



ORDINANCE O-25-2021

APPROPRIATION AMENDMENT ORDINANCE

AN ORDINANCE TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021, TRANSFER AND ADVANCE FUNDS FROM THE GENERAL FUND, AND TO ESTABLISH THE LOCAL FISCAL RECOVERY FUND

WHEREAS, in December 2020, the 2021 Annual Budget Program and the related permanent appropriations were adopted by council; and

WHEREAS, it is necessary to make adjustments to the 2021 appropriations to ensure compliance with budgetary requirements and reflect proposed and actual spending; and

WHEREAS, in December 2020, upon the recommendation of the finance director and city manager, council opted to postpone end-of-year transfers from the General Fund in order to more accurately assess the availability of general fund revenue for transfer in light of the global pandemic and its potential effect on income tax revenue; and

WHEREAS, upon the close of 2020 fiscal year and currently projected for the close of 2021 fiscal year, the General Fund balance exceeds the city's 60-65% General Fund reserve goal;

WHEREAS, council desires to transfer a portion of the General Fund available cash balance that exceeds the amount of the city's reserve goal to capital funds in order to provide funding for capital projects that will be undertaken in 2021 and future years;

WHEREAS, council desires to advance a portion of the General Fund available cash balance that exceeds the amount of the city's reserve goal to various tax increment financing (TIF) funds to pay off or down related high interest infrastructure loans;

WHEREAS, council desires to return monies advanced from the General Fund as TIF revenue is received in future years in various TIF funds;

WHEREAS, it is necessary to establish the Local Fiscal Recovery fund to receive funding disbursed by the State of Ohio in relation to the "American Rescue Plan Act of 2021" (ARP); and

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. City Council hereby authorizes an appropriation of the unappropriated balance of the following funds:

| Fund | Department | Category | Increase/ (Decrease) |
|--|-------------------------|------------------------------------|---------------------------------|
| 101 - General | Police | Operating and Contractual Services | \$ 315,500 |
| 101 - General | Administrative Services | Operating and Contractual Services | 30,000 |
| 101 - General | Finance | Operating and Contractual Services | 200,000 |
| 101 - General | N/A | Transfers & Other Financing Uses | 8,000,000 |
| 218 - DUI Grant | Police | Personal Services | 6,000 |
| 222 - Economic Development - NACA | Community Development | Operating and Contractual Services | 300,000 |
| 236 - Ealy Crossing TIF | General Administration | Operating and Contractual Services | 90,000 |
| 240 - Oxford TIF | General Administration | Operating and Contractual Services | 245,074 |
| 241 - Schleppi Residential TIF | General Administration | Operating and Contractual Services | 2,571,828 |
| 259 - Village Center II TIF | General Administration | Operating and Contractual Services | 1,635,000 |
| 272 - Local Fiscal Recovery (ARP) | General Administration | Operating and Contractual Services | 572,622 |
| 401 - Capital Improvement | Finance | Operating and Contractual Services | 20,000 |
| 401 - Capital Improvement | N/A | Capital | 4,000,000 |
| 404 - Park Improvement | Finance | Operating and Contractual Services | 10,000 |
| 410 - Infrastructure Replacement Fund | Finance | Operating and Contractual Services | 1,500 |
| 415 - Capital Equipment Replacement | N/A | Capital | 70,000 |
| 417 - Oak Grove II Infrastructure Fund | Finance | Operating and Contractual Services | 25,000 |
| 422 - Economic Development Capital | N/A | Capital | 500,000 |
| Total Appropriation Amendments | | | \$ 18,592,524 |

Section 2. City Council hereby authorizes the transfer of funds from the General Fund to the Capital Improvements Fund in the amount of \$4,000,0000.

Section 3. City Council hereby authorizes the advance of funds from the General fund to the following funds:

| Fund | Increase/ (Decrease) |
|--------------------------------|---------------------------------|
| 240 - Oxford TIF | \$ 444,010 |
| 241 - Schleppi Residential TIF | 2,571,828 |
| 259 - Village Center II TIF | 984,162 |
| Total Advances | 4,000,000 |

Section 4. Council hereby authorizes the establishment of the Local Fiscal Recovery special revenue fund to facilitate the management of expenditures of grant monies received in relation to the “American Rescue Plan Act of 2021” (ARP).

Section 5. 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 6. Pursuant to Article VI, Section 6.07(B) of the charter of the City of New Albany, this ordinance shall be in 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: 06/28/2021
Introduced: 07/06/2021
Revised: 07/09/2021
Adopted:
Effective:



ORDINANCE O-26-2021

AN ORDINANCE TO APPROVE THE FINAL PLAT FOR 36 SINGLE FAMILY LOTS ON 29.869 +/- ACRES AND ACCEPT RESERVES "A", "B", "C", "E", and "F" FOR NEW ALBANY COUNTRY CLUB SECTION 30 GENERALLY LOCATED NORTH AND WEST OF LAMBTON PARK AND SOUTH OF BRANDON ROAD, AS REQUESTED BY THE NEW ALBANY COMPANY C/O AARON UNDERHILL, ESQ.

WHEREAS, an application to approve the New Albany Country Club section 30 final plat has been submitted; and

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

WHEREAS, the New Albany Planning Commission, after review during a public meeting on June 21, 2021, recommended approval of this final plat (FPL-61-2021); and

WHEREAS, the New Albany Country Club section 30 final plat includes approximately 29.869 +/- acres of land to be subdivided into 36 residential lots in addition to the public streets; and

WHEREAS, the 29.869 acre New Albany Country Club section 30 final plat includes approximately 6.208 +/- acres of parkland and open space; and

WHEREAS, The New Albany Country Club section 30 final plat includes the commitment to dedicate reserves A, B, C, E and F to the city for public parkland and open space; and

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

WHEREAS, the city engineer certifies that the New Albany Country Club section 30 final plat meets all the requirements of Chapter 1187 of the Codified Ordinances, stormwater management, design requirements and will meet all other requirements of the city.

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

Section 1. The said New Albany Country Club section 30 final plat is attached to this resolution as Exhibit A and made a part herein is approved.

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

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

Section 4. Pursuant to Article 6.07(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: 07/02/2020

Introduced: 07/20/2020

Revised:

Adopted:

Effective:

Exhibit A - O-26-2021

NEW ALBANY COUNTRY CLUB
SECTION 30

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Quarter Township 3, Township 2, Range 16, United States Military Lands, containing 29.869 acres of land, more or less, said 29.869 acres being comprised of a resubdivision of Reserve "C" of the subdivision entitled "The New Albany Country Club Section 11", of record in Plat Book 82, Page 72, a resubdivision of Reserve "C" of the subdivision entitled "The New Albany Country Club Section 15A", of record in Plat Book 86, Page 67, said Reserves being conveyed to **THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.** by deed of record in Instrument Number 200406080131113, and part of that tract of land conveyed to **THE NEW ALBANY COMPANY LLC** by deed of record Instrument Number 201009020114195, Recorder's Office, Franklin County, Ohio.

The undersigned, **THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, an Ohio not-for-profit corporation, by **BRENT B. BRADBURY**, Treasurer, and **THE NEW ALBANY COMPANY LLC**, a Delaware limited liability company, by **BRENT B. BRADBURY**, Chief Financial Officer, owners of the lands platted herein, duly authorized in the premises, do hereby certify that this plat correctly represents their "**NEW ALBANY COUNTRY CLUB SECTION 30**", a subdivision containing Lots numbered 1 to 36, both inclusive, and areas designated as Reserve "A", Reserve "B", Reserve "C", Reserve "D", Reserve "E" and Reserve "F", do hereby accept this plat of same and dedicate to public use, as such, all of Baughman Grant, Head of Pond Court and Head of Pond Road.

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

In Witness Whereof, **BRENT B. BRADBURY**, Treasurer of **THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, has hereunto set his hand this _____ day of _____, 20__.

Signed and Acknowledged In the presence of: **THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**
By **BRENT B. BRADBURY**, Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **BRENT B. BRADBURY**, Treasurer of **THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **THE NEW ALBANY COUNTRY CLUB COMMUNITY ASSOCIATION, INC.**, for the uses and purposes expressed herein.

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

In Witness Whereof, **BRENT B. BRADBURY**, Chief Financial Officer of **THE NEW ALBANY COMPANY LLC**, has hereunto set his hand this _____ day of _____, 20__.

Signed and Acknowledged In the presence of: **THE NEW ALBANY COMPANY LLC**
By **BRENT B. BRADBURY**, Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **BRENT B. BRADBURY**, Chief Financial Officer of **THE NEW ALBANY COMPANY LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **THE NEW ALBANY COMPANY LLC** for the uses and purposes expressed herein.

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

Approved this _____ Day of _____, 20__
Mayor, _____ New Albany, Ohio
Approved this _____ Day of _____, 20__
City Engineer, _____ New Albany, Ohio
Approved this _____ Day of _____, 20__
Council Representative to Planning Commission, _____ New Albany, Ohio
Approved this _____ Day of _____, 20__
Chairperson, Planning Commission, _____ New Albany, Ohio
Approved this _____ Day of _____, 20__
Finance Director, _____ New Albany, Ohio

Approved and accepted by Resolution No. _____, passed _____, 20__, by the Council for the City of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to _____, 20__.

