

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

November 07, 2022

6:00 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Berry

Roll Call: Clerk of Council

Approval of Minutes

Presentations: Proc. For Kota Wharton

Welcome & Reading of Agenda: Pres. Berry

LANDS: Mr. Schottke

- Ordinance C-63-22 Approve the Rezoning of 144.27+ acres located North of State Route 665 and East of State Route 104 from SF-1 to PUD-R with Zoning Text. Second reading and public hearing.
- 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. First reading.
- Resolution CR-56-22 Approve the Development Plan for Communities at Plum Run located North of S.R. 665 and East of S.R. 104.
- Resolution CR-59-22 Appeal the decision of the Board of Zoning Appeals granting a Variance to waive the screening for a Rooftop Mechanical Unit and Platform for Mid-Ohio Food Collective located at 3960 Brookham Drive.
- Resolution CR-60-22 Support the Installation of a Performing Arts Stage on the Old Library Site.
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FINANCE: Mr. Holt

- Ordinance C-66-22 Appropriate \$12,000.00 from the Senior Nutrition Fund for Current Expenses. First reading.
- 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. First reading.
- 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. First reading.
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Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 10/17 Council; 10/24 BZA

Date: 09/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-63-22
1st Reading: 09/19/22
Public Notice: 09/20/22
2nd Reading: 11/07/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-63-22

AN ORDINANCE FOR THE REZONING OF 144.27+ ACRES LOCATED NORTH OF STATE ROUTE 665 AND EAST OF STATE ROUTE 104 FROM SF-1 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 Sept. 06, 2022; and

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 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 1105 *and being all of that tract of land as conveyed to S & W Huggett Ohio LLC, as recorded in Official Records, Instrument No. 200809300146421, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" 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

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Zoning Description

144.27 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1105 and being all of that tract of land as conveyed to S & W Huggett Ohio LLC of record in Instrument Number 200809300146421, all deed references refer to the records of the Recorder's Office Franklin County, Ohio and described as follows:

Beginning at the northeasterly corner of said S & W Huggett Ohio LLC tract at the intersection of the southerly line extended of that plat entitled Scioto Meadows Section 1 Part 1 of record in Plat Book 89, Page 3, with the centerline of State Route 665;

Thence South 5°34'09" East with said centerline a distance of 2567.35 feet to an angle point in said centerline;

Thence North 82°15'14" West continuing with said centerline a distance of 2215.35 feet to the southeasterly corner of a 2.204 acre tract as conveyed to Steve M. and Sharon Doersam of record in Instrument Number 201101070004133;

Thence with the perimeter of said 2.204 acre tract the following courses:

North 7°25'40" East a distance of 481.11 feet to a corner thereof;

North 82°34'20" West a distance of 200.00 feet to a corner thereof;

South 7°25'39" West a distance of 480.00 feet to a corner thereof in the centerline of said State Route 665;

Thence North 82°15'14" West with said centerline a distance of 1629.33 feet to the southeasterly corner of a 1.520 acre tract as conveyed to Kip A. and Barbara R. Thompson of record in Instrument Number 200506210120647;

Thence with the perimeter of said 1.520 tract the following courses:

North 7°46'04" East a distance of 290.74 feet to a corner thereof;

North 80°15'21" West a distance of 180.18 feet to a point in the easterly right-of-way line of State Route 104;

Thence North 3°41'08" East with said easterly right-of-way line a distance of 543.33 feet to an angle point in said right-of-way line;

Thence North 86°26'33" West with said easterly right-of-way line a distance of 54.70 feet to a point in the centerline of said State Route 104;

Thence North 3°41'45" East with said centerline a distance of 113.01 feet to a point;

Zoning Description

144.27 Acres

Thence partly with the southerly line of a 1.0614 acre tract as conveyed to Daniel Riffe of record in Instrument Number 200309110290430 and partly with the southerly line of Scioto Meadows Section 1 Part 2 (Plat Book 89, Page 3) the following courses:

North 84°47'39" East a distance of 2928.35 feet to a corner thereof;

North 3°52'11" East a distance of 686.51 feet to a corner thereof;

North 85°01'11" East a distance of 950.27 feet to the **Point of Beginning** and containing **144.27 acres** of land more or less.

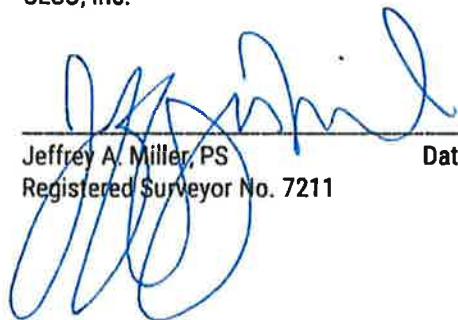
Subject to all covenants, restrictions, reservations, and easements contained in any instrument of record pertaining to the above described tract of land.

This description was prepared for Zoning Purposes only.

The Basis of Bearing for this description is South 05°34'09" East for a portion of State Route 665.



CESO, Inc.

 9-1-21
Jeffrey A. Miller, PS
Registered Surveyor No. 7211
Date 09/01/2021

05.06.22
PULTE – COMMUNITIES AT PLUM RUN
(Huggett Property)
Development Standards and Zoning Text
Grove City, Ohio

CURRENT ZONING: SF-1 (SINGLE FAMILY)

PROPOSED ZONING: PUD-R
(PLANNED UNIT DEVELOPMENT RESIDENTIAL)

Property Owners: S & W Huggett Ohio LLC
14337 US Rte. 23
Ashville, OH 43103

Applicant: Pulte Homes of Ohio LLC
475 Metro Place S. Ste. 200
Dublin, OH 43017

Authorized Representative: Thomas L. Hart
Painter and Associates
5029 Cemetery Road
Hilliard, OH 43026

I. PROPERTY

The property ("Property") consists of approximately 144.27 acres± acres north and west of London-Groveport Road (S.R. 665) and east of Jackson Pike (S.R. 104) as further described on the attached Final Development Plan, legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single-family homes designed for families with children and free-standing patio/condominium homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first-floor area permitted on the second floor (if a second-floor option is chosen by the customer). The patio/condominium homes are designed for buyers seeking "first floor living" and typically appeal to the active adult consumer who desires community lifestyle services such as lawn/landscape maintenance and snow removal. Patio home lifestyle living is in high demand in the area as active adults continue to downsize but prefer to stay in their own community. The community is designed as an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living nearby. The style, size and types of conventional single-family homes are consistent with the adjacent

communities, but include updated home designs, features and enhanced values.

The site plan will activate and allow regional access to the Plum Run stream corridor by providing scenic overlooks as well as by locating the regional multi-use path within the property and near the stream.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards zoning text and the Subarea Map/Illustrative Plan(Exhibit C) shall apply to the 144.27 +/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code (the "Code"), including the Standard drawings and other policies shall only apply to the extent that this zoning text does not address such matters. Any deviations from the standards outlined in the text may be granted by City Council, through the development plan.
- b. This PUD-R development is divided into three Subareas A, B, and C with applicable standards for each described herein.
- c. All provisions of this text are severable. If a court of competent jurisdiction 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 affected by that decision.
- d. Where there is or appears to be a conflict between the approved text and development plan, the more restrictive requirements shall apply. Where there is or appears to be a conflict between the text and the Code, the zoning text shall control.

IV. PERMITTED AND ACCESSORY USES

- a. The Communities at Plum Run PUD will be a residential neighborhood that shall contain detached single-family homes on public streets (Plum Run Ridge) and detached Patio/Condominium Homes (Plum Run Preserve) on private streets.
- b. A maximum number of detached single-family homes shall be permitted at three-hundred sixty (360) with lot standards and governed by regulations as further provided herein.
- c. Open spaces for the purpose of recreation, stormwater management and stream corridor protection zones, as estimated on plan exhibits and are to be confirmed with final engineering, surveying and construction plan review.

- d. Other permitted uses shall include entry features, site landscape fences or walls, signs, columns, related landscape lighting, multi-use paths and scenic overlooks to incorporate natural views, playground/tot lot, landscaping structures and benches to enhance open space, signage, trees and other plantings, protected natural areas of the stream corridor, model homes and related operations and other features incidental to detached single-family housing.
- e. Accessory uses shall be regulated in accordance with the Grove City Zoning Code.
- f. Model homes under City Code and with standards provided herein. Off- street parking for model homes may be permitted on one or more lots.
- g. Each home in Subareas A and B shall be on fee-simple platted lots. Homes in Subarea C are intended to be owned in a condominium form of ownership under ORC 5311.

V. GENERAL DEVELOPMENT STANDARDS

- a. Density. The density of the site shall not exceed Three Hundred Sixty (360) units, with a maximum gross density of +/-2.50 dwelling units per acre.
- b. Entryways. Landscaped entry features to the site will be located on London-Groveport Road (SR 665, two entrances for single family subareas) and Jackson Pike (SR 104) with lesser landscaping provided at Ravines End Drive and Ann Arundal Lane for the single-family Subareas A and B. . Separate entrances and entry features to the patio homes/condominium Subarea C from London-Groveport Road are also provided. The entrances shall incorporate design elements as depicted on exhibits and site plans and may include fencing, landscaping walls, signage, columns/piers, fountains, and related landscaping and lighting within open spaces. Entry signage is permitted at all entrances off Jackson Pike and London Groveport Road and shall meet signage requirements and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
- c. Streets.
 - 1. All Public Streets shall be a minimum of 28 feet in width (as measured from face to face).
 - 2. All Private Streets shall be a minimum of 24 feet in width (as measured from face to face), owned and maintained by the Condominium or Homeowners Association. Private streets shall be permitted to deviate from the public roadway standards as part of the Final Development Plan for the patio/condominium subarea. Such deviations shall be approved as part of the

Final Development Plan.

3. The Developer shall work with the City staff to devise traffic calming measures and strategies to slow traffic on longer street runs, with special attention to Street A, from Jackson Pike and through Subarea A. Review of such traffic calming strategies shall be subject to the city's standards and may include the following: narrowing with mid-block curb "pinch points", especially at key pedestrian crossings, landscape street islands at key mid-street points, raised pavement at pedestrian or other street intersections, and striping techniques that create the driver perception of narrowing at the same pedestrian and street crossings.
- d. Sidewalks and Multi-Use Paths. Each street shall have a path and/or sidewalk on each side. An 8-foot-wide regional path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community and to access the natural areas bordering Plum Run as depicted on the Final Development Plan. Final sidewalk and path locations shall be approved on the Final Development Plan with allowance for the balancing of aesthetics, construction feasibility, maintaining grade, topography and drainage, and/or existing vegetation.
- e. Open Space. Open space is estimated on plan exhibits and is subject to final engineering, surveying and construction plan review.
 1. Open space is to be reserved for passive activities, as well as recreation, and will include benches and other seating areas, along with connecting paths and sidewalk accesses as generally shown on the Final Development Plan.
 2. Open space calculations may vary from the calculations provided on Final Development Plan Exhibits based on minor site plan adjustments for final engineering, utility and other field location decisions as shown on the final engineering plan/plats provided such final open space calculations meet the requirements of Section 1101.09(b) and such adjustments are approved by the City.
 3. Open space, including stormwater ponds, structures, facilities and paths shall be owned and maintained by the owners' associations, unless otherwise agreed with the City under an approved Development Agreement or if approved by Council at the time of platting.
 4. The Plum Run stream corridor and associated floodplain shall be preserved and may contribute to the required open space per Section 1101.09(b) provided that the area is activated by a path system and scenic overlooks.
 - i. Open space amenities and specific open space acreages shall be depicted on the Final Development Plan as determined by final engineering. Open

space shall include Playgrounds and related facilities as depicted on plan exhibits and may also include elements such as bicycle racks and trash receptacles for the convenience of homeowners and guests.

