

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

October 05, 2015

6:30 Caucus

7:00 – Reg. Meet.

Presentations:

FINANCE: Mr. Bennett

- Ordinance C-71-15 Appropriate \$68,000.00 from the Rockford Tax Increment Equivalent Fund for the Current Expense of making Payments in accordance with the Infrastructure Agreement with Rockford Homes. Second reading and public hearing.
- Ordinance C-72-15 Appropriate \$5,000.00 from the SR665/I-71 Tax Increment Equivalent Fund for the Current Expense of making payments in accordance with the Compensation Agreement with Jackson Township. Second reading and public hearing.
- Ordinance C-73-15 Appropriate \$40,000.00 from the Convention Bureau Fund for Current Expenses. Second reading and public hearing.
- Ordinance C-74-15 Authorize the Purchase of Part of the properties located at 3448, 3454 and 3460 Park Street and Appropriate \$450,000.00 from the General Fund for said purchase and related expenses. Second reading and public hearing.
- Resolution CR-60-15 Approving the Guaranteed Maximum Pricing proposal from Miles McClellan Construction Company for the construction of the New Library and Authorize the City Administrator to enter into said Contract.
-

SAFETY: Mr. Davis

- Resolution CR-61-15 Oppose State Issue 3.
- Resolution CR-62-15 Endorse Issue 14 and ADAMH.
-

LANDS: Ms. Klemack-McGraw

- Ordinance C-75-15 Vacate a portion of a Sewer Easement behind 5965 Hoover Road. Second reading and public hearing.
- Ordinance C-76-15 Approve the Plat of Pinnacle Club Section 2, Phase 9. Second reading and public hearing.
- Ordinance C-77-15 Accept the Annexation of 16.45+ acres located at 3655 Orders Road to the City of Grove City. Second reading and public hearing.
- Resolution CR-55-15 Approve the Development Plan for Story Point located at 3655 Orders Rd.
- Resolution CR-63-15 Approve the Construction of a Shelter House for the Dream Field at Windsor Park and Waive the provisions of Section 139.05 of the Codified Ordinances.
- Resolution CR-64-15 Municipal Services that can be furnished to 51.683 acres located at 1421 Borrer Road in Jackson Township upon its Annexation to the City of Grove City.
-

Date: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-72-15
1st Reading: 09/21/15
Public Notice: 9/24/15
2nd Reading: 10/05/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-72-15

AN ORDINANCE TO APPROPRIATE \$5,000.00 FROM THE SR665/I-71 TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF MAKING PAYMENTS IN ACCORDANCE WITH THE COMPENSATION AGREEMENT WITH JACKSON TOWNSHIP

WHEREAS, the City has created the S.R.665/I-71 Tax Increment Equivalent Fund for the deposit of service payments distributed to the City; and

WHEREAS, the Franklin County Auditor 2nd half settlement for the SR665/I-71 TIF has been received; and

WHEREAS, the Jackson Township Compensation Agreement requires funds to be disbursed to the developer within 60 days of receipt.

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

SECTION 1. There is hereby appropriated \$5,000.00 from the unappropriated monies of the SR665/I-71 Tax Increment Equivalent Fund to account number 204000.559000 for the current expense of contractual obligations.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-73-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-73-15

AN ORDINANCE TO APPROPRIATE \$40,000.00 FROM THE CONVENTION BUREAU FUND FOR CURRENT EXPENSES

WHEREAS, Chapter 192, Hotel Tax, provides for the imposition of an excise tax on transactions by which lodging by a hotel, motel or transient accommodations is or is to be furnished to transient guests; and

WHEREAS, said Chapter provides for the collection, segregation and disbursement of said funds; and

WHEREAS, collections of said funds have exceeded the budget estimates and appropriations need approved by Council for this purpose.

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

SECTION 1. There is hereby appropriated \$40,000.00 from the unappropriated monies of the Convention Bureau Fund into account #609000.559000 for the Current Expenses imposed by Chapter 192 of the Grove City Code.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 09/15/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-74-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-74-15

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PART OF THE
PROPERTIES LOCATED AT 3448, 3454 AND 3460 PARK STREET AND APPROPRIATE
\$450,000.00 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 owner of three parcels located on Park Street to purchase part of the properties to expand parking while preserving the structures; and

WHEREAS, the City would purchase a total of 0.1191 acres that would be used to expand the existing public parking lot.

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 of part of the properties located at 3448, 3454 and 3460 Park Street as set forth in Exhibits "A" and "B".

SECTION 2. There is hereby appropriated \$450,000.00 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

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

C-74-15
Exhibit A

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 **Berkley J. Roach Trust** ("Seller"), whose address is 3980 Broadway, 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 3448 Park Street, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000109, containing approximately .1994 acres. ("Parent Parcel").

B. Buyer desires to purchase from Seller a portion of the Parent Parcel containing a total of 0.099 acres, 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 One Hundred and Fifty Thousand Dollars (\$150,000), 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"), sufficient to obtain all necessary approvals for the purpose of splitting the

Property from the Parent Parcel. 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 to enable the parties to split the Property from the Parent Parcel.

(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 for Thirty (30) days after the Closing Date (the "Salvage Period"). During the Salvage Period, Seller shall have the right to alter, remove, destroy, salvage or change any improvement or portion of the property provided that any alteration, removal or change does not diminish the structural integrity of the property and/or leave the property in an unsafe and/or unsecured condition.

Seller shall indemnify and hold Buyer harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Buyer by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Property during the Salvage Period.

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 acknowledged that Seller is a license real estate broker, but 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 Parent Parcel 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. 1031 Exchange.

In the event that either party shall be using the transaction contemplated hereby as part of an exchange of like kind property pursuant to Section 1031 of the Internal Revenue Code, the other party shall cooperate in connection therewith by executing and delivering such documents and instruments as may be reasonably required in order to accomplish any such like kind exchange, provided that, the party so cooperating shall not be required to bear any costs or expenses or take on any liability in connection therewith and the party effecting such exchange shall pay the costs and expenses, including legal fees and costs, of the cooperating party incurred in connection with such cooperation same not to exceed \$500.00 in any event.

13. 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:

Berkley J. Roach Trust

By: _____

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 from any obligation now outstanding.

Michael Turner, Director of Finance

Date

EXHIBIT "A"
DESCRIPTION

DESCRIPTION OF 0.099 ACRE
West of Broadway (U.S. Route 62 and State Route 3)
North of Grove City Road

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 1388 of the Virginia Military District, being a part of Lot 7 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158-159 conveyed to Berkley J. Roach, Trustee of The Trust of Berkley J. Roach by deed of record in Instrument Number 200905210072784, and described as follows:

BEGINNING, FOR REFERENCE, at a 3/4 inch iron pipe found marking the southeasterly corner of said Lot 7, the southwesterly corner of Lot 6 as shown on said "Grants Subdivision" conveyed to City of Grove City by deed of record in Deed Book 3494, Page 233, and on the northerly right-of-way line of Park Street (66 foot right-of-way width);

thence North 34° 13' 19" East, with the line common to said Lots 6 and 7, a distance of 98.01 feet, to an iron pin set at the **TRUE POINT OF BEGINNING**;

thence North 55° 46' 41" West, across said Lot 7, a distance of 45.19 feet, to an iron pin set in the westerly line thereof and the easterly line of Lot 8 as shown on said "Grants Subdivision" conveyed to Berkley J. Roach, Trustee of The Berkley J. Roach Revocable Trust, dated June 10, 1993;

thence North 34° 13' 19" East, with the line common to said Lots 7 and 8, a distance of 95.41 feet, to an iron pin set at a common corner thereof and on the southerly line of Reserve "A" as shown on said "Grants Subdivision" conveyed to City of Grove City by deed of record in Deed Book 1120, Page 496;

thence South 55° 46' 41" East, with the northerly line of said Lot 7 and said southerly line, a distance of 45.19 feet, to an iron pin set at the northeasterly corner of said Lot 7 and the northwesterly corner of said Lot 6;

thence South 34° 13' 19" West, with the line common to said Lots 6 and 7, a distance of 95.41 feet, to the **TRUE POINT OF BEGINNING**, containing 0.099 acre, more or less.

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

All references are to the records of the Recorder's Office, Franklin County, Ohio.

