

**GROVE CITY, OHIO COUNCIL  
LEGISLATIVE AGENDA**

*November 3, 2014*

*6:30 Caucus*

*7:00 – Reg. Meet.*

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**PRESENTATION:**

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FINANCE: Mr. Bennett

Ordinance C-61-14    Appropriate \$149,414.00 from the Capital Improvement Fund for the Current Expense of 4126 Haughn Road Renovations. Second reading and public hearing.

Ordinance C-65-14    Authorize the Purchase of 3432 Grant Avenue and Appropriate \$175,000.00 from the General Fund for Said Purchase and related expenses and Declare an Emergency.

Resolution CR-64-14    Supporting the Memorandum of Understanding with Pizzuti Companies.

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SAFETY: Mr. Davis

Ordinance C-62-14    Authorize the City Administrator to enter into an Agreement with Pleasant Township to provide Dispatching and Communication Services for the Pleasant Township Fire Dept. Second reading and public hearing.

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LANDS: Ms. Klemack-McGraw

Ordinance C-63-14    Approve a Special Use Permit for a Day Care Center for City Center Childcare located at 3721 Broadway. Second reading and public hearing.

Resolution CR-63-14    Approve the Development Plan for VanTrust for a Speculative Industrial Building located on the North side of Southwest Blvd.

Resolution CR-65-14    Municipal Services that can be furnished to 5.923 acres located North of Grove City Road and West of Elm Street in Jackson Township upon its Annexation to the City.

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ON FILE: Minutes of: Oct. 20, 2014 –Council Meeting

Date: 10/09/14  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Turner  
Approved: Mr. Boso  
Emergency: 30 Days:       
Current Expense:           

No.: C-61-14  
1st Reading: 10/20/14  
Public Notice: 10/23/14  
2nd Reading: 11/03/14  
Passed:      Rejected:       
Codified:      Code No:       
Passage Publication:     

## ORDINANCE C-61-14

### AN ORDINANCE TO APPROPRIATE \$149,414.00 FROM THE CAPITAL IMPROVEMENT FUND FOR THE CURRENT EXPENSE OF 4126 HAUGHN ROAD RENOVATIONS

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WHEREAS, Ordinance C-07-04 authorized the purchase of 4126 Haughn Road; and

WHEREAS, the Real Estate Purchase Agreement for the property set the purchase price at \$350,000.00 to be deposited into an escrow account; and

WHEREAS, the obligations of the Real Estate Purchase Agreement have been met and \$149,414.00 remaining in the escrow account is to be returned to the City; and

WHEREAS, funds are necessary to preserve the historical nature of the property.

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

SECTION 1. The remaining escrow funds of \$149,414.00 are to be deposited into the Capital Improvement Fund and are hereby appropriated to account number 305000.603134 for the current expense of property improvements.

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: 10/28/14  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: XX 30 Days:       
Current Expense:     

No.: C-65-14  
1st Reading: 11/03/14  
Public Notice: 0 / /14  
2nd Reading: 0 / /14  
Passed:      Rejected:       
Codified:      Code No:       
Passage Publication: 11/06/14

## ORDINANCE C-65-14

### AN ORDINANCE TO AUTHORIZE THE PURCHASE OF 3432 GRANT AVENUE AND APPROPRIATE \$175,000.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES AND DECLARING AN EMERGENCY

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WHEREAS, on September 24, 2014 the Planning Commission recommended approval of the preliminary development plan for the new library; and

WHEREAS, on October 6, 2014 this Council passed Resolution CR-55-14 approving the Preliminary Plan; and

WHEREAS, the Preliminary Plan shows the location of the proposed building and parking for the new library; and

WHEREAS, the property located at 3432 Grant Avenue, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000094-00, contains approximately 0.103 acres is needed for parking as shown in the Preliminary Plan; and

WHEREAS, a developer has obtained an option to the Property and the developer is willing to transfer the option, at no cost, so that the City may acquire the Property for parking for the new library; and

WHEREAS, an emergency exists for the preservation of the public peace, health and safety of the municipality and its inhabitants for the reason that the option contract requires that the closing on the Property occur before November 15, 2014 as the Property owner needs to sell the Property as soon as possible and the City needs this Property for parking as shown in the Plan.

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

SECTION 1. Council hereby authorizes the purchase of the property located at 3432 Grant Avenue as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated \$175,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account #305000.603133 for the Current Expense of said purchase and related expenses.

SECTION 3. For reasons stated in the preamble this ordinance is hereby declared an emergency measure and shall go into immediate effect.

\_\_\_\_\_  
Ted A. Berry, President of Council

C-65-14

EXHIBIT 1

**REAL ESTATE PURCHASE CONTRACT**

This Real Estate Purchase Contract (the "Contract") is entered into effective as of the latest date on which it is executed by any of the signatories hereto (the "Effective Date") by and between Ciminellos Inc., an Ohio Corporation, ("Buyer"), and Estelle Stout ("Seller").