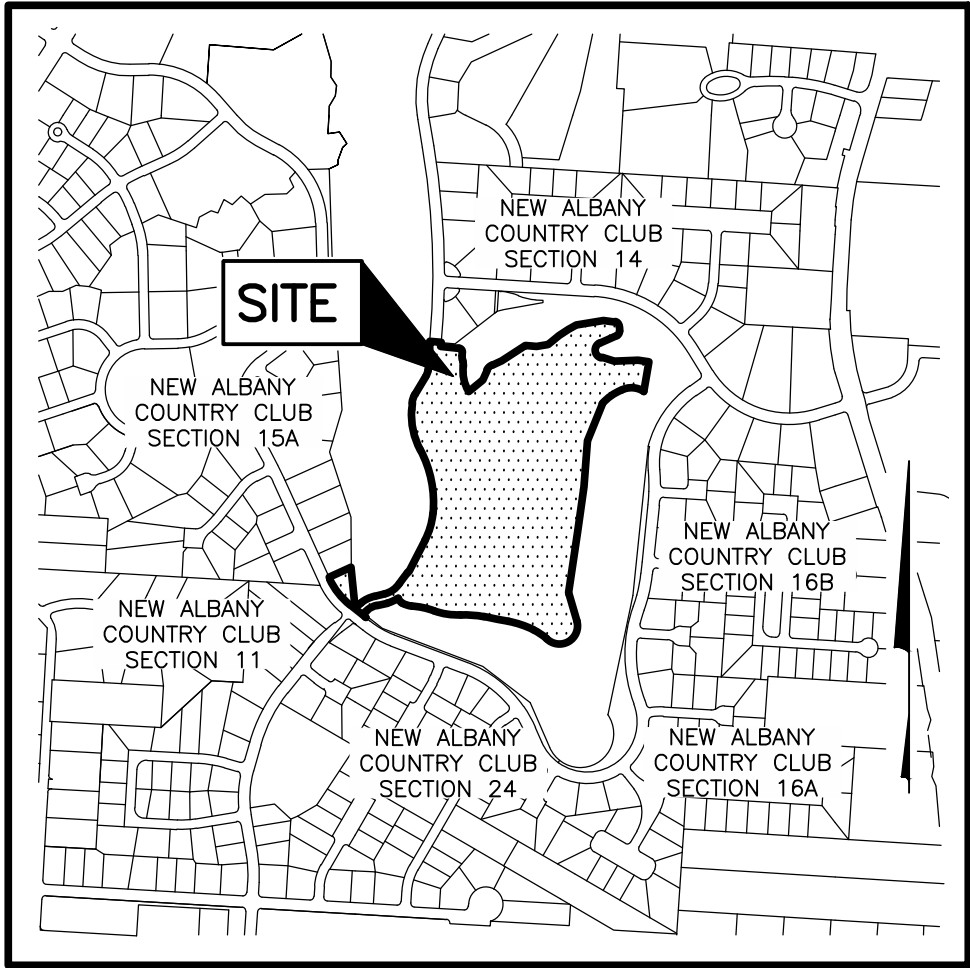
Transferred this ____ day of _____, 20__.
Auditor, _____ Franklin County, Ohio
Deputy Auditor, _____ Franklin County, Ohio

Filed for record this ____ day of _____, 20__ at _____ M. Fee \$ _____
Recorder, _____ Franklin County, Ohio

File No. _____

Recorded this ____ day of _____, 20__.
Deputy Recorder, _____ Franklin County, Ohio

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 6", of record in Plat Book 76, Pages 54 and 55, Recorders Office, Franklin County, Ohio. On said plat of record, a portion of the centerline of Yantis Drive is shown as having a bearing of North 12°54' 44" East.

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

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

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

SURVEYED & PLATTED
BY



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

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)

By _____ Date _____
Professional Surveyor No. 7865

NEW ALBANY COUNTRY CLUB
SECTION 30

NOTE "A": No determination has been made by the City of New Albany, Ohio as to whether the area proposed to be platted contains areas that could be classified as wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether wetlands exist on the area hereby platted. The City of New Albany, Ohio approval of this plat of "New Albany Country Club Section 30" does not imply any approval of the site as it may pertain to wetlands.

NOTE "B": At the time of platting, the land being platted as New Albany Country Club Section 30 is in Zone X (areas determined to be outside of the 0.2% annual chance floodplain). As said Zone is designated and delineated on the FEMA Flood insurance rate map for Franklin County, Ohio, and Incorporated areas map number 39049C0212K with effective date of June 17, 2008.

NOTE "C" - DEPRESSED DRIVEWAYS: Depressed driveways are hereby prohibited on all lots in New Albany Country Club Section 30. Nothing herein, however, shall prohibit the construction and use of, if otherwise permitted, a driveway alongside or to the rear of a residential structure.

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

NOTE "E" - ACREAGE BREAKDOWN: New Albany Country Club Section 30 is comprised of the following Franklin County Parcel Numbers:

| | |
|------------|-----------|
| 222-001668 | 0.154 Ac. |
| 222-002054 | 0.196 Ac. |
| 222-004458 | 29.519Ac. |

NOTE "F" - ACREAGE BREAKDOWN:

| | |
|--------------------------|------------|
| Total acreage: | 29.869 Ac. |
| Acreage in right-of-way: | 4.020 Ac. |
| Acreage in lots: | 19.641 Ac. |
| Acreage in reserves: | 6.208 Ac |

NOTE "G"- RESERVES "A","F": Reserves "A", "B", "C", "E", and "F" as designated and delineated hereon, shall be owned by the City and maintained by an association comprised of the owners of the fee simple titles to the Lots in The New Albany Country Club subdivisions. Reserve "D" as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the Lots in The New Albany Country Club subdivisions.

NOTE "H" - WETLAND PRESERVATION ZONE: The "Wetland Preservation Zone" shall forever be restricted from development with buildings, structures, and uses and the natural state of said zone shall remain undisturbed. It is also the intent and purpose of the Wetland Preservation Zone to restrict and forbid any activity or use which would as a natural consequence of such, impede or make more difficult the accomplishment of the purpose of which the said zone was created.

Additional restrictions include:

- No dumping or burning of refuse.
- No hunting or trapping.
- Natural resources of the zones shall remain undisturbed and no topsoil, sand, gravel, or rock shall be excavated, removed or graded.
- Nothing shall be permitted to occur within the Stream/Wetland Preservation Zone which would contribute to the erosion of the land and no trees shall be cut or removed, except for the removal of such dead diseased, noxious, or decayed trees or vegetation which may be required for conservation or scenic purposes, or for reasons of public safety. Any and all alterations to the Stream/Wetland Preservation Zone require the approval of the city of New Albany Community Development Department.
- No private encroachment, such as, but not limited to, dumping of trash or debris, or the installation of any type of recreation or other facility or convenience shall be permitted.

No roadway or any facility of any public utility other than existing roadways and public utility facilities or those outlined in the original plan shall be permitted to be constructed or installed in the premises.

NOTE "I": At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about New Albany Country Club Section 30 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Recorder's Office, Franklin County, Ohio.

NOTE "J" - LANDSCAPE EASEMENT: Within those areas designated "Landscape Easement" hereon, an easement is hereby reserved to create a consistent landscape planting along the rear yards of all lots backing up to the golf course. All plantings within this area are the maintenance responsibility of each individual lot owner.

