

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

November 21, 2022

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Berry

Roll Call: Clerk of Council

Approval of Minutes

Welcome & Reading of Agenda: Pres. Berry

LANDS: Mr. Schottke

- Ordinance C-65-22 Accept the Annexation of 10.63+ acres located North of White Road and East of McDowell Road in Jackson Twp. to the City of Grove City. Second reading and public hearing. *Postponement Requested*
- Ordinance C-69-22 Accept the Amended Plat of Beulah Park, Subarea G, as originally approved by Ord. C-77-21. First reading.
- Ordinance C-70-22 Accept the Amended Plat of Meadow Grove Estates, Section 9, as originally approved by Ord. C-18-22. First reading.
- Ordinance C-71-22 Approve a Special Use Permit for Freddy's Frozen Custard and Steakburgers for a Drive-Thru Window located at 4108 Buckeye Parkway. First reading.
- Ordinance C-72-22 Approve the Rezoning of 10.63+ acres and 13.961+ acres located North and South of White Road from SF-1 and R-1 respectively to PUD-R. First reading.
- Resolution CR-61-22 Approve a Certificate of Appropriateness for the Addition to St. John's Lutheran Church located at 3220 Columbus St. in the Historical Preservation Area.
- Resolution CR-62-22 Approve the Preliminary Development Plan for the Castro Duplex and Carriage House Garage located on Rose Ave.
- Resolution CR-63-22 Approve a Development Plan for the Buckeye Ranch for an Addition and new Residence Building located at 5665 Hoover Rd.
- Resolution CR-64-22 Approve the Development Plan for Freddy's Frozen Custard and Steakburgers located at 4108 Buckeye Parkway.
- Resolution CR-65-22 Approve an Amendment to the Development Plan for Chick-fil-A located at 1696 Stringtown Rd.
- Resolution CR-66-22 Approve a Preliminary Development Plan for the Harris Property located North of S.R. 665 and West of Borror Rd.
- Resolution CR-67-22 Approve a Preliminary Development Plan for Broadway Live located North of Columbus Street and East of Broadway.
-

FINANCE: Mr. Holt

- Ordinance C-66-22 Appropriate \$12,000.00 from the Senior Nutrition Fund for Current Expenses. Second reading and public hearing.

Finance:

Ordinance C-67-22 Approve the Purchase and Donation Agreement with Berkley and Joanne Roach and Appropriate \$400,000.00 from the Pinnacle Tax Increment Financing Fund for said purchase and related expenses. Second reading and public hearing.

Ordinance C-68-22 Approve the Purchase Agreement with the Virginia S. Cotton Trust and Appropriate \$588,500.00 from the General Fund for said purchase. Second reading and public hearing.

Ordinance C-73-22 Appropriate \$150,000.00 from the General Fund for the Current Expenses of General Recreation Fund Operations. First reading.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 11/07 Council; 11/08 Planning Commission

Date: 11/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-65-22
1st Reading: 11/07/22
Public Notice: 11/08/22
2nd Reading: 11/21/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-65-22

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 10.63+ ACRES LOCATED NORTH OF WHITE ROAD AND EAST OF MCDOWELL ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 10.63+ acres, more or less, in Jackson Township was duly filed by Leroy Geyer; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on August 23, 2022; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on September 06, 2022.

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

SECTION 1. The proposed annexation, as applied for in the petition of Leroy Geyer, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on July 22, 2022 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on August 23, 2022, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 8231. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 4. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

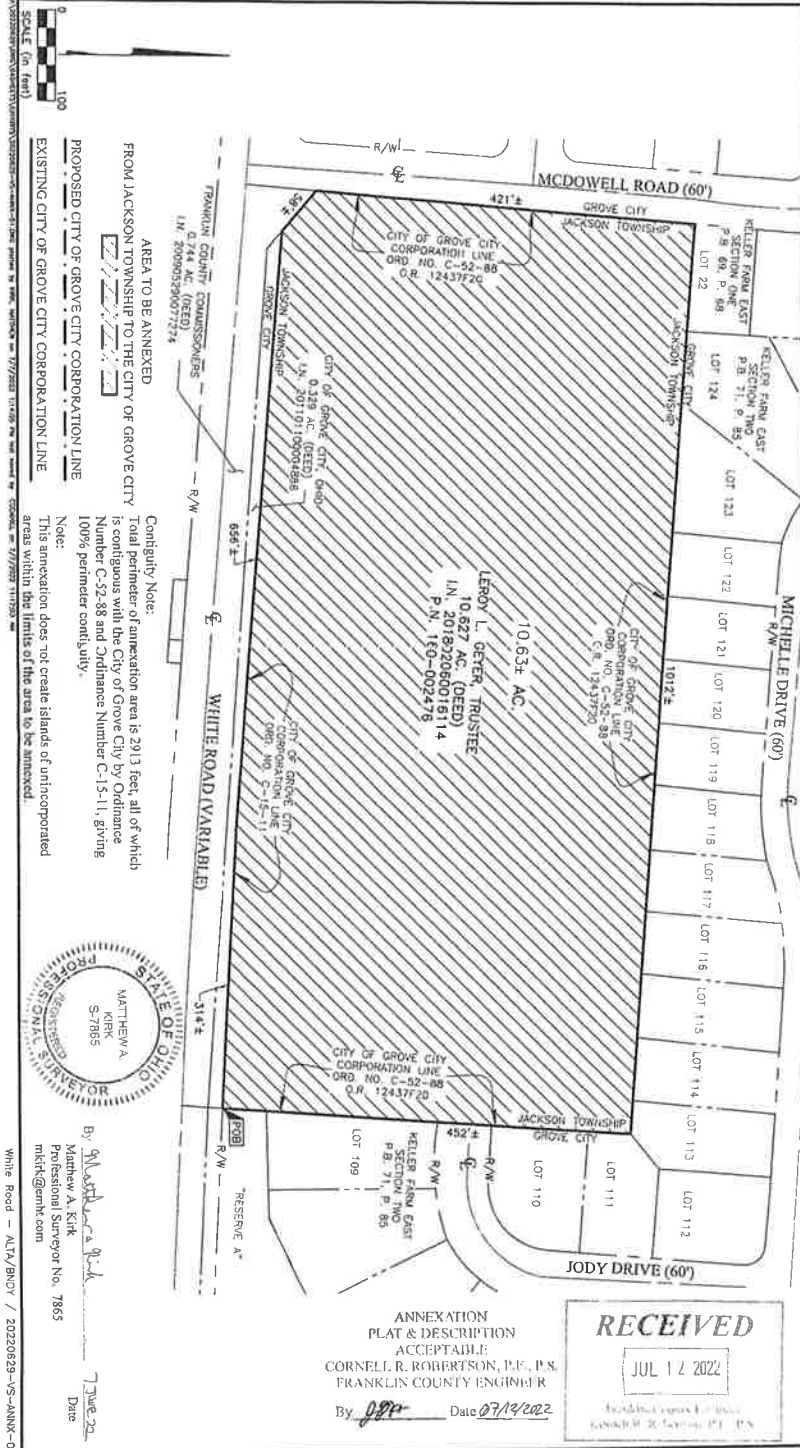
Ted A. Berry, President of Council

Passed:

EMHIT
 ENGINEERING & MAPPING, INC.
 500 NEW JERSEY ROAD, SUITE 200
 JACKSON, OHIO 43432
 (614) 265-1234
 emhit.com

PROPOSED ANNEXATION OF 10.63 ± ACRE FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
 TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO
 SURVEY NO. 8231
 VIRGINIA MILITARY DISTRICT

Date: July 7, 2022
 Scale: 1" = 100'
 Job No: 2022-0629
 Sheet No: 1 of 1



AREA TO BE ANNEXED
 FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
 PROPOSED CITY OF GROVE CITY CORPORATION LINE
 EXISTING CITY OF GROVE CITY CORPORATION LINE
 Note:
 This annexation does not create islands of unincorporated areas within the limits of the area to be annexed.

By: *Matthew A. Kirk*
 Matthew A. Kirk
 Professional Surveyor No. 7865
 mkirk@emh.com
 Date: *7/19/22*
 White Road - ALTA/BNV / 20220629-1S-ANN-01

ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 CORNELL R. ROBERTSON, P.E., P.S.
 FRANKLIN COUNTY ENGINEER
 By: *CR* Date: *07/19/2022*

RECEIVED
 JUL 12 2022
 Franklin County Engineer's Office
 CORNELL R. ROBERTSON, P.E., P.S.

