

# Canal Winchester

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



## Meeting Agenda

**August 21, 2017**

**7:00 PM**

### City Council

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

A. Call To Order

B. Pledge of Allegiance - **Bennett**

C. Roll Call

D. Approval of Minutes

[MIN-17-038](#) 8-7-17 Council Work Session Meeting Minutes

**Attachments:** [8-7-17 Work Session Minutes](#)

[MIN-17-039](#) 8-7-17 Council Public Hearing Meeting Minutes (6:30 p.m.)

**Attachments:** [8-7-17 Public Hearing Minutes \(6:30 p.m.\)](#)

[MIN-17-040](#) 8-7-17 Council Public Hearing Meeting Minutes (6:45 p.m.)

**Attachments:** [8-7-17 Public Hearing Minutes \(6:45 p.m.\)](#)

[MIN-17-041](#) 8-7-17 Council Meeting Minutes

**Attachments:** [8-7-17 Council Minutes](#)

E. Communications & Petitions

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

[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

H. ORDINANCES

Third Reading - **NONE**

Second Reading

[ORD-17-030](#)

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING APPROXIMATELY .25 ACRE TRACT OF LAND FROM OLD TOWN SINGLE FAMILY (OT-SF) TO OLD TOWN COMMERCIAL (OT-C), OWNED BY A CPA TEPEE, LLC., LOCATED AT 18 EAST COLUMBUS STREET (PID 184-000328)

[ORD-17-033](#)

AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS ORDINANCE 16-033, AMENDMENT #5

- *Requesting waiver of third reading*

First Reading

[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](#)

- *Requesting wavier of second and third reading*

[ORD-17-036](#)

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

- *Requesting wavier of second and third reading*

[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

- *Requesting wavier of second and third reading*

[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](#)

- *Requesting wavier of second and third reading*

## I. REPORTS

### Mayor's Report

[17-216](#)

Mayor's Report

**Attachments:**     [Mayor's Report August 21, 2017](#)

### Fairfield County Sheriff

### Law Director

### Finance Director

[17-217](#)

Finance Director's Report



- Attachments:***     [CU-17-003 AutoZone Appeal Letter](#)  
[CU-17-003 Findings of Fact](#)  
[CU-17-003 Staff Report](#)  
[CU-17-003 AutoZone Application](#)

Adjourn to Executive Session

Adjournment

# Canal Winchester

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



## Meeting Minutes - Draft

**August 7, 2017**

**6:00 PM**

## Council Work Session

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

Call To Order

*Bennett called the meeting to order at 6:02pm*

Roll Call

**Yes:** 6 – Bennett, Clark, Donahue, Jarvis, Mershon, Walker

**Not present:** 1- Wynkoop

Also In Attendance

*Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Andrew Moore*

Request for Council Action[RES-17-014](#)

A RESOLUTION REAUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER AND THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO ON BEHALF OF THE CITY OF CANAL WINCHESTER IN ORDER TO PARTICIPATE IN THE FRANKLIN COUNTY, OHIO DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS OF THAT PROGRAM AS STATED HEREIN

**Sponsors: Jarvis**

*Haire- do this every three years, keeps us eligible for heating programs; Mershon: what happens in Fairfield county portion in CW do we have one with them?; Haire: since we contract with Franklin It will cover all Canal Winchester residents whether they are in Fairfield or Franklin County;*

**A motion was made by Jarvis, seconded by Walker that this Resolution be recommended to council. The motion carried by the following vote:**

**Yes:** 6 – Jarvis, Walker, Bennett, Clark, Donahue, Mershon

[ORD-17-031](#)

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR THE VILLAGES AT WESTCHESTER SECTION 10, PART 1; AND DECLARING AN EMERGENCY

**Sponsors: Mershon**

*Haire: final step to accept the flat for Westchester; extension on Connor avenue; will include 13 lots; currently under construction; contingent completing all the public improvements; Donahue: is this on the west side of Gender; Haire: behind the high school baseball field; Mershon: why an emergency; Haire: this is what we have been doing with flats recently; this one if you chose not to be an emergency there is no rush; another 3 weeks before they are ready; Clark: is there a connection of Thrush? I see a road; Haire: that would be on the next phase of construction.*

**A motion was made by Mershon, seconded by Clark that this Ordinance be recommended to council. The motion carried by the following vote:**

**Yes: 6 – Mershon, Clark, Bennett, Donahue, Jarvis, Walker**

**Attachments:** [P&Z Recommendation VAW Sec 10-1](#)

[Villages at Westchester Section 10-1 Plat](#)

[ORD-17-032](#)

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR CANAL COVE SECTION 4; AND DECLARING AN EMERGENCY

**Sponsors: Mershon**

**Attachments:** [P&Z Recommendation Canal Cove Sec 4](#)

*Haire: final approval for Canal Cove section 4; extension on Monarch street and two new streets; Duke will come off hill road; new access has been built off hill rd.; delayed from issues that need to be cleared with Fairfield county; asking for emergency nine lots sold already and because there has been a delay from Fairfield; have people patiently waiting to start the building of their homes.*

**A motion was made by Mershon, seconded by Jarvis that this Ordinance be recommended to council. The motion carried by the following vote:**

**Yes: 6** – Mershon, Jarvis, Bennett, Donahue, Clark, Walker

[ORD-17-033](#)

AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS ORDINANCE 16-033, AMENDMENT #5

**Sponsors: Bennett**

*Jackson- serves to do several things; general fund asking \$55, 000 for sheriff; \$5,000 is for jail services for inmates; we were hit very hard from franklin for housing an inmate; asking for additional funds to get us through the end of the year;\$2,500 labor day funds; \$43,000 remainder of the December 2017 contract payment; purchased order was closed out that was not supposed to have been closed out; and we have been playing catch up every year; Got paid off the new po instead of the old po; looking replace pool filter \$5,000; construction services \$185,000 gender road phase IV engineering to get underway; \$70,00 on Green gate Blvd.; off Diley Rd. in Winchester Ridge area; \$52,000 Canal Cove construction inspectors already paid to the city; already deposited asking to appropriate that so we can pay our inspectors; asking \$20,000 for sewer fun;\$10,00 collection contract services and \$10,000 for collection*

*OMN operation and maintenance ; this money will get us through the end of the year; Jarvis; does the Gender road phase 4 include the engineering for the railroads; Jackson: Yes; Will: \$52,000 for construction inspection; were those services we used to have in house?; since we no longer have an inspector; Jackson: different type of inspectors; Mershon: the one that goes out to the sewer is this coming out of the sewer fund; Jackson: Yes.; Haire: green gate drive would extent from industrial parkway; planned for nearly 15 years now; want to update those plans to the engineering standard; as we look at further development for multifamily this will allow access; hope to establish a TIFF to pay for that; hope it will spruce commercial development;*

**A motion was made by Bennett, seconded by Donahue that this Ordinance be recommended to council. The motion carried by the following vote:**

**Yes: 6** –*Bennett, Donahue, Clark, Walker, Mershon, Jarvis*

[ORD-17-034](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR TO CONVEY THREE TRACTS OF LAND CONSISTING OF 23.631 ACRES ON ROBINETT WAY TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO NIFCO AMERICA CORPORATION, PURSUANT TO A PURCHASE AND SALE AGREEMENT, AND TO DECLARE AN EMERGENCY

**Sponsors: Walker**

*HAIRE: allow us to enter into a real estate purchase agreement with NIFCO; three separate tracts; to consist the full 23.1 acres; 16 acres on south side of Robinette way; 4 acres to connect that existing and 3 and a half on the north side of Robinette way; purchase price is \$750,000 right of first refusal on property adjacent to*

*that property; Purchase price of that would be \$650,000; Want to move towards closing as quickly as possible.*

**A motion was made by Walker, seconded by Mershon that this Ordinance be recommended to council. The motion carried by the following vote:**

**Yes: 6 – Walker, Mershon, Bennett, Donahue, Clark, Jarvis**

### Reports

*Amanda Jackson- winding down on pool season; once closed after labor day I will bring some numbers to you; where we are at now we have hit revenue projections; gearing up with the fall and appropriations for the next fiscal year; anything you want me to look at with the budget please let me know as soon as you can.*

*Lucas Haire- Aldi opened new store on the 28<sup>th</sup>; been very successful so far; parking lot has been packed; doing more than anticipated; thank you for moving forward with NIFCO; been working on that for a long time; Clark: with that sale how much land do we still have that is vacant; Haire: not counting the auction property we have a 2.28 partial we have two 2.68 partials; Clark: how much double building ; Haire: little over 20 acres; Jarvis: possible to add that topic to the next COW meeting; if we are running out of land there it's about to come to an end and we need to look at what the next phase of that; Clark: I second that.*

*Matt Peoples - ; opwc gender 4 we did get word we have been fully funded for that; we were the last project to get funding and originally shied just short of that; but monies was*

*returned; 165,000 moved from grant portion to loan; very good news for us; especially giving the railroad crossing and extension of the bike path; heads up next meeting SWACO WM agreement; hill rd annex we spoke of months ago about getting utilities with that; cleared with Fairfield county and moving forward at a better pace;*

### Items for Discussion

[17-201](#)

OPWC Application Update

[17-202](#)

New Fleet Vehicle(s)

*Peoples: Putting together a package of the replacement of one for the dump trucks; had a few problems with this; looking at another lease line; looking through another 6 vehicles to get rid of them before they start cost us more on maintenance; want to trade them while there is still value; still trying to figure out what the prices will be; will come back to council with info wants we have it;*

### Old/New Business

### Adjournment

*Meeting adjourned at 6:30pm*

***A motion was made by Clark, seconded by Mershon, that this meeting be adjourned. The motion carried by the following vote:***

***Yes: 6 – Clark, Mershon, Bennett, Donahue, Jarvis, Walker***

# Canal Winchester

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



## Meeting Minutes - Draft

**August 7, 2017**

**6:30 p.m.**

### **PUBLIC HEARING**

### **City Council**

*Steve Donahue - President  
Will Bennett – Vice-President  
Bob Clark  
Bruce Jarvis  
Bobbie Mershon  
Mike Walker  
Jim Wynkoop*

Call To Order

*Donahue called the meeting to order at 6:39pm*

Roll Call

*Yes: 6 – Bennett, Clark, Donahue, Jarvis, Mershon, Walker*

***Not present** – 1 Wynkoop*

Purpose of Public Hearing[ORD-17-029](#)

AN ORDINANCE AMENDING SECTION 1171.03 OF THE CODIFIED ORDINANCES REGARDING CONDITIONAL USES IN THE LM – LIMITED MANUFACTURING DISTRICT

**Sponsors: Clark**

*Haire – zoning code text amendment; proposing that we amend conditional uses in the limited manufacturing district; lot of confusion on personal use; Brew dog would like to build a hotel and currently they are un able to do so according to our code; want to appropriate for certain locations making it conditional allows us to decide on a case by case circumstance;*

**A motion was made by Clark, seconded by Mershon that this Ordinance be recommended to council. The motion carried by the following vote:**

**Yes: 6 – Clark, Mershon, Bennett, Donahue, Jarvis, Walker**

[ORD-17-030](#)

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING APPROXIMATELY .25 ACRE TRACT OF LAND FROM OLD TOWN SINGLE FAMILY (OT-SF) TO OLD TOWN COMMERCIAL (OT-C), OWNED BY A CPA TEPEE, LLC., LOCATED AT 18 EAST COLUMBUS STREET (PID 184-000328)

**Sponsors: Mershon**

*Andrew Moore; this first zoning map amendment is for zm 17-0002; are all zoned as single family; applicant is requesting to rezone ; already used for commercial purpose for a cpa to be in that location; this building received approval from pz as commercial; pz allowed for the commercial to continue; second floor has been rented as a apartment; want to change; with the changes permitting that the commercial is already there and continue and allows to expand to the upstairs area; Donahue: does signage go back to pz; Haire; yes. Mershon I think these are changes I can support.*

***A motion was made by Mershon, seconded by Jarvis that this Ordinance be recommended to council. The motion carried by the following vote:***

***Yes: 6 –Mershon, Jarvis Bennett, Clark, Donahue, Walker***

**Staff Report**

**Public Comments** – Five Minute Limit Per Person

**Council Discussion and Recommendation**

**Adjournment**

*Meeting adjourned at 6:48pm*

***A motion was made by Bennett, seconded by Mershon, that this meeting be adjourned. The motion carried by the following vote:***

***Yes: 6 – Bennett, Mershon, Clark, Donahue, Jarvis, Walker***

# Canal Winchester

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



## Meeting Minutes - Draft

**August 7, 2017**

**6:45 p.m.**

### **PUBLIC HEARING**

### **City Council**

*Steve Donahue - President  
Will Bennett – Vice-President  
Bob Clark  
Bruce Jarvis  
Bobbie Mershon  
Mike Walker  
Jim Wynkoop*

Call To Order

*Donahue called the meeting to order at 6:50pm*

Roll Call

**Yes:** 6 – Bennett, Clark, Donahue, Jarvis, Mershon, Walker

**Not present** – 1 Wynkoop

Purpose of Public Hearing

[APL-17-001](#)

NOTICE OF APPEAL REGARDING THE DENIAL OF  
CONDITIONAL USE APPLICATION CU-17-003 BY  
PLANNING AND ZONING COMMISSION TO ALLOW  
AUTOZONE AT 6348 GENDER ROAD (PID 184-002664)

*Appellants:* Casto Gender Road, LLC and AutoZone  
Development, LLC

**Attachments:** [CU-17-003 AutoZone Appeal Letter](#)

[CU-17-003 Findings of Fact](#)

[CU-17-003 Staff Report](#)

[CU-17-003 AutoZone Application](#)

Staff Presentation (15 Minutes)

*Andrew Moore: 17-003 Casto gender rd AutoZone llc: location 6348 Gender; existing zoning in general commercial; request is 11-67 to allow conditional use to the auto zone facility; 1.3 acres on the east side of gender rod; to the west is planned commercial district; applicant is to allow for service station and repair service; showing building elevation as this building was constructed for discount tire; the applicant would like to open an auto mobile convenient market and repair service at this location; you can see here what the applicant plans to do with the building; applicant noted that in their presentation to pz that they will primarily engage on automobile accessories; visiting to nearest auto zone; present typical*

