

ORDINANCE C-74-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR
TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH THE
SOUTHWEST PUBLIC LIBRARY FOR THE FUTURE LIBRARY SITE

WHEREAS, Council enacted Ordinance C-28-13 that approved a Development Agreement for Southwest Public Library for the development of a new library in the Town Center; and

WHEREAS, as part of the Agreement, the Southwest Public Library will be relocating to a site in the Town Center and operating the library in accordance with its own Policies and Bylaws that govern provision of library service as adopted by the Library Board of Trustees; and

WHEREAS, while the City is repaying the funds used to finance the construction of the new library, the Southwest Public Library will be leasing, under the terms of the lease/purchase agreement attached hereto, the new library building from the City; and

WHEREAS, upon repayment, the new library building will be transferred to the Southwest Public Library under the terms of the Lease/Purchase Agreement attached hereto; and

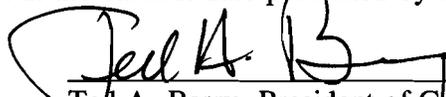
WHEREAS, because the lease agreement term exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year Lease/Purchase Agreement with the Southwest Public Library for the current library site as set forth in Exhibit "A".

SECTION 2. While the general terms of the lease agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the lease agreement with the Southwest Public Library. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

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

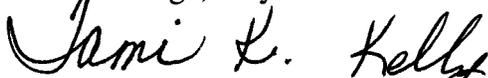

Ted A. Berry, President of Council

Passed: 11-18-13

Effective: 12-18-13

Attest:


Richard L. Stage, Mayor


Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.


Stephen J. Smith, Director of Law

C-74-13
Exhibit "A"
LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT ("LPA") by and between **CITY OF GROVE CITY, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter ("Landlord") and **SOUTHWEST PUBLIC LIBRARY**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code ("Tenant") is made as of the ____ day of _____, 2013. Landlord and Tenant, when referred to collectively herein, shall be the "Parties" hereto this LPA.

1. Fundamental LPA Provisions. The following is a summary of the fundamental lease and purchase provisions which are set forth in this Section 1 for reference.

1.1. Underlying Development Agreement: This LPA is entered into by the Parties pursuant to the terms of that certain the Development Agreement entered into by Landlord and Tenant dated _____ ("Development Agreement"). The Development Agreement provides, among other things, the terms and conditions for the financing, development, design, and construction of the Premises which is the subject of this LPA and, along with this LPA, the eventual transfer of title to the Premises from Landlord to Tenant. The terms of the Development Agreement which relate to the lease/purchase of the Premises are hereby incorporated herein by reference, and in the event of a conflict between the terms of this Lease and the terms of the Development Agreement, the terms of the Development Agreement shall prevail.

1.2. Location and Description of Premises: _____, and referred to as the "New Library" in the Development Agreement and more specifically described in Exhibit A attached hereto.

1.3. Address of Landlord: 4035 Broadway, Grove City, Ohio 43123.

1.4. Address of Tenant: 3359 Park Street, Grove City, Ohio, 43123.

1.5. Term Commencement: Final completion of the New Library, as defined in the Development Agreement, and Tenant's full occupancy thereof.

1.6. Term Expiration: This LPA shall expire, and the Library shall take title to the Premises pursuant to the terms herein and the Development Agreement, upon the earlier of (i) full repayment of the City Securities, as defined in the Development Agreement, or (ii) thirty (30) years after Finance Closing and execution of the Existing Site Lease, as defined in the Development Agreement.

1.7. Base Rent: Tenant's Base Rent shall be, on an annual basis, the lesser of: (i) fifty percent (50%) of the City's Debt Service Payment, as defined in the Development Agreement; or (ii) \$265,000.00 per year.

1.9. Permitted Use: Any use permitted under applicable laws, rules, and regulations, and in accordance with the applicable provisions of the Development Agreement.

