

Canal Winchester

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



Meeting Agenda

December 2, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order

B. Roll Call

C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action

RES 19-027

Development

A Resolution Approving the Mayor's Appointment of Bill Christensen to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 (**Resolution**)

- Request to move to full Council

RES 19-028

Development

A Resolution Approving the Mayor's Appointment of Brad Richey to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 (**Resolution**)

- Request to move to full Council

RES 19-029

Development

A Resolution Approving the Mayor's Appointment of Roger White to Serve a Four Year Term as a Member of the Landmarks Commission Expiring on December 31, 2023 (**Resolution**)

- Request to move to full Council

ORD 19-071

Development

An Ordinance to Authorize the Mayor to Enter Into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC (**Ordinance, Exhibit A**)

- Request to move to full Council

E. Reports

Matt Peoples -

Public Service Director's Report

Lucas Haire -

Development Director's Report

Amanda Jackson -

Finance Director's Report

F. Items for Discussion

G. Old/New Business

H. Adjournment

RESOLUTION NO. 19-027

**A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF BILL CHRISTENSEN TO SERVE
A FOUR YEAR TERM AS A MEMBER OF THE PLANNING AND ZONING COMMISSION
EXPIRING ON DECEMBER 31, 2023.**

WHEREAS, the Canal Winchester Code of Ordinances section 1139.01 provides for the establishment of the Planning and Zoning Commission; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to the Planning and Zoning Commission and City Council is required to approve the Mayor's appointment;

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

Section 1: Bill Christensen shall serve a four (4) year term as a member of the Planning and Zoning Commission as appointed by the Mayor expiring on December 31, 2023.

Section 2: That this resolution 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

RESOLUTION NO. 19-028

**A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF BRAD RICHEY TO SERVE
A FOUR YEAR TERM AS A MEMBER OF THE PLANNING AND ZONING COMMISSION
EXPIRING ON DECEMBER 31, 2023.**

WHEREAS, the Canal Winchester Code of Ordinances section 1139.01 provides for the establishment of the Planning and Zoning Commission; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to the Planning and Zoning Commission and City Council is required to approve the Mayor's appointment;

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

Section 1: Brad Richey shall serve a four (4) year term as a member of the Planning and Zoning Commission as appointed by the Mayor expiring on December 31, 2023.

Section 2: That this resolution 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

RESOLUTION NO. 19-029

**A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF ROGER WHITE TO SERVE
A FOUR YEAR TERM AS A MEMBER OF THE LANDMARKS COMMISSION
EXPIRING ON DECEMBER 31, 2023.**

WHEREAS, the Canal Winchester Code of Ordinances section 1139.02 provides for the establishment of the Landmarks Commission; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to Landmarks Commission and City Council is required to approve the Mayor's appointment;

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

Section 1: Roger White shall serve a four (4) year term as a member of the Landmarks Commission as appointed by the Mayor expiring on December 31, 2023.

Section 2: That this resolution 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 resolution 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. 19-071

**ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE
PURCHASE AGREEMENT FOR THE PURCHASE OF
45 EAST WATERLOO STREET, CANAL WINCHESTER, OHIO
OWNED BY BOB MCDORMAN REAL ESTATE, LLC**

WHEREAS, Council hereby finds and determines it is in the best interest of the City of Canal Winchester to enter into an agreement for the purchase of the property 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) owned by Bob McDorman Real Estate, LLC for public purposes; 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 be and hereby is authorized and directed to enter into a real estate purchase agreement, in a form substantially similar to the Exhibit A, on behalf of the City of Canal Winchester for the purchase of real property located at 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) as fully described in said agreement, in the amount of \$2,400,000 with the remainder of the terms and conditions set forth within the agreement.

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.

CLERK

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into as of the last date of execution on the signature page below ("Effective Date") by and between Bob McDorman Real Estate, LLC, an Ohio limited liability company having a mailing address at 6500 Lithopolis Winchester Road, Canal Winchester, Ohio, 43110 (collectively, the "Seller"), and City of Canal Winchester, Ohio, an Ohio municipal corporation, or its assigns, having a mailing address at 36 South High Street, Canal Winchester, Ohio 43110 (the "Buyer"). The Buyer and Seller may be sometimes individually referred to as a "Party" or collectively referred to hereafter as the "Parties."

RECITALS

- A. Seller is the owner of certain land described more particularly in Section 1 below.
- B. Seller desires to sell the Property and Buyer desires to purchase the Property all on the terms and subject to the conditions set forth herein;

WHEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for good and other valuable consideration, the parties agree as follows:

1. The Property. Upon and subject to the terms and conditions herein set forth, the Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase and acquire from the Seller, approximately 1.29 acres identified as Franklin County, Ohio Parcel Numbers 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251 and 184-003232, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference, together with all buildings, appurtenances, hereditaments, rights and privileges belonging to or in any way appertaining thereto, unless objected to by Buyer under the terms hereof (collectively, the "Property").

