

ORDINANCE C-79-15

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF THE PROPERTY LOCATED AT 3468 PARK STREET AND APPROPRIATE \$200,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, with the development of the new library and the Pizzuti project behind City Hall, the City has actively been engaged in discussions regarding parking in the Town Center; and

WHEREAS, the City has reached an agreement with the owners of five parcels located on Park Street to expand parking while preserving most of the structures; and

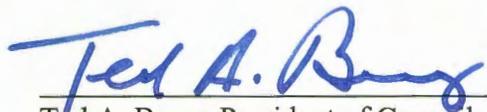
WHEREAS, in this instance, the City would purchase the entire property to provide an additional access point on Park Street for the parking.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Council hereby authorizes the purchase the property located at 3468 Park Street as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated \$200,000.00 from the unappropriated monies of the General Fund to account number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

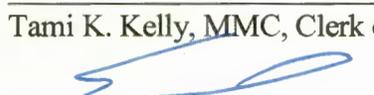

Ted A. Berry, President of Council


Richard L. Stage, Mayor

Passed:

Effective:

Attest:


Tami K. Kelly, MMC, Clerk of Council


Stephen J. Smith, Director of Law


Michael A. Turner, Director of Finance

I certify that this ordinance is correct as to form.

I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.

Exhibit A
C-79-15

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of _____, 2015 (the "Effective Date"), by and between **George E. and Kathleen M. Love** (collectively "Seller"), whose address is 3468 Park Street, Grove City, Ohio 43123, and **The City of Grove City, Ohio**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

A. Seller is the owner of a certain tract of real property located at 3468 Park Street, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000113, containing approximately .2149 acres. ("Property").

B. Buyer desires to purchase the Property from Seller, which is legally described on Exhibit "A" and depicted on Exhibit "B" both of which are attached to this Agreement (the "Property").

C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

Statement of Agreement

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

1. Agreement.

On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

2. Amount of Purchase Price.

The purchase price for the Property shall be Two Hundred Thousand Dollars (\$200,000), payable to Seller at Closing, in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

3. Contingent Agreement.

(a) Contingencies. This Agreement shall be completely contingent upon Buyer's satisfaction or waiver of the contingencies set forth herein (the "Contingencies"), within thirty (30) days after the Effective Date (the "Contingency Period"). If Buyer has not satisfied the Contingencies within said thirty (30) day period, despite Buyer's having used good faith efforts to

satisfy same, then Buyer shall have the right to extend the Contingency Period for an additional thirty (30) days upon delivery to Seller of notice of such extension at any time prior to the expiration of the original thirty (30) day Contingency Period. The date upon which all Contingencies are either satisfied or waived shall be referred to as the "Contingency Date". The Contingencies are as follows:

- (i) Buyer shall determine that the Property (or a substantial portion thereof) is not located within a flood plain and that the Property shall have drainage conditions acceptable to Buyer;
- (ii) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Property, or the cancellation of any and all easements encumbering the Property, which may be necessary or desirable for Buyer's proposed use and development of the Property;
- (iii) Buyer shall receive a report, prepared by a certified environmental engineer selected by Buyer, indicating that the Property is free of all hazardous wastes, substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations;
- (iv) Buyer shall have received approval from Buyer's City Council for the transaction contemplated hereby; and
- (v) Buyer and Seller shall have received the necessary approval of the lot split contemplated in Section 5 hereof.

(b) Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period (as the same may be extended as provided herein), Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder, and the Deposit shall be immediately returned to Buyer.

4. Seller's Cooperation.

(a) Seller's Deliverables. Seller shall, within five (5) days after the Effective Date, submit to Buyer the following information and/or materials for use by Buyer in preparation for the purchase of the Property, if available and in Seller's possession:

- (i) A copy of prior surveys, environmental assessments, title policies, structural and engineering reports, construction drawings and similar types of records concerning the Property; and
- (ii) All agreements relating to the Property, including any leases, executory contracts, purchase options or rights of first refusal or tax abatement or similar arrangements.

Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto. All materials provided to Buyer pursuant to this Section shall be deemed conditional. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand.

5. Title.

(a) Title Commitment. Within ten (10) days after the Effective Date, Buyer shall obtain an American Land Title Association (ALTA) Commitment for Title Insurance (the "Title Commitment") issued by Valmer Title (the "Title Insurance Company"), pursuant to which the Title Insurance Company shall commit to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06), certified to at least the Effective Date of this Agreement, in the full amount of the purchase price, showing in Seller good and marketable title to the Property, free and clear of the standard printed exceptions contained in Schedule B of said commitment and final policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (i) Those created or assumed by Buyer;
- (ii) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's intended use of the Property;
- (iii) Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- (iv) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's intended use of the Property.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

(b) Endorsement at Closing. At the Closing, Buyer shall obtain, at its sole cost and expense, endorsements to the Title Commitment updating it to the respective date and showing no change in the state of the title to the Property. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for in accordance with the terms of Section 9.