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 on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the northerly right-of-way line of Park Street, having a bearing of South 55° 46' 41" East, is designated the "basis of bearing" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Edward J. Miller, Registered Surveyor Number 8250 in May 2002, June 2010, October 2013, and September 2014.

EDWARD J. MILLER, HAMBLETON & TILTON, INC.
EDWARD
MILLER
Professional Surveyor No. 8250

M-88
split
95.41 ft East line
95.41 ft West line

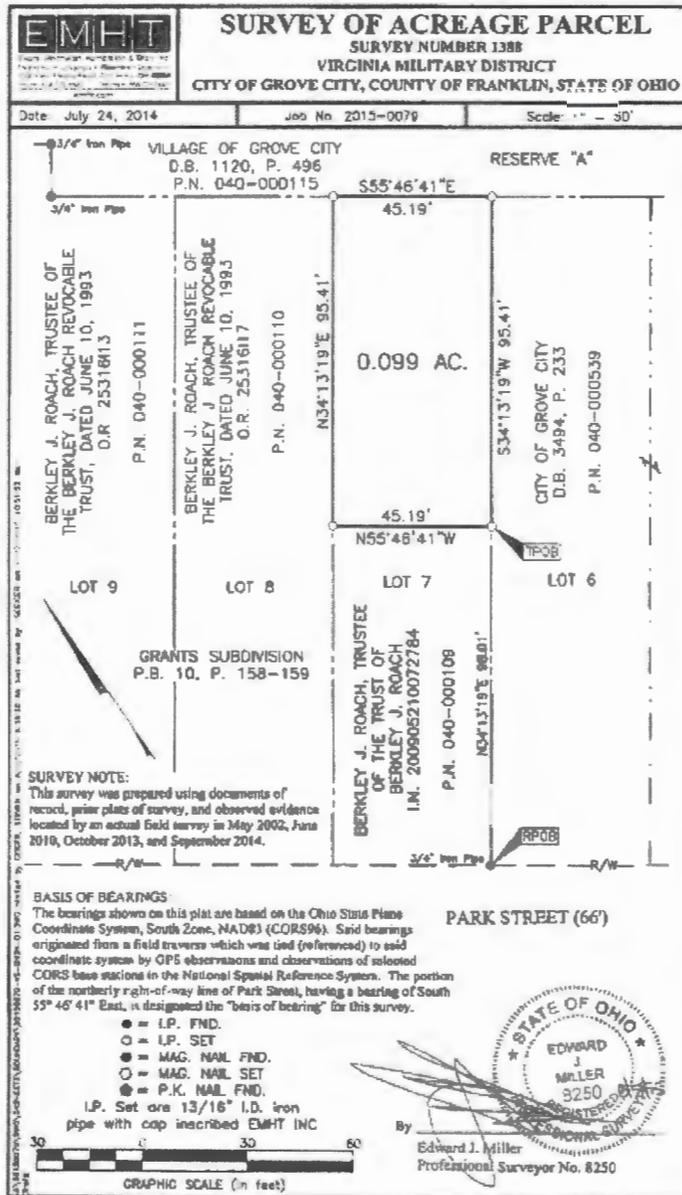
7/21/15

Date

EJM:ng
0_099 ac 20130019-VS-BNDV-01.doc
off of
North line
out of
(070)
109

DESCRIPTION VERIFIED
DEAN C. RINOLA, P.E., P.S.
BY: AS
DATE: Oct 15

EXHIBIT "B"
DEPICTION



C-74-15
Exhibit B

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 **Berkley J. Roach Trust** ("Seller"), whose address is 3980 Broadway, 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 tracts of real property located at 3454 and 3460 Park Street, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel Nos. 040-000110 and 040-000111, collectively containing approximately .4070 acres. (Collectively 3454 and 3460 Park Street together with all improvements, appurtenances and hereditaments thereto, shall be referred to as the "Parent Parcel").

B. Buyer desires to purchase from Seller a portion of the Parent Parcel containing a total of 0.201 acres, 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 Three Hundred Thousand Dollars (\$300,000), 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"), sufficient to obtain all necessary approvals for the purpose of splitting the Property from the Parent Parcel. 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 to enable the parties to split the Property from the Parent Parcel.

(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 for Thirty (30) days after the Closing Date (the "Salvage Period"). During the Salvage Period, Seller shall have the right to alter, remove, destroy, salvage or change any improvement or portion of the property provided that any alteration, removal or change does not diminish the structural integrity of the property and/or leave the property in an unsafe and/or unsecured condition.

Seller shall indemnify and hold Buyer harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Buyer by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Property during the Salvage Period.

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 acknowledged that Seller is a license real estate broker, but 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 Parent Parcel 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. 1031 Exchange.

In the event that either party shall be using the transaction contemplated hereby as part of an exchange of like kind property pursuant to Section 1031 of the Internal Revenue Code, the other party shall cooperate in connection therewith by executing and delivering such documents and instruments as may be reasonably required in order to accomplish any such like kind exchange, provided that, the party so cooperating shall not be required to bear any costs or expenses or take on any liability in connection therewith and the party effecting such exchange shall pay the costs and expenses, including legal fees and costs, of the cooperating party incurred in connection with such cooperation same not to exceed \$500.00 in any event.

13. 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:

Berkley J. Roach Trust

By: _____

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 from any obligation now outstanding.

Michael Turner, Director of Finance

Date

EXHIBIT "A" DESCRIPTION

DESCRIPTION OF 0.201 ACRE West of Broadway (U.S. Route 62 and State Route 3) North of Grove City Road

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 1388 of the Virginia Military District, being a part of Lot 8 and Lot 9 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158-159 conveyed to Berkley J. Roach, Trustee of The Berkley J. Roach Revocable Trust, dated June 10, 1993 by deed of record in Official Records 25316113 and 25316117, and described as follows:

BEGINNING, FOR REFERENCE, at an iron pin set at the southeasterly corner of said Lot 8, the southwesterly corner of Lot 7 as shown on said "Grants Subdivision" conveyed to Berkley J. Roach, Trustee of The Trust of Berkley J. Roach by deed of record in Instrument Number 200905210072784, and on the northerly right-of-way line of Park Street (66-foot right-of-way width);

thence North 34° 13' 19" East, with the line common to said Lots 7 and 8, a distance of 98.01 feet, to an iron pin set at the **TRUE POINT OF BEGINNING**;

thence North 55° 46' 41" West, across said Lots 8 and 9, a distance of 90.35 feet, to an iron pin set in the westerly line of said Lot 9 and the easterly line of Lot 10 as shown on said "Grants Subdivision" conveyed to William E. Lewis by deed of record in Deed Book 2259, Page 364 and Instrument Number 200403290067159;

thence North 34° 13' 19" East, with the line common to said Lots 9 and 10, a distance of 110.41 feet, to a 5/8 inch iron rebar found at a common corner thereof and on the southerly line of Reserve "A" as shown on said "Grants Subdivision" conveyed to City of Grove City by deed of record in Deed Book 1120, Page 496;

thence with the southerly line of said Reserve "A" and the northerly line said Lots 9 and 8, the following courses:

South 55° 46' 41" East, a distance of 10.00 feet, to a 1/4 inch iron pipe found,

South 34° 13' 19" West, a distance of 15.00 feet, to a 1/4 inch iron pipe found; and

South 55° 46' 41" East, a distance of 80.35 feet, to an iron pin set at the corner common to said Lots 7 and 8;

thence South 34° 13' 19" West, with the line common to said Lots 7 and 8, a distance of 95.41 feet, to the **TRUE POINT OF BEGINNING**, containing 0.201 acre, more or less.

Of the above described 0.201 acre, 0.099 acre is from Auditor's Parcel Number 040-000110 and 0.102 acre is from Auditor's Parcel Number 040-000111.

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

All references are to the records of the Recorder's Office, Franklin County, Ohio.

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 on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the northerly right-of-way line of Park Street, having a bearing of South 55° 46' 41" East, is designated the "basis of bearing" for this survey.

This description is based on an actual field survey performed by or under the direct supervision of Edward J. Miller, Registered Surveyor Number 8250 in May 2002, June 2010, October 2013, and September 2014.

EDWARD J. MILLER, HAMBLETON & TILTON, INC.