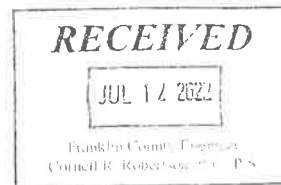


ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By JRR Date 07/12/2022

C-65-22

PROPOSED ANNEXATION
10.63± ACRES



FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, in Survey Number 8231, Virginia Military District, being all of that 10.627 acre tract of land conveyed to Leroy Geyer, Trustee by deed of record in Instrument Number 201802060016114, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of said 10.627 acre tract, the northeasterly corner of that 0.329 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201101100004886, in the westerly line of the subdivision entitled "Keller Farm East Section Two", of record in Plat Book 71, Page 85, in the existing City of Grove City corporation line, as established by Ordinance Number C-15-11 (unrecorded), in the northerly right of way line of White Road (Variable width);

Thence westerly, with the northerly of said 0.329 acre tract, said northerly right of way line, and said corporation line, a distance of approximately 314 feet to point;

Thence westerly, with the northerly of said 0.329 acre tract, said northerly right of way line, and said corporation line, a distance of approximately 656 feet to a point in the easterly right of way line of McDowell Road (60' wide), in the existing City of Grove City corporation line, established by Ordinance Number C-52-88, of record in Official Record 12437F20;

Thence northwesterly, with said easterly right of way line and said corporation line, a distance of approximately 58 feet to a point;

Thence northerly, with said easterly right of way line and said corporation line, a distance of approximately 421 feet to the southwesterly corner of Lot 22 of the subdivision entitled "Keller Farm East Section One", of record in Plat Book 69, Page 68;

Thence easterly, with the southerly line of said Section 1, the southerly line of said Section Two, and with said corporation line, a distance of approximately 1012 feet to a point;

Thence southerly, with the easterly line of said Section Two and with said corporation line, a distance of approximately 452 feet to the POINT OF BEGINNING, containing 10.63 acres of land, more or less.

This description is for annexation purposes only and is not to be used for transfer.

Total perimeter of annexation area is 2,913 feet, all of which is contiguous with the City of Grove City by Ordinance Number C-52-88 and Ordinance Number C-15-11, giving 100% perimeter contiguity.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

7 JUL 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date

Date: 11/15/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: _____
Approved: _____
Emergency: 30 Days: x
Current Expense: _____

No.: C-69-22
1st Reading: 11/21/22
Public Notice: 11/22/22
2nd Reading: 12/05/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-69-22

AN ORDINANCE TO ACCEPT THE AMENDED PLAT OF BEULAH PARK, SUBAREA G, AS ORIGINALLY APPROVED BY ORDINANCE C-77-21

WHEREAS, on Jan. 20, 2022, Council approved the Plat for Beulah Park, Subarea G, located North of Park Street and East of Beulah Park Drive; and

WHEREAS, on November 08, 2022, Planning Commission recommended approval of an amendment to replat Lot 225 to create a new 0.257 acre lot, as submitted.

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

SECTION 1. This Council hereby accepts the amended Plat for Beulah Park, Subarea G as originally approved by Ord. C-77-21, as submitted.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: _____
Approved: _____
Emergency: 30 Days: x
Current Expense: _____

No.: C-70-22
1st Reading: 11/21/22
Public Notice: 11/22/22
2nd Reading: 12/05/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-70-22

AN ORDINANCE TO ACCEPT THE AMENDED PLAT OF MEADOW GROVE ESTATES, SECTION 9, AS ORIGINALLY APPROVED BY ORDINANCE C-18-22

WHEREAS, on April 04, 2022, Council approved the Plat for Meadow Grove Estates, Section 9, located South of Mallow Lane and West of Scotch Woods Drive; and

WHEREAS, on November 08, 2022, Planning Commission recommended approval of an amendment to renumber the lots, as submitted.

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

SECTION 1. This Council hereby accepts the amended Plat of Meadow Grove Estates, Section 9 as originally approved by Ord. C-18-22, as submitted.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days
Current Expense: _____

No.: C-71-22
1st Reading: 11/21/22
Public Notice: 11/22/22
2nd Reading: 12/05/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-71-22

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE-THRU WINDOW FOR FREDDY'S FROZEN CUSTARD AND STEAKBURGERS LOCATED AT 4108 BUCKEYE PARKWAY

WHEREAS, Freddy's Frozen Custard & Steakburgers, applicant, has submitted a request for a Special Use Permit for a Drive-Thru Window for Freddy's Frozen Custard & Steakburgers located at 4108 Buckeye Parkway; and

WHEREAS, on November 08, 2022, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. The Menu Board shall not exceed five feet (5') in height.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Aj is hereby issued to Freddy's Frozen Custard & S for a Drive Thru Window, located at 4108 Buckeye Parkway, contingent upon the stipulation set by Planning Commission.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-72-22
1st Reading: 11/21/22
Public Notice: 11/22/22
2nd Reading: 01/03/23
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-72-22

AN ORDINANCE FOR THE REZONING OF 10.63+ ACRES AND 13.961+ ACRES LOCATED NORTH AND SOUTH OF WHITE ROAD FROM SF-1 AND R-1 RESPECTIVELY TO PUD-R WITH ZONING TEXT

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on November 08, 2022, with the following stipulation:

1. The six foot (6') privacy fence included for screening in the northern section shall be replaced with landscaping. The final design including species of plantings, spacing, and quantities shall be determined with the final Development Plan.

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from SF-1 and R-1 to PUD-R, with Zoning Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 8231 and being all of that 10.627 acre tract of land conveyed to Leroy Geyer, Trustee & Virginia Military Survey 6840, *being all of that 22.50 acre tract, as recorded in Official Records, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A & B" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By JFR

Date 07/12/2022

PROPOSED ANNEXATION
10.63± ACRES

Exhibit A
C-72-22

RECEIVED

JUL 12 2022

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

FROM: TOWNSHIP OF JACKSON

TO: CITY OF GROVE CITY

Situated in the State of Ohio, County of Franklin, Township of Jackson, in Survey Number 8231, Virginia Military District, being all of that 10.627 acre tract of land conveyed to Leroy Geyer, Trustee by deed of record in Instrument Number 201802060016114, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of said 10.627 acre tract, the northeasterly corner of that 0.329 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201101100004886, in the westerly line of the subdivision entitled "Keller Farm East Section Two", of record in Plat Book 71, Page 85, in the existing City of Grove City corporation line, as established by Ordinance Number C-15-11 (unrecorded), in the northerly right of way line of White Road (Variable width);

Thence westerly, with the northerly of said 0.329 acre tract, said northerly right of way line, and said corporation line, a distance of approximately 314 feet to point;

Thence westerly, with the northerly of said 0.329 acre tract, said northerly right of way line, and said corporation line, a distance of approximately 656 feet to a point in the easterly right of way line of McDowell Road (60' wide), in the existing City of Grove City corporation line, established by Ordinance Number C-52-88, of record in Official Record 12437F20;

Thence northwesterly, with said easterly right of way line and said corporation line, a distance of approximately 58 feet to a point;

Thence northerly, with said easterly right of way line and said corporation line, a distance of approximately 421 feet to the southwesterly corner of Lot 22 of the subdivision entitled "Keller Farm East Section One", of record in Plat Book 69, Page 68;

Thence easterly, with the southerly line of said Section 1, the southerly line of said Section Two, and with said corporation line, a distance of approximately 1012 feet to a point;

Thence southerly, with the easterly line of said Section Two and with said corporation line, a distance of approximately 452 feet to the POINT OF BEGINNING, containing 10.63 acres of land, more or less.

This description is for annexation purposes only and is not to be used for transfer.

Total perimeter of annexation area is 2,913 feet, all of which is contiguous with the City of Grove City by Ordinance Number C-52-88 and Ordinance Number C-15-11, giving 100% perimeter contiguity.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

7 JUL 22

Matthew A. Kirk
Professional Surveyor No. 7865

Date



EXHIBIT A-1

C-72-22
Exhibit B
~~Exhibit "A"~~

The land referred to in this commitment is described as follows: Township of Jackson, City of Grove City, County of Franklin, State of Ohio

Situated in the Township of Jackson, County of Franklin, State of Ohio and the City of Grove City:

Being a part of Survey #6840, Virginia Military District. Beginning at a stone in the center of the Breckenridge County Road (now known as the Isaac White Road) it being the N.E. corner of Laura and M.E. Thrailkill's farm; thence S. 86-3/4 deg. E. with the center of said road 49.24 poles to a stone; thence S. 1-3/4 deg. W. 77.40 poles to a stone; thence N. 84 deg. W. 49.25 poles to a stone in the E. line of the Thrailkill farm; thence N. 1-3/4 deg. E. 63.54 poles to the place of beginning, containing 22.50 acres of land.

