

ORDINANCE C-38-09

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT TO PURCHASE 5100 JACKSON PIKE AND TO APPROPRIATE \$155,000.00 FROM THE STREET FUND FOR THE CURRENT EXPENSE OF SAID PURCHASE

WHEREAS, the City of Grove City, Ohio has determined it to be in the public interest to acquire 5100 Jackson Pike, parcel no. 160-001692, for the future extension of Holton Road east of Jackson Pike; and

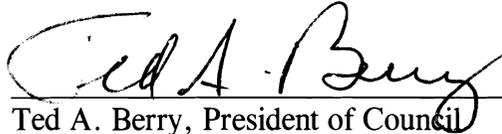
WHEREAS, an agreement has been reached with the property owner contingent upon the approval of City Council.

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

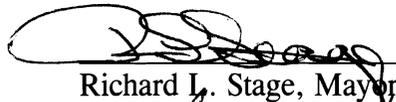
SECTION 1. The City Administrator is hereby authorized to enter into a purchase agreement for 5100 Jackson Pike, Parcel No. 160-001692, attached hereto as Exhibit "A".

SECTION 2. There is hereby appropriated \$155,000.00 from the unappropriated monies of the Street Fund, into Account #101-1000-6200-710, for the current expense of said purchase.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

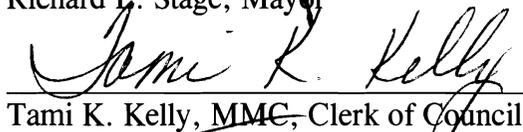

Ted A. Berry, President of Council

Passed: 7-06-09

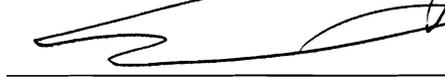

Richard L. Stage, Mayor

Effective: 7-06-09

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-38-09
EXHIBIT "A"

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the ____ day of _____, 2009 (the "Effective Date"), by and between **Penelope F. Specht**, an unmarried individual ("Seller"), whose address is 5100 Jackson Pike, Columbus, Ohio 43137, 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 tract of improved real property located at 5100 Jackson Pike, Columbus, Ohio 43137, and known as Franklin County Auditor's Tax Parcel No. 160-001692, containing approximately 0.53 acres and being legally described on Exhibit "A", attached hereto and made a part hereof (said real property, together with all improvements, appurtenances and hereditaments thereto, shall be referred to as the "Property").

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in the Property, at the price and on the terms and conditions hereinafter set forth.

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:

ARTICLE I
PURCHASE AND SALE OF REAL PROPERTY

1.01 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.

ARTICLE II
PURCHASE PRICE

2.01 Amount of Purchase Price. The purchase price for the Property shall be One Hundred Fifty-Five Thousand Dollars (\$155,000.00), payable to Seller at Closing, in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

ARTICLE III
CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction or waiver of the contingencies set forth in Section 3.02 below (the "Contingencies"), on or before the Closing Date, as hereinafter defined.

3.02 Contingencies. The Contingencies are as follows:

- (a) Buyer shall determine that the Property (or a substantial portion thereof) is not located within a flood plain and that the Property shall have drainage conditions acceptable to Buyer;
- (b) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Property, or the cancellation of any and all easements encumbering the Property, which may be necessary or desirable for Buyer's proposed use and development of the Property;
- (c) Buyer shall satisfy itself, in its sole discretion, as to the environmental condition of the Property; and
- (d) Buyer shall obtain the approval of the City Council of the City of Grove City regarding the terms of this Agreement and the transaction contemplated hereby.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the Closing Date, Buyer gives to Seller notice of Buyer's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate, in which case both parties shall be fully released from all further liability and obligations hereunder.

ARTICLE IV SUBMISSION MATERIALS

4.01 Seller's Cooperation. Seller shall, within five (5) days after the Effective Date, submit to Buyer the following information and/or materials for use by Buyer in preparation for the purchase of the Property, if available and in Seller's possession:

- (a) A copy of prior surveys, environmental assessments, title policies, structural and engineering reports, construction drawings and similar types of records concerning the Property;
- (b) Appraisals or market studies obtained by Seller for the Property in the last two (2) years;
- (c) The most recent real estate tax bill; and
- (d) All agreements relating to the Property, including any leases, executory contracts, purchase options or rights of first refusal or tax abatement or similar arrangements.

