

VILLAGE OF OBETZ  
RECORD OF ORDINANCES



ORDINANCE: 63 – 18

PASSED: DECEMBER 10, 2018

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE VILLAGE ADMINISTRATOR TO PURCHASE REAL PROPERTY FROM SGO ASSOCIATES LTD. AND DECLARING AN EMERGENCY**

**WHEREAS**, Section 3.01 of the Village Charter provides that Council has the power to acquire and to sell or otherwise convey interests in real property; and to lease, as the lessor or lessee, or otherwise grant or receive interests in real property and,

**WHEREAS**, Section 157.04(j) of the Village of Obetz Codified Ordinances, provides that Council may authorize the purchase and sale of real property with or without public bidding, on such terms and for such value as Council, in the exercise of its discretion, may deem reasonable and in the best interest of the Village; and,

**WHEREAS**, the Village of Obetz and SGO Associates Ltd. have come to mutually agreeable terms for the acquisition of the property abutting I-270 consisting of approximately 60.257 acres that will be used by the Village for public purposes; and,

**WHEREAS**, the Village desires to execute necessary conveyance documentation to complete the transaction with SGO Associates Ltd.; and,

**WHEREAS**, an emergency exists for the health, safety and general welfare of the community in that the current owners have required, as part of the agreement, that the purchase be finalized prior to the end of the year.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ, OHIO, THAT:**

Section 1. Village Council hereby approves and authorizes the Village Administrator to enter into an agreement with SGO Associates Ltd. to purchase Parcel No. 152-001844 upon the terms and conditions set forth in Exhibit A.

Section 2. This Council finds that such a purchase and transfer are in the best interests of the Village

Section 3. While the general terms of the purchase agreement have been finalized, Council recognizes that additional changes may be necessary in order to finalize the agreement with SGO Associates Ltd. Accordingly, the Village Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.



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Section 4. This Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the exigencies of the time table for the offer to purchase; WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

Passed this 10 day of December, 2018.

ATTESTS:

Stacey Boumis  
Stacey Boumis, Clerk of Council

\_\_\_\_\_  
D. Greg Scott, Mayor

Michael R. Flaherty  
Michael Flaherty, Council Pres. Pro-Tem

APPROVED AS TO FORM

\_\_\_\_\_  
Stephen J. Smith, Esq., Law Director

CERTIFICATION OF PUBLICATION

Pursuant to the Village Charter, I, Stacey E. Boumis, Clerk of Council of the Village of Obetz, Ohio, do hereby certify that Ordinance 63-18 was duly posted at 1:30 PM (time) on the 13 day of December, 2018, at the Obetz Government Center, as well as on the Obetz website.

Stacey Boumis  
Stacey Boumis, Clerk

12/13/18  
Date



## EXHIBIT A

**REAL ESTATE PURCHASE AND DONATION AGREEMENT**

THIS REAL ESTATE PURCHASE AND DONATION AGREEMENT (hereinafter the "Agreement") is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") by and between the **Village of Obetz, Ohio**, an Ohio municipal corporation ("Purchaser"), having an address of 4175 Alum Creek Drive, Obetz, Ohio 43207, and **SGO Associates Ltd.**, an Ohio limited liability company, with a tax mailing address of c/o The Garlikov Companies, 41 South High Street, Suite 3400, Columbus, Ohio 43215 ("Seller") (Purchaser and Seller referred to together as "Parties" and singularly as "Party").

**BACKGROUND INFORMATION**

WHEREAS, Seller is the owner of a parcel of real property located along the west side of Obetz-Reese Road, north of Daughtery Avenue with frontage along the south side of I-270 situated in the County of Franklin and State of Ohio, such real property containing 60.257 acres, more or less, with a tax parcel number of 152-001844-00, which real property is more fully described on Exhibit "A" attached hereto and made a part hereof (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "Premises"); and

WHEREAS, the Premises is located in the Village of Obetz; and

WHEREAS, Seller desires to sell in part and donate in part, and Purchaser desires to purchase in part and receive as a donation in part, the Premises.

**STATEMENT OF THE AGREEMENT**

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

**ARTICLE I****PURCHASE AND SALE AND DONATION OF REAL PROPERTY**

1.01 Agreement. On the terms and conditions set forth below, Seller hereby agrees to sell in part and donate in part to Purchaser, and Purchaser hereby agrees to purchase in part and receive as a donation in part from Seller, the Premises.