WHEREAS, Seller is the owner of certain real property consisting of approximately 0.55 acres addressed at 3432 Grant Avenue Grove City, Franklin County, Ohio being Franklin County Auditor's Tax Parcel No. 040-000094-00 (the "Premises").

WHEREAS, Seller desires to sell and convey the Premises to Buyer and Buyer desires to purchase the Premises from Seller upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Covenants to Sell and Purchase. Seller hereby agrees to sell and convey the Premises to Buyer and Buyer hereby agrees to purchase the Premises from Seller, together with all appurtenant rights, easements, tenements, hereditaments, fixtures, improvements and appurtenances thereto, upon the terms and conditions hereinafter set forth.

Section 2. Purchase Price. The purchase price for the Premises ("Purchase Price") shall be **One hundred seventy five thousand dollars (\$175,000)**. Purchase Price, less adjustments, credits and prorations provided for in this Contract, shall be paid by Buyer to Seller in cash or other immediately available funds at Closing.

Section 3. (a) Deposit. Buyer has paid, and Seller acknowledges the payment of **Ten Dollars (\$10.00)** and other good and valuable consideration, including but not limited to the Buyers Plan for the Premises, the receipt of which is hereby acknowledged by Seller, together with any future payment made pursuant to section 7.1 below (the "Deposit"). The Deposit shall be applied as follows; (a) if Seller fails or refuses to perform its obligations under this Contract due to an uncured Seller's Default (as defined below), the Deposit shall be returned to Buyer, which return shall not in any way prejudice the rights of Buyer in any action for specific performance; (b) if the transaction herein contemplated proceeds to Closing, the Deposit shall be applied to the Purchase Price at Closing; (c) if Buyer elects to terminate this Contract as permitted hereunder prior to the expiration of the Due Diligence Period as defined in Section 7.1, the Deposit shall be retained by Seller, or (d) if Buyer fails or refuses to perform its obligations under this Contract, the Deposit shall be retained by Seller as agreed upon liquidated damages, and thereafter neither Buyer nor Seller shall have any further obligations or liabilities hereunder, except pursuant to the indemnification provisions of Section 7.2.

Section 4. Evidence of Title; Survey.

4.1. Title Commitment. Seller shall obtain an owner's title insurance commitment (the "Title Commitment") through the Title Company in the amount of the

Purchase Price, under which the Title Company shall commit that, upon Closing, it will issue, at its usual rates, an ALTA Owner's Title Insurance Policy (Form 6/17/06) insuring fee simple title to the Premises in Buyer in the total amount of the Purchase Price. The Title Company shall deliver a copy of the Title Commitment to both Buyer and Seller. Buyer shall cause the Title Commitment to be certified to within five (5) days prior to the date on which Closing is scheduled to occur pursuant to Section 6.1 with endorsement as of 8:00 a.m. on the Closing Date (as defined in Section 6.1) in accordance with the standards of the Columbus Bar Association, and to show in Buyer marketable title in fee simple, free and clear of all liens and encumbrances except (i) those created or assumed by Buyer, (ii) zoning ordinances, (iii) legal public roadways and highways and (iv) covenants, easements, conditions and restrictions of record (collectively, the "Permitted Encumbrances").

4.2. Defects. If title to all or part of the Premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, leases, restrictions or encroachments other than those excepted in this Contract (collectively, the "Objections"), Buyer shall provide Seller with written notice of all such Objections within ten (10) days after receipt of the Title Commitment. Seller shall have five (5) days after the receipt of such notice to advise Buyer in writing whether Seller is able and willing to cure any or all Objections or to obtain title insurance for the benefit of Buyer providing affirmative coverage against loss to Buyer as a result of such Objections. In the event Seller is unable or unwilling to cure all Objections or obtain title insurance insuring over such Objections, Buyer shall have five (5) days after receipt of Seller's written notice to either (i) terminate this Contract by providing written notice of this intent to Seller, in which event the Deposit shall immediately be returned to Buyer and Buyer and Seller shall have no further obligations to each other except for the indemnification provisions of Section 7.2, or (ii) waive the Objections and proceed to Closing subject to all other terms and conditions of this Contract. Notwithstanding the foregoing Buyer shall not be required to object to any mortgage, lien or other monetary encumbrance on the Property and all such mortgages, liens and encumbrances, except the Permitted Encumbrances, shall be satisfied or released in full by Seller at or prior to Closing.

