



ORDINANCE O-33-2025

AN ORDINANCE TO AMEND CHAPTER 1144 “OCD OFFICE CAMPUS DISTRICT” OF THE CITY OF NEW ALBANY CODIFIED ORDINANCES

WHEREAS, it has been found that the codified ordinances of the city of New Albany, Chapter 1144, needs to be amended; and

WHEREAS, New Albany City Council has determined that it is necessary to amend the codified ordinances of the city of New Albany to promote orderly growth and development of lands; and

WHEREAS, the amendment provides updated and appropriate standards for public recreational facility development within the Office Campus District (OCD) zoning classification; and

WHEREAS, the New Albany Planning Commission and New Albany City Council on separate occasions have held public hearings and received public input concerning the amendment of the codified ordinance; and

WHEREAS, the New Albany Planning Commission reviewed the proposed ordinance amendment and recommended its approval.

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

Section 1. Portions of Codified Ordinance Chapter 1144 shall be amended as set forth in Exhibit A, which depicts these amendments in colored ink.

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 121.22 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/25/2025

Introduced: 08/05/2025

Revised:

Adopted:

Effective:

Exhibit A - O-33-2025

CHAPTER 1144 - OCD OFFICE CAMPUS DISTRICT^[20]

Footnotes:

--- (20) ---

Cross reference— District established - see P & Z Chap. 1125.01; Off-street parking and loading - see P & Z Chap. 1167; Signs - see P & Z Chap. 1169; Satellite signal receiving antennas - see P & Z Chap. 1177

1144.01 - PURPOSE.

The purpose of the Office Campus District (OCD) is to provide for office **and public recreation** uses to be developed in a "campus setting." Development standards are provided to ensure the compatibility of such **office-campus** uses within the District and with adjacent properties, while still meeting the needs of the **general-office** uses related to traffic, accessibility and visibility. The Office Campus District is intended to accommodate multiple or large acreage users.

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07.)

1144.02 - PERMITTED USES.

- (a) Administrative business and professional offices as specified in Sections 1143.02(a), (b), and (c).
- (b) General offices and general office buildings designed for leased space, including but not limited to, operational, administrative and executive offices for personnel engaged in general administration, operations, purchasing, accounting, telemarketing, credit card processing, bank processing, other administrative processing, and other similar business activities in accordance with Section 1127.02(e) of the Planning and Zoning Code.
- (c) ~~Uses located in building where the primary use in the building is permitted in divisions (a) or (b) shall include the following, when such use is clearly incidental to and located within the same building as the primary permitted use:~~ The following uses are permitted as accessory uses within any building whose primary use is permitted under divisions (a) or (b):
 - (1) Drug Store.
 - (2) Deli/Restaurant/Food Service.
 - (3) Office Supply and Service.
 - (4) Travel Agent.
 - (5) Personal Services such as Barber/Beauty Salons, Dry Cleaning Pickup Station, ATM, and Health Offices.
 - (6) Newsstand.
 - (7) Health and Fitness Center.
 - (8) Training Facility.
 - (9) Storage Facilities.
 - (10) Day Care Facility.
 - (11) Other similar uses in accordance with Section 1127.02(e) of the Planning and Zoning Code.
- (d) Religious exercise facilities and related uses.

- (e) Temporary parking lots in accordance with [Chapter 1167](#) of the Planning and Zoning Code.
- (f) A park-and-ride facility providing daily parking as the principle use which may include accessory shelters for mass transit passengers or carpooling that typically includes parking lots and associated structures located along or near public transit routes.
- (g) Data Centers.
- (h) Indoor and outdoor public recreational facilities, including parks, recreational fields, health and fitness centers, training facilities, concession stands, playgrounds, nature preserves, indoor swimming pools, and similar facilities, not including such facilities developed for private use. Administrative and maintenance structures, scoreboards, and signs, that are associated with indoor and outdoor public recreation facilities shall be also permitted within this zoning district.

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07; Ord. [O-15-2013](#). Passed 6-4-13; Ord. [O-07-2015](#). Passed 3-3-15.)

1144.03 - CONDITIONAL USES.

The following uses shall be allowed in the Office Campus District (OCD), subject to approval in accordance with [Chapter 1115](#), Conditional Uses:

- (a) Drive-through facilities to be developed in association with a permitted use.
- (b) Research facility for research, analysis, and development, which can be characterized as clean, non-hazardous and light use, and activities incidental or necessary to the conduct of such research, analysis, and development.
- (c) Miscellaneous accessory uses when the primary use of the building is permitted in Section [1144.02](#)(a) or (b), such as show room, distribution, repair shop, light assembly and similar ancillary uses.
- (d) Hotel/Motel including conference and banquet facilities.
- (e) Limited educational institutions offering educational courses and having no rooms regularly used for housing or sleeping of students, as well as ancillary uses typical of that found on a school campus including, but not limited to, parking lots, signs, gymnasiums, auditoriums, cafeterias, and administrative offices; ~~and indoor or outdoor recreational facilities~~. Limited educational institutions include:
 - (1) Secondary schools.
 - (2) Higher education institutions including junior colleges, community colleges, colleges, and universities.
- (f) Outdoor public swimming pools.

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07; Ord. [O-03-2022](#). Passed 3-1-22.)

1144.04 - DEVELOPMENT STANDARDS.

- (a) Minimum Lot Area. No minimum lot areas required, however, the lot size shall be adequate to provide for on-site parking/loading and yard requirements.

- (b) Minimum Lot Width. No minimum lot width is required, however, all lots shall abut a publicly dedicated and improved street or highway, and shall have adequate width to provide for yard space requirements pursuant to this section.
- (c) Minimum Front Yard Depth. Fifty-five (55) feet except fences, gate houses, entry features and ancillary structures shall be allowed in the front yard setback when approved by the **Community Development Director or their designee** ~~Development Standards Review Committee~~.
- (d) Minimum Side Yard Width. Fifteen (15) feet to any paved area and thirty (30) feet to any structure.
- (e) Minimum Rear Yard Depth. Twenty (20) feet to any paved area and forty (40) feet to any structure.
- (f) Lot Coverage. The total lot coverage, which includes all areas of parking and building coverage, shall not exceed 80% of the total lot area.
- (g) Maximum Building Height. Sixty-five (65) feet, except an increased height may be approved by the Planning Commission upon a showing that the height of the building is harmonious and in accordance with the general objectives, or with any specific objectives or purpose, of the Zoning Ordinance.
- (h) Parking and Loading.
 - (1) Except as otherwise provided herein, parking and loading requirements shall be as specified in Chapter 1167. Parking spaces shall be designated to allow a minimum of five (5) feet between any structure and any parked vehicle. ~~Seventy-five to ninety (75—90) degree angle parking shall have a minimum width (measured in feet parallel to the aisle) of nine (9) feet and a minimum length of eighteen (18) feet with a twenty-four (24) foot wide maneuvering aisle. One loading space shall be provided per dock space.~~
 - (2) Where appropriate, adequate provisions shall be made for the use of public transportation by employees and visitors.
 - (3) All entry drives shall be coordinated with improvements in road rights-of-way and with landscaping within the site.
 - (4) **Indoor and Outdoor Recreational Facilities**: In instances where compliance with the off-street parking and loading space requirements of Chapter 1167 may impede the purpose of this zoning district, the number of required parking and loading spaces may be adjusted, provided such adjustments are substantiated by evidence-based standards. Such adjustments shall be subject to review and approval by the **Community Development Director or their designee**.
- (i) Service Areas and Dumpsters. All service areas including loading docks, exterior storage of materials, supplies, equipment or products and trash containers shall be screened from all public roads and/or adjacent properties at ground level with walls or landscaping. Any walls shall be of the same materials used on the building walls and shall be complemented with landscaping.
- (j) Signage. Signage standards shall comply with those delineated in Chapter 1169. However, the sign area for a wall or free standing sign may be one square foot of sign (as measured in Section 1169.06) per one thousand (1,000) square feet of usable floor space but shall not exceed a maximum sign area of one hundred twenty (120) square feet per side. A building less than thirty-two thousand (32,000) square feet usable floor space may have a sign of thirty-two (32) square feet per side. Signs shall be located so that no part of the sign shall protrude beyond the wall on which it is located. The use of neon roof mounted and internally illuminated signs is prohibited.

- (k) Satellite Signal Receiving Antennas. Roof mounted dish antennas shall be permitted as an accessory use to permitted uses in this District, and upon application for installation of a satellite signal receiving antenna, it shall be reviewed for safety, compatibility with surrounding development, and for other design measures that screen or otherwise make the dish antenna appear less obtrusive. Otherwise, the standards set forth in Chapter 1177 shall apply to the placement of satellite signal receiving antennas.
- (l) Utilities. All utility lines including water supply, sanitary sewer service, electricity, telephone and gas, and their connections or feeder lines shall be placed underground. Meters, transformers, etc. may be placed above ground, but must be clustered and screened from view. To the extent possible utility line placement shall be sensitive to existing vegetation.
- (m) Mechanical Equipment. Any external mechanical equipment shall be totally screened from all public roads and/or adjacent properties from ground level with materials that are similar to or the same as used on the majority of the building or if screened by landscaping the landscaping shall provide one hundred percent (100%) opacity. This section includes rooftop equipment, satellite dishes (excluding communication devices where technically impracticable), as well as ground mounted equipment. The screening of the mechanical equipment shall be coordinated with the rest of the architecture so as to avoid being seen as an "add on".
- (n) Lighting.
- (1) All external lighting shall be cut off type fixtures and down cast to reduce "spillage".
 - (2) All types of parking, pedestrian and other lighting fixtures shall be of the same type and style and shall be wall mounted cut-off fixtures or located on poles having a maximum height of thirty (30) feet.
 - (3) Luminaries should have a minimum cut-off of forty-five (45) degrees, so as to provide glare control to pedestrian and vehicular traffic, as well as a distinct beam cut-off on the outer perimeter of the setback areas.
 - (4) All light poles and standards shall be in dark color.
 - (5) Landscape uplighting from a concealed source shall be permitted. All upright fixtures must be screened by landscaping.
 - (6) No permanent colored lights or neon lights shall be used when visible from the exterior of the building. Flood lighting of buildings is prohibited, except that accent lighting, from a concealed source, is permitted. Nothing in this subsection shall prohibit lighting required for employee security
- (o) Architecture. As part of the plans, ~~submitted pursuant to Division (q)~~, front, rear and side building elevations shall be shown indicating building material color and height. The following elements shall be considered:
- (1) Materials, texture and color compatibility.
 - A. Earth tones, muted and natural tones are permitted. Brighter hues are permitted only as accent features (such as awnings, doors, limited trim, etc.).
 - B. Materials: Brick, precast wall panels, stone, concrete, coated metals and woods are permitted. Other materials may be permitted, but are subject to approval for intent and compatibility. All glass or highly reflective buildings (or buildings that appear as such), prefabricated metal or untreated masonry block buildings are not permitted.
 - (2) Signage with relationship to the building and building facade.

