

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

Oct. 07, 2013

6:30 Caucus

7:00 – Reg. Meet.

PRESENTATION:

FINANCE: Mr. Bennett

Ordinance C-67-13 Authorize the purchase and Appropriate \$127,000.00 from the General Fund for 3465 Grove City Road and related expenses. Second reading and public hearing.

SAFETY: Mr. Davis

Ordinance C-70-13 Authorize the Charitable Solicitations Board to Issue a Permit to the Ohio Newsboys Association, Inc. per Section 371.06(b)(2) of the Codified Ordinances. First reading.

SERVICE: Ms. Albright

Resolution CR-47-13 Intent to Appropriate a Fee Simple Interest in 0.188+ acres from Stanley M. and Marjorie S. Eakin, for the Improvements to the intersection at Demorest Road and Southwest Blvd.

LANDS: Ms. Klemack-McGraw

Ordinance C-68-13 Accept the Annexation of 0.505+ acres located at 2416 White Road in Jackson Township to the City of Grove City. Second reading and public hearing.

ON FILE: Minutes of Sept. 16, Regular Council Meetings

Sept 23 Minutes of BZA

Date: 09/11/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-67-13
1st Reading: 09/16/13
Public Notice: 09/18/13
2nd Reading: 10/07/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-67-13

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF AND APPROPRIATE \$127,000.00 FROM THE GENERAL FUND FOR 3465 GROVE CITY ROAD AND RELATED EXPENSES

WHEREAS, the property located at 3465 Grove City Road, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000009-00, is located in the Town Center Area; and

WHEREAS, the acquisition of this Property will assist the City in moving forward with the redevelopment of the Town Center Area.

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 the property located at 3465 Grove City Road as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated \$127,000.00 from the unappropriated monies of the General Fund to account #100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. 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

C-67-13
EXHIBIT A

This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the use of their members only.

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The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".

Mike Laemmle
Agent
Keller Williams Classic Prop
Company
3903 Broadway
Address
Grove City OH 43123
City State Zip

**REAL ESTATE
PURCHASE CONTRACT**



It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: 08/30/2013

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of Franklin, Tax parcel no(s). 040-000009-00 and further described as: 3465 Grove City Rd., Grove City OH 43123

1. Terms:

1.1 Purchase price shall be \$ 117,000
(One hundred seventeen thousand dollars)

1.2 Lender Pre-Approval:

Buyer shall deliver a written lender's pre-approval letter for said premises to the Seller and/or Seller's Broker within _____ (not applicable if the number of days is not inserted) calendar days after acceptance of this contract. The lender's pre-approval letter shall state that the Buyer's credit report has been reviewed and all information provided meets lender's guidelines necessary for approval, subject to an appraisal, standard qualifications, and final underwriting approval.

The Buyer's delivery of said lender's pre-approval letter is confirmation that the Buyer has made a loan application and that the loan terms are acceptable to the Buyer.

If the Buyer does not deliver the lender's pre-approval letter within the stated time period, Seller may terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker within five (5) calendar days following the stated time period and the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Failure of the Seller to timely deliver the written notice of termination constitutes a waiver of Seller's right to terminate pursuant to this provision.

1.3 Loan Commitment:

The Buyer's obligations are contingent upon the Buyer obtaining a (write in type of loan: Conventional, FHA, VA) CASH loan commitment within see addendum (not applicable if the number of days is not inserted) calendar days after acceptance of this contract. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. Within the stated time period, the Buyer shall deliver to the Seller and/or Seller's Broker a written notification from the Buyer's lender that the loan commitment has been obtained. The delivery of the written notification to the Seller and/or Seller's Broker that a loan commitment has been obtained shall satisfy this contingency.

If, at the expiration of the stated time period, the Buyer has not delivered the written notification referenced above, or has not waived this contingency in writing, this contract shall terminate and the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

This form is licensed for use to: Michael Laemmle

1.4 Attorney Approval Clause

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within _____ calendar days after acceptance hereof, (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 2 days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 2-day period. In the event of termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

1.5 Additional Terms and Conditions:

Contingent upon City Council final approval

2. Taxes and Assessments:

2.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

These adjustments shall be final, except for the following: (none if nothing inserted)

2.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) _____, Vol. _____, Page number _____ or Instrument number _____. (Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)

2.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements or which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

3. Fixtures and Equipment:

3.1 The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods and window coverings (excluding draperies and curtains); attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window

air conditioners, whether now in or on the premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following:

3.2 The following shall be excluded: (none if nothing inserted)

3.3 The following leased items shall be excluded: (none if nothing inserted)

4. Inspections And Tests:

4.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

4.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

4.3 **Specified Inspection Period:** Buyer shall have _____ (not applicable if the number of days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right and is strongly encouraged to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

- (a) Inspection or testing for radon
- (b) Inspection or testing for mold, and any other environmental test.
- (c) Inspection or testing for lead-based paint
- (d) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.
- (e) Inspection of the premises and all improvements, fixtures, and equipment.
- (f) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator.
- (g) Inspection of the gas lines on the premises.
- (h) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present

exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

4.4 If the Buyer is **not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 4.3, then the Buyer may elect to proceed under one of the following provisions, 4.4(a) or 4.4(b):

4.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have _____ calendar days, **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 4.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

4.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 4.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 4.4(a) OR 4.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

5. Warranties:

5.1 Home Maintenance Plan: The Seller, at the Seller's expense not to exceed \$ _____, shall provide a home maintenance plan from _____ (not applicable if plan name not inserted). The Broker may receive compensation in connection with the sale of the home maintenance plan.

5.2 Gas Line Warranty: The Seller at the Seller's expense not to exceed \$ _____ (not applicable if the dollar amount is not inserted) shall provide a gas line warranty from a gas line repair company. Seller may obtain the gas line warranty from a vendor of the Seller's choice, unless Buyer specifies a specific vendor hereafter: _____.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat. In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat. The title evidence shall be certified to within thirty (30) calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 7.1 above no later than fifteen (15) calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3. Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) ten (10) days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within thirty (30) calendar days, remedy or remove any such defect, lien, encumbrance,

easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in

termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off record title matters in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 Any fees, except any initial reserves or capital contributions, including but not limited to any processing, expedite, delivery, or statement fees by any owner's association (condominium or otherwise), management company, or civic association that are charged in connection with the sale or transfer of the premises shall be paid by the Seller at closing.

9. Damage or Destruction of Premises:

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller. If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed. The written notice shall be delivered within two (2) calendar days from the date of the discovery of the damage or destruction. The Buyer may
(a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the premises, or
(b) rescind the contract by giving written notice to Seller and/or Seller's Broker within ten (10) calendar days after the Seller and/or Seller's Broker has delivered written notice to the Buyer and/or Buyer's Broker of such damage or destruction and thereby release all parties from liability, in which event the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

9.2 Failure by the Buyer to so notify the Seller and/or Seller's Broker in writing within the ten (10) calendar days, shall constitute an election by the Buyer to proceed with the transaction.

9.3 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction, having the right to insurance proceeds, reimbursement for repairs, or rescind this contract, in which case the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

10. Earnest Money Deposit:

Broker acknowledges receipt of the sum of \$ _____
by cash or check (check # _____) which shall be held, deposited and disbursed pursuant to
paragraph 10.
Brokerage _____, By _____, Date _____

10.1 The Buyer has deposited with a Broker the sum receipted for in the Earnest Money Deposit box in paragraph 10.

10.2 If no contract shall have been entered into, then upon the Buyer's written request, the earnest money deposit shall be returned to the Buyer.

10.3 Upon acceptance of this contract by both parties in writing, the Broker shall deposit the earnest money deposit in its trust account.

10.4 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer rescinds this contract pursuant to paragraph 9.1(b), the earnest money deposit shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposit shall be paid to the Seller. In any event, subject to collection by the Broker's depository, the earnest money deposit is to be disbursed as follows:

- (a) The transaction closes and the Broker disburses the earnest money to the Buyer or to the closing or escrow agent to be applied to the purchase price.
- (b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money and the Broker acts pursuant to those instructions.
- (c) The Broker receives a copy of a final court order that specifies to whom the earnest money is to be awarded and the Broker acts pursuant to the court order.
- (d) The earnest money becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.
- (e) In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

10.5 The return or payment of the earnest money deposit shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

11. NOTICES TO THE PARTIES:

11.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

11.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

11.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) The date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

11.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

11.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

12. Miscellaneous:

12.1 The Buyer has been given the opportunity to examine the premises and in making this offer shall rely solely upon the Buyer's inspections and/or tests with reference to the condition, character, and size of the premises.

12.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in a writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in a writing signed by the party giving such notice.

12.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written

agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

12.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

12.5 Term Definition: The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different.

12.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail or email messages.

12.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13. Closing and Possession:

13.1 Closing: This contract shall be performed and this transaction closed on or before see addendum unless the parties agree in writing to an extension.