*AutoZone application; according to AutoZone on their site they state that they have free testing and will test your battery and other item in the parking lot; according to our code; chapter 11;33 does not say the amount that make this a convenience market; with finding and fact pz adopted on June 12<sup>th</sup>; denial relies in denial of party to prove that it is not conditional use; enter in comments;*

### Appellants Presentation (15 Minutes)

*Mr. Miller: Exhibits 10 and 11 are prior letters to Mr. Hollins and mayor to show; quite frankly why this should be permitted tonight exhibit 12 it is very clear that in a general purposed for such retail store including misc. general merchandise store; misc. retail stores not else classified; selling merchandise they are not a retail store; repair and services; there is the definition of automobile convenience market; this is a place where gasoline is sold; AutoZone are less than 10 percent for convent market; not automobile repair services; we met 3 of the 5 criteria; they said it was partially compatible; safety is a non-issue there has never been an injury in the parking lot; AutoZone has a referral program; will ask patron to leave and give them a patron as to where they can got; extension maintenance program every year; upkeep has been satisfactory; Mr. Haydocy; Robert Wyler; found this site along with other are fully compatible; no adverse impact on property values in the neighbors or community; back to issue of safety; no customer has ever express a concern regarding our policy that allows customers to use tools to make repairs; should be allowed even as conditional use; it is fully compatible to the business up and down gender road; tab 15; this is the immediate area of the subject area; 13 if you look this is your own decision on the discount tire turn to page two paragraph 4 council conducted; council found for discount tire proposed use is found conditional use; the character of the neighborhood has not changed; specialty retailers like this ; in fact discount tire council concluded that the evidence does not adversely affect the public health and general welfare; otherwise to veer from this to deny this use to keeping with the neighborhood would subject the city to litigation; proposed use as conditional use it meets each of your codes criteria;*

*Casto: heard some questions of why AutoZone; when you look at this building; why can that be a restaurant; low on spaces for restaurant; building can't except*

*anything for drive through; multi-tenant retail we have 4 spaces that are current vacation; additionally we have lots still available to build on; we have enough problems with the exiting space; this is our job to what we can to get businesses in.,*

Public Comments – Five Minute Limit Per Person

*Pat Lynch – the problem you are running into there seems to be a lot of public sentiment about what is being built; we have a lot of tire store; you said you listed item 12 all different place tire store the Valvoline; that are automotive type facility; if you take a look at the population verse the quality we have; how many do we have per capa; how does that compare to a lot of other communities in that areas; so I think that is the general concern; I don't think we need any more automotive repair store; pz basically said that they felt it would demolish the property value; think a lot of people will agree we just don't want another automotive facility on gender rd.;*

*Joshua Steadman: 38 east Columbus street; grew up in an auto body shop can tell you that they actively promote that you can use as many tools as you would like; been to AutoZone alone don't have anything bad to say about them; seen advertisement about how they will do free diagnostics; large section in which they have tools for you to use; watched oil spilled all over the floor; confident would fail epa; just like my neighbor was saying it's not a bad business and one we have gone to we have too many already; a lot of people here know as soon as those business creep closer to the city it's the end;*

*Jess Knowelton; place is empty let's fill it up; AutoZone can go in there; can fill it with a restaurant; AutoZone don't have that value; we don't need another empty building; why do you want to have another empty building on gender rd.; it's not going to impact traffic;*

Council Discussion and Questions

*Donahue: were the AutoZones in Pickerington and Gahanna were they under conditional use; Joe: I do not know; Jarvis: variance to conditional use approval and whether it should even be here; Gene: those are tabled and have not been acted on; Bennett: sounds like you might have some numbers to those effects; Joe: AutoZone ; question was to do with per-capita with resident; Joe; market area said that CW is under served; just curious how you see the market underserved; Walker: no incidences on safety?; Joe: no, in fact; on the tool program you go in you put down your deposit you rent it for however long you need it; the deposit is for the value of the tool; 2 to 3 sales person at an AutoZone; they deter someone working in the parking lot; if somebody is actively repairing an automobile in that lot they are asked to move along; Jarvis: they sold me a belt and they provided me with the tool to put it one; made a need to make repairs in the open parking lot; AutoZone is looking at them as contained business;*

*Donahue: time frame council has to act on this: Gene 60 day timeline runs on a Sunday under our code means you get one extra day.*

Adjournment

*Meeting adjourned at 7:35pm*

***A motion was made by Bennett, seconded by Mershon, that this meeting be adjourned. The motion carried by the following vote:***

***Yes: 6 – Bennett, Mershon, Clark, Donahue, Jarvis, Walker***

# Canal Winchester

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



## Meeting Minutes -Draft

August 7, 2017

7:00 PM

### City Council

*Steve Donahue- President  
Will Bennett-Vice President*

*Bob Clark  
Bruce Jarvis  
Bobbie Mershon  
Mike Walker  
Jim Wynkoop*

A. Call To Order

*Donahue called the meeting to order at 7:52pm*

B. Pledge of Allegiance – **Donahue**

*Moment of silence for deceased council member Jim Wynkoop*

C. Roll Call

**Yes: 6** – Bennett, Clark, Donahue, Jarvis, Mershon, Walker

**Not present: 1**- Wynkoop

**A motion was made by Bennett, seconded by Mershon to excuse council member from meeting. The motion carried by the following vote:**

**Yes: 6** – Bennett, Mershon, Jarvis, Walker, Clark, Donahue,

D. Approval of Minutes

[MIN-17-035](#) 7-5-17 Council Work Session Meeting Minutes

**Attachments:** [7-5-17 Work Session Minutes](#)

[MIN-17-036](#) 7-5-17 Council Meeting Minutes

**Attachments:** [7-5-17 Council Minutes](#)

[MIN-17-037](#) 7-19-17 Council Special Meeting Minutes

**Attachments:** [7-19-17 Council Special Meeting Minutes](#)

**A motion was made by Jarvis, seconded by Mershon to approve minutes. The motion carried by the following vote:**

**Yes: 6** – Jarvis, Walker, Bennett, Clark, Donahue, Mershon

### E. Communications & Petitions

[17-204](#)

ZM-17-003 & PDP-17-002 Denied Recommendation from Planning and Zoning to consider approval of a Zoning Map Amendment and Preliminary Development Plan for Turning Stone Unit District; for 17.47 acres located along High Street and U.S. 33

- ***Set Public Hearing Date set for September 9, 2017***

[17-205](#)

July 20, 2017 Appeal of Planning and Zoning Commission denial of Conditional Use Application CU-17-002 for Certified Oil Company and Robert and Harold Stebelton

- ***Set Public Hearing Date set for September 18, 2017***

[17-206](#)

July 12, 2017 Letter from Resident Regarding 137 W. Waterloo Parking

[17-207](#)

Thank You Letter from Resident to Water Department

### F. Public Comments - Five Minute Limit Per Person

*Joe Messerly, 255 E. Waterloo St: we have a problem we think; canvased area and we didn't have anybody say that we don't have a problem; it's about speeding; been looking for tools to slow people down; know you are frustrated too; lost multiple basketballs; cut trees down because they were hit; driver was shot out of his seat and landed in passenger seat; driver was unconscious; we yell at them whatever we can; we have no tools left; talking to Shawn coming out of town Lexus speeding truck shoots around; he extends his hand and sends a real nice gesture; we don't see anything; would like your help; seeking that; we want to do all that we can to help facilitate that; anything we can do; we don't want our kids or other hit; please help us;*

*Shawn Flynn 51 E Columbus St: what we didn't want to do was just come up here and complain; we want to just fix it; when we talked to people and gathered feedback; wanted to make sure everyone's feedback was heard; increase tickets; they slow down; cons opportunity cost officer is there and not other places where needed; cost of camera; then people argue it's not them; second was speed hump;*

*we want something gradual; to help reduce speed; con is cost; enhance speed limit signs that flash and draw attention; pros study show are implacable show speed; cons; drivers want to test the speed and how high they go; special enforcing siding; low cost not very effective; more stop signs; love a three way stop; studies who it doesn't work very well; maybe a combination with stop signs and humps; these are the 5 things everyone here thinks we can do to slow people down;*

*Marie Jones: asking about the letter that was addressed earlier; driveway is very short and narrow; we have an adult daughter that lives with us when we moved in there the back parking fence to that little opath that goes behind the pool had never been mowed by the city; so I mowed that for 5 years; my daughters car was there and I didn't move the care and I mowed around it; next I knew a Sherriff came and said they were going to tow my car; apparently from the fence to the road is owned by the city; enter rest; I don't know what is going to happen; owners are deployed over Mershon: I was going to bring this up to figure out where we are in this process; Jarvis: are you able to stay;*

*Lynn: 11 Columbus street, Barb Arndt: 120 E#. Waterloo St, Nancy Weight, 12 N. High St, Carol Note 12 E. Columbus St, Taunya Hulmro Strahan, 28 E. Mound St, Jackie Marion, 106 E. Columbus St,; all expressed same concerns about speeding as other speakers*

*Mayor Ebert: know speeding has worsen; it's not like we are not doing anything about; last year there were 235 total citation for last year and 426 January 2017 to now; we recognize it and so has the sheriff department; Donahue; we are investigating hiring additional staff; would like to have the same number people on Dietz and Washington here to express same concerns; I've lived here 30+ years; if you go through Lithopolis, you speed you're getting a ticket; these guys work hard; Mayor is looking into things; think we need more help; there is no easy fix; we plan to write more tickets;*

*Mershon: think we should look at the speed humps;*

*Peoples: in regards to speed hump/bump; has its own challenges: Mershon the speed hump: Mershon: our messaging board could we not put something on there to watch your speed; to make people aware that speed is being looked at; Peoples:*

*that's probably not the best ; Jarvis: as a downtown resident this is not exaggeration; this has come up for discussion a number of times; If the solution was easy it would be done; might be progressive; a lot more talk has to take place; change happens in increments; don't know what's effective; if you don't see something happening come back and remind us; hopefully we can come together; Mershon: we shouldn't wait for people to come to use in the mass; we need to look at it continually; Bennet: Cassel we talked about having units parked; Cassel: I wrote down concerns and I will address them*

#### G. RESOLUTIONS

##### [RES-17-014](#)

*A RESOLUTION REAUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER AND THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, OHIO ON BEHALF OF THE CITY OF CANAL WINCHESTER IN ORDER TO PARTICIPATE IN THE FRANKLIN COUNTY, OHIO DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD) ENTITLEMENT PROGRAM AND ABIDE BY THE COVENANTS OF THAT PROGRAM AS STATED HEREIN*

***A motion was made by Bennett, seconded by Jarvis that this Resolution be adopted. The motion carried by the following vote:***

***Yes: 6 Bennett, Jarvis, Clark, Donahue, Mershon, Walker***

#### H. ORDINANCES

*Third Reading - **NONE***

*Second Reading - **NONE***

*First Reading*

##### [ORD-17-029](#)

*AN ORDINANCE AMENDING SECTION 1171.03 OF THE CODIFIED ORDINANCES REGARDING CONDITIONAL USES*

*IN THE LM - LIMITED MANUFACTURING DISTRICT; AND  
DECLARING AN EMERGENCY*

**Sponsor: Clark**

- *Requesting waiver of second and third reading*

**A motion was made by Clark, seconded by Mershon, that the second and third reading of this ordinance be waived. Motion carried by the following vote:**

*Yes: 6 – Clark, Mershon, Bennett, Donahue, Jarvis, Walker*

**A motion was made by Clark, seconded by Bennett, that this ordinance be adopted. The motion carried by the following vote:**

*Yes: Clark, Bennett, Donahue, Jarvis, Mershon, Walker*

**ORD-17-030**

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING APPROXIMATELY .25 ACRE TRACT OF LAND FROM OLD TOWN SINGLE FAMILY (OT-SF) TO OLD TOWN COMMERCIAL (OT-C), OWNED BY A CPA TEPEE, LLC., LOCATED AT 18 EAST COLUMBUS STREET (PID 184-000328)

**Sponsor: Mershon**

**Read for 1<sup>st</sup> reading**

**ORD-17-031**

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR THE VILLAGES AT WESTCHESTER SECTION 10, PART 1; AND DECLARING AN EMERGENCY

- *Requesting waiver of second and third reading*

**Sponsor: Mershon**

**A motion was made by Mershon, seconded by Bennett, that the second and third reading of this ordinance be waived. Motion carried by the following vote:**

*Yes: 6 –Mershon, Bennett, Clark, Donahue, Jarvis, Walker*

**A motion was made by Mershon, seconded by Jarvis, that this ordinance be adopted. The motion carried by the following vote:**

*Yes: 6 - Mershon, Jarvis, Clark, Bennett, Donahue, Walker*

**Attachments:**     [P&Z Recommendation VAW Sec 10-1](#)

[Villages at Westchester Section 10-1 Plat](#)

[ORD-17-032](#)

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR CANAL COVE SECTION 4; AND DECLARING AN EMERGENCY

- *Requesting waiver of second and third reading*

**A motion was made by Mershon, seconded by Walker, that the second and third reading of this ordinance be waived. Motion carried by the following vote:**

*Yes: 6 –Mershon, Walker, Bennett, Clark, Donahue, Jarvis*

**Sponsor: Mershon**

**A motion was made by Mershon, seconded by Walker, that this ordinance be adopted. The motion carried by the following vote:**

*Yes: 6 – Mershon, Walker, Clark, Jarvis, Bennett, Donahue,*

**Attachments:**     [P&Z Recommendation Canal Cove Sec 4](#)

Canal Cove Sec 4 PlatORD-17-033

AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS ORDINANCE 16-033, AMENDMENT #5

**Sponsor: Bennett**

**Read for 1<sup>st</sup> reading**

ORD-17-034

AN ORDINANCE TO AUTHORIZE THE MAYOR TO CONVEY THREE TRACTS OF LAND CONSISTING OF 23.631 ACRES ON ROBINETT WAY TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO NIFCO AMERICA CORPORATION, PURSUANT TO A PURCHASE AND SALE AGREEMENT, AND TO DECLARE AN EMERGENCY

