

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

October 19, 2015

6:30 Caucus

7:00 – Reg. Meet.

Presentations: Lifesharing Challenge Award

FINANCE: Mr. Bennett

- Ordinance C-78-15 Authorize the Purchase of Part of the property located at 3464 Park Street and Appropriate \$100,000.00 from the General Fund for Said Purchase and related expenses. First reading.
- Ordinance C-79-15 Authorize the Purchase of Part of the property located at 3468 Park Street and Appropriate \$200,000.00 from the General Fund for said purchase and related expenses. First reading.
- Ordinance C-80-15 Appropriate \$210,344.00 from the Debt Service Fund for the Current Expense of Debt Service Payments on the General Obligation Library Construction Bonds. First reading.
- Ordinance C-81-15 Authorize the City Administrator to enter into a Lease Agreement with South-Western City Schools for the Kingston School Building. First reading.
- Resolution CR-65-15 Accept the Amounts and Rates as determined by The Budget Commission and Authorizing the necessary Tax Levies and Certifying them to the County Auditor.
-

LANDS: Ms. Klemack-McGraw

- Ordinance C-82-15 Accept the Plat of The Woods at Pinnacle. First reading.
- Ordinance C-83-15 Approve a Special Use Permit for a Day Care for Daystarz Child Care Center located at 3323 Cleveland Ave. First reading.
- Ordinance C-84-15 Approve the Rezoning of 35+ acres located North of Orders Rd. and West of Haughn Road from SF-1 to PUD-R w/text. First reading.
- Resolution CR-66-15 Approve the Development Plan for Holton Park located North of Orders Rd. and West of Haughn Road.
- Resolution CR-67-15 Approve the Development Plan for Lamplighter Senior Village II located on Lamplighter Drive, North of White Road.
- Resolution CR-68-15 Eliminate the Pedestrian Promenade connecting the residential development and the new library as previously endorsed by Resolution CR-42-13.
-

ON FILE: Minutes of: 10/5/15 - Council Meeting; 10/6/15 - Plan. Comm.

Date: 10/14/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-78-15
1st Reading: 10/19/15
Public Notice: 10/22/15
2nd Reading: 11/02/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-78-15

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF PART OF THE PROPERTY
LOCATED AT 3464 PARK STREET AND APPROPRIATE \$100,000 FROM THE
GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

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

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

WHEREAS, the City would purchase a total of 0.114 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 property located at 3464 Park Street as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated \$100,000.00 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

Exhibit A
C-78-15

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of _____, 2015 (the "Effective Date"), by and between **William H. Lewis** ("Seller"), whose address is 3464 Park Street, Grove City, Ohio 43123, and **The City of Grove City, Ohio**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

A. Seller is the owner of a certain tract of real property located at 3464 Park Street, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000112, containing approximately .2149 acres. ("Parent Parcel").

B. Buyer desires to purchase from Seller a portion of the Parent Parcel containing a total of 0.114 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 Thousand Dollars (\$100,000), 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.

Buyer shall be entitled to possession upon Closing. Upon taking possession, Buyer shall assist Seller in moving the existing shed onto the Sellers remaining parcel.

8. Closing Date.

Buyer and Seller agree that the closing shall be handled by Valmer Title located in Grove City, Ohio. The purchase and sale of the Property shall be closed (the "Closing") at a date to be chosen by Seller between December 15, 2015 and January 15, 2016 (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

9. Adjustments at Closing.

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

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

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

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

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

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

- (iv) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

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

10. Warranties and Representation.

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

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

- (vi) Seller has not disposed of or stored any Hazardous Substances on the Property or any portion thereof in violation of any Environmental Laws, as hereinafter defined, and the 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. 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:

William H. Lewis

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.

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION OF 0.114 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 10 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158-159 conveyed to William E. Lewis by deed of record in Deed Book 2259, Page 364 and Instrument Number 200403290067159, and described as follows:

BEGINNING, FOR REFERENCE, at the southeasterly corner of said Lot 10, the southwesterly corner of Lot 9 as shown on said "Grants Subdivision" conveyed to Berkley J. Roach, Trustee of The Berkley J. Roach Revocable Trust, dated June 10, 1993 by deeds of record in Official Records 25316113 and 25316117, 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 9 and 10, 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 10, a distance of 45.00 feet, to an iron pin set in the westerly line thereof and the easterly line of Lot 11 as shown on said "Grants Subdivision" conveyed to George E. Love and Kathleen M. Love by deed of record in Deed Book 2990, Page 372;

thence North 34° 13' 19" East, with the line common to said Lots 10 and 11, a distance of 110.41 feet, to 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 southerly line of said Reserve "A" and the northerly line said Lot 10, a distance of 45.00 feet, to a 5/8 inch iron rebar found at the corner common to said Lots 9 and 10;

thence South 34° 13' 19" West, with the line common to said Lots 9 and 10, a distance of 110.41 feet, to the **TRUE POINT OF BEGINNING**, containing 0.114 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.

