

# City of Gahanna

200 South Hamilton  
Road  
Gahanna, Ohio 43230

## Signature

Ordinance: ORD-0051-2024

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File Number: ORD-0051-2024

### **AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH VALUE RECOVERY GROUP II, LLC, FOR PROPERTY LOCATED ADJACENT TO 825 TECH CENTER DRIVE; AND DECLARING AN EMERGENCY**

**WHEREAS**, on September 6, 2022, City Council approved the property acquisition of 825 Tech Center Drive, the site of the future municipal complex supporting the needs of the Division of Police, City Hall, and Senior Center; and

**WHEREAS**, the Value Recovery Group II, LLC, owns a property (Parcel ID 025-013630) immediately adjacent to 825 Tech Center Drive; and

**WHEREAS**, a partial acquisition comprising 2.05 acres of said property at the southern border of 825 Tech Center Drive would provide additional buffer for securing the facility and potentially meet future expansion needs; and

**WHEREAS**, the negotiated purchase price of the property is \$150,000; and

**WHEREAS**, funds from the 825 Tech Center Drive project would be used to cover the acquisition and fees associated with the transaction; and

**WHEREAS**, the Administration recommends passage of this ordinance as an emergency measure immediately necessary for the preservation of public peace, safety, health, and welfare of the City; to wit: to allow the project to move forward and parties to finalize the closing.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:**


**Section 1.** That this Council hereby authorizes the Mayor to enter into a Purchase Agreement with the property owner Value Recovery Group II, LLC, to acquire the property as described for the price of one hundred fifty thousand dollars (\$150,000); said Purchase Agreement and description more particularly described in EXHIBIT A attached hereto and made a part herein.

**Section 2.** That for the reasons set forth in the preamble above, this Ordinance is declared an emergency measure which shall be in full force and effect immediately upon passage by this Council and on date of signature of approval by the Mayor.

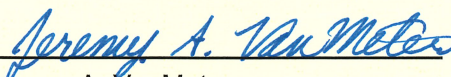
At a regular meeting of the City Council on September 3, 2024, a motion was made by Schnetzger, seconded by Renner, that the Ordinance be Adopted. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes;  
Mr. Renner, yes; Mr. Schnetzger, yes; Mr. Weaver, yes.

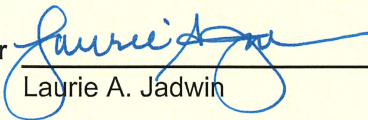


President   
Merisa K. Bowers


Date 9/3/24

Attest by   
Jeremy A. VanMeter  
Clerk of Council

Date 9/3/2024

Approved by the Mayor   
Laurie A. Jadwin

Date 9.3.2024

Approved as to Form   
Priya D. Tamilarasan  
City Attorney

Date 9/3/24

## **CONTRACT FOR SALE OF REAL ESTATE**

This Contract For Sale Of Real Estate (the "**Contract**") is made by and between VALUE RECOVERY GROUP II, LLC ("**Seller**"), an Ohio limited liability company with an office located at 919 Old Henderson Rd., Columbus, Ohio 43220, and THE CITY OF GAHANNA, an Ohio municipal corporation existing as a city under the general statutes of the State of Ohio located at 200 Hamilton Road, Gahanna, Ohio 43230 ("**Buyer**").

### **WITNESSETH:**

1. **PROPERTY**: Subject to the terms and provisions of this Contract, Seller hereby agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the fee simple title in and to an approximate 2.05 acre portion of an approximately 2.917 acre parcel identified as Franklin County Parcel Identification Number 025-013630, and all rights and appurtenances pertaining thereto, located off Tech Center Drive in Gahanna, Ohio, depicted on Exhibit A attached hereto (the "**Land**" or "**Property**"). At Closing (later defined in Section 6 of this Contract), Seller will retain the remaining approximate 0.867 portion of Franklin County Parcel ID# 025-013630, as depicted on Exhibit A (the "**VRG Portion**"). The parties acknowledge and agree that Franklin County may assign a different Franklin County Parcel Identification Number to the Property and/or the VRG Portion during the Lot Split.

2. **PURCHASE PRICE**: The purchase price (the "**Purchase Price**") of the Property shall be One Hundred Fifty Thousand and 00/100 dollars (\$150,000.00), payable in cash or wire transfer of immediately available funds at Closing (hereinafter defined).

3. **TITLE AGENT**:

a. Seller and Buyer agree to use Stewart Title (Attention: Stewart Title c/o Emma Dean, 269 West Shrock Road, Westerville Ohio 43081, Telephone: 614.818.6136, e-mail: [emma.dean@stewart.com](mailto:emma.dean@stewart.com)) as the title and escrow agent on this transaction (the "**Title Company**"). Within five (5) business days immediately following the effective date, Seller will provide Title Company with the Contract.

b. The Escrow Agent may act in reliance on any writing or signature which it, in good faith, believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such writing and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions of this Contract has been duly authorized so to do. The Seller and Buyer hereto agree that in performing any of its duties under this Contract, Escrow Agent shall not be liable for any loss, costs or damage unless arising out of its bad faith, willful misconduct or gross negligence.

c. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify it doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction located in Franklin County, Ohio, all money or property in its hands held under the terms of this

Contract, together with such legal pleading as it deems appropriate, and thereupon be discharged.

