

# Canal Winchester

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



## Meeting Agenda

**December 4, 2017**

**6:00 PM**

## Council Work Session

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

Call To Order

Roll Call

Also In Attendance

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

Request for Council Action

[RES-17-022](#)

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT AND FINANCING SCHEDULE THEREON IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$300,000

[ORD-17-061](#)

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SHRIMANGESHI, LLC.

**Attachments:**     [Shrimangeshi, LLC Development Agreement MOU](#)

[ORD-17-062](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF 15.588 ACRES ON ROBINETT WAY TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO OPUS DEVELOPMENT COMPANY, L.L.C., PURSUANT TO A PURCHASE AND SALE AGREEMENT, AND TO DECLARE AN EMERGENCY

**Attachments:**     [OPUS Purchase Agreement](#)

Reports

*Lucas Haire –*

*Matt Peoples –*

*Amanda Jackson –*

Items for Discussion

[17-265](#)

2018 City Council Meeting Calendar

Old/New Business

Adjournment

**RES-17-022**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT AND FINANCING SCHEDULE THERETO IN CONNECTION WITH THE ACQUISITION OF CERTAIN PROPERTY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$300,000**

WHEREAS, the City of Canal Winchester (the "Lessee") is a political subdivision of the State of Ohio (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City Council of the Lessee ("Governing Body") is authorized to purchase, lease, acquire, and to encumber, real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution and delivery of a Master Lease Agreement and Financing Schedule (collectively, the "Property Lease") with Huntington Public Capital Corporation (the "Lessor") in the aggregate principal amount not to exceed Three Hundred Thousand and no/100 Dollars (\$300,000.00) (the "Principal Amount") for the purpose of acquiring vehicles ("Property") and to be described more specifically in the Property Lease is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, the Lessor is expected to act as the lessor under the Property Lease.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Property Lease ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

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

Section 1. That any one of the Mayor, the President of Council or the Finance Director, acting alone or in conjunction with one another (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver the Property Lease in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee, so long as the principal amount set forth in the Property Lease does not exceed the Principal Amount, the term of the Property Lease does not exceed five (5) years and the interest rate associated with the Property Lease does not exceed three percent (3.0%) per annum (collectively, the "Property Lease Parameters"). Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate, so long as such terms comply with the Property Lease Parameters. All other related contracts and agreements necessary and incidental to the Property Lease are hereby authorized.

Section 2. That the terms of the Property Lease shall not exceed the Property Lease Parameters shall contain such options to purchase or prepay by the Lessee as set forth in the Property Lease.

Section 3. That the Lessee's obligations under the Property Lease shall be subject to annual appropriation or renewal by the Governing Body as set forth in the Property Lease and the Lessee's obligations under the Property Lease shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. That the Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose

of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 5. That with respect to the Property Lease, the Lessee reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year 2018 and hereby designates the Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. 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 legislation as set forth above was published for a period of not less than fifteen (15) 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 17-061**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SHRIMANGESHI, LLC.**

**WHEREAS,** the City desires to induce development of commercial property along the Diley Road corridor; and

**WHEREAS,** this Council previously adopted Ordinance 17-058 creating the Greengate TIF which includes property owned by Shrimangeshi, LLC; and

**WHEREAS,** this Council desires to enter into a development agreement with the owners of certain parcels in the Greengate TIF area that will substantially benefit the TIF area and the welfare of the community;

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:**

**Section 1:** That Council hereby authorizes and directs the Mayor to enter into a Development Agreement with Shrimangeshi, LLC, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Memorandum of Understanding attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 2:** This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

**Section 3:** That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; 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

## PUBLIC INFRASTRUCTURE MEMORANDUM OF UNDERSTANDING (MOU)

The City of Canal Winchester (hereinafter “City”) and Shrimangeshi, LLC (hereinafter “Shrimangeshi”), enter into this memorandum of understanding with regard to establishment of a Tax Increment Financing district and future construction of a roadway (hereinafter “Greengate Blvd.”) and utilities across a 35.55 acre parcel (PID: 042-0388810) owned by Shrimangeshi (the “MOU”):

- The City and Shrimangeshi mutually desire to have a public roadway constructed across Shrimangeshi’s parcel in a location substantially similar to that shown on plans attached and made part hereof as Exhibit A.
- Shrimangeshi will immediately grant a waterline easement to the City for construction of a waterline with an alignment fully described in Exhibit B.
- The city will construct or will cause to be constructed a public waterline within the waterline easement consistent with the waterline alignment set forth in the City’s engineering plans for Greengate Drive and attached as Exhibit A.
- Water service for Shrimangeshi will be provided by the new waterline in the waterline easement, which water service shall be available to Shrimangeshi upon completion of the waterline. The only applicable costs to Shrimangeshi for accessing the water line will be the standard water capacity fees at the time of connection.
- Upon request of the City at or before the commencement of construction of Greengate Blvd., Shrimangeshi will promptly grant any necessary right of way for the construction of a public road to be known as Greengate Blvd. as generally depicted in the plans attached as Exhibit A at no cost to the City.
- Shrimangeshi will cooperate with the City in creating a commercial TIF with regard to its 35.55 acre parcel and surrounding parcels (as such area is more fully described in Exhibit C, the “**Greengate TIF**”). The funds generated by the Greengate TIF (the “**Greengate TIF Funds**”) will be utilized to reimburse the City for the cost of extending Greengate Drive from Diley Road to the eastern boundary of Shrimangeshi’s parcel and for other projects which will benefit the Greengate TIF area (including but not limited to the extension of utilities into the Greengate TIF area). Shrimangeshi’s cooperation does not include any fiscal responsibility for the creation of the Greengate TIF. Furthermore, it is understood that the Greengate TIF will not impose any supplemental or minimum service payment obligations on real property within the Greengate TIF.
- The City will construct or will cause to be constructed at its cost Greengate Blvd. according to the plans attached hereto as Exhibit A. The obligation of the City to construct the portion of Greengate Blvd. on the Shrimangeshi parcel will be triggered by approval of a final development plan for facilities with at least \$5,000,000 in construction value on the Shrimangeshi parcel and delivery of steel to the site; provided, however, that commencement of construction of this portion of Greengate Blvd. will in no event be commenced later than January 1, 2025.
- The City agrees that the funds in the Greengate TIF will be used for no other purpose prior to fully completing the improvements depicted on Exhibit A attached hereto.
- Notwithstanding the foregoing or Exhibit A, the parties agree that the stormwater remediation plan set forth in Exhibit A is not final. The parties agree to cooperate in good faith to arrive at a mutually acceptable stormwater remediation plan which will, for all purposes of this MOU, be deemed to become a part of Exhibit A once it has been prepared and agreed upon. It is

understood that any stormwater remediation facilities will be part of the cost of the Greengate Blvd. construction and not an obligation of Shrimangeshi.

CITY OF CANAL WINCHESTER

SHRIMANGESHI, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

DRAFT

**ORDINANCE NO. 17-062**

**AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF 15.588 ACRES ON ROBINETT WAY TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO OPUS DEVELOPMENT COMPANY, L.L.C., PURSUANT TO A PURCHASE AND SALE AGREEMENT, AND TO DECLARE AN EMERGENCY**

**WHEREAS**, Opus Development Company, L.L.C. desires to acquire 15.588 acres of land owned by the City of Canal Winchester for construction of new facilities; and

**WHEREAS**, the City hereby finds and determines that the 15.588 acres of land on Robinett Way is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, provide additional opportunities for their gainful employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

**WHEREAS**, such transfer is authorized and permitted by the Charter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code; and

**WHEREAS**, this conveyance is hereby authorized without advertisement and receipt of bids;

**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 enter into a Real Estate Purchase Contract, in a form substantially similar to the contract attached hereto as Exhibit A and incorporated by reference, and to by suitable deed of conveyance to convey to the Canal Winchester Industry and Commerce Corporation the 15.588 acres of land, so as to provide for the performance of the Real Estate Purchase and Sale Agreement.

**Section 2.** That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement and the need to immediately begin preparations for the transfer of the land 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.

