



ORDINANCE O-30-2021

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 30.6 +/- ACRES OF LAND GENERALLY LOCATED AT SOUTHWEST AND SOUTHEAST CORNERS OF CENTRAL COLLEGE ROAD AND NEW ALBANY-CONDIT ROAD FOR AN AREA TO BE KNOWN AS THE "NONA ZONING DISTRICT" FROM ITS CURRENT ZONING OF RESIDENTIAL ESTATE DISTRICT (R-1) TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT DISTRICT AS REQUESTED BY NONA MASTER DEVELOPMENT LLC

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

WHEREAS, the Rocky Fork-Blacklick Accord, Planning Commission, and council on separate occasions have held public hearings and received public input into the amendment of the zoning ordinance and recommended its approval; and

WHEREAS, The Engage New Albany Strategic Plan identifies this location for a mixed-use hamlet concept that recommends the area introduce walkable retail and commercial uses with residential areas as part of a comprehensive development.

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

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

- A. A 30.6 ± acre area of land located at 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, 222-0000671, 222-000686, 222-000664, 222-000685 and 222-000675) for an area to be known as the "NoNA Zoning District" from its current zoning of Residential Estate District (R-1) to Infill-Planned Unit Development (I-PUD).

- B. The zoning district's zoning text and preliminary development plan are hereby attached and marked Exhibit A.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 07/26/2021
Introduced: 08/03/2021
Revised:
Adopted:
Effective:

NoNA ZONING DISTRICT

INFILL PLANNED UNIT DEVELOPMENT (I-PUD) TEXT

July 7, 2021

I. GENERAL PURPOSE:

A. The primary purpose of the North New Albany (NoNA) Zoning District (the “Zoning District”) is to implement the general principles and stated objectives of the Engage New Albany 2021 Strategic Plan (the “Strategic Plan”) specifically relating to the creation of a select number of focused pockets of mixed-use development in strategic locations throughout the City that emphasize the preservation and creation of outstanding open spaces, the provision of a wide range of choices for housing, dining and entertainment, and a commitment to high-quality planning and design (a “Hamlet Zoning District”). The Strategic Plan specifically identifies the Zoning District as the location of a Hamlet to be developed according to the Strategic Plan’s vision and to anchor the neighborhoods and business that make up the Strategic Plan’s “Northwest Focus Area”.

B. The Zoning District is intended to energize and foster a highly-amenitized center of gravity for the North New Albany area, create a gateway to the City’s Village Center and International Business Districts, and serve as a model of best-practices of environmentally responsible design and placemaking. The Zoning District will focus on embracing the area’s natural settings, expanding the range of choices available to the City’s residents; and creating places that embody the City’s commitment to community.

C. Specific Purposes:

1. More specifically, the purpose of the Zoning District is to promote development that creates an energized neighborhood center within a walkable, mixed-use environment that will enhance the Northwest Focus Area and promote the City’s image as an exceptional location for high-quality business investment.

2. The Zoning District is further intended to create places that embody the City’s commitment to community through the encouragement of communal interaction, creation of “complete neighborhoods”, and fostering design that embraces placemaking and honors human-scale experience in its format and detailing. In addition, the Zoning District will be designed and maintained to serve as a center of community for current and future City residents.

D. Principles of Walkable Urbanism: To advance the purposes of the Zoning District as described in divisions (A) through (C) of this section, the following principles of “walkable urbanism” will serve as a guiding framework for the design and development of the Zoning

District. Individual principles may not apply in all circumstances but should be used where appropriate to ensure the requirements and standards of the Zoning District are applied in a manner that contributes to the creation of walkable, mixed use environments as envisioned by the Strategic Plan while providing for the creation of a safe and comfortable pedestrian-oriented development desired by the City and consistent with the principles of walkable urbanism.

1. General Principles. The designs of buildings, streets, and open spaces within the Zoning District should contribute to the creation of vibrant streetscapes, community gathering places, and a neighborhood pattern of development, characterized by:

- a. Quality architecture, master planning, and design emphasizing beauty, human comfort, and creating a “sense of place”;
- b. Pedestrian-friendly design that places a high priority on walking and bicycling;
- c. Creation of interesting and convenient destinations within walking distance for visitors as well as ordinary activities of daily living; and
- d. Respect for the natural environment.

2. Streets, Parking and Transit. Streets should be capable of accommodating multiple modes of transportation and should facilitate the creation of a public realm designed primarily for people, characterized by:

- a. Streets and blocks arranged to allow for comfortable walking distances, to disperse traffic and to reduce the length of automobile trips;
- b. A connection to and enhancement of the existing street network;
- c. A recognition of the role of buildings and landscaping that contributes to the physical definition of streets as civic places;
- d. On-street public parking where appropriate; and
- e. Shared parking and other strategies to reduce the size of surface parking lots and enable efficient and creative site design.

3. Commitment to Principles of Master Planning and Holistic Design. The physical form of development in the City affects the quality of the lives of its current and future residents. The principles of master planning and holistic design help to improve and

protect this quality, whereas dogmatic application and strict adherence to traditional land use restrictions in a Hamlet development will lead to a less desirable outcome. While traditional zoning ordinances typically emphasize land use regulation that separates uses, it is the intent in this Zoning District to instead stress high-quality physical form and design through the use of a “master planning” process. This approach recognizes the intrinsic relationship between public areas such as streets and sidewalks with the private realm of homes and buildings and is founded upon collaboration between the developer and the community. Use of a “master planning” review process for the following specific portions of a proposed development as part of an application for Final Development Plan Approval will include:

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

II. ORGANIZATION OF ZONING DISTRICT; GENERALLY APPLICABLE STANDARDS:

A. Location and Subareas: This Zoning District consists of 30.33+/- acres located to the southwest and southeast of the intersection of Central College Road and New Albany-Condit Road (a.k.a. State Route 605). It includes an assemblage of various township-era single family parcels that historically have been under fractured ownership and have been used as owner-occupied/renter-occupied residences but are now owned or controlled by a single business entity, namely the applicant. The development proposal includes 6 subareas:

1. Subarea 1: Subarea 1 consists of 1.8 +/- acres located in the northwestern corner of the Zoning District. It is found to the south of and adjacent to Central College Road. Its western boundary is the corporation line separating New Albany and the City of Columbus. This subarea will accommodate restaurant, retail, service-oriented, office, and similar development.

2. Subarea 2: Subarea 2 consists of 5.4 +/- acres located to the southwest of, and adjacent, to the intersection of Central College Road and New Albany-Condit Road. This subarea will contain multi-family residential uses and related amenities.

3. Subarea 3: Subarea 3 contains 9.1 +/- acres. It is irregularly shaped to include the west-central portion of the Zoning District with an extension eastward to New Albany-Condit Road to encompass Sugar Run Creek. This subarea is intended to be the epicenter of recreational and social activities to serve not only this Zoning District but also residents and visitors from throughout the City. It will contain a mix of unique uses, many of which are not currently found anywhere else in New Albany.

4. Subarea 4: Subarea 4 is found in the east-central portion of the site. Containing 2.8 +/- acres, it will provide for residential uses.

5. Subarea 5: Subarea 5 consists of 6.5 +/- acres and is the southern portion of the Zoning District. This subarea is intended to provide senior living opportunities with a limited mix of supporting uses.

6. Subarea 6: Subarea 6 consists of 5.4 +/- acres and is located to the southeast of and adjacent to the intersection of Central College Road and New Albany-Condit Road. This subarea is to be developed with single family residential and townhomes.

B. Development Standards – General Application: This text is intended to apply development standards and requirements that are particular to this Zoning District. Where it provides standards and/or requirements that conflict with those which are set forth in the Codified Ordinances, the provisions of this text shall govern. Where this text is silent on a particular standard or requirement and the Codified Ordinances address that item or standard, then development and operation of uses in this Zoning District shall comply with the relevant provisions of the Codified Ordinances. Development standards which are particular to each subarea are provided below. In addition, each subarea shall be subject to the generally applicable requirements of Section VIII.

C. Architectural Standards: Buildings that are constructed to accommodate certain uses are not contemplated by the City's Design Guidelines and Requirements (DGRs). In fact, the concept of Hamlets being developed in the City was introduced for the first time in the 2021 update to the Strategic Plan and therefore buildings associated with this development type are not addressed therein. Therefore, this Zoning District is not governed by the DRGs, as the document is silent on the type of development being proposed.

The goal for architectural design of the buildings and structures in this Zoning District is to meet or exceed the community standard while enabling creativity in defined locations to providing distinguishing features for this development. Architecture by its nature is a subjective medium, meaning that the adoption of strict objective standards in all instances may not provide the best means for achieving appropriate design. In recognition of this fact, the standards set forth herein provide guidelines and suggestions for designing buildings in an effort to set expectations for the quality of architecture that will be expected for these structures. On the other hand, these

standards are meant to allow for flexibility to encourage innovative design provided that the spirit and intent of a “Hamlet” as contemplated in the Strategic Plan are met. The following requirements shall apply to architecture within this Zoning District:

1. Design Intent: Buildings and structures within Subareas 1, 2, 4, 5, and 6 shall be designed in a manner that substantially complies with relevant provisions of the DGRs as if they are being applied to the building or structure as a stand-alone project that is not part of a Hamlet. For example, the buildings in Subarea 1 shall apply the standards of Section 6 of the DGRs (Commercial Outside Village Center). Notwithstanding the foregoing, deviations from relevant provisions shall be permitted if (i) they enhance the compatibility or cohesiveness of a particular building or structure with other proposed or existing buildings in the Zoning District, or (ii) they improve the environmental sustainability and reduce the environmental impact of the building or structure while not materially and negatively impacting its aesthetics. Review of architecture shall be required for approval as part of a final development plan.

The City’s Design Guidelines and Requirements (DGRs) shall not apply to Subarea 3. Architectural designs and requirements shall be reviewed as part of one or more final development plans for this subarea, and building shall be constructed in accordance with such approved plans. Given the isolated nature of Subarea 3, the intent is to allow for creative designs for buildings and structure to create a unique sense of place. Thematic, “folly”, and eclectic architectural designs shall be encouraged in Subarea 3 in order to create vibrancy and a sense of a unique place. Proposed architecture for buildings in this subarea will take this into account while not diminishing the quality of architecture as a result. For “Cottages” within this subarea, an applicant need not have the design of each individual unit approved as part of a final development plan, but may present designs for several of them along with written architectural design standards to be applied to other Cottages which may be administratively applied by City staff.

Character images for the architecture that is anticipated for this Zoning District have been provided as part of the preliminary development plan application. Architecture is intended to further the design ideas that are provided in these images.

2. Four-Sided Design: Buildings shall be designed to be seen from 360 degrees, meaning that they shall be four-sided with a consistent level of design on all sides. The palette of exterior finishes and color shall be cohesive and harmonious with the materials on and character on all sides of a building. Building facades which face interior courtyards and are not visible from outside of these courtyards shall not be subject to this requirement. Unfinished rear facades of buildings shall be prohibited.

3. Height: Maximum building heights shall not exceed:

- a. 35 feet in Subareas 1 and 4 (with homes in Subarea 4 required to meet the minimum number of stories as set forth in applicable provisions of the DGRs).
- b. 53 feet in Subarea 2;

- c. 42 feet in Subarea 3;
- d. 55 feet in Subarea 5; and
- e. 45 feet in Subarea 6 (with homes required to meet the minimum number of stories as set forth in applicable provisions of the DGRs).

Architectural elements such as monitors, chimneys, and cupolas may exceed the height limitations of this text as permitted by the Codified Ordinances.

4. Roofs: Roofs may be sloped or flat. Flat roofs shall incorporate detailed and decorated cornices in a manner that is consistent with existing examples of details on similar buildings in other areas of the City. Acceptable materials for sloped roofs include dimensional asphalt shingles, natural and synthetic slate, cedar shake, and standing seam metal and may incorporate environmentally sustainable architectural elements (such as but not limited to green roofs).

5. Screening: Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's façade and character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer sound generated by such equipment. Complete screening of all ground-mounted mechanical and other equipment at ground level by walls, fencing, or landscaping that is consistent and harmonious with the materials on and character of the nearest primary building shall be required to achieve a minimum 75% opacity screening year round.

6. Wall Finish Materials: Brick, brick veneer, and cementitious/composite siding or equivalent, shall be permitted as primary and secondary exterior façade materials as well as for trim and accent elements. Vinyl shall be prohibited, except (a) on building facades interior to a courtyard that is surrounded by building facades on all sides and (b) within Subarea 5, where it shall be permitted only if the Planning Commission determines, as part of a final development plan, that the aesthetics, quality, durability, and ability to maintain a proposed vinyl product will meet or exceed the same characteristics as they are found in cementitious/composite siding. Metal panels, EIFS, wood, and aluminum also shall be permitted as trim or accent elements. Exterior wall finish materials must be used to complete massing elements. The application of brick or brick veneer to a single building façade is prohibited. Tinted glass shall be permitted, while reflective or mirrored glass shall be prohibited. Exposed concrete foundation walls are prohibited.

7. Fascias: When applicable, roof fascias shall be proportioned to the scale of the roof element.

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

9. Commercial/Multifamily Exterior Doors: Exterior doors of any structure being primarily used for multifamily apartments or commercial sales and services, shall be made of a heavy gauge metal. This requirement shall not apply to doors whose primary purpose is for the entry or exit of customers and residents.

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

11. Operable Doors: The requirement in the DGRs that an operable and active front door is to be provided along a public street shall apply in Subarea 1 along Central College Road only for multi-tenant buildings. Single-tenant buildings in Subarea 1 along Central College Road shall be exempt from this requirement, provided that such buildings have a pedestrian entrance on one or both sides and further provided that the façade of a building facing Central College Road instead shall include an architectural feature or other design element that encourages pedestrian activity and sufficiently addresses the road architecturally. Where buildings in other subareas have frontages on two or more public streets, a primary pedestrian entrance shall be designated. Secondary pedestrian entrances shall appear to be operable but may have their access limited by key card, key pad, or similar means.

12. Architectural Details: Additional architectural details including roof plans; garage door design/colors; dormer details; entablature; and shutter specifications; columns, cornice and pediment details; window specifications; louver details, brick mould profile shall be provided at each final development plan for review by the Planning Commission as applicable. The extensive use of glass shall be encouraged on storefronts.

13. Provisions Specific to Subarea 2: There shall be no maximum building length in Subarea 2. Stairways (other than stoops) within Subarea 2 must be enclosed and shall not be visible from the exterior of a building.

14. Solar Panels: When used, solar panels shall be located where not visible to public streets whenever possible; however, if they need to be located such that they are visible in order to function (i.e., facing south), the panel array shall be arranged in an orderly, designed layout, incorporating required walkways if on the ground, and evenly distributed if on a roof, for a neat appearance. Wiring and components other than the panels shall not be visible.

D. Vehicular and Bicycle Parking. Given the integrated development program for this Zoning District, as part of the review and approval of the first final development plan in the Zoning District the applicant will complete and submit (a) a comprehensive shared vehicular parking master plan for the entire Zoning District (a “Vehicle Parking Plan”) and (b) a comprehensive bicycle parking plan (a “Bicycle Parking Plan”). The Vehicle Parking Plan shall analyze peak commercial, office, and residential uses and recommend the total number of vehicular parking spaces and their locations based on shared parking principles and ratios to provide adequate parking for the Zoning District without “overparking” that would detract from the built environment and provide for unnecessary excess pavement. The Bicycle Parking Plan shall provide for a number of bicycle parking places that is adequate to serve the needs of the Zoning District while being located for their efficient usage, but shall not require bicycle parking on each individual parcel. The Vehicle Parking Plan and the Bicycle Parking Plan that is approved as part of a final development plan shall govern the provision of parking for vehicles and bicycles in this Zoning District unless otherwise approved as part of one or more additional or amended final development plans that are later filed for development within the Zoning District, and in Subarea 2 shall provide the required number of parking spaces as provided later in this text. Notwithstanding the foregoing, specific vehicular parking ratios and requirements for Subarea 2 and Subarea 5 are detailed later in this text and shall be applied to those subareas when preparing and reviewing the Vehicle Parking Plan.

III. SUBAREA 1: The provisions of this Section III shall apply to Subarea 1.

A. Permitted Uses: The permitted uses contained in the Codified Ordinances of the City of New Albany, C-2 General Business (Commercial) District, Section 1147.02, shall be permitted in Subarea 1. Conditional uses contained in Section 1147.03 of the Codified Ordinances shall be allowed in this subarea. Conditional uses shall comply and shall be reviewed in accordance with Chapter 1115 of the Codified Ordinances. Notwithstanding any of the foregoing, the following uses shall be prohibited in Subarea 1:

1. Funeral services.
2. Self-service laundries.
3. Gasoline service stations or retail convenience stores selling gasoline as an ancillary activity.

B. Lot and Setback Commitments:

1. Application of C-2 Development Standards: Except as otherwise expressly set forth in this subsection II.B, the development standards contained in Codified Ordinances Section 1147.04 shall apply to this subarea.

2. Central College Road: There shall be a minimum pavement setback and a minimum building setback of 70 feet as measured from the centerline of Central College

Road. The setback from Central College Road shall be deemed to be the front yard setback in this subarea.

3. Perimeters: The following setbacks shall apply to perimeter boundaries of Subarea 1 which are not contiguous with the public street right-of-way of Central College Road:

a. A minimum pavement setback of 5 feet and a minimum building setback of 10 feet from the western perimeter boundary line.

b. There shall be a zero minimum pavement and building setback from the southern and eastern perimeter boundary lines.

4. Interior Boundaries: Setbacks along all internal property boundaries between adjoining parcels within this subarea shall be zero feet for pavement and for buildings.

5. Lot Coverage: The maximum lot coverage shall be 80%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

C. Access: Vehicular access to and from Subarea 1 shall be provided from (a) one full movement access point on Central College Road that is located along or near the shared perimeter boundary line between Subarea 1 and Subarea 2, and (b) from a public street and public alley network that is generally consistent with that which is illustrated in the accompanying preliminary development plan and as approved in one or more final development plans for the Zoning District.

IV. SUBAREA 2: The provisions of this Section IV shall apply to Subarea 2.

A. Permitted Uses: Permitted uses in this subarea shall include:

1. Multi-family dwelling units.

2. Private community center/clubhouse facilities (with or without an outdoor pool) and other amenities that are customary when serving a multi-family residential

development. Marketing and leasing offices for the multi-family within this subarea shall be permitted to be operated from this structure, as will coffee shops, cafes, fitness centers, community gathering spaces, co-working spaces for offices, and other similar uses in accordance with Section 1127.02(e) (Similar Uses) of the Codified Ordinances.

3. Home occupations, subject to the regulations of Codified Ordinances Section 1165.07.

B. Density, Unit, and Setback Requirements:

1. Number of Units: There shall be a maximum of 280 dwelling units in this subarea.

2. Types of Units: Dwellings shall consist of individual “flat” or “garden” units, meaning that each dwelling unit will be located on a single floor of the building in which it is located, and/or two-story units with flats or gardens above or below them. Units shall be located above a so-called “podium” parking area within the building and/or shall be wrapped around an interior parking area within the building. If parking underneath or within a building is visible from the exterior, then opaque screening shall be required using materials that are consistent with or complimentary to the exterior facades of the building.

3. Size and Configuration: The minimum gross floor area for each dwelling unit shall be 500 square feet. One-, two-, and three-bedroom units will be permitted, provided that no more than 40% of the units will have two bedrooms and no more than 8 units shall three bedrooms.

4. Lot Size: There shall be a minimum lot width of 100 feet and minimum lot area of 10,000 square feet in this subarea.

5. Lot Coverage. The maximum lot coverage shall be 90%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

6. Setbacks. The following setback requirements shall apply to this subarea:

a. Central College Road. There shall be a minimum pavement setback and a minimum building setback of 70 feet from the centerline of Central College Road.

b. New Albany-Condit Road. There shall be a minimum pavement setback and a minimum building setback of 70 feet from the centerline of New Albany-Condit Road as it exists on the date that this text becomes legally effective.

c. Southern Perimeter Boundary. There shall be a zero minimum pavement and building setback from the right-of-way of the new public street that is to be constructed along or near the southern perimeter boundary line of this subarea.

d. Western Perimeter Boundary. There shall be a zero minimum pavement and building setback from the western boundary line of this subarea.

e. Minimum Separation. The minimum separation between buildings shall be 10 feet

C. Access and Parking:

1. Vehicular Access: Vehicular access to and from Subarea 2 shall be provided using a combination of a public street and a public alley system within the subarea and the Zoning District. Vehicular access shall be provided from a full-service access point on Central College Road along or near the shared boundary line of this subarea with Central College Road. An east-west public street will be provided within or along the southern boundary of Subarea 2. This street shall have a minimum right-of-way width of 60 feet and a pavement width of 24 feet, measured from face-of-curb to face-of-curb and shall have full movement access at New Albany-Condit Road.

2. Off-Street Parking: Parking shall be provided within the interior of multi-family buildings at the minimum rate of 1.05 spaces per studio dwelling unit, 1.16 spaces per one-bedroom unit, 1.64 spaces per two-bedroom unit, and 1.89 spaces per three-bedroom unit. An exterior parking area shall be located near the permitted private community center/clubhouse with spaces to be provided at the minimum rate of 1 space per 1,000 square feet contained within the community center/clubhouse. This exterior parking area may be used for overflow parking from other uses or from events in this Zoning District, and visitor parking, drop-offs, deliveries, potential lessees, ride sharing, and food pickups. Direct vehicular access to and from interior and exterior parking areas shall be prohibited from Central College Road and New Albany-Condit Road.

3. On-Street Parking: On-street parking shall be permitted on at least one side of the public street that is near or along the southern boundary of this subarea.

4. Public Sidewalks: A public sidewalk shall be located within the right-of-way on both sides of the public street that is near or along the southern boundary of this

subarea. Sidewalks shall be a minimum of 5 feet in width and shall be constructed of concrete.

D. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets and public alleys. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances. This requirement may be waived in areas where existing vegetation occurs, subject to the approval of the city landscape architect. Notwithstanding the foregoing, tree spacing may deviate from this requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Trees shall not obstruct sight distance or signage. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for landscaping along Central College Road and New Albany-Condit Road. It also shall include locations for public and private sidewalks. Public street and alley landscaping shall be coordinated and consistent throughout the Zoning District.

V. SUBAREA 3: The provisions of this Section V shall apply to Subarea 3.

A. Intent: Subarea 3 is intended to be the core of this Zoning District which is an amenity for the Hamlet and an attraction for the larger New Albany community. Using the Sugar Run Creek as the Zoning District's backbone, the goal will be to capitalize on its prominence by creating associated green space, leisure trails, and recreational, entertainment, and social opportunities. It will accommodate a variety of unique and inventive uses.

B. Permitted Uses: Permitted uses in this subarea shall include:

1. Parks/Open Space: Parks, open space, dog parks, public restrooms, and customary amenities and activities related thereto.

2. Recreation: Athletic fields, athletic courts, playgrounds, and similar uses.

3. Parking: Parking for uses within this subarea and for overflow from other subareas.

4. “Food Trucks”, defined to mean “licensed and operable motor vehicles or trailers with a kitchen where food is prepared for purchase by walk-up customers.”

5. “Food Huts”, defined to mean “a restaurant with limited seating capacity located in a small space relative to traditional restaurants and which derives most of its sales from carryout orders”.

6. “Seasonal Dining Spaces”, defined to mean “dining and/or beverage consumption spaces located outside of a permanent structure which provide for outdoor seating opportunities during times of cold or otherwise inclement weather using inflatable bubbles or other means of shelter or separation and which utilize portable heating devices, as necessary.”

7. “Office/Co-Working spaces”, defined to mean “shared workspaces providing an office-like environment for multiple businesses and/or individuals to operate and work, for rent on a short-term but renewable basis.”

8. “Cottages”, meaning “homes that are 850 square feet or less in size, detached from other structures. Cottages may be rented as VRBO, Airbnb, or in similar manners.”