- (p) Landscaping. Landscaping shall follow the guidelines herein established except that incidental modifications may be approved by the **Community Development Director or their designee** ~~Development Standards Review Committee~~. The developer may also deviate from the landscape guidelines if an alternate landscape plan is approved by the Planning Commission.
- (1) Areas not developed may remain in their natural state or may be used for agriculture purposes, otherwise all undeveloped areas shall be maintained at a maximum of eighteen (18) inch field height and provide an appearance of rural character.
 - (2) Pond(s) which are located within the setback areas shall be designed and landscaped to be rural in character.
 - (3) Side lot landscaping shall be planted with a mixture of deciduous shade trees and evergreen trees and shrubs. Five (5) trees shall be planted per one hundred (100) L.F. of side lot and one deciduous shrub per tree. All side lot areas not landscaped shall have grass (seed or sod).
 - (4) Interior landscaping within parking areas shall be a minimum of five percent (5%) of the total area of the parking lot pavement. The landscaped areas shall be arranged in such a manner so as to visually break up large expanses of pavement and provide landscaped walking paths between parking lots and the main buildings.
 - (5) Shrubbery should be Native Deciduous Shrubs and shall be a minimum size of thirty (30) inches height at installation.
 - (6) The minimum tree size at installation shall be as follows:

Perimeter Ornamental Tree	2" caliper
Perimeter Deciduous Shade Tree	2"—3" caliper
Perimeter Evergreen Tree	6'—8' tall
Parking lot Ornamental Tree	2" caliper
Parking lot Deciduous Shade Tree	2" caliper
Parking lot Evergreen Tree	4' tall

- (7) No existing trees within the undeveloped areas shall be removed or destroyed unless they are shown to be diseased, interfere with utilities, or are part of a development plan.
- (8) Street areas shall be landscaped and maintained in accordance with Section [1171.04](#).
- (9) Where a required side yard abuts any district where a residence is a permitted use landscaping in accordance with Section [1171.05](#) shall be provided.

~~(q) **Development Standards Review Committee**. The **Development Standards Review Committee** shall, prior to the issuance of any permits, approve all plans and elevations necessary to demonstrate compliance to the development standards established for the Office Campus District. Within thirty five (35) days of submission of plans the Committee shall issue a statement of compliance or noncompliance with the development standards established for this District. The Committee shall be comprised of the following persons or their designee:~~

~~Administrator~~

~~Municipal Planner~~

~~Chief Building Official~~

Municipal Engineer

(Ord. 82-96. Passed 1-21-97; Ord. 08-2006. Passed 9-5-06; Ord. 07-2007. Passed 2-20-07.)



ORDINANCE O-35-2025

AN ORDINANCE TO ACCEPT A BOUNDARY ADJUSTMENT FROM THE CITY OF COLUMBUS TO THE CITY OF NEW ALBANY AND TO CONSENT TO THE ANNEXATION OF TERRITORY FROM PLAIN TOWNSHIP TO THE CITY OF NEW ALBANY TO FACILITATE INFRASTRUCTURE IMPROVEMENTS ALONG MORSE ROAD

WHEREAS, the city of Columbus and the city of New Albany share a common municipal boundary in the vicinity of Morse Road; and

WHEREAS, the city of Columbus has adopted legislation approving the transfer of approximately 26.5 acres of land along Morse Road from the city of Columbus to the City of New Albany; and

WHEREAS, the city of New Albany has received a petition for annexation of approximately 5.5 acres of land near the intersection of U.S. Route 62 and Morse Road from Plain Township, which was approved by the Franklin County Board of Commissioners; and

WHEREAS, the boundary adjustment and annexation serve the public interest by simplifying jurisdictional boundaries, enhancing coordination of public services, and enabling planned infrastructure improvements; and

WHEREAS, the city of New Albany is participating in a regional infrastructure initiative, supported by an Intergovernmental Agreement with the Franklin County Engineer, to coordinate improvements along Morse Road, and the boundary changes addressed herein align with the intent and implementation of that initiative; and

WHEREAS, the legal descriptions and survey plats of the parcels associated with both the boundary adjustment and annexation are attached hereto as Exhibits A through D and are incorporated herein by reference.

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 city of New Albany hereby consents to and accepts the boundary adjustment of approximately 26.5 acres of land along Morse Road from the city of Columbus to the city of New Albany as described in Exhibit A and depicted in Exhibit B.

Section 2. The city of New Albany hereby consents to and accepts the annexation of approximately 5.5 acres of land from Plain Township to the city of New Albany as described in Exhibit C and depicted in Exhibit D.

Section 3. The city manager is hereby authorized and directed to take all necessary and appropriate actions to finalize and record the boundary adjustment and annexation and to submit all required documentation to the appropriate county offices.

Section 4. 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 121.22 of the Ohio Revised Code.

Section 5. 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 8/08/2025

Introduced: 8/19/2025

Revised:

Adopted:

Effective:

RECEIVED

Exhibit A - O-35-2025

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
BRAD FOSTER, P.E., P.S.
FRANKLIN COUNTY ENGINEER

APR 29 2024

DESCRIPTION OF A 26.5 ACRE ANNEXATION
FROM THE CITY OF COLUMBUS
TO THE CITY OF NEW ALBANY

BY: FAA DATE: 4/29/2024

FRANKLIN COUNTY ENGINEER
BRAD FOSTER, P.E., P.S.

Situate in the State of Ohio, County of Franklin, City of Columbus, being part of Quarter Township 4, Lot 33, and Quarter Township 3, Township 2, Range 16, United States Military Lands, being a part of a 0.271 acre tract of land in the name of the Franklin County Commissioners by a deed of record in Official Record 4416 J14, a part of a 0.888 acre tract of land in the name of the Franklin County Commissioners by a deed of record in Instrument Number 201004070041807, a part of a 0.284 acre tract of land in the name of the Franklin County Commissioners by a deed of record in Instrument Number 201004070041805, a part of a 2 acre tract of land in the name of The New Albany Company, LLC by a deed of record in Instrument Number 201306170100733, a part of a 2.0 acre tract of land in the name of The New Albany Company, LLC. By a deed of record in Instrument Number 202201070005905 (re-recorded in Instrument Number 202201250015603), a part of a 2.0 acre and a 0.563 acre tracts of land in the name of The New Albany Company, LLC. by a deed of record in Instrument Number 201404300052684, a part of a 3.477 acre tract of land, all of a 0.098 acre tract of land, and all of a 0.002 acre tract of land in the name of The City of Columbus, Ohio by a deed of record in Official Record 30536 B03, a part of a 9.309 acre tract of land, a part of a 4.391 acre tract of land, a part of Reserve A and portions of the right of way of Harlem Road (Right of way Varies) (Township Road 111) and Morse Road (Right of Way Varies) (County Road 17) as established and dedicated in Oakfield Subdivision of record in Plat Book 53, Page 15. a part of a 15.584 acre tract of land in the name of The Village of New Albany by a deed of record in Instrument Number 200803240044249, subject to a 0.378 acre highway easement in the name of the County of Franklin by a deed of record in Deed Book 3321, Page 326, a part of a 0.528 acre tract of land in the name of Kenneth E. Netting and Mary M. Netting by a deed of record in Deed Book 2756, Page 369, a part of a 26.04 acre tract of land in the name of The New Albany Company by a deed of record in Official Record 12773 A05, a part of a 21.611 acre tract of land in the name of The New Albany Company by a deed of record in Official Record 17378 F17, a 0.241 acre tract of land in the name of The New Albany Company by a deed of record in Official Record 14548 H08, and a part of a 2.609 acre tract of land in the name of the City of Gahanna by a deed of record in Instrument Number 200407210169353, as annexed into the City of Columbus as established by Ordinance Number 639-89 and of record in Official Record 13294 D07, Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

COMMENCING at a found bronze disk in a concrete monument (FCGS 9911A RESET) at the centerline of right of way intersection of Morse Road (Right of Way Varies) (County Road 17) and Reynoldsburg-New Albany Road (Right of Way Varies) (County Road 6), said monument being a P.O.T. on the original centerline of said Morse Road and an angle point on the original centerline of said Reynoldsburg-New Albany Road, on the southerly line of Quarter Township 4, and the southerly line of Lot 33;

Thence **Westerly** a distance of **40.00 feet±** along the centerline of right of way of said Morse Road, the southerly line of said Quarter Township, and the southerly line of said Lot 33 to the southeast corner of the said existing City of Columbus Corporation line and being **THE PLACE OF BEGINNING**;

Thence **Westerly** a distance of **1493 feet±** along the centerline of right of way of said Morse Road, the southerly line of said Quarter Township, the southerly line of said Lot, and the southerly line of said existing City of Columbus Corporation line to an aluminum disk in PVC encased in concrete monument (FCGS 3319), said monument marking the southwest corner of said Quarter Township 3, the southeast corner of Quarter Township 4, the southwest corner of Lot 33, and the southerly line of said existing City of Columbus Corporation line;

Thence **Westerly** a distance of **1224 feet±** along the centerline of right of way of said Morse Road, the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, and the northerly line of the existing City of Gahanna Corporation line as established by Ordinance 99-30 of record in Instrument Number 199903220070334 to an aluminum disk in a concrete monument (FCGS 7717), said monument marking an angle point on the centerline of right of way of said Morse Road, the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, the northwest corner of said existing City of Gahanna Corporation line, and the northeast corner of the existing City of Gahanna Corporation line as established by Ordinance Number 98-436 of record in Instrument Number 199903020052828;

Thence **Westerly** a distance of **2115 feet±** along the said centerline of right of way of said Morse Road, the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, the northerly line of said existing City of Gahanna Corporation line, the northerly line of the existing City of Gahanna Corporation line as established by Ordinance Number 18-89 of record in Official Record 13873 A08, the northerly line of the existing City of Gahanna Corporation line as established by Ordinance Number 224-92 of record in Official Record 23449 A17, the northerly line of the existing City of Gahanna Corporation line as established by Ordinance Number 78-89 of record in Official Record 13871 C03, the northerly line of the existing City of Gahanna Corporation line as established by Ordinance Number 19-89 of record in Official Record 13872 109 to an aluminum disk in a concrete monument (FCGS 6608), said monument marking the centerline intersection of said Morse Road and Harlem Road (Right of way Varies) (Township Road 111), the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line;

Thence **Westerly** a distance of **1734 feet±** along the said centerline of right of way of said Morse Road, the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line to an aluminum disk in a concrete monument (FCGS 7716), said monument marking an angle point on the centerline of right of way of said Morse Road, the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line;

Thence **Westerly** a distance of **683 feet±** along the said centerline of right of way of said Morse Road, the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation, and the northerly line of said existing City of Gahanna Corporation line to an aluminum disk in a concrete monument (FCGS 8860), said monument marking a P.O.T. on the centerline of right of way of Morse Road, the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line;