- *Requesting waiver of second and third reading*

**Sponsors: Walker**

**A motion was made by Walker, seconded by Clark, that the second and third reading of this ordinance be waived. Motion carried by the following vote:**

*Yes: 6 – Mershon, Bennett, Clark, Donahue, Jarvis, Walker*

**A motion was made by Walker, seconded by Clark, that this ordinance be adopted. The motion carried by the following vote:**

*Yes: 6 – Walker, Clark, Mershon, Jarvis, Bennett, Donahue,*

I. REPORTSMayor's Report17-203

Mayor's Report

**Attachments:**     [Mayor's Report August 7, 2017](#)[MC-17-007](#)     June 2017 Mayor's Court Report**Attachments:**     [June 2017 Mayor's Court Report](#)

A motion was made by Mershon, seconded by Bennett, that this report be approved. The motion carried by the following vote:

*Yes: 6 – Mershon, Bennett, Walker, Clark, Donahue, Jarvis*

[MC-17-008](#)     July 2017 Mayor's Court Report**Attachments:**     [July 2017 Mayor's Court Report](#)

A motion was made by Jarvis, seconded by Mershon, that this report be approved. The motion carried by the following vote:

*Yes: 6 – Jarvis Mershon, Bennett, Walker, Clark, Donahue,*

**Fairfield County Sheriff**

*Cassel: wrote down all complaints will address with staff; lists stats*

*Dispatched calls July 524; Pick-up runs July 846; Multiple calls July 211; reports July 117; Civil Papers July 8; Building checks July 7982; vacation check July 225; traffic stops July 86; citation July 51; Warnings July 47; Felony arrest July 4; misdemeanor arrest July 17; warrant arrests July 15; OVI arrests July 3; Pink slips July 8; misdemeanor charges filed July 27; Felony charges filed July 5; total down time in July 54361;*

**Law Director**

*Hollis: executive session: regarding purchase sale of real property*

Finance Director

[17-211](#)

Finance Director's Report

**Attachments:**     [Finance Director Project Update 8-7-17](#)  
[June 2017 Financial Statements](#)  
[July 2017 Financial Statements](#)

Public Service Director

[17-208](#)

Director of Public Service Project Update

**Attachments:**     [Director of Public Service Project Update – PW](#)

[17-209](#)

Construction Services Administrator Report

**Attachments:**     [Construction Services Admin Report – Aug 4](#)

Development Director

[17-210](#)

Development Director's Report

**Attachments:**     [Development Director Council Update 8-1-17](#)

J. COUNCIL REPORTS

*Work Session/Council*

*Monday, August 21, 2017 at 6:00 p.m.*

*Work Session/Council*

*TUESDAY, September 5, 2017 at 6:00 p.m.*

*CW Human Services Representation – Wynkoop*

*Destination: Canal Winchester Representative – Mershon*

*Canal Winchester Industry and Commerce Corporation Representative – Clark*

*CWJRD - Bennett*

Old/New Business

*Coolman: after 8 years we finally have been put on news stations for the Ribfest: great farmers market Saturday: got a lot of good press from the news;*

*Clark: meeting august 30<sup>th</sup> interurban*

*Bennett: have next meeting august 17<sup>th</sup> at 7pm; recently met with athletic director; special meeting last week to approve addition of adult softball to the jrd line up;*

*Donahue: meeting this Thursday with jrd;*

*Mershon: was contact by Tina the piece of property that is back there is a piece we acquired as a village way back when we're trying to get access to Hanners park; theses little spots he wanted to get rid of that one behind her house is what we had to access; now next door to her, her neighbor parks on that same area without a problem; that is city owned and he parks there; I think we should extend that to them as well; She can't back out; but by allowing her to pull in; while she was told there may be plans for a bike path; can she use that until we do something with; Mayor: you have a staff who is trying to do their job; to set up rules that council has made; you can't park in the yard; Donahue: it's not her yard; Peoples: there is no access to the drive it was found it was our property; you can park in the grass on our property either; that drivable access has been there forever; they were never told they had to update it; that is what existed before; there is not access to our way; we wouldn't want someone to park in the grass; Mershon: you are allowing someone who with gravel park; it was still city property; Merhson: they don't have access they only park a car there; it's in a separate workshop; Peoples: there is someone who lives there; Peoples there are plenty of gravel drive ways: they already have that access;*

*Jarvis: if it is city property what is the feasible for a special easement; at least so we can be consistent; other one has an alley beside it; it's just the two who have to; being consistent; I was trying to look at it from a standpoint; its wide enough to accommodate; Peoples: those cars have parked there forever; the space is not the problem; the zoning part is they don't have access to one of our street; they are literally going off the roadway; it was originally called in as an abandonment; sitting there is not the problem from an access point they do not have access from one our ways to their property; Discussion continues regarding parking issue; City has*

*agreed to address issue later and that no civil action will be taken between now and the end of the year; will try to work on a solution in the meantime.*

Adjourn to Executive Session

**A motion was made by Donahue, seconded by Walker that this meeting move to executive session. The motion carried by the following vote:**

*Yes: 6 Donahue, Walker, Bennett, Clark, Jarvis, Mershon*

***Adjourn to executive session at 9:20pm***

***Meeting out of executive session at 9:56pm***

Adjournment

*Meeting adjourned at 9:56pm*

**A motion was made by Donahue, seconded by Bennett that this meeting be adjourned. The motion carried by the following vote:**

*Yes: 4-Donahue, Bennett, Clark, Jarvis, Mershon, Walker*

**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

**TAX YEAR 2016 STATUS REPORT FOR:**

**CANAL WINCHESTER C.R.A. #1**

PARCEL NUMBER	CURRENT OWNERS NAME	TERMS	TOTAL APPRAISED VALUE	TOTAL ABATED VALUE	FOREGONE TAX	TAX STATUS	CURRENT # OF EMPLOYEES	YEARS ABATED	BUILDING STATUS	DATE INSPECTED
184-000017	GRAMMEL DAVID & ANDREA S.	NEW CONST 15 YRS / 100%	249,700	60,100	\$ 2,027.71	Current	7	2004-2018	Maintained	3/15/2017
184-000030	DANISON ELIZABETH M	REMODELING 10 YRS / 100%	142,500	36,600	\$ 1,234.55	Current	1	2008-2017	Maintained	3/15/2017
184-000045	4 EAST WATERLOO LLC	REMODELING 10 YRS / 100%	182,000	38,500	\$ 1,299.12	Current	5	2016-2025	Maintained	3/15/2017
184-000123	4 EAST WATERLOO LLC	REMODELING 10 YRS / 100%	194,700	37,000	\$ 1,248.04	Current	2	2016-2025	Maintained	3/15/2017
184-000136	GREEN QUARTERS, LLC	REMODELING 10 YRS / 100%	111,000	25,300	\$ 853.87	Current	2	2009-2018	Maintained	3/15/2017
184-000197	WATERLOO HIGH LLC	REMODELING 10 YRS / 100%	179,000	38,100	\$ 1,285.63	Current	8	2016-2025	Maintained	3/15/2017
184-000232	J & D PHILLIPS PROPERTIES LLC	REMODELING 10 YRS / 100%	424,700	206,600	\$ 6,968.80	Current	7	<b>2007-2016 LAST YEAR</b>	Maintained	3/15/2017
184-000241	MAKDREW II LLC	REMODELING 10 YRS / 100%	164,300	26,600	\$ 786.64	Current	0	2010-2019	Maintained	3/15/2017
184-000321	BOB MCDORMAN REAL ESTATE LLC	NEW CONST 15 YRS / 100%	2,037,100	1,985,300	\$ 66,966.44	Current	0	2015-2029	Maintained	3/15/2017
184-000337	GIBBS THOMAS W & VICKIE L	REMODELING 10 YRS / 100%	129,500	30,200	\$ 1,018.67	Current	3	2009-2018	Maintained	3/15/2017
184-000733	LARK ENTERPRISE INC	REMODELING 10 YRS / 100%	330,000	160,000	\$ 5,396.94	Current	29	2013-2022	Maintained	3/15/2017
184-002270	TS TRIM INDUSTRIES INC	NEW CONST 15 YRS / 100%	10,420,000	5,743,300	\$ 193,727.16	Current	42	2014-2028	Maintained	3/15/2017
		<b>TOTALS:</b>	<b>14,564,500</b>	<b>8,387,600</b>	<b>\$ 282,813.57</b>			<b>1 EXPIRES</b>		



**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
				<b>\$6,796,745.00</b>	<b>\$195,610.05</b>	<b>\$10,522,540.00</b>	<b>\$291,578.20</b>		<b>667</b>		

**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. 17-030**

**AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING APPROXIMATELY .25 ACRE TRACT OF LAND FROM OLD TOWN SINGLE FAMILY (OT-SF) TO OLD TOWN COMMERCIAL (OT-C), OWNED BY A CPA TEPEE, LLC., LOCATED AT 18 EAST COLUMBUS STREET (PID 184-000328).**

WHEREAS, the rezoning of the area hereinafter described has been proposed to the Council of the City of Canal Winchester; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester;

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

SECTION 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is a part thereof, be and hereby is amended as follows:

That approximately .25 acre parcel, located at 18 East Columbus Street (PID 184-000328), owned by A CPA Tepee LLC., as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Old Town Single Family (OT-SF) to Old Town Commercial (OT-C).

SECTION 2. That all other provisions of Part 11 of the Codified Ordinances and the accompanying zoning map shall remain in full force and effect.

SECTION 3. 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.

\_\_\_\_\_  
CLERK OF COUNCIL

**ORDINANCE NO. 17-033**

**AN ORDINANCE TO AMEND THE 2017 APPROPRIATIONS  
ORDINANCE 16-033, AMENDMENT #5**

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 \$362,500.00 to the following functions:

<b>Department</b>	<b>Function</b>	<b>Amount</b>
Sheriff	Operating Expenses	\$ 50,500.00
Swimming Pool	Operating Expenses	\$ 5,000.00
Construction Services	Operating Expenses	\$ 307,000.00

SECTION 2: That the 2017 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Sewer Fund \$20,000.00 to the Collections – Operating Expenses function; and

SECTION 3: 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.

\_\_\_\_\_  
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.

\_\_\_\_\_  
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®



*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:

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

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

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**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.

\_\_\_\_\_  
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: \_\_\_\_\_

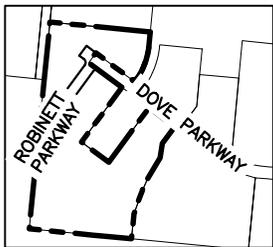
GRANTEE:  
  
COLUMBIA GAS TRANSMISSION, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

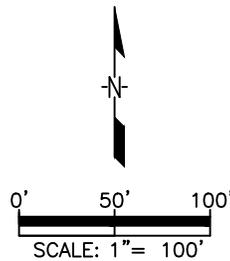
[0128850.0615530\\_4849-0154-1707v1](#)

# EXHIBIT "A"

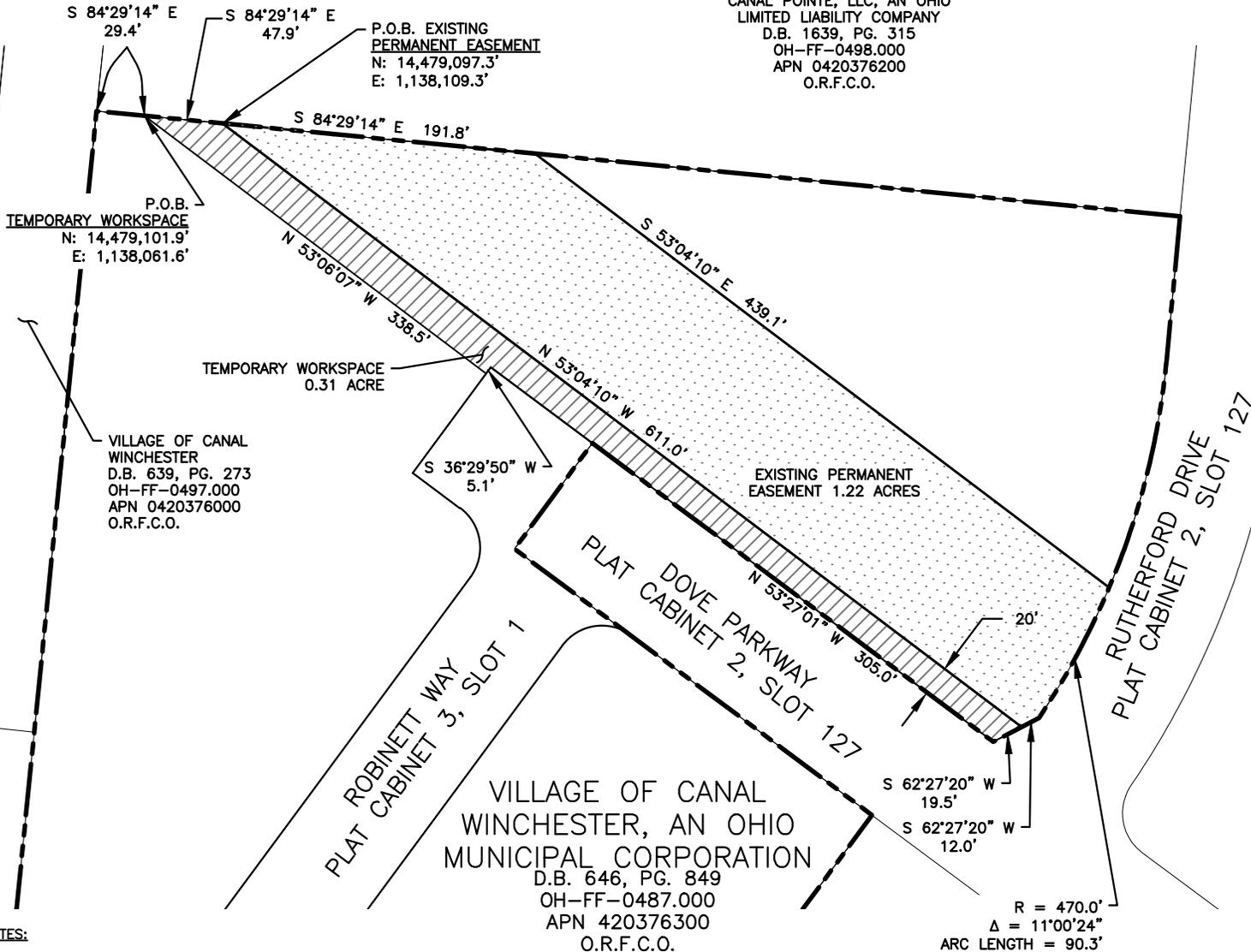
PERMANENT PIPELINE EASEMENT AND TEMPORARY  
 WORKSPACE LYING WITHIN AND BEING FROM  
 APN 420376300  
 PART OF THE SE 1/4 OF SECTION 20, T-15-N, R-20-W  
 VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO



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:**

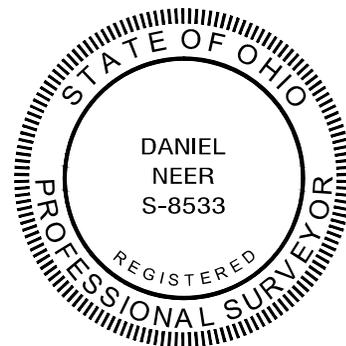
1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS GRID NORTH, UTM 17 NORTH ZONE, NAD 83 (2011), U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING 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.