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall equal Two Million Four Hundred Thousand Dollars (\$2,400,000.00), subject to the debits and credits expressly provided for in this Agreement. The purchase amount shall be evidenced by a - Promissory Note (the "Note") in a form to be agreed upon by the Parties during the Review Period defined below, providing for quarterly installments of principal and interest amortized over ten (10) years at an interest rate of four percent (4%) per annum, with a maturity date on the tenth (10th) anniversary of the Closing Date. The Note shall be secured by a Mortgage (the "Mortgage") on the Property, in a form to be agreed upon by the Parties during the Review Period defined below, given by Buyer to Seller. The Parties acknowledge that the interest paid will be tax free to Seller per letter provided by Buyer's legal counsel on which Buyer shall have the right to rely. The Note shall provide that it cannot be prepaid for any reason, unless consented to by Seller.

3. Deposit. Buyer shall deliver to the Escrow Agent (as that term is defined in Section 4 below) within three (3) business days after the Effective Date, an earnest money deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the "Deposit"), which will be applied against the Purchase Price at Closing, unless otherwise disbursed in accordance with the terms of this Agreement.

4. Escrow and Closing. AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 shall serve as both the escrow agent ("Escrow Agent") and the title agent issuing the Title Commitment (as that term is defined in Section 7 below). The "Opening of Escrow" shall be that date on which a fully executed copy of this Agreement, along with the Deposit, are deposited with the Escrow Agent. Provided this Agreement has not been terminated in accordance with its terms, the "Close of Escrow" or "Closing" of this Agreement shall take place in the office of the Escrow Agent thirty (30) days after Buyer's delivery of written notice that the contingencies set forth in Sections 6 and 7 below have both been satisfied.

5. Review. Buyer shall have a period (the "Review Period") commencing on the Effective Date and expiring ninety (90) days thereafter, within which to determine, in its sole and absolute discretion, whether the Property is suitable to Buyer. The Buyer and Seller agree as follows regarding the Review Period:

(a) During the Review Period the Seller shall create no encumbrances against the Property without the prior written consent of the Buyer, which consent may be withheld at Buyer's sole and absolute discretion.

(b) Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of any of the following in its possession or control in any way relating to the Property: (i) any and all engineering, physical condition, soils, geological and/or environmental reports or studies and any other kinds of third-party inspection reports or studies that specifically cover all or part of the Property; (ii) any existing surveys that include all or part of the Property; (iii) any leases, service contracts or other kinds of contracts affecting the Property; and (iv) any other item reasonably requested by Buyer (collectively "Property Materials"). The Property Materials will be delivered "as is" for informational purposes only, without representation or warranty from Seller. In particular, Seller shall not be deemed to have made any representations or warranties regarding the completeness, accuracy or quality of the Property Materials or the competence of the preparer of the Property Materials. Seller shall have no obligations to Buyer with respect to the Property Materials, and Buyer shall have no right to rely on the Property Materials.

(c) During the Review Period, Buyer and its authorized agents, affiliates, employees and contractors may enter upon the Property at its and their sole risk and expense for the purpose of conducting development, architectural, engineering, economic and other studies, and physical, soils, geological, environmental, and other inspections of the Property to determine the condition of the Property. Buyer shall not alter or damage the Property in any manner and shall promptly restore the Property substantially to its original condition if any such damage does occur.

(d) During the Review Period, Buyer shall satisfy any objections that it may have relating to title to the Property including, without limitation, Seller's title in and to all coal, oil, gas and other mineral rights, all as set forth more particularly in Section 6 below.

(e) Buyer's investigations and other activities as set forth in this Section 5 shall in all events be completed at Buyer's sole cost and expense. Promptly upon completion of any such

investigation or other due diligence, Buyer shall deliver a copy of any third-party reports related to such investigation and/or due diligence to Seller.

(f) In the event Buyer does not notify Seller, in writing on or before the expiration date of the Review Period, that it is satisfied with its investigations of the Property, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer.

6. City Council Approval. Buyer shall have one hundred eighty (180) days from the Effective Date (the "Council Approval Period") to obtain the passage of all necessary and appropriate legislation from the City Council for the City of Canal Winchester, Ohio, to permit and authorize the purchase of the Property and to appropriate the necessary funds required for Closing under this Agreement. In the event Buyer is unable to obtain the passage of such legislation by the end of the Council Approval Period, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer

7. Title Commitment and Survey.

(a) Title Commitment. Within twenty (20) days of the Effective Date, Buyer shall cause Escrow Agent, at Buyer's expense, to provide Buyer and Seller with a preliminary title insurance commitment with legible copies of all underlying documents and title matters affecting the Property (the "Title Commitment"). The Title Commitment shall be issued by the Escrow Agent as an agent for a nationally recognized title insurance company (the "Title Company") and shall be accompanied by a closing protection letter issued by the Title Company. No later than sixty (60) days after the Effective Date, Buyer shall notify Seller in writing (the "Title Objection Notice") of any objections to the matters contained in the Title Commitment. The Title Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. Seller shall have ten (10) business days after receipt of Buyer's Title Objection Notice within which to advise Buyer in writing ("Seller's Title Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Title Notice shall be a deemed Seller's Title Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Title Notice to either:

- (i) send a notice ("Buyer's Title Acceptance Notice") to Seller waiving any uncured matters set forth in its Title Objection Notice; or,
- (ii) elect not to submit a Buyer's Title Acceptance Notice and Buyer shall be deemed to have accepted such uncured matters; or,
- (iii) send a termination notice to Seller terminating this Agreement.

Sending the Buyer's Title Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Title Acceptance Notice and later timely terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(b) Survey. Buyer, at Buyer's expense, shall order an ALTA survey of the Property (the "Survey") for Buyer's review. No later than sixty (60) days after the Effective Date, Buyer shall notify Seller in writing (the "Survey Objection Notice") of any objections to the matters contained in the Survey. The Survey Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. The Survey Objection Notice shall also contain a copy of the Survey that is the subject of the objection. Seller shall have ten (10) business days after receipt of Buyer's Survey Objection Notice within which to advise Buyer in writing ("Seller's Survey Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Survey Notice shall be a deemed Seller's Survey Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Survey Notice to either:

- (i) send a notice ("Buyer's Survey Acceptance Notice") to Seller waiving any uncured matters set forth in its Survey Objection Notice; or,
- (ii) elect not to submit a Buyer's Survey Acceptance Notice and Buyer shall be deemed to have accepted such uncured matters; or,
- (iii) send a termination notice to Seller terminating this Agreement.

If Buyer causes a Survey to be undertaken and subsequently terminates this Agreement, Buyer agrees to deliver a copy of the Survey to Seller. Sending the Buyer's Survey Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Survey Acceptance Notice and later timely terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(c) Permitted Exceptions. At Closing, Seller shall convey to Buyer good and indefeasible title in and to the Property, free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning and other governmental ordinances; (d) legal highways; (e) taxes and assessments which are a lien but not yet due and payable; (f) covenants, restrictions, conditions, easements and other matters of record or otherwise known to Buyer; (g) matters that would be disclosed by an accurate survey of the Property and (h) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record (collectively "Permitted Exceptions"). In no event shall any of the Permitted Exceptions include any mortgages or other financial liens encumbering the Property, all of which shall be paid from the Seller's proceeds at Closing. At Closing, Seller shall sign and deliver to the Escrow Agent a seller's affidavit in accordance with community custom.

8 Seller's Conduct Prior to Closing.

Between the Effective Date and the Closing, Seller shall not, without Buyer's written consent: (a) transfer, sell, assign, lease or otherwise convey the Property or any interest therein, except as a result of condemnation proceedings in which event the provisions set forth in Section 15 of this Agreement shall apply; (b) grant, modify, create, assume or permit to exist any

new: mortgage, lien, encumbrance, easement, covenant, condition, right of way or restriction upon the Property, or voluntarily take or permit any action adversely affecting title to the Property as it exists on the date of this Agreement unless permitted by this Agreement; (c) materially alter or change the condition or status of the Property.

9. Title Insurance; Deed. At the Close of Escrow, Escrow Agent shall deliver to Buyer a proforma title policy (the "Title Policy") issued pursuant to the Title Commitment as finalized pursuant to Section 6 above, containing only the Permitted Exceptions established under the terms of this Agreement committing the Title Company to issue within a reasonable time after the Close of Escrow, at Seller's expense, the Title Policy insuring title to the Property to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions. At Close of Escrow, Seller shall deliver to Buyer for recordation by Escrow Agent, the Deed, free and clear of all liens or any other monetary obligations, from Seller to Buyer conveying title to the Property to Buyer, subject only to the Permitted Exceptions.

10. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 10(a) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year except as otherwise set forth below. Seller hereby represents and warrants as follows:

(i) Seller has good and indefeasible fee simple title to the Property. This item shall expire at Closing.

(ii) To Seller's current, actual knowledge, there is no litigation or proceeding pending or threatened against or relating to either the Property and/or Seller's ability to consummate the transactions contemplated hereby, and Seller has received no notice of any pending, threatened or contemplated condemnation actions or special assessments with respect to the Property.

(iii) There are no parties in possession of any part of the Property.

(iv) Seller has not received any written notice of violations of any environmental or other laws applicable to the Property that remain uncured as of the date hereof.

