage requirements between 35% and up to 90% based on each subarea. The lowest lot coverage amount is found in subarea 3 where a public park is proposed is permitted to be development and the highest is for the subarea where a multi-family building is permitted to be developed.

# H. Access, Loading, Parking

- 7. The zoning district is located at the southwest and southeast corners of the Central College Road and State Route 605 intersection. As proposed, the zoning district will be accessed via 4 new curb cuts along these corridors. The applicant proposes to connect into an existing private drive in Columbus where several commercial users exist such as Huntington Bank and Taco Bell. The text requires some of the new roads to be dedicated as public roads but allows the alleys to be private. Staff recommends a condition of approval that the text be revised to require all new streets and alleys to be publicly dedicated per the recommendations of the Engage New Albany strategic plan.
- 8. A traffic impact study was completed and submitted by the developer. and the study recommends the following public street improvements:
  - a. Addition of northbound right turn lane on 605 at Central College;
  - b. Restriping Central College Road to add left turn lane into site for westbound traffic where it aligns with the Discover entrance.
  - c. Street widening to accommodate various left turns on 605 for north and southbound traffic at the one new entry point into the development and at the entrance to the Enclave subdivision (Snider Loop).
- 9. During the RFBA meeting, residents of the Enclave subdivision expressed concerns about making lefts out of their subdivision onto 605. The traffic impact study evaluated this and it does not advise alternative/additional improvements (i.e. roundabout or signal) at Snider Loop. The city traffic engineer has reviewed the traffic impact study's evaluation and agrees with the findings based on the traffic volumes and speeds. The city traffic engineer comments:
  - a. As part of this development a southbound left turn lane into Snider Loop will added which will increase safety for that turning movement in the Enclave subdivision.
  - b. The city traffic engineer recommends additional analysis of the design of the Snider Loop and 605 intersection. The design of the intersection should be revised so the centerlines of Snider Loop and new street align to ensure there is no overlapping left turn movements. Staff recommends this be a condition of approval subject to the review and approval of the city traffic engineer.
  - c. The current speed limit along this portion of State Route 605 where it intersects with Snider Loop is 45 mph. The city intends to work with the developer and ODOT to lower the posted speed limit to 35mph in conjunction with construction of the development. This will improve pedestrian safety and vehicle traffic turning left from Snider Loop onto State Route 605.
- 10. <u>Based on the findings of the traffic impact study, staff will work with the applicant to study the extent of the street widening along 605 relating to the turn lanes needed for the development.</u>

- <u>Staff recommends this be a condition of approval subject to the review and approval of the city traffic engineer.</u>
- 11. The text requires 8-foot-wide, asphalt leisure trails to be installed along both Central College Road and New Albany Condit Road. The text commits to providing additional leisure trail and sidewalk connections throughout the zoning district in order to place a high priority on walking and bicycling, meeting an important strategic plan recommendation for this development type. The text permits the development of a new public road in subarea 5, along the southern boundary of the zoning text that will allow the installation of a 5 foot sidewalk to be installed on the north side of it. In order to be consistent with the Engage New Albany Strategic Plan roadway character classifications, the Leisure Trail Master Plan and city code requirements, staff recommends a condition of approval that the text be revised to require leisure trail or sidewalk to be installed on both sides of this road.
- 12. The text commits to providing a comprehensive vehicle and bicycle parking plan as part of the first final development plan for the zoning district. The text states that the parking plan shall analyze peak uses and recommend the total number of parking spaces and their locations based on shared parking principles and ratios to provide adequate parking without "overparking" that would detract from the built environment and provide a comprehensive parking strategy for the zoning district.
  - a. The text does contain specific parking space ratios for subarea 2.
    - b. The text requires parking for the multi-family building in subarea 2 to be provided on the interior of the building with the following rates. The text permits a maximum of 8 three-bedroom units inside the multi-family building however parking requirements are not specified. Staff recommends a condition of approval that parking standards for three-bedroom units are added to the text or are included with the final development plan.
      - i. 1.05 parking spaces for each studio unit.
      - ii. 1.16 parking spaces for each one-bedroom unit
      - iii. 1.64 spaces per two-bedroom unit.
    - c. The text requires a minimum of one parking space for every 1,000 square feet contained in the community center/clubhouse in subarea 2.
  - d. The text requires homes within subarea 4 to have a minimum one car garage and shall be required to have a minimum of one off-street parking spaces on their driveways.
  - e. The text requires homes within subarea 6 to have a minimum one-car garage.

#### I. Architectural Standards

- 3. The hamlet development standards in the Engage New Albany Strategic Plan state that hamlets are expected to propose an architectural style that is both distinctive and complementary to New Albany's character and brand. Additionally, the plan recommends that hamlet development be of high quality and that a high level of attention is paid to building and site design. The text contains many requirements, restrictions and allowances regarding architecture unique to each subarea that vastly meet the intent of the strategic plan recommendations.
- 4. The New Albany Design Guidelines and Requirements (DGRs) ensure residential and commercial development both sustain their quality and vibrancy over time. These guidelines have been developed by New Albany to ensure that the community enjoys the highest possible quality of architectural design that has made the community successful thus far. The text states that the DGRs will be applied to all subareas with the exception of subarea 3 due to the unique nature of that subarea and the fact that there are no governing DGR requirements for that development type. Subarea 3 is the epicenter of the development where the most activity is expected to take place and the text allows for the greatest amount of flexibility here to ensure a unique sense of place can be created.
- 5. For all subareas, the text commits to meeting or exceeding the architectural standards of New Albany while enabling creativity in defined locations. Additionally, the text commits to 360-

- degree design for all buildings in the zoning district, meeting an important goal of the city. Character images for the intended architectural design of the zoning district are included in the submittal. More detailed architectural designs/renderings will be reviewed and approved as part of future final development plan applications.
- 6. The hamlet development standards state that the maximum number of building stories, interior to the site is 3 and a maximum of two stories at the perimeter. The applicant is meeting this requirement for all subareas with the exception of subareas 2 and 6.
  - a. <u>Subarea two is where a multi-family building is permitted to be developed and the</u> text allows a maximum height of 53 feet and four stories.
  - b. <u>Subarea 6 (located at southeast corner of 605 and Central College) permits a</u> maximum of 3 stories.
  - c. The Central College Road corridor has seen a significant amount of development since the creation of the Accord Plan. There are many existing examples along this corridor where 3-3.5 story buildings have been constructed.
  - d. While taller than the strategic plan recommendations, there are other 3 and 4 story office buildings in the general area such as the Water's Edge structures to the south along Walton Parkway so the development does not appear to be out of character for the corridor. The buildings in these two subareas will be located at the southwest and southeast corners of the Central College Road and State Route 605 providing a strong architectural presence at these corners. The hamlet takes into consideration the surrounding heights of building by matching surrounding building heights along the edges and appropriately transitioning to the taller buildings at the corners and along public roads.
- 7. The text permits the use of the following building materials and prohibits exposed concrete foundations.
  - a. Brick and brick veneer
  - b. Cementitious or composite siding
  - c. <u>Vinyl is permitted on building exteriors that are not visible from any road and surrounded by building facades on all sides and within subarea 5 if the Planning Commission approves it as part of a final development plan application.</u>
  - d. Metal panels, EIFS, wood and aluminum are permitted as trim or accent elements.
- 8. The DGRs require active and operable doors to be installed along all public streets. The applicant is meeting this requirement with the exception of subarea 1 where single tenant buildings are not required to have one along Central College Road. The text does require building facades facing Central College Road to include an architectural feature that encourages pedestrian connectivity, meeting the spirit and intent of the DGR requirement.
- 9. The text requires additional architectural details such as roof plans, garage door design/colors, dormer details, columns and cornice details to be submitted and reviewed as part of a final development plan application.
- 10. The text requires rooftop screening for sight and sound for all subareas.

#### G. Parkland, Buffering, Landscaping, Open Space, Screening

1. The Engage New Albany Strategic Plan emphasizes the importance of providing greenspace and promoting sustainability by protecting, preserving and enhancing natural features in these mixed-use areas. The Engage New Albany Plan's Mixed Use (included with Hamlets) development standards state that an appropriate amount of open space to provide in hamlets is between 0.5 and 10 acres. The zoning district is bisected by the Sugar Run Creek. The applicant proposes to activate an 8.5-acre space around Sugar Run Creek as the center of the development and the text allows the applicant to install trails, benches and other amenities within this area to make it attraction for all of the New Albany community. This acreage amounts to 27% of the zoning district and is appropriate based on the mixed-use nature of the development of a hamlet.

2. The Codified Ordinances subdivision regulations contain requirements about the provision of open space and parkland dedication which only considers typical suburban single-family development. The table below shows the required and proposed amounts. It is clear in the amounts shown below that city code never contemplated this type of development and it would be unreasonable to apply these suburban residential standards in this case. The applicant states that if they were to meet this standard, 86% of the site would have to be dedicated as parkland and open space. Additionally, if they were required to pay a fee-in-lieu they estimate that it would cost as much as \$5.6 million which would completely destroy the economic viability of any Hamlet in the city.

C.O. Requirement	Shown on PDP as	Required (acres)*	Provided (acres)	Meets Code?
1187.16	Open	6.12	See below	No
Open Space	Space			
1189.15	open	20.11	See below	No
Parkland Dedication	Space			
	Total	26.23	8.47	

<sup>\*</sup>Calculation based on 30.6 acres and 365 units.

The zoning text states that this 8.47 acre space around Sugar Run Creek will enhanced and cleaned to improve its health and sustainability and provide a defining feature for this zoning district, substantially meeting the parks and open space recommendations for hamlet areas. The text states that this area will be dedicated to the city or maintained as open space with public access determined as part of a final development plan application. The text suggests that this space will be maintained by the city if is publicly owned and privately if owned privately or the business association. Staff recommends a condition of approval that the text be clarified to state that this area will be owned by the city and maintained by a private owner or business association in perpetuity.

- 3. The text commits to and city code requires providing 3-inch caliper street trees along all public roads at an average rate of 30 feet on center. The applicant commits to providing a master perimeter and streetscape plan as part of a final development plan application. Additionally, the applicant will also be required to meet the minimum interior parking lot landscape requirements of city code and submit landscape plans with each final development plan application to be reviewed by the city landscape architect.
- 4. The text contains screening requirements for dumpsters, loading and service areas that is consistent with city code.
- 5. The zoning text exempts the applicant from providing the internal landscaping buffering requirements between dissimilar uses as required by C.O. 1171.05. Staff believes that this is appropriate due to the mixed-use development pattern of the zoning district.

# H. Utilities, Lighting & Signage

- 2. The text requires all utilities to be installed underground.
- 3. The text states that all security lighting be motion sensor type.
- 4. The text states that street lighting shall not exceed 30 feet in height, that fully shielded cut off type fixtures be used and be consistent throughout the zoning district.
- 5. The text requires standard New Albany street regulatory signage to be used and that any entry feature signage be subject to review and approval at the time of a final development plan application.
- 6. The text requires a master sign plan to be submitted in conjunction with the fist final development plan for the zoning district and where this sign plan is silent, the city sign code

regulations will apply. Additionally, the text states that the intent for subarea 3 is to create a unique and creative sign package that will determine design, numbers and placement on buildings within the subarea.

#### IV. ENGINEER'S COMMENTS

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and provided the following comments:

- 1. Sugar Run is a FEMA studied stream (Map No. 39049C0180). We recommend that the Stream Corridor Protection Zone (SCPZ) width be established in accordance with Chapter 1155 Flood Damage Reduction.
- 2. We will evaluate storm water management, sanitary sewer collection and roadway construction related details once construction plans become available

#### V. RECOMMENDATION

## Basis for Approval:

Staff recommends approval of the rezoning application. The Engage New Albany Strategic Plan envisions the concept of a hamlet which is the intent of this zoning district. This concept was revived in the strategic plan based on public feedback the city collected from residents during the recent strategic planning process. Residents cited a lack of local dining and retail options as the city's second greatest weakness and one of the top areas where the city should focus their efforts in the future. Additionally, residents expressed interest in adding a diversity of housing options to ensure that New Albany is a life-span community.

The proposal matches the city strategic plan's land use recommendation and meets 11 out of 12 hamlet development standards found in the Engage New Albany Strategic Plan. The Engage Plan recommends buildings not be taller than three stories in height around the civic green, nor taller than two stories at the perimeter. While a portion of this development exceeds the height recommendations, the height and number of stories appears appropriate since it takes into consideration the surrounding environment by transitioning heights from neighboring properties. Moreover, the site plan, architectural commitments and requirements, landscaping and strong emphasis on pedestrian experience and connectivity equates to a development that is very desirable from a site and building design and planning perspective.

The city's parkland and open space requirements account for a traditional single-family subdivision. While the subdivision regulations technically apply to this site since it is creating new residential sites, it does not account for this type of Hamlet mixed-use development pattern recently established and recommended by the Engage New Albany Strategic Plan. The development provides a substantial amount of passive open space by establishing Sugar Run Park and an active, central parkland where restaurants and performances will be located.

The strategic plan identifies this site as one of two locations in the city where this type of hamlet development is appropriate given its location and the surrounding development context. Overall, the proposed densities and uses are appropriate due to the location of the zoning district along the Central College Road corridor which serves as a transitional area between denser residential and commercial development to the west and north to the typical suburban residential development that exist on the east side of 605. While the proposed density exceeds the strategic plan recommendations since it is not proposing an offset, it is appropriate given the desired development pattern of a hamlet. Moreover, the zoning text accounts for this transition by permitting single family attached and detached uses on the east side of 605, providing an appropriate transition to the denser uses that are permitted on the west of 605.

Master planning and holistic design principles are crucial components of what has made the New Albany community so successful to date and the applicant commits to these principles. This plan and its design recognizes the intrinsic relationship between the public and private realms to ensure the following general principles of the zoning district are met:

- Providing a pedestrian friendly environment that places a high priority on walking and bicycling;
- Creation of interesting and convenient destinations;
- o A commitment to respecting the natural environment; and
- Using high quality architecture and design that emphasizes beauty, human comfort and creating a sense of place.

To achieve these goals, the applicant commits to providing various master plans as part of the final development plan process including a shared vehicular and bicycle parking, streetscape and perimeter landscaping, lighting and signage plans.

The proposed rezoning accomplishes the following city code considerations found in C.O. 1111.06:

- 1. The zoning amendment will result in a more comprehensive planned redevelopment of the area and will ensure compatibility between uses in the immediate area (1111.06(a)).
- 2. The proposed zoning classification permits consistent uses found within other adjacent zoning districts (1111.06(b)).
- 3. The zoning amendment application is an appropriate application for the request (1111.06(e)).
- 4. The overall effect of the development advances and benefits the general welfare of the community (1111.06(f)).

Staff recommends approval provided that the Planning Commission finds the proposal meets sufficient basis for approval.

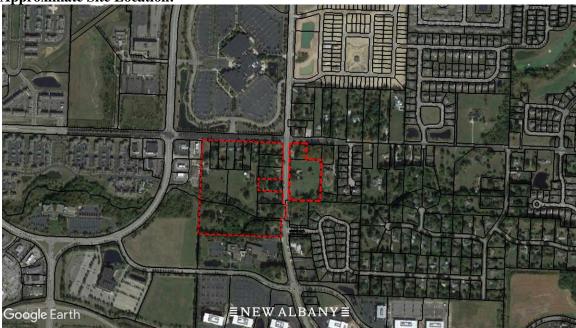
#### VI. ACTION

# Suggested Motion for ZC-43-2021:

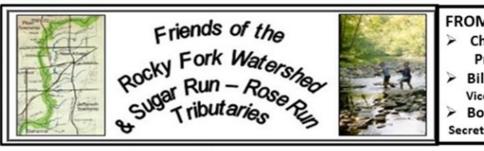
To recommend approval to city council of zoning amendment application ZC-43-2021 based on the findings in the staff report with the following conditions.

- 1. The text must be revised to require all new roads and alleys to be dedicated publicly.
- 2. The final design and geometry of proposed curb cut, aligning with Snider Loop, is subject to staff approval in order to ensure proper turn movements are achieved.
- 3. The text must be revised to require leisure trail or sidewalk to be installed on both sides of the proposed new public road within subarea 5.
- 4. Parking standards for three-bedroom units in subarea 2 must be added to the text or are included with the final development plan.
- 5. The text must be revised to state that the proposed Sugar Run Park will be owned by the city and maintained by a private owner or business association in perpetuity.
- 6. The final lengths of street widening and roadway design along State Route 605, geometrics/design of the Snider Loop/605 intersection, and extent of the right turn lane from State Route 605 onto Central College be subject to the city traffic engineer's review and approval.

**Approximate Site Location:** 



Source: Google Earth



#### FROM:

- Chris Willmore President
- Bill Resch Vice President
- Bob Kyle Secretary -Treasurer

TO: MEMBERS of the New Albany PLANNING COMMISSION: Chairperson Neil Kirby, Dave Wallace, Brad Shockey, Hans Schell, Andrea Waltrout, Council Liaison, Matt Shull and CITY PLANNING & ZONING STAFF: Steve Mayer and Chris Christian

On behalf of our membership, we are presenting our team's evaluation of the NoNA (North New Albany) Gateway Development Proposal by Steiner & Associates (aka SNA) LLC) Zoning Case No. ZC - 43-2021 as it relates to the Sugar Run Stream corridor.

Our organization's Urban Development Committee thoroughly reviewed:

- The Rocky Fork Blacklick Accord Community Plan Update #3
- 2. The RFBA Professional Planning Staff's Staff Report
- 3. The U.S. ARMY CORPS OF ENGINEERS April 23,2021 Letter of APPROVAL of Jurisdictional Waters Wetlands Determination LRH-2021-291-by EMH&T
- 4. The Ohio EPA ROCKY Fork Watershed Protection Action Plan
- 5. The ENGAGE NEW ALBANY 2021 Strategic Plan's Design Guidelines Requirements
- 6. The City of New Albany requirements of Ordinance 1187 Section 1187.15, on Parkland Dedication and Section 1187.16, on Open Space.