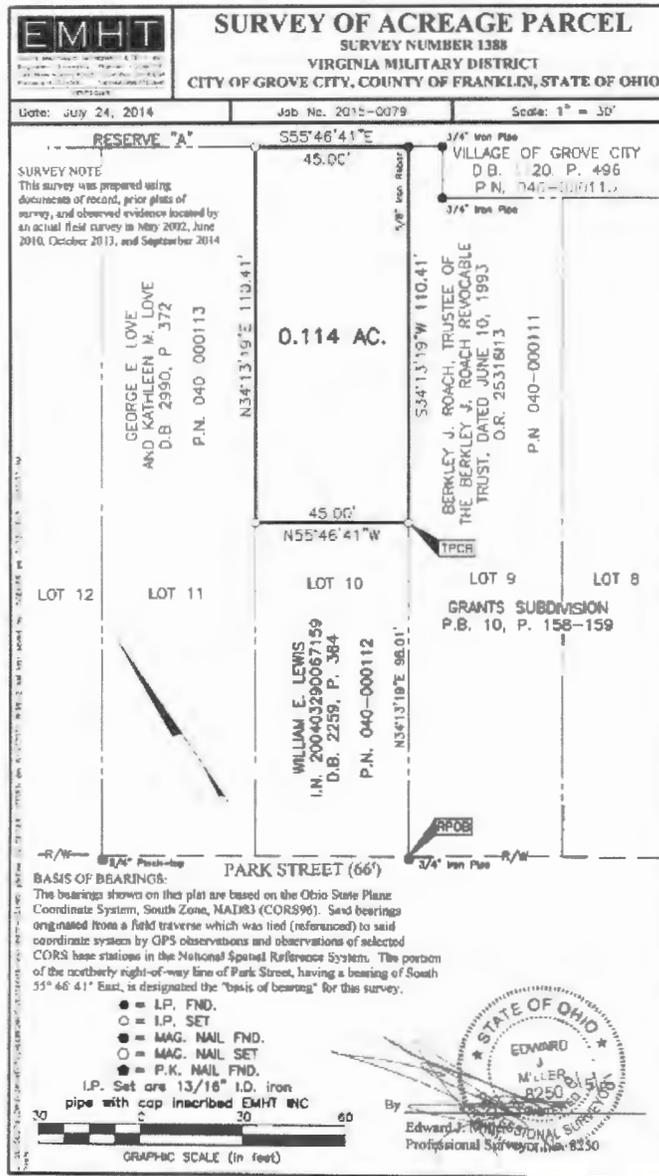
M-88
Split
110.41' Eastline
110.41' Westline
off of Northline
out of
EBM:eg
0_114 for 20150079 VS BNDV-03.doc
(040)
112



7/21/15
Date



EXHIBIT "B"
DEPICTION



Date: 10/14/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-79-15
1st Reading: 10/19/15
Public Notice: 10/22/15
2nd Reading: 11/02/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-79-15

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF THE PROPERTY
LOCATED AT 3468 PARK STREET AND APPROPRIATE \$200,000 FROM
THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

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

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

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

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

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

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

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

Ted A. Berry, President of Council

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

Exhibit A
C-79-15

REAL ESTATE PURCHASE AGREEMENT

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

Background Information

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

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

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

Statement of Agreement

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

1. Agreement.

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

2. Amount of Purchase Price.

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

3. Contingent Agreement.

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

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

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

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

4. Seller's Cooperation.

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

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

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

5. Title.

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

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

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

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

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

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

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

6. General Warranty Deed and Other Documents.

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

7. Possession.

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

8. Closing Date.

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

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

9. Adjustments at Closing.

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

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

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

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

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

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

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

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

10. Warranties and Representation.

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

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

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

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

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

11. Notice Procedure.

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

12. Miscellaneous.

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

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

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

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

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

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

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

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

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

SELLER:

George E. Love

Kathleen M. Love

BUYER:

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

By: _____

Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

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

EXHIBIT "A"
LEGAL DESCRIPTION

DESCRIPTION OF 0.114 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 11 as shown on the subdivision plat entitled "Grants Subdivision" of record in Plat Book 10, Pages 158-159 conveyed to George E. Love and Kathleen M. Love by deed of record in Deed Book 2990, Page 372, and described as follows:

BEGINNING, FOR REFERENCE, at an iron pin set at the southeasterly corner of said Lot 11, the southwesterly corner 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, 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 10 and 11, 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 11, a distance of 45.00 feet, to an iron pin set in the westerly line thereof and the easterly line of Lot 12 as shown on said "Grants Subdivision" conveyed to Garry L. Stephenson, Trustee of the Garry L. Stephenson Revocable Trust, Dated November 30, 2006 and Toni L. Vanhorn-Stephenson, Trustee of the Toni L. Vanhorn-Stephenson Revocable Trust, Dated November 30, 2006 by deed of record in Instrument Number 201005250064334;

thence North 34° 13' 19" East, with the line common to said Lots 11 and 12, a distance of 110.41 feet, to 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 southerly line of said Reserve "A" and the northerly line said Lot 11, a distance of 45.00 feet, to the corner common to said Lots 10 and 11;

thence South 34° 13' 19" West, with the line common to said Lots 10 and 11, a distance of 110.41 feet, to the **TRUE POINT OF BEGINNING**, containing 0.114 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 DNC.