- f. **Site Lighting.** Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Scioto Meadows. The Private Street lighting will be similar to the fixtures in the Public Street area but will be owned and maintained by the owners' association (or via a "lease lighting" program entered into by the condominium association and the local utility provider, e.g., AEP). Street intersections shall be lighted with more limited lighting and spacing of lights on streets away from intersections.
- g. **Fencing.**
 - 1. Site landscape fencing ("off-lot") as depicted in plan exhibits, may be located at entry features and within perimeter setback areas along Jackson Pike and London Groveport Road and is to be white three-rail of a white vinyl, composite or weather resistant material.
 - 2. All "on-lot" fencing shall not exceed the following heights: unless otherwise specified: 48" for yard fences. 72" for privacy fences around patios, hot tubs, etc.
 - 3. In addition to the standards set forth in this text, all on-lot fence heights and styles are subject to written approval of the owners' association prior to installation.
 - 4. Pool fencing shall be as required by applicable governmental rules and regulations and owners' association documents.
 - 5. Yard fencing may be permitted within subareas A and B, **Single Family** homes under the following standards:
 - i. All fences must be located on a property owner's property line(s) or setback a minimum of twenty-four inches (24") from the property line. Placement of a fence on the property line constitutes the acknowledgement of the property owner that a fence on a neighboring property may be erected to "tie-in" to such fence so that duplicate, parallel fences on adjacent properties can be avoided.
 - ii. No fence may be erected within four feet (4') of an existing fence on an adjacent property except where such fences "come together" to form a connection point of such fences.
 - iii. If the erection of an approved fence would result in the creation of an area

on a property owner's lot that cannot be accessed for maintenance purposes other than from an adjacent owner's property, a gate must be erected in such fence so that the property owner can maintain his/her entire lot without trespassing/entering upon such neighbor's property.

- iv. No fence may be erected closer to any street than the platted building set-back line relative to such street. In the case of corner lots, the setbacks from BOTH streets shall apply.
 - v. Fences may not be erected to "clip a corner" or otherwise "box out" utility junction boxes that are located on the lot on which the fence is being erected. An Application that has been "Conditionally Approved" and which shows a fence alignment that results in such utility junction boxes being 'outside' of the fenced area of the yard are understood to require a change in alignment, such that the proposed fence follows property lines around the utility junction boxes, or runs parallel to property lines and is adequately set back from property lines to meet all of the foregoing requirements (including the requirement for one or more gates, if appropriate).
 - vi. All fences must be installed 'beauty-side out,' with all structural members (stringers) located on the side of the fence visible from the enclosed part(s) of the lot.
 - vii. Fences are required to comply with any and all height limitations established in City Code or community deed restrictions, whichever is more stringent.
 - viii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same subdivision.
 - ix. Fences intended to enclose the rear yard of a Lot ("Rear-Yard Fencing") shall adhere to the style of fence as depicted on Exhibit F-1 attached hereto or substantially similar to style depicted in Exhibit F-1.
6. Yard fencing may be permitted within Subarea C **Patio Homes** under the following standards:
- i. Fences are required to comply with any and all height limitations

established in City Code or the applicable deed restrictions, whichever limitations are stringent.

- ii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same condominium.
7. Patio privacy fencing may be permitted with subarea C Patio Homes under the following standards:
- i. Privacy screening fences may not fully enclose a lot or patio. The privacy screening fence is only to be installed adjacent to patios and shall only be located along one side of any patio.
 - ii. Privacy screening is not to exceed 6' in height and should not extend longer than 20' beyond the depth of the structure.
 - iii. Unless otherwise permitted by the Design Review Board as established by the owners' association documents, the privacy screening is to be white vinyl with an open lattice style top as generally depicted on Exhibit "F-2".
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual, unless otherwise permitted by this text.
- i. Landscaping, Screening, and Tree Preservation.
- 1. Screening of Service Structures
 - a. Service structures shall be screened per Code (Section 1136.08).
 - 2. Unit Trees
 - a. There shall be three (3) trees planted per single-family residence.
 - b. Trees may be small, medium or large species and shall be a minimum of two (2) inches in caliper at installation or a minimum of six (6) feet in height, if evergreen.
 - c. Multi-stem and evergreen trees are permitted to account for trees required

for Subarea C.

- d. Trees shall be arranged within the front, side or rear yard areas with emphasis on the front facades in all Subareas. In addition, trees required for Subarea C may be located within any open space or setback area of any Subarea.
- e. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan.

3. Foundation Plantings

- a. A minimum of one-third ($1/3$) of the façade, or facades in the case of corner lots, fronting the public or private street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover or ornamental plantings.
- b. The average height of foundation plantings at installation shall be twenty-four (24) inches minimum.

4. Perimeter Landscape Treatment

- a. A landscape treatment shall be provided in the open space reserve areas between residential lots and London-Groveport Road (SR 665) and Jackson Pike (SR 104) as detailed in the Final Development Plan, including the following:
 - i. Mounding shall vary in height and slope to create a rolling, natural appearance. Mound heights may range up to eight (8) feet, with average heights ranging from four (4) to six (6) feet. Slopes may range from 3:1 to 10:1. Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
 - ii. Plantings at a rate of seven (7) evergreen trees, two (2) large deciduous trees and one (1) ornamental tree per one hundred (100) linear feet of lot perimeter.
 - iii. Evergreen trees shall be installed at a minimum height of six (6) feet. Deciduous trees shall be installed at a minimum caliper of two and one-half ($2\frac{1}{2}$) inches.
 - iv. Ornamental trees shall be installed at a minimum height of seven (7) feet, and shall be a minimum of 1.75" caliper at time of installation.

5. Street Trees

- a. Street trees shall be located along all streets within the Communities at Plum Run development and be spaced per chapter 1136.09(b) of City code. Street trees shall be owned and maintained by the Homeowners/Condominium Association, unless located on owner's lots. If trees die, street trees shall be replaced by the Homeowners/Condominium Association.
- b. Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list as approved by the City's Urban Forester. Invasive plant species - as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged. The amount and type of trees shall be approved by the City's Urban Forester.
- c. At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.
- d. The minimum distance between the tree and the back of the street curb shall be two and one-half feet (2-1/2'). In the areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalk shall be two feet.
- e. The minimum trunk caliper measured at six inches above the root ball for all street trees shall be no less than two (2) inches.

6. Retention Area Planting

- a. There shall be one (1) tree planted on site for every fifty (50) lineal feet of retention area perimeter. Required trees are not required to be evenly spaced around the perimeter and can be grouped within the reserve containing the retention area provided that design meets the overall design intent of planting requirements and appropriate character for the development.
- b. Retention areas may be planted to provide natural character in areas adjacent to the Plum Run stream corridor in order to maintain and enhance the native character.
- c. Jute matting is permitted as an option for shoreline protection.

7. Preservation of Trees and Wooded Areas

- a. A 'No Disturb Zone' shall be placed on lots over the twenty (20) feet adjacent to the existing Scioto Meadows subdivision. No building or

storage shall be placed and no removal of plantings of any kind shall be permitted, but the clearing of plant material that is dead, dying or posing a hazard or threat may be allowed as determined by the Urban Forester for The City of Grove City. Any portion of those areas designated as a tree preservation zone which do not contain trees or existing vegetation other than grass shall be maintained per the Grove City Property Maintenance Code. Alteration of grade is prohibited, except as approved by the City of Grove City, for utility placement, rear yard storm sewers or structures, path or street placement and in keeping with positive drainage practices and subdivision grading requirements.

- b. Existing healthy trees with a minimum of 4" diameter as measured at DBH within the 100-year floodplain or Stream Corridor Protection Zone of Plum Run shall be preserved with the exception of the need for utilities, pedestrian path, scenic overlooks, accesses and/or road crossings. Ash Trees shall be removed as directed by the City's Urban Forester.

8. Grass and Groundcover

- a. Any open space along a prominent corridor, such as Jackson Pike and London Groveport Road, shall be maintained as turf grass established by seed. Sod installations and irrigation systems shall be utilized at entries from Jackson Pike and London Groveport Road where such entries include added planting and landscape features as depicted on final development plans.
- b. Other areas of the Development not covered by landscaping shall be planted per Code (Section 1136.11).

j. Parking.

- 1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
- 2. On-Street parking will be restricted to one side of the street on public streets (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the fire department or public service. On-Street parking shall be prohibited on private streets within Subarea C that are less than 28 feet in width. Parking on one side of the street opposite hydrants shall be allowed in Subarea C where streets are wider than 28 feet.
- 3. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.

k. Signage.

1. Project signage including temporary signage, model home signage, and marketing signage is permitted under this PUD and shall comply with City Code standards, unless otherwise defined/requested with Final Development Plans. Any additional signage not approved with the Final Development Plan proposed on site shall meet code requirements and shall be approved by sign permit.

l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities.

m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.

n. Mailboxes and locations shall meet standard postal service requirements.

1. CBUs shall be located in appropriate areas as depicted on site plans, and/or as determined by the USPS and City during the site construction process.
2. All mailboxes or CBUs shall have a uniform and consistent design. These fixtures shall be decorative in appearance and shall match the quality and theme of other site fixtures within the community.
3. Landscaping shall be installed around CBUs as permitted by the USPS.

o. Playgrounds are as depicted and located on site plan exhibits.

VI. LOT STANDARDS AND AREA REQUIREMENTS

a. Subarea Standards

Sub-Area	Min. Lot Width*	Ranch / One-Story	1-1/2 & Two-Story	Sample Home Types Anticipated for Each Subarea***
A	70'	2,200	2,400	Greenfield, Hilltop, Riverton, Westchester, Allison II
B	70'	1,600	2,200	Greenfield, Hilltop, Riverton, Westchester, Allison 11, Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
C	52'	1,300		Trailblazer, Discover, Blue Rock, Passport

*Minimum lot widths shall be measured at the building line.

**A minimum of 7% of the lots in the single-family subareas shall accommodate side-

loaded garages.

***The sample home types are provided for illustration and are not the only models to be built. Other models, home elevations, and house plans are approvable subject to Section VIII of this text.

- b. The following standards shall apply to the Subareas A and B single family lots, known as Plum Run Ridge.

Min. Lot size.....	8,400 sf Sub. A and B
Max. building coverage	35%
Max. height	35'
Min. parking	4 spaces, including garages
Min. side yard setback	7.0'
Min. side yard setback adjacent R.O.W.	20'
Min. front yard setback	30' (Subarea A)
Min. front yard setback	25' (Subarea B)
Min. rear yard setback.....	20'

- c. The following standards shall apply to the Subarea C Patio/Condo Homes, known as Plum Run Preserve.

Setback - SR 665 (Existing R/W)	50' Building and Pavement
Setback (Perimeter)	25'
Max. building coverage	25%
Max. height	35'
Min. parking	4 spaces, including garages
Min. setback between units	10' total
Min. building setback from curb.....	6'
Min. building setback from sidewalk	4'
Min. rear yard areas	per plan details (+/-25')
Min. square footage	1,200 sf one and two story*

*Patio/condo homes shall include a minimum of two bedrooms on the first floor and no more than 50% of the first floor area shall be permitted on the second floor, where a second floor option is provided for.