LESS AND EXCEPT THE FOLLOWING 1.467 ACRE TRACT CONVEYED BY MARVIN L. GEYER, WAYNE E. NIBERT AND MARILYN J. NIBERT TO JERRY L. AND DONNA M. FISHER ON 02/19/1991 BY OR. 16504, PAGE J04:

Situated in the State of Ohio, County of Franklin and the Township of Jackson and being part of the Virginia Military Survey No. 6840, also being all the 22.50 acre shown as Parcel Two in a deed recorded in Official Record 6444-F-03, Recorder's Office, Franklin, Ohio that is easterly of the easterly right of way line of Interstate 71.

Beginning at an iron pin at the southwesterly corner of Lot No. 43 of Briarwood Hills No. 3 of record in Plat Book 40, Page 112 and at the southeasterly corner of said 22.50 acre tract;

Thence N. 83 deg. 39' 13" W. along the southerly line said 22.50 acre tract a distance of 307.41 feet to an iron pin set in the easterly Limited Access Right of Way Line of Interstate 71;

Thence northerly along the easterly Limited Access Right of Way Line of Interstate 71 and with a curve to the left having a radius of 12,024.00 feet, a delta angle of 2 deg. 24' 36" and a long chord that bears N. 39 deg. 51' 20" E. a distance of 505.73 feet to an iron pin found at an angle point in the westerly line of Lot No. 45 of Briarwood Hills No. 3;

Thence S. 2 deg. 31' 06" W. along the westerly line of Lots Nos. 45, 44 and 43 of Briarwood Hills No. 3, a distance of 422.62 feet to the place of beginning containing 1.467 acres, more or less, subject to all easements and restrictions shown of record.

The preceding description was prepared by Ronald L. Edwards, Registered Surveyor No. 4224. Basis of Bearings the bearing of the South line of Briarwood Hills No. 3.

FURTHER LESS AND EXCEPTING THE FOLLOWING 0.559 ACRE TRACT CONVEYED BY MARILYN J. NIBERT AND MARVIN L. GEYER TO THE CITY OF GROVE CITY ON 04/11/2011 IN INSTRUMENT NO. 201104110047909:

Situated in the State of Ohio, County of Franklin, Township of Jackson and City of Grove City, lying in Survey Number 6840 of the Virginia Military District, being a part of the remainder of the 22.50 acre tract conveyed to Marilyn J. Nibert, Trustee (1/2 interest) of record in Instrument Number 200002160032184 and Marvin L. Geyer, Trustee (1/2 interest) of record in Instrument Number 200001310020499, and described as follows:

Beginning at Franklin County Geodetic Survey Monument No. 6607 marking an angle point in the centerline of White Road and at a corner on the westerly limited access right-of-way line for Interstate 71 as shown on the right-of-way plan FRA-62-7.29 on file at the Ohio Department of Transportation, District 6, Delaware, Ohio, the northeasterly corner of said 22.50 acre tract, and the northwesterly corner of the remainder of the 51.751 acre tract conveyed to Anna K. Keil of record in Deed Book 2321, Page 552, Deed Book 2321, Page 554, and Deed Book 2321, Page 558;

thence South 00° 44' 41" West, a distance of 30.03 feet, with the easterly line of said 22.50 acre tract, the westerly line of said 51.751 acre tract, and said westerly limited access right-of-way line, to an iron pin set on the southerly right-of-way

This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

line of White Road;

thence North 86° 51' 42" West, across said 22.50 acre tract with said southerly right-of-way line, a distance of 812.14 feet to an iron pin set on the westerly line thereof and at the northeasterly corner of Lot 1 as shown on the subdivision plat entitled "Briarwood Hills No. 4" of record in Plat Book 42, Page 129 conveyed to Olen L. Dye of record in Official Record 13739F20;

thence North 02° 09' 59" East, with the westerly line of said 22.50 acre tract, a distance of 30.00 feet, to Franklin County Geodetic Survey Monument No. 6606 marking an angle point in the centerline of White Road and a northwesterly corner thereof;

thence South 86° 51' 42" East, with said centerline and the northerly line of said 22.50 acre tract, a distance of 811.40 feet, to the Point of Beginning, containing 0.559 acre, more or less, of which 0.559 acre is within the present road occupied, from Auditor's Parcel Number 040-002898.

All references are to the records of the Recorder's Office, Franklin County, Ohio.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

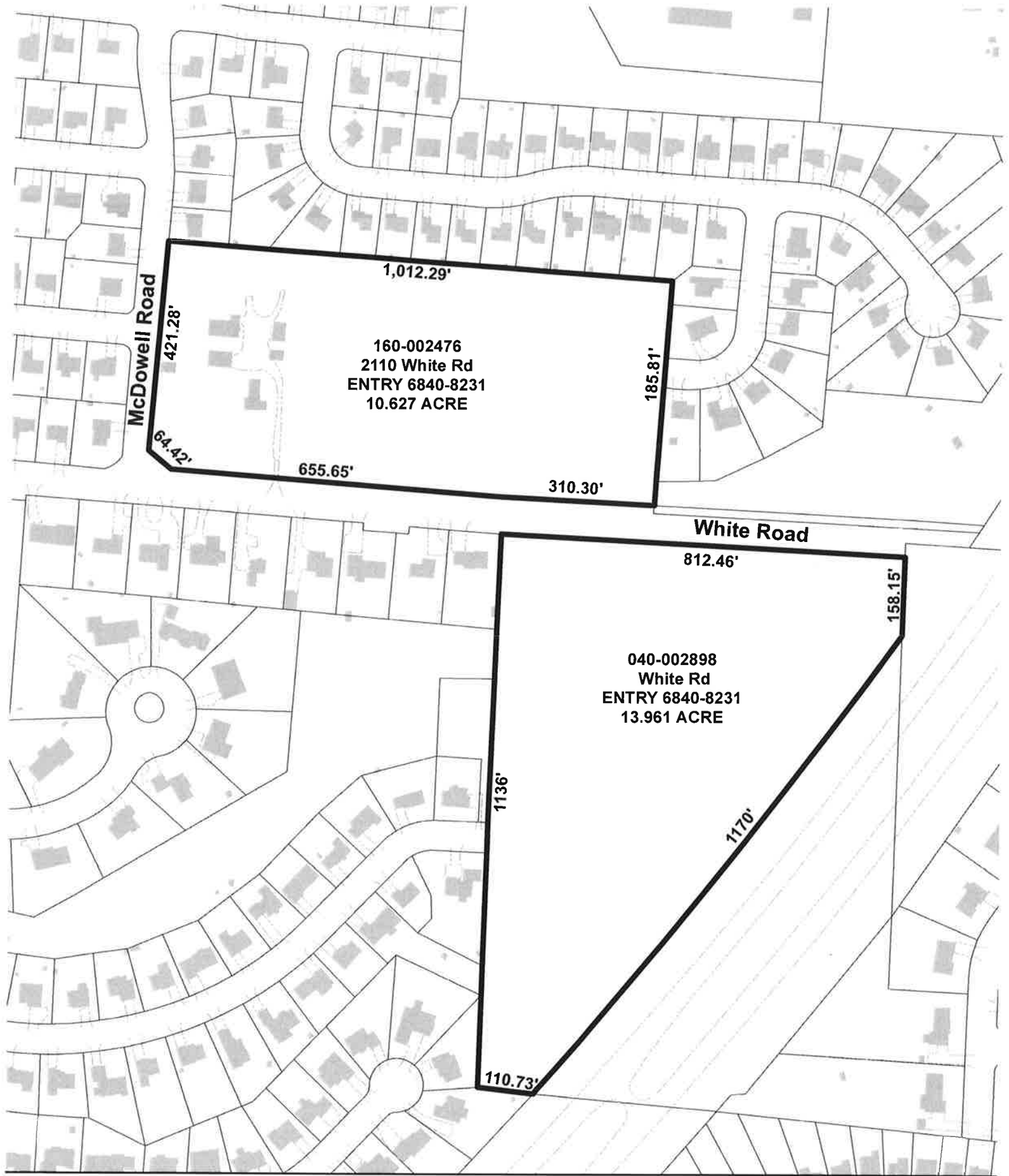
The Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FOGS 6633 and FCGS 0025. The portion of the centerline of White Road between monuments FCGS 6605 and FCGS 6606, having a bearing of South 85° 28' 28" East, is designated the "Basis of Bearings" for this survey.

And being subject to an easement for Highway Purposes to State of Ohio, containing 6.19 acres and of record in Deed Book 2219, Page 452, Recorder's Office, Franklin County, Ohio.

