

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

August 21, 2017

6:00 PM

Council Work Session

*Will Bennett-Chair
Bob Clark
Steve Donahue
Bruce Jarvis
Bobbie Mershon
Mike Walker*

Call To Order

Roll Call

Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sargent Cassel, Shane Spencer

Reports

Bill Sims –

Dick Miller –

Steve Smith –

Shawn Starcher –

Rick Brown –

Joe Taylor –

Sargent Cassel –

Shane Spencer –

Request for Council Action

[RES-17-015](#)

A RESOLUTION APPROVING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW BOARD FOR THE FRANKLIN COUNTY TAX ABATEMENT AREAS WITHIN THE CITY OF CANAL WINCHESTER

Attachments: [Franklin County TIRC #1.1 Exhibit A](#)

[Franklin County TIRC #1.2 Exhibit B](#)

[RES-17-016](#)

A RESOLUTION APPROVING THE RECOMMENDATION OF THE TAX INCENTIVE REVIEW BOARD FOR THE FAIRFIELD COUNTY TAX ABATEMENT AREAS WITHIN THE CITY OF CANAL WINCHESTER

Attachments: [Fairfield County TIRC #2 Exhibit A](#)

[RES-17-017](#) A RESOLUTION TO APPROVE THE TRADE-IN OF A 2002 INTERNATIONAL 4900 DUMP/PLOW TRUCK

[ORD-17-035](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 26 WEST WATERLOO RD, CANAL WINCHESTER, OHIO OWNED BY TWO ELK, LLC AND DECLARING AN EMERGENCY

Attachments: [26 W. Waterloo Property Purchase Contract](#)

[ORD-17-036](#) AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS ORDINANCE 16-033, AMENDMENT #6

[ORD-17-037](#) AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THE LEASE/PURCHASE OF A FORD F-750 DUMP/PLOW TRUCK AND ACCESSORIES AND DECLARING AN EMERGENCY

[ORD-17-038](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A PRE- ANNEXATION AGREEMENT WITH JORDAN C. AND ERIN A MILLS FOR A TRACT OF LAND CONSISTING OF APPROXIMATELY 1.39 ACRES LOCATED SOUTH OF HILL RD. ALSO KNOWN AS 6416 HILL RD, FAIRFIELD COUNTY, OHIO

Attachments: [6416 Hill Rd Pre-Annexation Agreement](#)

[ORD-17-039](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT TEMPORARY WORK EASEMENTS TO COLUMBIA GAS TRANSMISSION, LLC FOR THE B-111 PIPELINE REPLACEMENT PROJECT AND TO AMEND THE 1996 PARTIAL RELEASE OF RIGHTS OF WAY AND DECLARING AN EMERGENCY.

Attachments: [ColGasEasement.PID0420376300.ExhibitA](#)

[ColGasEasement.PID0420376000.ExhibitB](#)

[ColGasEasement.RightOfWayAmendment.ExhibitC](#)

Items for Discussion

[17-214](#)

Solid Waste Management Plan for SWACO

Attachments: [Solid Waste Management Plan Ratification Letter](#)

Old/New Business

Adjournment

RESOLUTION NO.17-015

A RESOLUTION APPROVING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL FOR THE FRANKLIN COUNTY TAX ABATEMENT AREAS WITHIN THE CITY OF CANAL WINCHESTER

WHEREAS, the City of Canal Winchester has the statutory authority to create or be a part of various zones that provide economic development incentives, which include Community Reinvestment Areas, Enterprise Zones, and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City Council may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic development projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be created for each of the zones as required to review these agreements between the City or County and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, each TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each agreement within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31; and

WHEREAS, the recommendations of each TIRC are required to be forwarded to the City Council within 60 days of making the recommendations and the Council is required to act upon those recommendations;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the Canal Winchester Tax Incentive Review Council for any zones located in Franklin County is required to review agreements as of December 31, 2016 has done so and has forwarded its recommendations to the City Council.

Section 2: The City Council has taken the recommendations under consideration within the 60-day time frame.

Section 3: The City Council accepts the recommendations of the TIRC to accept the report and continue the agreement for all the properties described below:

a. Canal Winchester Community Reinvestment Area #1

| | <u>Parcel #</u> | <u>Property Owner</u> |
|-----|-----------------|-------------------------------|
| 1. | 184-000017 | GRAMMEL DAVID & ANDREA S. |
| 2. | 184-000030 | DANISON ELIZABETH M |
| 3. | 184-000045 | 4 EAST WATERLOO, LLC |
| 4. | 184-000123 | 4 EAST WATERLOO, LLC |
| 5. | 184-000136 | GREEN, MICHAEL & KATHRYN |
| 6. | 184-000197 | WATERLOO HIGH, LLC |
| 7. | 184-000232 | J & D PHILLIPS PROPERTIES LLC |
| 8. | 184-000241 | MAKDREW II LLC |
| 9. | 184-000321 | BOB MCDORMAN REAL ESTATE, LLC |
| 10. | 184-000337 | GIBBS THOMAS W & VICKIE L |

- 11. 184-000733 LARK ENTERPRISE INC
- 12. 184-002270 TS TRIM INDUSTRIES INC

b. Canal Winchester Community Reinvestment Area #2

| | <u>Parcel #</u> | <u>Property Owner</u> |
|----|-----------------|-----------------------|
| 1. | 184-000426 | ZEALER CARL C |

c. Gender Road Public Improvement TIF – approve report and continue

Section 4: That this resolution shall take effect and be in force from and after its passage.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

RESOLUTION NO. 17-016

A RESOLUTION APPROVING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL FOR THE FAIRFIELD COUNTY TAX ABATEMENT AREAS WITHIN THE CITY OF CANAL WINCHESTER

WHEREAS, the City of Canal Winchester has the statutory authority to create or be a part of various zones that provide economic development incentives, which include Community Reinvestment Areas, Enterprise Zones, and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City Council may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic development projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be created for each of the zones as required to review these agreements between the City or County and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, each TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each agreement within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31, 2016; and

WHEREAS, the recommendations of each TIRC are required to be forwarded to the City Council within 60 days of making the recommendations and the Council is required to act upon those recommendations;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the Canal Winchester Tax Incentive Review Council for any zones located in Fairfield County required to review agreements as of December 31, 2016 has done so and has forwarded its recommendations to the City Council.

Section 2: The City Council has taken the recommendations under consideration within the 60-day time frame.

Section 3: The City Council accepts the recommendations of the TIRC to accept the report and continue the agreement for all the properties described below:

a. CRA No. 2—Fairfield County

| | <u>Parcel #</u> | <u>Property Owner</u> |
|----|-----------------|--|
| 1. | 0420376360 | NIFCO AMERICA CORPORATION |
| 2. | 0420376340 | ENTERPRISE INVESTMENTS LIMITED PARTNERSHIP |
| 3. | 0420376370 | 380 W MUSKEGON LLC |
| 4. | 0420376380 | WOLFENBARKER GEORGE R & CAREN L |
| 5. | 0420376230 | DBS CANAL POINTE #1 LLC |
| 6. | 0420376240 | BUSEY ROAD OFFICE VENTURE 1 LLC |
| 7. | 0420376301 | 7895 DOVE PARKWAY LLC |
| 8. | 0420376290 | COMBS GROUP THE LLC |
| 9. | 0420376202 | TOBIN MARGARET E & RICHARD M |

- 10. 0420376201 AK ATHLETIC EQUIPMENT INC
- 11. 0420376270 PRESTIFILIPPO REAL ESTATE LTD
- 12. 0420376203 MANIFOLD PHALOR REAL ESTATE LLC
- 13. 0420376020 PATRICK M SHEA & SUSAN R STEDMAN
- 14. 0420376205 LUCKY BONES REAL ESTATE, LLC
- 15. 0420376010 ROMMELL GROUP, LLC

b. Canal Winchester #1 – Diley Road TIF - Accept Report and continue agreement

Section 4: That this resolution shall take effect and be in force from and after its passage.

PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

2016 Tax Incentive Review Council for Canal Winchester Community Reinvestment Area #2

| PARCEL NUMBER | CURRENT OWNERS NAME | TERMS | PROP CLASS | TOTAL APPRAISED VALUE | ANNUAL TAX PAID | TOTAL ABATED VALUE | ESTIMATED TAX SAVINGS | TAX STATUS | CURRENT # OF EMPLOYEES | EFFECTIVE YEARS | DATE PROPERTY INSPECTED |
|---------------|--|----------------|------------|-----------------------|---------------------|------------------------|-----------------------|------------|------------------------|-----------------|-------------------------|
| 0420376361 | NIFCO AMERICA CORPORATION | 100%/ 15 years | I | \$4,622,020.00 | \$128,925.69 | \$1,587,360.00 | \$43,984.84 | Current | 365 | 2007-2021 | 3/15/2017 |
| 0420376340 | ENTERPRISE INVESTMENTS LIMITED PARTNERSHIP | 100%/ 15 years | I | \$57,000.00 | \$1,713.63 | \$450,750.00 | \$12,490.56 | Current | 6 | 2002-2016 | 3/15/2017 |
| 0420376370 | 380 W MUSKEGON LLC | 100%/ 15 years | I | \$185,880.00 | \$5,581.59 | \$464,120.00 | \$12,861.06 | Current | 28 | 2003-2017 | 3/15/2017 |
| 0420376380 | WOLFENBARKER GEORGE R & CAREN L | 100%/ 15 years | I | \$93,930.00 | \$2,805.06 | \$443,840.00 | \$12,298.96 | Current | 13 | 2004-2018 | 3/15/2017 |
| 0420376230 | DBS CANAL POINTE #1 LLC | 100%/ 15 years | I | \$76,800.00 | \$2,318.04 | \$845,660.00 | \$23,433.30 | Current | 26 | 2005-2019 | 3/15/2017 |
| 0420376240 | BUSEY ROAD OFFICE VENTURE 1 LLC | 100%/ 15 years | I | \$110,160.00 | \$3,922.73 | \$458,000.00 | \$12,690.88 | Current | 35 | 2006-2020 | 3/15/2017 |
| 0420376301 | 7895 DOVE PARKWAY LLC | 100%/ 15 years | I | \$131,000.00 | \$3,629.94 | \$464,600.00 | \$12,873.72 | Current | 22 | 2007-2021 | 3/15/2017 |
| 0420376290 | COMBS GROUP THE LLC | 100%/ 15 years | I | \$80,000.00 | \$2,538.74 | \$556,010.00 | \$15,407.16 | Current | 17 | 2009-2023 | 3/15/2017 |
| 0420376202 | TOBIN MARGARET E & RICHARD M | 100%/ 15 years | I | \$172,805.00 | \$5,355.88 | \$715,260.00 | \$19,820.04 | Current | 16 | 2009-2023 | 3/15/2017 |
| 0420376201 | AK ATHLETIC EQUIPMENT INC | 100%/ 15 years | I | \$181,230.00 | \$5,609.23 | \$1,280,110.00 | \$35,470.98 | Current | 28 | 2010-2024 | 3/15/2017 |
| 0420376270 | PRESTIFILIPPO REAL ESTATE LTD | 100%/ 15 years | I | \$52,800.00 | \$1,960.16 | \$494,920.00 | \$13,714.50 | Current | 8 | 2010-2024 | 3/15/2017 |
| 0420376203 | MANIFOLD PHALOR REAL ESTATE LLC | 100%/ 15 years | I | \$841,790.00 | \$25,617.82 | \$1,251,960.00 | \$34,691.16 | Current | 49 | 2011-2025 | 3/15/2017 |
| 0420376020 | PATRICK M SHEA & SUSAN R STEDMAN | 100%/ 15 years | I | \$62,330.00 | \$1,727.48 | \$334,430.00 | \$9,267.58 | Current | 8 | 2015-2029 | 3/15/2017 |
| 0420376205 | LUCKY BONES REAL ESTATE LLC | 100%/ 15 years | I | \$54,000.00 | \$1,825.84 | \$291,760.00 | \$8,084.80 | Current | 22 | 2015-2029 | 3/15/2017 |
| 0420376010 | ROMMEL GROUP LLC | 100%/ 15 years | I | \$75,000.00 | \$2,078.22 | \$883,760.00 | \$24,488.66 | Current | 24 | 2016 - 2030 | 3/15/2017 |
| | | | | \$6,796,745.00 | \$195,610.05 | \$10,522,540.00 | \$291,578.20 | | 667 | | |

RESOLUTION NO. 17-017

**A RESOLUTION TO APPROVE THE TRADE-IN OF A 2002 INTERNATIONAL
4900 DUMP/PLOW TRUCK**

WHEREAS, the city owns a 2002 International 4900 Dump/Plow Truck and desires to trade in the vehicle on a new dump/plow truck as part of a proposal from Ricart Ford; and,

WHEREAS, Ordinance 40-11 requires Council authorization for all motor vehicle trade-ins; and,

WHEREAS, based on the recommendation of the Director of Public Works Council hereby finds and determines it is in the best interest of the City of Canal Winchester to trade-in the 2002 International 4900 Dump/Plow Truck.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the trade-in of the 2002 International 4900 Dump/Plow Truck is hereby authorized.

Section 2: That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 17-035

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 26 WEST WATERLOO RD, CANAL WINCHESTER, OHIO OWNED BY TWO ELK, LLC AND DECLARING AN EMERGENCY

WHEREAS, Council here finds and determines that it is in the best interest of the City of Canal Winchester to enter into an agreement for the purchase of the property located at 26 West Waterloo Road, Canal Winchester, Ohio, Franklin County (PID 184-000162) owned by Two Elk, LLC; and

WHEREAS, the parties have reached an agreement on price and closing conditions;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1: That the Mayor is hereby authorized to enter into a purchase and sale agreement, in a form substantially similar to Exhibit A, on behalf of the City of Canal Winchester for the purchase of real property located at 26 West Waterloo Road, Canal Winchester, Ohio, Franklin County (PID 184-000162) as fully described in said agreement, in the amount of \$144,500.00.

Section 2: That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase contract and the need to timely accept a pending offer sale and shall take effect and be in form from and after its passage.

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL



AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay agent or agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes the tenant.)

Property Address: 26 W Waterloo St, Canal Winchester, OH 43110

Buyer(s): The City of Canal Winchester

Seller(s) _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Kelly Abbott _____, and HER Realtors _____
AGENT(S) BROKERAGE

The seller will be represented by Sharon Miller _____, and Remax one _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

Agent(s)

work(s) for the buyer and Agent(s)

work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.

Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____

will be working for both the buyer and the seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family, or business relationship with either the buyer or seller. *If such relationship does exist, explain:*

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

be "dual agents" representing both parties' in this transaction in a neutral capacity. Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family, or business relationship with either the buyer or seller. *If such relationship does exist, explain:*

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his / her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER / TENANT _____ DATE _____

SELLER / LANDLORD _____ DATE _____

BUYER / TENANT _____ DATE _____

SELLER / LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclosed latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors, and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms of price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on half of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licenses: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the, same brokerage, the broker and manager are dual' agents. There are two exceptions to this. The first is where the broker or manager is personally representing on of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED. YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street; 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



Team Disclosure

To Accompany the State of Ohio Agency Disclosure Statement (01/01/05)

Kelly Abbott, lead sales agent, and the following licensed agents are the team members of Kelly Abbott & The "A" Team:

1. Kelly Abbott
2. Karen Ankrom
3. Allen Ankrom
4. Dawn McKnabb
5. Nancy Holloway
6. Shannon Springer
7. Victoria Wildermuth
8. Tonya Carroll

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

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

**REAL ESTATE
PURCHASE CONTRACT**

ADOPTED BY
COLUMBUS
REALTORS®

CIBA
COLUMBUS BAR ASSOCIATION

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

Date: 7/20/17

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of franklin _____, Tax parcel no(s) 184-000162 and further described as:

26 W Waterloo St Canal Winchester, Ohio 43110

1. Purchase price shall be \$ 136,500

One Hundred Thirty Six Thousand Five Hundred Dollars.

1.1 Additional Terms and Conditions:

Buyer selects First Ohio Title Agency, LTD., to provide title insurance, closing and escrow services for the subject property.

Attached Addendum 1 shall be a continuation of paragraph 1.1, Additional Terms and Conditions

2. Attorney Approval Clause

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within 5 calendar days after acceptance hereof (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 3 calendar days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 3 calendar day period. If the contract is terminated, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

3. Financing: (Buyer shall select and initial one of the following)

3.1 _____ Buyer will pay the purchase price in cash at closing. Paragraph 3.2 does not apply to this contract. Buyer shall deliver to the Seller or Seller's Broker, within 5 calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3. **OR**

3.2 _____ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 3.2.

3.2(a) Lender Pre-Qualification:

Buyer _____ (insert initials here) has delivered **OR** _____ (insert initials here) shall deliver within _____ calendar days (if left blank, the number shall be 2) after date of acceptance, to Seller or Seller's Broker, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

3.2(b) Loan Application:

(i) Within _____ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

- a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,
- b) inform the Seller or Seller's Broker in writing of the identity of the lender, and
- c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller or Seller's Broker in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 3.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller or Seller's Broker within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. **Failure of the Buyer to deliver the lender's written notification within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.**

3.2(c) Loan Commitment:

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller or Seller's Broker a loan commitment within _____ calendar days (if left blank the number shall be 30) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller or Seller's Broker, the Seller may terminate this contract pursuant to paragraph 3.3.

3.2(d) Appraisal Contingency:

If the property is appraised for loan purposes for less than the purchase price stated herein, the Buyer shall have the right to terminate this contract by written notice to the Seller or Seller's Broker delivered within 3 calendar days after Buyer receives notice of the appraised value, signed by the Buyer and accompanied with the appraisal. This contract shall terminate 3 calendar days thereafter, and the earnest money deposit shall be returned to the Buyer, pursuant to paragraph 12. **Failure of the Buyer to deliver the written notice of low appraised value within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate, pursuant to this provision.**

NOTE: The parties may use the 3 calendar day period prior to termination to renegotiate the purchase price or any other contract provisions in lieu of terminating the contract, but are not obligated to do so.

3.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 3.1, 3.2(a), 3.2(b)(i), or 3.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 16.1, notify the Buyer or Buyer's Broker in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 3.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

4. Taxes and Assessments:

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

Seller shall pay or credit at closing:

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

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

_____.

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

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

_____.

5. Fixtures and Equipment:

5.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And including the following:

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

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

6. Inspections and Tests:

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

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

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

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

6.3 **Specified Inspection Period:** Buyer shall have 12 _____ (not applicable if the number of calendar days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of calendar days for the Specified Inspection Period is a

specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties.