VII. BUILDING MATERIALS AND ARCHITECTURE

The architectural character of the homes shall comply with the standards outlined in this text and provide the general character shown in the exhibits entitled ***Pulte Homes Architecture Portfolio prepared for the Communities at Plum Run*** submitted with this application and differentiated per subarea. Final building elevations shall be approved with building permits. Plans and/or elevations in addition to those submitted with this text, and after Final Development Plan approval may be also be approved with such approvals not to be unreasonably withheld, to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character

and proportions of the building elevations as submitted with this text and subject to the following standards being met:

- a. Permitted Materials. The exterior of the buildings shall be restricted to the following materials and architectural elements listed below. The primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity, cohesive design and balance among all facades. Primary exterior materials shall be:
 1. LP Smart Side and Trim or an equivalent siding product
 2. Fiber cement siding such as Hardie Plank TM
 3. Aluminum or vinyl soffits and fascia
 4. Stone, cultured stone
 5. Brick, brick veneer
 6. Single or double hung low-e vinyl windows
 7. Dimensional architectural shingles
 8. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
 9. Wood
- b. Masonry Requirements: Front – All front elevations are to include not less than 25% brick, brick veneer, stone or cultured stone, exclusive of windows, door openings and garage doors. Homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment, include appropriate massing, are traditional in character and design and include a minimum of two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake style siding elements (provided such elements are compatible with the design, style, and character of the home and subject elevation), shutters, or decorative louvers of at least 3 sq. ft.
- c. Trim Requirements: Sides and Rear Windows/Doors – 3 ½” actual minimum trim required, but not if window is bordered by masonry or includes shutters. Trim material for windows front, sides and rear maybe vinyl.
- d. Major roof elements shall have a minimum 6:12 pitch. Secondary or accent roofs may have 3:12 pitch. Roof materials shall be of a medium or dark color.
- e. Garage doors shall be paneled and of one color and material (windows shall be allowed if consistent with architectural character and theme).
- f. Overhangs and Eaves: Required 8” minimum from outside walls.
- g. Exterior Colors

1. Siding colors. Natural earth tones and/or warm neutral colors, including white. High-Chroma colors are not permitted
 2. Trim colors. Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting siding color. High- Chroma colors are not permitted.
 3. Roof Colors. Shingle colors shall be from the color range of natural materials, such as, but not limited to wood shakes, slate, etc.
- h. Basements. All homes in Subarea A shall have partial or full basements, soil conditions permitting.
- i. Garages and driveways. All homes shall have an attached, minimum two-car garage. Garage door openings shall not exceed 45% of the width of the house façade for a two-car garage or 50% of the width of the house façade for a three-car garage, including the garage.
- j. All elevations of the homes shall be articulated in a manner as to represent a similar character on all facades.
- k. Diversity. The same home design with the same front elevation shall not be constructed on lots that are adjacent to or directly across the street from one another. A lot shall be deemed to be directly across the street from any other lot that is located in whole or in part between two imaginary straight-line extensions of the side lot lines for the first lot which extend to the opposite site of the public right-of-way on which the first lot has frontage, as illustrated on and subject to the conditions noted on the Attachment “A” ***Pulte Homes Façade Diversity Standard Exhibit***. On corner lots, the diversity requirement shall be applied to the street on which the home’s front façade is located. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porch, etc. The Development Department shall have the final approval as to whether a change is “substantial.”
- l. Accessory Structures. No detached garages, sheds or other accessory structures shall be permitted.
- m. All exposed courses of foundations of all homes shall comply with chapter 1135.10 (E) of City Code.
- n. Deviations to these standards shall be approved by City Council with the Development Plan.

- o. Four-Sided Architecture – the following elements and details shall be considered “design elements” for creating the standards for four-sided architecture. All homes shall have at least one element on each elevation, no blank facades shall be permitted.
 - 1. Doors
 - 2. Porches
 - 3. A window or grouping of windows at least 6 sq. ft.
 - 4. Window mullions
 - 5. Window trim wrap
 - 6. Faux shutters
 - 7. Dormers (active and inactive)
 - 8. Bay window or bay elements
 - 9. Chimney
 - 10. Water table
 - 11. Decorative louvers of at least 3 sq. ft.
 - 12. Other design elements and materials used as accents, including but not limited to accent siding, band boards, brackets, corbels, and/or decorated A-frames; subject to approval of the Development Department.
- p. High Impact and Special Treatment Areas; (See plan exhibit of the same title.)
 - 1. “*High Impact Areas*” – High Impact Area lots are shown on plan exhibits. In such areas, where the front or side elevations of homes are exposed to the adjacent roadways a minimum of two of the design elements from the list under (n) shall be included on each such elevation.
 - 2. “*Special Treatment Areas*” – Mounding and/or landscape screening, consisting of 7 evergreen trees (minimum height of 6 feet at install), 2 deciduous trees (minimum 2 1/2" caliper at install) and 1 ornamental trees (minimum height of 7 feet at install) per 100 linear feet shall be installed in the open space areas adjacent to the sides and rears of homes backing to the Special Treatment Areas as depicted on the plan exhibits. Homes shall include four-sided architectural features as defined in (n).

VIII. PHASING

The property will be developed in phases as depicted on the Final Development Plan, subject to minor revisions necessitated by final engineering and design details.

IX. MODEL HOMES

- a. Model homes shall be permitted under City Code standards and regulations and the following additional standards shall apply:

1. Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sale of new homes.
2. Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.
3. Model home parking may be established on lots adjacent to model homes for safety and convenience during the sales process.

X. HOMEOWNERS ASSOCIATION AND PATIO/CONDOMINIUM OWNERS ASSOCIATION

- a. Prior to occupancy by any residents in single-family subareas, the developer will establish a private, forced and funded homeowners' association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.
- b. Prior to the occupancy by any residents in the patio/condominium subarea the developer will establish a Patio/Condominium Owners' Association. (COA) Control of the association shall be turned over to the residents according to Ohio Law. The Patio/Condominium homeowners will be a member of a Condominium Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio/Condominium Owners' Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the COA declaration prepared and recorded by the developer prior to occupancy.

EXHIBIT - NO DISTURB ZONES, HIGH IMPACT AREAS, AND SPECIAL TREATMENT AREAS

LEGEND

- 20' NO DISTURB AREA
- HIGH IMPACT LOTS
- SPECIAL TREATMENT AREAS



REZONING THE COMMUNITIES AT PLUM RUN Grove City, OH

MAY 5, 2022

EXHIBIT F-2

Received By:
Grove City Development
8/29/22

Black wrought iron or aluminum:



White vinyl with open lattice style top:

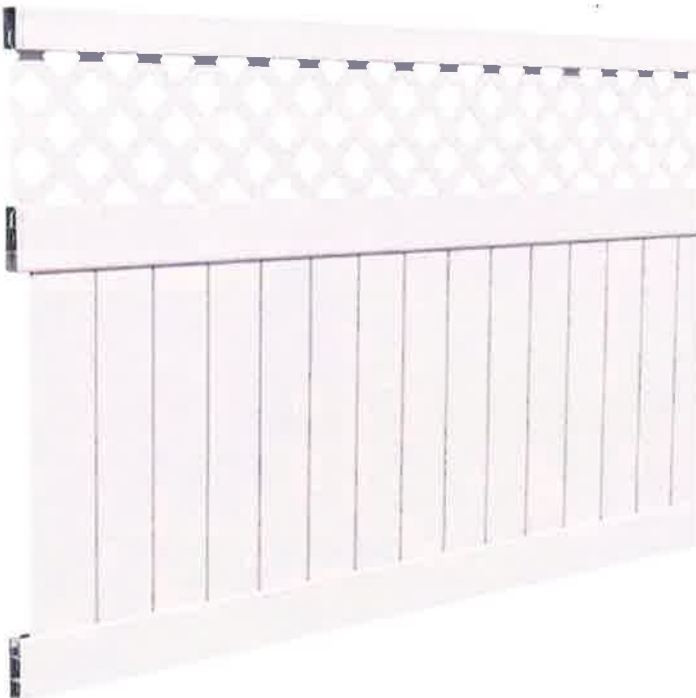


EXHIBIT F-1

Received By:
Grove City Development
8/29/22

Approved Rear-Yard Fencing:

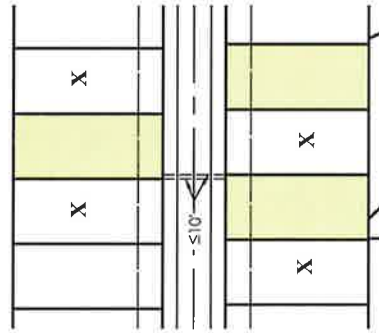
Black wrought iron or aluminum fence style shall adhere to the example below:



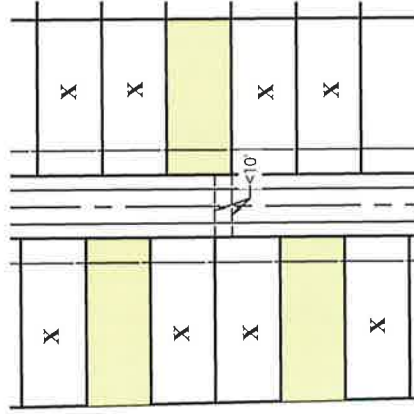
PULTE HOMES FACADE DIVERSITY STANDARD EXHIBIT

Revised By:
Dane City Development
5/3/02

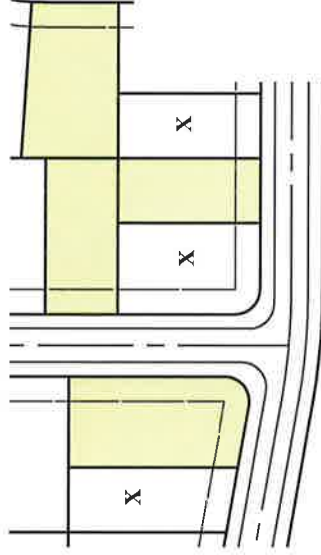
Condition 1
Front to Front
(Lot Offset ≤ 10')



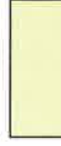
Condition 2
Front to Front
(Lot Offset > 10')



Condition 3
(Lot Separated by Street)



LEGEND:



X Prohibited Same Home Design
with the Same Front Elevation
as Subject Facade

Reserve Today
Call 800-451-4444
or visit Pulte.com



PLUM RUN COMMUNITIES

GROVE CITY, OHIO

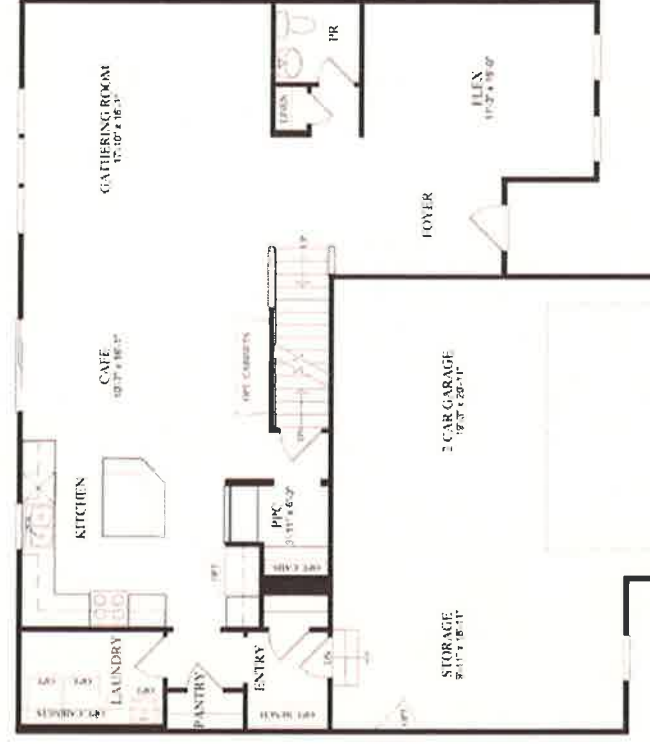
YOUR PLUM RUN RIDGE HOME, GREENFIELD

Greenfield
2,609+ Sq./Ft.
4 Bed, 2.5 Bath



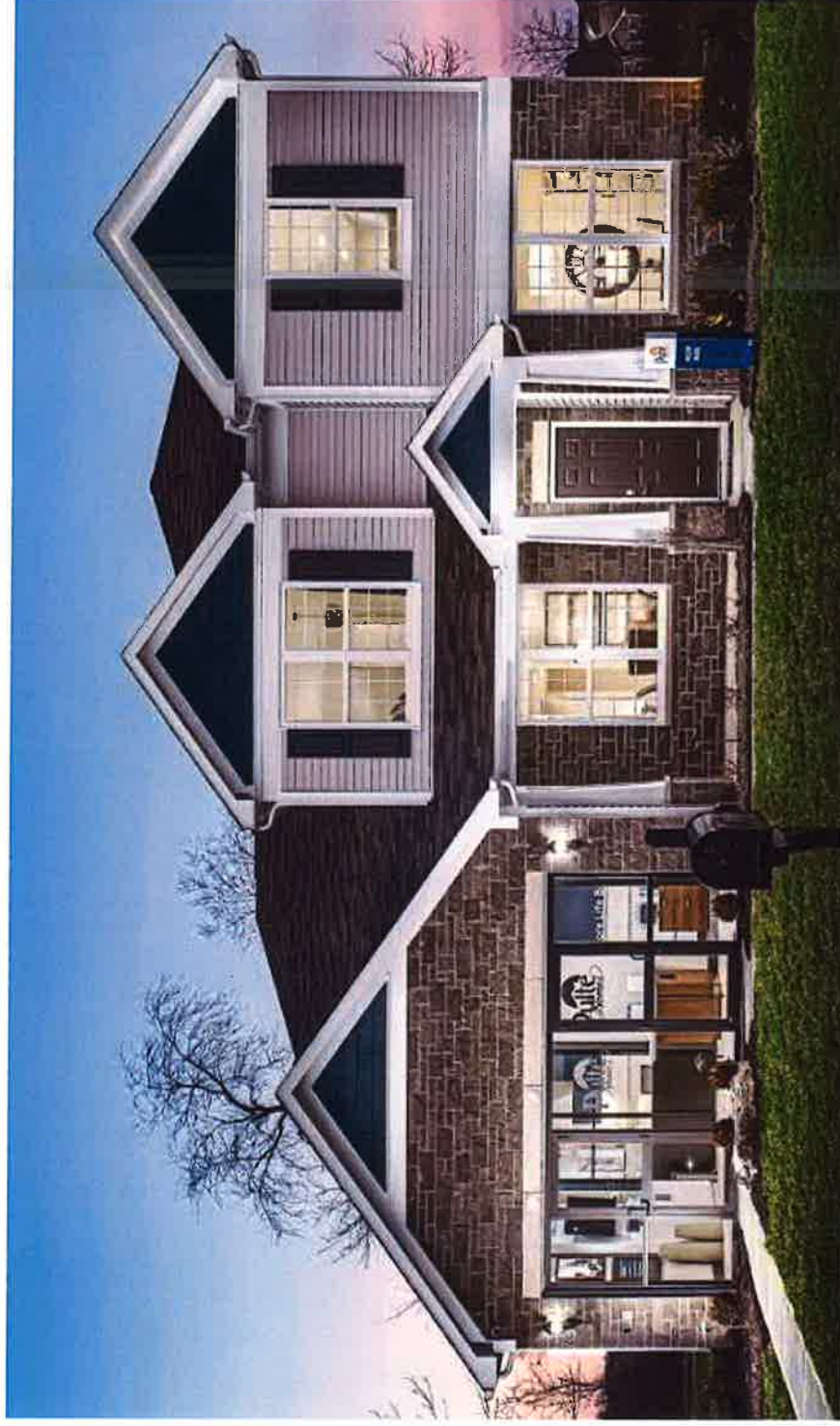
YOUR PLUM RIDGE HOME, GREENFIELD

Greenfield
2,609+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, HILLTOP

Hilltop
2,889+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, HILLTOP

Hilltop
2,889+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, RIVERTON

Riverton
3,126+ Sq./Ft.
4 Bed, 2.5 Bath

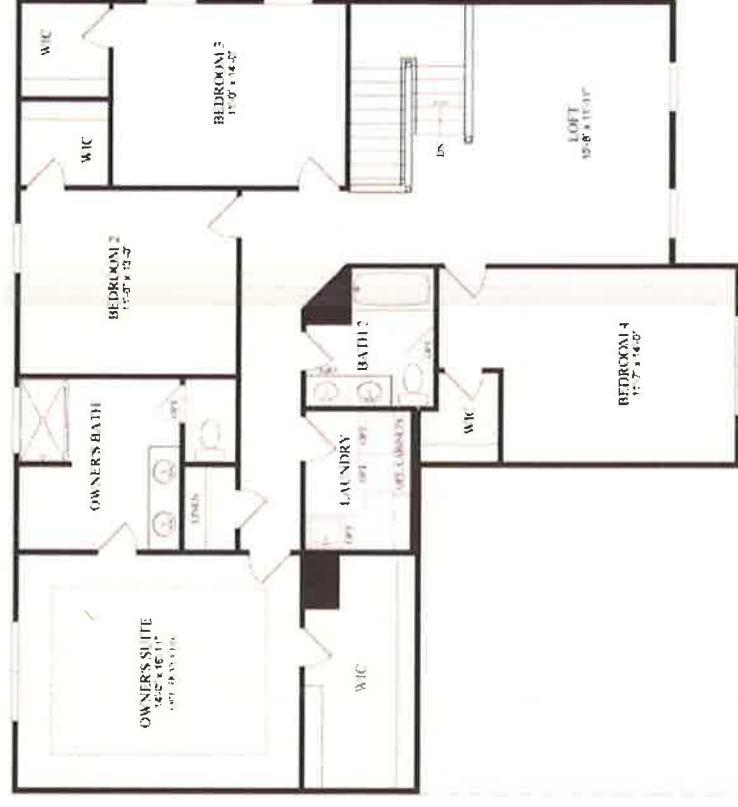
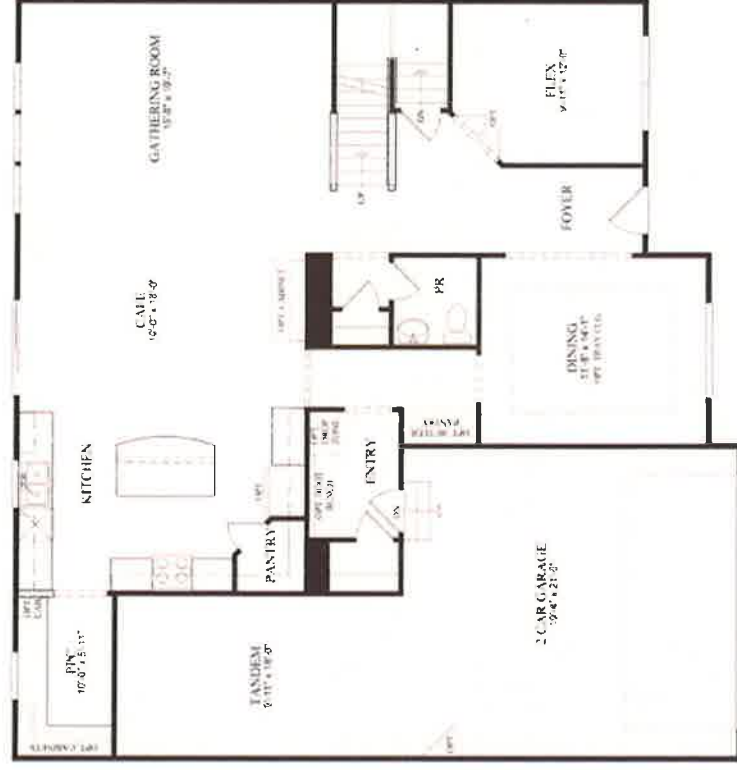


YOUR PLUM RUN RIDGE HOME, RIVERTON

Riverton

3,126+ Sq./Ft.

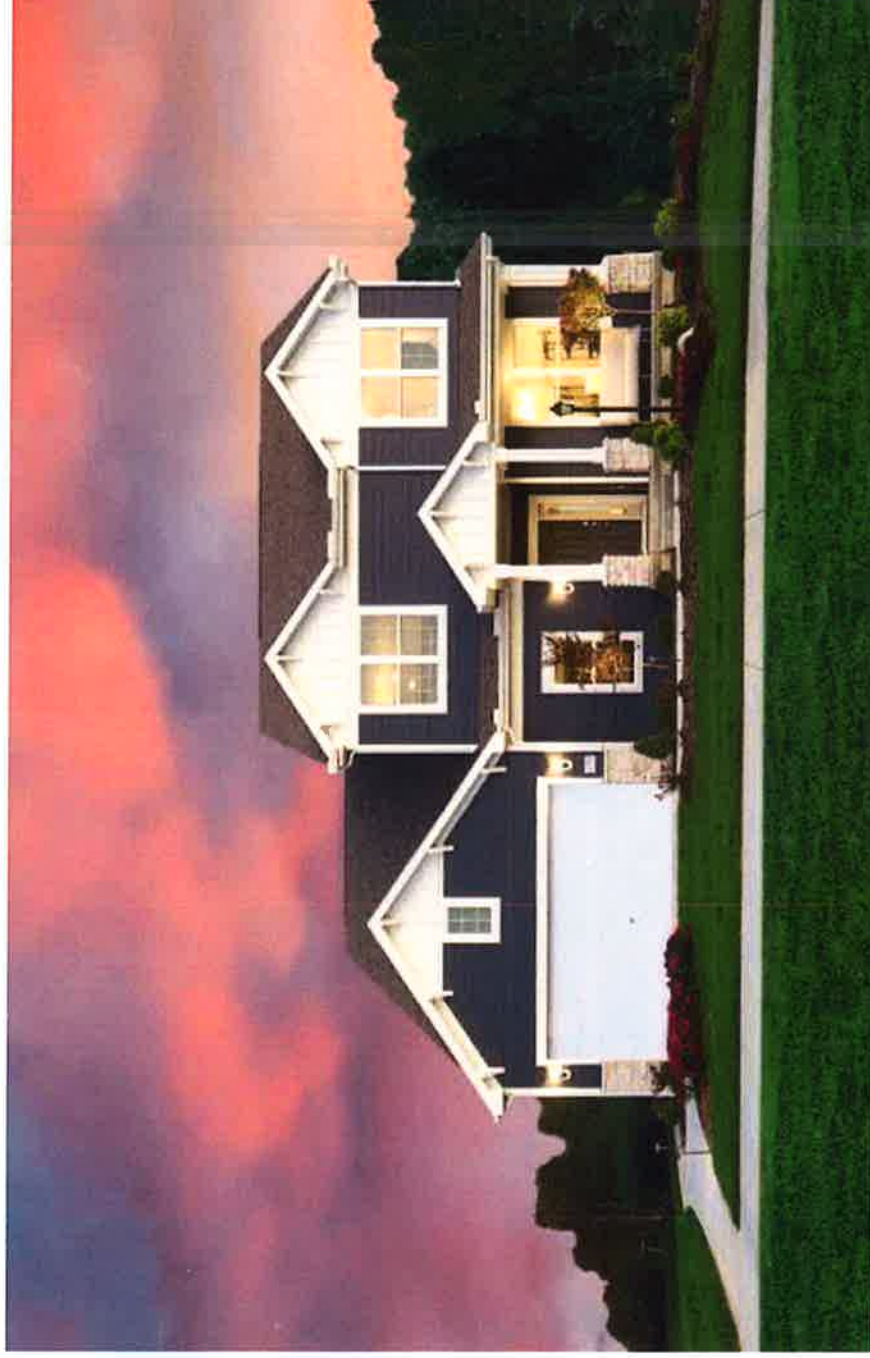
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, WESTCHESTER