2. Demise; Term.

2.1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord upon and subject to the terms, covenants and conditions set forth herein, the Premises described in Section 1.2 hereof (the "Premises").

2.2. Term. The term of this LPA (the "Term") commences on the date set forth in Section 1.5 hereof (the "Commencement Date") and shall end on the date set forth in Section 1.6 hereof unless sooner terminated hereunder.

2.3. Acceptance of Premises. Tenant hereby accepts the Premises in an "AS-IS" condition, it being hereby expressly understood that Landlord has made no representations or warranties with respect thereto, except as otherwise provided in the Development Agreement, and that Tenant has inspected the Premises and found the same to be in satisfactory condition.

2.5. Contingencies. Notwithstanding anything in this LPA to the Contrary, Tenant shall not be required to deliver Base Rent to Landlord (though Base Rent shall accrue) until Landlord delivers to Tenant a Subordination, Non-Disturbance and Attornment Agreement, except that in no event will Base Rent be permitted to accrue beyond _____, 20__, and all accrued Base Rent shall be due and payable on such date.

3. Rents. Tenant covenants and agrees to pay to Landlord for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, without demand, deduction or set-off, the following sums of money:

3.1. Base Rent. Commencing on the Commencement Date, Tenant shall pay to Landlord as "Base Rent" for the Premises during the Term the amount set forth in Section 1.7 hereof, payable in 12 monthly installments each equaling one-twelfth (1/12th) of the amount of the annual Base Rent. In the event the Commencement Date falls on any day of the month other than the first day of the month, Base Rent for that initial month shall be prorated based on a thirty (30) day month.

3.2. Additional Rent. Tenant shall also pay, as "Additional Rent", all other sums of money or charges required to be paid by Tenant to Landlord under the terms of this LPA. Base Rent and Additional Rent are sometimes hereinafter collectively referred to as "Rents".

3.3. Manner of Payment. All payments due from Tenant to Landlord hereunder shall be made to Landlord without demand, deduction, or set-off at Landlord's address set forth in Section 1.3 hereof or to such other person or such other place as Landlord may from time to time designate in writing to Tenant. All installments of Rents due for a partial month or partial year at the beginning or end of the Term shall be prorated based on a 30-day month and a 360-day year.

4. Use.

4.1. Permitted Use. The Premises shall be used for the permitted use specified in Section 1.9 hereof and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

4.2. Conduct of Tenant. Tenant shall use the Premises in a careful, safe and proper manner, shall not commit or suffer waste on or about the Premises, and shall not make or permit any use of the Premises which would constitute a nuisance. Tenant shall comply with all laws, rules, regulations, orders and requirements of all governmental authorities which in any way affect, directly or indirectly, the Premises or Tenant's use thereof. Tenant shall comply with any and all reasonable rules and regulations promulgated by Landlord with respect to the use of the Premises.

4.3. Signs. Tenant shall comply with all applicable laws, rules, regulations, orders, and requirements of governmental authorities with respect to such signs. Tenant shall maintain any signs which are located on the Premises in good condition and repair. Tenant shall have the right to install such additional signage as Tenant may elect for its operations, at Tenant's sole cost and expense and subject to applicable laws, rules, regulations, orders and requirements of governmental authorities. Upon expiration or termination of this LPA upon Landlord's request, Tenant shall, at Tenant's expense, remove all signs placed by Tenant in or on the Premises, and repair any damage caused by such removal.

5. Maintenance and Repair of Premises.

5.1. Obligations of Landlord. Landlord shall be responsible for any necessary capital improvements for the Premises including, but not limited to, improvements or alterations for compliance with all applicable laws, rules, and regulations. Landlord, however, shall have no basic, daily maintenance or minor repair responsibilities for the Premises.