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

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

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

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

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

6.4 If the Buyer is **not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 6.3, then the Buyer may elect to proceed under one of the following provisions, 6.4(a) or 6.4(b):

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

The Buyer and Seller shall have - _____ calendar days (not applicable if the number of calendar days is not inserted), **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of calendar days for the Agreement to Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of calendar days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

OR

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

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

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 6.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

6.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 6.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 6.4(a) OR 6.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

7. Warranties:

7.1 Home Warranty or Protection Plan: The Seller, at a cost not to exceed \$ _____, shall provide a home warranty or protection plan from HomeGard (not applicable if plan name not inserted). The Broker may receive compensation for services rendered in connection with the sale of the home warranty or protection plan.

7.2 Gas Line Warranty or Protection Plan: The Seller, at a cost not to exceed \$ _____ (not applicable if the dollar amount is not inserted), shall provide a gas line warranty or protection plan. Seller may obtain the gas line warranty or protection from a vendor of the Seller's choice, unless Buyer specifies the specific vendor hereafter: _____.

8. Deed:

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

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

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

9. Title Insurance:

9.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 8.1.

9.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 9.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

9.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 8.1(c) through 8.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

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

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

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

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

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

10.3 Security deposits shall be transferred to the Buyer.

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

11. Damage or Destruction of Premises:

11.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller. If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. The Buyer may:

- (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the premises, **or**
- (b) rescind the contract by giving written notice to Seller and/or Seller's Broker within 10 calendar days after the Seller and/or Seller's Broker has delivered written notice to the Buyer and/or Buyer's Broker of such damage or destruction, and thereby release all parties from liability, in which event the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

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

11.3 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction, having the right to insurance proceeds, reimbursement for repairs, or rescind this contract, in which case the earnest money deposit shall be returned to the Buyer pursuant to paragraph 12.

12. Earnest Money Deposit:

12.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 12 is not applicable if no amount inserted).

12.1(a) The Earnest Money shall be deposited (Buyer shall select and initial one of the following):

_____ / _____ with the Buyer's Broker not later than 3 calendar days after acceptance of this contract by both parties in writing.

OR

_____ / _____ with the Buyer's Broker not later than 3 calendar days after the expiration of the Agreement to Remedy Period as set forth in paragraph 6.4 provided this Contract has not otherwise been terminated.

12.1(b) Within 3 calendar days of the receipt of the earnest money, the Buyer or Buyer's Broker shall notify the Seller or Seller's Broker in writing that Buyer has made the earnest money deposit (the "Deposit Notice").

12.1(c) If Seller or Seller's Broker does not receive the Deposit Notice within 3 calendar days following the date set forth in paragraph 12.1(a) for deposit of the Earnest Money, Seller may, at any time until Seller or Seller's Broker has received the Deposit Notice, notify Buyer or Buyer's Broker in writing that Seller has not received the Deposit Notice (a "Deposit Notice Demand"). If Seller receives the Deposit Notice within 3 calendar days after delivery of Seller's Deposit Notice Demand, the parties shall proceed with the transaction. If Seller does not receive the Deposit Notice within 3 calendar days after delivery of the Deposit Notice Demand, Buyer will be in breach of this contract and Seller may, at any time thereafter until the Deposit Notice has been delivered, terminate this contract by delivering written notice of termination to the Buyer.

12.2 Upon receipt of the earnest money by the Broker, the earnest money shall be deposited in the Broker's trust account.

Earnest Money Deposit Receipt

Broker acknowledges receipt of the Earnest Money Deposit set forth in Paragraph 12.1, by cash or check (check# _____), which shall be held, deposited and disbursed pursuant to paragraph 12.

Brokerage _____ HER Realtors _____, By _____, Date _____

12.3 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer rescinds this contract pursuant to paragraph 11.1(b), all earnest money deposited hereunder shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposited hereunder shall be paid to the Seller. In any event, except as provided in paragraph 3.3, and subject to collection by the Broker's depository, all earnest money deposited hereunder are to be disbursed as follows:

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

12.4 Except as provided in paragraph 3.3, the return or payment of the earnest money deposit hereunder shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

13. Additional Provisions:

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

13.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

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

13.4 Term Definition: The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different. The term "day(s)" means calendar day(s). All references to dates and times refer to Columbus, Ohio, time.

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

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

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

14. NOTICES TO THE PARTIES:

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

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

14.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing

accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

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

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

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

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

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

15. Closing and Possession:

15.1 Closing: This contract shall be performed, and this transaction closed, on or before 30 days from date of contract acceptance unless the parties agree in writing to an extension. The Parties hereby expressly authorize any lender and/or closing agent to provide the parties' brokers, agents, and attorneys with the closing settlement statement (ALTA-1 or equivalent) for review in advance of closing.

15.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within 2 calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

15.3 Possession: Seller is entitled to possession through closing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 11.

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

16. Duration of Offer:

This offer shall be open for acceptance through 7/21/17 @ 2:00 p.m.

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

Signature: _____
Print Name: The City of Canal Winchester
Date Signed: _____

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

Phone #: _____
Deed to: _____

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

Brokerage: HER Realtors
Brokerage License #: 2009000708
MLS Office ID #: _____
Ofc. #: _____
Fax #: _____
Address: _____

Agent: Kelly Abbott
Agent License #: 2007003182
Phone #: 6142064675
Alternate Phone #: _____
Fax #: 8885164068
Email: Kelly.abbott@herrealtors.com

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

Signature: _____
Print Name: _____
Date Signed: _____

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

Phone #: _____

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

Brokerage: ReMax One
Brokerage License #: _____
MLS Office ID #: _____
Ofc. #: _____
Fax #: _____
Address: _____

Agent: Sharon Miller
Agent License #: 200501170
Phone #: 6145825803
Alternate Phone #: _____
Fax #: 6144748404
Email: sherriemiller@remax.net

**ADDITIONAL TERMS
AND CONDITIONS**



It is recommended that all parties be represented by an attorney.

Page 1 of 1

Premises Address: 26 W Waterloo St, Canal Winchester, OH 43110

Date: 7/20/17

The following is a continuation of the terms and conditions of paragraph 1.1 of an offer to purchase the above premises:

Offer is contingent upon approval of purchase by the Canal Winchester City Council.

Buyer

Seller

Buyer

Seller

Date

Date



COUNTER OFFER (NUMBER 2)

IT IS RECOMMENDED THAT ALL PARTIES
BE REPRESENTED BY LEGAL COUNSEL

Date: 07/31/2017

Page 1 of 1

Premises Address: 26 W Waterloo St, Canal Winchester, OH 43110

Seller: Two Elk LLC

Buyer: City of Canal Winchester

The following is a counter offer:

All parties agree the purchase price shall be \$144,000 (One Hundred Forty-Four Thousand Dollars), contingent upon Canal Winchester City Council Approval.

All other terms and conditions to remain the same.

This offer is open for acceptance until: 08/01/2017 5:00 pm

Michael Ebert
Buyer

Seller

Buyer

Seller

Date: 7/31/2017

Date: _____



ORDINANCE NO. 17-036

**AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS
ORDINANCE 16-033, AMENDMENT #6**

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1: That the 2017 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$147,000.00 to the Lands and Buildings – Capital Outlay function; and

Section 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

ORDINANCE NO. 17-037

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT FOR THE LEASE/PURCHASE OF A FORD F-750 DUMP/PLOW TRUCK AND ACCESSORIES AND DECLARING AN EMERGENCY

WHEREAS, it is the recommendation of the Director of Public Service and the Superintendent of Streets, Lands and Buildings that the acquisition of a dump/plow truck is necessary to perform the essential functions of the Department of Public Service; and,

WHEREAS, pursuant to Section 8.02(C) of the Charter, Council by a vote of no less than five members may waive competitive bidding if Council determines it is in the best interest of the City, including when purchasing through the State Contract program as an alternative to competitive bidding; and,

WHEREAS, it is the recommendation of the Finance Director to obtain financing for the purchase through an equipment lease line available from Huntington Public Capital Corporation; and,

WHEREAS, Council accordingly hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into an agreement for the lease/purchase of a Ford F-750 Dump/Plow Truck for the Street Department with Ricart Ford at a cost consistent with the State Contract pricing for such equipment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1: That the Mayor and Finance Director be authorized to enter into a commitment on behalf of the City of Canal Winchester with Ricart Ford for the lease/purchase of a Ford F-750 Dump/Plow Truck in the amount of approximately \$115,000.00 and negotiate financing terms with Huntington Public Capital.

SECTION 2: That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to place order to ensure delivery in time for the upcoming snow season; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 17-038

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH JORDAN C. AND ERIN A MILLS FOR A TRACT OF LAND CONSISTING OF APPROXIMATELY 1.39 ACRES LOCATED SOUTH OF HILL RD. ALSO KNOWN AS 6416 HILL RD, FAIRFIELD COUNTY, OHIO

WHEREAS, the Mayor and Council of the City of Canal Winchester have determined that a Pre- Annexation Agreement with Jordan C. and Erin A. Mills for a tract of land consisting of approximately 1.39 acres located south of Hill Rd. known as 6416 Hill Rd. in Violet Township, Fairfield County is in the best interests of the City of Canal Winchester;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CANAL WINCHESTER, OHIO:

SECTION 1: That the Mayor is hereby authorized to enter into a Pre-Annexation Agreement with Jordan C. and Erin A. Mills as detailed in a form substantially similar to the attached Exhibit A and incorporated herein by reference.