Commonly Known As: 13.961 acres on White Road, Grove City, OH 43123

The property address and tax parcel identification number listed herein are provided solely for informational purposes.

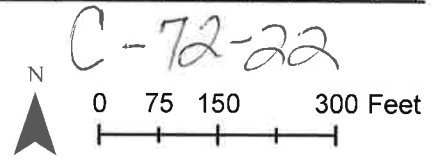
This page is only part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.



Disclaimer

Courtyards at Mulberry Run

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.



C-72-22
ZONING TEXT

Courtyards at Mulberry Run

Grove City, Ohio

Date Submitted:	October 5, 2022
Current Zoning:	R-1, SINGLE FAMILY RESIDENCE (13.99 ACRES) AND ANNEXATION PENDING (10.63 ACRES)
Proposed Zoning:	PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R)
Property Owner:	Leroy L Geyer, Trustee Melvin L. Geyer, Trustee 2110 White Road Grove City, Ohio 43123
Applicant:	E.C. New Vision Ohio LLC c/o Joel Rhoades 500 Stonehenge Parkway Dublin, Ohio 43017
Authorized Representative:	Donald T. Plank Plank Law Firm, LPA 411 E. Town St., FL 2 Columbus, OH 43215

I. PROPERTY

The property ("Property") consists of two separate tax parcels totaling 24.588 +/- acres. Tax parcel 160-002476 is 10.63 acres of land located on the north side of White Road and is currently being annexed into the City. Tax parcel 040-002898 is 13.99 +/- acres of land located on the south side of White Road and is currently zoned R-1, Single Family Residence in the City.

II. INTRODUCTION

This Zoning Text establishes the permitted land uses, residential densities, minimum lot sizes and, along with the site plan dated September 26, 2022, and titled Preliminary Development Plan, Courtyards at Mulberry Run (the "Plan"), establishes other development standards for the Property. The Zoning Text and Plan shall collectively be referred to as the "Text". The Property will be a planned community development designed around the natural stream corridor and developed on private streets. Roadways and connections are to be configured in a manner to allow for safe and efficient connectivity to the existing road network. Roads shall be designed and sized to promote safe travel routes and conditions for pedestrians, bicycles, as well as automobiles, subject to the review and approval by the City. Subject to the review and approval of the City, one (1) access road will be created from White Road and one (1) access road will be created from McDowell Road.

III. GENERAL PROVISIONS

- A. The provisions of the Codified Ordinances of Grove City (the "Code") shall apply only to the extent not otherwise addressed in this Text. The provisions of this Text and the Code shall apply unless otherwise modified by Grove City Council (the "Council") through the Development Plan.
- B. For the purposes of this Text, the terms and words contained within shall carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any conflict between this Text and the Code, this Text shall control.
- C. All provisions of this Text are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be deemed affected by that decision.
- D. Any use not permitted herein shall be considered prohibited, except that a use may be permitted if approved by Council as part of the Development Plan approval.
- E. Deviations from the standards and requirements set forth herein as well as the Code, Stream Corridor Protection Policy, and Standard Drawings may be approved by Council through the

Date: 11-16-22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-61-22
1st Reading: 11/21/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-61-22

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE ADDITION TO ST. JOHN'S LUTHERAN CHURCH LOCATED AT 3220 COLUMBUS STREET IN THE HISTORICAL PRESERVATION AREA

WHEREAS, Section 1138.05 (a) of the Codified Ordinances states that a Certificate of Appropriateness is required from the Planning Commission prior to any new construction, remodeling, reconstruction or demolition, unless otherwise provided in subsection (c) hereof; and

WHEREAS, on November 08, 2022, the Planning Commission recommended approval of the Certificate of Appropriateness request for the addition to St. John's Lutheran Church located at 3220 Columbus Street, as submitted.

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

SECTION 1. This Council hereby approves the Certificate of Appropriateness for the addition to St. John's Lutheran Church located at 3220 Columbus Street, as submitted.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/16/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-62-22
1st Reading: 11/21/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-62-22

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR THE CASTRO DUPLEX AND CARRIAGE HOUSE GARAGE LOCATED ON ROSE AVENUE

WHEREAS, on November 08 2022, the Planning Commission recommended *denial* of the preliminary development plan for the Castro Duplex and Carriage House Garage located on Rose Ave., as submitted.

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

SECTION 1. This Council hereby accepts the Preliminary Development Plan for the Castro Duplex and Carriage House Garage located on Rose Ave., as submitted.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/17/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-63-22
1st Reading: 11/21/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-63-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE BUCKEYE RANCH ADDITION AND NEW ADMINISTRATION AND RESIDENCE BUILDING LOCATED AT 5665 HOOVER ROAD

WHEREAS, on November 08, 2022, the Planning Commission recommended approval of the Development Plan for the Buckeye Ranch with the following stipulations:

1. All parking rows shall end in landscaped areas. Landscaping islands shall be added to the east and west sides of the internal parking spaces in the proposed northern parking lot;
2. Trees are required in all peninsulas and islands within the proposed parking area;
3. One (1) two inch (2") caliper tree shall be installed per each 50 feet of basin perimeter.

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

SECTION 1. This Council hereby approves the Development Plan for the Buckeye Addition and New Administration & Residence Building located at 5665 Hoover Rd., contingent upon the stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

Date: 11/17/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-64-22
1st Reading: 11/21/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-64-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR FREDDY'S FROZEN CUSTARD & STEAKBURGERS LOCATED AT 4108 BUCKEYE PARKWAY

WHEREAS, on November 08, 2022, the Planning Commission recommended approval of the Development Plan for Freddy's Frozen Custard & Steakburgers with the following stipulations:

1. The pedestrian walkway shall be relocated to the southwest corner of the site and connect directly to the sidewalk/path along Buckeye Parkway;
2. The outdoor seating area shall utilize black chairs and tables to meet the Development Standards of Parkway Centre.

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

SECTION 1. This Council hereby approves the Development Plan for Freddy's Frozen Custard & Steakburgers located at 4108 Buckeye Parkway, contingent upon the stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/17/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-65-22
1st Reading: 11/21/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-65-22

A RESOLUTION TO APPROVE AMENDMENTS TO THE DEVELOPMENT PLAN FOR CHICK-FIL-A LOCATED AT 1696 STRINGTOWN ROAD AS APPROVED BY RES. CR-11-22

WHEREAS, on October 18, 2004, Council approved a Development Plan for Chick-fil-A located in the Parkway Centre North shopping center by Resolution No. CR-74-04; and

WHEREAS, on March 21, 2022, Council approved amendments to this Development Plan by Resolution CR-11-22; and

WHEREAS, on November 08, 2022, the Planning Commission recommended approval of amendments to the amended Development Plan, with the following stipulation:

1. The bases of the menu boards shall be finished with brick, matching the building.

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

SECTION 1. This Council hereby accepts the amendments to the Development Plan, approved by Resolution CR-74-04 and amended by Resolution CR-11-22, for Chick-fil-A, located at 1696 Stringtown Rd., contingent upon the stipulation set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1109.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/17/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-66-22
1st Reading: 11/21/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-66-22

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR THE HARRIS PROPERTY LOCATED NORTH OF S.R. 665 AND WEST OF BORROR ROAD

WHEREAS, on November 08 2022, the Planning Commission recommended *denial* of the preliminary development plan for the Harris Property located North of State Route 665 and West of Borrer Road, as submitted.

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

SECTION 1. This Council hereby Harris Property located North of State Route 665 and West of Borrer Road, as submitted.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/17/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-67-22
1st Reading: 11/21/22
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-67-22

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR BROADWAY LIVE LOCATED NORTH OF COLUMBUS STREET AND EAST OF BROADWAY

WHEREAS, on November 08 2022, the Planning Commission recommended approval of the preliminary development plan for Broadway Live located North of Columbus Street and East of Broadway, as submitted – noting the expectations for additional community input.

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

SECTION 1. This Council hereby Broadway Live located North of Columbus Street and East of Broadway, as submitted.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/01/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No.: C-66-22
1st Reading: 11/07/22
Public Notice: 11/08/22
2nd Reading: 11/21/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-66-22

AN ORDINANCE TO APPROPRIATE \$12,000.00 FROM THE SENIOR NUTRITION FUND FOR CURRENT EXPENSES

WHEREAS, the Senior Nutrition Fund is used to account for the receipt and expenditure of the Mayor's Cup Golf Outing; and

WHEREAS, funds raised from the golf outing are donated to the LifeCare Alliance Meals-on-Wheels Program; and

WHEREAS, the annual Mayor's Cup Golf Outing raised approximately \$12,000.00 beyond program expenses; and

WHEREAS, the appropriation will allow for a donation of \$12,000.00 to LifeCare Alliance.