Buyer shall have the right to conduct a walk-through inspection of the premises within 48 (not applicable if the number of hours is not inserted) hours before the transaction closing. However, this shall impose no additional obligations to the Seller provided the premises are in the same condition as they were on the date of this contract, or as otherwise agreed.

13.2 Possession: Seller is entitled to possession through Closing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.3 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through 09/03/2013 at 5:00pm.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

Phone #: _____

Attorney: Stephen J Smith
Ofc. #: 614-580-0523
Fax #: _____
Email: sjsmith@fbtlaw.com

Attorney: _____
Ofc. #: _____
Fax #: _____
Email: _____

Broker: _____
Broker Number: _____
Ofc. #: _____
Fax #: _____
Address: _____

Broker: Keller Williams Classic Prop
Broker Number: 10383
Ofc. #: _____
Fax #: _____
Address: _____

Agent: _____
Agent File Number: _____
Phone #: _____
Alternate Phone #: _____
Fax #: _____
Email: _____

Agent: The Mike Laemmle Team
Agent File Number: 2003013288
Phone #: 614-594-0091
Alternate Phone #: _____
Fax #: 614-474-8522
Email: mllaemmle@yahoo.com

Date: 09/23/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Ms. Kelly
Approved: Char. Sol. Board
Emergency: 30 Days: X
Current Expense: _____

No. : C-70-13
1st Reading: 10/07/13
Public Notice: 10/10/13
2nd Reading: 10/21/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-70-13

AN ORDINANCE TO AUTHORIZE THE CHARITABLE SOLICITATIONS BOARD TO ISSUE A PERMIT TO THE OHIO NEWSBOYS ASSOCIATION, INC PER SECTION 371.06(b)(2) OF THE CODIFIED ORDINANCES

WHEREAS, The Ohio Newsboys Association, Inc. have submitted an application to solicit donations by standing in the intersections of: Broadway & Park St., Stringtown & Thistlewood, and Stringtown & Hoover Roads; and

WHEREAS, in accordance with Section 371.06(b)(2) the Legislative Authority may authorize the issuance of such a Charitable Solicitations Permit when the request involved standing on a highway; and

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

SECTION 1. The Charitable Solicitations Board is hereby authorized to issue a permit for the Ohio Newsboys Association, Inc. for December 14, 2013 from 8:00 a.m. to 3:00 p.m. at the intersections of Broadway & Park Street, Stringtown & Thistlewood, and Stringtown & Hoover Roads to solicit charitable donations while standing on these highways.

SECTION 2. The Ohio Newsboys Association, Inc. will meet with the Grove City Police Division prior to the event to discuss safety procedures.

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: 09/23/13
Introduced By: Ms. Albright
Committee: Service
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-47-13
1st Reading: 10/07/13
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-47-13

A RESOLUTION OF INTENT TO APPROPRIATE A FEE SIMPLE INTEREST IN 0.188 ACRES, MORE OR LESS, FROM STANLEY M. AND MARJORIE S. EAKIN, FOR THE IMPROVEMENTS TO THE INTERSECTION LOCATED AT DEMOREST ROAD AND SOUTHWEST BOULEVARD

WHEREAS, the City of Grove City is improving the intersection at Demorest Road and Southwest Boulevard as depicted in Exhibit "A"; and

WHEREAS, this Improvement will require the City to obtain a fee simple interest in 0.188 acres, more or less, in and to the property located at 2710 Demorest Road described in the attached Exhibit "B", located in Grove City, Jackson Township, County of Franklin, and State of Ohio.

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

SECTION 1. This Council hereby deems it necessary and declares its intention for the purpose of improving the intersection of Demorest Road and Southwest Boulevard, a fee simple interest in and to the property located at 2710 Demorest Road located in the City of Grove City, Jackson Township, Franklin County, Ohio, and more fully described in the legal description attached hereto as Exhibit "B". Said project is being completed pursuant to and in accordance with the Charter of the City of Grove City, Ohio and the Constitution and Laws of the State of Ohio.

SECTION 2. The City Administrator be and is hereby authorized to cause written notice of the passage of this resolution be given to the owners, persons in possession of, or having an interest of record in the above described premises and said notice shall be served according to law.