(c) Survey and Lot Split. Buyer shall, at its sole cost and expense, obtain a current survey and legal description of the Property, prepared by a surveyor registered in the State of Ohio selected by Buyer (the "Survey"). Subject to the approval of the Title Insurance Company, the legal

description set forth on the Survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. Seller shall reasonably cooperate with Buyer to obtain all necessary governmental approvals to the legal description and the survey of the Property on or before the end of the Contingency Period.

(d) Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey furnished hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "Defects"), Buyer shall, within ten (10) days after Buyer's receipt of the Survey and the Title Commitment, notify Seller thereof and Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to cure or remove any such Defects. If Seller is unable to cure or remove the Defects within said thirty (30) day period, Seller shall immediately give notice of Seller's inability to Buyer and thereafter, Buyer shall have ten (10) days after receipt of such notice within which to make its election either (a) to accept title to the Property subject to such Defects; or (b) to withdraw from this transaction and terminate this Agreement, in which event both parties shall be released from liability hereunder.

6. General Warranty Deed and Other Documents.

Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5 hereof. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession, any documents reasonably requested by the Title Insurance Company, and, if requested, Seller's affidavit regarding the warranties and representations set forth in Section 10 hereof.

7. Possession.

Seller shall be entitled to remain in possession of the Property during each of their lifetime after the Closing Date (the "Lease Period"), provided that Seller has executed the Lease Agreement, attached hereto as Exhibit "C" and hereby made a part hereof, on or before the Closing Date. Seller's occupation of the Property during the Lease Period shall be in accordance with the terms of the Lease Agreement. The Lease shall terminate upon vacation of the Property by Seller.

8. Closing Date.

Buyer and Seller agree that the closing shall be handled by Valmer Title located in Grove City, Ohio. The purchase and sale of the Property shall be closed (the "Closing") at a date to be chosen by Seller between December 15, 2015 and January 15, 2016 (the "Closing Date"), which

Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

9. Adjustments at Closing.

On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. Seller shall pay or credit against the purchase price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to closing, real estate taxes for the year of Closing, prorated through the Closing Date, and all agricultural use tax recoupments for years through the year of Closing. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and upon the purchase price. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer for the period of time preceding the Closing Date hereof. Upon making the proration provided for herein, Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the purchase price the following:

- (i) The cost of any transfer or conveyance fee required to be paid in connection with the recording of the General Warranty Deed from Seller to Buyer; and
- (ii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

- (i) The cost of furnishing the title commitment and policy referred to in Section 5 hereof;
- (ii) The recording fees required for recording the General Warranty Deed;

- (iii) The cost of furnishing the Survey; and
- (iv) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Buyer and Seller hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent, for a fee, in regard to this Agreement. Thus, no real estate broker fee shall be paid under this Agreement. Seller hereby agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which Buyer shall ever incur or be threatened with because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission.

10. Warranties and Representation.

(a) Seller's Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (i) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;
- (iii) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (iv) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (v) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;

- (vi) Seller has not disposed of or stored any Hazardous Substances on the Property or any portion thereof in violation of any Environmental Laws, as hereinafter defined, and the Property does not now contain any Hazardous Substance or any underground storage tanks. The term "Hazardous Substance" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq., any so-called "Super-fund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect (collectively the "Environmental Laws"). Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against Buyer for, with respect to, or as a direct or indirect result of the breach of Seller's warranties in this Section 10;
- (vii) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property; and
- (viii) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Section 10 shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

(b) Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have the right to terminate this Agreement.

11. Notice Procedure.

Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as set forth on the first page of this Agreement. Copies of notices to Buyer shall be simultaneously provided to: Stephen Smith, Esq., Frost Brown Todd LLC, 10 West Broad Street, Suite 2300, Columbus, Ohio 43215.

12. Miscellaneous.

(a) Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

(b) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties.

(c) Time of Essence. Time is of the essence of this Agreement in all respects.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

(e) Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(f) Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

(g) Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

(h) Confidentiality. Buyer and Seller covenant to not disclose any part of this Agreement to anyone other than their attorneys, brokers, consultants, accountants, employees, lenders or others who have a reasonable need to know of its content.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

SELLER:

George E. Love

Kathleen M. Love

BUYER:

The City of Grove City, Ohio,
an Ohio municipal corporation

By: _____

Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free

C-79-15

Exhibit A

Legal Description

3468 Park Street, Grove City, Ohio 43123

Being Lot No. Eleven (11) of GRANT'S SUBDIVISION as the said lot is numbered and delineated upon the recorded plat thereof of record in Plat Book 10, Page 158, Recorder's Office, Franklin County, Ohio.

Parcel No. 40-113



EXHIBIT "C"
LEASE AGREEMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into on this the ____ day of _____, 2015 ("Effective Date"), by and between **The City of Grove City, Ohio**, an Ohio municipal corporation ("Landlord"), whose address is 4035 Broadway, Grove City, Ohio 43123, and **George E. and Kathleen M. Love**, (collectively "Tenant"), whose address is 3468 Park Street, Grove City, Ohio 43123.