Thence **Westerly** a distance of **907 feet±** along the said centerline of right of way of said Morse Road, the southerly line of said Quarter Township line, the southerly line of said existing City of Columbus Corporation line and the northerly line of said existing City of Gahanna Corporation line to an aluminum disk in a concrete monument (FCGS 8859 RESET), said monument marking the centerline intersection of Morse Road and Shull Road (Right of Way varies) (Township Road 198), the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line;

Thence **Westerly** a distance of **642 feet±** along the said centerline of right of way of said Morse Road, the southerly line of said Quarter Township line, the southerly line of said existing City of Columbus Corporation line, the northerly line of said City of Gahanna Corporation line, and the northerly line of the existing City of Gahanna Corporation line as established by Ordinance Number 150-90 of record in Official Record 16700 B11 to an aluminum disk in a concrete monument (FCGS 6672 RESET), said monument marking the centerline intersection of Morse Road and Johnstown Road (Right of Way Varies) (United States Route 62), the southerly line of said Quarter Township, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line;

Thence **Westerly** a distance of **445 feet±** along the said centerline of right of way of said Morse Road, the southerly line of said Quarter Township line, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line to the southeast corner of Collingwood Pointe at the Preserve 8th Amendment of record in Condo Plat Book 112, Page 49 and as declared in Instrument Number 200302250054932, also being the southeast corner of a highway easement in the name of the Franklin County Commissioner by a deed of record in Instrument Number 200609260191804, said corner being on the centerline of right of way of Morse Road, the southerly line of said Quarter Section, the southerly line of said City of Columbus Corporation line, and the northerly line of said existing City of Gahanna Corporation line;

Thence **Northerly** a distance of **30 feet±** along the easterly line of said Condo and the easterly line of said highway easement to the northerly line of said existing City of Columbus Corporation line;

Thence **Easterly** a distance of **641 feet±** along the northerly line of said City of Columbus Corporation line to the southwest corner of the existing City of New Albany Corporation line as established by Ordinance Number 19-89 and of record in Official Record 13965 D03, said corner also marking the southwesterly corner of The New Albany Country Club Section 13 of record in Plat Book 83, Page 28;

Thence **Easterly** a distance of **2239 feet±** along the southerly line of the said New Albany Country Club Section 13, the southerly line of The New Albany Country Club Section 4 of record in Plat Book 74, Page 58, a portion of the northerly right of way of Morse Road, the northerly line of said City of Columbus Corporation line, and the southerly line of the existing City of New Albany Corporation line to the easterly line of said 0.528 acre tract of land in the name of Kenneth E. Netting and Mary M. Netting by deed of record in Deed Book 2756, Page 369, the westerly line of said existing City of Columbus Corporation line, and the easterly line of said existing City of New Albany Corporation line;

Thence **Northerly** a distance of **200 feet±** along the easterly line of said 0.528 tract, the westerly line of said City of Columbus Corporation line, and the easterly line of said New Albany Corporation line to the northeasterly corner of said 0.528 acres tract, the southwesterly corner of said 15.584 acre tract, the southerly line of said existing City of Columbus Corporation line, and the northerly line of said existing New Albany Corporation line;

Thence **Easterly** a distance of **2063 feet±** along the northerly line of said City of Columbus Corporation line, the southerly line of said existing New Albany Corporation line, the southerly line of said New Albany Country Club Section 4 of record in Plat Book 74, Page 58, the southerly line of The New Albany Country Club Section 11 of record in Plat Book 82, Page 72, and the southerly right of way of James River Road (60' Right of Way), to the easterly line of said existing City of Columbus Corporation line, and the westerly line of said existing New Albany Corporation line;

Thence **Southerly** a distance of **200 feet±** along the easterly line of said existing City of Columbus Corporation line and the westerly line of said existing New Albany Corporation line to the northeasterly corner of said existing City of Columbus Corporation line and the southwesterly corner of said existing City of New Albany Corporation line;

Thence **Easterly** a distance of **472 feet±** along the northerly line of said existing City of Columbus Corporation line and the southerly line of said existing New Albany Corporation line to the northwesterly corner of said existing City of Columbus and the southeasterly corner of said existing City of New Albany Corporation line;

Thence **Northerly** a distance of **200 feet±** along the westerly line of said existing City of Columbus Corporation line and the easterly line of said existing New Albany Corporation line to the southerly right of way of said James River Road, the southerly line of said The New Albany Country Club Section 11, the northwesterly corner of said existing City of Columbus Corporation line, and the southeasterly corner of said existing City of new Albany Corporation line;

Thence **Easterly** a distance of **2336 feet** along the southerly right of way of said James River Road, the southerly line of The New Albany Country Club Section 11, the southerly line of Reserve D of said The New Albany Country Club Section 11, the northerly line of said existing City of Columbus Corporation line, the southerly line of said existing City of New Albany Corporation line to the easterly line of said Quarter Township 3, the westerly line of said Quarter Township 4, the westerly line of said Lot 33, the westerly line of a said 0.563 acre tract of land, the northeast corner of said existing City of Columbus Corporation line, and the southwesterly corner of said existing City of New Albany Corporation line;

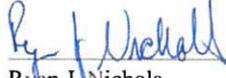
Thence **Southerly** a distance of **200 feet±**, along the easterly line of said Quarter Township 3, the westerly line of said Quarter Township 4, the westerly line of said Lot 33, the westerly line of the said 2.563 acre tract, the easterly line of said existing City of Columbus Corporation line, and the westerly line of said existing City of New Albany Corporation line to the northerly right of way of said Morse Road, northeasterly corner of said existing City of Columbus Corporation line, and the southwesterly corner of said existing City of New Albany Corporation line;

Thence **Easterly** a distance of **1450 feet±**, along a portion of the northerly right of way of said Morse Road, the northerly line said existing City of Columbus Corporation line, the southerly line of the existing City of New Albany Corporation line as established by Ordinance Number O-57-2023 of record in Instrument Number 202306210061200, and the southerly line of said existing City of New Albany Corporation line to the northeast corner of said existing City of Columbus Corporation line and the southeast corner of said existing City of New Albany Corporation line;

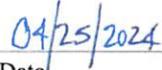
Thence **Southeasterly** a distance of **30 feet±** along the easterly line of said existing City of Columbus Corporation to the **PLACE OF BEGINNING**, containing **26.5 acres**, more or less, subject to all easements, restrictions and rights-of-way of record.

The total length of the annexation perimeter for this area is 19304 feet±, of which 9346 feet± is contiguous being 48% contiguous.

This description was prepared by the Franklin County Engineer's Office, Ryan J. Nichols, Ohio Registered Surveyor No. 8859, from available records on file within the Franklin County Offices and does not constitute information of an actual field survey. This is not intended for the transfer of Real Property.



Ryan J. Nichols
Ohio Registered Surveyor No. 8859



Date

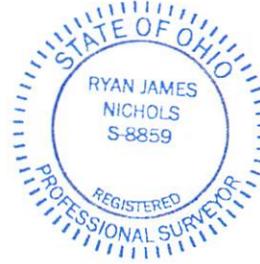
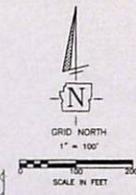


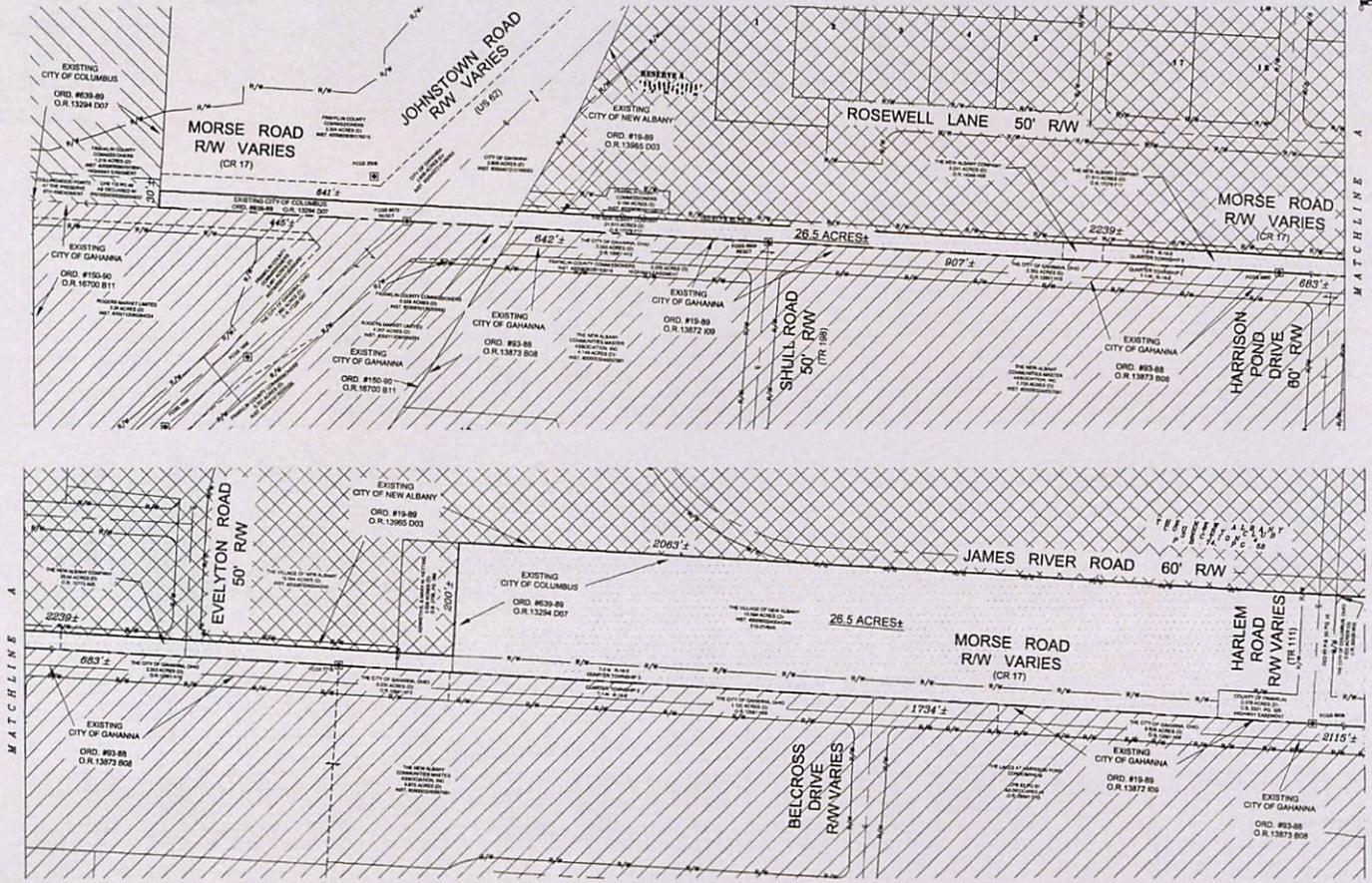
Exhibit B - O-35-2025

**BOUNDARY ADJUSTMENT PLAT OF 26.5 ACRES +/-
FROM THE CITY OF COLUMBUS TO THE CITY OF NEW ALBANY**

SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS,
BEING PART OF QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 16 &
QUARTER TOWNSHIP 4, LOT 33, TOWNSHIP 2, RANGE 16



THE TOTAL LENGTH OF THE ANNEXATION PERIMETER FOR THIS AREA IS 1934 FEET, OF WHICH 936 FEET IS CONTIGUOUS BEING 48% CONTIGUOUS.