- d. The provisions of this Section 3 shall survive the Closing of this Contract.

4. **DUE DILIGENCE:**

a. Seller will provide Buyer with an inspection period, which will extend from the Effective Date until the Closing Date (later defined in Section 6 of this Contract) (the **“Inspection Period”**). During the Inspection Period, Seller will permit Buyer to conduct site inspections, including but not limited to: engineering studies, architectural studies, zoning studies, utility studies, Phase I environmental studies, and to complete an ALTA survey if so required (collectively, the **“Voluntary Preliminary Studies”**). Notwithstanding the above, the Property is being sold as-is, where-is, and with any and all faults; thus, Voluntary Preliminary Studies are being permitted as a courtesy to Buyer and these Voluntary Preliminary Studies and/or the results or findings thereof shall not be a basis to terminate this Contract. Any damage caused to the Property resulting from said Voluntary Preliminary Studies shall be promptly repaired by Buyer, at Buyer's expense, to the condition that existed immediately prior to such inspections. The obligations of Buyer set forth in this section shall survive the Closing of this Contract. Whenever possible, Buyer will provide Seller with advanced notice, by telephone or written notice, of proposed activities on the Property.

b. Within five (5) business days after the Effective Date, Seller will deliver to Buyer on a digitally secure website, platform or application, or as otherwise agreed by the parties hereto, any copies of documents, materials and information set forth on Exhibit B, to the extent in Seller's possession or control (collectively, the **“Diligence Materials”**).

c. During the Inspection Period, Seller will order and obtain legal descriptions and boundary surveys (collectively **“Surveys”**) regarding the Property and the VRG Portion. Upon completion of the Surveys, Buyer shall promptly provide Seller with its formal approval of the lot split for Franklin County Parcel Identification Number 025-013630, which approval shall not be unreasonably withheld. Buyer acknowledges and understands that its approval of the lot split is necessary to create two parcels (the Property and the VRG Portion), as depicted in Exhibit A. Seller will submit final lot split filings with the City of Gahanna, and therefore time is of the essence for Buyer to provide its approval as soon as possible after the Surveys. Buyer will cooperate with Seller on these efforts (the **“Lot Split”**).

- i. Seller will be responsible for engaging professionals and contractors necessary to complete the Lot Split. All fees and costs required to complete the Lot Split shall be paid for by Seller. Buyer will be required to reimburse Seller for all costs related to Lot Split at Closing. In the event of Buyer Default (later defined in Section 10), Buyer shall reimburse Seller for all costs and expenses Seller incurs for the Lot Split within five (5) business days with certified funds.

5. **SURVEY; PLATTING AND TITLE:**

a. Seller will provide a new ALTA survey of the Property (the "**Survey**"). The survey shall conform to the minimal technical standards needed to obtain the title exception to be removed from the title policy at Closing.

b. Within fifteen (15) days of the Effective Date, the Title Company shall deliver to Buyer, Seller, and Seller's General Counsel, a Standard Form Title Insurance Commitment from the Title Company (the "**Title Commitment**") covering the Property, together with legible copies of each instrument shown as an exception or pertaining to a requirement in Schedule B thereof. Costs and expenses associated with the Title Commitment will be paid by Seller, and Buyer shall reimburse Seller for all Title Commitment costs and expenses pursuant to Section 7 of this Contract.

c. Buyer shall have until 15 days preceding the Closing Date to notify the Title Company with a copy to Seller, of all, if any, title defects and the requirements necessary to cure same. Seller, at Seller's expense, shall have up to ten (10) days immediately following said notice to attempt to cure any title defects or make same insurable and shall make a reasonable, good faith effort to do so (the "**Title Curative Period**"). The Title Curative Period may be extended by mutual written consent of Buyer and Seller, which consent shall not be unreasonably withheld. If, during said Title Curative Period, Seller is unable or unwilling to cure the title defects or make same insurable to Buyer's satisfaction, Buyer shall then have the right and option, to: (a) waive the title curative requirements, accept the Survey and Title Commitment and its defects, and proceed to close this sale subject only to any other remaining terms and conditions of this Contract; or, (b) by giving proper notice as called for herein, declare this Contract null and void, thus relieving Buyer and Seller of any further obligations under this Contract except for the obligations that specifically survive. If Buyer delivers the Approval Notice prior to the Closing Date, Buyer shall be deemed to have waived any uncured title objections, other than those which Seller is contractually obligated to cure or has committed itself to cure. Notwithstanding anything herein to the contrary, Seller shall be required to cure or satisfy at the Closing (the "Mandatory Cure Items") (i) all existing monetary liens, mechanic or materialmen liens for work performed for Seller, and any judgment liens against Seller or the Property arising out of events occurring during Seller's ownership of the Property, and (ii) any property taxes due to Franklin County up to the Closing Date, and (iii) any and all encumbrances created by Seller after the Effective Date, at Seller's sole cost and expense. Seller's failure to cure or satisfy such requirements or liens and encumbrances shall be a default by Seller hereunder. Any matters reflected in the initial Title Commitment and Survey received by Buyer and waived or deemed waived pursuant to this Section 5 shall be "**Permitted Exceptions**" as that term is used herein.