WITNESSETH:

WHEREAS, pursuant to a Real Estate Purchase Agreement ("Purchase Agreement"), Landlord purchased from Tenant the real property located at 3468 Park Street, Grove City, Ohio 43123 (the "Property"), and, upon the closing of the sale and purchase of the Property, Landlord has agreed to permit Tenant to occupy the Property pursuant to this Lease; and

WHEREAS, pursuant thereto, Tenant and Landlord desire to execute this Lease to define the rights and obligations of each party with respect to such lease term, as herein set forth.

NOW, THEREFORE, for valuable consideration, the amount and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property.

2. DELIVERY OF PREMISES; USE. Tenant shall continue in possession of the Property on the Closing Date, as defined in the Purchase Agreement, in its "as is" condition. Tenant shall be permitted to use the Property only for residential purposes. Tenant shall not sublet or assign the Property or any part thereof, without the prior written consent of Landlord.

3. LEASE TERM. The term of this Lease shall be for a period commencing on the Closing Date and continuing for a period of Thirty (30) days. The Lease Term shall automatically renew for additional Thirty (30) day periods unless and until: (i) Tenant, at her sole discretion, determines that they are unable to continue to occupy the property; (ii) Tenants death; or (iii) Tenant's voluntary abandonment of the Property.

4. RENT. During the Term, Tenant shall occupy the Property rent-free.

5. REAL ESTATE TAXES. Landlord shall be responsible for the payment of all real estate taxes assessed to the Premises during the Term.

6. MAINTENANCE, REPAIRS AND REPLACEMENTS.

a. Landlord's Maintenance Obligations. Landlord shall be responsible for performing, at its sole cost and expense, any and all work necessary to maintain the Property in a good, clean and safe condition.

b. Tenant's Maintenance Obligations. None.

7. TENANT'S DUTIES. In addition to Tenant's obligations set forth in Section 6(b), Tenant shall do the following during the Term hereof:

(a) Keep the Property safe and sanitary and a fit and habitable condition;

(b) Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by Landlord;

(c) Use and operate all electrical and plumbing fixtures properly;

(d) Comply with the requirements under state and local housing, health and safety codes that are applicable to tenants;

(e) Personally refrain, and forbid any other person who is on the Property with Tenant's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the Premises;

(f) Repair all damages caused by Tenant or Tenant's guests, included without limitation all broken glass, doors or windows;

(g) Not unreasonably withhold consent for Landlord or its agents or representatives to enter the Property.

8. UTILITIES. The utilities shall be transferred to Landlord and Landlord shall pay all of the charges incurred for any and all utilities, i.e. gas, electric, water, trash, telephone and cable, consumed by Tenant in its use of the Property during the Lease Term.

9. INDEMNIFICATION AND LIABILITY. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Landlord by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Property, unless such injury or damage is caused in whole or in part by the negligence or willful misconduct of Landlord, its employees, invitees, contractors, subcontractors, licensees, subtenants, agents, successors and assigns.

10. INSURANCE.

Tenant shall, at her sole cost and expense, obtain a renter's policy.

11. FIRE OR OTHER CASUALTY. In the event of any fire or other casualty causing material damage to the Property during the Term, this Lease shall terminate as of the date of such fire or other casualty and all amounts under the homeowner's insurance policy on the Property shall be payable exclusively to Landlord.

12. QUIET ENJOYMENT. Landlord represents that it has full right and power to execute this Lease and to grant the estate leased herein and that Tenant, upon the performance of all of the terms, conditions and covenants herein contained, shall have, hold and peaceably enjoy the Property during the full Term of this Lease, subject and subordinate to all of the terms, covenants and conditions of this Lease.

13. WHEN LANDLORD MAY ENTER. Landlord, or Landlord's agents or representatives, may peacefully enter the Property during reasonable times for any reasonable purpose, provided Tenant is present. Landlord reserves the right to enter the Property without notice in case of emergency. Landlord reserves the right to enter by other means if locks have been changed without Landlord's prior written approval.

14. WAIVER OF JURY TRIAL. THE RESPECTIVE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF SAID PROPERTY, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

15. DEFAULT BY TENANT. In the event Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any applicable laws, rules or ordinances, said default shall constitute grounds for termination of this Lease and/or eviction by Landlord and Landlord shall have all rights and remedies available to it under the terms of this Lease and applicable law.

16. LEAD BASED PAINT WARNING. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Tenant acknowledges receipt of the federally approved pamphlet on lead poisoning prevention and has been given the opportunity to read it prior to executing this Lease.

17. END OF TERM; SURRENDER. Upon the expiration or earlier termination of this Lease, Tenant shall return the Property to Landlord in a good, clean and safe condition, reasonable

wear and tear excepted. Tenant shall have the right to remove all items of personal property from the Property. Tenant shall, at the time of vacating the Property, remove all trash from the Property. If the cleaning and removal of trash is not accomplished by Tenant, Landlord shall perform such cleaning and trash removal at Tenant's expense. Upon vacating the Property, Tenant shall deliver all keys to the Property to Landlord.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day first above written.

LANDLORD:

TENANT:

The City of Grove City, Ohio,
an Ohio municipal corporation

By: _____
Charles W. Boso, Jr.
City Administrator

George E. Love

Approved as to Form:

Kathleen M. Love

Stephen J. Smith
Law Director, City of Grove City