9. “Outdoor entertainment stages” shall mean stages that are covered or uncovered but not completely enclosed and from which concerts, theatre productions, and other artistic performances are given.

10. Restaurants, with or without outdoor dining spaces. Drive-thrus are prohibited. For purposes of this subsection, a “drive-thru” shall be defined to mean one or more dedicated lanes from which food orders are placed and picked up. Temporary outdoor food concessions or providers shall be included within this definition.

11. “Ghost Kitchens”, defined to mean “professional food preparation and cooking facilities set up for the preparation of delivery-only meals. Delivery may be made to visitors of uses, places, or events within Subarea 3 or to locations elsewhere within and/or outside of the Zoning District.” A Ghost Kitchen need not be for a single restaurant and may contain kitchen space and facilities for more than one restaurant brand. It also may be permitted to be operated as part of or in conjunction with other permitted restaurants or permitted food concepts.

12. Special event venues such as, but not limited to, wedding venues, banquet facilities, and gathering venues for special occasions.

13. “Markets”, defined to mean “farmers markets, artisan and artist markets, craft markets, flea markets, antique markets, and similar markets. These permitted uses may be located indoors or outdoors. Markets may include Food Trucks and other temporary outdoor food preparation concessions or providers.”

14. Artisan and artist creative spaces and galleries.

15. Nano-breweries/pubs and beer gardens.

16. Multi-family dwelling units located within a building and above a first floor which contains one or more other permitted uses.

17. Retail sales, no greater than 2,500 square feet per tenant space.

C. Density: The following maximum densities shall apply to this subarea:

1. Residential. There shall be a maximum of 25 total residential units in this subarea.

2. Outdoor Entertainment Stages. A maximum of two permanent Outdoor Entertainment Stages shall be permitted.

D. Operational Requirements and Limitations: Given the unique nature of certain permitted uses in this subarea, certain operational requirements and limitations are being provided in order to ensure their appropriate operations:

1. Recreational Uses: Athletic fields, athletic courts, playgrounds, and similar uses may be lighted, provided that such lighting is turned off by 10:00 P.M.

2. Outdoor Entertainment Stages: Performances from Outdoor Entertainment Stages shall not begin before 9:00 A.M. and shall be completed by no later than 10:00 P.M., except that on Memorial Day, Independence Day, and Labor Day (and their associated weekends) performances shall be completed by 11:00 P.M.

3. Outdoor Markets: Outdoor Markets shall be permitted to be operated for no more than 96 hours in a row and shall be permitted to be operational only between 9:00 A.M. and 10:00 P.M. Permanently located restaurants and other food service providers shall be exempt from this provision.

4. Food Trucks:

a. Power Source: Food Trucks shall be powered using a permanent electric source provided within the Zoning District. Outdoor generators shall not be permitted to be used to power Food Trucks.

b. Signs: Signage shall be permitted on the exteriors of Food Trucks without a permit being necessary if (a) it is painted on or permanently affixed to the Food Truck, (b) it consists of a menu or advertisement meant to provide information to on-site customers, or (c) is of an “A frame” or sandwich board type. In addition, other signage parameters and requirements for Food Trucks may be approved as part of a master sign plan.

c. Trash Receptacles: At least one trash can/receptacle shall be provided near each food truck in a location that is not visible from adjacent public streets. No liquid waste or grease shall be disposed into sanitary sewers or storm drains.

E. Lot Requirements:

1. Lots/Parcels: Multiple buildings and structures containing any mixture of permitted uses in this subarea may be located on a single lot or parcel, provided that the buildings and structures are under common ownership.

2. Dimensions: There shall be a minimum parcel width or depth requirements in this subarea. of 15 feet.

3. Street Frontage: At least one parcel in this subarea shall be required to have frontage on the east-west public street that is planned to be constructed in Subarea 2 and/or Subarea 4 and which will connect to New Albany-Condit Road. Other parcels in this subarea which do not have frontage on that street shall be permitted only if an easement agreement is recorded which provides the parcel with perpetual rights of access to and from the public street and public alley system within this Zoning District and that allows for direct or indirect vehicular and pedestrian access to Central College Road and/or New Albany-Condit Road. Such an easement agreement shall be required to be recorded with the Office of the Recorder of Franklin County, Ohio. A parcel within this subarea that is dedicated to the City as parkland may have its street frontage on New Albany-Condit Road even if vehicular access to and from the park is not provided from that street.

4. Lot Coverage. The maximum lot coverage across the subarea shall be 35% in the aggregate for this subarea. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage

within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

F. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum pavement and building setback of 70 feet from the centerline of New Albany-Condit Road.

2. Stream Corridor Protection Zone: A “Stream Corridor Protection Zone” shall be provided along Sugar Run Creek for a minimum width of 100 feet, provided that a minimum of 25 feet shall be provided to each side of the centerline of the creek. The amount of the Stream Corridor Protection Zone that is located on either side of the creek may vary, provided that the foregoing minimums are met. Within the Stream Corridor Protection Zone, buildings and structures shall be prohibited. Pavement shall be prohibited within the Stream Corridor Protection Zone except for leisure paths. Benches, trash receptacles, and pet waste stations shall be permitted within the Stream Corridor Protection Zone in locations which are approved as part of a final development plan. At the time of final development plan review for Subarea 3, the applicant shall provide a detailed plan concerning the locations of grassed lawns within the Stream Corridor Protection Zone which will be mowed and the general frequency proposed for such mowing, it being the intent that mowing will be minimized and natural growth of grass and native plant species shall be prioritized.

3. Perimeter Boundaries: There shall be a zero minimum pavement and minimum building setback from all perimeter boundary lines of this subarea which are located outside of the Stream Corridor Protection Zone and which are not contiguous with a public right-of-way.

4. Interior Parcel Lines: There shall be a zero pavement and building setback from all interior parcel lines within this subarea, provided that all applicable building code requirements are met.

G. Access: Vehicular access to and from Subarea 3 shall be provided from an east-west public street which will be provided along or near the shared boundary line between Subarea 2 and Subarea 4, as well as an east-west public street which will be provided along or near the shared boundary lines between Subarea 3 and Subareas 1 and 2.

H. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road. It also shall include locations for public and private sidewalks.

The landscaping plan for the Trailhead Park may be submitted for review and approval separately from the landscaping plan for the balance of this subarea.

VI. SUBAREA 4: The provisions of this Section VI shall apply to Subarea 4.

A. Permitted Uses: Permitted uses in this subarea shall be as follows:

1. Single-family attached residences in buildings containing at least two and no more than five dwelling units within a building. Units may be owner-occupied or for rent.

2. One model home or leasing office shall be permitted in this subarea subject to the review and approval of the Planning Commission in accordance with Section 1133.04(d) of the Codified Ordinances of the City of New Albany. Notwithstanding anything to the contrary in the City's Codified Ordinances, upon approval of a final plat by the City the developer may commence construction of the building containing the model home or leasing office. Construction of the model home may occur in advance of, or in conjunction with, installation of public infrastructure for the subdivision. No occupancy or use of the model home shall be permitted until all relevant public infrastructure improvements serving the home are acted by the City.

3. Home occupations, subject to the regulations of Codified Ordinances Section 1165.09.

B. Number and Types of Units: There shall be a maximum of 25 dwelling units in this subarea.

C. Lot Requirements:

1. Individual Lots: Each dwelling unit that is owner-occupied shall be located on its own parcel.

2. Dimensions: For owner-occupied units, there shall be a minimum parcel width of 25 feet at the building line and a minimum parcel depth of 45 feet. For buildings containing rental units, there shall be a minimum parcel width at the building line of 100 feet and a minimum parcel depth of 45 feet.

3. Street Frontage: All parcels shall have access to a public alley which connects to a public street.

4. Lot Coverage. The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this

subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

D. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum building setback of 70 feet from the centerline of State Route 605/New Albany-Condit Road as it exists on the date that this text becomes legally effective.

2. New Public Street: There shall be a minimum building setback of 10 feet from the right-of-way of the new public street that is to be constructed along or near the northern boundary line of this subarea.

3. Other Perimeter Boundaries: From perimeter boundary lines of this subarea which are not adjacent to a public right-of-way, the minimum building setback shall be 10 feet.

4. Front Yards: Except as otherwise required in the preceding subsections of this text, the minimum front yard setback shall be 5 feet from the edge of public alley pavement for each dwelling unit.

5. Side Yards: There shall be a zero-setback requirement between attached units and their shared lot lines, where applicable. End units on buildings shall be located no less than 5 feet from the side parcel line.

6. Rear Yards: The minimum rear yard setback for each dwelling unit shall be 5 feet.

7. Encroachments – Front and Rear Yards: Stoops, steps, and covered porches shall be permitted to encroach a maximum of 4 feet within the minimum front yard setback. They shall not be permitted to encroach within easements. Decks, patios, and screened porches may encroach a maximum of 4 feet into the minimum rear yard setback.

E. Access and Parking:

1. Vehicular Access: A public street generally running east-west will be provided within or along the northern boundary of Subarea 4 and will have a full movement access point at New Albany-Condit Road. Vehicular access to and from Subarea 4 shall be provided using this new public street. This street shall have a minimum right-of-way width of 60 feet and a pavement width of 24 feet, measured from face-of-curb to face-of-curb. A public alley shall extend into the subarea from the east-west public street and shall have a pavement width of 24 feet, measured from face-of-curb to face-of-curb.

2. Off-Street Parking: All homes shall have a minimum one car garage and shall be required to have a minimum of one off-street parking spaces on their driveways.

3. On-Street Parking: On-street parking shall be permitted on public streets within this Zoning District in accordance with the City's Codified Ordinances.

4. Public Sidewalks: A public sidewalk shall be located within the right-of-way on both sides of public streets. Sidewalks shall be minimum 5 feet in width and shall be constructed of concrete.

F. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances, except that along New Albany-Condit Road trees may be grouped, provided the quantity is equivalent to the Code-required number of trees. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the city landscape architect. Notwithstanding the foregoing, tree spacing on public streets may deviate from this spacing requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Trees shall not obstruct sight distance or signage. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road.

G. Porches: Front porches are encouraged on all homes. Screened porches are permitted on the rears of homes but shall not be permitted on the front or side. Detailing shall be traditional wood in appearance with a break in screening at rail height. All screened porch trim shall be painted or stained. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.

H. Garages:

1. Garages shall be attached and may front on a public alley. Each home shall provide a 1-car garage.

2. Individual bay doors or double wide garage doors that have the appearance of individual bay doors when closed shall be required. Notwithstanding the foregoing, individual bay doors shall be required on all garages which face the public street along the northern boundary of this subarea or New Albany-Condit Road. All garage doors shall contain decorative features and shall be of a color and style that is consistent with

architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door. Garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home. All garage doors shall be solid paneled but may have windows provided that the interior of the garage cannot be viewed at a height of 6 feet when standing in the middle of the public street found in front of the garage. No glazing shall be permitted on garage doors unless they are consistent with the architectural theme.

3. Garage doors (Pedestrian): All pedestrian garage doors shall be solid paneled.

I. Miscellaneous Standards:

1. Graphics and Signage Commitments: This subarea shall utilize standard City of New Albany street regulatory signage. Entry feature signage at the public street entry into Subarea 4 shall be permitted with a design that is approved by the Planning Commission as part of a final development plan for this subarea. Other signage may be used subject to approval by the Planning Commission.

2. Swimming Pools/Spas: Swimming pools shall be prohibited in this subarea. Spas shall be permitted in the rear yard but must be completely screened from adjoining properties. Spas shall be flush with the top of surrounding paving or similar surfaces. Spas that are completely or partially flush with the top of surrounding paving or similar surfaces shall be enclosed by a wall or fence constructed so as to prevent uncontrolled access. Such wall or fence shall be of such design and construction as to effectively prevent a child from crawling or otherwise passing through or under such fence or barrier. Such wall or fence shall not be less than forty-eight (48) inches in height, maintained in good condition by the property owner, and affixed with an operable gate and lock.

3. Storage:

a. Storage Sheds: Storage sheds shall be prohibited.

b. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, or adjacent lots or developments.

c. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

4. Mailboxes: Due to recently enacted federal postal rules and regulations, individual mailboxes are no longer permitted to be located to the front of each home. Instead, cluster mailbox units shall be utilized at a single location. This location and the

design of the cluster mailbox units shall be reviewed and approved as part of a final development plan for this subarea.

5. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas that meet the requirements of Codified Ordinances Section 1171.05.

VII. SUBAREA 5: The provisions of this Section VII shall apply to Subarea 5.

A. Permitted Uses: Permitted uses in this subarea include the following:

1. Senior Living Uses: “Senior Living Uses” shall be defined to mean the development and operation of Assisted Living Facilities, Memory Care Facilities and Skilled Nursing Facilities, either individually or in some combination thereof, as well as any Independent Living Facility that is a component of a senior living community that includes an Assisted Living Facility. For purposes of this text, certain terms shall have the meanings provided below:

a. “Assisted Living Facilities” shall be defined to mean “facilities providing living accommodations for senior citizens, the elderly, and/or individuals with disabilities residing in individual units within a building that includes multiple living units and also provides assistance from on-site staff with respect to some activities of daily living such as, but not limited to, hygiene, dressing, provision of meals, dispensing and administration of medication, and mobility assistance.” Individual living units in such facilities may provide a living room, a kitchen, and one or more studio or self-contained bedrooms. These facilities may provide for common dining areas and meal preparation by on-site staff.

b. “Memory Care Facilities” shall be defined to mean “facilities providing for care of individuals living on-site who suffer from dementia or similar memory impairment conditions.” These facilities may include on-site nursing staff, physicians and caregivers. These types of facilities may have special security measures in place for the protection and safety of residents. Memory Care Facilities will have some elements which are similar to Assisted Living Facilities but are distinguished from them based on the nature of residents’ health and the elevated level of care that is necessary to be provided.

c. “Skilled Nursing Facilities” shall be defined to mean “facilities in a more institutional setting than Assisted Living or Independent Living Facilities, which require government-issued licenses in order to operate, and that customarily provide high and skilled levels of care due to residents’ complex medical problems, restrictions on mobility, and infirmities.” In these facilities, many residents

generally require assistance with movement from one place to another, bathing, and other basic activities of daily living.

d. “Independent Living Facilities” shall be defined to mean “attached or detached residential units for senior residents aged 55 and over who largely have the ability to take care of their own basic needs.” These facilities have residents who are generally more active than in other senior living environments.

2. Senior Living Supporting Uses: Any uses ancillary to the operation of any Senior Living Use (“Senior Living Supporting Uses”) shall be permitted in association with the operation of a permitted Senior Living Use, provided that such uses are intended primarily for usage by residents and their families and guests and shall not be marketed (but will be open) to the general public. Examples of Senior Living Supporting Uses include, but are not limited to:

- a. Retail stores primarily engaged in selling merchandise for personal or household consumption;
- b. Cafes and restaurants with no drive-throughs;
- c. Coffee shops;
- d. Beauty salons, barber shops, nail salons, and spas;
- e. Pools
- f. Theaters;
- g. Fitness centers;
- h. Gymnasiums;
- i. Areas of worship; and
- j. Medical service facilities.

3. Offices: Administrative, business, professional, and medical offices as provided in Codified Ordinances Section 1143.02(a), (b), and (c); and

B. Conditional Uses: Daycares and preschools shall be conditional uses in this subarea, provided that the conditional uses comply with and are reviewed in accordance with Chapter 1115 of the Codified Ordinances:

C. Site Design Intent: The preliminary development plan for this subarea is intended to illustrate one site plan that conforms to the requirements of this zoning text. The final development plan for this subarea may differ from the preliminary development plan. Such differences shall be deemed to be permissible provided that the final development plan meets the requirements of this zoning text, subject to any variances that are approved by the Planning Commission as part of a final development plan.

D. Lot and Setback Commitments:

1. Lot Coverage: The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

2. Setbacks:

a. New Albany-Condit Road: There shall be a minimum pavement setback of zero feet, a minimum primary building setback of 25 feet, and a minimum ancillary structure setback of 10 feet from the right-of-way of State Route 605/New Albany-Condit Road.

b. Western Perimeter Boundary: There shall be a minimum pavement setback of 10 feet and a minimum building setback of 20 feet from the western perimeter boundary of this subarea.

c. Northern Perimeter Boundary: There shall be a zero minimum pavement and building setback from the northern perimeter boundary of this subarea.

d. Southern Perimeter Boundary: As later contemplated herein, a public street will be constructed running east-west and generally parallel to the southern boundary line of this subarea. No buildings or pavement shall be permitted to be located between this new street and the southern boundary line of this subarea. There shall be a minimum pavement setback of zero feet and a minimum building setback of 10 feet from this street.

f. Interior Parcel Lines: There shall be a zero minimum setback required for buildings and pavement from interior parcel lines within this subarea.

E. Access: Vehicular access to and from Subarea 5 shall be provided from one full movement access point on New Albany-Condit Road which shall generally align with the existing access point for the public street known as Snider Loop which is located on the east side of New Albany-Condit Road. The final design and geometry of the new full movement vehicular access

point shall be subject to City staff review and approval in order to ensure that proper turn movement are achieved. A new public street will be constructed running east-west along the southern boundary of this subarea. It shall be constructed so that it is open for use prior to the issuance of the first temporary or permanent certificate of occupancy that is issued for a building in this subarea. The new public street shall have a minimum of 60 feet of right-of-way and a minimum of 24 feet of pavement measured face-of-curb to face-of-curb. It will be stubbed to the western boundary line of this subarea. A public sidewalk shall be provided along the north side of the new public street. This sidewalk shall be 5 feet in width and shall be constructed of concrete. If and when the street, as described in this section, is extended to New Albany Road East, a 5-foot public sidewalk or 8-foot-wide leisure trail must be installed along the south side of the street by NoNA developer or property owner of subarea 5

VIII. SUBAREA 6: The provisions of this Section VIII shall apply to Subarea 6.

A. Permitted Uses: Permitted uses in this zoning district shall be as follows:

1. Single-family attached residences within buildings containing at least two and no more than five dwelling units within a building. Units may be owner-occupied or for rent.
2. Single-family detached residences on reduced lots.
3. One model home per residential product type permitted in this subarea or leasing office shall be permitted in this subarea subject to the review and approval of the Planning Commission in accordance with Section 1133.04(d) of the Codified Ordinances of the City of New Albany. Notwithstanding anything to the contrary in the City's Codified Ordinances, upon approval of a final plat by the City the developer may commence construction of building containing the model home or leasing office. Construction of the model home may occur in advance of, or in conjunction with, installation of public infrastructure for the subdivision. No occupancy or use of the model home shall be permitted until all relevant public infrastructure improvements serving the home are acted by the City.
4. Home occupations, subject to the regulations of Codified Ordinances Section 1165.09.

B. Number of Units: There shall be a maximum of 35 dwelling units in this subarea.

C. Lot Requirements:

1. Individual Lots: Each dwelling unit that is owner-occupied shall be located on its own parcel. An individual building shall contain only owner-occupied dwelling units or rental units, but not both.

2. Dimensions: There shall be a minimum parcel width of 18 feet at the building line. Each parcel shall have a minimum depth of 40 feet.

3. Primary Street Frontage: No homes shall be permitted to back onto New Albany-Condit Road or Central College Road. Homes shall be served by a public alley system for vehicular traffic that provides access to the garage in the rear of a home.

4. Lot Coverage. The maximum lot coverage shall be 70%. Lot coverage shall be defined as the area covered by buildings and impervious surfaces. Lot coverage shall be measured across the entire subarea, meaning that individual parcels within this subarea may exceed the maximum lot coverage percentage as long as the entire subarea does not exceed the maximum and shall be documented by the developer. This documentation shall consist of a calculation being provided along with each final development plan in this subarea detailing the lot coverage within the proposed development that is the subject of the application and the total lot coverage that will exist in the subarea following the approval of the application by taking into account other improved portions of the subarea and other final development plans for the subarea which has been approved but pursuant to which development has not yet occurred.

D. Minimum Setbacks:

1. New Albany-Condit Road: There shall be a minimum building setback of 70 feet from the centerline of State Route 605/New Albany-Condit Road as it exists on the date that this text becomes legally effective.

2. Central College Road: There shall be a minimum building setback of 70 feet from the centerline of Central College Road as it exists on the date that this text becomes legally effective.

3. Eastern Perimeter Boundary: There shall be a minimum building setback of 10 feet from the eastern perimeter boundary line of this subarea.

4. Side Yards: There shall be a zero-setback requirement between attached units and their shared lot lines, where applicable. End units on buildings shall be located no less than 5 feet from the side parcel line.

5. Rear Yards: The minimum rear yard setback for each dwelling unit shall be 18 feet to the edge of alley pavement.

6. Stream Corridor Protection Zone: A "Stream Corridor Protection Zone" shall be provided along Sugar Run Creek for a minimum width of 100 feet, provided that a minimum of 25 feet shall be provided to each side of the centerline of the creek. The amount of the Stream Corridor Protection Zone that is located on either side of the creek may vary, provided that the foregoing minimums are met. Within the Stream Corridor Protection Zone, buildings and structures shall be prohibited. Pavement shall be prohibited

within the Stream Corridor Protection Zone except for leisure paths. Benches, trash receptacles, and pet waste stations shall be permitted within the Stream Corridor Protection Zone in locations which are approved as part of a final development plan. At the time of final development plan review for Subarea 6, the applicant shall provide a detailed plan concerning the locations of grassed lawns within the Stream Corridor Protection Zone which will be mowed and the general frequency proposed for such mowing, it being the intent that mowing will be minimized and natural growth of grass and native plant species shall be prioritized.

E. Access and Parking:

1. Vehicular Access: Vehicular access to and from Subarea 6 shall be provided using a public alley system with full turn movement access to and from New Albany-Condit Road. The access point at New Albany-Condit Road shall align with the proposed new public street that is planned in this Zoning District extending from the west side of New Albany-Condit Road. No vehicular access to and from Subarea 6 shall be provided along Central College Road. Public alleys shall have a minimum pavement width of 18 feet and a minimum right-of-way of 20 feet.

2. Off-Street Parking: All homes shall have a minimum one-car garage.

3. On-Street Parking: On-street parking shall be permitted on public streets within this zoning district in accordance with the City's Codified Ordinances.

4. Public Sidewalks: A public sidewalk shall be located on both sides of alleys. Sidewalks shall be minimum 5 feet in width and shall be constructed of concrete.

F. Landscaping:

1. Street Trees: Street trees shall be required on both sides of public streets. Trees shall be a minimum of 3 inches in caliper at installation and shall be spaced as required by applicable provisions of the Codified Ordinances, except that along New Albany-Condit Road trees may be grouped, provided the quantity is equivalent to the Cde-required number of trees. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the city landscape architect. Notwithstanding the foregoing, tree spacing on public streets may deviate from this spacing requirement if necessary or appropriate to provide a desirable streetscape, as approved as part of a final development plan. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the final development plan for review and approval.

2. Landscaping Plan: A landscaping plan shall be provided with a final development plan application for this subarea for review and approval by the Planning Commission. The landscaping plan shall provide specifications for required plantings on individual parcels and reserve areas and shall provide detailed requirements for screening, buffering, and/or landscaping along New Albany-Condit Road. In addition, it shall provide for a mound to be located near the eastern boundary of Subarea 6 which is shared with Franklin County Parcel Number 222-003916. Such mound shall be a minimum of 4 feet in height and shall include evergreen and deciduous trees and shrub plantings to provide additional screening and buffering. The slope of the mound shall be determined as part of the review and approval of the final development plan.

G. Porches: Front porches are encouraged on all homes. Screened porches are permitted on the rears of homes but shall not be permitted on the front or side. Detailing shall be traditional wood in appearance with a break in screening at rail height. All screened porch trim shall be painted or stained. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.