6. **CLOSING:** Unless otherwise mutually agreed to by Seller and Buyer, the sale of the Property shall be closed (the "**Closing**") at the Title Company or at such other location as may be agreed by the parties within forty-five (45) days after the Effective Date (later defined in Section 12 of this Contract) (the "**Closing Date**").

7. **CLOSING COSTS, CLOSING CONDITIONS, CLOSING DELIVERIES:**

a. Costs associated with Buyer's due diligence, including but not limited to legal, updated survey and engineering fees, and any City of Gahanna application fees regarding the Lot Split, shall be paid by Buyer. Fees and costs incurred by the Seller for the Lot Split shall be reimbursed by Buyer at Closing. Each of Seller and Buyer shall pay the fees and expenses of its own attorneys in connection with the preparation and signing of an Agreement and other closing documents and the Closing. All other costs, including but not limited to Broker Fee (later defined in Section 11 of this Contract), title insurance charges (excluding Buyer required endorsements), fees, recording fees, real estate transfer taxes, excise taxes and other charges incurred in connection with the transaction outlined herein shall be paid by Buyer at Closing.

b. In addition to all other conditions set forth herein, the obligation of Buyer to consummate the transaction contemplated hereunder shall be contingent upon the following:

(i) Except as specifically otherwise provided, Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date;

(ii) There shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against Seller that would materially and adversely affect the Property or Seller's ability to perform its obligations under this Contract;

(iii) Seller shall have duly performed or complied with in all material respects all covenants, acts and agreements to be performed or complied with by Seller on or prior to Closing pursuant to the terms of this Contract; and

(iv) Seller shall have completed the Lot Split including all approvals.

c. At the Closing, Seller shall deliver in escrow to the Title Company the following:

(i) a General Warranty Deed conveying good and indefeasible title to the Land and Improvements to Buyer free of any encumbrances made by the Seller other than the Permitted Encumbrances;

(ii) an affidavit from Seller and any other parties required pursuant to Section 1445 of the Internal Revenue Code and/or regulations relating thereto stating, under the penalty of perjury, (1) that Seller is not a foreign person, (2) the U. S. Taxpayer identification number of Seller and such other parties, if any, and (3) such other information as may be required by regulations enacted by the U. S. Department of the Treasury in connection with Section 1445 of the Internal Revenue Code. An executed counterpart of this affidavit will be furnished to the Internal Revenue Service and Buyer at Closing;

(iii) a reaffirmation certificate executed by Seller wherein (except as specifically otherwise provided herein) Seller reaffirms and confirms that the representations and warranties of Seller set forth in this Contract are and remain true and correct as of the Closing Date;

(iv) such evidence as may be reasonably required by Buyer or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various Closing documents on behalf of Seller in connection with this Contract;

(v) such affidavits, indemnities, lien waivers and other documents as the Title Company may reasonably require from Seller as a condition to issuing the Title Policy in accordance with this Contract; and

(vi) such other documents as Seller and Buyer may have agreed to deliver at the Closing.

d. All Closing documents shall be prepared by Buyer and shall be consistent with this Contract and with custom and usage for similar type transactions.

e. At the Closing, Buyer shall deliver in escrow to the Title Company the following:

(i) the Purchase Price, plus or minus applicable prorations, in immediate, same-day federal funds wired for credit into the Title Company's escrow account; and

(ii) such other documents as Seller or the Title Company reasonably require in the consummation of this transaction.

f. On the Closing Date, Seller and Buyer shall deposit with the Title Company executed closing statements consistent with this Contract in form required by the Title Company. The Title Company's escrow fee shall be divided equally between and paid by Seller and Buyer.

8. **PRORATIONS:** Tax certificates reflecting payment of ad valorem taxes shall be furnished by Seller at Closing. Buyer shall be given a credit at closing for Seller's prorated share of taxes and assessments for which it is responsible but which are not yet payable, which adjustment shall be based upon the most current real estate valuation and tax rates available according to public record at the time of closing. If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the year of Closing, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. As soon as practicable after the tax rate and/or the assessed valuation of the Property has been fixed for the year of Closing, Seller and Buyer shall make an appropriate adjustment to the tax proration made at Closing.

9. **POSSESSION:** At the time this sale is closed, Seller shall deliver to Buyer possession of the Property free and clear of possession by others except tenants under leases described in this

Contract and the holders of easement rights under easements constituting permitted exceptions to title.