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.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

M-88
Split
110.41' Eastline
110.41' Westline
off of Northline
out of
(0+0)
113

EMH:mg
0_114.ec 20130079 VS-BNDY-04.doc



Date

EXHIBIT "B" DEPICTION

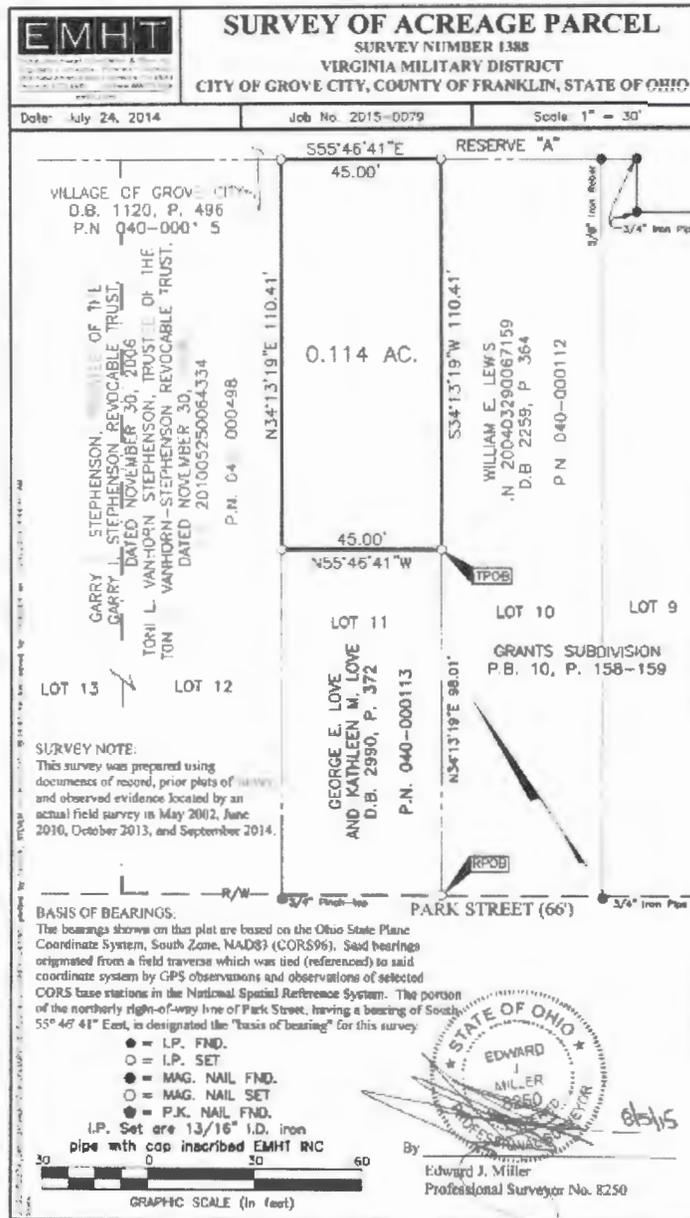


EXHIBIT "C"
LEASE AGREEMENT

LEASE AGREEMENT

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

WITNESSETH:

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

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

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

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property.
2. **DELIVERY OF PREMISES; USE.** Tenant shall continue in possession of the Property on the Closing Date, as defined in the Purchase Agreement, in its "as is" condition. Tenant shall be permitted to use the Property only for residential purposes. Tenant shall not sublet or assign the Property or any part thereof, without the prior written consent of Landlord.
3. **LEASE TERM.** The term of this Lease shall be for a period commencing on the Closing Date and continuing for a period of Thirty (30) days. The Lease Term shall automatically renew for additional Thirty (30) day periods unless and until: (i) Tenant, at her sole discretion, determines that they are unable to continue to occupy the property; (ii) Tenants death; or (iii) Tenant's voluntary abandonment of the Property.
4. **RENT.** During the Term, Tenant shall occupy the Property rent-free.
5. **REAL ESTATE TAXES.** Landlord shall be responsible for the payment of all real estate taxes assessed to the Premises during the Term.

6. MAINTENANCE, REPAIRS AND REPLACEMENTS.

- a. Landlord's Maintenance Obligations. Landlord shall be responsible for performing, at its sole cost and expense, any and all work necessary to maintain the Property in a good, clean and safe condition.
- b. Tenant's Maintenance Obligations. None.

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

- (a) Keep the Property safe and sanitary and a fit and habitable condition;
- (b) Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by Landlord;
- (c) Use and operate all electrical and plumbing fixtures properly;
- (d) Comply with the requirements under state and local housing, health and safety codes that are applicable to tenants;
- (e) Personally refrain, and forbid any other person who is on the Property with Tenant's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the Premises;
- (f) Repair all damages caused by Tenant or Tenant's guests, included without limitation all broken glass, doors or windows;
- (g) Not unreasonably withhold consent for Landlord or its agents or representatives to enter the Property.

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

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

10. INSURANCE.

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

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

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

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

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

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

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

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

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

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

LANDLORD:

TENANT:

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

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

George E. Love

Approved as to Form:

Kathleen M. Love

Stephen J. Smith
Law Director, City of Grove City

Date: 10/14/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No. : C-80-15
1st Reading: 10/19/15
Public Notice: 10/22/15
2nd Reading: 11/02/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-80-15

AN ORDINANCE TO APPROPRIATE \$210,344.00 FROM THE DEBT SERVICE FUND FOR THE CURRENT EXPENSE OF DEBT SERVICE PAYMENTS

WHEREAS, City Council approved Ordinance C-22-15 on April 20, 2015 to authorize the issuance and sale of bonds in the maximum amount of \$14,000,000 for the purpose of paying the costs of constructing a public library; and

WHEREAS, on July 2, 2015 the City issued General Obligation Library Construction Bonds in the amount of \$14,000,000; and

WHEREAS, the 2015 annual appropriation ordinance was enacted before the issuance of the bonds, and

WHEREAS, the first interest payment on the bonds is due December 1, 2015, and

WHEREAS, appropriation authority is necessary to pay debt service on the bonds.