SECTION 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

PRE-ANNEXATION AGREEMENT

This Agreement is entered into, by and between the City of Canal Winchester, Ohio, an Ohio charter municipal corporation (hereinafter "City"), and Jordan C. and Erin A. Mills (hereinafter referred to as "Mills").

PURPOSE

Mills' are the owners of a tract of land consisting of approximately 1.39 acres located south of Hill Rd near the intersection with Cannon Dr.

Mills' desire to continue to occupy the property as a residence. In order to continue residential of the property, water and sewer service is essential. The property would benefit from City services including municipal water and sewer services. As described in more detail in the following sections of this Agreement, the City can offer its municipal services to the area if the area is annexed to the City.

Therefore, in order to gain mutual benefits, the City and Mills' agree as follows:

1. Annexation Petition. The City will prepare and provide to Mills' an annexation petition. Mills' will sign the annexation petition agreeing to annex the property described in this Agreement to the City and appointing Eugene L. Hollins as the petitioner's agent. The petition will be filed with the Fairfield County Commissioners. The City agrees that all costs and expenses in prosecuting the annexation will be borne by the City. Should Mills', or either of them, desire their own attorney to represent their interests with regard to the annexation petition, those costs will be borne by Mills'. Once this Agreement is signed and accepted by the City, Mills' agree that they will not take their name off the petition and will continue to support the annexation to the City throughout the entire annexation process, including any appeal or court action. Mills' will provide affidavits to the City for presentation to the Fairfield County Board of County

Commissioners in support of annexation and, if necessary, Mills' or their agents or assigns will testify at the request of the City regarding the merits of the annexation at the hearing held before the Fairfield County Board of Commissioners or subsequent court hearings.

2. Service Resolution. Pursuant to R.C. Section 709.03(0), the City agrees to enact the appropriate City Service Resolution stating the services that will be provided to the area sought to be annexed. If necessary, the City agrees to provide witnesses for the hearing before the County Commissioners and to provide affidavits in support of its Service Resolution.

3. Water and Sewer. In consideration of the Mills' commitment to pursue annexation of the property to Canal Winchester, the City agrees to allow service lines to connect to public water and sewer lines in the vicinity of the Hill Rd. and Cannon Dr. to serve Mills' property. All service lines will be installed at the sole cost of Mills'. To induce the City to allow water and sewer lines to be connected before annexation has been completed, Mills' agree as follows:

A. Mills' agree the water and sanitary sewer service line connection plans will be reviewed and approved by the City prior to installation. Mills' further agree water and sewer connections will be constructed in compliance with the construction and material specifications of the City and all construction shall be inspected by the City.

B. Mills' agree to abide by all current and subsequent City ordinances regarding water and sanitary sewer services and to timely pay all applicable charges and fees for services. Upon failure to do so, Mill's agree that water and/or sanitary sewer water may be terminated without notice.

C. The City agrees that the applicable connection and user charges shall be

the "in- town" connection charges without the surcharge customarily charged to users outside the corporate boundaries of the City. If for any reason the property is not ultimately annexed to the City, the City reserves the right to charge the Mills' the cost differential between the "in-town" connection charges and user fees and the "out-of-town" connection charges and user fees and Mills' agree to pay the same.

D. Mills' agree the cost of the water and sewer connection charges plus any fees charged by Fairfield County Auditor associated with the filing will be assessed to the property tax in equal payments with no interest over a 5-year period, provided that Mills' will first provide an initial 25% down payment towards both the water and sewer connection fees. Mills' further agree that, should the property transfer within the assessment period, remainder of the payments must be paid in full.

E. Mills' acknowledge and agree that the City has no legal obligation to provide sanitary sewer and/or water service to the property and that the City is executing this Agreement solely as an accommodation to the Mills' to remedy water and sanitary sewer problems and thereby provide for the health and safety of the Mills'.

4. Zoning. Pursuant to Section 1151.04 of the Codified Ordinances of the City of Canal Winchester, the property will be automatically zoned to the Limited Density Residential (R-1) District contemporaneously upon acceptance of the annexation.

5. Miscellaneous.

(a) This Agreement and the rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof and shall inure to the benefit of and be binding on the respective successors and assigns.

(b) This Agreement supersedes any and all prior agreements, arrangements,

negotiations, letters of understandings and acknowledgments between the City and Mills' or any related party, relative to matters contained herein whether oral or written. No amendment, modification or alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

(c) If for any reason any one or more articles, sections, sentences, clauses or parts of this Agreement are held invalid by any court of law or duly authorized public body such determination shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operation to the specific articles, sections, sentences, clauses or parts of this Agreement held invalid and the invalidity of any article, section, sentence, clause or part of the Agreement in any one or more instance shall not prejudice in any way the validity of the Agreement in any other instance nor shall such finding alter the understandings of both parties as to the intent of this Agreement and both parties agree to use their best efforts to bring to fruition the results contemplated in this agreement regardless of the findings of any court of law or other duly authorized public body.

This Agreement shall be effective on the date last signed below.

Signed this ___ day of _____, 2017.

THE CITY OF CANAL WINCHESTER

By: _____
Michael Ebert, Mayor

Jordan C. Mills

Erin A. Mills

ORDINANCE NO. 17-039

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT TEMPORARY WORK EASEMENTS TO COLUMBIA GAS TRANSMISSION, LLC FOR THE B-111 PIPELINE REPLACEMENT PROJECT AND TO AMEND THE 1996 PARTIAL RELEASE OF RIGHTS OF WAY AND DECLARING AN EMERGENCY.

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide temporary work area to Columbia Gas Transmission, LLC for the purpose of providing access and additional work area for the Columbia Gas Transmission B-111 pipeline replacement project; and to amend the 1996 Partial Release of Rights of Way through portions of the Canal Pointe Commerce Park for the purpose of providing additional dimensional detail to the description of said right of way.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester temporary work area easements to Columbia Gas Transmission, LLC in relation to the B-111 pipeline replacement project, as more fully described in the Temporary Work Space and/or Roadway Access Easements for parcel no. 040376300 and parcel no. 042037600, attached hereto as Exhibits A and B and incorporated herein by reference.

Section 2: That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester a Right of Way Amendment to the Columbia Gas Transmission Corporation Release of Right of Way Agreement dated October 29, 1996; that defines in detail the dimensions of the permanent easement for the Columbia Gas Transmission pipeline through parcel no.040376300, attached hereto as Exhibit C and incorporated herein by reference.

Section 3: That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to meet a specific construction schedule associated with the development of the Canal Pointe Industrial Park; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

TEMPORARY/ADDITIONAL TEMPORARY WORK SPACE and/or ROAD ACCESS EASEMENT

THIS TEMPORARY/ADDITIONAL TEMPORARY WORK SPACE and/or ROAD ACCESS EASEMENT ("**Agreement**"), is made as of this _____ day of _____, 20____, by and between **City of Canal Winchester, an Ohio Municipal Corporation**, whose address is **36 South High Street, Canal Winchester, OH 43110**, and **COLUMBIA GAS TRANSMISSION, LLC**, a Delaware limited liability company, with an address of 1700 MacCorkle Avenue, S.E., Charleston, WV 25314 (the "**Grantee**").

WITNESSETH

WHEREAS, Grantor is the present owner of certain real property being described in that certain **Warranty Deed**, dated **August 15, 1995** from **Stanley E. Smith, married to Village of Canal Winchester, an Ohio Municipal Corporation** recorded in the County Clerk's Office for **Fairfield** County, Ohio in **Deed Book 639**, Page **273**, with property tax parcel identification number **0420376300**, being more particularly described as **OH-FF-0487.000** in **Exhibit A** attached hereto (the "**Property**");

WHEREAS, Grantee desires the right to use certain Temporary/Additional Temporary Work Space and/or Road Access (as defined below) located on the Grantor's Property in connection with the replacement of Grantee's B System Project (the "**Project**") on, over, under and through certain easements located on Grantor's Property or property adjacent and/or proximate to the Grantor's Property.

NOW, THEREFORE, in consideration of \$10.00 (Ten and 00/100 Dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

GRANT OF TEMPORARY EASEMENT. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, license, liberty, privilege and easement to use that portion of Grantor's Property described and/or depicted in **Exhibit A** attached hereto and incorporated herein (the "**Temporary/Additional Temporary Work Space and/or ROAD ACCESS**") for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary/Additional Temporary Work Space and/or Road Access. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary/Additional Temporary Workspace and/or Road Access over and across the Grantor's Property and any adjoining land owned by Grantor.

RESTORATION. At such time as Grantee no longer requires the use of the Temporary/Additional Temporary Work Space and/or Road Access for the purposes set forth herein, Grantee shall restore the area disturbed by Grantee's construction activities as near as practicable to its condition immediately prior to Grantee's use.

TERM. This Temporary/Additional Temporary Work Space and/or Road Access Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Project, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Project.