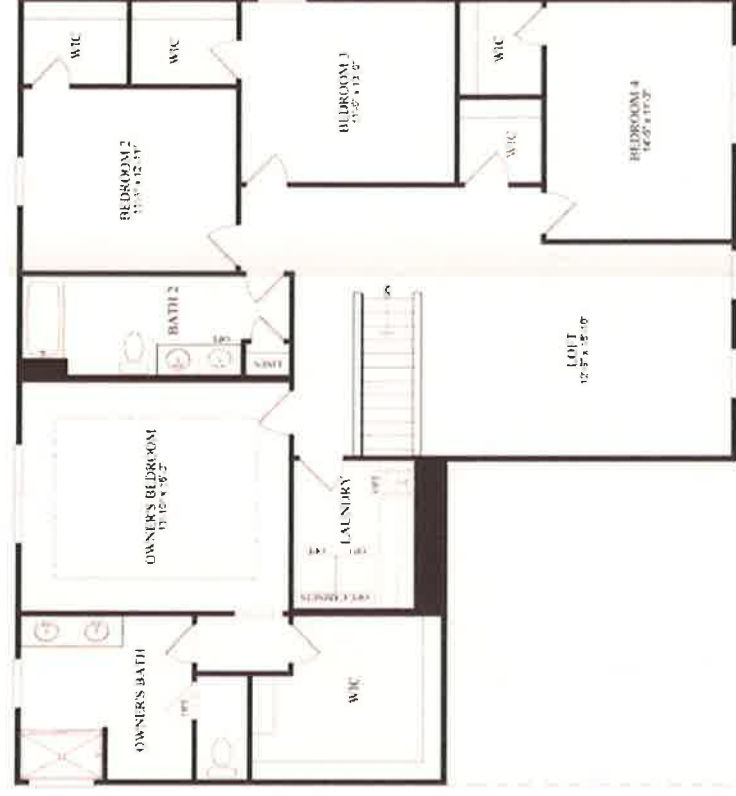
Westchester

3,300+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, WESTCHESTER

Westchester
3,300+ Sq./Ft.
4 Bed, 2.5 Bath



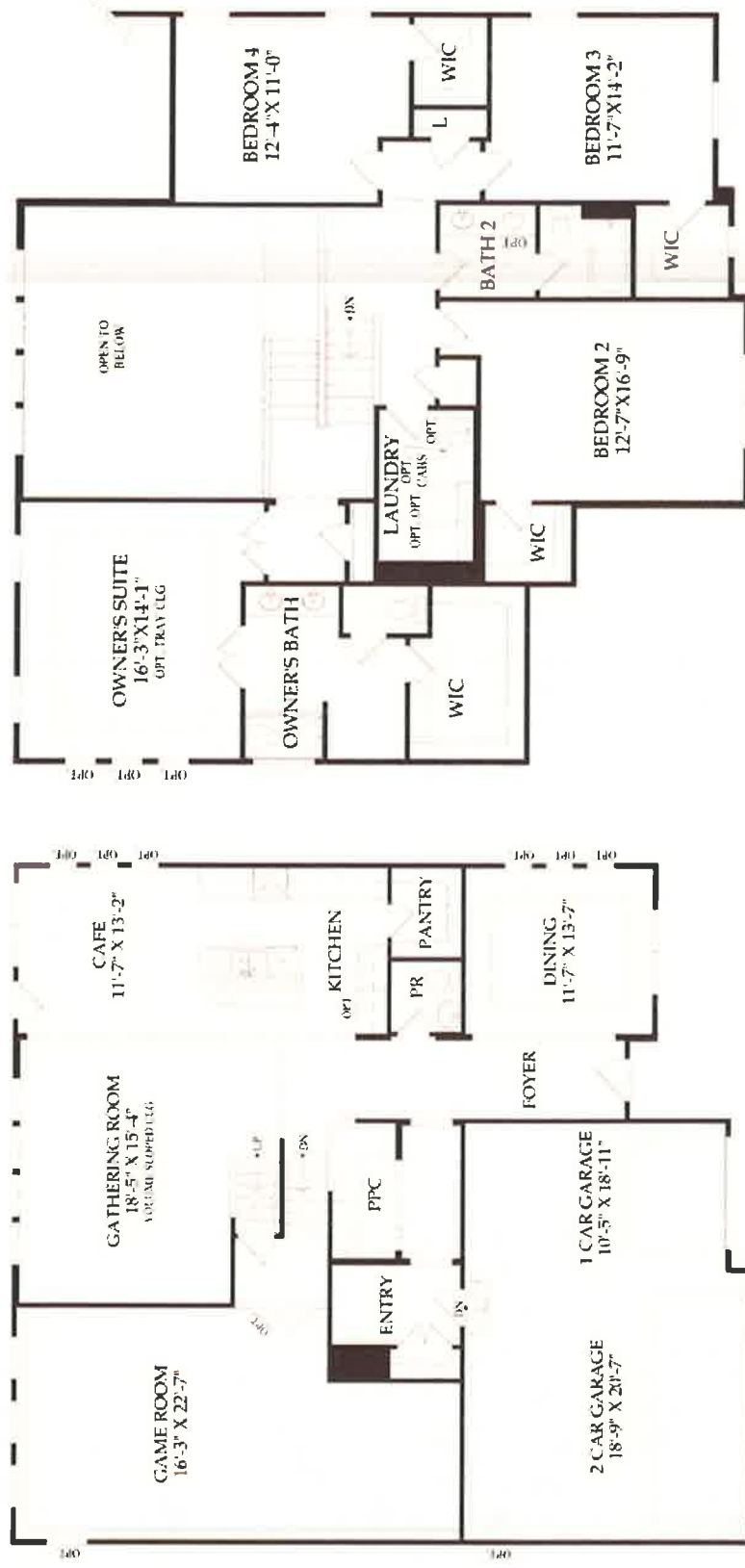
YOUR PLUM RUN RIDGE HOME, ALLISON

Allison
3,337+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, ALLISON

Allison
3,337+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, NEWBERRY

Newberry
2,376+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, NEWBERRY

Newberry
2,376+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

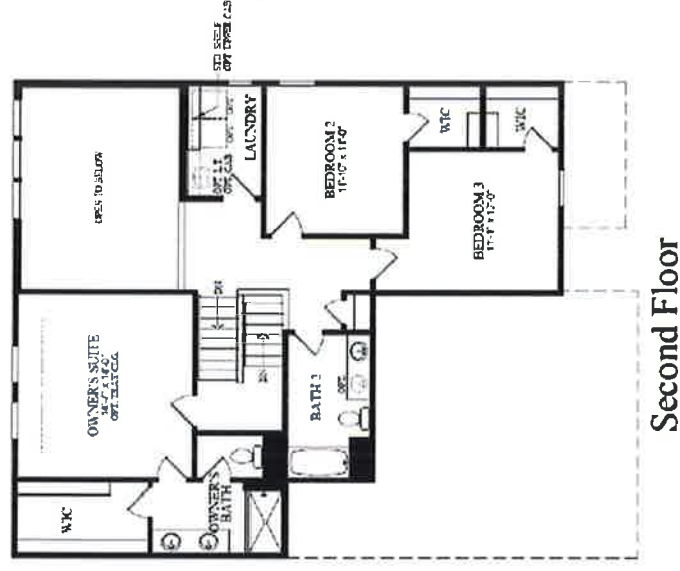
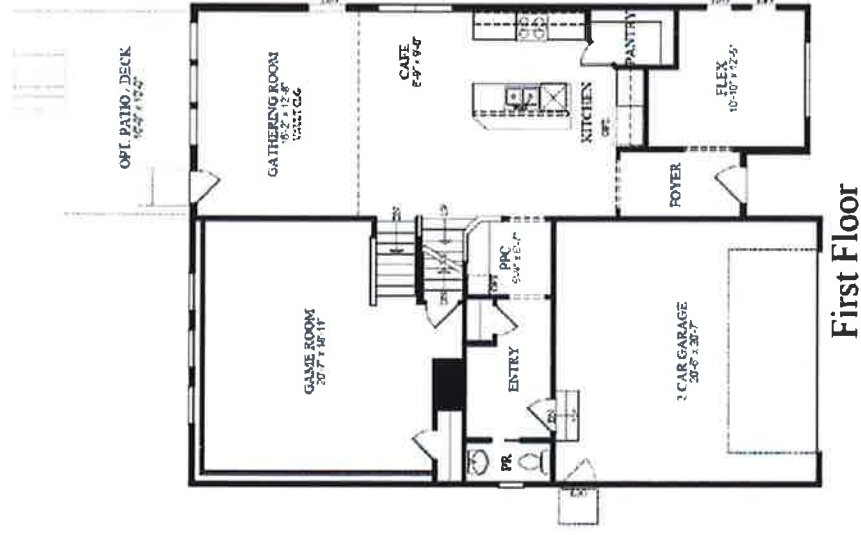
YOUR PLUM RUN RIDGE HOME, LINWOOD

Linwood
2,456+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RIDGE RUN HOME, LINWOOD