5.2. Obligations of Tenant. Tenant agrees, at its sole cost and expense, to maintain the Premises in a good and safe condition, including the fixtures, windows, doors, floors, and equipment. The Library shall be solely responsible for any and all costs of operation and/or basic maintenance including, but not limited to, utilities, parking, and other expenses, but excluding any maintenance or repair obligations for the Public Areas. Tenant shall furthermore have no responsibilities for repairs to (i) the structure of the Premises; (ii) the roof; or (iii) the equipment and other components of the plumbing, electrical, and HVAC systems. Tenant shall keep the Premises reasonably free from ice, snow and debris.

6. Access to Premises. Landlord and its agents, employees, and contractors shall have the right to enter upon the Premises at all reasonable times, but only after at least forty eight (48) hours prior notice to Tenant (except for emergencies) for purposes of making repairs or improvements.

7. Utilities. All utilities and services to the Premises, including, without limitation, water, sewer, gas, electricity, telephone, data, security, cable TV and trash removal, shall be secured and paid for by Tenant, at its sole cost and expense.

8. Interruption of Services. No interruption or diminution of any utility or other services to the Premises shall result in any abatement of Rents, nor shall Landlord be liable for any damages or costs resulting therefrom.

9. Personal Property. All inventory, furnishings, trade fixtures, equipment and other personal property (collectively "Personal Property") of Tenant or any third party shall be stored or kept at the sole risk of Tenant, and Landlord shall not be liable for any loss or damage thereto, except to the extent caused by Landlord's acts, errors, or omissions. Tenant shall remove all Personal Property from the Premises upon the expiration or earlier termination of this LPA and Tenant shall promptly repair, at its sole cost and expense, any damage caused by such removal.

10. Alterations and Improvements.

10.1 Tenant, although not required, may make alterations or improvements to the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Tenant shall have the right to use the Construction Drawings, in accordance with the license terms therefor, as provided in the Development Agreement. Tenant shall obtain, at its expense and prior to the commencement of any such alterations or improvements, all necessary licenses, permits and other approvals of all governmental authorities having jurisdiction over the Premises. Any alterations and improvements made by Tenant, whether or not approved by Landlord, shall, at the option of Landlord, become a part of the Premises and the property of Landlord, and Tenant shall have no right to remove any such alterations or improvements unless Landlord informs Tenant that any alteration or improvement is NOT to become the property of Landlord, and that Tenant must remove such alteration or improvement upon the expiration or earlier termination of this LPA; in which event Tenant must immediately upon the expiration or earlier termination of this LPA remove such alteration or improvement and restore the Premises to as close to its condition when delivered to Tenant as is reasonably possible and repair any and all damage caused by such removal and restoration, all at Tenant's sole cost and expense. Notwithstanding the preceding sentence to the contrary, Tenant shall not be obligated to remove such alteration or improvement unless Landlord has provided Tenant with a list of such alterations and improvements to be removed within sixty (60) days prior to the expiration of this LPA, or within a reasonable period of time prior to the earlier termination of this LPA, it being hereby agreed that providing such a list to Tenant concurrent with a notice of termination of this LPA shall be considered to be within a reasonable period of time.

10.2 Tenant shall (i) promptly pay all contractors, laborers and material suppliers performing work or supplying materials on behalf of Tenant at the Premises, (ii) not permit any liens to be filed against the Premises and (iii) to the extent permitted by law, indemnify and defend Landlord from all losses, costs, claims and expenses (including attorneys' fees, expenses and disbursements) incurred by Landlord as a result of Tenant's breach of this

Section 10. In the event that any such lien is filed against the Premises, Tenant shall discharge or bond-off the same within 30 days after the filing thereof or Landlord may, without obligation to do so, take such action as Landlord deems appropriate, including, without limitation, paying or bonding off such lien, with all amounts expended by Landlord, including, without limitation, attorneys' fees, expenses and disbursements, shall be payable by Tenant to Landlord on demand as Additional Rent.

