

RESOLUTION NO. CR-18-07

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE BUCKEYE RANCH FOR ADDITIONAL IMPROVEMENTS TO BE MADE IN CONJUNCTION WITH THE S.R. 665 PROJECT

WHEREAS, the City is in the process of improving State Route 665; and

WHEREAS, this Council has already passed legislation for the appropriation of certain land interest related to the improvement and widening of State Route 665;

WHEREAS, the Buckeye Ranch has property that fronts S.R. 665 and is in need of an entrance at this location; and

WHEREAS, discussions have taken place to include those improvements desired by The Buckeye Ranch with those already established in the S.R. 665 Improvement Project; and

WHEREAS, both parties are desirous of entering into an Agreement to include these improvements and be responsive to the Construction Timetable for this project; and

WHEREAS, this Agreement does not excuse The Buckeye Ranch, or any of its assigns or successors, from following the Development Plan Process of the City.

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

SECTION 1. The City Administrator is hereby authorized to enter into an Agreement with The Buckeye Ranch for additional improvements to S.R. 665, as shown in Exhibit "A".

SECTION 2. The Buckeye Ranch, or any of its assigns or successors, shall follow the Development Plan Process of the City when developing its property.

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



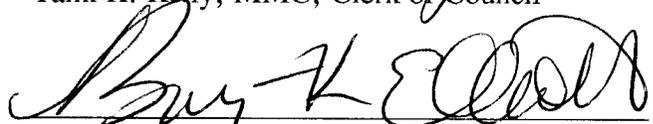
Richard D. Lester, President of Council



Cheryl L. Grossman, Mayor



Tami K. Kelly, MMC, Clerk of Council



Bryan K. Elliott, Director of Law

Passed: 04-02-07
Effective: 04-02-07

Attest:

certify that this resolution
is correct as to form.

CR-18-07

**CITY OF GROVE CITY
CONTRACT OF SALE AND PURCHASE**

**London-Groveport Road (SR 665)
Parcel 19- WD, GE, T**

THIS AGREEMENT, entered into as of the last date written below, by and between Buckeye Boys Ranch, Inc., hereinafter called the **Owner**, and the City of Grove City, Ohio, hereinafter called the **City**, evidences the Owner's agreement to grant, sell, bargain and convey to the **City**, the following described real estate and interests in real estate (the "Property") together with improvements now located thereon:

Property is as illustrated in Attached "Exhibit A"

The City agrees to purchase the Property and agrees to pay the sum of \$455,290.00 as full compensation for the same and as full consideration for the covenants of Owner herein contained.

\$282,650 - Value of Land (0.513 acres)

\$151,000 - Ground Rent for 2 Years on area net
of fee simple taking and easement area
(0.206 acres)

\$21,640 - Temporary Easement (.138 acres)

The Owner shall sell and convey the Property by Limited Warranty Deed, or by Deeds of Easement or Temporary Easement (as to the 0.206 acres and 0.138 acres), as appropriate; and shall deliver said instrument(s) to the City at the time of closing, which closing shall occur no later than 14 days after the date hereof and at which closing the City shall pay the aforesaid consideration of \$455,290.00.

The Owner warrants that the Property is free and clear of all liens and encumbrances, except mortgages, taxes, assessments, easements, conditions, and restrictions of record, if any, and the Owner shall cause any monetary liens and encumbrances, (other than taxes and any assessments), to be removed or released of record on or before the date of closing. The parties agree to prorate real estate taxes applicable to the Property as is customary in Franklin County, Ohio. Otherwise, the City shall be responsible for all other closing costs in connection with the transaction contemplated herein, including but not limited to, title fees, conveyance fees, escrow agent closing fees and the like.

The Owner agrees to execute supplemental instruments, including temporary construction easements, necessary for the construction and maintenance of the project, over, across and upon the Property, as may be reasonably requested by the City. The Owner further agrees that if the City releases the temporary construction easement on the Property prior to the termination date identified in the temporary easement document, the Owner will reimburse the City an amount equal to \$6,292.00 for each full month of early release in advance of the termination date. The

release of the easement shall be provided in writing from the City to the Owner at which time the City shall request reimbursement of the costs associated with the temporary easement. This amount is calculated by dividing the ground rent (\$151,000.00 by the term of the land rental, 24 months).