 Professional Surveyor No. 8250

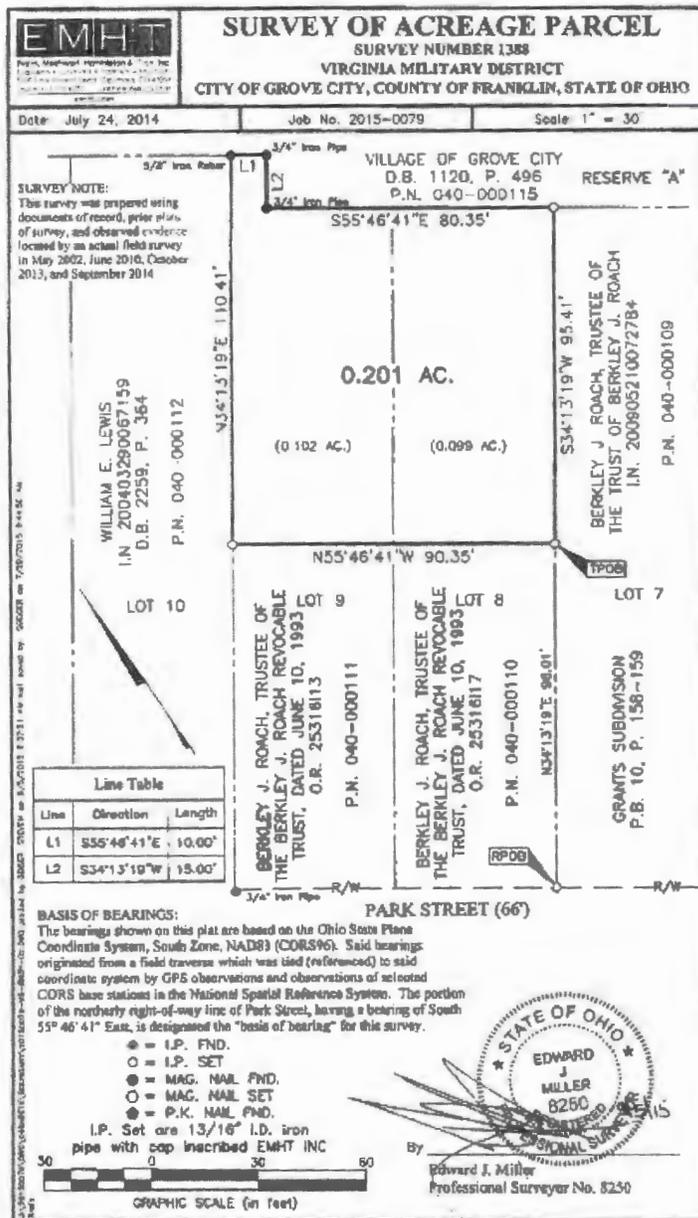
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split
 95.41' Eastline
 110.41' Westline
 off at Northline
 out of
 (0+0)
 111

DESCRIPTION VERIFIED
 BY: *AS*
 DATE: *11 Aug 15*

7/26/15
 Date

EXHIBIT "B"
DEPICTION



Date: 09/29/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-60-15
1st Reading: 10/05/15
Public Notice: 0 / /15
2nd Reading: 0 / /15
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-60-15

A RESOLUTION APPROVING THE GUARANTEED MAXIMUM PRICING PROPOSAL FROM MILES MCCLELLAN CONSTRUCTION CO. FOR THE CONSTRUCTION OF THE NEW LIBRARY AND AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO SAID CONTRACT

WHEREAS, this Council has approved many items for the new Library including: Ordinance C-67-14 which approved a modified agreement with the Southwest Public Libraries and Resolution CR-24-15 which approved a Development Plan; and

WHEREAS, to construct the Project, the City has utilized the Construction Manager At Risk, authorized under Chapter 153 of the Ohio Revised Code; and

WHEREAS, the City entered into a Standard Form of Agreement Between Owner and Construction Manager as Constructor (AIA Document A133) with Miles McClellan Construction Company, which included the negotiation and approval of the guaranteed maximum price for the Project; and

WHEREAS, Miles McClellan has now submitted its Guaranteed Maximum Price proposal for the Project in the amount of \$12,975,951.00; and

WHEREAS, the Guaranteed Maximum Pricing includes the items previously approved in Resolution CR-41-15 that were part of the early bid packages; and

WHEREAS, after due deliberation, the City wishes to approve the GMP for the Project.

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

SECTION 1. Council hereby approves the Miles McClellan Guaranteed Maximum Pricing proposal for the Project an amount not to exceed \$12,975,951.00.

SECTION 2. The City Administrator is hereby authorized to execute the contract and all related documents, as approved to legal form by the Director of Law.

SECTION 3. The resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Date: 9/29/15
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-61-15
1st Reading: 10/05/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR 61-15

A RESOLUTION TO OPPOSE STATE ISSUE 3

WHEREAS, State Issue 3 on the November 3, 2015 ballot seeks to legalize marijuana in Ohio and grants monopoly rights for the commercial growth and distribution of marijuana in Ohio to a small pre-determined group who will profit exclusively from that ownership; and

WHEREAS, use of Ohio's Constitution to create a marijuana monopoly violates Ohio's tradition of free and open commerce and competition and is opposed by numerous business groups such as the Ohio Chamber of Commerce, Columbus Chamber of Commerce, Dayton Area Chamber of Commerce, Cincinnati USA Regional Chamber, Toledo Regional Chamber of Commerce, Ohio Business Roundtable, NFIB/Ohio and Ohio Manufacturers' Association; and

WHEREAS, excessively high marijuana possession limits provided in Issue 3 will facilitate sharp increases in marijuana usage in Ohio, and that marijuana will be readily available to underage Ohioans including high school and college students. Issue 3 is thus opposed by educational groups such as the Ohio School Boards Association Buckeye Association of School Administrators, Ohio Association of School Business Officials, Ohio Association of Secondary School Administrators, Ohio Chemistry Technology Council, and the Ohio High School Athletic Association; and

WHEREAS, Issue 3 allows for the sale of marijuana in forms such as candy, brownies and cookies that pose especially great temptation and danger to children and is thus opposed by medical groups such as Nationwide Children's Hospital, Ohio Children's Hospital Association, Ohio State Medical Association, Ohio Hospital Association, Ohio Nurses Association, Cincinnati Children's Hospital Medical Center, Columbus Medical Association, Ohio Chapter, and American Academy of Paediatrics; and

WHEREAS, Issue 3 is opposed by numerous law enforcement entities such as the Fraternal Order of Police of Ohio, Buckeye State Sheriffs' Association, National Organization of Black Law Enforcement, Ohio Association of Chiefs of Police, Ohio Chief Probation Officers Association, and Ohio Prosecuting Attorneys Association ; and

WHEREAS, Issue 3 restricts almost all zoning control by municipalities over the development, operation and retail sales of marijuana; and

WHEREAS, the Columbus Dispatch recently announced opposition to Issue 3.

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

SECTION 1. The City of Grove City, Ohio declares its opposition to State Issue 3 and urges its' residents and all Ohioans to vote NO.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Date: 9/29/15
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-62-15
1st Reading: 10/05/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR 62-15

A RESOLUTION TO ENDORSE ISSUE 14 AND ADAMH

WHEREAS, the Franklin County Commissioners have placed a five year, 2.2 mill renewal levy in support of ADAMH on the November 3, 2015 general election ballot; and

WHEREAS, the levy will provide much needed funding of the ADAMH safety net of care, so they can continue to fund services that help people help themselves; and

WHEREAS, the services provided by ADAMH and its network of 33 provider agencies touch nearly 100,000 Franklin County residents every year; and

WHEREAS, this levy is a renewal of the levy overwhelmingly approved by Franklin County residents in 2005 and will not increase property taxes for home owners.

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

SECTION 1. The City of Grove City, Ohio declares its endorsement for Issue 14 and ADAMH and urges its' residents to vote YES..

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this

Resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 09-15-15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No. : C-75-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-75-15

AN ORDINANCE TO VACATE A PORTION OF A SEWER EASEMENT BEHIND 5965 HOOVER ROAD

WHEREAS, the Kroger Company is expanding its store located in the Buckeye Grove Shopping Center on Hoover Road; and

WHEREAS, in conjunction with the expansion, it is necessary to move the existing sewer line and easement; and

WHEREAS, the Kroger Company has executed the new sewer easement, so the existing sewer easement may be vacated.