11. Assignment and Subletting. Neither Landlord nor Tenant shall assign this LPA, or any interest herein or portion thereof, without the prior written consent of the other party, which consent may be withheld or conditioned in either party's sole discretion. Tenant shall not sublet this lease without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

12. Damage and Destruction. If the improvements on the Premises are wholly or partially damaged or destroyed by fire or other casualty, Landlord shall restore and rebuild the same to substantially the same condition which existed on the effective date of this LPA, this LPA shall remain in full force and effect, and Rents shall abate in proportion to the area of the Premises rendered untenable from the date of such casualty until the completion of Landlord's restoration and rebuilding. Upon restoration and rebuilding, Tenant shall pay over any insurance proceeds received by Tenant arising from a fire or other casualty to Landlord, unless Tenant agrees to provide such proceeds earlier for the purposes of funding restoration and rebuilding.

13. Condemnation. If all or any material portion, as reasonably determined by Landlord, of the Premises are taken under the power of eminent domain or conveyed in lieu thereof, this LPA shall terminate effective on the date of transfer of title and all Rents shall be adjusted as of such date. All proceeds from such taking or conveyance in lieu thereof shall be the sole property of Landlord, and Tenant shall not be entitled to any portion thereof. Tenant shall be permitted to independently seek a separate claim (separate and not in conjunction with Landlord) against the appropriate condemning authority.

14. Taxes

14.1. Real Estate Taxes. If applicable to the Premises, Landlord shall be liable for any real estate taxes and assessments for the Premises which accrue during the Term (collectively, "Real Estate Taxes").

14.2. Tenant's Taxes. Tenant shall pay before delinquency (i) all taxes and assessments levied against the Personal Property, (ii) all taxes, assessments, fees and other charges levied against Tenant and (iii) all taxes, assessments, fees and other charges levied against the use of the Premises and Tenant's business operations therein.

15. Insurance.

15.1. Policies.

a. Liability. Tenant shall procure, at Tenant's expense, and maintain during the Term comprehensive general public liability insurance against claims for

personal injury, death and property damage occurring on or about the Premises or resulting from the occupancy or use of the Premises by Tenant or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant. All such insurance shall have minimum limits of liability of Two Million Dollars (\$2,000,000) per occurrence and One Million Dollars (\$1,000,000) property damage.

b. Property. Landlord shall, at Landlord's expense, maintain special form property insurance covering the building and other improvements located on the Premises, in the full replacement value thereof (with deductibles of no more than \$25,000).

c. Personal Property. Tenant, at Tenant's sole option and expense, may maintain during the Term hazard insurance with respect to all Personal Property located in, on or about the Premises, insuring the Personal Property against loss or damage resulting from fire, water damage caused by any means and other hazards customarily insured against in a "broad form" extended coverage policy in an amount not less than the full replacement cost of the Personal Property.

d. General Requirements. All insurance policies required to be maintained by Landlord pursuant to this Section shall be in form and content and issued by insurers reasonably acceptable to Tenant. Prior to the Commencement Date and not less than thirty (30) days prior to the expiration date of any policy or policies, certificates of the initial policy or renewal policies, as the case may be, or other satisfactory evidence of such insurance coverage shall be delivered by Landlord to Tenant. The liability policy required by subsection a. shall (i) name Tenant as an additional insured and/or additional loss payees, as the case may be, (ii) provide that it cannot be canceled for any reason without thirty (30) days prior written notice to Tenant, and (iii) provide that the policy of insurance shall provide primary coverage.

15.2. Waiver of Subrogation. Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried under this LPA, the party carrying or required to carry such insurance and suffering the loss hereby releases, on behalf of itself and its insurance carrier, the other of and from any and all claim with respect to such loss to the extent of such insurance; and further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

16. Default and Remedies.

16.1. The occurrence of any one or more of the following shall constitute a default and breach of this LPA by Tenant (each a "Tenant Default"):

(i) The failure of Tenant to make any payment of Rents or any other amount payable to Landlord under this LPA within ten (10) days after the date due;

(ii) The failure of Tenant to observe or perform any other provision of this LPA or the Development Agreement, other than those described in subparagraph "i" above, within thirty (30) days after notice by Landlord to Tenant; provided, if

more than thirty (30) days is reasonably required to cure such failure, Tenant shall not be in default if Tenant commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice; or

(iii) The abandonment of the Premises.