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FINANCE DIRECTOR/CLERK OF COUNCIL

OHFD Draft – November 29, 2017

### Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is made and entered into as of this \_\_\_\_ day of December, 2017 (“**Effective Date**”), by and among Opus Development Company, L.L.C., a Delaware limited liability company, or its assignee or nominee (“**Purchaser**”), Canal Winchester Industry and Commerce Corporation, an Ohio community improvement corporation (“**Seller**”), and City of Canal Winchester, Ohio, an Ohio municipal corporation (“**City**”).

#### Recitals

A. City is currently the owner (subject to its conveyance to Seller, which will then become the owner) in fee simple of approximately 15.588 gross acres of vacant real estate (“**Land**”), located on Robinett Way, Canal Winchester, Ohio. The Land is legally described on Exhibit A attached hereto and made a part hereof, and is generally depicted on the copy of the survey set forth on Exhibit B attached hereto and made a part hereof. Upon the completion of the subdivision described in Section 10(a) hereof, the final legal description of the Land resulting from such subdivision will be substituted in Exhibit A for the initial legal description set forth therein.

B. City, through Seller, its agent for economic development purposes, desires to sell all of the Land, together with all easements and appurtenances and all estates and rights of City or Seller, in, to and with respect to the Land (and each portion thereof) and any and all improvements thereon (collectively, “**Property**”), to Purchaser, and Purchaser desires to purchase the Property from Seller, upon and subject to all of the terms and conditions of this Agreement.

#### Agreements

Now, therefore, for and in consideration of the foregoing Recitals, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser, Seller and City agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Agreement, as if fully set forth herein.

2. Agreement to Sell and Purchase Property; Purchase Price and Payment of Purchase Price; Earnest Money.

(a) Agreement to Sell and Purchase Property. On or before the Closing Date (as such term is defined in Section 4 hereof), City will convey the Property to Seller in a manner that will allow Seller to fulfill timely all of its obligations under this Agreement (including, without limitation, the obligation to sell and convey the Property to Purchaser in accordance with this Agreement). Seller will sell the Property to Purchaser, and Purchaser will purchase the Property from Seller, at the price and on and subject to the terms, provisions and conditions herein set forth.

(b) Purchase Price and Payment of Purchase Price. Subject to prorations and adjustments, Purchaser will pay to Seller a purchase price for the Property (“**Purchase Price**”) equal to \$50,000.00 per Net Acre (as such term is defined below in this Section 2(b)) of the Land, as determined by the Survey (as such term is defined in Section 5(c) hereof). The term “**Net Acre**” means each acre, less the area of any rights-of-way existing on the Land as of the Effective Date and on the Closing Date, which the public has a right to use (other than driveways or other access ways that only provide access into, rather than through, the Land, and also other than any roads or other access ways to be constructed by Purchaser), less the area of any wetlands. The Purchase Price will be payable, by wire transfer or otherwise in immediately available funds, as follows:

(i) Within five business days after the Effective Date, Purchaser will deposit \$30,000.00 as earnest money (“**Earnest Money**”) into an escrow at the downtown Minneapolis,

Minnesota office of First American Title Insurance Company (“**Title Company**”), as escrow agent, in accordance with Sections 2(c) and 8(a) hereof.

- (ii) At the Closing (as such term is defined in Section 4 hereof), (A) the Earnest Money will be paid to Seller; (B) all interest earned on the Earnest Money, if any, will be credited against the Purchase Price for the benefit of Purchaser; and (C) Purchaser will pay to Seller the balance of the Purchase Price (*i.e.*, the Purchase Price, less the Earnest Money and all interest thereon), plus or minus adjustments and prorations hereunder.

(c) Earnest Money. The Earnest Money will be deposited in escrow with the Title Company in accordance with the provisions of Section 8(a) hereof. At Purchaser’s option, Seller and Purchaser will direct the Title Company to invest such funds in an interest bearing account. All interest earned on the Earnest Money will be credited or paid to Purchaser at the same time as the Earnest Money itself is credited or paid to or for the benefit of Purchaser hereunder.

### 3. Inspections; Due Diligence; Purchaser Termination Rights.

(a) Delivery of Due Diligence Materials. Within five business days after the Effective Date, Seller will deliver to Purchaser copies of any and all documents, reports, studies, tests, engineering drawings, title commitments, title policies, surveys and other pertinent materials that Seller or City has in its possession or control that relate to the Property, including, without limitation, all materials pertaining to Governmental Approvals (as such term is defined in Section 3(b) hereof), if any, that Seller or City has heretofore obtained (collectively, “**Due Diligence Materials**”). In addition, Seller will promptly deliver to Purchaser all Due Diligence Materials, if any, that come into the possession or control of Seller or City hereafter.

(b) Intended Uses. Purchaser contemplates acquiring the Property for the purpose of developing it for commercial and related uses (collectively, “**Intended Uses**”). Through the Closing Date, and subject to this Section 3, Seller and City hereby grant to Purchaser, and its consultants, contractors, agents, employees and representatives, access to all of the Property for the purpose of, and will cooperate fully in all reasonable respects in connection with, Purchaser’s conducting (either itself or through its consultants, contractors, agents, employees and representatives) such tests, inspections and investigations with respect to the Property as Purchaser deems appropriate in its sole and absolute discretion (collectively, “**Investigations**”). Among other things, the Investigations may include, without limitation, (i) “Phase I,” “Phase II” or other environmental studies to determine the extent to which any Hazardous Materials (as such term is defined in Section 6(k) hereof) are located on any portion of the Property, (ii) soil, boring, percolation and other similar tests, (iii) topographic, engineering, storm water, traffic, parking and other feasibility and physical studies, (iv) investigating and obtaining all approvals in order to satisfy and comply with all requirements for all zoning and other entitlements, all governmental approvals and permits, including without limitation, all wetlands-related approvals and all other approvals from the U.S. Army Corps of Engineers and from other federal, state and local authorities and agencies, all zoning, and other land use approvals, all tax abatement and other incentive benefits, and other similar items in connection with the development of the Property for the Intended Uses, in all cases as Purchaser deems to be necessary, appropriate or advisable in its sole and absolute discretion (collectively, “**Governmental Approvals**”), (v) testing and investigations to determine that no alteration of any flood plain, floodway, stream or wetlands area will be required in connection with the Intended Uses, (vi) finalizing arrangements for economic incentives such as real estate tax abatements, and (vii) finalizing arrangements for financing; provided, however, that Purchaser will not be obligated to conduct any particular Investigations (or any Investigations at all). Purchaser will indemnify and hold harmless Seller and City from and against any damages or claims for injuries to any persons or to the Property that arise as a direct result of the Investigations, except to the extent such damages or claims are due to Seller’s or City’s gross negligence or intentional misconduct. In the event that Purchaser does not purchase the Property, Purchaser will promptly repair any material physical damage to the Land resulting from the conduct of the Investigations and restore the Land as much as practicable to the condition that existed prior to any such damage. Purchaser’s repair, indemnification and hold harmless obligations under this Section 3(b) will survive the expiration or termination of this Agreement or the Closing for a period of 12 months.

(c) Due Diligence Date. The “**Initial Due Diligence Date**” will be the date that is 180 days after the Effective Date; provided, however, that Purchaser, in its sole and absolute discretion, may extend such date for up to two consecutive periods of 30 days each (each such extended date is herein called an “**Extended Due Diligence**”).