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

SECTION 1. The existing sewer easement depicted in Exhibit A and described in Exhibit B is hereby vacated.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

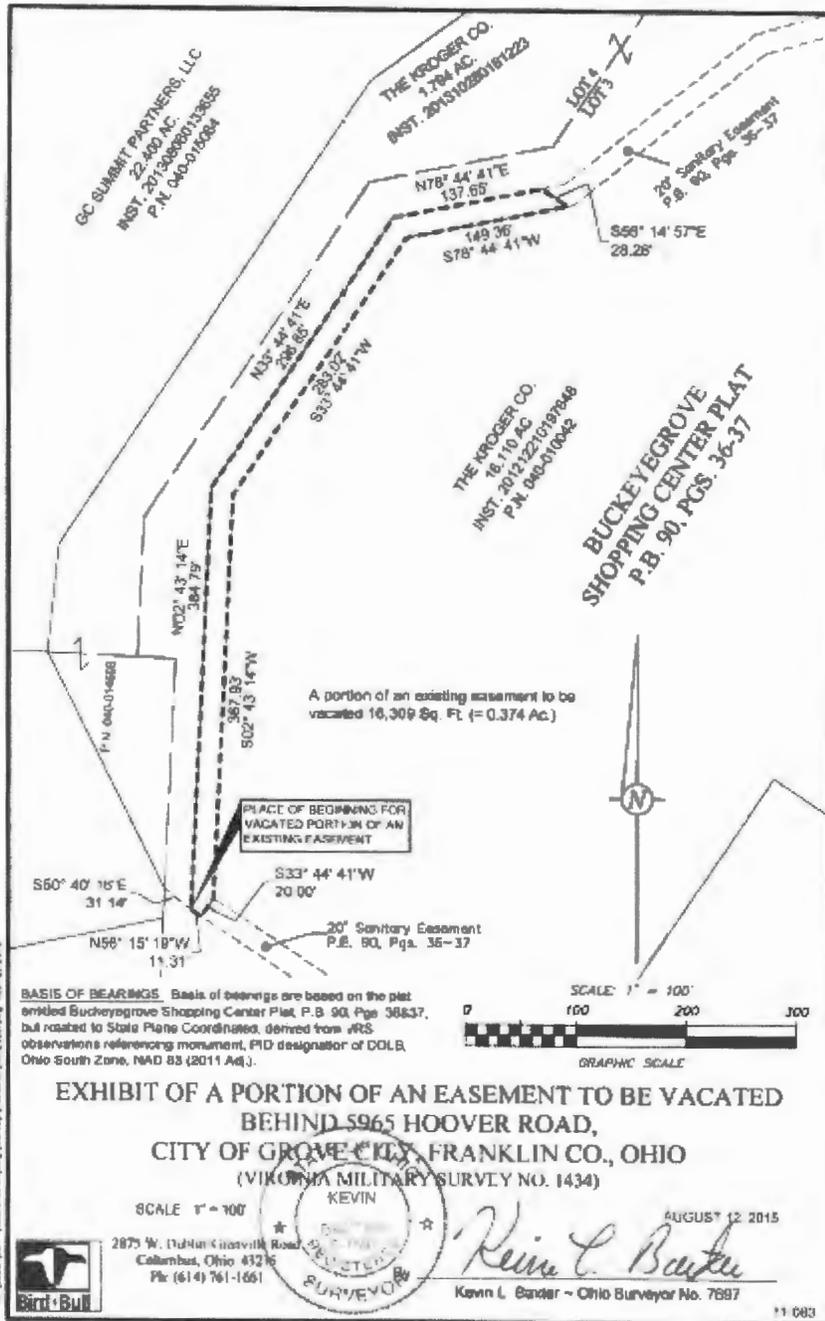
Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-75-15
Exhibit A



C-75-15
EXHIBIT B

August 12, 2015

**DESCRIPTION OF A PORTION OF AN EXISTING EASEMENT, TO BE VACATED
BEHIND 5965 HOOVER ROAD,
CITY OF GROVE CITY, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey No. 1434, and being a portion of an existing sanitary sewer easement running through Lot No. 3, both shown upon the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 and 37, all references to the Recorder's Office, Franklin County, Ohio, said portion of said easement to be vacated bounded and described as follows:

Beginning at a point within said Lot No. 3 and at a corner of said existing easement, said point being S 50° 40' 16" E a distance of 31.14 feet from a point at the south corner of a 1.794 acre tract of land conveyed, partially out of Lot No. 4 as shown upon said plat entitled Buckeye Grove Shopping Center Plat, to The Kroger Co., by deed of record in Instrument No. 201310280181223;

thence crossing said Lot No. 3 the following nine courses:

1. N 02° 43' 14" E and along a west line of said existing easement a distance of 384.79 feet to a point;
2. N 33° 44' 41" E and along a northwesterly line of said existing easement a distance of 296.85 feet to a point;
3. N 78° 44' 41" E and along a portion of a northerly line of said existing easement a distance of 137.65 feet to a point;
4. S 56° 14' 57" E and crossing said existing easement a distance of 28.28 feet to a point in a southerly line of said existing easement;
5. S 78° 44' 41" W and along a portion of southerly line of said existing easement a distance of 149.36 feet to a point;
6. S 33° 44' 41" W and along a southerly line of said existing easement a distance of 283.02 feet to a point;
7. S 02° 43' 14" W and along an east line of said existing easement a distance of 367.93 feet to a point;
8. S 33° 44' 41" W and crossing said existing easement a distance of 20.09 feet to a point in a southwesterly line of said existing easement;
9. N 56° 15' 19" W and along a portion of a southwesterly line of said existing easement a distance of 11.31 feet to the place of beginning;

containing 16,309 square feet (= 0.374 acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey of said Lot No. 3 in January, 2012. Basis of bearings are based on the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 & 37, but rotated to State Plane Coordinates, derived from VRS observations referencing monument PID designation COLB, Ohio South Zone, NAD 83 (2011 Adjustment).