The Owner will be responsible for the cost of the construction of a deceleration lane and a curb cut on the edge of their property as noted in Exhibit B hereto attached and incorporated herein by reference. The parties acknowledge that this deceleration lane improvement, along with the accompanying curb cut, shall be constructed by a contractor reasonably selected by the City and be constructed in conjunction with and completed at the same time as the City's construction of the roadway project, the subject of this Agreement. The foregoing is a material inducement to Owner to enter into this Agreement.

The Owner acknowledges that he has had preliminary discussions with the construction company as to these issues.

The Owner further acknowledges that the cost, approximately \$86,464.10, for these improvements, as evidenced in Exhibit B and related drawings, and any and all change orders associated with the improvements, shall be the sole responsibility of the Owner and not borne by the City. Said \$86,464.10 payment shall be paid by Owner to the City at the time of closing to cover engineering and ancillary redesign costs (printing, utility coordination, etc.) and the construction of the deceleration lane and curb cut. If, during the construction, the \$86,464.10 is insufficient to cover the costs, the Owner shall deposit additional funds with the City in an amount specified by the City within seven days of receipt of notice to do so.

Upon the signing of this Agreement, the Owner shall execute and deliver to the City a right of entry allowing the City to enter the heretofore described real estate.

The Owner further agrees, that if for any reason the City determines it to be necessary to file a Complaint in the Court of Common Pleas of Franklin County for the impaneling of a jury to assess the compensation to be paid for the Property, this Agreement may be introduced in evidence in such proceedings and the amount specified herein shall be deemed and stipulated to be the fair market value of the interest acquired in the Property.

This Agreement shall be binding upon the Owner and Owner's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the City, its successors and assigns.

OWNER

DATE _____

CITY OF GROVE CITY

DATE _____

By: _____
R.D. Zande & Associates, Inc.

**PARCEL 19WD
WIDENING AND RECONSTRUCTION OF
LONDON-GROVEPORT ROAD (S.R. 665)
0.513 ACRE**

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 6115, Virginia Military District, being a part of Tract 1 (5.127 acres) and Tract 2 (5.127 acres) conveyed to Buckeye Boys Ranch, Inc. of record in Official Record 26690J12 and that 5.127 acre tract conveyed to Buckeye Boys Ranch, Inc. of record in Official Record 26690J10, and described as follows:

Beginning, for reference, at the intersection of the original centerline of London-Groveport Road with Hoover Road as shown on Buckeyegrove Shopping Center Plat of record in Plat Book 90, Page 36, also being an angle point in the south line of that 4.445 acre tract conveyed to the City of Grove City, Ohio of record in Official Record 27154J11 and the northeast corner of that 0.679 acre tract conveyed to the City of Grove City, Ohio of record in Instrument Number 200301170018595;

thence North 82° 58' 38" West, 994.42 feet, with the original centerline of London-Groveport Road and partly with the current centerline of London-Groveport Road to the southwest corner of that 0.315 acre tract conveyed to The City of Grove City, Ohio of record in Official Record 26334G12 and the southeast corner of said Tract 1, the *True Point of Beginning*;

thence North 82° 58' 38" West, 326.70 feet, continuing with said centerline and the south line of said Buckeye Boys Ranch tracts to a centerline monument set;

thence North 83° 31' 37" West, 119.51 feet, continuing with said centerline and the south line of said Buckeye Boys Ranch tracts to the southwest corner of said Tract 2 and the southeast corner of that 1.066 acre tract conveyed to The City of Grove City, Ohio of record in Instrument Number 199809300248948;

thence North 00° 45' 57" East, 50.25 feet, with a line common to said Tract 2 and said 1.066 acre tract to a boundary marker set at the southeast corner of that 3.905 acre tract conveyed to The Neuendorf Company, LLC of record in Instrument Number 200606300128609;

thence across said Buckeye Boys Ranch tracts with the proposed right-of-way line, the following courses:

South 83° 31' 37" East, 124.75 feet, to a boundary marker set;

South 82° 58' 38" East, 323.31 feet, to a boundary marker set in the line common to said Tract 1 and the remainder of that 5.00 acre tract conveyed to Board of Trustees of Jackson Township of record in Deed Book 3451, Page 902;

thence South 02° 51' 46" West, 50.13 feet (passing a ¾ inch iron pipe found at 20.05 feet), with said common line and the line common to said Tract 2 and said 0.315 acre to the *True Point of Beginning*, containing 0.513 acre, more or less, which includes 0.307 acre in the present roadway occupied.

**PARCEL 19WD
WIDENING AND RECONSTRUCTION OF
LONDON-GROVEPORT ROAD (S.R. 665)
0.513 ACRE**

-2-

Of the above described 0.513 acre, 0.179 acre is located in Auditor's Parcel No. 040-008048, which includes 0.107 acre in the present roadway occupied; 0.180 acre is located in Auditor's Parcel No. 040-008049, which includes 0.108 acre in the present roadway occupied; and 0.154 acre is located in Auditor's Parcel No. 040-008057, which includes 0.092 acre in the present roadway occupied.

Bearings 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 & FCGS 5539, having a bearing of North 00° 21' 40" East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

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

This survey was prepared by me or under my supervision from existing records and actual field surveys performed in 2006.

The Grantor retains the right of ingress and egress to any residual area of WD take.

Boundary markers set, where indicated, are 3/4 inch steel rods, thirty (30) inches long with a 1 1/2 inch diameter aluminum cap stamped per ODOT standards and monuments set, where indicated, are 1/4 inch steel rods, thirty (36) inches long with a 2 inch diameter aluminum cap stamped in an adjustable centerline monument box per ODOT standards.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward J. Miller
Professional Surveyor No. 8250

SG/11Sep2006
19WD 0_513 Ac 60610.doc

0-33-J
SPLIT
0.179 ACRES
OUT OF
(040)
8048
+
SPLIT
0.180 ACRES
OUT OF
(040)
8049
+
SPLIT
0.154 ACRES
OUT OF
(040)
8057

DESCRIPTION VERIFIED	
DEAN C. RINGLE, P.E. P.S.	
BY: <u>FAR</u>	
DATE: <u>10/23/06</u>	

**PARCEL 19GE
WIDENING AND RECONSTRUCTION OF
LONDON-GROVEPORT ROAD (S.R. 665)
0.206 ACRE**

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 6115, Virginia Military District, being a strip across Tract 1 (5.127 acres) and Tract 2 (5.127 acres) conveyed to Buckeye Boys Ranch, Inc. of record in Official Record 26690J12 and that 5.127 acre tract conveyed to Buckeye Boys Ranch, Inc. of record in Official Record 26690J10, and described as follows:

Beginning, for reference, at the southwest corner of that 0.315 acre tract conveyed to The City of Grove City, Ohio of record in Official Record 26334G12 and the southeast corner of said Tract 1, in the centerline of London-Groveport Road;

North 02° 51' 46" East, 50.13 feet, with the line common to said Tract 1 and said 0.315 acre tract and the line common to said Tract 1 and the remainder of that 5.00 acre tract conveyed to Board of Trustees of Jackson Township of record in Deed Book 3451, Page 902 to the *True Point of Beginning*;

thence across said Buckeye Boys Ranch tracts with the proposed right-of-way line, the following courses:

North 82° 58' 38" West, 323.31 feet;

North 83° 31' 37" West, 124.75 feet, to the west line of said Tract 2;

thence South 00° 45' 57" West, 20.10 feet, with said west line;

thence across said Buckeye Boys Ranch tracts, the following courses:

South 83° 31' 37" East, 126.84 feet;

South 82° 58' 38" East, 321.95 feet, to the line common to said Tract 1 and said 5.00 acre tract;

thence South 02° 51' 46" West, 20.05 feet, with said common line to the *True Point of Beginning*, containing 0.206 acre, more or less.