4.3 Survey. Buyer at its expense and discretion may provide Survey and legal description for Premises and obtain necessary approvals for lot splits in anticipation of closing. The Survey and descriptions shall be approved by Seller prior to the expiration of the Due Diligence Period as defined in section 7.1

#### Section 5. Covenants, Warranties and Representations.

5.1 Authority. Seller hereby warrants and represents that Seller is not under any legal disability and has full legal authority to execute this Contract, to execute the Deed (as defined in Section 6.2 below) and all other documents on behalf of Seller necessary to close on the transaction contemplated under this Contract. Buyer hereby warrants and represents that Buyer is not under any legal disability and has full legal authority to execute this Contract and all other documents on behalf of Buyer necessary to close on the transaction contemplated under this Contract

5.2. Title. Except as otherwise provided herein, Seller hereby warrants and represents that there are no rights of possession, use or otherwise, with respect to the Premises outstanding in third persons and there are no binding unrecorded leases, land contracts, options or other documents affecting the Premises. Notwithstanding the foregoing, the Buyer acknowledges that there are currently four (4) tenants leasing portions of the Premises and the Premises shall be conveyed subject to Tenants' rights.

## Section 6. Closing; Possession; Tax Prorations; Costs.

6.1 Closing Date. Closing shall be through the Title Company and shall occur no later than Sixty (60) days after the completion of the Due Diligence Period (the "Closing Date"). Closing shall occur at the offices of the Title Company on a date and at a time mutually acceptable to the parties. If the parties are unable to agree upon a time and date for Closing, Closing shall occur at 10:00 a.m., EDT, on the Closing Date.

6.2 Conveyance of Deed. At Closing, Seller shall convey to Buyer good and marketable title in fee simple to the Premises free and clear of all encumbrances, except the Permitted Encumbrances, by a Limited Warranty Deed (the "Deed") and all other documents of conveyance reasonably required to effectuate the aforesaid conveyance.

6.3. Closing Fees. Seller shall pay any and all fees for recording of any mortgage, lien releases or other monetary sums necessary to convey clear title to the Premises to Buyer. Buyer shall pay for the title insurance premiums for the issuance of the ALTA Owner's Title Insurance Policy, conveyance taxes and fees, recording fees, title examination fees, title commitment fees and Title Company closing fees and expenses. Each party shall be responsible for their respective attorney's fees and expenses.

6.4. Taxes, Assessments, Rents. At Closing, Seller shall pay or credit on the Purchase Price all delinquent taxes, together with penalties and interest thereon, and all special assessments that are a lien on the property on the Closing Date both current and reassessed and whether due or to become due. At Closing, Seller shall also pay or credit on the Purchase Price all other unpaid real estate taxes and assessments not yet due for the year prior to Closing and a proration of such taxes and assessments for the year of Closing prorated through the Closing Date. The proration of undetermined taxes and assessments shall be based on a 365-day year and on the most recently available tax rate and valuation. Any rents actually received by Seller for the month of Closing shall be prorated through the Closing Date.

6.5. Real Estate Commissions. . Seller and Buyer represent to each other that there are no Real Estate commissions or Brokerage fees payable as a result of this transaction. Each party shall indemnify the other for the claim of any broker or other party claiming any fee or commission arising out of the acts of the indemnifying party.

6.6. Possession. Buyer shall receive possession of the Premises at the later of the date of Closing or December 31, 2015 free and clear of all claims or rights of possession in Seller or any third person or entity, subject to the current Tenants and Leases.

Section 7. Due Diligence/Contingencies.

7.1 During the period commencing on the Effective Date and terminating on October 31, 2014 (the "Due Diligence Period"), Buyer, its contractors, agents, professional advisors, shall be permitted to conduct such surveys, environmental inspections, soil borings and physical examinations, and such economic tests, analyses, and estimates (collectively, the "Tests") of or relating to the Premises as Buyer deems appropriate in order to determine the suitability of the Premises for Buyer's intended use.

7.2 Buyer, its employees, agents and contractors, are hereby granted a license to enter upon the Premises through the Closing Date, including access to the improvements located thereon, at reasonable times and upon reasonable notice during the Due Diligence Period to conduct the Tests. Buyer shall indemnify Seller against any and all claims for bodily injury or property damage arising from the acts of Buyer, its employees, agents or other representatives on the Premises arising from their entry upon the Premises pursuant to this Section 7. Buyer shall notify Seller at least seventy two(72) hours before any inspection to allow Seller or Seller's representative to be present

7.3 If Buyer, in Buyer's sole and absolute discretion, is not satisfied with the results of the Tests or otherwise determines that the Premises are not suitable for Buyer's intended use, or Buyer is unable to purchase or otherwise secure Buyers needed additional acreage of nearby properties, Buyer may, at any time on or prior to expiration of the Due Diligence Period or any extension thereof, terminate this Contract by providing written notice of termination to Seller. Upon any such termination neither Buyer nor Seller shall have any further obligations nor liabilities hereunder, except pursuant to the indemnification provisions of this Contract and the rents as set forth as Additional Compensation in Section 3(b).

Section 8. 1031 Exchange. Buyer agrees to cooperate should Seller elect to sell the Premises as part of a like-kind exchange under IRC Section 1031. Seller's contemplated exchange shall not impose upon Buyer any additional liability or financial obligation, and Seller agrees to hold Buyer harmless from any liability that might arise from such exchange.