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

SECTION 1. There is hereby appropriated \$210,344.00 from the unappropriated monies of the Debt Service Fund to account number 201000.582200 for current payment of debt service.

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: 10/14/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-81-15
1st Reading: 10/19/15
Public Notice: 10/22/15
2nd Reading: 11/02/15
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-81-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH SOUTH-WESTERN CITY SCHOOLS FOR THE KINGSTON SCHOOL BUILDING

WHEREAS, on January 7, 2013 Council authorized a long term agreement with South-Western City Schools to utilize the old Kingston School Building rent free in exchange for building improvements; and

WHEREAS, the Kingston Center now has a number of classrooms and activity spaces; and

WHEREAS, on September 21, 2015 Council authorized a waiver so that the City could move forward with improvements to the Kingston Center; and

WHEREAS, with these improvements, the lease would be extended for a period of Ten (10) years.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the multi-year Lease agreement with South-Western City Schools as set forth in Exhibit A.

SECTION 2. 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:
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

C-81-15
Exhibit A
LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into on this the 1st day of January, 2016 ("Effective Date"), by and between South-Western City School District Board of Education ("Landlord"), whose address is 3805 Marlane Drive, Grove City, Ohio 43123 and The City of Grove City, Ohio an Ohio municipal corporation ("Tenant"), whose address is 4035 Broadway, Grove City, Ohio 43123.

In consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the property located at 3226 Kingston Avenue, Grove City, Ohio 43123 ("Premises"). During the term of this Lease, the Premises shall be utilized fully by Tenant except that Landlord reserves the right to utilize a portion of the Premises for school operations.

2. LEASE TERM. The term of this Lease shall be for one hundred and twenty (120) months (the "Initial Lease Term"), commencing on the Effective Date and terminating on the last day of the last full month of the Initial Lease Term.

3. RENT. So long as Tenant continuously occupies the Premises for any public purpose and for no other purpose during the Lease Term, Tenant shall not be required to pay any rent for the Premises. Tenant shall comply with all applicable laws and regulations in connection with its use of the Premises.

4. FIRST RIGHT OF REFUSAL

During the term of the lease and to the extent permitted under Chapter 3313 of the Ohio Revised Code, Landlord shall offer Tenant first right of refusal to purchase or exchange for the Premises in the event that Landlord no longer is using the Premises for school purposes.

5. MAINTENANCE, REPAIRS, IMPROVEMENTS AND REPLACEMENTS.

Except as set forth herein, any costs for the repair, maintenance or replacement of any portion of the Premises, shall be mutually agreed to by the Landlord and Tenant including, but not limited to the roof, exterior walls and any structural components of the Premises, the HVAC, plumbing, sewage,

sprinkler and other utility lines to the Premises (including all exterior electric wiring and electrical fixtures, exterior pipes, drains and plumbing connections, equipment and fixtures) shall be paid by Landlord. Notwithstanding the foregoing, Landlord shall only be required to make any such repairs, maintenance or replacements as Landlord deems reasonably necessary, and Tenant shall be responsible for all repairs to the Premises that are necessary due to Tenant's negligence or willful misconduct.

Tenant shall be solely responsible for the following: installation and maintenance of air conditioning for the Premises, upgrade and maintenance of internal Tenant space, restroom facilities, routine maintenance of the boiler, landscaping, grounds, sidewalks, snow removal and parking lot and associated exterior lightening. Tenant shall be solely responsible for any code compliance upgrades required as a result of any renovation or other activity that they initiate.

Landlord hereby consents to any improvements made by Tenant to be made to the interior of the Premises so long as Tenant submits to Landlord its plans and specifications for such improvements.

6. TERMINATION. In the event that the Landlord needs to utilize the premises occupied by Tenant during the Lease Term for educational purposes, the Landlord may terminate the lease and/or the Lease may be adjusted based upon the scope of need. Tenant may terminate the lease upon Thirty (30) days written notice.

7. UTILITIES AND SERVICES. Tenant shall be responsible for the payment of all utilities and cleaning/trash service on the Premises during the Lease Term

8. INSURANCE. Tenant shall, at its sole cost and expense, be required to maintain: Commercial general liability insurance insuring against bodily injury (including death) and property damage (including loss of use), against liability arising out of Tenant's use, occupancy, or maintenance of the Premises, with minimum limits of liability in the amount acceptable to Landlord; and

Commercial property insurance, insuring against loss of, or damage to, Tenant's improvements and fixtures, equipment, inventory and personal property used in the conduct of its business in its exclusive portion of the Premises, covering all risks of physical loss in forms of insurance available on the market at the time the insurance is purchased.

9. FIRE OR OTHER CASUALTY. In the event of any fire or other casualty causing material damage to the Premises during the Lease Term, this Lease shall terminate as of the date of such fire or other casualty and all insurance on the Premises shall be payable exclusively to Landlord.

10. SECURITY. Tenant shall be solely responsible for security on the premises.

11. ASSIGNMENT. In no event shall Tenant assign or sublet this Lease without obtaining the prior written consent of Landlord, which consent can be withheld in Landlord's sole discretion.