Seller hereby agrees to cooperate with Buyer in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

All materials provided to Buyer pursuant to this Article IV shall be deemed confidential. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand.

ARTICLE V
EVIDENCE OF TITLE

5.01 Title Commitment. Within ten (10) days after the Effective Date, Buyer shall obtain an American Land Title Association (ALTA) Commitment for Title Insurance (the "Title Commitment") issued by Stewart Title Agency of Columbus, Inc. (the "Title Insurance Company"), pursuant to which the Title Insurance Company shall commit to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06), certified to at least the Effective Date of this Agreement, in the full amount of the purchase price, showing in Seller good and marketable title to the Property, free and clear of the standard printed exceptions contained in Schedule B of said commitment and final policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following:

- (a) Those created or assumed by Buyer;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's intended use of the Property;
- (c) Real estate taxes which are a lien on the Property but which are not yet due and payable; and
- (d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Buyer's intended use of the Property.

The Title Commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Property, and shall provide insurance coverage in respect to all of such appurtenant rights. The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Property.

5.02 Endorsement at Closing. At the Closing, Buyer shall be permitted to obtain endorsements to the Title Commitment updating it and showing no change in the state of the title to the Property. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for in accordance with the terms of Section 9.01.

5.03 Survey. Buyer may, at its sole cost and expense, obtain a current ALTA survey of the Property, prepared by a surveyor registered in the State of Ohio (the "Survey"). The Survey shall include a legal description of the Property and shall be certified by the surveyor to Buyer and the Title Insurance Company. Subject to the approval of the Title Insurance Company, the legal description set forth on the Survey shall be used in the Title Commitment and policy and in all documents of transfer contemplated hereby. The Survey shall be sufficient to waive or insure over any and all questions or survey. The Survey shall show: (a) the Property is not subject to any discrepancies, conflicts in boundaries, shortages in area, nor subject to any encroachments of any kind; (b) total acreage of the Property, all perimeter lines, all easements and rights-of-way (whether underground, surface or other and whether recorded or observable by physical inspection) for access, travel, transmission of energy or for drainage purposes; and (c) all roads or highways abutting the Property or providing access thereto, and all adjacent landowners.

5.04 Defects. In the event that an examination of either the Title Commitment (including any endorsements) or the Survey furnished hereunder discloses any matter adversely affecting title to the Property, or if title to the Property is not marketable, or if the Property is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Survey (the foregoing collectively referred to as "Defects"), Buyer shall, within ten (10) days after Buyer's receipt of the Survey and the Title Commitment, notify Seller thereof and Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to cure or remove any such Defects. If Seller is unable to cure or remove the Defects within said thirty (30) day period, Seller shall immediately give notice thereof and Buyer shall have ten (10) days after receipt of such notice within which to make its election to either (a) to accept title to the Property subject to such Defects; or (b) withdraw from this transaction and terminate this Agreement, in which event both parties shall be released from liability hereunder.

ARTICLE VI DEED AND OTHER DOCUMENTS

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Property to Buyer by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Other Documents. 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. Such documents shall include, but not be limited to, a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession, any documents reasonably requested by the Title Insurance Company, and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article XI hereof.

ARTICLE VII POSSESSION AND REMOVAL OF PERSONAL PROPERTY

7.01 Possession. Seller shall be entitled to remain in possession of the Property for twenty-four (24) months after the Closing Date (the "Lease Period"), provided that Seller has executed the Lease Agreement, attached hereto as Exhibit "B" and hereby made a part hereof, on or before the Closing Date. Seller's occupation of the Property during the Lease Period shall be in accordance with the terms of the Lease Agreement. Upon the termination of the Lease Agreement, Buyer shall be entitled to full and exclusive possession of the Property, unless Buyer and Seller mutually agree to extend the term of the Lease Period.

ARTICLE VIII
CLOSING

8.01 Closing Date. The purchase and sale of the Property shall be closed (the "Closing") within thirty (30) days after the later to occur of (i) the Effective Date or (ii) the date on which Seller cures or Buyer waives any and all Defects pursuant to Section 5.04, if any (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.