LEGEND

	EXISTING CITY OF COLUMBUS
	EXISTING CITY OF GAHANNA
	EXISTING CITY OF NEW ALBANY
	PROPOSED AREA TO BE DETACHED

THIS PLAT WAS PREPARED IN THE OFFICE OF THE FRANKLIN COUNTY ENGINEER BY RYAN J. NICHOLS, OHIO REGISTERED SURVEYOR NO. 8859, FROM THE AVAILABLE RECORDS ON FILE WITHIN THE FRANKLIN COUNTY OFFICES, AND DOES NOT CONSTITUTE INFORMATION OF AN ACTUAL FIELD SURVEY AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

Ryan J. Nichols 04/23/2024
 RYAN J. NICHOLS P.S. DATE
 OHIO REGISTERED SURVEYOR NO. 8859

RECEIVED
 APR 23 2024
 FRANKLIN COUNTY ENGINEER
 BRAD FOSTER, P.E., P.S.
 ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 BRAD FOSTER, P.S., P.E.
 FRANKLIN COUNTY ENGINEER
 BY: *BRF* DATE: *4/23/2024*

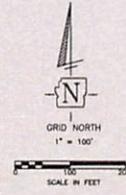


ANNEXATION PLAT

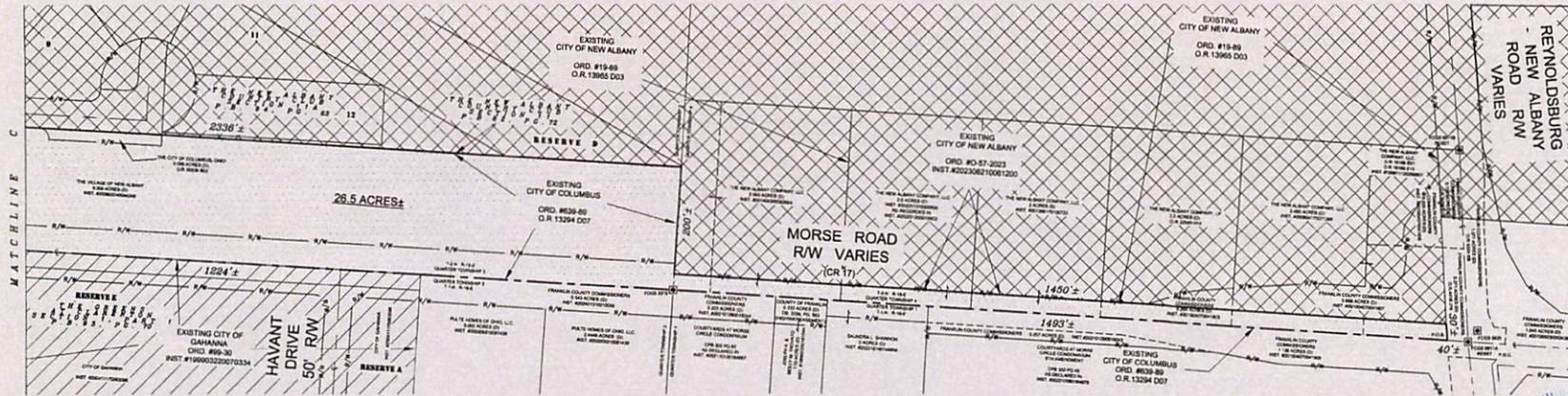
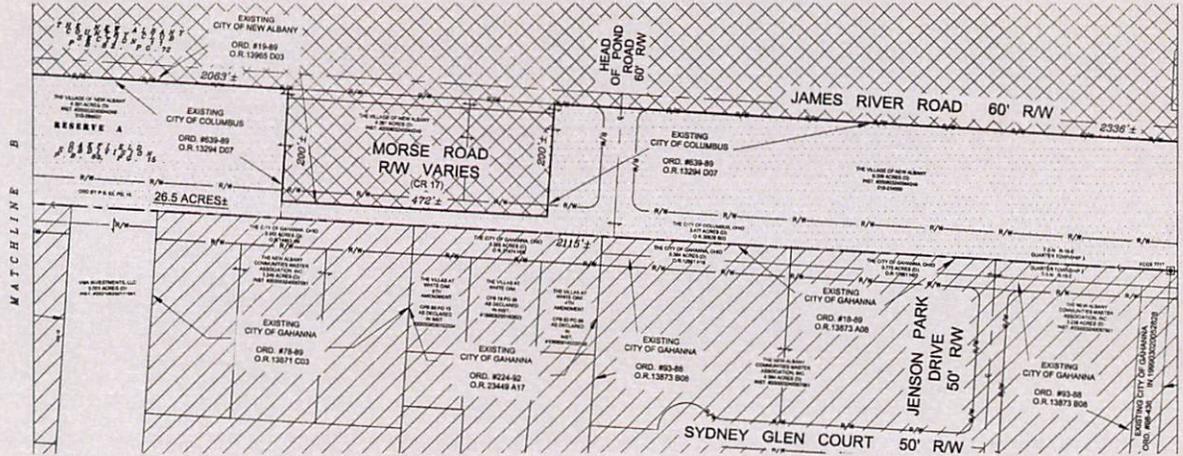
1
2

**BOUNDARY ADJUSTMENT PLAT OF 26.5 ACRES +/-
FROM THE CITY OF COLUMBUS TO THE CITY OF NEW ALBANY**

SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF COLUMBUS,
BEING PART OF QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 16 &
QUARTER TOWNSHIP 4, LOT 33, TOWNSHIP 2, RANGE 16



THE TOTAL LENGTH OF THE ANNEXATION PERIMETER FOR THIS AREA IS 19304 FEET, OF WHICH 1946 FEET IS CONTIGUOUS BEING 48% CONTIGUOUS.



LEGEND

- EXISTING CITY OF COLUMBUS
- EXISTING CITY OF GAHANNA
- EXISTING CITY OF NEW ALBANY
- PROPOSED AREA TO BE DETACHED

THIS PLAT WAS PREPARED IN THE OFFICE OF THE FRANKLIN COUNTY ENGINEER BY RYAN J. NICHOLS, OHIO REGISTERED SURVEYOR NO. 8859, FROM THE AVAILABLE RECORDS ON FILE WITHIN THE FRANKLIN COUNTY OFFICES, AND DOES NOT CONSTITUTE INFORMATION OF AN ACTUAL FIELD SURVEY AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

R. J. Nichols
RYAN J. NICHOLS P.S. DATE
OHIO REGISTERED SURVEYOR NO. 8859



ANNEXATION PLAT

RECEIVED

Exhibit C - O-35-2025

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
BRAD FOSTER, P.E., P.S.
FRANKLIN COUNTY ENGINEER

APR 29 2024

DESCRIPTION OF A 5.5 ACRE ANNEXATION
FROM THE TOWNSHIP OF PLAIN
TO THE CITY OF NEW ALBANY

BY: BFM DATE: 4/29/2024

FRANKLIN COUNTY ENGINEER
BRAD FOSTER, P.E., P.S.

Situate in the State of Ohio, County of Franklin, Township of Plain, being part of Quarter Township 3, Township 2, Range 16, United States Military Lands, being all of a 3.304 acre tract of land in the name of the Franklin County Commissioners by a deed of record in Instrument Number 200609050176515, and a part of a 2.609 acre tract of land in the name of the City of Gahanna by a deed of record in Instrument Number 200407210169353, Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

COMMENCING at an aluminum disk in a concrete monument (FCGS 6672 RESET) at the centerline of right of way intersection of Morse Road (Right of Way Varies) (County Road 17) and Johnstown Road (Right of Way Varies) (United States Route 62), said monument marking the southerly line of said Quarter Section and the southerly line of the existing City of Columbus Corporation line as established by Ordinance Number 639-89 and of record in Official Record 13294 D07;

Thence **Westerly** a distance of **445 feet±** along the said centerline of right of way of said Morse Road, the southerly line of said Quarter Township line, and the southerly line of said existing City of Columbus Corporation line to the southeast corner of Collingwood Pointe at the Preserve 8th Amendment of record in Condo Plat Book 112, Page 49 and as declared in Instrument Number 200302250054932, also being the southeast corner of a 1.219 acre highway easement in the name of the Franklin County Commissioners by a deed of record in Instrument Number 200609260191804;

Thence **Northerly** a distance of **30 feet±** along the easterly line of said Condo and the easterly line of said highway easement to the northerly line of the existing City of Columbus Corporation line and being **THE PLACE OF BEGINNING**;

Thence **Northerly** a distance of **140 feet±** along the easterly line of said Condo, the easterly line of Collingwood Pointe at the Preserve of record in Condo Plat Book 91, Page 3 and as declared in Instrument Number 200103080047555 the easterly line of said highway easement, and the easterly line of said existing City of Columbus Corporation line to the southwesterly corner of a 32.694 acre tract in the name of Singing Frog Farm, LLC. by a deed of record in Instrument Number 202304110034112, marking the northerly right of way of said Morse Road and the northeast corner of said highway easement;

Thence along the northerly right of way of said Morse Road, the northerly right of way of said Johnstown Road, and the southerly line of the said 32.694 acre tract the following 7 courses:

Thence **Northeasterly** a distance of **140 feet±**;

Thence **Northeasterly** a distance of **30 feet±**;

Thence **Southeasterly** a distance of **200 feet±**;

Thence **Northeasterly** a distance of **61 feet±**;

Thence **Northeasterly** a distance of **45 feet±**;

Thence **Northeasterly** a distance of **213 feet±**;

Thence **Northeasterly** a distance of **171 feet±** to the southerly line of the said 32.694 acre tract and also marking the southwesterly corner of a 0.081 acre highway easement in the name of the Franklin County Commissioners by a deed of record in Instrument Number 200609050176517;

Thence along the southerly line of the said 32.694 acre tract and the southerly line of said highway easement the following 2 courses:

Thence **Southeasterly** a distance of **74 feet±**;