12. BINDING EFFECT/ENTIRE AGREEMENT. The provisions contained herein shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Lease and any exhibits attached hereto constitute the entire agreement of the parties. No change, amendment or addition to this Lease shall be effective unless mutually agreed upon in writing.

13. SEVERABILITY. If any term or provision of this Lease or the application thereof to any person or circumstances shall be to any extent invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby.

14. APPROVAL. The terms and conditions contained herein are subject to approval from City Council of the City of Grove City, Ohio and the Board of Education for South-Western City Schools.

The parties have executed this Lease as of the day first above written.

LANDLORD:

South-Western City Schools
Board of Education

By: _____
Mr. Hugh Garside
Treasurer

By: _____
Randy Reisling
Board President

TENANT:

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

Date: 10/14/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No. : CR-65-15
1st Reading: 10/19/15
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-65-15

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

The Council of the City of Grove City, Franklin County, Ohio, met in regular session on the nineteenth day of September, 2015, at the office of Council (Council Chambers) with the following members present:

Jeffrey M. Davis
Maria C. Klemack-McGraw
Ted A. Berry
Steven M. Bennett
Laura Lanese

Mr. Bennett moved the adoption of the following Resolution:

WHEREAS, this Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2016; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

SECTION 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2015 (collection year 2016) as follows:

SCHEDULE A

FUND	Amount to be Derived from Levies Outside 10 Mill <u>Limitation</u>	Amount Approved by Budget Commission Inside 10 Mill <u>Limitation</u>	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill <u>Limit</u>	Outside 10 Mill <u>Limit</u>
General Fund		\$606,165.08	0.70	
General Fund Charter	\$432,975.06			0.50
Bond Retirement				
Bond Retirement Charter	\$692,760.08			0.80
Police Pension		\$1,298,925.16	1.50	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
TOTAL	\$1,125,735.14	\$1,905,090.24	2.20	1.30

SECTION 3. The Clerk of Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
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: 10/14/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-82-15
1st Reading: 10/19/15
Public Notice: 10/22/15
2nd Reading: 11/02/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-82-15

AN ORDINANCE TO ACCEPT THE PLAT OF THE WOODS AT PINNACLE

WHEREAS, The Woods at Pinnacle, a subdivision containing lots 1 to 52, inclusive, and areas designated as Reserves "A", "B", and "C", 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 The Woods at Pinnacle, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 478, containing 22.898 acres of land, more or less. Said 22.898 acres being part of those tracts of land conveyed to Schottenstein Homes, 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: 10/14/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-83-15
1st Reading: 10/19/15
Public Notice: 10/22/15
2nd Reading: 11/02/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-83-15

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DAY CARE FOR DAYSTARZ CHILD CARE CENTER LOCATED AT 3323 CLEVELAND AVENUE

WHEREAS, Daystarz Child Care Center, applicant, has submitted a request for a Special Use Permit for a Day Care located at 3323 Cleveland Ave.; and

WHEREAS, on October 06, 2011, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1p is hereby issued to Daystarz Child Care Center located at 3323 Cleveland Avenue, as submitted.

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

Date: 10/14/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-84-15
1st Reading: 10/19/15
Public Notice: 10/22/15
2nd Reading: 12/07/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-84-15

AN ORDINANCE FOR THE REZONING OF 35+ ACRES LOCATED NORTH OF ORDERS ROAD AND WEST OF HAUGHN ROAD FROM SF-1 TO PUD-R

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on October 6, 2015; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from SF-1 to PUD-R, with Zoning Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1383 *and being 35.25 acres conveyed to Homewood Corporation, as recorded in Official Records, 200908040113908, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

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



C-84-5

**DESCRIPTION OF
35.25 ACRES +/- FOR ZONING PURPOSES**

Situated in the State of Ohio, County of Franklin, City of Grove City, being within Virginia Military Survey No. 1383, and being all of that 36 acre tract of land (having a Franklin County Parcel Number 040-009246) described in deed to Homewood Corporation, of record in Instrument 200908040113908, all of which being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

BEGINNING FOR REFERENCE, at the southwest corner of said 36 acres and the southeast corner of a tract of land described in deed to Glenn A and Diane Hickman (Parcel 040-009248) , also being in the centerline of Orders Road;

Thence North 02°00'21" East, a distance of 1710.44 feet, with the west line of said 36 acres and the east lines of said Hickman tract, and that tract of land described in deed to Ronald Belford (Parcel 160-002956), to a common corner of said 36 acres and said Belford tract of land;

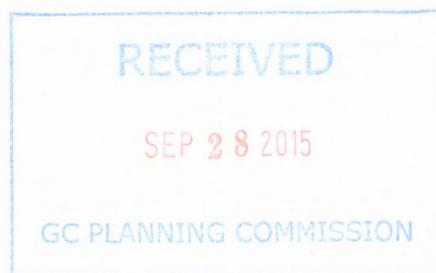
Thence South 87° 27'25" East, a distance of 894.78 feet, with the north line of said 36 acres and south line of a tract of land described in deed to Loretta Murib (Parcel 160-000174) and that tract of land described in deed to Homewood Corp. (Parcel 040-009244), to the northeast corner of said 36 acre tract;

Thence South 02°04'39" West, a distance of 1707.15 feet, with the east line of said 36 acre tract and the west line of Southern Grove Estates, to the southeast corner of said 36 acres, also being in the centerline of Orders Road;

Thence North 87°40'01" West, a distance of 892.61 feet, with the south line of said 36 acres and the centerline of Orders Road, to the **POINT OF TRUE BEGINNING**, and containing 35.25 acres, more or less.