FURTHER ASSURANCES. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

COVENANTS RUNNING WITH THE LAND. This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on the parties hereto and their respective heirs, successors and assigns. In the event Grantor intends to sell or transfer the subject property prior to the termination of this Temporary/Additional Temporary Work Space and/or Road Access Easement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

SEVERABILITY. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between Grantor and Grantee covering the subject matter hereof.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of Ohio.

COUNTERPARTS. This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

INTEGRATION. This Agreement supersedes all prior verbal or written agreements, representations or understandings pertaining to the subject matter of this Agreement, and may be modified or amended only by a written agreement signed by Grantor and Grantee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Grantor and Grantee have executed this Agreement as of the date first set forth above.

GRANTOR:
CITY OF CANAL WINCHESTER,
an Ohio municipal corporation

By: _____
Its: _____

GRANTEE:

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[0128850.0615530_4849-0154-1707v1](#)

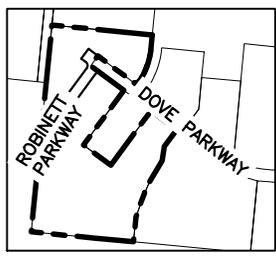
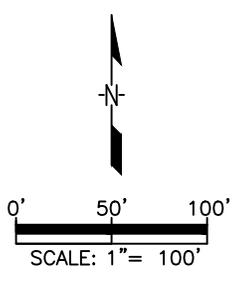


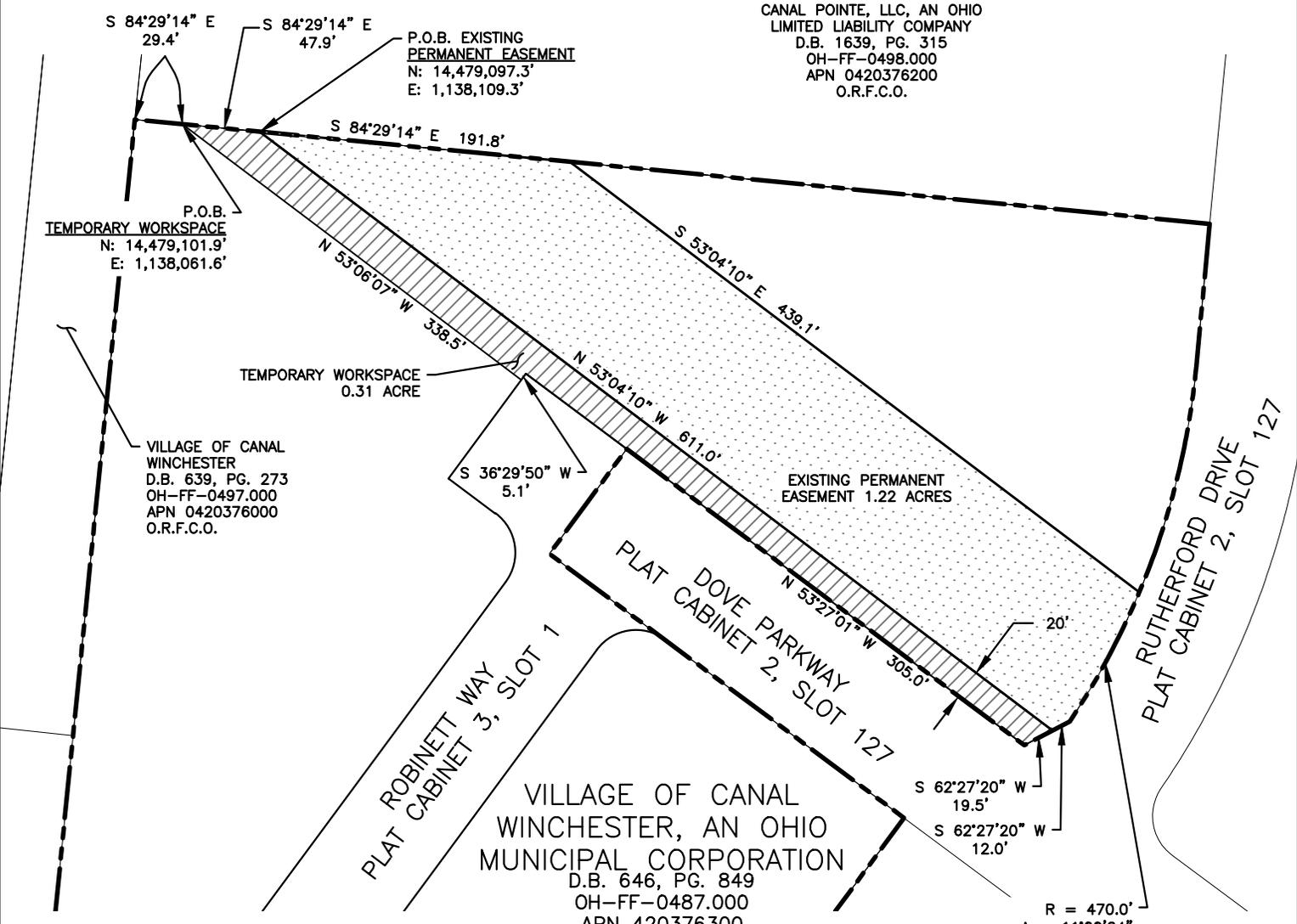
EXHIBIT "A"

PERMANENT PIPELINE EASEMENT AND TEMPORARY
WORKSPACE LYING WITHIN AND BEING FROM
APN 420376300
PART OF THE SE 1/4 OF SECTION 20, T-15-N, R-20-W
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO



VICINITY MAP
N.T.S.

CANAL POINTE, LLC, AN OHIO
LIMITED LIABILITY COMPANY
D.B. 1639, PG. 315
OH-FF-0498.000
APN 0420376200
O.R.F.C.O.

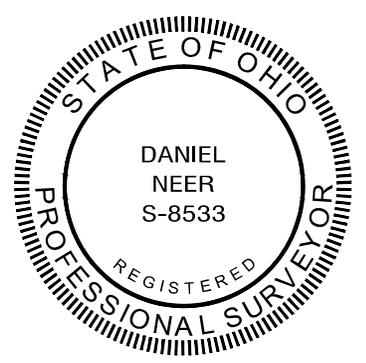


NOTES:

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS GRID NORTH, UTM 17 NORTH ZONE, NAD 83 (2011), U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37, O.A.C.
4. LAND RECORDS AND DEED INFORMATION SUPPLIED BY NORTHEASTERN LAND SERVICES. THIS DOCUMENT WAS PRODUCED WITHOUT THE BENEFIT OF A TITLE REPORT.
5. TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT, TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. THE DIMENSIONS SHOWN FOR THE TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE ARE BASED ON MEASUREMENTS ALONG AND PERPENDICULAR TO THE PERMANENT EASEMENT.

DAN 1-27-17

DANIEL A. NEER DATE:
P.S. NO. 8533
PHONE: (859) 629-3533
FAX: (859) 224-0146



LEGEND

| | |
|------------|---|
| ⊖ | BASELINE |
| T | TOWNSHIP |
| R | RANGE |
| D.B. | DEED BOOK |
| P.B. | PLAT BOOK |
| D.V. | DEED VOLUME |
| I.N. | INSTRUMENT |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.T. | POINT OF TERMINATION |
| P.O.S. | POINT OF SUSPENSION |
| P.O.R. | POINT OF RESUMPTION |
| C.P.B. | CONDO PLAT BOOK |
| ROW | RIGHT OF WAY |
| PERM. | PERMANENT |
| CONC. | CONCRETE |
| MON. | MONUMENT |
| FND. | FOUND |
| N.T.S. | NOT TO SCALE |
| APN | AUDITOR PARCEL NUMBER |
| O.R.F.C.O. | OFFICIAL RECORDS OF FAIRFIELD COUNTY, OHIO P.I. |
| —○— | ROADWAY CENTERLINE |
| — — | EXISTING PIPELINE |
| — — — | PROPERTY LINE |
| — · — · — | ADJACENT PROPERTY LINE |
| ▨ | EXISTING PERMANENT EASEMENT |
| ▩ | PROPOSED PERMANENT EASEMENT |
| ▧ | TEMPORARY WORKSPACE |
| ▦ | PREVIOUSLY DISTURBED TEMPORARY WORKSPACE |
| ▥ | ADDITIONAL TEMPORARY WORKSPACE |
| ▤ | STAGING AREA |
| — | ACCESS ROAD |