Thence **Northeasterly** a distance of **145 feet±** to the southeasterly corner of the said 32.694 acre tract of land, also being the southwesterly corner of Reserve C of The New Albany County Club Section 29 of record in Plat Book 118, Page 36, the northwesterly corner of a 0.553 acre tract of land in the name of the Franklin County Commissioners by a deed of record in Instrument Number 200809230142520 (re-recorded in Instrument Number 200810020147641, and re-recorded in Instrument Number 200810170154472), also marking the westerly line of the existing City of New Albany Corporation line as established by Ordinance Number 19-89 and of record in Official Record 13965 D03;

Thence **Southeasterly** a distance of **40 feet±** along the westerly line of said 0.553 acre tract and the westerly line of the existing New Albany Corporation line to the southwesterly corner of said existing City of New Albany Corporation line;

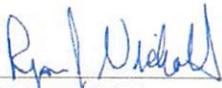
Thence **Southwesterly** a distance of **370 feet±** along the westerly line of said 0.553 acre tract and the westerly line of the existing New Albany Corporation line to the northwesterly corner of Reserve A of the New Albany Country Club Section 13, of record in Plat Book 83, Page 28, and marking the southerly right of way line of said Johnstown Road;

Thence **Southwesterly** a distance of **205 feet±** along the southerly right of way of said Johnstown Road, the westerly line of said Reserve A, the westerly line of a 0.184 acre tract of land in the name of the Franklin County Commissioners by a deed of record in Instrument Number 200608030153015, and the westerly line of said existing New Albany Corporation line to the southwesterly corner of said New Albany Country Club Section 13, the northwesterly corner of a 21.611 acre tract of land in the name of The New Albany Company by a deed of record in Official Record 17378 F17, the southwesterly corner of the existing City of New Albany Corporation line, and the northerly line of said existing City of Columbus Corporation line;

Thence **Westerly** a distance of **641 feet±** along the northerly line of said City of Columbus Corporation line to the **PLACE OF BEGINNING**, containing **5.5 acres**, more or less, subject to all easements, restrictions and rights-of-way of record.

The total length of the annexation perimeter for this area is 2475 feet±, of which 615 feet± is contiguous being 25% contiguous.

This description was prepared by the Franklin County Engineer's Office, Ryan J. Nichols, Ohio Registered Surveyor No. 8859, from available records on file within the Franklin County Offices and does not constitute information of an actual field survey. This is not intended for the transfer of Real Property.



Ryan J. Nichols
Ohio Registered Surveyor No. 8859

04/25/2024

Date



Exhibit D - O-35-2025

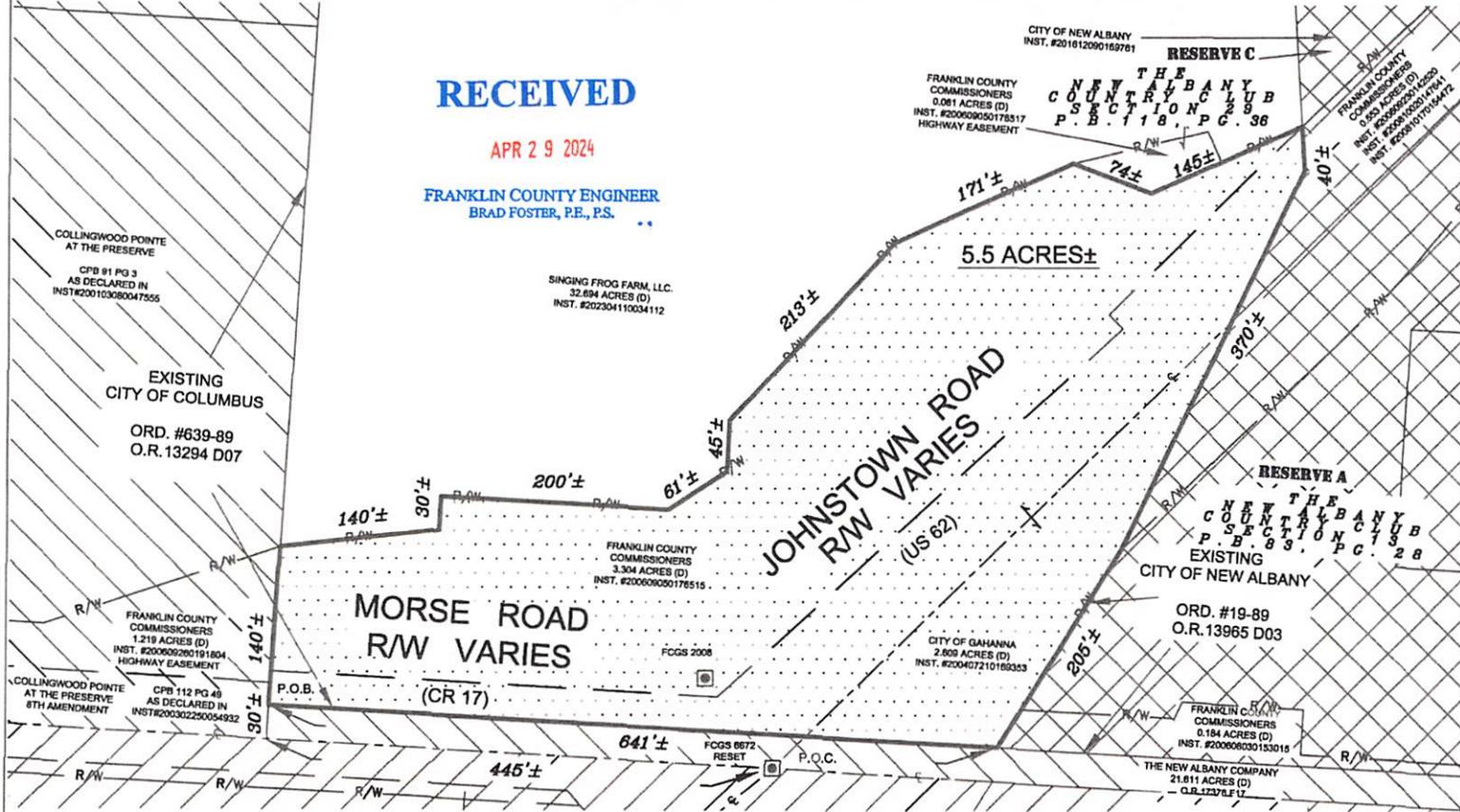
ANNEXATION PLAT OF 5.5 ACRES +/- FROM THE TOWNSHIP OF PLAIN TO THE CITY OF NEW ALBANY

SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF PLAIN,
BEING PART OF QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 16

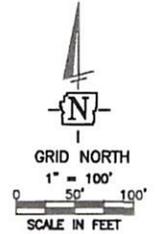
RECEIVED

APR 29 2024

FRANKLIN COUNTY ENGINEER
BRAD FOSTER, P.E., P.S.



LOCATION MAP
(NOT TO SCALE)



ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
BRAD FOSTER, P.E., P.S.
FRANKLIN COUNTY ENGINEER
BY: FAN DATE: 4/29/2024

THE TOTAL LENGTH OF THE ANNEXATION PERIMETER
FOR THIS AREA IS 2475 FEET±,
OF WHICH 415 FEET± IS CONTIGUOUS
BEING 25% CONTIGUOUS.

LEGEND

- EXISTING CITY OF COLUMBUS
- EXISTING CITY OF GAHANNA
- EXISTING CITY OF NEW ALBANY
- PROPOSED AREA TO BE ANNEXED



THIS PLAT WAS PREPARED IN THE OFFICE OF THE FRANKLIN COUNTY ENGINEER BY RYAN J. NICHOLS, OHIO REGISTERED SURVEYOR NO. 8859, FROM THE AVAILABLE RECORDS ON FILE WITHIN THE FRANKLIN COUNTY OFFICES, AND DOES NOT CONSTITUTE INFORMATION OF AN ACTUAL FIELD SURVEY AND IS NOT INTENDED FOR THE TRANSFER OF REAL PROPERTY.

Ryan J. Nichols 04/29/2024
RYAN J. NICHOLS P.S. DATE
OHIO REGISTERED SURVEYOR NO. 8859

N

CHECKED: P.M.
CALCULATED: B.M.

ANNEXATION PLAT

1



ORDINANCE O-36-2025

AN ORDINANCE TO APPROVE THE FINAL PLAT MODIFICATION FOR LOT 19 IN THE HAWKSMOOR SUBDIVISION AS REQUESTED BY CURTIS ECHELBERY

WHEREAS, an application to approve the Hawksmoor lot 19 final plat modification 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 July 21, 2025, recommended approval of this final plat; and

WHEREAS, the Hawksmoor lot 19 final plat modification includes the relocation and enlargement of a 0.341-acre and 0.10-acre tree preservation zone/drainage easement/no-build zone; and

WHEREAS, the city engineer certifies that the Hawksmoor lot 19 final plat modification meets all the requirements of Chapter 1187 of the codified ordinances, stormwater management, design requirements and meets 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 final plat modification is attached to this ordinance as Exhibit A and made a part herein approved.

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 121.22 of the Ohio Revised Code.

Section 3: 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	08/08/2025
Introduced:	08/19/2025
Revised:	
Adopted:	
Effective:	

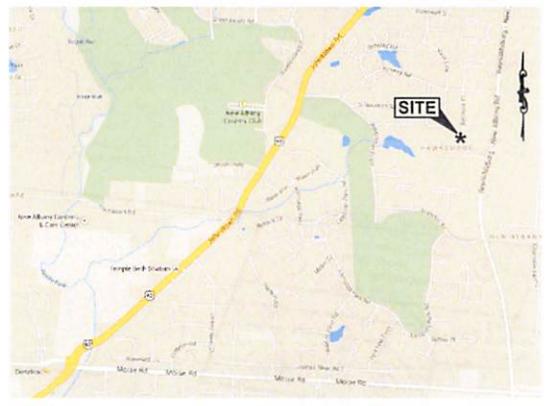
RE-SUBDIVISION OF LOT 19 OF THE RE-SUDIVISION OF LOTS 8-11 OF HAWKSMOOR SUBDIVISION

Situated in State of Ohio, County of Franklin, City of New Albany, located in Quarter Townships 3 and 4, Township 2, Range 16, United States Military Lands, being a resubdivision of all of Lot 19 as numbered and delineated upon the record plat of "RE-SUBDIVISION OF LOTS 8-11 OF HAWKSMOOR SUBDIVISION", of record in Plat Book 116, Page 79, in the name of L. Shaq, Ltd. of record in Instrument Number 201406100071976, being of record in Recorder's Office, Franklin County, Ohio.

The undersigned, Michael J. DeAscentis II, authorized signature for L. Shaq, Ltd. owner of the land platted herein, does hereby certify that this plat correctly represents its "Re-Subdivision of Lot 19 of the Re-Subdivision of Lots 8-11 of Hawksmoor Subdivision" containing Lot 19a, and does hereby accept this plat of the same.