The above description is intended to be used for zoning purposes and not to be used for the transfer of real property.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

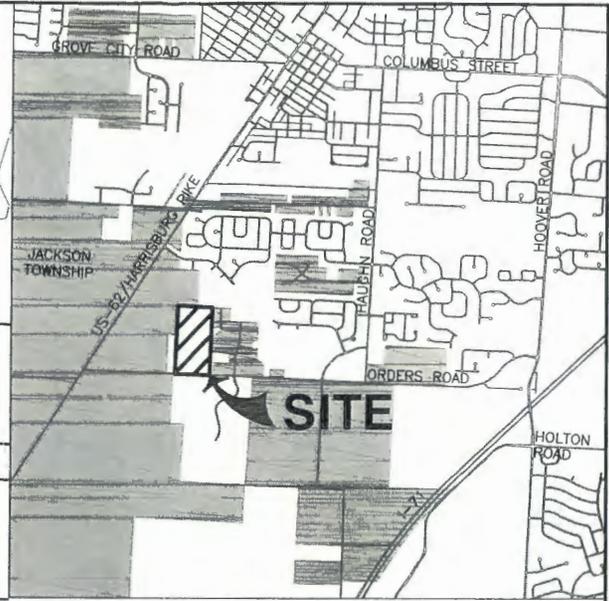
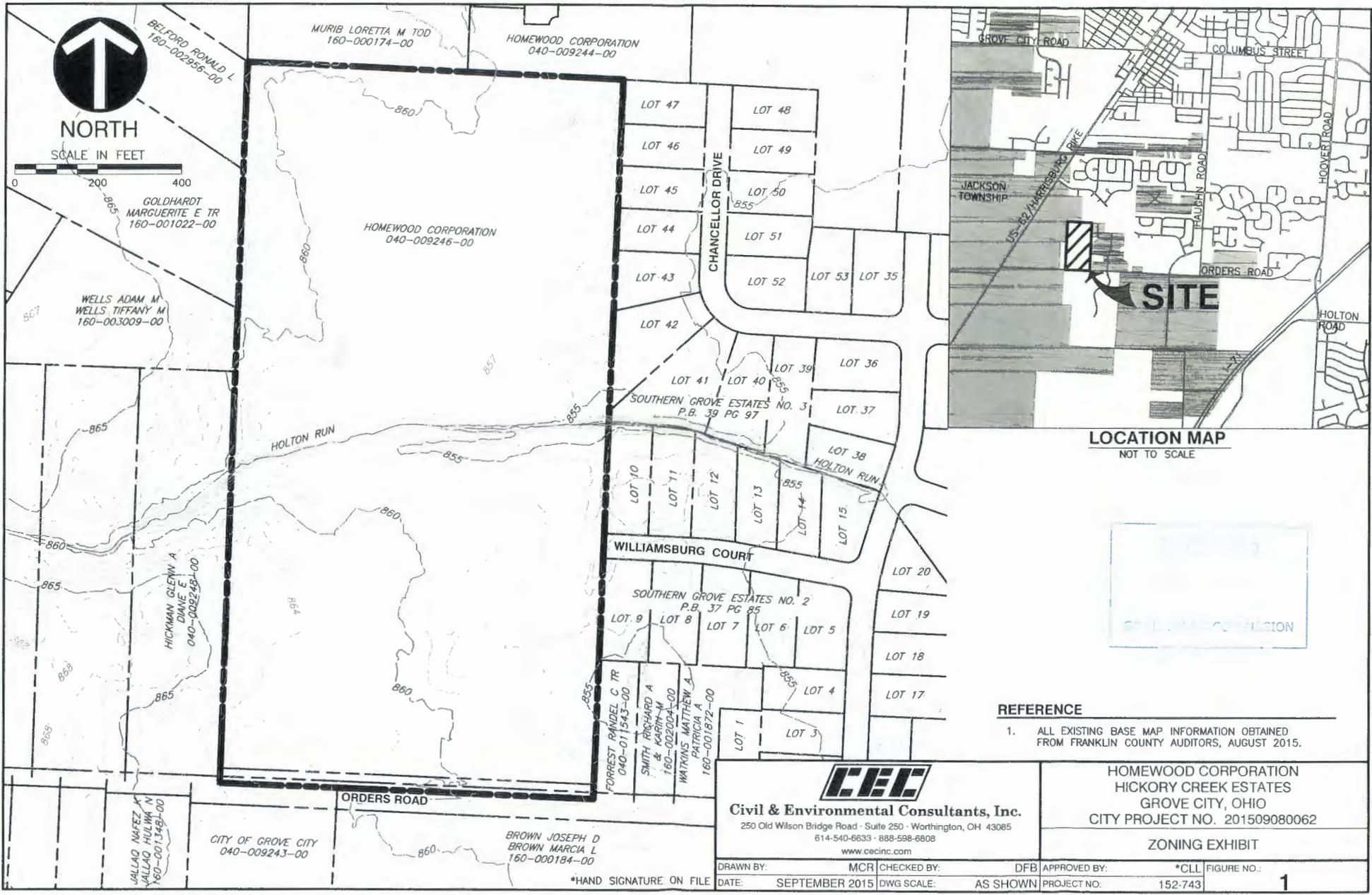