ARTICLE IX
APPORTIONMENTS AND ADJUSTMENTS

9.01 Adjustments at Closing. On the Closing Date, Buyer and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. Seller shall pay or credit against the purchase price all 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 recouplements for years through the year of Closing. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and upon the purchase price. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer for the period of time preceding the Closing Date hereof. Upon making the proration provided for herein, Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Buyer after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property. The 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;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay the following:

- (i) The cost of any transfer or conveyance fee required to be paid in connection with the recording of the General Warranty Deed from Seller to Buyer;
- (ii) The cost of all municipal services and public utility charges (if any) due through the Closing Date; and
- (iii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(c) Buyer's Expenses. Buyer shall, at the Closing (unless previously paid), pay the following:

- (i) The recording fees required for recording the General Warranty Deed;
- (ii) Any costs incurred pursuant to Article 5 hereof; and
- (iii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Seller and Buyer hereby warrant and represent to each other that neither has engaged or dealt with any broker or agent in regard to this Agreement. Seller and Buyer hereby agree to indemnify and hold the other harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which either shall incur or be threatened with because of any claim of any broker or agent claiming through Seller or Buyer, whether or not meritorious, for any such fee or commission.

ARTICLE X EMINENT DOMAIN AND CASUALTY

10.01 Taking By Eminent Domain. If, prior to the Closing, eminent domain proceedings shall be threatened or commenced against the Property, or any part or portion thereof, Buyer shall have the option (a) to elect to proceed with this transaction, in which event any compensation award paid or payable as a result of such eminent domain proceedings shall be the sole property of Buyer, or (b) to terminate this Agreement, in which event Seller shall retain such award. Seller agrees that it shall give to Buyer written notice of any such threatened or actual eminent domain proceedings within ten (10) days after Seller first becomes aware thereof, and upon the giving of such notice, Buyer shall then have thirty (30) days within which to exercise the options granted in this Section 10.01. If Buyer fails to exercise such options within said thirty (30) day period, this Agreement shall terminate, and thereafter both parties shall be released from further liability or obligation hereunder.

10.02 Casualty. In the event of any damage or destruction to the improvements on the Property ("Building") prior to the Closing, the cost or repair of which is Five Thousand Dollars

(\$5,000.00) or less, Seller shall promptly repair any damage occasioned thereto. In the event any damage to the Building occurs prior to the Closing, the cost of which to repair is more than Five Thousand Dollars (\$5,000.00), Buyer shall have the right to (a) elect to receive an adjustment to the purchase price at Closing in an amount equal to the cost to repair such damage, as reasonably determined by Buyer and Seller, or (b) elect to terminate this Agreement, in which event neither party shall have further liability or obligation hereunder.

ARTICLE XI
WARRANTIES AND REPRESENTATIONS OF SELLER

11.01 Warranties and Representation. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Property;
- (f) 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 Premises 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 11.01;

- (g) 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
- (h) 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 Article XI 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.

11.02 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.

ARTICLE XII NOTICES

12.01 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: Lesley R. Avery, Esq., Schottenstein, Zox & Dunn, Co., LPA; 250 West Street; Columbus, Ohio 43215. Copies of notices to Seller shall be simultaneously provided to: _____

ARTICLE XIII
GENERAL PROVISIONS

13.01 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.

13.02 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.

13.03 Time of Essence. Time is of the essence of this Agreement in all respects.

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

13.05 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.

13.06 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.

13.07 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.

13.08 Memorandum. Upon request of either party hereto, Buyer and Seller shall execute a recordable memorandum of the terms hereof, which memorandum may be placed of record in any public office within the county wherein the Property is situated.

13.09 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:

Penelope F. Specht

BUYER:

The City of Grove City, Ohio
an Ohio municipal corporation

By: _____
Philip Honsey
City Administrator

EXHIBIT "A"
PROPERTY DESCRIPTION

Situated in the State of Ohio, County of Franklin, and in the Township of Jackson and described as follows:

Being Lot Number One (1) in JAHN ESTATES, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 32, page 173, Recorder's Office, Franklin County, Ohio.