10. **DEFAULT**: Failure or refusal of either Buyer or Seller to fulfill and perform its obligations as stated herein shall cause said party to be in default of this Contract. If Seller defaults in its obligations, Buyer shall have the right to: by giving proper notice as called for herein, declare this Contract null and void, if applicable, thus relieving Buyer and Seller of any further obligations under this Contract; or bring an action for specific performance.

If Buyer defaults on its obligations, Seller shall deliver to Buyer a notice for reimbursement that details all costs and fees actually incurred by Seller in connection with its performance under this Contract (the **“Notice of Reimbursement”**). This Notice of Reimbursement will include all costs and fees incurred up to fifteen (15) days after the date of default. Buyers agrees to pay the Seller the total reimbursement amount set forth in the Notice of Reimbursement by certified funds, and within ten (10) business days from the date of the Notice of Reimbursement as liquidated damages, thus relieving Buyer and Seller of any further obligations under this Contract.

11. **BROKER AND BROKER’S COMMISSION**: Buyer shall be responsible for paying the six percent (6%) real estate commission on the Purchase Price, that is to be paid to Alterra Real Estate Advisors c/o Bob Lockett (3 Easton Oval #120, Columbus OH 43219), as broker for Seller arising out of this transaction (the **“Broker Fee”**). Buyer is not represented by a broker and thus no real estate commissions are due to any other broker.

Each party hereto represents to the other that, except as set forth above with respect to Broker, such respective party has not authorized any broker or finder to act on its behalf in connection with the sale and purchase hereunder. Each party hereto agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, losses, damages, costs, or expenses (including, but not limited to, reasonable attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement, or understanding (except as set forth above with respect to Broker) alleged to have been made by such party with any broker or finder in connection with this Contract or the transaction contemplated hereby. This Section 11 shall survive the Closing of this Contract.

12. **EFFECTIVE DATE**: The Effective Date of this Contract shall be the date upon which this Contract is duly executed by both parties. Upon full execution by both Parties to this Contract, Buyer will send same to the Title Company.

13. **ASSIGNMENTS**: Seller may not assign all or part of its rights, duties and obligations under this Contract to others prior to closing this sale. Buyer may not assign all or any part of its rights, duties and obligations under this Contract to others prior to the Closing, without the prior written consent of Seller unless the assignment is to an entity affiliated with Buyer, in which event Seller’s consent will not be required. Buyer shall provide written notice to Seller of any permitted assignment hereunder.

14. **PARTIES/PARTY**: As used herein, the term "parties" shall mean the Buyer and Seller, collectively and the term "party" shall mean either the Buyer or the Seller.



15. **BINDING EFFECT:** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, permitted assigns, legal representatives and survivors.

16. **NOTICES:** Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) overnight courier or delivery service with proof of delivery, (c) United States mail, postage prepaid, certified mail, or (d) electronic delivery (email or facsimile) addressed as follows:

To Seller: Value Recovery Group II, LLC  
919 Old Henderson Rd.  
Columbus, Ohio 43220  
Attn: Jordan Fromm  
Phone: 614.324.5959  
Facsimile: 614.324.5950  
Email: jfromm@valurecovery.com

with a copy to: Value Recovery Group, Inc.  
919 Old Henderson Rd.  
Columbus, Ohio 43220  
Attn: Jeff Sniderman  
Phone: 614.324.5959  
Facsimile: 614.324.5950  
Email: jsniderman@valurecovery.com

To Buyer: City of Gahanna, Ohio  
200 Hamilton Road  
Gahanna, Ohio 43230  
Attn: Laurie A. Jadwin - Mayor  
Phone: 614.342.4000  
Email: laurie.jadwin@gahanna.gov

with a copy to: City of Gahanna, Ohio  
200 Hamilton Road  
Gahanna, Ohio 43230  
Attn: Priya Tamilarasan – City Attorney  
Phone: 614.342.4000  
Email: priya.tamilarasan@gahanna.gov

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party in a notice sent in accordance with these notice provisions. Any such notice or communication shall be deemed to have been given at the time of personal delivery or, in the case of certified mail three (3) days after deposited in the custody of the United States Postal Service, or in the case of overnight courier or delivery service, as of the date of first

attempted delivery at the address and in the manner provided herein or, any notice sent by facsimile or email shall be deemed given by the date reflected by the facsimile confirmation receipt or at the time the email left the sender's delivery system; provided, any failed facsimile or email delivery will be deemed given at the time of the attempted deliver if the party sends a confirming copy that day via one of the other methods provided above. Any notice that may be given by either party in connection with this Agreement may be given by such party's attorney.

17. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that the following statements are true and correct as of the Effective Date and (except as provided below) as of the Closing Date:

a. Seller has no actual knowledge that the Property is currently subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws, statute, ordinance, rule, regulation, order, or determination of any governmental authority pertaining to health or the environment.

b. Seller has no actual knowledge that the Property has been contaminated by or used for the storage or disposal of any hazardous substances, hazardous waste, or petroleum.

c. The terms "hazardous substance" and "release" shall have the meanings specified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("**CERCLA**"), and the terms "solid waste," "underground storage tank" and "disposed" shall have the meanings specified in the Resource Conservation and Recovery Act of 1976 ("**RCRA**").

d. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Ohio.

e. Seller has good and indefeasible title to the Property (subject to the matters reflected in the Title Commitment and Survey) and has all requisite power and authority, and has taken all actions required by its organizational documents and to authorize it to execute and deliver this Contract. The individual executing this Contract and any other documents and instruments executed by Seller pursuant hereto has the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

f. Seller has no knowledge that there is any action, claim, lawsuit, litigation or proceeding pending against or with respect to the Property and, to the knowledge of Seller, no such action, claim, lawsuit, litigation or proceeding has been made or threatened.

g. Seller has no knowledge that there is any pending or contemplated taking of all or any portion of the Property.

h. Seller has no knowledge that the Property is in material violation of any law, code, ordinance or restriction applicable to the Property.

i. Seller is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

j. Seller has no knowledge that there are any adverse or other parties in possession of the Property and has not granted any other person the right to acquire the Property, and to the best of Seller's knowledge, no person has any right to acquire any interest in the Property.

k. Seller and each beneficial owner of Seller are not, and will not become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list), or under any statute, executive order (including the September 24, 2002, Executive Order blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action are not and will not knowingly engage in any dealing or transaction or be otherwise associated with such persons or entities.

The representations and warranties in this Section 17 shall survive the Closing of this Contract for a period of two (2) years.

18. **REPRESENTATIONS WARRANTIES AND AGREEMENTS OF BUYER:**

Buyer represents and warrants to Seller that the following statements are true and correct as of the Effective Date and as of the Closing Date:

a. Buyer is duly organized, validly existing and is in good standing under the laws of the State of Ohio;

b. Buyer has the power to own properties and to carry on business as and where such is now conducted;

c. Buyer has the full legal right, power and authorization to purchase the Property and this Contract constitutes a valid and binding obligation of the Buyer; and

d. Neither the execution and delivery of this Agreement nor compliance with the terms and provisions of this Contract on the part of Buyer will breach any statute or regulation of any governmental authority, domestic or foreign, nor, at the Closing Date, conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Buyer is a party.

19. **RESTRICTIVE COVENANT:** The Property is subject to that certain Declaration of Restrictive Covenant and Maintenance Agreement recorded by the Franklin County Recorder on or about May 9, 2012, as instrument number 201205090065224, and the Amendment thereto recorded by the Franklin County Recorder on or about July 24, 2014, as instrument number 201407240095272.

20. **TIME:** Time is of the essence for this Contract and all conditions hereof. If the last day to perform under a provision of this Contract falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended until the end of the next day which is not a Saturday, Sunday or legal holiday.

21. **ENTIRE AGREEMENT:** This Contract, including all exhibits and amendments attached hereto, if any, constitutes the entire understanding and agreement between Buyer and Seller and supersedes all prior and contemporaneous agreements, understandings, negotiations, offers, promises and discussions, whether oral or written, and there are no warranties, representations or agreements between Buyer and Seller in connection with this Contract or transaction contemplated herein, except as set forth herein.

22. **GOVERNING LAW:** This Contract and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any conflict of laws provisions. Any dispute or litigation concerning the subject matter of this Contract shall be brought in the courts, state or federal, of the City Columbus, Franklin County, Ohio. Each Party hereby expressly consents to jurisdiction of the same.

23. **CAPTIONS AND HEADINGS:** The captions and headings in this Contract are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract. The parties acknowledge that the parties and their counsel have reviewed this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

24. **COUNTERPARTS:** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. In order to expedite the execution of this Contract, an electronic signature shall be binding and have the same effect as an original signature.

25. **NO SOLICITATION:** Seller agrees that upon its execution of this Contract neither Seller nor its agents or employees will (a) initiate or encourage the initiation by others of discussions or negotiations with third parties or respond to solicitations by third parties relating to the Property or any part thereof, (b) fail to immediately notify Buyer of any third party attempts to initiate any such solicitation, discussion or negotiation with Seller, or (c) enter into any agreement with any third party with respect to the Property or any part thereof.

26. **RELATIONSHIP:** Nothing contained in this Contract shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or a partnership or a joint venture between Buyer and Seller or between either or both of them and any third party.