H. Garages:

1. Garages shall be attached and may front on a public alley. Each home shall provide a minimum 1-car garage.

2. Garage doors (Vehicular): Individual bay doors or double wide garage doors that have the appearance of individual bay doors when closed shall be required. Notwithstanding the foregoing, individual bay doors shall be required on all garages which face the public street along the northern boundary of this subarea or New Albany-Condit Road. All garage doors shall contain decorative features and shall be of a color and style that is consistent with architecture of the home. The exterior color palates for each home shall be selected and designed in a manner which de-emphasizes the location and placement of the garage door. Garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home. All garage doors shall be solid paneled but may have windows provided that the interior of the garage cannot be viewed at a height of 6 feet when standing in the middle of the public street found in front of the garage. No glazing shall be permitted on garage doors unless they are consistent with the architectural theme.

3. Garage doors (Pedestrian): All pedestrian garage doors shall be solid paneled.

I. Miscellaneous Standards:

1. Swimming Pools/Spas: Swimming pools shall be prohibited in this subarea. Spas shall be permitted in the rear yard but must be completely screened from adjoining properties. Spas shall be flush with the top of surrounding paving or similar surfaces.

2. Storage:

- a. Storage Sheds: Storage sheds shall be prohibited.
- b. Equipment Storage: Storage of all maintenance equipment shall be within garages or otherwise screened from off-site view. Such items should not be visible from streets, common open spaces, or adjacent lots or developments.
- c. Vehicle Storage: All campers, off-road vehicles (i.e. box trucks), and boats, must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

3. Mailboxes: Due to recently enacted federal postal rules and regulations, individual mailboxes are no longer permitted to be located to the front of each home. Instead, cluster mailbox units shall be utilized at a single location. This location and the design of the cluster mailbox units shall be reviewed and approved as part of a final development plan for this subarea.

4. Garbage Cans: All garbage cans and other waste containers shall be kept in garages or within approved screened areas.

IX. GENERALLY APPLICABLE STANDARDS AND PROCEDURES: The provisions of this Section IX shall apply to the entirety of the Zoning District unless otherwise expressly noted.

A. Parkland and Open Space: Parkland shall be dedicated to the City and maintained privately in perpetuity as determined at FDP from Subarea 3 and from Subarea 6 as generally shown in the preliminary development plan and with final dimensions and configurations which are approved as part of one or more final development plans. The intent of the dedicated parkland is to provide an amenity not only for the residents of the Zoning District but also for the New Albany community as a whole. The applicant will construct a trail and path system within the parkland that can be connected to other properties in the nearby vicinity and will provide valuable additions to the existing pedestrian trail network. The Sugar Run Creek will be enhanced and cleaned to improve its health and sustainability and provide a defining feature for this Zoning District. Where plantings are made within or near the creek, native plant species shall be used. Details of these enhancements and cleaning shall be presented for review as part of a final development plan for each of Subarea 3 and Subarea 6. Other open space areas shall be specifically defined and approved with each final development plan for this Zoning District.

Based on the nature of the proposed uses in this Zoning District and the nature of this development being a “hamlet”, the calculations as provided in the Codified Ordinances yield a result that makes it impossible to physically locate all of the required parkland and open space within the boundaries of this Zoning District. In addition, payment of a fee in lieu of the shortages in parkland or open space in accordance with the requirements and procedures of the Codified Ordinances will be cost prohibitive to the project. Therefore, the parkland and open space that is being shown in the preliminary development plan and which is later approved as part of one or

more final development plans shall be deemed to satisfy parkland and open space requirements for this Zoning District.

B. Traffic Study: A traffic study has been filed along with the rezoning application for this Zoning District. Improvements to the interior and adjacent public street network shall be provided by the developer(s) of this Zoning District as required (and with timing recommended) by a traffic study which has been approved by the City Traffic Engineer.

C. Leisure Trails: An asphalt leisure trail that is 8 feet in width shall be constructed along the Zoning District's frontages on Central College Road and the west side of New Albany-Condit Road in locations which are reviewed and approved as part of a final development plan. The locations and specifications for additional leisure trails shall be reviewed and approved as part of relevant final development plans.

D. Sizes of Plantings: Except as otherwise provided in other sections of this text, the minimum landscaping size at installation shall be 3 inches in caliper for deciduous trees and 6 feet high for evergreen trees.

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

F. Dedications of Rights-of-Way:

1. State Route 605/New Albany-Condit Road ROW: Prior to the issuance of the first building permit for any structure to be built in this Zoning District, the relevant property owners shall dedicate right-of-way to the City for a distance that extends 40 feet from the centerline of State Route 605/New Albany-Condit Road. Additional right-of-way shall be dedicated to City if determined to be necessary by the City's traffic engineer to provide for intersection improvements based their review of a traffic impact study to be completed by the property owner/developer as part of the City's traffic engineer's review and approval of the property owner/developer's final development plan application for the Project.

2. Central College Road: Prior to the issuance of the first building permit for any structure to be built in this Zoning District, relevant property owners shall dedicate right-of-way to the City for a distance that extends 50 feet from the centerline of Central College Road.

3. Subarea 4 and 6: The streets and alleys contemplated on the preliminary development plan within subareas 4 and 6 shall be publicly dedicated. Right-of-way and easements shall be determined as part of the review and approval of the first final development plan for each subarea.

G. Phasing of Improvements: The phasing of the development of this Zoning District is dependent upon market conditions. Each phase shall include an appropriate share of the proposed streets and circulation system, landscaping and outdoor spaces, screening and other site and architectural amenities of the entire project. The extent of these improvements shall be determined for each phase of a specific project at the time of the project's final development plan approval, and will not necessarily be based solely upon a proportional or equal share of the entire site. Requirements for a phased project may include off-site improvements.

H. Utilities: All new utilities shall be installed underground.

I. Lighting: Lighting shall be provided in accordance with the requirements of the Codified Ordinances except as otherwise provided in this subsection or as otherwise approved as part of a final development plan.

1. Parking Lot Lighting: All parking lot lighting shall utilize cut-off type fixtures and shall be down cast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site. All parking lot lighting shall be of the same light source type and style. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 30 feet in height.

2. Prohibited Lighting. No permanent colored lights or neon lights shall be used on the exterior of any building. The prohibitions in this subsection shall not apply to Subarea 3.

3. Street Lights. Street lighting shall be provided at intersections between public alleys or public streets internal to this Zoning District and Central College Road and New Albany-Condit Road. Street lighting also shall be provided within the Zoning District where public streets intersect or and at other intersections of or with public alleys. Street lighting shall meet the City Standards and Specifications.

J. Service Areas and Dumpsters All loading areas, service areas and dumpsters shall be fully screened from all public streets and from adjacent properties located outside of this Zoning District at ground level with walls, fencing, landscaping, or some combination thereof. Walls shall be of the same materials used on nearby building walls and shall be complemented with landscaping. Exterior storage of materials, supplies, equipment, or products is prohibited.

K. Internal Buffering Exemption. The screening requirements of Codified Ordinances Section 1171.05 shall not apply to interior parcel or subarea boundaries in this Zoning District.

L. Graphics and Signage: Based on the various uses contained within the “hamlet” that is being created by and through this Zoning District, signage needs are unique and require flexibility, not in an effort to deviate from the community standard but instead to properly and adequately identify uses, users, and tenants, and to promote efficient wayfinding. A master sign plan shall be filed as part of the first final development plan for review and approval by the Planning Commission. In the event of a conflict between an approved master sign plan and a relevant provision of the Codified Ordinances, the approved master sign plan shall govern. Where any signage standard is not addressed in an approved master sign plan, the relevant provisions of the Codified Ordinances shall govern. For Subarea 3, it is the intent to encourage unique and creative signage in terms of their design, numbers, and placement, and therefore the master sign plan for Subarea 3 shall be reviewed accordingly.

M. Lighting.

1. Ground-Mounted Lighting. Landscape uplighting from a concealed source shall be permitted, provided that the total number of lumens consisting of uplighting will be limited to 2% of the total number of exterior fixture lumens emitted above 90 degrees or higher from nadir unless captured and shielded by a building or other permanent element.

2. Security Lighting: Security lighting, when used, shall be of a motion-sensor type.

3. Consistent Appearance: Exterior lighting fixtures shall be similar in appearance throughout each subarea. All exterior lighting mounted to a building shall be located on the first floor only.

4. Other Requirements: All other lighting on the site shall be in accordance with the City’s Codified Ordinances.

N. Appeals and Waivers.

1. Appeals.

a. Taking of Appeals. Appeals to the Board of Zoning Appeals concerning interpretation or administration of the text or the underlying zoning ordinance by the Zoning Officer or any other administrative official may be taken by any person aggrieved, including a tenant, or by a governmental officer, department, board, or bureau. Such appeal shall be taken within twenty days after

the date of the decision by filing a notice of appeal specifying the grounds thereof with the officer from whom the appeal is taken and the Board of Zoning Appeals.

b. Imminent Peril. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the Zoning Officer certifies to the Board of Zoning Appeals, after notice of appeal shall have been filed with him, that by reason of facts stated in the application a stay would, in his opinion, cause imminent peril to life or property. In such case, the proceeding shall not be stayed other than by a restraining order which may, on due cause shown, be granted by the Board of Zoning Appeals, after notice to the Zoning Officer or by judicial proceedings.

2. Waivers. Deviations from development standards in this text or in the Codified Ordinances are subject to the waiver process. A waiver to the standards may be approved by the Planning Commission (PC) upon the request of an applicant as part of a final development plan application. In considering a request for a waiver, the PC shall conduct a public meeting in conjunction with the requested application.

a. Application for Waiver. An applicant desiring to have a requirement of this zoning waived must apply to the PC for the waiver through city staff in conjunction with a final development plan application that will be reviewed by the Planning Commission. The applicant must indicate the nature of the waiver sought and provide a statement explaining why the waiver should be granted. Any drawings or other materials needed to support the application, as determined by city staff, shall be submitted with the waiver request.

b. Action by the Planning Commission. Along with its decision to approve, approve with conditions, or disapprove a final development plan application, Within the PC shall either approve, approve with supplementary conditions, or disapprove the request for a waiver. The PC shall only approve a waiver or approve a waiver with supplementary conditions if the PC finds that the waiver, if granted, would:

i. Provide an appropriate design or pattern of development considering the context in which the development is proposed and the purpose of the particular standard. In evaluating the context as it is used in the criteria, the PC may consider the relationship of the proposed development with adjacent structures, the immediate neighborhood setting, or a broader vicinity to determine if the waiver is warranted;

ii. Substantially meet the intent of the standard that the applicant is attempting to seek a waiver from, and fit within the goals of the preamble of this zoning text and the City's Strategic Plan;

iii. Be necessary for reasons of fairness due to unusual site or building specific constraints; and

iv. Not detrimentally affect the public health, safety or general welfare.

Permit # _____
Board _____
Mtg. Date _____



Community Development Planning Application

Project Information	Site Address <u>6945 Central College Road and others</u>			
	Parcel Numbers <u>See accompanying list</u>			
	Acres <u>30.33 ±</u> # of lots created _____			
Choose Application Type	Circle all Details that Apply			
	<input type="checkbox"/> Appeal			
	<input type="checkbox"/> Certificate of Appropriateness			
	<input type="checkbox"/> Conditional Use			
	<input checked="" type="checkbox"/> Development Plan	<u>Preliminary</u>	Final	Comprehensive
	<input type="checkbox"/> Plat	<u>Preliminary</u>	Final	Amendment
	<input type="checkbox"/> Lot Changes	Combination	Split	Adjustment
	<input type="checkbox"/> Minor Commercial Subdivision			
	<input type="checkbox"/> Vacation	Easement		Street
	<input type="checkbox"/> Variance			
	<input type="checkbox"/> Extension Request			
	<input checked="" type="checkbox"/> Zoning	<u>Amendment (rezoning)</u>		Text Modification
	Description of Request: <u>Rezoning and preliminary development plan review of a mixed use "hamlet" development in accordance with the City's updated Strategic Plan.</u>			
Contacts	Property Owner's Name: <u>SNAI LLC and others (see accompanying list)</u>			
	Address: <u>c/o NoNA Master Development LLC, Attn: Yaromir Steiner and Bryan Stone</u>			
	City, State, Zip: <u>4016 Townsfair Way, Suite 201, Columbus, OH 43219</u>			
	Phone number: <u>(216) 831-4710</u> Fax: _____			
	Email: <u>bryan@axiomdev.com</u>			
	Applicant's Name: <u>NoNA Master Development LLC</u>			
	Address: <u>Same as above</u>			
	City, State, Zip: _____			
	Phone number: _____ Fax: _____			
	Email: _____			
Signature	Site visits to the property by City of New Albany representatives are essential to process this application. The Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, employees and appointed and elected officials to visit, photograph and post a notice on the property described in this application. I certify that the information here within and attached to this application is true, correct and complete.			
	Signature of Owner <u>By: Aaron L. Underhill</u> Date: <u>4/20/21</u>			
	Signature of Applicant <u>By: Aaron L. Underhill</u> Date: <u>4/20/21</u>			
	<u>Aaron L. Underhill</u> Attorney for owner(s) and applicant			

NoNA Zoning District
Property Owners and Parcel Numbers

SNAI LLC

Attn: Yaromir Steiner and Bryan Stone
4016 Townsfair Way, Suite 201
Columbus, Ohio 43219
Parcel Numbers: 222-000675, 222-000685, and 222-000686

The New Albany Company

Attn: Thomas Rubey
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
Parcel Numbers: 222-000664, 222-000671, 222-000672, 222-000654, 222-000669, 222-000549,
222-000668, 222-001167, 222-000688, 222-000375, 222-000314, and 222-000673

Ralph W. Fallon, Trustee

7555 Zarley Street
New Albany, Ohio 43054
Parcel Numbers: 222-000676 and 222-000678

Kevin L. Komraus

6495 Central College Road
New Albany, Ohio 43054
Parcel Number: 222-000670

5.365 ACRES

Situated in the State of Ohio, County of Franklin, City of New Albany, in Section 13, Quarter Township 2, Township 2, Range 16, United States Military Lands, being comprised of all of those tracts of land conveyed to The New Albany Company, LLC by deeds of record in Instrument Numbers 200012080249008 and 200106250142592 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of that 1.015 acre tract conveyed to Robert E. Verst Jr. and Roseanne I. Verst as Tract One by deed of record in Instrument Number 201310180176801, in the southerly right of way line of Central College Road;

Thence the following courses and distances:

South 03° 28' 05" West, a distance of 198.03 feet to a point;

South 86° 11' 45" East, a distance of 188.14 feet to a point;

South 03° 33' 26" West, a distance of 508.47 feet to a point;

North 86° 11' 45" West, a distance of 373.35 feet to a point;

North 00° 03' 12" West, a distance of 139.91 feet to a point;

North 03° 28' 05" East, a distance of 179.94 feet to a point;

North 01° 58' 54" East, a distance of 336.97 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of 90° 11' 37", a radius of 50.00 feet, an arc length of 78.71 feet, a chord bearing of North 48° 42' 36" East and chord distance of 70.83 feet to a point; and

South 86° 11' 45" East, a distance of 153.04 feet to the POINT OF BEGINNING, containing 5.365 acres of land, more or less.

25.168 ACRES

Situated in the State of Ohio, County of Franklin, City of New Albany, in Section 13, Quarter Township 2, Township 2, Range 16, United States Military Lands, being comprised of all of that tract of land conveyed to Kevin L. Komraus by deeds of record in Instrument Numbers 200209110224893 and 200209110224894, all of that tract of land conveyed to Ralph W. Fallon, Trustee by deed of record in Instrument Number 201012150170151, all of those tracts of land conveyed to SNAI, LLC by deeds of record in Instrument Numbers 201909170120440, 201909170120483, and 202006100081519, and all of those tracts of land conveyed to The New Albany Company, LLC by deeds of record in Official Records 14952J07 and 21256E01, and Instrument Numbers 200107120159281, 200110250246605, 201603170031803, 199804160090632, 199811122089607, 200007270148835, 199804160090633, 199911100282665, 201604080042971 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of that 0.824 acre tract conveyed to New Albany TB, LLC by deed of record in Instrument Number 201310180176797, in the southerly right of way line of Central College Road;

Thence the following courses and distances:

South 86° 08' 42" East, a distance of 984.78 feet to a point of curvature to the right;

With the arc of said curve, having a central angle of 15° 10' 39", a radius of 50.00 feet, an arc length of 13.24 feet, a chord bearing of South 41° 41' 11" East and chord distance of 13.21 feet to a point;

South 03° 27' 06" West, a distance of 430.75 feet to a point;

North 86° 08' 42" West, a distance of 290.00 feet to a point;

South 03° 27' 06" West, a distance of 150.00 feet to a point;

South 86° 08' 42" East, a distance of 300.00 feet to a point;

South 04° 26' 22" West, a distance of 552.82 feet to a point;

North 86° 29' 28" West, a distance of 241.57 feet to a point;

North 00° 51' 46" East, a distance of 5.40 feet to a point;

North 86° 20' 17" West, a distance of 757.51 feet to a point; and

North 03° 41' 21" East, a distance of 1141.40 feet to the POINT OF BEGINNING, containing 25.168 acres of land, more or less.



NoNA Master Development, LLC
4016 Townsfair Way, Suite 201
Columbus, Ohio 43219

April 20, 2021

The City of New Albany
Community Development Planning
99 West Main Street
New Albany, Ohio 43054

RE: Fulfilling the Vision of Engage New Albany

City Staff & Leadership:

The City of New Albany has spent more than one year working with residents, stakeholders, and industry professionals to adopt the Engage New Albany 2030 Strategic Plan. The Engage New Albany 2030 process defined a specific vision for the City that stays true to the ideals that has made it one of the nation's premier suburban communities while proactively adapting to important regional trends.

Central to that vision is the idea that the City will benefit from a limited number of focused mixed-use development areas designed to serve select neighborhoods located outside the City's Village Center (*See Engage New Albany 2030, p. 75*). These "Hamlets" were originally introduced in the original 1997 Rocky Fork Blacklick Accord and are intended to provide a well-designed, amenity-rich anchor to surrounding neighborhoods and have been proposed in three locations throughout the City.

The North New Albany Zoning District (the "NoNA Zoning District") will be the first proposed Hamlet zoning district introduced as a result of the Strategic Plan's recommendations. The proposed NoNA Zoning District has been specifically tailored to meet the needs and vision of the City of New Albany as defined by its officials, stakeholders, and residents through the Engage New Albany 2030 resident survey. It is situated in the location called out by the Strategic Plan for a Hamlet district to anchor the "Northwest Focus Area", includes world-class design and planning, and houses a wide range of community-focused amenities. Notwithstanding, several inconsistencies between the City's existing zoning policy and Engage New Albany 2030's stated objectives would make the development of any proposed Hamlet project impossible. As a result, the City will need to relax several of these policies in order realize its stated vision.

Density Transfer Policy

The City's unwritten "density transfer" policy is perhaps the best example of this problem. This custom has capped the permitted density of any development at one unit per acre where any of proposed dwelling units have not been age restricted through the use of zoning or a restrictive covenant. A would-be development can attempt to purchase "density credits" from a "density credit bank" if those credits are available. Alternatively, it requires a developer to purchase additional land within the school district and place a restrictive covenant limiting its residential density to 1 unit per gross acre.

Real-world application of the density transfer policy to the NoNA Zoning District demonstrates the problem. There are currently no density credits available for purchase in the City of New Albany. As a result, the developer of any Hamlet project would be required to assemble and purchase the requisite amount of property through an arms-length, market-rate sale, within the NAPLS district in order to offset the proposed number of residential units above the 1 unit per gross acre limit.

The NoNA Zoning District proposal includes 365 residences spread over 30.533 acres of property. In order to comply with the City's density transfer requirement, the development would be required to purchase 335 acres of property within the school district (i.e. 365 proposed residences, minus 30 permitted residences, equals 335 residences; thus requiring a 335 acre offset). This means that strict adherence to the "density transfer standard" would require the purchase of more land than is currently available within the school district. Indeed, it also means that if the required amount of property was to somehow become available for purchase and we were to assume a below market value of \$100,000 per acre, the developer would have to spend an additional \$35,000,000.

Open Space Requirements

A similarly impractical result can be seen in strict adherence to the City's current parkland and open space requirements. The City's Code mandates a dedication of parkland in the amount of 2,400 square feet per dwelling unit and the provision of an additional 20% of the total site area as open space. Alternatively, the City of New Albany provides a "fee-in-lieu" system whereby a developer can pay a fee equal to the average value per acre of the total gross site in order to offset any shortfall in a proposed project's dedicated open space.

The 365 residences being proposed would necessitate 20.11 out of a total of 30.533 acres of the NoNA Zoning District being dedicated as parkland. Because an additional 20% of the zoning district would need to be set aside as open space, as much as 86% of the site (20.11 out of 30.533 acres) would also need to remain undeveloped. Although the fee-in-lieu system is available because that fee would cover such a large percentage of the zoning district, a would-be developer would need to pay for the same property twice (for an approximate total of \$5,600,000 of additional land costs) which would completely destroy the economic viability of any Hamlet project proposed for the site.

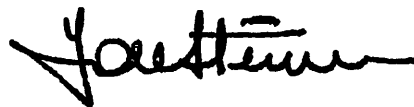
School Impact Analysis

The City's density transfer standard and parkland dedication policies have largely been driven by the goal of protecting the finances and capacity of the New Albany Plain Local School District. However, the Hamlet concept formula and the NoNA Zoning District proposal turns these concerns on their heads.

The School Impact Analysis included in this application demonstrates that the NoNA Zoning District will yield a clear financial benefit for the schools. The development is projected to add approximately 25 new students to the NAPLSD for a total of approximately 59 students overall. These students will be spread over all 13 grades serviced by the NAPLSD. 25 additional students being spread over 13 grades will certainly consume some NAPLSD resources and capacity. However, it is very highly unlikely that any significant additional expenditures would be incurred or that new facilities, equipment, or personnel would be required and the revenue generated by the proposed project will create a windfall for the NAPLSD estimated at almost \$600,000 annually; well in excess of the cost educating these students.

If the City's hopes to remain consistent with the stated vision outlined by the Engage New Albany 2030 Strategic Plan, it will need to maintain principled flexibility in the way in which it views any proposed application. The City will need to give due consideration to the unique challenges brought by its density policy, parkland/open space requirements, and the design and planning criteria that have made it a gold-standard for community planning. The NoNA Zoning District must be reviewed on its own merits and free from policies that work well in traditional suburban communities but do not address the unique nature of this type of development. By recognizing that a Hamlet development requires the narrow application of new principles, the City and the applicant can work together to achieve the best result in accordance with the Strategic Plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Yaromir Steiner', written over a horizontal line.

Yaromir Steiner
Chief Executive Officer
Steiner + Associates



The City of New Albany
Community Development Planning
99 West Main Street
P.O. Box 188
New Albany, Ohio 43054
Phone: 614-939-2254

In association with the Community Development Planning Application, please find an anticipated timeline associated with the development of NoNA District located at 6945 Central College Road.

With the primary master planning element of the development being the preservation and enhancement of the Sugar Run Creek corridor, the creation of the new approximately 8.5 acre park will be the first site improvement that is undertaken. It is our intention to start site work late in Q1 of 2022. Once that public amenity has commenced construction, we will then transition to site grading, utility construction and the site work associated with the construction of the internal road network. It is anticipated that those site improvements could take up to 10 months to complete. Based on market conditions, construction of the vertical development within each of the sub areas will commence no sooner than the later of the approval an FDP for each subarea or four months after the start of underground utility construction.

Thanks.

Justin Leyda
Chief Development Strategist



April 19, 2021

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

Subject: NoNA District – Environmental Compliance

Dear Mr. Mayer,

This letter serves to inform the City of New Albany of environmental conditions associated with the NoNA District project, located south of Central College Road, east and west of New Albany-Condit Road, and north of Walton Parkway, in the City of New Albany, Franklin County, Ohio. The property is approximately 30 acres in size and consists of a number of existing residential estate lots.