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

SECTION 1. There is hereby appropriated \$12,000.00 from the unappropriated monies of the Senior Nutrition Fund (108000-559000) for Current Expenses.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I Certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Michael Turner, Director of Finance

Date: 11/01/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: City Admin.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-67-22
1st Reading: 11/07/22
Public Notice: 11/08/22
2nd Reading: 11/21/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-67-22

AN ORDINANCE TO APPROVE THE PURCHASE AND DONATION AGREEMENT WITH BERKLEY AND JOANNE ROACH AND APPROPRIATE \$400,000.00 FROM THE PINNACLE TAX INCREMENT FINANCING FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the City has been negotiating with the Roach family to acquire public park land on Holton Road; and

WHEREAS, as part of the agreement between the parties, the City will purchase 4.419± acres on Holton Road (Parcel # 040-017309) ("Purchased Property") and Berkley and Joanne Roach will donate an additional 4.940± acres the City (Parcel # 040-017310) ("Donated Property"); and

WHEREAS, collectively the Purchased Property and the Donated Property total 9.359± acres that will be for public purpose; and

WHEREAS, the City agrees to acquire the Purchased Property for the sum of Four Hundred Thousand Dollars (\$400,000); and

WHEREAS, based on the City's appraisal, dated April 28, 2022 and attached in Exhibit "B", the appraised value of the Purchased Property and the Donated Property collectively is One Million Four Hundred and Four Thousand Dollars (\$1,404,000).

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

SECTION 1. Council hereby approved the agreement with Berkley and Joanne Roach attached as Exhibit "C".

SECTION 2. Council hereby authorizes the purchase of the 4.419+ acres on Holton Road (Parcel # 040-017309) as set forth in Exhibit "A".

SECTION 3. This Council hereby determines that purchasing land to be for public purposes adjacent to the Pinnacle Tax Increment Financing Development Area and will directly benefit the parcels located in the Pinnacle Tax Increment Financing Development Area. It is hereby determined necessary and in the best interest of the inhabitants of the Pinnacle Tax Increment Financing Development Area to purchase the land that will be used for creating a park and/or recreational area in the Pinnacle Tax Increment Financing Development Area.

SECTION 4. There is hereby appropriated Four Hundred Thousand Dollars (\$400,000.00); from the unappropriated monies of the Pinnacle Tax Increment Financing Fund and appropriated to account #203000.571000 for the Current Expense of said purchase and related expenses.

SECTION 5. Council hereby accepts the donation of the 4.940+ acres on Holton Road (Parcel # 040-017310) as set forth in Exhibit "A".

SECTION 6. This Ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury,
or is in the process of collection to pay the
within ordinance.

Michael A. Turner, Director of Finance

Exhibit A

Pond to be named
after the Roach family

040-017310
4.94 ac

040-017309
4.419 ac

To Be Donated

Holton Rd

Pinnacle Park Dr



C-67-22

EXHIBIT B

Horner Appraisal Group, Inc.

REAL ESTATE APPRAISERS AND CONSULTANTS
22 EAST GAY STREET, SUITE 300
COLUMBUS, OHIO 43215
TEL. 614/246-8383

James R. Horner, MAI
www.hornerappraisal.com

Samuel R. Horner, MAI, AI-GRS
www.hornerappraisal.com

April 28, 2022

Mr. Stephen J. Smith Jr., Esquire
Frost Brown Todd, LLC
One Columbus, Suite 2300
10 West Broad Street
Columbus, OH 43215

Re: An Appraisal of
Fee Simple Value
B.J. and Joanne W. Roach Property
A 9.359 Acre Vacant Tract
North Side of Holton Rd. at Meadow Grove Dr.
Grove City, Ohio 43123

Dear Attorney Smith:

Pursuant to your request and in accordance with your directives, we have visited the property and have gathered and analyzed applicable data for the purpose of estimating the *Market Value of the Fee Simple Estate*, as a whole, in terms of financial arrangements equivalent to cash, as of the most recent visitation date, April 1, 2022.

As a result of our appraisal and analysis, it is our opinion that the *Market Value of the Fee Simple Estate*, as of April 1, 2022, is:

ONE MILLION FOUR HUNDRED AND FOUR THOUSAND DOLLARS
(\$1,404,000)

Allocated:
\$150K/AC

No Hypothetical Conditions or Extraordinary Assumptions were used within this Report.

The value is based upon the definition of Market Value which is found within the Addendum.

In accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, we certify that we have prior experience in, and are familiar with, the type of property being appraised. Our qualifications are included in this Report.

Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The estimated exposure and marketing time for the property would be 6 to 12 months. This sales period assumes competent marketing and an asking price that would be no more than 110% of the appraised value. It recognizes the broker's "due diligence" for the preparation of brochures, distribution of the "package" to possible investors, time involved for touring the property, the receipt of offers and counteroffers, and the buyer's "due diligence" which would include securing financing.

The Client for the assignment is Grove City, and the Intended Use is for determining the Market Value of the property as it relates to its possible acquisition by Grove City for parkland.

The appraisal is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of Grove City.

This Appraisal Report was ordered by Mr. Chuck Boso on behalf of Grove City and prepared for the sole use and benefit of Grove City. Therefore, the fiduciary Appraiser/Client relationship is only with Grove City, with Mr. Boso and Attorney Smith acting in an adjunct advisory role.

To Report the assignment results, we used Standard 2: Real Property Appraisal, Reporting of USPAP. Accordingly, this Report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this Report is specific to the needs of the Client and the Intended Use of the appraisal.

We certify this Report is within the scope of our certification, not contingent upon any fee and is provided by ourselves as disinterested and unbiased third parties. The Appraisers have visited the property and have concurred in the valuation and analysis.

Thank you for this opportunity to be of service.

Sincerely,



James R. Homer, MAI
GA Certification #380744



Samuel R. Horner, MAI, AI-GRS
GA Certification #430914

JRH/acr

EXHIBIT C

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the _____ day of _____, 2015 (the "Effective Date"), by and between **Berkley and Joanne Roach** ("Seller"), whose address is 3980 Broadway, Grove City, Ohio 43123, and **The City of Grove City, Ohio**, an Ohio municipal corporation ("Buyer"), whose address is 4035 Broadway, Grove City, Ohio 43123.

Background Information

- A. Seller is the owner of a certain tracts of real property located on Holton Road, and known as Franklin County Auditor's Tax Parcel Nos. 040-017309 and 040-017310, collectively containing approximately 9.359+ acres.
- B. The City will purchase 4.419+ acres on Holton Road (Parcel # 040-017309) ("Purchased Property") and Berkley and Joanne Roach will donate an additional 4.940+ acres the City (Parcel # 040-017310) ("Donated Property") (Collectively referred to as the "Property"); and
- C. The City has agreed to acquire the Purchased Property for the sum of Four Hundred Thousand Dollars (\$400,000) and the other terms and conditions contained herein.

Statement of Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the foregoing Background Information and as follows:

1. Agreement.

On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property.

2. Purchased Property - Amount of Purchase Price.

The purchase price for the Purchased Property shall be Four Hundred Thousand Dollars (\$400,000), payable to Seller at Closing, in immediately available funds or by check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

3. Donated Property.

Upon the closing of the Purchased Property, Seller shall execute all necessary transfer documents for the Donated Property.

4. Contingent Agreement.

This Agreement is contingent upon:

- The approval of the City of Grove City Council;
- The City providing an appraisal for both the Purchased and Donated Properties;
- The City will name the pond shown in Exhibit "C" after the Roach family;
- The City shall provide screening consisting of trees and/or mounding from where the new road abuts the remaining Roach parcel; and
- The City donating property abutting the Parcel 160-002635-00 consisting of the existing driveway.

- The Property be restricted for future use as a playground; passive and/or active green space; parks and recreation structures; any other municipal park and recreation purposes; and/or any other public purpose.

5. Limited Warranty Deed and Other Documents.

Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable limited warranty deed, free and clear of all liens and encumbrances. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing.

The Limited Warranty Deed shall contain a restriction that the Purchased and Donated Properties shall only for the following purposes: playgrounds; passive and/or active green space; parks and recreation structures; any other municipal park and recreation purposes; and/or any other public purpose.

6. Closing Date.

Buyer and Seller agree that the closing shall be handled by Valmer Title located in Grove City, Ohio. The purchase and sale of the Property shall be closed (the "Closing") at a date to be chosen by Seller between as soon as practicable after January 1, 2023 (the "Closing Date"), which Closing Date may be extended by mutual agreement of the parties. The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

6. Real Estate Taxes and Assessments.

Buyer shall be responsible for any delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to closing, real estate taxes for the year of Closing, prorated through the Closing Date, and all agricultural use tax recoupments for years through the year of Closing.