**Date**”) by delivering written notice thereof to Seller on or before the Initial Due Diligence Date or the then-applicable Extended Due Diligence Date, as the case may be. The later of the Initial Due Diligence Date and the latest applicable Extended Due Diligence Date is herein called the **“Due Diligence Date.”** If the Due Diligence Date does not fall on a business day, then such Due Diligence Date will be the next business day thereafter. The time period from and after the Effective Date through the Due Diligence Date is herein called the **“Due Diligence Period.”**

(d) Purchaser Termination Rights. Anything in this Agreement to the contrary notwithstanding, Purchaser may, in its sole and absolute discretion, and for any reason or reasons or for no reason whatsoever, terminate this Agreement by delivering written notice of such termination to Seller at any time on or before the Due Diligence Date, or at any time thereafter because Purchaser has not obtained all of the Governmental Approvals. In the event of any such termination, all of the Earnest Money will be refunded to Purchaser, unless such termination (i) occurs after the expiration of the Initial Due Diligence Period, and (ii) Purchaser has then obtained all Governmental Approvals. Subject to Sections 3(e) and 12(b) hereof, if such termination occurs after the expiration of the Initial Due Diligence Period and on or before the last Extended Due Diligence Date, and Purchaser has then obtained all Governmental Approvals, then the Earnest Money will be refunded to Purchaser or paid to Seller in accordance with the following table:

| Timing of Termination during Due Diligence Period                                    | Amount of Earnest Money to be Refunded to Purchaser                         | Amount of Earnest Money to be Paid to Seller |
|--|---|--|
| First Day After Initial Due Diligence Date through First Extended Due Diligence Date | All Earnest Money, plus any interest earned thereon, less payment to Seller | \$2,500.00                                   |
| First Day After First Due Diligence Date through Second Extended Due Diligence Date  | All Earnest Money, plus any interest earned thereon, less payment to Seller | \$5,000.00                                   |
|  |   |  |

The escrow agreement with the Title Company will specifically provide that the foregoing payment (and the payment made pursuant to Section 3(e) hereof) of the Earnest Money will be immediately made to Purchaser or Seller, as applicable, in the event of Purchaser’s termination hereunder, without requiring the consent or joint direction of Seller. If Purchaser does not terminate this Agreement during the Due Diligence Period, then Purchaser shall be deemed to have waived its right to terminate this Agreement under this Section 3(d), and the Earnest Money shall be non-refundable to Purchaser (except as otherwise expressly provided in this Agreement, including, without limitation, Section 12(b) hereof) but applicable to the Purchase Price at Closing.

(e) Third Party’s Right of First Refusal. Seller and City have heretofore informed Purchaser that a third party (**“ROFR Holder”**), which is not affiliated with Seller or City, and which owns a parcel of real estate that adjoins the Land, holds a right of first refusal to purchase the Property (**“ROFR”**). Within two business days after the Effective Date, Seller or City will deliver proper written notice to the ROFR Holder of the existence of this Agreement and will take all other necessary steps in order for the commencement of the time period within which the ROFR Holder must exercise or affirmatively waive the ROFR (failing which exercise or affirmative waiver, the ROFR will automatically be deemed to have been waived and released, and the ROFR Holder will have no further right, title, interest or claim in or to the Property or any portion thereof). Seller will notify Purchaser, in writing, within three business days after the earlier of (i) the ROFR Holder’s exercise or affirmative waiver of the ROFR, or (ii) the automatic release and waiver of the ROFR. Purchaser may terminate this Agreement at any time after its receipt of Seller’s written notice that the ROFR Holder has exercised the ROFR, or at any time before its receipt of Seller’s written notice of the ROFR Holder’s affirmative waiver of the ROFR or of the automatic release and waiver of the ROFR. In the event of any such termination by Purchaser (even if after the expiration of the Initial Due Diligence Period), and anything in this Agreement to the contrary notwithstanding (including, without limitation, anything in Section 3(d) hereof), all of the Earnest Money will be refunded to Purchaser.

(f) Access Easement. Prior to the Due Diligence Date, Purchaser, City and Seller, each acting reasonably and in good faith, will attempt to agree to the terms of an access easement agreement (**“Access**

**Easement Agreement**”) providing City with an access easement across that portion of the Land that is not more than 20 feet in width and is immediately contiguous to the eastern boundary line of the Land (or such other location as may be acceptable to the parties), for purposes of commercially reasonable ingress and egress to and from the portion of the Parent Parcel (as such term is defined in Section 10(a) hereof) that is immediately to the south of the Land and that remains after the subdivision or lot split of the Land from the Parent Parcel as described in Section 10(a) hereof (“**Southern Parcel**”). Purchaser, City and Seller hereby acknowledge and agree that the Southern Parcel will not be developed, but will instead remain as open land (including, without limitation, possible wetlands). If Purchaser, City and Seller have not reached agreement on the terms of the Access Easement Agreement in accordance with this Section 3(f), then any one or more of them may terminate this Agreement by delivering written notice thereof on or before the Due Diligence Date either to Purchaser (in the case of a termination by City or Seller), or to City and Seller (in the case of a termination by Purchaser), as the case may be, in which event all Earnest Money, plus any interest earned thereon, will be refunded to Purchaser (anything in Section 4(d) hereof to the contrary notwithstanding), and the parties will have no further rights or obligations under this Agreement except as expressly provided herein.

4. Closing; Closing Date. Except as expressly set forth in this Agreement, the consummation of the purchase and sale (“**Closing**”) of the Property will occur on the date (“**Closing Date**”) that is 30 days after the Due Diligence Date.

5. Title Insurance; Title Endorsements; Survey.

(a) Title Insurance. Purchaser will order, at Seller’s sole cost and expense, a title insurance commitment (“**Title Commitment**”) for a 2006 ALTA owners title insurance policy (“**Title Policy**”) for the Property, which Title Commitment may be an update of any commitment or policy delivered by Seller as part of the Due Diligence Materials, issued by the Title Company, showing fee simple absolute title in Seller, together with legible copies of all documents referenced in the Title Commitment. The Title Commitment will contain the commitment of the Title Company to delete the general exceptions that can be deleted by delivery of the Survey, a standard owner’s affidavit at Closing, or such other documents required by the Title Company as may be reasonably acceptable to Seller and City (but at no additional cost to Seller or City), and to insure as separate parcels any easements included as part of the Property. The Title Commitment may initially be in a nominal amount, which will be increased upon the issuance of the Title Policy to an amount equal to the Purchase Price. At the Closing, Seller will pay all title premiums for the base Title Policy, for an extended coverage endorsement, and for the title endorsements described in Sections 5(b)(i) through 5(b)(v) hereof, and will also pay all title premiums required in connection with Seller’s Mandatory Cure Obligation (as such term is defined in Section 5(d) hereof); provided, however, that Purchaser will pay all title premiums for the title endorsements described in Sections 5(b)(vi) and 5(b)(vii) hereof, and for its lender’s policy of title insurance.

(b) Additional Title Endorsements. Prior to the Closing Date, the Title Commitment will be amended to include the following endorsements (which will also be included in the Title Policy):

- (i) a location endorsement 5 (*i.e.*, “a survey endorsement” insuring that the legal descriptions in the applicable Title Commitment and the Survey (as such term is defined in Section 5(c) hereof) describe and cover the same real property);
- (ii) an ALTA Form 3.0 zoning endorsement (or, if Purchaser has delivered appropriate plans and specifications to the Title Company, an ALTA Form 3.2 zoning endorsement based on such plans and specifications);
- (iii) a restrictions or comprehensive endorsement insuring against any loss or diminution of title to or interest in the Property by reason of a violation of a covenant, condition or restriction of record affecting the Property;
- (iv) an “access” or “contiguity” endorsement insuring access from the Property to such roads, streets or thoroughfares as Purchaser may designate;
- (v) a tax parcel endorsement;

- (vi) such other endorsements as Purchaser may require; and
- (vii) the agreement of the Title Company to increase the amount of insurance, at a premium not greater than the Title Company's standard rates therefor, to reflect the value of improvements placed on the Land by Purchaser after the Closing Date.