EVALUATION of the Environmental Features and Stewardship of the NoNA Development:: The primary focus and assessment by the Friends of the Rocky Fork Watershed and its Sugar Run - Rose Run Tributaries is related to PRESERVATION and PROTECTION, in perpetuity, of the site's Natural Features and the Sugar Run stream corridor. After extensive cordial and informative consultations with the applicant's team, Yaromir Steiner, Justin Leyda, and Bryan Stone, it is very evident that the Steiner & Associates/SNAI LLC organization is very committed to restoring and enhancing the NoNA portion of the Sugar Run Stream's riparian corridor. Also their past record of exemplary environmental stewardship on local (Easton) and national projects precedes their NoNA Gateway Project. Once the first step of approval by the Planning Commission of the NoNA Town District Project's ZONING APPROPRIATENESS, THE FRIENDS OF THE ROCKY FORK & TRIBUTARIES we are confident this very experienced company and its EMH&T contractor will be fully compliant to all enviromental Design Guidelines & Requirements (DGRs) and Sediment Erosion regulations embodied in the above referenced Federal, State and Local Documents. The Friends of the Rocky Fork Watershed & Sugar run-Rose Run Tributaries fully endorse and recommend approval of Zoning Case ZC-43-2021.



# Planning Commission Staff Report July 21, 2021 Meeting

## VERIZON WIRELESS DATA CENTER FINAL DEVELOPMENT PLAN

LOCATION: A portion of property generally located north of New Albany Road East

and east of Souder Road (PID: 222-004464-00).

APPLICANT: Foresite Group LLC REQUEST: Final Development Plan

ZONING: Infill Planned Unit Development (I-PUD): Souder East Research and

Information District, subarea 3

STRATEGIC PLAN: Employment Center APPLICATION: FDP-64-2021

Review based on: Application materials received June 16 and July 9, 2021

Staff report prepared by Chris Christian, Planner

#### I. REQUEST AND BACKGROUND

The application is for a final development plan for a proposed Verizon Wireless data center generally located north of New Albany Road East and east of Souder Road on a 14.33 acre site.

This site is located within subarea 3 of the Souder East Research and Information I-PUD zoning district which was reviewed and approved by the Planning Commission on July 7, 2008 (ZC-04-2008) and by City Council on July 15, 2008 (O-16-2008).

#### II. SITE DESCRIPTION & USE

The 14.33 property is currently undeveloped. The zoning text permits uses included in OCD (Office Campus District) zoning district found in city code including administrative, business and professional offices, warehousing as an ancillary use and data centers. The Nationwide data center is located south of the property and Canine Companions to the west. There are residentially zoned and used properties to the north and east of the site.

#### III. EVALUATION

Staff's review is based on New Albany plans and studies, zoning text, and zoning regulations. Primary concerns and issues have been indicated below, with needed action or recommended action in underlined text. Planning Commission's review authority is found under Chapter 1159.

The Commission should consider, at a minimum, the following (per Section 1159.08):

- a. That the proposed development is consistent in all respects with the purpose, intent and applicable standards of the Zoning Code;
- b. That the proposed development is in general conformity with the Strategic Plan/Rocky Fork-Blacklick Accord or portion thereof as it may apply;
- c. That the proposed development advances the general welfare of the Municipality;
- d. That the benefits, improved arrangement and design of the proposed development justify the deviation from standard development requirements included in the Zoning Ordinance:
- e. Various types of land or building proposed in the project;

- f. Where applicable, the relationship of buildings and structures to each other and to such other facilities as are appropriate with regard to land area; proposed density may not violate any contractual agreement contained in any utility contract then in effect;
- g. Traffic and circulation systems within the proposed project as well as its appropriateness to existing facilities in the surrounding area;
- h. Building heights of all structures with regard to their visual impact on adjacent facilities;
- i. Front, side and rear yard definitions and uses where they occur at the development periphery;
- j. Gross commercial building area;
- k. Area ratios and designation of the land surfaces to which they apply;
- l. Spaces between buildings and open areas;
- m. Width of streets in the project;
- n. Setbacks from streets;
- o. Off-street parking and loading standards;
- p. The order in which development will likely proceed in complex, multi-use, multi-phase developments;
- *q.* The potential impact of the proposed plan on the student population of the local school district(s);
- r. The Ohio Environmental Protection Agency's 401 permit, and/or isolated wetland permit (if required);
- s. The U.S. Army Corps of Engineers 404 permit, or nationwide permit (if required).

It is also important to evaluate the PUD portion based on the purpose and intent. Per Section 1159.02, PUD's are intended to:

- a. Ensure that future growth and development occurs in general accordance with the Strategic Plan;
- b. Minimize adverse impacts of development on the environment by preserving native vegetation, wetlands and protected animal species to the greatest extent possible
- c. Increase and promote the use of pedestrian paths, bicycle routes and other non-vehicular modes of transportation;
- d. Result in a desirable environment with more amenities than would be possible through the strict application of the minimum commitment to standards of a standard zoning district;
- e. Provide for an efficient use of land, and public resources, resulting in co-location of harmonious uses to share facilities and services and a logical network of utilities and streets, thereby lowering public and private development costs;
- f. Foster the safe, efficient and economic use of land, transportation, public facilities and services;
- g. Encourage concentrated land use patterns which decrease the length of automobile travel, encourage public transportation, allow trip consolidation and encourage pedestrian circulation between land uses;
- h. Enhance the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;
- *i.* Avoid the inappropriate development of lands and provide for adequate drainage and reduction of flood damage;
- j. Ensure a more rational and compatible relationship between residential and non-residential uses for the mutual benefit of all;
- k. Provide an environment of stable character compatible with surrounding areas; and
- l. Provide for innovations in land development, especially for affordable housing and infill development.

## **Engage New Albany Strategic Plan Recommendations**

The Engage New Albany Strategic Plan lists the following development standards for the Employment Center future land use category:

1. No freeway/pole signs are allowed.

- 2. Heavy landscaping is necessary to buffer these uses from adjacent residential areas.
- 3. Plan office buildings within the context of the areas, not just the site, including building heights within development parcels.
- 4. Sites with multiple buildings should be well organized and clustered if possible.
- 5. All office developments are encouraged to employ shared parking or be designed to accommodate it.
- 6. All office developments should plan for regional stormwater management.
- 7. All associated mechanical operations should be concealed from the public right-of-way and screened architecturally or with landscape in an appealing manner.
- 8. Any periphery security should integrate with the existing landscape and maintain and enhance the character of the road.
- 9. Combined curb cuts and cross-access easements are encouraged.
- 10. The use of materials, colors and textures to break up large scale facades is required.

# A. Use, Site and Layout

- 1. The applicant is proposing the first, 53, 726.2 +/- sq. ft. phase of a Verizon Wireless data center on the 14.33 acre site. The proposed use is appropriate for this location in the New Albany Business Park and is permitted in the zoning text. Any additional development will require a new final development plan application to be reviewed and approved by the Planning Commission.
- 2. The Nationwide data center is located south of the property and the Canine Companions site to the west. There are residentially zoned and used properties located to the east and north of the development site.
- 3. C.O. 1165.06(b)(1) and (2) require an 8 foot wide leisure trail to be installed along Souder Road and it is being met as there is an existing 8-foot-wide leisure trail along the site's frontage.
- 4. Zoning text section IV(E)(7) states that the maximum lot coverage is 70% which includes all proposed pavement and buildings. The applicant states that the current lot coverage will be 26.5% with the first phase of development and 58.6% at full build out, therefore this requirement is met.
- 5. The PUD zoning text requires the following setbacks:

Perimeter Boundary	Required Setback	Proposed Setback	
Souder Road	30-foot building and pavement	158+/- pavement [requirement met]	
		476.4+/- building [requirement met]	
Eastern Boundary	50-foot building and pavement	215.2 +/- pavement [requirement met]	
		325.2 +/- building [requirement met]	
Northern Boundary	50-foot building and pavement	50 +/- pavement [requirement met]	
		98 +/- building [requirement met]	
Southern Boundary	15-foot building and pavement	20 +/- pavement [requirement met]	
		326.4 +/- building [requirement met]	

6. The applicant indicates that the onsite stormwater will be conveyed to an onsite stormwater basin at the southwest corner of the site, adjacent to Souder Road.

#### B. Access, Loading, Parking

- 1. Zoning text section IV(G)(3) permits a maximum of one full service curb cut on Souder Road within this subarea and any additional curb cuts must be reviewed and approved by the Planning Commission as part of a final development plan application. The applicant proposes one curb cut along Souder Road thereby meeting this requirement however, any future additional curb cuts within this subarea will require Planning Commission approval. There will be a 24-foot-wide drive aisle, providing circulation around the entire building.
- 2. The Engage New Albany Strategic Plan envisions a future public street connection along the north side of this site to connect into the existing portion of Souder Road and east to

- connect to the existing Galdino Drive stub in the Upper Clarenton subdivision. This street connection and alignment will be evaluated with future rezoning and development plan submittals.
- 3. City parking code section 1167.05(d)(18) states that one off street parking space is required for each employee on the main shift. There are typically 10 of employees on the main shift and the applicant is providing 49 parking spaces. Therefore this requirement is being met. The proposed parking spaces will be located in front of the building.
- 4. According to C.O. 1167.06(a)(3) the applicant is required to provide 3 off street loading spaces and this requirement is being met with 6 provided on site.
- 5. Per C.O. 1167.03(a) the minimum parking space dimensions required are 9 feet wide and 19 feet long and the applicant is meeting this requirement.
- 6. Per C.O. 1167.03(a) the minimum maneuvering lane width size is 22 feet for this development type. The applicant proposes to install a 24 foot maneuvering lane around the proposed building and parking areas therefore this requirement is being met.
- 7. Zoning text section IV(G)(4) states that bicycle parking shall be provided within reasonable distances of all buildings as approved as part of a final development plan application. There are no proposed bicycle parking spaces on the plan and staff recommends that they be added near the front entrance to the site, final location subject to staff approval.

# C. Architectural Standards

- 1. The zoning text states that all building elevations that are visible from public rights-of-way shall receive similar treatment in terms of style, materials and design so such elevations are not of a lesser visual character than any other. Additionally, the text requires a comparable use of materials on all building elevations. All proposed building materials are being used on all elevations of the building, therefore these requirements are being met. The proposed building is designed in a simple, contemporary form and is consistent with other data centers in the immediate area.
- 2. The zoning text permits the following exterior materials:
  - Traditional materials such as wood, stone, brick and concrete. Contemporary
    materials such as metal, aluminum, glass, hardiplank are also permitted. The text
    prohibits the use of mirrored or reflective glass and allows EIFS to be used for accent
    elements.
  - The building material requirements of the zoning text are being met. The applicant submitted a building material sample board along with proposed building elevations. The plans demonstrate that different colors of brick will be used as the primary building material and EIFS are used as accent elements for the cornice lines as well as above door entryways.
- 3. Zoning text section IV(F)(1) states that the maximum building height is 45 feet and that architectural elements such as parapets and monitors may exceed this height limitation. The proposed building height is 20 feet therefore this requirement is being met.
- 4. C.O. 1144.04(m) states that any external mechanical equipment shall be totally screened form all public roads and/or adjacent properties from ground level in a manner that provided 100% opacity screening, including rooftop equipment. There is proposed ground mounted equipment located adjacent to the building and the applicant proposes to install a screen wall around the perimeter of the building at varying heights to provide 100% opacity screening. There are no rooftop mechanical units shown on the submitted plans.
  - In more recent employment center zoning texts, the Planning Commission has included additional requirements that such screening shall be provided for sight and sound for mechanical equipment. In preliminary meetings with the applicant, they indicate that the ground mounted equipment will also be enclosed within a container that will buffer the sound generated. Based on the information provided by the applicant and the addition of a ground screen wall, it appears that the typical New

- Albany Business Park requirements are being met however, staff recommends a condition of approval that the applicant provide the height of the proposed ground mounted and any roof mounted mechanical equipment in relation to the height of the proposed screen walls and that they be 100% screened for sight and sound.
- 5. DGR Section 6(I)(A)(6) states that all visible elevations of a building must receive similar treatments in style, materials and design so that no visible side is of a lesser character than any other. The applicant is meeting this requirement by using the same materials on all building elevations.
- 6. DGR Section 6(I)(A)(12) states that buildings shall have active an operable front doors along all public and private streets. The building is designed with an active and operable front door along Souder Road therefore this requirement is being met.
- 7. C.O. 1171.05(b) states that all trash and garbage container systems must be screened, not be located in front yards and meet the minimum required pavement setbacks. The applicant proposes to install a dumpster enclosure along the eastern boundary of the site at the rear of the building, within the pavement setbacks with the dumpster enclosure using the same brick that is used on the building.

# D. Parkland, Buffering, Landscaping, Open Space, Screening

- 1. Per C.O. 1171.05(e), a minimum of one tree per 5,000 feet of ground coverage is required. The plans indicate a total ground coverage of 143,146 sq. ft., therefore 29 trees are required and the 29 are proposed to be installed near the parking lot and around the stormwater basin. The city landscape architect reviewed the proposal and recommends that the proposed tree planting around the stormwater basin be randomized in order to appear more natural and staff recommends that this be a condition of approval.
- 2. Per C.O. 1171.06(a)(3) a minimum of one deciduous tree is required to be planted for every 10 parking spaces. There are 49 parking spaces shown on the plan, therefore 5 trees are required to be planted within the parking lot and 5 are proposed.
- 3. Per zoning text section IV(H)(2)(A) one street tree is required to be planted every 30 feet on center along Souder Road and be a minimum of 2.5 to 3 inches in caliper. The property has 347.20 feet of frontage along Souder Road therefore 12 street trees are required to be planted (347.20/30= 11.57). The applicant proposes to install 11 street trees and staff recommends a condition of approval that a total of 12 street trees must be planted.
- 4. Per C.O. 1171.06(a)(2) a minimum of 5% of the overall parking area must be landscaped. The applicant is exceeding this requirement by providing 5.83% landscape area within the parking areas.
- 5. Per C.O. 1171.06(b) parking lots are required to be screened from primary streets, residential areas and open space by a minimum 3.5-foot-tall evergreen hedge or masonry wall and this requirement is met with a combination of landscape planting and a screen wall.
- 6. Per C.O. 1171.05(C) requires landscape screening to be installed between commercial and residentially zoned properties, planted no closer than 3 feet to any property line that will provide 75% opacity screening and be 10 feet tall within 5 years of planting. There are residentially zoned properties along the along the northern and eastern boundaries of this site, therefore this requirement applies. It appears that this requirement is being met along the northern and eastern property lines where residentially zoned and used land abuts this property. There are existing trees and landscaping along the northwestern property line which is also residentially zoned and used and staff recommends that additional planting is added along this property line in order to achieve 75% opacity screening, subject to the review and approval of the city landscape architect.
- 7. Zoning text IV(H)(3) states that a 6-foot-tall mound shall be installed along the northern border of this subarea along parcel number 220-000596 with evergreen and/or deciduous trees installed at a rate of 12 trees per 100 linear feet. This requirement is met as this was installed along the northern property line when Souder Road was extended.

- 8. The City Landscape Architect reviewed the proposal and provided the following comments. Staff recommends a condition of approval that the Landscape Architect's comments are addressed, subject to staff approval.
  - New Albany zoning requires screening adjacent to residential properties. The screening must achieve 75% opacity within 5 years of installation. Install random massings of large deciduous shade trees and/or evergreen trees along the northern and eastern property lines to meeting this code requirement. Deciduous trees should be between 2-3 inch caliper at installation with no more than 50% being 2 inch caliper. Evergreen trees should be between 6-8 feet at installation with no more than 50% being 6 feet tall.
  - Install random massing of large deciduous shade trees along and around the proposed retention pond and in front of mobile asset parking area for a more naturalized edge condition.
  - Include more diversity within the tree schedule. For deciduous trees: consider oaks, maples and beeches. For evergreens: consider spruce and pines. There is a preference for native species when possible.

#### E. Lighting & Signage

- 1. The applicant did not include any proposed signage as part of the application. <u>Staff</u> recommends a condition of approval that any future signage be subject to staff approval and must be the city sign code requirements.
- 2. The zoning text contains various requirements related to onsite including but not limited to the following. The applicant did not submit a detailed photometrics plan for this specific site but provided examples from other Verizon data center sites. In order to ensure these requirements are met, staff recommends a condition of approval that a detailed photometric plan be submitted showing zero or near zero candle foot light intensity at the property lines and that all other zoning text requirements related to lighting are met.
  - Zoning text section IV(I)(1) requires all parking lot lights to be cut-off and downcast
  - Zoning text section IV(I)(3) requires all light poles to be no taller than 30 feet and be black or New Albany Green.
  - Per zoning text section IV(I)(7), flood lighting of buildings or landscaping is prohibited, except where required for employee security.

#### IV. ENGINEER'S COMMENTS

The City Engineer has reviewed the application and provided the following comments. These comments can also be found in a separate memo attached to this staff report. <u>Staff recommends a condition of approval that the comments of the city engineer are addressed, subject to staff approval.</u>

- 1. Refer to Exhibit A. Add the notes and signature block depicted on this Exhibit to the cover sheet of the final development plan.
- 2. We will evaluate storm water management, sanitary sewer collection and roadway construction related details once construction plans become available

#### V. RECOMMENDATION

Staff recommends approval of the Verizon Wireless data center final development plan as it meets the Employment Center development standards found in the Engage New Albany Strategic Plan. The proposed use is appropriate based on its location in the New Albany Business Park and close proximity to similar uses. The proposed building design is simple and contemporary, matching the design of other data centers in the immediate vicinity. There are residentially zoned and used properties to the north and east of the site and the applicant is providing appropriate screening along those property lines as required by city code.

As the New Albany Business Park has grown, the Planning Commission has included additional requirements in more recent zoning texts to ensure that screening for rooftop and ground mounted mechanical equipment is provided for both sight and sound particularly in areas where adjacent residential properties exist in order to be sensitive in transitioning areas. The applicant is committing to these principles and in addition to providing screen walls, the site has been designed in a way so that existing trees and landscape along property lines can be used to provide additional buffering between dissimilar uses meeting city code requirements. Staff is supportive of the tree preservation and has a condition of approval that additional landscaping be added to the area, if needed, to ensure the screening requirements are met. The city landscape architect will review the landscape plan to ensure the properties lines to the north and east also meet the 75% opacity screening requirements.