EXHIBIT "B"
LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into on this ____ day of _____, 2009 ("Effective Date"), by and between **The City of Grove City, Ohio**, an Ohio municipal corporation ("Landlord"), whose address is 4035 Broadway, Grove City, Ohio 43123, and **Penelope F. Specht**, an unmarried individual ("Tenant"), whose address is 5100 Jackson Pike, Columbus, Ohio 43137.

WITNESSETH:

WHEREAS, pursuant to a certain Real Estate Purchase Agreement dated _____, 2009 ("Purchase Agreement"), Landlord purchased from Tenant the real property legally described on Exhibit "A", attached hereto and made a part hereof (the "Property"), and, upon the closing of the sale and purchase of the Property, Landlord has agreed to permit Tenant to occupy the Property under the terms of a short term lease; and

WHEREAS, pursuant thereto, Tenant and Landlord desire to execute this Lease to define the rights and obligations of each party with respect to such lease term, as herein set forth.

NOW, THEREFORE, for valuable consideration, the amount and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property.

2. **DELIVERY OF PREMISES; USE.** Tenant shall continue in possession of the Property on the Closing Date, as defined in the Purchase Agreement, in its "as is" condition. Tenant shall be permitted to use the Property only for residential purposes. Tenant shall not sublet or assign the Property or any part thereof, without the prior written consent of Landlord.

3. **LEASE TERM.** The term of this Lease shall be for a period commencing on the Closing Date, as that term is defined in the Purchase Agreement, and terminating on the last day of the twenty-fourth (24th) full calendar month thereafter (the "Initial Term"). The Initial Term can be extended upon the mutual written agreement of the parties on a month-to-month basis, terminable by either party upon thirty (30) days prior written notice (the "Extended Term"). During the Extended Term, the parties shall comply with all of the terms set forth herein. The word "Term" as used herein shall be deemed to include the Initial Term and any Extended Term.

4. **RENT.** During the Initial Term, Tenant shall occupy the Property rent-free. Thereafter, if the parties determine to extend the term hereof, Tenant shall pay monthly as rent Five Hundred Dollars (\$500.00), which amount shall be due and payable, without demand or setoff, on the first day of each month of the Extended Term.

5. REAL ESTATE TAXES. Landlord shall be responsible for the payment of all real estate taxes assessed to the Premises during the Term.

6. MAINTENANCE, REPAIRS AND REPLACEMENTS.

a. Landlord's Maintenance Obligations. Any work necessary for the repair, maintenance or replacement of the roof, exterior walls, and any structural components of the Property, the HVAC, and all electrical, plumbing, sewage, sprinkler and other utility lines to the Property (including all exterior electric wiring and electrical fixtures, exterior pipes, drains and plumbing connections, equipment and fixtures) shall be performed by Landlord, at Landlord's sole cost and expense, unless such repair, maintenance or replacement was necessitated due to damage caused by the negligence or willful misconduct of Tenant, in which event Tenant shall be required to reimburse Landlord for the cost of any such repair, maintenance or replacement promptly after receipt of written notice requesting such reimbursement. Notwithstanding the foregoing, Landlord shall only be required to make any repairs, maintenance or replacements as Landlord deems reasonably necessary. Landlord shall have no obligation to furnish and/or maintain, repair or replace any appliances within the Property.

b. Tenant's Maintenance Obligations. Tenant shall be responsible for performing, at her sole cost and expense, any and all work necessary to maintain the interior of the Property in a good, clean and safe condition. Additionally, Tenant shall be solely responsible for maintaining, repairing and replacing any appliances on the Property. Notwithstanding anything contained herein to the contrary, Tenant shall be responsible for doing any and all work necessary to repair the front steps and walkway of the Property to ensure that same are in a good and safe condition and in compliance with all applicable governmental rules and laws, including any repaving or replacement of concrete, as reasonably necessary, and the installation of a handrail. Tenant shall perform such work within one hundred twenty (120) days after the Effective Date.