(c) Survey. As part of its delivery of all Due Diligence Materials under Section 3(a) hereof, Seller will deliver to Purchaser a copy of the most recent (if any) existing survey of the Land that is in Seller's possession or reasonable control. Purchaser will order, with Seller's full cooperation and at Seller's sole cost and expense, a current plat of survey ("**Survey**") of the Land, prepared by a registered land surveyor duly licensed in the State of Ohio, selected by Purchaser, and certified to Purchaser, the Title Company and Purchaser's lender, if any, as having been prepared in compliance with the Minimum Standard Detail Requirements for Class A Land Title Surveys established by ALTA/ACSM (NSPS) in 2016, sufficient for the deletion of all survey-related general exceptions under the Title Commitment, and including, without limitation, Table A Item Nos. 1, 2, 3, 4, 6(a) (based on information to be provided by Purchaser), 6(b) (based on information to be provided by Purchaser), 7(a), 7(b)(i), 7(c), 8, 9, 11, 13, 16, 17, 18 and 20, and any such other Table A Items as Purchaser determines, in its sole and absolute discretion. Among other things, the Survey will set forth the Net Acres contained on the Land. In the event Purchaser terminates this Agreement, (i) Purchaser will use commercially reasonable efforts, at Seller's sole cost and expense, to cause the surveyor who prepared the Survey to certify the Survey to Seller and City, and to provide a copy of the Survey to Seller and City, and (ii) the Survey will be the property of Seller and City to own and use in their discretion after such termination.

(d) Unpermitted Encumbrances. If the Title Commitment shows, or the Survey discloses, any matters that are objectionable to Purchaser, in its sole and absolute discretion, then Purchaser will notify Seller thereof, in writing, on or before the date that is 30 days before the Due Diligence Date, specifying the matters to which Purchaser objects (collectively, "**Objectionable Matters**"). In such event, prior to the Due Diligence Date, Purchaser must have received adequate assurances (in Purchaser's sole and absolute discretion) that the Objectionable Matters will be removed, or insured over or otherwise addressed (in each case, in Purchaser's sole and absolute discretion), on or before the Closing. Any Objectionable Matters that have been removed on or before the Due Diligence Date, or that have been insured over or otherwise addressed in each case to Purchaser's sole satisfaction (or that Purchaser has been assured will be removed, or so insured over or otherwise addressed, on or before the Closing) will be "**Unpermitted Encumbrances**". Any matters that are shown on the Title Commitment or disclosed on the Survey, and in each case to which Purchaser does not object or that are insured over or otherwise addressed as provided above in this Section 5(d), will be "**Permitted Encumbrances.**" Anything in this Section 5(d) or elsewhere in this Agreement to the contrary notwithstanding, (i) all mortgages, deeds of trust, deeds to secure debt, assignments of leases and rents, security agreements, financing statements, other financing-related and construction-related liens, and tax liens (other than the lien of real property taxes not yet due and payable), will conclusively be deemed to be Unpermitted Encumbrances and will be removed by Seller, at its sole cost and expense, at or before the Closing (such obligation of Seller to remove such items is herein called "**Seller's Mandatory Cure Obligation**"); and (ii) the ROFR Right will conclusively be deemed to be an Unpermitted Encumbrance.

6. Representations and Warranties of Seller and City. Seller and City, jointly and severally, hereby represent and warrant to Purchaser that all of the following are true and correct on and as of the Effective Date, will continue to be true and correct as of the Closing Date, and will survive the Closing and the delivery of the Deed (as such term is defined in Section 9(a)(i) hereof) for a period of 12 months:

- (a) All requisite action (as required under its organizational governance documents, or by applicable law) has been taken by each of Seller and City in connection with its entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any creditors, partners, managers, members, directors, officers or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Seller's or City's obligations hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Seller or City has the legal

power, right and actual authority to bind Seller or City, as the case may be, to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed on behalf of Seller or City are and will be valid, legally binding obligations of and enforceable against each of Seller and City, as applicable, in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

- (b) Neither Seller nor City has received and, to the best knowledge and belief of each of Seller and City, no predecessor of either Seller or City has received notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property or any portion thereof. To the best knowledge and belief of each of Seller and City, no governmental authority contemplates issuing such a notice or that any such violation exists.
- (c) There are no condemnation or eminent domain proceedings and no negotiations for purchase in lieu of condemnation which pertain to the Property or any portion thereof, which are pending, threatened or contemplated.
- (d) Other than as set forth in Section 3(e) hereof, (i) other than the conveyance of the Property by City to Seller as provided in Section 2(a) hereof, neither Seller nor City is a party to any agreement, contract or commitment to sell, convey, let, assign, transfer, provide rights of first refusal or other similar rights with respect to, or otherwise dispose of, the Property or any portion thereof, or any interest therein or occupancy right thereto, other than this Agreement; and (ii) except for this Agreement and the Permitted Encumbrances, neither Seller nor City nor any person or entity claiming by, through or under Seller or City has done, suffered or permitted anything whereby any lien, claim or right of another has been created against the Property or any portion thereof, or any interest therein.
- (e) To the best knowledge and belief of each of Seller and City, there are no so-called recapture or similar agreements affecting or pertaining to the Property or any portion thereof.
- (f) There is no action, proceeding or investigation pending or, to the best knowledge and belief of each of Seller and City, threatened against Seller or City, or with respect to the Property or any portion thereof, before any court or governmental department, commission, board, agency or instrumentality. To the best knowledge and belief of each of Seller and City, there is no basis for any such action, proceeding or investigation.
- (g) Neither Seller nor City has received from any governmental authority any notice of environmental or health code violations with respect to the Property or any portion thereof.
- (h) Neither Seller nor City has received notice of any, and to the best knowledge and belief of each of Seller and City, there are no, contemplated special assessments, tax appeals or tax classification changes relating to any of the Property or any portion thereof.
- (i) Except as provided in Section 17(f) hereof, no leasing, sales or other broker's fees or commissions of any nature whatsoever will be or become due or owing to any person, firm, corporation or entity after the Closing Date.
- (j) The Due Diligence Materials that Seller delivers to Purchaser are all of the Due Diligence Materials to be delivered to Purchaser hereunder, and are true, correct and complete in all material respects.

- (k) Other than as set forth in any environmental site assessments included among the Due Diligence Materials that City or Seller delivers to Purchaser within five business days after the Effective Date, neither Seller nor City has received written notice of any Hazardous Materials located at, on or under the Property or any portion thereof. The term **“Hazardous Materials”** will mean any hazardous substances or hazardous materials, including, without limitation, all substances, the presence of which could subject an owner or occupant to civil or criminal penalties or damages, or responsibility for clean-up of such substances, including, without limitation, any material or substance which is:
- (i) a “hazardous waste,” a “toxic waste,” a “hazardous substance,” a “toxic substance,” an “extremely hazardous waste,” a “restricted hazardous waste,” a “chemical substance,” or a “hazardous chemical,” as such terms are defined under any environmental laws, ordinances or regulations governing or controlling the Property or any portion thereof;
  - (ii) petroleum or petroleum waste, including, without limitation, crude oil or any petroleum derived substance or constituent of any such petroleum substance or waste;
  - (iii) asbestos or asbestos containing materials;
  - (iv) polychlorinated biphenyl;
  - (v) radioactive material; or
  - (vi) pesticides.

Further, except as expressly set forth in the Due Diligence Materials that Seller and City deliver to Purchaser pursuant to this Agreement, neither Seller nor City has stored, transported, discharged or released any Hazardous Materials, or has permitted the storage, transport, discharge or release of Hazardous Materials, on the Property or any portion thereof.

- (l) There are no (i) orders from or agreements with any governmental authority or private party or any judicial or administrative proceedings or investigations, whether pending or, to the best knowledge and belief of each of Seller and City, threatened, respecting any environmental, health or safety requirements under federal, state or local laws or regulations relating to the Property or any portion thereof, or (ii) pending, asserted or, to the best knowledge and belief of each of Seller and City, threatened claims or matters involving material liabilities, obligations or costs arising from the existence, release or threatened release of any Hazardous Materials at, on, under or within 100 feet of any of the Property.
- (m) Neither Seller nor City nor anyone claiming by, through or under Seller or City has committed or permitted any waste or nuisance upon the Property or any portion thereof.