Section 9. Condition of Property. Seller may remove any of the improvements from the Premises prior to Buyer taking possession. Seller agree to leave property in reasonably safe condition and agrees to be responsible for any contamination of the Premises occurring after the expiration of the Due Diligence Period. Buyer shall accept the Premises and all improvements thereon in its "AS IS" condition on the date of possession.

Section 10. Damage or Destruction of Property. Risk of loss to the Premises from fire or other casualty shall be borne by Seller until delivery of the Deed, provided that if the Premises are substantially damaged or destroyed by fire or other casualty prior to the Closing of the transaction, then in such event Buyer shall have the right to proceed with the transaction and be entitled to insurance, not exceeding the Purchase Price, if any, payable to Seller under any and all policies of insurance covering the Premises so damaged or destroyed.

Section 11. Notices. Any notice required to be given hereunder shall be given in writing by ordinary United States mail, postage prepaid, by nationally recognized overnight courier or by hand delivery addressed to the parties at their respective addresses as set forth below.

**If to Seller**

Estelle Stout  
  
3432 Grant Avenue  
Grove City, Ohio 43123  
Phone: 614-2262770  
Email: [mstout@serv-success.com](mailto:mstout@serv-success.com)

**If To Buyer**

Joseph Ciminello  
567 Lazelle Rd  
Westerville, Ohio 43081  
Phone: 614-207-7607  
Email: [ciminelloj@aol.com](mailto:ciminelloj@aol.com)

Notices shall be deemed received at the earlier of (i) actual hand delivery to the address of the receiving party, (ii) when received or when receipt is refused or (iii) two business days following proper deposit in the United States mail or delivery by facsimile or email.

Section 12. Entire Contract. This Contract embodies the entire agreement among the parties in respect to the transaction herein contemplated. Any amendments hereto shall be in writing and executed by the parties hereto.

Section 13. Survival. Buyer's and Seller's warranties, agreements, covenants, conditions, representations and remedies set forth in this Agreement shall survive Closing and shall not be merged upon delivery of the Deed from Seller to Purchaser, nor upon payment of the Purchase Price by Purchaser to Seller.

Section 14. Assignment; Successors in Interest. Buyer shall have the right to assign this Contract to another party.

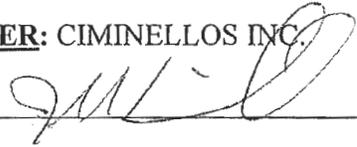
Section 15. Dates. If the deadline for any contingency, act or other event required or permitted by either party under this Contract falls on a Saturday, Sunday or Legal Holiday, such deadline shall be extended to the first day thereafter which is not a Saturday, Sunday or Legal Holiday.

Section 16. Fax/Electronic Signatures. This Contract may be executed by either party and delivered to the other party in electronic form (PDF Document Format) or by facsimile. Such electronic or facsimile copies of this Contract and the signatures of either party shall be binding and accepted as originals. This Contract may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

Section 17. Governing Law. This Contract shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract on the dates specified below

**BUYER:** CIMINELLOS INC.

By: 

Joseph A. Ciminello, on behalf of Ciminellos Inc.

Title: VICE PRES

Date: 8/15/14, 2014

**SELLER:** Estelle Stout

By:   
Estelle Stout,

Title: \_\_\_\_\_

Date: 8/15, 2014

C-65-14  
Exhibit "A"

**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of November, 2014, by and between Ciminello's Inc., an Ohio corporation, with address at 567 Lazelle Rd, Westerville, OH 43081 ("Assignor") and the City of Grove City, Ohio, a municipal corporation, duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter, with address at 4035 Broadway, Grove City, Ohio 43123 (the "City").

**Background**

- A. Assignor is in contract to purchase approximately 0.103 acres of land, being Tax Parcel No. 040-000094, also known as 3432 Grant Avenue in Grove City, Ohio (the "Parcel").
- B. City desires to acquire the Parcel as part of the relocation of the Grove City municipal library to the Broadway and Mill Street project.
- C. Assignor is willing to assign the contract to City under the terms and conditions set forth herein.

**Statement of Agreement**

NOW THEREFORE, in consideration of the following terms and conditions and acknowledging the foregoing Background Information which is deemed incorporated into said terms and conditions, Assignor and City agree as follows:

- 1. Closing. Notwithstanding provisions in the contract to the contrary, City's closing on the Parcel shall be on or before November 15, 2014.
- 2. Assignment. At the Assignment Closing, Assignor shall deliver to City an executed original of the Assignment, attached hereto as Exhibit 2.

The parties have hereunto subscribed their names on the day and year set forth below.