(v) Seller is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Seller hereunder, and Seller's right to execute this Agreement is not limited by any other agreements. The person signing this Agreement on behalf of Seller has been duly authorized to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Property is bound, or, to Seller's current, actual knowledge, violate any regulation, law, court order, judgment, or decree applicable to Seller or the Property.

(vi) To Seller's current, actual knowledge, no consent, approval or authorization or waiver of any right of first refusal of any person, nor any declaration, filing or

registration with any governmental entity is required to be made or obtained by Seller (or by any affiliate of the Seller) in connection with the execution, delivery and performance by Seller of this Agreement and the transactions contemplated thereby.

(vii) To Seller's current, actual knowledge there are no contracts, purchase options or other contractual agreements that in any way affect the Property except as may be set forth in the Title Commitment.

(viii) If any of the persons executing this Agreement on behalf of Seller is an individual, and if any such individual is not identified as having a spouse, such individual represents and warrants that the signature of his/her spouse, if any, is not required in order to either execute this Agreement or to undertake all obligations imposed upon Seller under the terms of this Agreement in order to effectively close the purchase and sale of the Property.

As used in this Section 10(a), the words "to Seller's current, actual knowledge", or similar wording, means to the then current, actual (and not implied or constructive) knowledge of Alice F. McDorman, without any obligation of investigation or inquiry.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 10(b) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

(i) The execution, delivery and performance by Buyer of this Agreement and the performance by Buyer of the transactions contemplated hereunder have each been duly authorized by such persons or authorities as may be required.

(ii) Buyer has full right, power and authority to enter into this Agreement and carry out the obligations hereunder. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(iii) To Buyer's current, actual knowledge, there is no litigation or proceeding pending or threatened against Buyer which could have a materially adverse effect on Buyer's ability to perform its obligations hereunder.

11. Prorations and Closing Costs. The Buyer and the Seller agree as follows with respect to prorations and closing costs:

(a) Taxes and Assessments. At the Close of Escrow, the Seller shall pay, or credit against the Purchase Price: (i) all delinquent taxes and assessments, including penalties and interest, which are a lien against the Property as of the date of Closing; (ii) any assessments which are a lien against the Property and due; and (iii) all unpaid current real estate taxes and installments of assessments, if any, which are a lien against the Property, prorated through the date of Closing. The proration shall be based upon a 365-day year and be based upon the most recent assessed valuation of the Property and shall be final at Closing.

(b) Any Other Operating Expenses. Any other operating expenses relating to the Property shall be paid by the Seller, such as mowing contracts, lawn service, utility charges or other similar expenses. The parties expressly acknowledge and agree that Buyer shall have no obligation to assume any contracts or other obligations in any way relating to the Property.

(c) Closing Costs. At Closing, Seller shall pay (i) any and all state and county real estate transfer taxes and related conveyance fees required to be paid in connection with the recording of the Deed transferring title to the Property to the Buyer; (ii) the premium and all costs and expenses related to the issuance of the Title Policy, provided Seller shall not be responsible for costs related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Policy other than the cost of any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 7 above; and (iii) one-half of all escrow and closing fees charged by the Escrow Agent. Buyer shall pay (i) any recording and filing fees for the Deed; (ii) costs of the Title Commitment; (iii) costs of the Title Policy to the extent related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iv) the cost of the Survey; and (v) one-half of all escrow and closing fees charged by the Escrow Agent. Any costs not listed above shall be paid in accordance with the community custom as determined by the Escrow Agent.

12. Broker. Buyer and Seller represent and warrant that they have not dealt with any person, firm, real estate broker, or realtor in connection with the sale of the Property and no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any other realtor or broker in connection with the sale of the Property and each Party agrees to indemnify the other for any claims therefore.

13. Closing Documents. On or before 12:00 noon on the day of Closing, the Buyer and Seller shall deliver the following respective documents to the Escrow Agent:

(a) Seller.

(i) the Deed, subject only to Permitted Exceptions as determined under the terms of this Agreement;

(ii) the closing settlement statement;

(iii) such other documents as are required by the Title Company and/or are reasonably necessary to fulfill all of Seller's obligations under the terms of this Agreement.

(b) Buyer.

(i) the Note and Mortgage, properly executed and, as to the Mortgage, notarized;

(ii) any additional funds necessary for Closing;

(iii) executed counterparts of any other documents listed in Section 13(a) required to be signed by the Buyer;

(iv) such other documents as are required by the Title Company and/or are reasonably required to fulfill all of Buyer's obligations under this Agreement.

14. Default.

(a) Buyer's Remedies. If this Agreement becomes a binding contract without any contingencies, then any failure to close escrow which is the fault of Seller constitutes a default by Seller under this Agreement, and if Seller fails to cure such default within five (5) days of receipt of written notice of default from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to either: (i) cancel this Agreement, in which case Buyer shall be entitled to the immediate return of the Deposit; or (ii) institute an action for specific performance.