Linwood
2,456+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, MERCER

Mercer
2,605+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, MERCER

Mercer
2,605+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

YOUR PLUM RUN RIDGE HOME, CONTINENTAL

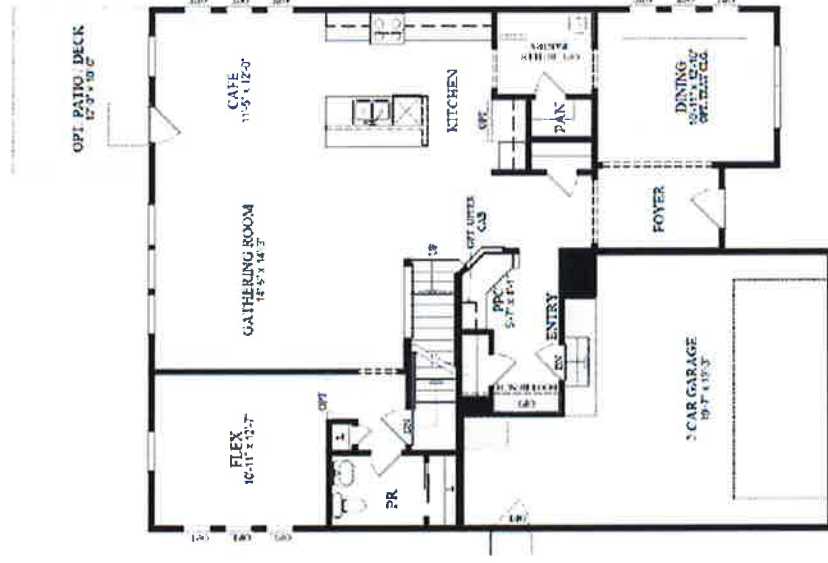
Continental

2,873+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, CONTINENTAL

Continental
2,873+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

YOUR PLUM RUN RIDGE HOME, PROSPERITY

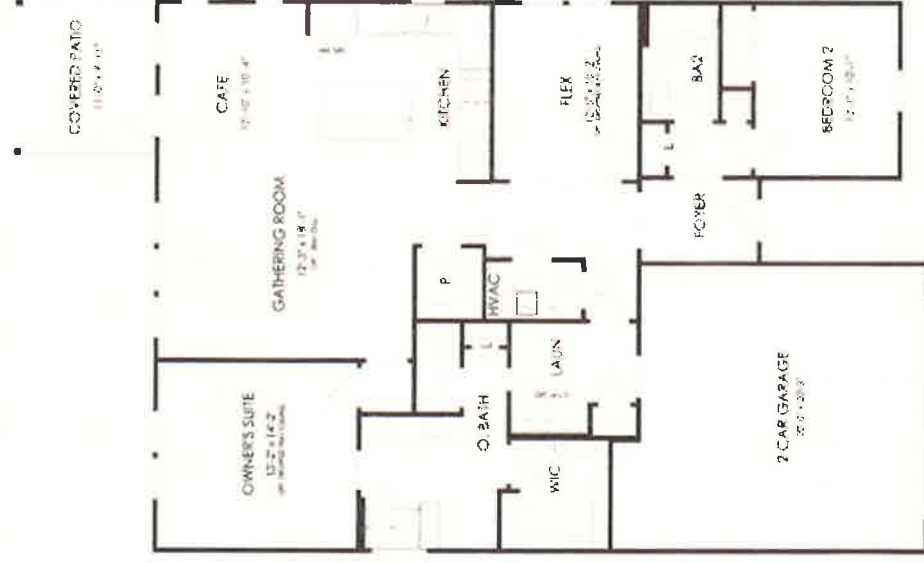
Prosperity

1,646+ Sq./Ft.
2 Bed, 2 Bath



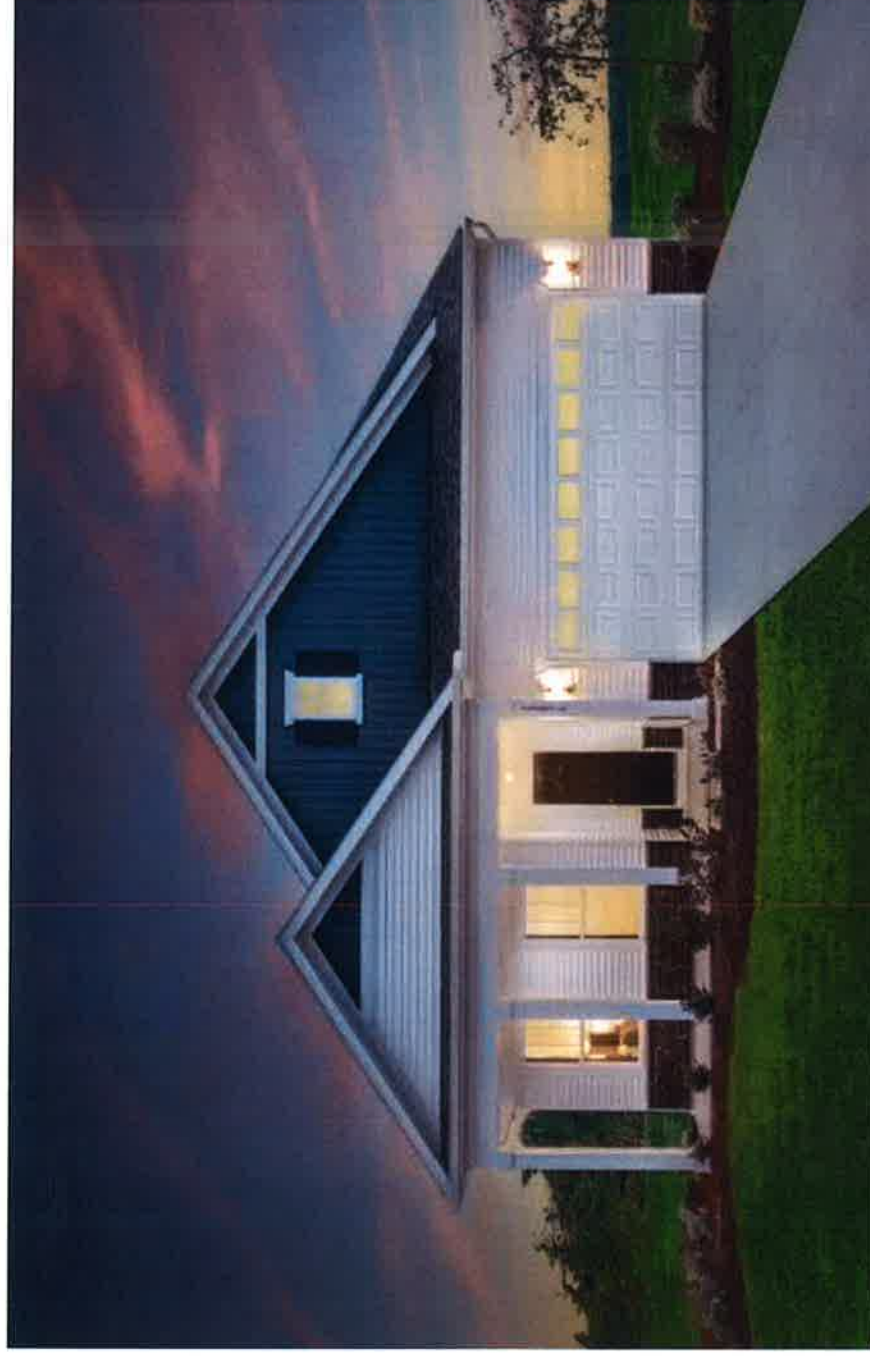
YOUR PLUM RUN RIDGE HOME, PROSPERITY

Prosperity
1,646+ Sq./Ft.
2 Bed, 2 Bath



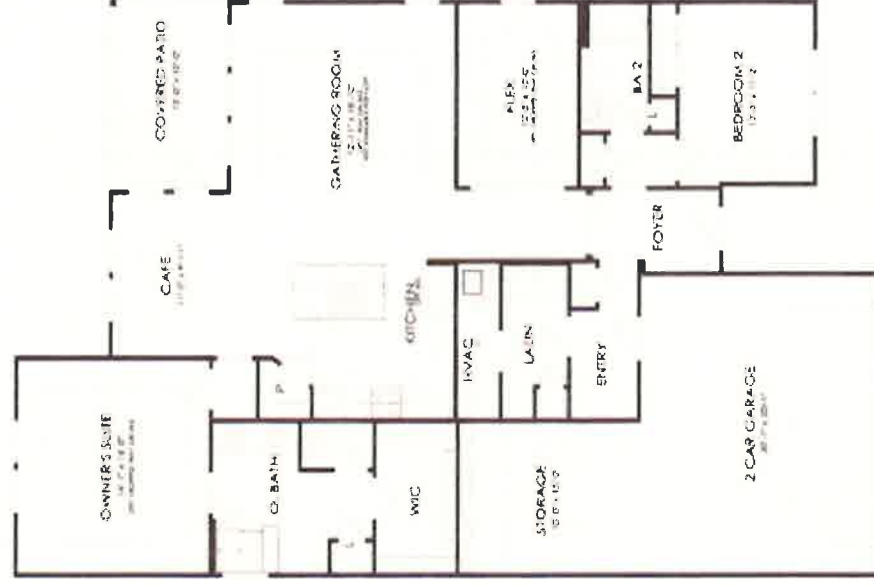
YOUR PLUM RUN RIDGE HOME, MYSTIQUE

Mystique
1,841+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RIDGE HOME, MYSTIQUE

Mystique
1,841+ Sq./Ft.
2 Bed, 2 Bath



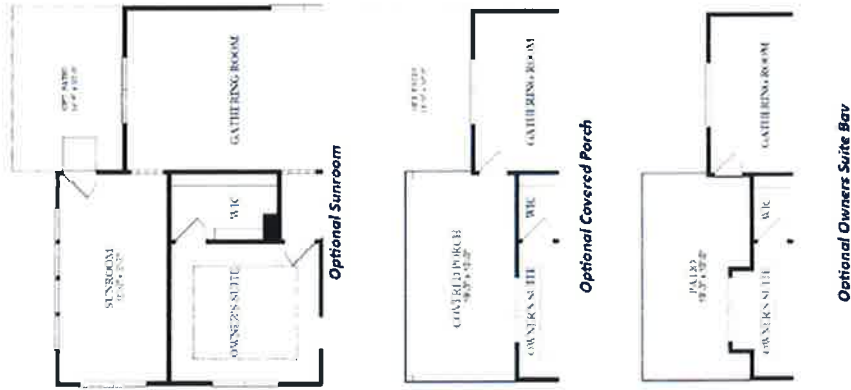
YOUR PLUM RUN PRESERVE HOME, DISCOVER

Discover
1,386+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RUN PRESERVE HOME, DISCOVER

