



ORDINANCE O-14-2026

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF NEW ALBANY BY AMENDING THE ZONING MAP TO REZONE 18.461 +/- ACRES OF LAND LOCATED AT 6060 EAST DUBLIN-GRANVILLE ROAD FOR AN AREA TO BE KNOWN AS THE "PRAIRIE HOUSE NEIGHBORHOOD" FROM ITS CURRENT ZONING OF SINGLE FAMILY RESIDENTIAL (R-2) TO "I-PUD" INFILL-PLANNED UNIT DEVELOPMENT AS REQUESTED BY FIVE DEVELOPMENT LLC, C/O AARON UNDERHILL, ESQ.

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

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

WHEREAS, pursuant to the application by Five Development LLC, c/o Aaron Underhill, Esq., the New Albany Planning Commission has reviewed the proposed zoning amendment and recommended its approval on April 6, 2026 (ZC-15-2026).

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

Section 1. Council hereby amends the zoning ordinance map of the city of New Albany to change the zoning classification of the following described site:

- A. A 18.461 ± acre area of land located at 6060 East Dublin-Grandville Road for an area to be known as the "Prairie House Neighborhood" from its current zoning of Single Family Residential (R-2) to Infill-Planned Unit Development (I-PUD).
- B. The zoning district's zoning text and preliminary development plan are hereby attached and marked Exhibit A.

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

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

CERTIFIED AS ADOPTED this 21 day of July, 2026.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	04/24/2026
Introduced:	05/05/2026
Revised:	07/10/2026
Adopted:	07/21/2026
Effective:	08/20/2026

Exhibit A - O-14-2026

PRAIRIE HOUSE NEIGHBORHOOD INFILL PLANNED UNIT DEVELOPMENT (I-PUD)

ZONING AND DEVELOPMENT STANDARDS TEXT

June 29, 2026

I. Introduction and Summary:

The property that is the subject of this PUD zoning text consists of 18.461± acres located on the former Prairie House site. It is to the north of and adjacent to East Dublin-Granville Road across from the intersection of that street with the entrance to Pickett Place. Various phases of Hampsted Village are located adjacent to the property on the west, east, and north.

The present zoning of the property is R-2, Estate Residential. This classification has applied to the property for many years despite retail uses having been operated therefrom. Non-residential uses are not appropriate for the property given the developed context around it. While the R-2 zoning of the site provides for a permitted density of 2.1 units per acre (20,000 minimum lot size divided into 43,560 square feet contained in an acre = 2.1 units/acre), the development standards which apply to the site are outdated and will result in a homogenous and less interesting plan that is being presented with this PUD. This plan will facilitate the clustering of homes, variety in lot sizes, and the preservation of trees that may not be achievable under the current zoning. The flexibility of standards afforded by a PUD will be pivotal in driving home prices upward, benefiting the New Albany Plain Local School District and the values of surrounding homes. The community will consist of custom and semi-custom homes that will meet the level of quality found in the New Albany County Club Communities.

II. Permitted Uses:

Permitted uses in this zoning district include single-family dwellings, parks, and open spaces. Residential model homes shall be conditional uses.

III. Development Standards:

Unless otherwise specified in the submitted drawings or in this written text the development standards of Title Five of the Codified Ordinances of the City of New Albany shall apply to this zoning district, as will the applicable provisions of the City's Design Guidelines and Requirements (DGRs). Basic development standards are being provided for items such as density, site planning, traffic, circulation, landscaping, and architecture. These component standards ensure consistency and quality throughout the development.

A. Density, Lot and Setback Commitments:

1. Number of Homes. There shall be a maximum of 38 homes.

2. Lot Widths. There shall be a mixture of lot widths and lot areas in this zoning district to achieve a variety of lot sizes. All lots shall have a minimum lot width of 60 feet or greater, provided that a maximum of 2 lots may have a minimum width of 50 feet or greater. For purposes of determining width and setback requirements, lots shall be categorized as Lot Prototype A, B, C, D, or E, or as a “Specialty Lot.” The preliminary locations of each type of lot are shown in the “Lot Parameters” exhibit that accompanies the preliminary development plan. Final locations of each lot type shall be reviewed and approved as part of a final development plan.
3. Lot Depths. The minimum depths of lots shall be 95 feet.
4. Front Yard Setbacks.
 - a. Home Facades. The following minimum front yard setbacks shall be required from the front lot line for all facades of a home which are not part of a garage based on the Lot Prototype on which they are located:
 - i. Lot Prototype A. 28 feet
 - ii. Lot Prototype B. 28 feet
 - iii. Lot Prototype C. 8 feet
 - iv. Lot Prototype D. 8 feet
 - v. Lot Prototype E. 28 feet
 - vi. Specialty Lots. 8 feet
 - b. Garage Facades. The minimum setback from front lot lines shall be zero for garages of homes that are located on Lot Prototypes A, B, and E and on Specialty Lots, provided that appropriate easements shall be implemented to accommodate off-site footings, eaves, and public and private utilities. No encroachments into the public street right-of-way shall be permitted. For garages on homes located on Lot Prototypes C and D, the minimum front setback shall be 8 feet.
5. Side Yard Setbacks.
 - a. Home Facades. There shall be a minimum setback of 5 feet from side lot lines on all lots for all facades of a home which are not part of a garage.
 - b. Garage Facades. The minimum setback from side lot lines shall be zero for garages of homes located on Lot Prototypes A, B, and E and on Specialty Lots, provided that appropriate easements shall be implemented

to accommodate off-site footings, eaves, and public and private utilities. No encroachments into the public street right-of-way shall be permitted. For garages on homes located on Lot Prototypes C and D, the minimum garage setback shall be 5 feet. In no event shall any two structures on adjacent lots be located less than 5 feet from one another.

6. Rear Yard Setbacks. There shall be a minimum rear yard setback for homes and garages of (i) 20 feet for all lots which do not share a property line with a perimeter boundary of this zoning district, except that lots which a rear lot line along an alley shall have a 10-foot minimum setback. There shall be a minimum rear yard setback for homes and garages of 30 feet for all lots which share a property line with the eastern perimeter boundary line of this zoning district and 40 feet for all lots which share a property line with the western perimeter boundary of this zoning district.
7. East Dublin-Granville Road. There shall be a minimum setback for homes of 60 feet from the right-of-way of East Dublin-Granville Road.
8. Encroachments. Stoops, steps, and covered porches shall be permitted to encroach a maximum of 5 feet within the front yard setback line. They shall not be permitted to encroach within rights-of-way or easements. Patios shall be permitted to encroach up to 10 feet into the minimum rear yard setback. Window wells may encroach up to 2 feet into the minimum required side yard, excluding locations where a zero setback is permitted. Air conditioning units shall not be permitted to encroach into side yards.
9. Lot Coverage. The maximum impervious lot coverage for each lot shall be 60%.

B. Access, Loading, Parking and other Traffic Related Commitments

1. Vehicular Access. Vehicular access to and from the zoning district shall be provided from a public street within the development which connects to East Dublin-Granville Road and aligns its intersection with the public street to the south known as Pickett Place. A second access point shall be provided to the west of the primary entry point on East Dublin-Granville Road but shall be restricted to emergency access only. The emergency access shall be located within dedicated public right-of-way and shall be constructed of grass pavers. The grass within the pavers shall be mowed and trimmed by the development's property owners' association while the pavers themselves shall be maintained and replaced as needed by the City. Breakaway bollards shall be installed near the intersection of the emergency access drive and the right-of-way of East Dublin-Granville Road.

2. Rights-of-Way and Road Widths:

- a. East Dublin-Granville Road: Right-of-way shall be dedicated to the City for East Dublin-Granville Road for a distance of 50 feet from the centerline of the existing right-of-way for that street.
 - b. New Two-Way Streets. The right-of-way for internal public streets within the development that allow for traffic flow in opposite directions shall be 50 feet in width. Pavement for internal public streets shall be 26 feet in width. The following exception to the foregoing shall apply: For the loop street serving Lots 2, 3, and 4, there shall be a minimum pavement width of 23 feet and a minimum right-of-way width of 26 feet.
 - c. New One-Way Street. A one-way street shall be located to the front of Lots 22 through 26 as identified in the preliminary development plan. It shall have a minimum right-of-way width of 20 feet and a minimum pavement width of 12 feet. Parallel parking shall be permitted on one side of this street.
 - d. Private Alley. A private alley shall be located as generally illustrated in the preliminary development plan and as approved as part of a final development plan. The alley shall have a minimum of 12 feet of pavement and shall allow for one-way traffic. It shall be maintained by a private forced and funded homeowners' association that applies only to this zoning district. Appropriate easements shall be provided at the time of platting for vehicular access through (and the placement of utilities underneath or beside) the alley.
3. Off-Street Parking. All single-family homes shall be required to have a minimum of 2 parking spaces within a garage and a minimum of 1 off-street parking space.
4. On-Street Parking. On-street parking shall be prohibited on the public entry street into the development between East Dublin-Granville Road and the first intersection of that public street with another public street within the development. Otherwise, on-street parking shall be permitted on the sides of public streets which do not contain fire hydrants. No parking shall be permitted in the private alley within the development.
5. Driveway Aprons. All driveway aprons shall be constructed to accommodate a maximum 16-foot driveway at the right-of-way line.
6. Traffic Access Study. At a minimum, a traffic access study shall be filed by the applicant along with a final development plan for review and approval by the City Engineer.

C. Architectural Standards

1. Building Height. The maximum height of homes shall be 35 feet as measured per the Codified Ordinances.

2. Exterior Materials.

- a. Wall finish materials. Brick, wood siding, and composite materials shall be permitted as exterior façade materials. Exterior wall finish material must be used to complete massing elements. The application of brick veneer to a single building facade is prohibited. The use of vinyl as a primary or secondary façade material also is prohibited.
- b. Brick. House brick to be of a "handmade appearance." Traditional brick detailing is required, such as, but not limited to, traditional bonds, water table caps, sills, jack arches, segmental arches and soldier courses.
- c. Siding. Siding shall be cedar shiplap wood siding or composition material with a natural appearance. Houses with wood or composite siding shall have brick chimneys and brick plinths to the height of the water table.
- d. Colors. Permissible colors for exterior home façade materials shall comply with permitted color palettes under the City's Design Guidelines and Requirements unless modifications to this color palette are approved by the Planning Commission as determined in its sole discretion at the time of final development plan review.
- e. Roofs. Pitched roofs shall be required to have a minimum 6:12 rise over run. Roof pitches with rise over run of less than 6:12 are permitted on minor roofs (i.e. entry porches, dormers, etc.). Flat roofs shall be permitted but must integrate strong cornice lines. Roofs may be of natural slate wood shake or wood shingle, metal standing seam, or an architectural grade fiberglass asphalt shingle.
- f. Windows. Windows shall be of traditional themes. Simulated or true divided lite windows shall be required.
- g. Shutters. Where used, shutters shall be sized to cover the adjacent window and appear operable. Shutters shall be mounted on appropriate shutter hardware (hinges and shutter dogs).
- h. Gutters and downspouts. Traditional half round gutters and/or ogee gutters with downspouts shall be used.
- i. Skylights. Skylights in the roof shall be permitted, provided they are not visible from off-site. Cupolas, dormers, lanterns, belvederes or window

bays shall be permitted, provided they are consistent with the architectural theme.

- j. Solar: Solar panels are permitted to be installed as long as they are not visible from the front of the home.

3. Vehicular and Pedestrian Standards.

a. Garages.

- i. Orientation. Garages may be side loaded or front loaded, except that homes served by the private alley shall be rear loaded.
- ii. Overhead Doors. Individual bay garage doors are required, double wide garage doors are prohibited. The width of garage doors shall not exceed 9 feet. The scale of the garage shall be minimized by low, one-story roof lines and low fascia lines. Windows are encouraged in the walls of garages.
- iii. Garage Doors (Pedestrian). All pedestrian garage doors shall be solid paneled.
- iv. Garage doors (Vehicular). All overhead garage doors shall be solid paneled. No glazing shall be permitted in garage doors unless they are consistent with the architectural theme.

- b. Driveways and Entry Courts. The appearance of driveways and entry courts shall be consistent throughout the neighborhood. Driveways shall be made of a durable material. Appropriate materials are brick, dark color concrete pavers, asphalt with controlled edges, and rolled-in stone topping. Concrete driveways are prohibited, except if there is a sidewalk in front of the house, the approach to the sidewalk may be concrete.

- c. Sidewalks. A 5-foot wide concrete sidewalk shall be provided along both sides of each public street.

- d. Walkways. A minimum of three (3) foot wide private sidewalk constructed of brick shall be required for every residence from the public sidewalk to the residence or from the driveway to the residence. Landscape timbers and railroad tie edging of walks or driveways is prohibited.

- e. Leisure Paths. An existing leisure trail runs along the north side of East Dublin-Granville Road and includes a curvature where it will overlap with the proposed primary street entrance into the zoning district. When this new public street is constructed this portion of the leisure trail shall be

removed and, to the extent that is not located within the new street pavement, will be reconstructed to provide a more linear alignment with the path as it exists to the east and west of the entrance. Appropriate related improvements to the path, at and near the new street shall be made along with the construction of the new street to meet typical requirements at street crossings as required in similar situations throughout the City. A paved asphalt leisure path with a minimum width of 8 feet shall be provided in the parkland/open space within the northern portion of the zoning district. If permission is obtained from relevant adjacent property owners, the path shall provide for connections to adjacent properties. A potential layout for the leisure trail is provided along with the preliminary development plan, but the final location and layout shall be determined at the time of final development plan approval.

4. Attached Structures.

- a. Screened Porches. Screened porches are encouraged on the rear or sides of homes but are not permitted on the front. Detailing shall be traditional wood with a break in screening at rail height. Columns or full height vertical wood members shall be at least 6" x 6." All screened porch trim shall be painted. Roof lines of screened porches shall conform to the architectural style of the home and blend into the massing of the home.
- b. Service Courts. Service courts shall be provided to shield certain outdoor facilities from neighboring properties, including: air conditioners/heat pumps, garbage cans and carts, irrigation controllers, pumps, generators, and meters. All such facilities shall be enclosed within a service court which is attached to the house, entirely enclosed by a privacy wall or fence being a minimum of four feet high. Service courts shall be located away from the bedrooms of adjoining residences where possible.

5. Swimming Pools/Spas.

- a. Locations and Enclosures. All swimming pools/spas shall be located in the rear yard, within the building line of the site, completely enclosed by fencing and screened from adjoining properties. Variances to allow encroachments of pools and spas into minimum required rear yard setbacks are strongly discouraged.
- b. In-Ground Pools. All swimming pools shall be in-ground construction. The swimming pool/spa equipment shall be within the enclosure and completely screened from adjoining properties.
- c. Spas. Spas may be constructed as part of the house and shall be flush with the top of the paving. Spas shall be completely screened from adjoining properties by fencing or landscaping.

6. Storage Buildings.

- a. Accessory Structures. Accessory structures shall be constructed of the same wall and roof materials as the home. The colors, walls, roof, and trim, shall match those used on the home. All other requirements for accessory structures shall be governed by relevant provisions of the Codified Ordinances.
- b. Equipment Storage. Storage of all maintenance equipment shall be within garages or permitted storage structures or screened from off-site view. Such items should not be visible from streets, common open spaces, adjacent lots, or adjacent developments.
- c. Vehicle Storage. All campers, off-road vehicles (i.e. box trucks), and boats must be parked within an enclosed garage. No undrivable vehicles or parts of vehicles may be stored outside.

7. Mailboxes. In accordance with federal postal regulations, one clustered box unit (CBU) shall be provided for mail delivery to residents in the development. The CBU shall be located within a privately owned common open space in a location to be determined at the time of final development plan approval and shall be maintained by a property owners' association that is specific to this development.

8. House Numbering. Each residence shall be required to install house numbers in a common location.

9. Orientation of Certain Homes. No homes shall back to parkland or open space. Homes on Lots 1 and 28 as shown in the preliminary development plan shall have their front facades facing the primary entry street into the zoning district, meaning that each of them shall have a side facade facing East Dublin-Granville Road. Landscaping shall be provided between the right-of-way of East Dublin-Granville Road and the sides on the homes on Lots 1 and 28 in a manner that is similar to that which was approved for the lots at the entry of the Oxford residential subdivision, known as Lots 1 and 20 of New Albany County Club Section 29.

Homes on Lots 2 and 29 shall be angled so that their rear facades do not run parallel or nearly parallel to the right-of-way for East Dublin-Granville Road. Side facades of homes on Lots 1, 2, 28, and 29 which face East Dublin-Granville Road shall include enhanced architectural elements to avoid the appearance of blank or monotonous designs. Examples of such enhancements include (but are not limited to) the presence of brick chimneys, generous use of windows, and the placement of a pedestrian entrance to the home which is designed to feel as if it is a primary entrance. As part of the final development plan application, a landscaping plan shall be provided for review and approval for the area within the minimum required setback from East Dublin-Granville Road. The landscaping plan shall provide similar types and quantities of landscaping as are found within

the minimum required setback from East Dublin-Granville Road on the south side of that street within the Pickett Place neighborhood. Where existing trees exist, they may be incorporated into the landscaping plan to meet the requirements of this provision.

D. Buffering, Landscaping, Open Space and Screening Commitments:

1. Stream Corridor Protection Zone: A stream corridor protection zone that is a minimum of 150 feet in width with no less than 75 feet of this width to be located on either side of the centerline of the stream shall be provided along the stream within the parkland/open space located in the northern portion of the development. Buildings, pavement, and any accessory or accessory structures that include a foundation or that otherwise require a building permit shall be prohibited in this protection zone. A leisure path may be located within this zone.
2. Tree Preservation Zones:
 - a. Along Perimeters. A tree preservation zone shall apply:
 - i. Between the western perimeter boundary line of the zoning district and the western boundary of an existing sanitary sewer easement as shown in the preliminary development plan. This zone is at least 20 feet in width and may exceed that distance in some locations. For purposes of clarification, the developer does not intend to remove trees from within the sanitary sewer easement area but has not labeled that area as a tree preservation zone due to the rights of the easement holder to remove trees should it need to maintain, repair, or replace the sanitary line within it;
 - ii. For a distance of 15 feet from the eastern perimeter boundary line of this zoning district; and
 - iii. For a distance of 50 feet from the right-of-way of East Dublin Granville Road between the emergency vehicular access point on that street and the western perimeter boundary line of the zoning district. Should the City or any other beneficiary of the existing sanitary sewer easement that runs north-south through this preservation area remove trees within the easement area in furtherance of rights running in favor of them, it shall not constitute a violation of this provision by the developer, the homeowners' association, or any lot owner.
 - b. Protection and Limited Removal. Trees shall be protected and shall not be removed from tree preservation zones unless they are dead or diseased, are of an invasive or noxious species, or if they present a threat to the safety of persons or property.