The accuracy of the foregoing representations and warranties will be a condition to Purchaser’s obligations under this Agreement. If any of the foregoing representations or warranties is untrue, and is not cured (at no cost to Purchaser) prior to the scheduled Closing, then Seller and City will be allowed two business days after the date of the scheduled Closing in order to cause such representations and warranties to be true, and will use their respective best efforts to do so (and Seller and City will notify Purchaser promptly if Seller or City determines that it will not be able to do so). If Seller or City fails to cause such representations and warranties to conform to the requirements of this Agreement in all material respects within such two-business day period, then Purchaser may elect, in its sole and absolute discretion, (x) to purchase the Property as it then is, with the right to cause such non-conforming representations and warranties to be true and to deduct from the Purchase Price amounts (if any) that City and

Purchaser mutually and reasonably determine are equal to the costs and expenses incurred as a result thereof and that are of a definite or ascertainable amount; or (y) to terminate this Agreement and receive a refund of all Earnest Money, plus any interest earned thereon (anything in Section 4(d) hereof to the contrary notwithstanding), in which event the parties will have no further rights or obligations under this Agreement except as expressly provided herein; or (z) to extend the time for up to an additional 30 days for Seller and City to cause such representations and warranties to conform to the requirements in this Agreement, and the Closing Date will automatically be extended by the number of days equal to such extended period without payment of any additional Earnest Money (and if Purchaser elects to allow the extension of such time, Purchaser will have the same rights concerning such matters at the end of such extended period as Purchaser had at the end of the original period, other than the further extension of the Closing Date). Further, if the matter that gives rise to the failure of the representations or warranties to conform to the requirements of this Agreement was caused or permitted by Seller or City, then Purchaser's rights set forth in the immediately preceding sentence will be in addition to, and not in lieu of, any other rights and remedies available to Purchaser against Seller (but not against City) hereunder.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller and City that all of the following are true and correct on and as of the Effective Date, will continue to be true and correct as of the Closing Date, and will survive the Closing and the delivery of the Deed for a period of 12 months:

- (a) All requisite action (as required under its organizational governance documents, or by applicable law) has been taken by Purchaser in connection with entering into this Agreement and the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any creditors, partners, managers, members, directors, officers or shareholders, judicial or administrative bodies, governmental or quasi-governmental authorities, or other parties is required for the performance of Purchaser's obligations hereunder. Each individual executing this Agreement and the instruments referenced herein on behalf of Purchaser has the legal power, right and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement and all documents required hereby to be executed on behalf of Purchaser are and will be valid, legally binding obligations of and enforceable against Purchaser in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
- (b) To the best of Purchaser's knowledge and belief, there is no action, proceeding or investigation pending or threatened against Purchaser before any court or governmental department, commission, board, agency or instrumentality that would materially affect Purchaser's ability to perform under this Agreement. Purchaser has no knowledge of any basis for any such action, proceeding or investigation.

8. Escrow; Gap Closing.

(a) Earnest Money Deposit. Purchaser will deposit the Earnest Money hereunder with the Title Company as escrowee, using commercially reasonable joint order escrow instructions; provided, however, that such instructions will specifically provide that the Earnest Money will be paid to Purchaser or Seller, as applicable, in accordance with Section 3(d) hereof, upon the unilateral direction of Purchaser at any time on or before the Due Diligence Date, without requiring the consent or joint direction of Seller. The Earnest Money will be held by the Title Company in escrow in an interest bearing account (if Purchaser so requests) and will be disposed of only in accordance with the provisions of the aforesaid escrow instructions.

(b) Gap Closing. The Closing hereunder will be a "gap" closing with the Title Company as escrowee, in accordance with the general provisions of the usual form of "gap" escrow agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement and subject to the terms of a separate money lender's escrow, if any ("**Closing Escrow**"). Seller and Purchaser hereby authorize their respective attorneys to sign the Closing Escrow agreement on behalf of their respective clients. The Purchase Price will be deposited in the Closing Escrow, and the payment thereof and the delivery of the Deed will be made through the Closing Escrow. The Closing will be concluded by use of "gap

undertakings” furnished by the Title Company and executed by Seller, so that (i) the Title Company is prepared, at the Closing, to issue the Title Policy, insuring Purchaser’s fee simple absolute title to the Property in the amount of the Purchase Price and subject only to the Permitted Encumbrances, and (ii) the Purchase Price, plus or minus prorations or adjustments, may be disbursed prior to recording and a later date title search. The cost of the Closing Escrow will be divided equally between Seller and Purchaser.

9. Closing. Provided that all conditions of closing hereunder have been satisfied, the Closing will occur at the offices of the Title Company on the Closing Date (although neither Seller nor Purchaser nor their respective attorneys will be required to attend in person). On the Closing Date (or earlier, if so required by the Closing Escrow agreement), Seller and Purchaser will deliver the following:

(a) Seller’s Deliveries. Seller will execute and deliver the following to the Title Company for delivery to Purchaser on the Closing Date:

- (i) Seller’s limited warranty deed (“**Deed**”) in a commercially reasonable and recordable form sufficient to convey to Purchaser fee simple absolute title to the Property, subject only to the Permitted Encumbrances;
- (ii) Appropriate transfer tax or other similar declarations, executed by Seller or Seller’s agent in the form required pursuant to applicable law, and Seller will pay the amount of any transfer, deed, stamp or similar tax imposed by any governmental body;
- (iii) A closing statement signed by Seller or Seller’s agent;
- (iv) If required by the Title Company, an owner’s affidavit duly executed and acknowledged by Seller in form and content required by the Title Company and reasonably acceptable to Seller;
- (v) A “FIRPTA” affidavit conforming to the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto, and if Seller fails to furnish such FIRPTA affidavit, Purchaser may withhold from the Purchase Price an amount sufficient to comply with the provisions of such Section;
- (vi) Such documentation as the Title Company may require in order to release in full the ROFR Right, and any and all right, title, interest or claim that the ROFR Holder may have in or to the Property or any portion thereof; and
- (vii) Such other documents as may be necessary or proper to comply with this Agreement or required (by the Title Company or otherwise) to carry out its terms.

(b) Purchaser’s Deliveries. Purchaser will execute and deliver the following to the Title Company for delivery to Seller on the Closing Date:

- (i) The balance of the Purchase Price (*i.e.*, after taking into account a credit for the Earnest Money), plus or minus prorations, by wire transfer or otherwise in immediately available funds;
- (ii) Appropriate transfer tax or other similar declarations, executed by Purchaser or Purchaser’s agent in the form required pursuant to applicable law;
- (iii) A closing statement signed by Purchaser or Purchaser’s agent; and

- (iv) Such other documents as may be necessary or proper to comply with this Agreement or required to carry out its terms.

10. Subdivision; Prorations; General Real Estate Taxes.

(a) Subdivision. Seller, at its sole cost and expense, will take such action as may be necessary to effect, simultaneously with the Closing, a subdivision or lot split of the Land from the larger parcel of the which the Land is a part as of the Effective Date (such larger parcel is herein called the “**Parent Parcel**”), so that the Land can be conveyed to Purchaser as a separate legal parcel, and will be taxed as a separate parcel from and after the Closing. In the event that the aforesaid subdivision or lot split has not been approved by all necessary governmental approvals by the 15<sup>th</sup> day prior to the Closing Date, then (i) Purchaser will have the right to effect such subdivision or lot split; (ii) Seller will cooperate with Purchaser in connection therewith (including, without limitation, executing and delivering all reasonable documentation) and will reimburse Purchaser for all reasonable costs and expenses thereof within 30 days after Purchaser’s invoice therefor; and (iii) the Closing shall be delayed until such subdivision or lot split is complete.

(b) Prorations. At the Closing, general real estate taxes for the Land will be prorated as of the Closing Date, on the basis of 100% of the then most recent ascertainable tax bill in accordance with local custom. In the event that all or any portion of the Land is taxed as part of a larger parcel in the then most recent ascertainable tax bill, the general real estate taxes apportioned to the Land will be the same proportion as the proportion of the square footage of the Land to the square footage of such larger tax parcel. The proration of general real estate taxes under this Section 10(b) shall be final. Seller or City shall pay at Closing any CAUV or other agricultural use tax recoupment assessments levied by the County Auditor’s Office.

