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SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made on this _____ day of May, 2025 by and among Columbus Limestone, Inc., Shelly Materials, Inc. and The Shelly Company (collectively referred to as “CLI”) and the City of Columbus, Ohio (“City”) (collectively the “Parties”).

Recitals

A. On April 30, 2024, the City’s Director of Public Utilities issued a Director’s Order to CLI related to the location at 3401 Jackson Pike, Parcel ID 570-122550, alleging violations of Columbus City Code Chapter 1150 (“Order”);

B. On May 10, 2024, CLI timely filed its appeal of the Order, asserting general and specific denials of all allegations;

C. Since that time, the Parties have exchanged information and engaged in certain settlement discussions;

D. The City has proposed conducting a regional flood plain study of the Scioto River, and the City has engaged consultants and other contractors for such purpose (“Study”);

E. The City has proposed a framework for settlement that includes CLI’s involvement in the Study process and a pro rata payment of the costs of the Study;

F. While CLI denies all allegations and makes no admission of liability of any kind, the Parties seek to memorialize the agreed terms of settlement with the intention of fully and completely resolving the Order.

In consideration of the promises, payments, covenants, and representations contained in this Agreement, the sufficiency and receipt of which are hereby acknowledged and agreed, the Parties agree as follows:

1. Withdrawal and Study

1.1. CLI agrees to pay to City the sum of Sixty-Four Thousand Forty-Five and 00/100 Dollars (\$64,045.00) within thirty (30) days of the date of execution of this Agreement. This payment by CLI represents its pro rata share of the cost of the Study. No further payments or fees shall be required of CLI that are related in any way to the Study or Order.

1.2 The City agrees to file a full withdrawal without prejudice of the Order within five (5) business days of receipt of the payment described in Section 1.1 above.

1.3 With the withdrawal of the Order, CLI will withdraw its appeal related to the Order.

DRAFT

2. Miscellaneous

2.1 CLI consents to the jurisdiction of the City and the Director of the Columbus Department of Public Utilities for purposes of entering into this Agreement.

2.2 The City agrees to utilize the CLI payment to pay for and complete the Study.

2.3 CLI shall have a right to full participation in the Study and such participation shall be separately documented. Participation includes that the City agrees to share all relevant information pertaining to the modeling with CLI, to provide updates to CLI on progress at key, milestones, to provide opportunity for CLI to review progress and provide opportunity for CLI to provide input.

2.4 The City agrees to act in good faith to obtain consensus regarding the modeling approach, data utilized for the study, and application of the models. CLI may, and is encouraged to, provide information showing the spatial extent and timeframe of changes affecting the riverine hydraulics of the Scioto River floodplain. The City agrees to reasonably utilize information provided by CLI in development of the hydrologic and hydraulic analyses. The City retains executive control and final authority over the scope and engineering decisions of the study. The City reserves the right to disregard data or approaches provided that are not supported by FEMA.

2.5 While CLI shall have the right to fully participate in the Study, CLI reserves all rights to contest and dispute the results of the Study.

2.6 To the extent required by applicable law, CLI will take all necessary actions to achieve and maintain compliance with all requirements of Chapter 1150 of the Columbus City Code, including, the City's floodplain regulations, any FEMA approvals as may be required, compliance with data requests, requests for information, any applicable future requests of ODNR and/or FEMA.

2.7 Nothing in this Agreement shall limit the City's ability to take additional enforcement action as the City may determine necessary, including but not limited to reinstatement of the order, or additional administrative action, based upon the result of the Study or Chapter 1150 of the Columbus City Code. Similarly, nothing in this Agreement shall limit CLI from asserting any and all defenses to such future enforcement or administrative actions.

2.8 CLI acknowledges that a violation of this Agreement, by either party, will not result in a refund of the CLI payment.

2.9 All parties acknowledge that this Agreement is a Public Record under Ohio Revised Code 149.43.

DRAFT

2.10 CLI has read and understands this Settlement Agreement. CLI understands that it has a right to be represented by Counsel and to have Counsel review this Settlement Agreement, if it so chooses.

2.11 This Agreement is final as of the date it is fully executed by all parties listed below.

2.12 The Recitals are incorporated herein as if fully re-written. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter contained herein and supersedes any prior or contemporaneous oral or written agreements, proposed agreements, negotiations and discussions with respect to the subject matter of this Agreement.

AGREED.

Columbus Limestone, Inc.

By: _____

Its: _____

Date: _____

Shelly Materials, Inc.

By: _____

Its: _____

Date: _____

The Shelly Company

By: _____

Its: _____

Date: _____

[signatures on next page]

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City of Columbus, Ohio

By: _____

Its: _____

Date: _____

Approved as to form:

Zach Klein, City Attorney, City of Columbus, Ohio

Date: _____