#### V. ACTION

Should the Planning Commission find that the application has sufficient basis for approval, the following motions would be appropriate:

# Move to approve final development plan application FDP-64-2021, subject to the following conditions:

- 1. Any additional development will require a new final development plan application to be reviewed and approved by the Planning Commission.
- 2. All ground mounted and rooftop equipment must be screened 100% for sight and sound.
- 3. Bicycle parking must be added near the front entrance to the site, final location subject to staff approval.
- 4. Landscape screening must be added to the northwest property line that achieves 75% opacity screening, subject the review and approval of the city landscape architect.
- 5. Tree planting around the stormwater basin must be naturalized.
- 6. A total of 12 street trees must be installed along Souder Road.
- 7. The city landscape architect comments must be addressed, subject to staff approval.
- 8. Any future site signage is subject to staff approval.
- 9. A detailed photometrics plan must be submitted showing zero or near zero candle foot light intensity along all property lines and all other zoning text lighting requirements must be met.
- 10. The city engineer comments must be addressed, subject to staff approval.

#### **Approximate Site Location**



Source: Google Earth

# **City of New Albany**

99 West Main Street New Albany, Ohio 43054



404.531-01 July 7, 2021

To: Christopher Christian Engineering Manager

From: Ed Ferris, P.E., P.S., City Engineer

By: Jay M. Herskowitz, P.E., BCEE

Re: Verizon - FDP

We reviewed the referenced submittal in accordance with Code Sections 1159.07 (b)(3) FDP. Our review comments are as follows:

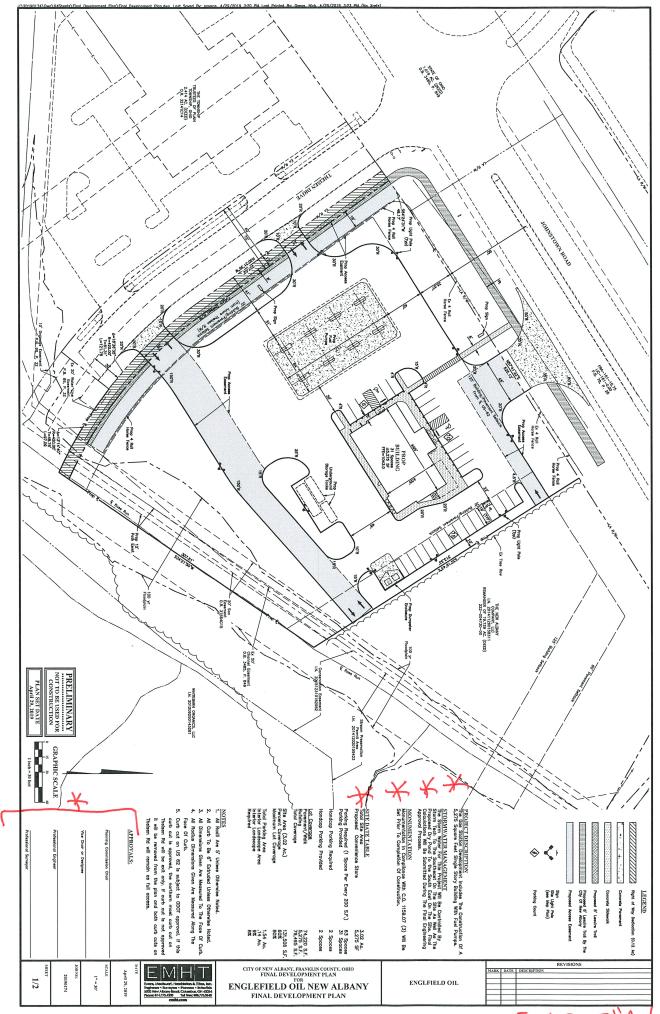
- 1. Refer to Exhibit A. Add the notes and signature block depicted on this Exhibit to the cover sheet of the final development plan.
- 2. We will evaluate storm water management, sanitary sewer collection and roadway construction related details once construction plans become available

EPF/JMH

CC:







EXHIBIT"A

Permit #	
Board	
Mtg. Date	



# **Community Development Planning Application**

(A 30 %	Site Address Souder Road, New Albany, Ohio 43054				
	Parcel Numbers 222-004464				
11650	Acres 14.33	# of lots	created		
		" of row distinct			
THE REAL PROPERTY.	Choose Application Type	Circle all Details that Apply			
Project Information	□□Appeal □□Certificate of Appropriateness □□Conditional Use □□Conditional Use □□Conditional Use □□Conditional Use □□Conditional Use □□Plat □□Lot Changes □□Minor Commercial Subdivision □□Vacation □□Variance □□Extension Request □□Zoning  Description of Request: □□Conditional Use	Preliminary Preliminary Combination Easement Amendment (	v vecom 1000	Comprehensive Adjustment Street Text Modification	Amendment  d infrastructure
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ts	Property Owner's Name: The Address: 8000 Walton City, State, Zip: New Alban Phone number: 614-939-Email: 2roggenkan	8000 BOOU	13054	Fax: 614-5	739-8325
Contacts					
on	Applicant's Name: Foresite Group, L	TC			
٥	Address: 2101 Magnolia A				
Section 1	City, State, Zip: Birmingham, AL 3 Phone number: 205-397-0370	35205		Fax: 844-272-	0997
	Email: nspence@fg-inc.i	net		Tax. 044 272	
Signature	The Owner/Applicant, as signed below employees and appointed and elected of	visits to the property by City of New Albany representatives are essential to process this application.  Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, loyees and appointed and elected officials to visit, photograph and post a notice on the property ribed in this application. I certify that the information here within and attached to this application is correct and complete.			entatives, e property
S	Signature of Owner Signature of Applicant	than 2	and the second	Date Date	

# SITTIG CORTESE LLC

Attorneys at Law

1500 Frick Building Pittsburgh, PA 15219

412/402-4000 412/402-4011 Fax

E-Mail: jcortese@sittigcortese.com

June 17, 2021

Mr. Steve Mayer City of New Albany Development Department 99 West Main Street New Albany, OH 43054

RE:

Verizon Data Center- Environmental Compliance

Souder Road

Dear Mr. Mayer:

This letter serves to inform the City of New Albany of environmental conditions associated with the approximately 14.33 acre Verizon Data Center located northwest of the intersection of New Albany Road East and Souder Road in the City of New Albany, Franklin County, Ohio. The property consists of undeveloped land used for agricultural row cropping.

The agricultural fields within the property are generally well drained. Per the Phase 1 Environmental Site Assessment Report done by Trileaf Corporation dated March 15, 2021, it is our opinion that the property does not contain any jurisdictional wetlands or streams. As a result, a permit from the US Army Corps of Engineers or Ohio EPA would not be required for any development activities associated with this project.

Sincerely

By:

Joseph A. Cortes

JAC/cad



1515 Des Peres Road, Suite 200, Saint Louis, Missouri 63131 - 314.997.6111 - www.trileaf.com

June 18, 2021

Mr. Kevin Wooldridge Verizon Wireless 7575 Commerce Court Lewis Center, OH 43035

Subject: Verizon Data Center - Natural Water Features Statement

Dear Mr. Wooldridge,

This letter serves to inform Verizon Wireless and the City of New Albany of environmental conditions associated with the purchase of an approximately 14.33-acre area (the '*Property*') of the Franklin County parcel # 222-004464-00 which is intended for development as the Verizon Data Center located northwest of the intersection of New Albany Road East and Souder Road in the City of New Albany, Franklin County, Ohio. The property currently consists of land used for agricultural row cropping.

According to readily available historical aerial photographs and topological maps dating back to 1938, the Property has only been used for agricultural purposes. No stressed vegetation suggesting chemical release or extended periods of water saturation were observed in any of the historical aerial photographs or during site reconnaissance.

At the time of site reconnaissance on February 24, 2021, some areas of the Property were snow-covered and pooled water was observed along the eastern boarder of the Property. Based on the historical imagery, this water was considered to be snow-melt. The entirety of the Property was observed to contain corn stalks from the previous year's crop. No evidence of obligate hydrophytic vegetation was observed within the Property boundaries.

As part of the *Phase I Environmental Site Assessment* (Phase I ESA) prepared by Trileaf dated March 15, 2021, the US Fish and Wildlife Services' National Wetland Inventory map was reviewed for the area of the Property. No wetlands or state open waters were identified within 300 feet of the Property.

Additionally, the Phase I ESA afore mentioned reviewed soil data for the Property. The primary soils underlying the Property are considered Bennington soils. Although Bennington soils are somewhat poorly drained, the soils beneath the Property do not meet hydric criteria.

Based on the above data and observations, Trileaf does not consider the Property to contain any jurisdictional wetlands or streams and therefore did not consult with the US Army Corps of Engineers or Ohio EPA regarding any permitting.

Trileaf appreciates this opportunity to be of service to Verizon Wireless. If you have any questions or comments, please contact me at 314-997-6111 or j.munsch@trileaf.com.

Sincerely,

Joy Munsch
Project Manager

**Trileaf Corporation** 

Joy M Munsch

# PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("<u>Agreement</u>") is made and entered into so as to be effective on the last date of signature below (the "<u>Effective Date</u>"), by and between **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company ("<u>Seller</u>"), and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless ("<u>Buyer</u>").

# **RECITALS**:

WHEREAS, Seller is the fee simple owner of certain real property defined below as the "Property," which is generally located to the east of Souder Road in the City of New Albany, County of Franklin, and State of Ohio; and

WHEREAS, Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller in accordance with the terms and conditions hereinafter provided.

#### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. <u>DEFINITIONS</u>. Certain capitalized words and terms are defined throughout this Agreement for purposes of context and convenience. In addition, the capitalized words and terms set forth in this Section 1 shall, unless the context otherwise requires, have the following meanings:
- (a) "<u>Business Park CCRs</u>" means that certain Declaration of Covenants, Conditions, Restrictions and Easements for The New Albany Business Park that was recorded as Instrument Number 200007030130348 and re-recorded on January 10, 2001, as Instrument Number 200101100006699 in the Office of the Recorder, Franklin County, Ohio, as the same has been supplemented and amended from time to time.
  - (b) "<u>City</u>" means the City of New Albany, Ohio.
- (c) "Closing" means the consummation of the purchase and sale of the Property as provided for herein, including delivery of the Purchase Price to Seller and the conveyance of the Property to Buyer.
- (d) "Closing Date" means the date on which Closing occurs pursuant to the requirements of Section 11.
- (e) "<u>Commitment</u>" means a commitment for title insurance from the Title Company setting forth the status of title to the Property, which shall include electronic links to all instruments of record referred to therein.
- (f) "Community Authority CCRs" means that certain Declaration of Covenants, Restrictions and Agreements for The New Albany Community Authority that is of record with the

Office of the Recorder, Franklin County, Ohio as Official Record Volume 16999, Page C04, as the same has been supplemented and amended from time to time.

- (g) "<u>Deed</u>" means a limited warranty deed serving to convey title to the Property from Seller to Buyer, to be duly executed and delivered by Seller to Buyer at Closing, the form of which shall be substantially similar to Exhibit B attached hereto and made a part hereof.
- (h) "<u>Due Diligence Period</u>" means that period of time beginning on the Effective Date and ending at 5:00 p.m. ET on the date that is one hundred eighty (180) days following the Effective Date.
- (i) "Hazardous Substances" means hazardous materials or substances as defined in all applicable provisions of any federal regulations, amendments, updates or superseding legislation to or for the Environmental Protection Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, or the regulations promulgated thereunder, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous substances, hydrocarbons, hazardous materials, toxic substances or hazardous wastes as defined from time to time in any other federal, state and local laws or the regulations promulgated thereunder applicable to the Property, including, but not limited to, any asbestos insulation or other materials composed of or containing asbestos.
- (j) "Improvements" means any and all improvements to the Property (whether temporary or permanent) including, but not limited to, buildings and structures, parking areas, loading areas, fences, walls, hedges, plantings, ponds, lakes, streams, exterior temporary or permanent signs, bulk or exterior storage/sales area, material changes in any exterior color or shape, excavation and any and all other site work including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvements" does not include turf, shrub, or tree repair or replacement or any other minor repair or replacement which does not change exterior colors or exterior appearances. "Improvements" shall include both original Improvements and all later changes and Improvements.
- (k) "Intended Use" means the development and operation of a data center, including ancillary facilities related thereto.
- (l) "Owner's Policy" means an Owner's Policy of Title Insurance (ALTA Form 06-17-06) in the amount of the Purchase Price, issued pursuant to the Commitment.
- (m) "Parties" means Buyer and Seller together, and "Party" means either Buyer or Seller.
- (n) "Property" means that certain real property consisting of 14.39± acres generally located east of Souder Road in the City of New Albany, County of Franklin, State of Ohio and known as a portion of Franklin County Auditor's Tax Parcel Number 222-004464-00, as depicted on Exhibit A attached hereto and made a part hereof, together with all easements, rights, and

appurtenances thereto. The final legal description of the Property, for purposes of preparing the Deed to be delivered at Closing and for all other purposes hereunder, shall be determined by the Survey.

- (o) "Recorder" means the Office of the Recorder of Franklin County, Ohio.
- (p) "Survey" means a current survey of the Property that locates all Schedule B, Part II exceptions identified in the Commitment and is sufficient to delete the survey exception from the Owner's Policy. The Survey shall be prepared by the surveying and engineering firm of Evans, Mechwart, Hambleton & Tilton (EMH&T) and shall be created in accordance with American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS) standards.
- (q) "<u>Title Company</u>" means Stewart Title Company, Attn: Julie Ross, 259 W. Schrock Road, Westerville, Ohio 43081.
- 2. <u>AGREEMENT TO PURCHASE AND SELL THE PROPERTY</u>. On the Closing Date, Seller shall sell and convey the Property to Buyer and Buyer shall purchase the Property from Seller by paying to Seller the Purchase Price, all in accordance with the terms and conditions set forth herein.

# 3. PURCHASE PRICE.

(a)	Amount.	The price to be paid by Buyer to Seller in consideration for the	
conveyance of	of the Property	(the "Purchase Price") shall be	
MARCHARD STA	Contract of the second	) multiplied by the acreage contained within the Property, net of any	
existing public road right-of-way, as established by the Survey and rounded to the nearest one-			
thousandth of	f an acre.		

- (b) <u>Payment</u>. The Purchase Price shall be paid as follows:
- (i) <u>Deposit</u>. No later than 5:00 p.m. ET on the fifth (5th) business day following the Effective Date, Buyer shall deliver to the Title Company, as escrow agent, the sum of the transaction contemplated hereunder (the "<u>Deposit</u>"). The Deposit shall be held by the Title Company under the terms of its standard escrow agreement, the terms of which shall be consistent with this Agreement. This Agreement may be terminated at the election of Seller in the event that Buyer has not delivered the Deposit to the Title Company by 5:00 p.m. ET on the fifth (5th) business day following the Effective Date; provided, however, that such right shall expire if Buyer delivers the Deposit to the Title Company prior to receipt of a notice of termination pursuant to this paragraph. The Deposit shall be non-refundable to Buyer, unless Buyer terminates this Agreement pursuant to Section 17, but the Deposit shall be applied as a credit against the Purchase Price at Closing.
- (ii) <u>Balance of Purchase Price</u>. Buyer shall pay the balance of the Purchase Price at Closing, net of any adjustments set forth in this Agreement.

4. EXISTING PROPERTY INFORMATION. No later than ten (10) business days following the Effective Date, Seller shall deliver to Buyer the following information relating to the Property, in electronic form, to the extent that such information is in Seller's possession or control (the "Existing Property Information"): (a) existing title policy(s) or title commitment(s); (b) recent survey(s); (b) existing environmental reports pertaining to the Property; (c) current wetlands reports, applications and permits; (d) existing geotechnical reports covering any portion of the Property; (e) existing farm leases applicable to any portion of the Property; (f) current zoning text applicable to the Property; and (g) a copy of the Design Review Submittal Requirements under the Business Park CCRs. Buyer acknowledges that Seller is delivering the Existing Property Information on as AS-IS basis without any representation or warranty, express or implied, as to the accuracy or completeness of the Existing Property Information. Seller shall have a continuing obligation to Buyer during the term of this Agreement to deliver all communications with all governmental authorities concerning the Property that could negatively affect the value of or entitlements on the Property (e.g., violation notices, notices pertaining to assessments, condemnation notices, etc.), as well as all non-privileged communications or other documents relating to any threatened or pending claim relating to the Property. Nothing in this Section 4 shall be read or interpreted to require Seller to pay for or otherwise obtain any additional information or studies relating to the Property. Any and all information delivered by Seller to Buyer pursuant to this Section 4 shall be kept confidential by Buyer. Buyer may share such information with its owners, officers, employees, potential lenders and consultants, provided that Buyer shall inform such individuals that they are bound by the same duty of confidentiality that applies to Buyer hereunder.

# 5. <u>EVIDENCE OF TITLE</u>; <u>REVIEW OF TITLE AND SURVEY</u>.

- No later than ten (10) days following the Effective Date, Seller shall obtain, at its sole cost and expense, the Commitment (which shall include electronic links to all underlying title documents set forth therein) and shall cause the delivery of the same to Buyer. No later than twenty (20) days following Seller's delivery of the Commitment to Buyer, Seller shall obtain an ALTA Survey, which expense shall be shared equally between the Parties, and shall cause the delivery of the same to Buyer. If any matter shown in the Commitment or the Survey is objectionable to Buyer, then Buyer shall, no later than sixty (60) days following the Effective Date, provide written notice (the "Objection Notice") to Seller setting forth Buyer's specific objections (the "Objections"). Seller shall provide written notice to Buyer ("Seller's Notice") with a plan for curing the Objections or indicating Seller's inability or unwillingness to cure such Objections on or before the date that is fifteen (15) days following Seller's receipt of the Objection Notice. If Seller fails to timely deliver Seller's Notice or Seller's Notice indicates that there are Objections that Seller is unable or unwilling to cure, then Buyer may elect, by providing written notice to Seller of its intention within fifteen (15) days following Buyer's receipt of Seller's Notice, to either (a) accept title subject to the terms of the Seller's Notice (or, if no Seller's Notice is provided, subject to all matters raised in the Objection Notice) with no abatement of the Purchase Price except for monetary liens of a fixed or ascertainable amount (which shall be paid by Seller or credited against the Purchase Price), or (b) terminate this Agreement. Any title matter which is disclosed in the Commitment or the Survey, and to which Buyer does not timely object or elects to take title to the Property subject to, shall be deemed a "Permitted Exception".
  - (b) Buyer may request in writing that Seller cause the Title Company to update the

Commitment at any time prior to Closing. Buyer shall have the right to object to any new exceptions shown on the updated Commitment other than the Permitted Exceptions under the originally issued Commitment. Notwithstanding anything to the contrary, if Seller fails to cure such new items within five (5) days of receipt of a written objection, Buyer shall again have the right to terminate this Agreement or waive the objection, both within ten (10) days after making its objection. If necessary, the Closing Date shall be extended for such purposes, but in no event shall the Closing Date be extended for more than thirty (30) days.