(b) Seller's Remedies. If Buyer fails to perform any of its obligations hereunder and fails to cure such default within five (5) days of receipt of written notice of default from Seller, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and keep the Deposit as liquidated damages by reason of Buyer's breach. The parties acknowledge that Seller's actual damages would be difficult or impossible to determine and that liquidated damages in the amount of the Deposit are reasonably equivalent to Seller's damages as a result of any such breach.

15. Termination. In the event this Agreement is terminated, or deemed to have been terminated, as provided herein, this Agreement shall be deemed null and void and of no further force and effect, and neither party shall have any further obligation or liability to the other in connection with or under this Agreement except for those covenants that, by their nature, are intended to survive the termination hereof. In the event of a termination, as expressly provided in this Agreement, the Escrow Agent shall deliver any documents delivered to it back to the party which sent the respective documents to the Escrow Agent.

16. Condemnation. In the event that any portion of the Property (excluding any immaterial portion that does not affect the value of the Property as determined in Buyer's reasonable discretion) is either taken by eminent domain proceedings or, any threat thereof is issued by any applicable governmental authority, Buyer shall have the right, at its election, to either (i) terminate this Agreement without liability on its part, or (ii) proceed with the acquisition of the Property and receive from Seller an assignment of all eminent domain proceeds. Buyer shall exercise this election within thirty (30) days after receipt of evidence that the Property is under the threat of any eminent domain proceedings.

17. Notice. All notices given under this Agreement shall be in writing and delivered either by (a) the United States Postal Service, certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) a nationally recognized overnight air courier service; or (d) email (provided that another form of notice described herein is also used); in each case sent, delivered or emailed to the parties as listed below. Each notice shall be deemed given upon the date sent. The lawyer for any party is entitled to give notice under the terms hereof. If any party

has multiple notice addresses and those notice addresses are identical, then the notice requirement shall be satisfied if a single notice is sent to that same address. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

If to Seller: Bob McDorman Real Estate, LLC
6500 Lithopolis-Winchester Road
Canal Winchester, Ohio 43110
Email: alicemcdorman@aol.com

With a copy to:

Steven G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Road, Suite 355
Columbus, Ohio 43220
Email: sgg@sgentrylaw.com

If to Buyer: City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director
Email: lhaire@canalwinchesterohio.gov

With a copy to:

James S. Gray, Esq.
Frost Brown Todd LLC
One Columbus, Suite 2300
Columbus, Ohio 43215
Email: jgray@fbtlaw.com

If to Escrow Agent: AmeriTitle Downtown
150 E. Main Street, Suite 1A
Columbus, Ohio 43215
Attention: _____
Email: _____

18. Miscellaneous. This Agreement may be changed, waived, or amended only in an agreement signed by all parties to this Agreement. Except as specifically provided herein, this Agreement contains the entire understanding between the parties relating to the subject matter hereof, and it supersedes any and all prior oral or written understandings or agreements relating to any such matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs, executors, administrators, legal and personal representatives, as applicable. Buyer may not assign its rights under this Agreement without the prior written consent of Seller except that Buyer may assign its rights under this Agreement to another public entity or to an entity set up and controlled by Buyer for the purpose of taking title to the Property without the consent of Seller. The captions of the several sections of this

Agreement are not a part hereof, and these captions shall not be used to interpret any of the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The Recitals are intended to be a part of this Agreement and are incorporated into the body hereof. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this section of the Agreement without the necessity of having further documentation to evidence such authority. If either party defaults under its obligations set forth in this Agreement, the non-defaulting party shall be entitled to recover reasonable attorneys' fees and expenses incurred by the non-defaulting party in defending, initiating or otherwise enforcing its rights under the terms of this Agreement. The parties specifically acknowledge, represent, and warrant that all of the terms and conditions of this Agreement are adequately and fully supported by consideration. In computing any period of time under this Agreement, the day of the act or event for which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event, the period shall run through the next business day. This Agreement may be executed in counterparts and shall be fully enforceable so long as both parties have signed either one Agreement or documents in counterpart. This Agreement may be executed with signatures delivered by either facsimile or email, and copies of such signatures so delivered shall be deemed as originals. Time is of the essence with respect to the parties' respective obligations under the terms of this Agreement. Both parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement, and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be adopted to deem that the Agreement shall be read in favor of any party which may not have participated in drafting one or more provisions of the terms of this Agreement.

19. Conveyance As-Is. Except as expressly set forth herein, (a) Seller makes no representation or warranty of any nature about the condition of the Property or its fitness of any particular purpose, and (b) Buyer acknowledges that the Property is being sold "as-is" and "with all faults" as of the date of Closing.

20. Building Name. Buyer agrees that the Building shall be named the "The Bob McDorman Building" and that this obligation shall survive Closing.