**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

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

1-27-17  
 DATE:



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		<b>M M</b> MOTT MACDONALD	
PROJ. ID 21506	ENGINEER	FIELD BOOK PAGE	COUNTY(IES) FAIRFIELD COUNTY PART OF THE SE 1/4 OF SECTION 20, T-15-N, R-20-W
SURVEY DATE 09/2015			STATE(S) OHIO
MAP DATE 1/27/2017	5 1/20/17 REVISE EASEMENT PER LAND COMMENTS PJD JBH DAN		SHEET NO. 1 OF 3
APPROVED BY MM	4 11/2016 REVISED WORKSPACE KSS KAM DAN	3 6/27/16 REVISED PER CLIENT REQUEST MM MM DAN	DRAWING NO. OH-FF-0487.000
SCALE 1"=100'	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	

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;

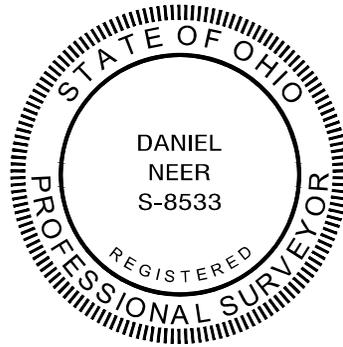
THENCE South 36°29'50" West, along said easterly line and westerly right-of-way line, a distance of 5.1 feet to a point;

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
<b>TOTAL CONSIDERATION FOR PERMANENT AND TEMPORARY WORKSPACE ACREAGE</b>					<b>\$1,550.00</b>

**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	
<b>TOTAL DAMAGES</b>		<b>\$0.00</b>
		<b>TOTAL CONSIDERATION</b>
		\$1,550.00
Percent Ownership		100%
<b>Total Consideration Paid</b>		<b>\$1,550.00</b>

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]

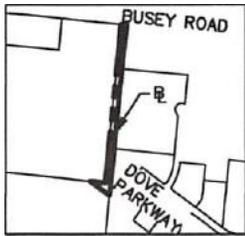
IN WITNESS WHEREOF, intending to be legally bound hereby, the Grantor and Grantee have executed this Agreement as of the date first set forth above.

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:

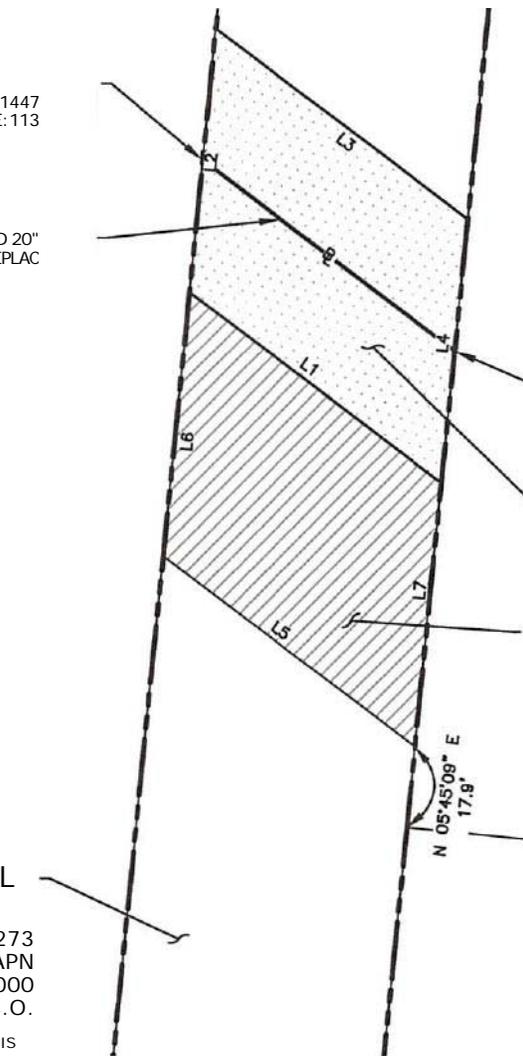
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3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37, OAC.
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6. THE DIMENSIONS SHOWN FOR THE TEMPORARY WORKSPACE AND ADDITIONAL TEMPORARY WORKSPACE ARE BASED ON MEASUREMENTS ALONG AND PERPENDICULAR TO THE PERMANENT EASEMENT.

LEGEND

R	BASELINE
D. B.	TOWNSHIP
P. B.	RANGE
D. V.	DEED BOOK
I. N.	PLAT BOOK
PG.	DEED VOLUME
P. O. B.	INSTRUMENT
P. O. T.	PAGE
P. O. S.	POINT OF BEGINNING
P. O. R.	POINT OF TERMINATION
C. P. B.	POINT OF SUSPENSION
ROW	POINT OF RESUMPTION
PERM.	CONDO PLAT BOOK
CONC.	RIGHT OF WAY
MON.	PERMANENT
FND.	CONCRETE
N.T.S.	MONUMENT
APN	FOUND
O.R.F.C.O.	NOT TO SCALE
— 0 —	AUDITOR PARCEL NUMBER
— — — — —	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

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

5-4-17  
DATE:



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

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.

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

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
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



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
--

**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
<b>TOTAL CONSIDERATION FOR PERMANENT AND TEMPORARY WORKSPACE ACREAGE</b>					<b>\$400.00</b>

**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	
<b>TOTAL DAMAGES</b>		<b>\$0.00</b>
		<b>TOTAL CONSIDERATION</b>
		\$400.00
Percent Ownership		100%
<b>Total Consideration Paid</b>		<b>\$400.00</b>

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]







## **Mayors Report**

**August 21, 2017**

### **CW Labor Day Festival:**

The Labor Day Committee is winding down its planning is ready to roll out the 97<sup>th</sup> Annual Festival. This years attractions include, British Invasion, Chris Higbee, 3-Cat Day, Marquee-66, Sticks & Stones, CW Steel Drum Band, Gas Pump Jockeys, Joy Unspeakable-living statue, WW II Traveling Memorial Wall, Kids Games, FREE Ride Saturday, Finest Car Cruise in anywhere, Historical Society Ice Cream Social, Ugly Mug Hospitality Tent, Canal; Boat Races, Kids Parade, the Remember When Parade, Parade Marshal-Bill Yaple, Peggy Wood Scholarship Pageant Queens introductions, Mid-way Rides and games, Arts & Craft Vendors and the best Festival Food to be found any where.

### **McGill Park property:**

We received word on Thursday 8/10/17 that Kathleen McGill had signed off on the sale of the nearly 87 acres of land to the city which is planned to be used as Parkland.

### **Parks Planning Committee:**

The Parks Planning Committee will be meeting next week to continue its work of accessing current and future park needs within the city.

# COUNCIL UPDATE



August 21, 2017

Finance Department

Amanda Jackson, Finance Director

## **Request for Council Action:**

*Second Reading* – An Ordinance to Amend the 2017 Appropriations Ordinance 16-033, Amendment #5

- This amendment serves to do the following:
  - o General Fund:
    - Sheriff: \$5,000.00 for jail services with Franklin County Sheriff; \$2,500.00 for special duty during Labor Day Festival; \$43,000.00 for December 2017 contract payment
    - Swimming Pool: \$5,000.00 for replacement of pool filters
    - Construction Services: \$185,000.00 for Gender Rd Phase IV engineering; \$70,000.00 for Greengate Blvd engineering; \$52,000.00 for Canal Cove Section 5 construction inspections
  - o Sewer Fund: \$10,000.00 for Collection Contract Services and \$10,000.00 for Operation & Maintenance for routine expenses.
- *Requesting waiver of third reading to have funds available for jail services, Labor Day security, and several engineering projects*

*First Reading* – An Ordinance to Amend the 2017 Appropriations Ordinance 16-033, Amendment #6

- This amendment services to appropriate funds for the purchase of property at 26 W. Waterloo St.
- *Requesting waiver of second and third reading to meet purchase contract deadline*

## **Project Status:**

*Expiring Contracts* – There are several contracts the city has with various organizations that will expire within the next 6 to 12 months. I am compiling a list of these contracts for Council so they will know when to expect legislation for potential renewals. I hope to have this project complete by the end of September.

*Personnel Handbook Update* – It is our intention to complete the draft of the handbook update by the end of September so it will be available for Council review during the month of October. A detailed discussion of the changes will be on the October 30<sup>th</sup> Committee of the Whole meeting agenda.



# COUNCIL UPDATE

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August 17, 2017

Department of Public Service  
Matthew C. Peoples, Director

## **Project Status:**

**Gender IV OPWC Project:** EMH&T is working on second set plans and looking at a mid-September completion. Additionally, we are working with the G&W Railroad on verifying the inclusion of the RR crossing improvement as part of this project.

**Groveport Force Main Replacement:** Contractor has begun some preliminary work and will be installing the gravity portion in the Washington/Groveport intersection in the coming weeks.

**Dump/Plow Truck Replacement:** We are recommending the lease/purchase through Ricart Ford for a 2017 Ford F-750 dump/plow to replace our 2002 International dump/plow for approximately \$115,000 and are request Council to consider an ordinance for the lease/purchase and a resolution for the trad-in at the 8-21-17 meeting.

**SWACO SWMP Updates:** SWACO has approved their Solid Waste Management Plan update process and are moving for communities to begin the ratification process. We will be presenting information at the 8-21-17 meeting and requesting to pass a resolution at the 9-5-17 meeting.

**Hill Rd. Annexation:** We have finalized the pre-annexation agreement with the Mills' at 6416 Hill Rd and are request Council to consider an ordinance to enter into the agreement at the 8-21-17 meeting.

**Curbside Recycling:** We had a follow up discussion with Waste Management on the recycling proposal stressing our disappointment with the terms they presented. We also discussed a subscription based model and, similar to the all-inclusive option, they did not significantly change from the 2016 proposal.

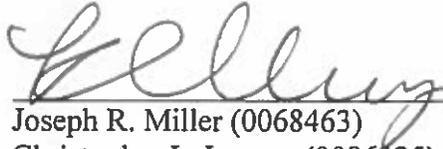
**Personnel Policy Manual Review:** We are reviewing the personnel policy manual for updates and revisions. A few of the items will need legal review that will take some time for research and we expect bring to Council for consideration sometime after the July recess.

**Noise Wall:** We received notice from ODOT that the noise wall project has been delayed due to design, right-of-way acquisition, and utility relocation issues that caused the construction estimate to exceed the programmed amount. Construction is anticipated to commence by 2021.

**ODOT Maintenance:** Mayor Ebert and I meet with ODOT representatives to discuss maintenance responsibilities of US Rout 33. Not much was rectified, though we were able to identify a few inconsistencies with their position. However, Gene has been working on ODOT's general counsel from a previous meeting and we are working on the possibility of a compromise to share in the maintenance responsibility.



Respectfully submitted,



Joseph R. Miller (0068463)

Christopher L. Ingram (0086325)

Kara M. Mundy (0091146)

VORYS, SATER, SEYMOUR AND PEASE LLP

52 East Gay Street

P.O. Box 1008

Columbus, Ohio 43216-1008

Phone: (614) 464-6400

Fax: (614) 719-4630

jrmiller@vorys.com

clingram@vorys.com

kmmundy@vorys.com

*Counsel for Appellants*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true copy of the foregoing was served via hand delivery and email this 21st day of June, 2017 upon Amanda Jackson, Clerk of Council of the City of Canal Winchester, Ohio, 36 S. High Street, Canal Winchester, Ohio 43110, [ajackson@canalwinchesterohio.gov](mailto:ajackson@canalwinchesterohio.gov).



Kara M. Mundy

**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF CANAL WINCHESTER**

In re Application of CASTO Gender Road  
LLC representing AutoZone Development  
LLC for a Conditional Use Permit for Parcel  
No. 184-002664, located at 6348 Gender  
Road for a 6,707 sq. ft. AutoZone

This application is before the Commission on CASTO's conditional use application to allow an automobile repair and services store and an automobile convenience market use within the General Commercial District. The Commission makes the following findings of fact and conclusions of law.

**I. FINDINGS OF FACT**

1. On April 17, 2017, CASTO Gender Road LLC submitted an Application for a Conditional Use Permit for an automobile parts and accessory store located at Outlot 9 of Waterloo Crossing located on Gender Road, parcel number 184002664. The subject property is in the Waterloo Crossing Shopping Center, which is zoned General Commercial District (GC). Properties to the north, east, and south are developed properties in the GC zoning district. Properties to the west, across Gender Road, are developed properties zoned Planned Commercial District (PCD).