(c) Pending Tax Contests. From and after the Effective Date, Seller will not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Property or any portion thereof, without the prior written consent of Purchaser, which consent will not be unreasonably withheld, conditioned or delayed. Real estate tax assessment reductions, tax refunds and credits received after the Closing Date, which are attributable to the tax year during which the Closing Date occurs, will be prorated between Seller and Purchaser, which obligation will survive the Closing and the delivery of the Deed.

11. Development Matters.

(a) Cooperation. From and after the Effective Date and through the Closing, Seller and City will, at the reasonable request of Purchaser and without material out-of-pocket cost to Seller or City, participate and cooperate with Purchaser (including, without limitation, joining in the execution of applications) in connection with:

- (i) applications, agreements and approvals relating to zoning, site plan, subdivision, utility and other development matters, including, without limitation, all licenses, permits, easements, rights-of-way, and proofs of dedication necessary to permit the development of the Property in accordance with the Intended Uses;
- (ii) any requirements of Seller, City or Purchaser or any state or federal government, or any agency thereof, or any public utility, relating to the development of the Property or any portion thereof in accordance with the Intended Uses; and
- (iii) the re-platting of the Land as a separate and distinct parcel.

(b) No Agreements. From and after the Effective Date and through the Closing, neither Seller nor City will make any agreements with, or grant rights to any other party, governmental or private, which will prevent or limit the right of Purchaser, or its lessees, invitees, successors or assigns, to use the Property or to obtain any such consents or approvals for or in connection with the Intended Uses.

(c) Purchaser’s Exclusive Right to Market. From and after the Effective Date and through the Closing Date, Purchaser will have the exclusive right to market the Property for sale or lease. Such exclusive marketing rights include, without limitation, the right to place marketing signage on the Land, to market the

Property to the community at-large through customary commercial real estate channels, and to enter the Property with prospective users and their respective consultants and representatives. Purchaser may, in its sole and absolute discretion, elect to exercise, or not to exercise, the exclusive right to market the Property under this Section 11(c), and any election by Purchaser not so to market the Property will not permit Seller, City or any other party to market the Property or any portion thereof or interest therein, for any purpose whatsoever.

12. Conditions of Closing.

(a) Purchaser's Closing Conditions. The obligation of Purchaser to consummate the transaction hereunder is expressly subject to and contingent upon the occurrence of each and every one of the following:

- (i) Purchaser or the Title Company, as applicable, will have received the items set forth in Section 9(a) hereof.
- (ii) The Title Company will be prepared to issue the Title Policy, dated as of the Closing Date and showing fee simple title in Purchaser, subject only to the Permitted Encumbrances, and otherwise in accordance with the provisions of and containing the extended coverage and the endorsements specified in Sections 5(a) and 5(b) hereof.
- (iii) All representations and warranties of Seller and City will be true and correct as of the Closing Date.
- (iv) There will not have been any material adverse change in the physical condition or characteristics of, the condition of title of, or otherwise with respect to the Property, including, without limitation, the presence of any Hazardous Materials at, on or under the Property or any portion thereof, or any material adverse change in the ability to use or develop the Property for the Intended Uses.
- (v) Seller and City will have complied with all terms, provisions and conditions of this Agreement.
- (vi) Purchaser will have obtained all Governmental Approvals.
- (vii) The ROFR Right will have been waived or released in accordance with the terms of Section 3(e).

(b) Purchaser's Right to Terminate. In the event any of the foregoing conditions has not been fulfilled or expressly waived in writing by Purchaser, then in addition to any other remedy available to Purchaser (but subject to Seller's and City's respective cure rights under Section 13(a) hereof), Purchaser may terminate this Agreement by giving written notice to Seller on or before the Closing Date. In the event of any such termination, all of the Earnest Money and any interest thereon will be promptly paid to Purchaser; provided, however, that if any such termination is solely due to the failure of the condition set forth in Section 12(a)(viii) hereof, then that portion of the Earnest Money that would be payable to Seller under Section 3(d) hereof at the time of such termination (*i.e.*, as if such termination had been effected as of the latest Due Diligence Date elected by Purchaser hereunder) will be promptly paid to Seller, and all of the balance of the Earnest Money and any interest on all of the Earnest Money will be promptly paid to Purchaser. Nothing in this Section 12(b) will limit Purchaser's other remedies under this Agreement.

13. Default.

(a) Default by Seller or City. IF EITHER ONE OR BOTH OF SELLER AND CITY BREACH THEIR RESPECTIVE OBLIGATIONS TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR FIVE BUSINESS DAYS AFTER PURCHASER'S DELIVERY TO SELLER OR CITY, AS THE CASE MAY BE, OF WRITTEN NOTICE THEREOF, THEN PURCHASER WILL BE ENTITLED EITHER TO (I) TERMINATE

THIS AGREEMENT AND RECEIVE A REFUND OF ALL EARNEST MONEY, PLUS ANY INTEREST EARNED THEREON (ANYTHING IN SECTION 4(d) HEREOF TO THE CONTRARY NOTWITHSTANDING), OR (II) INSTITUTE AN ACTION FOR SPECIFIC PERFORMANCE. SELLER, CITY AND PURCHASER ACKNOWLEDGE AND AGREE THAT (1) THE PROPERTY IS UNIQUE IN NATURE; (2) A FAILURE BY EITHER ONE OR BOTH OF SELLER AND CITY TO PERFORM THEIR RESPECTIVE OBLIGATIONS TO COMPLETE THE SALE AND CONVEYANCE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT WILL MATERIALLY AND IRREPARABLY INJURE, AND RESULT IN THE SUFFERING OF A MATERIAL LOSS BY, PURCHASER; (3) SUCH INJURY AND LOSS CANNOT BE FULLY OR ADEQUATELY COMPENSATED BY THE PAYMENT OF MONEY OR BY AN AWARD OF DAMAGES; AND (4) PURCHASER SHALL BE ENTITLED TO THE SPECIFIC PERFORMANCE OF THIS AGREEMENT. IN ADDITION, IN THE EVENT PURCHASER TERMINATES THIS AGREEMENT DUE TO (I) A DEFAULT BY EITHER OR BOTH OF SELLER AND CITY, (II) A REPRESENTATION OR WARRANTY OF EITHER OR BOTH OF SELLER AND CITY BEING UNTRUE WHEN MADE AS OF THE EFFECTIVE DATE, OR (III) A REPRESENTATION OR WARRANTY OF EITHER OR BOTH OF SELLER AND CITY BECOMING UNTRUE DUE TO SELLER'S OR CITY'S ACTION AS PROVIDED IN SECTION 6 HEREOF, THEN SELLER (BUT NOT CITY) SHALL REIMBURSE PURCHASER FOR ALL THIRD-PARTY OUT-OF-POCKET COSTS AND EXPENSES, UP TO A MAXIMUM OF \$50,000.00. FURTHER, IN THE EVENT PURCHASER TERMINATES THIS AGREEMENT DUE TO A DEFAULT BY EITHER OR BOTH OF SELLER AND CITY THAT IS WILLFUL OR INTENTIONAL (INCLUDING, WITHOUT LIMITATION, THE CONVEYANCE OF THE PROPERTY OR ANY INTEREST THEREIN TO A THIRD PARTY), THEN SELLER (BUT NOT CITY) SHALL REIMBURSE PURCHASER FOR ALL THIRD-PARTY OUT-OF-POCKET COSTS AND EXPENSES (WITHOUT ANY MAXIMUM AMOUNT LIMITATION) AND ALL OTHER DAMAGES INCURRED BY PURCHASER AS A RESULT THEREOF.