The property was recently delineated for Waters of the U.S. by the Environmental Department of EMH&T. The delineation report is currently under review at the U.S. Army Corps of Engineers (USACE). Assuming the USACE agrees with the delineation and issues an Approved Jurisdictional Determination (AJD), the property will contain perennial Sugar Run, a small wetland on the south side of Sugar Run on the parcel east of New Albany-Condit Road, and a nonjurisdictional pond.

The development concept does not appear to encroach upon any of the jurisdictional features. As a result, environmental permits will not be required from the USACE or Ohio EPA.

If you have any questions regarding this information or require additional documentation, please do not hesitate to contact me at (614) 775-4515.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Robert F. Milligan
Director of Environmental Services
Principal

Cc: Brian Quackenbush, EMH&T



Engineers, Surveyors, Planners, Scientists

April 19, 2021

Mr. Justin Leyda
SNAI, LLC
4016 Townsfair Way
Suite 201
Columbus, Ohio 43219

Subject: NoNA District
Utility and Stormwater Feasibility

Dear Justin,

As requested, I have prepared this letter to summarize utility availability and feasibility for the NoNA District development that is being proposed on a 30.6 acre site located at the intersection of Central College Road and New Albany-Condit Road in New Albany, Ohio. A 5.4 acre portion of the site is located at the southeast corner and the remaining 25.2 acres is located at the southwest corner of this intersection. The development will include commercial space, single-family and multi-family residential, and senior housing. The existing utilities are more than adequate to service the development, and a detailed summary of connection points and requirements are as follows:

Sanitary Sewer

There is an existing public 24-inch sanitary sewer constructed with RP-10226 that runs from West to East through the site and generally parallels Sugar Run. The sewer has a depth of approximately 20-25 feet and lies within a twenty foot (20') easement. The sewer is located north of Sugar Run west of New Albany-Condit-Road and south of Sugar Run east of New Albany-Condit Road. A 12-inch sewer constructed with CC-11734 is also located along the west property line that will service the area south of Sugar, and an 8-inch sewer constructed with CC-14436 is stubbed to the area north of Sugar Run on the east side of New Albany-Condit Road. In order to service the site, a new public main will be extended and a CC-Sanitary Sewer plan will be submitted to the City of New Albany and the City of Columbus for review and approval. The plan will also require approval by the Ohio EPA for a Permit to Install (PTI) prior to construction. Services will be extended from the main to service the various buildings and residential units.

Water Service

An existing 16-inch public water main running along the south side of Central College Road, and an existing 12-inch public water main running under the east side of New Albany-Condit Road will provide domestic water service to the site. There are fire hydrants on these lines that will provide some fire protection for the proposed buildings, but private fire hydrants will likely be required to provide coverage necessary to meet Plain Township Fire Department regulations. If public streets are proposed with this project, a new 8-inch public main will be extended within the right-of-way to service the site and connect to Central College and New Albany-Condit Road. A new pressure test will be performed in the area to confirm the pressure and flow as needed to determine design

constraints for the proposed services. A separate water meter and corresponding water service plan will be required for each individual tax parcel to be served. The water service plans will be reviewed and approved by the City of New Albany and the City of Columbus Division of Water, who will also approve any new public mains along with the Ohio EPA. In order to tap into the public mains, the owner will pay water and sanitary capacity fees to both New Albany and Columbus. Credits towards the capacity fees will be provided for any previously paid capacity fees for water services to the existing houses.

Stormwater

The highest points of the site vary from 1020 at the west property line to 1028 at the east property line, and the entire site drains to Sugar Run, which has a normal water elevation flow line that varies from 1008 at the west property line to 1020 at the bridge under New Albany-Condit Road. A stormwater management system will be required that provides an adequate storage volume necessary to meet peak flow limitations set forth by the City of New Albany, and post construction water quality requirements within the Ohio EPA General Construction Permit. The volume will be provided by a variety of Best Management Practices such as a wet basin, permeable pavement, bio-retention or underground detention. All above grade storage basins will be required to meet City of New Albany requirements for aesthetics for items such as landscaping and a maximum 6:1 side slope.

Stream Corridor Protection Zone and Floodplain

Sugar Run runs through from west to east through the property and is located with a FEMA Zone AE Floodplain and Floodway. The floodplain elevation varies from 1010 at the west property line to 1025 just east of New Albany Condit Road. Any development within the floodplain will require compliance with City of New Albany Chapter 1155 for Flood Damage Reduction and a Floodplain Development permit will be required. Site planning will also need to accommodate a Stream Corridor Protection Zone (SCPZ). The width of the SCPZ is based on the drainage area, and a formula provided by the City of Columbus Stormwater Drainage Manual, and was determined to be 190 feet in total width.

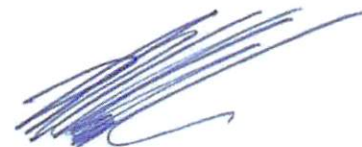
Electric and Telecommunications

All new electric and telecommunications utilities will be fed underground from existing overhead lines on either Central College Road or New Albany-Condit Road. Any existing overhead lines within the site will be removed, but the overhead lines along the existing public roads will remain.

If you need any additional information, please contact me at 614-775-4390.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Brian Quackenbush, PE
Principal | Senior Project Manager



NoNA

NORTH NEW ALBANY



The Site



Our Approach



THE CONTEXT

- Consistent with Insight2050
- Consistent with Engage New Albany

OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



A New Neighborhood Center



THE CONTEXT

- Consistent with Insight2050
- Consistent with Engage New Albany

OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



Foundational Documents



ENGAGE
NEW ALBANY

INSIGHT 2050:

Foundational Documents



NoNA



INSIGHT 2050:

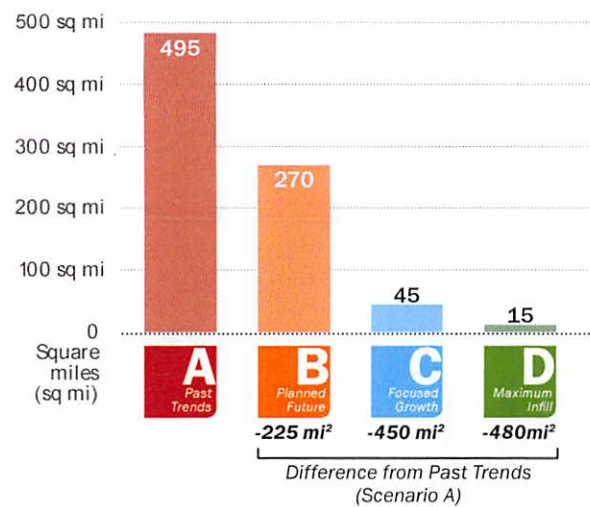
Scenario Analysis



HOW DOES CENTRAL OHIO PLAN FOR:

- 1M New Residents
- 300,000 New Jobs

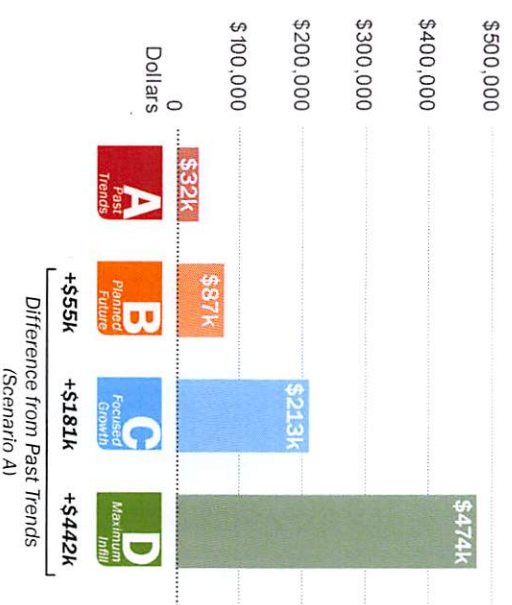
CUMULATIVE NEW LAND CONSUMPTION



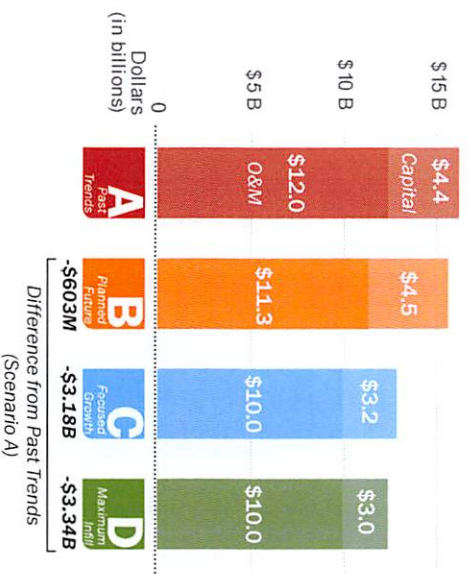
Economic Impact

SCENARIO ANALYSIS RESULTS:

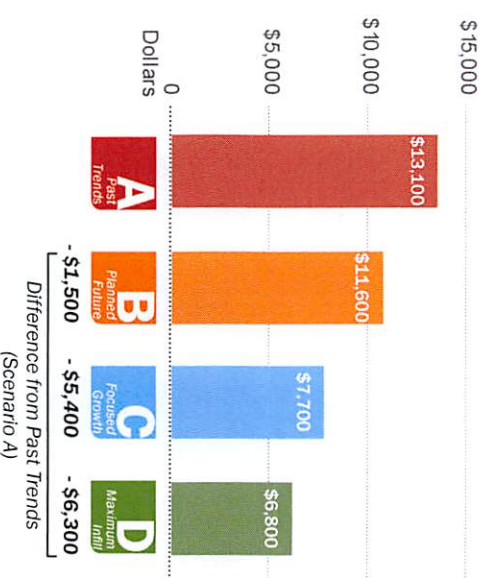
TAX REVENUE PER ACRE



INFRASTRUCTURE COSTS



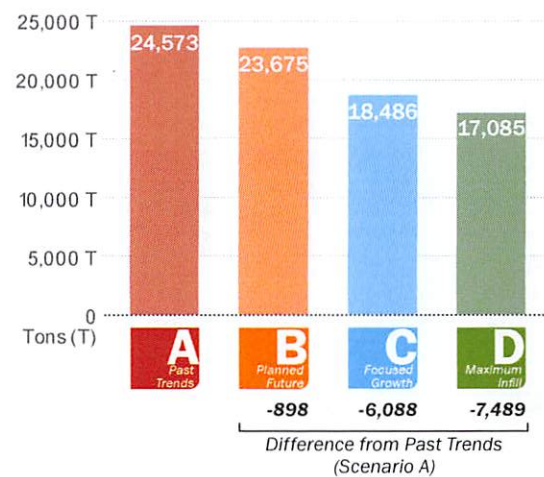
ANNUAL HOUSEHOLD COSTS



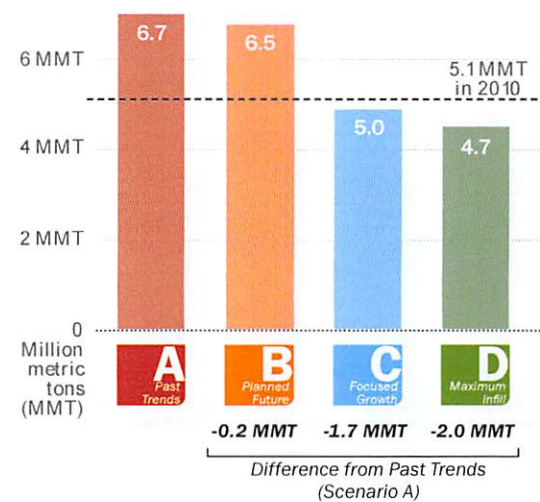
Environmental Impact

SCENARIO ANALYSIS RESULTS:

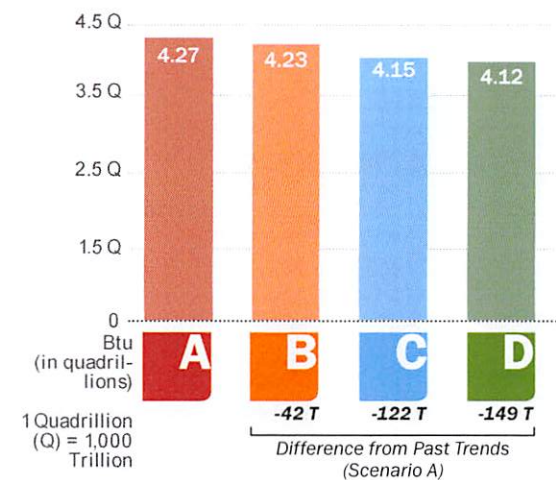
AUTO EMISSIONS



ANNUAL CO2 EMISSIONS



ANNUAL ENERGY CONSUMPTION



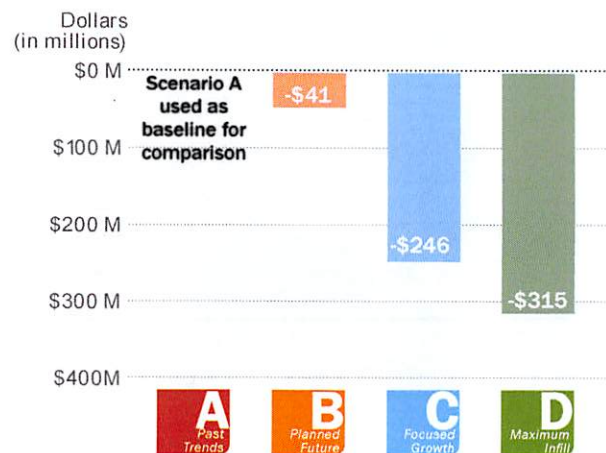
INSIGHT 2050:

Quality of Life Impact

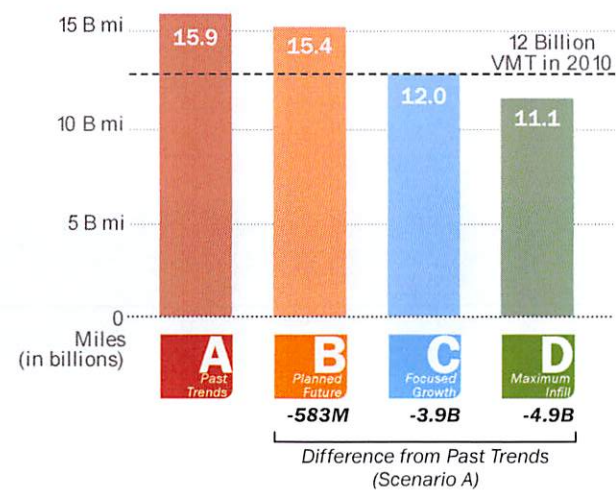


SCENARIO ANALYSIS RESULTS:

ANNUAL HEALTH COSTS



COMMUTE MILES



INSIGHT 2050:

Benefits of Focused Growth



ECONOMIC IMPACT

- Increased Tax Revenue
- Decreased Infrastructure Costs
- Decreased Household Costs



ENVIRONMENTAL IMPACT

- Reduced Land Consumption
- Improved Air Quality
- Reduced Energy Consumption



QUALITY OF LIFE IMPACT

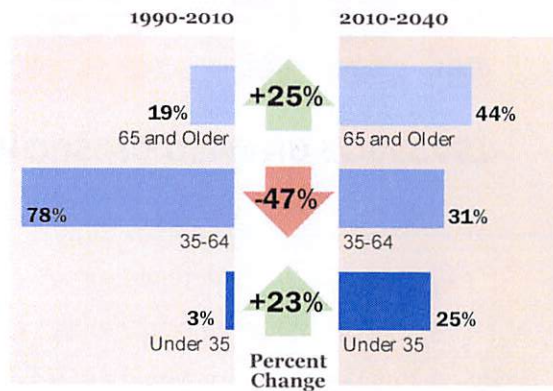
- Decreased Health Costs
- Decreased Commute Times



Housing Impact of Demographic Trends

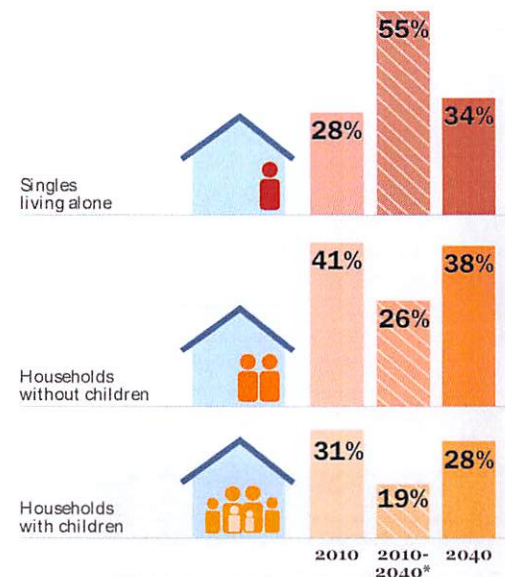
CHANGE OF HOUSEHOLDER AGES

Columbus MSA Current and Future Household Growth Share by Householder Age



Source: Arthur C. Nelson, COLUMBUS, OHIO Metropolitan Area trends, Preferences, and opportunities: 2010 to 2030 and to 2040 (NRDC)

CHANGE IN THE TYPE OF HOUSEHOLDS



*Refer to households added from 2010-2040, excluding households that existed prior to 2010.

CHANGE IN THE HOUSING TYPE MIX

Housing Unit Mix

	2010	New Growth	Resulting Housing Mix
Multifamily	25%	37%	28%
Single Family Attached	8%	16%	11%
Smaller Lot (<7,200 sq ft)	24%	46%	30%
Larger Lot (>7,200 sq ft)	37%	<1%	27%
Rural Lot	6%	<1%	4%

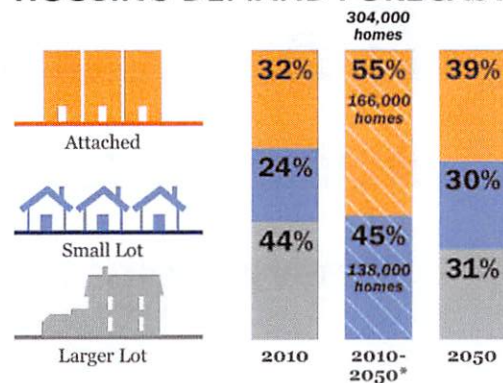
Future Residential Demand

CONSEQUENCES ON URBAN PLANNING

RESULTS:

- Less Large-Lot Single Family
- More Small-Lot Detached Single Family
- More Attached Single Family
- More Multifamily

HOUSING DEMAND FORECAST



ALIGNMENT: ENGAGE NEW ALBANY 2030 RECOMMENDS

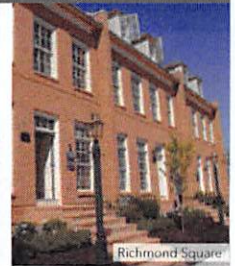
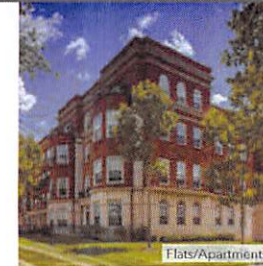


LAND USE - RESIDENTIAL

ENGAGE
NEW ALBANY

• We recommend:

- » Additional cluster neighborhoods like Ashton, Keswick, Ealy Crossing
- » High quality stacked flats and townhomes in targeted areas of the community with proximate, walkable amenities - like the Village Center and other neighborhood-scale retail centers



Engage New Albany 2030



+

MKSK

+

**1,200
RESIDENTS**

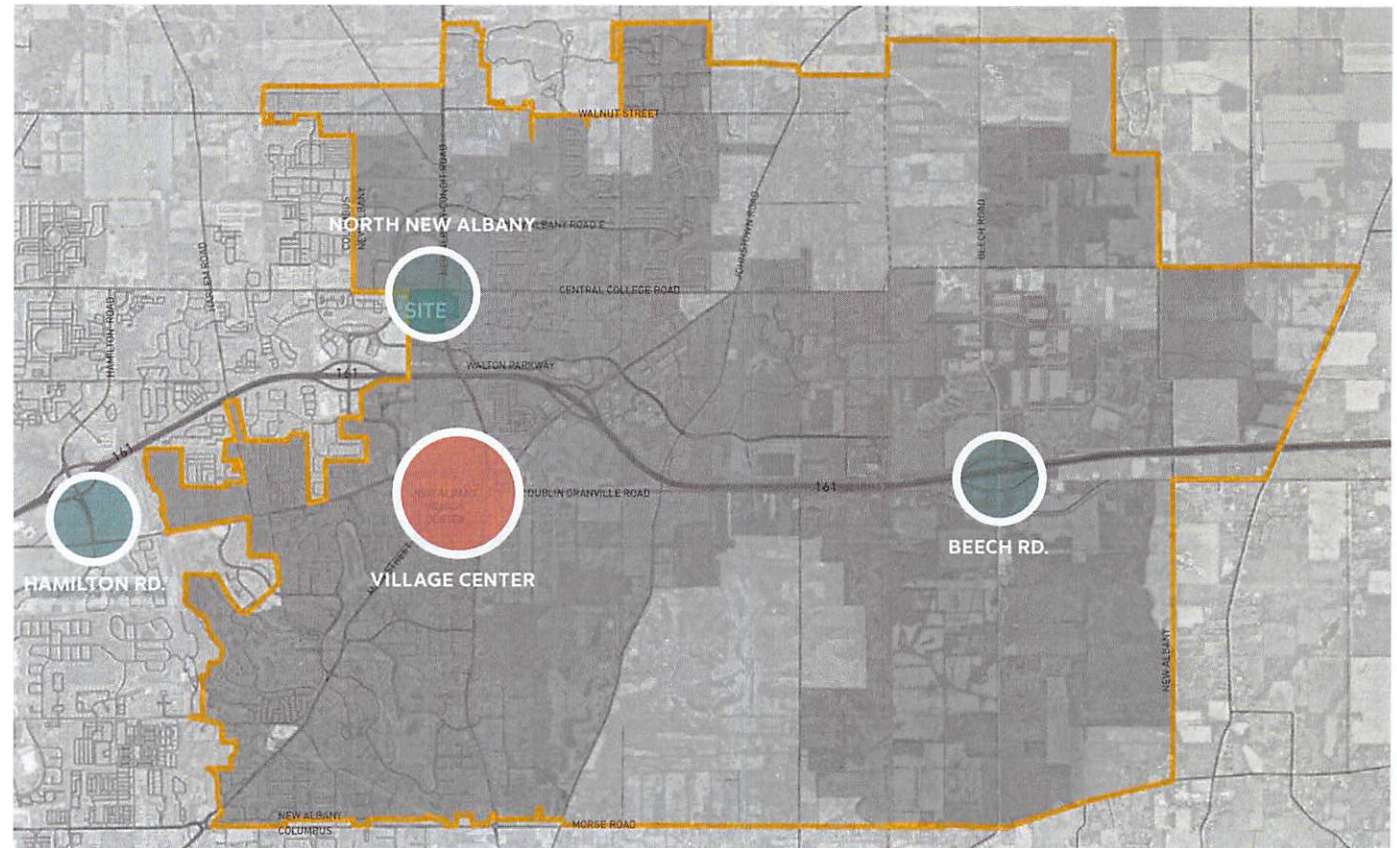


**ENGAGE
NEW ALBANY**



Planning for Multiple Neighborhoods

- One Community;
Multiple Neighborhoods
- Embracing the Differences
of Our Neighborhoods
- A Neighborhood Center
for North New Albany
- A Focused Development Area
("Hamlet") within New Albany



Diversity in Housing Types



LAND USE - RESIDENTIAL

ENGAGE
NEW ALBANY

- We recommend:
 - » Additional cluster neighborhoods like Ashton, Keswick, Ealy Crossing
 - » High quality stacked flats and townhomes in targeted areas of the community with proximate, walkable amenities - like the Village Center and other neighborhood-scale retail centers



ENGAGE NEW ALBANY 2030:

A Lifespan Community



A TRUE NEIGHBORHOOD IS A LIFESPAN COMMUNITY

“Provides residents the opportunity to move at least twice throughout their lifetimes”