2. CASTO contends that the proposed development of the Property at issue is a permitted use within the GC zoning district under Section 1167.02. Specifically, it claims that the proposed AutoZone is a "retail store[] primarily engaged in selling merchandise for personal or household consumption . . . .", a "miscellaneous general merchandise store," and a "miscellaneous retail store not elsewhere classified." (§1167.02(a)(1) & (9).)

3. The City made a request to CASTO to submit a conditional use permit application. CASTO complied, under protest.

4. On May 8, 2017 the Planning and Zoning Commission held a public hearing on CASTO's application for a conditional use permit. The Planning and Zoning Commission reviewed the materials submitted with the application and heard testimony from representatives of CASTO. The Planning and Zoning Commission went into Executive Session to discuss this quasi-judicial matter. Upon reconvening the public hearing, the Planning and Zoning Commission voted to table the Conditional Use permit so that it would have additional time to consider the materials and public hearing testimony and to prepare written Findings of Fact and Conclusions of Law, pursuant to Section 1145.04 of the Codified Ordinances.

## II. CONCLUSIONS OF LAW

1. Under Codified Ordinance 1145.03, the following criteria shall be considered by the Commission in reaching its determination:

(a) The proposed use is a conditional use of the zoning district and the applicable development standards of this Zoning Code are met.

(b) The proposed use is compatible with adjacent land use, adjacent zoning, and to appropriate plans for the area.

(c) The proposed use will not adversely impact access, traffic flow, and other public facilities and services.

(d) The proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature.

(e) The proposed use will not adversely affect the public health, safety, convenience, comfort, prosperity, and general welfare.

2. A claim of invalidity on the authorization or denial of a conditional use permit lies with the party contesting the determination. *Community Concerned Citizens, Inc. v. Union Twp.*

*Bd. of Zoning Appeals* (1995), 66 Ohio St.3d 452. In other words, the applicant bears the burden of proving that he or she meets the criteria for grant of a conditional use permit.

3. Based on the materials submitted to the Planning and Zoning Commission and the evidence produced at the May 8, 2017 hearing, there are clear and unmistakable facts that AutoZone wants to operate as an automobile parts and accessories store. As noted on AutoZone's website and referenced in Attorney Miller's correspondence with the City, AutoZone functions as a "leading retailer... of automotive replacement parts and accessories." AutoZone will also sell some amount of soft drinks, candy, and other items typically found in a convenience food market or supermarket incidental to its main business.

4. Based on the plain reading of the Zoning Code, the proposed use would be a conditional use, not a permitted use. Section 1167.02 of the Zoning Code sets forth the permitted uses. Given the facts presented, the proposed AutoZone would not qualify as a retail store engaged in selling merchandise for "personal or household consumption" (§1167.02(a)) or as a miscellaneous general merchandise store or a miscellaneous retail store not elsewhere classified. A lengthy list of illustrative uses that are "retail stores" engaged in selling merchandise for "personal or household consumption" are provided in subsections 1167.02(a)(1)-(11), and stores selling "automotive replacement parts and accessories" is nowhere listed. The drafters of the Zoning Code full well knew how to list specific uses if they intended such establishments to be considered "retail stores" for purposes of the Zoning Code, and this use was not included.

5. Code Section 1167.03 permits "automobile convenience markets, automobile repair and services, and automobile service stations" as conditional uses.

6. CASTO asserts that the proposed AutoZone “will be primarily engaged in the sale of automotive parts and accessories.” The proposed use as an automobile repair and services and automobile convenience market facility is explicitly identified as a conditional use in the General Commercial zoning district as noted in Section 1167.03 (c).

7. Code Section 1133.03(14) defines an “Automobile Convenience Market” as a place where gasoline, motor oil, lubricants, or other minor accessories are retailed directly to the public on the premises in combination with the retailing of items typically found in a convenience food market or supermarket.” AutoZone will retail motor oil, lubricants, and other accessories directly to the public. AutoZone will also sell items, such as beverages and candy, typically retailed in a food market, even if only ancillary to its primary automobile accessory retail business.

8. Code Section 1133.03(16) defines "Automobile Repair and Services" to mean establishments primarily engaged in the repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting, tire dealers, battery dealers and other accessory dealers.” AutoZone will also operate as a battery dealer and dealer of other accessories, in addition to providing basic repair services.

9. Based on the Zoning Code, CASTO’s proposed use of the land as an AutoZone is a conditional use in this district. Whether the proposed use meets the applicable development standards of the Zoning Code is the subject of pending variances and a pending site plan application that is tabled at Planning and Zoning Commission.

10. The proposed use is not fully compatible with the adjacent land use. The proposed site is located in the Waterloo Crossing which is zoned GC. Surrounding properties on the east side are zoned GC and the west side are zoned Planned Commercial District (PCD). Although

AutoZone will retail items like some of the surrounding uses, the limited repair and customer repairs that will occur in the proposed facility's parking lot are not compatible with adjacent land uses.

11. The Planning and Zoning Commission also found that the previous owner of the land, Discount Tire, was incompatible with the adjacent land use. Following the public hearing to consider Discount Tire's Use and Site Development Plan applications, the Planning and Zoning Commission denied the motion to approve the Conditional Use. Discount Tire appealed the decision to Council.

12. The proposed use will use existing access points and existing connections to utility services. It is not anticipated that the proposed AutoZone will have any adverse impact on access, traffic, or public services and facilities.

13. The proposed use will take place on a previously developed site. Therefore, there is not an impact on natural, scenic, or historic features.

14. The proposed use as an automobile repair and services facility may have adverse impacts on the safety, comfort, prosperity and general welfare of the community. Automobiles being tested, diagnosed, and repaired within an open parking lot, which is an uncontrolled area, have the potential to put people's safety at risk. Some customers may be uncomfortable with tools being offered for loan by this business and used in their close proximity while entering or exiting the store. Automobiles in disrepair or being diagnosed within the parking area also pose a detrimental impact to surrounding uses that may diminish property values within the area and effect the general welfare of the entire community.

15. Therefore, the Planning and Zoning Commission denies the conditional use permit to allow for the operation of an AutoZone to retail automobile accessories, convenience

market type food, and provide basic repair services in the General Commercial District located at  
Outlot 9 of Waterloo Crossing, located on Gender Road, parcel number 184002664.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BILL CHRISTENSEN**

**Concur**

**Dissent**

**Abstain**

\_\_\_\_\_  
**JOE DONAHUE**

**Concur**

**Dissent**

**Abstain**

\_\_\_\_\_  
**BRAD RICHEY**

**Concur**

**Dissent**

**Abstain**

\_\_\_\_\_  
**JUNE KONOLD**

**Concur**

**Dissent**

**Abstain**

\_\_\_\_\_  
**MICHAEL VASKO**

**Concur**

**Dissent**

**Abstain**

\_\_\_\_\_  
**JOE WILDENTHALER**

**Concur**

**Dissent**

**Abstain**

---

**DREW GATLIFF**

**Concur**

**Dissent**

**Abstain**

0128850.0615530 4834-7365-4601v3

**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF CANAL WINCHESTER**

In re Application of CASTO Gender Road  
LLC representing AutoZone Development  
LLC for a Conditional Use Permit for Parcel  
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12. The proposed use will use existing access points and existing connections to utility services. It is not anticipated that the proposed AutoZone will have any adverse impact on access, traffic, or public services and facilities.

13. The proposed use will take place on a previously developed site. Therefore, there is not an impact on natural, scenic, or historic features.

14. The proposed use as an automobile repair and services facility may have adverse impacts on the safety, comfort, prosperity and general welfare of the community. Automobiles being tested, diagnosed, and repaired within an open parking lot, which is an uncontrolled area, have the potential to put people's safety at risk. Some customers may be uncomfortable with tools being offered for loan by this business and used in their close proximity while entering or exiting the store. Automobiles in disrepair or being diagnosed within the parking area also pose a detrimental impact to surrounding uses that may diminish property values within the area and effect the general welfare of the entire community.

15. Therefore, the Planning and Zoning Commission denies the conditional use permit to allow for the operation of an AutoZone to retail automobile accessories, convenience

market type food, and provide basic repair services in the General Commercial District located at Outlot 9 of Waterloo Crossing, located on Gender Road, parcel number 184002664.

6/12/17

DATE



BILL CHRISTENSEN



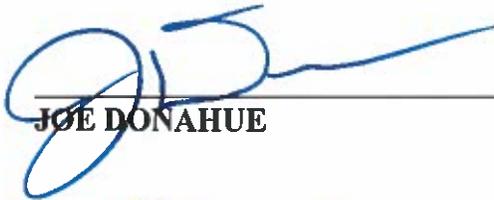
Concur



Dissent



Abstain



JOE DONAHUE



Concur



Dissent



Abstain



BRAD RICHEY



Concur



Dissent



Abstain

JUNE KONOLD



Concur



Dissent



Abstain



MICHAEL VASKO



Concur



Dissent



Abstain



JOE WILDENTHALER



Concur



Dissent



Abstain

  
DREW GATLIFF



**Concur**



**Dissent**



**Abstain**

0128850.0615530 4834-7365-4601v3

**Conditional Use #CU-17-003  
Autozone**

Owner: Casto Gender Road, LLC

Applicant: Steven Waldo of Autozone Development, LLC

Location: 6348 Gender Road

Existing Zoning: GC (General Commercial)

Request: Conditional Use to allow for an automobile repair and services and an automobile convenience market use within the General Commercial District.

Location and Surrounding Land Uses

The subject property consists of 1.38 acres located on the east side of Gender Road between Burger King and Chase Bank. The property is zoned General Commercial (GC). Properties to the north, east and south are developed properties in the GC zoning district. Properties to the west, across Gender Road, are developed properties zoned Planned Commercial District (PCD).

Code Section

Section 1167.03(c) allows for the following as a Conditional Use in the General Commercial zoning district: Automotive Service Stations, Automobile Convenience Markets, Repair, Services and Garages.

Automobile Convenience Market is defined as: A place where gasoline, motor oil, lubricants, or other minor accessories are retailed directly to the public on the premises in combination with the retailing of items typically found in a convenience food market or supermarket.

Automobile repair and services is defined as: establishments primarily engaged in the repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting, tire dealers, battery dealers and other accessory dealers.

Analysis

The applicant is requesting the property be used as an Autozone, which the applicant has noted will be engaged in the sale of automotive parts and accessories. As an accessory dealer, this use would clearly meet the definition of automobile repair and services as defined in Section 1133.03 (16) of the Canal Winchester Zoning Code. The Autozone website notes that, "Today, AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the U.S.". Autozone also advertises limited repair services, including testing your automotive parts while they are still on the car. This includes servicing batteries, including charging batteries while they are still on your vehicle. As noted in the definition of automobile repair and services, battery dealers are included. Since the service bays from the previous use are proposed to be removed with this proposal, it is assumed that this limited repair service will take place within the parking lot of the proposed Autozone.

Autozone also engages in the sale of convenience foods and drinks. They have a small area within their stores dedicated to a cooler space for cold drinks and under counter display areas for candy, potato chips, beef jerky, and like items. They have indicated in their application that they offer a de minimis

amount of these items for sale. The Canal Winchester Zoning Code Section 1133.03 (14) does not quantify the amount of convenience foods that need to be offered for sale in combination with motor oil and lubricants to be defined as an automobile convenience market. Due to the nature of selling both of these items in combination the proposed use shall also be classified as an automobile convenience market.

1145.03 Criteria for Approval of Conditional Uses

- a. The proposed use is a conditional use of the zoning district and the applicable development standards of this Zoning Code are met.
  - The proposed use as an automobile repair and services and automobile convenience market facility is identified as a conditional use in the General Commercial zoning district as noted in Section 1167.03 (c). The development standards that this property are subject to are specified in various areas of the Canal Winchester Zoning Code. The Planning and Zoning Administrator has reviewed the application and found that the proposed development does not meet two specific development standards, which the applicant has now applied to vary from. These specific standards are identified in Section 1199.03 (d) and Section 1199.03 (e) in regards to the use of prohibited spandrel glass on the Autozone building and removal of the required entry on the front of the building.
- b. The proposed use is compatible with adjacent land use, adjacent zoning, and to appropriate plans for the area.
  - The proposed is compatible in some aspects with the adjacent land uses. They do retail items like many of the surrounding uses, however the limited repair and customer repairs that take place in the proposed facility's parking lot are not compatible with adjacent land uses.
- c. The proposed use will not adversely impact access, traffic flow, and other public facilities and services.
  - The proposed use will use existing access points and existing connections to utility services. It is not anticipated that there will be any adverse impacts on traffic, or public services and facilities from the proposed use.
- d. The proposed use will not result in the destruction, loss or damage of a natural, scenic, or historic feature.
  - The proposed use will take place on a previously developed site. Therefore, there is not an impact on natural, scenic, or historic features.
- e. The proposed use will not adversely affect the public health, safety, convenience, comfort, prosperity, and general welfare.
  - The proposed use as an automobile repair and services facility potentially would have adverse impacts on the safety, comfort, prosperity and general welfare of the community. Automobiles being tested, diagnosed, and repaired within and open parking lot, which is an uncontrolled area, has the potential to put people's safety at risk. Some customers may be uncomfortable with tools being offered for loan by this business and used in their close proximity while entering or exiting the store. Automobiles in disrepair or being diagnosed within the parking area poses a detrimental impact to surrounding

uses that may diminish property values within the area and effect the general welfare of the entire community.

Staff Recommendations

The site development plans and variance requests presented show that the applicant's proposed use of the building cannot comply with applicable development standards. These commercial development standards were put in place to promote desirable commercial development that enhances the character and livability of the community. These requests evidence that the building proposed for this use is not an appropriate location that would be compatible for the type of use that the applicant is proposing, and the proposed variances necessary for this use detract from the character of the area and impact the prosperity and general welfare of the community.

Furthermore, diagnosing automotive maladies and testing vehicle parts while they are on the car within and uncontrolled parking lot environment poses safety and comfort risks to the customers of this and surrounding businesses. Therefore, staff recommends that conditional use 17-003 be denied as presented.