Of the above described 0.206 acre, 0.072 acre is located in Auditor's Parcel No. 040-008048; 0.072 acre is located in Auditor's Parcel No. 040-008049; and 0.062 acre is located in Auditor's Parcel No. 040-008057.

Bearings 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 & FCGS 5539, having a bearing of North 00° 21' 40" East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

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



EVANS, MECHWART, HAMBLETON & TILTON, INC.

9/25/06

Edward J. Miller
Professional Surveyor No. 8250

**PARCEL 19T
WIDENING AND RECONSTRUCTION OF
LONDON-GROVEPORT ROAD (S.R. 665)
0.138 ACRE**

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 6115, Virginia Military District, being a strip across Tract 2 (5.127 acres) conveyed to Buckeye Boys Ranch, Inc. of record in Official Record 26690J12, and described as follows:

Beginning, for reference, at the southwest corner of said Tract 2 and the southeast corner of that 3.905 acre tract conveyed to The Neuendorf Company, LLC of record in Instrument Number 200606300128609, in the centerline of London-Groveport Road;

North 00° 45' 57" East, 70.35 feet, with the line common to said Tract 2 and said 3.905 acre tract to the *True Point of Beginning*;

North 00° 45' 57" East, 45.22 feet, with said common line;

thence across said Tract 2, the following courses:

South 83° 31' 37" East, 134.53 feet;

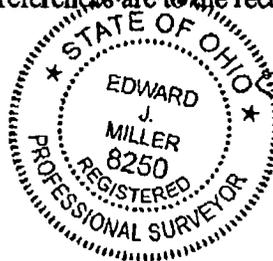
South 02° 50' 29" West, 45.15 feet;

North 82° 58' 38" West, 6.05 feet;

North 83° 31' 37" West, 126.84 feet to the *True Point of Beginning*, containing 0.138 acre, more or less, being out of Auditor's Parcel No. 040-008057.

Bearings 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 & FCGS 5539, having a bearing of North 00° 21' 40" East for a portion of the centerline of Hoover Road, established by the Franklin County Engineering Department.