| CURVE TABLE | | | | | |
|-------------|------------|----------|---------|---------------|----------------|
| CURVE NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 106°55'31" | 400.00' | 746.48' | S 48°20'52" E | 642.77' |
| C2 | 58°17'38" | 100.00' | 101.74' | N 72°39'48" W | 97.41' |
| C3 | 62°01'34" | 100.00' | 108.26' | N 12°30'12" W | 103.05' |
| C4 | 120°19'12" | 100.00' | 210.00' | N 41°39'01" W | 173.48' |
| C5 | 18°56'46" | 300.00' | 99.20' | N 37°00'37" E | 98.75' |
| C6 | 34°13'21" | 168.63' | 100.72' | N 10°25'34" E | 99.23' |
| C7 | 248°26'41" | 35.31' | 153.11' | N 62°27'46" W | 58.39' |
| C8 | 34°13'21" | 168.63' | 100.72' | S 44°38'55" W | 99.23' |
| C9 | 14°20'41" | 540.00' | 135.20' | S 1°12'014" W | 134.84' |
| C10 | 27°58'50" | 100.00' | 48.84' | N 18°09'19" E | 48.35' |
| C11 | 44°40'03" | 100.00' | 77.96' | N 54°28'45" E | 76.00' |
| C12 | 32°19'51" | 100.00' | 56.43' | S 87°01'18" E | 55.68' |
| C13 | 104°58'44" | 100.00' | 183.22' | N 56°39'16" E | 158.65' |
| C14 | 180°00'00" | 38.00' | 119.38' | N 54°28'46" E | 76.00' |
| C15 | 14°08'00" | 1080.00' | 266.41' | N 77°55'22" W | 265.73' |
| C16 | 54°54'43" | 160.00' | 153.34' | S 67°33'16" W | 147.54' |
| C17 | 6°40'37" | 560.00' | 65.26' | S 36°45'36" W | 65.22' |
| C18 | 43°14'24" | 150.00' | 113.20' | N 55°02'30" E | 110.53' |
| C19 | 25°14'29" | 150.00' | 66.08' | S 64°02'28" W | 65.55' |
| C20 | 77°10'34" | 20.00' | 26.94' | S 89°59'30" E | 24.95' |
| C21 | 51°31'54" | 185.00' | 166.39' | S 69°14'40" W | 160.84' |
| C22 | 2°16'00" | 1105.00' | 43.71' | N 83°51'22" W | 43.71' |
| C23 | 7°05'12" | 1105.00' | 136.67' | N 79°10'47" W | 136.58' |
| C24 | 4°46'48" | 1105.00' | 92.19' | N 73°14'46" W | 92.16' |
| C25 | 104°58'44" | 75.00' | 137.42' | N 56°39'16" E | 118.99' |
| C26 | 4°55'45" | 565.00' | 48.61' | S 06°37'47" W | 48.59' |
| C27 | 9°24'55" | 565.00' | 92.85' | S 13°48'07" W | 92.74' |
| C28 | 120°19'12" | 75.00' | 157.50' | N 41°39'01" W | 130.11' |
| C29 | 22°24'51" | 425.00' | 166.26' | N 89°23'48" E | 165.20' |
| C30 | 16°34'19" | 425.00' | 122.92' | S 71°06'37" E | 122.50' |
| C31 | 18°35'18" | 425.00' | 137.88' | S 53°31'48" E | 137.28' |
| C32 | 15°32'30" | 425.00' | 115.28' | S 36°27'54" E | 114.93' |
| C33 | 33°48'33" | 425.00' | 250.79' | S 11°47'23" E | 247.16' |
| C34 | 1°39'48" | 375.00' | 10.89' | S 04°17'00" W | 10.89' |
| C35 | 27°09'15" | 375.00' | 177.72' | S 10°07'31" E | 176.06' |
| C36 | 21°11'16" | 375.00' | 138.67' | S 34°17'47" E | 137.89' |
| C37 | 21°33'32" | 375.00' | 141.10' | S 55°40'11" E | 140.27' |
| C38 | 19°44'40" | 375.00' | 129.23' | S 76°19'18" E | 128.59' |
| C39 | 15°36'59" | 375.00' | 102.21' | N 85°59'53" E | 101.89' |
| C40 | 8°15'30" | 125.00' | 18.02' | S 82°19'08" W | 18.00' |
| C41 | 31°57'20" | 125.00' | 69.72' | N 77°34'27" W | 68.82' |
| C42 | 71°55'12" | 20.00' | 25.10' | N 82°26'37" E | 23.49' |
| C43 | 18°56'46" | 275.00' | 90.94' | N 37°00'37" E | 90.52' |
| C44 | 20°06'36" | 100.00' | 35.10' | N 17°28'56" E | 34.92' |
| C45 | 17°35'52" | 100.00' | 30.71' | N 01°22'18" W | 30.59' |
| C46 | 56°34'11" | 58.00' | 57.27' | S 18°06'51" W | 54.97' |
| C47 | 82°31'32" | 58.00' | 83.54' | S 87°39'43" W | 76.50' |
| C48 | 22°12'20" | 58.00' | 22.48' | N 39°58'21" W | 22.34' |
| C49 | 15°39'58" | 100.00' | 27.34' | S 35°22'13" W | 27.26' |
| C50 | 18°56'46" | 325.00' | 107.47' | N 37°00'37" E | 106.98' |
| C51 | 71°55'12" | 20.00' | 25.10' | S 10°31'25" W | 23.49' |
| C52 | 29°03'04" | 125.00' | 63.38' | N 10°54'39" W | 62.70' |

| CURVE TABLE | | | | | |
|-------------|------------|----------|---------|---------------|----------------|
| CURVE NO. | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C53 | 14°53'42" | 125.00' | 32.50' | N 11°03'44" E | 32.40' |
| C54 | 4°04'05" | 515.00' | 36.57' | S 16°28'32" W | 36.56' |
| C55 | 10°16'36" | 515.00' | 92.37' | S 09°18'12" W | 92.25' |
| C56 | 16°21'14" | 125.00' | 35.68' | N 12°20'31" E | 35.56' |
| C57 | 56°02'22" | 20.00' | 19.56' | S 07°30'03" E | 18.79' |
| C58 | 59°47'24" | 61.00' | 63.66' | N 05°37'32" W | 60.81' |
| C59 | 47°01'11" | 61.00' | 50.06' | N 47°46'45" E | 48.67' |
| C60 | 73°11'25" | 61.00' | 77.92' | S 72°06'57" E | 72.73' |
| C61 | 56°02'22" | 20.00' | 19.56' | N 63°32'26" W | 18.79' |
| C62 | 20°42'15" | 125.00' | 45.17' | S 81°12'30" E | 44.92' |
| C63 | 4°18'12" | 1055.00' | 79.24' | N 73°00'28" W | 79.22' |
| C64 | 7°29'32" | 1055.00' | 137.95' | N 78°54'20" W | 137.86' |
| C65 | 2°20'17" | 1055.00' | 43.05' | N 83°49'14" W | 43.05' |
| C66 | 21°00'31" | 135.00' | 49.50' | S 84°30'22" W | 49.22' |
| C67 | 33°54'12" | 135.00' | 79.88' | S 57°03'01" W | 78.72' |
| C68 | 6°40'37" | 535.00' | 62.35' | S 36°45'36" W | 62.31' |
| C69 | 22°26'04" | 175.00' | 68.52' | N 44°38'20" E | 68.08' |
| C70 | 5°55'47" | 125.00' | 12.94' | N 54°28'46" E | 12.93' |
| C71 | 92°57'54" | 20.00' | 32.45' | N 82°00'11" W | 29.01' |
| C72 | 180°00'00" | 27.50' | 86.39' | N 54°28'46" E | 55.00' |
| C73 | 92°57'54" | 20.00' | 32.45' | S 10°57'42" W | 29.01' |
| C74 | 4°46'25" | 265.73' | 22.14' | S 65°33'14" W | 22.13' |
| C75 | 21°38'49" | 265.73' | 100.40' | S 52°20'38" W | 99.80' |
| C76 | 5°48'34" | 310.00' | 31.43' | N 51°39'28" W | 31.42' |
| C77 | 9°34'43" | 310.00' | 51.83' | N 59°21'06" W | 51.76' |
| C78 | 10°01'37" | 530.00' | 92.75' | N 69°09'16" W | 92.63' |
| C79 | 4°39'55" | 530.00' | 43.15' | N 76°30'03" W | 43.14' |
| C80 | 6°10'58" | 500.00' | 53.96' | N 81°55'29" W | 53.93' |
| C81 | 7°57'46" | 500.00' | 69.49' | N 88°59'51" W | 69.43' |
| C82 | 5°43'04" | 350.00' | 34.93' | N 89°52'48" E | 34.91' |
| C83 | 16°20'16" | 350.00' | 99.80' | S 79°05'32" E | 99.46' |
| C84 | 1°14'29" | 350.00' | 7.58' | S 70°18'10" E | 7.58' |
| C85 | 7°44'45" | 375.00' | 50.70' | N 23°45'52" E | 50.66' |
| C86 | 14°25'07" | 375.00' | 94.37' | N 12°40'56" E | 94.12' |
| C87 | 3°39'34" | 585.00' | 37.36' | N 03°38'36" E | 37.36' |
| C88 | 12°04'43" | 585.00' | 123.33' | N 04°13'32" W | 123.10' |
| C89 | 15°02'07" | 585.00' | 153.51' | N 17°46'58" W | 153.07' |
| C90 | 2°46'38" | 585.00' | 28.36' | N 26°41'21" W | 28.35' |
| C91 | 21°37'24" | 390.00' | 147.19' | S 17°15'58" E | 146.31' |
| C92 | 10°22'31" | 390.00' | 70.62' | S 01°16'00" E | 70.53' |
| C93 | 19°46'10" | 200.00' | 69.01' | S 01°40'59" E | 68.67' |
| C94 | 20°52'52" | 200.00' | 72.89' | S 22°00'30" E | 72.49' |
| C95 | 1°06'42" | 200.00' | 3.88' | S 31°53'35" E | 3.88' |
| C96 | 21°53'42" | 50.00' | 19.11' | N 21°30'05" W | 18.99' |
| C97 | 36°52'12" | 145.00' | 93.31' | S 87°24'40" E | 91.71' |
| C98 | 27°57'18" | 145.00' | 70.75' | N 60°10'36" E | 70.05' |
| C99 | 70°10'04" | 145.00' | 177.58' | N 81°16'59" E | 166.69' |
| C100 | 5°20'35" | 145.00' | 13.52' | S 66°18'16" E | 13.52' |
| C101 | 132°38'42" | 4.50' | 10.42' | S 62°27'46" E | 8.24' |
| C102 | 10°32'42" | 179.63' | 33.06' | N 01°24'46" W | 33.01' |
| C103 | 248°26'41" | 24.31' | 105.41' | N 62°27'46" W | 40.20' |
| C105 | 10°32'42" | 179.63' | 33.06' | S 56°29'14" W | 33.01' |