# City of Canal Winchester

36 South High Street  
Canal Winchester, Ohio 43110  
Development Department  
Phone (614) 837-7501 Fax (614) 837-0145

## CONDITIONAL USE APPLICATION

Submitted Under Protest

rev. 09/24/2013

### PROPERTY OWNER

Name Casto Gender Road, LLC

Address 250 Civic Center Drive, Suite 500, Columbus, OH 43215

Daytime Phone 614-744-2012 Email Lvisco@castoinfo.com

### APPLICANT

Name Autozone Development, LLC c/o Steven Waldo

Address 123 South Front Street, 3rd Floor, Memphis, TN 38103

Daytime Phone 901-495-6012 Email Steven.Waldo@autozone.com

Address of Subject Property 6348 Gender Rd., Canal Winchester, OH 43110

Current Zoning GC Description of Proposed Use Retail Store - Auto Parts

Attach legal description and current survey (within 2 years) of the subject property and all supporting materials as required by Section 1145.02 (c) (see attachment). Additional information may be required by the Planning and Zoning Administrator or the Planning and Zoning Commission

I certify that the information provided with this application is correct and accurate to the best of my ability.

[Signature], authorized agent for  
Property Owner's or Authorize Agent's Signature Casto Gender Rd, LLC

4/27/17  
Date

DO NOT WRITE BELOW THIS LINE

Date Received: 4/17/17

Fee: \$ 150<sup>00</sup>  
Paid

Historic District:  Yes  No  
Preservation District:  Yes  No

Date of Action: 6/12/17

Application  No

Expiration Date:     /     /    

Approved:  Yes

Tracking Number: CU - 17-003

Yes, with conditions

Conditional Use Application Statement (Submitted Under Protest):

A 6,707 square foot AutoZone store is proposed to be operated at 6348 Gender Road in Canal Winchester, Ohio. The proposed retail store will be situated on a outlot parcel comprised of 1.38 acres of total land area within Waterloo Crossing shopping center. The site is currently improved for operation of a Discount Tire store, which is vacant, and zoned General Commercial.

AutoZone will be primarily engaged in the sale of automotive parts and accessories. The applicant has informed Canal Winchester staff and maintains that the proposed development of this site into an AutoZone is a permitted use under Chapter 1167.02. Specifically, it is a "retail store [] primarily engaged in selling merchandise for personal or household consumption..." (at Chapter 1167.02(a).) Further, it is a "miscellaneous general merchandise store" and a "miscellaneous retail store not elsewhere classified." (at Chapter 1167.02(a)(1) & (9).)

Notwithstanding the General Commercial code provisions above, the City of Canal Winchester Planning Staff has told the applicant that a Conditional Use application is required. On separate occasions, staff has suggested that the use is either Automobile Convenience Market or Automobile Repair and Services. A summary of previous written correspondence provided to the City of Canal Winchester demonstrating that AutoZone is neither of these uses is as follows:

- 1) Pursuant to § 1133.03(16), "Automobile Repair and Services" means "establishments primarily engaged in the repair, rebuilding or reconditioning of motor vehicles or parts thereof, including collision service, painting, tire dealers, battery dealers and other accessory dealers." AutoZone is absolutely not an establishment "primarily engaged in the repair, rebuilding or reconditioning of motor vehicles or parts thereof,"
- 2) Pursuant to § 1133.03(14), "Automobile Convenience Market" means a place where gasoline, motor oil, lubricants, or other minor accessories are retailed directly to the public on the premises in combination with the retailing of items typically found in a convenience food market or supermarket. Autozone will not retail its automotive parts and accessories "in combination with items typically found in a convenience food market or supermarket." While AutoZone may sell a de minimis amount of soft drinks or candy incidental to its actual business, it in no way functions like, for example, a "Get Go" or "Turkey Hill Minit Market."

The applicant now submits this application for conditional use in connection AutoZone's Site Development Plan submission (#SDP-17-002) under protest and makes claim that, even if AutoZone is somehow deemed to be an Automobile Convenience Market or a business engaged in Automobile Repair and Services, both of which are allowable conditional uses under Chapter 1167.03(c) of the City of Canal Winchester's Zoning Code, AutoZone's operation and use is appropriate for its site and satisfies the requirements for issuance of a Conditional Use Permit.

As noted above, Automobile Convenience Market and businesses engaged in Automobile Repair and Services by the City's Code are acceptable conditional uses in its zoning district. Further, AutoZone's proposed store in this General Commercial District will not adversely affect natural or historical features or the public welfare.

The development plans for the proposed AutoZone store are compatible with the overall character of the Waterloo Crossing shopping center and the adjacent commercial corridor. Further, the proposed conditional use of Automobile Convenience Markets and Automobile Repair and Services will not pose a risk to the general welfare of the community. The approx. 100 acre parcel comprising Waterloo Crossing shopping center, of which the AutoZone site is a part, and that acreage on the west side of Gender Road directly opposite from the AutoZone site, are zoned General Commercial. This area has been improved as a community shopping center, incorporating commercial retail and service outlots on its frontage to public right-of-ways. Further, there are numerous automobile gas stations, repair shops and gas stations in proximate area surrounding the proposed AutoZone site, with Conditional Use permits granted for automotive uses therein to Firestone, Tire Kingdom/NTB, Wal-Mart and Mr. Tire. In fact, the proposed AutoZone site was most recently permitted to operate as a Discount Tire, wherein the operator sold tires and accessories and provided installations services.

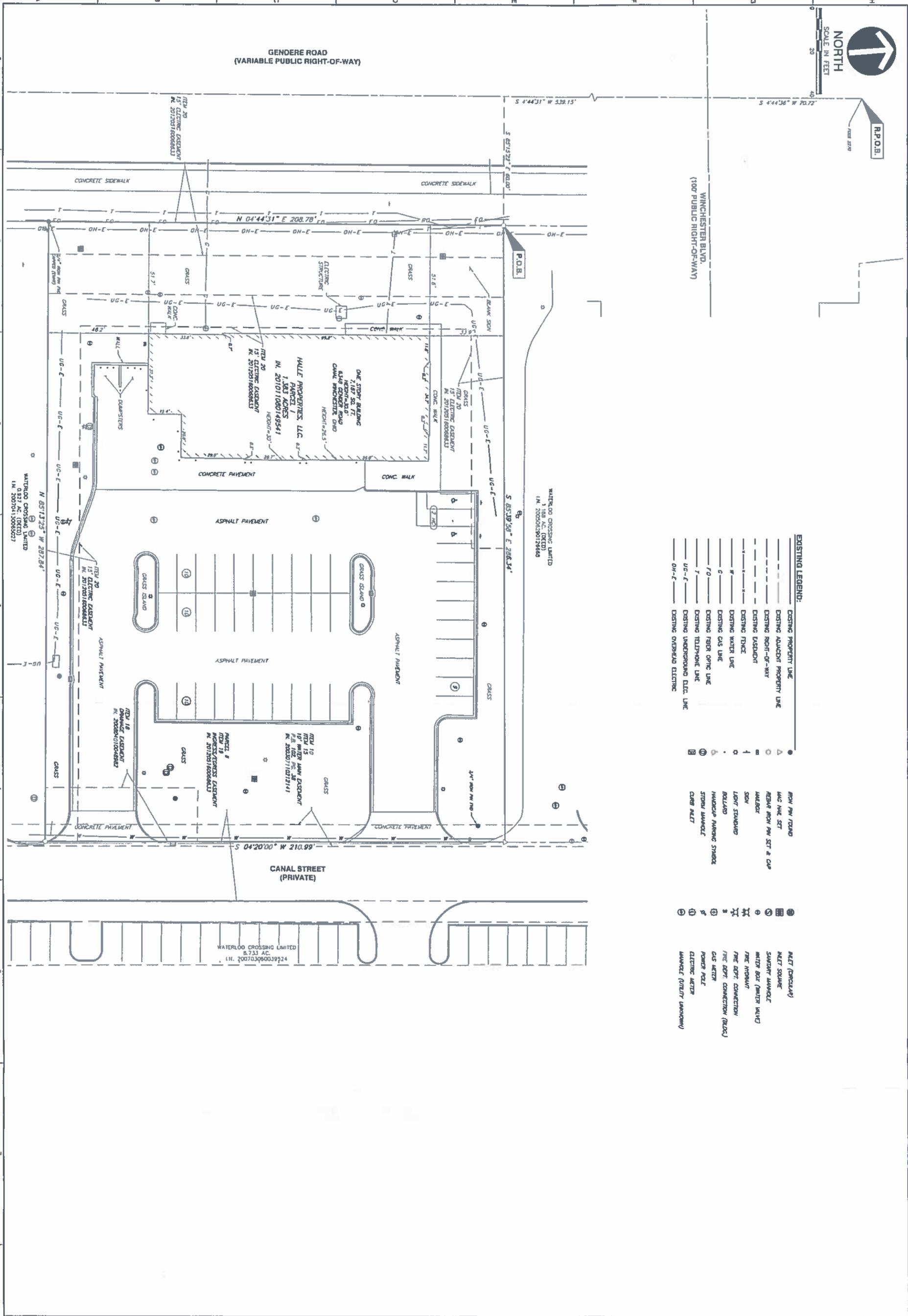
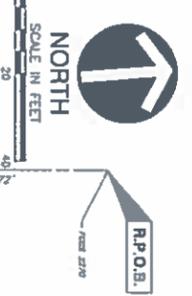
The development standards of the Zoning Code are met with the exception of 2 building variances, simultaneously submitted to the City of Canal Winchester with this application.

Lastly, AutoZone's proposed store will not adversely affect traffic flow or access to or from the Waterloo Crossing shopping center. The frontage road and adjacent parking fields servicing the AutoZone outlot have been designed and constructed to accommodate the traffic generated by the AutoZone operation. In fact, the traffic generated by a specialty retailer, such as AutoZone, can be expected to generate lower traffic counts than other permitted general commercial uses, such as restaurants or drug stores.

**Canal Winchester - Discount Tire (Parcel # 184-002664-00)**  
Contiguous and Adjacent Landowners

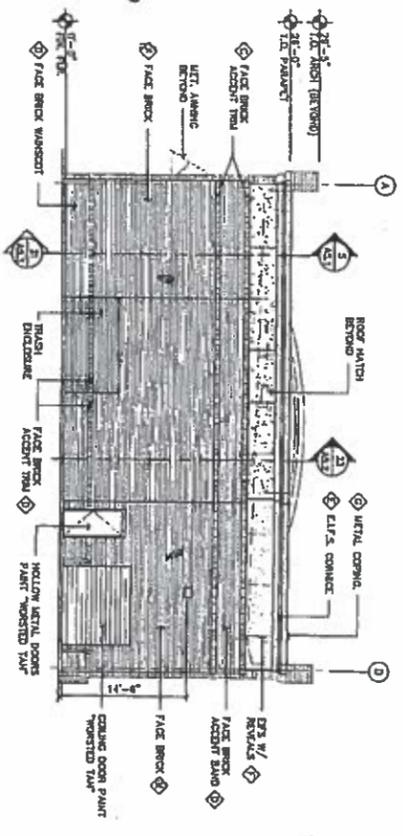
<u>Landowner</u>	<u>Address</u>	<u>Parcel #</u>	<u>Zoning</u>	<u>Use</u>
1 Emerald Light Investments	6310 Prentiss School Drive	184-002077-00	C - Commercial	436-Family restaurant/dining room
2 CCSJPS LLC	6290 Prentiss School Drive	184-002284-00	C - Commercial	435-Fast food/drive-in restaurant
3 First Bremen Bank	6380 Prentiss School Drive	184-002471-00	C - Commercial	444-Full service banks
4 6340 Prentiss School Drive LLC	6340 Prentiss School Dr	184-002627-00	C - Commercial	436-Family restaurant/dining room
5 6400 Gender Road LLC	6400 Gender Road	184-002781-00	C - Commercial	444-Full service banks
6 CRI Outparcels LLC	6314 Gender Road	184-003046-00	C - Commercial	444-Full service banks
7 Waterloo Crossing LTD	6270-6392 Gender Road	184-002987-00	C - Commercial	425-Neighborhood shopping center
8 CRI Outparcels LLC	6374 Gender Road	184-003209-00	C - Commercial	435-Fast food/drive-in restaurant





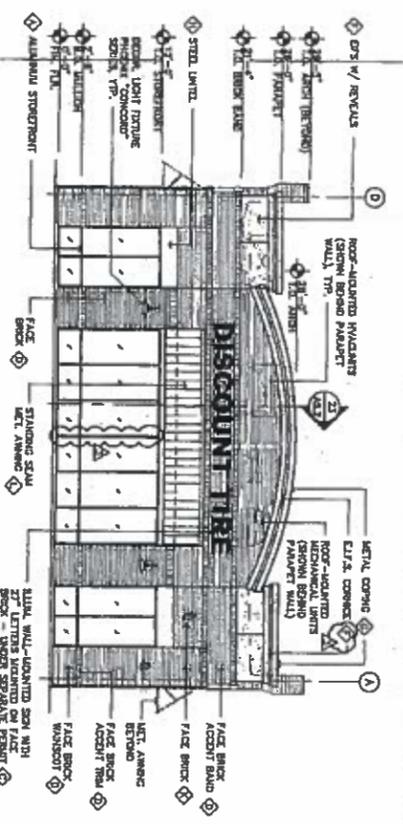
- EXISTING LEGEND:**
- EXISTING PROPERTY LINE
  - - - EXISTING ADJACENT PROPERTY LINE
  - - - EXISTING RIGHT-OF-WAY
  - - - EXISTING EASEMENT
  - - - EXISTING FENCE
  - - - EXISTING WATER LINE
  - - - EXISTING GAS LINE
  - - - EXISTING FIBER OPTIC LINE
  - - - EXISTING TELEPHONE LINE
  - - - EXISTING UNDERGROUND ELEC. LINE
  - - - EXISTING OVERHEAD ELECTRIC
- 
- ROW PW POINT
  - ▲ MET SET
  - REBAR ROW PW SET & CAP
  - MAILBOX
  - SCW
  - LIGHT STAND
  - BALLAD
  - HYDRO-PUMPING STATION
  - STORM MANHOLE
  - CURB MET
- 
- MET (CONCRETE)
  - MET SQUARE
  - SURVEY MANHOLE
  - WATER BOX (WATER VALVE)
  - FIVE HOUSING
  - FIVE DEPT. CONNECTION
  - BALLAD
  - FIVE DEPT. CONNECTION (BLDG.)
  - GAS METER
  - POINT POLE
  - ELECTRIC METER
  - MANHOLE (UTILITY UNKNOWN)