Discover
1,386+ Sq./Ft.
2 Bed, 2 Bath



Floor plans



First Floor



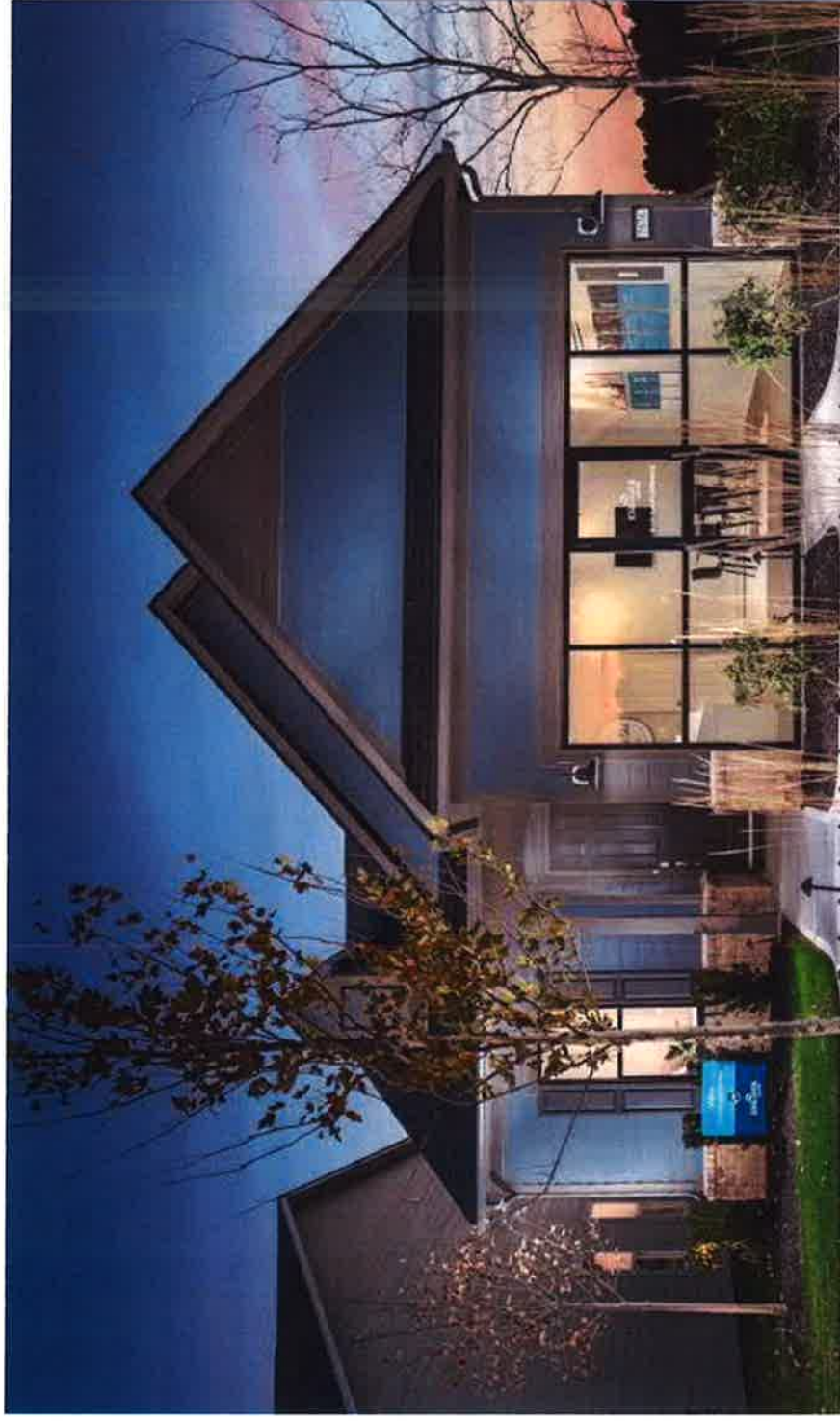
Optional Second Floor



Optional loft

YOUR PLUM RUN PRESERVE HOME, BLUE ROCK

Blue Rock
1,489+ Sq./Ft.
2 Bed, 2 Bath

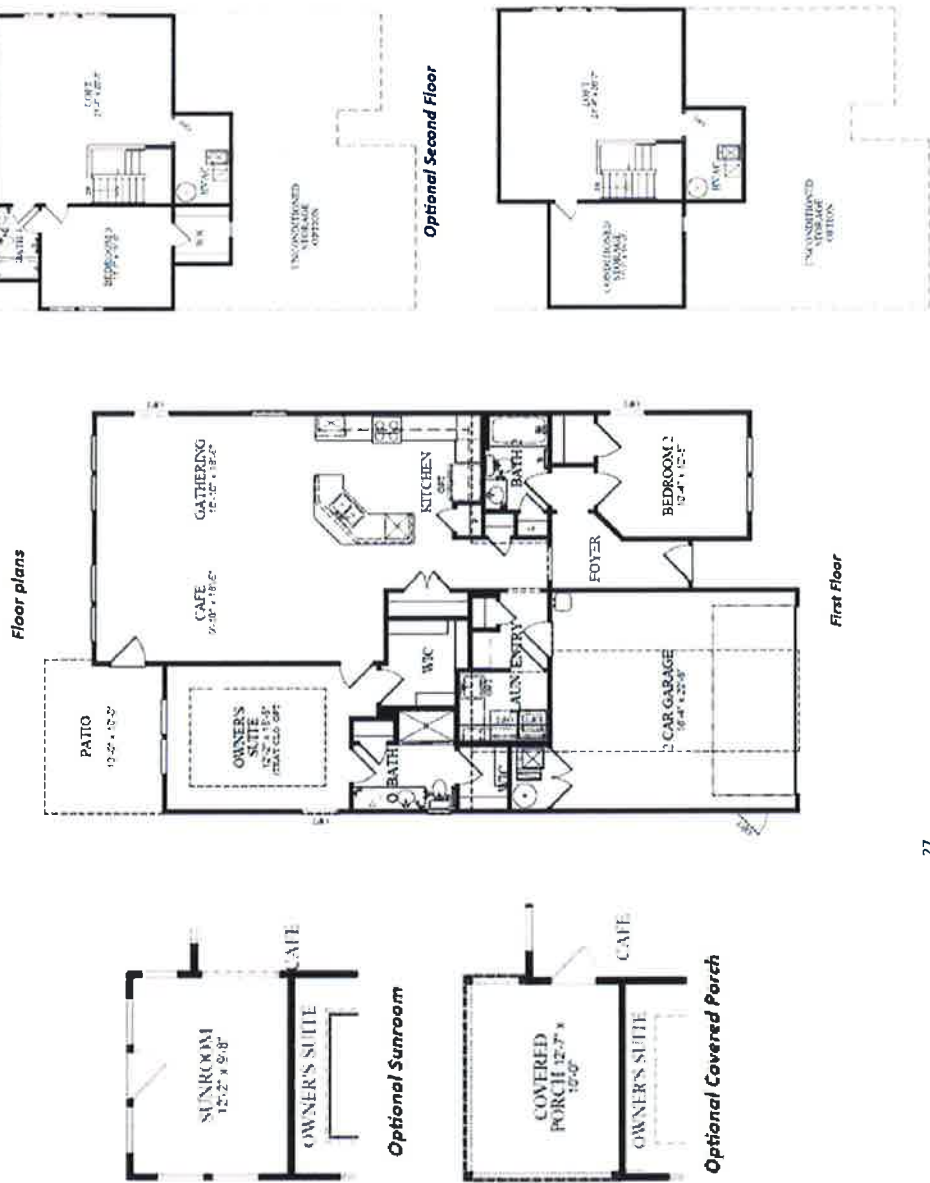


YOUR PLUM RUN PRESERVE HOME, BLUE ROCK

Blue Rock

1,489+ Sq./Ft.

2 Bed, 2 Bath



YOUR PLUM RUN PRESERVE HOME, PASSPORT

Passport
1,503+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RUN PRESERVE HOME, PASSPORT

Passport
1,503+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RUN PRESERVE HOME, TRAILBLAZER

Trailblazer

1,222+ Sq./Ft.
2 Bed, 2 Bath



DEVELOPMENT DATA

Gross Area:	+/- 144.27
Permitted Uses:	Residential - Detached Single-Family Dwellings Residential - Detached Patio/Condominium Dwellings Parks and Open Space
Total Units:	360
Subarea A (Single-Family 70):	28
Subarea B (Single-Family 70):	238
Subarea C (Patio Homes):	94
Gross Density:	2.49 D.U./Ac
Open Space Required*:	+/- 19.66 Ac.
Open Space Provided**:	+/- 21.31 Ac.
Other Green Space Provided***:	+/- 27.14 Ac.
Total Open and Green Space Provided:	+/- 48.45 Ac.

*Calculated per 1101.09(b)(2)(8)
 **Areas designated to meet 1101.09(b)(1)
 ***Areas provided for additional public benefit beyond minimum standards



EX C

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

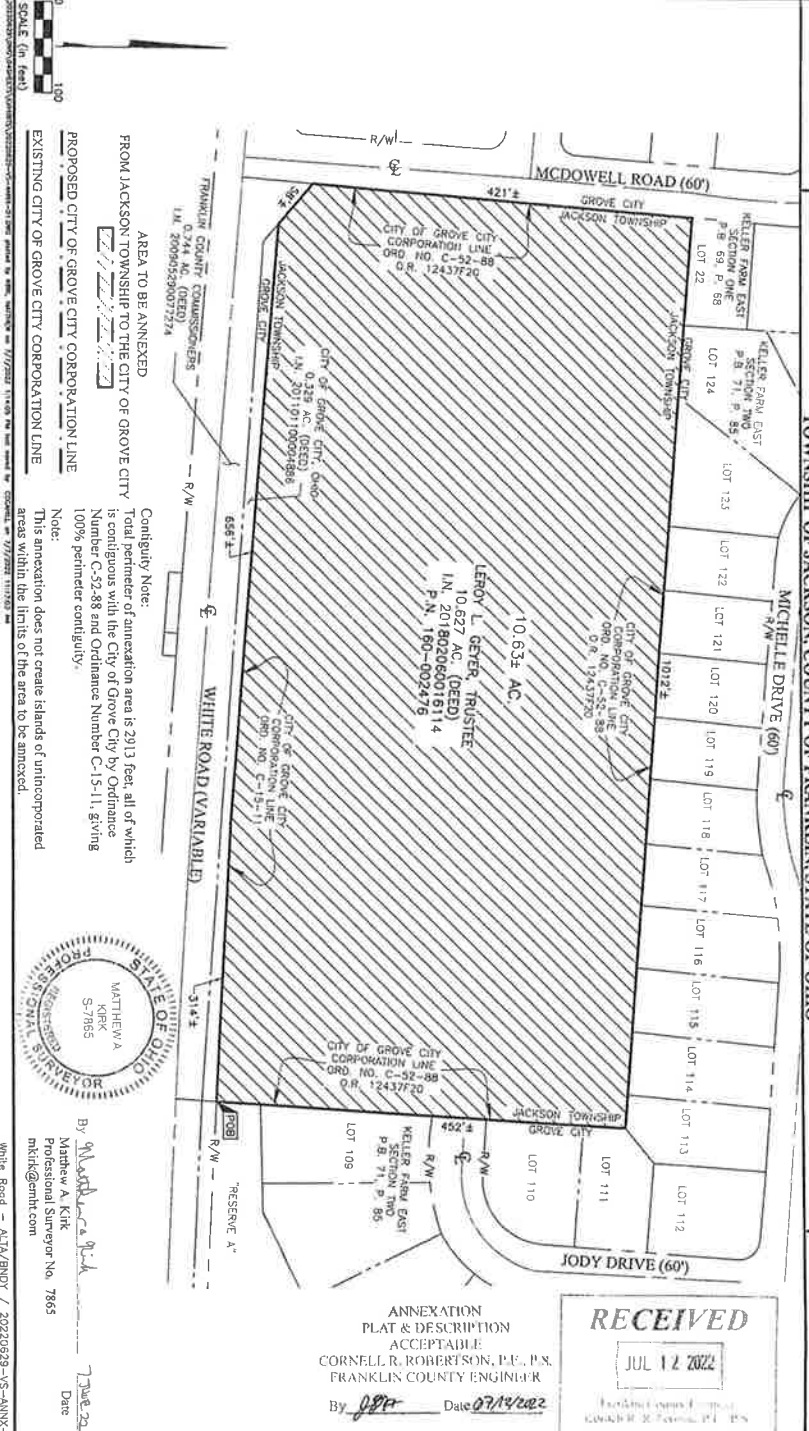
Passed:



PROPOSED ANNEXATION OF 10.63 ± ACRE FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

SURVEY NO. 8231
VIRGINIA MILITARY DISTRICT
TOWNSHIP OF JACKSON, COUNTY OF FRANKLIN, STATE OF OHIO

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

Contiguity Note:
Total perimeter of annexation area is 2913 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.

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: *7/14/22*

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

By: *CR* Date: *07/14/2022*

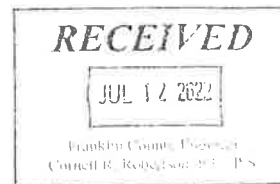


ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By CR 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: 09/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-56-22
1st Reading: 09/19/22
Public Notice: _____
2nd Reading: Postponement requested
Passed: _____ Rejected: to 11-07-22
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-56-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR COMMUNITIES AT PLUM RUN LOCATED NORTH OF S.R. 665 AND EAST OF S.R. 104

WHEREAS, on September 06, 2022, the Planning Commission recommended approval of the Development Plan for Communities at Plum Run with the following stipulation:

1. Mounding, 3 to 4 feet in height, shall be installed along the east property line of Subarea C, where adjacent to 790 London-Groveport Road. The mounding shall include one row of evergreen trees planted along the top and one row between the mounding and the property line.

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 Communities at Plum Run located North of S.R. 665 and East of S.R. 104, 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 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: 11/01/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Clerk
Approved: Mr. Schottke
Emergency: 30 Days
Current Expense:

No.: CR-59-22
1st Reading: 11/07/22
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-59-22

A RESOLUTION APPEALING THE DECISION OF THE BOARD OF ZONING APPEALS GRANTING A VARIANCE TO WAIVE THE SCREENING FOR A ROOFTOP MECHANICAL UNIT AND PLATFORM FOR MID-OHIO FOOD COLLECTIVE LOCATED AT 3960 BROOKHAM DRIVE

WHEREAS, on September 26, 2022 the Board of Zoning Appeals granted a variance to waive the screening requirements for a 16' tall rooftop mechanical unit and platform for Mid-Ohio Food Collective located at 3960 Brookham Drive; and

WHEREAS, in accordance with 1133.07 of the Codified Ordinances of the City of Grove City, Ohio, any aggrieved person or any elected official of the City may appeal a decision of the Board of Zoning Appeals to Council; and

WHEREAS, an appeal has been filed with the Clerk of Council against said variance.

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

SECTION 1. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted for a waiver to the screening requirements for a rooftop mechanical unit and platform for Mid-Ohio Food Collective, located at 3960 Brookham Drive, is hereby repealed.

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. Schottke
Committee: Lands
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-60-22
1st Reading: 11/07/22
Public Notice: 0 / /22
2nd Reading: 0 / /22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-60-22

A RESOLUTION SUPPORTING THE INSTALLATION OF A PERFORMING ARTS STAGE ON THE OLD LIBRARY SITE

WHEREAS, in 2017, this Council enacted Resolution CR-46-17 to seek proposals for the redevelopment of the old library site in the Town Center area; and

WHEREAS, in 2019, this Council enacted Ordinance C-59-19 to preserve open space within the Town Center, specifically the old library site, for a park and performance space; and

WHEREAS, based on the foregoing, the Administration has provided a conceptual drawing of a 30' x 40' performing arts stage for the old library site.

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

SECTION 1. This Council agrees, in principle, to support the installation of a performing arts stage similar to what is shown in Exhibit A for the old library site in a location as generally shown in Exhibit B.

SECTION 2. This resolution 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

Resolution is correct as to form.