8. Brokers.

Buyer acknowledged that Seller is a license real estate broker, but Buyer and Seller hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent, for a fee, in regard to this Agreement. Thus, no real estate broker fee shall be paid under this Agreement. Seller hereby agrees to indemnify Buyer and hold Buyer harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which Buyer shall ever incur or be threatened with because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission.

9. Warranties and Representation.

(a) Seller's Warranties and Representations. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (i) Seller has not received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (ii) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against,

the Property, under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound;

- (iii) Seller has not received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;
- (iv) No other person or entity other than Seller currently owns or has any legal or equitable interest in the Property and no other person or entity other than Buyer has or will have any right to acquire the Property, or any portion thereof;
- (v) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;
- (vi) Seller has not disposed of or stored any Hazardous Substances on the Property or any portion thereof in violation of any Environmental Laws, as hereinafter defined, and the Parent Parcel does not now contain any Hazardous Substance or any underground storage tanks. The term "Hazardous Substance" shall mean asbestos, petroleum products and by-products, any other hazardous or toxic building material, and any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq., any so-called "Super-fund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards or conduct concerning, any hazardous, toxic, or dangerous waste, substance or material or underground storage tanks, now in effect (collectively the "Environmental Laws"). Seller hereby agrees to indemnify Buyer and hold Buyer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against Buyer for, with respect to, or as a direct or indirect result of the breach of Seller's warranties in this Section 10;
- (vii) Seller shall not, without the prior written consent of Buyer, alter the natural topography and vegetation currently existing on, in or about the Property, including, but not limited to the cutting, burning or removal of any trees, removing any minerals or topsoil, dumping of any soil, fill or other matter, or altering the natural flow of any water courses located on the Property; and
- (viii) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder. All representations and warranties set forth in this Section 10 shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

(b) Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, Buyer determines that any warranty or representation given by Seller to Buyer under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default by Seller hereunder. In such event, Buyer may give written notice thereof and shall thereafter have the right to terminate this Agreement.

10. Notice Procedure.

Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as set forth on the first page of this Agreement. Copies of notices to Buyer shall be simultaneously provided to: Stephen Smith, Esq., Frost Brown Todd LLC, 10 West Broad Street, Suite 2300, Columbus, Ohio 43215.

11. 1031 Exchange.

In the event that either party shall be using the transaction contemplated hereby as part of an exchange of like kind property pursuant to Section 1031 of the Internal Revenue Code, the other party shall cooperate in connection therewith by executing and delivering such documents and instruments as may be reasonably required in order to accomplish any such like kind exchange, provided that, the party so cooperating shall not be required to bear any costs or expenses or take on any liability in connection therewith and the party effecting such exchange shall pay the costs and expenses, including legal fees and costs, of the cooperating party incurred in connection with such cooperation same not to exceed \$500.00 in any event.

12. Miscellaneous.

(a) Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

(b) Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties.

(c) Time of Essence. Time is of the essence of this Agreement in all respects.

(d) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

(e) Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(f) Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

(g) Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

(h) Confidentiality. Buyer and Seller covenant to not disclose any part of this Agreement to anyone other than their attorneys, brokers, consultants, accountants, employees, lenders or others who have a reasonable need to know of its content.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

SELLER:

Berkley and Joanne Roach

Berkley Roach

Joanne Roach

BUYER:

The City of Grove City, Ohio,
an Ohio municipal corporation

By: _____
Charles W. Boso, Jr.
City Administrator

Approved as to Form:

Stephen J. Smith
Law Director, City of Grove City

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Michael Turner, Director of Finance

Date

EXHIBIT "A"

4.940 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 6840, being part of that 47.168 acre tract conveyed to B. J. Roach and Joanne W. Roach by deeds of record in Official Record 6203J20, and Deed Book 3420, Page 38 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey monument FCGS 6633 found at an angle point in the centerline of Holton Road (width varies);

Thence South $87^{\circ} 02' 58''$ East, with said centerline, a distance of 117.41 feet to the southeasterly corner of that 0.281 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument Number 201004290052053 (reference Franklin County Geodetic Survey monument FCGS 5634 found South $87^{\circ} 02' 58''$ East, a distance of 1416.02 feet)

Thence North $01^{\circ} 58' 33''$ East, crossing said Holton Road, with the easterly line of said 0.281 acre tract, with an easterly line of said 47.168 acre tract, with a westerly line of Reserve "F" of that subdivision titled "Creekside Section 7" of record in Plat Book 107, Pages 86 & 87 as conveyed to Creekside At Holton /Road Homeowner's Association, Inc. by deed of record in Instrument Number 200810170154420, a distance of 758.46 feet to an iron pin set at the TRUE POINT OF BEGINNING;

Thence South $61^{\circ} 18' 57''$ West, crossing said 47.168 acre tract, a distance of 473.98 feet to an iron pin set in the line common to said 47.168 acre tract, and that 6.486 acre tract conveyed to City of Grove City, Ohio by deed of record in Instrument 201402030014165;

Thence with said common line, the following courses and distances:

North $28^{\circ} 40' 50''$ West, a distance of 95.22 feet to an iron pin set at point of curvature:

With the arc of a curve to the right, having a central angle of $32^{\circ} 55' 51''$, a radius of 270.00 feet, an arc length of 155.18 feet, a chord bearing of North $12^{\circ} 12' 55''$ West and chord distance of 153.06 feet to an iron pin set at point of tangency:

North $04^{\circ} 15' 00''$ East, a distance of 292.57 feet to an iron pin set at point of curvature:
and

With the arc of a curve to the left, having a central angle of $06^{\circ} 17' 19''$, a radius of 280.00 feet, an arc length of 30.73 feet, a chord bearing of North $01^{\circ} 06' 21''$ East and chord distance of 30.72 feet to an iron pin set:

Thence South $88^{\circ} 01' 20''$ East, crossing said 47.168 acre tract, a distance of 482.65 feet to an iron pin set in the line common to said 47.168 acre tract and said Reserve "F";

Thence South $01^{\circ} 58' 33''$ West, with said common line, a distance of 311.64 feet to the TRUE POINT OF BEGINNING, containing 4.940 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 5548 and FCGS 5539, having a bearing of North $00^{\circ} 21' 40''$ East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

4.940 ACRES

-2-

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature of Joshua M. Meyer in black ink.

11-2-2021

Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djt
4.940 ac 20200725-VS-BNDY-01.docx

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 6840
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

lobbies

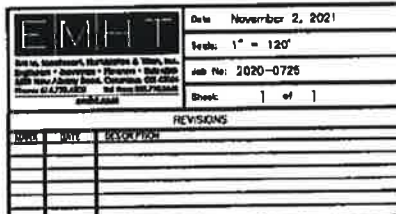


EXHIBIT “B”
DEPICTION

4.940 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military District Survey Number 6840, being part of that 47.168 acre tract conveyed to B. J. Roach and Joanne W. Roach by deeds of record in Official Record 6203J20, and Deed Book 3420, Page 38 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

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Thence with said common line, the following courses and distances:

North $28^{\circ} 40' 50''$ West, a distance of 95.22 feet to an iron pin set at point of curvature;

With the arc of a curve to the right, having a central angle of $32^{\circ} 55' 51''$, a radius of 270.00 feet, an arc length of 155.18 feet, a chord bearing of North $12^{\circ} 12' 55''$ West and chord distance of 153.06 feet to an iron pin set at point of tangency;

North $04^{\circ} 15' 00''$ East, a distance of 292.57 feet to an iron pin set at point of curvature; and

With the arc of a curve to the left, having a central angle of $06^{\circ} 17' 19''$, a radius of 280.00 feet, an arc length of 30.73 feet, a chord bearing of North $01^{\circ} 06' 21''$ East and chord distance of 30.72 feet to an iron pin set;

Thence South $88^{\circ} 01' 20''$ East, crossing said 47.168 acre tract, a distance of 482.65 feet to an iron pin set in the line common to said 47.168 acre tract and said Reserve "F";

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Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths ($13/16$) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown herein are based on the Ohio State Plane Coordinate System, South Zone, per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 5548 and FCGS 5539, having a bearing of North $00^{\circ} 21' 40''$ East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

4.940 ACRES

-2-

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Professional Surveyor Number 8485.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

A handwritten signature in black ink, appearing to read "Joshua M. Meyer".