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S08°01'02"W | 21.02' |
| L2 | N56°31'22"W | 31.97' |
| L3 | N36°34'29"W | 29.21' |
| L4 | N19°02'05"W | 31.25' |
| L5 | N11°09'07"W | 56.04' |
| L6 | N05°00'33"W | 66.13' |
| L7 | N03°19'36"E | 73.36' |
| L8 | N11°48'12"E | 43.61' |
| L9 | N16°18'59"E | 60.17' |
| L10 | N23°19'38"E | 68.29' |
| L11 | N32°15'48"E | 35.12' |
| L12 | N54°24'32"E | 37.99' |
| L13 | N79°36'20"E | 41.10' |
| L14 | N08°57'14"E | 22.19' |
| L15 | S06°57'14"W | 20.45' |
| L16 | S79°33'08"E | 56.09' |
| L17 | S45°47'49"E | 23.18' |
| L18 | S28°38'35"W | 39.79' |
| L19 | S25°24'00"W | 59.92' |
| L20 | S15°21'29"W | 41.90' |
| L21 | S07°47'21"E | 46.35' |
| L22 | S00°30'14"W | 48.79' |
| L23 | S13°07'52"W | 37.35' |
| L24 | S20°55'35"W | 48.68' |
| L25 | S08°23'00"W | 23.12' |
| L26 | S07°07'03"E | 100.32' |
| L27 | S07°27'09"W | 74.78' |
| L28 | N82°34'28"W | 56.33' |
| L29 | S67°51'34"W | 102.50' |
| L30 | S67°51'34"W | 42.97' |

Ⓐ Δ=90°00'00" R=20.00'
Arc=31.42'
ChBrg=S39°53'08"E
Ch=28.28'

Ⓑ Δ=23°52'01" R=50.00'
Arc=20.83'
ChBrg=S06°49'08"E
Ch=20.68'

Ⓒ Δ=26°57'15" R=50.00'
Arc=23.52'
ChBrg=S05°16'31"E
Ch=23.31'

Ⓓ Δ=39°32'20" R=200.00'
Arc=138.02'
ChBrg=S11°34'04"E
Ch=135.29'

Ⓔ Δ=46°27'58" R=50.00'
Arc=40.55'
ChBrg=N47°15'41"E
Ch=39.45'

Ⓕ Δ=79°13'06" R=25.00'
Arc=34.57'
ChBrg=N42°45'10"W
Ch=31.88'

Ⓖ Δ=69°04'41" R=25.00'
Arc=30.14'
ChBrg=S31°23'43"W
Ch=28.35'

Ⓖ Δ=139°07'55" R=40.00'
Arc=97.13'
ChBrg=S03°37'54"E
Ch=74.97'

Ⓙ Δ=25°14'29" R=125.00'
Arc=55.07'
ChBrg=S64°02'28"W
Ch=54.62'

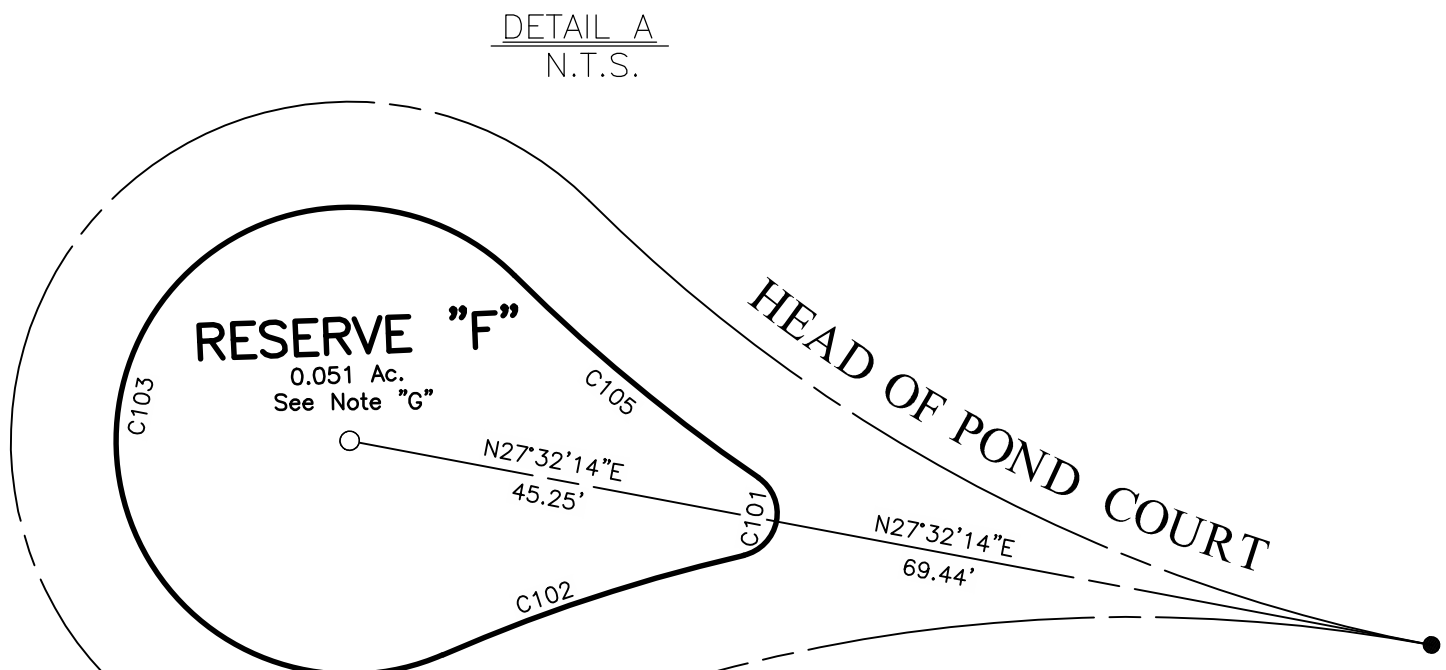
Ⓚ S51°25'13"W
10.26'

Ⓚ Δ=102°49'26" R=20.00'
Arc=35.89'
ChBrg=S00°00'30"W
Ch=31.27'

Ⓚ Δ=43°14'24" R=125.00'
Arc=94.34'
ChBrg=N55°02'30"E
Ch=92.11'

Ⓚ Δ=6°40'37" R=585.00'
Arc=68.17'
ChBrg=N36°45'36"E
Ch=68.13'

Ⓚ Δ=3°22'48" R=185.00'
Arc=10.91'
ChBrg=N41°47'19"E
Ch=10.91'



NEW ALBANY COUNTRY CLUB
SECTION 30

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

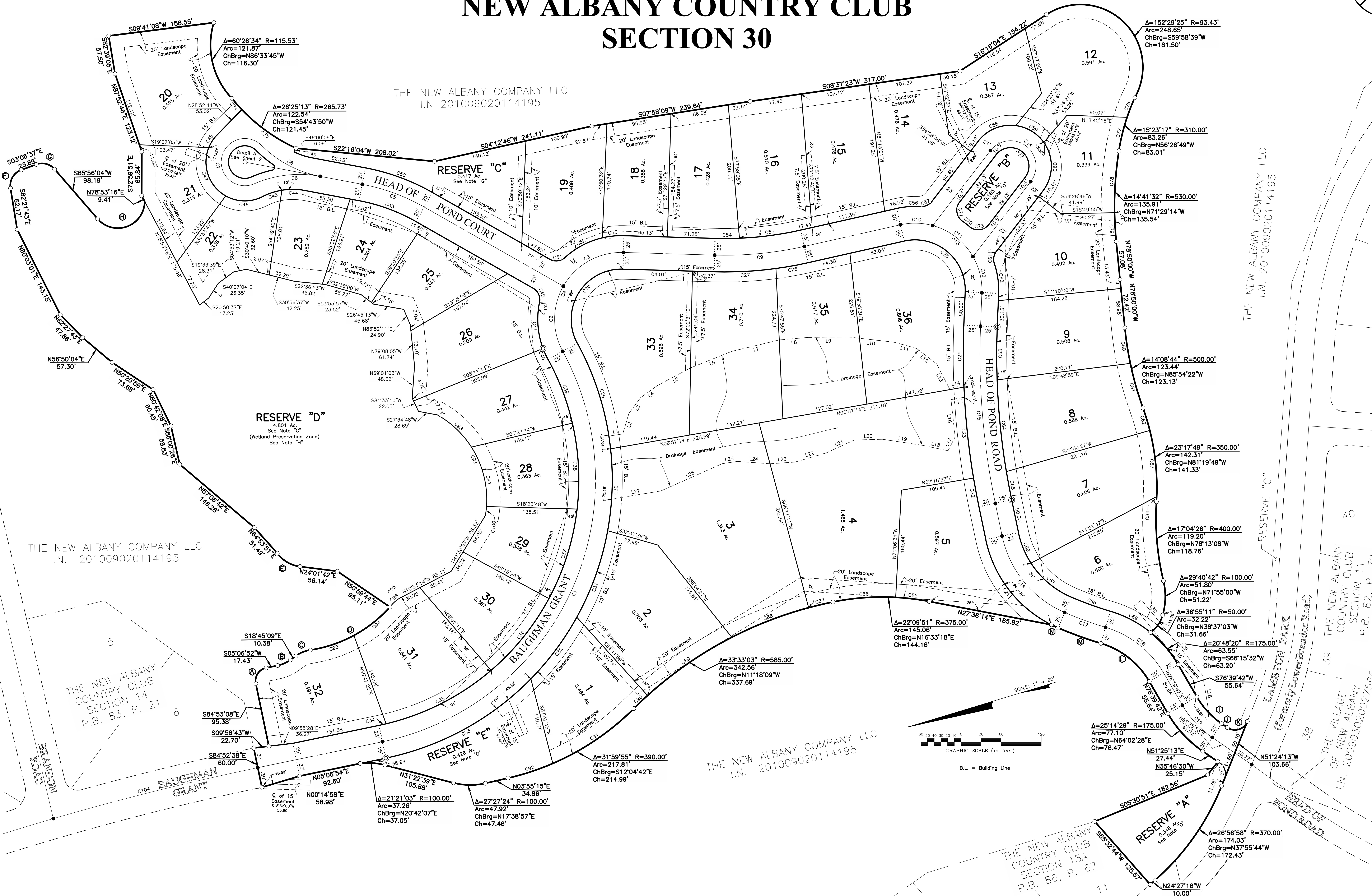
THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