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

All easements within the building setback lines for general utility and drainage purposes shall be landscaped per the Hawksmoor Landscape Plan and maintained by the Hawksmoor Homeowners Association, Inc.



LOCATION MAP NO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plat were transferred from a GPS survey of Franklin County Monuments "FCGS 9913-B" and "FCGS 9914-B" performed by the Franklin County Engineer's Office, which was based on the Ohio State Plane Coordinate System, Ohio South Zone, NAD83 (1986 adjustment) and determines the bearing between said monuments as N 10° 32' 24" E.

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

IRON PINS, where indicated, unless otherwise noted, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic cap placed in the top bearing the inscription "ADVANCED". These markers shall be set following the completion of the construction/installation of the street pavement and utilities and prior to the Village of New Albany, Ohio's acceptance of these subdivision improvements. The New Albany, Ohio, Municipal Engineer shall be notified in writing by the surveyor when the markers are in place.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped "ADVANCED". 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 Village of New Albany, Ohio's acceptance of these subdivision improvements. The New Albany, Ohio, Municipal Engineer shall be notified in writing by the surveyor when the markers are in place.

Approved this ____ day of ____ 2025

Mayor, New Albany, Ohio

Approved this ____ day of ____ 2025

Municipal Engineer, New Albany, Ohio

Approved this ____ day of ____ 2025

Council Representative to Planning Commission, New Albany, Ohio

Approved this ____ day of ____ 2025

Chairperson, Planning Commission New Albany, Ohio

Approved this ____ day of ____ 2025

Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. _____ passed _____ 2025 by the Council for the City of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to _____, 2025.

the Council for the City of New Albany, Ohio, Approval of this plat shall

Transferred this ____ day of ____

Auditor, Franklin County, Ohio

Deputy Auditor, Franklin County, Ohio

Filed for record this ____ day of ____ 2025 at ____ M.
Fee \$ _____

Recorder, Franklin County, Ohio

File No. _____

Recorded this ____ day of ____ 2025

Deputy Recorder, Franklin County, Ohio

Plat Book _____, Pages _____

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 Set
- = Preservation Zone Marker
- = Iron Pin Found
- ✕ = PK Nail Found

By _____
Douglas R. Hock, P.S. 7661

In Witness Whereof, Michael J. DeAscentis II, Authorized Signature for L. Shaq, Ltd., has hereunto set their hand this ____ day of ____ 2025.

Signed and acknowledged L. Shaq, Ltd.
In the presence of: _____

By _____
Title _____

Witness _____

Witness _____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared _____ authorized signed of L. Shaq, LTD., who acknowledge the signing the foregoing instrument to be their free and voluntary act and deed and the free and voluntary act and deed of L. Shaq, LTD. for the uses and purposes expressed therein.

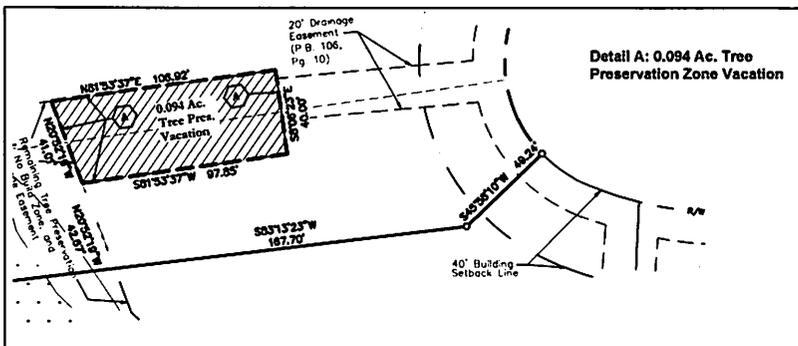
Witness Thereof, I have hereunto set my hand and affixed any official seal this ____ day of ____ 2025.

My Commission expires _____

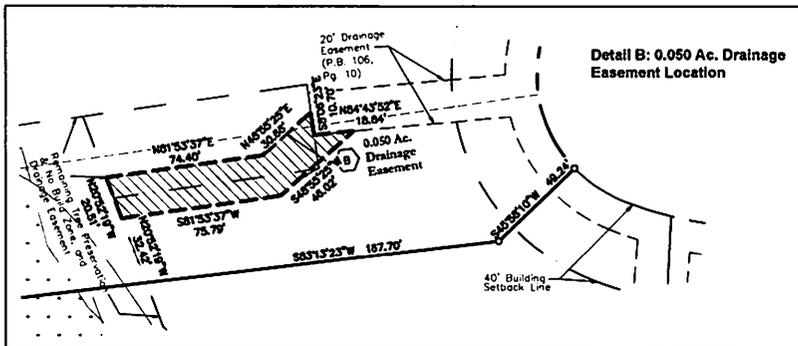
Notary Public, State of Ohio

Z:\24-0011-1098\DMG\PRODUCTION DRAWINGS\SURVEY\24-0011-1098 resub lot 19 fp1 rev 04-04-25.dwg page 1 Apr 17, 2025 10:11:53am dbishom

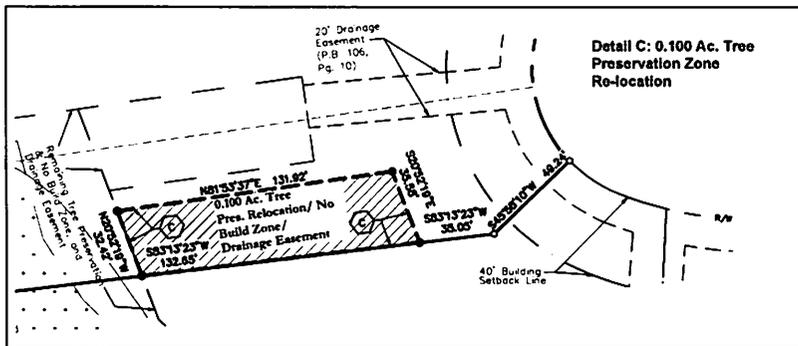
781 Science Boulevard, Suite 100
Cahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7750



Detail A: 0.094 Ac. Tree Preservation Zone Vacation

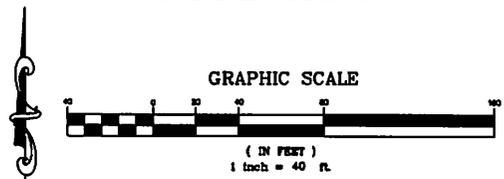


Detail B: 0.050 Ac. Drainage Easement Location



Detail C: 0.100 Ac. Tree Preservation Zone Re-location

RE-SUBDIVISION OF LOT 19 OF THE RE-SUDIVISION OF LOTS 8-11 OF HAWKSMOOR SUBDIVISION



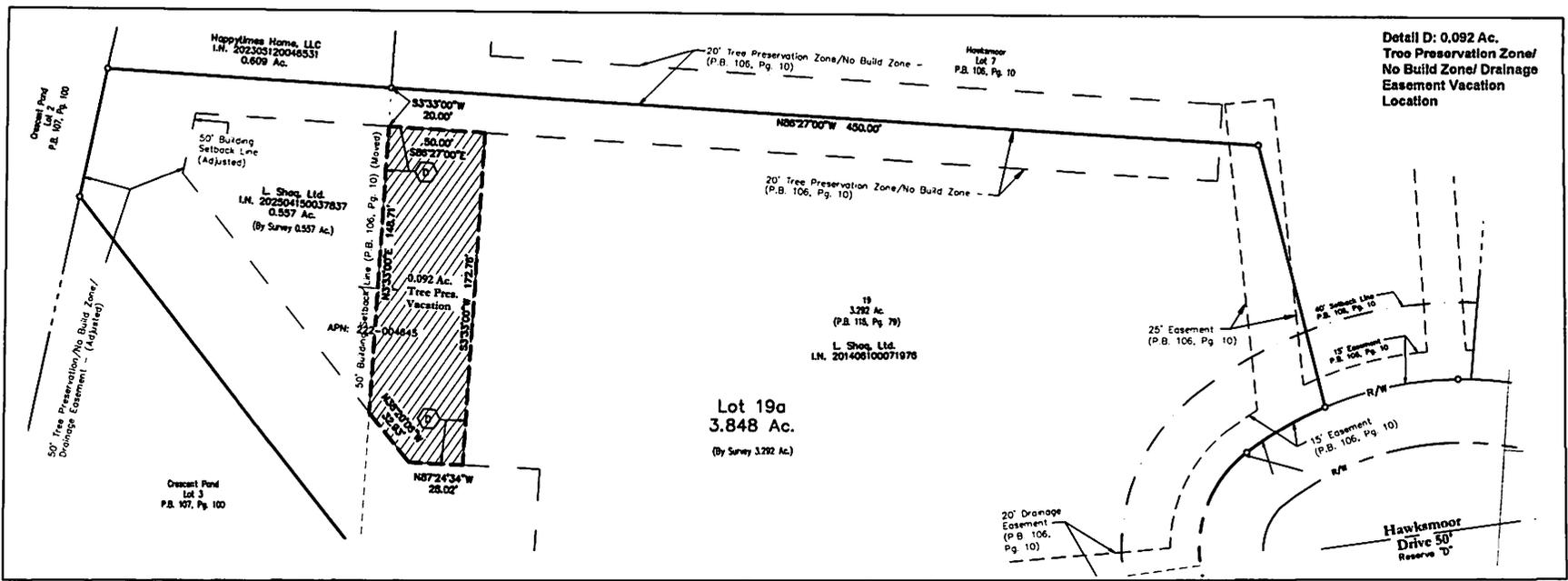
NOTE "E" - Acreage Breakdown:

(Lot 19) L.N. 201406100071976	3.292 Acres
L.N. 202504150037837	0.557 Acres
Total	3.849 Acres