11-2-2021

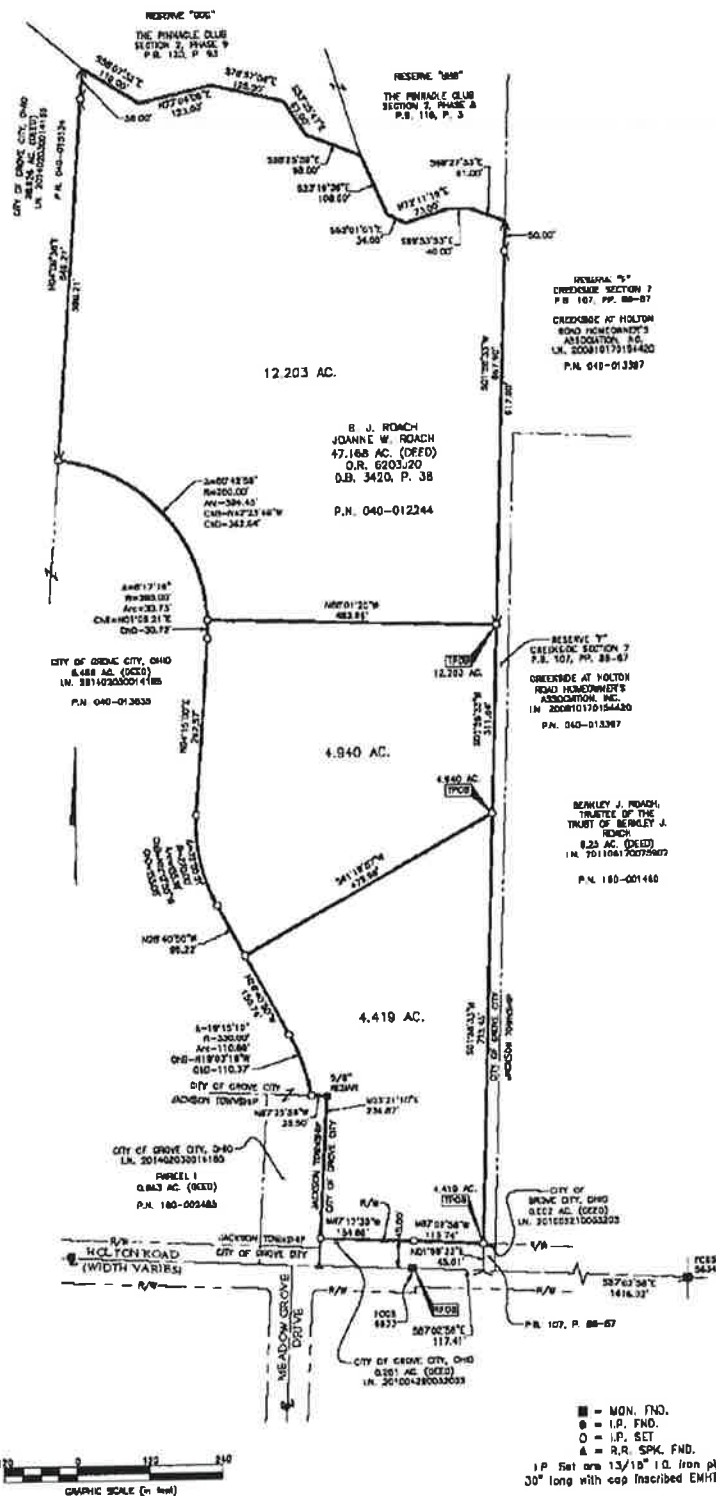
Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djt
4_940 ac 20200725-VS-BNDY-01.docx

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 6840
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

6



BASIS OF BEARINGS:
The bearings are based on the Ohio State Plane Coordinate System, South Zone, per NAD83 (1984 adjustment). Control bearings were from southwesterly of intersections FCGS 5544 and FCGS 5539, having a bearing of North 00° 31' 40" East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

SURVEY NOTE:
This survey was prepared using documents of record prior to the survey,
and observation of devices located by an actual field survey.

By
Jonathan M. Meyer
Professional Surveyor No. 6465
jmeyer@att.net

Dile

[illegible]

Jas 174 / 20100725-VS-BNCF-01

Date: 11/01/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: City Admin
Approved: _____
Emergency: 30 Days
Current Expense: _____

No. : C-68-22
1st Reading: 11/07/22
Public Notice: 11/08/22
2nd Reading: 11/21/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-68-22

AN ORDINANCE TO APPROVE THE PURCHASE AGREEMENT WITH THE VIRGINIA S. COTTON TRUST AND APPROPRIATE \$588,500.00 FROM THE GENERAL FUND FOR SAID PURCHASE

WHEREAS, the City of Grove City has the ability to purchase Parcel Number 040-000393-00 that contains structures at 4107 Arbutus Avenue and 3378 Voeller Avenue for Five Hundred and Eighty-Eight Thousand Five Hundred Dollars (\$588,500) as set forth in Exhibit "A"; and

WHEREAS, based on the City's appraisal, dated October 21, 2022, and attached as Exhibit "B", the appraised value of the property is Five Hundred and Ninety-Seven Thousand Five Hundred Dollars (\$597,500); and

WHEREAS, an appropriation to secure this purchase is necessary.

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

SECTION 1. Council hereby approves the agreement with the Virginia S. Cotton Trust as attached as Exhibit A.

SECTION 2. There is hereby appropriated Five Hundred and Eighty-Eight Thousand Five Hundred Dollars (\$588,500); from the unappropriated monies of the General Fund and appropriated to account #100120.57100 for the Current Expense of said purchase.

SECTION 3. This Ordinance shall take effect at the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.

Michael A. Turner, Director of Finance

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this "Agreement") is by and between the City of Grove City, Ohio, an Ohio municipal corporation (hereinafter referred to as "Purchaser"), having an office at 4035 Broadway, Grove City, Ohio 43123, and the Virginia S. Cotton Trust, ("Seller"), whose address is 4107 Arbutus Avenue and 3378 Voeller Avenue, Grove City, Ohio 43123. Purchaser and Sellers are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Seller is the owner of certain real property situated in the City of Grove City, County of Franklin, State of Ohio, identified as Franklin County Parcel Number 040-000393-00 (the "Property"); and

WHEREAS, Purchaser agrees to acquire from Seller the Property pursuant to the terms set forth in this Agreement; and

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

Provisions

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$588,500.00 (the "Payment"), which Payment shall constitute the entire amount of compensation due to Seller for: (a) the Property Interest; (b) value of improvements taken; (c) payment for the termination of any leasehold interests on the Property; (d) any and all damages to any residual lands of Sellers, if any; and (e) Sellers' covenants set forth herein.

The Payment and the closing of the transaction contemplated in this Agreement (the "Closing") will take place pursuant to an escrow closing as soon as possible at Purchaser's office at 4035 Broadway, Grove City, Ohio or at such other time and place as may be agreed upon in writing by Seller and Purchaser.

2. Elimination of Others' Interest.

Seller shall, at Seller's sole cost and expense, in whatever manner reasonably possible under the circumstances, procure and deliver to the Purchaser releases and cancellations of any and all other rights, titles, and interests in the Property Interest, such as, but not limited to, those belonging to tenants, lessees, mortgagees, lienholders, or others now in possession or otherwise occupying the Property, and all assessment claims against said Property.

Seller further agrees to indemnify, defend against, and hold Purchaser harmless against any claims by any mortgagees, tenants, or lienholders for any claim of compensation against Purchaser.

3. General Warranty Deed

Seller shall, within five (5) business days after the execution of this Agreement, execute and deliver to Purchaser a general warranty deed (the "Deed") for the Property Interest. The Deed shall be by good and sufficient instrument regularly and ordinarily used to transfer such rights, titles, and estates, with, if applicable, full release of dower. Purchaser shall bear the cost of recording the Deed and any other recordable documents.

4. Supplemental Instruments

The Parties agree to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles, and interests described in Exhibit A or to fulfill the intent of this Agreement.

5. Warranty of Title

Seller shall, and hereby does, warrant that the Property Interest described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Representations and Warranties

6.1. By Seller. Seller represents and warrants to Purchaser that:

6.1.1. Seller has taken all requisite action and obtained all requisite consents, releases and permissions in connection with the entering into this Agreement and the instruments and documents referenced herein or required hereunder, and no consent of any other party is required for the performance by Seller of its obligations hereunder.

6.1.2. This Agreement is, and all agreements, instruments, and documents to be executed and delivered by Seller pursuant to this Agreement shall be duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments, and documents to be executed and delivered by Seller pursuant to this Agreement shall be valid and legally binding upon Seller and enforceable against Seller in accordance with their respective terms.