(b) Default by Purchaser. IF PURCHASER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT AND SUCH BREACH CONTINUES FOR FIVE BUSINESS DAYS AFTER SELLER'S DELIVERY TO PURCHASER OF WRITTEN NOTICE THEREOF, THEN THE SOLE AND EXCLUSIVE REMEDY OF EACH OF SELLER AND CITY WILL BE TO TERMINATE THIS AGREEMENT AND FOR SELLER TO RECEIVE ALL OF THE EARNEST MONEY AND ALL ACCRUED INTEREST THEREON AS LIQUIDATED DAMAGES. SELLER, CITY AND PURCHASER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES THAT SELLER OR CITY MAY SUFFER IN THE EVENT PURCHASER BREACHES ITS OBLIGATION TO COMPLETE THE PURCHASE OF THE PROPERTY HEREUNDER. SELLER, CITY AND PURCHASER THEREFORE AGREE THAT A REASONABLE PRESENT ESTIMATE OF THE NET DETRIMENT THAT SELLER AND CITY WOULD SUFFER IN THE EVENT PURCHASER BREACHES SUCH OBLIGATION IS AN AMOUNT OF MONEY EQUAL TO ALL OF THE EARNEST MONEY AND ALL ACCRUED INTEREST THEREON, WHICH WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES. CITY AND SELLER MAY THEN AGREE SEPARATELY AS TO THE EQUITABLE DIVISION BETWEEN THEM OF THE AFORESAID LIQUIDATED DAMAGES.

14. Condemnation. In the event that, between the Effective Date and the Closing Date, any condemnation or eminent domain proceedings are instituted that might result in the taking of all or any portion of the Property, Seller will immediately notify Purchaser in writing of such occurrence, and thereupon Purchaser may elect (in its sole and absolute discretion) to:

- (a) terminate this Agreement, in which event all rights and obligations of the parties hereunder will cease with respect to such Property, all of the Earnest Money and any interest thereon will be paid to Purchaser;
- (b) elect to consummate the subject transaction and require Seller and City, as applicable, to deliver to Purchaser a duly executed assignment, in form and substance satisfactory to Purchaser, of proceeds payable as a result of Seller's and City's respective rights to receive any condemnation award; or
- (c) elect to consummate the subject transaction, but with an adjustment of the Purchase Price based on a re-determination of the net usable square footage of the Land.

Purchaser will have 30 days after the date of its receipt of written notice of such institution of proceedings within which to exercise its rights under this Section 14. If the Closing is scheduled to occur within such 30-day period, the Closing will be delayed until Purchaser makes such election, and if Purchaser elects to consummate the transaction, the Closing Date will be adjusted accordingly.

15. Covenants of Seller and City. Between the Effective Date and the Closing Date, Seller and City will:

- (a) not, without first obtaining the written consent of Purchaser (which may be given or withheld in Purchaser's sole and absolute discretion), enter into any contracts, leases or other agreements pertaining to the Property or any portion thereof that are not terminable prior to the Closing at no cost to Purchaser;
- (b) comply with all laws, ordinances, regulations and restrictions affecting the Property or any portion thereof (including, without limitation, the use thereof);
- (c) comply with the terms of all mortgages, liens, pledges, leases, licenses, easements and other similar encumbrances affecting the Property or any portion thereof;
- (d) not create or permit to be created any mortgage, lien, pledge, lease, license, easement or other similar encumbrance in any way affecting the Property or any portion thereof; and
- (e) not commit any waste or nuisance upon the Property or any portion thereof.

16. Notices. Any notice or other communication in connection with this Agreement will be in writing and will be sent by United States certified mail, return receipt requested, postage prepaid, by a nationally recognized overnight courier guaranteeing next day delivery, by e-mail transmission or by personal delivery, properly addressed as follows:

If to Purchaser: Opus Development Company, L.L.C.  
Suite 450  
8801 River Crossing Boulevard  
Indianapolis, Indiana 46240  
Attention: Douglas J. Swain, Vice President, General Manager  
Email: [douglas.swain@opus-group.com](mailto:douglas.swain@opus-group.com)

with a copy to: Opus Holding, L.L.C.  
10350 Bren Road West  
Minnetonka, Minnesota 55343  
Attention: Legal Department  
Email: [annemarie.solberg@opus-group.com](mailto:annemarie.solberg@opus-group.com)

and with a copy to: O'Rourke, Hogan, Fowler & Dwyer, LLC  
Suite 3700  
10 South LaSalle Street  
Chicago, Illinois 60603  
Attention: W. Craig Fowler  
Email: [wcfowler@ohfdlaw.com](mailto:wcfowler@ohfdlaw.com)

If to Seller or City: Canal Winchester Industry and Commerce Corporation or  
City of Canal Winchester, Ohio, as applicable  
c/o City of Canal Winchester, Ohio  
36 South High Street  
Canal Winchester, Ohio 43110  
Attention: Lucas Haire, Development Director

All notices will be deemed given three business days following deposit in the United States mail with respect to certified or registered letters, one business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or by e-mail transmission (with proof of transmission). Attorneys for each party will be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

17. Miscellaneous.

(a) Counterpart: Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which will be effective upon delivery and, thereafter, will be deemed to be an original, and all of which will be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format (“pdf”) and signatures appearing on faxed instruments and/or electronic mail instruments will be treated as original signatures. At the request of any party, any electronic or facsimile document will be re-executed in original form by the parties who executed the electronic or facsimile document.

(b) Section Headings. The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

(c) Entire Agreement: No Waiver. This written Agreement constitutes the entire agreement between or among two or more of the parties and supersedes any prior oral or written agreements among the parties regarding the Property. There are no verbal agreements that can or will modify this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties.

(d) Severability. The unenforceability or invalidity of any provisions hereof will not render any other provisions herein contained unenforceable or invalid.

(e) Assignment. Neither Seller nor City may assign this Agreement or any of its rights hereunder. Purchaser shall not assign this Agreement without the prior written consent of Seller and City, in their sole and absolute discretion; provided, however, that Purchaser may freely assign this Agreement and its rights and obligations hereunder, without the consent of Seller or City, to any entity with which Purchaser is affiliated (*i.e.*, controls, is controlled by or is under common control with) or in which Purchaser is a member, shareholder or partner (but not necessarily a controlling or managing member, shareholder or partner). Any approved or other permitted assignee shall assume all of Purchaser’s obligations hereunder pursuant to a commercially reasonable form of assignment, a fully executed copy of which shall be delivered to Seller and City within five business days after any such assignment. Upon any such assignment by Purchaser, such Purchaser/assignor will be automatically released from any and all liability under or in connection with this Agreement or the transactions contemplated hereunder.

(f) Brokers. With respect to real estate brokers:

(i) Seller and City, jointly and severally, represent and warrant to Purchaser that neither Seller nor City has engaged or dealt with any broker or other person or entity, other than Jones Lang LaSalle Americas, Inc. (Brian Marsh) (“**Broker**”), who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Pursuant to a separate agreement, Seller or City will pay Broker any and all brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Seller and City, jointly and severally, will indemnify, defend and hold harmless Purchaser, and Purchaser’s successors and assigns, with respect to any claim by any person or entity claiming to have been engaged by Seller or City, or claiming by, through or under Seller or City, so as to become entitled to any such fee or commission.

- (ii) Purchaser represents and warrants to Seller and City that Purchaser has not engaged or dealt with any broker or other person or entity, other than Broker, who would be entitled to any brokerage fee or commission with respect to the finding, negotiation or execution of this Agreement or the consummation of the transactions contemplated hereby. Purchaser will indemnify, defend and hold harmless Seller and City with respect to any claim by any person or entity claiming to have been engaged by Purchaser, or claiming by, through or under Purchaser, so as to become entitled to any such fee or commission.
  
- (g) Governing Law. This Agreement will be construed and enforceable in accordance with the laws of the State of Ohio, without application of its choice of law rules.
  
- (h) Binding Nature. This Agreement will be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
  
- (i) Survival. This Agreement and the provisions, representations and warranties herein set forth will survive the Closing and the delivery of the Deed only as expressly provided herein.
  
- (j) Time of Essence. Time is of the essence of this Agreement.
  
- (k) Attorneys' Fees and Costs; Prevailing Party. In the event of any dispute regarding this Agreement or any claimed default or breach of the terms, provisions or conditions of this Agreement, the substantially prevailing party in any action related to such dispute will be entitled to recover reasonable costs and attorneys' fees incurred by such substantially prevailing party in connection with such dispute.

[Signatures on following page]

In witness whereof, the parties hereto have caused this Agreement to be executed and delivered the day and the date first above written.