THE NEW ALBANY
COUNTRY CLUB
SECTION 14
P.B. 83, P. 21

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

THE NEW ALBANY
COUNTRY CLUB
SECTION 15A
P.B. 86, P. 67

THE NEW ALBANY
COUNTRY CLUB
SECTION 11
P.B. 82, P. 72



I:\2020\095\DWG\CAD\SECTION\PLAT\20201095-VS-PLA-SEC30.DWG plotted by KIRK, MATTHEW on 6/29/2021 8:28:59 AM
Note: 2/20/21 2:50 PM & 2/20/21 2:50 PM I.N. 201009020114195



ORDINANCE O-27-2021

AN ORDINANCE TO ACCEPT A 3.262 ACRE ENVIRONMENTAL COVENANT AREA AS REQUESTED BY THE NEW ALBANY COMPANY, LLC

WHEREAS, The New Albany Company, LLC “the Owner” is the owner of certain real property, which contains the Covenant Area and is situated in Franklin County, Ohio, in the Blacklick Creek Watershed; and,

WHEREAS, the City of New Albany has proposed to construct a certain project on other certain real property, located within Franklin County, Ohio, (“Project”), which impacts certain surface water features located on the property and approvals for the project required that City of New Albany, Ohio obtain permits from the Ohio EPA and U.S. Army Corps of Engineers; and,

WHEREAS, in order to mitigate such impacts and as a condition of the environmental permits, the Ohio EPA and U.S. Army Corps of Engineers have required that City of New Albany obtain mitigation property and protect this property in perpetuity with an environmental covenant; and,

WHEREAS, the city will be the recipient (Holder) of the environmental covenant area totaling 3.262 acres; and,

WHEREAS, the city will benefit from this dedication of environmental covenant area.

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 environmental covenant area totaling 3.262 acres as described and depicted on Exhibit A.

Section 2. 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 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: 07/09/2021

Introduced: 07/20/2021

Revised:

Adopted:

Effective:

**To be recorded with Deed
Records - R.C. Section 317.08**

ENVIRONMENTAL COVENANT

This Environmental Covenant ("Covenant") is entered into pursuant to Ohio Revised Code ("R.C.") Sections 5301.80 to 5301.92 by The New Albany Company, LLC, a Limited Liability Company (the "Owner"), having an address of 8000 Walton Parkway, Suite 120, New Albany, Ohio 43054 and the City of New Albany, Ohio, a municipal corporation (the "Holder"), having an address of 99 W Main St, New Albany, Ohio 43054, and the Ohio Environmental Protection Agency ("Ohio EPA"), as a non-holder agency, for the purpose of subjecting certain property ("the Covenant Area") to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property, which contains the Covenant Area and is situated in Franklin County, Ohio, in the Blacklick Creek watershed;

WHEREAS, the City of New Albany, Ohio has proposed to construct a certain project on certain other real property, located in Franklin County, Ohio ("Project"), which Project impacts certain surface water features located on the City of New Albany, Ohio property and the approvals for which project required that City of New Albany, Ohio obtain 401 water quality certification (401 WQC) pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341 from Ohio EPA and 404 permit coverage from the Army Corps of Engineers (the "Army Corps");

WHEREAS, in order to mitigate such impacts on the City of New Albany, Ohio property and as a condition of being issued the 401 WQC and 404 permit, Ohio EPA ID No. 207094A (401 WQC and 404 permit), the Ohio EPA and Army Corps have required that City of New Albany, Ohio obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

WHEREAS, to meet the conditions in the 401 WQC and 404 permit, City of New Albany, Ohio has entered into an agreement with the Owner which provides, among other things, that City of New Albany, Ohio will construct and implement the mitigation

requirements contained in the 401 WQC and 404 permit and the mitigation plan on a specific area ("the Covenant Area") of the Owner's property;

WHEREAS, the Covenant Area possesses substantial value in conserving and protecting the physical, biological and chemical integrity of Wetland B, a Category 3 wetland and is important in the protection of the existing or designated use of the waters of the state pursuant to § 303 of the Clean Water Act, 33 U.S.C. § 1313 and § 6111.041 of the Ohio Water Pollution Control Act. The specific conservation values (hereinafter "Conservation Values") of the Covenant Area have been documented in a document entitled "BCTS: Part 2B & Part 3, Section 401 WQC Application & BCTS: Phase 2B & Phase 3 Nationwide Permit Application, Proposed City of New Albany, Ohio project, Plain Township, Franklin, Ohio, November 24, 2020 & September 28, 2020" (the "Permit Application Documents").

WHEREAS, City of New Albany, Ohio proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Covenant.

Now therefore, Owner and Holder and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to R.C. Sections' 5301.80 to 5301.92.
2. Covenant Area. The Covenant Area is an approximately 3.262 acre tract of real property; located at in the SE corner of parcel ID: 222-004970-00, in Franklin County, Ohio, and more particularly described in Exhibit A [legal description of the parcel(s)], Exhibit B [metes and bounds survey], Exhibit C [aerial image with covenant boundary] attached hereto and hereby incorporated by reference herein ("the Covenant Area").
3. The Owner is the fee simple owner of the Covenant Area.
4. The Holder is the holder of this Covenant.
5. Activity and Use Limitations. As part of the conditions set forth in the 401 WQC and 404 Permit issued to City of New Albany, Ohio and given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations on the Covenant Area:

Division: Any division or subdivision of the Covenant Area is prohibited;

Commercial Activities: Commercial development or industrial activity on the Covenant Area is prohibited;

Construction: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited, other than construction activities that are authorized by the Permit Application Documents approved by the Ohio EPA;

Cutting and Other Control of Vegetation: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited, other than the removal or control of invasive and noxious species and control activities that are authorized by the Permit Application Documents approved by the Ohio EPA;

Land Surface Alteration: The removal of soil, sand, gravel, rock, minerals or other materials from the Covenant Area, or doing any act that would alter the topography of the Property shall be prohibited;

Dumping: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and

Water Courses: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area, other than as part of activities that are authorized by the Permit Application Documents approved by the Ohio EPA.

Recreational Trails and Vehicles: Recreational uses that disturb or compact the soils or destroy or inhibit growth of vegetation are prohibited;

Utilities: Construction of utilities on the Covenant Area shall be prohibited. Underground or above-ground utilities may only be constructed if no other alternative is available and Ohio EPA has approved the exception;

Other Activities: Each and every other activity or construction project which might endanger the natural, scenic, biological, ecological integrity of the Covenant Area shall be prohibited, other than as part of activities that are authorized by the Permit Application Documents approved by the Ohio EPA.

6. Running with the Land. This Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to R.C. Section 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Covenant may be enforced pursuant to R.C. Section 5301.91 or other applicable law. Failure to timely enforce compliance with this Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and the Holder or its agents the right of access to the Covenant Area in connection with the implementation or Enforcement of this Covenant.

9. Compliance Reporting. Owner and any Transferee shall submit to Ohio EPA, upon request by the Ohio EPA, written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recorded location of this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED_____, 20__, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____COUNTY RECORDER ON _____, 20__, IN [DOCUMENT ____, or BOOK____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

[In the notice, restate the activity and use restrictions from Paragraph 5 of this Covenant]

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Covenant Area. Owner's notice shall include the name, address and telephone number of the Transferee, and a copy of the original document that imposed restrictions on the Covenant Area.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- a. that the Owner is the sole owner of the Covenant Area;
- b. that the Owner holds fee simple title to the Covenant Area that is free, clear and unencumbered and, for example, is not subject to any utility,

road or other easement;

- c. that the Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and
- d. that this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party or by which Owner may be bound or affected.

12. Amendment or Termination. This Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder[s], and the Ohio EPA, pursuant to R.C. 5301.89 or 5301.90 and other applicable law. "Amendment" means any changes to the Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Covenant. Amendment or termination shall not affect City of New Albany, Ohio obligations pursuant to the 401 WQC and 404 permit.

This Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder[s], and the Owner[s] or Transferee[s] of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Covenant, the Owner[s] or Transferee[s] shall file such instrument for recording with the Franklin County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Covenant, the Owner shall file this Covenant for recording, in the same manner as a deed to the property, with the Franklin County Recorder's Office.