- c. Within Northern Green Space. Trees shall be preserved within the northern parkland/open space within the zoning district except that they may be removed to install an approved leisure trail and to install stormwater management infrastructure, provided that the tree preservation requirements within perimeter tree preservation zones as detailed in the immediately preceding paragraph are respected. Trees also may be removed in this area for any other reason that is permitted and described in the immediately preceding paragraph.
 - d. Standard Preservation Practices. Additionally, standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.
 - e. Removal of Understory Vegetation. As part of final development plan approval, the Planning Commission may allow for the clearing of understory within tree preservation zones if it determines that it will enhance the aesthetics of these areas and will not unreasonably and negatively impact screening from adjacent lots or if it determines that understory is of a noxious or invasive species.
 - f. Recorded Restrictions. A written instrument with a specific prohibition on locating improvements within the tree preservation zones along the eastern and western perimeter boundary lines of the zoning district or within the existing sanitary sewer easement generally running parallel to the western perimeter boundary line of the zoning district shall be record against each lot which shares a rear lot line with said eastern perimeter or western perimeter boundary lines.
 - g. Playground Equipment. Playground equipment shall be provided within parkland within the zoning district generally to the west of Lot 38, with the specific location to be reviewed and approved as part of a final development plan. The developer shall be responsible for constructing this equipment. The party that is responsible for the maintenance of the playground equipment (i.e., the property owners' association or the City) shall be determined as part of the approval of a final development plan.
3. Street Trees. Street trees shall be required on both sides of internal streets. Trees are to be a minimum of two and a half (2 ½) inches in caliper at installation and shall be spaced at a maximum distance of thirty (30) feet on center. Trees may be grouped, provided the quantity is equivalent to one (1) tree per thirty (30) feet or fraction thereof. This requirement may be waived in areas where existing vegetation occurs. Trees shall not obstruct sight distance or signage, subject to staff approval. Street tree and signage locations shall be shown on the final development plan for review and approval.

4. Parkland and Open Space. Parkland and open space shall be provided in quantities required by the Codified Ordinances. Parkland shall be owned by the City and open space shall be owned by the community's property owners' association. Maintenance responsibilities for parkland and open space shall be defined and approved as part of the final development plan.
5. Temporary Fences. Snow fences shall be used as temporary barriers during construction around vegetation. All temporary fences must be removed prior to the issuance of a certificate of occupancy.
6. Permanent Fencing. Permanent fencing shall be permitted within required side and rear yard setbacks. No perimeter yard fencing shall extend beyond the front façade of a home that is closest to a street or road on which it fronts, nor shall any fencing be permitted within stormwater drainage easement areas. Permitted fencing materials include wood, wrought iron, and cementitious fiberboard or equivalent. Vinyl and chain link fences shall be prohibited. The maximum height of private fencing shall be as provided in the Codified Ordinances.

E. Lighting and Storage:

1. Lighting:
 - a. Landscape Lighting. Landscape lighting shall be used to provide for safety and ingress and egress only. Fixture lamps shall be incandescent and shall be shielded by planting or other methods. Uplighting of the exterior of a home shall be prohibited.
 - b. Street Lights. City of New Albany gooseneck street lights shall be utilized (Holophane-Holbrook HLDK-175 MII 120 or its equivalent). Finish of the fixtures shall be in New Albany Green. Other light fixtures may be used subject to approval by the City of New Albany Planning Commission.
 - c. Security Lighting: Utility pole-mounted yard lights and large (greater than 200 watts) flood lights mounted to the house, which are visible from adjacent properties, are prohibited.
 - d. Yard and Door Lights. Each house shall have a minimum of one (1) yard light near the sidewalk at the front entry and one wall mounted porch light at the front door. Lamp locations shall be consistent from house to house. All yard lights shall have a photocell light sensor.
2. Garbage Cans. All garbage cans and other waste containers shall be kept in the garage, permitted storage buildings, or within approved screened areas.

F. Graphics and Signage Commitments

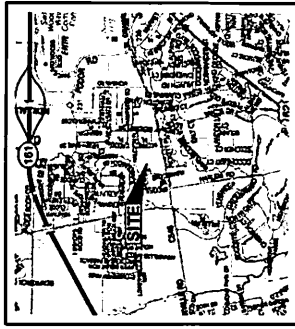
The development shall utilize standard City of New Albany street regulatory signage. Other signage shall conform with relevant provisions of the Codified Ordinances.

G. Miscellaneous Commitments

1. No Pre-Fabricated Buildings. Pre-fabricated storage buildings are prohibited.
2. Sport and Recreational Equipment: Basketball backboards and supports, swing sets and other children's play facilities shall be permitted, provided they are screened from adjoining properties.
3. Utilities: All proposed utilities shall be placed underground.
4. Owners' Association. The property within this zoning district will be made part of a forced and funded property owner's association particular to the development in order to provide the means to maintain and operate common areas that are not dedicated to the City.

H. Variances and Appeals:

1. Nature of Variance: On a particular property, extraordinary circumstances may exist making a strict enforcement of the applicable development standards of this PUD text or the Zoning Ordinance unreasonable and, therefore, the procedure for variance from development standards is provided to allow the flexibility necessary to adapt to changed or unusual conditions, both foreseen and unforeseen, under circumstances which do not ordinarily involve a change of the primary use of the land or structure permitted.
2. Variance and Appeals Process: The procedures and requirements of Chapter 1113, Appeal and Variances, of the Codified Ordinances of the City of New Albany shall be followed in cases of appeals. Requests for variances shall be heard by the Planning Commission.



TYPICAL DIMENSIONS AND SETBACKS

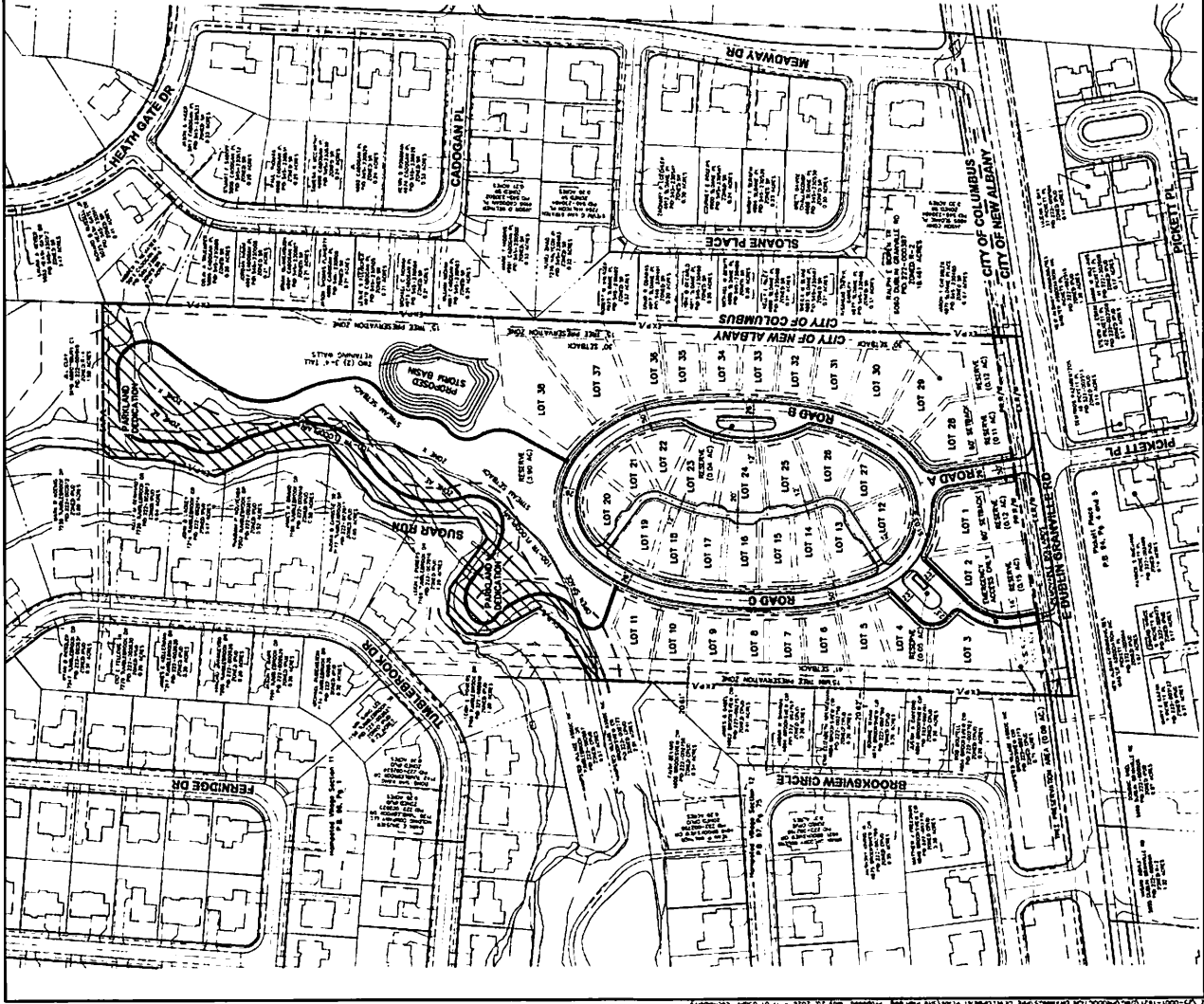
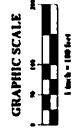
SITE DATA TABLE

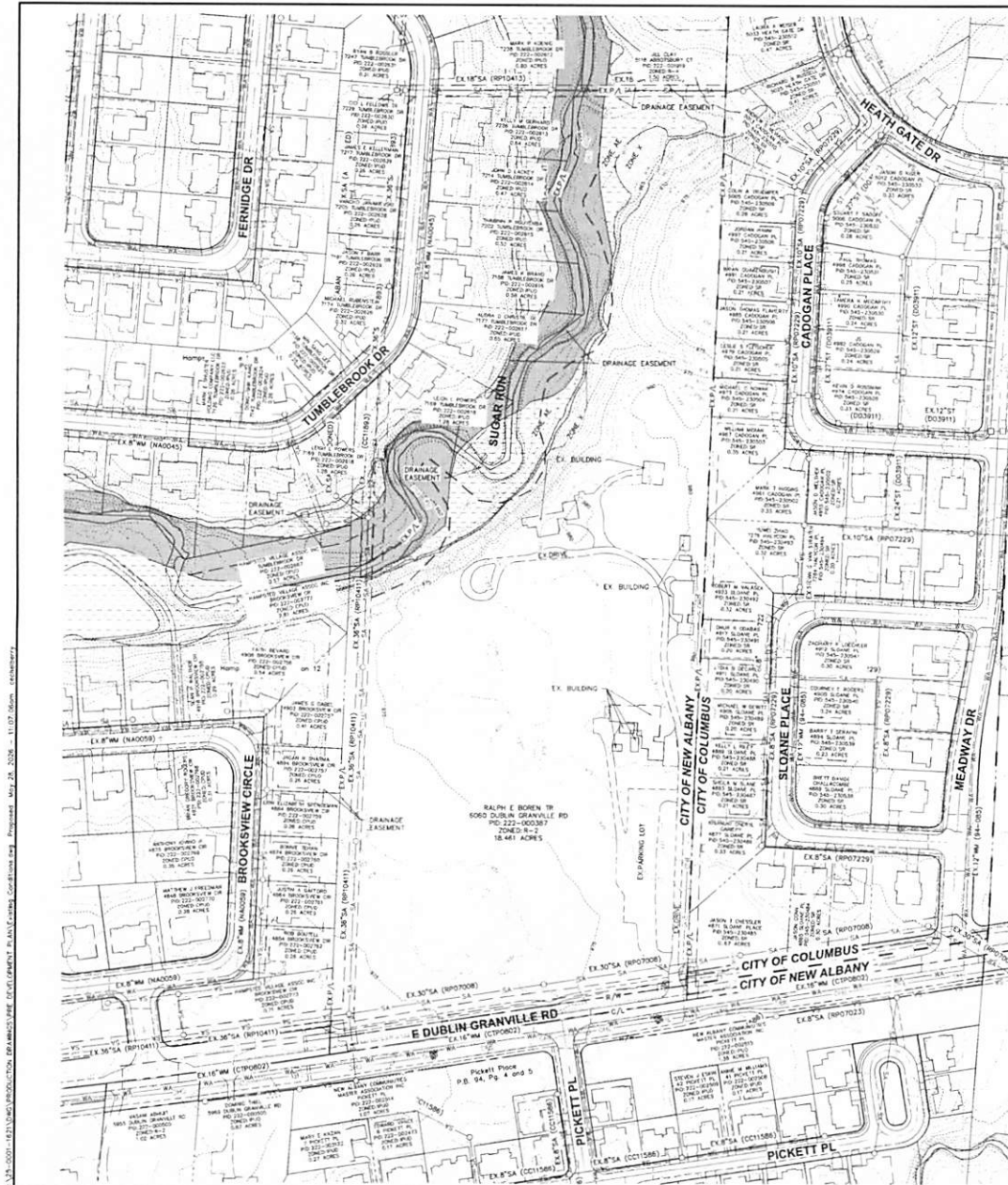
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LEGEND

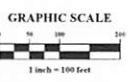
	PAPERLAND DEDICATION
	SMILE PRESERVATION
	CROSS PAPERS
	PROPOSED DUGAN LIFE JOURNAL

EDITOR

[illegible][illegible][illegible]



- LEGEND**
- ST — EXISTING STORM SEWER
 - CA — EXISTING SANITARY SEWER
 - WA — EXISTING WATER MAIN
 - GA — EXISTING GAS MAIN
 - OE — EXISTING OVERHEAD ELECTRIC
 - ZONE A1
 - 100-YEAR FLOOD AREA
 - ZONE X FLOOD AREA (500-YEAR FLOOD)



CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO
PRELIMINARY DEVELOPMENT PLAN
 FOR
6060 DUBLIN GRANVILLE ROAD
EXISTING CONDITIONS

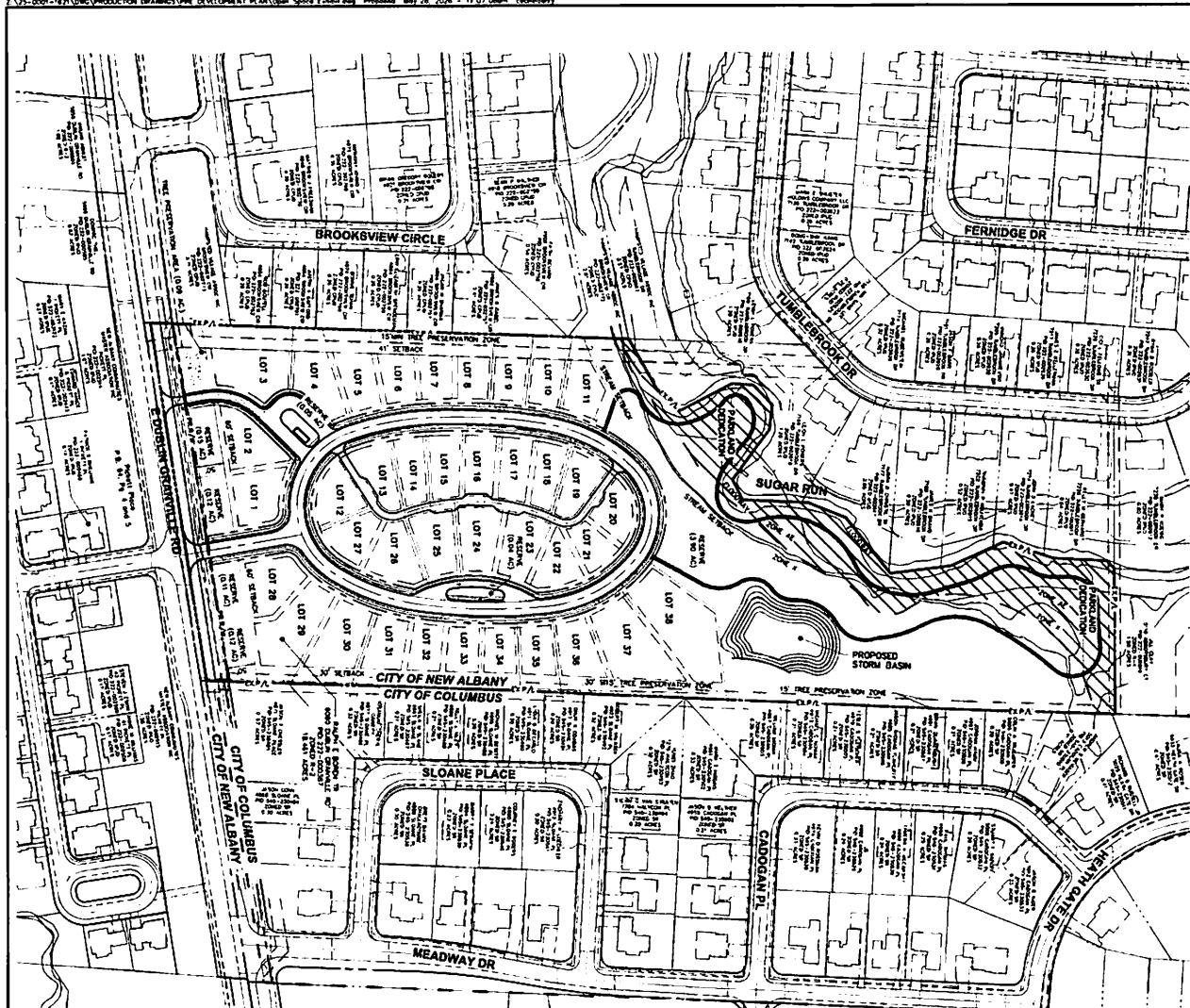
PLAN PREPARED BY:

ADVANCED CIVIL DESIGN
 INC.

781 Science Boulevard, Suite 100
 Columbus, Ohio 43230
 PH 614.428.7700
 FAX 614.428.7701

SCALE: 1" = 100'
 DATE: 05/28/2026

SHEET 2 / 7

[illegible]

	PLANT AND ORCHARD
	WATER PROTECTION ZONE
	RECREATION
	GRASS PASTURE
	PROTECTED SUGAR PLANT ACCESS PATTERN



**PRELIMINARY DEVELOPMENT PLAN
FOR
6080 DUBLIN GRANVILLE ROAD
OPEN SPACE EXHIBIT**

0175 OF 0162 (MAYBURY, FRANKLIN COUNTY, OHIO)
 PRELIMINARY DEVELOPMENT PLAN
 FROM
 6060 DUBLIN GRANVILLE ROAD
 SITE PLAN
 PLAN PREPARED BY
 701 KENNEDY BOULEVARD, SUITE 200
 ADVANCED CIVIL DESIGN
 601-442-7779
 601-442-7778
 601-442-7777
 5/7
 05/18/2016
 SCALE: 1" = 40'



SITE SUMMARY: THE SUBJECT PROPERTY IS APPROXIMATELY 18.48 ACRES, CONSISTING OF A SINGLE COMMERCIAL USE PROPERTY, CONTAINING MULTIPLE BUILDINGS AND ASSOCIATED PARKING AND DRIVE AREAS, AS WELL AS HEAVY TRAIL STANGOS AND MATHEMATICS OF SUGAR BEE. THE PROPOSED DEVELOPMENT IS A SINGLE-FAMILY SUBDIVISION WITH 38 LOTS ASSOCIATED WITH THE PROPERTY. THE PROPERTY IS CURRENTLY USED FOR AGRICULTURE AND STORAGE OF AGRICULTURAL EQUIPMENT. THE PROPOSED DEVELOPMENT WILL REQUIRE THE REMOVAL OF EXISTING TREES AND THE INSTALLATION OF NEW FLOODPLAIN FLOODPLAIN AND STREAM BUFFER AREAS. THE DEVELOPMENT WILL REQUIRE THE REMOVAL OF EXISTING TREES AND THE INSTALLATION OF NEW FLOODPLAIN FLOODPLAIN AND STREAM BUFFER AREAS. THE DEVELOPMENT WILL REQUIRE THE REMOVAL OF EXISTING TREES AND THE INSTALLATION OF NEW FLOODPLAIN FLOODPLAIN AND STREAM BUFFER AREAS.