- (c) Seller hereby discloses to Buyer that the Property will be subject to the Business Park CCRs and the Community Authority CCRs. To the extent that the Property is not already subject to the Business Park CCRs or the Community Authority CCRs, Seller shall cause supplemental declarations to add the Property to the Business Park CCRs and/or the Community Authority CCRs to be executed and recorded (at Seller's sole cost and expense) with the Recorder at or prior to Closing and prior to the recording of the Deed. Following the Closing, the Property will be subject to the payment of certain charges contemplated in the Business Park CCRs and the Community Authority CCRs.
- (d) Buyer acknowledges that the Property is or may be located within a so-called tax increment financing district (a "<u>TIF District</u>") created under Ohio law for the purpose of diverting the use of all or a portion of the real property taxes attributable to and paid by the owner of such Property for the payment of the costs of public infrastructure improvements located outside of the boundaries of the Property. If requested by the City, Seller shall enter into (i) an agreement with the City to subject the Property and other real property owned by Seller to the TIF District (the "<u>TIF Agreement</u>"), and (ii) a memorandum of the TIF Agreement. If the TIF Agreement is executed by Seller and the City prior to Closing, then the memorandum of TIF Agreement shall be recorded with the Recorder at or prior to Closing. The form of the TIF Agreement and the memorandum of the TIF Agreement shall not be subject to objection by Buyer, but Seller shall provide a copy of the TIF Agreement and the memorandum of TIF Agreement to Buyer within five (5) business days following Seller's receipt thereof from the City.
- (e) Notwithstanding any provision hereof to the contrary, (i) Seller shall cause any mortgages or other liens against the Property that have been given by Seller or its predecessors to secure indebtedness, any mechanic's liens, and any judgments against Seller to be discharged at Closing without the requirement of any notice or demand by Buyer, and (ii) taxes and assessments which are a lien but not yet due and payable shall not be the subject of any Objection and Buyer shall accept title to the Property subject to the same.
- 6. <u>DISCLAIMER OF CERTAIN REPRESENTATIONS AND WARRANTIES.</u> Except as otherwise expressly stated in this Agreement or disclosed in the warranties set forth in the Deed: (a) Seller hereby specifically disclaims any other warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning the Property; (b) Buyer acknowledges that it will inspect the Property and Buyer will rely on its own investigation of the Property; (c) the sale of the Property, except as to title and matters of record as provided for herein, is made on an "AS-IS", "WHERE-IS", "WITH ALL FAULTS" basis; and (d) Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, Seller makes no other warranty or representation, express or implied, including, but not limited to, any warranty of

condition, habitability, merchantability, tenantability or fitness for a particular purpose, with respect to the Property.

## 7. BUYER'S DUE DILIGENCE PERIOD.

- (a) Buyer shall have until the expiration of the Due Diligence Period to satisfy itself, in Buyer's sole and absolute discretion, of the suitability of the Property for Buyer's Intended Use, including, but not limited to, the physical characteristics of the Property, the availability of public right-of-way access and utilities, the ability of Buyer to obtain any necessary governmental approvals, and the economic viability of the development and operation of the Intended Use on the Property.
- (b) If Buyer determines that the Property is not suitable for Buyer's Intended Use, in Buyer's sole and absolute discretion, then Buyer may terminate this Agreement by delivering written notice of termination to Seller at any time prior to the expiration of the Due Diligence Period. If Buyer fails to so notify Seller in writing before the expiration of the Due Diligence Period, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section 7. If Buyer elects to terminate this Agreement pursuant to this Section 7, then within ten (10) days after the effective date of such termination, Buyer shall deliver to Seller copies of all written reports and studies prepared for or by Buyer with respect to the Property, provided that Buyer shall have the right to redact any information from such reports that is considered by Buyer to be proprietary or confidential information.
- Seller hereby grants to Buyer, and its contractors, subcontractors, and other designees, a temporary, revocable license (the "License") to enter upon the Property for the purpose of performing, at Buyer's sole cost and expense, investigations of the environmental and soil conditions found on the Property, as well as performing other investigations that Buyer deems necessary to evaluate the potential development of the Property. Buyer shall promptly restore and repair any damage or disturbance to the Property to reasonably the same condition existing prior to Buyer's investigations of the Property. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims and liabilities, including reasonable attorneys' fees, for personal injury, property damage or mechanics' or materialmens' liens arising out of Buyer's or its contractors', subcontractors' or other designees' entry onto the Property. Buyer shall procure and continue in force from and after the date that Buyer enters the Property, and continuing throughout the term of this Agreement, Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Such insurance policy shall be issued by an insurance company licensed to do business in the State of Ohio having an A.M. Best's rating of "AVII" or above. Seller and/or its designee(s) shall be included as Additional Insured(s) under such Commercial General Liability Coverage. Buyer shall deliver a certificate of insurance to Seller evidencing such coverage prior to the date on which Buyer enters the Property. The certificate shall provide that the insurance may not be canceled except upon thirty (30) days prior written notice to Seller. The minimum limits of the insurance coverage to be maintained by Buyer hereunder shall not limit Buyer's liability under this Agreement. The term of the License shall begin on the date that the certificate of insurance is delivered by Buyer to Seller and shall end upon the earlier of (i) the Closing Date, (ii) the termination of this Agreement by either party, or (iii) Seller's delivery of a notice of Buyer's Default.

#### 8. DESIGN APPROVAL; FINAL DEVELOPMENT PLAN APPROVAL.

- Business Park Preliminary Design Review. Buyer acknowledges and agrees that the site layout for Buyer's development of the Property, as well as building design (elevations), material types and colors, landscaping, lighting and signage within the project (the "Development Plans") shall be subject to the review and approval of The New Albany Business Park Association, Inc. (the "Association") in accordance with the Business Park CCRs. Buyer's development of the Property shall be completed in accordance with all applicable rules, regulations, and design standards of the Association. The Association has adopted review procedures for all development projects on real property that is subject to the Business Park CCRs. A copy of these written design review procedures (the "Design Review Procedures") will be delivered to Buyer as part of the Existing Property Information. Buyer acknowledges that prior to making any improvements on or to the Property, Buyer shall be required to submit an application and additional detailed plans for such improvements to the Association for "preliminary design review" and "final design review" (as required by the Design Review Procedures). If Buyer desires to obtain preliminary design review prior to Closing, then Buyer shall submit Development Plans for "preliminary review" by the Association relating to Buyer's proposed development of the Property for the Association's written approval prior to the date that is one hundred twenty (120) days following the Effective Date. Upon Buyer's submission of any Development Plans, Seller shall use reasonable efforts to cause the Association to review and approve or disapprove any such Development Plans within ten (10) business days after the date of receipt of the same. If Buyer timely submits the Development Plans for preliminary review and thereafter fails to receive approval, or approval with conditions acceptable to Buyer, then Buyer may terminate this Agreement by delivery of written notice to Seller prior to the expiration of the Due Diligence Period, in which event neither party shall have any further obligation to the other except as specifically provided in this Agreement. Failure of Buyer to timely submit Development Plans for preliminary review or failure to thereafter terminate this Agreement prior to the expiration of the Due Diligence Period shall constitute a waiver of Buyer's right of termination under this Section 8(a). "Final design review" of Development Plans includes the review of engineered, to-be-built plans and specifications for development and use of the Property. As such, "final design review" will not occur until after Closing and review and approval of the same shall not be a condition precedent to Buyer's obligation to proceed to Closing.
- have the right to pursue and obtain from the City's Planning Commission a final vote approving a "Final Development Plan", as defined in applicable City ordinances (the "Final Development Plan Approval") necessary for the development of Buyer's Intended Use. Buyer shall use good faith efforts to obtain Final Development Plan Approval prior to the expiration of the Due Diligence Period and Seller shall provide reasonable non-monetary support to such efforts. If Buyer has not obtained, or reasonably determines it will be unable to obtain, the Final Development Plan Approval prior to the expiration of the Due Diligence Period, then Buyer shall have the right to terminate this Agreement by delivering written notice of termination to Seller prior to the expiration of the Due Diligence Period, in which case neither party shall have any further obligation to the other except as specifically provided in this Agreement. Buyer's right to terminate this Agreement pursuant to this Section 8(b) shall terminate on the earlier of (i) the expiration of the Due Diligence Period or (ii) the date on which Buyer obtains the Final

Development Plan Approval from the City's Planning Commission.

- 9. TAXES AND ASSESSMENTS. At or prior to Closing, Seller shall pay all real property taxes and assessments (collectively, the "Real Property Taxes") that are due and owing as of the time of Closing. Seller shall also pay or credit to Buyer at Closing any recoupment of prior taxes that is payable based upon the termination of any prior reduction or exemption relating to agricultural use or otherwise, including recoupment of any "tax savings" under the CAUV program. Seller shall pay all Real Property Taxes for the Property attributable to all periods prior to 12:00 a.m. Eastern Time on the Closing Date ("Seller's Tax Period") and Buyer shall pay all Real Property Taxes for the Property attributable to all periods from and after 12:00 a.m. Eastern Time on the Closing Date ("Buyer's Tax Period"). If Buyer receives a tax bill for the Property attributable to Seller's Tax Period, then Buyer shall deliver such tax bill to Seller not less than ten (10) days prior to the date on which the Real Property Taxes are due (or as quickly as reasonably possible in the event Buyer receives the tax bill within ten (10) or fewer days prior to the due date) and Seller shall pay the tax bill in full prior to delinquency and submit evidence of such payment to Buyer promptly thereafter. With respect to any tax bill for the Property attributable to a portion of Seller's Tax Period and a portion of Buyer's Tax Period, Seller shall pay the tax bill in full prior to delinquency and promptly thereafter submit evidence of such payment to Buyer together with an invoice for Buyer's prorated share of such tax bill. Buyer's prorated share shall be based on the Property's percentage of the total land area included in the tax bill.
- 10. <u>LOT SPLIT/COMBINATION</u>. No later than fifteen (15) days prior to Closing, Seller shall have obtained all necessary approvals from the City and Franklin County to effectuate any and all lot combinations and/or lot splits (the "<u>Lot Split</u>") of the Property so as to establish the Property as one separate tax parcel in the office of the Franklin County Auditor. The Lot Split shall be finalized by the delivery of the Deed from Seller to Buyer and the recording of the Deed by the Title Company.

#### 11. CLOSING.

- (a) <u>Closing Date</u>. The Closing shall be held on a date (the "<u>Closing Date</u>") that is mutually acceptable to Seller and Buyer, provided that such date is no later than thirty (30) days after the earlier of (i) the date upon which Buyer receives the Final Development Plan Approval and (ii) the expiration of the Due Diligence Period.
- (b) <u>Seller's Closing Deliveries</u>. At or prior to the Closing, Seller shall deliver (or cause the delivery of) the following items to the Title Company, as escrow/closing agent:
- (i) The Deed, duly executed by Seller and acknowledged in recordable form, so as to convey the Property to Buyer;
- (ii) The supplement to the Business Park CCRs, if applicable, duly executed by Seller and acknowledged in recordable form;
- (iii) The supplement to the Community Authority CCRs, if applicable, duly executed by Seller and acknowledged in recordable form;
  - (iv) The memorandum of TIF Agreement, if applicable, duly executed by Seller

and the City and acknowledged in recordable form;

- (v) The closing statement, to be prepared by the Title Company, duly executed by Seller;
  - (vi) Evidence of authority for the execution of all documents; and
- (vii) Such other affidavits, certificates, resolutions and related materials that are reasonably requested by the Title Company in connection with Closing.
- (c) <u>Buyer's Deliveries</u>. At or prior to the Closing, Buyer shall deliver (or cause the delivery of) the following items to the Title Company, as escrow/closing agent:
- (i) The closing statement, to be prepared by the Title Company, duly executed by Buyer;
  - (ii) Evidence of authority for the execution of all documents;
- (iii) Such other affidavits, certificates, resolutions and related materials that are reasonably requested by the Title Company in connection with Closing; and
- (iv) The Purchase Price, less the Deposit and any other credits provided herein, if any, by wire transfer of immediately available funds.
- (d) Escrow Instructions; Disbursements. On the Closing Date and at such time as the Title Company (x) is in possession of all items required to be delivered pursuant to subsections (b) and (c) hereinabove, and (y) is prepared to issue the Owner's Policy to Buyer in form and substance acceptable to Buyer, the Title Company, as escrow/closing agent, shall close the sale and conveyance of the Property by Seller to Buyer in accordance with this Agreement and any escrow instructions provided by Seller and/or Buyer, if any.
- (e) <u>Possession</u>. At Closing, Seller shall deliver to Buyer physical possession of the Property, free of all occupants or otherwise as required pursuant to this Agreement.
- of the Commitment and the Owner's Policy (excluding the cost for any extended coverages, the cost to delete the general mineral exception, and the cost of any endorsement to the Owner's Policy requested by Buyer or Buyer's lender), (ii) conveyance fees and transfer taxes applicable to the Deed, and (iii) the cost to record the supplemental declarations to the Business Park CCRs and the Community Authority CCRs, if applicable. Buyer shall pay: (i) if desired by Buyer, the cost for any extended coverages, including the cost to delete the general mineral exception, (ii) the cost of any title endorsements requested by Buyer or Buyer's lender, (iii) the costs to record the Deed and any mortgages or other security instruments on or against the Property, and (iv) one-half of the cost of the Survey and associated legal description. Buyer and Seller shall equally share the costs of any other escrow and closing fees. Seller and Buyer shall each be responsible for the payment of their respective attorneys' fees related to the transaction contemplated in this Agreement.

- 13. EMINENT DOMAIN. If prior to the Closing Date all or any part of the Property shall be taken by any governmental authority under its power of eminent domain, Buyer may: (a) elect to proceed with the transaction, in which event Buyer shall be entitled to all proceeds payable to Seller on account of such taking, which payments shall not exceed the Purchase Price; or (b) elect to terminate this Agreement, in which event the Parties shall be released from all liability hereunder. If Buyer elects to terminate this Agreement, it shall so notify the Seller in writing within ten (10) business days after Buyer receives written notice from Seller of such taking. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction. If Buyer does not terminate this Agreement as set forth in this Section 13, then Buyer and Seller shall jointly have the right prior to Closing to defend at such proceedings and/or negotiate a settlement of such award and/or compensation due as a result of the eminent domain or condemnation.
- 14. <u>SELLER'S REPRESENTATIONS AND WARRANTIES</u>. Seller makes the following representations and warranties, which are true and correct on and as of the Effective Date and will be true and correct on and as of the Closing Date, for the purpose of inducing Buyer to enter into this Agreement. As used herein, when a particular representation or warranty is qualified by the phrase "to the best of Seller's knowledge", it shall mean to the actual knowledge of William G. Ebbing, as President of Seller, without any duty of inquiry or investigation.
  - (a) Seller owns the Property in fee simple, subject to all matters of record or otherwise as set forth in the Commitment, except those that will be discharged on or before the Closing Date and as otherwise disclosed in this Agreement. No person, other than Buyer, has any right, option or agreement, whether oral or written, with respect to the purchase, assignment or transfer of all or any portion of the Property.
  - (b) Seller is duly organized and is in good standing under the laws of the State of Delaware and is duly qualified to transact business in the State of Ohio; Seller has the requisite power and authority to enter into and perform this Agreement; performance by Seller under this Agreement does not conflict with or result in a violation of Seller's governing documents, or any judgment, order, or decree of any court or arbiter to which Seller is a party.
  - (c) Seller has not been notified within the period of three (3) years immediately preceding the Effective Date of any contemplated improvements to the Property by any public authority, any part of the cost of which might be assessed against any part of the Property in the future.
  - (d) Seller has not received notice of (i) any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against Seller with respect to the Property or against the Property, (ii) any violation of the Property's compliance with applicable fire safety laws, building code ordinances, zoning ordinances or any similar statutes, ordinances, laws, rules or regulations, or (iii) any pending or threatened condemnation proceeding against the Property.
  - (e) To the best of Seller's knowledge, there are no encroachments on the Property or any off-record conditions or restrictions applicable to the Property, except as may be shown in the Survey and/or the Commitment or as disclosed in this Agreement.

- (f) There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened against Seller, the subject matter of which directly questions or challenges Seller's title to the Property or Seller's ability to convey the Property or Seller's use or quiet enjoyment of the Property at law or in equity or before any federal, state, municipal or other governmental agency or instrumentality, nor is Seller aware of any facts which to its knowledge would be likely to result in any such action, suit or proceedings.
- (g) To the best of Seller's knowledge, (i) no Hazardous Substances have been generated, treated, stored, transferred from, released or disposed of, or otherwise placed, deposited in, or located on the Property in violation of any applicable environmental laws, nor has any activity been undertaken on the Property that would cause or contribute to the Property becoming a treatment, storage or disposal facility within the meaning of any applicable environmental laws, and (ii) neither Seller nor any other person acting on behalf or with the permission of Seller has used or permitted any Hazardous Substances to be held, released from, stored at, placed or disposed on the Property or any portion thereof, in violation of any applicable environmental laws.