7. TENANT'S DUTIES. In addition to Tenant's obligations set forth in Section 6(b), Tenant shall do the following during the Term hereof:

(a) Keep the Property safe and sanitary and notify Landlord of any and all maintenance and repair work necessary to keep the exterior and structural components of the Property, as well as the electrical, plumbing, sewer lines, heating ventilating and air conditioning fixtures, in a fit and habitable condition;

(b) Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by Landlord;

(c) Use and operate all electrical and plumbing fixtures properly and maintain the interior of the Property in a fit and habitable condition;

(d) Comply with the requirements under state and local housing, health and safety codes that are applicable to tenants;

(e) Personally refrain, and forbid any other person who is on the Property with Tenant's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the Premises;

(f) Repair all damages caused by Tenant or Tenant's guests, included without limitation all broken glass, doors or windows;

(g) Pay for all extermination costs necessary during the Term to keep the Property in a safe and habitable condition;

(h) Not unreasonably withhold consent for Landlord or its agents or representatives to enter the Property;

(i) Tenant shall regularly test all smoke detectors and the supply of electrical current thereto, and notify Landlord of any mechanical failure, need for repair, or replacement (Tenant shall be responsible for replacing any batteries in the smoke detectors, as necessary); and

(j) Tenant shall be responsible for mowing the lawn and snow removal from the sidewalks and any driveway on the Property.

8. UTILITIES. Tenant hereby agrees that Tenant shall pay all of the charges incurred for any and all utilities, i.e. gas, electric, water, telephone and cable, consumed by Tenant in its use of the Property.

9. INDEMNIFICATION AND LIABILITY. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) incurred by Landlord by reason of any injury or damage to any person or property whatsoever, occurring in, on or about the Property, unless such injury or damage is caused in whole or in part by the negligence or willful misconduct of Landlord, its employees, invitees, contractors, subcontractors, licensees, subtenants, agents, successors and assigns.

10. INSURANCE.

- (a) Tenant shall, at its sole cost and expense, obtain and keep in full force and effect from and after the Effective Date, a renters insurance policy with liability coverage in an amount of not less than Five Hundred Thousand Dollars (\$500,000).
- (b) Landlord shall, at its sole cost and expense, obtain and keep in full force and effect from and after the Effective Date a homeowner's insurance policy insuring against loss of, or damage to, the Property, which insurance shall be in an amount at least equal to the full replacement cost of the Property.

11. FIRE OR OTHER CASUALTY. In the event of any fire or other casualty causing material damage to the Property during the Term, this Lease shall terminate as of the date of such fire or other casualty and all amounts under the homeowner's insurance policy on the Property shall be payable exclusively to Landlord.

12. QUIET ENJOYMENT. Landlord represents that it has full right and power to execute this Lease and to grant the estate leased herein and that Tenant, upon the performance of all of the terms, conditions and covenants herein contained, shall have, hold and peaceably enjoy the Property during the full Term of this Lease, subject and subordinate to all of the terms, covenants and conditions of this Lease.

13. WHEN LANDLORD MAY ENTER. Landlord, or Landlord's agents or representatives, may peacefully enter the Property during reasonable times for any reasonable purpose, provided Tenant is present. Landlord reserves the right to enter the Property without notice in case of emergency. Landlord reserves the right to enter by other means if locks have been changed without Landlord's prior written approval.

14. BROKERS. Each party represents and warrants to the other party that in this transaction it has dealt with no real estate brokers, and each party shall indemnify and hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

15. WAIVER OF JURY TRIAL. THE RESPECTIVE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF SAID PROPERTY, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

16. DEFAULT BY TENANT. In the event Tenant is in default of any of the terms or

obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any applicable laws, rules or ordinances, said default shall constitute grounds for termination of this Lease and/or eviction by Landlord and Landlord shall have all rights and remedies available to it under the terms of this Lease and applicable law. Tenant shall be and remain liable for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which Landlord has sustained by virtue of Tenant's use and occupancy of the Property and/or default under this Lease.

17. LEAD BASED PAINT WARNING. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Tenant acknowledges receipt of the federally approved pamphlet on lead poisoning prevention and has been given the opportunity to read it prior to executing this Lease.