Kevin L. Baxter 8/12/15
Kevin L. Baxter,
Ohio Surveyor #7697



Exhibit A

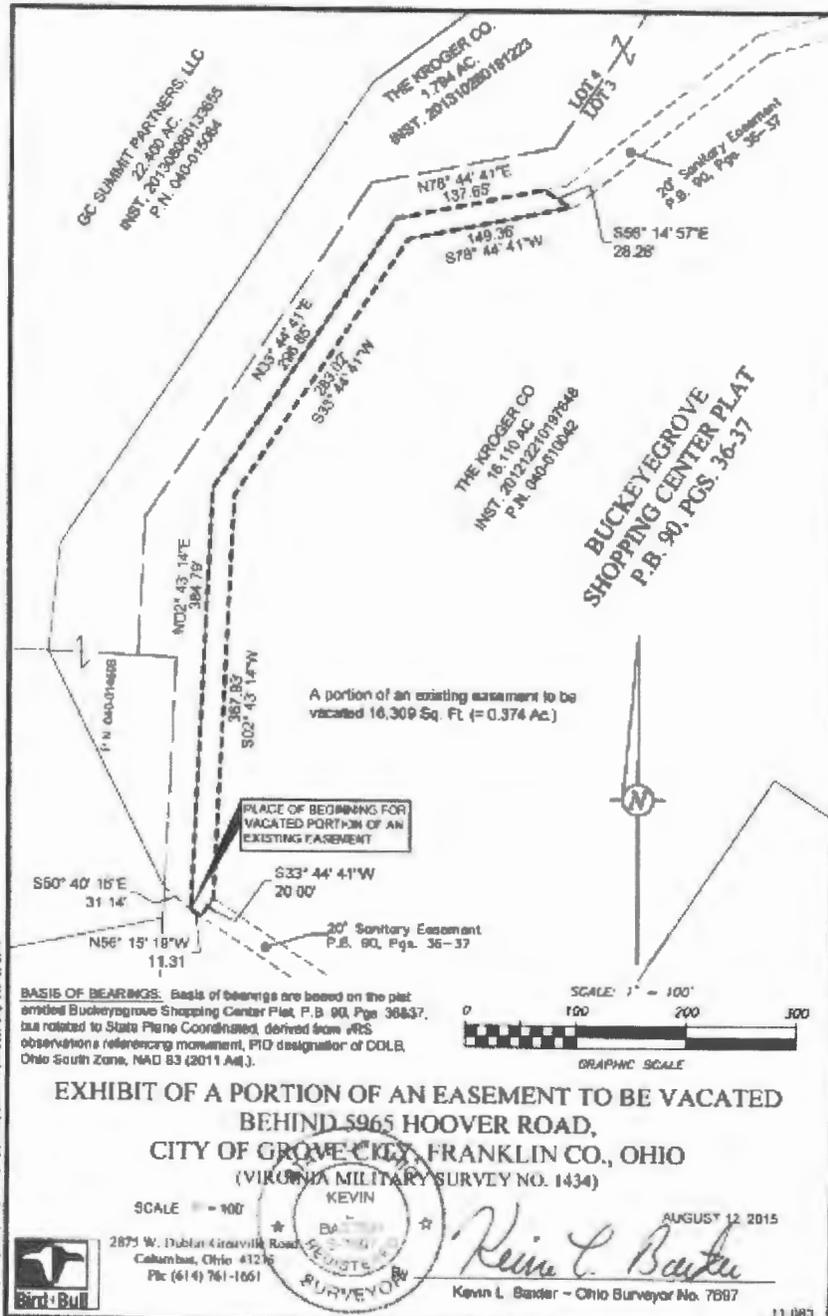


EXHIBIT B

August 12, 2015

DESCRIPTION OF A PORTION OF AN EXISTING EASEMENT, TO BE VACATED BEHIND 5965 HOOVER ROAD, CITY OF GROVE CITY, FRANKLIN CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Grove City, in Virginia Military Survey No. 1434, and being a portion of an existing sanitary sewer easement running through Lot No. 3, both shown upon the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 and 37, all references to the Recorder's Office, Franklin County, Ohio, said portion of said easement to be vacated bounded and described as follows:

Beginning at a point within said Lot No. 3 and at a corner of said existing easement, said point being S 50° 40' 16" E a distance of 31.14 feet from a point at the south corner of a 1.794 acre tract of land conveyed, partially out of Lot No. 4 as shown upon said plat entitled Buckeye Grove Shopping Center Plat, to The Kroger Co., by deed of record in Instrument No. 201310200181223;

thence crossing said Lot No. 3 the following nine courses:

1. N 02° 43' 14" E and along a west line of said existing easement a distance of 384.79 feet to a point;
2. N 33° 44' 41" E and along a northwesterly line of said existing easement a distance of 296.85 feet to a point;
3. N 78° 44' 41" E and along a portion of a northerly line of said existing easement a distance of 137.65 feet to a point;
4. S 36° 14' 57" E and crossing said existing easement a distance of 28.28 feet to a point in a southerly line of said existing easement;
5. S 78° 44' 41" W and along a portion of southerly line of said existing easement a distance of 149.36 feet to a point;
6. S 33° 44' 41" W and along a southerly line of said existing easement a distance of 283.02 feet to a point;
7. S 02° 43' 14" W and along an east line of said existing easement a distance of 367.93 feet to a point;
8. S 33° 44' 41" W and crossing said existing easement a distance of 20.09 feet to a point in a southwesterly line of said existing easement;
9. N 56° 15' 19" W and along a portion of a southwesterly line of said existing easement a distance of 11.31 feet to the place of beginning;

containing 16,309 square feet (= 0.374 acre) of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey of said Lot No. 3 in January, 2012. Basis of bearings are based on the plat entitled Buckeye Grove Shopping Center Plat, of record in Plat Book 90, Pages 36 & 37, but related to State Plane Coordinates, derived from VRS observations referencing monument PID designation COLB, Ohio South Zone, NAD 83 (2011 Adjustment).

Kevin L. Baxter 8/12/15

Kevin L. Baxter,
Ohio Surveyor #7697

Page



083/Vac-San_Easr.doc

Date: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-76-15
1st Reading: 09/21/15
Public Notice: 9/24/15
2nd Reading: 10/05/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-76-15

AN ORDINANCE TO ACCEPT THE PLAT OF PINNACLE CLUB, SECTION 2, PHASE 9

WHEREAS, Pinnacle Club, Section 2, Phase 9, a subdivision containing lots 979 to 1033 inclusive, and areas designated as Reserves "CCC", "DDD", "EEE", "FFF", and "GGG", has been submitted to Council for their consideration.

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

SECTION 1. The Plat of Pinnacle Club, Section 2, Phase 9, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 6840, containing 13.714 acres of land, more or less. Said 13.714 acres being part of those tracts of land conveyed to M/I Homes of Central Ohio, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

SECTION 3. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-77-15
1st Reading: 09/21/15
Public Notice: 09/24/15
2nd Reading: 10/05/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-77-15

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 16.45+ ACRES LOCATED AT 3655 ORDERS ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 16.45+ acres, more or less, in Jackson Township was duly filed by Joseph D. & Marcia L. Brown; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on June 30, 2015; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 14, 2015.

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

SECTION 1. The proposed annexation, as applied for in the petition of Joseph D. & Marcia L. Brown being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on May 26, 2015 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on June 30, 2015, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1383 and 1434. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be PUD-R, as approved by Ord. C-47-15, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

C-77-15

RECEIVED

MAY 26 2015

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

RECEIVED

MAY 26 2015

ANN-EXP 15-15
Franklin County Planning Department
Franklin County, Ohio
LEGAL DESCRIPTION

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By BB Date 5/26/15

FOR ANNEXATION TO THE CITY OF GROVE CITY
16.451 ACRES

Exhibit A

Situated in the State of Ohio, County of Franklin, Township of Jackson, lying in Survey Numbers 1383 and 1434 of the Virginia Military District and being more fully described as follows:

COMMENCING, FOR REFERENCE, at Franklin County Geodetic Survey monument number 2018 found at the intersection of the centerline of Orders Road (right of way width varies) and the centerline of Haughn Road (right of way width varies) being also the northeasterly corner of the 0.896 acre tract conveyed to the Franklin County Commissioners by deed of record in Instrument Number 200408170192072 and the northwesterly corner of the 0.727 acre tract conveyed to Dorothy A. Miller by deed of record in Instrument Number 201303220048045;

thence, South 02° 36' 56" West, 750.00 feet, along the centerline of Haughn Road, the easterly line of the 0.896 acre tract, the westerly line of the 0.727 acre tract, the westerly line of the 0.460 acre tract conveyed to Betty D. Gardner by deed of record in Official Record 5102 E09 and the westerly line of the 4.422 acre tract conveyed to Rebecca L. Absten and Michael J. Absten by deed of record in Instrument Number 200406090133243, to the southeasterly corner of the 0.896 acre tract and a northeasterly corner of the 15.974 acre tract conveyed to Joseph D. Brown and Marcia L. Brown by deed of record in Instrument Number 201504220051137 and being the **PRINCIPAL PLACE OF BEGINNING;**

thence, continuing South 02° 36' 56" West, 254.58 feet, along the centerline of Haughn Road and the easterly line of the Brown 15.974 acre tract, to the southeasterly corner of the latter;

thence, North 82° 23' 04" West, 810.50 feet, along the southerly line of the Brown 15.974 acre tract, to the southwesterly corner of same;

thence, North 02° 36' 56" East, 889.58 feet, along the westerly line of the Brown 15.974 acre tract, to the northwesterly corner of same and being also in the southerly line of the 2.250 acre tract (South right of way line of Orders Road) conveyed to the City of Grove City, Ohio by deed of record in Instrument Number 201410310144844;

thence, South 86° 59' 05" East, 172.94 feet, along the southerly line of the 2.250 acre tract (South right of way line of Orders Road) and the northerly line of the Brown 15.974 acre tract, to the intersection of same with the southerly projected west line of the 0.580 acre tract conveyed to Sean P. Adams by deed of record in Instrument Number 201209200140810;

thence, North 03° 00' 55" East, 80.00 feet, along the southerly projected west line of the 0.580 acre tract, to the intersection of same with the northerly right of way line of Orders Road

and the Corporation Line of the City of Grove City by Ordinance C-29-02 recorded in Instrument Number 200204260105091;

thence, South 86° 59' 05" East, 259.96 feet, along the northerly right of way line of Orders Road and the Corporation Line of the City of Grove City, to the intersection of same with the easterly line of the 1.4635 acre tract conveyed to Kyle S. Dupler and Mary J. Dupler by deed of record in Instrument Number 199111001015232, crossing at 109.96 feet, the east line of the Adams 0.580 acre tract and the west line of the Dupler 1.4635 acre tract;