All representations and warranties of Seller contained in this Agreement, whether in this section or elsewhere, shall be deemed true at the date of Closing as though such representations and warranties were made at such time (without giving effect to any reference therein to the Effective Date or another date), unless Seller notifies Buyer in writing to the contrary, and shall survive for a period of one (1) year following Closing.

- 15. <u>BROKER</u>. Neither party is represented by any real estate broker or agent with respect to the transaction contemplated in this Agreement. Notwithstanding the foregoing, Buyer has retained Steve Carr of PBM Wireless as a consultant for this transaction ("Buyer's Consultant"). At Closing, Buyer shall pay Buyer's Consultant a fee pursuant to a separate agreement between Buyer and Buyer's Consultant. Buyer and Seller agree to indemnify, defend and hold harmless the other party from and against any and all brokerage and finder's fee claims, losses, damages, costs or expenses arising out of or resulting from any agreement, arrangement or understanding made or alleged to have been made by the indemnifying party. The representations and indemnifications in this paragraph survive Closing and the termination of this Agreement.
- any obligation, term, covenant, warranty or agreement to be kept, honored, observed or performed by Buyer pursuant to the terms and provisions of this Agreement (a "Buyer's Default") and such Buyer's Default is not cured within ten (10) days after written notice thereof (other than Buyer's failure to tender the Purchase Price and close on the Closing Date, for which no notice or cure period is required) and if there is not also a Seller's Default (as defined below), then Seller may terminate this Agreement by written notice to Buyer, in which event the Deposit shall be released by the Title Company and delivered to Seller as agreed upon liquidated damages, and neither Buyer nor Seller shall have any further obligations or liabilities hereunder, except the Property restoration and other indemnification provisions expressly set forth in this Agreement. Seller and Buyer agree (i) that Seller's actual damages in the event of a Buyer's Default will be difficult to ascertain, (ii) that such liquidated damages represent the parties' best estimate of such damages, (iii) that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages, and (iv) that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages.

- 17. <u>DEFAULT BY SELLER; REMEDIES OF BUYER</u>. If Seller fails to comply with any obligation, term, covenant, warranty or agreement to be kept, honored, observed or performed by Seller pursuant to the terms and provisions of this Agreement (a "<u>Seller's Default</u>") and such Seller's Default is not cured within ten (10) days after written notice thereof and if there is not also a Buyer's Default, then Buyer may, at its option: (i) terminate this Agreement by written notice to Seller, in which event the Deposit shall be released by the Title Company and delivered to Buyer, whereupon neither Buyer nor Seller shall have any further obligations or liabilities hereunder, except pursuant to the Property restoration and indemnification provisions expressly set forth in this Agreement; or (ii) pursue the right of or otherwise seek specific performance.
- 18. DAMAGE TO OR DESTRUCTION OF PROPERTY. Risk of damage to the Property from an environmental or other casualty shall be borne by Seller until delivery of possession of the Property by Seller to Buyer; provided that if the Property is substantially damaged or destroyed by casualty prior to the Closing, then Buyer may elect to (i) terminate this Agreement, or (ii) proceed with the transaction, in which event Buyer shall be entitled to the proceeds of any insurance, if any, not exceeding the Purchase Price, payable to the Seller under any and all policies of insurance covering the portion of the Property so damaged or destroyed.

#### 19. MISCELLANEOUS.

(a) Notice. All notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) certified or registered United States mail, postage prepaid, return receipt requested, (b) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, or (c) electronic mail. All such notices and communications shall be addressed to the parties hereto at the following addresses or at such other address(es) as either may specify from time to time to the other in a notice given in accordance with this section:

To Seller: The New Albany Company LLC

8000 Walton Parkway, Suite 120

New Albany, OH 43054 Attention: Dick Roggenkamp

Email: droggenkamp@newalbanycompany.com

with a copy to: The New Albany Company LLC

8000 Walton Parkway, Suite 120

New Albany, OH 43054 Attention: Molly Iams, Esq.

Email: miams@newalbanycompany.com

To Buyer: Cellco Partnership d/b/a Verizon Wireless

180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery; in the case of expedited prepaid delivery, on the date evidenced by the signed receipt; or in the case of notice sent via email, on the date such notice is sent via email. Notices to a party's attorney shall be deemed to be notice to such party.

- (b) <u>Severability</u>. In the event that any section or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such section or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.
- (c) <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any action, suit or proceeding relating to, arising out of or in connection with the obligations, terms, covenants, warranties or agreements contained in this Agreement may be brought in the Court of Common Pleas of Franklin County, Ohio. Seller and Buyer hereby waive any objection to jurisdiction or venue in any proceeding before said Court.
- (d) <u>Survival</u>. Buyer's and Seller's warranties, agreements, covenants, conditions, representations and remedies set forth in this Agreement shall survive Closing through the first (1<sup>st</sup>) anniversary of the Closing Date and shall not be merged upon delivery of the Deed from Seller to Buyer, nor upon payment of the Purchase Price by Buyer to Seller.
- (e) <u>Successors and Assigns; Assignment</u>. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement. Neither Seller nor Buyer shall be permitted to assign its rights and/or obligations under this Agreement to any party without the other party's written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Buyer may assign its rights and/or obligations under this Agreement to an affiliated person or entity of Buyer without the prior consent of the Seller, provided that written notice of such assignment and the identity and address of the assignee is delivered by Buyer to the Seller within five (5) days after the assignment and in any event no later than fifteen (15) days prior to Closing.
- (f) <u>Time</u>. Time is of the essence of this Agreement. If the date for performance of any action or for the expiration of any time period shall fall on a weekend or holiday honored by the federal government, such date of performance or expiration shall be extended until the next Monday or non-holiday, as applicable.
- (g) <u>Section Headings; Gender and Number</u>. The headings inserted at the beginning of each section are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any of the terms or provisions hereof. The plural shall include the singular and the singular, the plural, wherever the context so admits. The use of any one gender shall include all others.

- (h) <u>Entire Agreement</u>. This Agreement contains all of the terms, agreements, promises, covenants, conditions, representations and warranties made or entered into by and between Seller and Buyer, and supersedes all prior discussions and agreements, whether written or oral, between Seller and Buyer with respect to the sale and purchase of the Property, and constitutes the sole and entire agreement between Seller and Buyer with respect thereto.
- (i) <u>Authority</u>. Seller and Buyer each represent and warrant to the other that the individual executing this Agreement on its behalf is duly authorized and empowered to do so, and that upon such execution, this Agreement shall be binding upon and enforceable by Seller and Buyer in accordance with its terms.
- (j) <u>Waiver</u>. No waiver by Seller or Buyer, their respective successors or assigns, of any term, covenant, condition, restriction or agreement, or any breach or Seller's Default or Buyer's Default of any of the foregoing shall be deemed to imply or constitute a further waiver of the same or any subsequent breach or default.
- (k) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Each of Seller and Buyer shall be permitted to exchange electronic copies of this Agreement with its authorized signature in .pdf form and signatures found on such electronic copies shall be deemed to be original signatures. The executed version of this Agreement may be delivered by each party to the other by electronic mail without the formalities of the notice requirements found in Section 19(a) above.
- (l) <u>Further Assurances</u>. Seller and Buyer agree that at any time and from time to time after the execution of this Agreement and whether before or after Closing they shall, upon request of the other, execute and deliver such further documents and instruments, and to take such further acts and things as such party may reasonably request, in order to fully effect the purpose and intent of this Agreement; provided, however, that the non-requesting party will not be required to incur any additional expense, or assume or incur any additional liability or potential liability or to agree to any delay in Closing in connection therewith.

[Signature page follows]

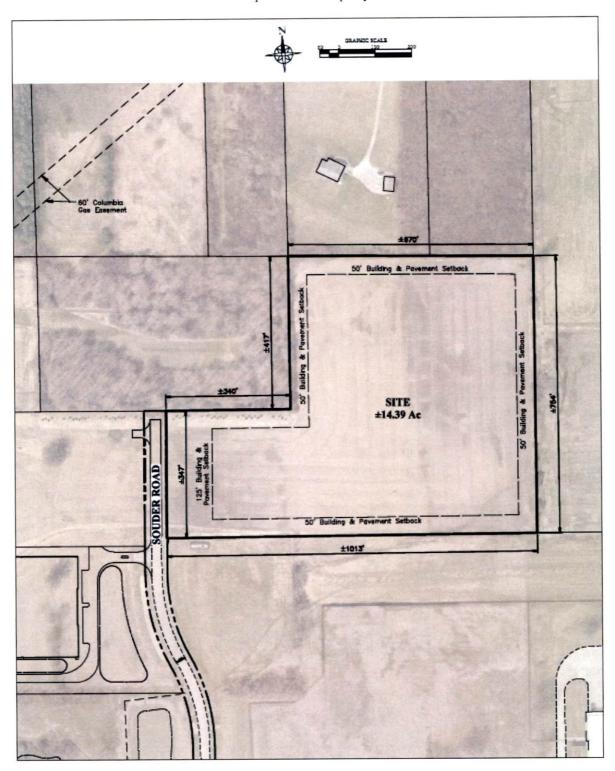
IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date.

# SELLER: THE NEW ALBANY COMPANY LLC, a Delaware limited liability company By: Print Name: Breat Bradday Title: Treasure Date: Date: Docusigned by: By: Gory Kinjus 17831E88804E400... Print Name: George Riggins Title: Vice President

Date: \_Feb 8, 2021

### EXHIBIT A

Depiction of Property



### EXHIBIT B

### FORM OF LIMITED WARRANTY DEED

### LIMITED WARRANTY DEED

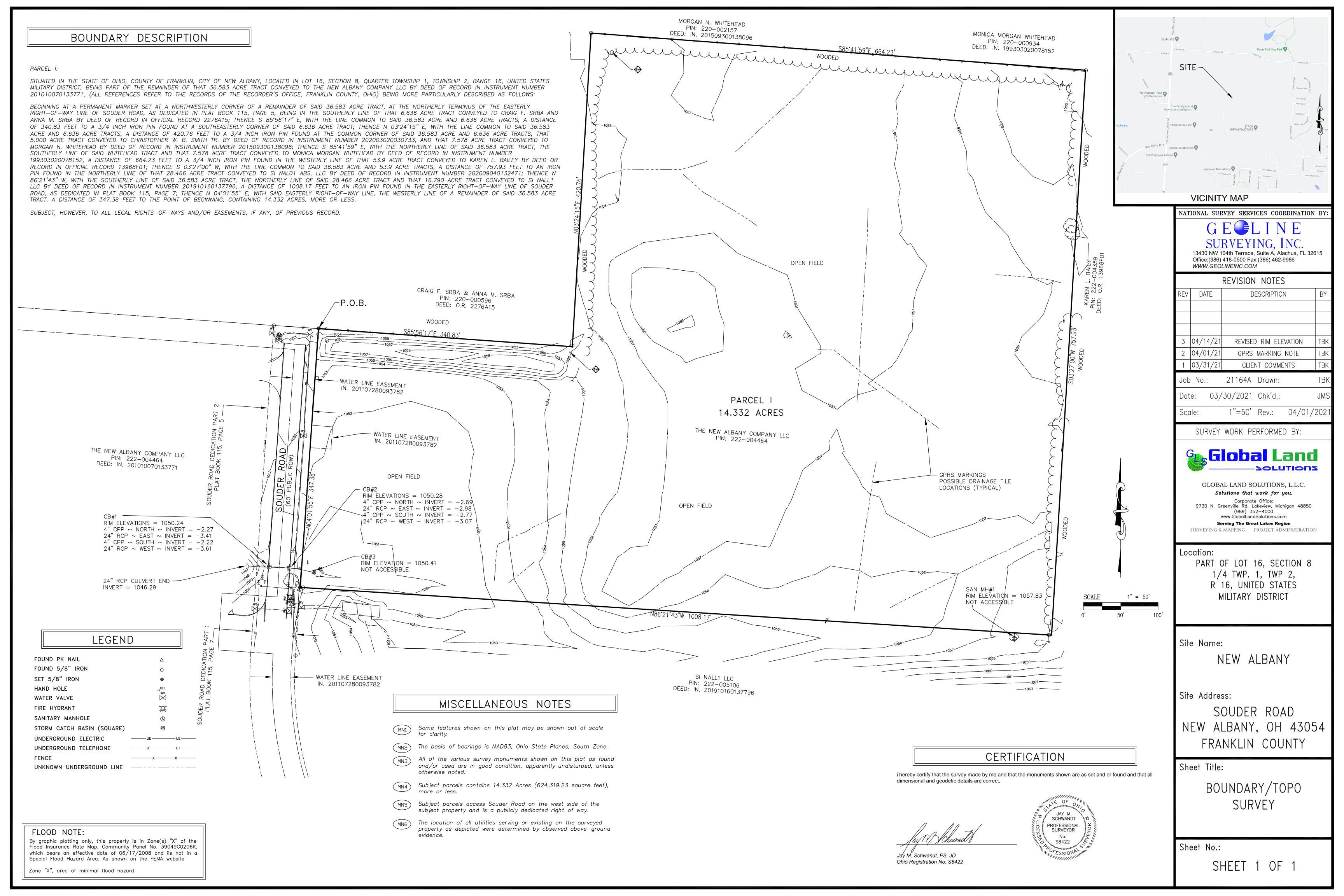
	NEW ALBANY COMPANY LLC, a Delaware limited liability company, for valuable consideration paid, grants, with limited warranty covenants, to
,	, a, whose tax mailing
address is	, the real property
more particu	larly described as follows:
	<u>Property:</u> That certain+/- acre tract situated in the City of New Albany Franklin County, Ohio and being more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein (the " <b>Property</b> ").
	Property Address:
	Tax Parcel No:
	Prior Instrument Reference: Instrument Number, Recorder's Office, Franklin County, Ohio.

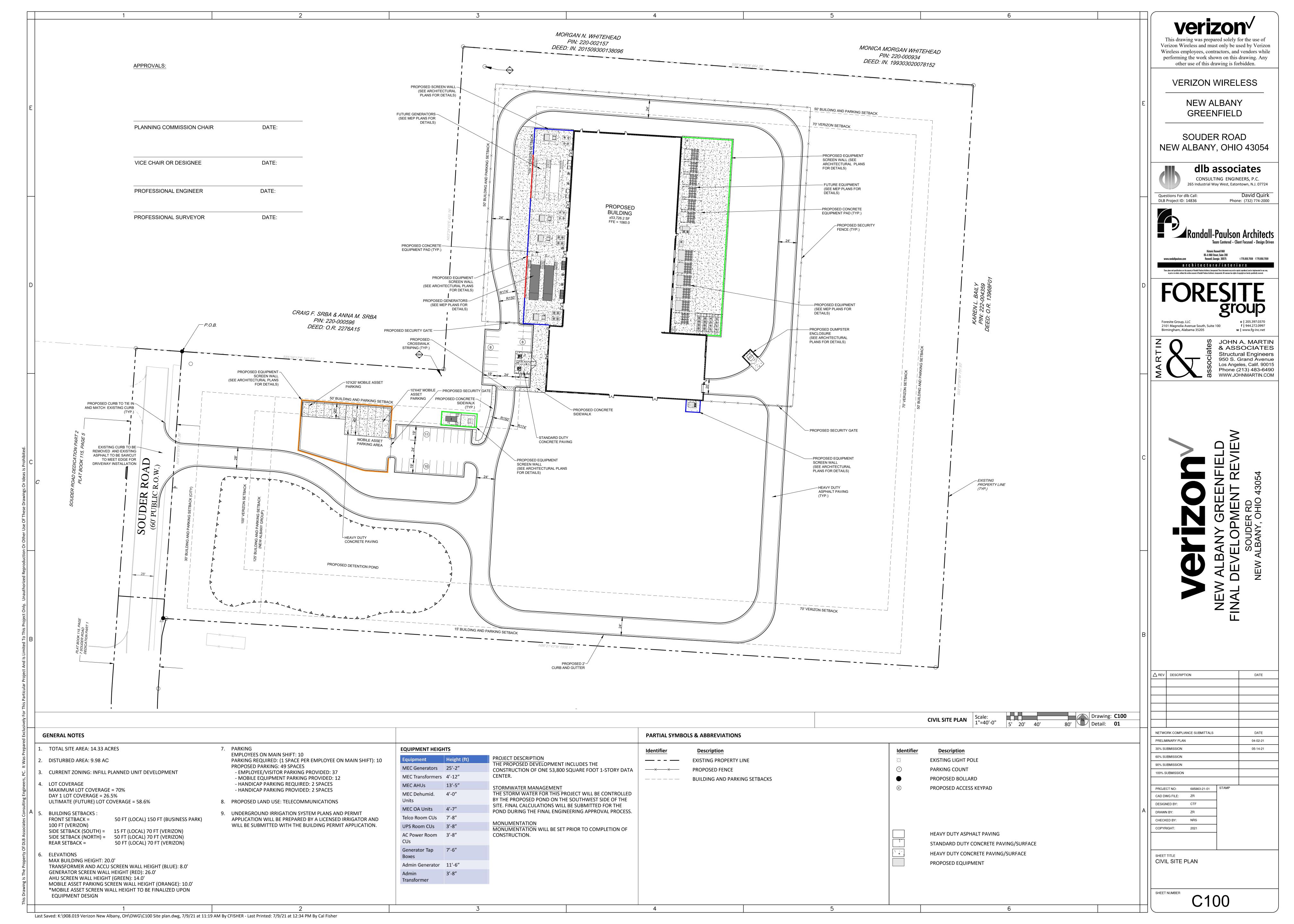
The Property conveyed hereby is made subject to: (i) easements, conditions, restrictions and reservations of record, (ii) real property taxes and assessments which are a lien but not yet due and payable, (iii) applicable zoning and building laws, and (iv) rights of the public in legal highways.