[End of Agreement – Signatures on Next Page]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed this Agreement.

SELLER:

BOB MCDORMAN REAL ESTATE, LLC, an
Ohio liability company

By: Alice F McDorman

Name: ALICE F MCDORMAN

Title: AGENT

Date: AUGUST 12, 2019

BUYER:

CITY OF CANAL WINCHESTER, OHIO, an Ohio
municipal corporation

By: Michael Ebert

Michael Ebert, Mayor

Date: 8-16-, 2019

Exhibit A-1

Legal Description

Tract 1:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lots No. 21, 22, and 23 in DOVE'S ADDITION to the Village (now City) of Canal Winchester as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio.

Parcel Numbers: 184-000019, 184-000020, 184-000021.

N9
All of
(184)
19,
20,
21

Tract 2:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being 119 feet off of the northerly end of 35 feet off of the easterly side of Lot Number 24 in DOVE'S ADDITION, to the Village (now City) of Canal Winchester and the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, Page 142, Recorder's Office Franklin County, Ohio.

Parcel Number. 184-000360.

N9
All of
(184)
360

Tract 3:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 24 in DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio, except 35 feet off the east side of said lot.

Parcel Number. 184-000257

N9
All of
(184)
257

Tract 4:

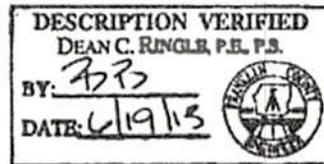
Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 25 In DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat book 3, page 142, Recorder's Office Franklin County, Ohio except a strip off of the southerly end of said lot conveyed to the Scioto Valley Traction Company by deed recorded In Deed Book 361, Page 348, Franklin County Recorder's Office.

EXCEPTING THEREFROM the following:

Being a strip of land off the rear of the grantor's Lot No. 25 Dove's Addition to the Village of Canal Winchester, Ohio, said strip to include all the land lying between the Ohio Canal and a ditch through the lot and parallel to said canal, said ditch being 56 to 63 feet North of the Centerline of the final location of the Scioto Valley Traction Company and containing 1/10 of an acre, more or less.

Parcel Number: 184-000321



N9
All of
(184)
321

SCHEDULE C

Exhibit A

File Number: 06-6386

Policy Number: 06-6386

Situated in the County of Franklin, State of Ohio and in the Township of Madison, Canal Winchester Corp:

TRACT 1: Beginning at a point on the west line of Middle Alley, in the Village of Canal Winchester, Ohio, ^{90.2} ~~980.2~~ feet, southerly from the northeast corner of Lot 25, of Reuben Dove's Addition; thence southerly with the west line of Middle Alley, 31.8 feet to a point 24.2 feet north of the old center line of the track of The Scioto Valley Railway & Power Company, measured at right angles thereto; thence westerly, running 122.0 feet south of and parallel with the south line of Waterloo Street 82.5 feet to the east line of Lot 24, of a point 24.35 feet north of the old center line of the track; thence northerly, with the west line of Lot 24, 38.65 feet to a point in the center of a former ditch; thence southeasterly, with the center line of said former ditch, 82.72 feet to the point of beginning, containing 0.069 of an acre of land, more or less; being part of the south half of Lot 25 (now no. 227) of Reuben Dove's Addition to the Village of Canal Winchester, Ohio, being tract no. 17 of deed from Henry B. Peters to C. T. Edmonds, April 8th, 1932, and part of the land conveyed to The Scioto Valley Traction Company by D. C. Young, December 198, 1901; recorded in Vol. 967, page 398, and Vol. 361, page 346, Franklin County, Ohio, Records of Deeds.

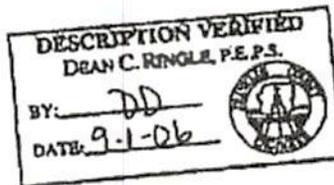
TRACT 2: Beginning at the southeast corner of Lot 25, Reuben Dove's Addition; thence West with South line of said lot 25, 82.5 feet to the southwest corner thereof, thence northerly with the east line of Lot 26, 10 feet; thence easterly, running 10 feet north and parallel with the south line of Lot 25, 82.5 feet to the west line of Middle Alley; thence southerly with the west line of Middle Alley, 10 feet to the point of beginning, containing .019 of an acre, more or less.

TRACT 3: Beginning at a point, the southeast corner of Lot 24, of Reuben Dove's Addition to the Village of Canal Winchester, Ohio; thence westerly with the south line of said Lot 24, 35.0 feet to a point; thence northerly 10.0 feet parallel with the east line of said Lot 24, to a point; thence easterly running 10.0 feet north of and parallel with the south line of said Lot 24, 35.0 feet to a point; thence southerly with the line between Lots 24 and 25, 10 feet to the point of beginning. Containing 0.008 of an acre of land, more or less, and being part of Lot 24 conveyed to the Scioto Valley Traction Company by J. T. Flinchbaugh, May 20, 1902; recorded in Vol. 356, page 1555, Franklin County, Ohio, records of Deeds.