1.02 Purchased Portion of the Premises. The portion of the Premises being sold and purchased shall be a 43.33% undivided interest in the Premises calculated by dividing the Purchase Price (defined below) by the Fair Value (also defined below) and multiplying such result times the Fair Value.

1.03 Donated Portion of the Premises. The portion of the Premises being donated shall be the remaining 56.57% undivided interest in the Premises.

**ARTICLE II**  
**PURCHASE PRICE AND DONATION**

2.01 Fair Market Value of the Premises. The Parties agree that the Premises has a current Fair Market Value of Three Million Dollars (\$3,000,000) (the "Fair Value").

2.02 Purchase and Sale of a Portion of the Premises. The total price for the portion of the Premises being purchased shall be One Million Three Hundred Thousand Dollars (\$1,300,000) (the "Purchase Price"), payable by Purchaser to Seller in cash or by immediately available wired funds at the Closing (defined in Section 8.01), subject to prorations, credits, allowances, and other adjustments specifically provided for herein.

2.03 Donation of a Portion of the Premises. The agreed Fair Value of the portion of the Premises being donated shall be One Million Seven Hundred Thousand Dollars (\$1,700,000). Purchaser acknowledges and agrees that Seller intends to treat such donation as a charitable contribution for Federal income tax purposes.

2.04 Tax Matters. Purchaser agrees to cooperate with Seller fully so that Seller (and its owners) may take a charitable deduction for the donated portion of the Premises in the amount of \$1,700,000. Accordingly, Purchaser agrees, upon the request of the Seller, to execute an Appraisal Summary on IRS Form 8283, to be prepared by Seller, which states that the appraised value of the donated portion of the Premises is \$1,700,000. Seller shall prepare the Form 8283 and submit it to Buyer for execution at Closing. Purchaser also agrees to use good faith efforts to establish a public park on the Premises or otherwise use the Premises for public purposes and Purchaser further agrees that it will endeavor to establish such park or other public use no later than the fifth anniversary of the date of Closing.

**ARTICLE III**  
**CONTINGENCIES**

3.01 Contingent Agreement. This closing in this Agreement shall be completely contingent upon Purchaser's satisfaction or Purchaser's waiver of the contingencies set forth in Section 3.02 below (the "Contingencies"), within \_\_\_\_\_ days of the execution of this Agreement (the "Contingency Period"). The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "Contingency Date".

3.02 Contingencies. The Contingencies are as follows:

- (a) Obetz Village Council approving of this Agreement; and

- (b) Obetz Village Council appropriating or acquiring sufficient funds to purchase the Premises.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period, Purchaser gives to the Seller notice of Purchaser's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate and thereafter 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 Purchaser the following information and/or materials not already provided by the Seller, to the extent the same is available, for use by Purchaser in preparation for the purchase of the Premises:

- (a) Surveys, site plans, topographical studies, plat maps, property descriptions, and all engineering drawings for the utilities and public services servicing the Premises, including, by way of example, but not of limitation, the sanitary sewers, water lines, and street improvements for the Premises;
- (b) Soils reports for the Premises;
- (c) Environmental studies of the Premises; and
- (d) Copies of the title insurance policies issued upon Seller's acquisition of the Premises.

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

#### **ARTICLE V** **EVIDENCE OF TITLE**

5.01 Title Commitment. Purchaser may obtain a commitment (a "Title Commitment") from a title insurance company licensed to do business in the State of Ohio to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06) in the full amount of the Purchase Price of the Premises (the "Title Policy"). The cost of the Title Policy shall be paid by Seller. The Title Commitment will be certified to the Effective Date and will include copies of all recorded

documents evidencing title exceptions raised in Schedule B of the Title Commitment. On or before the date of Closing, the Title Commitment must show Seller good and marketable title to the Premises, free and clear of the standard printed exceptions contained in Schedule B of said commitment and the Title Policy, and free and clear of all liens, charges, encumbrances, and clouds of title, whatsoever, except the following (collectively, the "Permitted Encumbrances"):

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

If the legal description for the Premises includes more than one parcel, the Title Commitment shall state affirmatively that all parcels of land are contiguous. 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 Premises, 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 Premises.

5.02 Endorsement at Closing. At the Closing, Seller shall provide Purchaser with endorsements to the Title Commitment updating the commitment to the respective date and showing no change in the state of the title to the Premises (other than mortgages which shall be released by Seller at the Closing). After Closing, a final owner's title insurance policy shall be issued in the amount of the Purchase Price.