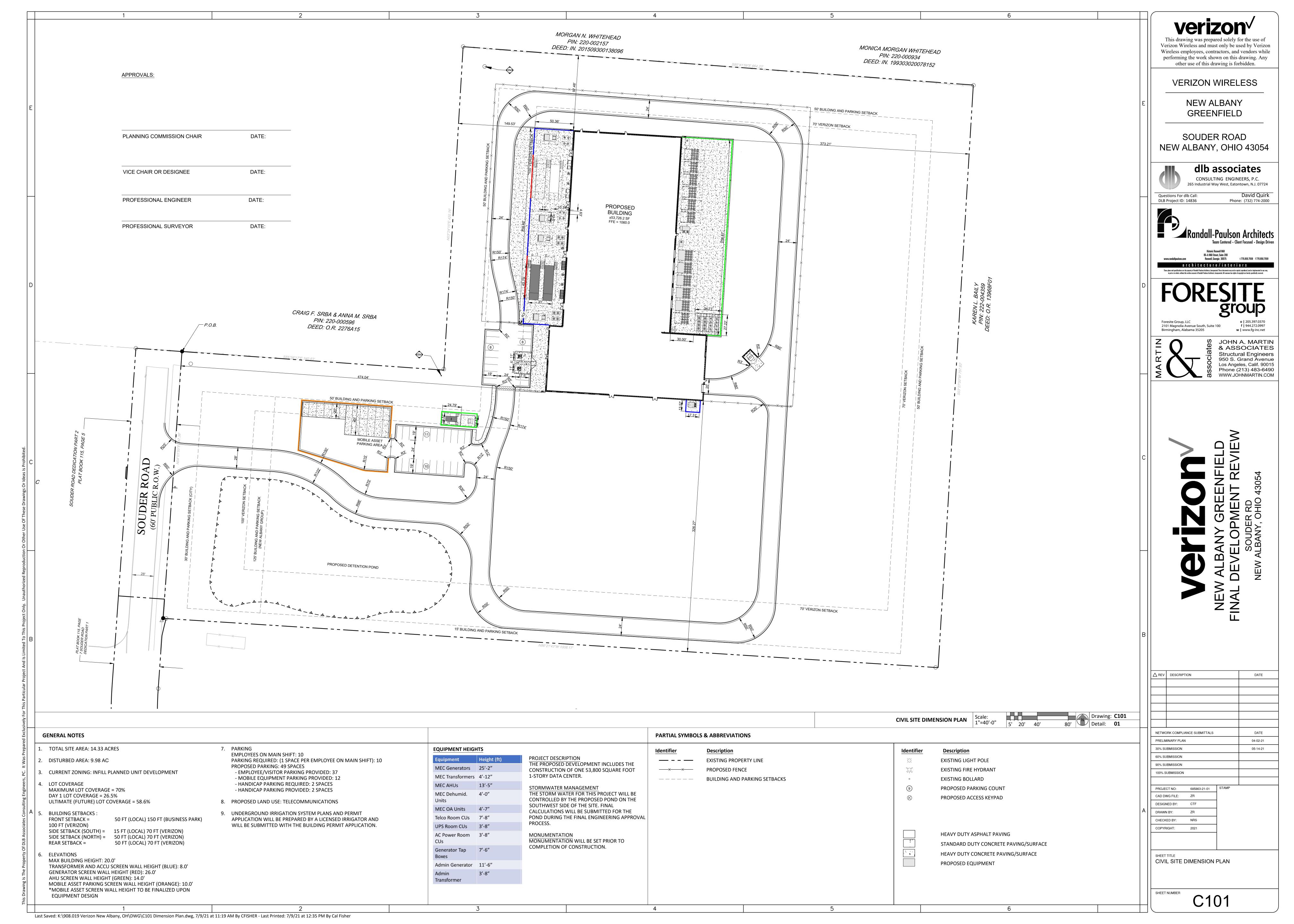
[Signature page, acknowledgment, and exhibits follow]

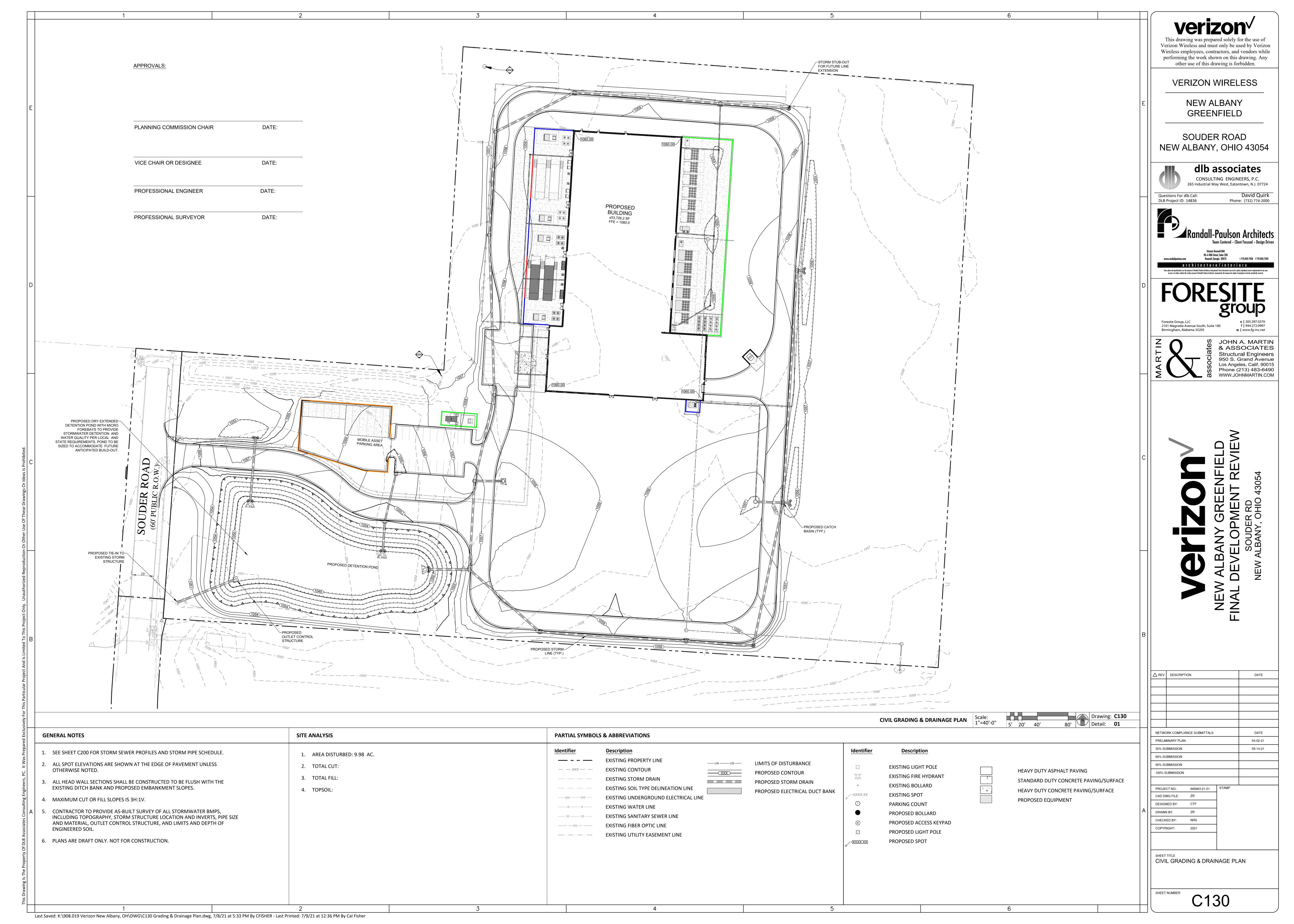
	ective on the day of, 20
	GRANTOR:
	THE NEW ALBANY COMPANY LLC, a Delaware limited liability company
	By:Brent B. Bradbury, Treasurer
STATE OF OHIO ) SS: COUNTY OF FRANKLIN )	
20, by Brent B. Bradbury, Treasurer of	nowledged before me this day of, The New Albany Company LLC, a Delaware limited ed liability company. No oath or affirmation was a notarial act.
[SEAL] NOTA	RY PUBLIC
My Co	ommission Expires:

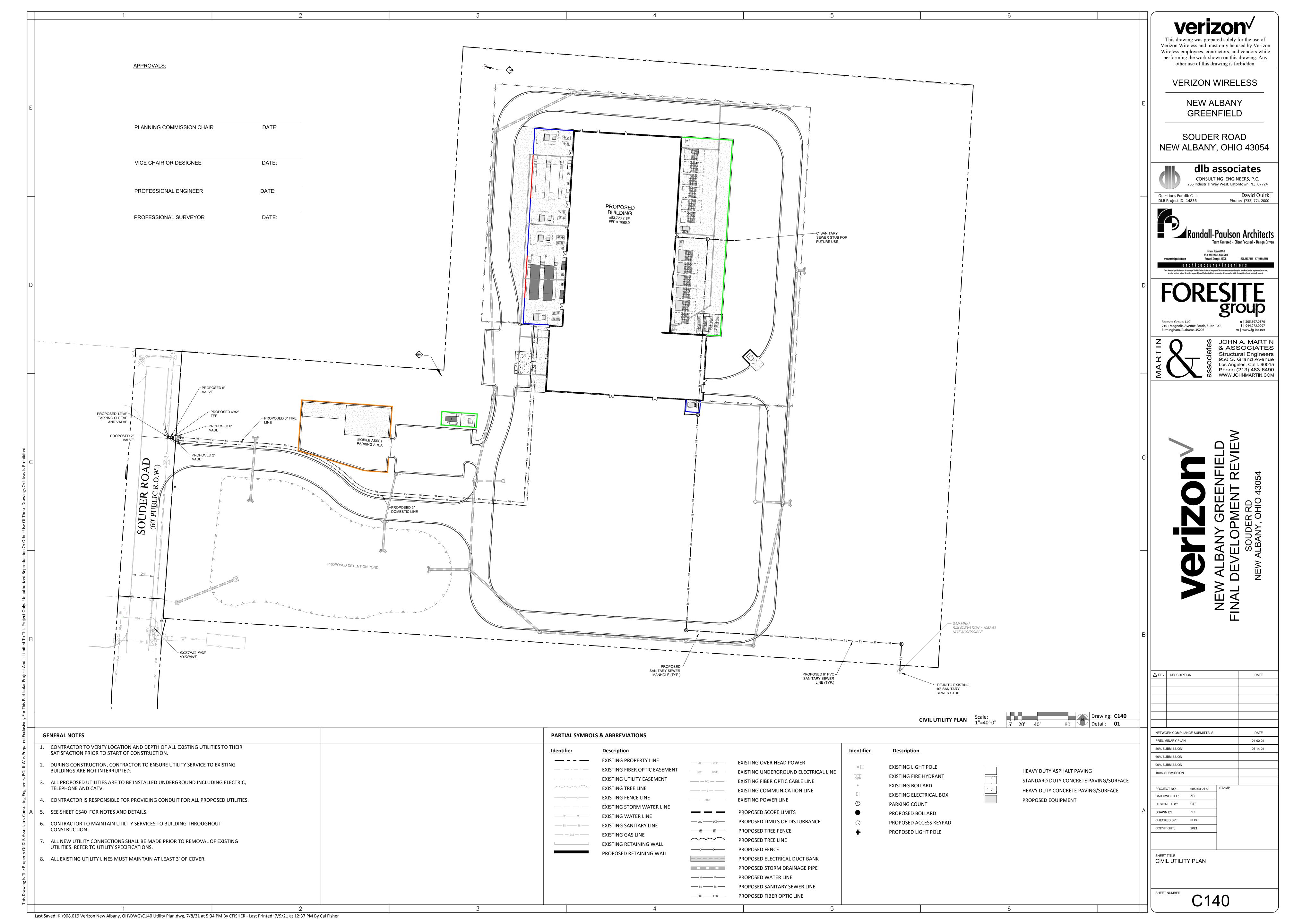
This instrument prepared by and after recording return to: Joseph A. Cortese, Esquire Sittig Cortese LLC 437 Grant Street Suite 1500 Frick Building Pittsburgh, PA 15219