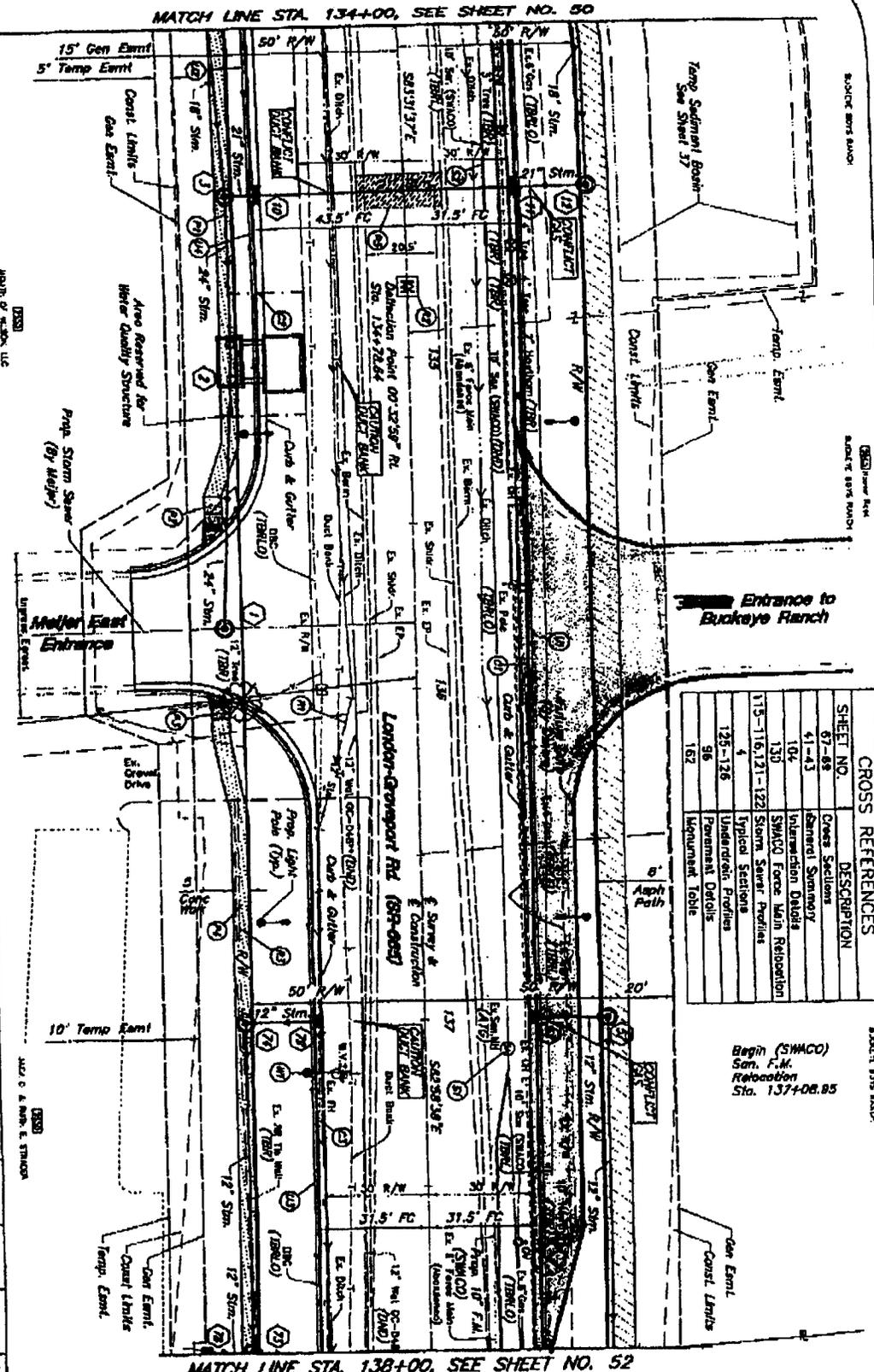
All references are to the records of the Recorder's Office, Franklin County, Ohio.



EVANS, MESHWART, HAMBLETON & TILTON, INC.

Edward J. Miller
Professional Surveyor No. 8250

134+00	822.08
	821.88
	821.74
	820.82
6 Major St. Sta. 135+80.90	820.48
	818.90
	818.56
	818.42
	818.35
	818.14
	818.72
TA 138+00	825
	830



CROSS REFERENCES	
SHEET NO.	DESCRIPTION
67-68	Over Sections
41-43	General Summary
104	Interchange Details
139	SHACO Force Main Relocation
115-116, 121-122	Storm Sewer Profiles
4	Typical Sections
125-126	Underdrain Profiles
56	Pavement Details
162	Manurement Table

Begin (SHACO)
San. F.M.
Relocation
Sta. 137+08.85

MATCH LINE STA. 134+00, SEE SHEET NO. 50

MATCH LINE STA. 138+00, SEE SHEET NO. 52

Entrance Improvements	Revised Condition	Original Condition	Revised to be 90% of original estimate to match bid prices (original estimate \$76,300)
Estimated Construction	\$ 68,670.00	\$ 76,300.00	
Required Construction Bonding	TBD	Not applied	with current work. BBR is not responsible for full effort
Estimated Engineering (10% of Construction)	\$ 6,867.00	\$ 5,000.00	
Estimated Inspection/Material Testing (10% of Construction)	\$ 6,867.00	Not applied	
Estimated Surveying (3% of Construction)	\$ 2,060.10	Not applied	
Estimated Plan Review (Planning Commission and Construction Plan)	\$ 2,000.00	Not applied	
ESTIMATE OF COSTS ASSOCIATED WITH ENTRANCE IMPROVEMENTS	\$ 86,464.10		

* These are estimates that the City will use for establishing the value of this item.