SECTION 3. This resolution 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

CR-47-13
EX. HIBIT B
0.188 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey Number 1388, and being part of that 1.214 acre tract conveyed to Stanley M. Eakin and Marjorie S. Eakin by deed of record in Instrument Number 200501200012300 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning for reference at Franklin County Geodetic Survey Monument 1236, found at the centerline intersection of Southwest Boulevard (width varies) and Demorest Road (width varies), in the westerly line of that 2.456 acre tract conveyed as Parcel No. 7 to the City of Grove City in Deed Book 3727, Page 452;

thence South 03° 14' 40" West, with the centerline of said Demorest Road, and with the westerly lines of said 2.456 acre tract, that 1.940 acre tract conveyed as Parcel No. 6 to the City of Grove City in Deed Book 3859, Page 640 and that 0.781 acre tract conveyed as Parcel No. 8 to the City of Grove City in Deed Book 3859, Page 640 a distance of 69.19 feet to a magnetic nail set at the common corner of said 1.214 and 0.781 acre tracts, being the TRUE POINT OF BEGINNING;

thence South 87° 07' 45" East, with a line common to said 1.214 and 0.781 acre tracts and partially with the southerly right-of-way line of said Southwest Boulevard a distance of 52.71 feet to an iron pin set;

thence across said 1.214 acre tract, the following courses and distances:

South 47° 52' 15" West, a distance of 25.21 feet to an iron pin set;

South 03° 14' 40" West, a distance of 212.17 feet to an iron pin set in the common line of said 1.214 acre tract and that 0.517 acre tract conveyed to Erma E. Pache by deed of record in Instrument Number 200101300018757;

thence North 87° 07' 45" West, with a line common to said 1.214 and 0.517 acre tracts a distance of 35.00 feet to a magnetic nail set at a common corner of said 1.214 and 0.517 acre tracts, in the centerline of said Demorest Road (reference Franklin County Geodetic Survey Monument 5131 found South 03° 14' 40" West a distance of 1452.29 feet, at an angle point in the centerline of said Demorest Road);

thence North 03° 14' 40" East, with the westerly line of said 1.214 acre tract and with the centerline of said Demorest Road a distance of 230.00 feet to the TRUE POINT OF BEGINNING containing 0.188 acre, more or less, of which 0.132 acre is located within the present right-of-way as occupied;

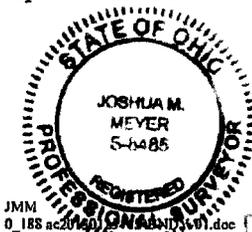
Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

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

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department Monuments "FCGS 0024 Reset" and "FCGS 5539". The portion of the centerline of Demorest Road, having a bearing of North 03° 14' 40" East, and monumented as described herein, 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 Joshua M. Meyer, Registered Surveyor Number 8485 in March 2013.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



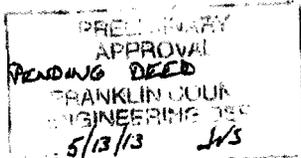
J. M. Meyer

5-13-2013

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM
0_188 ac 2/14/13 ON 188ND 1401.doc





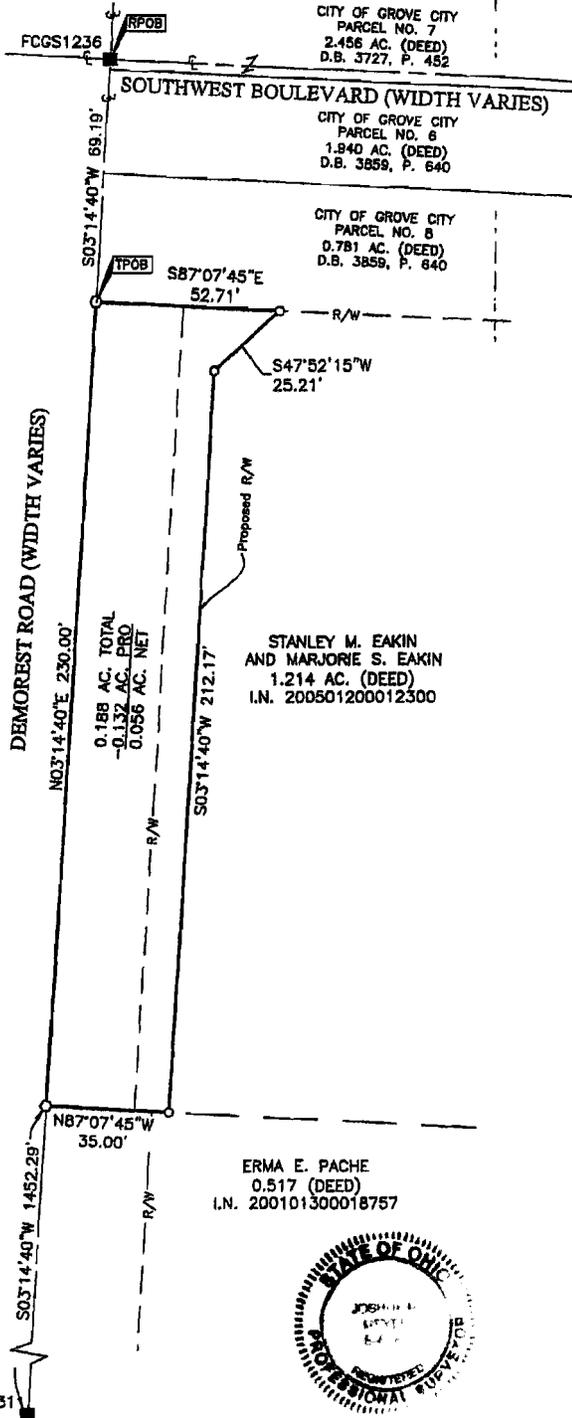
Evans, Mechwart, Hamilton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 4500 New Albany Road, Columbus, OH 43254
 Phone: 614.778.4200 Fax: 614.778.3448
 emht.com