thence, South 02° 56' 45" West, 80.00 feet, along the southerly projected east line of the Dupler 1.4635 acre tract, to the intersection of same with the southerly line of City 2.250 acre tract (South right of way line of Orders Road), and the northerly line of the Brown 15.974 acre tract;

thence, South 86° 59' 05" East, 218.50 feet, along the southerly line of the 2.250 acre tract (South right of way line of Orders Road) and the northerly line of the Brown 15.974 acre tract, to a point;

thence, South 26° 06' 28" East, 114.30 feet, along a southwesterly line of the 2.250 acre tract (Westerly right of way line of Haughn Road) and a northeasterly line of the Brown 15.974 acre tract, to a point ;

thence, South 09° 55' 41" East, 234.82 feet, along a southwesterly line of the 2.250 acre tract (Westerly right of way line of Haughn Road) and a northeasterly line of the Brown tract, to the intersection of same with the westerly line of the Franklin County Commissioners 0.896 acre tract;

thence, South 02° 36' 56" West, 371.64 feet, along the westerly line of the 0.896 acre tract (Westerly right of way line of Haughn Road) and an easterly line of the Brown tract, to the southwesterly corner of the 0.896 acre tract;

thence, South 87° 23' 04" East, 50.00 feet, along the southerly line of the 0.896 acre tract and a northerly line of the Brown tract, to the Principal Place of Beginning.

Containing 16.451 acres more or less being annexed to the City of Grove City, Ohio.

The bearings shown on this survey are based on NAD 83, GEOID 2003, Ohio South Zone, ODOT VRS CORS Network and verified by field traverse utilizing and referencing the Franklin County Engineering Department monuments FCGS 5623, FCGS 2018, FCGS 2017 and L21. The bearing of South 02° 36' 56" East between monuments FCGS 2018 and FCGS 2017 was utilized as the "basis of bearings" for this survey.

This annexation plat and description was prepared using documents of record, prior plats of survey and observed evidence located by an actual field survey during the month of February 2015 performed under the direct supervision of Steven E. Bowersox, Ohio Professional Surveyor number 7059.

CHOICE ONE ENGINEERING

Steven E Bowersox

Steven E Bowersox
Professional Surveyor No 7059

5/22/2015
Date



ANNEXATION OF 16.451 ACRES
FROM JACKSON TOWNSHIP TO CITY OF GROVE CITY
 BEING SITUATE IN VIRGINIA MILITARY
 SURVEYS 1383 AND 1434,
 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN,
 STATE OF OHIO

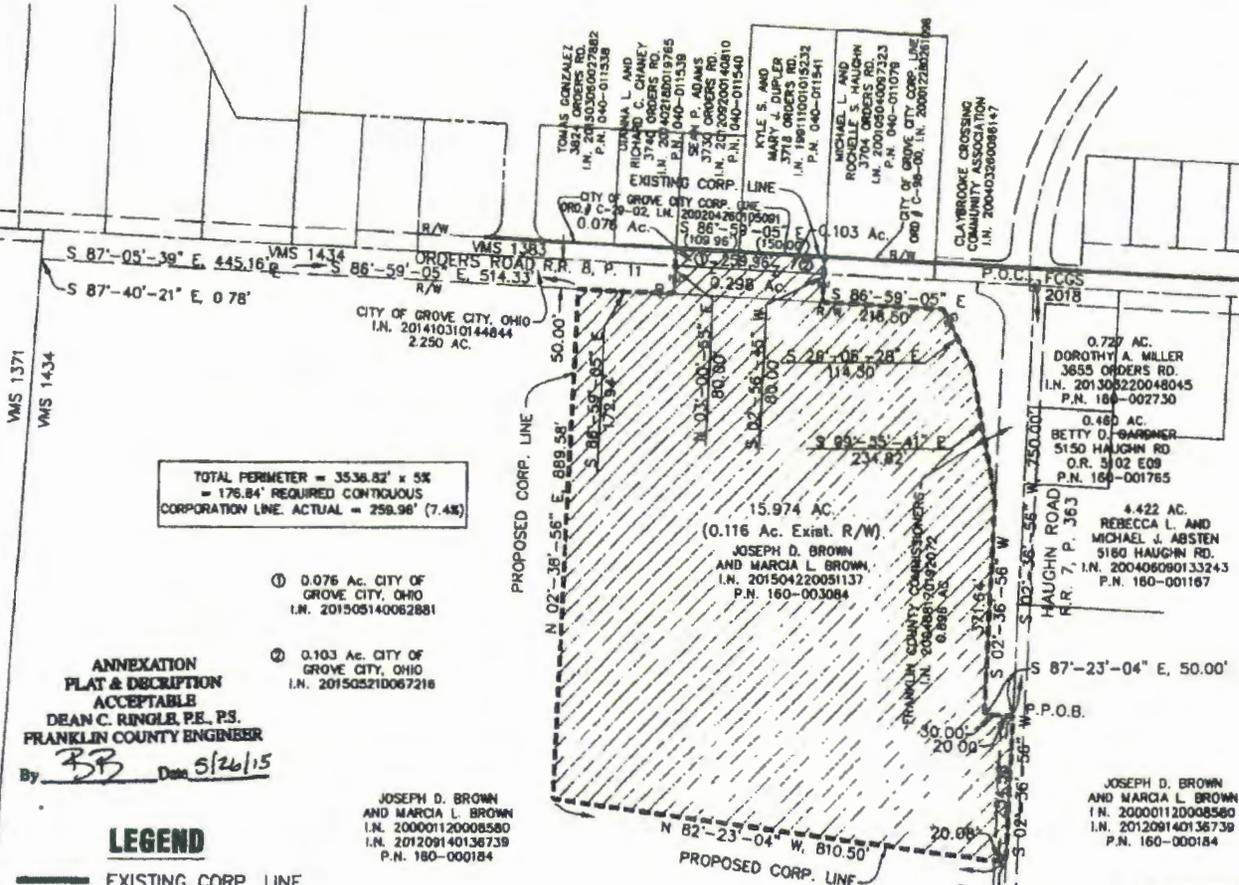
RECEIVED

MAY 28 2015

Franklin County Engineer
 Dean C. Ringle, P.E., P.S.

The bearings shown on this plot are based on NAD 83, GEOID 2003, Ohio South Zone, ODOT VRS CORS Network and verified by field traverse utilizing and referencing the Franklin County Engineering Department monuments FCGS 5623, FCGS 2018, FCGS 2017 and L21. The bearing of South 02° 36' 56" East between monuments FCGS 2018 and FCGS 2017 was utilized as the "basis of bearings" for this plot.

SCALE: 1"=200'



TOTAL PERIMETER = 3536.82' x 5%
 = 176.84' REQUIRED CONTIGUOUS
 CORPORATION LINE. ACTUAL = 259.96' (7.4%)

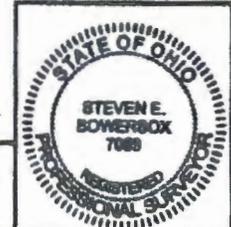
- ① 0.076 Ac. CITY OF GROVE CITY, OHIO I.N. 201505140082881
- ② 0.103 Ac. CITY OF GROVE CITY, OHIO I.N. 201505210067218

ANNEXATION PLAT & DESCRIPTION ACCEPTABLE
 DEAN C. RINGLE, P.E., P.S.
 FRANKLIN COUNTY ENGINEER
 By SR Date 5/26/15

LEGEND
 ——— EXISTING CORP. LINE
 - - - - - PROPOSED CORP. LINE

NOTE:
 THIS ANNEXATION DOES NOT CREATE ISLANDS OF UNINCORPORATED AREA WITHIN THE LIMITS OF THE AREA TO BE ANNEXED.