5.03 Survey. Purchaser may, at its expense, obtain a current survey of the Premises. The survey shall include a legal description of the Premises and shall be certified by the surveyor to Purchaser 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 insurance 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.

5.04 Status of Title; Permitted Encumbrances; Objections. Up and until the close of Contingency period, Purchaser may provide Seller with written objections to the extent that the Title Commitment reveals matters other than the Permitted Encumbrances (the "Objections") which constitute a monetary lien or may interfere with Purchaser's use of the Premises for its intended purpose. Purchaser's failure to make Objections within such time period will constitute a waiver of Purchaser's right to make Objections. Seller shall satisfy Objections or Purchaser shall

waive the Objections at Closing. In the event Seller elects not to cure the Objections, Purchaser may terminate this Agreement by giving notice of termination to Seller before or at Closing. Seller shall provide Purchaser with evidence, satisfactory to Purchaser, in its sole discretion, that the Objections will be fully cured and/or released on the date of Closing or that the Title Company will issue satisfactory endorsements to the final Title Policy insuring against the risks associated with same. In the event the Objections are not cured or removed, or in the event Seller cannot provide satisfactory evidence that the Objections will be cured on or before the date of Closing or that satisfactory endorsements to the Title Policy will be issued, Purchaser shall make its election, at closing, by written notice to Seller, to either:

- (a) Accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder; or
- (b) Terminate this Agreement.

Purchaser's failure to make its election at Closing shall constitute Purchaser's election to accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder.

#### **ARTICLE VI**

#### **DEED LEASE AND OTHER DOCUMENTS**

6.01 Limited Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Premises to Purchaser by a duly and validly executed, recordable limited warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Article V hereof.

6.02 Other Documents. Purchaser 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 and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article X hereof.

#### **ARTICLE VII**

#### **INSPECTION**

7.01 Tests and Engineering Studies. For and during the entire period that this Agreement is in effect, Purchaser shall, at its sole cost, have the right through Purchaser's associates, employees, and/or contractors and agents to enter upon the Premises and cross any adjacent lands of Seller for access to the Premises for the purpose of surveying, inspecting, making contour surveys, temporary excavations (to be refilled by Purchaser as promptly as the same shall have served their purpose), test borings, and other purposes required by Purchaser to enable Purchaser to ascertain whether the Premises can be used for its intended purpose.



After any such inspection or investigation, Purchaser shall restore the Premises as nearly as is practical to the condition which it was in as of the date of this Agreement. Purchaser shall indemnify and hold Seller harmless, to the extent permitted by law, from all liabilities, losses, damages, injuries, costs, and expenses, including attorneys' fees, caused by or related to entry upon and inspection of the Premises by Purchaser or its representatives, including, without limitation, any failure to restore the Premises as described above, any personal injury or property damage, and any mechanics' liens or other encumbrances on the Premises.

#### **ARTICLE VIII**

##### **CLOSING**

8.01 Closing and Possession. Seller and Purchaser agree that the purchase and sale of the Premises shall be closed (the "Closing") no later than \_\_\_\_\_ days after that execution of this Agreement by the Parties, unless otherwise agreed to in writing by the Parties. Said Closing shall be held at a time and place in Franklin County, Ohio as shall be selected by Purchaser and agreed to by Seller.

8.03 Seller's Closing Documents. In addition to the deed described in Article VI, at the Closing, Seller shall deliver to Purchaser: (i) a closing statement showing the Purchase Price and all charges or credits to Purchaser or Seller provided for herein; (ii) all consents, affidavits, or other documents reasonably and customarily required to issue the Title Policy; (iii) such evidence of authority as Purchaser or the title company issuing the Title Policy reasonably may deem necessary to evidence the authority of Seller to enter into this Agreement and to consummate the transactions contemplated hereby; (iv) an affidavit that Seller is not a non-resident "aliens", "foreign corporation", "foreign partnership", "foreign trust", or "foreign estate" within the meaning of the Internal Revenue Code and Regulations thereunder; and (v) an IRS Form 8283.

8.04 Purchaser's Closing Documents. At the Closing, Purchaser shall deliver to Seller: (i) the Purchase Price; (ii) a closing statement showing the Purchase Price and all charges or credits to Purchaser or Seller provided for herein; (iii) such evidence of authority as Seller or the title company issuing the Title Policy reasonably may deem necessary to evidence the authority of Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) an IRS Form 8283.