EXISTING ORANGE AND SOIL CONDITIONS

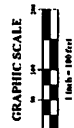
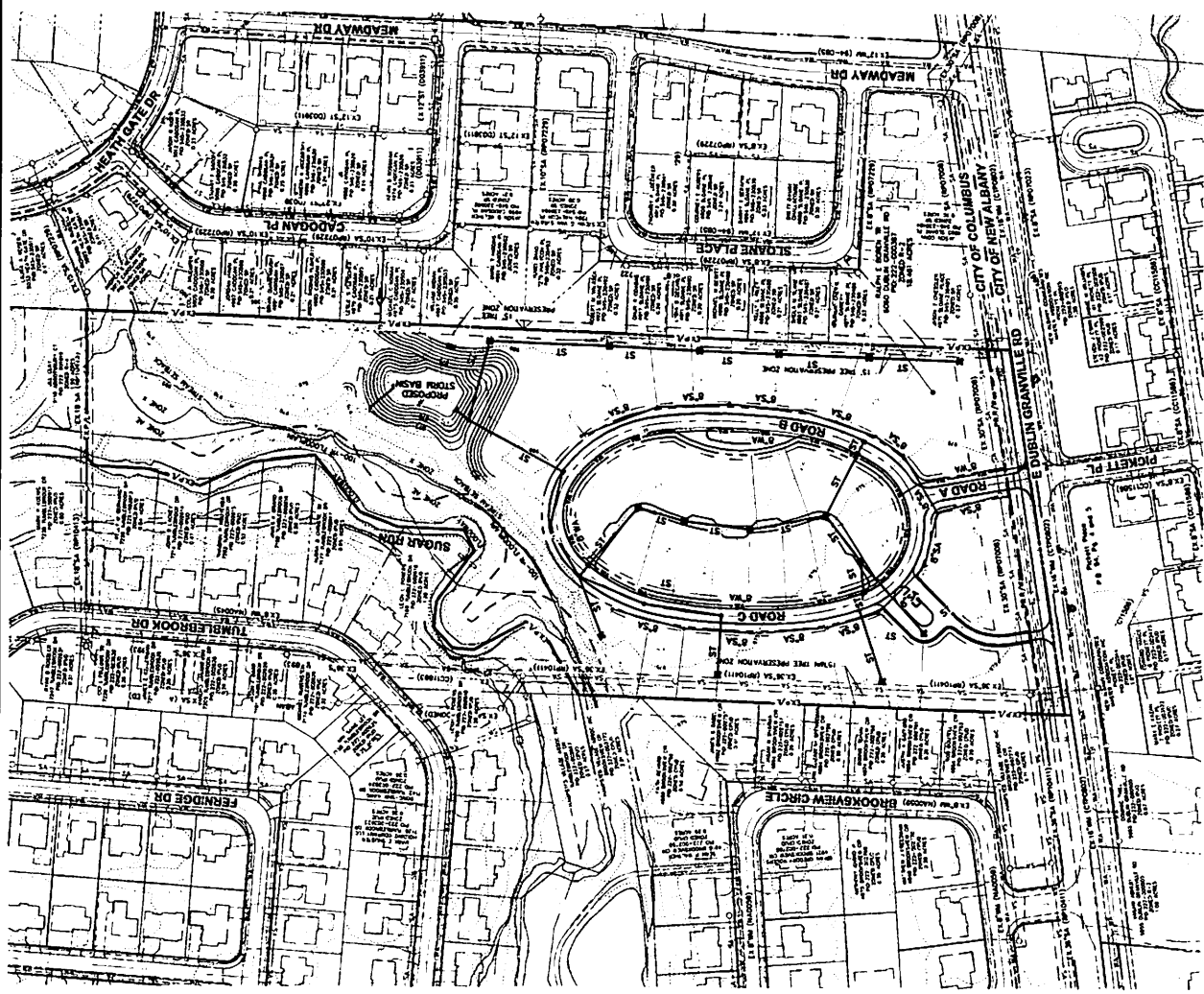
ALLOWABLE RELEASE RATE. THE PORTERCOAST HAS AN OVERALL ALLOWED BUILDING SHALE THAT CONVERTS ROCKET INTO THE PROPERTY TO THE PORTERCOAST. THE PORTERCOAST HAS AN OVERALL ALLOWED BUILDING SHALE THAT CONVERTS ROCKET INTO THE PROPERTY TO THE PORTERCOAST.

STORM WATER QUANTITY CONTROL.

STORM WATER QUALITY CONTROL:
PER THE OHIO IPA CULMINATION CONSTRUCTION PERMIT, A STORMWATER BEST MANAGEMENT PRACTICE (BMP) IS REQUIRED TO TREAT THE FIRST FLOOD RUNOFF VOLUME PRODUCED BY A ONE RAINFALL EVENT THE SO TREATMENT FOR THIS SITE WILL BE ACCOMPLISHED WITHIN THE STORMWATER MANAGEMENT FACILITIES DESCRIBED ABOVE WITHIN ALL OF THE OHIO IPA REQUIREMENTS.

CONCLUSION: THE PROPOSED DEVELOPMENT WILL PROVIDE SURFACE AND SUBSURFACE STORMWATER CONVEYANCES TO CARRY RUNOFF SAFELY THROUGH THE SITE. THROUGH THE DEDICATED STORMWATER MANAGEMENT FACILITIES, THOSE STORMWATER MANAGEMENT FACILITIES WILL PROVIDE FLOOD CONTROL AND TREATMENT OF CAPTURED WATER TO COMPLY WITH THE CITY OF COLUMBUS STORMWATER MANAGEMENT REQUIREMENTS AND OHIO EPA WATER QUALITY REQUIREMENTS.

Case	VOLUME (GALLONS)				REMARKS
	3-10	3-11	3-12	3-13	
1	0.04	0.08	18.01	21.48	29.82
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[illegible]



ORDINANCE O-20-2026

AN ORDINANCE TO APPROVE THE FINAL PLAT FOR 17 RESIDENTIAL LOTS, TWO RESERVES, AND TWO ROADS ON 4.626 +/- ACRES FOR HAMLET AT SUGAR RUN PHASE 3 GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NEW ALBANY CONDIT ROAD AND CENTRAL COLLEGE ROAD, AS REQUESTED BY NONA MASTER DEVELOPMENT

WHEREAS, an application to approve the Hamlet at Sugar Run Phase 3 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 May 18, 2026, recommended approval of this final plat (FPL-29-2026); and

WHEREAS, the final plat includes 4.626 +/- acres of land to be subdivided into 17 residential lots, two roads, and two reserves; and

WHEREAS, the city engineer certifies that the Hamlet at Sugar Run Phase 3 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 final plat 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 21 day of July, 2026.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Benjamin S. Albrecht
Law Director

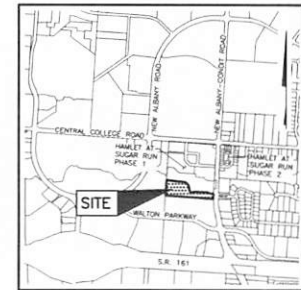
Legislation dates:

Prepared:	06/05/2026
Introduced:	06/16/2026
Revised:	07/17/2026 – <i>Exhibit A</i>
Adopted:	07/21/2026
Effective:	08/20/2026

HAMLET AT SUGAR RUN PHASE 3

Exhibit A - O-20-2026

1
2



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, NAD 83(2011). The bearing of South 96° 08' 42" East, assigned to the southerly right of way line of Central College Road, is designated the basis of bearings for this plat.

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

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

PERMANENT MARKERS: Permanent markers, where indicated herein, 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
Heather L. King
Professional Surveyor No. 83407
hking@emht.com

HAMLET AT SUGAR RUN PHASE 3 - 2023-0187

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Section 13, Quarter Township 2, Township 2, Range 16, United States Military Lands, containing 4.826 acres of land, more or less, said 4.826 acres being part of those tracts of land conveyed to NONA MASTER DEVELOPMENT, LLC by deed of record in Instrument Number 202106280112895, Recorder's Office, Franklin County, Ohio.

The undersigned, NONA MASTER DEVELOPMENT, LLC, an Ohio limited liability company, by YAROMIR STEINER, Authorized Agent, does hereby certify that this plat correctly represents its "HAMLET AT SUGAR RUN PHASE 3", a subdivision containing Lots numbered 47 to 63, both inclusive, and areas designated as Reserve "T" and Reserve "P", does hereby accept this plat of same and dedicates to public use, as such, all of Acer Lane and Elbertum Trace shown herein and not heretofore dedicated.

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

In Witness Whereof, YAROMIR STEINER, Authorized Agent of NONA MASTER DEVELOPMENT, LLC, has hereunto set his hand this ____ day of _____, 20____.

Signed and Acknowledged
In the presence of:

NONA MASTER
DEVELOPMENT, LLC

By
YAROMIR STEINER,
Authorized Agent

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared YAROMIR STEINER, Authorized Agent of NONA MASTER DEVELOPMENT, LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said NONA MASTER DEVELOPMENT, LLC, for the uses and purposes expressed herein.

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

My commission expires _____
Notary Public, _____ State of Ohio

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 Ordinance No. _____, passed _____, 20____, wherein all of Acer Lane and Elbertum Trace shown dedicated herein are accepted, as such, by the Council for the City of New Albany, Ohio.

Transferred this ____ day of _____
20____

Auditor, _____ Franklin County, Ohio

Deputy Auditor, _____ Franklin County, Ohio

Filed for record this ____ day of _____
20____ at _____ M. Fee \$ _____

Recorder, _____ Franklin County, Ohio

File No. _____

Recorded this ____ day of _____
20____

Deputy Recorder, _____ Franklin County, Ohio

Plat Book _____ Pages _____

~~2 2~~

LINE	LINE TABLE		
	SEQUENCE	DESCRIPTION	DISTANCE
1.1	0007207170	23.78	
1.2	0072071830	23.84	
1.3	5870002071	19.40	
1.4	5270004070	20.03	
1.5	0007200100	8.81	
1.6	5447002070	17.53	
1.7	0007207170	34.81	
1.8	0072071830	11.04	
1.9	0007207170	20.79	
1.10	0072071830	10.88	
1.11	0072071830	10.00	
1.12	5872220070	24.37	
1.13	5167203071	2.08	
1.14	5447203070	85.81	
1.15	0007207170	20.00	
1.16	5272727271	30.18	
1.17	0007222070	17.10	

[illegible]

④ $\Delta = 17.38'31''$ $R = 125.00'$
 $Ar = 08.95'$
 $ChNg = 21.57'22''$
 $Ch = 08.74'$

⑤ $\Delta = 27.47'31''$ $R = 20.00'$
 $Ar = 32.38'$
 $ChNg = 27'12''53''$
 $Ch = 28.94'$

⑥ $\Delta = 27'37'45''$
 $R = 27.37'45''$
 $6.98'$

⑦ $\Delta = 31'03'37''$ $R = 175.00'$
 $Ar = 04.58'$
 $ChNg = 16'07'07.45''$

Line Type Legend

- _____ Existing Property Line
 _____ Existing R/W Line
 _____ Existing R/W Centerline
 _____ Existing Easement Line
 _____ Subdivision Boundary
 _____ Lot Line
 _____ R/W Line
 _____ R/W Centerline
 _____ Easement Line
 _____ Stream Reservation Line

NOTE "A": At the time of platting, all of Parcel A at Sugar Run Phase 3 is within Zone X (Area determined to be outside 0.2% annual chance floodplain) as delineated on FEMA Flood Insurance Rate Map, Community-based Number 19040C0202A for Franklin County, Ohio and incorporated areas with an effective date of June 17, 2003 and updated in LORR-25-05-13159, with an effective date of June 4, 2016.

NOTE—"B" - AGRICULTURAL RECOMPENSE: Grandeur, 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 recompenses assessed or levied in the future against the property described herein, which result from grandeur's conversion of the property from agricultural use.

NOTES - ACCESSION RECORDS

Total acreage	4 826 A.
Acreage in right-of-way	1 702 A.
Acreage in lots	2 874 A.
Acreage in Reserves	0 318 A.

NOTE "D" - ACREAGE BRZANTWYN: Hamlet at Sugar Run Phase 1 is out of the following Brabant County Parcel Numbers

223-40679 1 241 Ac
223-40689 1 585 Ac

drivers are hereby prohibited on all lots in Hamlet at Sage Run Phase 1. Nothing herein, however, shall prohibit the construction and use of a driveway alongside or in the rear of a residential structure if otherwise permitted by the City of New

NOTE "P" - RESERVE "J": Reserve "J", as designated and delineated herein, shall be owned and maintained by the City of New Albany, Ohio

NOTE -G-: No determination has been made by the City of New Albany, Ohio as to whether the area proposed to be planted 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 heavily platted. The City of New Albany, Ohio approval of this plot of "landset at Sugar Run Phase 1" does not imply any approval of the site as it may pertain to wetlands.

NOTE "H"—No vehicles are to be in effect until such time as the public street right-of-way is extended and dedicated by plat or deed.

rights of way and easement boundaries as of the time of platting. There are additional lot setbacks and restrictions in the city zoning regulations that are not reflected on this plat. The limitations and requirements may change from time to time and

should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the governing authority having jurisdiction. Non "Not T" should not be construed as creating a plat or subdivision restrictions, parcels use

NOTE "J" - RESERVE "1": Reserve "1", as designated and identified as such.

detached herein, shall be owned and maintained by an association comprised of the owners of the fee simple lots to the lots in the Hamlet at Sugar Run subdivisions for the purpose of open space.

NOTE "K" - LOT 53: On Lot 53, no building shall be constructed which has an opening, unprotected from flooding, in its foundation wall the lowest point of which opening is lower than the flood protection elevation for that lot given in the

Following Table

Each of the foregoing flood protection elevations are approximately 2.0 feet above the applicable 100-year design flood elevations as calculated by EMILIA T, Inc.

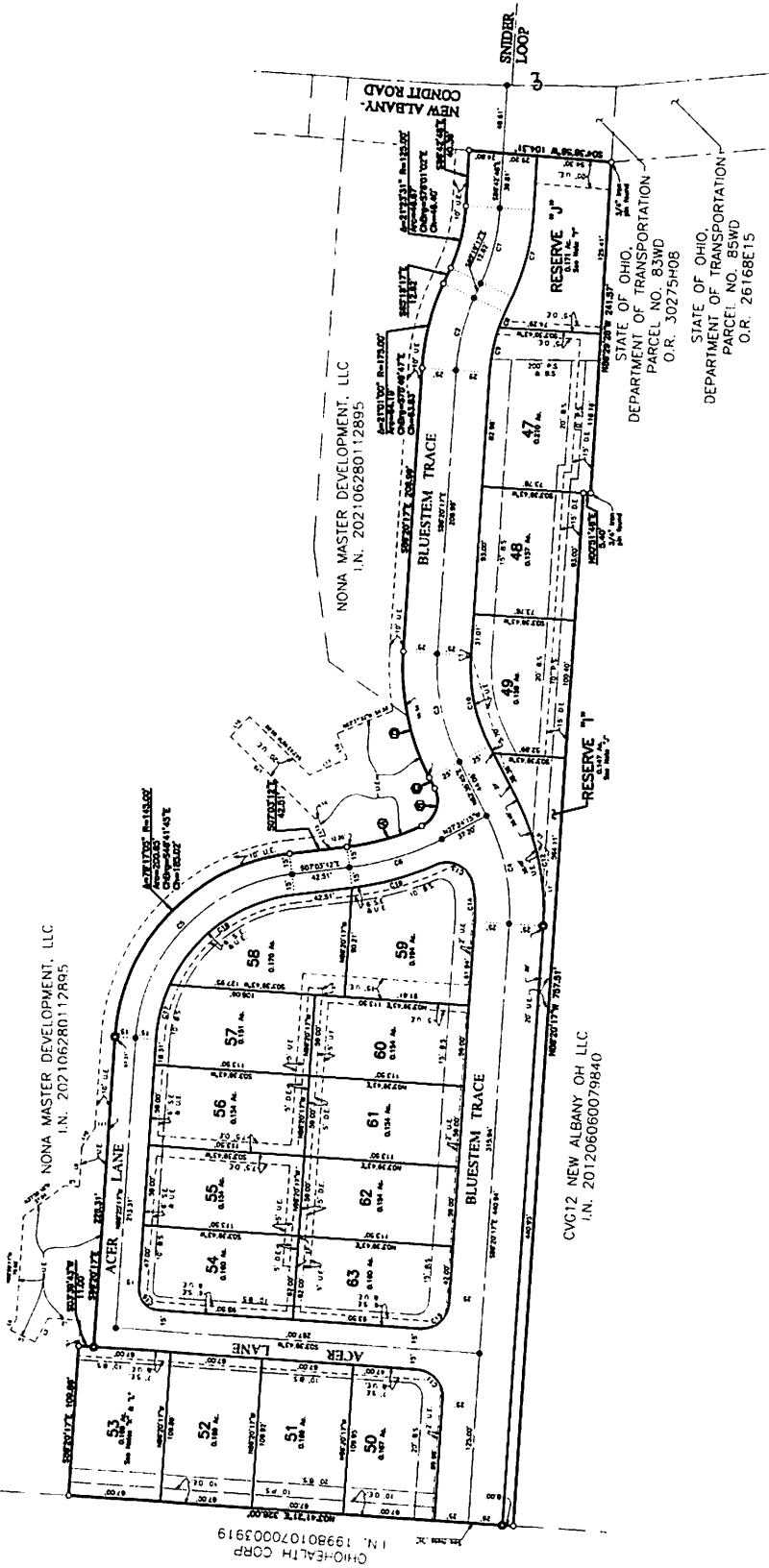
NOTE "L" - FOUNDATION WALLS, LOTS 49. The foundation wall of the building to be constructed on Lot 53 shall be designed by a Registered Engineer and submitted to the Municipal Engineer of the Village of New Albany (Ohio) for

NOTE "A": At the time of plotting, electric, cable, and telephone service providers have not issued information requested.

so that element areas, in addition to those shown on this plan as deemed necessary by these providers for the installation and maintenance of all of these main line facilities, could conveniently be shown on this plan. Existing recorded easement information about 11 mi. at S. 1st St. from Phase 3 was not

These records can be acquired by a competent examination of the then current public records, including those in the Recorder's Office, Franklin County, Ohio.

MAPLET AT SUGAR HILL PHASE 3 2023-



OHIO HEALTH CORP
- 199801070003919

CVG12 NEW ALBANY OH LLC
I.N. 201206060079840

NONA MASTER DEVELOPMENT, LLC
I.N. 202106280112895

STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION,
PARCEL NO. 83WD

STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION

U.R. 26168E15



ORDINANCE O-23-2026

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

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

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

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

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

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

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

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

WHEREAS, the Boards of Education of Licking Heights Local School District and the Career and Technology Education Centers of Licking County (C-TEC) have waived any and all requirements for notice from the City under Sections 5709.40 and 5709.83 of the Ohio Revised Code in furtherance of the commitment made by the City in the Compensation Agreements entered into between the City and those Boards of Education;

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

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

Section 2. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the Owner of each Parcel to make annual service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Licking County, Ohio (the "*County Treasurer*") on or before the final dates for payment of real property taxes. The service payment in lieu of taxes for each Parcel, including any penalties and

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

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

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

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

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

Section 5. Public Infrastructure Improvements. This council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance, as public infrastructure

improvements made, ~~to be made or in the process of being made~~ by the City that directly benefit, or that once made will directly benefit, the Parcels.