A NEIGHBORHOOD:

- Includes Varied Housing Types
- Is Connected, Accessible, Walkable
- Has a Housing Supply that is Responsive to Demographic Trends
- Is Anchored by Public Gathering Spaces



ALIGNMENT WITH ENGAGE NEW ALBANY 2030:

“You Spoke”

ENGAGE NEW ALBANY 2030 SURVEY

To Strive to be a **“Lifespan Community”**
(86% of Respondents)

New Retail Areas Within the City but Outside the Village Center Designed to Serve Adjoining Neighborhoods and Employment Centers (69% of Respondents)

Additional **Dining and Retail Options**
(48% of Respondents)

Additional **Parks, Recreation, and Open Space**
(32% of Respondents)

Additional Special Events **Programming** (58%)
Arts and Cultural Programming (47%) and
Family-oriented Programming (44%)



Our Response



NO^{NA}

NORTH NEW ALBANY

NO_{NA} DISTRICT:

Our Vision



THE CONTEXT

- Consistent with Insight 2050
- Consistent with Engage New Albany

OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

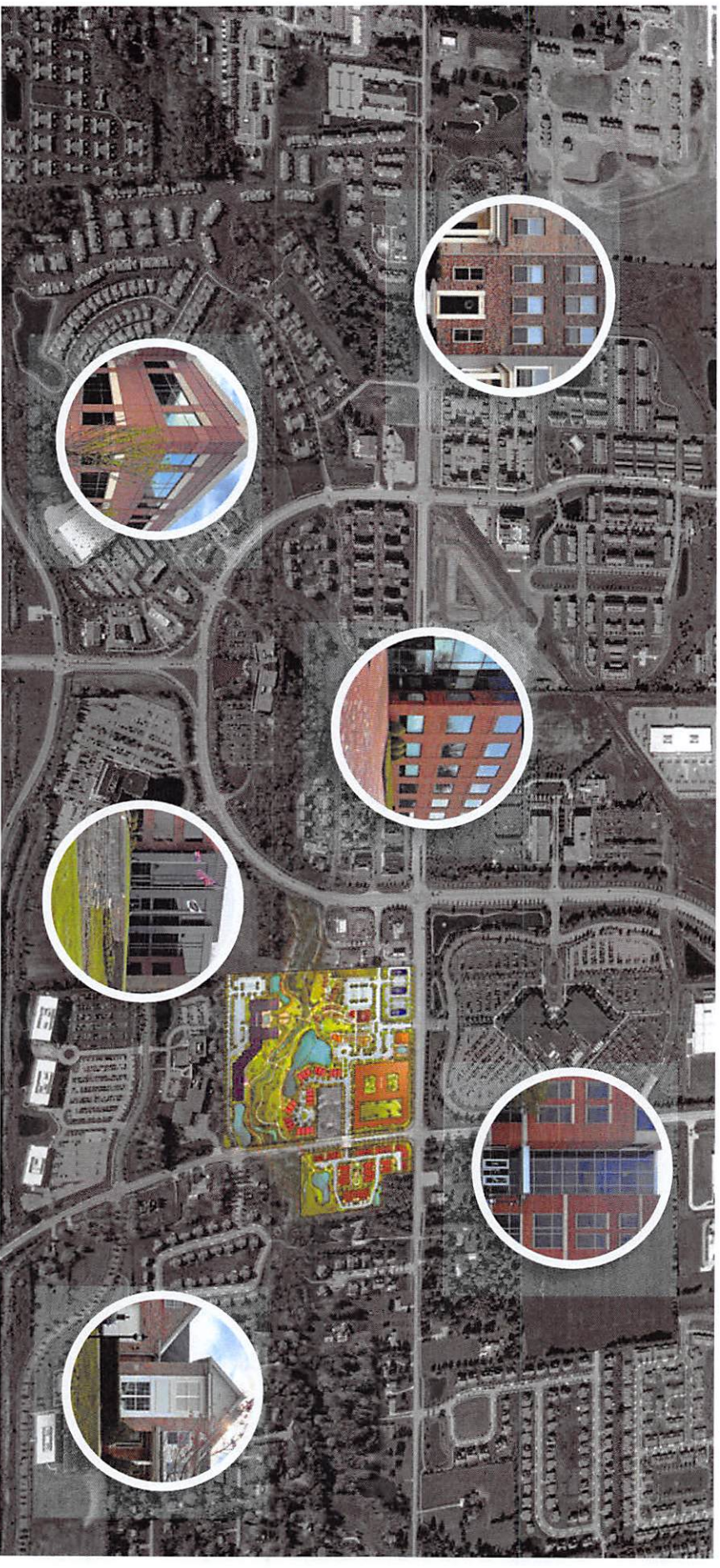
THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



NOVA DISTRICT:

Neighborhood Context



NoNA DISTRICT: Use Plan



RESIDENTIAL

- Millennial/Active Adult Apts
- Senior Living Community
- Single Family Homes
- Townhomes/Duplexes
- Affordable Apartments (5%)
- Whimsical Residences

COMMERCIAL

- Office/Coworking
- Restaurants and Bar
- The Trailhead Park
 - Artisanal Eateries
 - Food Truck Haus
 - Community Stage

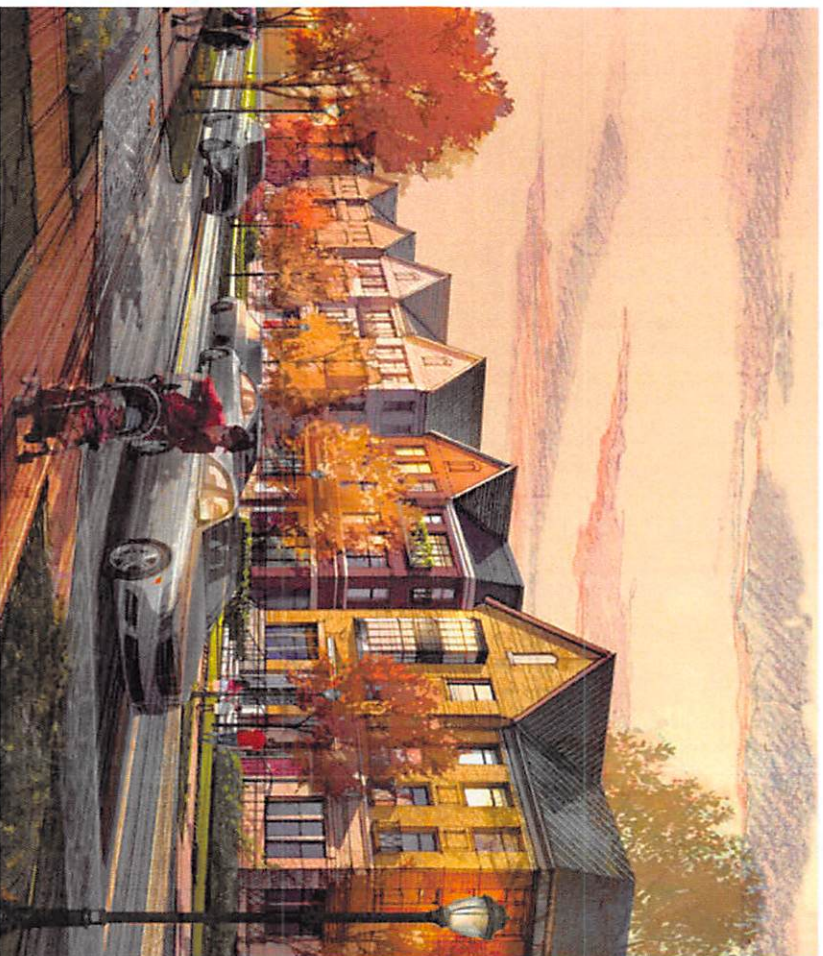
PARKS AND RECREATION

- Sugar Run Park
- Walking Paths/Trails
- Childrens' Play Area
- Meditation Path
- English Garden



NOVA DISTRICT:

Lifespan Residential Offerings



NOVA DISTRICT:

Mixed Use District



NOVA DISTRICT:

Trailhead Park



NOVA DISTRICT:

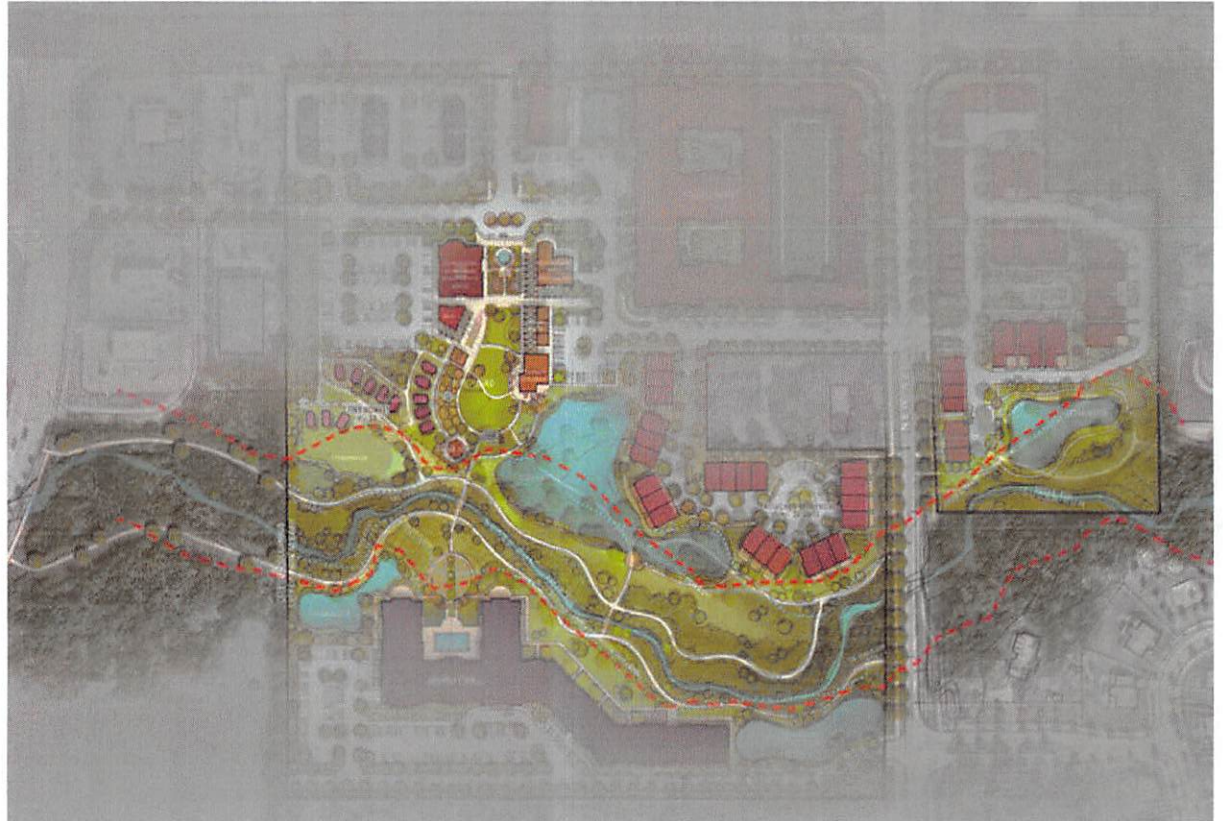
Outdoor Amenities



Environmental Initiatives

GREEN INITIATIVES WILL INCLUDE:

- Sugar Run Streambank Repair
- Native Species Restoration
- Alternative Wetland Remediation Techniques
- Pollinator-Friendly Plantings
- Alternative Stormwater Retention



“You Spoke, We Listened”

ENGAGE NEW ALBANY 2030 SURVEY

To Strive to be a **“Lifespan Community”**
(86% of Respondents)

New Retail Areas Within the City but Outside the Village Center Designed to Serve Adjoining Neighborhoods and Employment Centers (69% of Respondents)

Additional **Dining and Retail Options**
(48% of Respondents)

Additional **Parks, Recreation, and Open Space**
(32% of Respondents)

Additional Special Events **Programming** (58%)
Arts and Cultural Programming (47%) and
Family-oriented Programming (44%)



PROPOSED NONA DISTRICT

NoNA District Will Be A Self-Contained
“Lifespan Neighborhood”

NoNA District Will Provide North New Albany with
Retail Options Outside the Village Center Designed to Serve the North New Albany Area

The “Trailhead” **Provides New Dining and Retail Options**

Sugar Run Park Provides **Parks, Recreation and Open Space** (of the Same Scope/Scale as Rose Run Park)

North New Albany will provide:

- Special Events **Programming**
- Arts and Cultural Programming
- Family-Oriented Programming
- Wellness, Environmental Education and Continuing Education Programming

Impacts and Mitigation



NoNA

NORTH NEW ALBANY

IMPACTS AND MITIGATION:

Impact on New Albany



THE CONTEXT

- Consistent with Insight2050
- Consistent with Engage New Albany

OUR VISION

- Mixed-Use Neighborhood Center
- Sustainable Planning
- Timeless Design
- Creation of a Public Realm

THE IMPACT

- Economic
- Schools
- Traffic
- Enhanced Streets and Connections



IMPACTS AND MITIGATION:

Economic Impact

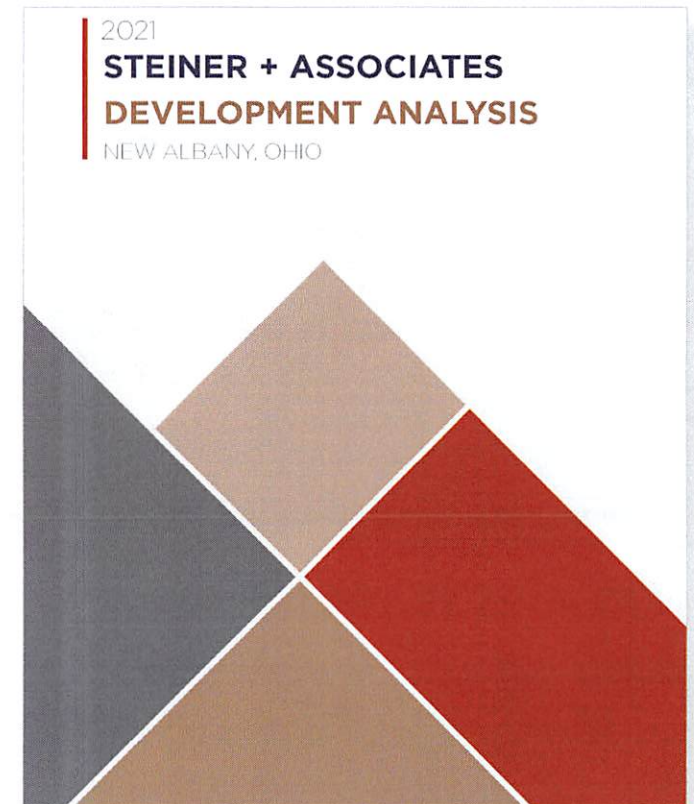
UTILIZED INSIGHT 2050
METHODOLOGY ON
OUR PROPERTY

COMPARES:

- Existing Conditions
- Base Zoning
 - What would be allowed under current zoning
- Development Scenario
 - The development project, as proposed



ARCHITECTS. ENGINEERS. PLANNERS.



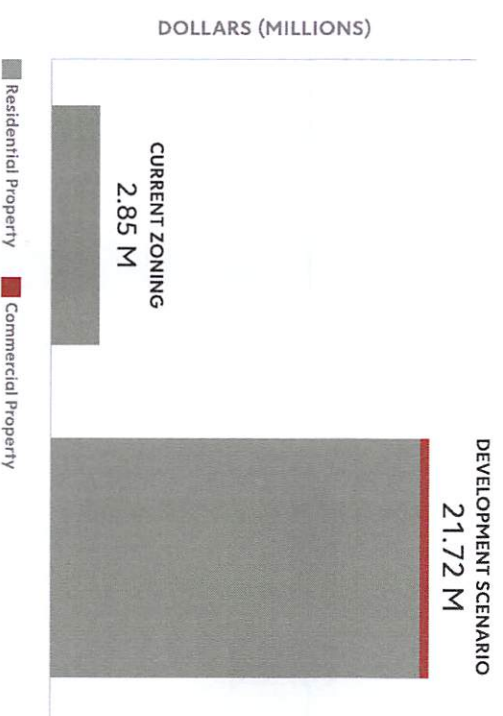
IMPACTS AND MITIGATION:



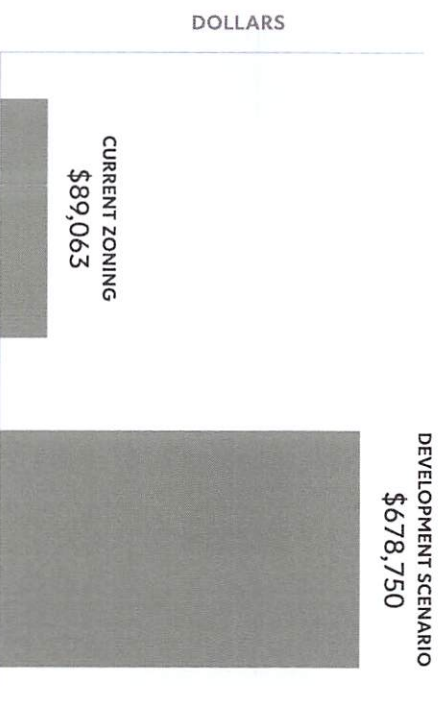
Economic Impact – Tax Revenue Analysis

Approximately \$14.63M Cumulative Tax Revenue Surplus

CUMULATIVE TAX REVENUE FROM NEW DEVELOPMENT

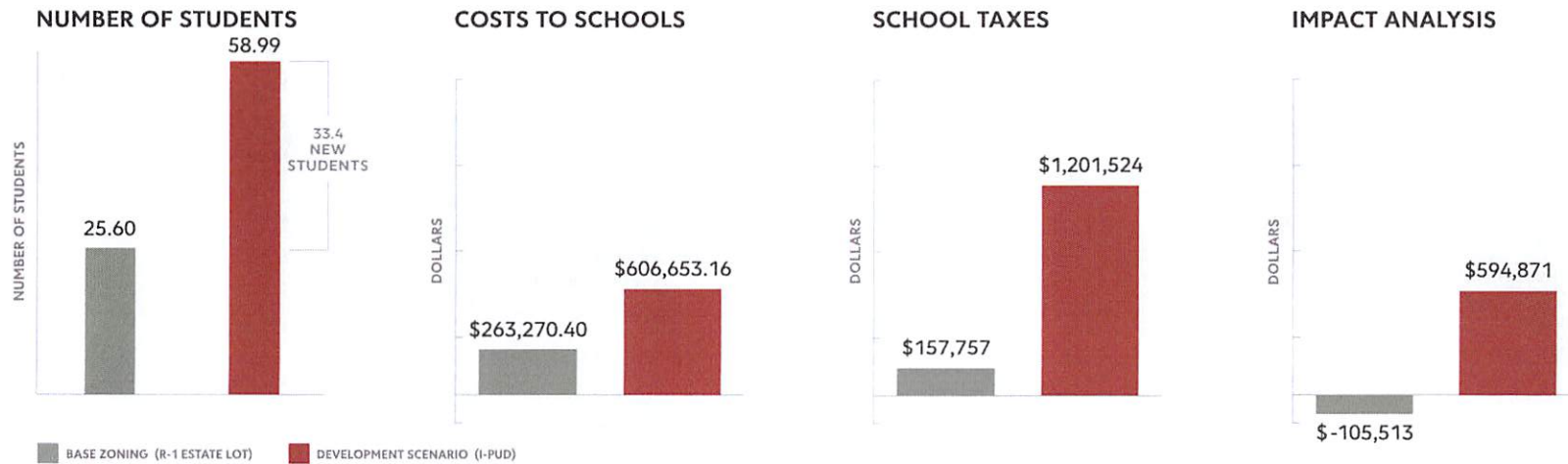


TAX REVENUE PER ACRE



IMPACTS AND MITIGATION:

School District Impact



COST ANALYSIS

BASE ZONING (R-1 ESTATE LOT)

NAPLSD	NUMBER OF RESIDENTIAL UNITS - CURRENT ZONING	LOAD FACTOR	NUMBER OF STUDENTS
\$10,284	32	0.8	25.60

DEVELOPMENT SCENARIO (I-PUD)

HOUSING TYPE	NUMBER OF RESIDENTIAL UNITS - DEVELOPMENT SCENARIO	LOAD FACTOR	NUMBER OF STUDENTS
Single Family Homes	12	0.8	9.60
Townhomes For-Sale	25	0.8	20.00
Townhomes For Rent	23	0.5	11.50
Millennial/Active Adult Apartments	266	0.04	10.64
Affordable Apartments	14	0.05	7.00
Whimsical Residential	25	0.01	0.25

IMPACTS AND MITIGATION:

Traffic Impact

- Will not conflict with Engage New Albany 2030's Thoroughfare Plan

- Impact on Levels of Service will be negligible

LEVELS OF SERVICE (LOS)

- A** New Albany-Condit Road and Central College Road
 - AM Peak – LOS C / PM Peak – LOS D
- B** New Albany Road E and Central College Road
 - AM Peak – LOS C / PM Peak – LOS C

NEEDED IMPROVEMENTS

- 1** New Albany - Condit Road and Senior Living Access
 - Northbound Left Turn Lane
- 2** New Albany-Condit Road and North Access
 - Northbound Left Turn Lane
- 3** Central College Road and Site Access/Discover Complex Access
 - 125' Westbound Left Turn Lane (striped into existing pavement) Warranted
 - No improvements are required for any public road intersection



IMPACTS AND MITIGATION:

Impact on Street Design



INTEGRATE WITH AND IMPROVE THE SURROUNDING AREA

- Continuation of Existing Fabric
- Community Gateway
- Unified Pedestrian Experience
- Responsive to Engage New Albany Northwest Focus Area Development Scenario



IMPACTS AND MITIGATION:

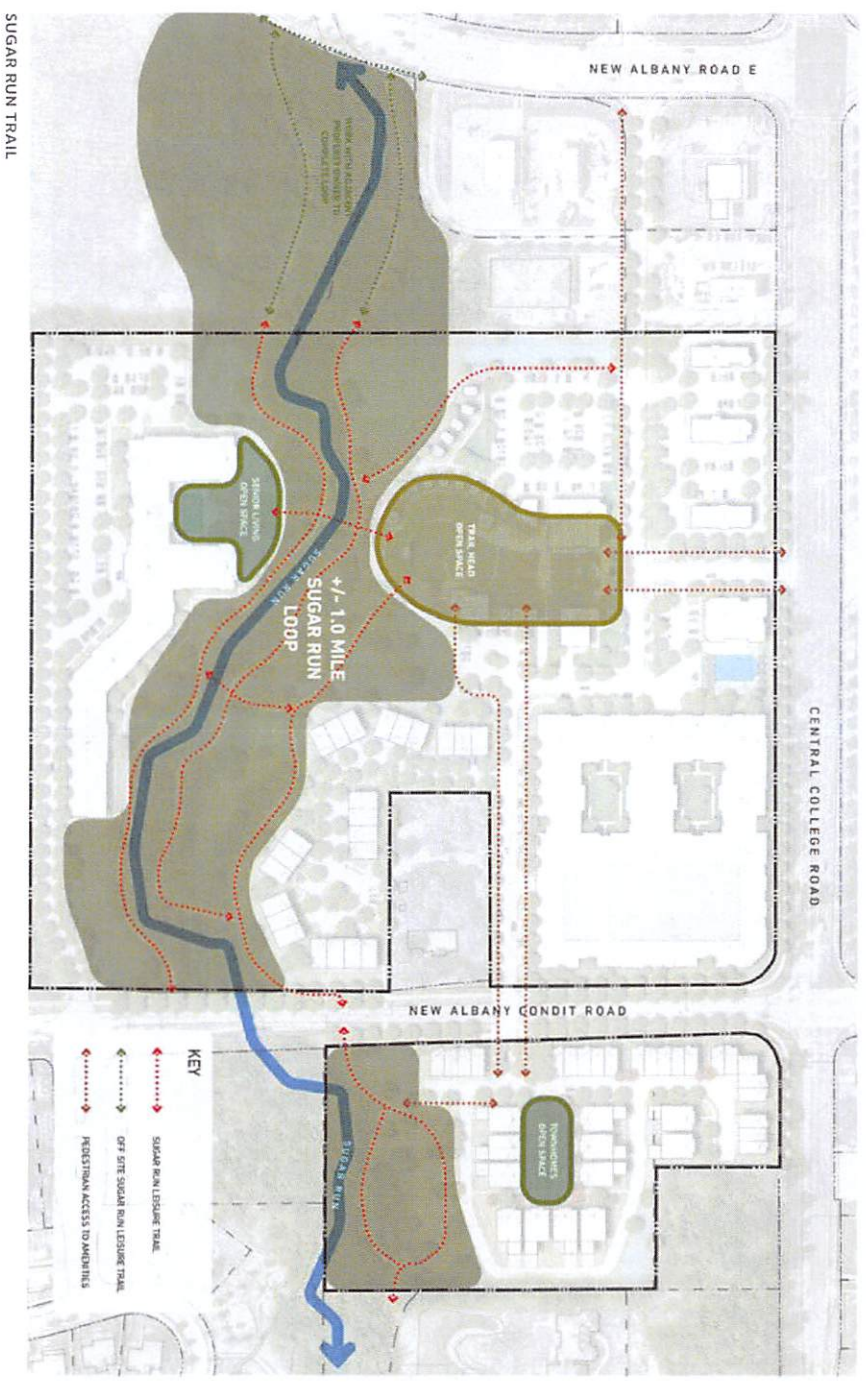
Internal Connectivity



OPPORTUNITY FOR GREATER CONNECTIVITY

- Vehicular Connections
- Trails
- Walkability
- Greenspace Connectivity

Subject to owner approval



IMPACTS AND MITIGATION:

City-wide Connectivity



OPPORTUNITY FOR GREATER CONNECTIVITY

- Vehicular Connections
- Trails
- Walkability
- Greenspace Connectivity



SUGAR RUN TRAIL

Subject to owner approval

Once completed, the NoNA District will...