16.2. The occurrence of any one or more of the following shall constitute a default and breach of this LPA by Landlord (each a "Landlord Default"):

(i) Landlord's misrepresentation or breach of warranty or covenant contained in Paragraph 28, subparagraph (d) of this LPA; or

(ii) The failure of Landlord to observe or perform any other provision of this LPA or the Development Agreement, other than those described in subparagraph "i" above, within thirty (30) days after notice by Tenant to Landlord; provided, if more than thirty (30) days is reasonably required to cure such failure, Landlord shall not be in default if Tenant commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion within thirty (30) days after such notice.

16.2. Upon a Tenant Default, Landlord may, at Landlord's option (i) terminate this LPA by written notice to Tenant and reenter the Premises and dispossess Tenant or other occupants by summary proceedings or otherwise and remove their effects and repossess the Premises with Tenant remaining liable for its obligations hereunder, or (ii) enter the Premises by written notice to Tenant and dispossess Tenant or other occupants by summary proceedings or otherwise, without terminating this LPA or Tenant's obligations hereunder. In no event shall this LPA be deemed terminated unless and until Landlord sends written notice of termination to Tenant.

16.3. If this LPA is terminated according to Section 16.2 hereof, Tenant shall be liable to Landlord for all Rents then due to Landlord from Tenant. If this LPA is terminated as provided in Section 16.2 hereof, Landlord shall use reasonable efforts to re-let the Premises and to otherwise mitigate Landlord's damages.

16.4. Landlord's failure or refusal to perform any provision of this LPA or the Development Agreement which it is obligated to perform or the breach of any representation, warranty or covenant in this LPA or the Development Agreement, and the continuation of such failure or refusal for thirty (30) days after receipt of written notice from Tenant of such failure or refusal, shall be a default by Landlord. In the event of a default by Landlord, and without waiving any other remedy or claim for damages or breach of this LPA or the Development Agreement, Tenant may elect to cure the default at Landlord's reasonable expense. If Tenant incurs any costs or expenses because of Landlord's default, the reasonable sums paid by Tenant shall be due from Landlord to Tenant upon demand, shall bear interest from the date such costs or expenses are incurred until repaid by Landlord at the rate of seven percent (7%) per annum. If Landlord fails to reimburse Tenant for costs incurred by Tenant to cure Landlord's default within thirty (30) days of invoice therefor, Tenant shall have the right to deduct the costs thereof from installments of Base Rent next falling due.

17. Conveyance of Property.

(a) In consideration of Tenant's payment of the Base Rent, Additional Rents, and the credits, payments, and reimbursements by Tenant under the Development Agreement, Landlord shall convey full title to both (i) the Premises; and (ii) the parking areas adjacent to the New Library (collectively, the "Property"), provided, however, that the Library's title shall prohibit the Library from restricting the parking areas to the exclusive use of the Library. Such conveyance from Landlord to Tenant shall be on an "AS IS" basis on the terms and conditions set forth herein and in the Development Agreement.

(b) The closing of the transaction which is the subject of this LPA and transfer of title to the Property shall occur upon the Term Expiration of this LPA as provided in Section 1.7 herein, and at a time and location mutually agreeable to Landlord and Tenant (the "LPA Closing Date"). Landlord shall deliver to Tenant a limited warranty deed for the Property sufficient to convey title to the Property to Tenant, subject to all applicable covenants, conditions, restrictions, and easements of record; applicable real property taxes (if any); zoning and building laws, ordinances, and regulations; and legal highways, along with any other instruments reasonably required in accordance with community custom by the title company acting as closing agent to effectively convey to Tenant the title to the Property. Landlord shall pay for deed preparation and conveyance fees. Tenant shall pay all other closing costs related to the transfer of the Property free of any liens.