**CIMINELLO'S INC.**

**CITY OF GROVE CITY**

by: \_\_\_\_\_

by: \_\_\_\_\_

its: \_\_\_\_\_

its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 2014

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen J. Smith, Law Director

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Turner, Director of Finance

284.86//Agreements/Assignment Agreement (10-9-14)

0127090.0607160 4832-8613-0720v1

**EXHIBIT 2**

**ASSIGNMENT**

In consideration of Ten Dollars (\$10) and other consideration paid to Ciminello's Inc., an Ohio corporation, by the City of Grove City, Ohio, Ciminello's Inc. hereby assigns to the City of Grove City the Real Estate Purchase Contract (the "Contract") attached hereto and all rights thereunder, subject to all conditions contained in said Contract.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CIMINELLO'S INC.**

by: \_\_\_\_\_

its: \_\_\_\_\_

Date: 10/28/14  
Introduced By: Mr. Bennett  
Committee: Finance  
Originated By: Mayor Stage  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-64-14  
1st Reading: 11/03/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION CR-64-14

### A RESOLUTION SUPPORTING THE MEMORANDUM OF UNDERSTANDING WITH THE PIZZUTI COMPANIES

WHEREAS, in 2011, the City chose the Pizzuti as the "Developer of Choice" for redevelopment of the Town Center and the continued improvement, revitalization and development of the Town Center is a priority for the City; and

WHEREAS, on November 19, 2012 Pizzuti presented a concept plan to City Council that included the relocation of the library, redevelopment of the current library site, relocation of City Hall, redevelopment of the current City Hall site, the addition of a park on the former lumberyard site and a new residential development; and

WHEREAS, on August 26, 2013 Pizzuti presented a revised concept plan to City Council that included relocation of City Hall, redevelopment of the current City Hall building and site, the addition of green space in and around the present City Hall site and a new residential development; and

WHEREAS, on September 3, 2013 Council enacted Resolution CR-42-13 which endorsed the Pizzuti Project; and

WHEREAS, the Pizzuti Project will result in an approximately Nineteen Million Dollar (\$19,000,000) total investment on the former lumberyard site and surrounding area; and

WHEREAS, the anticipated TIF proceeds from the Pizzuti Project will be used to benefit the Town Center including the new library project.

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

SECTION 1. This Council hereby supports the Memorandum of Understanding and the general financial terms outlined in the Memorandum Of Understanding for the relocation of City Hall, redevelopment of the current City Hall building and site, the addition of green space in and around the present City Hall site and a new residential development previously supported in Resolution CR-42-13.

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

\_\_\_\_\_  
Ted A. Berry, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF GROVE CITY AND THE PIZZUTI COMPANIES**

This Memorandum of Understanding (this "Memorandum") is entered into and effective as of this \_\_\_\_ day of November, 2014 by and between the City of Grove City, 4035 Broadway, Grove City, Ohio 43123 ("City"), and The Pizzuti Companies ("Pizzuti"), Two Miranova Place, Suite 220, Columbus, Ohio 43215 (hereinafter individually referred to as a "Party" and collectively referred to as the "Parties"). This Memorandum is intended to document the Parties' intentions with regard to the redevelopment of the current City Hall/former Lumberyard site and related public improvements.

**RECITALS**

WHEREAS, the Grove City Town Center is extremely important to the success of our community and the City wants to maintain the Town Center as part of the quality of life for the residents of the City; and

WHEREAS, the continued improvement, revitalization and development of the Town Center is a priority; and

WHEREAS, the City proactively commissioned studies from developers to assist in developing plans and strategies for redevelopment of the Town Center; and

WHEREAS, in 2011, the City chose the Pizzuti as the "Developer of Choice" for redevelopment of the Town Center; and

WHEREAS, on November 19, 2012 Pizzuti presented a concept plan to City Council that included the relocation of the library, redevelopment of the current library site, relocation of City Hall, redevelopment of the current City Hall site, the addition of a park on the former lumberyard site and a new residential development; and

WHEREAS, on August 26, 2013 Pizzuti presented a revised concept plan to City Council that included relocation of City Hall, redevelopment of the current City Hall building and site, the addition of green space in and around the present City Hall site and a new residential development; and

WHEREAS, on September 3, 2013 Council enacted Resolution CR-42-13 which endorsed the revised concept plan presented by Pizzuti on August 26, 2013; and

WHEREAS, the City and the Southwest Public Libraries have entered into an Agreement for the relocation of the library (with Pizzuti serving as the Owners Representative for the City); and

WHEREAS, Pizzuti wishes to move forward with the redevelopment of the current City Hall/former Lumberyard site and related public improvements.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

**I. General Provisions**

**A. Non-Binding Agreement.**

**THIS MEMORANDUM IS NOT INTENDED TO AND SHALL NOT BE DEEMED TO BE A BINDING CONTRACT OR AN OFFER TO ENTER INTO A CONTRACT, AND WILL NOT CREATE ANY RIGHT OR OBLIGATIONS BASED ON ANY LEGAL OR EQUITABLE THEORY INCLUDING THE RIGHT TO CONTINUE ANY NEGOTIATIONS; IT BEING UNDERSTOOD THAT THE PROPOSED TERMS SET FORTH HEREIN ARE ALSO NON-BINDING AND SUBJECT TO CHANGE.**

**B. Purpose.** The purpose of this Memorandum is to outline the basic terms and conditions for several projects, both public and private, in the Town Center area.