6.1.3. To the knowledge of Seller and regarding material matters only, neither the execution of this Agreement nor the consummation of the transaction contemplated hereby does now constitute or shall result in the breach of, or a default under any agreement, document instrument or other obligation to which Seller is a party or by which Seller may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to the Seller.

6.1.4. Seller has not received written notice of any actions, suits or proceedings pending or threatened against or otherwise affecting any portion of the Property.

6.1.5. Seller has not received written notice from any governmental or quasi-governmental entity that the Property does not comply with any applicable ordinance, regulation, law or statute.

6.1.6. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

6.1.7. Seller has received no written claims, complaints, notices, or requests for information with respect to any alleged violation of any environmental law with respect to the Property. Seller represents to the best of Seller's knowledge without investigation, that the Property is free from any toxic or hazardous substances or other pollutants of any nature, as defined or regulated by applicable federal, state or local laws, rules or regulations, other than those introduced by Purchaser or any affiliate of Purchaser, and Seller agrees, prior to Closing, to comply with all laws, rules and regulations relating to such toxic or hazardous substances or other pollutants and the sale of the Property contemplated herein. All representations and warranties contained herein shall remain true as of the date of closing.

6.1.8. The Property is not subject to any other agreements executed by Seller providing for the sale of the Property, or granting by Seller of any rights of first refusal or any options to purchase the Property.

6.1.9. No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by Seller.

6.1.10. There is no litigation, proceeding or action pending or threatened against or relating to the Property or Seller which could adversely affect the Property or the operation thereof or which questions the validity of this Agreement or any actions taken or to be taken by Seller or Purchaser pursuant hereto.

6.1.11. Seller shall not change the existing character of the Property or alter, remove, destroy, or change any improvement located on the Property.

6.2. By Purchaser. Purchaser represents and warrants to Seller that:

6.2.1. Purchaser is a political subdivision of the State of Ohio and is fully authorized and permitted to enter into this Agreement, subject to the contingencies and approvals described herein.

6.2.2. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be duly authorized, executed, and delivered by Purchaser or its assignee. This Agreement is, and all agreements, instruments, and documents to be executed and delivered by Purchaser or its assignee pursuant to this Agreement shall be valid and legally binding upon Purchaser or its assignee and enforceable in accordance with their respective terms.

6.2.3. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby does now constitute or shall result in the breach of, or a default under any agreement, document, instrument or other obligation to which Purchaser is a party or by which Purchaser may be bound, or any law, statute, ordinance, rule, governmental regulation or any writ, injunction, order or decree of any court or governmental body, applicable to the Purchaser or the Property.

6.3. Mutual Representation. Seller and Purchaser represent to the other that it has had no dealings, negotiations or consultations with any broker, representative, employee, agent or other intermediary in connection with the Agreement or the sale of the Property.

7. Costs and Prorations

7.1. Purchaser's Costs. As between Purchaser and Seller, Purchaser will pay the following costs of closing this transaction:

7.1.1. The fees and disbursements of its counsel, inspecting architect, engineer, and other consultants, if any;

7.1.2. Any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or Closing this transaction;

7.1.3. Any and all of the real estate transfer, stamp, or documentary taxes; and

7.1.4. Any recording fees (including but not limited to those incurred in connection with the release of liens or other curative measures which Seller is required to undertake), and

7.1.5. The cost of the Title Policy issued in connection with this transaction, whether pursuant to the Title Commitment or otherwise issued by the Title Company in the amount of the Purchase Price, if any.

7.2. Seller's Costs. As between Purchaser and Seller, Seller will pay:

7.2.1. The fees and disbursements of its counsel;

7.2.2. The cost of the Title Commitment;

7.2.3. All delinquent real estate taxes and any associated fees shall be paid in full at Closing.

7.3. Prorations and Credit. Non-delinquent real estate taxes shall be equitably prorated between Seller and Purchaser.

8. Condition Precedent

This Agreement is subject to the approval of City Council for the City of Grove City.

9. Binding Agreement

Any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective heirs, executors, administrators, successors, and assigns.

10. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

11. Entire Agreement

This Agreement contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, or obligations whatsoever, either expressed or implied, other than herein set forth, shall be binding upon either Seller or Purchaser.

12. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by the Parties.

13. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

The Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on the date set forth below, effective as of the date first set forth above.

SELLER:
VIRGINIA S. COTTON TRUST

PURCHASER:
CITY OF GROVE CITY, OHIO,
an Ohio municipal corporation

By: _____

Charles W. Boso, Jr.
City Administrator

Date: _____

Date: _____

C-68-22

EXHIBIT B

Horner Appraisal Group, Inc.

REAL ESTATE APPRAISERS AND CONSULTANTS
185 NORTH HIGH STREET, SUITE B
COLUMBUS, OHIO 43215
TEL. 614/244-8383

James R. Horner, MAI
james@hornerappraisal.com

Samuel R. Horner, MAI, AI-GES
sam@hornerappraisal.com

October 21, 2022

Attorney Stephen J. Smith
Frost Brown Todd LLC
One Columbus, Suite 2300
10 West Broad Street
Columbus, Ohio 43215

Re: An Appraisal of
Fee Simple Value
The Virginia A. Cotton Trustee Property
4107 Arbutus Avenue
3378 Voeller Avenue
Downtown District
Grove City, OH 43123

Dear Attorney Smith,

Pursuant to your request and in accordance with your directives, we have visited the property and have gathered and analyzed applicable data for the purpose of estimating the *Market Value of the Fee Simple Estate*, as a whole, in terms of financial arrangements equivalent to cash, as of the most recent visitation date, October 19, 2022.

As a result of our appraisal and analysis, it is our opinion that the *Market Value of the Fee Simple Estate*, as of October 19, 2022, is:

FIVE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS

(\$597,500)

Allocated:

Overall: \$155/SF

4107 Arbutus Avenue: \$161,000 (\$125/SF)

3378 Voeller Avenue: \$436,500 (\$170/SF)

No Hypothetical Conditions or Extraordinary Assumptions were used within this Report.

The value is based upon the definition of Market Value which is found within the Addendum.

In accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation, we certify that we have prior experience in, and are familiar with, the type of property being appraised. Our qualifications are included in this Report.

Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the Client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The estimated exposure and marketing time for the property would be 3 to 6 months. This sales period assumes competent marketing and an asking price that would be no more than 110% of the appraised value. It recognizes the broker's "due diligence" for the preparation of brochures, distribution of the "package" to possible investors, time involved for touring the property, the receipt of offers and counteroffers, and the buyer's "due diligence" which would include securing financing.

The Client for the assignment is officials of Grove City, and the Intended Use is to determine the Market Value of the property as it relates to its possible acquisition by Grove City for expansion of existing city facilities.

The appraisal is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, applicable state appraisal regulations, and the appraisal guidelines of Grove City.

This Appraisal Report was ordered by Attorney Stephen Smith on behalf of Grove City and prepared for the sole use and benefit of Grove City.

To report the assignment results, we used Standard 2: Real Property Appraisal, Reporting of USPAP. Accordingly, this Report contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this Report is specific to the needs of the Client and the Intended Use of the appraisal.

We certify this Report is within the scope of our certification, not contingent upon any fee and is provided by ourselves as disinterested and unbiased third parties. The Appraisers have visited the property and have concurred in the valuation and analysis.

The Appraiser wishes to acknowledge the assistance of Ms. Amy Roberts in the preparation of this document.

Thank you for this opportunity to be of service.

Sincerely,



James R. Horner, MAI
GA Certification #380744



Samuel R. Horner, MAI, AI-GRS
GA Certification #430914

JRH/acr

Date: 11/17/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Sponsor: Mr. Holt
Emergency: 30 Days:
Current Expense:

No.: C-73-22
1st Reading: 11/21/22
Public Notice: 11/22/22
2nd Reading: 12/05/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-73-22

AN ORDINANCE TO APPROPRIATE \$150,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF GENERAL RECREATION FUND OPERATIONS

WHEREAS, the General Recreation Fund accounts for the receipts and expenditures of various recreation and community programs offered by the City; and

WHEREAS, program cancellations and disruptions due to the COVID-19 pandemic have caused a decline in the General Recreation Fund balance; and

WHEREAS, program cancellations due to the closure of Gantz Park Barn have caused a decline in 2022 General Recreation Fund revenue; and

WHEREAS, a transfer from the General Fund is necessary to ensure an adequate General Recreation Fund balance for the remainder of year 2022.

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

SECTION 1. There is hereby appropriated \$150,000.00 from the unappropriated monies of the General Fund to be transferred to the General Recreation Fund.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Ted. A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Michael A. Turner, Director of Finance