| PROJECT RIGHT OF WAY ACROSS THE PROPERTY OF: VILLAGE OF CANAL WINCHESTER, AN OHIO MUNICIPAL CORPORATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|----------------------------|--|--|-------|-------|-------|---|---------|-----------------------------------|-----|-----|-----|---|---------|-------------------|-----|-----|-----|---|---------|----------------------------|----|----|-----|---|---------|--------------------------------------|----|----|-----|---|---------|--|----|----|-----|--|--|--|
| DISTANCE ACROSS PROPERTY: N/A FEET = N/A PROPOSED PERMANENT EASEMENT: N/A TEMPORARY WORKSPACE: 0.31 ACRE EXISTING PERMANENT EASEMENT: 1.22 ACRES PREVIOUSLY DISTURBED TEMPORARY WORKSPACE: N/A ADDITIONAL TEMPORARY WORKSPACE: N/A ACCESS ROAD: N/A ACCESS ROAD TOTAL DISTANCE: N/A STAGING AREA: N/A | | M M MOTT MACDONALD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PROJ. ID 21506 | ENGINEER DANIEL A. NEER | FIELD BOOK _____ | COUNTY(IES) FAIRFIELD COUNTY PART OF THE SE 1/4 OF SECTION 20, T-15-N, R-20-W | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SURVEY DATE 09/2015 | MAP DATE 1/27/2017 | STATE(S) OHIO | SHEET NO. 1 OF 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| APPROVED BY MM | SCALE 1"=100' | DRAWING NO. OH-FF-0487.000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> <th>DRWN</th> <th>CHK'D</th> <th>APP'D</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>1/20/17</td> <td>REVISE EASEMENT PER LAND COMMENTS</td> <td>PJD</td> <td>JBH</td> <td>DAN</td> </tr> <tr> <td>4</td> <td>11/2016</td> <td>REVISED WORKSPACE</td> <td>KSS</td> <td>KAM</td> <td>DAN</td> </tr> <tr> <td>3</td> <td>6/27/16</td> <td>REVISED PER CLIENT REQUEST</td> <td>MM</td> <td>MM</td> <td>DAN</td> </tr> <tr> <td>2</td> <td>5/26/16</td> <td>REVISED PER COMMENTS-FINAL SUBMITTAL</td> <td>MM</td> <td>MM</td> <td>DAN</td> </tr> <tr> <td>1</td> <td>4/22/16</td> <td>INITIAL SUBMITTAL FOR REVIEW AND COMMENT</td> <td>MM</td> <td>MM</td> <td>DAN</td> </tr> </tbody> </table> | NO. | DATE | REVISION | DRWN | CHK'D | APP'D | 5 | 1/20/17 | REVISE EASEMENT PER LAND COMMENTS | PJD | JBH | DAN | 4 | 11/2016 | REVISED WORKSPACE | KSS | KAM | DAN | 3 | 6/27/16 | REVISED PER CLIENT REQUEST | MM | MM | DAN | 2 | 5/26/16 | REVISED PER COMMENTS-FINAL SUBMITTAL | MM | MM | DAN | 1 | 4/22/16 | INITIAL SUBMITTAL FOR REVIEW AND COMMENT | MM | MM | DAN | | | |
| NO. | DATE | REVISION | DRWN | CHK'D | APP'D | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 1/20/17 | REVISE EASEMENT PER LAND COMMENTS | PJD | JBH | DAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 11/2016 | REVISED WORKSPACE | KSS | KAM | DAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 6/27/16 | REVISED PER CLIENT REQUEST | MM | MM | DAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 5/26/16 | REVISED PER COMMENTS-FINAL SUBMITTAL | MM | MM | DAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 4/22/16 | INITIAL SUBMITTAL FOR REVIEW AND COMMENT | MM | MM | DAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Written: January 27, 2017
OH-FF-0487.000
**Columbia Gas Transmission
B111 20" Pipeline Project**
AP Dove Parkway LLC, a Delaware Limited Liability Company
1.22 Acre Permanent Easement
0.31 Temporary Workspace Easement

GENERAL DESCRIPTION

Situated in the State of Ohio, Fairfield County, Violet Township, lying within and being a part of the southeast quarter (1/4) of Section 20, Township 15 North, Range 20 West and being on, over and across a tract of land conveyed to Village of Canal Winchester, an Ohio Corporation (hereinafter referred to as "Canal Winchester") by deed of record in Deed Book 646, Page 849 (all records referenced herein refer to the records of the Recorder's Office, Fairfield County, Ohio).

PERMANENT EASEMENT DESCRIPTION

Being a metes and bounds description of land and being more particularly described as follows:

BEGINNING at a point on a common line to the northerly line of said Canal Winchester tract and the southerly line of a tract of land conveyed to Canal Pointe, LLC, an Ohio Limited Liability Company (hereinafter referred to as "Canal Pointe") by deed of record in Deed Book 1639, Page 315, said point bearing South 84°29'14" East, a distance of 77.3 feet from the common westerly corner to said Canal Winchester and Canal Pointe tracts and being on an easterly line of a tract of land conveyed to Village of Canal Winchester by deed of record in Deed Book 639, Page 273;

THENCE South 84°29'14" East, along said common line, a distance of 191.8 feet to a point;

THENCE South 53°04'10" East, across said Canal Winchester tract, a distance of 439.1 feet to a point on the arc of a curve to the right on an easterly line of said Canal Winchester tract and being on the westerly right-of-way line of Rutherford Drive, dedicated in Plat Cabinet 2, Slot 127;

THENCE with said easterly line and said westerly right-of-way line and with said arc, having a radius of 470.0 feet, a delta angle of 11°00'24", an arc length of 90.3 feet and chord bearing and length of South 28°26'15" West, 90.2 feet to a point;

THENCE South 62°27'20" West, continuing with said easterly line and said westerly right-of-way line, a distance of 12.0 feet to a point;

THENCE North 53°04'10" West, across said Canal Winchester tract, a distance of 611.0 feet to the **POINT OF BEGINNING**.

The above-described Permanent Easement contains 1.22 acres, more or less.

TEMPORARY WORKSPACE EASEMENT DESCRIPTION

Being a metes and bounds description of land and being more particularly described as follows:

BEGINNING at a point on a common line to the northerly line of said Canal Winchester tract and the southerly line of a tract of land conveyed to Canal Pointe, LLC, an Ohio Limited Liability Company (hereinafter referred to as "Canal Pointe") by deed of record in Deed Book 1639, Page 315, said point bearing South 84°29'14" East, a distance of 29.4 feet from the common westerly corner to said Canal Winchester and Canal Pointe tracts and being on an easterly line of a tract of land conveyed to Village of Canal Winchester by deed of record in Deed Book 639, Page 273;

THENCE South 84°29'14" East, along said common line, a distance of 47.9 feet to a point on the southwesterly line of the above-described Permanent Easement;

THENCE South 53°04'10" East, across said Canal Winchester tract, a distance of 611.0 feet to a point on an easterly line of said Canal Winchester tract and being on the westerly right-of-way line of Rutherford Drive, dedicated in Plat Cabinet 2, Slot 127;

THENCE South 62°27'20" West, along said easterly line and said westerly right-of-way line, a distance of 19.5 feet to a point on a southerly line of said Canal Winchester tract and on the northerly right-of-way line of Dove Parkway, dedicated in Plat Cabinet 2, Slot 127;

THENCE North 53°04'10" West, with said southerly line and partly with said northerly right-of-way line and partly with the northerly right-of-way line of Robinett Way, dedicated Plat Cabinet 3, Slot 1, a distance of 305.0 feet to a point at an interior corner and easterly line of said Canal Winchester tract and on a westerly right-of-way line of said Robinett Way;

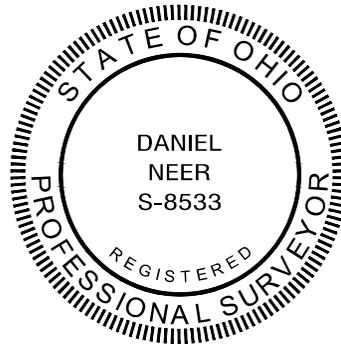
THENCE South 36°29'50" West, along said easterly line and westerly right-of-way line, a distance of 5.1 feet to a point;

THENCE North 53°06'07" West, across said Canal Winchester tract, a distance of 338.5 feet to the **POINT OF BEGINNING**.

The above-described Temporary Easement contains 0.31 acre, more or less.

Bearing Source: Grid North, Bearings and Distances are derived from static ties to existing NGS monuments and transformed into NAD 83 (NA2011), UTM Zone 17 Datum, U.S. Survey Foot, Global Positioning System (GPS) survey performed by Mott MacDonald.

I, Daniel Neer, Professional Surveyor No. 8533-Ohio, do hereby certify that the above description and the attached plat were prepared under my direction and supervision from land records and deed information supplied by Northeastern Land Services and from an actual field survey made on the ground within the month of July, 2015.