<p><b>ALTA/NSPS LAND TITLE SURVEY</b></p>	<p><b>CASTO DEVELOPMENT TIRE DISCOUNTER VILLAGE OF CANAL WINCHESTER FRANKLIN COUNTY, OHIO</b></p>	<p><b>Civil &amp; Environmental Consultants, Inc.</b> 250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085 614-540-6633 • 888-598-6808 www.cecinc.com</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISION RECORD</th> </tr> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> </tbody> </table>	REVISION RECORD		NO.	DESCRIPTION																				
REVISION RECORD																											
NO.	DESCRIPTION																										
<p>DATE: <b>OCTOBER 2016</b> DRAWN BY: <b>JEC</b></p> <p>DWG SCALE: <b>1"=20'</b> CHECKED BY: <b>MJA</b></p> <p>PROJECT NO: <b>163-807</b></p> <p>APPROVED BY: <b>MAB</b></p>	<p>WATERLOO CROSSING LIMITED 8.733 AC. 111. 200704130055274</p>	<p>WATERLOO CROSSING LIMITED 1.188 AC. (DEED) 111. 200504280129688</p>	<p>WATERLOO CROSSING LIMITED 0.837 AC. (DEED) 111. 20070413005527</p>																								



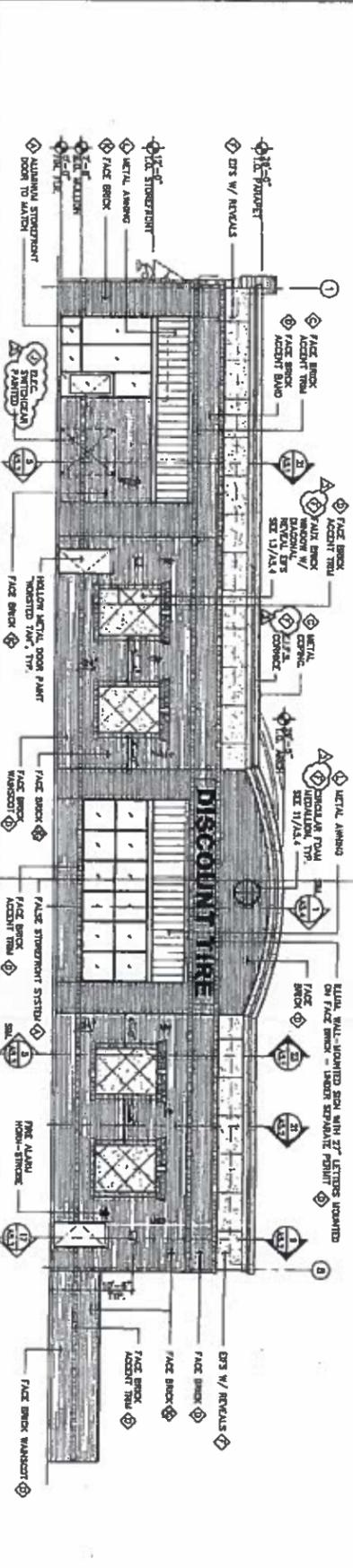
24 SOUTH ELEVATION

SCALE 1/8" = 1'-0"



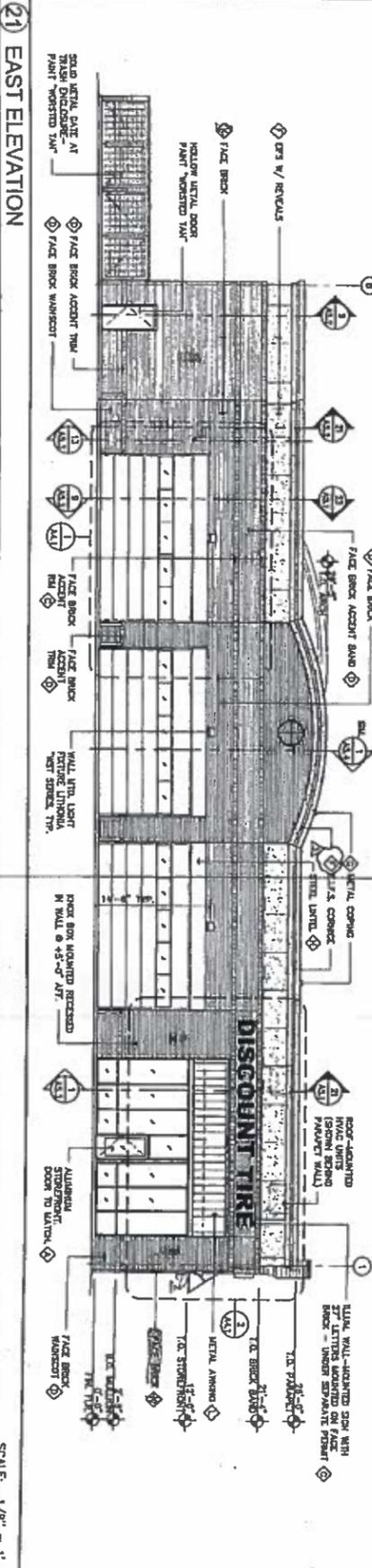
16 NORTH ELEVATION

SCALE 1/8" = 1'-0"



22 WEST ELEVATION

SCALE 1/8" = 1'-0"

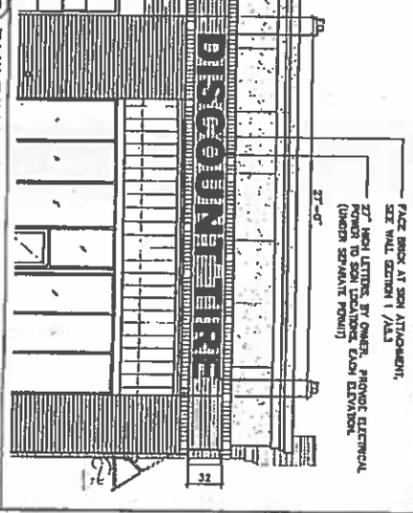


21 EAST ELEVATION

SCALE 1/8" = 1'-0"

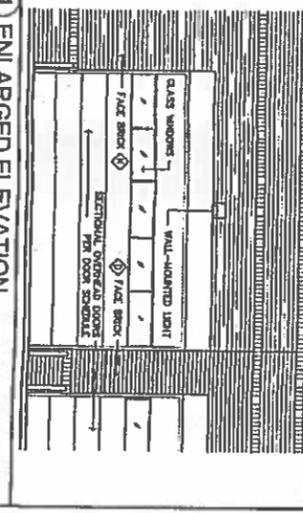
- 4 GENERAL FINISH NOTES**
1. INTERIOR COLOR BRICK VENEER
  2. INTERIOR COLOR CELL WATER/URINE COUSE
  3. ALUMINUM STORMDOOR TO BE FACTORY FINISH
  4. E.L.F.S. PROVIDE AS NOTED PER GENERAL/PAINT NOTES. MATERIALS AND INSTALLATION PER PROJECT SPECIFICATION. TO PROVIDE DURABLE WEATHER RESISTANT WALL FINISH.
  5. OVERHEAD DOORS TO BE FACTORY FINISH. SEE DOOR SCHEDULE.
  6. ALL EXPOSED STRUCTURAL STEEL TO BE FACTORY FINISH AND PAINTED ON THE JOB SITE.
  7. BUILDING SQUARE - UNDER SEPARATE PERMIT.
  8. VERIFY HEIGHTS OF ALL EXTERIOR LIGHTING FIXTURES WITH ELECTRICAL DWGS.

- 3 MATERIAL KEY NOTES**
- FACE BRICK AT SIGN ATTACHMENT, SEE WALL SECTION 1/1A3
  - 37" HIGH LETTERS AT SIGN, MINOR ELECTRICAL POWER TO SIGN (SEE ELECTRICAL DWGS. FOR SEPARATE PERMIT)
  - FACE BRICK ACCENT BAND TO MATCH 'WORKED TYP'
  - FACE BRICK ACCENT TRIM TO MATCH 'WORKED TYP'
  - BRICK VENEER - HANSON FACE BRICK (1575)
  - STANDING SEAM METAL ANNEALING - BURGESS 'THUNDER' FLAHS PAINTED 'WORKED TYP'
  - EXPPOSED STEEL PAINTED TO MATCH 'WORKED TYP'
  - PAINT - SHOWING WALLS TO MATCH 'WORKED TYP'
  - EL.F.S. WITH REVEALS (WHERE OCCURRED) PAINT INTERIOR COLOR - SCHEDULE 1/1A3 SEE DOOR SCHEDULE
  - METAL ANNEALING - FACTORY FINISH / INTERIOR COLOR TO MATCH
  - EXPPOSED STEEL PAINTED TO MATCH 'WORKED TYP'
  - BRICK VENEER - HANSON FACE BRICK (1575)
  - STANDING SEAM METAL ANNEALING - BURGESS 'THUNDER' FLAHS PAINTED 'WORKED TYP'



2 BUILDING SIGN DETAIL

SCALE 3/16" = 1'-0"



1 ENLARGED ELEVATION

SCALE 3/16" = 1'-0"

<p>CONTRACTOR: CONSTRUCTION CORPORATION</p> <p>DATE: 09-20-12</p>	<p>THE OFFICE OF WILLIAM A. AMOR ARCHITECT</p> <p>2121 NORTH AVENUE, SUITE 100, CLEVELAND, OH 44115</p>	<p>STATE OF OHIO</p> <p>WILLIAM A. AMOR ARCHITECT</p>	<p>DISCOUNT TIRE CO.</p>	<p>WATERLOO CROSSING @ GENDER RD.</p> <p>CANAL WINCHESTER, OH 43110</p>	<p>PROJECT MANAGER: JOHN HANCOCK</p> <p>ARCHITECT: JOHN HANCOCK</p> <p>DATE: 12/10/2010</p>	<p>EXTERIOR ELEVATIONS</p> <p>GENERAL FINISH NOTES</p> <p>A4.1</p>
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# AutoZone Development, LLC

c/o: Jeff Kauertz  
 123 S. Front Street, 3rd Floor  
 Memphis, Tennessee 38103  
 (901) 495-8771

Architect:  
**Lew Ellis**

123 S. Front Street, 3rd Floor  
 Memphis, Tennessee 38103  
 (901) 495-8707

Owner:

## Casto Gender Road, LLC

c/o: Jason Freeman  
 250 Civic Center Drive, Suite 500  
 Columbus, Ohio 43215  
 (614) 744-2024



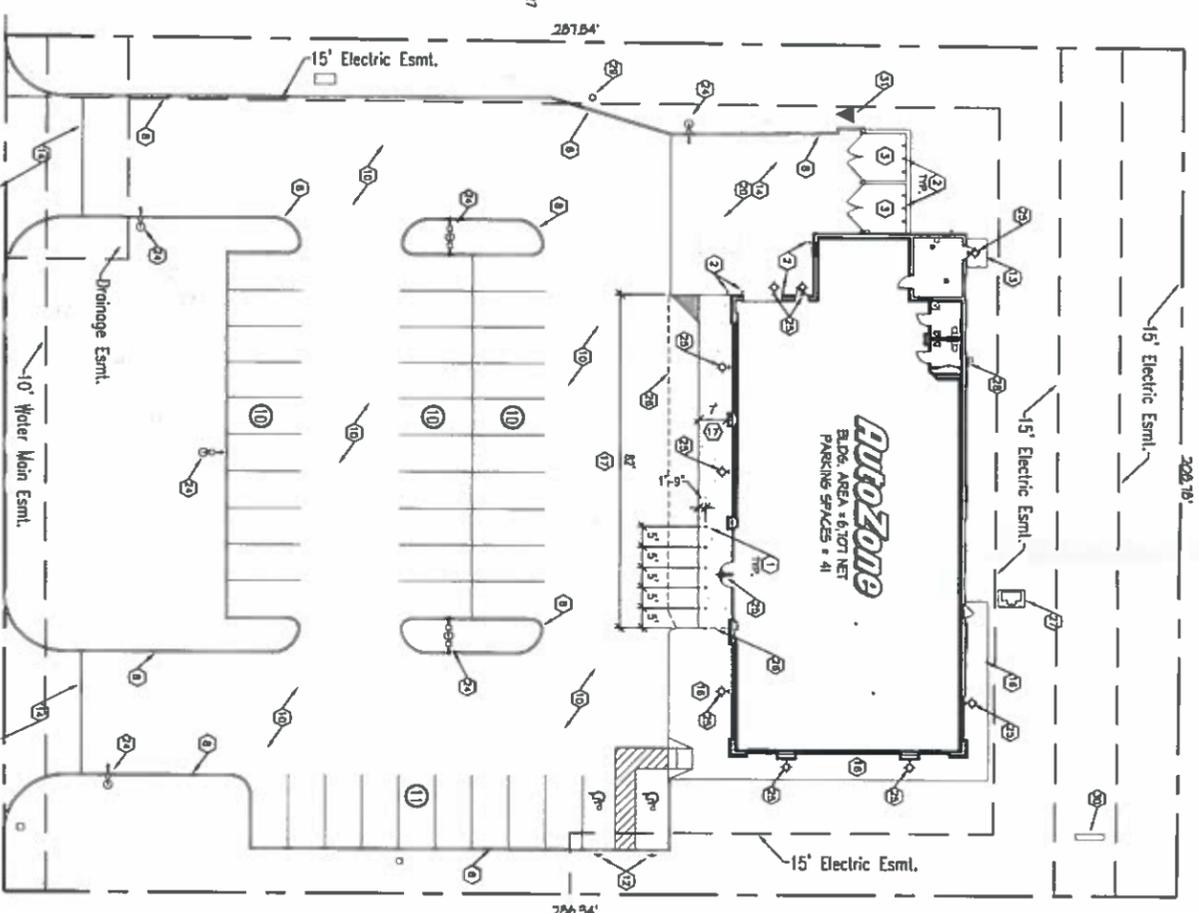
Adjacent Tenant  
 Waterloo Crossing Limited  
 0.927 ac. (land)  
 Instrument Number = 20070413006027



across Gender Road

# DONATOS

across Gender Road



Autozone  
 1-Story building  
 30'-0" height  
 Retail auto parts store  
 Building SF = 7,187  
 Property SF = 60,254  
 Acres = 1.833

**GENERAL NOTES**  
 ALL NOTES MAY NOT APPLY

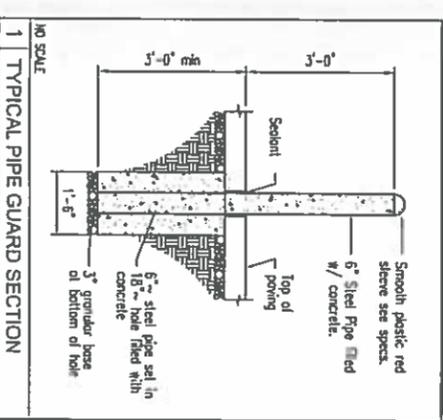
1. Prior not building and all parking areas. Notify the Architect of any unacceptable areas.
2. Edge of new pavement to be flush with existing pavement.
3. All sidewalk curb and gutter street paving, curb cuts, driveway aprons, handicap ramps, etc. constructed in accordance with the City of Memphis specifications and requirements.
4. For areas outside the property lines, report and/or replace all drainage items to existing elements (detritus pits, manholes, etc.) as required by other on/off governing authority.
5. For proposed utility locations, see the utility plan.