**C. Scope.** The overall scope of this project includes the following (collectively referred to as the "Project"):

1. Development of a 120-unit multi-family project (Private Improvement);
2. Renovation of the existing City Hall with a first floor conversion to commercial retail use (Public Improvement) (Note: Following conclusion of Project, the City will retain ownership of City Hall);
3. Construction of a walkway to the Library from the current City Hall location (Public Improvement);
4. Construction of a new plaza within the Town Center (Public Improvement);
5. Construction of the Park St. parking lot (Public Improvement);
6. Relocation of Veteran's Memorial monument (Public Improvement); and
7. Potential acquisition and demolition of needed properties (Public Improvement).

Following conclusion of the Project, the City shall retain ownership of all of the Public Improvements. The City retains oversight responsibility for the construction of all of the Public and Private Improvements.

**D. Relation to Other Projects.** As set forth in the Recitals, Pizzuti is currently serving as the City's Owners Representative on the relocation of the library. The Parties agree that this Project is completely independent of the relocation of the Library so long as the library is relocated onto the property on Broadway previously agreed to by the City and the Southwest Public Libraries. Pizzuti specifically acknowledges that the current study of the Columbus Street extension has absolutely no bearing or impact on the Project or the feasibility of the Project as set forth herein. The acknowledgements set forth in this Section are not subject to Section (I)(A) and are binding on the Parties.

**II. Pizzuti Responsibilities.** Pizzuti shall be responsible for the following:

- A. Developing the underwriting models for the City Hall renovation and 120-unit multi-family development.
- B. Funding the Private Improvement (this does not include any TIF proceeds that may be used to fund the Private Improvement).
- C. Mobilizing and coordinating public and private capital investment into the Project through all available equity and debt sources.

- D. Directing and coordinating the appropriate consultants on the design of the Project.
- E. Complete the design and construction of the Private Improvement, subject to approval by the City.
- F. Providing guaranty(s) required by the construction lender.
- G. Following completion of the Project, providing all leasing and property management duties for City Hall after its conversion to a commercial building. Such responsibilities shall include the the collection and distribution of rent payments due to the City for commercial space in the redeveloped City Hall.
- H. At the sole discretion of the City and upon terms and conditions agreed to by the Parties, Pizzuti may serve as the City's Owners Representative on:
  - 1. The Public Improvements listed herein (excluding those already contemplated to be covered by Grove City's 2014-2015 capital improvement funds); and/or
  - 2. The design, construction and renovations of City Hall.

### **III. City Responsibilities**

- A. Funding the Public Improvements.
- B. Subject to the approval of City Council, establishing a Tax Increment Financing (TIF) District on the former Lumberyard Site.
- C. Subject to the approval of City Council, execute all necessary agreements and documents required to advance the project including, but not limited to, the designation of the TIF project area and the TIF Agreement.
- D. Subject to the approval of City Council, assist in obtaining any lot splits and/or the vacation of the alleyway on the former Lumberyard Site.
- E. Following completion of the Project, provide space in the re-developed City Hall for a leasing office and other supportive requirements for the multi-family project.

### **IV. Anticipated Costs/Funding.**

- A. As part of this Project, Pizzuti acknowledges and agrees that it will **NOT** request a real estate tax abatement on the Private Improvement. The Private Improvement shall be eligible for TIF funding.
- B. The estimated costs are as follows:
  - 1. Development of a 120-unit multi-family project (Private Improvement) – \$16,493,000. (\$12,093,000 from Pizzuti and \$4,400,000 of TIF proceeds.)
  - 2. Renovation of the existing City Hall with a first floor conversion to commercial retail use (Public Improvement) - \$930,000 (from TIF proceeds).

Date: 10-14-14  
Introduced By: Mr. Davis  
Committee: Safety  
Originated By: Mr. Boso  
Approved: \_\_\_\_\_  
Emergency: 30 Days: XX  
Current Expense: \_\_\_\_\_

No.: C-62-14  
1st Reading: 10-20-14  
Public Notice: 10/23/14  
2nd Reading: 11-03-14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-62-14

### AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PLEASANT TOWNSHIP TO PROVIDE DISPATCHING AND COMMUNICATION SERVICES FOR THE PLEASANT TOWNSHIP FIRE DEPARTMENT

---

WHEREAS, Pleasant Township desires to enter into a written agreement with the City of Grove City for dispatching and communication services for the Township Fire Department; and

WHEREAS, the City is able to furnish to the Township dispatch and communication services and it is in the best interests of the City to do so.

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

SECTION 1. The City Administrator is hereby authorized to execute an agreement in a substantially similar form to the attached Exhibit "A" with Pleasant Township, Ohio for dispatching and communication services.