SURVEY OF ACREAGE PARCEL
 VIRGINIA MILITARY SURVEY NO. 1388
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: May 13, 2013

Job No. 2013-0125

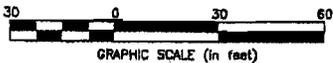
Scale: 1" = 30'



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

BASIS OF BEARINGS:
 Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2007). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department Monuments "FCGS 0024 Base" and "FCGS 5539". The portion of the centerline of Demorest Road, having a bearing of North 03° 14' 40" East, and monumented as shown hereon, is designated the "basis of bearing" for this survey.

- = STONE FND.
 - = MON. FND.
 - = I.P. FND.
 - = I.P. SET
 - = MAG. NAIL FND.
 - = MAG. NAIL SET
 - ▲ = R.R. SPK. FND.
 - ▲ = R.R. SPK. SET
 - = P.K. NAIL FND.
- I.P. Set are 13/16" I.D. Iron pipe with cap inscribed EMHT INC



By Joshua M. Meyer Date 5-13-2013
 Joshua M. Meyer
 Professional Surveyor No. 8485

Date: 09/11/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-68-13
1st Reading: 09/16/13
Public Notice: 09/19/13
2nd Reading: 10/07/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-68-13

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.505+ ACRES LOCATED AT 2416 WHITE ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.505+ acres, more or less, in Jackson Township was duly filed by John W. and Carrie M. Hall; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on July 09, 2013; 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 12, 2013.

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 John W & Carrie M. Hall being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on June 3, 2013 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on July 09, 2013, 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 a 101.96 acre tract deeded to Lewis E. Keller, et al by deed dated April 5, 1910 and recorded in Deed Book 508, Page 450. 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 SF-1, Single Family Residential, and shall be placed in Ward 4. 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

Passed:

C-68-13

EXHIBIT A

Situated in the State of Ohio, in the County of Franklin and in the Township of Jackson:

Being part of a 101.96 acre tract as deeded to Lewis E. Keller, et al by deed dated April 5, 1910 and recorded in Deed Book 508, Page 450, Franklin County, Ohio records. Beginning at a point in the center line of White Road which point is South 83 degrees 12' East, a distance of 585.10 feet measured along the center line of said White Road from the intersection of center lines of Hoover Road and said White Road. Thence North 5 degrees 30' East, along the East right-of-way of Kelnor Drive, a distance of 30.0 feet to the True Point of Beginning. Thence continuing North 5 degrees 30' East following the East right-of-way line of Kelnor Drive, a distance of 220.0 feet to an iron pin and being a point in the existing corporation line to the City of Grove City as established by Ordinance No. C15-79 (Misc. Vol. 171, Page 881), to the Southwest corner of Lot 44 of the Keller Farms Section 2 as recorded in Plat Book 64, Page 23, Franklin County Recorder's Office. Thence following said corporation line South 83 degrees 12' East, a distance of 100 feet to an iron pin at the Southeast corner of Lot 44. Thence South 5 degrees 30' West, a distance of 220.0 feet to a point in the North right-of-way line of White Road. Thence North 83 degrees 12' West a distance of 100 feet along the North right-of-way line of White Road to the place of beginning and containing .505 acres.

Being a part of Parcel No. 160-001588

The above description was prepared by Joseph W. Hull by using the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