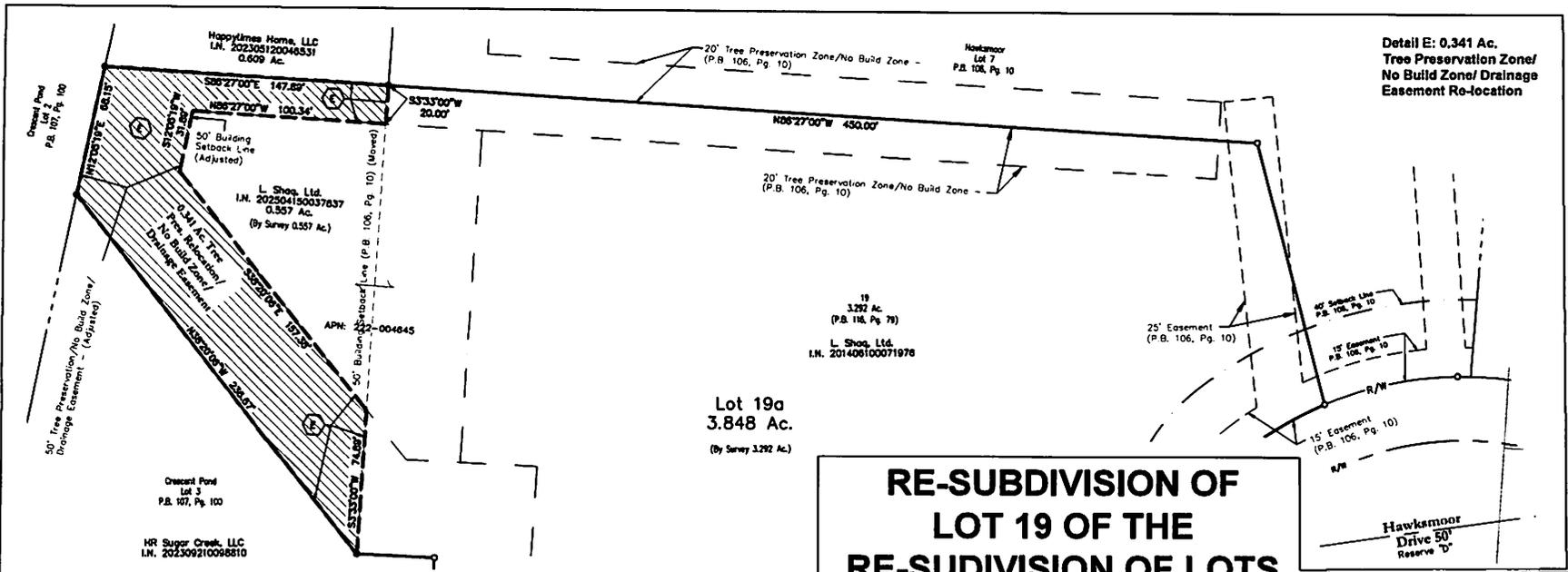
**ADVANCED
CIVIL DESIGN**
L.S. GUSTAFSON, P.E. & ASSOCIATES

781 Science Boulevard, Suite 100
Columbus, Ohio 43230
ph 614.428.7790
fax 614.428.7755

Z:\21-0011-1093\DWG\PRODUCTION DRAWINGS\SURVEY\21-0011-1093 needs lot 19.dwg rev 04-04-25.dwg page 3 Apr 17, 2025 - 10:08:51am ebshom

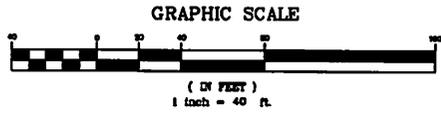


Detail D: 0.092 Ac.
Tree Preservation Zone/
No Build Zone/ Drainage
Easement Vacation
Location



Detail E: 0.341 Ac.
Tree Preservation Zone/
No Build Zone/ Drainage
Easement Re-location

**RE-SUBDIVISION OF
LOT 19 OF THE
RE-SUBDIVISION OF LOTS
8-11 OF HAWKSMOOR
SUBDIVISION**



NOTE "E" - Acreage Breakdown:

(Lot 19) LN. 201406100071978	3.292 Acres
LN. 202504150037837	0.557 Acres
Total	3.848 Acres

**ADVANCED
CIVIL DESIGN**
U.S. GEOLOGICAL SURVEY CONTRACTOR

781 Science Boulevard, Suite 100
Columbus, Ohio 43230
ph 614.428.7790
fax 614.428.7755

Z:\24-001-1088\DWG\PRODUCTION DRAWINGS\SURVEY\24-001-1088 resub lot 19 19 19 04-04-23.dwg page 4 Apr 17, 2025 - 10:08:14am ddbsham



RESOLUTION R-27-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO PURCHASE AGREEMENT BETWEEN THE CITY OF NEW ALBANY AND LHR INDUSTRIES INC. AND EXECUTE ALL RELATED REAL ESTATE DOCUMENTS ASSOCIATED WITH THAT PURCHASE AGREEMENT, INCLUDING THE LETTER OF INTENT, NECESSARY FOR THE PURCHASE OF THE 49.424+/- ACRES PARCEL LOCATED AT 6500 NEW ALBANY ROAD EAST AND COMMONLY KNOWN AS FRANKLIN COUNTY AUDITOR'S PARCEL NUMBER 222-002194-00 UPON THE SATISFACTORY COMPLETION OF ALL DUE DILIGENCE REQUIREMENTS REFERENCED IN THE ATTACHED LETTER OF INTENT AND/OR SUBSEQUENT PURCHASE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$15 MILLION DOLLARS

WHEREAS, the real estate parcel identified as 222-002194-00 by the Franklin County Auditor comprises approximately 49.424+/- acres at 6500 New Albany Road East, the former site of the Discover Financial Services building (the "Property"); and

WHEREAS, given its proximity to the Village Center, the New Albany Plain Local Schools Campus, New Albany International Business Park, and State Route 161 Interchange, the Property has the potential to provide significant benefit to the community subject to its appropriate redevelopment consistent with New Albany's strategic planning documents; and

WHEREAS, LHR Industries Inc. presently owns the Property and has indicated a willingness to sell the Property; and

WHEREAS, with the acquisition of the Property, subject to satisfactory completion of any due diligence requirements set forth in the attached Letter of Intent and/or any subsequently negotiated Purchase Agreement and/or necessary documents, the city intends to facilitate the redevelopment of the Property in a manner consistent with its strategic planning documents and for the benefit of the community; and

WHEREAS, LHR Industries Inc. is willing to sell the Property to the City of New Albany for a Purchase Price of fifteen million dollars (\$15,000,000.00).

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 Letter of Intent, attached as Exhibit A hereto, and to negotiate and execute a real estate purchase agreement and all associated supporting documents with LHR Industries, Inc. for the purchase of 49.424 +/- acres identified as Franklin County Auditor's Parcel Numbers 222-002194099 for a Purchase Price of \$15,000,000.00.

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 Section 121.22 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	08/08/2025
Introduced:	08/19/2025
Revised:	
Adopted:	
Effective:	

LETTER OF INTENT/OFFER TO PURCHASE

THIS LETTER OF INTENT/OFFER TO PURCHASE (the “Letter”) is made and entered into this ____ day of August, 2025 (the “Effective Date”) by and between **the City of New Albany, Ohio (“City” or “Purchaser”)**, an Ohio municipal corporation, and **LHR Industries (“LHR” or “Seller”)**, an Ohio limited liability company.

WHEREAS, Seller is the owner of certain real property consisting of approximately 49.424+/- acres, located at 6500 New Albany Road, New Albany, Ohio 43054 (the “Property”); and,

WHEREAS, the City is interested in purchasing the Property as described in Exhibit A and offers to buy the Property at a price more fully described below pursuant to terms and conditions, generally, outlined below and to be more fully provided in a negotiated Purchase Sale Agreement; and,

WHEREAS, Seller, upon acceptance of said offer, generally, agrees in principle to sell and convey to Purchaser, all of the plot, piece or parcel of land described more fully below and in Exhibit A together with all improvements located thereon and such fixtures and personal property, if any, as more fully listed below pursuant to terms and conditions to be more fully negotiated in a Purchase Sale Agreement;

WHEREAS, Purchaser offers to purchase the Property and Seller agrees to sell the Property pursuant to the general terms and conditions set forth below and subject to the negotiations and agreement of a Purchase Sale Agreement.

ARTICLE I
PURCHASE AND SALE OF REAL ESTATE; CLOSING

1.1 Purchase and Sale of Real Property. At a Closing Date to be mutually agreed upon, Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller, 100% of the real estate land and property described in this Agreement subject to the terms set forth below and additional conditions/terms to be negotiated between the parties in a Purchase Sale Agreement.

(a) **Real Property.** Located in the City of New Albany, Ohio, being known as and more particularly described as:

Approximately 49.424 +/- acres, located at 6500 New Albany Road, New Albany, Ohio 43054, identified on Franklin County Auditor Parcel Number 222-002194-00..

(b) **Purchase Price.** In exchange for the Seller’s sale of such Property, and as consideration for Seller’s other obligations to the Purchaser set forth hereunder and/or in the Purchase Sale Agreement, the Purchaser shall pay to the Seller at Closing the amount of **Fifteen Million Dollars (\$15,000,000.00)** (the “Purchase Price”).

(c) **Title.** Seller shall convey by General Warranty Deed, free and clear of all liens, encumbrances, conditions, easements and restrictions, except conditions, easements and restrictions of record, and except taxes and assessments which are a lien, but not yet due and payable, that is properly executed and in a recordable format conveying the Property from the Seller to the Purchaser in order to consummate the purchase and sale of the Property as contemplated hereunder.

(d) **Conditions.** In making its offer, Purchaser is relying solely upon its own examination of the Real Property for the physical condition and character of the same, and not upon any representations by the Seller, except for those made directly to the Purchaser in this Letter, and, except for the specific representations and warranties contained herein, Purchaser will acquire the Property as outlined below. Purchaser's obligation to close will be contingent upon the satisfaction or waiver of the conditions to be determined, including but not limited to the following:

- (1) Upon entering a Purchase Sale Agreement, Purchaser shall have ninety (90) days to have any required/necessary inspections, solely at its discretion, including but not limited to an inspection to make certain the Property is free from environmental hazard and appropriate for its intended uses.
- (2) All deeds of trust, liens and other charges against the Property, if any, not assumed by Purchaser, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (3) Within fifteen (15) days after the effective date of this Letter demonstrated by the date of the last signature set forth below confirming agreement of the Parties, Seller shall use commercially reasonable efforts to cause a Title Company to issue to Purchaser a title commitment for the Real Property (the "**Title Commitment**"), together with copies of all items shown as exceptions to title therein. If it so desires, Purchaser shall obtain, no later than forty five (45) days after the effective date, at its sole cost and expense, a current ALTA/NSPS Land Title Survey of the Real Property (the "**Survey**") to be performed by a licensed registered land surveyor at Purchaser's cost. Purchaser shall have until the Due Diligence Period Expiration Date to provide written notice to Seller (an "**Objection Notice**") of any matters disclosed by the Title Commitment or shown on the Survey that are not satisfactory to Purchaser (collectively, the "**Title Objections**"). Should Purchaser fail to timely deliver notice of the Title Objections to Seller, then Purchaser shall be deemed to have no objections to the Title Commitment or Survey or the matters contained in either of them. If Purchaser timely delivers the Title Objections, then within ten (10) days after receipt of an Objection Notice, Seller shall either cure such objections, provide a written plan to cure such objections prior to Closing, or elect not to cure the objections, all of which options may be exercised by Seller in its sole discretion. If Seller has

not cured such objections or provided to Purchaser a plan for curing the objections which is acceptable to Purchaser in its sole discretion within ten (10) days after receipt of an Objection Notice, then Purchaser may elect, by providing written notice of its intention to Seller prior to the Due Diligence Period Expiration Date, to either (a) accept title to the Real Property subject to any uncured objections and proceed to Closing with no abatement of Purchase Price except for monetary liens of a fixed or ascertainable amount, or (b) terminate this Agreement, in which case the parties shall have no further obligations to one another, other than those that specifically survive termination of this Agreement. Any matter which is disclosed in the Survey or Title Commitment, and to which Purchaser does not timely object, or which Purchaser timely objects to and, despite Seller's inability or unwillingness to cure, Purchaser elects to assume by proceeding with the Closing, shall be deemed a "**Permitted Exception.**"

- (4) Purchaser shall obtain an appraisal confirming the appropriateness of the Purchase Price.
- (5) Purchaser shall obtain any statutorily-required approval of the Council of the City of New Albany, Ohio. If Council of the City of New Albany, Ohio fails to approve the purchase of the property, the City shall have no obligation to proceed with the purchase.
- (6) Other contingencies to be discussed and agreed upon by the parties and included in the negotiated Purchase Sale Agreement.