16. Effective Date. The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded as a deed record for the Covenant Area with the Franklin County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file- and date-stamped copy of the recorded Covenant to Ohio EPA;

18. Notice. Unless otherwise notified in writing by or on behalf of the current owner or Ohio EPA, any document or communication required by this Covenant shall be submitted to:

Ohio EPA
Division of Surface Water
Mitigation Compliance
P.O. Box 1049
Columbus, Ohio 43216-1049

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representative of the Owner and Holder represent and certify that they are authorized to execute this Covenant.

This document was prepared by the Ohio EPA and: **The City of New Albany.**

IT IS SO AGREED:

OWNER:

By: _____

William Ebbing

Title: _____

Date: _____

| | | |
|--------------------|---|-----|
| State of Ohio |) | |
| |) | ss: |
| County of Franklin |) | |

Before me, a notary public, in and for said county and state, personally appeared, _____, a duly authorized representative of _____, who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this _____ day of _____, 20____.

Notary Public

HOLDER:

By: _____

Joseph F. Stefanov

Title: _____

Date: _____

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared,
_____, a duly authorized representative of _____,
who acknowledged to me that *[he/she]* did execute the foregoing instrument on behalf of
_____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this
_____ day of _____, 20_____.

Notary Public

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: _____

Laurie A. Stevenson, Director

Date: _____

| | | |
|--------------------|---|-----|
| State of Ohio |) | |
| |) | ss: |
| County of Franklin |) | |

Before me, a notary public, in and for said county and state, personally appeared,
Laurie A. Stevenson, the Director of Ohio EPA, who acknowledged to me that she did
execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this
_____ day of _____, 20_____.

Notary Public

Exhibit A
Legal Description of Property

**ENVIRONMENTAL COVENANT AREA
3.262 ACRES**

Situate in the State of Ohio, County of Franklin, City of New Albany, lying in Quarter Township 4, Township 2, Range 16, United States Military District, being on, over, and across that 26.169 acre tract conveyed to New Albany Powergrid LLC by deed of record in Instrument Number 201903130028215, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, in the line common to said Franklin and Licking Counties, at the northerly common corner of said 26.169 acre tract and that 35.000 acre tract conveyed to Columbus Southern Power Company by deed of record in Instrument Number 200603160007394 (Licking County Recorder);

Thence South 03° 41' 47" West, with said County line, the line common to said 26.169 and 35.000 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;

Thence North 85° 55' 23" West, with the line common to said 26.169 and 25.849 acre tracts, a distance of 28.22 feet to the TRUE POINT OF BEGINNING;

Thence North 85° 55' 23" West, with said common line, a distance of 617.62 feet to a point;

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

North 04° 04' 37" East, a distance of 68.00 feet to a point;

North 52° 45' 15" East, a distance of 345.02 feet to a point;

South 69° 31' 29" East, a distance of 86.55 feet to a point;

South 77° 38' 30" East, a distance of 79.93 feet to a point;

North 82° 21' 53" East, a distance of 46.89 feet to a point;

North 78° 35' 37" East, a distance of 65.11 feet to a point;

North 85° 16' 16" East, a distance of 31.09 feet to a point;

North 73° 17' 16" East, a distance of 40.84 feet to a point;

South 03° 41' 47" West, a distance of 283.61 feet to a point; and

South 32° 58' 15" East, a distance of 28.10 feet to the TRUE POINT OF BEGINNING, containing 3.262 acres, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 5/3/21

Heather L. King
Professional Surveyor No. 8307

Exhibit B
Metes and Bounds Survey



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

ENVIRONMENTAL COVENANT AREA

QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16

UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2020-0977 Sheet No: 1 of 1

INNOVATION CAMPUS WAY WEST
P.B. 126, P. 90

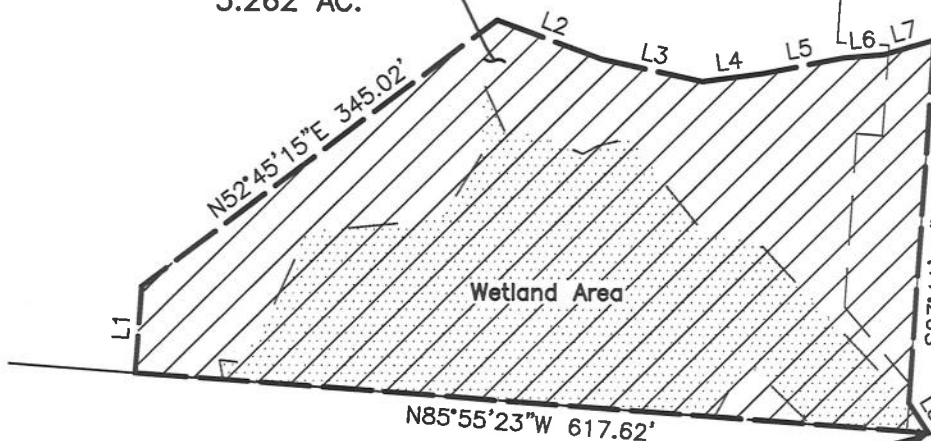
LOT 21 SECTION 11
QUARTER TOWNSHIP 1

LOT 33
QUARTER TOWNSHIP 2

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N04°04'37"E | 68.00' |
| L2 | S69°31'29"E | 86.55' |
| L3 | S77°38'30"E | 79.93' |
| L4 | N82°21'53"E | 46.89' |
| L5 | N78°35'37"E | 65.11' |
| L6 | N85°16'16"E | 31.09' |
| L7 | N73°17'16"E | 40.84' |
| L8 | S32°58'15"E | 28.10' |

NEW ALBANY
POWERGRID LLC
26.169 AC. (DEED)
I.N. 201903130028215

Environmental
Covenant Area
3.262 AC.



ABERCROMBIE & FITCH
MANAGEMENT CO.
25.849 AC. (DEED)
I.N. 201012230175458

N85°55'23"W 28.22'

S03°41'47"W 847.19'

COLUMBUS SOUTHERN POWER COMPANY
35.000 AC. (DEED)
I.N. 200603160007394



By

Heather L. King
Professional Surveyor No. 8307
hking@emht.com

Date

5/3/21

0 150
SCALE (in feet)

I:\20200977\DWG\04SHEETS\EASEMENTS\20200977-VS-ESMT-CONS-01.DWG plotted by KING, HEATHER on 5/3/2021 4:18:31 PM last saved by HKING on 5/3/2021 4:17:28 PM

Exhibit C
Aerial Image of Covenant Area



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43264
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