URBAN PLANNING

- Be Consistent with Regional Planning
- Be Consistent with Engage New Albany 2030
- Be the Center of Gravity for Neighborhood
- Be Consistent with Residential Demand
- Maintain and Expand Existing Community Fabric

ECONOMIC DEVELOPMENT

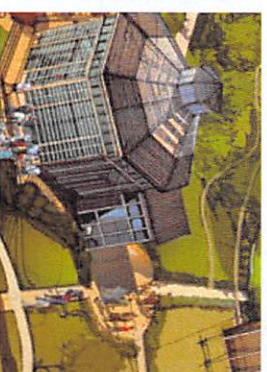
- Have a Positive Economic Impact on the City
- Have a Positive Economic Impact on the Schools

SUSTAINABILITY

- Provide New Parks and Greenspace
- Be Environmentally Friendly

QUALITY OF LIFE

- Be a Lifespan Neighborhood
- Provide New Retail and Entertainment Options
- Not Materially Effect Traffic





NONA

NORTH NEW ALBANY





ORDINANCE O-35-2021

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AMENDMENT TO AN ENCROACHMENT EASEMENT PREVIOUSLY GRANTED BY THE VILLAGE OF NEW ALBANY FOR PROPERTIES LOCATED AT 3 AND 7 – 9 NORTH HIGH STREET AS REQUESTED BY RKM, LLC

WHEREAS, the City of New Albany, formerly known as the Village of New Albany (“Grantor”), and RKM, LLC (“Grantee”), entered into a certain Encroachment Easement dated May 9, 2007 and recorded on June 8, 2007 in as Document No. 200706080100273, of the official records of Franklin County, Ohio (the “Encroachment Easement”), with respect to certain real property located in Franklin County, Ohio, as such property is more particularly described on attached Exhibit A; and

WHEREAS, the Encroachment Easement permits the Grantee to maintain, repair, or replace the real property and/or improvements that encroach into the public right-of-way; and

WHEREAS, the Grantee requests an amendment to the original encroachment easement to facilitate a change of use on the site without triggering a termination clause in the original easement for such action and to eliminate a provision that allows the city to revoke the easement for any purpose; and

WHEREAS, the Grantor supports the request for a change in use and determines the use to be compatible with other uses in the Village Center and consistent with the adopted city plans.

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

Section 1: The city manager is authorized to enter into the “First Amendment to Encroachment Easement” attached hereto as Exhibit B, as relates to an encroachment easement granted by the then Village of New Albany on May 9, 2007, for properties located at 3 and 7-9 North High Street, attached hereto as Exhibit A, in order to facilitate a change of use on the site.

Section 2: The city manager is further authorized may make minor revisions to the aforementioned Exhibit B which are not adverse to the city in order to facilitate the change of use.

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

Section 4: Pursuant to Article VI, Section 6.07(B) of the City of New Albany Charter, this ordinance shall take effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 09/10/2021
Introduced: 09/21/2021
Revised: 09/16/2021 – exhibit B
Adopted:
Effective:

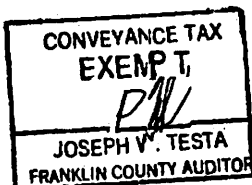


Exhibit A - O-35-2021

200706080100273
Pgs: 6 \$60.00 T200706037781
06/08/2007 10:52AM MLEP FERRIS A
Robert G. Montgomery
Franklin County Recorder

ENCROACHMENT EASEMENT

TRANSFERRED
NOT NECESSARY

JUN 08 2007
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS that this Encroachment Easement (this "Agreement") is made as of this 9 day of May, 2007, by and between The Village of New Albany ("Grantor") and any future owner or owners of the right-of-way easement for the parcel described herein ("Right of Way"), and, RKM, LLC. ("Grantee") and any future owner or owners of the parcel defined below ("Real Property"). The Grantor for One Dollar (\$1.00) and other good and valuable consideration paid, the receipt of which is hereby acknowledged by Grantee, does hereby grant, so long as it is used for the purposes stated herein and subject to the conditions, restrictions, and limitations contained herein, an appurtenant, nonexclusive encroachment Easement for the real property which is described more fully in Exhibit "A" (Encroachment Easement Parcel 6-EN).

Prior Instrument Reference: Plat Book 1 Page 364
Parcel Number: 222-46

1. Grantor hereby grants a non-exclusive encroachment Easement for the sole purpose of allowing Grantee to maintain, repair, and replace the Real Property and/or Improvements and to allow the encroachment of same into Grantor's Right of Way within said Easement, and the Grantee, for itself and its successors and assigns, shall be deemed to have agreed to and accepted all such conditions, restrictions and limitations upon Grantee's use of the Easement and/or recordation of this instrument. Grantee agrees that they shall not grant any other Easements or rights in the Easement Area to any third party. Grantee may maintain and repair said Real Property and Improvements but shall not expand or enhance said Real Property or Improvements.

2. Grantee shall save, defend and hold Grantor harmless against any and all claims for damages, costs and expenses, and for injury to persons or property that may arise directly or indirectly out of the use and maintenance of the Easement Area by Grantee and its agents, employees, guests and invitees, or from any act or omission of Grantee or of any agent, employee, guest and invitee of Grantee with respect to its obligations hereunder as to the Easement Area. Grantee hereby acknowledges and agrees that Grantor may possess and use the Right of Way, including the Easement Area, and Grantee hereby expressly and knowingly waives and relinquishes any right it has or may have in law or in equity to prevent such usage or to receive any benefits or considerations therefor.

3. Grantor expressly reserves unto itself a reversionary interest in the herein described Easement. Upon the abandonment, disuse, or change of use of Easement rights granted herein, or the removal of the Real Property and Improvements, razing of the abutting structure or substantial destruction of the abutting structure without substantially similar replacement thereof within one (1) year of the date of any such action, this appurtenant Encroachment Easement shall cease and terminate and the Grantor may file an "Affidavit Relating to Title to Real Property" for the purpose of memorializing and giving public notice of such termination of said Easement.

4. Notwithstanding any other provision of this instrument, subsequent to the granting of this Easement, should the Village of New Albany Council determine that the herein described Easement Area is necessary for any public purpose inconsistent with or antagonistic to the purpose for which this grant is made, then the Grantor shall have the right and hereby

(100897.501 1)

reserves the absolute right to terminate this Easement upon sixty (60) days notice to the Grantee. In the event of termination or reversion, the Grantee shall remove all Grantee Real Property and Improvements in the Easement Area from the Easement area and shall execute and deliver a recordable instrument of conveyance returning the herein described Easement rights to the Grantor and releasing any and all rights that may have been conveyed hereby.

5. As soon as practicable after all entries made pursuant to the rights granted herein, Grantee shall cause the property of the Grantor located within the Easement herein described, or any property affected by such entry, to be restored to its former condition as nearly as is reasonably possible, or shall pay Grantor, at Grantor's option, for all damages to Grantor's Right of Way, which damage was occasioned by or resulted from the Grantee's maintenance, repair, or removal of the Real Property or any Improvements, or use of occupation of the Easement.

6. This Agreement is subject to the laws of the State of Ohio. The rights granted herein are nonexclusive and shall not be construed to interfere with or restrict the Grantor's paramount right to use the herein described Right of Way for all public purposes. Further, Grantor retains the paramount right to construct and maintain improvements over, under, and across the described Right of Way. The conditions hereof imposed on the granted encroachment Easement shall constitute covenants running with the above described parcels, providing the benefits and burdens described herein to the owners thereof, and their respective successors and assigns. This Agreement may be executed in counterparts. No waiver, amendment or modification of this Easement shall be valid unless in writing and duly executed by the party charged therewith.

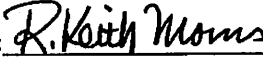
IN WITNESS WHEREOF, the parties executed this Agreement the day and year first written.

The Village of New Albany, Ohio

Its: Village Administrator

By: 

RKM, LLC

Its: 

By: R. KEITH MORRIS

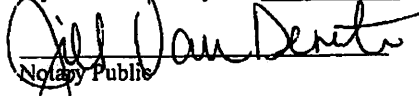
STATE OF OHIO.

COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 9 day of May, 2007, the foregoing instrument was acknowledged before me by Joseph Stenard, for the Village of New Albany, Ohio ("Grantor").

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:


Notary Public
(H0497301)

JILL VAN DEVENTER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 06-10-11

STATE OF OHIO.
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, that on this 9 day of May,
2007, the foregoing instrument was acknowledged before me by
R. Keith Morris, for RKM, LLC ("Grantee").

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: JILL VAN DEVENTER
Jill Van Deventer NOTARY PUBLIC, STATE OF OHIO
Notary Public MY COMMISSION EXPIRES 06-10-11

**ENCROACHMENT EASEMENT
PARCEL 6-EN
0.002 ACRES (91.92 S.F.)**

Situated in the State of Ohio, County of Franklin, Village of New Albany, Township of Plain, being located in Township 2, Section 4, Range 16 of the United States Military Lands, and being part of the Main Street right-of-way as conveyed in Plat Book 1 Page 364, all references refer to Recorder's Office, Franklin County, Ohio.

Commencing at found Franklin County Monument No. 9917B, said point being the intersection of High Street and Dublin-Granville Road, thence North 03° 00' 29" East, along the center line of High Street, a distance of 454.38 feet to a point, said point being the intersection of High Street and Main Street;

Thence North 86° 57' 20" West along the center line of Main Street a distance of 30.03 feet to a point;

thence North 03° 02' 40" East a distance of 30.00 feet to a point, said point being the intersection of the northerly right-of-way line of Main Street and the westerly right-of-way line of High Street, and the southeast corner of a tract of land as conveyed to RKM, LLC by Instrument Number 200206100143754;

thence North 86° 57' 20" West along said northerly right-of-way line and the south line of said RKM, LLC tract, a distance of 7.76 feet to a point, said point being on the east face of an existing building, and being the TRUE POINT OF BEGINNING:

thence South 02° 01' 44" West along the east face of said building a distance of 0.72 feet to a point, said point being the south east corner of said building;

thence North 87° 49' 09" West along the south face of said building a distance of 72.59 feet to a point, said point being on the southwest corner of said building;

thence North 02° 16' 03" East along the west face of said building a distance of 1.81 feet to a point, said point being on said northerly right-of-way line and said south line;

thence South 86° 57' 20" East, along said northerly right-of-way line and said south line, a distance of 72.59 feet to a point, said point being the TRUE POINT OF BEGINNING, containing 0.002 acres (91.92 S.F.) more or less.


Subject to all legal right-of-way, easements and restrictions, if any, of previous record.

Basis of Bearings is the Ohio State Plane Coordinate System, South Zone, 1983 North American Datum, 1986 adjustment, as established by Franklin County, monuments FRANK 80 and 180. The bearing from Frank 80 to Frank 180 is N85°57'24"W.

All set iron pins are 5/8" outside diameter rebar with a plastic cap stamped "EP FERRIS SURVEYOR 6027".

This description was prepared by Edward P. Ferris, Registered Surveyor No. 6027, E. P. Ferris & Associates, Inc. on March 5, 2007.




Edward P. Ferris, P.E., P.S.
Registered Surveyor No. 6027

3-7-07
Date

E. P. FERRIS & ASSOCIATES, INC.

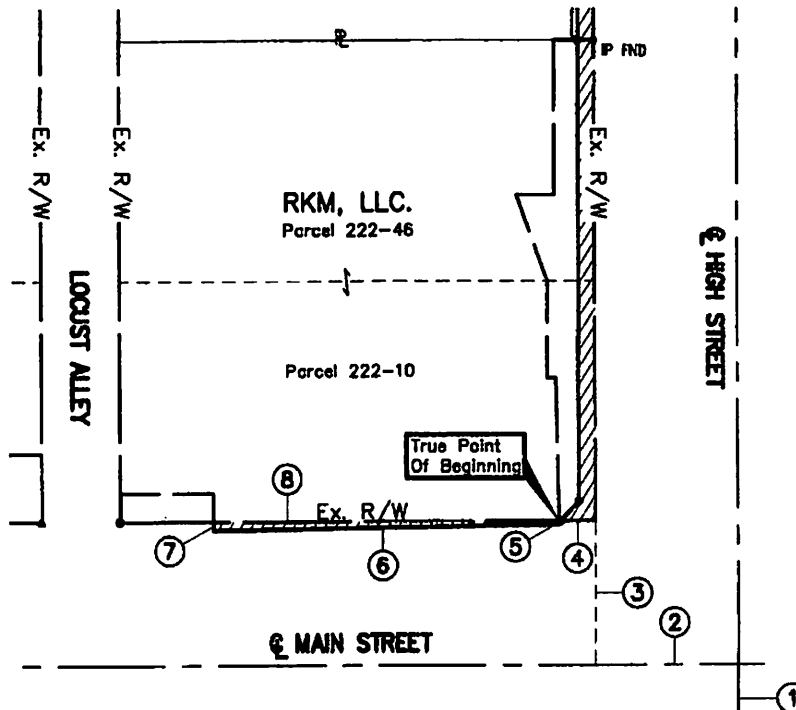
Consulting Civil Engineers and Surveyors
880 King Avenue, Columbus Ohio, 43212

(PH) 614-299-2999
(FX) 614-299-2992

EXHIBIT "A", PARCEL 6-EN VILLAGE OF NEW ALBANY

ENCROACHMENT EASEMENT

Situated in the State of Ohio, County of Franklin, Village of New Albany, Township of Plain, being located in Township 2, Section 4, Range 16 of the United States Military Lands and being part of Main Street right-of-way, as conveyed in Plat Book 1, Page 364, all references refer to Recorder's Office, Franklin County, Ohio and being more particularly bounded and delineated as follows:



AREA

Encroachment Easement = 0.002 AC. (91.92 S.F.)

REFERENCED DOCUMENTS:

Plat Book 1, Page 364

LINE TABLE		
LINE	LENGTH	BEARING
1	454.38'	N03°00'29"E
2	30.03'	N88°57'20"W
3	30.00'	N03°02'40"E
4	7.78'	N88°57'20"W
5	0.72'	S02°01'44"W
6	72.59'	N87°49'09"W
7	1.81'	N02°16'03"E
8	72.59'	S88°57'20"E

Legend

- P Property Line
- R/W Right-of-Way
- O Iron Pin Found
- Iron Pin Set
- ▲ "Mag" Nail Set

All iron pins found were in good condition except as noted. All iron pins set are 5/8" Rebar, plastic capped with "E.P. FERRIS SURVEYOR 6027" inscribed on top.

BASIS OF BEARING:

Bearings are the Ohio State Plane Coordinate System, South Zone, 1983 North American Datum, 1986 adjustment, as established by Franklin County, monuments FRANK 80 and 180. The bearing from Frank 80 to Frank 180 is N85°57'24"W.



Scale: 1" = 30'



BY *E. P. Ferris* 3-7-07
Edward P. Ferris, P.E., P.S.
Registered Surveyor No. 6027

DRWN BY CDM CHK BY EPF DATE 03-05-07
40520

Exhibit B - O-35-2021

**FIRST AMENDMENT TO
ENCROACHMENT EASEMENT**

This FIRST AMENDMENT TO ENCROACHMENT EASEMENT (this "Amendment") is entered into as of _____, 2021, by and between the **City of New Albany, Ohio**, (f.n.a. the Village of New Albany) an Ohio municipal corporation ("Grantor") and any future owner or owners of the right-of-way easement for the parcel described herein, and **RKM, LLC**, an Ohio limited liability company ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Encroachment Easement dated May 9, 2007 and recorded on June 8, 2007 in as Document No. 200706080100273, of the official records of Franklin County, Ohio (the "Encroachment Easement"), with respect to certain real property located in Franklin County, Ohio, as such property is more particularly described on attached Exhibit A;

WHEREAS, Grantor and Grantee desire to amend the Encroachment Easement in order to extend the Term.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree that the Encroachment Easement shall be amended as follows:

1. **Recitals**. The foregoing recitals are hereby incorporated herein by this reference.
2. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Encroachment Easement.
3. **Modification of Third Paragraph**. The following sentence shall be added after the last sentence of the third paragraph of the Encroachment Easement:

Notwithstanding the foregoing, a change of use in the foregoing sentence shall not include any Grantor-approved alterations or

improvements, ordinary maintenance, or a variation of the type of usage of the Real Property.

4. **Deletion of Fourth Paragraph.** The fourth paragraph of the Encroachment Easement is hereby deleted in its entirety.

5. **Counterparts.** This Amendment may be executed in counterparts, with said counterparts being effective as originals when attached to the document with the other party's counterpart. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

6. **Ratification.** Except as specifically set forth herein, all of the terms, conditions and covenants of the Encroachment Easement, and all rights and obligations of Grantor and Grantee thereunder, are hereby ratified and confirmed and shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Amendment as of the date first set forth above.

“Grantor”

The City of New Albany, Ohio,

By: _____

Name: Joseph F. Stefanov

Its: City Manager

STATE OF _____)

COUNTY OF _____) ss

The foregoing instrument was acknowledged before me, the undersigned notary public, this _____ day of _____ 2021, by Joseph F. Stefanov, the City Manager of the City of New Albany, Ohio, an Ohio body corporate and politic, on behalf of said political subdivision. In witness whereof I have subscribed my name and affixed my official seal on the date and year aforesaid.

[SEAL]

Notary Public

My Commission Expires: _____

[Grantee’s Signature Page Follows]

“GRANTEE”

RKM, LLC,
an Ohio limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____) ss

The foregoing instrument was acknowledged before me, the undersigned notary public, this _____ day of _____, 2021, by _____, the _____ of RKM, LLC, an Ohio limited liability company, on behalf of said limited liability company. In witness whereof I have subscribed my name and affixed my official seal on the date and year aforesaid.

[SEAL]

Notary Public
My Commission Expires: _____

**Prepared by and
after recordation, return to:**
Dickinson Wright PLLC
Brian F. Kocak, Jr., Esq.
150 E. Gay Street, 24th Floor
Columbus, Ohio 43215

Exhibit A

Description of the Property

ENCROACHMENT EASEMENT PARCEL 6-EN 0.002 ACRES (81.92 S.F.)

Situated in the State of Ohio, County of Franklin, Village of New Albany, Township of Plain, being located in Township 2, Section 4, Range 16 of the United States Military Lands, and being part of the Main Street right-of-way as conveyed in Plat Book 1 Page 364, all references refer to Recorder's Office, Franklin County, Ohio.

Commencing at found Franklin County Monument No. 8817B, said point being the intersection of High Street and Dublin-Granville Road, thence North 03° 00' 29" East, along the center line of High Street, a distance of 454.38 feet to a point, said point being the intersection of High Street and Main Street;

Thence North 86° 57' 20" West along the center line of Main Street a distance of 30.03 feet to a point;

thence North 03° 02' 40" East a distance of 30.00 feet to a point, said point being the intersection of the northerly right-of-way line of Main Street and the westerly right-of-way line of High Street, and the southeast corner of a tract of land as conveyed to RKM, LLC by Instrument Number 200208100143764;

thence North 86° 57' 20" West along said northerly right-of-way line and the south line of said RKM, LLC tract, a distance of 7.76 feet to a point, said point being on the east face of an existing building, and being the TRUE POINT OF BEGINNING:

thence South 02° 01' 44" West along the east face of said building a distance of 0.72 feet to a point, said point being the south east corner of said building;

thence North 87° 49' 09" West along the south face of said building a distance of 72.59 feet to a point, said point being on the southwest corner of said building;

thence North 02° 16' 03" East along the west face of said building a distance of 1.81 feet to a point, said point being on said northerly right-of-way line and said south line;

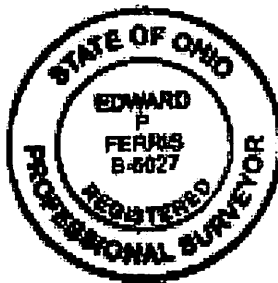
thence South 86° 57' 20" East, along said northerly right-of-way line and said south line, a distance of 72.59 feet to a point, said point being the TRUE POINT OF BEGINNING, containing 0.002 acres (81.92 S.F.) more or less.

Subject to all legal right-of-way, easements and restrictions, if any, of previous record.

Basis of Bearings is the Ohio State Plane Coordinate System, South Zone, 1983 North American Datum, 1986 adjustment, as established by Franklin County, monuments FRANK 80 and 180. The bearing from Frank 80 to Frank 180 is N85°57'24"W.

All set iron pins are 5/8" outside diameter rebar with a plastic cap stamped "EP FERRIS SURVEYOR 6027".

This description was prepared by Edward P. Ferris, Registered Surveyor No. 6027, E. P. Ferris & Associates, Inc. on March 6, 2007.




Edward P. Ferris, P.E., P.S.
Registered Surveyor No. 6027

3-7-07
Date



E. P. FERRIS & ASSOCIATES, INC.

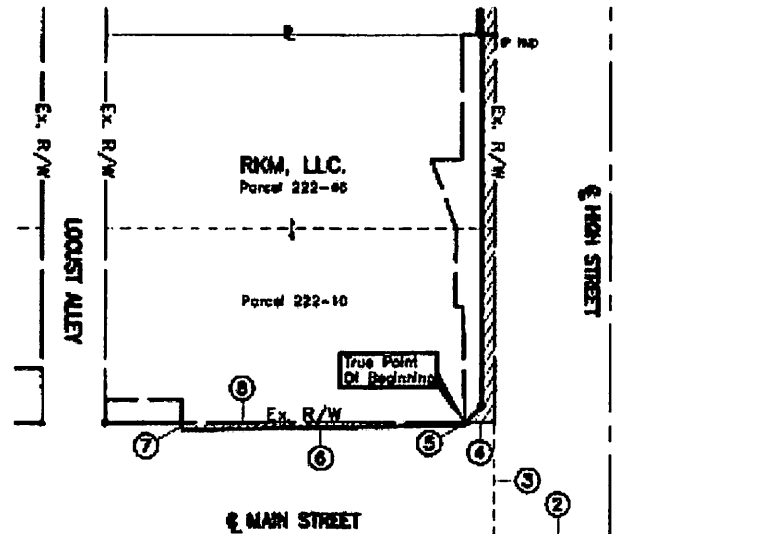
Consulting Civil Engineers and Surveyors
880 King Avenue, Columbus Ohio, 43212

(740) 614-290-2999
(740) 614-290-2992

EXHIBIT 'A', PARCEL G-EH VILLAGE OF NEW ALBANY

ENCROACHMENT EASEMENT

Situated in the State of Ohio, County of Franklin, Village of New Albany, Township of Paris, being located in Township 2, Section 4, Range 16 of the United States Military Lands and being part of Main Street right-of-way, as conveyed in Plat Book 1, Page 364, all references refer to Recorder's Office, Franklin County, Ohio and being more particularly bounded and delineated as follows:



AREA

Encroachment Easement = 0.002 AC. (51.92 S.F.)