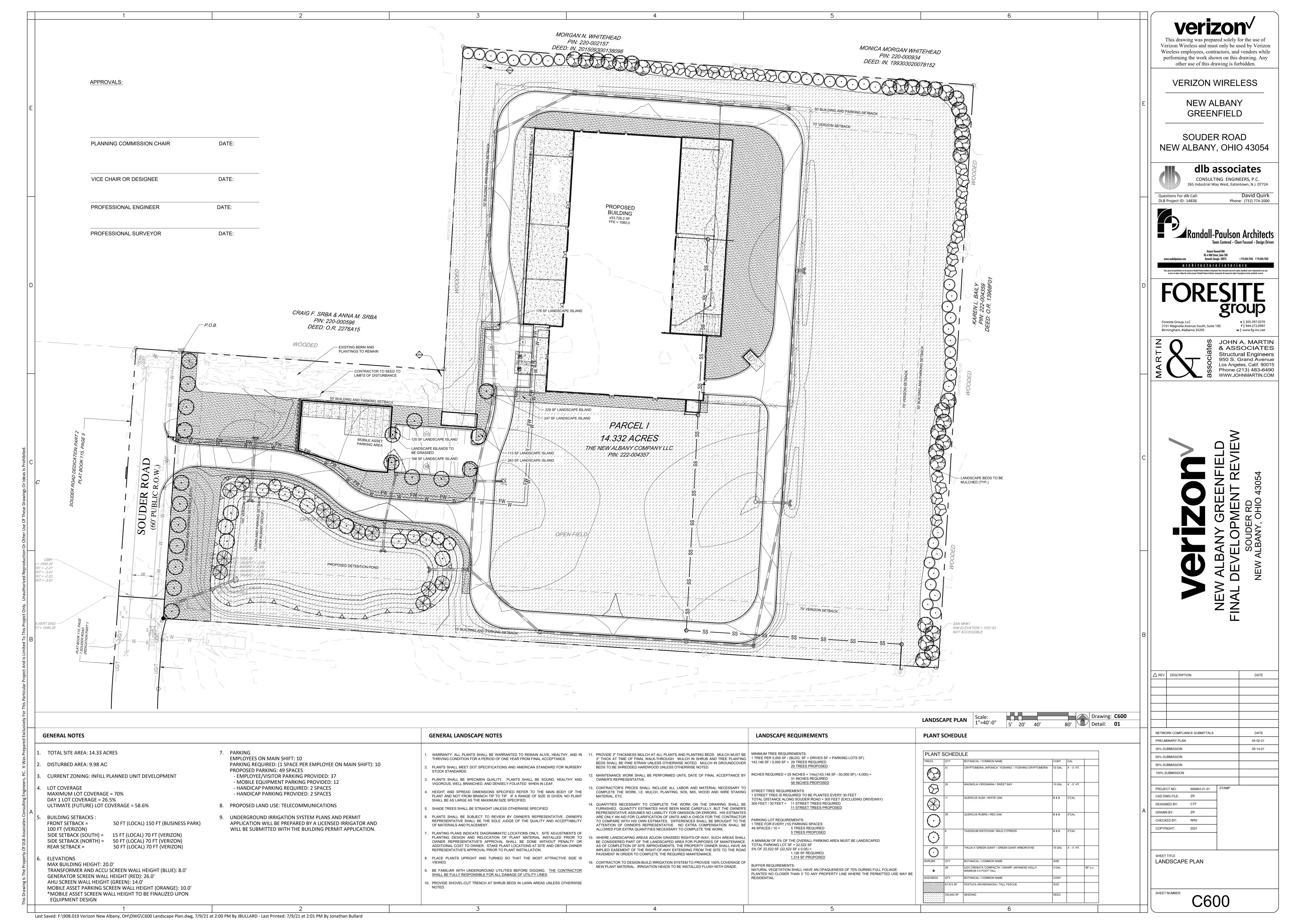








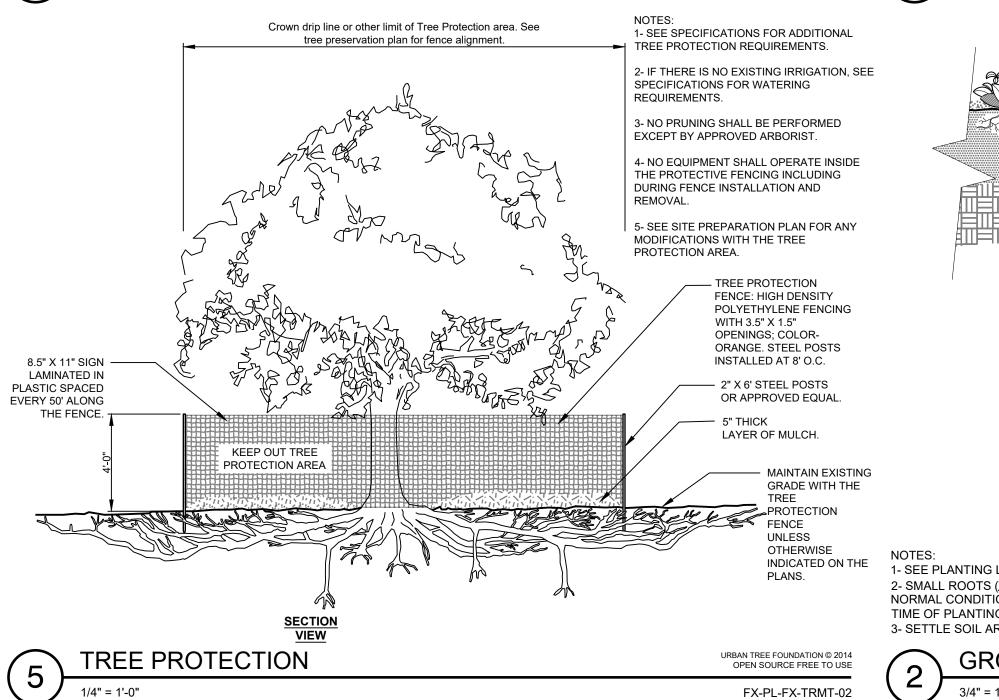


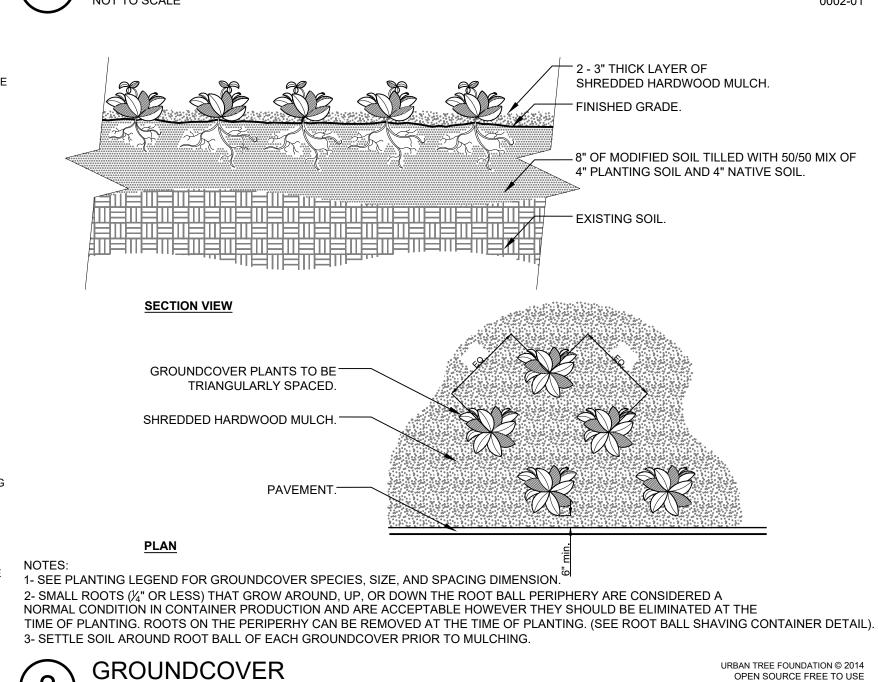


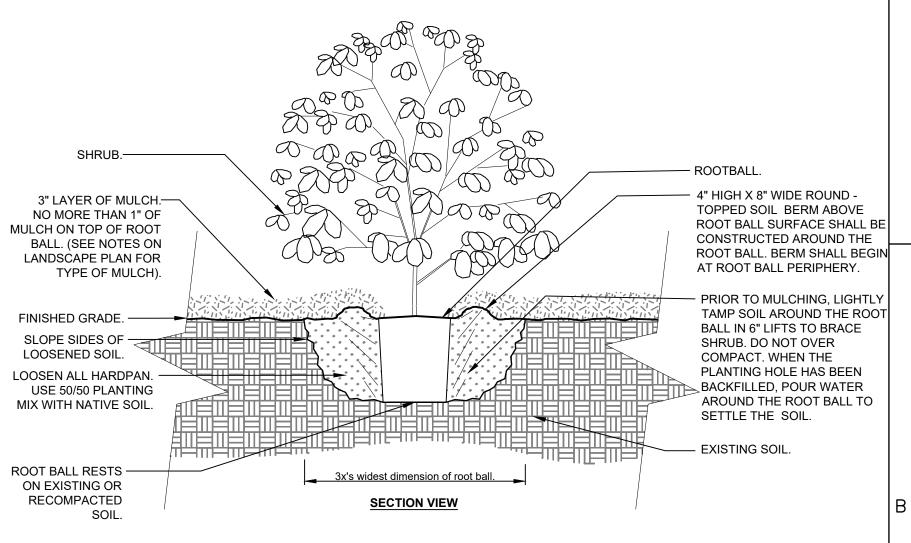
APPROVALS: PLANNING COMMISSION CHAIR DATE: VICE CHAIR OR DESIGNEE DATE: PROFESSIONAL ENGINEER DATE: PROFESSIONAL SURVEYOR DATE:

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CENTRAL LEADER. -- TOP OF ROOT BALL SHALL BE FLUSH WITH FINISHED GRADE. LAWN AREA PAVED AREA PRIOR TO MULCHING, LIGHTLY TRUNK CALIPER SHALL FINISH GRADE TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE TREE. - 1/2" EDGE SMOOTH AND MEET ANSI Z60 CURRENT PARALLEL WITH PAVEMENT EDITION FOR ROOT BALL DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL. ROOT BALL MODIFIED AS -REQUIRED. 4 4 4 SOIL & ROOT LAYER ----IMPORTED TOPSOIL  $^-$  LOOSEN ALL HARDPAN. USE  $rac{50}{50}$  PLANTING MIX WITH NATIVE CULTIVATED SOIL ROUND-TOPPED -SOIL BERM 4" HIGH X 8" - 3" LAYER OF MULCH. WIDE ABOVE ROOT BALL NO MORE THAN 1" OF MULCH ON TOP OF ROOT BALL. (SEE NOTES SURFACE SHALL BE ROUGH GRADE CONSTRUCTED AROUND SUBGRADE ON LANDSCAPE PLAN FOR TYPE THE ROOT BALL. BERM OF MULCH). SHALL BEGIN AT ROOT BALL SODDING PROCEDURE: FINISHED GRADE. EXISTING SOIL. 1. PREPARE FINISH GRADE (AS PER SPECIFICATIONS) 2. APPLY LIME & FERTILIZER & ROTO-TIL (AS PER SOIL TEST)
3. LAY SOD & WATER THOROUGHLY SLOPE SIDES OF LOOSENED-1- TREES SHALL BE OF SPECIMEN NOTE: INSTALL SOD SO THAT TOP OF SOIL AND ROOT LAYER IS LEVEL WITH TOP OF PAVEMENT. BOTTOM OF ROOT BALL — RESTS ON EXISTING OR RECOMPACTED SOIL. QUALITY. 2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL. 3x widest dimension of root ball. SECTION VIEW TREE PLANTING SOD INSTALLATION URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE NOT TO SCALE 0002-01 Crown drip line or other limit of Tree Protection area. See







NOTES: 1- SHRUBS SHALL BE OF SPECIMEN QUALITY.

2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

SHRUB PLANTING

3/4" = 1'-0"

URBAN TREE FOUNDATION © 2014 OPEN SOURCE FREE TO USE

0001-01

0003-01

**verizon** 

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**VERIZON WIRELESS** 

NEW ALBANY GREENFIELD

SOUDER ROAD NEW ALBANY, OHIO 43054



Questions For dlb Call:

DLB Project ID: 14836

Phone: (732) 774-2000

Randall-Paulson Architects
Team Centered · Client Focused · Design Driven

www.randallpaulson.com

85-A Mill Street, Suite 200
Roswell, Georgia 30075

1770.650.7558

7770.650.7559

architect cture / interiors
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FORESITE group

Birmingham, Alabama 35205

2101 Magnolia Avenue South, Suite 100

Foresite Group, LLC

JOHN A. MARTIN & ASSOCIATES Structural Engineers 950 S. Grand Avenue Los Angeles, Calif. 90015 Phone (213) 483-6490 WWW.JOHNMARTIN.COM

o | 205.397.0370 f | 944.272.0997

w | www.fg-inc.net

VET ZOTEN SOUDER RD

DATE

NETWORK COMPLIANCE SUBMITTALS

PRELIMINARY PLAN

30% SUBMISSION

60% SUBMISSION

90% SUBMISSION

100% SUBMISSION

PROJECT NO: 685863-21-01

CAD DWG FILE: ZR

DESIGNED BY: CTF

DRAWN BY: ZR

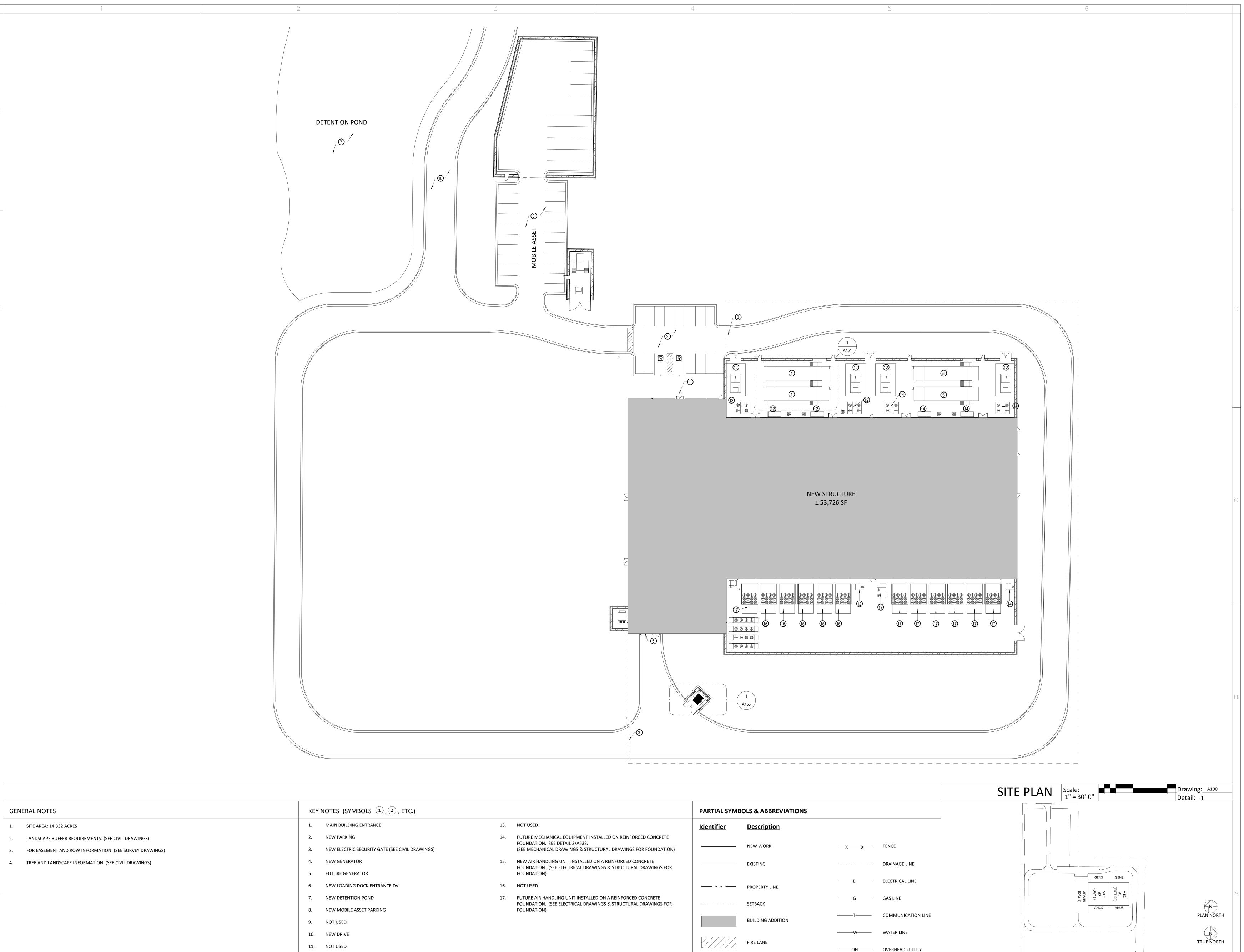
CHECKED BY: NRS

COPYRIGHT: 2021

SHEET TITLE

LANDSCAPE DETAILS

C601



CONCRETE

----168---- CONTOUR

12. NEW ELECTRICAL TRANSFORMERS INSTALLED ON A REINFORCED CONCRETE

(SEE MECHANICAL DRAWINGS & STRUCTURAL DRAWINGS FOR FOUNDATION)

FOUNDATION. (HVAC 'DAY 1' EQUIPMENT) SEE DETAIL 3/A533.

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**VERIZON WIRELESS** 

**NEW ALBANY** GREENFIELD

SOUDER RD NEW ALBANY, OHIO 43054

dlb associates

CONSULTING ENGINEERS, P.C. 265 Industrial Way West, Eatontown, N.J. 07724

Questions For dlb Call: DLB Project ID: 14836 David Quirk Phone: (732) 774-2000



Foresite Group, LLC

o | 205.397.0370
2101 Magnolia Avenue South, Suite 100 f | 944.272.0997
Birmingham, Alabama 35205

w | www.fg-inc.net



JOHN A. MARTIN & ASSOCIATES Structural Engineers 950 S. Grand Avenue Los Angeles, Calif. 90015 Phone (213) 483-6490 WWW.JOHNMARTIN.COM

NETWORK COMPLIANCE SUBMITTALS	•	DATE
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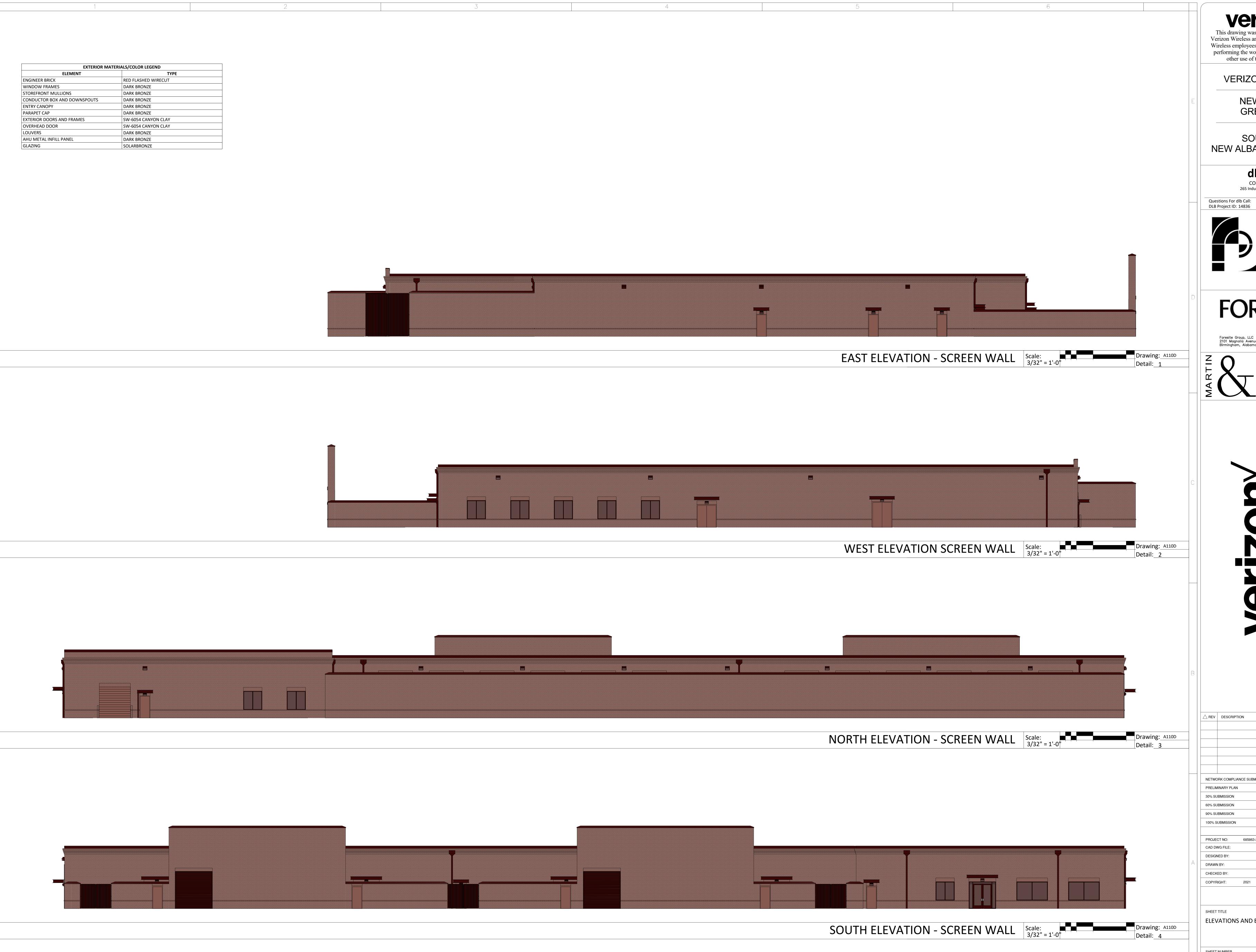
SHEET NUMBER

A100

GRADE

KEYPLAN

**VERTICAL PLAN** 



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**VERIZON WIRELESS** 

**NEW ALBANY** GREENFIELD

SOUDER RD NEW ALBANY, OHIO 43054

dlb associates

CONSULTING ENGINEERS, P.C. 265 Industrial Way West, Eatontown, N.J. 07724

David Quirk Phone: (732) 774-2000

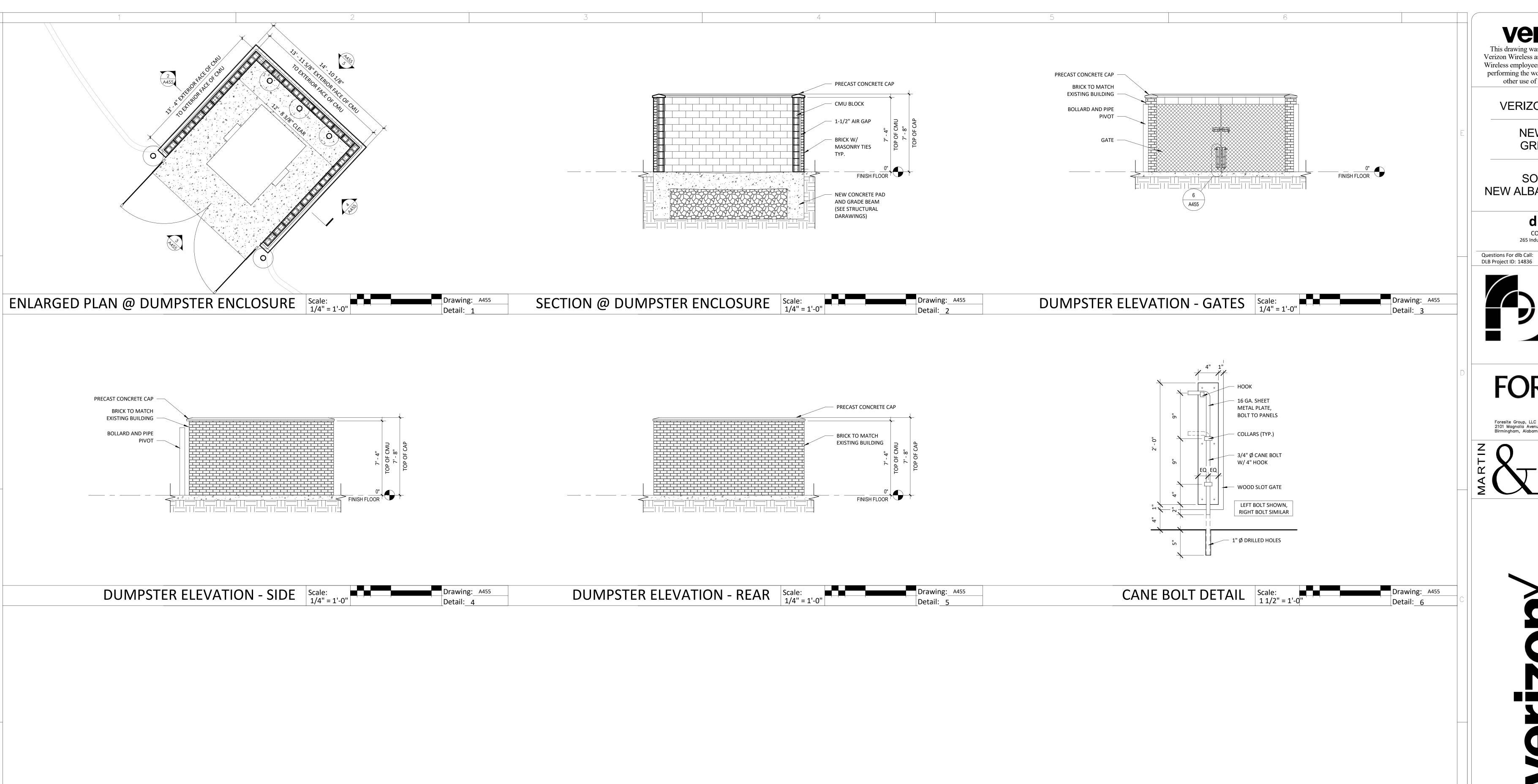
Foresite Group, LLC o | 205.397.0370 2101 Magnolia Avenue South, Suite 100 f | 944.272.0997 Birmingham, Alabama 35205 w | www.fg-inc.net