(c) The parties hereto acknowledge that no real estate broker or other person has been employed for compensation by either party to represent it with regard to the Option. Each party hereby represents and warrants to the other party that it has no knowledge of any agreement, understanding or fact which would entitle any real estate broker, finder or other person, to any commission, fee or other compensation as a result of the Option. Each party hereby agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other parties from and against any liability, cost or expense, including attorneys' fees, as a result of any claim for a commission, fee or other compensation made by any real estate broker, finder or other person and asserted against the other parties by reason of an arrangement made or alleged to have been made by the indemnifying party. The provisions of this sub-Section shall survive the closing of the Option.

18. Indemnification. To the extent permitted by law, Tenant shall indemnify, defend and hold Landlord, its directors, officers and shareholders, harmless from and against any and all losses, liabilities, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees, expenses and disbursements for injuries to or death of persons and damage to property sustained in, on or about the Premises or resulting from the use or occupancy of the Premises by Tenant, or any officer, employee, agent, customer, licensee, invitee or sublessee of Tenant or the failure of Tenant to perform and observe the obligations of Tenant under this LPA, except to the extent resulting from the negligence or misconduct of Landlord, its employees, agents or contractors.

19. Notices. Any notice, demand, request or statement required or intended to be given or delivered under the terms of this LPA shall be in writing, and either (i) personally

delivered, or (ii) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iii) reputable overnight courier which provides written evidence of receipt, addressed to the party to be notified at the address set forth in Section 1 hereof, or such other address as either party may hereafter designate by written notice to the other party, and shall be deemed to be delivered on the earlier to occur of (i) actual receipt, (ii) one business day after deposit with an overnight courier service, or (iii) three business days after deposit with the United States Postal Service.

20. Quiet Enjoyment. Landlord covenants that, so long as Tenant pays all Rents hereunder when due and keeps and performs all of its covenants under this LPA, Tenant shall at all times during the Term peaceably and quietly have and enjoy the Premises without hindrance or molestation by Landlord, subject to the terms of this LPA and any encumbrances affecting the Premises.

21. Non-Waiver. The failure of Landlord or Tenant to enforce any of its rights under this LPA for the breach of any of the terms hereof shall not be a waiver of the rights of Landlord or Tenant to exercise any such rights as to any subsequent breaches of the same or other terms of this LPA.

22. Entire Agreement. This Lease, the Exhibits hereto, the Development Agreement and the Exhibits incorporated therein are incorporated herein and set forth the entire agreement between the parties with respect to the Premises. Any prior conversations or writings not expressly incorporated herein are extinguished. No subsequent amendment to this Lease or document incorporated herein shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party to be charged.

23. Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this LPA or in any way affect the interpretation of this LPA.

24. Governing Law. This LPA shall be governed by and construed in accordance the laws of the State of Ohio.

25. Invalidity of Provisions. If any provision of this LPA or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this LPA or the application of such provision to other circumstances shall not be affected thereby.

26. Successors and Assigns. This LPA shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

27. No Brokers. Except as otherwise provided herein, Landlord and Tenant each warrant and represent to the other that they did not deal with any real estate broker in connection with the negotiation, execution and delivery of this LPA. To the extent permitted by law, each party agrees to indemnify, defend, and save the other harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation,

attorneys' fees, with respect to or arising out of any claims made by any real estate broker, agent or finder with respect to this lease in breach of the foregoing representation.

28. Landlord's Representations, Warranties and Covenants:

(a) Landlord is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Ohio and has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this LPA and has taken all necessary action to authorize the execution and delivery of this LPA by the persons executing and delivering this LPA on behalf of Landlord.

(b) The execution and delivery of this LPA by Landlord will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under its organizational documents or any agreement, instrument or obligation by which Landlord is bound, and will not constitute a violation of any laws, rules, or regulations applicable to Landlord.