18. SMOKE DETECTORS. Tenant acknowledges that there are smoke detectors in the Property. Tenant also acknowledges that it is Tenant's responsibility to check the smoke detectors and to replace the batteries as needed. **Tenant shall not remove the batteries or disable the smoke detectors**. Tenant must promptly inform Landlord of any defects or problems with smoke detectors.

19. END OF TERM; SURRENDER. Upon the expiration or earlier termination of this Lease, Tenant shall return the Property to Landlord in a good, clean and safe condition, reasonable wear and tear excepted. Tenant shall have the right to remove all items of personal property from the Property. Tenant shall, at the time of vacating the Property, remove all trash from the Property. If the cleaning and removal of trash is not accomplished by Tenant, Landlord shall perform such cleaning and trash removal at Tenant's expense. Upon vacating the Property, Tenant shall deliver all keys to the Property to Landlord.

20. HAZARDOUS SUBSTANCES. As used herein, the terms "Environmental Laws" and "Hazardous Substances" shall have the following meanings:

- (a) "Environmental Laws" means any applicable federal, state or local law including common law, statute, ordinance, rule, regulation or code; any license, permit, certificate or authorization, administrative or court order, judgment, decree or injunction related to pollution, protection of health, safety or the environment, including without limitation those relating to the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, Release or disposal of pollutants or Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, *et. seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, *et. seq.* the Clean Air Act, as amended, 42 U.S.C. Section 7401, *et. seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, *et. seq.*; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601, *et. seq.*; the

Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001, *et. seq.*, the Safe Drinking Water Act, 42 U.S.C. Section 300f, *et. seq.*; the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 *et. seq.*, and the Occupational Safety and Health Act, 29 U.S.C. 651, *et. seq.*; and their State of Ohio counterparts.

- (b) "Hazardous Substances" shall mean all materials, substances or wastes defined, designated, regulated or classified as hazardous, toxic or radioactive, under any Environmental Laws, whether by type or by quantity, and petroleum or any derivative or by-product thereof.

Tenant agrees that it shall comply with all Environmental Laws and shall not use, permit, hold, release or dispose of any Hazardous Substances on, under or at the Property or surrounding Environment and that Tenant shall not use or permit the use of the Property or any portion of the Property as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Substances. In the event any authority demands any remedial environmental action be undertaken because of any release of a Hazardous Substance caused by Tenant that occurred prior to or during the Term, Tenant shall, at Tenant's own expense, perform such environmental action. Any remedial environmental action necessitated by the acts of Landlord during the Term shall be paid for exclusively by Landlord.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day first above written.

LANDLORD:

TENANT:

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

By: _____
Philip Honsey
City Administrator

Penelope F. Specht

EXHIBIT A TO LEASE AGREEMENT

Situated in the State of Ohio, County of Franklin, and in the Township of Jackson and described as follows:

Being Lot Number One (1) in JAHN ESTATES, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 32, page 173, Recorder's Office, Franklin County, Ohio.

DAVIDSON PHILLIPS INC
 67.42
 040-013869
 HOLTON RD
 ENTRY 478
 67.417 ACRES
 CITY OF GROVE CITY

MOGREN MALCOLM C
 2.32
 160-000138
 JACKSON PIKE
 OQ 1200 ENTRY 478
 2.317 ACRES
 JACKSON TOWNSHIP

Holton Road

Jackson Pike (State Route 104)