Purchaser:

Opus Development Company, L.L.C., a Delaware limited liability company

By: \_\_\_\_\_  
Douglas J. Swain, Vice President, General Manager

Seller:

Canal Winchester Industry and Commerce Corporation, an Ohio community improvement corporation

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

City:

City of Canal Winchester, Ohio, an Ohio municipal corporation

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

Exhibit A – Legal Description of Land

August 30, 2017

**DESCRIPTION OF A 15.588 ACRE TRACT  
SOUTH FROM ROBINETT WAY, WESTERLY OF DOVE PARKWAY,  
CITY OF CANAL WINCHESTER, FAIRFIELD CO., OHIO**

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, in Sections 20 and 29, Township 15 North, Range 20 West, Congress Lands, and being a 15.588 acre portion of an original 98.989 acre tract of land conveyed, as Tract 1, to Village of Canal Winchester, by deed of record in Deed Book 639, Page 273, all references being to the Recorder's Office, Fairfield County, Ohio, and bounded and described as follows:

Beginning at a 3/4" I.D. iron pipe set in the south right-of-way line of Robinett Way (70 feet in width), as shown upon the plat entitled Robinett Way and Dove Parkway Dedication and Easements, of record in Plat Cabinet 3, Slot 1, said iron pipe being N 85° 16' 08" W a distance of 444.90 feet from a 3/4" I.D. iron pipe found at the point of curvature in the south right-of-way line of Robinett Way;

thence S 04° 43' 52" W crossing a portion of said original 98.989 acre tract a distance of 1,066.07 feet to a point on the approximate centerline of an existing 20" HP gasline (passing a 3/4" I.D. iron pipe set on-line at 1,016.07 feet);

thence N 72° 08' 22" W crossing a portion of said original 98.989 acre tract and along the approximate centerline of said existing 20" HP gasline a distance of 733.11 feet to a point in the west line of said original 98.989 acre tract and in the east line of a tract of land conveyed to Temmy A. Evans, by deed of record in Official Record 1614, Page 1826;

thence N 04° 25' 40" E along a portion of the west line of said original 98.989 acre tract and along a portion of the east line of said tract of land conveyed to Temmy A. Evans a distance of 755.79 feet to a 3/4" I.D. iron pipe set (passing a 3/4" I.D. iron pipe found at 51.64 feet);

thence S 85° 34' 20" E crossing a portion of said original 98.989 acre tract a distance of 96.22 feet to a 3/4" I.D. iron pipe set;

thence N 65° 37' 44" E crossing a portion of said original 98.989 acre tract a distance of 78.71 feet to a 3/4" I.D. iron pipe set;

thence N 51° 44' 11" E crossing a portion of said original 98.989 acre tract a distance of 69.93 feet to a 3/4" I.D. iron pipe set;

thence N 30° 07' 44" E crossing a portion of said original 98.989 acre tract a distance of 52.20 feet to a 3/4" I.D. iron pipe set;

thence N 13° 23' 17" W crossing a portion of said original 98.989 acre tract a distance of 42.09 feet to a 3/4" I.D. iron pipe set at the southwest corner of a 2.767 acre tract of land conveyed to Patrick M. Shea and Susan R. Stedman, by deed of record in Official Record 1651, Page 2214;

thence S 85° 16' 08" E crossing a portion of said original 98.989 acre tract and along the south line of said 2.767 acre tract a distance of 259.16 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 2.767 acre tract and in the bulbed westerly end of Robinett Way;

thence southerly crossing a portion of said original 98.989 acre tract, along a portion of the bulbed westerly end of Robinett Way and with a curve to the left, data of which is: radius = 67.50 feet, a delta = 40° 25' 23", arc length = 47.62 feet, a chord distance of 46.64 feet bearing S 19° 50' 13" E to a 3/4" I.D. iron pipe set at a point of reverse curvature;

thence southerly crossing a portion of said original 98.989 acre tract, along the right-of-of return to the south and with a curve to the right, data of which is: radius = 44.50 feet, a delta = 44° 46' 47", arc length = 34.78 feet, a chord distance of 33.90 feet bearing S 17° 39' 31" E to a 3/4" I.D. iron pipe set at the point of tangency;

thence S 04° 43' 52" W crossing a portion of said original 98.989 acre tract and along said right-of-way return a distance of 19.61 feet to a 3/4" I.D. iron pipe set;

thence S 85° 16' 08" E crossing a portion of said original 98.989 acre tract and along the south end of said right-of-way return a distance of 70.00 feet to a 3/4" I.D. iron pipe set;

August 30, 2017

thence N 04° 43' 52" E crossing a portion of said original 98.989 acre tract and along said right-of-way return a distance of 19.00 feet to a 3/4" I.D. iron pipe set at a point of curvature;

thence northerly crossing a portion of said original 98.989 acre tract, along the right-of-of return of Robinett Way and with a curve to the right, data of which is: radius = 44.50 feet, a delta = 90° 00' 00", arc length = 69.90 feet, a chord distance of 62.93 feet bearing N 49° 43' 52" E to a 3/4" I.D. iron pipe set at the point of tangency;

thence S 85° 16' 08" E crossing a portion of said original 98.989 acre tract and along the south right-of-way line of Robinett Way a distance of 86.54 feet to the place of beginning;

containing 15.588 acres of land, more or less, and being subject to all easements and restrictions of record. Of said 15.588 acres, 8.177 acres are within said Section 20, P.N. 0420376100 and 7.411 acres are within said Section 29, P.N. 0420376000.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in August, 2013 and March, 2017. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of Robinett Way southwesterly from Dove Parkway, being S 35° 33' 42" W, as shown upon the plat entitled Robinett Way and Dove Parkway Dedication and Easements, of record in Plat Cabinet 3, Slot 1, Recorder's Office, Franklin County, Ohio and all other bearings are based upon this meridian.

*Kevin L. Baxter 8/30/17*  
Kevin L. Baxter - Ohio Surveyor #7697





# 2018

## Council Meeting Schedule

### JANUARY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |    |    |    |

### FEBRUARY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 |    |    |    |

### January

Tuesday, January 2nd  
 Tuesday, January 16th  
 Monday, January 29th (Committee of the Whole)

### February

Monday, February 5th  
 Tuesday, February 20th

### MARCH

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

### APRIL

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 |    |    |    |    |    |

### March

Monday, March 5th  
 Monday, March 19th

### April

Monday, April 2nd  
 Monday, April 16th  
 Monday, April 30th (Committee of the Whole)

### MAY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    | 1  | 2  | 3  | 4  | 5  |
| 6  | 7  | 8  | 9  | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 |    |    |

### JUNE

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    | 1  | 2  |
| 3  | 4  | 5  | 6  | 7  | 8  | 9  |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

### May

Monday, May 7th  
 Monday, May 21st

### June

Monday, June 4th - Tax Budget Public Hearing  
 Monday, June 18th

### JULY

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  | 5  | 6  | 7  |
| 8  | 9  | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 |    |    |    |    |

### AUGUST

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    | 1  | 2  | 3  | 4  |
| 5  | 6  | 7  | 8  | 9  | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 |    |

### July

Monday, July 2nd  
 Monday, July 30th (Committee of the Whole)

### August

Monday, August 6th  
 Monday, August 20th

### September

Tuesday, September 4th  
 Monday, September 17th

### October

Monday, October 1st  
 Monday, October 15th  
 Monday, October 29th (Committee of the Whole)

### November

Monday, November 5th  
 Monday, November 19th

### December

Monday, December 3rd  
 Monday, December 17th  
 Monday, December 31st (Committee of the Whole)

### SEPTEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 |    |    |    |    |    |    |

### OCTOBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    | 1  | 2  | 3  | 4  | 5  | 6  |
| 7  | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 |    |    |    |

### NOVEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    | 1  | 2  | 3  |
| 4  | 5  | 6  | 7  | 8  | 9  | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 |    |

### DECEMBER

| S  | M  | T  | W  | T  | F  | S  |
|----|----|----|----|----|----|----|
|    |    |    |    |    |    | 1  |
| 2  | 3  | 4  | 5  | 6  | 7  | 8  |
| 9  | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 |    |    |    |    |    |

- City Offices Closed