REFERENCED DOCUMENTS:

Plat Book 1, Page 364

LINE	LENGTH	BEARING
1	45.24	N00°02'21"E
2	20.00	N00°02'21"E
3	20.00	N00°02'21"E
4	2.39	N00°02'21"E
5	0.72	N00°02'21"E
6	12.50	N00°02'21"E
7	1.80	N00°02'21"E
8	12.50	S00°02'21"W

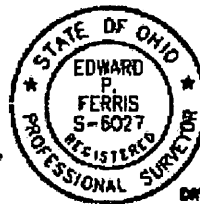
Legend

- R Property Line
- R/W Right-of-Way
- Iron Pin Found
- Iron Pin Set
- ▲ "Nag" Nail Set

All iron pins found were in good position except as noted. All iron pins set are 3/8" Rebar, plastic capped with "E.P. FERRIS SURVEYOR 6027" inscribed on top.

BASIS OF BEARING:

Bearings are the Ohio State Plane Coordinate System, South Zone, 1983 North American Datum, 1983 adjustment, as established by Franklin County, monuments FROM 80 and 180. The bearing from Point 80 to Point 180 is N85°57'24"W.



Scale: 1" = 30'



By E. P. Ferris 3-7-07
Edward P. Ferris, P.E., P.S.
Registered Surveyor No. 6027

DRAWN BY CDM CHK BY EPF DATE 03-08-07
40520

4839-8193-1256 v3 [56863-6]



ORDINANCE O-36-2021

AN ORDINANCE TO DECLARE THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, EXEMPT 100% OF THAT IMPROVEMENT FROM REAL PROPERTY TAXATION, REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE JOHNSTOWN-MONROE LOCAL SCHOOL DISTRICT, THE LICKING HEIGHTS LOCAL SCHOOL DISTRICT AND THE CAREER AND TECHNOLOGY EDUCATION CENTERS OF LICKING COUNTY, ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS, SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT DIRECTLY BENEFIT THOSE PARCELS, AND APPROVE AND AUTHORIZE THE EXECUTION OF ONE OR MORE TAX INCREMENT FINANCING AGREEMENTS

WHEREAS, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the "TIF Statutes") authorize Council to declare the improvement to certain parcels of real property located within the City of New Albany, Ohio (the "City") to be a public purpose and exempt from taxation, require the owner of those parcels to make service payments in lieu of taxes, provide for the distribution of the applicable portion of those service payments to the Johnstown-Monroe Local School District, the Licking Heights School District, and the Career and Technology Education Centers of Licking County (C-TEC), (each, a "School District"), establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of those service payments and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, the parcels of real property identified and depicted in Exhibit A attached hereto (each, as now or hereafter configured on the tax list and duplicate of real and public utility property, a "Parcel", and collectively, the "Parcels") are located in the City, and Council has determined to declare the Improvement (as defined in Section 1 of this Ordinance) to each Parcel to be a public purpose; and

WHEREAS, Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the Improvement to each Parcel as permitted and provided in Section 5709.40(B) of the Ohio Revised Code for thirty (30) years and to simultaneously direct and require the current and future owner of each Parcel (each such owner individually, an "Owner," and collectively, the "Owners") to make annual Service Payments (as defined in Section 2 of this Ordinance); and

WHEREAS, the City has determined that a portion of the Service Payments shall be paid directly to each School District in an amount equal to the real property taxes that the School District would have received if the Improvement to the Parcels had not been exempted from taxation pursuant to this Ordinance; and

WHEREAS, pursuant to Section 5709.43(A) of the Ohio Revised Code, Council has determined to establish a municipal public improvement tax increment equivalent fund in which there shall be deposited the remaining Service Payments distributed to the City; and

WHEREAS, Council has determined to designate the public infrastructure improvements described in Exhibit B attached hereto (the “*Public Infrastructure Improvements*”) as public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, the Parcels; and

WHEREAS, Council has determined to provide for the execution and delivery of one or more Tax Increment Financing Agreements (each, a “*TIF Agreement*”), which will more fully provide for the collection of Service Payments; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Board of Education of Johnstown-Monroe Local School District, the Licking Heights School District, and the Career and Technology Education Centers of Licking County (C-TEC) in accordance with, and within the time periods prescribed by, Sections 5709.40 and 5709.83 of the Ohio Revised Code and in furtherance of the commitment made by the City in the Compensation Agreements entered into between the Board of Education of the Licking Heights Local School District, the Board of Education of the Johnstown-Monroe Local School District, and the City;

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

Section 1. Authorization of Tax Exemption. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, one hundred percent (100%) of the increase in assessed value of each Parcel that is used or to be used for non-residential purposes and that would first appear on the tax list and duplicate of real and public utility property after the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the “*Improvement*”, as further defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure on that Parcel first appears on the tax list and duplicate of real and public utility property for that Parcel and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. The real property tax exemption granted pursuant to this Section and the payment obligation established pursuant to Section 2 are subject and subordinate to any real property tax exemption granted pursuant to Sections 3735.65 to 3735.70 or Sections 5709.61 to 5709.69 of the Ohio Revised Code.

Section 2. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.42 of the Ohio Revised Code, Council hereby directs and requires the Owner of each Parcel to make annual service payments in lieu of taxes with respect to the Improvement allocable thereto to the

Treasurer of Licking County, Ohio (the "*County Treasurer*") on or before the final dates for payment of real property taxes. The service payment in lieu of taxes for each Parcel, including any penalties and interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code, as the same may be amended or supplemented from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the "*Service Payments*"), shall be charged to each Parcel and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to Section 1 of this Ordinance, all in accordance with Section 5709.42 of the Ohio Revised Code. The Service Payments, and any other payments with respect to the Improvement that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time, or any other applicable provisions of the Ohio Revised Code (collectively, the "*Property Tax Rollback Payments*"), shall be allocated and distributed in accordance with Section 4 of this Ordinance.

Section 3. Tax Increment Equivalent Fund. Council hereby establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Oak Grove II Public Tax Increment Equivalent Fund (the "*Fund*"). The Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 4 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement to each Parcel and so deposited pursuant to Section 5709.42 of the Ohio Revised Code shall be used solely for the purposes authorized in the TIF Statutes and this Ordinance, as the same may be amended from time to time. The Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

Section 4. Distribution of Funds. Pursuant to the TIF Statutes, the County Treasurer is hereby requested and directed to distribute the Service Payments and Property Tax Rollback Payments as follows:

(i) to each School District, an amount equal to the amount the School District would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this Ordinance; and

(ii) to the City, all remaining amounts for further deposit into the Fund for payment of costs of the Public Infrastructure Improvements upon appropriation for that purpose by Council. If so appropriated, such costs may but shall not be required to include, without limitation, all debt service payable on debt issued by the City or the New Albany Community Authority (the "*Authority*") to pay for Public Infrastructure Improvements, all amounts owed to any fund of the City or Authority to reimburse that fund for the costs of any Public Infrastructure Improvements previously paid from that fund, including interest payable on those amounts, and all amounts owed by the City or Authority to any third party for the construction of Public Infrastructure Improvements, including interest payable on those amounts.

Section 5. Public Infrastructure Improvements. Council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

Section 6. Tax Increment Financing Agreement. The form of TIF Agreement presently on file with the Fiscal Officer is hereby approved and authorized with changes therein and amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the City Manager. The City Manager, for and in the name of the City, is hereby authorized to execute and deliver one or more TIF Agreements with one or more owners of a Parcel or Parcels in substantially that form along with any changes therein and amendments thereto, provided that the approval of such changes and amendments by the City Manager, and the character of those changes and amendments as not being substantially adverse to the City or inconsistent with this Ordinance, shall be evidenced conclusively by the City Manager's execution thereof.

Section 7. Further Authorizations. This Council hereby authorizes and directs the City Manager, the City Solicitor, the Fiscal Officer or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments from the Owners, including the preparation and filing of any necessary exemption applications. This Council further hereby authorizes and directs the City Manager, the City Solicitor, the Fiscal Officer or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 8. Filings with Ohio Department of Development. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Manager or other appropriate officer of the City is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within fifteen (15) days after its adoption. Further, on or before March 31 of each year that the exemption set forth in Section 1 of this Ordinance remains in effect, the City Manager or other appropriate officer of the City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

Section 9. Tax Incentive Review Council. Council hereby designates the Tax Incentive Review Council created pursuant to Resolution R-46-2009 as the tax incentive review council responsible for reviewing annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that council, all in accordance with Section 5709.85 of the Ohio Revised Code.

Section 10. Open Meetings. Council finds and determines that all formal actions of Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of Council or its committees, and that all deliberations of Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 11. Effective Date. Pursuant to Article 6.07(b) of the New Albany Charter, this Ordinance shall become effective thirty (30) days after adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchevsky
Law Director

Legislation dates:

Prepared: 08/05/2021

Introduced: 10/05/2021

Revised:

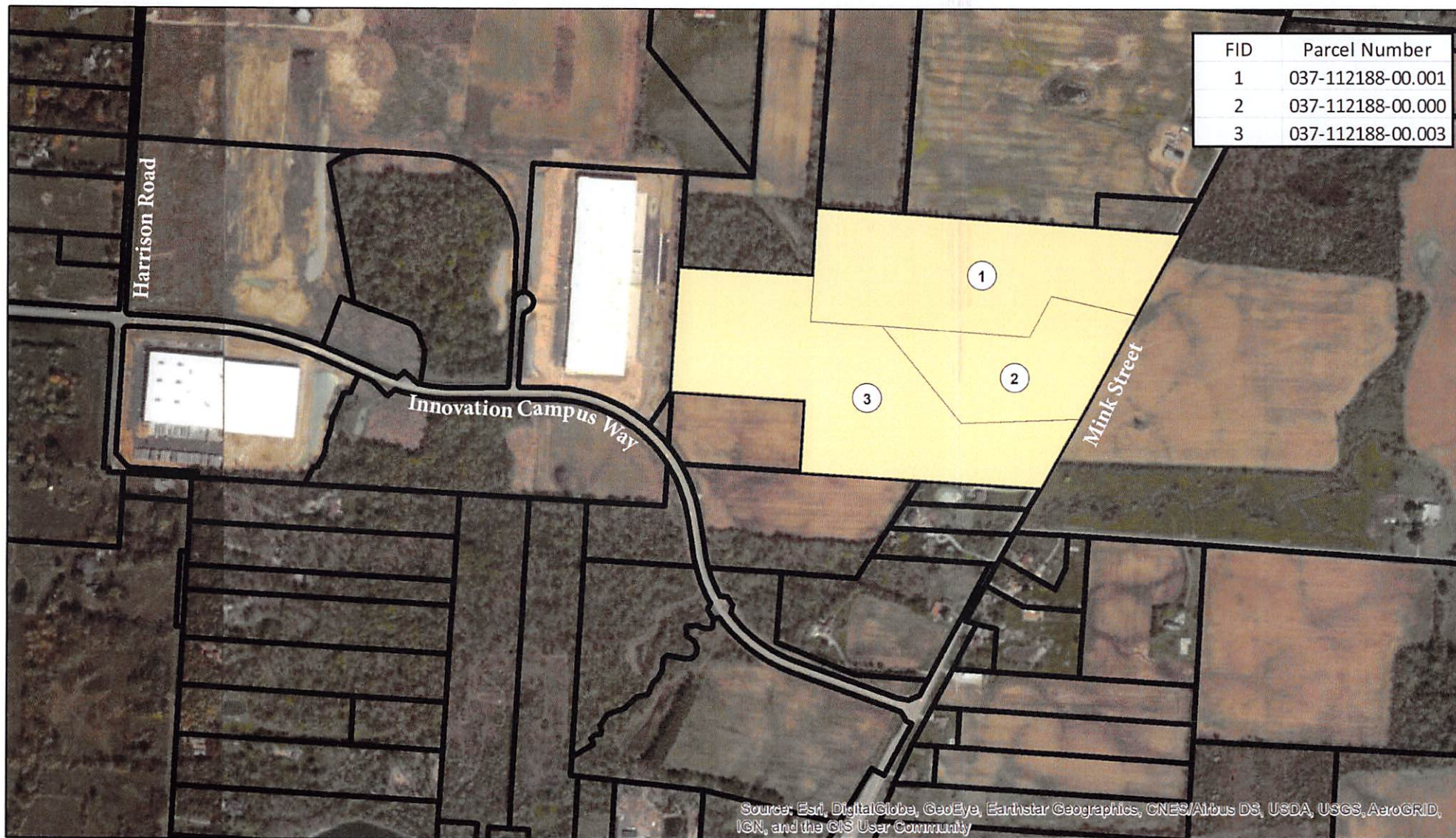
Adopted:

Effective:

EXHIBIT A – O-36-2021

PARCEL MAP

The colored areas on the attached map specifically identify and depict the Parcels and constitutes part of this Exhibit A.



FID	Parcel Number
1	037-112188-00.001
2	037-112188-00.000
3	037-112188-00.003

Legend

-  TIF Parcels
-  Parcels



New Albany TIF Parcels - Oak Grove II- Innovation East District

August 6, 2021

EXHIBIT B – O-36-2021

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the construction of the following improvements that will directly benefit the Parcels and all related costs of permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code), along with any other improvements subsequently designated by Village Council:

- public roads and highways (including street realignments);
- water and sewer lines;
- leisure trails and connections;
- parks and public facilities;
- environmental remediation projects;
- stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety and welfare;
- gas, electric and communications services facilities, including fiber optics;
- land acquisition, including acquisition in aid of industry, commerce, distribution, or research;
- demolition, including demolition on private property when determined to be necessary for economic development purposes;
- landscaping and signage, including brick retaining walls at roadway intersections; including in each case, design and other related costs (including traffic studies); any rights-of-way or real estate acquisition; curbs and gutters, medians, sidewalks, bikeways, and landscaping (including scenic fencing and irrigation); traffic signs and signalization (including overhead street signage); street lighting and signs; burial of utility lines (including fiber optics); erosion and sediment control measures; grading, drainage and other related work; survey work, soil engineering, inspection fees and construction staking; and all other costs and improvements necessary and appurtenant thereto.



ORDINANCE O-37-2021

**AN ORDINANCE TO ACCEPT A 4.717 ACRE CONSERVATION
EASEMENT AS REQUESTED BY THE NEW ALBANY COMPANY, LLC**

WHEREAS, The New Albany Company LLC has obtained permits from the Ohio EPA and U.S. Army Corps of Engineers that require the protection of certain watercourses in the general vicinity of the city of New Albany; and

WHEREAS, to protect these environmentally sensitive land areas, the permits require them to be encumbered within a conservation easement; and

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

WHEREAS, the city will be the recipient (grantee) of conservation easements totaling 4.717 acres; and

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

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

Section 1. The city manager is hereby authorized to accept the conservation easement totaling 4.717 acres as described and depicted on Exhibit A.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 09/27/2021

Introduced: 10/05/2021

Revised:

Adopted:

Effective:

Exhibit A - O-37-2021

CONSERVATION EASEMENT AGREEMENT

This Conservation Easement Agreement ("Agreement") is made to be effective on the last date of signature below (the "Effective Date"), by and between **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company having its address at 8000 Walton Parkway, Suite 120, New Albany, Ohio 43054 ("Grantor"), and **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation having its address at 99 W. Main Street, New Albany, Ohio 43054 ("Grantee").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple of certain real property known as Franklin County Auditor's Tax Parcel Number 222-004970-00 and being more particularly described in Instrument Number 202106040098263, which is of record with the Recorder's Office, Franklin County, Ohio (the "Property"); and

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

WHEREAS, this Agreement and the Conservation Easement (as such term is defined below) created hereby is required by Nationwide Permit No. 39 issued to Grantor by the U.S. Army Corps of Engineers ("USACE") on July 28, 2021 (the "Permit"). As a condition of this Permit and related application materials, a watercourse and adjacent areas must be protected by a conservation easement and this Agreement is intended to satisfy this condition.

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

AGREEMENT:

1. **Grant of Easement:** Grantor hereby grants and conveys to Grantee an estate, interest, and easement in and to the Conservation Easement Area of the nature and character and

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

2. **Term of Easement:** The Conservation Easement granted hereunder shall be perpetual to the extent permitted by law and shall have no expiration date.

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

4. **Prohibited Actions:** Any activity on or use of the Conservation Easement Area that is inconsistent with the purposes of the Conservation Easement is strictly prohibited; provided, however, for the avoidance of doubt, the installation and maintenance of the Drainage Crossing (as hereinafter defined) shall in no event be considered inconsistent with the purposes of the Conservation Easement. By way of example, and not of limitation, the following activities and uses are prohibited within the Conservation Easement Area, except as otherwise permitted or required by the Permit:

- a. **Commercial Activities:** Commercial development or industrial activity;
- b. **Construction:** The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots;
- c. **Cutting Vegetation:** Any cutting of trees, ground cover or vegetation, or destroying by any means of herbicides or pesticides, other than the removal or control of invasive and noxious species;
- d. **Land Surface Alteration:** The removal of soil, sand, gravel, rock, minerals or other materials, or doing any act that would alter the topography of the Conservation Easement Area;
- e. **Dumping:** The placement of waste, garbage and unsightly or offensive materials;

- f. **Water Courses:** Dredging, straightening, filling, channeling, impeding, diverting, or otherwise altering any natural water courses, streams and adjacent riparian buffers located within the Conservation Easement Area;
- g. **Utilities:** The installation of new transmission lines for electric power, communications, and natural gas or petroleum products. For the avoidance of doubt, any structures or utilities existing as of the date of this Agreement are permitted to remain in the Conservation Easement Area; and
- h. **Other Activities:** Each and every other activity or construction project which endangers the natural, scenic, biological, or ecological integrity of the Conservation Easement Area.

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

- a. **Right to Enter:** Grantee has the right to enter upon the Conservation Easement Area at reasonable times to monitor or to enforce compliance with this Agreement, provided that such entry shall occur after prior reasonable notice is provided to Grantor and appropriate consideration is given to the reasonable security or safety requirements of Grantor, or its tenants, contractors, employees or licensees. To the extent reasonably possible, entry shall be made from a public right-of-way. Grantee may not enter upon the Property (other than the Conservation Easement Area) or unreasonably interfere with Grantor's (including Grantor's tenants, contractors, employees, and licensees) use and quiet enjoyment of the Property. Grantee shall not have the right to permit others to enter the Conservation Easement Area. The general public is not granted access to the Conservation Easement Area or the Property under this Agreement.
- b. **Right to Preserve:** Grantee has the right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the terms or purposes of this Agreement. Nothing herein, however, is intended to place any restrictions on the use or development of those portions of the Property located outside of the boundaries of the Conservation Easement Area.
- c. **Right to Require Restoration:** Grantee shall have the right to require the restoration of the areas or features of the Conservation Easement Area which are damaged by any activity of Grantor (including its successors and assigns) which is inconsistent with the requirements of this Agreement. Grantee's rights under this paragraph shall include, but shall not be limited to, the right to initiate any proceedings or actions in law or

equity as are necessary to enforce the terms of this Agreement or facilitate the restoration of the Conservation Easement Area.

- d. **Signs:** Grantee shall have the right to place signs within the Conservation Easement Area which identify the land as being protected by the Conservation Easement. The number, size and content of any such signs are subject to the prior approval of the owner of the Property, which shall not be unreasonably conditioned, delayed or withheld. Grantee reserves the right to post or clearly mark the boundaries of the Conservation Easement Area at locations that are mutually agreed upon with the owner of the Conservation Easement Area.

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

- a. **Right to Convey:** Grantor shall retain the right to sell, mortgage, bequeath, donate or otherwise convey any or all portions of the Property, including, without limitation, the Conservation Easement Area. Any conveyance shall remain subject to the terms and conditions of this Agreement and the subsequent interest holder shall be bound by the terms and conditions hereof.
- b. **Right to Access:** Grantor shall retain the right to unimpeded access to the Conservation Easement Area.
- c. **Limited Encroachment:** Grantor shall be permitted to encroach onto the Conservation Easement Area for the purpose of constructing (and, as necessary in the future, maintaining and replacing) storm water drainage piping, culverts, features and/or outfalls (collectively, the "**Drainage Crossing**"). The Drainage Crossing shall not exceed forty feet (40') in width. Grantor shall restore (i) all pre-construction contours and (ii) all vegetation within the Conservation Easement that has been damaged or removed during construction of the Drainage Crossing, as follows:
 - A. Disturbed areas shall be seeded with the permanent, native seed mix specified in that certain plan titled Stream Relocation for Innovation District Site 25 and prepared by Evans, Mechwart, Hambleton & Tilton, Inc. (the "**Stream Restoration Plan**");
 - B. Trees and shrubs shall be replaced on a one-for-one basis; and

C. Trees and shrubs shall be chosen from the plant list specified in the Stream Restoration Plan.

- d. **Use of Property:** The portions of the Property located outside of the boundaries of the Conservation Easement Area are not subject to the restrictions of the Conservation Easement created hereunder. Grantor shall be permitted to use and develop all portions of the Property under its ownership which are located outside of the boundaries of the Conservation Easement Area without restriction.

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

- a. **Delay in Enforcement:** A delay in enforcement shall not be construed as a waiver of Grantee's rights to enforce the terms of this Agreement.
- b. **Acts Beyond Grantor's Control:** Grantee may not bring an action against Grantor and Grantor shall have no liability for modifications to the Conservation Easement Area that result from causes beyond Grantor's control. Examples include, without limitation, unintentional fires, flooding, storms, natural earth movement, trespassers, or a party's well-intentioned actions in response to an emergency which result in changes to the Conservation Easement Area. Grantor shall have no responsibility under this Agreement for such unintended modifications. Grantee may, however, bring an action against another party for modifications that impair the conservation values identified in this Agreement.
- c. **Notice and Demand:** If Grantee determines that a person or entity is in violation of the terms of the Conservation Easement or this Agreement, or that a violation is threatened, then Grantee shall provide written notice via certified mail to such person or entity. The written notice shall identify the violation and request corrective action to cure the violation or restore the relevant real property.
- d. **Failure to Act:** If, for a thirty (30) day period after the date of written notice provided pursuant to subparagraph c. above, the person or entity continues violating the terms of the Conservation Easement or this Agreement, or if the person or entity does not abate the violation or begin to implement corrective measures within the foregoing thirty (30) day period requested by Grantee, or fails to continue to diligently cure such violation until finally cured, Grantee shall be permitted to bring an action in law or in equity to enforce the terms of the Conservation Easement or this Agreement and recover any damages for the loss of the conservation values protected hereunder. Grantee is also entitled to bring an action to

enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Conservation Easement Area. If a court determines that the person or entity has failed to comply with the terms of the Conservation Easement or this Agreement, then Grantee may seek an order requiring the person or entity to reimburse all reasonable costs and attorneys' fees incurred by Grantee in compelling such compliance.