TRACT 4: Being three (3) feet off of the south end of the following described real estate: Being ³⁵ ~~33~~ feet off of the east side of Inlot Number 24 in Dove's Addition to the Village of Canal Winchester, Ohio, as the said Lot is numbered and shown on the recorded plat of said Addition, except such portion of said lot as was heretofore conveyed to The Scioto Valley Traction Company off of the South end of said Lot.

aka 15 S. Trise St., Canal Winchester, Oh 43110

N-9 alley
(134)
251



DESCRIPTION OF A FOUR (4) FOOT STRIP
SOUTH OF WATERLOO STREET
WEST OF TRINE STREET

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, Section 30, Township 15, Range 20, Congress Lands East of Scioto River, being a four (4) foot wide strip of land along the northerly extent of the historic Ohio and Erie Canal as demonstrated on the Ohio & Erie Canal Plat No. 148 on file with the Ohio Department of Natural Resources, Canal Lands Office, and being out of that 1.291 acre tract as described in a Governor's Deed to the Village of Canal Winchester, filed August 6, 1964 of record in Deed Book 2581, Page 545, all references to records are on file in the Recorder's Office, Franklin, County Ohio, said strip being more particularly described as follows:

Commencing at a 5/8" rebar with a plastic cap stamped "E.P. Ferris Surveyor 8230" found at the northeasterly corner of Lot 25 as delineated on the plat of "Reuben Doves Addition" of record in Plat Book 3, Page 142 and being the intersection of the southerly right of way line of Waterloo Street and the westerly right of way of Trine Street;

Thence South 30°22'10" West, along the easterly line of said Lot 25, the westerly line of said Trine Street, passing a mag-nail found at a distance of 90.21 feet, a total distance of 132.00 feet to a mag-nail found at the southeasterly corner of said Lot 25, in the northerly line of said 1.291 acre tract and being the True Place of Beginning of the strip of land herein described:

Thence South 30°22'10" West, continuing along the westerly line of said Trine Street, into said 1.291 acre tract, a distance of 4.00 feet to a mag-nail set;

Thence North 59°57'59" West, through said 1.291 acre tract, along a line parallel to the northerly line of said 1.291 acre tract, a distance of 412.06 feet to an iron pin set;

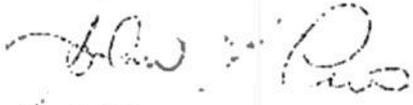
Thence North 30°02'01" East, a distance of 4.00 feet to an iron pin set in the northerly line of said 1.291 acre tract, in the southerly line of said "Reuben Doves Addition";

Thence South 59°57'59" East, along the northerly line of said 1.291 acre tract, along the southerly line of said "Reuben Doves Addition", a distance of 412.08 feet to the True Place of Beginning and containing 0.037 acre of land.

Bearings are based on South 59°57'59" East along the southerly right of way line of Waterloo Street and are referenced to the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS) utilizing GPS observations of the Ohio Department of Transportation Virtual Reference Stations from a survey of the premises by others.

The foregoing description has been prepared by BRH Group, Inc. from an actual field survey of the premises on April 8, 2013. Iron pins set are 5/8" rebar, 30" long with a plastic cap stamped "BRH Group".

BRH Group, Inc.



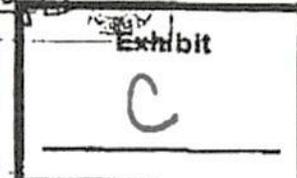
John L. Price
Professional Surveyor No. 7159
(Project 40294)

08/02/2013



N-9
Split
0.037 Area
out of
(184)
751

DESCRIPTION VERIFIED
DEAN C. RUSSELL P.E., P.S.
BY: 
DATE: 12 April 2013



0128850.0615530 4851-0473-8207v1

[GLG00015950 1]

COUNCIL UPDATE



November 26, 2014

Department of Public Service
Matt Peoples, Director

Project Status:

Public Works Facility & Salt Barn: We have been meeting with an architect to review conceptual layouts for this project and have selected one we feel will best accommodate our current and future needs. The architect is working on more detailed drawings and preliminary estimates and we are expecting to present to Council at the December Service Committee meeting. The salt barn is being designed as part of the WRF plant upgrade project since it will be similar to the sludge barn.

Gender Rd. Phase IV Project: We expect to hear word from OPWC in December as to the success of our application. In the mean time we will continue to work with property owners in the area of this project to answer their questions and provide information as discussed at Committee of the Whole.

Truck Parking Issues: The ordinance that establishes no truck parking in Canal Pointe took effect November 21. We installed signs at the entrances and on internal streets and passed out notification fliers. To date we have had a few complaints but no issues. We have also heard numerous compliments from the area businesses.