(c) This LPA is a legal, valid, and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

(d) Landlord shall not, without Tenant's prior written consent, sell, lease, transfer, convey, or otherwise dispose of the Property, or cause or permit any lien, mortgage, or other encumbrance to exist on the Property.

29. Recording of Memorandum of Lease. Tenant shall cause a memorandum of this LPA to be filed in the real property record of the Franklin County Recorder and in accordance with Ohio Revised Code Section 5301.251.

30. No Solicitation. Until the date on which this LPA is terminated or the date upon which Tenant exercises the Option, whichever first occurs, Landlord shall not, nor shall it authorize or permit any financial advisor, attorney, accountant or other advisor, agent or representative retained by the Landlord to, solicit, initiate, or knowingly encourage, or take any other action which would reasonably be expected to lead to the making of or submission of any competing offer to purchase the Landlord's property of which the Premises is a part.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this LPA to be executed to be effective as of the date first above written.

LANDLORD:

TENANT:

CITY OF GROVE CITY, OHIO, a municipal corporation

SOUTHWEST PUBLIC LIBRARY,
an Ohio school district public library

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Notary page follows]

1.4 ACRES

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey Number 1388 of the Virginia Military District, and being all of that 0.288 acre tract conveyed as Parcel I to City of Grove City by deed of record in Instrument Number 201305210084453, all of that 0.408 acre tract conveyed as Parcel II to City of Grove City by deed of record in Instrument Number 201305210084453, all of Lots 1, 2, 3, 4, and 5 of that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City" of record in Plat Book 5, Page 116 and all of that 15 foot alley between said Lots 1 and 2 as vacated by City of Grove City Ordinance 180-45, on file with the City of Grove City, and conveyed to the City of Grove City by deeds of record in Instrument Numbers 201207060096759, 201307010110094, 201304230066627 and 200009250194574 (all references are to the records of the Recorder's Office, Franklin County, Ohio, unless noted otherwise) and being more particularly described as follows:

BEGINNING at the northwesterly corner of said Lot 5;

thence South 55°51'09" East, with the northerly line of said Lots 1, 2, 3, 4 and 5, the southerly right-of-way line of Mill Street (40 feet wide) and with the northerly line of said 0.408 and 0.288 acre tracts a distance of 402.73 feet to the northeasterly corner of said 0.288 acre tract in the centerline of Harrisburg Pike (Broadway) (99 feet wide);

thence South 33°57'35" West, with the easterly line of said 0.288 acre tract, the centerline of said Harrisburg Pike, a distance of 74.90 feet to the southeasterly corner of said 0.288 acre tract;

thence North 55°51'09" West, with the southerly line of said 0.288 acre tract a distance of 49.50 feet to a northeasterly corner of said 0.408 acre tract in the westerly right-of-way line of said Harrisburg Pike;

thence South 33°57'35" West, with the easterly line of said 0.408 acre tract, the westerly right-of-way line of said Harrisburg Pike a distance of 85.83 feet to the southeasterly corner of said 0.408 acre tract;

thence North 55°46'41" West, with the southerly line of said 0.408 acre tract, the southerly line of said Lots 1, 2, 3, 4, and 5 and with the northerly right-of-way line of Grant Avenue (40 feet wide) a distance of 353.23 feet to the southwest corner of said Lot 5;

thence North 33°57'35" East, with the westerly line of said Lot 5, the easterly right-of-way line of a 15 foot wide Alley a distance of 160.27 feet to the point of beginning and containing 1.4 acres, more or less of which 0.1 acre is located within the present right-of-way occupied.

This description was prepared from record information only, and is NOT to be used for the transfer of real property.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

JMM:
1_4 AC. EXHIBIT 20131478.doc



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EXHIBIT

VIRGINIA MILITARY SURVEY NUMBER 1388
 VIRGINIA MILITARY SURVEY DISTRICT
 CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: October 29, 2013

Scale: 1" = 50'

Job No. 20131478