27. **EMINENT DOMAIN:** If, after the execution of this Contract and prior to Closing, Seller receives notice of the commencement or threatened commencement of eminent domain or other like proceedings against the Property or any portion thereof from any party other than Buyer, Seller shall immediately notify Buyer in writing referencing this provision, and Buyer shall elect within twenty (20) days from and after such notice, by written notice to Seller, either (i) to terminate this Contract, or (ii) to close the transaction contemplated hereby in accordance with its terms but subject to such proceedings, in which event the Purchase Price shall not be reduced, and

Seller shall assign to Buyer all of Seller's rights in any condemnation award or proceeds relative to the Property. If Buyer does not make such election within the aforesaid time period, Buyer shall be deemed to have elected to close the transaction contemplated hereby in accordance with clause (ii) above. Notwithstanding the above, Buyer agrees they may not elect to acquire this Property by an Eminent Domain action through the Closing Date of this Contract.

28. **SEVERABILITY**: All provisions of this Contract are distinct and severable. If any provision is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remaining provisions hereof.

29. **FURTHER ASSURANCES**: Seller agrees that it will, at any time and from time to time after the Closing Date, upon request of Buyer, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, assignments, conveyances, and assurances as may reasonably be required by Buyer in order to ensure and confirm the title to the Property in Buyer, and to ensure and confirm in Buyer all of the rights and benefits accorded Buyer hereunder, or at law or in equity, with respect to the Property.

30. **WAIVERS**: No waiver of any breach of any term or condition of this Contract shall be deemed a waiver of any prior or later breach of any other term or condition of this Contract.

31. **SURVIVAL OF PROVISIONS**: Except as herein otherwise provided, to the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein shall not be deemed terminated at the time of the Closing, nor shall they merge into the various documents executed and delivered at the time of the Closing, but shall continue to be binding on Seller and Buyer and their respective successors and assigns.

32. **GENDER AND NUMBER**: Unless the context otherwise requires, when used herein, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa. A person is deemed to include a person, firm, corporation or other entity.

33. **COVENANTS OF SELLER**: Seller covenants and agrees with Buyer that, between the Effective Date and the Closing Date:

a. Seller will cause the Property to be maintained and operated in the usual and customary manner substantially as it is currently being maintained and in material compliance with all applicable legal requirements.

b. Seller will not enter into any lease or use or occupancy agreement affecting any portion of the Property.

c. Seller will not sell, exchange, assign, transfer, convey, encumber or otherwise dispose of all or any part of the Property or any interest therein, or permit or negotiate for any of the foregoing.

d. Seller has not made, and prior to the Closing Date will not make, any commitments to any governmental authorities, any utility company not the Buyer, school board, church or other religious body, or any homeowner or homeowners' association, or to any other organization, group or individual, relating to the Property which would impose



any obligation on Buyer, or its successors or assigns, after the Closing Date to make any contributions of money, dedications of land or grant of easements or rights-of-way, or to construct, install or maintain any improvements of a public or private nature on or off the Property.

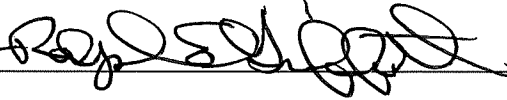
34. **LIKE KIND EXCHANGE:** Seller and Buyer will each, at no cost or liability to the other, reasonably cooperate with each other for purposes of allowing Seller and/or Buyer to affect a “like-kind” exchange in accordance with Section 1031 of the Internal Revenue Code in connection with the purchase and sale of the Project but in no event shall Buyer have any obligation to take title to another property.

IN WITNESS WHEREOF, the parties have executed this Contract to be effective as of the Effective Date.

*Signatures on following pages; remainder of this page intentionally left blank.*

***Signature Page of Seller to Contract for Sale Of Real Estate***

Value Recovery Group II, LLC

By: 

Name: Ralph E. Griffith

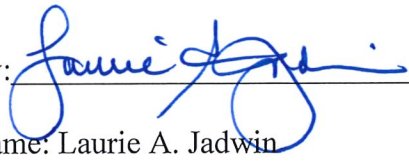
Title: CEO and President, Value Recovery Group  
Inc. as Managing Member

Date: August 2, 2024

***Buyer signature on following page; remainder of this page intentionally left blank.***

*Signature Page of Buyer to Contract For Sale Of Real Estate*

The City of Gahanna  
an Ohio municipal corporation

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

Name: Laurie A. Jadwin

Title: Mayor

Date: 9.4.2024

Approved to Form

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

Name: Priya Tamilarasan

Title: City Attorney

Date: 9/5/24

SCHEDULE OF EXHIBITS:

Exhibit A - Subject Property

Exhibit B - Diligence Materials

## TITLE COMPANY RECEIPT

The undersigned Title Company hereby acknowledges receipt of a counterpart of this Contract. The Title Company further agrees that it shall be responsible for all reporting to the Internal Revenue Service relating to the transaction contemplated by this Contract that is required under Section 6045 of the Internal Revenue Code of 1986, as amended.

Dated this 13 day of Sept, 2024.