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

Section 7. Further Authorizations. This council hereby authorizes and directs the city manager, the director of law, the director of finance or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments from the owners, including the preparation and filing of any necessary exemption applications. This Council further hereby authorizes and directs the city manager, the director of law, the director of finance or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

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

Section 9. Tax Incentive Review Council. This council hereby designates the Tax Incentive Review Council created pursuant to Resolution No. R-46-2009 as the tax incentive review council responsible for reviewing annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before that council, all in accordance with Section 5709.85 of the Ohio Revised Code.

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

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

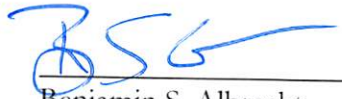
CERTIFIED AS ADOPTED this 21 day of July, 2026.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 06/24/2026

Introduced: 07/07/2026

Revised:

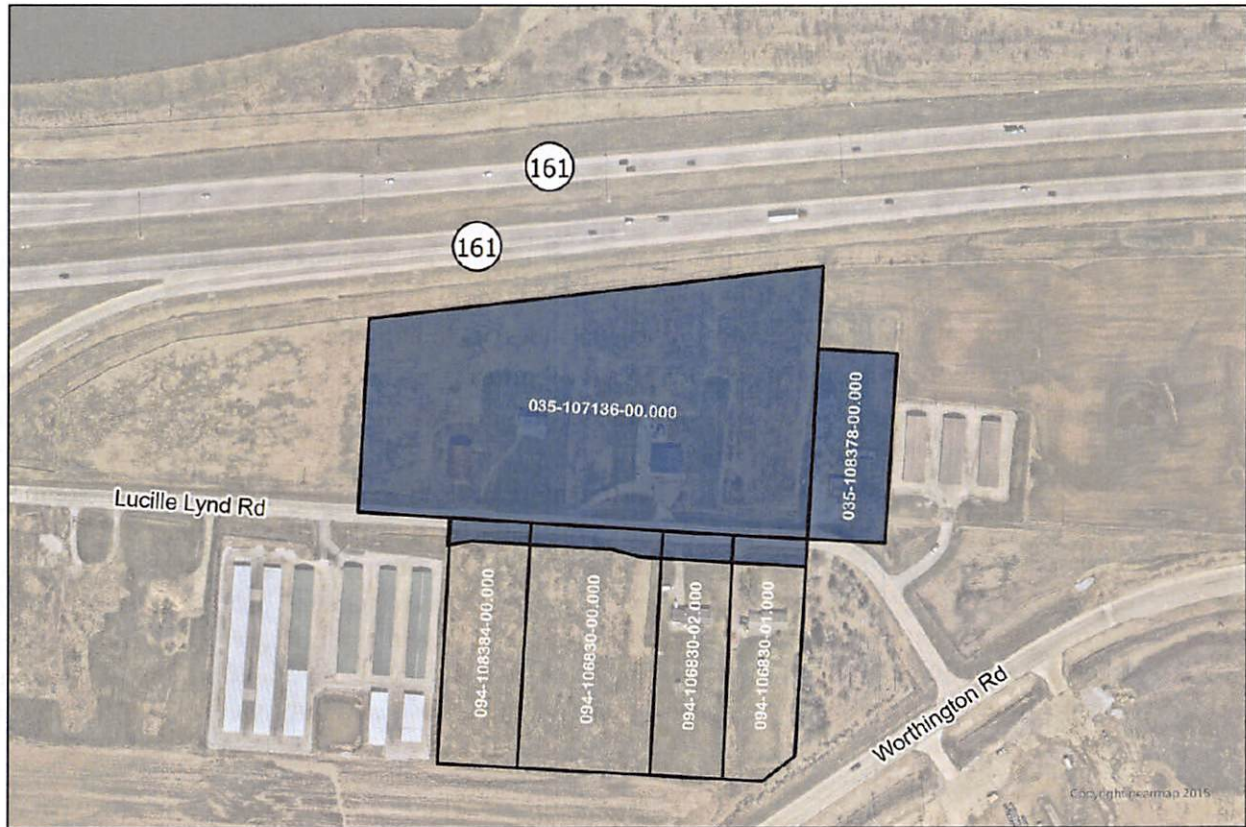
Adopted: 07/21/2026

Effective: 08/20/2026

Exhibit A – O-23-2026

PARCEL MAP

The colored areas on the attached map specifically identify and depict the parcels included in this TIF district.



Oak Grove II TIF • Beech Interchange Southeast Expansion District

■ TIF Expansion
□ Parcel

0 0.05 0.1 Miles



Exhibit B – O-23-2026

PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

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



ORDINANCE O-24-2026

AN ORDINANCE TO ACCEPT A 21.601 ACRE GENERAL WARRANTY DEED AND A 0.192 ASSIGNMENT OF AN EASEMENT FROM THE LICKING COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the property described in the General Warranty Deed attached as Exhibit 1 is comprised of Worthington Road and a Park and Ride constructed by the State of Ohio Department of Transportation as part of its project for roadway improvements, including limited access ramps, for the existing/relocated State Route 161 (Dublin-Granville Road) at Beech Road (ODOT Project (PID 24486) of the Fra/Lic State Route 161 Project) (the "ODOT Project"); and

WHEREAS, the property described in the Assignment of Easement attached as Exhibit 2 is comprised of a portion of Lucille Lynd Road that was included as Service Road 1 in the ODOT Project; and

WHEREAS, at the time of the ODOT Project, the subject roadways in the Project Area were in unincorporated Licking County and the title to Worthington Road and easement for Lucille Lynd Road described in Exhibits 1 and 2 were acquired for the ODOT Project in the name of the Licking County Commissioners; and

WHEREAS, on May 19, 2010, the Director of the Ohio Department of Transportation certified the ODOT Project complete, and transferred the responsibility for all roadway maintenance for roads in the ODOT Project area within the limits of the Village of New Albany to New Albany, and for all roads within the unincorporated ODOT Project Area to Licking County, and thereafter the City and County each maintained the respective ODOT Project roads within their jurisdiction; and

WHEREAS, the portions of Worthington Road and Lucille Lynd Road described in Exhibits 1 and 2 are located in the City of New Albany and have been maintained by the City since their annexation; and

WHEREAS, the City and County desire to transfer title of the fee of Worthington Road, including the Park and Ride, and assign the easement of Lucille Lynd Road located within and being serviced and maintained by the City of New Albany from the Board of County Commissioners of Licking County to the City of New Albany.

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 manager is hereby authorized to accept the General Warranty Deed totaling 21.601 acres as described and depicted in Exhibit 1.

Section 2. The city manager is hereby authorized to execute and accept the Assignment of Easement totaling 0.192 acres as described and depicted in Exhibit 2.

Section 3. The city clerk is hereby authorized and directed to work with city staff, consultants and Licking County Staff to have the deed and easement recorded in the Licking County Recorder's office.

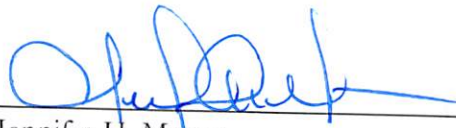
Section 4. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of council, and that all deliberations of the council and or any of its committees that resulted in such formal action were 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 21 day of July, 2026.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

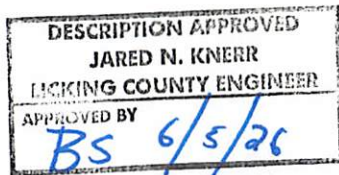
Approved as to form:


Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared:	06/18/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/21/2026
Effective:	08/20/2026

EXHIBIT 1 - O-24-2026



GENERAL WARRANTY DEED

The Board of Commissioners of Licking County, Ohio, aka Board of County Commissioners, Licking County, Ohio ("Grantor"), for valuable consideration paid, grants, with general warranty covenants, to the City of New Albany, Ohio ("Grantee"), its successors and assigns forever, whose tax-mailing address is 99 W. Main Street, New Albany, Ohio 43054, the following real property:

Situated in the State of Ohio, County of Licking and City of New Albany and being more particularly described as follows:

See Exhibit A attached hereto and incorporated herein.

Licking County Current Tax Parcel No.: No Parcel Number, tax exempt

Property Address: Worthington Road and Lucille Lynd Road, New Albany, OH
43054

Prior Instrument Reference: Instrument No. 200510280034302, Parcel 7-WDV3
Licking County, Ohio Recorder's Office.

The conveyance of this real estate is subject to the following: : (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable which are now or may hereafter become a lien on said property.

Executed this 4th day of June, 2026.

BOARD OF COUNTY
COMMISSIONERS, LICKING COUNTY,
OHIO

By: Timothy E. Bub
Timothy E. Bub, Commissioner

By: **ABSENT**
Duane H. Flowers, Commissioner

By: Rick Black
Rick Black, Commissioner

STATE OF OHIO :
: SS
COUNTY OF LICKING :

The foregoing instrument was acknowledged before me this 4th day of June,
2026, by Timothy E. Bub, Commissioner of the Board of County Commissioners, Licking
County, Ohio.



CHRISTEL HAMPER
Notary Public, State of Ohio
My Commission Expires
MAY 13, 2028

Christel Hamper
Notary Public
My Commission Expires: 5/13/28

STATE OF OHIO :
 : SS
COUNTY OF LICKING :

The foregoing instrument was acknowledged before me this 4th day of June, 2026, by Duane H. Flowers, Commissioner of the Board of County Commissioners, Licking County, Ohio. Commissioner Flowers was not present - Did not sign.



CHRISTEL HAMPER
Notary Public, State of Ohio
My Commission Expires
MAY 13, 2028

Christel Hamper
Notary Public
My Commission Expires: 5/13/28

STATE OF OHIO :
 : SS
COUNTY OF LICKING :

The foregoing instrument was acknowledged before me this 4th day of June, 2026, by Rick Black, Commissioner of the Board of County Commissioners, Licking County, Ohio.



CHRISTEL HAMPER
Notary Public, State of Ohio
My Commission Expires
MAY 13, 2028

Christel Hamper
Notary Public
My Commission Expires: 5/13/28

This instrument prepared by and return to:
Catherine A. Cunningham, Esq.
Kegler Brown Hill & Ritter Co., L.P.A.
65 E. State Street, Suite 1800
Columbus, Ohio 43215
(614) 462-5400

RX 251
Rev. 04/03

EXHIBIT A

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 6
24486
7-WDV3
LIC-161-0.00
5/10/05

**PARCEL 7-WDV3
LIC-161-0.00**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF
LICKING COUNTY**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

The land herein described are situated in Licking County, Ohio; Village of New Albany; Jersey Township; Section 16; Township 2 North; Range 15 West; further described as follows:

PARCEL NO. 7-WDV3

Being a parcel of land lying on the right side of the centerline of a survey of S.R. 161, made by the Ohio Department of Transportation, and recorded in Book_____, Page_____, of the records of Licking County and being located within the following described points in the boundary thereof:

Commencing at the southeast corner of section 15, said point being located 643.33 feet right of centerline station 59+64.03 of the proposed centerline of survey & construction, S.R. 161 also being located at centerline station 60+19.95 of the proposed centerline of survey & construction, Service Rd. 1 and being the **TRUE POINT OF BEGINNING**:

Thence, along the proposed Right of Way line, **South 86 degrees 45 minutes 52 seconds East** a distance of **915.77 feet** to a point on the westerly property line of Theresa M. & Thomas K. Sanders (831/253), said point being located 5.12 feet left of centerline station 100+93.80 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, along said property line, **South 03 degrees 03 minutes 20 seconds West** a distance of **85.36 feet** to a set iron pin, said pin being located 80.00 feet right of centerline station 100+87.31 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, along the proposed Right of Way line, **South 81 degrees 57 minutes 40 seconds West** a distance of **210.39 feet** to a set iron pin, said pin being located 80.00 feet right of centerline station 98+57.41 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along the proposed Right of Way line, **South 68 degrees 21 minutes 26 seconds West** a distance of **143.74 feet** to a set iron pin, said pin being located 85.00 feet right of centerline station 97+00.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

EXHIBIT A

RX 251
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 6
24486
7-WDV3
LIC-161-0.00
5/10/05

- Thence, continuing along said proposed Right of Way line, **South 55 degrees 48 minutes 12 seconds West** a distance of **268.77 feet** to a set iron pin, said pin being located 100.00 feet right of centerline station 94+16.12 of the proposed centerline of survey & construction, Dublin-Granville Rd.;
- Thence, continuing along said proposed Right of Way line, **South 52 degrees 29 minutes 25 seconds West** a distance of **166.42 feet** to a set iron pin, said pin being located 110.00 feet right of centerline station 92+50 of the proposed centerline of survey & construction, Dublin-Granville Rd.;
- Thence, continuing along said proposed Right of Way line, **South 60 degrees 04 minutes 47 seconds West** a distance of **138.37 feet** to a set iron pin, said pin being located 100.00 feet right of centerline station 91+12 of the proposed centerline of survey & construction, Dublin-Granville Rd.;
- Thence, continuing along said proposed Right of Way line, **South 57 degrees 50 minutes 14 seconds West** a distance of **150.66 feet** to a set iron pin, said pin being located 95.00 feet right of centerline station 89+61.42 of the proposed centerline of survey & construction, Dublin-Granville Rd.;
- Thence, continuing along said proposed Right of Way line, **South 54 degrees 43 minutes 27 seconds West** a distance of **438.84 feet** to a set iron pin, said pin being located 105.00 feet right of centerline station 85+25.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;
- Thence, continuing along said proposed Right of Way line, **South 62 degrees 19 minutes 23 seconds West** a distance of **181.00 feet** to a set iron pin, said pin being located 100.00 feet right of centerline station 83+58.25 of the proposed centerline of survey & construction, Dublin-Granville Rd.;
- Thence, continuing along said proposed Right of Way line, **South 71 degrees 59 minutes 35 seconds West** a distance of **285.15 feet** to a set iron pin, said pin being located 105.00 feet right of centerline station 81+00.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;
- Thence, continuing along said proposed Right of Way line, **South 85 degrees 12 minutes 28 seconds West** a distance of **165.92 feet** to a set iron pin, said pin being located 105.00 feet right of centerline station 79+50.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

EXHIBIT A

Page 3 of 6

RX 251
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

24486
7-WDV3
LIC-161-0.00
5/10/05

Thence, continuing along said proposed Right of Way line, **North 87 degrees 16 minutes 01 seconds West** a distance of **257.69 feet** to a set iron pin, said pin being located 105.00 feet right of centerline station 77+00.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **North 86 degrees 15 minutes 19 seconds West** a distance of **248.09 feet** to a set iron pin, said pin being located 105.00 feet right of centerline station 74+51.91 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **North 86 degrees 15 minutes 19 seconds West** a distance of **361.91 feet** to a set iron pin, said pin being located 105.00 feet right of centerline station 70+90.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **South 02 degrees 29 minutes 09 seconds West** a distance of **455.11 feet** to a set iron pin, said pin being located 560.00 feet right of centerline station 71+00.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **North 86 degrees 15 minutes 19 seconds West** a distance of **466.64 feet** to a set iron pin, said pin being located 560.00 feet right of centerline station 66+33.36 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, **North 03 degrees 09 minutes 42 seconds East** a distance of **685.04 feet**, passing an iron pin set at a distance of **445.02'** to a set iron pin, said pin being located 125.00 feet left of centerline station 66+26.38 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, along the proposed Right of Way line, **South 85 degrees 29 minutes 19 seconds East**, a distance of **373.65 feet** to a set iron pin, said pin being located 120.00 feet left of centerline station 70+00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along the proposed Right of Way line, **South 83 degrees 42 minutes 40 seconds East** a distance of **450.55 feet** to a set iron pin, said pin being located 100.00 feet left of centerline station 74+50.11 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **South 85 degrees 06 minutes 32 seconds East** a distance of **249.94 feet** to a set iron pin, said pin being located 95.00 feet left of centerline station 77+00.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

EXHIBIT A

Page 4 of 6

RX 231
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

24486
7-WDV3
LIC-161-0.00
5/10/03

Thence, continuing along said proposed Right of Way line, **South 89 degrees 09 minutes 38 seconds East** a distance of **378.33 feet** to a set iron pin, said pin being located 90.00 feet left of centerline station 81+00.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **North 80 degrees 24 minutes 47 seconds East** a distance of **136.87 feet** to a set iron pin, said pin being located 80.00 feet left of centerline station 82+50.00 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **North 62 degrees 18 minutes 33 seconds East** a distance of **202.77 feet** to a set iron pin, said pin being located 90.00 feet left of centerline station 84+71.77 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **North 56 degrees 43 minutes 16 seconds East** a distance of **548.99 feet** to a set iron pin on the southerly property line of Thomas H. Huber (OR 628/229), said pin being located 85.00 feet left of centerline station 90+25.60 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, along the southerly property line of Thomas H. Huber (OR 628/229), **South 86 degrees 38 minutes 29 seconds East** a distance of **57.59 feet** to an existing iron pipe found, said pipe being located 50.00 feet left of centerline station 90+71.34 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, along the easterly property line of said owner, **North 03 degrees 08 minutes 24 seconds East** a distance of **50.22 feet** to a set iron pin on said property line, said pin being located 90.00 feet left of centerline station 91+01.71 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, along the proposed Right of Way line, **North 51 degrees 02 minutes 54 seconds East** a distance of **58.69 feet** to a set iron pin, said pin being located 95.00 feet left of centerline station 91+60.19 of the proposed centerline of survey & construction, Dublin-Granville Rd.;

Thence, continuing along said proposed Right of Way line, **North 53 degrees 51 minutes 18 seconds East** a distance of **137.73 feet** to a set iron pin, said pin being located 100.00 feet left of centerline station 92+97.83 of the proposed centerline of survey & construction, Dublin-Granville Rd. also being 107.69 feet right of centerline station 63+47.37 of the proposed centerline of survey & construction, Service Rd. 1;

EXHIBIT A

Page 5 of 6

RX 251
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

24486
7-WDV3
LIC-161-0.00
5/10/05

Thence, continuing along said proposed Right of Way line, **North 02 degrees 56 minutes 31 seconds East** a distance of **90.89 feet** to a set iron pin, said pin being located 55.00 feet right of centerline station 62+73.31 of the proposed centerline of survey & construction, Service Rd.1;

Thence, continuing along said proposed Right of Way line, **North 30 degrees 54 minutes 12 seconds West** a distance of **115.97 feet** to a set iron pin, said pin being located 48.00 feet right of centerline station 61+45.00 of the proposed centerline of survey & construction, Service Road 1;

Thence, continuing along said proposed Right of Way line, **North 59 degrees 44 minutes 08 seconds West** a distance of **64.84 feet** to a set iron pin on the existing Right of Way line, said pin being located 45.00 feet right of centerline station 60+54.45 of the proposed centerline of survey & construction, Service Road 1;

Thence, continuing along said proposed Right of Way line, **North 83 degrees 36 minutes 13 seconds West** a distance of **27.26 feet** to a set iron pin on the easterly property line of Thomas H. Huber (OR 628/229), said pin being located 45.06 feet right of centerline station 60+20.11 of the proposed centerline of survey & construction, Service Road 1;

Thence, along said property line, **North 03 degrees 08 minutes 24 seconds East** a distance of **45.06 feet** to the **POINT OF BEGINNING**.

It is understood that the above described area contains a total of 21.601 acres more or less, including the present road which occupies 0.996 acres, more or less, which is further described as being:

9.017 acres more or less, including the present road which occupies 0.00 acres, more or less, to be deducted from the value of Auditor's Parcel Number 82-106998-00.000 ; and

12.182 acres more or less, including the present road which occupies 0.826 acres, more or less, to be deducted from the value of Auditor's Parcel Number 94-106740-00.000 ; and

0.402 acres more or less, including the present road which occupies 0.170 acres, more or less, to be deducted from the value of Auditor's Parcel Number 94-106740-01.000.

All set iron pins are 3/4" x 30" rebars with aluminum caps inscribed "O.D.O.T. R/W District 5". All bearings shown are for project use only and are from the Ohio State Plane Coordinate System, South Zone, N.A.D. 83 as established by GPS measurements in 2002.

TRANSFERRED

Date

October 28, 2005

J. Terry Evans
Licking County Auditor
SEC.319.202 COMPLIED WITH
J. TERRY EVANS, AUDITOR
BY dg E-A

DESCRIPTION APPROVED
TIM LOLLO
LIICKING COUNTY ENGINEER
APPROVED BY
P.M.N.

EXHIBIT A

RX 251
Rev. 04/03

PID
PARCEL
CTY-RTB-SEC
Version Date

Page 6 of 6
24486
7-WDV3
LIC-161-0.00
5/10/05

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus Ohio.

Description prepared from an actual field survey by The Ohio Department of Transportation under the supervision of Thomas E. Andrews, P.S. #6964.

Grantor claims title by Instrument numbers:

199912070049498, 199912070049497, 199912010048762 and 199912010048763
(For Aud. Parc. No. 82-106998-00.000)

200005030014047 (For Aud. Parc. No. 82-106752-00.000, 82-106758-00.000,
82-106740-00.000 and 82-106746-00.000)

200005030014048 (For Aud. Parc. No. 82-106470-01.000) of the Licking County Recorder's Office.

Thomas E. Andrews 05-17-05
Thomas E. Andrews P.S. 6964 Date

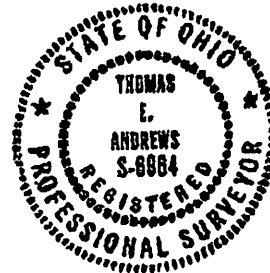
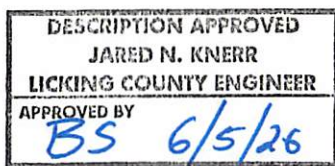


EXHIBIT 2 - O-24-2026



ASSIGNMENT OF EASEMENT

This **ASSIGNMENT OF EASEMENT** ("Assignment") is made and entered into as of the last date appearing on the execution page hereto ("Effective Date") by and between the **BOARD OF COMMISSIONERS, LICKING COUNTY, OHIO** aka **BOARD OF COUNTY COMMISSIONERS, LICKING COUNTY, OHIO** ("Assignor"), with a mailing address of 20 South Second Street, Newark Ohio 43055 and **THE CITY OF NEW ALBANY, OHIO**, an Ohio municipal corporation ("Assignee"), with a mailing address of 99 W. Main St., New Albany, Ohio 43054.

WITNESSETH:

WHEREAS, Assignor was granted a perpetual easement for highway purposes, without limitation of existing access rights (the "Easement") described more fully below and attached hereto as Exhibit 1;

WHEREAS, Assignor desires to assign to Assignee all of its rights, title and interest in and to the Easement as set forth in the Easement; and

WHEREAS, Assignee desires to accept Assignor's Assignment and assume Assignor's duties and obligations set forth in the Easement.

NOW THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration received and acknowledged, Assignor and Assignee agree as follows:

Section 1 **Assignment.** Assignor hereby transfers, assigns and delivers to Assignee all the rights, title and interest of Assignor in and to the Easement recorded in **Instrument Number 200510280034301**, of the Recorder of Licking County, Ohio, as designated on Exhibit 1 attached hereto for an exclusive perpetual easement for public highway and road purposes, including, but not limited to, any utility construction, relocation and/or utility maintenance work deemed appropriate by Assignee.

Section 2. **Assignee's Acceptance and Assumption.** Assignee hereby accepts such transfer, assignment and delivery of the Assignment from Assignor and expressly assumes any and

all rights, duties and obligations of Assignor in connection with the Easement set forth in Exhibit 1 attached hereto and arising from and after the Effective Date.

Section 3. Binding Effect. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns, but shall not confer any rights or benefits upon third parties.

Section 4. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first set forth above.

[SIGNATURES ON FOLLOWING PAGES]

ASSIGNOR:

BOARD OF COUNTY COMMISSIONERS,
LICKING COUNTY, OHIO

By: Timothy E. Bubb
Timothy E. Bubb, Commissioner

By: ABSENT
Duane H. Flowers, Commissioner

By: Rick Black
Rick Black, Commissioner

STATE OF OHIO :
COUNTY OF LICKING : SS
:

The foregoing instrument was acknowledged before me this 4th day of June, 2026, by Timothy E. Bubb, Commissioner of the Board of County Commissioners, Licking County, Ohio.



CHRISTEL HAMPER
Notary Public, State of Ohio
My Commission Expires
MAY 13, 2028

Christel Hamper
Notary Public
My Commission Expires: 5/13/28

STATE OF OHIO :
: SS
COUNTY OF LICKING :

The foregoing instrument was acknowledged before me this 4th day of June, 2026, by Duane H. Flowers, Commissioner of the Board of County Commissioners, Licking County, Ohio.

*Commissioner Flowers was not present -
Did not sign.*



CHRISTEL HAMPER
Notary Public, State of Ohio
My Commission Expires
MAY 13, 2028

Christel Hamper
Notary Public

My Commission Expires: 5/13/28

STATE OF OHIO :
: SS
COUNTY OF LICKING :

The foregoing instrument was acknowledged before me this 4th day of June, 2026, by Rick Black, Commissioner of the Board of County Commissioners, Licking County, Ohio.



CHRISTEL HAMPER
Notary Public, State of Ohio
My Commission Expires
MAY 13, 2028

Christel Hamper
Notary Public

My Commission Expires: 5/13/28

ASSIGNEE:

THE CITY OF NEW ALBANY

By: Joseph Stefanov, City Manager

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Joseph Stefanov, the City Manager of THE CITY OF NEW ALBANY, OHIO, an Ohio municipal corporation, on behalf of the municipal corporation.

NOTARY PUBLIC

My Commission Expires: _____

This instrument prepared by:
Catherine A. Cunningham, Esq.
Kegler Brown Hill & Ritter Co., L.P.A.
65 E. State Street, Suite 1800
Columbus, Ohio 43215
(614) 462-5400

4936-0175-2752v3

Inst: 200610280034301 10/28/2005
Pages: 4 F: \$44.00 11:54AM
Bryan A. Long T20060028079
Licking County Recorder MLOHIO DEP

**ASSIGNMENT
EXHIBIT 1**

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: MBJ Holdings, LLC, a Delaware limited liability company, the Grantor herein, for and in the consideration of the sum of \$ GIFT/DONATION, does hereby grant, bargain, sell, convey and release to the Board of Commissioners, Licking County, Ohio, its successors and assigns forever, the Grantee, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL NO. 7-SHV

LIC 161 - 0.00

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Prior Instrument Number Reference: 199912070049498, 199912070049497, 199912010048762, and 199912010048763, Licking County Recorder's Office.

And the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor will warrant and defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, MBJ Holdings, LLC, a Delaware limited liability company, has caused its name to be subscribed by Brent Bradbury, its duly authorized agent, on the 24th day of October, 2005.

MBJ HOLDINGS, LLC,
a Delaware limited liability company

Brent Bradbury
By: Brent Bradbury
Print Name of Signing Agent

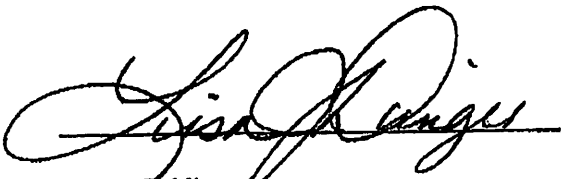
STATE OF OHIO, COUNTY OF FRANKLIN ss:

BE IT REMEMBERED, that on the 24th day of October, 2005, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Frank Brodsky, the Chief Financial Officer, who acknowledged being the duly authorized agent of MBJ Holdings, LLC, a Delaware limited liability company, and who signed or acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said entity.

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



LISA J. DINGER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPTEMBER 26, 2006


Notary Public
My Commission expires: 9-26-2006

RX 271
Rev. 04/03

EXHIBIT A

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2
24486
7-SHV
LIC-161-0.00
5/10/05

**PARCEL 7-SHV
LIC-161-0.00**

**PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF
LICKING COUNTY**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Licking County, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area. (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

The land herein described are situated in Licking County, Ohio; Jersey Township; Section 16; Township 2 North; Range 15 West; further described as follows:

PARCEL NO. 7-SHV (HIGHWAY)

Being a parcel of land lying on the right side of the centerline of a survey of _____, made by the Ohio Department of Transportation, and recorded in Book _____, Page _____, of the records of Licking County and being located within the following described points in the boundary thereof:

Beginning at a set iron pin on the existing Right of Way line of existing S.R. 161, said pin being located 50.27 feet right of centerline station 43+95 of the existing centerline of survey & construction, S.R. 161 also being the **TRUE POINT OF BEGINNING**:

Thence, along the existing Right of Way line, **North 87 degrees 02 minutes 50 seconds West**, a distance of **139.92 feet** to a set iron pin, said pin being located 50.11 feet right of centerline station 45+35 of the existing centerline of survey & construction, S.R. 161;

Thence, along the proposed Right of Way line, **South 03 degrees 03 minutes 42 seconds West** a distance of **59.89 feet** to a set iron pin, said pin being located 110.00 feet right of centerline station 45+35 of the existing centerline of survey & construction, S.R. 161;

Thence, along said proposed Right of Way line, **North 86 degrees 59 minutes 06 seconds West** a distance of **139.82 feet** to a set iron pin, said pin being located 110.00 feet right of centerline station 43+95 of the existing centerline of survey & construction, S.R. 161;

Thence, continuing along said proposed Right of Way line, **North 02 degrees 58 minutes 06 seconds East** a distance of **59.73 feet** to the **POINT OF BEGINNING**.

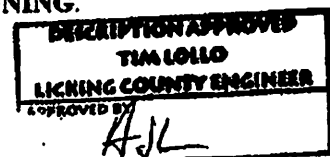


EXHIBIT A

Page 2 of 2

RX 271
Rev. 04/03

PID
PARCEL
CTY-RTE-SEC
Version Date

24486
7-SHV
LIC-161-0.00
5/10/05

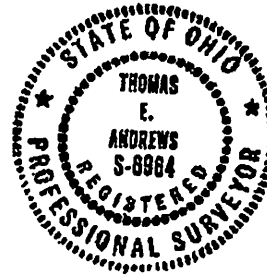
It is understood that the above described area contains a total of 0.192 acres more or less, including the present road which occupies 0.00 acres, more or less, to be deducted from the value of Auditor's Parcel Number 94-106998-00.000.

Grantor claims title by Instrument Numbers 199912070049498, 199912070049497, 199912010048762 & 199912010048763 of the Licking County Recorder's Office.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Ohio Department of Transportation, Columbus Ohio.

Description prepared from an actual field survey by The Ohio Department of Transportation under the supervision of Thomas E. Andrews, P.S. #6964.

Thomas E. Andrews 05-17-05
Thomas E. Andrews P.S. 6964 Date



Date October 28, 2005
J. Terry Evans
Licking County Auditor
SEC.319.202 COMPLIED WITH
J. TERRY EVANS, AUDITOR
BY J. T. Evans



ORDINANCE O-25-2026

AN ORDINANCE TO AUTHORIZE SUBMISSION TO THE FRANKLIN COUNTY BOARD OF COMMISSIONERS OF A MUNICIPAL PETITION FOR ANNEXATION OF 6.24 +/- ACRES FROM PLAIN TOWNSHIP TO THE CITY OF NEW ALBANY

WHEREAS, the Franklin County acquired and owns 6.24 +/-acres of land necessary for the construction of the Walnut Street at State Route 605 roundabout in Plain Township, which land is currently not within the City of New Albany; and

WHEREAS, the New Albany City Council approved an intergovernmental agreement for the Walnut Street at State Route 605 roundabout improvement project via R-21-2024 that outlines the funding, construction, ownership, and maintenance requirements; and

WHEREAS, the intergovernmental agreement for the Walnut Street at State Route 605 roundabout improvement project requires that, following the completion of construction of the Project, New Albany will accept, as City owned infrastructure and for perpetual maintenance and repair/replacement, all the project improvements elements constructed in the Project's right-of-way; and

WHEREAS, the intergovernmental agreement for the Walnut Street at State Route 605 roundabout improvement project obligates the City to initiate annexation proceedings of the acquired right-of-way; and

WHEREAS, Section 719.16 of the Ohio Revised Code allows municipalities to petition the board of county commissioners to annex contiguous territory owned only by the municipality, a county, or the State; and

WHEREAS, authorization by council, by ordinance, is required under Section 709.14 of the Ohio Revised Code to submit a municipal annexation petition to the Franklin County Board of Commissioners for annexation of this county-owned land to the City of New Albany.

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

Section 1. The city manager is hereby authorized to sign and submit a municipal petition for annexation of the contiguous county-owned land acquired for the Walnut Street at State Route 605 roundabout, consisting of 6.24 +/- acres, to the Franklin County Board of Commissioners, pursuant to Sections 719.13 - 719.21 of the Ohio Revised Code.

Section 2. The city manager is hereby further authorized to perform all acts and execute all documents as may be required by Franklin County during the annexation process.

Section 3. In accordance with Section 709.14 of the Ohio Revised Code, the law director is hereby appointed as agent for the city, with full power and authority to prosecute the proceedings necessary to effect the annexation, and with all powers and authority set forth in the petition.

Section 4. It is hereby found and determined that all formal actions of council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. Pursuant to Article VI, Section 6.07(B) of the charter of the City of New Albany, this ordinance shall be effective immediately upon adoption.

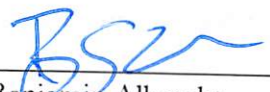
CERTIFIED AS ADOPTED this 21 day of July, 2026.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Benjamin Albrecht
Law Director

Legislation dates:

Prepared:	06/24/2026
Introduced:	07/07/2026
Revised:	
Adopted:	07/21/2026
Effective:	08/20/2026



RESOLUTION R-26-2026

A RESOLUTION AUTHORIZING THE AMENDMENT OF THE ANNEXATION AGREEMENT AND THIRD AMENDMENT BETWEEN PLAIN TOWNSHIP, THE CITY OF NEW ALBANY, AND THE CITY OF COLUMBUS TO REFLECT AND BE CONSISTENT WITH THE CURRENT SERVICE AREA BOUNDARY MAP IN THE WATER SERVICE AND SEWER DISPOSAL CONTRACTS WITH THE CITY OF COLUMBUS

WHEREAS, the Cities of New Albany and Columbus are parties to a Water Service Contract and a Sewer Disposal Contract, each of which establish the terms of service including the service area boundaries for the Cities of New Albany and Columbus; and

WHEREAS, the Cities of New Albany and Columbus intend to amend the Service Area Boundary Map set forth on the Water Service Contract and Sewer Disposal Contract Exhibit A as authorized by council via Resolution R-50-2024 and effective on April 10, 2025; and

WHEREAS, amendments to the Service Area Boundary Map have a direct impact on the Growth Areas that were designated and agreed to in the Annexation Agreement approved by council via Resolution R-80-2005 and executed by Plain Township, the City of New Albany, and the City of Columbus on February 26, 2008, the First Amendment approved by council via Resolution R-48-2009 and executed by the parties on June 15, 2009, the Second Amendment approved by council via Resolution R-17-2025 and executed by the parties on May 6, 2025, and the Third Amendment approved by council via Resolution R-17-2025 and executed by the parties on October 7, 2025; and

WHEREAS, the original Service Area Boundary Map was attached to the Annexation Agreement effective in 2008 and identified therein as Exhibit A; and

WHEREAS, Plain Township, the City of New Albany, and the City of Columbus wish to replace the amended Service Area Boundary Map with the current Service Area Boundary Map attached hereto; and

WHEREAS, Plain Township, the City of New Albany, and the City of Columbus also desire to replace the Agreement Territory Map identified in the Annexation Agreement and Third Amendment where they were designated as Exhibit B; and

WHEREAS, per Section 1.3 of the Annexation Agreement, alteration of the Agreement Territory must be approved by the legislative authorities of all the parties.

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 Council of the City of New Albany hereby approves the amendment of the Annexation Agreement between Plain Township, the City of New Albany, and the City of Columbus which was executed by Plain Township, the City of New Albany, and the City of Columbus on February 26, 2008, and the First, Second, and Third Amendments executed by the parties on June 15, 2009, May 6, 2025, and October 7, 2025, respectively.

Section 2. This amendment to the Annexation Agreement and subsequent amendments shall consist solely of the replacement of the Service Area Boundary Map and the Map of the Agreement Territory, identified in those agreements as Exhibits A and B respectively, with maps that are substantially similar to those attached hereto; and the Amended Service Area Boundary Map shall be the version attached hereto.

Section 3. Council hereby authorizes the city manager to execute any documents and/or take the necessary actions to replace the previous exhibits with the altered Exhibits A and B attached hereto.

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

CERTIFIED AS ADOPTED this 21 day of July, 2026.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/10/2026

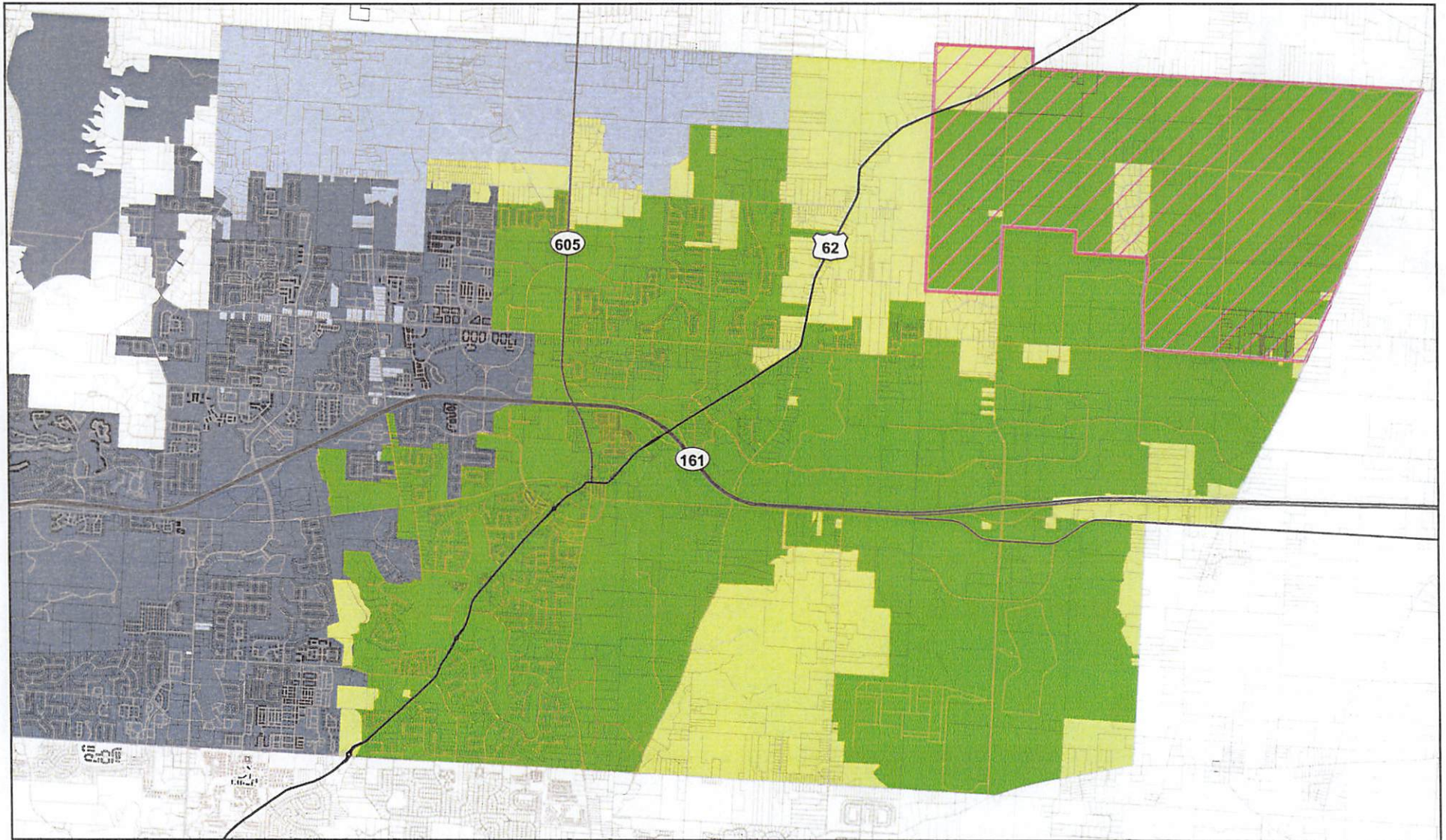
Introduced: 07/21/2026

Revised:

Adopted: 07/21/2026

Effective: 07/21/2026

New Albany - Columbus Agreement
Exhibit A - R-26-2026



New Albany Water & Sewer Contract Service Area Boundaries:

0 0.5 1 2 Miles

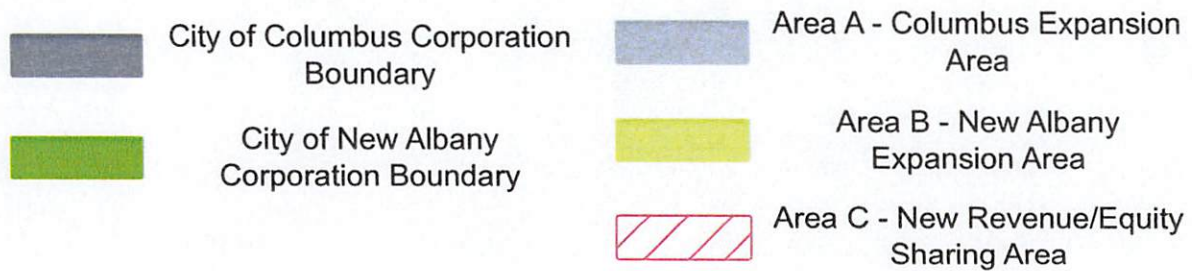
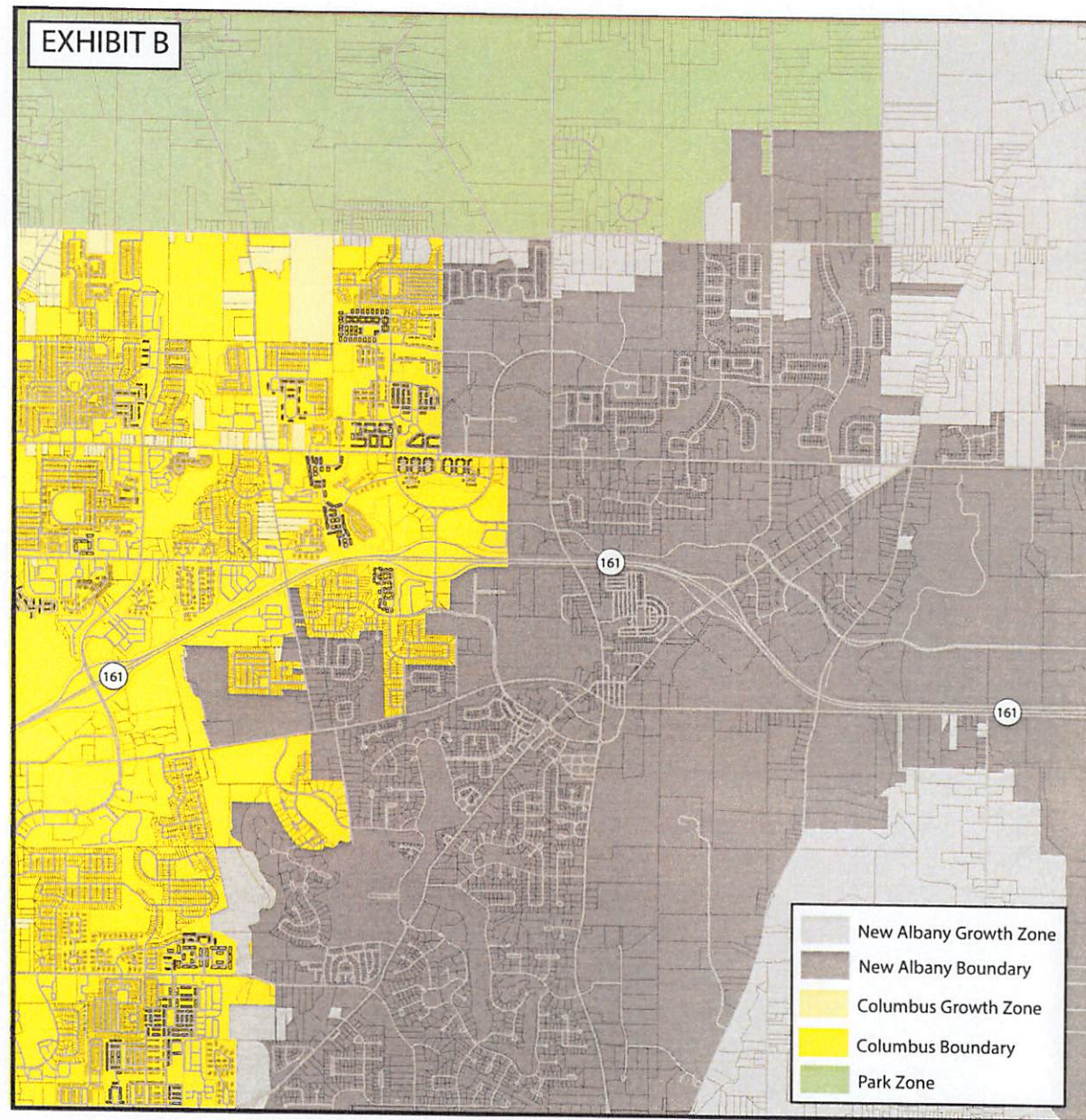


Exhibit B - R-26-2026





RESOLUTION R-27-2026

A RESOLUTION AUTHORIZING THE MODIFICATION OF THE SERVICE AREA BOUNDARY MAP AS SET FORTH ON EXHIBIT A TO THE WATER SERVICE AND SEWER DISPOSAL CONTRACTS WITH THE CITY OF COLUMBUS

WHEREAS, the Cities of New Albany and Columbus are currently parties to the following agreements for water and sewer service: (1) for water service, that certain contract between Columbus and New Albany for water service, most recently amended on April 10, 2025 (as amended, the “Water Service Contract”), and (2) for sewer service, that certain contract between Columbus and New Albany for sewage disposal services most recently amended on April 10, 2025 (as amended, the “Sewer Service Contract”); and

WHEREAS, the Cities of New Albany and Columbus desire to modify Exhibit A of the Water Service Contract and Sewer Contract with an updated service area boundary map to reflect changes resulting from boundary adjustments, annexations, and land acquisition for projects supported by the Joint Parks District; and

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

Section 1. Findings and Determinations. Council finds and determines that the modified map, as its service area boundaries are redefined by this resolution and attached hereto as Exhibit A to this legislation, will be conducive to the public health, safety, convenience, and welfare, and the new boundaries as so redefined will not jeopardize the plan for development in New Albany.

Section 2. Revision of New Service Area Boundaries. The new service area boundary map is hereby redefined and shall be updated by the parties to the Water Service Contract and Sewer Service Contract.

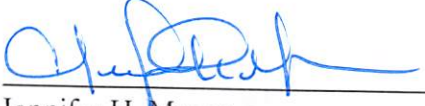
Section 3. Compliance with the Law. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted 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. Effective Date. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 21 day of July, 2026.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/10/2026

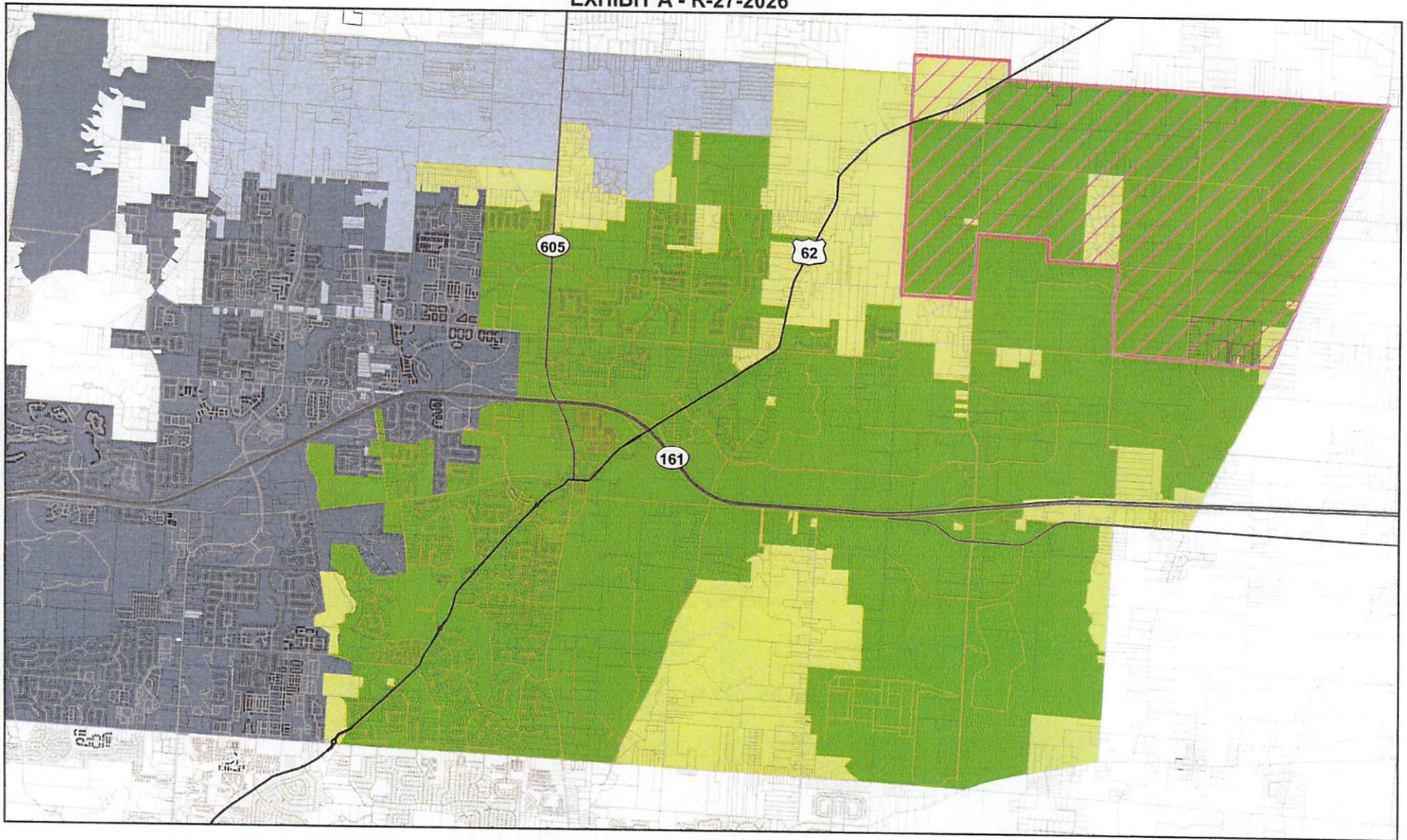
Introduced: 07/21/2026

Revised:

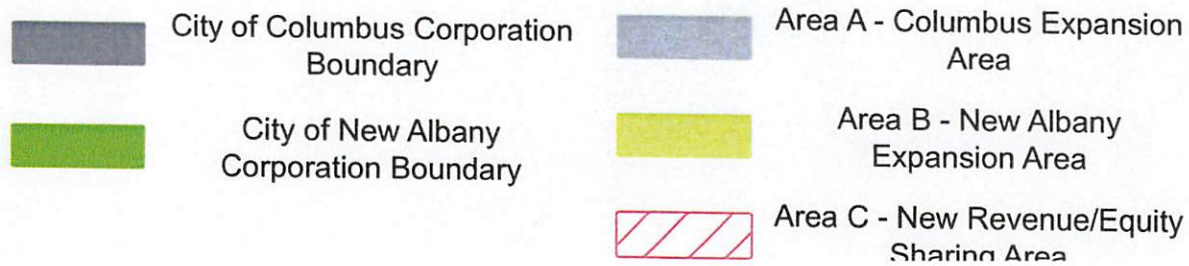
Adopted: 07/21/2026

Effective: 08/20/2026

New Albany - Columbus Agreement
EXHIBIT A - R-27-2026



New Albany Water & Sewer Contract Service Area Boundaries:



0 0.5 1 2 Miles





RESOLUTION R-28-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH FLINT LAND ENTERPRISES, LLC RELATED TO THE TEMPORARY SUPPLY OF GRAYWATER

WHEREAS, Flint Land Enterprises, LLC is the fee simple owner of unannexed parcel number 037-111744-01.000 in Licking County, Ohio; and

WHEREAS, Licking County does not own or maintain any potable water utilities that service the parcel and access to fire suppression is critical to the development of the parcel; and

WHEREAS, the City of New Albany constructed and continues to operate a temporary graywater system to provide fire suppression service to portions of the business park developed before permanent potable water infrastructure was available; and

WHEREAS, the City of New Albany may abandon the temporary graywater system in the coming years, making it necessary for Flint Land Enterprises, LLC to eventually obtain an alternate potable water source for fire suppression; and

WHEREAS, the City of New Albany will allow Flint Land Enterprises, LLC to install a six-inch (6") tap on the city's temporary graywater system to provide a temporary water supply for fire suppression purposes; and

WHEREAS, the City of New Albany and Flint Land Enterprises, LLC desire to establish a formal framework to memorialize the parties' mutual commitments related to permit and tap fees, communication, and the temporary nature of the water supply associated with the project by way of a Memorandum of Understanding agreement.

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 enter into a Memorandum of Understanding agreement, the same or substantially similar to Exhibit A, with Flint Land Enterprises, LLC .

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

were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 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.

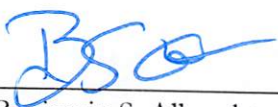
CERTIFIED AS ADOPTED this 21 day of July, 2026.

Attest:


Sloan T. Spalding
Mayor


Jennifer H. Mason
Clerk of Council

Approved as to form:


Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/09/2026

Introduced: 07/21/2026

Revised:

Adopted: 07/21/2026

Effective: 07/21/2026

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF NEW ALBANY, OHIO
AND FLINT LAND ENTERPRISES, LLC**

This Memorandum of Understanding (the “**MOU**”) by and between the City of New Albany, Ohio (the “**City**”), with an address of 99 West Main Street, New Albany, Ohio 43054 and Flint Land Enterprises, LLC (“**Flint Grid**”), with an address of 988 Howard Ave Suite 200, Burlingame, CA 94010, is delivered and made effective the last date set forth below.

WHEREAS, Flint Grid is the fee simple owner of parcel number 037-111744-01.000 in Licking County, Ohio (the “**Parcel**”); and

WHEREAS, Flint Grid intends to develop the Parcel (the “**Development**”); and

WHEREAS, Licking County does not own or maintain any potable water utilities that service the parcel and access to fire suppression is critical to the development of the parcel; and

WHEREAS, the City and Flint Grid have had multiple discussions regarding Flint Grid’s access to the City’s gray water force main starting on the southeast corner of the boundary of the site extending to North Smith Mill’s Road as shown on **Exhibit A** attached hereto (the “**Temporary Water Main**”) for Flint Grid’s fire suppression purposes; and

WHEREAS, Flint Grid is agreeable to joining the Innovation Park Association, obtaining all necessary permits, and paying all necessary fees to access the Temporary Water Main;

WHEREAS, the City intends to abandon the Temporary Water Main in the coming years and it will be necessary for Flint Grid to eventually seek alternate means of potable water supply for the Development’s fire suppression.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Flint Grid, their respective successors and assigns, agree as follows:

1. The City will allow Flint Grid to install a six-inch (6”) tap on the Temporary Water Main to supply the development with potable water on a temporary basis;
2. Flint Grid agrees that it will obtain all permits, use best efforts to join the Innovation Park Association following the date of this MOU, and pay any necessary fees to facilitate the tap. The tapping fee will be assessed according to the fee schedule in **Exhibit B**;
3. Flint Grid agrees to indemnify, defend and hold harmless the City against any and all losses, damage, liabilities, deficiencies, claims, actions, judgments, settlements, awards, penalties, fines, costs (including reasonable attorneys’ fees) or other expenses of any kind related to the enforcement of any rights under this Memorandum of Understanding. This indemnification shall not apply to claims, losses, or damages resulting from the negligence or willful misconduct of the City or its employees, agents, invitees, successors or assigns.

4. Flint Grid's rights under this Memorandum shall not be transferred, or assigned, to another party, without the prior written consent of the City, except to Flint Grid, LLC and/or Speakeasy Grid, LLC, which are affiliates of Flint Grid and the tenants of the Parcel;
5. Flint Grid acknowledges that the supply of water for the Temporary Water Main for the Development's fire suppression system is temporary in nature;
6. Flint Grid understands that the Temporary Water Main is critical infrastructure for several businesses along the corridor. Any interruptions to service related to Flint Grid's tap of the water main shall be coordinated with the City and adjacent users. For any interruption of service, Flint Grid shall be responsible to arrange and pay for any fire watch activities necessary to ensure continuity of fire services to the affected users. Flint Grid shall be solely responsible for any adverse impacts to the Temporary Water Main and adjacent users due to damage caused by Flint Grid, its assignees or subsidiaries to the Temporary Water Main, including compensation for economic losses.
7. Prior to the abandonment of the Temporary Water Main, Flint Grid will seek to annex the Parcel into the City. Flint Grid will make best efforts to ensure the annexation process is completed prior to the removal of the Temporary Water Main from providing water to the Parcel. If the annexation of the Parcel into the City is approved, Flint Grid will subsequently work with the City and the City will allow Flint Grid (subject to Flint Grid's satisfaction of technical specifications and payment of fees imposed, in each case, imposed by the City of Columbus) to tap existing potable water facilities on Jug Street or North Smith's Mill Road (as applicable, the "Replacement Water Source"). The location of the Replacement Water Source (as between Jug Street and North Smith's Mill Road) will be at the City's discretion.
8. Flint Grid acknowledges that additional permits and fees will be required to tap the Replacement Water Source prior to the Temporary Water Main's abandonment. Such permits and fees are set forth on **Exhibit B** as per the effective date of the agreement, however, Flint Grid acknowledges that the fees are subject to change from time to time.
9. The City shall provide Flint Grid with written notice of the proposed Temporary Water Main abandonment a minimum of 18 months before the date of abandonment and loss of water supply to Flint Grid and the Parcel. In addition, if the annexation of the Parcel into the City is not approved prior to the abandonment of Temporary Water Main for reasons outside of Flint Grid's control, the City agrees to work in good faith with Flint Grid to extend the availability of the Temporary Water Main so long as Flint Grid is pursuing the annexation.

10. Unless otherwise agreed in writing and signed by the parties, this MOU shall expire upon the City's abandonment and removal of the Temporary Water Main from service.
11. If any provision of this MOU, or the application of any provision or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect;
12. This MOU contemplates the entire agreement of the parties and no change, amendment, termination or attempted waiver of any of the provisions of this MOU shall be binding upon any party unless in writing and signed by the parties hereto;
13. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
14. All notices, demands, requests, consents, approvals and other communications required or permitted to be given under this MOU (each, a "Notice") shall be in writing and shall be delivered to the applicable party at the address set forth below (or at such other address as such party may designate by Notice given in accordance with this Section). Notices shall be delivered by (a) personal delivery, (b) nationally recognized overnight courier (with written confirmation of delivery), (c) certified mail, return receipt requested, postage prepaid, or (d) email (with a copy sent by one of the methods in clauses (a)–(c)). A Notice shall be deemed given (i) when delivered, if delivered personally, (ii) on the date delivered, if sent by overnight courier, (iii) on the third (3rd) business day after deposit in the U.S. mail, if sent by certified mail, or (iv) when transmitted, if sent by email during normal business hours on a business day (or, if not, on the next business day), provided that no delivery failure notice is received by the sender.

If to the City:

City of New Albany, Ohio
99 West Main Street
New Albany, Ohio 43054
Attn: City Manager
Email: jwilkinson@newalbanyohio.org

If to Flint Grid:

Flint Land Enterprises, LLC
988 Howard Ave Suite 200
Burlingame, CA 94010
Attn: Contract Manager
Email: contracts@colianenergy.com

and

Flint Land Enterprises, LLC
988 Howard Ave Suite 200
Burlingame, CA 94010
Attn: Justin Adams
Email: Justin.Adams@eolianenergy.com

FOR THE CITY

Joseph F. Stefanov, City Manager

FOR FLINT GRID

Eugene Settoon

Name: Eugene Settoon

Title: Manager

Date: 6/10/26

APPROVED AS TO FORM

Exhibit A
Temporary Water Main

Attached.



LOT 31, QUARTER TOWNSHIP 2, T.2N., R.15W.,
US MILITARY DISTRICT,
TOWNSHIP OF JERSEY, LICKING COUNTY, OHIO

BENCH MARK NOTE

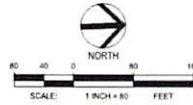
CONTRACTOR SHALL PROTECT ALL EXISTING PROPERTY CORNERS AND BENCH MARKS. ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

SURVEY INFORMATION

TOPOGRAPHIC SURVEY BY EVANS, MECHWART, HAMILTON & TILTON INC., DATED JULY 26, 2021.
SUPPLEMENTAL TOPOGRAPHIC SURVEY BY EVANS, MECHWART, HAMILTON & TILTON INC., DATED APRIL 14, 2023.
DATED MARCH 13, 2025.

SUPPLEMENTAL DATA WAS PROVIDED WITH FLINT GRID LLC, GRAY WATER EXHIBIT BY EVANS, MECHWART, HAMILTON & TILTON INC., DATED APRIL 14, 2023. DATA INCLUDED EXISTING CONDITIONS SOUTH OF THE PROJECT SITE AT SMITHS MILL RD.

COORDINATES ARE ON STATE PLANE NAD83 SOUTH ZONE. ELEVATIONS ARE NAD83.



TBM INFORMATION

BM#131
N 764033.37
E 1897436.99
EL: 1138.88
NOT SHOWN ON PLAN

BM#136
N 763803.26
E 1895081.51
EL: 1148.15

BM#137
N 763861.19
E 1902077.81
EL: 1148.15

LEGEND AND ABBREVIATIONS

- ACCESS DRIVE SURFACING
- OPERATION AND MAINTENANCE SURFACING
- GRAVELING CRUSHED ROCK SURFACING
- CONCRETE PAVEMENT
- BATTERY ENERGY STORAGE SYSTEM (BESS) ENCLOSURE
- MEDIUM VOLTAGE SUBSTATION (MVS)
- PROPERTY LINE
- EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- AREA OF DISTURBANCE
- CHAIN LINK FENCE
- RAIL WOOD HORSE FENCE
- RETAINING WALL AND FOOTING
- FIRE WATER PIPE
- FIRE HYDRANT
- GATE VALVE
- STORM DRAIN PIPE
- CATCH BASIN
- NYLOPLAST AREA DRAIN
- STORM DRAIN CLEANOUT
- AQUABOX
- STORMTECH CHAMBER
- FIRE ALARM CONTROL PANEL
- FIRE HYDRANT
- FIRE WATER
- LENGTH
- TYPICAL

NOTES

- REFER TO SHEET FLI-GW-C-001.01 FOR GENERAL NOTES.
- EXISTING CONDITIONS ARE BASED ON INFORMATION PROVIDED BY TOPOGRAPHIC SURVEY. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF ANY DISCREPANCIES BETWEEN THE PLAN AND EXISTING CONDITIONS ARE ENCOUNTERED.
- BATTERY ENERGY STORAGE SYSTEM, POWER CONVERSION SYSTEMS, LIGHT POLES, AND OTHER ELECTRICAL SITE APPURTENANCES ARE SHOWN FOR REFERENCE ONLY.
- REFER TO SITE PLAN FOR SUBSTATION AND EQUIPMENT LAYOUT.
- REFER TO DETAIL 202, SHEET FLI-GW-C-002.01 FOR FIRE HYDRANT SETTING AND DETAIL 204, SHEET FLI-GW-C-003.01 FOR STANDARD FIRE HYDRANT DETAILS AND NOTES.
- FIRE WATER SUPPLY PIPING SHALL BE POLYVINYL CHLORIDE (PVC) PIPE IN ACCORDANCE WITH ANSI A200. DR-14.
- FITTINGS SHALL BE FABRICATED IN ACCORDANCE WITH ANSI A200. DR-14. FITTINGS SHALL HAVE BELL-AND-SPIGOT OR DOUBLE-BELL ENDS AND INCLUDE AN ELASTOMERIC GASKET IN EACH BELL.
- FIRE HYDRANT OUTLETS TO HAVE 4" KNOX LOOKING CAPS.
- BELOW GRADE FERROUS COMPONENTS SHALL BE PROTECTED WITH PETROLATUM WAX TAPE COATING SYSTEM IN ACCORDANCE WITH ANSIAWMA C217. THE PETROLATUM TAPE SYSTEM SHALL INCLUDE PRIMER, PETROLATUM TAPE, AND OUTER WRAP.
- GATE VALVES SHALL BE DUCTILE IRON MECHANICAL RESTRAINED JOINT 200 PSI RESILIENT WEDGE TYPE CONFORMING TO ANSIAWMA C200. DR-05. AND SHALL BE UL LISTED AND FM APPROVED VALVES. VALVES SHALL OPEN LEFT (COUNTERCLOCKWISE) AND SHALL HAVE AN ARROW SHOWING THE DIRECTION OF OPENING.
- CONNECTION TO GRAY WATER MAIN. SEE DETAILS 211 AND 212, SHEET FLI-GW-C-002.02 FOR WATER METER AND WATER METER FIT DETAILS.
- FOR MORE INFORMATION ON THE ON-SITE FIRE WATER, SEE PLAN AND PROFILE SHEETS FLI-GW-C-700.02 AND FLI-GW-C-700.03.
- EXISTING GRAY WATER EASEMENT IS SHOWN PER THE "LICKING COUNTY RECORDED EASEMENT 2003071001400P".
- TEMPORARY CONSTRUCTION EASEMENT FOR GRAY WATER LINE IS SHOWN PER THE LICKING COUNTY RECORDED EASEMENT 2003071001400P.
- FOR MORE INFORMATION ON THE OFF-SITE FIRE WATER LINE, SEE SHEET FLI-GW-C-700.04 FOR OFF-SITE WATER PLAN AND PROFILE.
- FOR FIRE WATER LINE CASING, SEE DETAIL 203, SHEET FLI-GW-C-002.01.



221 N. Wall Street
Suite 500
Spokane, WA 99201
ph 509 328 2994
www.coffman.com
FIRM #0501



FLINT GRID BESS

13713 JUG STREET
NEW ALBANY, OH 43045

GRAY WATER ISSUED FOR PERMIT

REV	DATE	DESCRIPTION
PROJ. NO.	242738	
DRAWN	DLS	
CHECKED	CMV	
DATE	02/03/2026	

© COFFMAN ENGINEERS INC.
SHEET TITLE:
OVERALL FIRE WATER PLAN

OVERALL FIRE WATER PLAN

SHEET NO.
FLI-GW-C-700.01

EXHIBIT A CONTINUED

Work in ROW to occur in this location for tapping into the Gray Water Line. A Water Service Plan has been submitted to the Justin Wilkinson.

CONNECTION TO GRAY WATER LINE SEE NOTE 11

TEMPORARY CONSTRUCTION EASEMENT SEE NOTE 14

CONNECT TO FLINT BESS FIRE WATER LINE SEE NOTES 12 AND 15

FIRE WATER LINE CASING SEE NOTE 16

15' TEMPORARY CONSTRUCTION EASEMENT

GRAY WATER EASEMENT SEE NOTE 13

OFF-SITE 8" FW LINE 14' H48-107

ON-SITE 8" FW LINE #1

ON-SITE 8" FW LINE #2



THE EXISTING INFORMATION SHOWN ON THESE PLANS IS PER THE SURVEY COMPLETED BY EMIT INC. 3580 NEW ALBANY ROAD COLUMBUS, OH 43054 614-775-4550 DATED: 02/28/2021. THE CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS AND CONTACT THE ENGINEER IF DISCREPANCIES ARE NOTED.

UTILITY STATEMENT
LOCATION OF EXISTING UNDERGROUND UTILITIES HAVE BEEN TAKEN FROM DRAWINGS AND FIELD LOCATES SUPPLIED BY THE APPROPRIATE UTILITY COMPANIES. UTILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY PRIOR TO BEGINNING ANY CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES.

Exhibit B

Tapping Fee Schedule

Attached.

EXHIBIT B



To: Joseph Stefanov, City Manager
CC: Jennifer Chrysler, Director of Community Development
From: Justin S Wilkinson, PE, City Engineer
Date: February 26, 2026
RE: Graywater Force Main – Fee Schedule Change

This memorandum explains a change to the community development department fee schedule.

Graywater Force Main Tapping Permit

The city does not currently have a fee to permit a six-inch (6") tap of the graywater force main on Smith's Mill Road North. Flintgrid, a developer located on the south side of Jug St, has applied for a permit to install a six-inch (6") tap.

The graywater force main tapping fees are based on the combined Columbus FPO Connection charge and the New Albany FPO water capacity fee. Following that same calculation, the six-inch (6") tapping fee would be \$46,628.00. An updated fee schedule is represented below:

	Columbus FPO Fee	New Albany FPO Fee	Greywater fee
6"	29,142.50	17,485.50	46,628.00
8"	46,628.00	27,976.80	74,604.80
10"	67,028.00	40,216.80	107,244.80
12"	125,313.00	75,187.80	200,500.80

REFER TO O-41-2010 FOR FURTHER INFORMATION



RESOLUTION R-29-2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE NEW ALBANY-PLAIN LOCAL SCHOOL DISTRICT TO LEASE CITY PROPERTY FOR THE CONSTRUCTION OF A TRANSPORTATION FACILITY AND TO ACQUIRE SCHOOL DISTRICT PROPERTY FOR THE DEVELOPMENT OF PARK LAND*

*As amended
on the floor*

WHEREAS, the City of New Albany owns 20+/- acres of land located at 0000 Beech Road Northwest, the northeast corner of Beech Road and Miller Road, and described by the Licking County Auditor as parcel number 095-111648-00.000; and

WHEREAS, the New Albany-Plain Local School District owns 2.46+/- acres of land located at 10160 Johnstown Road, and described by the Franklin County Auditor as parcel numbers 222-000923 and 222-000978; and

WHEREAS, the site of the New Albany-Plain Local School District Transportation Facility is inadequate to meet the district's current and future transportation needs; and

WHEREAS, the city's Beech Road property is located in the New Albany International Business Park and is well suited to accommodate the district's transportation needs; and

WHEREAS, the site of the current transportation facility is located adjacent to the city's Kitzmiller Road Wetland Park and is well suited for inclusion in the park; and

WHEREAS, the school district has indicated its willingness to accommodate the city's acquisition of the site of the current transportation facility, should an alternative site become available.

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 enter into a lease agreement with the New Albany-Plain Local School District to facilitate the construction and operation of a transportation facility at 0000 Beech Road Northwest, the northeast corner of Beech Road and Miller Road.

Section 2. The city manager is hereby authorized to enter into agreements with the New Albany-Plain Local School District for the acquisition of the school district parcels identified as 222-000923 and 222-000978.

Section 3. Said lease shall be in a form substantially similar to that which is attached hereto and identified as Exhibit A.

Section 4. The law director and city manager are hereby authorized to make minor modifications to this agreement which are not adverse to the city's interests.

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 Section 121.22 of the Ohio Revised Code.

Section 6. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

* Approval of the lease is contingent upon the approval of the Memorandum of Understanding between the City of New Albany

CERTIFIED AS ADOPTED this 21 day of July, 2026.

the New Albany Plain Local School District, and The New Albany Company.

Attest:



Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/10/2026

Introduced: 07/21/2026

* Revised: 07/21/2026 - see 7/21/2026 Council minutes

Adopted: 07/21/2026

Effective: 07/21/2026

* Amended on the floor

Exhibit A – R-29-2026

GROUND LEASE

LANDLORD:

City of New Albany
P.O. Box 188
99 W. Main Street
New Albany, OH 43054

TENANT:

New Albany Plain Local Schools
55 N. High Street
New Albany, OH 43054

PREMISES:

“NAPLS Transportation Center”

TABLE OF CONTENTS

	Page
Section 1. Premises	2
Section 2. Term	2
Section 3. Renewal Options	2
Section 4. Construction of Improvements	2
Section 5. Use and Occupancy	3
Section 6. Nuisances	4
Section 7. Utilities	4
Section 8. Personal Property	4
Section 9. Sublease or Assignment	4
Section 10. Condemnation	4
Section 11. Fire and Casualty	5
Section 12. Tenant's Repairs	6
Section 13. Covenant of Title and Peaceful Possession	7
Section 14. Insurance	7
Section 16. Real Estate Taxes	8
Section 17. Surrender	8
Section 18. Holding Over	9
Section 19. Notice	9
Section 20. Default	9
Section 21. Rights Cumulative	11
Section 22. Mitigation of Damages	11
Section 23. Entire Agreement and Joint Preparation	11
Section 24. Binding Upon Successors	11
Section 25. Hazardous Substances	11
Section 26. Force Majeure	12
Section 27. Access to Premises	12
Section 28. Memorandum of Lease	12
Section 29. Headings	13

GROUND LEASE

THIS GROUND LEASE (this “Lease”), made this ____ day of _____, 2026, (the Commencement Date”) by and between the City of New Albany, Ohio, an Ohio municipal corporation (hereinafter referred to as “Landlord” or “City”), with offices at 99 W. Main Street, New Albany, Ohio 43054, and the Board of Education of the New Albany-Plain Local School District, an Ohio public school district and political subdivision of the State of Ohio (hereinafter referred to as “Tenant” or “NAPLS”), with offices at 55 N. High Street, New Albany, Ohio 43054. Tenant is authorized to execute this Lease pursuant to Resolution No. ____ adopted by the NAPLS Board of Education on ____, 2026, and Landlord is authorized to execute this Lease pursuant to Resolution No. ____ adopted by the City Council on ____, 2026. Landlord and Tenant may each be referred to individually or collectively as a “Party” or the “Parties”.

WITNESSETH:

WHEREAS, Landlord is the fee owner of a certain tract of real property containing approximately 22.571+/- acres, located generally at the northeast corner of Beech Road and Miller Road previously donated to the City by Amazon Data Service, Inc. situated in the City of New Albany, County of Licking, State of Ohio, which real property is more particularly described by the Licking County Auditor as parcel number 095-111648-00.000 with an address at 0000 Beech Road Northwest, Johnstown, Ohio 43031 and described and generally depicted on Exhibit “A”, attached hereto and made a part hereof. Said real property shall hereinafter be referred to as the “Land” or “Premises”;

WHEREAS, Tenant desires to design and construct a Transportation Center (the “Transportation Center” or the “Improvements”) in a manner consistent with the Master Site Plan referenced herein and for the purpose of maintaining, repairing and storing its buses and other transportation vehicles for use by the NAPLS;

WHEREAS, Tenant has indicated its desire to develop no less than eight (8) acres and no more than ten (10) acres on the Land for the purpose of developing the Improvements;

WHEREAS, upon discussion, Landlord is in possession of the necessary acreage and Tenant desires to lease the necessary acreage on the Land on which Tenant will construct, maintain and improve the Improvements consistent with the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing and as follows:

SECTION 1. PREMISES

Landlord, in consideration of the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant, and Tenant hereby leases from Landlord no less than eight (8) acres, and no more than ten (10) acres, of the Land for the purpose of constructing the Improvements. The Parties recognize that the actual acreage will be determined upon completion of, and will be depicted in, the master site plan ("Master Site Plan") establishing the design guidelines and development standards to be utilized by Tenant for the development of the Improvements. The Parties shall memorialize the actual acreage and boundaries of the acreage leased by Tenant in an Amendment hereto upon approval of the Master Site Plan.

SECTION 2. TERM

The initial term of this lease shall be for a period of approximately ninety-nine (99) years from the Commencement Date expiring July 1, 2125. The term will be consummated upon Landlord's receipt of payment in the amount of \$10.00 from Tenant.

SECTION 3. RENEWAL OPTIONS

Provided Tenant has not substantially defaulted on any of the terms, provisions, or conditions to be performed by Tenant under this Lease, and unless Tenant provides Landlord with notice of non-renewal at least twenty-four (24) months prior to the expiration of the initial term, the term of this Lease may be renewed by Tenant for a period not to exceed 25 years, upon the same covenants and agreements set forth herein, unless modified in writing and signed by the Parties (the "First Renewal"). Subsequent to the First Renewal, this Lease may only be renewed upon the mutual agreement of the Parties.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS

(a) Master Site Plan. Tenant shall develop, or cause to be developed at its cost and expense the Master Site Plan. The Master Site Plan shall be attached to the Lease and shall specify the location of the Improvements on the Land and actual acreage leased by Tenant.

(b) The cost and expense of the Improvements shall be borne by Tenant. The design and construction shall be consistent with the Master Site Plan and/or as otherwise permitted, or agreed upon, through any required approval process of Landlord. Tenant shall construct the Improvements, Future Improvements, and any alterations thereto, in a good and workmanlike manner, in full compliance with all construction, use, building, zoning, health, environmental, and other similar requirements of any governmental entity having jurisdiction. Tenant will promptly provide to Landlord (a) building permits, as they become available and necessary, (b) zoning certificates from applicable governmental authorities, (c) monthly progress reports of Tenant's construction (which progress reports may be in the form of progress reports submitted by the Tenant's Construction Manager-at-Risk or Professional Design Firm), and (d) related improvements upon completion of construction of same.

(c) Construction Manager and Architect. Landlord consents to (i) Ruscilli Construction Co., LLC as the Tenant's "Construction Manager-at-Risk" for the NAPLS Improvements pursuant to the "Construction Management Agreement" dated December 2, 2024 between the Tenant and Construction Manager-at-Risk (AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price); and (ii) Schorr Architects, Inc. as the Tenant's "Professional Design Firm" for the NAPLS Improvements pursuant to the architectural agreement between Tenant and Professional Design Firm dated November 18, 2024 (AIA Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition).

(d) Tenant shall be permitted to make future improvements to the Transportation Center ("Future Improvements") at its cost and expense. However, any such Future Improvement(s) shall be in the same style, or substantially similar style, to the design guidelines and development standards set forth in the Master Site Plan and/or otherwise permitted, or agreed upon, during the approval process for the Improvements.

Tenant shall be permitted to repair or replace all, or portions, of the Improvements, so long as the repair and replacement is the same, or substantially similar, style/ type of the original Improvement.

(e) Liens/Attested Account Claims. The process set forth in Ohio Revised Code 1311.25 et seq. shall govern liens and attested account claims of subcontractors, suppliers and laborers with respect to the Improvements.

(f). Insurance. In addition to the other insurance requirements of this Lease, during the construction of the Improvements, Tenant shall obtain and maintain or require its Construction Manager-at-Risk to obtain and maintain (a) property insurance written on a builder's risk "all-risk" or equivalent policy form as more particularly set forth in the Construction Management Agreement naming the Landlord as an additional insured, and (b) workers' compensation insurance as required by the laws of the State of Ohio, and Tenant shall provide Landlord with certificates evidencing all of the above.

SECTION 5. USE AND OCCUPANCY

During the term of this Lease, the Premises shall be used by Tenant in accordance with the terms of this Lease and in a manner consistent with the operation of the Improvements. Uses of the Premises by Tenant in a manner that is inconsistent with this Lease and the operation of a public school district shall require Landlord's prior approval.

Tenant shall at all times conduct its operations on the Premises and use the Improvements in a lawful manner and shall, at Tenant's expense, comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of all governmental authorities, now in force or which may hereafter be in force, which shall impose any duty upon Tenant with

respect to the use, occupancy, or construction and alteration of the Premises. Tenant shall comply with all requirements of the Americans with Disabilities Act, and shall be solely responsible for all alterations to the Premises in connection therewith.

SECTION 6. NUISANCES

Tenant shall not perform any acts or carry on any practice that may devalue the Premises or be a nuisance or menace to the neighbors or the public. Landlord shall have the right to enforce and maintain compliance with all applicable, codified ordinances, laws, rules and/or other regulations.

SECTION 7. UTILITIES

Tenant shall be responsible and pay for all public utility services rendered or furnished to the Improvements during the term hereof, including, but not limited to, heat, water, gas, electric, telephone service, and sewer services, together with all taxes, levies, or other charges on such utility services when the same become due and payable. Landlord shall not be liable for the quality, or quantity, of or interference involving such utilities.

SECTION 8. PERSONAL PROPERTY

Tenant further agrees that all personal property, goods, and equipment of every kind or description that may at any time be in or on the Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant, and that Landlord shall not be liable for any damage to said property or loss suffered by the use of the Premises, unless caused by the actions and/or omissions of Landlord, or its agents.

SECTION 9. SUBLEASE OR ASSIGNMENT

Tenant further covenants and agrees not to assign or sublet the Premises or any part of same.

SECTION 10. CONDEMNATION

Notwithstanding any provision of this Lease to the contrary, if, during the term of this Lease, there shall be a taking by appropriation or eminent domain ("Taking") of the entire Premises or any part thereof, the rights and obligations of Landlord and Tenant with respect to any compensation for such Taking (compensation being herein called "Condemnation Award") pursuant thereto and with respect to the Premises shall be as hereinafter set forth:

(a) In the event of a Taking of the entire Premises or so much of the Premises that, in the opinion of Tenant in the Tenant's sole and absolute discretion, it is not feasible to continue possession and operation of the remaining Premises, this Lease shall terminate twenty (20) days after notice from Tenant to Landlord of such election to terminate. The notice of election to terminate shall be given by Tenant to Landlord not later than thirty

(30) days following transfer of ownership to the condemning authority. Neither Party hereto shall have a right of claim against the other for damages or participate in the amount of compensation awarded to the other Party, provided that Landlord notifies Tenant at the time such appropriation proceedings are initiated against Landlord so that Tenant shall be afforded the opportunity to participate in such proceedings in order to obtain a Condemnation Award.

(b) In the event of a Taking of a part of the Premises and Tenant does not give notice of termination as provided for in paragraph (a) above, this Lease shall continue. The Condemnation Award attributed to the Premises shall be allocated as set forth in paragraph (a) above.

(c) In the event a portion of the Premises is taken and this Lease continues thereafter, Tenant, at its expense, shall perform any reconstruction of the remaining Premises as may be necessary to restore the same to its original condition but only to the extent of available Condemnation Award.

(d) Notice of Condemnation. The Party receiving any notice of the kinds specified above shall promptly give the other Party notice of the receipt, contents, and date of the notice received. Landlord shall have full right and authority to conduct, or to direct the conduct of any such condemnation or settlement proceeding and to settle the same on terms acceptable to Landlord.

(e) During the term of the Lease, Landlord shall not exercise its rights of appropriation or eminent domain with respect to the Premises.

SECTION 11. FIRE AND CASUALTY INSURANCE

(a) Tenant shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on the Improvements in an amount equal to the full replacement cost thereof. Landlord shall be under no obligation to maintain insurance on any improvements on the Land.

(b) In the event that the Improvements are totally destroyed by fire or other casualty, the term of this Lease shall immediately terminate at the option of Tenant. In case of partial damage or destruction so as to render, in Tenant's sole opinion, the Improvements unfit for the Tenant's use, Tenant may terminate this Lease upon ten (10) days' notice given to Landlord within ninety (90) days after the occurrence of such damage or destruction effective as of the date set forth in Tenant's termination notice, provided however, that should the partial damage or destruction occur within the twelve (12) month period prior to the expiration of the then current term of the Lease, then Tenant may immediately terminate this Lease for any reason within the Tenant's sole and absolute discretion should Tenant have exercised its right of non-renewal in accordance with Section 3 herein. If Tenant terminates the Lease as outlined above, it shall be responsible for removing any damaged, or destroyed property.

(c) If Tenant elects to not terminate this Lease in accordance with Section 11(b) above, then Tenant shall (to the extent insurance proceeds are available) promptly commence the process to rebuild the Improvements to their prior condition. If it is thereafter determined that there are not sufficient proceeds available, Tenant shall immediately notify Landlord and Tenant shall then have a second option, exercisable within fifteen (15) days following notice to Landlord, to terminate this Lease effective as of the date set forth in Tenant's termination notice.

SECTION 12. TENANT'S REPAIRS

(a) Tenant shall maintain, repair, and replace (hereinafter collectively referred to in the noun and verb form as "repair"), at Tenant's expense, all and every part of the Improvements on the Premises, including landscaping, to keep same in good order, condition, and repair in accordance with prudent and customary repair practices.

If Tenant fails to repair and maintain the Improvements as required herein, Landlord may demand in writing that Tenant undertake and complete such repairs and maintenance within thirty (30) days from Landlord's notice to Tenant, unless such repairs and/or maintenance constitute an emergency, in which case such repairs and/or maintenance shall be undertaken and completed immediately, provided, however, if such repairs cannot reasonably be completed within the specified timeframe then the timeframe shall be extended, so long as Tenant commences the repair within the specified timeframe and diligently pursues such repair to completion. If Tenant refuses or neglects to make such repair and to complete the same with reasonable dispatch in accordance with this Lease, then Landlord may make such repair and Tenant shall, on demand, immediately pay to Landlord the cost of said repair, together with interest at prime plus one (1%) percent-per annum. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's property by reason of such work or its results.

(b) Tenant shall pay promptly when due the entire cost of repair in the NAPLS Improvements so that the Premises shall at all times be free of liens for labor and materials arising from such work; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality; and to comply with all governmental requirements.

SECTION 13. COVENANT OF TITLE AND PEACEFUL POSSESSION

Subject to easements, conditions, covenants, restrictions, and reservations of record, zoning ordinances and legal highways, Landlord has good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. Landlord shall permit Tenant's use of the Land in accordance with the provisions hereof, and if Tenant shall perform all the covenants and provisions of this Lease to be performed by Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises free from actions by or through Landlord, subject, however, to the other terms and conditions of this Lease.

SECTION 14. INSURANCE

(a) **Casualty Insurance.** Tenant shall carry such insurance against loss of its property in, on, or about the Premises by fire and such other risks as set forth in Section 11 herein.

(b) **Public Liability Insurance.** Tenant agrees to procure and maintain during the demised term a policy or policies of liability insurance, with blanket contractual coverage, written by a responsible insurance company or companies (which may be written to include the Premises in conjunction with other premises owned or operated by Tenant) insuring Tenant against losses, claims, demands, or actions for injury to or death of any one or more persons, including volunteers working under the direction of Tenant or Landlord or their respective agents or employees, and for damage to property in any one occurrence in the Premises to the limit of not less than \$3,000,000 and \$5,000,000 general aggregate policy limit arising from Tenant's conduct and operation of the Premises, \$500,000.00 limit for fire and legal liability, and \$1,000,000.00 limit for completed operations, or such higher amounts as reasonably designated by Landlord. Tenant shall furnish to Landlord certificates evidencing the continuous existence of such insurance coverage, which must also name Landlord as an additional insured. All insurance companies must be licensed to do business in the State of Ohio and have an "A" rating or better. Certificates of insurance will be provided at the time this Lease is executed and twenty (20) days prior to expiration of the policy. Certificates of insurance are to specify notification to Landlord of cancellation or termination of policy in accordance with the policy provisions.

(c) **Miscellaneous Insurance.** Tenant agrees to provide and keep in force at all times workers compensation insurance complying with the law of the State of Ohio, including coverage of volunteers, even if such coverage is voluntary under the laws of the State of Ohio. Tenant agrees to provide a certificate as evidence of proof of workers' compensation coverage.

(d) **Builder's Risk Insurance.** Except as already set forth in Section 4(f) herein, with respect to any alterations or improvements by Tenant, Tenant shall maintain contingent liability and builder's risk coverage naming Landlord as an additional named insured. If Tenant hires contractors to do any improvements on the Premises, each contractor must provide proof of workers' compensation coverage on its employees and agents to Landlord.

SECTION 15. REAL ESTATE TAXES

(a) **Taxes.** In the event that the Premises shall lose its tax exempt status due to the Tenant's use and occupancy of the Premises, then Tenant will reimburse Landlord for real property taxes for the Premises that are directly attributable to the Tenant's use and occupancy of the Premises upon receipt of the following: (1) a copy of Landlord's tax bill which shall be provided to Tenant not later than sixty (60) days following Landlord's receipt thereof, (2)

written documentation showing the taxes attributable to Tenant's use and occupancy of the Premises, and (3) any other notices received by Landlord addressing the taxable status of the Premises. Tenant shall have the right to appeal any determination relating to the taxable status of the Premises related to Tenant's use and occupancy thereof, and Landlord shall designate Tenant as its attorney-in-fact as required to effect standing for such appeal.

(b) Applications for Tax Exemption. The Parties shall cooperate with each other in applying for and obtaining any available exemptions from real estate taxes for the Premises, including but not limited to submission of an Application for Real Property Tax Exemption and Remission with Licking County, Ohio.

(c) Assessments. Tenant shall be responsible for any assessments that benefit solely its Improvements.

SECTION 16. SURRENDER

Tenant covenants and agrees to deliver up and surrender to Landlord the physical possession of the Premises, and all Improvements thereto, upon the expiration of this Lease or its termination, except that the surrender of any and all the Improvements constructed by or on behalf of the Tenant after the Commencement Date shall be surrendered subject to reasonable wear, tear, depreciation and decay.

SECTION 17. HOLDING OVER

Any holding over after the expiration or termination of this Lease by Tenant shall be from day to day on the same terms and conditions at Landlord's option; and no act or statement whatsoever on the part of Landlord or Landlord's duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

SECTION 18. NOTICE

All notices or other communications required under this Lease shall be effected by calling the telephone number listed below with corresponding personal delivery in writing; by a recognized overnight delivery service; by certified mail, return receipt requested; or by e-mail to the then-City Manager and then-Treasurer. When delivered or mailed to the Parties at their respective addresses as set forth below, or when mailed to the last address provided in writing to the other Party by the addressee, notice shall be deemed to have been given (a) on the date of personal delivery, if delivered personally; (b) on the next following business day if delivered by overnight delivery service; or (c) on the third day after mailing, if sent by certified mail, return receipt requested. An e-mail notice shall be deemed delivered when the message enters the recipient's inbox, except that if the message enters the recipient's inbox after 5:00 pm in the Eastern time zone or on a Saturday, Sunday or legal holiday observed by the government of the United States, then it shall be deemed delivered with the commencement of the next business day in the Eastern time zone:

If to the Landlord to: City of New Albany, Ohio
P.O. Box 188
New Albany, OH 43054
Attention: City Manager
Telephone: (614) 885-3913

If to the Tenant to: New Albany-Plain Local School District
55 N. High Street
New Albany, Ohio 43054
Attention: Treasurer
Telephone: 614-413-7114

A Party may change its contact information and contact person for the purposes of this Article by giving notice thereof to the other Party in the manner required herein.

SECTION 19. DEFAULT

(a) Events of Default by Tenant. The occurrence of any one or more of the following events shall constitute a substantial default of this Lease by Tenant:

- (i) Tenant fails to maintain all insurance required hereunder to be maintained and fails to cure such failure within thirty (30) days following notice from Landlord.
- (ii) Tenant fails to perform or observe any other term, condition, covenant, or obligation required to be performed or observed by it under this Lease for a period of ninety (90) days after notice thereof from Landlord, unless stated otherwise in this Lease provided that if such default cannot reasonably be cured within the ninety (90) day period, then the ninety (90) day period shall be extended and Tenant shall not be considered in default so long as Tenant commences to cure the default within the first ninety (90) days following Landlord's notice and diligently pursues such cure to completion.
- (iii) Tenant refuses to take possession of the Premises as of the Commencement Date, vacates or abandons the Premises, or substantially ceases to carry on its reasonable obligations on the Premises and fails to cure such failures within thirty (30) days following notice from Landlord.

(b) Landlord's Remedies for Tenant Default. Upon the occurrence of any event of substantial Tenant default and after the expiration of any applicable grace or cure period, Landlord shall have the following rights and remedies, any one or more of which may be exercised without further notice to or demand upon Tenant:

- (i) Landlord may re-enter the Premises and cure any substantial default of Tenant, in which event Tenant shall reimburse Landlord for any cost and expenses that Landlord may incur to cure such default plus interest at prime plus one (1%) percent per annum from the date such expense was incurred.
 - (ii) Landlord may terminate this Lease or Tenant's right to possession under this Lease, in which event: (a) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; and (b) Landlord may re-enter the Premises and dispose Tenant or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy that Landlord may have for possession or otherwise in law or at equity. Tenant shall remain liable for payment of all charges and costs imposed on Tenant herein, in the amounts, at the times, and upon the conditions as herein provided. Upon termination of this Lease pursuant to this Section 19, Landlord may recover possession of the Premises under and by virtue of the provisions of the laws of the State of Ohio, or by such other proceedings, including re-entry and possession, as may be applicable.
 - (iii) Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings, and other remedies were not provided for herein. Mention in this Lease of any particular remedy shall not preclude either Party from any other remedy, in law or in equity.
- (c) Additional Remedies and Waivers. The rights and remedies of Landlord and Tenant set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord or Tenant shall constitute a waiver of a default and no waiver of default shall be effective unless it is in writing, signed by the party waiving such default.

SECTION 20. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies, and benefits or of any other rights, remedies, and benefits allowed by law.

SECTION 21. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease committed by the other.

SECTION 22. ENTIRE AGREEMENT AND JOINT PREPARATION

This Lease shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally but only by an agreement in writing signed by the Party against whom enforcement of the change, modification, or discharge is sought. This Lease has been negotiated by and between the Parties and shall be deemed to be jointly prepared.

SECTION 23. BINDING UPON SUCCESSORS

The covenants, conditions, and agreements made and entered into by the Parties hereto shall be binding upon and inure to the benefit of their respective successor and assigns.

SECTION 24. HAZARDOUS SUBSTANCES

During the term of this Lease, Tenant shall not suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of any hazardous substance or toxic material, as those terms are used in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and any regulations promulgated thereunder, or any other present or future federal, state, or local laws, ordinances, rules, and regulations except as may be customary in the operation of the Transportation Center. Tenant shall be responsible for, up to the maximum coverage amount of Tenant's insurance policies, damages incurred or suffered due to the breach of Tenant's obligations set forth in this Section. This Section shall survive expiration or earlier termination of this Lease.

Prior to any renovation or demolition activities containing any asbestos-containing materials or asbestos-containing building materials, as defined by federal, state, or local laws, ordinances, rules, and regulations, which are the responsibility of Tenant hereunder, or in connection with any renovation or demolition by Tenant, Tenant shall notify Landlord at least thirty (30) days prior to commencing such renovation or demolition. Such notification shall include the scope of work to be performed and the schedule of the renovation or demolition. Tenant shall be responsible for compliance with all applicable asbestos and environmental regulations for its own employees and any other persons under their control or direction, including but not limited to employee training.

SECTION 25. FORCE MAJEURE

If either Party hereto shall be delayed or hindered in or prevented from the performance of any obligation required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, military or usurped power, sabotage, unusually severe weather, fire or other casualty, or other reason (but excluding inadequacy of insurance proceeds, financial inability, or the lack of suitable financing) of a like nature beyond the reasonable control of the Party delayed in performing its obligations under this Lease, the time for performance of such obligation shall be extended for the period of the delay.

SECTION 26. ACCESS TO PREMISES

Notwithstanding any provisions of this Lease to the contrary, Landlord reserves the right to lease portions of the property to cellular/data telecommunication providers and/or entities providing cellular towers for such purposes, provided however that the placement of such facilities on the Premises shall be subject to Tenant's approval, not to be unreasonably withheld and shall not interfere in any way with Tenant's use and occupancy of the Premises.

SECTION 27. MEMORANDUM OF LEASE

Landlord and Tenant shall record a short form memorandum of the Lease with the Recorder's Office of Licking County, Ohio, in accordance with Ohio Revised Code 5301, which shall describe the term, renewal rights and other such pertinent information as such Party deems appropriate. However, the failure to record such a short form memorandum shall not affect or impair the validity or effectiveness of the Lease as between the Parties, their successors or assigns.

SECTION 28. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease.

{Signature Page Follows}

IN WITNESS WHEREOF, the Parties hereto have executed this Lease the day and year first above written.

LANDLORD:

CITY OF NEW ALBANY, OHIO
An Ohio Municipal Corporation

By: _____
Joseph F. Stefanov, City Manager

Approved as to Form:

Benjamin S. Albrecht, City Law Director

STATE OF OHIO :
:ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Joseph F. Stefanov, City Manager of the City of New Albany, an Ohio Municipal Corporation, for and on behalf of said municipal corporation.

Notary Public

TENANT:
Board of Education of the New Albany-Plain
Local School District

By: _____
John McClelland, President

By: _____
Rebecca Jenkins, Treasurer

STATE OF OHIO :
:ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by John McClelland, President of the Board of Education of the New Albany-Plain Local School District, for and on behalf of said School District.

Notary Public

STATE OF OHIO :
:ss.
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Rebecca Jenkins, Treasurer of the Board of Education of the New Albany-Plain Local School District, for and on behalf of said School District.

Notary Public

Exhibit A

Description and Depiction of Land/Premises