P:\2015\152-743\1-0400\DWG\CIVIL Development Plan\152743-CIVIL-Zoning Exhibit.dwg(LAYOUT) LS:(9/28/2015 - 9:15 AM) - LP: 9/28/2015 9:15 AM



NORTH

SCALE IN FEET



LOCATION MAP
NOT TO SCALE



REFERENCE

1. ALL EXISTING BASE MAP INFORMATION OBTAINED FROM FRANKLIN COUNTY AUDITORS, AUGUST 2015.

C&E
Civil & Environmental Consultants, Inc.
 250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
 614-540-6633 · 888-598-6808
 www.cecinc.com

HOMWOOD CORPORATION
 HICKORY CREEK ESTATES
 GROVE CITY, OHIO
 CITY PROJECT NO. 201509080062

ZONING EXHIBIT

DRAWN BY:	MCR	CHECKED BY:	DFB	APPROVED BY:	*CLL	FIGURE NO.:
DATE:	SEPTEMBER 2015	DWG SCALE:	AS SHOWN	PROJECT NO.:	152-743	1

*HAND SIGNATURE ON FILE

C-8445

Hickory Creek
(Holton Park)

35.25 ± ACRES, BETWEEN ORDERS AND HARRISBURG PIKE

GROVE CITY, OHIO

PUD-R with R-2 Standards

**Homewood Corporation
2700 E. Dublin Granville Road
Suite 300
Columbus, OH 43231**

ZONING TEXT

(FOR 35.25 ± ACRES OF SINGLE FAMILY LOTS AND OPEN SPACE)

October 6, 2015



I. INTRODUCTION

The Homewood Corporation is submitting this Development Plan application of 35.25± acres to include single-family lots and open space. The site is located along the east side of Harrisburg Pike, south of the Holton Run Subdivision. A portion of the site abuts properties within Jackson Township (the Southern Grove Subdivision).

II. DEVELOPMENT STANDARDS (RESIDENTIAL 35.25 ± ACRES):

100% of the single-family lots shall meet the Residential District Minimum Requirements for R-2 lots (80' foot minimums). The average lots size in the community is 11,500 square feet.

The applicant/owner of the property will commit to the development of the property in accordance with the Development Plan and Text. The development plan will become a part of the resolution and will be subject to variation in accordance with final engineering.

Single Family Architectural Standards:

1. Roofs: No flat roofs shall be permitted on any residential structure or accessory building.
2. Building Heights: Building height shall not exceed 35'.
3. Fences: Fences or walls shall be constructed of wood, stone, vinyl or brick, and in no event shall chain link or other metal or wire fencing be permitted; EXCEPTION: There is an express exception to the prohibition of metal fences. In the case of an approved in-ground pool, five foot aluminum or wrought iron/ornamental fences typical of those installed around such pools, shall be reviewed and may be approved by the Design Review Board.
4. Landscaping: A typical landscape plan for the homes is included in the Development Plan Drawings which shall be submitted to, reviewed, and approved, by the City's Urban Forester as part of the Development Plan approval.
5. Lighting: Interior street lighting will be on alternating sides of the street. All lighting shall be decorative cut-off, down or up-cast as required by Grove City ordinances. See Plan for details.
6. Mail Boxes: Each single-family home will have the same style pole mounted mailbox, installed by the builder as depicted on the Plan.
7. Square Footages: Homes will have minimum square footages of 1,800 square feet for ranches and 2,000 square feet for two story homes.

8. Materials: Minimum exterior materials:

- a. Shingles: Architectural dimensional shingles.
- b. Siding: Stucco, hardi-plank, cementitious siding and 6" beaded vinyl siding (0.044mm thickness). Substitutions to the materials list above may be approved by the Chief Building Official provided the replacement materials are deemed to be equivalent in quality or better.
- c. Brick or Stone: Numerous types
- d. Gutters: White Alcoa
- e. Trim: LP Smart Trim
- f. Entry Door: Therma Tru Builder Series
- g. Windows: White Silverline
- h. Garage Doors: Clopay 16' x 7' non-insulated, raised panel
- i. Soffit and Fascia: LP Smart Trim
- j. Flashing: 16 Gauge Apron Flashing
- k. Accent Roofs: May be constructed of standing seam metal.

Substitutions to the materials list above may be approved by the Chief Building Official provided the replacement materials are deemed to be equivalent in quality or better.

9. Diversity. In order to prevent excessive duplication of any particular home style, no home having the same house plan and same elevation may be built with less than two lots between them or directly across the street from the other. No home having the same house plan, even with a different elevation, may be built side-by-side or directly across the street. Home siding colors cannot be repeated side-by-side.
10. Four sided architecture, including windows and equal design and material selection, is required for all buildings.

Off-site Improvements:

A project entry sign shall be located along Orders Road. The proposed sign(s) shall be located on either side of the entry drive and shall not obstruct views to vehicular traffic or inhibit access to the property. All other signage shall comply with the City of Grove City ordinances. Construction of these off-site improvements shall be completed in Phase I as indicated on the Development Plan.

Landscaping:

1. All landscaping shall comply with the regulations of the City of Grove City Development Procedures.

2. Street Trees shall be provided in accordance with Chapter 1136 of the City of Grove City Development Procedures.
3. **Removed 09/28/2015.**
4. A 30' landscape buffer shall be provided along Orders Road as indicated on the Development Plan.