Stewart Title

By: Emma Dean

Name: Emma Dean

Title: Escrow Officer

Date: September 13, 2024

**EXHIBIT A**





**EXHIBIT B**

**Diligence Materials**

1. Any copies held by Seller of existing surveys and plats and title policy and the deed or deeds conveying title to Seller, if in Seller's possession.
2. Any soil reports, environmental reports, engineering and property reports and zoning reports, if in Seller's possession or control.
3. Copies of any contracts affecting the Property (including, without limitation, contracts relating to management, security, maintenance, repairs, cleaning, etc. and leases).
4. Copies of the tax parcel map for the Property, if in Seller's possession.
5. Copies of any permits and licenses applicable to the Property and in Seller's possession, if any.



## OHIO ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature

Stewart Title Company  
259 West Schrock Road  
Westerville, OH 43081



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

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OH ALTA Commitment for Title Insurance (07-01-2021)

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I - Requirements;
    - f. Schedule B, Part II - Exceptions; and
    - g. a countersignature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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OH ALTA Commitment for Title Insurance (07-01-2021)

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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OH ALTA Commitment for Title Insurance (07-01-2021)

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**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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# OHIO ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

**Issuing Agent:** Stewart Title Company  
**Issuing Office:** 259 West Schrock Road, Westerville, OH 43081  
**Issuing Office's ALTA® Registry ID:**  
**Loan ID Number:**  
**Commitment Number:** 2087371  
**Issuing Office File Number:** 2087371  
**Property Address:** 0 Techcenter Drive, Columbus, OH 43230  
**Revision Number:**

1. Commitment Date: September 6, 2024 at 8:00AM

2. Policy to be issued: Proposed Amount of Insurance

(a) 2021 ALTA® Owner's Policy - Standard  
Proposed Insured: To be determined

(b) 2021 ALTA® Loan Policy - Standard  
Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Value Recovery Group II, LLC, a Delaware limited liability company dba Value Recovery Partners, who acquired said interest in [Instrument 200712200217547](#), filed December 20, 2007, [Instrument 200907080099979](#), filed July 8, 2009 and [Instrument 201602080015598](#), filed February 8, 2016 in the Franklin County records.

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

**STEWART TITLE GUARANTY COMPANY**



Authorized Countersignature

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File No.: 2087371

OH ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**OHIO ALTA COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 2087371

PARCEL I: 025-013630-00

Situated in the State of Ohio, County of Franklin, and in the City of Gahanna:

Being Lot 1 in Techcenter Drive Extension and Dedication Plat as the same is numbered and delineated upon the recorded plat thereof, of record in [Plat Book 112 page 79](#), Recorder's Office, Franklin County, Ohio.

PARCEL II:

Together with the rights of vehicular and incidental pedestrian access as described in the Deed of Easement granted to The Jas Group, Ltd., an Ohio limited liability company of record in [Instrument 200409100212779](#).

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OH ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# OHIO ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### Requirements

**File No.:** 2087371

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Show that restrictions or restrictive covenants have not been violated.
6. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
7. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
8. Pay all general and special taxes now due and payable.
9. Record a deed from Value Recovery Group II, LLC, an Ohio limited liability company dba Value Recovery Partners, to To be determined, conveying the property in Schedule "A".
10. Mortgage executed by Proposed Insured Owner to the Proposed Insured Lender encumbering the lands described in Schedule "A".
11. As to the seller: (a) Certificate of Existence from the Secretary of State's Office of the state where formed. (b) Copy of the Articles of Organization filed with the Secretary of State's Office where formed, as well as copies of all amendments thereto. (c) Copy of the Operating Agreement of the limited liability company, as well as any amendments thereto. (d) Certificate of the Manager(s) authorizing the transaction and which states that there have been no amendments to the Articles of Organization or Operating Agreement or that copies of all amendments are attached as an exhibit to the Certificate of Manager(s); or require Certificate of all members authorizing transaction. (e) A satisfactory search of the records against the names of a single member or community property members LLC.

NOTE: The Company may make other requirements or take further Schedule B exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon its otherwise ascertaining details of the transaction.

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OH ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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# OHIO ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2087371

### Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes.
3. Rights or claims of parties in possession, and not of record in the public records.
4. Liens for labor, services or materials or claims to same which are not of record in said records.
5. Any roadway easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
6. Taxes and assessments for the current year and subsequent installments, which are a lien, not yet due and payable.
7. Tax Information as to:  
Parcel Number: 025-013630-00 - Lot 1  
Property Address: Techcenter Drive  
Taxes for the first half of 2023, in the amount of \$1,694.18, are paid.  
Taxes for the second half of 2023, in the amount of \$1,694.18, are paid.  
Assessed values: Land \$40,850.00; Building \$0.00; Total \$40,850.00
8. Future special assessments, pending homestead or agricultural use exceptions, mobile home conversions, or board of revision applications and decisions that could give rise to a lien or any other right that would attach to the land between the effective date of commitment as extended and the recording of the interest to be insured.
9. Building lines, easements and restrictions shown on the recorded plat/map of Techcenter Drive Extension and Greenspace Dedication Plat as [Plat Book 112 page 79](#).
10. Pipe Line Right of Way granted to John W. Smith, as more fully set forth in the document recorded as [Miscellaneous Record 12 page 552](#).  
As assigned in [Miscellaneous Record 22 page 492](#).  
As assigned in [Miscellaneous Record 27 page 502](#).