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

**AGREEMENT**

Agreement to provide communication services ("Agreement") for the Pleasant Township ("Township") Fire Department by the City of Grove City ("City") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

**WHEREAS**, the Township desires to contract for communication services for the Township Fire Department; and

**WHEREAS**, the City is able to furnish to the Township such communication services and it is in the best interests of the City to do so; and

**WHEREAS**, the Council for the City by Ordinance No. [insert #] passed [insert date] authorized the City Administrator to enter into and execute, on behalf of the City, this Agreement with the Township to furnish such communication services; and

**NOW, THEREFORE**, made and entered into this the \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Township and the City witnesseth.

- I. The City shall furnish to the Township the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include, but not be limited to:
  - 1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township stations; and
  - 2) If requested, providing the Township a CAD printout to each Township station for each call for service received by the City; and
  - 3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings; and
  - 4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and
  - 5) Performing other services as may from time to time be mutually agreed by the parties.
- II. Additionally, the parties agree as follows:
  - (1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department;
  - (2) The City shall receive all calls and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City;

- (3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs;
- (4) Dispatching shall be performed only by qualified individuals hired by the City;
- (5) Both parties recognize that the City is under no obligation to assign a dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet to do so;
- (6) The City will continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity;
- (7) The Township, at its sole expense, shall assume all responsibility for the Township public safety radio equipment and shall pay any expenses, fees or other charges required to render it compatible with the City dispatch center and the Township shall coordinate any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming for their public safety radios shall be consistent in their compatibility with the City and County;
- (8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs;
- (9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and
- (10) The Township may submit run card assignment changes to the Grove City CIC Manager for implementation into the CAD System.

III. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for determining the proper allocation of the equipment, personnel and all other resources for providing fire and other emergency services.

IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.

V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:

- 1) Beginning [insert date] and continuing through [insert date], the township shall pay to the City, \$24,060.75 annually for such communication services;
- 2) Township payments to the City shall be made quarterly.

VI. This Agreement shall be for a period of three (3) years commencing on [insert date] and ending on [insert date] unless otherwise terminated earlier, as provided for herein. The City and Township may terminate this Agreement, without penalty or obligation, at the expiration of its original term or any extension thereof.

- VII. During the original term of this Agreement and any extensions permitted hereunder, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.
- VIII. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the parties, pursuant to the following process:
- 1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term and/or any previously approved extension.
  - 2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.
- IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.
- X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.
- XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.
- XII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.
- XIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

**IN WITNESS WHEREOF**, the City of Grove City and Pleasant Township have set their hands by their authorized representatives the day and year first written above.

CITY OF GROVE CITY, OHIO

PLEASANT TOWNSHIP, OHIO

By: \_\_\_\_\_  
 Charles W. Boso, Jr.  
 City Administrator

By: \_\_\_\_\_  
 Dale Worthington, Trustee

By: \_\_\_\_\_  
 Nancy Hunter, Trustee

By: \_\_\_\_\_  
 Ed Sheets, Trustee

Approved as to form:

By: \_\_\_\_\_  
 Stephen J. Smith, Law Director

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the Township'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.

\_\_\_\_\_  
Paula Wilkins, Fiscal Officer

\_\_\_\_\_  
Date

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

No.: C-63-14  
1st Reading: 10/20/14  
Public Notice: 10/23/14  
2nd Reading: 11/03/14  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-63-14

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DAY CARE CENTER FOR CITY CENTER CHILDCARE LOCATED AT 3721 BROADWAY

WHEREAS, City Center Childcare, applicant, has submitted a request for a Special Use Permit for a Day Care Center located at 3721 Broadway; and

WHEREAS, on October 07, 2014, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. The Special Use Permit shall be contingent upon the Child Care Center obtaining proper State approvals and licensing;
2. Applicant shall exercise its best effort to secure a shared parking agreement with the commercial property to the north (Saxton) tot utilize a portion of the parking lot for overflow parking;
3. Front parking lot improvements shall be completed according to submitted plans labeled "Front Parking Lot" dated January 23, 1995;
4. If a play area is installed as originally shown on plans received October 2<sup>nd</sup>, a new easement shall be drafted over this portion of the adjacent property to allow for its use as a play area. Details related to the play area such as fencing and other safety features shall be approved by the Building Division prior to installation.

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 City Center Childcare located at 3721 Broadway, contingent upon the stipulations set by Planning Commission.