- e. **Unreasonable Litigation:** If Grantee initiates litigation against Grantor to enforce this Agreement, and if the court determines that the litigation was without reasonable cause or in bad faith, then Grantee shall reimburse Grantor for all reasonable costs and attorneys' fees incurred in defending the action.
- f. **Grantor's Absence:** If Grantee determines that the terms of the Conservation Easement or the Agreement is, or is reasonably expected to be, violated, then Grantee will make a good faith effort to notify Grantor. If, through reasonable efforts, Grantor cannot be notified, and if Grantee determines that emergency circumstances exist that justify prompt action to mitigate or prevent impairment of the Conservation Easement, then Grantee may pursue its lawful remedies without prior notice and without awaiting a response from Grantor.
- g. **Cumulative Remedies:** The preceding remedies of Grantee are cumulative. Any or all of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Agreement.

8. **Ownership Costs and Liabilities:** Except as otherwise required by this Agreement, in accepting the Conservation Easement, Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Conservation Easement Area. Except to the extent caused by the gross negligence of Grantee, Grantee and its administrators, officers and employees shall have no liability arising from injury or death to any person or from physical damage to any other property located within the Conservation Easement Area or otherwise.

9. **Remediation:** If, at any time, there occurs, or has occurred, a release caused by the owner of the Conservation Easement Area and subject to Section 7.b. hereof in, on, or about the Conservation Easement Area of any substance now or hereafter defined, listed, or otherwise classified, and in excess of any amount permitted pursuant to any federal, state, or local law, regulation, or requirement, or in an amount that is hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, then the owner(s) of the Conservation Easement Area shall take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

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

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

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

13. **Assignment:** This Agreement is transferable, but Grantee may assign its rights and obligations hereunder only to an organization mutually agreed to by the fee simple owners of the Conservation Easement Area and the USACE, provided that the organization is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable) and authorized to acquire and hold conservation easements under Ohio law. As a condition of such transfer, Grantee shall require that the transferee organization must agree in writing to assume all of Grantee's obligations and duties hereunder and to carry out the conservation purposes that this grant is intended to advance. Grantee agrees to give written notice to the owner(s) of the Conservation Easement Area of a transfer or an assignment at least twenty (20) days prior to the date of such transfer or assignment and to furnish promptly to such owner(s) an executed copy of the assignment and assumption agreement to be recorded by Grantee after the expiration of such 20-day notice period in the Recorder's Office, Franklin County, Ohio. The failure of Grantee to give such notice shall not affect the validity of this Agreement nor limit its enforceability in any way.

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

15. **Notices:** For purposes of this Agreement, notices shall be provided to the parties, by personal delivery or by mailing a written notice via certified mail, return receipt requested, to that party at the address shown at the outset of this Agreement, or with respect to any successors or assigns of Grantor, to the tax mailing address of the relevant party as evidenced in the records

of the Office of the Auditor of Franklin County, Ohio. Notice is deemed given upon (i) personal delivery or (ii) three days after depositing the properly addressed notice with the U.S. Postal Service.

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

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

18. **Termination of Rights and Obligations:** A party's rights and obligations under this Agreement shall terminate upon the transfer of its interest in the Conservation Easement Area and the owner of the Conservation Easement Area shall only be liable for acts or failures to comply with this Agreement which occur during its period of ownership. Liability for acts or failures to comply with this Agreement which occur prior to transfer shall survive any such transfer.

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

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

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

22. **No Merger:** The Conservation Easement provided under this Agreement is intended to facilitate the perpetual protection of the Conservation Easement Area as provided herein. No easement granted or enjoyed hereunder shall be eliminated through the doctrine of merger as the result of Grantee holding title to and/or having ownership of the Conservation Easement Area.

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

IN WITNESS WHEREOF, Grantor has caused the execution of this Agreement to be effective as of the Effective Date.

GRANTOR:

THE NEW ALBANY COMPANY LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, on behalf of the limited liability company. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

IN WITNESS WHEREOF, Grantee has caused the execution of this Agreement to be effective as of the Effective Date.

GRANTEE:

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

By: _____

Name: _____

Title: _____

Date: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of **The City of New Albany, Ohio**, an Ohio municipal corporation, on behalf of said municipal corporation. This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to the notarial act.

Notary Public

Approved as to Form:

Mitchell Banchefsky, City Law Director

This instrument prepared by:
The New Albany Company LLC
8000 Walton Parkway, Suite 120
New Albany, Ohio 43054
(614) 939-8000



Evans, Mochwort, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.773.4500 Toll Free: 888.773.3446
emht.com

CONSERVATION EASEMENT

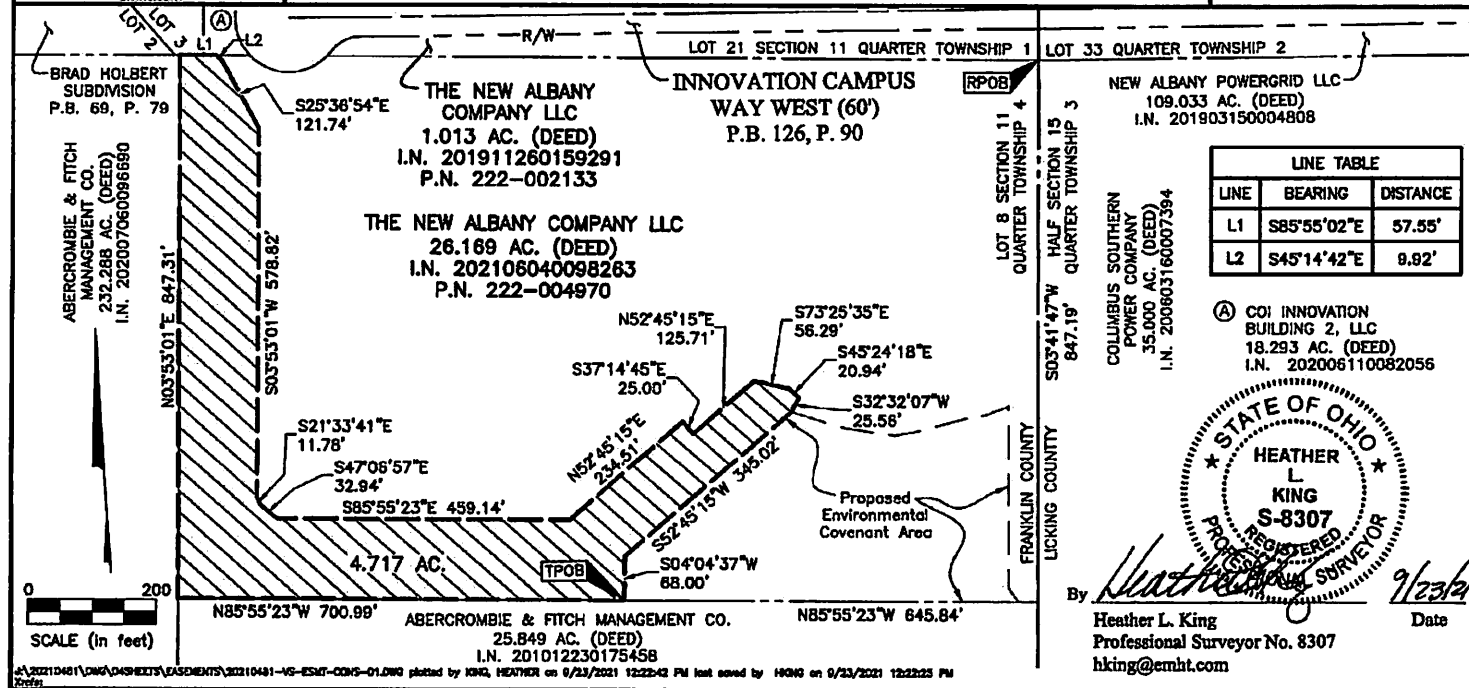
LOT 8, SECTION 11, QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: September 23, 2021

Scale: 1" = 200'

Job No: 2021-0481

Sheet No: 1 of 1



Depiction of Conservation Easement Area
Exhibit A

\\20210481\DRAWINGS\CONSERVATION\20210481-05-ESMT-CONV-01.DWG plotted by KING, HEATHER on 9/23/2021 12:22:42 PM last saved by KING on 9/23/2021 12:22:25 PM

Exhibit B
Legal Description of Conservation Easement Area

See attached.

**CONSERVATION EASEMENT
4.717 ACRES**

Situate in the State of Ohio, County of Franklin, City of New Albany, lying in Lot 8, Section 11, Quarter Township 4, Township 2, Range 16, United States Military District, being on, over and across that 26.169 acre tract conveyed to The New Albany Company LLC by deed of record in Instrument Number 202106040098263, (all references refer to the records of the Recorder's Office, Franklin County or Licking County, Ohio, as noted) being more particularly described as follows:

Beginning, for reference, in the line common to Franklin and Licking Counties, at the common corner of said 26.169 acre tract, that 1.103 acre tract conveyed to The New Albany Company by deed of record in Instrument Number 201911260159291, that 35.000 acre tract conveyed to Columbus Southern Power Company by deed of record in Instrument Number 200603160007394 (Licking County), and that 109.033 acre tract conveyed to New Albany Powergrid LLC by deed of record in Instrument Number 201903150004808 (Licking County), being the common corner of said Lot 8; Lot 21, Section 11, Quarter Township 1; Half Section 15, Quarter Township 3; and Lot 33, Quarter Township 2 of said Township 2, Range 16;

Thence South 03° 41' 47" West, with the line common to said 26.169 and 35.00 acre tracts, a distance of 847.19 feet to the easterly common corner of said 26.169 acre tract and that 25.849 acre tract conveyed to Abercrombie & Fitch Management Co. by deed of record in Instrument Number 201012230175458 (Franklin County);

Thence North 85° 55' 23" West, with the line common to said 26.169 and 25.849 acre tracts, a distance of 645.84 feet to the TRUE POINT OF BEGINNING;

Thence North 85° 55' 23" West, with said common line, a distance of 700.99 feet to a point in the easterly line of that 232.288 acre tract conveyed to Abercrombie & Fitch Management Co. by deed of record in Instrument Number 202007060096690 (Franklin County);

Thence North 03° 53' 01" East, with the line common to said 26.169 and 232.288 acre tracts, a distance of 847.31 feet to a point in the southerly line of Lot 3 of "Brad Holbert Subdivision", a subdivision of record in Plat Book 69, Page 79;

Thence South 85° 55' 02" East, with the northerly line of said 26.169 acre tract, the southerly line of said Lot 3 and that 18.293 acre tract conveyed to COI Innovation Building 2, LLC by deed of record in Instrument Number 202006110082056, a distance of 57.55 feet to a point;

Thence across said 26.169 acre tract, the following courses and distances:

South 45° 14' 42" East, a distance of 9.92 feet to a point;

South 25° 36' 54" East, a distance of 121.74 feet to a point;

South 03° 53' 01" West, a distance of 578.82 feet to a point;

South 21° 33' 41" East, a distance of 11.78 feet to a point;

South 47° 06' 57" East, a distance of 32.94 feet to a point;

South 85° 55' 23" East, a distance of 459.14 feet to a point;

North 52° 45' 15" East, a distance of 234.51 feet to a point;

South 37° 14' 45" East, a distance of 25.00 feet to a point;

North 52° 45' 15" East, a distance of 125.71 feet to a point;

**CONSERVATION EASEMENT
4.717 ACRES**

-2-

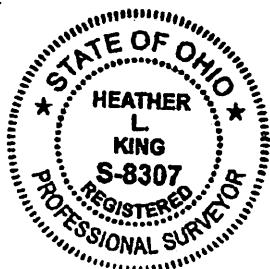
South 73° 25' 35" East, a distance of 56.29 feet to a point;

South 45° 24' 18" East, a distance of 20.94 feet to a point;

South 32° 32' 07" West, a distance of 25.56 feet to the northwesterly corner of a proposed environmental covenant area;

South 52° 45' 15" West, with the westerly line of said proposed environmental covenant area, a distance of 345.02 feet to a point;

South 04° 04' 37" West, with the westerly line of said proposed environmental covenant area, a distance of 68.00 feet to the TRUE POINT OF BEGINNING, containing 4.717 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 9/23/21
Heather L. King
Professional Surveyor No. 8307

HLK
4_717 ac 20210481-VS-ESMT-CONS-01



RESOLUTION R-51-2021

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO GRANT CONSENT AND COOPERATE WITH THE FRANKLIN COUNTY ENGINEER'S OFFICE REGARDING THE MORSE ROAD AND BABBITT ROAD (PID 109494) IMPROVEMENT PROJECT

WHEREAS, the Franklin County Engineer's office has identified the need to improve the intersection of Morse Road and Babbitt Road; and

WHEREAS, the subject intersection is located proximate to New Albany's corporate boundary and is within the city's designated future expansion area; and

WHEREAS, the improvement project will include the construction of a single lane modern roundabout; and

WHEREAS, the improvement project will be fully funded by the Franklin County Engineer's office; and

WHEREAS, the city is requesting the county to extend +/- 350 feet of 16" water main as a part of the subject improvement project in order to facilitate the future northern extension of waterline along Babbitt Road; and

WHEREAS, the city agrees to reimburse the Franklin County Engineer's office for this water main extension at a total cost not to exceed \$85,000; and

WHEREAS, the city desires to have New Albany standard street lights and signage installed with the improvement project; and

WHEREAS, in exchange for the Franklin County Engineer's office installing New Albany standard street lights and signage with the improvement project, the city agrees to participate in and perform certain tasks related to the maintenance of the roundabout; and

WHEREAS, the city grants consent and agrees to cooperate with Franklin County Engineer's Office for the Morse Road and Babbitt Road (PID 109494) improvement project as identified in Exhibit A; and

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

Section 1: The city grants consent and agrees to cooperate with Franklin County Engineer's office for the Morse Road and Babbitt Road (PID 109494) improvements project as set forth on the attached Exhibit A.

Section 2. The city agrees to reimburse the Franklin County Engineer's office for the extension of a 16" water main at a cost not to exceed \$85,000; and

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 09/24/2021

Introduced: 10/05/2021

Revised:

Adopted:

Effective:

Exhibit A - R-51-2021

**COOPERATIVE AGREEMENT
BETWEEN
FRANKLIN COUNTY ENGINEER
AND
THE CITY OF NEW ALBANY
FOR
IMPROVEMENT TO MORSE ROAD AT BABBITT ROAD**

This Cooperative Agreement is made and entered into this ____ of September, 2021 by and between Franklin County, Ohio, acting through the Franklin County Engineer (the "COUNTY") and the City of New Albany ("NEW ALBANY") for the construction and maintenance of a roundabout at the intersection of the Morse Road and Babbitt Road, as well as for the contribution for the construction of a new 16" waterline.

WITNESSETH:

WHEREAS, Morse Road at Babbitt Road has utility to the general public, as well as to the citizens of both parties to this Agreement, as it functions as an important intersection in the regional roadway system for through traffic; and

WHEREAS, the COUNTY will be undertaking construction of a roundabout at the intersection of Morse Road and Babbitt Road, in Plain Township and Jefferson Township, Ohio; and,

WHEREAS, the NEW ALBANY corporate limits are in close proximity to this improvement; and

WHEREAS, NEW ALBANY desires to have special street lights, and special signage assemblies at, and in advance of the roundabout using decorative wood supports installed as part of the initial roundabout construction; and

WHEREAS, NEW ALBANY also requires a new 16" water main and other miscellaneous maintenance improvements to be constructed as a part of the work to be performed; and,

WHEREAS, NEW ALBANY agrees to reimburse the COUNTY for the total cost of the waterline improvement as set forth herein; and

WHEREAS, in exchange for the COUNTY including the streetlights and special signage as part of the initial roundabout construction, NEW ALBANY agrees to participate in and perform certain tasks related to the maintenance of the roundabout; and

WHEREAS, the COUNTY and NEW ALBANY do hereby mutually agree to cooperate in the maintenance of the roundabout and the waterline as set forth herein;

NOW, THEREFORE, the Parties agree to the following responsibilities:

1. Waterline Portion of the WORK:

- 1.1. The COUNTY agrees to provide engineering design and construction bidding services for the construction and installation of a roundabout at the intersection of Morse Road and Babbitt Road, as well as a 16" waterline serving the residents of NEW ALBANY (the "WORK").
 - 1.1.1. The current engineer's estimate for the construction cost of the waterline portion of the WORK is attached hereto as "Exhibit A" and incorporated herein by reference.
 - 1.1.2. The COUNTY, following public bidding of the WORK in accordance with Ohio law, shall provide the construction cost bid prices for the waterline portion of the WORK to NEW ALBANY for its timely review and approval.
 - 1.1.3. Following approval of the waterline portion of the construction bid by NEW ALBANY, the COUNTY shall invoice NEW ALBANY for fifty percent (50%) of the approved waterline portion of the construction bid. NEW ALBANY shall pay said invoice in a timely manner.
- 1.2. The COUNTY agrees to provide construction contract administration, inspection, and testing services for the WORK at COUNTY'S sole cost. Further, the COUNTY shall obtain all waterline easements required, if any, and assign the same to NEW ALBANY upon completion of the WORK.
 - 1.2.1. The COUNTY agrees to notify NEW ALBANY when WORK is scheduled for supplemental inspection.
 - 1.2.2. The COUNTY shall also provide to NEW ALBANY any anticipated costs that will exceed the original bid prices for the waterline portion of the WORK for prior approval.
- 1.3. The COUNTY shall maintain a financial accounting of the construction activities during the construction phase of the WORK. Said accounting shall be available to NEW ALBANY upon request.
- 1.4. The COUNTY shall invoice NEW ALBANY for the total construction costs associated with the waterline portion of the WORK, less the 50% paid by pursuant to Section 1.1.3 of this Agreement. The maximum financial obligation of NEW ALBANY with respect to the waterline portion of the WORK shall not exceed Eighty-five Thousand Dollars (\$85,000) unless and until an appropriate modification of this Agreement is entered into by the Parties hereto.
- 1.5. NEW ALBANY shall respond to all COUNTY requests for plans, cost reviews, and/or approval in a timely manner.
- 1.6. Following completion of the WORK and final payment by NEW ALBANY pursuant to Section 1.4 of this Agreement, NEW ALBANY shall thereafter own, operate, maintain, repair, and/or replace all facilities and appurtenances constructed as part of the waterline portion of the WORK.
2. **Maintenance of the WORK**
 - 2.1. **Title:** The Parties acknowledge and agree that the title in and to all features installed by NEW ALBANY, or by the COUNTY at NEW ALBANY's request, within the public rights of way as a part of the WORK and all improvements, additions or alterations thereto, if any, shall remain the sole property of the

COUNTY.

2.2. COUNTY duties: The COUNTY shall:

- 2.2.1. Be responsible for the design and construction of alterations to the roundabout to accommodate changes in traffic flow and volume conditions, if and when needed.
- 2.2.2. Include the signage desired by NEW ALBANY in the roundabout plans.
- 2.2.3. Be responsible for the following maintenance aspects of the intersection:
 - a. Street lighting infrastructure, including energy costs.
 - c. Pavement and pavement markings
 - d. Post-construction storm water detention/sediment basins.
 - e. Snow removal of roadway approaching and around the roundabout.

2.3 NEW ALBANY duties: NEW ALBANY shall be responsible for the following maintenance aspects of the intersection as delineated in the attached Exhibit B:

- a. Signage including sign faces, backing and wood supports. Provide a 2-hour response time goal for all emergency signage and 72-hour response time goal for all other signage. Any replacement signage shall meet all breakaway standards (NCHRP350 or MASH) that duplicates the shape and duplicates, or exceeds, the size and color of the existing signage.
- b. Landscaping, including mowing of grass and tree replacement and maintenance.
- c. Granite around the center island of the roundabout.
- d. Debris and dead animal removal.

3. General Provisions.

- 3.1. Notice: Any notice required by this Agreement shall be in writing, shall be signed by the party giving the same and shall be deemed given when the same is delivered to the party to which it is addressed at such party's notice address determined as follows:

CITY OF NEW ALBANY

Office of the City Manager
99 W. Main Street
New Albany, OH 43054

or such other address of which NEW ALBANY shall have given notice.

FRANKLIN COUNTY
Franklin County Engineer's Office
970 Dublin Road
Columbus, Ohio 43215

or such other address of which the COUNTY shall have given notice.

- 3.2. Counterparts: This Agreement may be executed in two or more counterparts each of which shall constitute a duplicate original and all of which shall constitute one and the same agreement.
- 3.3. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties hereto. Neither the COUNTY nor NEW ALBANY may assign its rights, duties or obligations under this Agreement to any other person, partnership, corporation or other entity, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 3.4. Governing Law and Venue: This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Ohio and the venue shall be in Franklin County Common Pleas Court, Ohio.
- 3.5. Construction: If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
- 3.6. Waiver: The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
- 3.7. Entire Agreement, Modification: This Agreement contains the entire agreement of the parties. It may not be modified orally, but only by agreement in writing signed by both parties. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.
- 3.8. Termination: This Agreement may only be terminated as follows:
- 3.8.1 By written mutual agreement of the Parties hereto with sixty (60) days' notice, such agreement not to be unreasonably withheld by any Party.
- 3.8.2. In the event of a material breach of this Agreement by the COUNTY, this Agreement shall terminate sixty (60) days following delivery of a notice of such material breach (a "Termination Notice") from NEW ALBANY to the COUNTY, unless such material breach is cured by the COUNTY prior to the expiration of such sixty (60) day period; provided, however, if the material breach is not susceptible of a cure within such sixty (60) day period, and the COUNTY has commenced and diligently pursues such a cure, then the COUNTY shall have an additional thirty (30) days to cure the material breach prior to termination.
- 3.8.3. In the event of a material breach of this Agreement by NEW ALBANY, this Agreement shall terminate sixty (60) days following delivery of a notice of such material breach (a "Termination Notice") from the COUNTY to NEW ALBANY, unless such material breach is cured prior to the expiration of such sixty (60) day period; provided, however, if the material breach is not susceptible of a cure within such sixty (60) day period, and NEW ALBANY has commenced and diligently pursues such a cure, then NEW ALBANY shall have an additional thirty(30) days to cure the material breach prior to termination.

- 3.8.4. In the event termination occurs in accordance with the provisions of this section as a result of a breach of this Agreement by NEW ALBANY, NEW ALBANY shall abandon in place all landscape features and traffic control signs and supports if notified to do so by the COUNTY within twenty (20) business days after the Termination Date.
- 3.8.5. In the event termination occurs in accordance with the provisions of this section as a result of a breach of this Agreement by the COUNTY, NEW ALBANY may, elective as of the Termination Date, abandon all features and improvements in place, in which case NEW ALBANY shall have no further obligations regarding such features and improvement.

In witness whereof, the parties hereto have set their signatures:

FRANLIN COUNTY

Witness: _____

By: _____
Cornell R. Robertson, P.E., P.S.
Franklin County Engineer

Date: _____

CITY OF NEW ALBANY

Witness: _____

By: _____
Joseph Stefanov
City Manager

Date: _____

Approved as to form:

Law Director – City of New Albany

EXHIBIT A

Estimated Construction Cost							
Morse Road at Babbitt Road							
9/2/2021							
Category	Reference #	Item #	Description	Quantity	Unit	Unit Price	Total
Water Work	470	COL801	16" Water Main Ductile Iron Pipe and Fittings, Class 52	342	FT	\$175.00	\$59,850.00
Water Work	475	COL802	6" Valve and Appurtenances	1	EA	\$900.00	\$900.00
Water Work	480	COL802	16" Valve and Appurtenances	1	EA	\$3,000.00	\$3,000.00
Water Work	485	638E98000	Water Work, Misc.: Hydra-Shield V-Lock	1	EA	\$500.00	\$500.00
Water Work	490	638E98100	Water Work, Misc.: Water Survey Coordinate Table	1	LS	\$1,000.00	\$1,000.00
Water Work	N/A	SPEC	Contingency	1	LS	\$19,750.00	\$19,750.00
				Grand Total			\$85,000.00

EXHIBIT B

Morse Road and Babbitt Road Roundabout Improvement Plans and Bid Documents