ENVIRONMENTAL COVENANT AREA

QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16

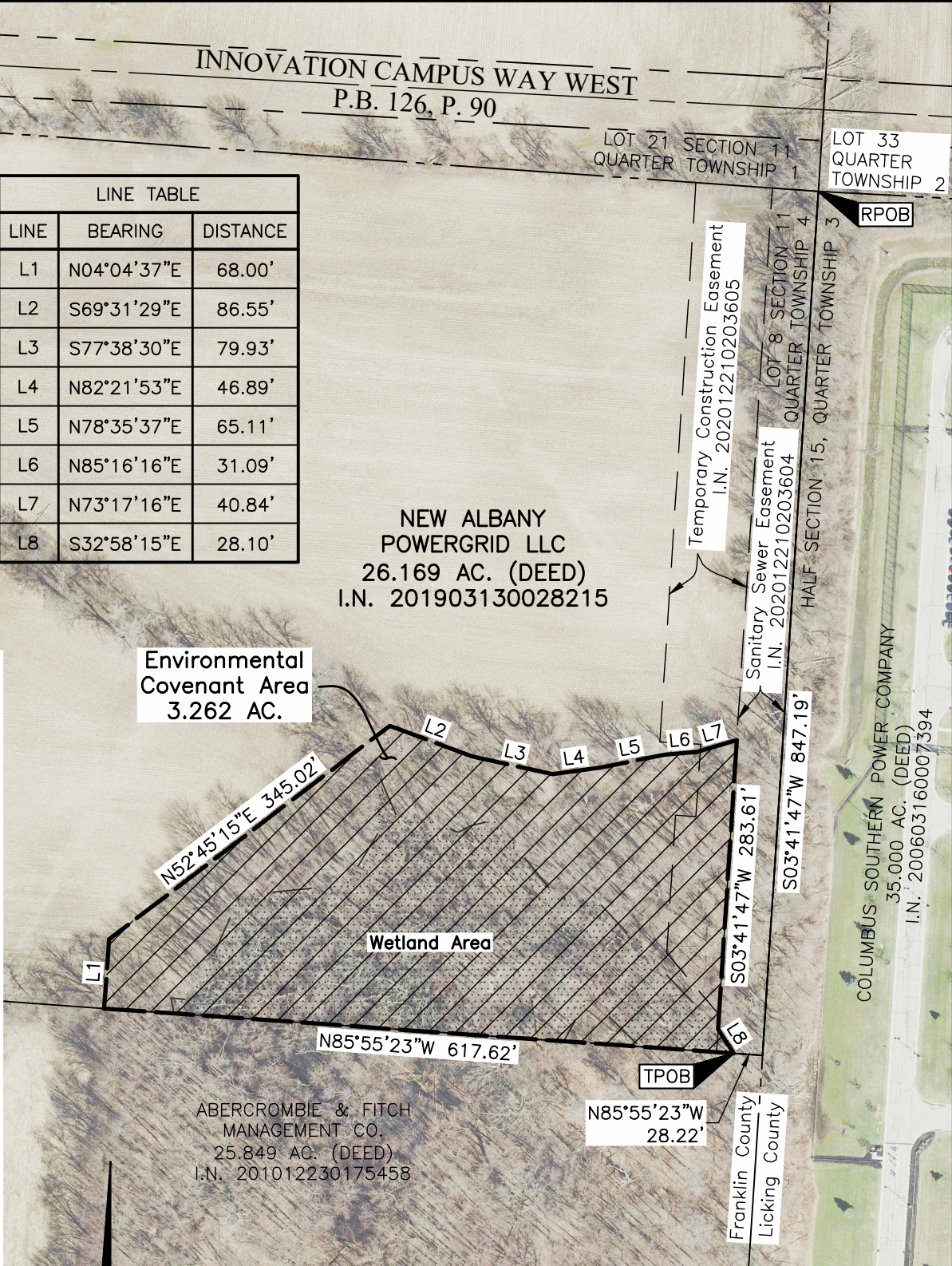
UNITED STATES MILITARY DISTRICT

CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2020-0977 Sheet No: 1 of 1

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N04°04'37"E | 68.00' |
| L2 | S69°31'29"E | 86.55' |
| L3 | S77°38'30"E | 79.93' |
| L4 | N82°21'53"E | 46.89' |
| L5 | N78°35'37"E | 65.11' |
| L6 | N85°16'16"E | 31.09' |
| L7 | N73°17'16"E | 40.84' |
| L8 | S32°58'15"E | 28.10' |

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Xrefs:





ORDINANCE O-28-2021

AN ORDINANCE TO AMEND A CONSERVATION EASEMENT GENERALLY LOCATED NORTH OF SMITHS MILL ROAD AND WEST OF BEECH ROAD, INSTRUMENT NUMBER 201012230175455, TO PERMIT THE INSTALLATION OF AN UNDERGROUND SANITARY SEWER

WHEREAS, the City of New Albany requests to amend the existing conservation easement to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement; and,

WHEREAS, the purpose of the original easement was for wetland and tree preservation; and,

WHEREAS, the City of New Albany has obtained mitigation property which will be protected in perpetuity under an environmental covenant as required by the Ohio EPA and U.S. Army Corps of Engineers to mitigate impacts to areas preserved by the conservation easement; and,

WHEREAS, council is satisfied that there is good cause for such amendment and that it will not be detrimental to the general interests and shall be approved.

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 conservation easement generally located north of Smiths Mill Road and west of Beech Road, as identified as instrument number 201012230175455, is hereby amended in accordance with Exhibit A.

Section 2. 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 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: 07/09/2021

Introduced: 07/20/2021

Revised:

Adopted:

Effective:

FIRST AMENDMENT TO
CONSERVATION EASEMENT AGREEMENT

This First Amendment to Conservation Easement Agreement (this “Amendment”) is made to be effective on the last date of signature below (the “Effective Date”), by and between **Abercrombie & Fitch Management Company**, (“Grantor”), and the **City of New Albany**, a municipal corporation existing under the laws of the State of Ohio, having its address at 99 W. Main Street, New Albany, Ohio 43054 (“Grantee”).

Prior Instrument References: Instrument Number 201012230175455, Recorder’s Office, Franklin County, Ohio and Instrument Number 201010070133785; Recorder’s Office, Franklin County, Ohio and Instrument Number 201010060020027, Recorder’s Office, Licking County, Ohio.

RECITALS:

WHEREAS, Grantor and Grantee are parties to that certain Conservation Easement Agreement which is of record with the Recorder’s Office, Franklin County, Ohio as Instrument Number 201012230175455 (the “Conservation Easement Agreement”); and

WHEREAS, Grantor and Grantee desire to amend the Conservation Easement Agreement as provided in this Amendment in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing within a limited and defined portion of the real property that is burdened by the Conservation Easement Agreement, as more specifically identified herein.

NOW THEREORE, in consideration of the promises and covenants detailed in the Conservation Easement Agreement and as described below, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENT:

1. Defined Terms. All capitalized terms which are used but not defined herein shall have the meanings given to them in the Conservation Easement Agreement.
2. Partial Removal and Release. Grantor and Grantee hereby agree to remove and release from the Conservation Easement a limited portions of the real property that was previously defined as being part of the Conservation Easement Area in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing. The area being removed and released from the Conservation Easement Area constitutes a permitted Sewer Crossing within a Sanitary Sewer Easement as defined in the Conservation Easement Agreement and is identified in Attachment #1, which is attached hereto and incorporated herein by reference. The removal and release contemplated hereunder is being completed in accordance with Section 2 of the Conservation Easement Agreement.
3. Incursion. Grantor and Grantee hereby agree to allow an incursion within limited portions of the real property that was previously defined as being part of the Conservation Easement Area in order to allow for the construction, installation, operation, maintenance, repair, removal, and replacement of an underground sanitary sewer crossing. The area of an incursion within the Conservation Easement Area constitutes a permitted Sewer Crossing within a Temporary Construction Easement as defined in the Conservation Easement Agreement and is identified in Attachment #1, which is attached hereto and incorporated herein by reference. The incursion contemplated here under is being completed in accordance with Section 3 of the Conservation Easement Agreement.
4. No Other Amendments. Except as expressly provided in this Amendment, no other provisions of the Conservation Easement Agreement are being amended hereby.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment on the date(s) indicated immediately below their respective signatures.

GRANTOR:

Abercrombie & Fitch Management Company

By:_____

Print Name:_____

Title:_____

Date:_____

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2021, by _____, the _____ of Abercrombie and Fitch Management Company, on behalf of the company.

Notary Public
My Commission Expires: _____

GRANTEE:
CITY OF NEW ALBANY,
an Ohio municipal corporation

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to Form:

Mitchell Banchefsky, City Law Director

STATE OF OHIO
COUNTY OF FRANKLIN, ss.

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for said State and County, on this ____ day of _____, 2021, by _____, the _____ of the City of New Albany, an Ohio municipal corporation, on behalf of the city.

Notary Public
My Commission Expires: _____

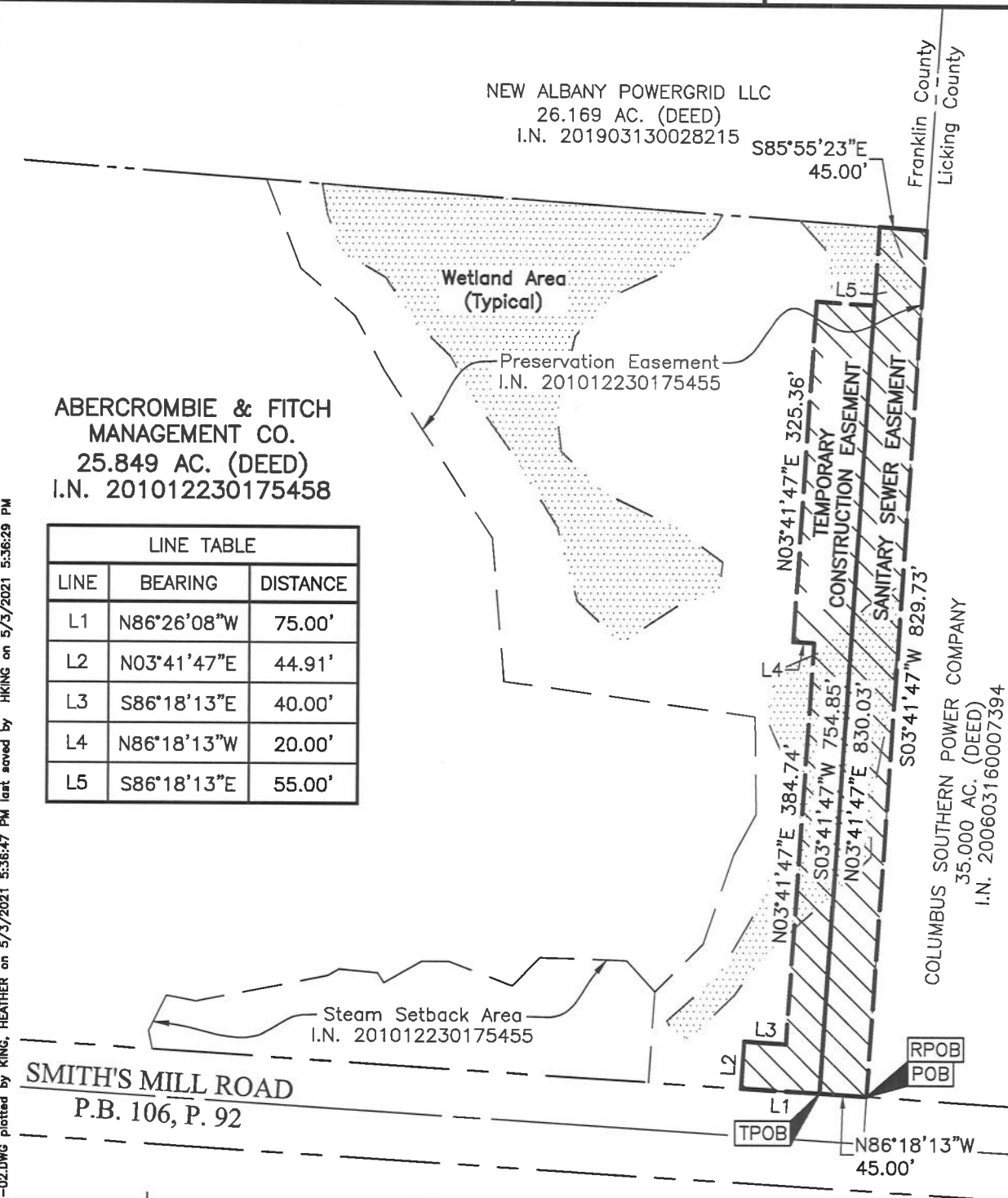
Attachment #1



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

PRESERVATION EASEMENT & STREAM SETBACK
QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2019-1284 Sheet No: 1 of 1