**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:

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

*Postponed  
to 11-03-14*

No.: CR-63-14  
1st Reading: 10/20/14  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

**RESOLUTION NO. CR-63-14**

**A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR VANTRUST FOR A SPECULATIVE INDUSTRIAL BUILDING LOCATED ON THE NORTH SIDE OF SOUTHWEST BLVD**

WHEREAS, on October 07, 2014, the Planning Commission recommended approval of the Development Plan for the VanTrust speculative industrial building, with the following stipulations:

1. A deviation for a dry basin shall be permitted in place of a wet pond.

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 the VanTrust speculative industrial building, contingent upon the stipulation 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

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: 10/28/14  
Introduced By: Ms. KMcGraw  
Committee: Lands  
Originated By: City Clerk  
Approved: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No.: CR-65-14  
1st Reading: 11/03/2014  
Public Notice:  
2nd Reading:  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-65-14

**A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 5.923 ACRES LOCATED NORTH OF GROVE CITY ROAD AND WEST OF ELM STREET IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY**

WHEREAS, a petition to annex 5.9234+ acres located North of Grove City Road and West of Elm Street, in Jackson Township to the City of Grove City and signed by Barbara Helwagen and Reba D. Warren, was filed with the Board of County Commissioners of Franklin County, Ohio; and

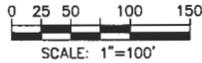
WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

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

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

SECTION 1. Upon its annexation to the City of Grove City, the 5.9234+ acres located North of Grove City Road and West of Elm Street, proposed for annexation by Barbara Helwagen and Reba D. Warren, will receive the following municipal services from the City of Grove City:

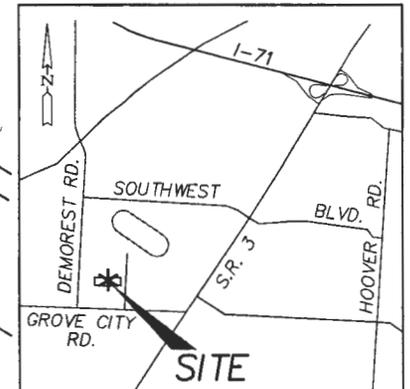
- |                         |  |
|-------------------------|--|
| Fire:                   | Jackson Township will continue to provide Fire protection.   |
| Police:                 | The City of Grove City, Police department, will provide police protection.   |
| Water:                  | The City of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



# ANNEXATION PLAT

FROM JACKSON TWP. TO THE CITY OF GROVE CITY  
V.M.S. 1388  
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

## LOCATION MAP (NOT TO SCALE)



LAT 39°53'05"N LON 83°06'14"W

BEULAH PARK GAMING VENTURES, INC.  
INS. 201007010082844  
0.053 AC.

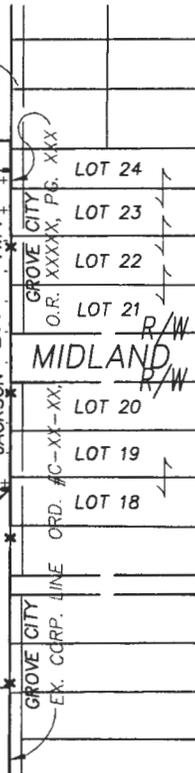
BEULAH PARK GAMING VENTURES, INC.  
INS. 201007010082844  
0.487 AC.

VACATED 10' ALLEY

OHIO CONFERENCE OF SEVENTH DAY ADVENTISTS  
D.B. 2279, PG. 187  
2.982 AC. (TAX)

GROVE CITY JACKSON TWP.

BARBARA HELWAGEN &  
REBA D. WARREN  
INS. 200804020049567  
5.923 AC.  
PID 160-000971



ELM ST.

ST.

TO GROVE CITY RD.

### LEGEND

- x — = EX. CORP. LINE
- - - - - = PROPOSED GROVE CITY CORP. LINE

SUBJECT PROPERTY IS NOT CURRENTLY ASSIGNED A STREET ADDRESS.

LOT NUMBERS REFERENCED TO THE PLAT "SMITH'S ADDN TO BEULAH", OF RECORD IN P.B. 5, PG. 310.

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

TOTAL PERIMETER OF ANNEXATION IS 2421 FT., OF WHICH 268 FT. IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 11.0% OF PERIMETER CONTIGUITY.

WILLIAM C. THOMAS,  
O.R. 33777, PG. H02  
1.002 AC. (TAX)

#567'  
BERKLEY J. ROACH, TR.  
INS. 200712040208134  
4.000 AC.

#358'  
DONN A. &  
BARBARA A. ROWE  
INS. 200201300027475  
1.351 AC.

P.O.B.

### ADJOINING OWNERSHIP

**LOT 18**  
TIMOTHY L. &  
BRENDA J. SMITH  
INS. 201302120025162

**LOT 19**  
TIMOTHY L. &  
BRENDA J. SMITH  
INS. 201302120025161

**LOT 20**  
STEPHANIE R. CASINO  
INS. 200210020246874

**LOTS 21-24**  
BEULAH PARK GAMING VENTURES, INC.  
INS. 201007010082844

DRAWING PREPARED BY:  
WESTERVILLE LAND SURVEYING  
90 E. COLLEGE AVE.  
WESTERVILLE, OH 43081  
(614) 899-2209

DRAWING NAME: 14273AN.DWG

DATE:  
JOB No.: 14-273  
CLIENT: Mr. Thomas Clark, Esq.

BY \_\_\_\_\_  
OHIO PROFESSIONAL SURVEYOR No. 7711

PRELIMINARY