1-27-17

Daniel Neer, P.S. Ohio No. 8533
Mott MacDonald
2343 Alexandria Drive, Suite 320
Lexington, KY 40515
859-629-3533 – Office
859-224-0146 – Fax
COA No. 01776

Date

APPENDIX "A"
B-SYSTEM
LANDOWNER OFFER DETAIL

Tract#: OH-FF 0487.000

Landowner Name: City of Canal Winchester

Check Number: _____

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

| | LENGTH | WIDTH | ACREAGE | PRICE/ACRE | EASEMENT TOTAL |
|--|--------|-------|---------|-------------|-------------------|
| PERMANENT EASEMENT | 0.00 | 0.00 | 0.00 | \$15,000.00 | \$0.00 |
| TEMPORARY WORKSPACE | N/A | 0.00 | 0.31 | \$5,000.00 | \$1,550.00 |
| ADDITIONAL TEMPORARY WORKSPACE | N/A | N/A | 0.00 | \$5,000.00 | \$0.00 |
| TEMPORARY ACCESS ROAD | N/A | N/A | 0.00 | \$5,000.00 | \$0.00 |
| TOTAL CONSIDERATION FOR PERMANENT AND TEMPORARY WORKSPACE ACREAGE | | | | | \$1,550.00 |

CROP DAMAGES

| | ROW CROP TYPE | UNIT PRICE | YIELD | ACREAGE | | TOTAL |
|---------------|---------------|------------|-------|---------|-------|--------|
| 1ST YR | | | | | x100% | \$0.00 |
| 2ND YR | | | | | x100% | \$0.00 |
| 3RD YR | | | | | x100% | \$0.00 |

| DAMAGES | DAMAGE DESCRIPTION | |
|---------------------------------|--------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |
| TOTAL DAMAGES | | \$0.00 |
| | | TOTAL CONSIDERATION |
| | | \$1,550.00 |
| Percent Ownership | | 100% |
| Total Consideration Paid | | \$1,550.00 |

| | |
|-----------------------|-------|
| LANDOWNER SIGNATURE: | DATE: |
| LAND AGENT SIGNATURE: | DATE: |

TEMPORARY/ADDITIONAL TEMPORARY WORK SPACE and/or ROAD ACCESS EASEMENT

THIS TEMPORARY/ADDITIONAL TEMPORARY WORK SPACE and/or ROAD ACCESS EASEMENT ("**Agreement**"), is made as of this _____ day of _____, 20____, by and between City of Canal Winchester, an Ohio Municipal Corporation, whose address is 36 South High Street, Canal Winchester, OH 43110, and COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, with an address of 1700 MacCorkle Avenue, S.E., Charleston, WV 25314 (the "**Grantee**").

WITNESSETH

WHEREAS, Grantor is the present owner of certain real property being described in that certain Warranty Deed, dated August 15, 1995 from Stanley E. Smith, married to Village of Canal Winchester, an Ohio Municipal Corporation recorded in the County Clerk's Office for Fairfield County, Ohio in Deed Book 639, Page 273, with property tax parcel identification number 0420376000, being more particularly described as OH-FF-0497.000 in Exhibit A attached hereto (the "**Property**");

WHEREAS, Grantee desires the right to use certain Temporary/Additional Temporary Work Space and/or Road Access (as defined below) located on the Grantor's Property in connection with the replacement of Grantee's **B** System Project (the "**Project**") on, over, under and through certain easements located on Grantor's Property or property adjacent and/or proximate to the Grantor's Property.

NOW, THEREFORE, in consideration of \$10.00 (Ten and 00/100 Dollars) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

GRANT OF TEMPORARY EASEMENT. Grantor, for itself, its heirs, executors, administrators, successors and assigns, hereby grants, sells and conveys to Grantee, for itself, its employees, agents, contractors, subcontractors, successors and assigns the exclusive right, license, liberty, privilege and easement to use that portion of Grantor's Property described and/or depicted in Exhibit A attached hereto and incorporated herein (the "**Temporary/Additional Temporary Work Space and/or ROAD ACCESS**") for all purposes associated with the original construction of the Project, including, without limitation, preparation for, construction of, and Grantee's reclamation, mitigation and restoration activities related to, the Project. Grantor hereby agrees that Grantee's rights hereunder include, without limitation, the right to move, park and store vehicles, materials, supplies, equipment, and construction spoil within the Temporary/Additional Temporary Work Space and/or Road Access. Grantee shall also have all rights and privileges necessary or convenient for the full use of the rights herein granted, including, without limitation reasonably necessary rights of access, ingress and egress to the Temporary/Additional Temporary Workspace and/or Road Access over and across the Grantor's Property and any adjoining land owned by Grantor.

RESTORATION. At such time as Grantee no longer requires the use of the Temporary/Additional Temporary Work Space and/or Road Access for the purposes set forth herein, Grantee shall restore the area disturbed by Grantee's construction activities as near as practicable to its condition immediately prior to Grantee's use.

TERM. This Temporary/Additional Temporary Work Space and/or Road Access Easement shall commence on the date of this Agreement and terminate upon completion of the original construction of the Project, including, without limitation, completion of Grantee's reclamation, mitigation, and/or construction activities for the Project.

FURTHER ASSURANCES. Grantor shall execute and deliver such further instruments and take such other actions as may be reasonably requested by Grantee from time to time to effectuate, confirm or perfect the terms and intent of this Agreement and the rights granted to Grantee hereunder, including but not limited to joining in the execution of any and all governmental applications, authorizations, licenses, documents and title curative instruments.

COVENANTS RUNNING WITH THE LAND. This Agreement and the covenants and agreements contained herein are covenants running with the land, shall be assignable in whole or in part, and shall be binding on the parties hereto and their respective heirs, successors and assigns. In the event Grantor intends to sell or transfer the subject property prior to the termination of this Temporary/Additional Temporary Work Space and/or Road Access Easement, Grantor shall make any such transaction subject to this Agreement. Grantor agrees that Grantee shall have the right, but not the obligation, to record this Agreement at Grantee's sole cost and expense.

SEVERABILITY. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such

provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between Grantor and Grantee covering the subject matter hereof.

GOVERNING LAW. This Agreement shall be governed by the laws of the State of Ohio.

COUNTERPARTS. This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

INTEGRATION. This Agreement supersedes all prior verbal or written agreements, representations or understandings pertaining to the subject matter of this Agreement, and may be modified or amended only by a written agreement signed by Grantor and Grantee.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Grantor and Grantee have executed this Agreement as of the date first set forth above.

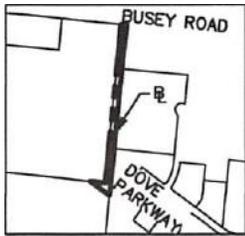
GRANTOR:
City OF CANAL WINCHESTER,
an Ohio municipal corporation

By: _____
Its: _____

GRANTEE:

COLUMBIA GAS TRANSMISSION, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____



VICINITY MAP
N.T.S.

EXHIBIT "A"
PERMANENT PIPELINE EASEMENT AND TEMPORARY
WORKSPACE LYING WITHIN AND BEING FROM
APN 0420376000
PART OF THE SW 1/4 OF SECTION 19, T-15—N, R-20—W
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

0' 20' 40'
SCALE: 1" = 40'

N:1447
E:113
BASELINE OF PROPOSED 20"
13111 REPLAC

STANLEY E. SMITH
D.B. 639, PG. 271
OH—FF-0499.000
APN 0370206900
O.R.F.C.O.

VILLAGE OF CANAL
WINCHESTER
D.B. 639, PG. 273
OH—FN-0497.000 APN
0420376000
O.R.F.C.O.

1. THE

NOTES:

1. BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS GRID NORTH, UTM 17 NORTH ZONE, NAD 83 (2011), U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37, OAC.
4. LAND RECORDS AND DEED INFORMATION SUPPLIED BY NORTHEASTERN LAND SERVICES. THIS DOCUMENT WAS PRODUCED WITHOUT THE BENEFIT OF A TITLE REPORT.
5. TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE LIES ADJACENT AND CONTIGUOUS TO THE PERMANENT EASEMENT UNLESS OTHERWISE NOTED. THE SIDELINES OF SAID EASEMENT, TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.
6. THE DIMENSIONS SHOWN FOR THE TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE ARE BASED ON MEASUREMENTS ALONG AND PERPENDICULAR TO THE PERMANENT EASEMENT.

LEGEND

- R TOWNSHIP
- D.B. DEED BOOK
- P.B. PLAT BOOK
- D.V. DEED VOLUME
- I.N. INSTRUMENT
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- P.O.S. POINT OF SUSPENSION
- P.O.R. POINT OF RESUMPTION
- C.P.B. CONDO PLAT BOOK
- ROW RIGHT OF WAY
- PERM. PERMANENT
- CONC. CONCRETE
- MON. MONUMENT
- FND. FOUND
- N.T.S. NOT TO SCALE
- APN AUDITOR PARCEL NUMBER
- O.R.F.C.O. OFFICIAL RECORDS OF FAIRFIELD COUNTY, OHIO
- 0 — ROADWAY CENTERLINE
- EXISTING PIPELINE
- PROPERTY LINE
- ADJACENT PROPERTY
- LINE EXISTING
- PERMANENT EASEMENT
- PROPOSED PERMANENT
- EASEMENT
- TEMPORARY WORKSPACE
- PREVIOUSLY DISTURBED
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY
- WORKSPACE
- STAGING AREA

DANIEL A. NEER
P.S. NO. 8533
PHONE: (859) 629-3533
FAX: (859) 224-0146

5-4-17
DATE:



VILLAGE OF CANAL WINCHESTER,
OHIO MUNICIPAL
CORPORATION D.B. 646,
PG. 849 OH—FF-0487.000
APN 0420376300
O.R.F.C.O.