Steven E. Bowersox
 STEVEN E. BOWERSOX, P.S. #7059
 5/22/2015
 DATE



CHOICE ONE ENGINEERING
 440 E. HOEWISHER ROAD, SIDNEY, OHIO 45365 (937) 492-0200
 203 W. LOWLAND AVENUE, LONELAND, OHIO 45140 (513) 239-8554
 www.choiceoneengineering.com

DATE:	05-22-2015
DRAWN BY:	seb
JOB NUMBER:	FRA-GCI-1403
SHEET NUMBER:	1 OF 1

CR-32-15

C-77-15

Date: 09/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-55-15
1st Reading: 09/21/15 *Postpone*
Public Notice: _____ *to 10-5-15*
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-55-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR STORY POINT LOCATED AT 3655 ORDERS ROAD

WHEREAS, on September 08, 2015, the Planning Commission recommended approval of the Development Plan for Story Point, with the following deviations and stipulations:

1. Deviations to the Zoning Text for the site shall be granted to permit the southern building setback to be reduced by 8' and the southern parking setback to be reduced by 1';
2. A Bike Path shall be installed along Haughn Road to connect to the Orders Road bike path
3. The 0.505 acres at the southeast corner of the site shall be dedicated to the City for right-of-way prior to site improvement plan approval;
4. Lighting fixture type CL4 shall be removed from the photometric plan (sheet ES01);
5. The Orders Road exit shall be right-turn only.

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

SECTION 1. This Council hereby approves the Development Plan for Story Point, contingent upon the deviations and stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

Date: 9/29/15
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-63-15
1st Reading: 10/05/15
Public Notice: 0 / /15
2nd Reading: 0 / /15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-63-15

A RESOLUTION APPROVING THE CONSTRUCTION OF THE SHELTER HOUSE FOR THE DREAM FIELD AT WINDSOR PARK AND WAIVING THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES

WHEREAS, on June 16, 2014 this Council enacted Resolution CR-30-14 which authorized a waiver of competitive bidding for the construction of a "Dream Field" for children of special needs at Windsor Park; and

WHEREAS, on May 18, 2015 this Council enacted Resolution CR-28-15 which authorized an amended waiver of competitive bidding for the construction of additional projects associated with the "Dream Field" at Windsor Park; and

WHEREAS, following those approvals, the Little League Board has proposed building a shelter house that was not included in either of the previous waivers; and

WHEREAS, the shelter house will become the property of the City and the cost exceeds the City's competitive bidding threshold.

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

SECTION 1. Council hereby approves the design of the shelter house as set forth in Exhibit "A" and wishes to thank the Little League Board for its generous donation.

SECTION 2. The provisions of Section 139.05 of the Codified Ordinances are hereby waived for the construction of a shelter house at the "Dream Field" as such a waiver in the best interests of the City.

SECTION 3. The resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

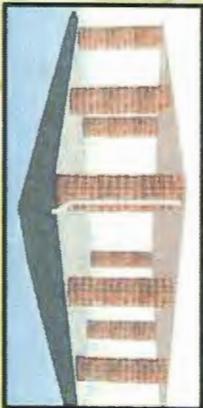
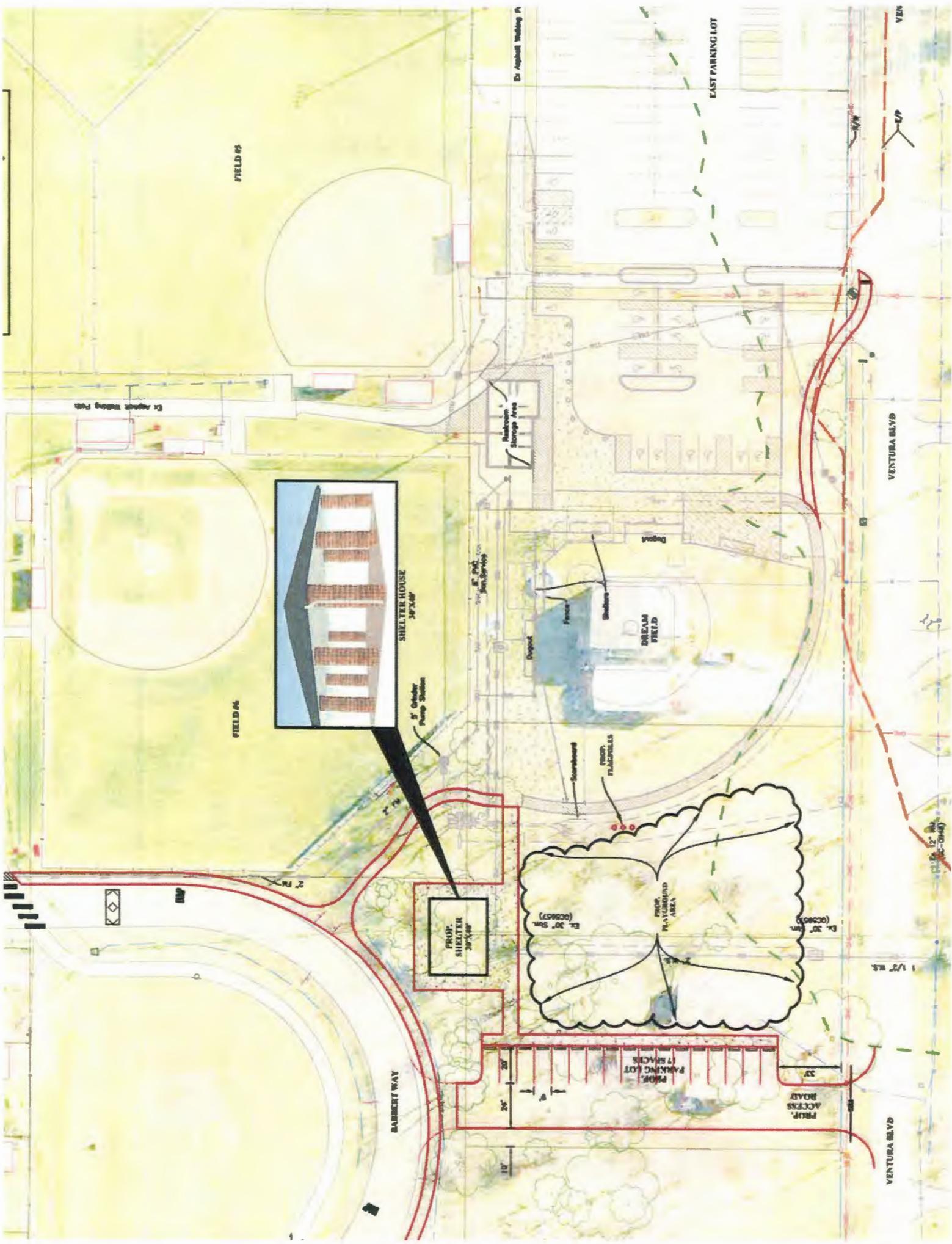
Attest:

Tami K. Keely, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law

CE-6415



SHELTER HOUSE
30' x 40'

5' Outdoor
Pump Station

PROP.
SHELTER
30' x 40'

PROP. PLAYGROUND AREA
EX. 30' x 50'
(008657)

PROP.
PARKING LOT
17 SPACES

PROP.
ACCESS
ROAD

VENTURA BLVD

VENTURA BLVD

EAST PARKING LOT

VEN

1 1/2' W.S.