#### **ARTICLE IX**

##### **APPORTIONMENTS AND ADJUSTMENTS**

9.01 Adjustments at Closing. On the Closing Date, Purchaser 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 Premises 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. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the Parties in making this tax proration to give Purchaser a credit in an amount as close as possible to the amount which Purchaser will be required to remit to the County Auditor for the period of time preceding the Closing Date hereof. The agreed upon amount so computed by the Parties shall be final. 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 Premises in the future. Seller further warrants and represents that neither Seller nor any of their 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 Premises. The Premises is currently designated for agricultural use. Any agricultural use recoupment payable with respect to the Premises shall be paid by Purchaser even if all or some portion of such recoupment is for periods prior to the date of Closing. 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 for a period of one (1) year; provided that Purchaser's obligation to pay an agricultural use recoupment shall extend beyond and shall not be subject to such one year survival period; and, provided, further, that Purchaser's agreement to use good faith efforts to establish a park on the Premises or otherwise use the Premises for public purposes shall extend beyond and shall not be subject to such one (1) year survival period.

- (b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:
- (i) The cost of the Owner's Title Policy;
  - (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) Purchaser's Expenses. Purchaser shall, at the Closing (unless previously paid), pay the following:
- (i) The cost of the Title Commitment for the Premises;
  - (ii) The recording fees required for recording the limited warranty deed;
  - (iii) The cost of the survey referred to in Section 5.03; and

- (iv) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.
- (d) Brokers. Seller hereby warrants and represents to Purchaser that Seller has not engaged or dealt with any broker or agent in regard to this Agreement. Seller hereby agrees to indemnify Purchaser and hold Purchaser harmless against any liability, loss, cost, damage, claim, and expense (including, but not limited to, attorneys' fees and costs of litigation) which Purchaser shall ever incur or be threatened with because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission. Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any broker or agent in regard to this Agreement. Purchaser agrees to indemnify, to the extent permitted by law, Seller and hold Seller harmless against any liability, loss, cost, damage, claims, and expense (including, but not limited to, attorneys' fees and cost of litigation) which Seller may ever suffer, incur, or be threatened with because of any claim by any broker or agent claiming by, through or under Purchaser, whether or not meritorious, for any such fee or commission.

#### ARTICLE X CONDITION OF THE PROPERTY

Purchaser acknowledges and agrees that, except with respect to those representations and warranties made by Seller pursuant to Article XI, to the maximum extent permitted by law, the condition of the Premises in connection with its sale and contribution as provided for herein is made on an "AS IS, WHERE IS" basis and condition with respect to all faults. Purchaser acknowledges and agrees that Seller has not made, does not make, and specifically negates and disclaims any and all representations, warranties (other than the representations and warranties expressly set forth in this Agreement), promises, covenants, agreements, or guaranties of any kind or character whatsoever.

#### ARTICLE XI WARRANTIES AND REPRESENTATIONS OF SELLER AND PURCHASER

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

- (a) Neither Seller nor any agent, employee, or representative of Seller, has 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 Premises, under any agreement or other instrument to which Seller is a party or by which Seller or the Premises might be bound;
- (c) Neither Seller, nor any agent, employee, or representative of Seller, have 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 Premises;
- (d) As of the Closing Date, no other person or entity other than Seller currently owns or has any legal or equitable interest in the Premises and no other person or entity other than Purchaser has or will have any right to acquire the Premises, or any portion thereof;
- (e) All taxes payable with respect to the operation, ownership, or control of the Premises which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes, provided that any agricultural use recoupment payable with respect to the Premises shall be the responsibility of and shall be payable by Purchaser;
- (f) Through and until the Closing Date, Seller shall not enter into any easement, lease, or other contract pertaining to the Premises, unless otherwise approved in writing by the Purchaser;
- (g) To the Seller's knowledge, there are no hazardous wastes, hazardous substances, or hazardous materials located in, on, or about or generated from the Premises which may require remediation or which may result in penalties under any applicable law; and
- (h) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

11.02 Breach of Warranties by Seller Prior to Closing. If, during the pendency of this Agreement, Purchaser determines that any warranty or representation given by Seller to Purchaser under this Agreement shall be untrue, incorrect or misleading, in whole or in part, in any material respect, the same shall constitute a default by Seller hereunder. In such event, Purchaser may give written notice thereof and shall thereafter have such rights and remedies as may be available to Purchaser as provided herein, at law or in equity, including, but not limited to, the right to receive compensation for damages and/or the right to terminate this Agreement.