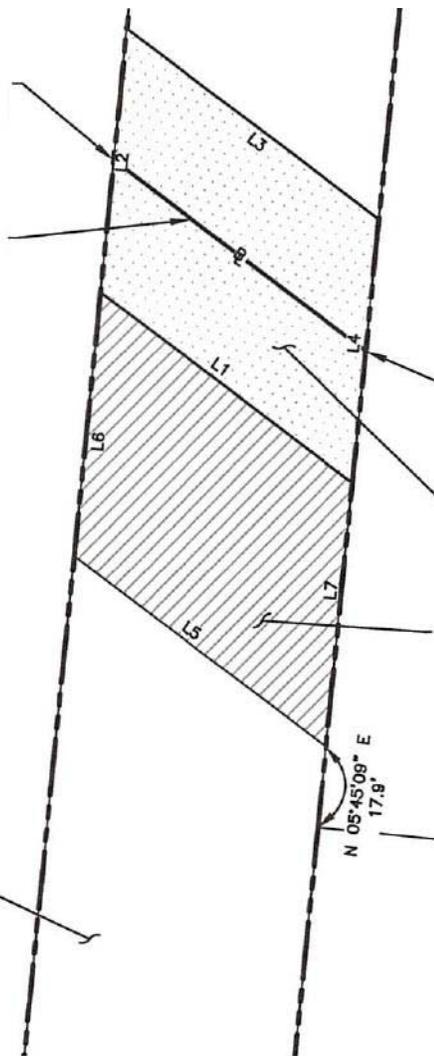
EXISTING 50' WIDE
PERMANENT
EASEMENT 0.08 ACRE

TEMPORARY WORKSPACE
0.08 ACRE

CANAL POINTE, LLC, AN OHIO
LIMITED LIABILITY COMPANY
D.B. 1639, PG. 315
OH—FF-0498.000
APN 0420376200
O.R.F.C.O.

| LINE TABLE | | |
|------------|---------------|----------|
| | BEARING | DISTANCE |
| L1 | N 53°06'07" W | 70.2' |
| L2 | N 05°44'43" E | 58.4' |
| L3 | S 53°06'07" E | 70.2' |
| L4 | S 05°45'09" W | 58.4' |
| L5 | N 53°06'07" W | 70.2' |
| L6 | N 05°44'43" W | 58.4' |
| L7 | S 05°45'09" W | 58.4' |

P.O.B.
N:14479209.7
E:1138042.8



| | | |
|---|--|---|
| PROJECT RIGHT OF WAY ACROSS THE PROPERTY OF: VILLAGE OF CANAL WINCHESTER | | |
| DISTANCE ACROSS PROPERTY: 70.2 FEET = 4.3 RODS PROPOSED PERMANENT EASEMENT: 0.08 ACRE TEMPORARY WORKSPACE: 0.08 ACRE EXISTING PERMANENT EASEMENT: N/A PREVIOUSLY DISTURBED TEMPORARY WORKSPACE: N/A ADDITIONAL TEMPORARY WORKSPACE: N/A ACCESS ROAD: N/A ACCESS ROAD TOTAL DISTANCE: N/A STAGING AREA: N/A | | |
| 21506 | PAGE | M MOTT MACDONALD COUNTY(IES) FAIRFIELD COUNTY PART OF THE SW 1/4 OF SECTION 19, T-15-N, R-20-W STATE(S) OHIO SHEET NO. 1 OF 1 DRAWING NO. OH—FF--0497.000 |
| SURVEY DATE 7/2015 | | |
| MAP DATE 5/4/2017 | | |
| APPROVED BY MM | | |
| SCALE 1"=40' ACCESS | 2/04/2017 ROASED PER CUE/17 REQUEST 1 0/20115 FINAL SUNDT& NO. DATE ROAD RENISCN | 944 DVI APP'D |

APPENDIX "A"
B-SYSTEM
LANDOWNER OFFER DETAIL

Tract#: OH-FF 0497.000

Landowner Name: City of Canal Winchester

Check Number: _____

PERMANENT EASEMENT AND TEMPORARY WORKSPACE

| | LENGTH | WIDTH | ACREAGE | PRICE/ACRE | EASEMENT TOTAL |
|--|--------|-------|---------|-------------|-----------------|
| PERMANENT EASEMENT | 0.00 | 0.00 | 0.00 | \$15,000.00 | \$0.00 |
| TEMPORARY WORKSPACE | N/A | 0.00 | 0.08 | \$5,000.00 | \$400.00 |
| ADDITIONAL TEMPORARY WORKSPACE | N/A | N/A | 0.00 | \$5,000.00 | \$0.00 |
| TEMPORARY ACCESS ROAD | N/A | N/A | 0.00 | \$5,000.00 | \$0.00 |
| TOTAL CONSIDERATION FOR PERMANENT AND TEMPORARY WORKSPACE ACREAGE | | | | | \$400.00 |

CROP DAMAGES

| | ROW CROP TYPE | UNIT PRICE | YIELD | ACREAGE | | TOTAL |
|--------|---------------|------------|-------|---------|-------|--------|
| 1ST YR | | | | | x100% | \$0.00 |
| 2ND YR | | | | | x100% | \$0.00 |
| 3RD YR | | | | | x100% | \$0.00 |

| DAMAGES | DAMAGE DESCRIPTION | |
|---------------------------------|--------------------|----------------------------|
| | | |
| | | |
| | | |
| | | |
| TOTAL DAMAGES | | \$0.00 |
| | | TOTAL CONSIDERATION |
| | | \$400.00 |
| Percent Ownership | | 100% |
| Total Consideration Paid | | \$400.00 |

| | |
|-----------------------|-------|
| LANDOWNER SIGNATURE: | DATE: |
| LAND AGENT SIGNATURE: | DATE: |

RIGHT OF WAY AMENDMENT

THIS RIGHT OF WAY AMENDMENT (“**Amendment**”) is made and entered into this ___ day of _____, 2017, by and between CITY OF CANAL WINCHESTER, an Ohio Municipal Corporation (“**Grantor**”) and COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company (“**Grantee**”).

W I T N E S E T H:

WHEREAS, R.B. Bolenbaugh (“**Original Grantor**”) granted to The Ohio Fuel Gas Company (“**Original Grantee**”) that certain Right of Way dated as of March 22, 1952 and recorded in the Recorder’s Office of Fairfield County, Ohio in Volume 45, Page 57 (the “**Original Right of Way Agreement**”) pursuant to which Original Grantor granted unto Original Grantee certain permanent and perpetual easement rights over real property owed by Original Grantor;

WHEREAS, Columbia Gas Transmission Corporation, successor in interest to Original Grantee, and City of Canal Winchester, successor in interest to Original Grantor, entered into that certain Partial Release of Right of Way dated as of October 29, 1996 and recorded in the Recorder’s Office of Fairfield County, Ohio in Volume 654, Page 52 (the “**Partial Release**”), pursuant to which, Columbia Gas Transmission Corporation released a portion of the real property encumbered by the Original Right of Way Agreement, but maintained and reserved in full its existing rights, easements and privileges under the Original Right of Way Agreement as to a defined easement area (the “**Easement Area**”), all as more fully described in the Partial Release;

WHEREAS, the Original Right of Way Agreement, as modified by the Partial Release, is hereinafter referred to as the “**Right of Way Agreement**”;

WHEREAS, Grantee, as successor in interest to Original Grantee, and Grantor desire to further amend the Right of Way Agreement to more particularly define the Easement Area in accordance with and subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the parties, one to the other, the covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Easement Area. Grantor and Grantee hereby acknowledge and agree that from and after the date hereof, the Easement Area on Grantor’s Property shall be as described and depicted in Exhibit A attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, nothing contained herein shall be deemed to limit or affect any right of access, ingress or egress to and from the Easement Area over and across Grantor’s Property or any rights Grantee may have pursuant to other agreements.
2. Ratification. Except as specifically amended by this Amendment, the Right of Way Agreement remains in full force and effect in accordance with its original terms. Grantee and Grantor hereby re-affirm the Right of Way Agreement, as amended hereunder.
3. Entire Agreement. This Amendment constitutes the entire agreement between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.
4. Defined Terms. Terms used in this Amendment and not defined herein, shall have the meaning as set forth in the Right of Way Agreement.
5. Counterparts. This Amendment may be executed in counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument.

[Remaining Page Intentionally Blank]

July 19, 2017

Dear Community Representative,

The SWACO Board of Trustees recently approved an amended draft Solid Waste Management Plan Update on July 11th, 2017. This draft Plan Update outlines the waste diversion activities of the Solid Waste District for the next several years and requires approval from the cities, villages, townships and county commissioners in the Solid Waste District. SWACO is encouraging those partners to act on the amended draft Plan Update during a 90-day public ratification window which begins on August 1, 2017.

To help with the ratification process, included with this letter is a flash drive SWACO is providing which contains a digital copy of the amended draft Solid Waste Management Plan Update. The amended copy can also be found on SWACO's website at www.swaco.org/solidwasteplan.

Timeframe

The ratification process officially starts on August 1st, 2017 and ends on October 31st, 2017. Your community may vote on approving the amended draft Plan Update at any time during this ninety (90) day period.

Voting

Each community must vote, by resolution, to approve the amended draft Plan Update. A document containing example resolution language has also been included on the flash drive. Once your community has voted, please share the results with us. We kindly request that you send a PDF or copy of the resolution that was passed to the contact information listed below.

Please know that SWACO representatives are available to attend your public meetings to speak to the draft Plan Update and answer questions.

We appreciate your on-going support to increase recycling and waste diversion in the Solid Waste District.

As always, please don't hesitate to reach out to me if you have any question regarding the draft Plan Update or the process for ratification.

Thank you for your participation in this important process.



Kyle O'Keefe, Director of Innovation and Programs



Questions, resolutions and requests for speakers may be directed to:

Kyle O'Keefe, Director Innovation and Programs

Office: 614-801-6412

Email: kyle.okeefe@swaco.org

Resolutions of support may also be mailed to:

SWACO

4239 London Groveport Road

Grove City, OH 43123