Di Asphalt Walking Path

Di Asphalt Walking Path

Di Asphalt Walking Path

FIELD #5

FIELD #4

BARKBET WAY

Di Asphalt Walking Path

Dropout

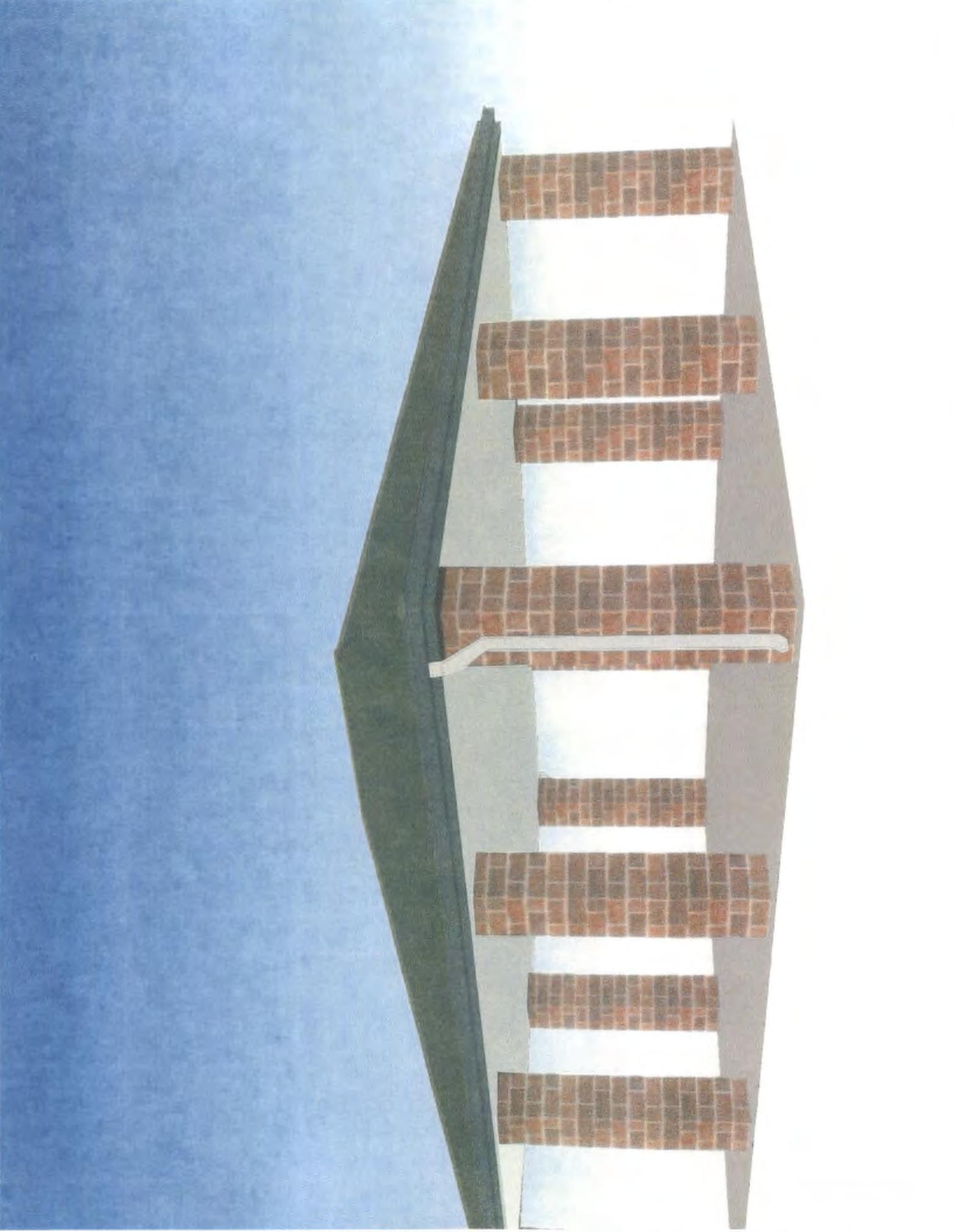
Storage Area

Bicycle Storage Area

Shrubbery

PROP. PLANTINGS

CE-63-15



Date: 09/29/15
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-64-15
1st Reading: 10/05/2015
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-64-15

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 51.683 ACRES LOCATED AT 1421 BORROR ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 51.683+ acres located at 1421 Borrор Road, in Jackson Township to the City of Grove City and signed by Diane S. Peurach & Timothy J. Christian, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

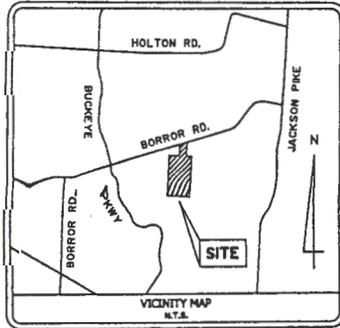
WHEREAS, Section 709.031 of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 51.683+ acres located at 1421 Borrор Road, proposed for annexation by Diane S. Peurach & Timothy J. Christian, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.



ANNEXATION PLAT
PROPOSED ANNEXATION OF 51.683 ACRES
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
PART OF VIRGINIA MILITARY SURVEY 6115
PART OF LOT 6 OF HOFFMAN LANDS
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 DEAN C. RINGLE, P.E., P.S.
 FRANKLIN COUNTY ENGINEER

By BB Date 9/10/15



0 250'
 SCALE: 1"=250'

LEGEND

- EXISTING CITY OF GROVE CITY CORPORATION LINE
Ordinance No. C-70-75
Official Record 165-584
- PROPOSED CITY OF GROVE CITY CORPORATION LINE
- AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY ID 1421
 BORROR RD. GROVE CITY, OHIO 13123

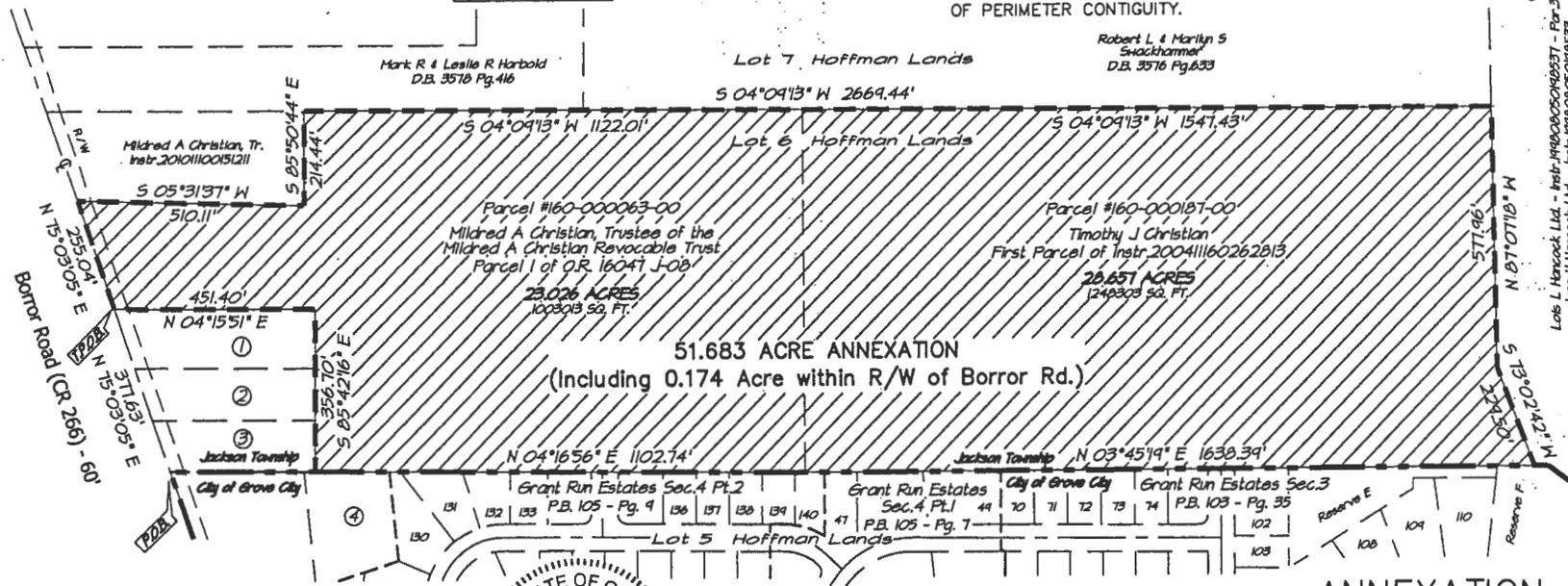
THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 8006'±. OF WHICH 2741'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 34.2% OF PERIMETER CONTIGUITY.

RECEIVED

SEP 18 2015

Franklin County Engineer
 Dean C. Ringle, P.E., P.S.



Matthew L. Campbell
 MATTHEW L. CAMPBELL
 CAMPBELL & ASSOCIATES, INC.
 REG. NO. 8546
 DATE 9/18/15

- ① Mildred A. Christian, Tr.
Instr. 20101100151228
- ② David & Kayla Spellman
Instr. 200204200235280
- ③ Joseph J. Parsley
Ann Marie Garland
Instr. 201410070132556
- ④ Michael H. & Nancy L. Gostzyla
Instr. 200306270196007

ANNEXATION PLAT



JOB NO. C0130502
 CAMPBELL &
 ASSOCIATES, INC.
 Land Surveyors

77 E Wilson Bridge Rd, Suite 205 Worthington, Ohio 43085 (614) 785-9342

09/18/15