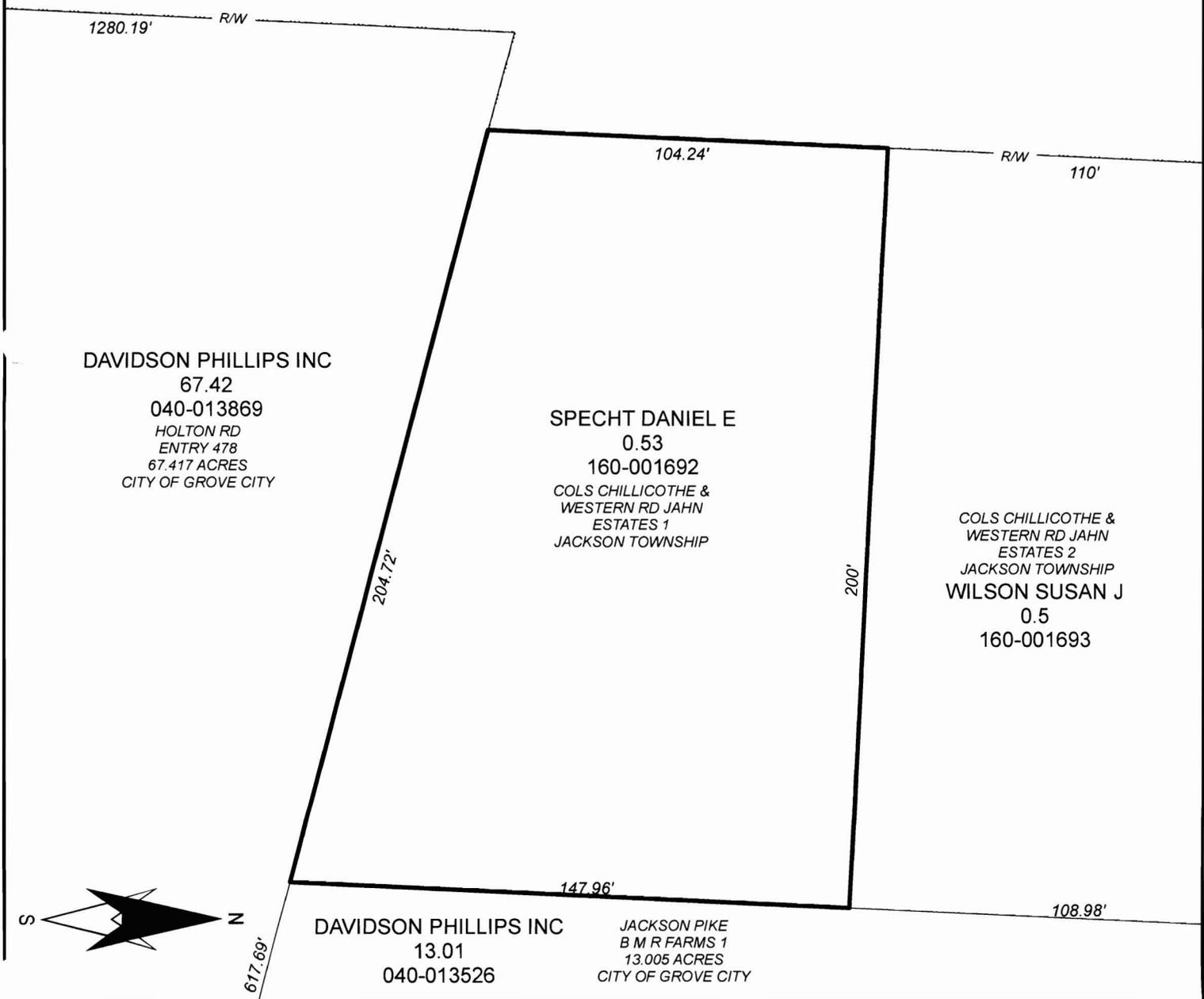
DAVIDSON PHILLIPS INC
 67.42
 040-013869
 HOLTON RD
 ENTRY 478
 67.417 ACRES
 CITY OF GROVE CITY

SPECHT DANIEL E
 0.53
 160-001692
 COLS CHILLICOTHE &
 WESTERN RD JAHN
 ESTATES 1
 JACKSON TOWNSHIP

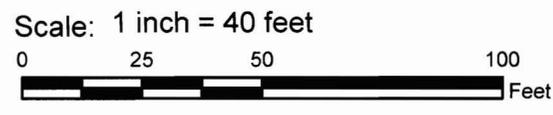
COLS CHILLICOTHE &
 WESTERN RD JAHN
 ESTATES 2
 JACKSON TOWNSHIP
 WILSON SUSAN J
 0.5
 160-001693

DAVIDSON PHILLIPS INC
 13.01
 040-013526

JACKSON PIKE
 B M R FARMS 1
 13.005 ACRES
 CITY OF GROVE CITY



Specht Property
 5100 Jackson Pike
 Grove City, Ohio 43123



Disclaimer
 The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from landfield surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.
 Prepared by Grove City Development Department
 Date: June 1, 2009