JOHN A. MARTIN & ASSOCIATES Structural Engineers 950 S. Grand Avenue Los Angeles, Calif. 90015 Phone (213) 483-6490 WWW.JOHNMARTIN.COM

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SOUDER RD NEW ALBANY, OHIO 43054

dlb associates

CONSULTING ENGINEERS, P.C. 265 Industrial Way West, Eatontown, N.J. 07724

David Quirk Phone: (732) 774-2000



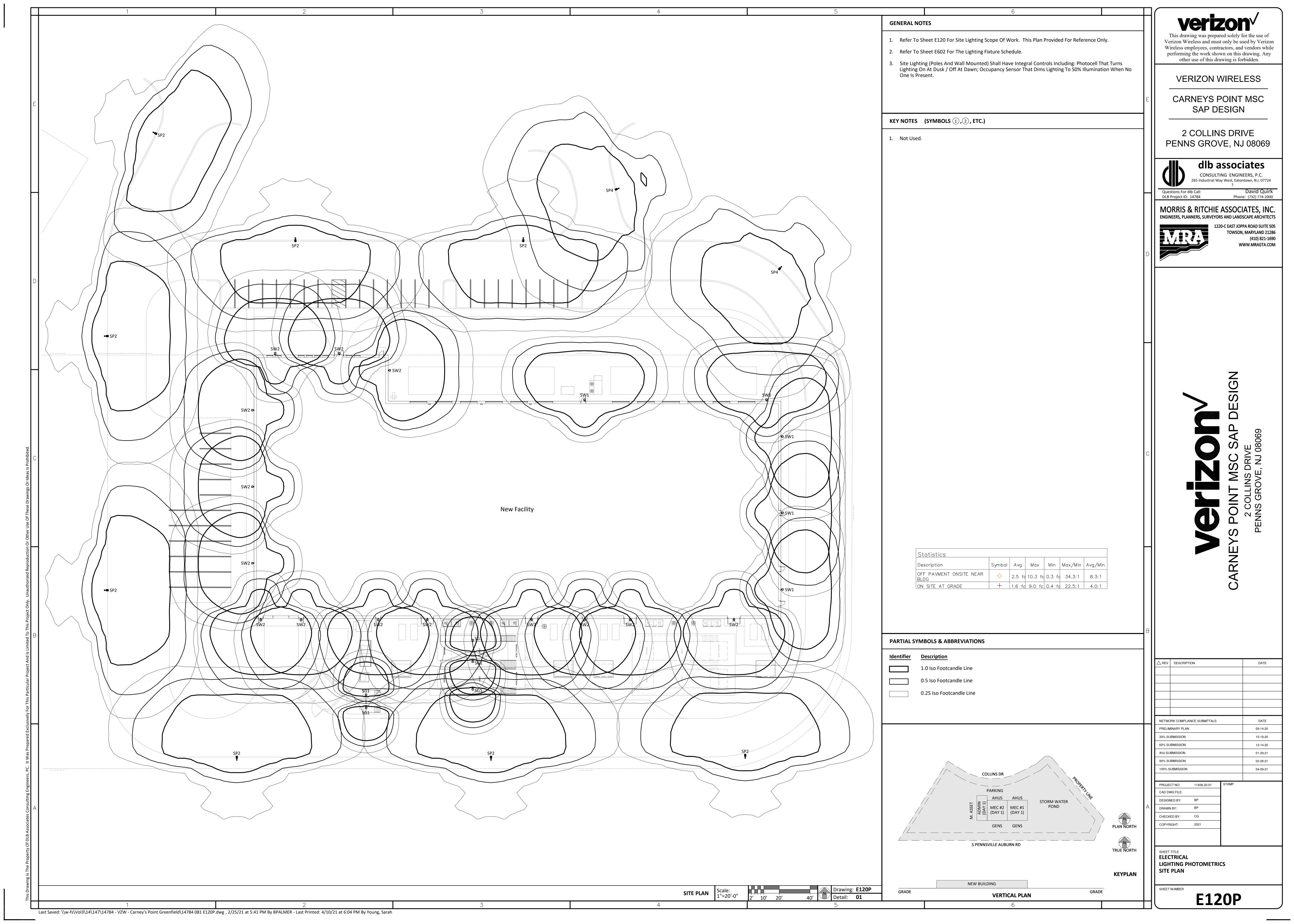
FORESITE group

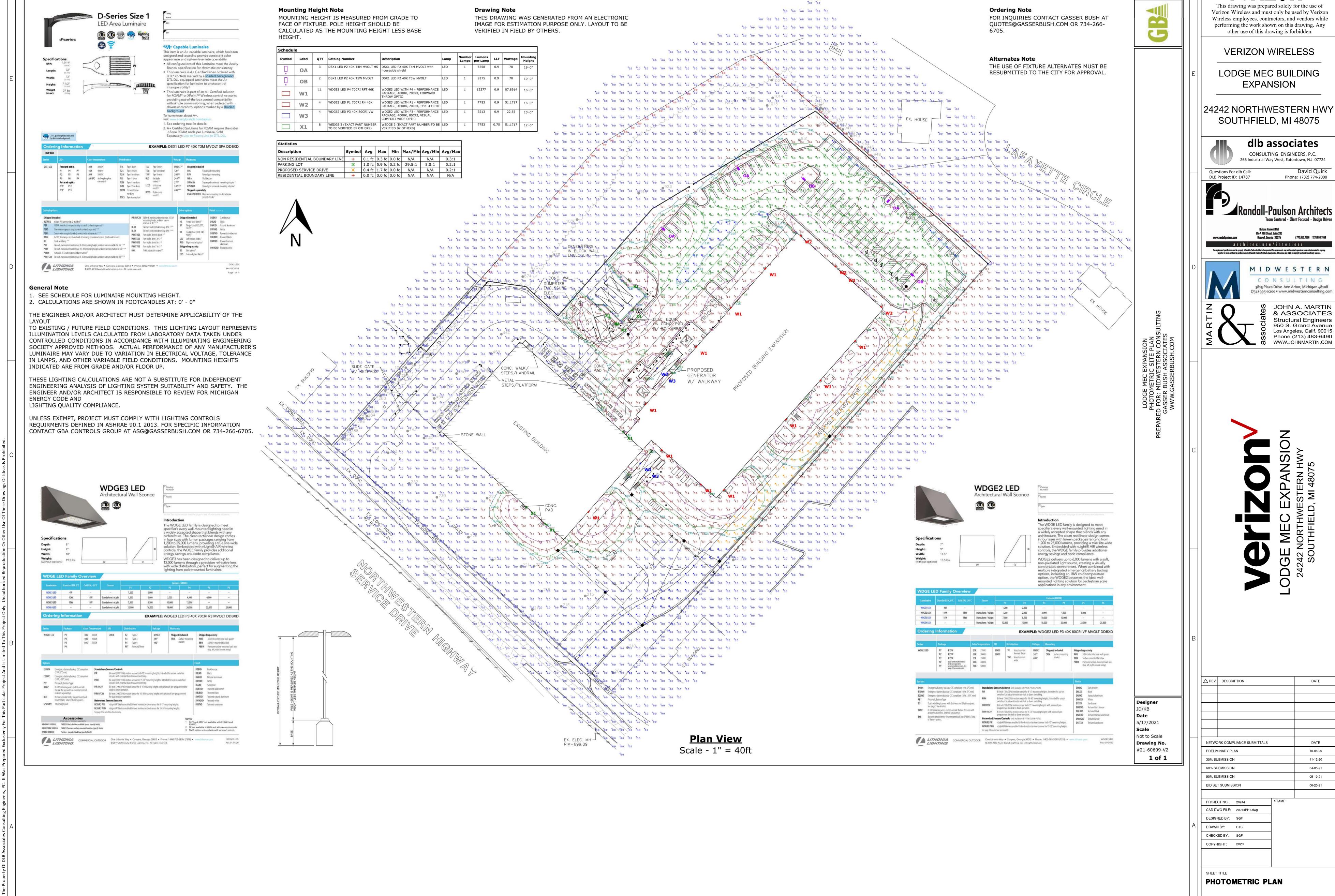


JOHN A. MARTIN & ASSOCIATES Structural Engineers 950 S. Grand Avenue Los Angeles, Calif. 90015 Phone (213) 483-6490 WWW.JOHNMARTIN.COM

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COPYR	IGHT:	2021		

ARCHITECTURAL DUMPSTER ENCLOSURE PLANS, ELEVATIONS & DETAILS





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### New Albany "Approved" Fence Option





### Planning Commission Staff Report July 19, 2021 Meeting

### GANTON PARKWAY EAST PHASE II PRELIMINARY AND FINAL PLAT

LOCATION: Generally located east of Beech Road and south of Worthington Road

(portion of PID: 094-107106-00.000).

APPLICANT: City of New Albany
REQUEST: Preliminary and Final Plat

ZONING: Limited General Employment (L-GE)

STRATEGIC PLAN: Mixed Use APPLICATION: FPL-66-2021

Review based on: Application materials received June 21, 2021.

Staff report completed by Chris Christian, Planner.

### I. REQUEST AND BACKGROUND

The application is for a combined preliminary and final plat for dedication of right-of-way for the second and final phase of Ganton Parkway East. On October 16, 2017 the Planning Commission approved a final plat for the first 1,800 foot section of this road (FPL-67-2017). The proposed plat will allow for the construction of a public road that will complete the connection from Beech Road up to Worthington Road as recommended in the Engage New Albany Strategic Plan and will provide access to existing and new development sites in the future.

### II. SITE DESCRIPTION & USE

The proposed right-of-way dedication will allow for the extension of an existing portion of Ganton Parkway East up to Worthington Road in Licking County within the New Albany International Business Park. The proposed plat area has served as temporary access for the Facebook site during its initial phase of construction while the main entry drives were under construction. The property is zoned L-GE and allows the same uses as the Personal Care and Beauty Park such as office, distribution, and warehousing uses.

### III. PLAN REVIEW

Planning Commission's review authority of the preliminary and final plat is found under C.O. Section 1187. Upon review of the final plat the Commission is to make recommendation to City Council. Staff's review is based on city plans and studies, zoning text, zoning regulations.

- This plat dedicates right-of-way to the City of New Albany for the completion of Ganton Parkway East and matches the alignment of the existing portion of the road.
- The Ganton Parkway East phase 2 dedication extension consists of approximately 1,832 +/-feet of new right-of-way east of Beech Road for a total of 3.28 acres.
- This proposed street dedication location is identified as a connection in the Engage New Albany Strategic Plan and will provide roadway connection to existing and new development sites in the immediate area.
- This plat right-of-way width is designed to accommodate current and future traffic and provide additionally means of access to and from current and future development in this area.
- There are no reserves being platted or lots being created within this new road extension.

The plat dedicates 78' of right-of-way. There is an existing 30 foot easement on the west side of the right-of-way area to ensure all of the desired street improvements and utilities can be accommodated. Ganton Parkway East is identified as a Business Park road character classification in the Engage New Albany Strategic Plan. The 78 feet of right-of-way plus 30 feet of easement, totaling, 108 feet, is consistent with the 67-115 foot recommendation in the strategic plan.

### IV. ENGINEER'S COMMENTS

The City Engineer has reviewed the referenced plan and has no comments.

### V. RECOMMENDATION

### Basis for Approval:

The proposed road plat is consistent with the goals and objectives found in the New Albany Strategic Plan for this area. This road will serve as a critical connection within the New Albany Business Park and provide access for existing and new development sites in the future.

### VI. ACTION

### Suggested Motion for FPL-66-2021 (conditions may be added):

Move to approve FPL-66-2021.

Approximate Site Location:

Google Farth

Source: Google Earth

## $\frac{1}{2}$

# GANTON PARKWAY EAST PHASE 2 DEDICATION AND EASEMENTS

Situated in the State of Ohio, County of Licking, City of New Albany, and in Section 16, Township 2, Range 15, United States Military Lands, containing 3.279 acres of land, more or less, said 3.279 acres being part of that tract of land conveyed to **MBJ HOLDINGS**, **LLC** by deed of record in Instrument Number 201708040016416, Recorder's Office, Licking County, Ohio.

The undersigned, MBJ HOLDINGS, LLC, a Delaware limited liability company, by BRENT B. BRADBURY, Treasurer, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "GANTON PARKWAY EAST PHASE 2 DEDICATION AND EASEMENTS", does hereby accept this plat of same and dedicates to public use, as such, all of Ganton Parkway shown hereon and not heretofore dedicated.

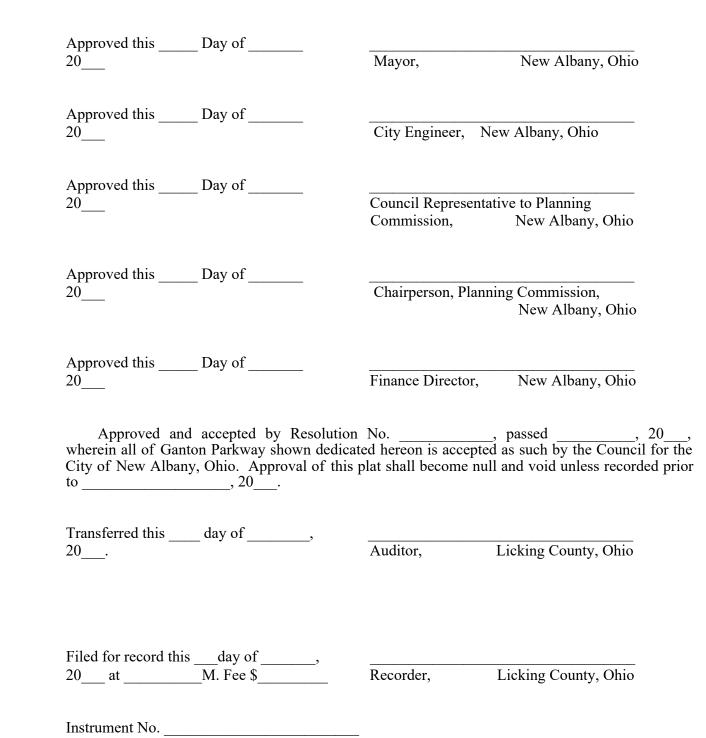
Easements are hereby reserved in, over and under areas designated on this plat as "Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. No building shall be constructed in any area over which easements are hereby reserved. Easement areas shown here on outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

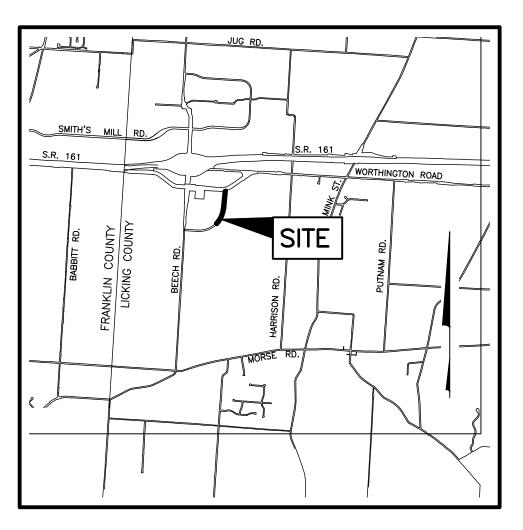
	to set his hand this day of	DBURY, Treasurer of MBJ HOLDINGS, LI, 20
	Signed and Acknowledged In the presence of:	MBJ HOLDINGS, LLC
_		By BRENT B. BRADBURY, Treasurer

STATE OF OHIO COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **BRENT B. BRADBURY**, Treasurer of **MBJ HOLDINGS**, **LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **MBJ HOLDINGS**, **LLC** for the uses and purposes expressed herein.

of_	In Witness Thereof, I have hereunto set my hand and affixed my official seal this day, 20				
	My commission expires	Notary Public,	State of Ohio		





LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

**SURVEY DATA:** 

BASIS OF BEARINGS: The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road having a bearing of North 03°08'02" East, is designated the "basis of bearing" for this plat.

**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, Licking County, Ohio.

**IRON PINS**: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT 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 end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) 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, City Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED



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.

O = Iron Pin (See Survey Data)

• = MAG Nail to be set

© = Permanent Marker (See Survey Data)

Professional Surveyor No. 7865

Date