(f) **Risk of Loss.** The risk of loss or damage by fire or other casualty or cause to the Real Property shall be upon Seller. In the event of such loss or damage to the Real Property, the Purchaser may, at its option, terminate further action under this Letter and rescind the offer to purchase the Real Property by written notice to the Seller; thereupon, no party to this Letter and/or any negotiated Purchase Sale Agreement shall have any liability to any other party. If this this Letter and/or any negotiated Purchase Sale Agreement t is terminated pursuant to the provisions of this paragraph, the Earnest Money shall be returned to Purchaser.

1.2 Closing. Closing shall occur at a mutually agreeable date to be negotiated by the parties

1.3 Purchaser Contingencies. The obligation of the Purchaser to perform its obligations set forth under this Agreement is contingent upon the following:

- (1) Purchaser shall have until ninety (90) days from the date a Sales Purchase Agreement is negotiated in order to complete Purchaser's due diligence investigation of the Real Property ("Due Diligence Period"). In connection therewith, Seller agrees to provide Purchaser with such records, documents, and other information reasonably requested by Purchaser to complete such

investigation which shall not be unreasonably withheld. Seller expressly recognizes and understands that any and all records, documents or other information requested by and shared with Purchaser may be shared by Purchaser with the New Albany Plain Local School District (“NAPLS”). If Purchaser determines that the results of any part of Purchaser’s investigation of the Property is unsatisfactory, Purchaser may terminate this Agreement by giving Seller written notice prior to the expiration of the Due Diligence Period. In the event of termination, Purchaser and Seller shall be released from all further obligations under this Agreement. If Purchaser does not provide Seller such written notice prior to the conclusion of the ninety (90) day period such contingency shall be deemed waived.

- (2) The ability of Purchaser to obtain approval of the Council of the City of New Albany, Ohio.
- (3) The absence of any material litigation involving the Real Property.
- (4) Seller meeting the conditions set forth above in Paragraph 1.1(d)(1)-(5).

If Purchaser does not provide Seller such written notice that Seller has failed to meet any of the above contingencies prior to the conclusion of the Due Diligence Period, such contingency shall be waived.

1.4 Assurances Seller agrees to assist Purchaser with all actions necessary to obtain all licenses, certificates, permits, consents, approvals, authorizations and orders of Third Parties, if any, including federal, state and local entities necessary in order to complete the purchase of the Property. Further, once Seller accepts Purchaser’s Offer, it shall not solicit any further offers to purchase the Property.

1.5 Reasonable Access Upon reasonable notice, Seller will provide reasonable access to Purchaser, or Purchaser’s representatives, including representatives of the NAPLS for the purposes of appraisal, inspection, and/or evaluation in accordance with the “Due Diligence Period” set forth more fully in this Letter. Notwithstanding anything contained in this Letter to the contrary, Purchaser acknowledges and agrees that during the Due Diligence Period, Seller will continue to conduct business operations, if any, or improvements to the Property consistent with this Letter. Access shall be provided to Purchaser, its representatives and/or the NAPLS, and its representatives, after prior notification and coordination with Seller’s representative.

ARTICLE II

Representations and Warranties of Seller

By accepting this Offer, Seller hereby represents and warrants to the Purchaser as follows:

2.1 Power and Authority. The Seller has the full power and authority to enter into and to carry out the terms of this Letter and any negotiated Purchase Sale Agreement, without the consent of any other party. Seller is the sole owner of the Real Estate.

2.2 Taxes. Seller has timely filed all federal, state and/or local real estate and/or other property taxes related to the Real Property, if any, that are required to be filed by it prior to the Closing Date. Seller warrants that there are no pending or threatened disputes as to any real estate or property taxes payable by Seller and that it does not and will not in the future have any liability, fixed or contingent, for any unpaid state or local taxes or other governmental or regulatory charges whatsoever relating to the Real Estate prior to the Closing. Pursuant to Section 1.1(d)(2), above, Real Estate taxes and assessments which are a lien against the Property, but not yet due and payable shall be the responsibility of the Seller. The Seller agrees that it shall solely be responsible for any and all claims for tax matters relating to matters prior to the Closing Date and that, if an issue arises wherein Seller's tax negligence has caused the Purchaser financial damages, Sellers agrees to compensate Purchaser for damages as determined through the Dispute Resolution process.

2.3 Litigation. The Seller is not subject to, or in default under, any judgment, award, order, writ, injunction, arbitration decision or decree, relating to the Real Estate, and there is no litigation, administrative action, arbitration, proceeding or investigation pending, or to the best of the Seller's knowledge, threatened or likely to occur, before any court, governmental agency, administrative agency or arbitrator, or before any other tribunal relating to the Real Estate.

2.4 Compliance with Laws. The Seller has no knowledge of any violation of, and has received no notice, asserting any non-compliance in connection with any applicable statute, rule or regulation, whether federal, state or local relating to the Real Estate.

2.5 Undisclosed Liabilities. No liability or obligation of any nature, whether accrued, absolute, contingent or otherwise, relating to the Real Estate exists which could, after the Closing, result in any form of transferee liability against the Purchaser of Real Estate (except installments of real estate taxes and assessments not yet due and payable) or the full, free and unencumbered use and ownership of the Real Estate (except those matters referenced in Section 2.3, above).

ARTICLE III **Miscellaneous**

3.1 Binding Effect; Assignment Notwithstanding the terms contained herein, this Letter shall be non-binding upon the parties. Upon acceptance of Purchaser's Offer to Purchase demonstrated by the signature of Seller's authorized representative below, Seller shall prepare a draft Purchase Sale Agreement for further review and negotiation between the parties.

3.2 Expenses. Each party hereto shall assume and bear all expenses, costs and fees incurred or assumed by such party in the preparation and execution of the sale and purchase of the Property, including, but not limited to, the fees and expenses of counsel, accountants and

other experts, regardless of whether or not the transactions contemplated hereby shall be consummated.

3.3 New Albany City Council The parties expressly understand that no sale can be completed without the approval of the City Council of New Albany.

3.4 Offer Expiration The terms of this offer shall expire ___ August, 2025.

The remainder of this page is intentionally left blank.

FOR PURCHASER

FOR SELLER

Date

Date



RESOLUTION R-28-2025

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT AND EXECUTE ALL NECESSARY AGREEMENTS RELATED TO THE IMPLEMENTATION OF A DRONE SHOW AND FIREWORKS FOR THE SEMIQUINCENTENNIAL CELEBRATION AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, the City of New Albany is currently planning a 2-day Semiquincentennial Celebration, with the first day of festivities tentatively scheduled for July 3 in Rose Run Park and extending to the Hinson Amphitheater and a parade and fireworks on July 4th; and

WHEREAS, the July 3rd activities may include an early evening program to evoke a nostalgic, hometown atmosphere, with an ice cream social throughout Rose Run Park, open to the entire community, featuring strolling barbershop quartets, ice cream vendors and patriotic décor; and

WHEREAS, as the evening progresses, and in partnership with the New Albany Symphony, a choreographed drone show is proposed to take place above the Hinson Amphitheater, with patrons able to enjoy the display from both within the amphitheater and the surrounding areas; and

WHEREAS, the city finds that incorporating a drone show as part of the Semiquincentennial Celebration will provide a unique, innovative and memorable experience for the community; and

WHEREAS, the city would like to provide enhanced fireworks on the July 4th holiday to commemorate the special Semiquincentennial Celebration; and

WHEREAS, the city has interviewed and received pricing from 3 vendors for these services; and

WHEREAS, the funding was provided for in the Mid-Year Appropriation Ordinance (O-29-2025); and

WHEREAS, the city seeks to waive competitive bidding in order to expedite the contracting process, as drone shows for the Semiquincentennial are in high demand and vendor availability is limited.

NOW, THEREFORE, be it resolved by the Council of the City of New Albany, Counties of Franklin and Licking, State of Ohio, that;

Section 1. The city manager is hereby authorized and directed to enter into a contract agreement and execute all necessary agreements related to the implementation of a drone show for the Semiquincentennial Celebration.

Section 2. Council hereby waives competitive bidding pursuant to Section 9.04 of the City Charter for the reasons set forth in the 'Whereas' clauses set forth above.

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

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

CERTIFIED AS ADOPTED this _____ day of _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	08/08/2025
Introduced:	08/19/2025
Revised:	
Adopted:	
Effective:	



RESOLUTION R-29-2025

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE ALL CONTRACTS RELATED TO THE EMERGENCY REPAIR OF THE BEECH ROAD AND MORSE ROAD INTERSECTION AND TO WAIVE COMPETITIVE BIDDING

WHEREAS, the New Albany International Business Park has realized substantial growth, resulting in increased traffic through the Beech Road and Morse Road corridors; and

WHEREAS, the intersection of Beech Road and Morse Road has deteriorated significantly due to increased traffic volumes associated with nearby development and now requires immediate repairs to ensure continued safe and efficient travel; and

WHEREAS, the city has solicited quotes from two qualified contractors for this work; and

WHEREAS, the city engineer has reviewed the quotes and determined that Trucco Construction is best suited to complete the scope of work based on capability, responsiveness, and timing; and

WHEREAS, the city desires to waive competitive bidding in order to respond to the urgent need for repair and to engage a contractor that is available and capable of completing the work expeditiously.

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 and directed to execute all contracts related to the emergency repair of the Beech Road and Morse Road intersection, including a contract with Trucco Construction in an amount not to exceed \$150,000.

Section 2. Council hereby waives competitive bidding pursuant to Section 9.04 of the City Charter for the reasons set forth in the "Whereas" clauses above.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 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 _____, 2025.

Attest:

Sloan T. Spalding
Mayor

Jennifer H. Mason
Clerk of Council

Approved as to form:

Benjamin S. Albrecht
Law Director

Legislation dates:	
Prepared:	08/08/2025
Introduced:	08/19/2025
Revised:	
Adopted:	
Effective:	