11.03 Warranties and Representations Survive Closing. 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 for a period of one (1) year after the Closing Date; provided that Purchaser's obligation to pay an agricultural use recoupment shall extend beyond and shall not be subject to such one year survival period; and, provided, further, that Purchaser's agreement to use good faith efforts to establish a park on the Premises or otherwise use the Premises for public purposes shall extend beyond and shall not be subject to such one (1) year survival period. All representations and warranties set forth in this Article X shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Purchaser, Seller shall so certify, in writing, in a form reasonably requested by Purchaser. Seller hereby agree to indemnify and hold Purchaser harmless from and against any and all claims, demands, liabilities, costs, and expenses of every nature and kind (including attorneys' fees) which Purchaser may sustain at any time 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.

## ARTICLE XII DEFAULT AND TERMINATION

12.01 Default by Purchaser; Remedies of Seller. In the event Purchaser fails to comply with any or all of the obligations, covenants, warranties, or agreements to be performed, honored, or observed by Purchaser under and pursuant to the terms and provisions of this Agreement and such default is not cured within ten (10) days after written notice (other than Purchaser's failure to tender the Purchase Price on the Closing Date, as to which no notice is required), then Seller may terminate this Agreement and pursue any and all remedies available to it at law or in equity.

12.02 Default by Seller; Remedies of Purchaser. In the event Seller fails to comply with any or all of the obligations, covenants, warranties, or agreements to be performed, honored, or observed by Seller under and pursuant to the terms and provisions of this Agreement, and such default is not cured within ten (10) days after written notice (except for a failure to deliver the limited warranty deed for the Premises or any other closing document in which case no such notice is required), then Purchaser may, at Purchaser's option, elect to terminate this Agreement and pursue any and all remedies available to it at law or in equity.

## ARTICLE XIII NOTICES

13.01. Notices. Whenever in this Agreement it shall be required or permitted that notice be given or served by either Party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that



purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Seller:

Bob Murch  
SGO Associates Ltd.  
c/o The Garlikov Companies  
41 South High Street  
Suite 3400  
Columbus, OH 43215

or such other address as Seller may hereinafter designate by written notice to Purchaser. Any notice to be served on Purchaser shall be addressed as follows:

If to Purchaser:

E. Rod Davisson, Esq.  
Village Administrator  
Village of Obetz  
4175 Alum Creek Drive  
Obetz, OH 43207

with copy to:  
Stephen J. Smith  
Frost Brown Todd LLC  
One Columbus  
10 West Broad Street  
Columbus, Ohio 43215,

or such other address as Purchaser may hereinafter designate by written notice to Seller.

#### **ARTICLE XIV** **GENERAL PROVISIONS**

14.01 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 County of Franklin in the State of Ohio.

14.02 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.

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

14.04 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns; provided, that this Agreement shall not be assignable by Purchaser without the prior written consent of Seller.

14.05 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.

14.06 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.

14.07 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.

14.08 Survival. The terms and provisions of this Agreement shall survive the delivery of the deed of conveyance hereunder.

14.09. Counterparts. This Agreement may be executed in one or more counterparts all of which will be considered one and the same agreement, binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

*[Signature Page Follows]*

ORDINANCE: 63 – 18

PASSED: DECEMBER 10, 2018

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated immediately below their respective signatures.

**SELLER:**  
SGO ASSOCIATES LTD.

**PURCHASER:**  
THE VILLAGE OF OBETZ, OHIO  
An Ohio municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
E. Rod Davisson, Village Administrator

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Stephen J. Smith, Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet the obligations of the Village of Obetz, Ohio hereunder has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from a previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

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Date

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M. Matthew Cramblit, Finance Director

STATE OF OHIO :  
: ss.  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for said state, personally appeared \_\_\_\_\_, duly authorized signator for SGO ASSOCIATES LTD., the Seller in the foregoing Agreement, and acknowledged the signing thereof to be his/her voluntary act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

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Notary Public

STATE OF OHIO :  
: ss.  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber, a Notary Public in and for said state, personally appeared E. Rod Davisson, Village Administrator for the Village of Obetz, Ohio, an Ohio municipal corporation, the Purchaser in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed for and on behalf of the Village of Obetz, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

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Notary Public