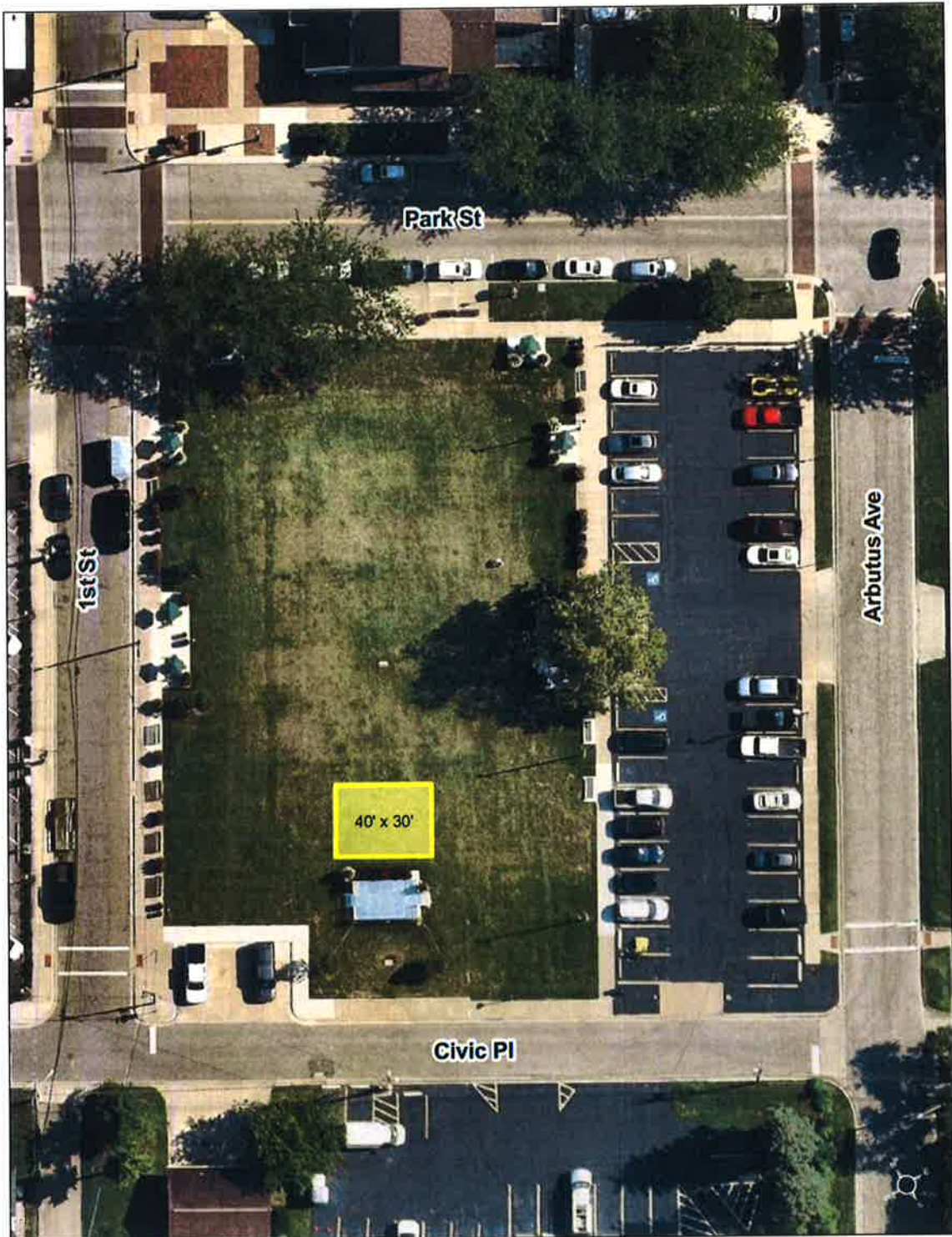
Stephen J. Smith, Director of Law

CR-60-22

EXHIBIT A



EXHIBIT B



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

Pinnacle Park Dr

Holton Rd



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 B. Horner, MAI

james@hornerappraisal.com

Samuel B. Horner, MAI, AI-GRS

sam@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. Horner, 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 "Creeside 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.

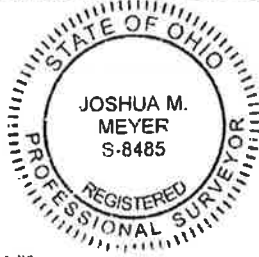
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

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:djf
4.940 ac 20200725-VS-BNDY-01.docx

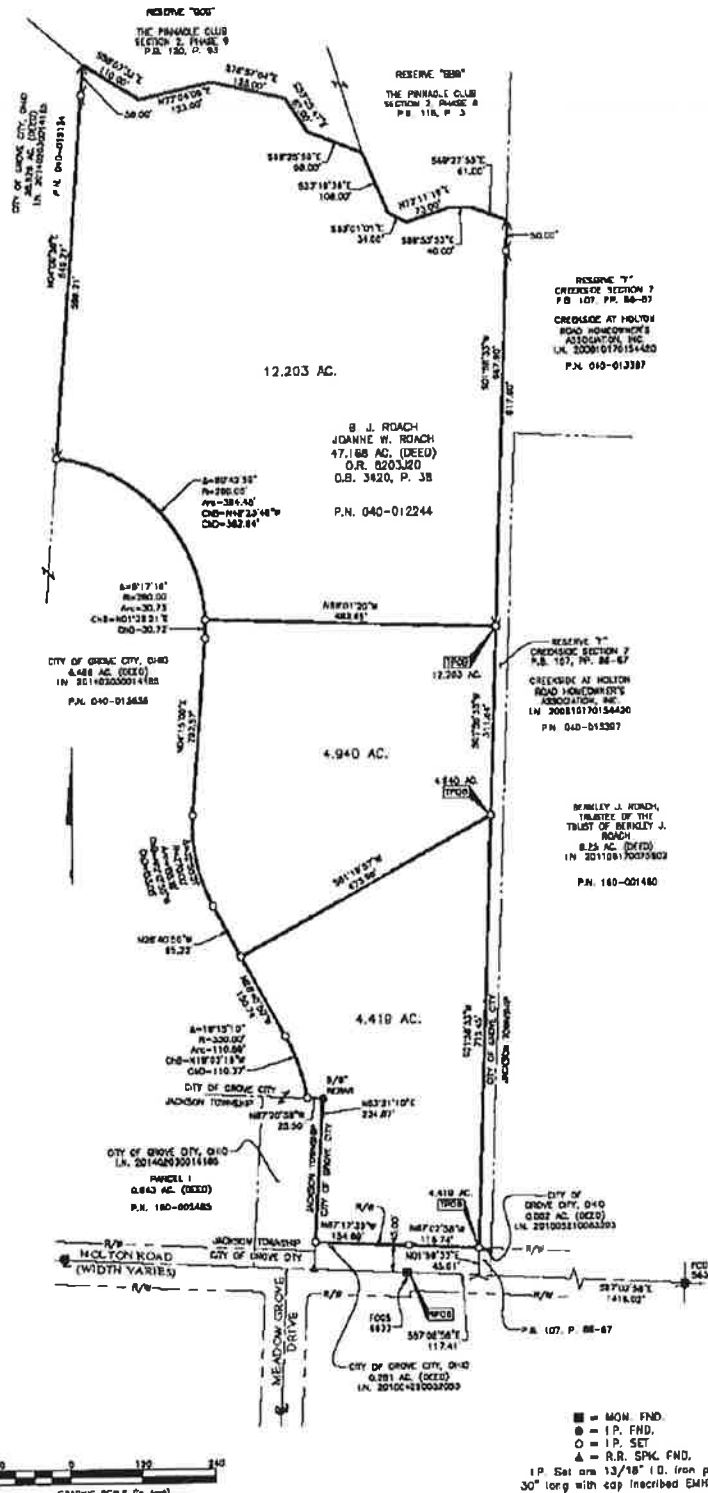
SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY DISTRICT SURVEY NUMBER 6840

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

EXHIBIT

B



BASIS OF BEARINGS.
The bearings are based on the Ohio State Plane Coordinate System, South Zone, per AD83 (1986 adjustment). Control for bearings was from corner of monument FGS 5546 and FGS 5539, having a bearing of North 10° 42' East for a portion of the perimeter of Wood & Road, established by the Franklin County Engineering Department.

SURVEY NOTE:
This survey was prepared using documents of record, prior plat of survey, and other evidence located by an actual field survey.

By: **John M. Myer**
Professional Surveyor No. 6485
jmyer@emht.com

Date

EMHT		Date	November 2, 2021												
Survey, Mapping, Engineering & Technology, Inc. Engineers • Surveyors • Planners • Builders 200 New Albany Road, Columbus, OH 43220 Phone 614.738.2000 Fax 614.738.2001 www.emht.com		Scale:	1" = 120'												
		Job No:	2020-0725												
		Sheet:	1 of 1												
<table border="1"> <thead> <tr> <th>DATE</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>				DATE	REVISIONS										
DATE	REVISIONS														

JMS/TM / 20200725-VS-SH01-01

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:

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

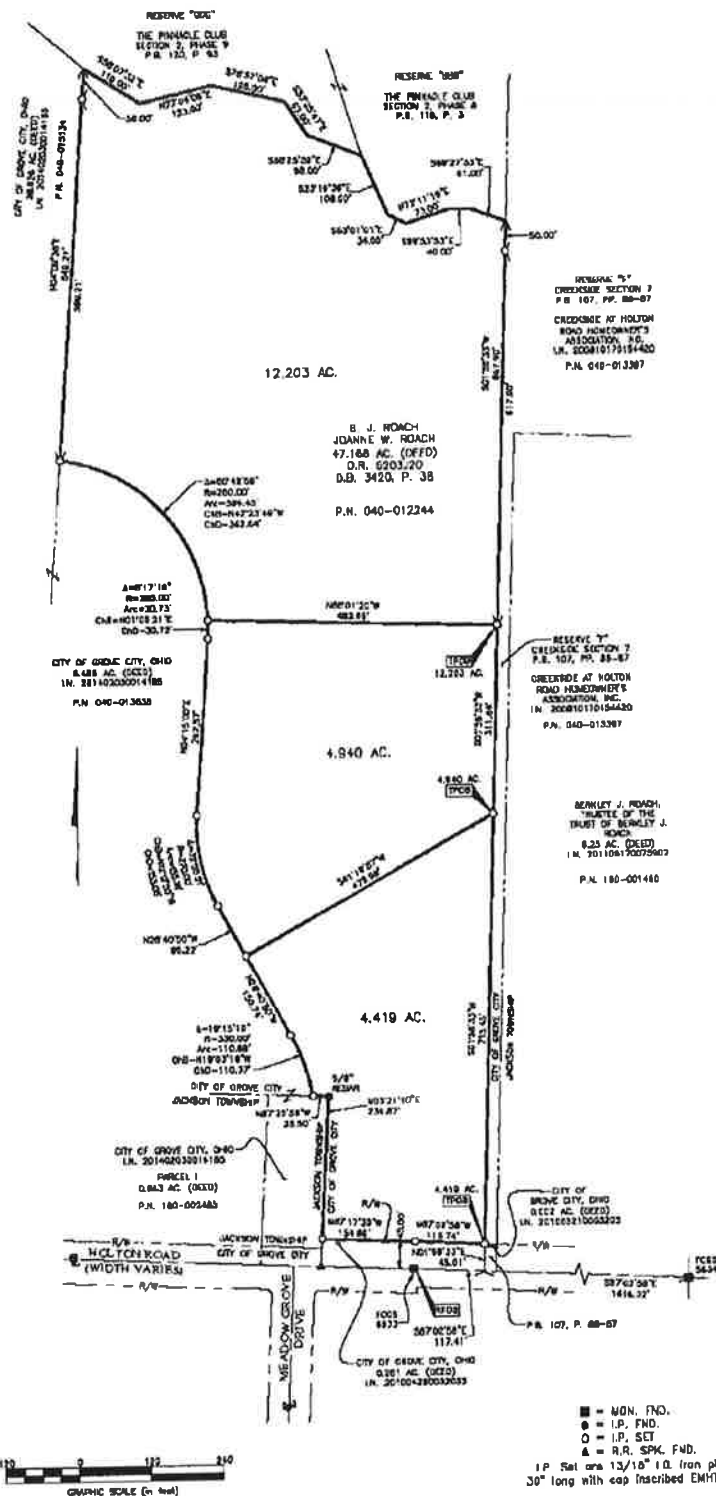
Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM:djl
4_940 ac 20200725-VS-BNJJY-01 docx

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

b



BASIS OF BEARINGS:
The bearings are based on the Ohio State Plane Coordinate System, South Zone, pair NAD83 (1986 adjustment). Control for bearings was from coordinates of monumented PCOs 5348 and 5353, having a bearing of North 02° 31' 40" East for a portion of the centerline of Moore Road, established by the Franklin County Engineering Department.

SURVAY NOTE:
This survey was prepared using documents of record, prior to a survey, and observed evidence located by an actual field survey.

By
Joshua M. Meyer
Professional Surveyor No. 8483
jmeyer@att.net

Date:

[illegible]

JAN 11 1971 / 20100713-VS-BWCY-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

C-68-22
EXHIBIT A

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
181 NORTH HIGH STREET, SUITE B
COLUMBUS, OHIO 43215
TEL. 614/244-8383

James R. Horner, MAI
jhorner@hornerappraisal.com

Samuel R. Horner, MAI, AI-GRS
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)

3387 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.

Page 3

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