2015 Street CIP: We are working to put the design together for this project that is expected to include Canal St., Prentiss School Dr., Thrush Dr. and other streets in Westchester Phase II, Winchester Blvd., alley work, crack sealing, and additional drainage improvements on Groveport Pk.

Interurban Building: We will be moving to begin some preliminary work on the interior of the building in preparation for the remaining construction in 2015.

WRF Plant Updates: We are continuing design of this project that includes: new SCADA system, aeration upgrades, electrical system upgrades and equipment replacements. The project is expected to bid in 2014 and awarded early 2015.

NIMS Updates: We are currently updating our National Incident Management System (NIMS) information with the Franklin County Emergency Management Agency. In addition, we are held a work session with Madison Township and the City of Groveport to collaborate on our multiagency coordination systems.

COUNCIL UPDATE



November 26, 2014

Division of Urban Forestry

Dick Miller, Urban Forester

Project Status:

Landscapes:

As part of the fall street tree plantings, Klamfoth Inc. installed 29 Taxus shrubs along the north side of the parking lot between the Chevrolet Museum and the Community Center. Four dogwood trees will be added to the south side of the lot. Additionally, the fall plantings are nearly complete.

Landscape changes will be made to the street- scape development along Winchester Blvd. west of Prentiss School Drive. Existing junipers no longer needed for screening will be removed and replaced with an assortment of trees.

Tree Removals:

Tree work (dead trees) continues by Arbaugh Tree Service near the Groveport Road bike path and near the western city limits along that street.

Tree Preserved:

The zoning department has helped preserve a significant Pecan Tree (5th largest in Ohio) located directly across from the Gender Road fire station. The private tree is quite close to the road and will enhance the future aesthetic appeal of that street scape.

Trees Pruned:

Dead-wood is being removed and significant overhanging limbs trimmed in the previous Marathon gas station lot. No trees are being removed at this time.

COUNCIL UPDATE



November 26, 2014

Division of Water

Gary Schmitt, Superintendent

Project Status:

2013 Tank Town Waterline Replacement:

Locations of main valves, curb boxes, and hydrants submitted to Bird & Bull Engineering for integration into GIS program. Awaiting final verification of input of data.

Distribution:

- Staff assisted two commercial businesses in resolving high consumption issues.

Miscellaneous:

- Winterization procedures have been completed for all wells and water towers.
- Layne Pump completed re-cleaning of Well #4. Currently awaiting coliform sample test results prior to putting well back in service.

COUNCIL UPDATE



November 26, 2014

Division of Streets, Lands and Buildings

Shawn Starcher, Manager

Project Status:

Events: Crews have begun decorating the town for the upcoming Christmas in the Village event.

Leaf Removal: Leaf removal still remains our biggest task as of now. Two crews are scheduled throughout the week for leaf pick-up. Just a reminder that leaf season will continue thru December 5th.

Snow & Ice Removal: Crews have prepped and serviced snow plows and trucks for the upcoming winter season. We have already been tested this year and look forward to the challenge once again.

Street Sweeping: The street sweeper will continue to be scheduled to be out sweeping the streets to help with leaf droppings.

Training: All Street Employees have taken part of various LTAP training courses over the last month. Congratulations to Rhett Young and Rich Webster for receiving their Road Scholar level 1 certificate.

COUNCIL UPDATE



November 27, 2019

Development Department

Lucas Haire, Director

Development Report

- Skelton Truck Lines has proposed a new 10,744 square feet office warehouse in Canal Pointe on Rutherford Dr. to accommodate their trucking operations. This will be heard by the Planning and Zoning Commission at their meeting on December 9.
- Planning and Zoning will also hear seven variance requests filed on behalf of Friendship Kitchen for their proposed location at Trillium Drive and Gender Road.
- Scramblers is nearing completion of their new restaurant at 6402 Winchester Blvd. and should open in early December.
- Kroger is nearing completion of their \$4 million renovation of their store 6095 Gender Road. They are holding a ribbon cutting on December 6 at 8 am.
- The building department is also undergoing a rating by the ISO or Insurance Services Office. We are rated every four years and this rating impacts home owners and commercial building insurance within our jurisdiction.



COUNCIL UPDATE

November 26, 2019

Finance Department
Amanda Jackson, Finance Director

Project Status:

Bed Tax Grant – Applications were due on November 30th. Due to the timing of month end, I do not have the complete list of submitted applications but the plan is to have a recommendation for full Council at the December 16th meeting.

Transition to 2020 – As we approach the end of the fiscal year, the Finance Department has begun looking ahead to determine the last date to write purchase orders, the last check run of the year, and when purchase orders for the new year can be written. We do our best to make the transition from one year to the next a smooth one for our coworkers and look forward to another easy year end close!