J:\20191284\DWG\04SHEETS\EASEMENTS\20191284-VS-ESMT-CONS-02.DWG plotted by KING, HEATHER on 5/3/2021 5:36:47 PM last saved by HKING on 5/3/2021 5:36:29 PM
Xrefs:



0 150
SCALE (in feet)

By

Heather L. King
Professional Surveyor No. 8307
hking@emht.com

Date

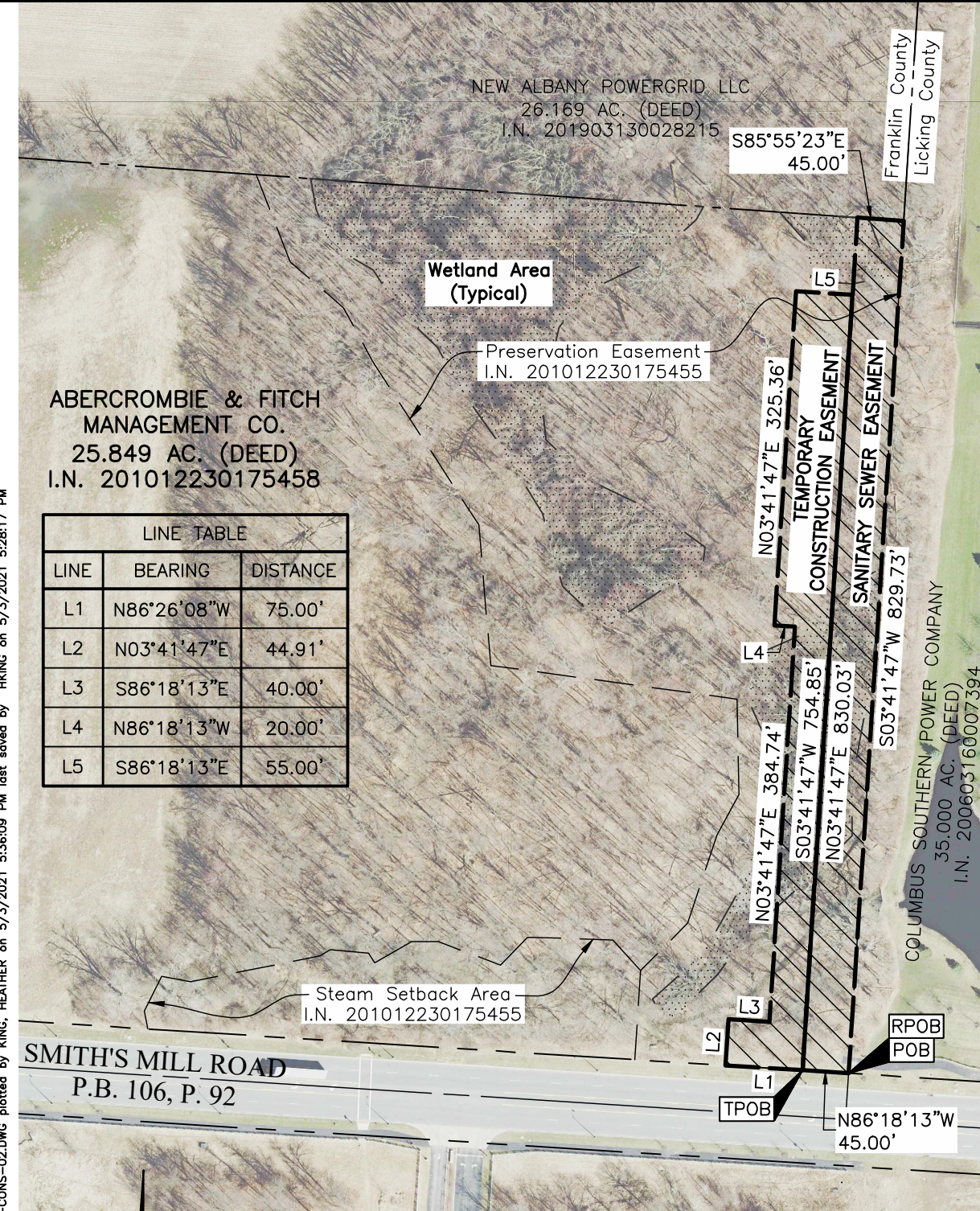
5/3/21



Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers - Surveyors - Planners - Scientists
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PRESERVATION EASEMENT & STREAM SETBACK
QUARTER TOWNSHIP 4, TOWNSHIP 2, RANGE 16
UNITED STATES MILITARY DISTRICT
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 3, 2021 Scale: 1" = 150' Job No: 2019-1284 Sheet No: 1 of 1



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N86°26'08"W | 75.00' |
| L2 | N03°41'47"E | 44.91' |
| L3 | S86°18'13"E | 40.00' |
| L4 | N86°18'13"W | 20.00' |
| L5 | S86°18'13"E | 55.00' |

J:\20191284\DWG\04SHEETS\EASEMENTS\20191284-VS-ESMT-CONS-02.DWG plotted by KING, HEATHER on 5/3/2021 5:36:09 PM last saved by HKING on 5/3/2021 5:28:17 PM Xrefs:



SCALE (in feet)



RESOLUTION R-34-2021

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN AGREEMENTS WITH VTRE DEVELOPMENT, LLC RELATED TO INCENTIVES AVAILABLE FOR PROJECT DEVELOPMENT IN THE OAK GROVE II COMMUNITY REINVESTMENT AREA

WHEREAS, the Council for the City of New Albany, Ohio (the “City”) by its Resolution No. R-17-09 adopted March 3, 2009 (the “Original CRA Legislation”), created the Oak Grove II Community Reinvestment Area (the “Original Area”) and by its Resolutions No. R-41-10 adopted July 6, 2010, No. R-72-10 adopted November 16, 2010, No. R-53-2012 adopted October 2, 2012, No. R-26-2013 adopted August 6, 2013, No. R-72-2014 adopted September 16, 2014, and R-49-2015 adopted November 17, 2015, No. R-45-2016 adopted November 1, 2016, No. R-02-17 adopted February 7, 2017, No. R-17-18 adopted July 17, 2018, No. R-41-18 adopted November 6, 2018, No. R-05-2019 adopted February 19, 2019, No. R-37-2019 adopted August 6, 2019, and No. R-15-2021 adopted April 6, 2021 and (together the “CRA Expansion Legislation” and collectively with the Original CRA Legislation the “CRA Legislation”), amended the designation of the Original Area to include the area known as the “Johnstown Monroe Area”, “Johnstown Monroe Annex”, “Licking Heights Annex”, “Cobbs Road Annex”, “Harrison Road Area”, “Innovation Campus Area” “Innovation Campus Way Extension” “Beech Road South”, “Babbitt Road”, “Central College Road Area”, “Jug Street North”, and “Jug Street South” respectively, and certain other parcels within the City (collectively, with the Original Area, the “Area”), and designated that entire Area the Oak Grove II Community Reinvestment Area; and

WHEREAS, the City of New Albany has encouraged the development of real property and the acquisition of personal property to be located in the CRA; and

WHEREAS, the Director of Development of the State of Ohio has determined that the Area contains the characteristics set forth in R.C. Section 3735.66 and confirmed the Area as a “Community Reinvestment Area”; and

WHEREAS, VTRE Development, LLC has submitted to the City a proposed agreement application (the “Application”), the Housing Officer of the City designated under Ohio Revised Code Section 3735.65 has reviewed the Application and has recommended the same to this Council on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the CRA and to improve the economic climate of the City, and the City, having appropriate authority, desires to provide the Company with the incentives available in the CRA for the development of the project described in that Application; and

WHEREAS, the Board of Education of the Eastland-Fairfield Career & Technical Schools has been notified in accordance with the applicable law; and

WHEREAS, the Boards of Education of the New Albany-Plain Local School District has waived their right to receive notice under Section 5709.83 of the Revised Code in accordance with its respective compensation agreements entered into with the city of New Albany.

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 execute the CRA Agreement by and between the City and the Company, in the form presently on file in the New Albany Community Development Department, which Agreement provides for a 100% CRA exemption for up to 15-years for the proposed project, and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the incentives described in the Agreement, provided further that the approval of changes thereto by the city manager and their character as not being substantially adverse to the City shall be evidenced conclusively by the execution thereof.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2021.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

Legislation dates:

Prepared: 07/09/2021
Introduced: 07/20/2021
Revised:
Adopted:
Effective: