



ORDINANCE O-27-2026

AN ORDINANCE TO RENEW THE APPROVAL OF THE FINAL PLAT FOR 40 SINGLE-FAMILY LOTS ON 30.1 +/- ACRES AND ACCEPT RESERVES "F", "G", "H", AND "I" FOR SECTION 30 OF THE "NEW ALBANY COUNTRY CLUB" SUBDIVISION GENERALLY LOCATED NORTH AND WEST OF LAMBTON PARK ROAD AND SOUTH OF BRANDON ROAD, AS REQUESTED BY THE NEW ALBANY COMPANY, LLC C/O AARON L. UNDERHILL, ESQ.

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

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

WHEREAS, the New Albany Planning Commission, after review during a public meeting on June 16, 2025, recommended approval of this final plat (FPL-40-2025); and

WHEREAS, the final plat includes 30.1 +/- acres of land to be resubdivided into 40 residential lots in addition to the public streets; and

WHEREAS, the final plat includes approximately 1.39 +/- acres of parkland and open space; and

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

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

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

Section 1. The final plat is attached to this ordinance as Exhibit A and made a part herein approved.

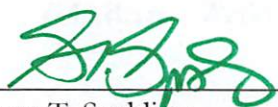
Section 2. Council hereby accepts the lands shown on the map attached hereto as Exhibit A, under the terms and conditions outlined and the covenants and restrictions stipulated in the deed and final plat.

Section 3. It is hereby found and determined that all formal actions of 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 4. Pursuant to Article VI, Section 6.07(B) of the City of New Albany Charter, this ordinance shall take effect on and after the earliest period allowed by law.

CERTIFIED AS ADOPTED this 04 day of Aug, 2026.

Attest:

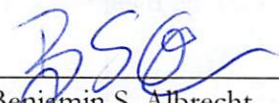


Sloan T. Spalding
Mayor



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:	08/04/2026
Effective:	09/03/2026

RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

EXHIBIT A - O-27-2026

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Situated in the State of Ohio, County of Franklin, City of New Albany, and in Quarter Township 3, Township 2, Range 16, United States Military Lands, containing 21.554 acres of land, more or less, and 21.554 acres being comprised of a subdivision of Lots 1 to 36, both inclusive, and Reserves "A", "B" and "C" of the subdivision entitled "New Albany Country Club Section 30", of record in Plat Book 172, Page 86, and Lots and Reserves being conveyed to THE NEW ALBANY COMPANY LLC by deed of record Instrument Number 20109920114195, and part of that tract of land conveyed to THE NEW ALBANY COMPANY LLC by deed of record Instrument Number 20109920114195, Recorder's Office, Franklin County, Ohio.

The undersigned, THE NEW ALBANY COMPANY LLC, a Delaware limited liability company, by BRENT B. BRADBURY, Chief Financial Officer, owner of the land platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents a "RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30", a subdivision containing Lots numbered 101 to 141, both inclusive, and areas designated as Reserve "F", Reserve "G", Reserve "H", Reserve "I", Reserve "J" and Reserve "K", does hereby accept this plat of same and dedicate to public use, as such, all of Head of Pond Road shown herein and not heretofore dedicated and releases portions of easements shown herein by cross hatching (see hatch legend).

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. No building shall be constructed in any area over which easements are hereby reserved. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage roads and/or other above ground storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the City of New Albany Engineer. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, installing and maintaining a sidewalk, for use by the general public. Easement areas shown herein outside of the platted area are within lands owned by the undersigned and easements are hereby reserved thereon for the uses and purposes as expressed herein.

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

Signed and Acknowledged
In the presence of:

THE NEW ALBANY COMPANY LLC

By
BRENT B. BRADBURY,
Chief Financial Officer

STATE OF OHIO
COUNTY OF FRANKLIN ss:

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

In Witness 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 Resolution No. _____, passed _____, 20____, wherein all of Head of Pond Road shown dedicated herein are accepted, as such, by the Council for the City of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to _____, 20____. The City of New Albany, Ohio by its approval and acceptance of this plat does hereby vacate the portions of Baughman Grant and Head of Pond Road shown herein by cross hatching (see hatch legend).

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

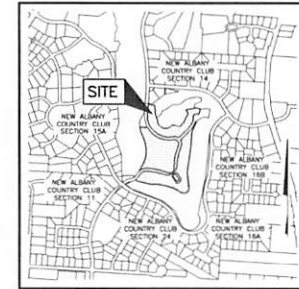
Deputy Auditor, Franklin County, Ohio

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

File No. _____

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

Plat Book _____ Pages _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown herein are based on the same meridian as the bearings shown on the subdivision plat entitled "New Albany Country Club Section 30", of record in Plat Book 76, Page 54, Recorder's Office, Franklin County, Ohio. On said plat of record, a portion of the centerline of Yantis Drive is shown as having a bearing of South 12°54'44" East.

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

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

PERMANENT MARKERS: Permanent markers, where indicated 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 and 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 (punchmarked) 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)

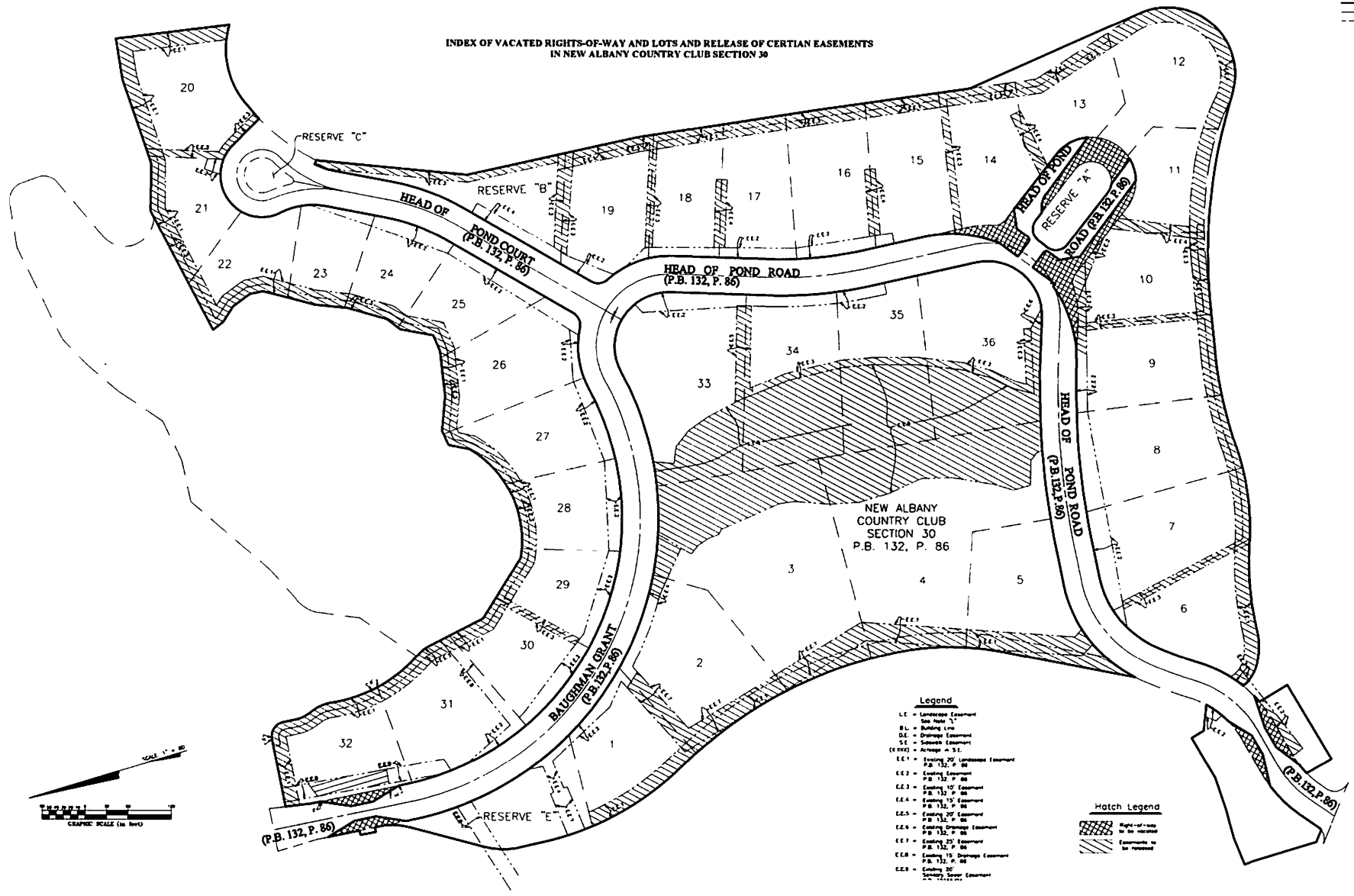
By
Heather L. King
Professional Surveyor No. 8367
hking@emht.com
Date _____

RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

INDEX OF VACATED RIGHTS-OF-WAY AND LOTS AND RELEASE OF CERTAIN EASEMENTS
IN NEW ALBANY COUNTRY CLUB SECTION 30

- Line Type Legend
- Existing Property Line
 - Existing R/W Line
 - Existing R/W Centerline
 - Existing Easement Line
 - Subdivision Boundary Line
 - Lot Line
 - R/W Line
 - R/W Centerline
 - Easement Line

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- Legend
- L.E. = Landscape Easement
 - B.L. = Building Line
 - D.E. = Drainage Easement
 - S.E. = Setback Easement
 - (XXX) = Acreage = 3.1
 - E.E.1 = Existing Easement
 - E.E.2 = Existing Easement
 - E.E.3 = Existing Easement
 - E.E.4 = Existing Easement
 - E.E.5 = Existing Easement
 - E.E.6 = Existing Easement
 - E.E.7 = Existing Easement
 - E.E.8 = Existing Easement
 - E.E.9 = Existing Easement
 - E.E.10 = Existing Easement
 - E.E.11 = Existing Easement
 - E.E.12 = Existing Easement
 - E.E.13 = Existing Easement
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 - E.E.93 = Existing Easement
 - E.E.94 = Existing Easement
 - E.E.95 = Existing Easement
 - E.E.96 = Existing Easement
 - E.E.97 = Existing Easement
 - E.E.98 = Existing Easement
 - E.E.99 = Existing Easement
 - E.E.100 = Existing Easement

- Hatch Legend
- Right-of-way to be vacated
 - Easements to be released

RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

- Line Type Legend
- Existing Property Line
 - Existing R/W Line
 - Existing R/W Containing
 - Existing Easement Line
 - Subdivision Boundary Line
 - Lot Line
 - R/W Line
 - R/W Containing
 - Easement Line

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RESERVE "D"
(P.B. 132, P. 86)

THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

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

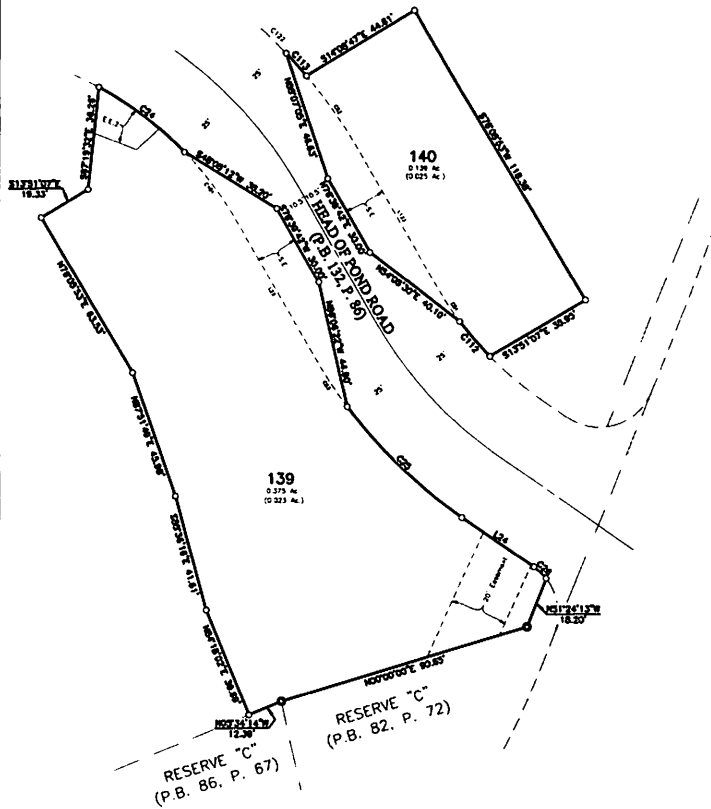
THE NEW ALBANY COMPANY LLC
I.N. 201009020114195

- Legend
- LE = Landlocked Easement
 - BL = Building Line
 - DL = Drainage Easement
 - SE = Service Easement
 - (LX) = Access on E
 - EE1 = Existing 20' Landlocked Easement P.B. 132, P. 86
 - EE2 = Existing Easement P.B. 132, P. 86
 - EE3 = Existing 10' Easement P.B. 132, P. 86
 - EE4 = Existing 15' Easement P.B. 132, P. 86
 - EE5 = Existing 20' Easement P.B. 132, P. 86
 - EE6 = Existing 25' Easement P.B. 132, P. 86
 - EE7 = Existing 30' Easement P.B. 132, P. 86
 - EE8 = Existing 15' Drainage Easement P.B. 132, P. 86
 - EE9 = Existing 20' Drainage Easement P.B. 132, P. 86

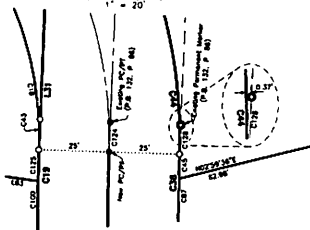
RESUBDIVISION OF PART OF NEW ALBANY COUNTRY CLUB SECTION 30

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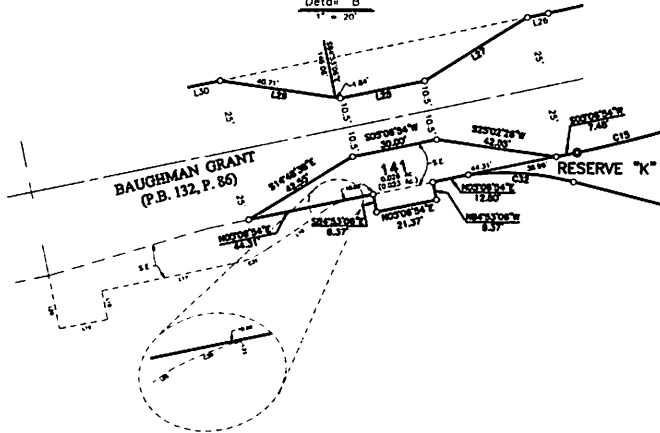
Detail "A"
1" = 20'



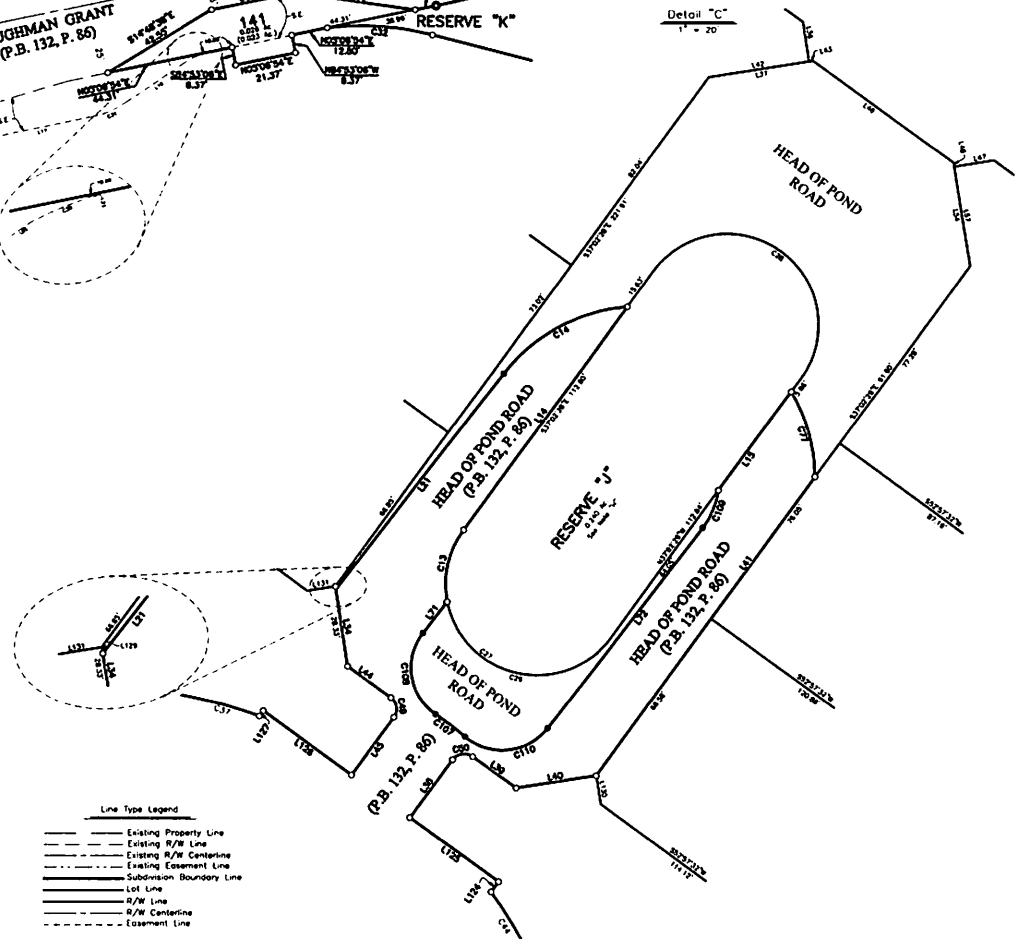
Detail "D"
1" = 20'



Detail "B"
1" = 20'



Detail "C"
1" = 20'



- Legend**
- L.E. = Lateral Easement
 - S.E. = Sewer Easement
 - B.L. = Building Line
 - D.E. = Drainage Easement
 - S.E. = Stormwater Easement
 - (L.E.S.E.) = Airspace in S.E.
 - E.E.1 = Existing 20' Lateral Easement
 - E.E.2 = Existing Easement
 - E.E.3 = Existing 10' Easement
 - E.E.4 = Existing 15' Easement
 - E.E.5 = Existing 20' Easement
 - E.E.6 = Existing Drainage Easement
 - E.E.7 = Existing 25' Easement
 - E.E.8 = Existing 15' Drainage Easement
 - E.E.9 = Existing 30' Stormwater Easement

- Line Type Legend**
- Existing Property Line
 - Existing R/W Line
 - Existing R/W Centerline
 - Existing Easement Line
 - Subdivision Boundary Line
 - Lot Line
 - R/W Line
 - R/W Centerline
 - Easement Line

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CLIMATE TABLE					CLIMATE TABLE				
CURVE	DEPTH	RAIIDS	LENGTH	GRAND DISTANCE	CURVE	DEPTH	RAIIDS	LENGTH	GRAND DISTANCE
C1	90000.00	20.00	31.42	5.3953100 E	604	1034.23	324.00	110.83	5.641934 E
C2	23232.01	50.00	20.84	5.0064300 E	605	1034.23	324.00	110.83	5.641934 E
C3	26391.51	50.00	20.84	5.0064300 E	606	1034.23	324.00	110.83	5.641934 E
C4	42792.00	200.00	141.80	5.1270720 E	1394	1119.10	720.00	24.00	5.8250240 E
C5	21353.42	50.00	19.93	5.1270720 E	1395	1119.10	720.00	24.00	5.8250240 E
C6	10700.00	140.00	147.28	5.0728440 E	1396	1119.10	720.00	24.00	5.8250240 E
C7	16110.00	58.00	171.26	5.0728440 E	1397	1119.10	720.00	24.00	5.8250240 E
C8	32742.00	100.00	64.81	5.0674100 E	1398	1119.10	720.00	24.00	5.8250240 E
C9	10846.46	225.00	32.10	5.3700310 E	1399	1119.10	720.00	24.00	5.8250240 E
C10	11355.12	20.00	29.16	5.3728310 E	1400	1119.10	720.00	24.00	5.8250240 E
C11	10653.51	120.00	69.83	5.4747210 E	1401	1119.10	720.00	24.00	5.8250240 E
C12	47470.22	31.00	20.84	5.6642490 E	1402	1119.10	720.00	24.00	5.8250240 E
C13	47470.22	31.00	20.84	5.6642490 E	1403	1119.10	720.00	24.00	5.8250240 E
C14	10653.51	420.00	73.53	5.4820320 E	1404	1119.10	720.00	24.00	5.8250240 E
C15	10700.00	120.00	73.53	5.4820320 E	1405	1119.10	720.00	24.00	5.8250240 E
C16	14700.14	360.00	141.43	5.1120214 E	1406	1119.10	720.00	24.00	5.8250240 E
C17	10420.00	120.00	22.24	5.5622390 E	1407	1119.10	720.00	24.00	5.8250240 E
C18	10420.00	120.00	22.24	5.5622390 E	1408	1119.10	720.00	24.00	5.8250240 E
C19	14700.00	1100.00	71.57	5.7552730 E	1409	1119.10	720.00	24.00	5.8250240 E
C20	5131.34	160.00	160.50	5.8914410 E	1410	1119.10	720.00	24.00	5.8250240 E
C21	27999.11	310.00	140.50	5.1031310 E	1411	1119.10	720.00	24.00	5.8250240 E
C22	33130.11	360.00	214.54	5.1118090 E	1412	1119.10	720.00	24.00	5.8250240 E
C23	31393.55	200.00	31.81	5.1720442 E	1413	1119.10	720.00	24.00	5.8250240 E
C24	12700.11	120.00	38.01	5.3451290 E	1414	1119.10	720.00	24.00	5.8250240 E
C25	1631.45	125.00	54.59	5.6041904 E	1415	1119.10	720.00	24.00	5.8250240 E
C26	17103.34	20.00	50.00	5.6041904 E	1416	1119.10	720.00	24.00	5.8250240 E
C27	160300.00	32.00	100.53	5.5293732 E	1417	1119.10	720.00	24.00	5.8250240 E
C28	160300.00	32.00	100.53	5.5293732 E	1418	1119.10	720.00	24.00	5.8250240 E
C29	12139.59	32.00	17.00	5.2912110 E	1419	1119.10	720.00	24.00	5.8250240 E
C30	16300.04	26.00	7.55	5.0912726 E	1420	1119.10	720.00	24.00	5.8250240 E
C31	22102.02	33.00	31.20	5.0611317 E	1421	1119.10	720.00	24.00	5.8250240 E
C32	21701.01	33.00	31.20	5.0611317 E	1422	1119.10	720.00	24.00	5.8250240 E
C33	22703.04	125.00	44.52	5.4408207 E	1400	1119.10	720.00	24.00	5.8250240 E
C34	6037.37	350.00	62.35	5.9645136 E	6237	1070.00	700.00	53.98	6.0000000 E
C35	3434.53	150.00	124.88	5.9645136 E	12439	1140.00	700.00	106.64	6.0000000 E
C36	15334.47	1050.00	250.00	5.7811797 E	24346	1140.00	700.00	106.64	6.0000000 E
C37	15334.47	1050.00	250.00	5.7811797 E	9123	1210.00	700.00	112.60	6.0000000 E
C38	12344.44	120.00	88.94	5.1120214 E	12860	1210.00	700.00	112.60	6.0000000 E
C39	4300.44	310.00	128.84	5.1120214 E	12861	1210.00	700.00	112.60	6.0000000 E
C40	4300.44	310.00	128.84	5.1120214 E	12862	1210.00	700.00	112.60	6.0000000 E
C41	4300.44	310.00	128.84	5.1120214 E	12863	1210.00	700.00	112.60	6.0000000 E
C42	4300.44	310.00	128.84	5.1120214 E	12864	1210.00	700.00	112.60	6.0000000 E
C43	4300.44	310.00	128.84	5.1120214 E	12865	1210.00	700.00	112.60	6.0000000 E
C44	4300.44	310.00	128.84	5.1120214 E	12866	1210.00	700.00	112.60	6.0000000 E
C45	4300.44	310.00	128.84	5.1120214 E	12867	1210.00	700.00	112.60	6.0000000 E
C46	4300.44	310.00	128.84	5.1120214 E	12868	1210.00	700.00	112.60	6.0000000 E
C47	4300.44	310.00	128.84	5.1120214 E	12869	1210.00	700.00	112.60	6.0000000 E
C48	4300.44	310.00	128.84	5.1120214 E	12870	1210.00	700.00	112.60	6.0000000 E
C49	4300.44	310.00	128.84	5.1120214 E	12871	1210.00	700.00	112.60	6.0000000 E
C50	4300.44	310.00	128.84	5.1120214 E	12872	1210.00	700.00	112.60	6.0000000 E
C51	4300.44	310.00	128.84	5.1120214 E	12873	1210.00	700.00	112.60	6.0000000 E
C52	4300.44	310.00	128.84	5.1120214 E	12874	1210.00	700.00	112.60	6.0000000 E
C53	4300.44	310.00	128.84	5.1120214 E	12875	1210.00	700.00	112.60	6.0000000 E
C54	4300.44	310.00	128.84	5.1120214 E	12876	1210.00	700.00	112.60	6.0000000 E
C55	4300.44	310.00	128.84	5.1120214 E	12877	1210.00	700.00	112.60	6.0000000 E
C56	4300.44	310.00	128.84	5.1120214 E	12878	1210.00	700.00	112.60	6.0000000 E
C57	4300.44	310.00	128.84	5.1120214 E	12879	1210.00	700.00	112.60	6.0000000 E
C58	4300.44	310.00	128.84	5.1120214 E	12880	1210.00	700.00	112.60	6.0000000 E
C59	4300.44	310.00	128.84	5.1120214 E	12881	1210.00	700.00	112.60	6.0000000 E
C60	4300.44	310.00	128.84	5.1120214 E	12882	1210.00	700.00	112.60	6.0000000 E
C61	4300.44	310.00	128.84	5.1120214 E	12883	1210.00	700.00	112.60	6.0000000 E
C62	4300.44	310.00	128.84	5.1120214 E	12884	1210.00	700.00	112.60	6.0000000 E
C63	4300.44	310.00	128.84	5.1120214 E	12885	1210.00	700.00	112.60	6.0000000 E
C64	4300.44	310.00	128.84	5.1120214 E	12886	1210.00	700.00	112.60	6.0000000 E
C65	4300.44	310.00	128.84	5.1120214 E	12887	1210.00	700.00	112.60	6.0000000 E
C66	4300.44	310.00	128.84	5.1120214 E	12888	1210.00	700.00	112.60	6.0000000 E
C67	4300.44	310.00	128.84	5.1120214 E	12889	1210.00	700.00	112.60	6.0000000 E
C68	4300.44	310.00	128.84	5.1120214 E	12890	1210.00	700.00	112.60	6.0000000 E
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C71	4300.44	310.00	128.84	5.1120214 E	12893	1210.00	700.00	112.60	6.0000000 E
C72	4300.44	310.00	128.84	5.1120214 E	12894	1210.00	700.00	112.60	6.0000000 E
C73	4300.44	310.00	128.84	5.1120214 E	12895	1210.00	700.00	112.60	6.0000000 E
C74	4300.44	310.00	128.84	5.1120214 E	12896	1210.00	700.00	112.60	6.0000000 E
C75	4300.44	310.00	128.84	5.1120214 E	12897	1210.00	700.00	112.60	6.0000000 E
C76	4300.44	310.00	128.84	5.1120214 E	12898	1210.00	700.00	112.60	6.0000000 E
C77	4300.44	310.00	128.84	5.1120214 E	12899	1210.00	700.00	112.60	6.0000000 E
C78	4300.44	310.00	128.84	5.1120214 E	12900	1210.00	700.00	112.60	6.0000000 E
C79	4300.44	310.00	128.84	5.1120214 E	12901	1210.00	700.00	112.60	6.0000000 E
C80	4300.44	310.00	128.84	5.1120214 E	12902	1210.00	700.00	112.60	6.0000000 E
C81	4300.44	310.00	128.84	5.1120214 E	12903	1210.00	700.00	112.60	6.0000000 E
C82	4300.44	310.00	128.84	5.1120214 E	12904	1210.00	700.00	112.60	6.0000000 E
C83	4300.44	310.00	128.84	5.1120214 E	12905	1210.00	700.00	112.60	6.0000000 E
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C86	4300.44	310.00	128.84	5.1120214 E	12908	1210.00	700.00	112.60	6.0000000 E
C87	4300.44	310.00	128.84	5.1120214 E	12909	1210.00	700.00	112.60	6.0000000 E
C88	4300.44	310.00	128.84	5.1120214 E	12910	1210.00	700.00	112.60	6.0000000 E
C89	4300.44	310.00	128.84	5.1120214 E	12911	1210.00	700.00	112.60	6.0000000 E
C90	4300.44	310.00	128.84	5.1120214 E	12912	1210.00	700.00	112.60	6.0000000 E
C91	4300.44	310.00	128.84	5.1120214 E	12913	1210.00	700.00	112.60	6.0000000 E
C92	4300.44	310.00	128.84	5.1120214 E	12914	1210.00	700.00	112.60	6.0000000 E
C93	4300.44	310.00	128.84	5.1120214 E	12915	1210.00	700.00	112.60	6.0000000 E
C94	4300.44	310.00	128.84	5.1120214 E	12916	1210.00	700.00	112.60	6.0000000 E
C95	4300.44	310.00	128.84	5.1120214 E	12917	1210.00	700.00	112.60	6.0000000 E
C96	4300.44	310.00	128.84	5.1120214 E	12918	1210.00	700.00	112.60	6.0000000 E
C97	4300.44	310.00	128.84	5.1120214 E	12919	1210.00	700.00	112.60	6.0000000 E
C98	4300.44	310.00	128.84	5.1120214 E	12920	1210.00	700.00	112.60	6.0000000 E
C99	4300.44	310.00	128.84	5.1120214 E	12921	1210.00	700.00	112.60	6.0000000 E
C100	4300.44	310.00	128.84	5.1120214 E	12922	1210.00	700.00	112.60	6.0000000 E
C101	4300.44	310.00	128.84	5.1120214 E	12923	1210.00	700.00	112.60	6.0000000 E
C102	4300.44	310.00	128.84	5.1120214 E	12924	1210.00	700.00	112.60	6.0000000 E
C103	4300.44	310.00	128.84	5.1120214 E	12925	1210.00	700.00	112.60	6.0000000 E
C104	4300.44	310.00	128.84	5.1120214 E	12926	1210.00	700.00	112.60	

NOTE "D" - AGRICULTURAL EASEMENTS In Ontario, Canada, buying the duly authorized representative of the developer, obtaining the property described in the subdivision plan, and then conveying the property to the holder of a farm unit, may be a prudent way to avoid the need to hold a farm unit from any agricultural occupation situated or located in the future against the property. The difference between what might be called a "farm unit" and a "farm unit" is that what is meant by the latter is a "farm unit" consisting of the property from which some grain or other crop is produced, and the agricultural use.

225-004459	0.579 Å
225-005136	0.464 Å
225-005183	0.703 Å
225-005182	1.56 Å
225-005188	1.462 Å
225-005184	0.597 Å
225-005185	0.529 Å
225-005186	0.606 Å
225-005187	0.518 Å
225-005188	0.538 Å

22.00752	0.32 At
22.00791	0.34 At
22.00784	0.33 At
22.00793	0.30 At
22.00756	0.42 At
22.00758	0.44 At
22.00758	0.34 At
22.00759	0.37 At
22.00720	0.34 At
22.00731	0.49 At
22.00712	0.40 At
22.00731	0.70 At
22.00731	0.68 At
22.00734	0.68 At
22.00716	0.65 At
22.00716	0.67 At
22.00717	0.67 At
22.00710	0.29 At
Weighted Root-mean	0.51 At

NOTE "C", RESERVE "P", "C", "H" AND "I" RESERVE "V", "W" and "X" as designated and delineated herein. All be titled by the City of New Albany as determined by an association comprised of the owners of the subject title to the Lots in The New Albany Country Club subdivision.

NOTE "H", RESERVE "J" AND "N", RESERVE "T" AND "U" as designated and delineated herein shall be owned and maintained by an association comprised of the owners of the subject title to the Lots in The New Albany Country Club subdivision.

NOTE - "F" - RELEASE OF CERTAIN EARNINGS
All rights and easements granted to the City of New Albany (New Albany) by the Indiana Public Service Commission (Public Service Commission) under the Indiana Public Service Commission Order No. 12,750, dated May 12, 1971, are hereby released.

NOTE: "L" - LANDSCAPE ELEMENT: When the owner designated "Landscapes/Escapes" services, an assessment will be required to create a consistent landscape planting scheme for the new yards of all lots backing up to the golf course. A planting within this area are the maintenance responsibility of each individual lot owner.



RESOLUTION R-30-2026

A RESOLUTION DECLARING INTENT TO APPROPRIATE REAL PROPERTY AND EASEMENTS FOR THE PUBLIC PURPOSE OF MAKING, REPAIRING, IMPROVING, OR CONSTRUCTING BEECH ROAD ROADWAY IMPROVEMENTS WHICH ARE AND SHALL BE OPEN TO THE PUBLIC WITHOUT CHARGE

WHEREAS, the City of New Albany has the authority and power under the constitution, statutes, and laws of the State of Ohio, and the additional authority of the City under its charter to construct and repair roads and make road and street improvements, acquire necessary real property and interests therein, including temporary and permanent right-of-way and appurtenances thereto, and enter into agreements with other political subdivisions for the exercise of any and all powers, performance of any function or rendering of any service necessary to improve, construct, repair, and maintain street and road improvements and their appurtenances; and

WHEREAS, the City has been improving and continues to improve roads in the northeast quadrant of the City for the existing development and the commercial development that is taking place in its General Employment (GE) and Technology Manufacturing Districts (TMD) zoning districts; and

WHEREAS, the city has determined that improving, making and repairing portions of Beech Road and its appurtenances, and certain intersections and its access points (the "Beech Road Project") is necessary and essential and will contribute to the promotion of the health, safety, public convenience and welfare of the people and City of New Albany and the traveling public; and

WHEREAS, Beech Road is now and with its construction, repairs, appurtenances and improvements shall remain a road that is open to the public without charge.

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

Section 1. Council considers it necessary and declares its intention to appropriate, for the public purpose of improving, making, and repairing roads, which shall be open to the public, without charge, the fee simple interest and temporary easement in and to the real property and interests therein identified and described in the attached Exhibit A for the construction, repair and improvement of Beech Road, its appurtenances, access points and intersections with adjoining roadways.

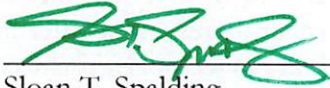
Section 2. The city manager is authorized and directed to cause written notice of the passage of this Resolutions to be given to the owner of, person(s) in possession of, or person having an interest of record in the property sought to be appropriated, or to the authorized agent of the owner or such other persons. The notice shall be served and returned according to law.

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

Section 4. Pursuant to Article VI, Section 6.07(A) of the charter of the City of New Albany, and Ohio Revised Code Section 719.05, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 01 day of Aug, 2026.

Attest:

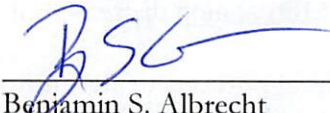


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/24/2026

Introduced: 08/04/2026

Revised:

Adopted: 08/04/2026

Effective: 08/04/2026

RESOLUTION R-30-2026

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owner, the owner's real property intended to be appropriated, the owner's interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Maple Manor Properties, LLC	7-S Permanent Easement for the establishment, construction, reconstruction and widening, repair and maintenance of a public road and appurtenances thereto including drainage and stormwater management 0.073 Acres	037-112242-00.000

EXHIBIT A

PARCEL 7-S

DRAINAGE EASEMENT

0.073 ACRE

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 34, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 6.267 acre tract conveyed to Maple Manor Properties LLC by deed of record in Instrument Number 201611290026242 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at a point in the centerline of Beech Road NW, being the common easterly corner of said 6.267 acre tract and that 3 acre tract conveyed to Erin L. Myers by deed of record in Instrument Number 201503020003793;

Thence North 86° 55' 52" West, with the line common to said 6.267 acre and 3 acre tracts, a distance of 30.00 feet to a point in the westerly right-of-way line of said Beech Road NW, the TRUE POINT OF BEGINNING;

Thence North 86° 55' 52" West, continuing with said common line, a distance of 20.00 feet to a point;

Thence across said 6.267 acre tract, the following courses and distances:

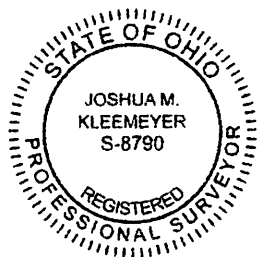
North 03° 25' 04" East, a distance of 40.00 feet to a point;

North 86° 34' 56" West, a distance of 20.00 feet to a point;

North 03° 25' 04" East, a distance of 60.00 feet to a point;

South 86° 34' 56" East, a distance of 40.00 feet to a point in the westerly right-of-way line of said Beech Road NW; and

South 03° 25' 04" West, with the westerly right-of-way line of said Beech Road NW, a distance of 99.88 feet to the TRUE POINT OF BEGINNING, containing 0.073 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer".

Joshua M. Kleemeyer
Professional Surveyor No. 8790

2/2/26

Date

EXHIBIT A

PARCEL 7-S



Evans, Meacham, Hamilton & Tison, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614-775-4500 Fax: 614-775-3449
emht.com

DRAINAGE EASEMENT

LOT 34, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

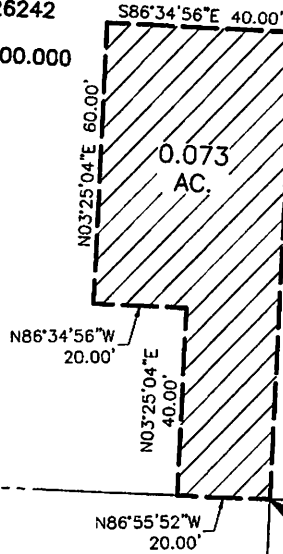
Date: February 2, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1

MAPLE MANOR PROPERTIES, LLC

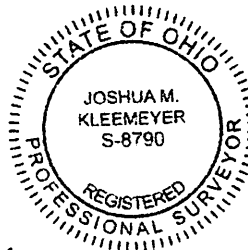
6.267 AC. (DEED)

I.N. 201611290026242

P.N. 037-112242-00.000



ERIN L. MYERS
3 AC. (DEED)
I.N. 201503020003793



By *Joshua M. Kleemeyer*
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com

2/2/26
Date

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RESOLUTION R-30-2026

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owner, the owner's real property intended to be appropriated, the owner's interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Carol J. Stevens, Sole Trustee of the Daniel J. Stevens and Carol J. Stevens Trust Agreement dated April 28, 2007	8-T Temporary Easement for establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances without limitation of access thereto, including the grading of Grantor's driveway access 0.028 Acres	037-112014-00.000
	9-T Temporary Easement for establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances without limitation of access thereto, including the grading of Grantor's driveway access 0.024 Acres	037-112518-00.00

EXHIBIT A

PARCEL 8-T

**TEMPORARY EASEMENT
0.028 ACRE**

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 34, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 1.991 acre tract conveyed to Carol J. Stevens, Sole Trustee of the Daniel J. Stevens and Carol J. Stevens Trust Agreement dated April 28, 2007 by deed of record in Instrument Number 201301030000293 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at a point in the centerline of Beech Road NW, being the common easterly corner of said 1.991 acre tract and that 1.126 acre tract conveyed to Daniel J. Stevens and Carol J. Stevens, Co-Trustees by deed of record in Instrument Number 200705230013082;

Thence North 86° 31' 21" West, across said Beech Road NW, with the line common to said 1.991 acre and said 1.126 acre tracts, a distance of 30.01 feet to a point in the westerly right-of-way line of said Beech Road NW, the TRUE POINT OF BEGINNING:

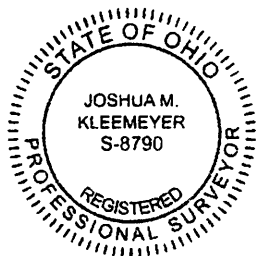
Thence across said 1.991 acre tract, the following courses and distances:

South 03° 25' 04" West, with said westerly right-of-way line, a distance of 39.97 feet to a point;

North 86° 34' 56" West, a distance of 30.00 feet to a point; and

North 03° 25' 04" East, a distance of 40.00 feet to a point in the line common to said 1.991 and 1.126 acre tracts;

Thence South 86° 31' 21" East, with said common line, a distance of 30.00 feet to the TRUE POINT OF BEGINNING, containing 0.028 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer".

Joshua M. Kleemeyer
Professional Surveyor No. 8790

4/30/26

Date

EXHIBIT A

PARCEL 8-T



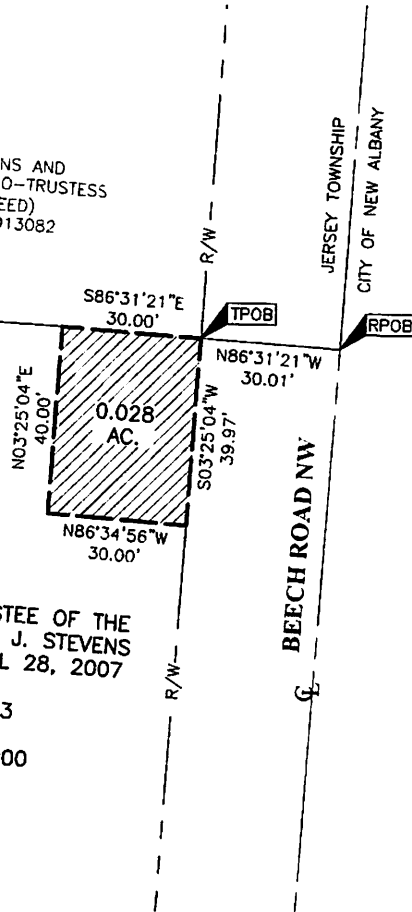
TEMPORARY EASEMENT
LOT 34, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: April 30, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1

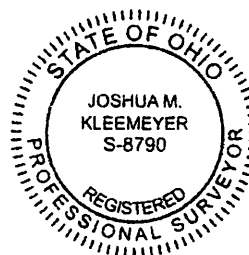
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last saved by jkleemeyer on 5/5/2026 12:49:57 PM

DANIEL J. STEVENS AND
CAROL J. STEVENS, CO-TRUSTEES
1.126 AC. (DEED)
I.N. 200705230013082

CAROL J. STEVENS, SOLE TRUSTEE OF THE
DANIEL J. STEVENS AND CAROL J. STEVENS
TRUST AGREEMENT DATED APRIL 28, 2007
1.991 AC. (DEED)
I.N. 201301030000293
P.N. 037-112014-00.000



0 30
SCALE (in feet)



By Joshua M. Kleemeyer
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com

4/30/26
Date

EXHIBIT A

PARCEL 9-T

**TEMPORARY EASEMENT
0.024 ACRE**

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 34, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 1.126 acre tract conveyed to Daniel J. Stevens and Carol J. Stevens, Co-Trustees by deed of record in Instrument Number 200705230013082 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at a point in the centerline of Beech Road NW, being the common easterly corner of said 1.126 acre tract and that 1.991 acre tract conveyed to Carol J. Stevens, Sole Trustee of the Daniel J. Stevens and Carol J. Stevens Trust Agreement dated April 28, 2007 by deed of record in Instrument Number 201301030000293;

Thence North 86° 31' 21" West, across said Beech Road NW, with said common line, a distance of 30.01 feet to a point in the westerly right-of-way line of said Beech Road NW, the TRUE POINT OF BEGINNING;

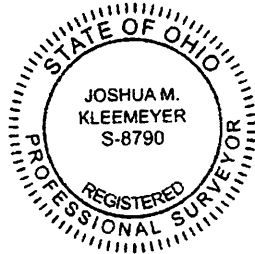
Thence North 86° 31' 21" West, continuing with said common line, a distance of 30.00 feet to a point;

Thence across said 1.126 acre tract, the following courses and distances:

North 03° 25' 04" East, a distance of 35.00 feet to a point;

South 86° 34' 56" East, a distance of 30.00 feet to a point in the westerly right-of-way line of said Beech Road NW; and

South 03° 25' 04" West, with said westerly right-of-way line, a distance of 35.03 feet to the TRUE POINT OF BEGINNING, containing 0.024 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer".

Joshua M. Kleemeyer
Professional Surveyor No. 8790

4/30/26

Date

EXHIBIT A

PARCEL 9-T



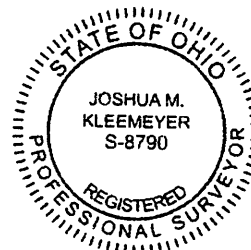
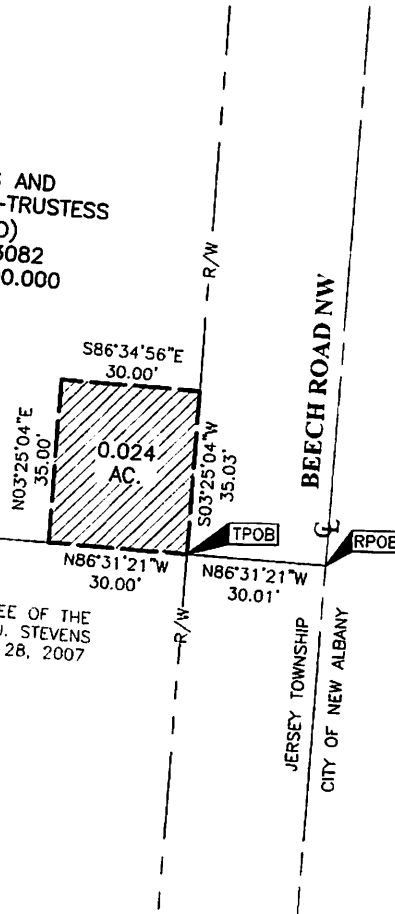
TEMPORARY EASEMENT
LOT 34, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: April 30, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1

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DANIEL J. STEVENS AND
CAROL J. STEVENS, CO-TRUSTEES
1.126 AC. (DEED)
I.N. 200705230013082
P.N. 037-112518-00.000

CAROL J. STEVENS, SOLE TRUSTEE OF THE
DANIEL J. STEVENS AND CAROL J. STEVENS
TRUST AGREEMENT DATED APRIL 28, 2007
1.991 AC. (DEED)
I.N. 201301030000293



By Joshua M. Kleemeyer Date 4/30/26
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com

RESOLUTION R-30-2026

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Gary L. Franks, Trustee Sharon E. Franks, Trustee, Trustees under the Franks Family Trust Agreement dated the 4 th day of November, 2004	11-T Temporary Easement for establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances without limitation of access thereto, including the grading of Grantor's driveway access 0.010 Acres	037-112386-00.000
	12-WD Fee simple right of way for the establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances 0.476 gross Acres	037-111888-00.000
	12-T Temporary Easement for establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances without limitation of access thereto, including the grading of Grantor's driveway access 0.011 Acres	037-111888-00.000

EXHIBIT A

PARCEL 11-T

**TEMPORARY EASEMENT
0.010 ACRE**

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 34, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 0.43 acre tract conveyed to Gary L. Franks and Sharon E. Franks, Trustees by deed of record in Instrument Number 200411190041386 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at a point in the centerline of Beech Road NW, being the common easterly corner of said 0.43 acre tract and that 1.126 acre tract conveyed to Daniel J. Stevens and Carol J. Stevens, Co-Trustees by deed of record in Instrument Number 200705230013082;

Thence North $86^{\circ} 31' 21''$ West, across said Beech Road NW, with the line common to said 0.43 acre and said 1.126 acre tracts, a distance of 30.00 feet to a point in the westerly right-of-way line of said Beech Road NW;

Thence North $03^{\circ} 25' 04''$ East, with said westerly right-of-way line, across said 0.43 acre tract, a distance of 43.76 feet to the TRUE POINT OF BEGINNING;

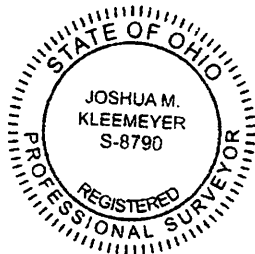
Thence continuing across said 0.43 acre tract, the following courses and distances:

North $86^{\circ} 34' 56''$ West, a distance of 15.00 feet to a point;

North $03^{\circ} 25' 04''$ East, a distance of 30.00 feet to a point;

South $86^{\circ} 34' 56''$ East, a distance of 15.00 feet to a point in said westerly right-of-way line; and

South $03^{\circ} 25' 04''$ West, with said westerly right-of-way line, a distance of 30.00 feet to the TRUE POINT OF BEGINNING, containing 0.010 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink that reads "Joshua M. Kleemeyer".

Joshua M. Kleemeyer
Professional Surveyor No. 8790

4/30/20

Date

EXHIBIT A

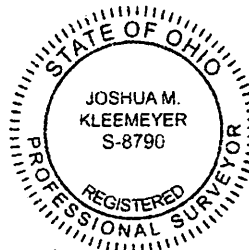
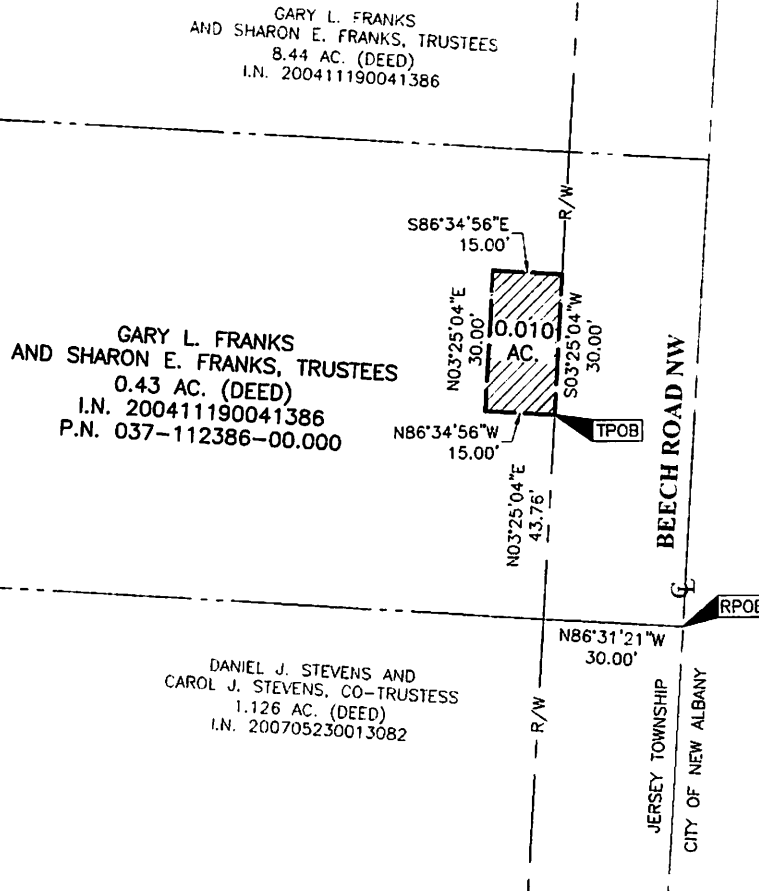
PARCEL 11-T



TEMPORARY EASEMENT
LOT 34, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

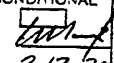
Date: April 30, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1

J:\20240748\Drawings\Drawings\20240748-VS-ESMT-TEMP-07.dwg plotted by KleeMeyer, Joshua on 5/5/2026 2:31:43 PM last saved by KleeMeyer on 5/5/2026 2:31:02 PM



By Joshua M. KleeMeyer Date 4/30/26
Joshua M. KleeMeyer
Professional Surveyor No. 8790
jkleeMeyer@emht.com

EXHIBIT A
PARCEL 12-WD
0.476 ACRE

PRE-APPROVAL	
LICKING COUNTY ENGINEER	
APPROVED	CONDITIONAL
APPROVED BY: 	
DATE:	2-17-26

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 34, Quarter Section 2, Township 2, Range 15, United States Military District, being part of that 8.44 acre tract conveyed to Gary L. Franks and Sharon E. Franks, Trustees under the Franks Family Trust Agreement by deed of record in Instrument Number 200411190041386 and part of that 0.43 acre tract conveyed to Gary L. Franks and Sharon E. Franks, Trustees by deed of record in Instrument Number 200411190041386 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING at a magnetic nail set at the common easterly corner of said Lot 34 and Lot 35, being in the westerly line of Lot 30 and being the northerly intersection of the centerline of Beech Road NW (width varies) with the centerline of Jug Street Road NW (60 feet wide), the northeasterly corner of said 8.44 acre tract;

Thence South 02° 57' 02" West, with the centerline of said Beech Road NW, the line common to said Lots 30 and 35, a distance of 2.82 feet to a magnetic nail set at the common westerly corner of said Lot 30 and Lot 31, the northwesterly corner of that 0.646 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 201505070008711;

Thence South 03° 25' 04" West, continuing with the centerline of said Beech Road NW, the line common to said Lots 34 and 31, the westerly line of said 0.646 acre tract, the easterly line of said 8.44 acre tract, the easterly line of said 0.43 acre tract, a distance of 517.98 feet to a magnetic nail set at the common easterly corner of said 0.43 acre tract and that 1.126 acre tract conveyed to Daniel J. Stevens and Carol J. Stevens, Co-Trustees of the Daniel J. Stevens and Carol J. Stevens Trust Agreement by deed of record in Instrument Number 200705230013082

Thence North 86° 31' 21" West, across said Beech Road NW, with the line common to said 0.43 and 1.126 acre tracts, a distance of 30.00 feet to an iron pin set in the westerly right-of-way line of said Beech Road NW;

Thence North 03° 25' 04" East, with the westerly right-of-way line of said Beech Road NW, across said 0.43 and 8.44 acre tracts, a distance of 400.62 feet to an iron pin set;

Thence North 25° 41' 55" West, continuing across said 8.44 acre tract, a distance of 102.76 feet to an iron pin set in the southerly right-of-way line of said Jug Street Road NW;

Thence North 86° 50' 43" West, with the southerly right-of-way line of said Jug Street Road NW, continuing across said 8.44 acre tract, a distance of 44.96 feet to an iron pin set in the easterly line of that 1.010 acre tract conveyed to Richard E. Needles and Jeri E. Needles by deed of record in Official Record 625, Page 669;

Thence North 03° 20' 20" East, across said Jug Street Road NW, with the line common to said 8.44 and 1.010 acre tracts, a distance of 30.00 feet to a magnetic nail set in the centerline of said Jug Street Road NW, the line common to said Lots 34 and 35, a common northerly corner of said 8.44 and 1.010 acre tracts;

Thence South 86° 50' 43" East, with the centerline of said Jug Street Road NW, the line common to said Lots 34 and 35, a distance of 124.98 feet to the POINT OF BEGINNING, containing 0.476 acre, more or less, of which 0.069 acre lies within Auditor's Parcel Number 037-112386-00.000 (all of which lies within the present right-of-way occupied of Beech Road NW), 0.407 acre lies within Auditor's Parcel Number 037-111888-00.000 (0.065 acre of which lies within the present right-of-way occupied of Jug Street Road NW and 0.290 acre of which lies within the present right-of-way occupied of Beech Road NW).

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

0.476 ACRE

- 2 -

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road, having a bearing of North 03° 25' 04" East and monumented as such, is held as the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Kleemeyer, Professional Surveyor Number 8790.



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0_476 ac 20240748 N 1/16/25 101.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Kleemeyer 2/17/25

Joshua M. Kleemeyer
Professional Surveyor Number 8790

Date

EXHIBIT A
PARCEL 12-WD



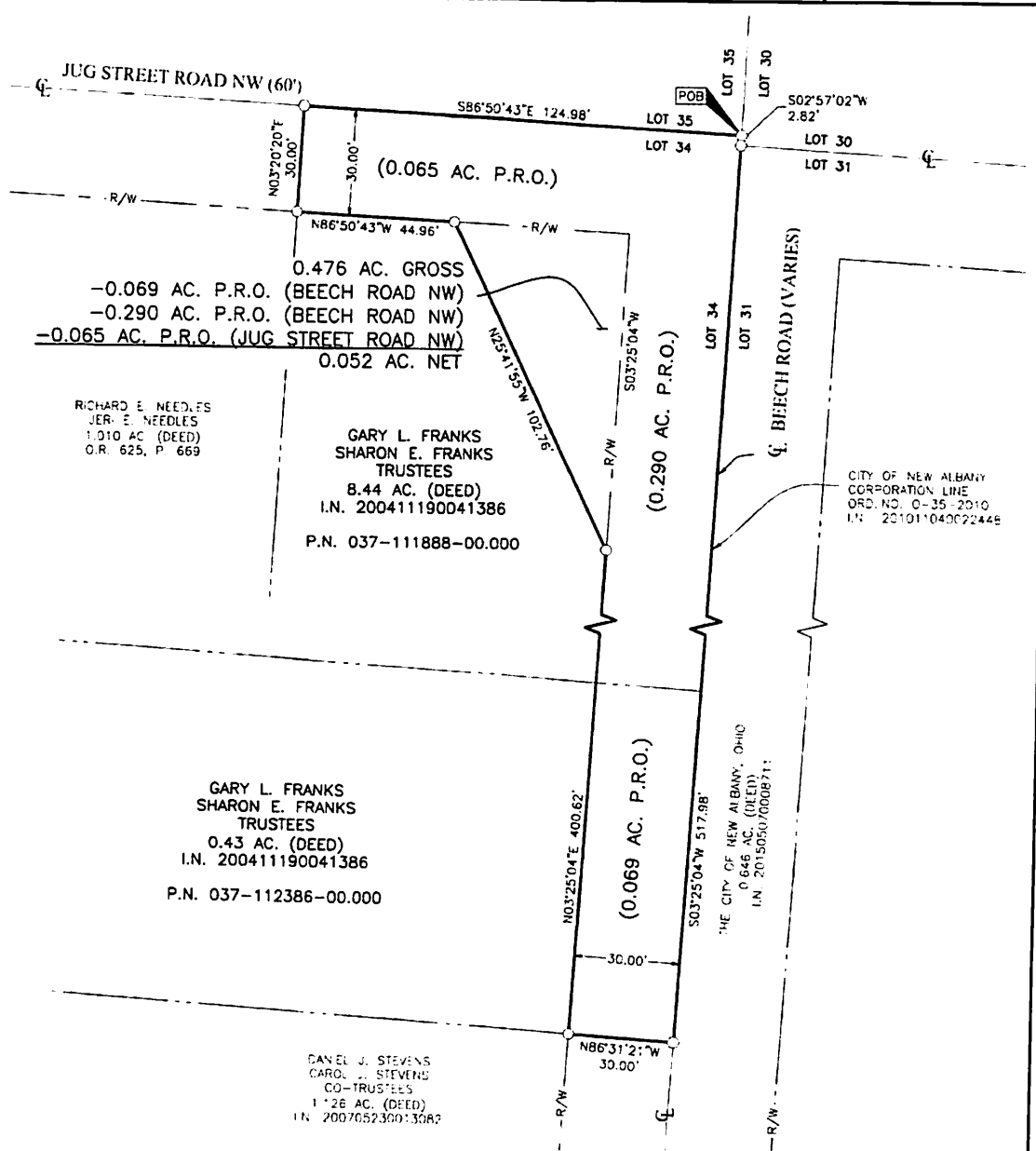
SURVEY OF ACREAGE PARCEL

LOT 34, QUARTER SECTION 2, TOWNSHIP 2, RANGE 15

UNITED STATES MILITARY DISTRICT

TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: February 17, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1



- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Monument Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

Iron Pins Set are 13.16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



BASIS OF BEARINGS:
The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road, having a bearing of South 03° 25' 04" West and monumented as such, is held as the "basis of bearings" for this survey.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

By Joshua M. Kleemeyer 2/17/26
Joshua M. Kleemeyer Date
Professional Surveyor No. 8790
jkleemeyer@emht.com

EXHIBIT A

PARCEL 12-T

**TEMPORARY EASEMENT
0.011 ACRE**

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 34, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 8.44 acre tract conveyed to Gary L. Franks and Sharon E. Franks, Trustees by deed of record in Instrument Number 200411190041386 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at a point in the centerline of Jug Street Road NW, being a northerly corner of said 8.44 acre tract, the northeasterly corner of that 1.010 acre tract conveyed to Richard E. Needles and Jeri E. Needles by deed of record in Official Record 625, Page 669;

Thence South 03° 20' 20" West, with the line common to said 8.44 acre and 1.010 acre tracts, a distance of 30.00 feet to a point in the southerly right-of-way line of said Jug Street Road NW, being the TRUE POINT OF BEGINNING;

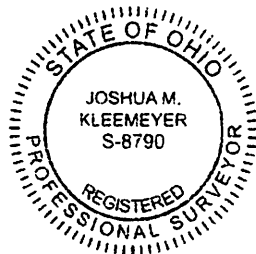
Thence across said 8.44 acre tract, the following courses and distances:

South 86° 50' 43" East, with said southerly right-of-way line, a distance of 44.96 feet to a point;

South 25° 41' 55" East, a distance of 11.42 feet to a point; and

North 86° 50' 43" West, a distance of 50.50 feet to a point in the line common to said 8.44 acre and 1.010 acre tracts;

Thence North 03° 20' 20" East, with said common line, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.011 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer".

Joshua M. Kleemeyer
Professional Surveyor No. 8790

2/2/26

Date

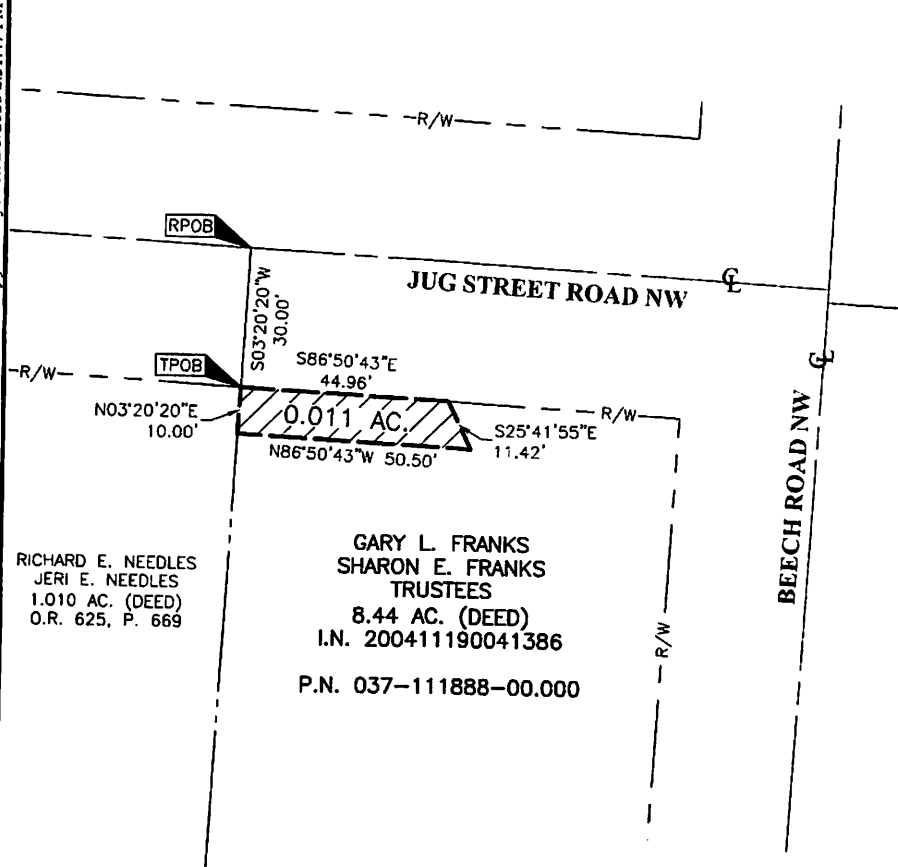
EXHIBIT A

PARCEL 12-T



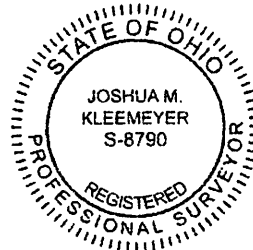
TEMPORARY EASEMENT
LOT 34, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: February 2, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1



RICHARD E. NEEDLES
JERI E. NEEDLES
1.010 AC. (DEED)
O.R. 625, P. 669

GARY L. FRANKS
SHARON E. FRANKS
TRUSTEES
8.44 AC. (DEED)
I.N. 200411190041386
P.N. 037-111888-00.000



0 30
SCALE (in feet)

By Joshua M. Kleemeyer Date 2/2/26
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com

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RESOLUTION R-30-2026

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Richard E. Needles Jeri E. Needles	13-T Temporary Easement for establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances without limitation of access thereto, including the grading of Grantor's driveway access 0.022 Acres	037-111888-01.000

EXHIBIT A

PARCEL 13-T

**TEMPORARY EASEMENT
0.022 ACRE**

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 34, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 1.010 acre tract conveyed to Richard E. Needles and Jeri E. Needles by deed of record in Official Record 625, Page 669 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at a point in the centerline of Jug Street Road NW, being the northeasterly corner of said 1.010 acre tract, a northerly corner of that 8.44 acre tract conveyed to Gary L. Franks and Sharon E. Franks, Trustees by deed of record in Instrument Number 200411190041386;

Thence South 03° 20' 20" West, with the line common to said 1.010 acre and said 8.44 acre tracts, a distance of 30.00 feet to a point in the southerly right-of-way line of said Jug Street Road NW, the TRUE POINT OF BEGINNING;

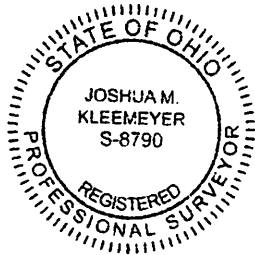
Thence South 03° 20' 20" West, continuing with said common line, a distance of 10.00 feet to a point;

Thence across said 1.010 acre tract, the following courses and distances:

North 86° 50' 43" West, a distance of 95.00 feet to a point;

North 03° 20' 20" East, a distance of 10.00 feet to a point in the southerly right-of-way line of said Jug Street Road NW; and

South 86° 50' 43" East, with the southerly right-of-way line of said Jug Street Road NW, a distance of 95.00 feet to the TRUE POINT OF BEGINNING, containing 0.022 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer".

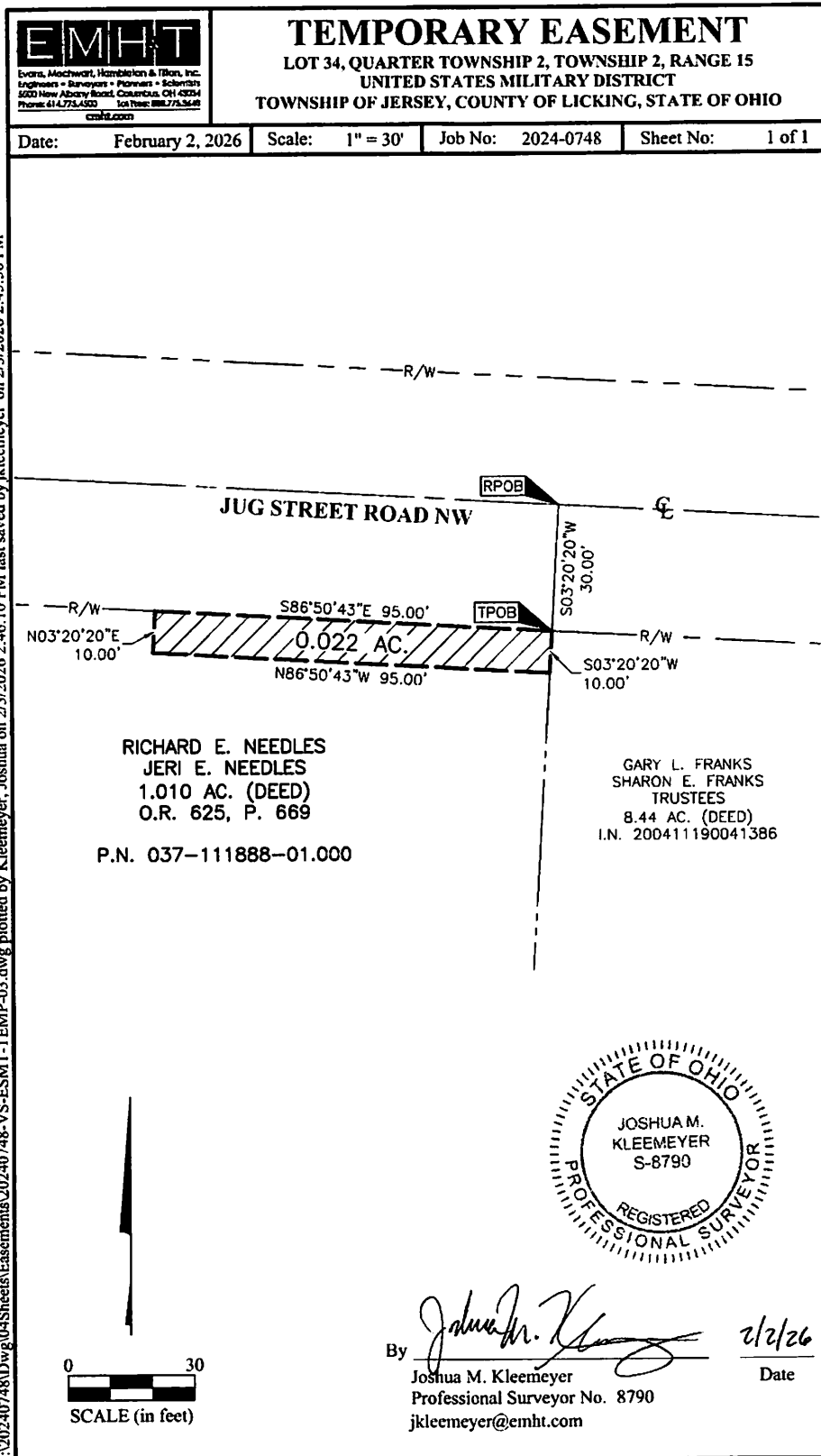
Joshua M. Kleemeyer
Professional Surveyor No. 8790

2/2/26

Date

EXHIBIT A

PARCEL 13-T



RESOLUTION R-30-2026

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Angelo J. D'Andrea Patricia D. D'Andrea	14-WD Fee simple right of way for the establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances 0.014 gross Acres 14-T Temporary Easement for establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances without limitation of access thereto, including the grading of Grantor's driveway access 0.022 Acres	037-112278-00.000

EXHIBIT A

PARCEL 14-WD

0.014 ACRE

Situated in the State of Ohio, County of Licking, Township of Jersey, lying in Lot 35, Quarter Township 2, Township 2, Range 15, United States Military District, being part of that 1.028 acre tract conveyed to Angelo J. D'Andrea and Patricia D. D'Andrea by deed of record in Official Record 544, Page 69 (all references are to the records of the Recorder's Office, Licking County, Ohio) and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the northerly right-of-way line of Jug Street Road (width varies) with the westerly right-of-way line of Beech Road (width varies), the southeasterly corner of said 1.028 acre tract;

Thence North 86° 50' 43" West, with the northerly right-of-way line of said Jug Street Road NW, a distance of 25.00 feet to an iron pin set;

Thence across said 1.028 acre tract the following courses and distances:

North 02° 57' 02" East, a distance of 25.00 feet to an iron pin set; and

South 86° 50' 43" East, a distance of 25.00 feet to an iron pin set in the westerly right-of-way line of said Beech Road NW, the easterly line of said 1.028 acre tract;

Thence South 02° 57' 02" West, with the westerly right-of-way line of said Beech Road NW, a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.014 acre, more or less, all of which is within Auditor's Parcel Number 037-112278-00.000.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road NW, having a bearing of South 02° 57' 02" West and monumented as such, is held as the "basis of bearings" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Kleemeyer, Professional Surveyor Number 8790.



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0_014 ac 20240748-VS-BNDY-03.docx

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Kleemeyer 2/11/26
Joshua M. Kleemeyer Date
Professional Surveyor No. 8790

APPROVED		CONDITIONAL	
☒	☐	☐	☒
DATE: 02/12/2026			

EXHIBIT A
PARCEL 14-WD



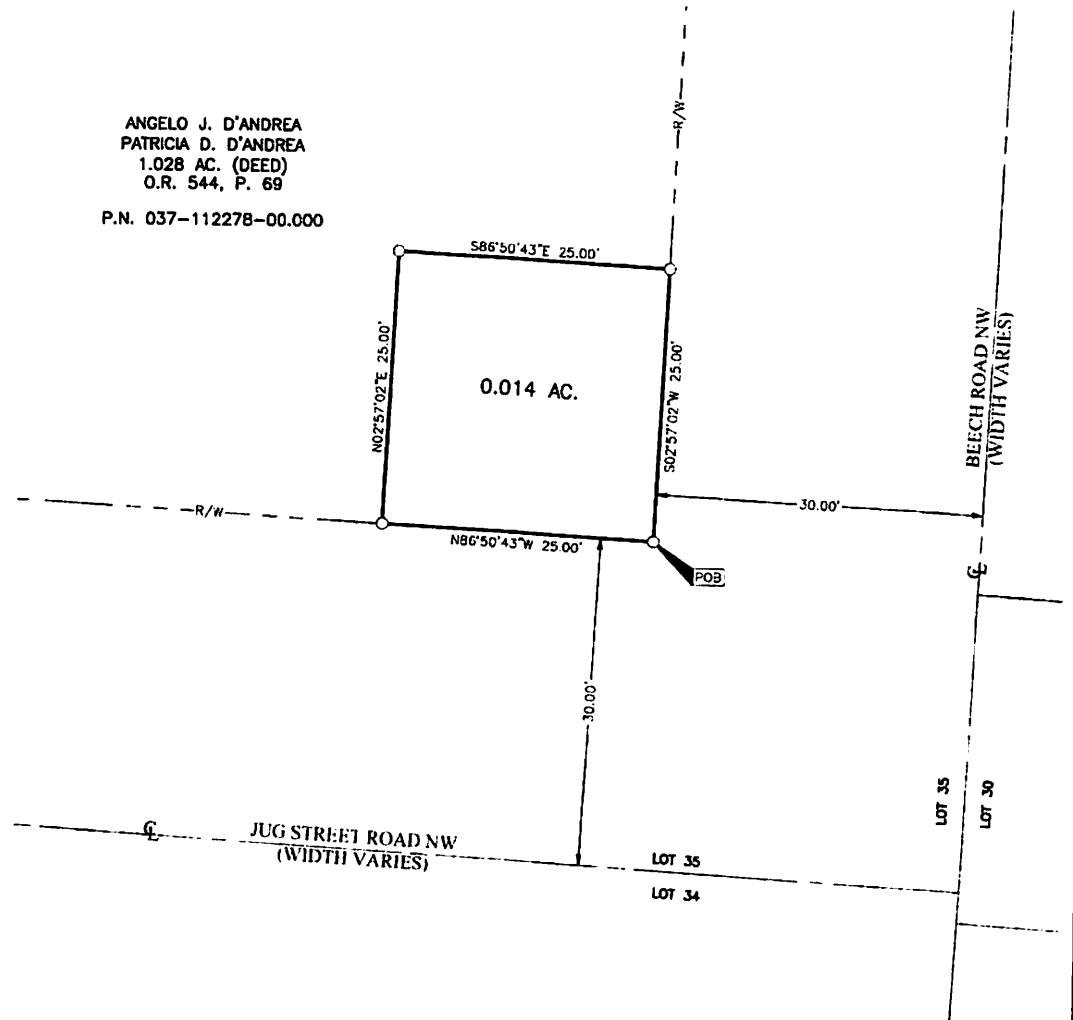
Evans, Mechwart, Hamilton & Thon, Inc.
Engineers • Surveyors • Planners • Scientists
5300 New Albany Road, Columbus, OH 43244
Phone: 614.775.4500 Fax: 614.775.3448
emht.com

SURVEY OF ACREAGE PARCEL

LOT 35, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: February 11, 2026 Scale: 1" = 10' Job No: 2024-0748 Sheet No: 1 of 1

ANGELO J. D'ANDREA
PATRICIA D. D'ANDREA
1.028 AC. (DEED)
O.R. 544, P. 69
P.N. 037-112278-00.000

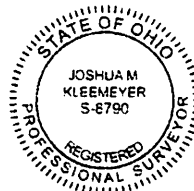


- Iron Pin Set
- Iron Pin Found
- Stone Found
- P.K. Nail Found
- Monument Found
- Magnetic Nail Set
- Magnetic Nail Found
- ▲ Railroad Spike Found

Iron Pins Set are 13/16" I.D. iron pipes
30" long with cap inscribed EMHT INC.



SCALE (in feet)

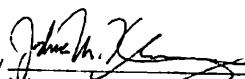


BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Beech Road NW, having a bearing of South 02° 57' 02" West and monumented as such, is held as the "basis of bearings" for this survey.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

By  2/11/26
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com
Date

Beech Rd Imp-Smiths Mill to Jug Street / 20240748-VS-BNDY-03

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EXHIBIT A

PARCEL 14-T

**TEMPORARY EASEMENT
0.022 ACRE**

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 35, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 1.028 acre tract conveyed to Angelo J. D'Andrea and Patricia D. D'Andrea by deed of record in Official Record 544, Page 69 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at the intersection of the northerly right-of-way line of Jug Street Road NW with the westerly right-of-way line of Beech Road NW, being the southeasterly corner of said 1.028 acre tract;

Thence North 86° 50' 43" West, with the northerly right-of-way line of said Jug Street Road NW, the southerly line of said 1.028 acre tract, a distance of 25.00 feet to a point, the TRUE POINT OF BEGINNING;

Thence North 86° 50' 43" West, continuing with the northerly right-of-way line of said Jug Street Road NW, a distance of 65.00 feet to a point;

Thence across said 1.028 acre tract, the following courses and distances:

North 03° 09' 17" East, a distance of 15.00 feet to a point;

South 86° 50' 43" East, a distance of 64.95 feet to a point; and

South 02° 57' 02" West, a distance of 15.00 feet to the TRUE POINT OF BEGINNING, containing 0.022 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer", written over a horizontal line.

Joshua M. Kleemeyer
Professional Surveyor No. 8790

2/2/26

Date

EXHIBIT A

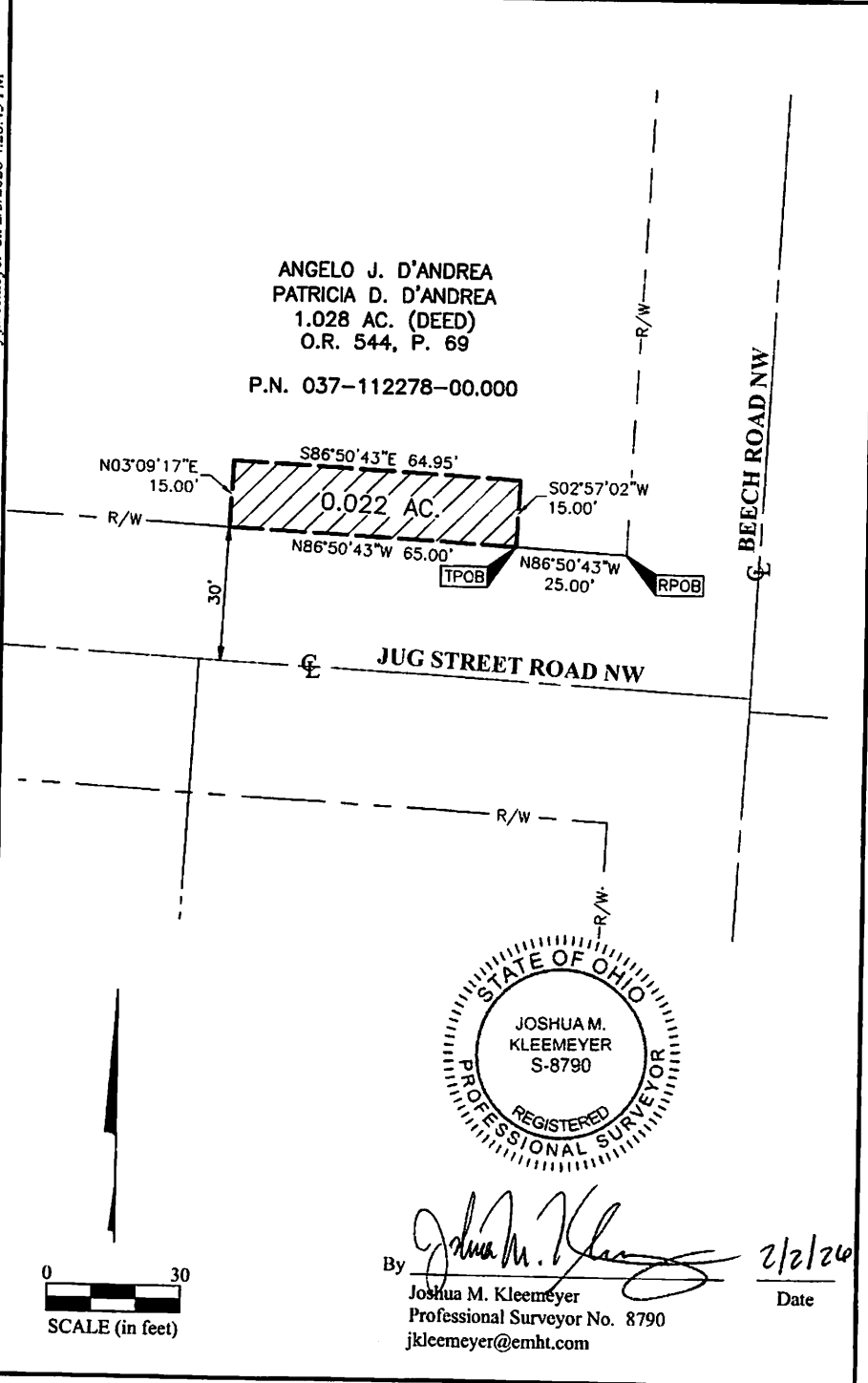
PARCEL 14-T



TEMPORARY EASEMENT
LOT 35, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: February 2, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1

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RESOLUTION R-30-2026

EXHIBIT A

This resolution of intent to appropriate includes the acquisition of real property and property interests from the following property owners, the owners' real property intended to be appropriated, the owners' interest therein intended to be appropriated and a legal description and depiction of that real property.

Property Owners	Property Interests and Reference to Descriptions	Licking County Auditor Parcel ID Number
Erika Dietzel, Trustee of the Erika Dietzel Revocable Trust, dated June 20, 2000	15-T Temporary Easement for establishment, construction, reconstruction and widening, repair or maintenance of a public road and its appurtenances without limitation of access thereto, including the grading of Grantor's driveway access 0.023 Acres	037-111654-00.017

EXHIBIT A

PARCEL 15-T

**TEMPORARY EASEMENT
0.023 ACRE**

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lot 35, Quarter Township 2, Township 2, Range 15, United States Military District, being on, over and across that 3.000 acre tract conveyed to Erika Dietzel, Trustee by deed of record in Instrument Number 201605200010107 (all references refer to the records of the Recorder's Office, Licking County, Ohio) and being described as follows:

Beginning, for reference, at a point in the centerline of Beech Road NW, being the common easterly corner of said 3.000 acre tract and that 8.9835 acre tract conveyed to Kenneth E. Erickson and Kimberly A. Erickson by deed of record in Instrument Number 202510240020541;

Thence South 87° 45' 16" West, across said Beech Road NW, with the line common to said 3.000 acre and 8.9835 acre tracts, a distance of 30.12 feet to a point in the westerly right-of-way line of said Beech Road NW, the TRUE POINT OF BEGINNING;

Thence South 87° 45' 16" West, continuing with said common line, a distance of 30.12 feet to a point;

Thence across said 3.000 acre tract, the following courses and distances:

North 02° 57' 02" East, a distance of 35.00 feet to a point;

South 87° 02' 58" East, a distance of 30.00 feet to a point in said westerly right-of-way line; and

South 02° 57' 02" West, with said westerly right-of-way line, a distance of 32.27 feet to the TRUE POINT OF BEGINNING, containing 0.023 acre, more or less.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Kleemeyer".

Joshua M. Kleemeyer
Professional Surveyor No. 8790

4/30/26

Date

EXHIBIT A

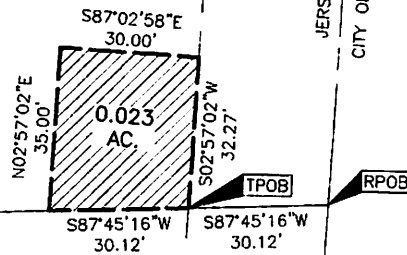
PARCEL 15-T



TEMPORARY EASEMENT
LOT 35, QUARTER TOWNSHIP 2, TOWNSHIP 2, RANGE 15
UNITED STATES MILITARY DISTRICT
TOWNSHIP OF JERSEY, COUNTY OF LICKING, STATE OF OHIO

Date: April 30, 2026 Scale: 1" = 30' Job No: 2024-0748 Sheet No: 1 of 1

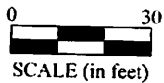
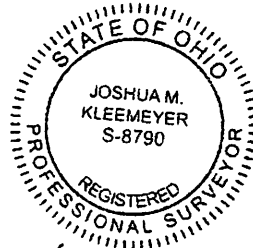
ERIKA DIETZEL, TRUSTEE
3.000 AC. (DEED)
I.N. 201605200010107
P.N. 037-111654-00.017



KENNETH E. ERICKSON
KIMBERLY A. ERICKSON
8.9835 AC. (DEED)
I.N. 202510240020541

BEECH ROAD NW

JERSEY TOWNSHIP
CITY OF NEW ALBANY



By *Joshua M. Kleemeyer* 4/30/26
Joshua M. Kleemeyer
Professional Surveyor No. 8790
jkleemeyer@emht.com
Date

J:\20240748\Drawings\04Sheets\Easements\20240748-VS-ESMT-TEMP-09.dwg plotted by Kleeemeyer, Joshua on 5/5/2026 4:27:18 PM last saved by Kleeemeyer on 5/5/2026 4:26:49 PM



RESOLUTION R-31-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, city council desires to make infrastructure improvements that enhance both the movement of traffic and pedestrian safety throughout the city; and

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of New Albany is planning to make capital improvements to the intersection of Beech Road and Morse Road; and

WHEREAS, the infrastructure improvement described above is considered a community priority and is a qualified project under the OPWC programs.

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

Section 1. The city manager is hereby authorized and directed to apply to the OPWC for funds as described above.

Section 2. The city manager is authorized to enter into any agreements as necessary and appropriate to obtain this financial assistance.

Section 3. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this legislation were adopted in an open meeting of 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 4. Pursuant to Article 6.07(A) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this 04 day of Aug, 2026.

Attest:

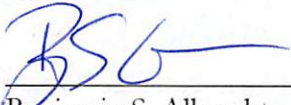


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/24/2026

Introduced: 08/04/2026

Revised:

Adopted: 08/04/2026

Effective: 08/04/2026



RESOLUTION R-32-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PATASKALA RELATED TO THE MORSE ROAD, CLARK STATE ROAD, AND BEECH ROAD ROUNDABOUT PROJECT

WHEREAS, the City of New Albany and the city of Pataskala desire to improve the safety and operation of the intersection of Morse Road, Clark State Road, and Beech Road through the construction of a roundabout; and

WHEREAS, the City of New Albany and the City of Pataskala have determined that a cooperative approach to the design, permitting, right-of-way acquisition, funding, and construction of the roundabout is in the best interest of both communities; and

WHEREAS, pursuant to the proposed Memorandum of Understanding, the city of New Albany will serve as the lead agency for design, right-of-way acquisition, funding administration, and construction of the project, and will assume long-term maintenance responsibilities upon completion; and

WHEREAS, pursuant to the proposed Memorandum of Understanding, the city of Pataskala will contribute up to Two Million Dollars (\$2,000,000.00) toward the design and construction of the project, subject to the terms and conditions of the agreement; and

WHEREAS, the City of New Albany and the City of Pataskala desire to memorialize their respective commitments and responsibilities through a Memorandum of Understanding.

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, the same or substantially similar to Exhibit A with the city of Pataskala.

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 04 day of Aug, 2026.

Attest:

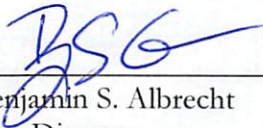


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/23/2026

Introduced: 08/04/2026

Revised:

Adopted: 08/04/2026

Effective: 08/04/2026

Exhibit A - R-32-2026

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into on the date last executed below (the "Effective Date") by and between the **City of New Albany, Ohio** ("New Albany"), an Ohio Charter municipal corporation, having its primary address at 99 W. Main Street, New Albany, Ohio 43054, and the **City of Pataskala, Ohio** ("Pataskala"), an Ohio Charter municipal corporation, having its primary address at 621 W. Broad Street, Pataskala, Ohio 43062. Each political subdivision may be referred to as a "Party" in this MOU, and collectively all political subdivisions shall be referred to as the "Parties." All Parties are political subdivisions and validly exist under the laws of the State of Ohio.

WITNESSETH:

A. This MOU relates to the construction of a roundabout at the intersection of Morse Road, Clark State Road, and Beech Road ("Roundabout") for the purpose of improving the safety and operations of the intersection to better serve the community.

B. This MOU memorializes the commitments of New Albany and Pataskala to expeditiously advance the final design, permitting, and construction of the Roundabout, specifically the design, construction, and acquisition of right-of-way.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree to the MOU as follows:

SECTION 1: AUTHORITY

- 1.1 New Albany and Pataskala each have the authority and power under the Constitution, statutes, laws of the State of Ohio and their Charters, to enter into agreements with other governmental entities and political subdivisions for the exercise of any and all powers, performance of any function or rendering of any service determined to be mutually beneficial to the Parties, including but not limited to making road and street improvements and appurtenances thereto, acquiring necessary real property and interests therein including temporary and permanent right-of-way.

SECTION 2: PURPOSE

- 2.1 New Albany and Pataskala want to enter into this MOU because the community will benefit by this cooperative effort to more expeditiously and better facilitate the design, permitting, development, construction, and operation of the Roundabout which is complimentary to the collective priorities of the Parties to improve safety and functionality.

SECTION 3: AGREEMENT DESCRIPTION

- 3.1 New Albany commits to be lead agency for coordinating right-of-way, designing, and constructing the Roundabout. New Albany further commits to pursuing and administering

Ohio Public Works Commission funding. Upon completion of the Roundabout, New Albany commits to assume long-term maintenance responsibilities of the Roundabout.

- 3.2 Subject to the financial contributions as outlined in Section 3.3, New Albany shall pay all project costs and expenses that overrun the two million dollars and zero cents (\$2,000,000.00) contributed by Pataskala ("Pataskala Maximum Contribution")..
- 3.3 The Pataskala Maximum Contribution will be paid as follows: Upon the completion of the design plan and right-of-way acquisition, Pataskala will pay New Albany two hundred sixty-five thousand dollars and zero cents (\$265,000.00). Upon final plan approval and construction of the Roundabout, Pataskala will pay New Albany the remaining sum of one million seven hundred thirty-five thousand dollars and zero cents (\$1,735,000.00). However, if Pataskala incurs any costs and expenses to acquire right-of-way needed for the Roundabout, the Pataskala's Maximum Contribution shall be set off by those right-of-way acquisition costs and expenses.
- 3.4 The Parties agree they shall cooperate in good faith to facilitate an expeditious path to review, permit and advance the mutual obligations of the Parties set forth herein regarding the construction of the Roundabout.

SECTION 4: EFFECTIVE DATE AND TERMINATION OF AGREEMENT

- 4.1 This MOU shall become effective on the date the Effective Date..
- 4.2 For the benefit of all Parties and the convenience and welfare of the public, this MOU shall not be amended, terminated or suspended except by mutual written agreement of all Parties, or as otherwise set forth herein.

SECTION 5: BOUNDARY ADJUSTMENTS

- 5.1 The Parties acknowledge boundary adjustments may be necessary in the future in connection with the construction, operation, or maintenance of the Roundabout and related improvements. The Parties agree to cooperate in good faith and discuss possible boundary adjustments that may arise in the future that support the goals of this MOU. The Parties agree that any boundary adjustment may only be made upon their mutual written agreement.

SECTION 6: MISCELLANEOUS TERMS AND CONDITIONS

- 6.1 Entire Agreement. This MOU, and any documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as otherwise provided in this Agreement.

- 6.2 **Notices.** Any notice required to be given hereunder shall be given in writing by e-mail effective upon confirmation of delivery and receipt to the e-addressee, by certified United States mail, postage prepaid with confirmation of delivery and receipt, or by hand delivery addressed to the parties at their respective addresses as set forth below. Each Party shall notify every other party, in writing, promptly upon the change of any information provided below including the name of any person or any street or e-address:

If to New Albany:

The City of New Albany
Attn: Joseph Stefanov, City Manager
99 W. Main Street
New Albany, Ohio 43054
e-mail: jstefanov@newalbanyohio.org

With a copy to:

Fishel, Downey, Albrecht & Riepenhoff, LLP
Attn: Benjamin S. Albrecht, Law Director
7775 Walton Parkway, Suite 200
New Albany, Ohio 43054
e-mail: balbrecht@fisheldowney.com

If to Pataskala:

The City of Pataskala
Attn: Tim Hickin, City Administrator
621 W. Broad Street
Pataskala, Ohio 43062
e-mail: thickin@ci.pataskala.oh.us

With a copy to:

The City of Pataskala
Attn: Alan W. Haines, Public Service Director
621 W. Broad Street, Suite 2B
Pataskala, Ohio 43062
e-mail: ahaines@ci.pataskala.oh.us

- 6.3 **Amendments.** This MOU may be amended upon their mutual written agreement of the Parties. .
- 6.4 **Governing Law.** This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Franklin County, Ohio or Licking County, Ohio.
- 6.5 **Headings.** The subject headings of the sections and subsections in this MOU are included for purposes of convenience only and shall not affect the construction or interpretation of

any of its provisions. This MOU shall be deemed to have been drafted by all Parties, and no purposes of interpretation shall be made to the contrary.

- 6.6 Waivers. No waiver of breach of any provision of this MOU shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this MOU or any other provision hereof. No term or provision of this MOU shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 6.7 Ambiguity. The Parties have participated jointly in the negotiation and drafting of this MOU. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this MOU, including any exhibit hereto, this MOU shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this MOU.
- 6.8 Severability. If any item, condition, portion, or section of this MOU or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this MOU and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 6.9 No Third-Party Beneficiary. Only New Albany and Pataskala shall have any rights under this MOU. No other persons or entities shall have any rights or interest under this MOU or be deemed to be third-party beneficiaries of this MOU.
- 6.10 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The terms of this MOU are hereby agreed to by the Parties, as shown by the signatures of representatives of each. Each Party represents that the signatories hereto have been duly authorized to execute this MOU on behalf of the Party. The delivery of a signed copy of this MOU by e-mail transmission in Portable Digital Format (pdf), certified mail or personal delivery shall constitute effective execution and delivery of this MOU as to the Parties and creates a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such copy of a signature page were an original MOU. Signatures of the Parties to this MOU transmitted by PDF will be deemed to be their original signatures for all purposes. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this MOU to produce or account for more than one of those counterparts.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates set forth below.

CITY OF NEW ALBANY, OHIO

an Ohio charter municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Benjamin S. Albrecht

Law Director, City of New Albany

CITY OF PATASKALA, OHIO

an Ohio charter municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Brian M. Zets

Law Director, City of Pataskala



RESOLUTION R-33-2026

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO AMEND A LEASE AGREEMENT WITH THE NEW ALBANY JOINT PARK DISTRICT TO FACILITATE THE CONSTRUCTION AND OPERATION OF A RESTROOM FACILITY AT BEVEHYLER PARK

WHEREAS, the City of New Albany and the New Albany Joint Parks District previously entered into a lease agreement on or around April 4, 2023 wherein the parties agreed to various commitments for the purpose of constructing, operating and maintaining a pickleball facility within the city; and

WHEREAS, the New Albany City Council desires to provide adequate restroom facilities to meet the demand for pickleball and basketball play; and

WHEREAS, pursuant to the proposed Lease Agreement Addendum, the City of New Albany shall construct, at its sole cost and expense, restroom facilities to serve individuals using the pickleball and basketball courts; and

WHEREAS, pursuant to the proposed lease agreement addendum, the City of New Albany shall operate, repair and maintain the restroom facilities subject to the terms and conditions set forth in the April 4, 2023 Lease Agreement; and

WHEREAS, the City of New Albany and the New Albany Joint Parks District desire to memorialize their respective commitments and responsibilities through an addendum to the Lease Agreement.

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

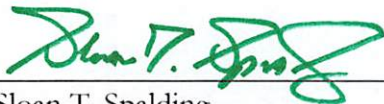
Section 1. The city manager is hereby authorized and directed to enter into a First Addendum to Pickleball Courts Ground Lease Agreement, the same or substantially similar to Exhibit A, with the New Albany Joint Parks District.

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 04 day of Aug, 2026.

Attest:

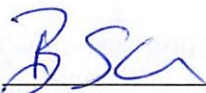


Sloan T. Spalding
Mayor



Jennifer H. Mason
Clerk of Council

Approved as to form:



Benjamin S. Albrecht
Law Director

Legislation dates:

Prepared: 07/23/2026

Introduced: 08/04/2026

Revised:

Adopted: 08/04/2026

Effective: 08/04/2026

FIRST ADDENDUM TO “PICKLEBALL COURTS” GROUND LEASE AGREEMENT

This First Addendum to Agreement (“First Addendum”) is made this ____ day of July, 2026, by and between the **New Albany Plain Local Joint Parks District** (“JPD” or “Landlord”), with offices at 7860 Bevelhymer Road, New Albany, Ohio 43054 and the **City of New Albany, Ohio** (“City” or “Tenant”) (collectively, the “Parties”), an Ohio municipal corporation, with offices at 99 W. Main Street, New Albany, Ohio 43054.

WITNESSETH THAT:

Whereas, the Parties previously entered into an Agreement on or around April 4, 2023 wherein the Parties agreed to various commitments for the purpose of the construction and operation of a pickleball facility within the City; and

Whereas, the Agreement was authorized pursuant to City Resolution R-19-2023; and

Whereas, the Agreement governs 2.75+/- Acres in Bevelhymer Park Adjacent to the Southwest Corner of the Public Service Complex between Detention Pond and Michael Lucey Basketball Courts (the “Premises”); and

Whereas, the Parties have had further discussions regarding the installation and maintenance of Bathroom Facilities on the Premises; and

Whereas, Section 7 of the Agreement requires written consent from Landlord to make alterations, repairs, and/or additions to the Improvements, as defined by Section 4(a) of the Agreement; and

Whereas, the Parties do not wish to modify any term of the previously executed Agreement, except as may be set forth herein.

Now Therefore, it is agreed by and between the Parties as follows:

- I. The parties intend and agree that all previously agreed upon terms outlined in the Agreement executed on or around April 4, 2023 are incorporated herein and shall remain in full force and effect; and
- II. Subject to the terms and conditions set forth in the Agreement, the Parties agree that Tenant, its agents and/or assigns shall develop, or cause to be developed at its sole cost and expense, Bathroom Facilities to serve individuals using the Pickleball Courts in accordance with Sections 4 and 7 of the Agreement.
- III. The Parties further agree that, subject to the terms and conditions set forth in the Agreement, Tenant, its agents and/or assigns shall repair and maintain the Bathroom Facilities as necessary in accordance with Tenant’s obligations under Sections 5 and 13 of the Agreement.

IN WITNESS WHEREOF, the City/Tenant has signed this First Addendum this ____ day of July, 2026 and JPD/Landlord has signed this First Addendum this ____ day of July, 2026.

FOR JPD / LANDLORD

By: _____

Print Name: _____

Its: _____

Date: _____

FOR CITY / TENANT

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to Form

Benjamin Albrecht, Law Director

Date: _____