Roads and Circulation:

1. One point of ingress/egress shall be provided from Orders Road.
2. Hickory Creek shall have one active connection to Holton Run to the north.
3. At the request of Grove City, the streets will not connect.
4. Additional points of ingress and egress are identified on the Development Plan.

III. OPEN SPACE:

1. The site's 6.69 ± acres of open space acreage shall be maintained by the Homeowners Association.
2. The open space is located along both sides of the Holton Run drainage swale. These open space areas will contain newly created detention ponds that will serve as storm water management for the site. Walking paths will connect the neighborhood and be located around the pond perimeters where feasible.
3. All attempts will be made to preserve existing trees and vegetation along the shared property edge where grading and drainage permit.

IV. GENERAL PROVISIONS:

1. The applicant/developer shall conform to the City of Grove City requirements regarding storm water management and sanitary sewers.
2. Homeowner Association responsibilities: A homeowners association will be formed for the entire 35.25 ± acre site prior to ± 90% of the lot closings. The Association's responsibilities will include the maintenance of all common areas not owned by the City including, but not limited to, entrance features, landscaping and the maintenance and care of reserves as set forth on the Development Plan.
3. The following accessory structures are prohibited:

- a. Above ground pools
- b. Antennas
- c. Satellite dishes over 24" in diameter
- d. Outdoor storage units/utility sheds

V. PENALTY:

Violation of any of the above shall be deemed a violation per the provisions of section 1131.99 of the Codified Ordinances.

Applicant, or itself, its successors and assigns, including successors owners of the Property, do hereby agree to abide by the above restrictions and conditions contained in this Test.

James L. Lipnos
President
Homewood Corporation

Date

Approved:

By:
Its:

Date

Date: 10/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

Postpone
to 12/7

No.: CR-66-15
1st Reading: 10/19/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-66-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR HOLTON PARK LOCATED NORTH OF ORDERS AND WEST OF HAUGHN ROADS

WHEREAS, on October 06, 2015, the Planning Commission recommended approval of the Development Plan for Holton Park, with the following stipulations:

1. Williamsburg Court shall be renamed;
2. Additional traffic control measures shall be implemented along Hickory Creek Drive. The applicant shall work with Staff to ensure appropriate design.
3. The two (2) leisure paths around the stormwater retention ponds shall be connected
4. Collapsible bollard details shall be removed from Sheet C800; and
5. No Parking signs shall be added to one side of all 28' wide streets.

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 Holton Park, contingent upon the 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: 10/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-67-15
1st Reading: 10/19/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-67-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR LAMPLIGHTER SENIOR VILLAGE II LOCATED ON LAMPLIGHTER DRIVE, NORTH OF WHITE ROAD

WHEREAS, on October 06, 2015, the Planning Commission recommended approval of the Development Plan for Lamplighter Senior Village II, with the following stipulations:

1. The existing woven fire fence along the eastern property line shall be removed and all references to such fence shall be removed from plans;
2. The applicant shall pay the required amount to compensate for the unaccounted for open space, per Section 1101.09;
3. Cut-sheets of the proposed site lighting shall be submitted to ensure its consistency with the adjacent development.

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 Lamplighter Senior Village II, contingent upon the 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: 10/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-68-15
1st Reading: 10/19/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-68-15

A RESOLUTION TO ELIMINATE THE PEDESTRIAN PROMENADE CONNECTING THE RESIDENTIAL DEVELOPMENT AND THE NEW LIBRARY AS PREVIOUSLY ENDORSED BY RESOLUTION CR-42-13

WHEREAS, the continued improvement, revitalization and development of the Town Center is a priority for the success and quality of life of the community; and

WHEREAS, Pizzuti has prepared and presented multiple redevelopment plans to City Council that included a pedestrian promenade to connect the new residential development to the new library facility; and

WHEREAS, in 2012, 2013 and 2014, Council passed Resolutions in support of Pizzuti's redevelopment plan for the Town Center; and

WHEREAS, the City has continued to work to proactively develop plans and implement the various strategies for the redevelopment of the Town Center; and

WHEREAS, there is a need to construct additional parking spaces to accommodate future parking demands and offset the spaces lost as part of the residential development; and

WHEREAS, Council desires to maximize the number of parking spaces in the Town Center while being fiscally responsible with the use of public funds; and

WHEREAS, it is believed that the elimination of the promenade will not impact the overall effectiveness of the previously endorsed redevelopment plan.

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 elimination of the pedestrian promenade, shown in Exhibit "A" attached hereto, and encourages the City Administration to move forward with the next phase of development in accordance with the plan.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council



 MUNICIPAL DEVELOPMENT
 NEW PARKING

SITE PLAN


GROVE CITY
 PARKING SUMMARY
 OCTOBER 1, 2015

EXHIBIT "A"  BRAUN & STEIDL
 architects
 CR-68-15



CL-68-15

17=



3D VIEW
LOOKING SOUTH

SOUTHWEST PUBLIC LIBRARIES
GROVE CITY LIBRARY

SCHEMATIC DESIGN

BRAUN & STEIDL
architects | **HBM**

CR-68-15



3D VIEW
LOOKING WEST

SOUTHWEST PUBLIC LIBRARIES
GROVE CITY LIBRARY

SCHEMATIC DESIGN

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CR-68-15