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OH ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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# OHIO ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

11. Easement granted to The Ohio Fuel Supply Co., as more fully set forth in the document recorded as [Miscellaneous Record 7 page 505](#).  
As assigned in [Deed Book 2548 page 90](#).
12. Easement for Highway Purposes granted to the State of Ohio, as more fully set forth in the document recorded as [Deed Book 1048 page 637](#).
13. Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as [Deed Book 1225 page 117](#).
14. Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as [Deed Book 1376 page 137](#).
15. Deed of Easement granted to the Village of Gahanna, Ohio, as more fully set forth in the document recorded as [Deed Book 2619 page 223](#).
16. Deed of Easement granted to the Village of Gahanna, Ohio, as more fully set forth in the document recorded as [Deed Book 2871 page 30](#).
17. Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as [Deed Book 2919 page 563](#).
18. Easement granted to The Ohio Bell Telephone Company, as more fully set forth in the document recorded as [Deed Book 3140 page 364](#).
19. Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as [Deed Book 3148 page 65](#).
20. Easement granted to the State of Ohio, as more fully set forth in the document recorded as [Deed Book 3255 page 555](#).
21. Easement granted to the State of Ohio, as more fully set forth in the document recorded as [Deed Book 3255 page 557](#).
22. Easement for Channel Purposes granted to the State of Ohio, as more fully set forth in the document recorded as [Deed Book 3255 page 549](#).
23. Temporary Right of Way Agreement by and between Maurice C. Buckles and the Department of Highways, State of Ohio, as more fully set forth in the document recorded as [Deed Book 3255 page 553](#).
24. Deed of Easement granted to the City of Gahanna, as more fully set forth in the document recorded as [Official Record 2619 page C03](#).
25. Deed of Easement granted to the City of Gahanna, Ohio, as more fully set forth in the document recorded as [Official Record 2619 page C09](#).

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OH ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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# OHIO ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

26. Deed of Easement granted to the City of Gahanna, Ohio, as more fully set forth in the document recorded as [Official Record 4594 page A15](#).
27. Easement granted to The Ohio Bell Telephone Company, as more fully set forth in the document recorded as [Official Record 22413 page G12](#).
28. Deed of Easement granted to the City of Gahanna, Ohio, as more fully set forth in the document recorded as [Official Record 28386 page I08](#).
29. Easement granted to The Ohio Bell Telephone Company, as more fully set forth in the document recorded as [Official Record 29798 page J11](#).
30. Temporary Deed of Easement as more fully set forth in the document recorded as [Official Record 34402 page H13](#).
31. Agreement Establishing, Granting and Creating Restrictive Covenant of record in [Official Record 34402 page I02](#).
32. Deed of Easement granted to Morrison Taylor, Ltd., a limited liability company, as more fully set forth in the document recorded as [Official Record 34402 page I16](#).
33. Storm Sewer Easement Agreement by and between Andre M. Buckles, Morrison Taylor, Ltd., an Ohio limited liability company, TechCenter II, Ltd., an Ohio limited liability company, Gahanna Warehouse, Ltd., an Ohio limited liability company, and Gahanna Warehouse II, Ltd., an Ohio limited liability company, as more fully set forth in the document recorded as [Instrument 199710300130818](#), as re-recorded in [Instrument 199711140144520](#). First Amendment of record in [Instrument 199802230039687](#).
34. Deed of Easement granted to Morrison Taylor II, Ltd., an Ohio limited liability company, as more fully set forth in the document recorded as [Instrument 199710300130823](#).
35. Subject to the terms and conditions of the easements described in the Deed of Easement granted to The Jas Group, Ltd., an Ohio limited liability company of record in [Instrument 200409100212779](#).
36. Easement & Right of Way granted to Columbus Southern Power Company, as more fully set forth in the document recorded as [Instrument 200803120038064](#).
37. Environmental Covenant of record in [Instrument 200601180011312](#).
38. Notice of Solid Waste Landfill of record in [Instrument 200601180011348](#).
39. Declaration of Restrictive Covenants and Maintenance Agreement of record in [Instrument 201205090065224](#). Amendment to Declaration of Restrictive Covenants and Maintenance Agreement of record in [Instrument 201407240095272](#).
40. Rights of the public and any governmental unit in any part of the land taken, deeded or used for road, street or highway purposes.

Rights of way for drainage tiles, ditches, feeders, laterals, swales and underground drain tile or pipe, if any.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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## OHIO ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

41. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A. The company does not insure the area, square footage, or acreage of the land.
42. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
43. Oil and Gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may be subsequent to the date of the Policy. (NOTE: This exception will only appear on a final loan policy and relates to O.R.C. § 1509.31 (D))

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