**CHASE**  
 Adjacent Tenant  
 Waterloo Crossing Limited  
 1.188 ac. (land)  
 Instrument Number = 200506290178666

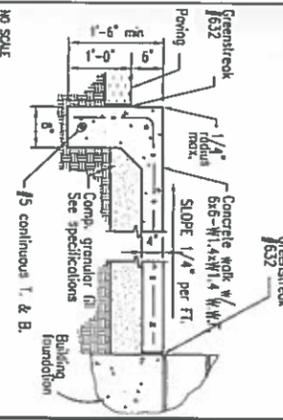
**NOTE:**  
 LANDLORD TO BE RESPONSIBLE FOR RESURFACING PAVED LOT IF REQUIRED.

**SITE PLAN**  
 1" = 20'-0"

**DOLLAR TREE**  
 Waterloo Crossing Limited  
 6.733 ac. (land)  
 Instrument Number = 200700360003624



1 TYPICAL PIPE GUARD SECTION



3 TYPICAL WALK SECTION

**REVISIONS**

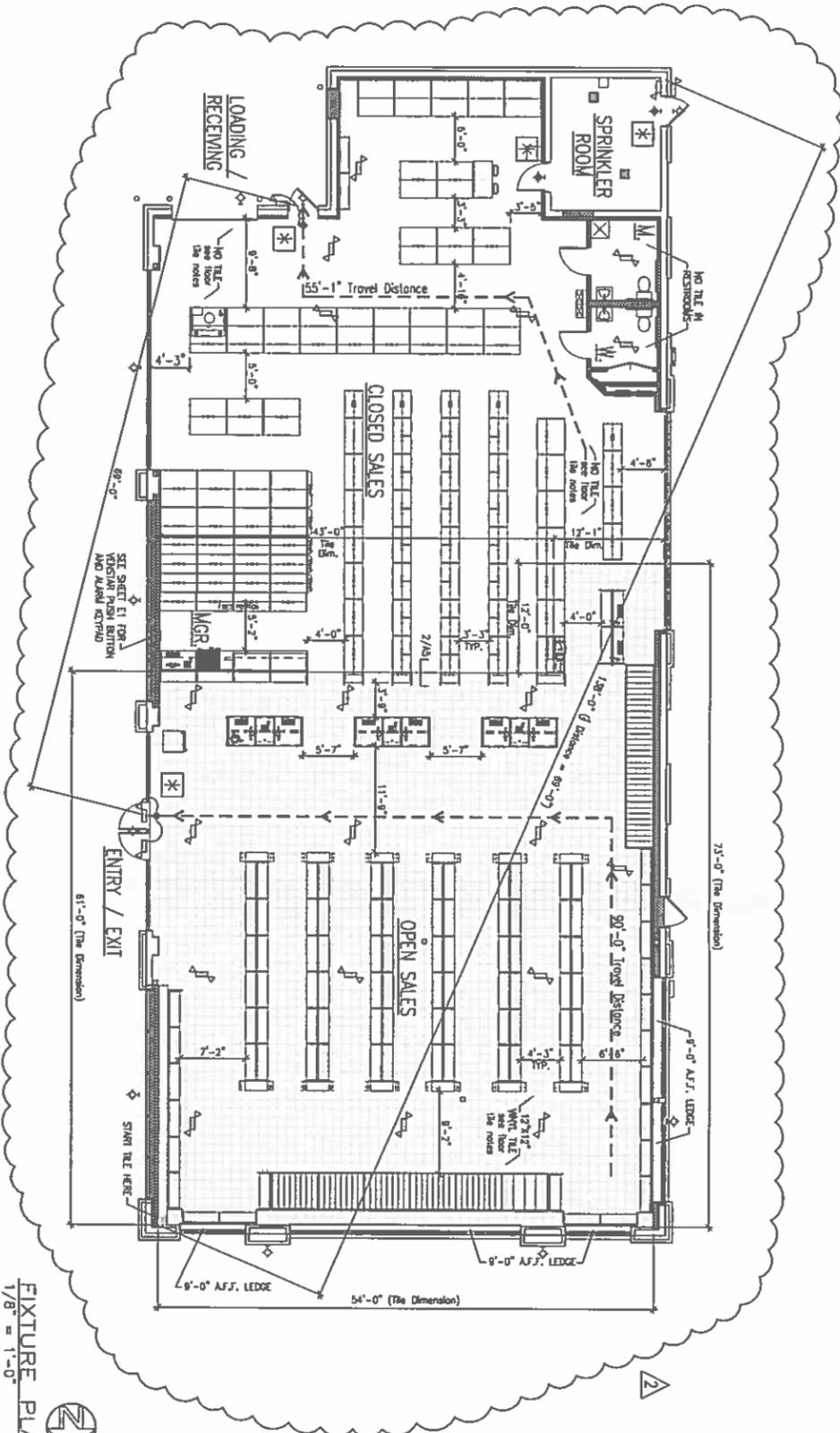
NO.	DATE	DESCRIPTION
1		
2		
3		

AutoZone Store No. 5040  
 6348 GENDER ROAD  
 COLUMBUS, OH 43110  
**SITE PLAN / NOTES / DETAILS**

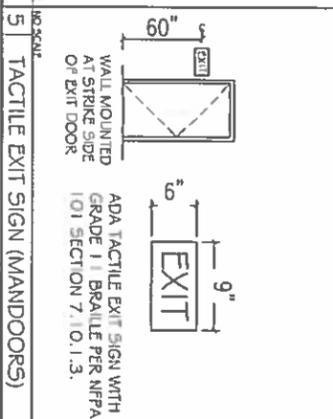
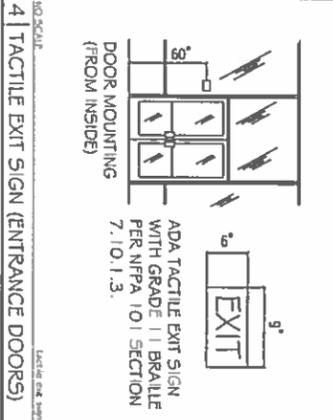
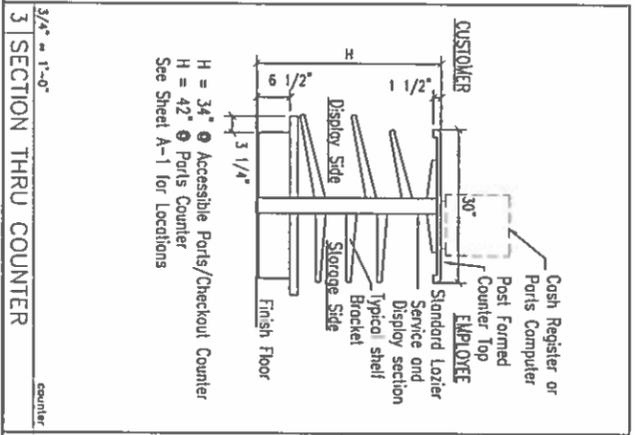
Architect: LEW ELLIS  
 123 South Front Street  
 Memphis, Tennessee 38103  
 TEL: 901-495-8707 FAX: (901) 495-8969  
 For Bidding & Contractor Information Contact:  
 McGraw - Hill Construction Tel. 615-884-1017  
 www.construction.com

01-04-17  
 6W2-REMODEL  
**C-1**

GENDER ROAD SIDE

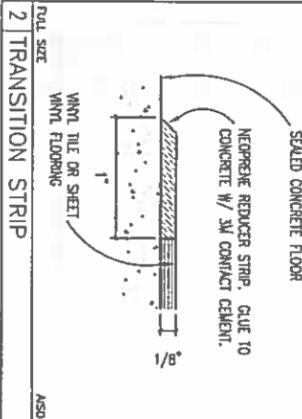


FIXTURE PLAN  
1/8" = 1'-0"



<p>OPEN SALES (M) = 3,448</p> <p>CLOSED SALES (S1) = 3,259</p> <p>TOTAL SQ.FT. = 6,707</p>	<p>TALLEST FIXTURE WILL BE 10'-0" HIGH</p> <p>THERE IS NO HIGH PILED STORAGE</p> <p>CEILING OPEN TO DECK</p> <p>BUILDING IS SPRINKLED</p>
<p><b>LEGEND / NOTES</b></p> <p>← --- INDICATES PATH OF TRAVEL (OT)</p>	
<p>EXIT SIGN WITH BATTERY BACKUP.</p> <p>EXTENSION ENERGY LIGHT WITH BATTERY BACKUP.</p> <p>REARRE HEAD WHEED TO EXIT SIGN.</p> <p>EMERGENCY LIGHT WITH BATTERY BACKUP.</p> <p>SEE SHEET E3 LIGHTING PLAN.</p>	<p>EXIT SIGNS TO BE INSTALLED AT THE REQUIRED EXITS FROM THE ROOM OR AREA AND WHEN OTHERWISE NECESSARY TO CLEARLY INDICATE THE DIRECTION OF EGRESS. GRAPHICS, ILLUMINATION AND POWER SUPPLY SHALL COMPLY WITH CHAPTER 10 OF THE IBC.</p>
<p>EXIT DOORS TO BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.</p> <p>EXCEPTION: MAIN EXIT DOOR HAS KEY-LOOKING HARDWARE. C.C. TO PROVIDE A REARRE VISIBLE DURABLE SIGN ON OR ADJACENT TO THE DOOR STANDING THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. SIGN TO BE ONE INCH HIGH LETTERS ON CONTRASTING BACKGROUND.</p>	<p>EXITS TO BE ILLUMINATED AT ANY TIME THE BUILDING IS OCCUPIED WITH LIGHT HAVING INTENSITY OF NOT LESS THAN ONE FOOT-CANDLE AT FLOOR LEVEL. THE POWER SUPPLY FOR EXIT ILLUMINATION HAS BATTERY BACKUP IN THE EVENT OF A POWER FAILURE.</p>
<p>2A. TOBC FIRE EXTINGUISHER, C.C. INSTALL EITHER ON WALL SURFACE, COLUMN, OR ALUMINUM MULLION. MOUNTING HEIGHT=3'-6" AFF TO TOP OF EXTINGUISHER. SIZE, TYPE, NUMBER AND LOCATION OF FIRE EXTINGUISHERS SHALL BE INSTALLED ACCORDING TO LOCAL REQUIREMENTS.</p>	<p>PROVIDE TACTILE EXIT SIGNS AT ALL EXITS AS REQUIRED BY NFPA 101 SECTION 7.10.1.3. MOUNT SIGNAGE AT 60" AFF. TO CENTERLINE OF SIGN. SEE SHEET A.1.1 FOR DETAILS.</p>

- 1/8" = 1'-0"
- 1 FLOOR TILE NOTES**
- PROVIDE TILE TRANSITION STRIPS WHERE TILE STOPS AND CONCRETE FLOOR IS LEFT EXPOSED.
  - ALL NEW TILE SHALL BE 12" X 12" X 1/8" VANT FLOOR TILE, WHERE EXISTING TILE IS SHOWN TO REMAIN. NEW TILE REQUIRED TO COMPLETE THE INSTALLATION SHALL MATCH THE EXISTING. IF THE TILE IS NO LONGER AVAILABLE CONSULT THE AUTOCONE PROJECT MANAGER FOR INSTRUCTIONS BEFORE PROCEEDING ANY FURTHER. REFER TO FLOOR PLAN THIS SHEET FOR THE EXTENT OF NEW TILE REQUIRED.
  - AT THE COMPLETION OF THE PROJECT, LEAVE ONE UN-OPENED BOX OF FLOOR TILE TO BE GIVEN TO THE PROJECT MANAGER, WHO WILL INQUIRE WHO IS OFF TO THE MAINTENANCE PERSONNEL.
  - 4" BLACK VANT BASE ON ALL WALLS, INCLUDING INTERIOR & EXTERIOR OF ALL RESTROOM WALLS.
  5. AT THE COMPLETION OF THE PROJECT, LEAVE ONE UN-OPENED BOX OF FLOOR TILE TO BE GIVEN TO THE PROJECT MANAGER, WHO WILL INQUIRE WHO IS OFF TO THE MAINTENANCE PERSONNEL.



REVISIONS		
1	04-07-17	4
2	05-18-17	5
3		6

AutoZone Store No. 5040  
6348 GENDER ROAD  
CANAL WINCHESTER OH 43110  
FIXTURE / EGRESS / TILE / FLOOR PLAN / DETAILS / NOTES

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