

EXHIBIT A  
ORD-0009-2016

TRANSFERRED

DEC - 2 2015

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO



201512020168837  
Pgs: 9 \$84.00 T20150087624  
12/02/2015 9:01AM BXGAHANNA BOX  
Terry J. Brown  
Franklin County Recorder

90013877

CONVEYANCE TAX EXEMPT
A
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR

## WARRANTY DEED

Good Samaritan Reformed Church nka Great Lakes City Classis, for valuable consideration paid, grant(s), with general warranty covenants, to the City of Gahanna whose tax mailing address is 200 S. Hamilton Road, Gahanna, Ohio 43230, the following real property:

**Situated in the State of Ohio, County of Franklin, City of Gahanna and further described on attached Exhibit "A"**

Tax district and parcel number: 025-004277-00 + 025-005537-00

Street address of property: 620 McCutcheon Road (7.4415 acres), Gahanna, OH 43230

Prior instrument reference: Deed Book 3522 Page 184, Deed Book 3544, Page 58 and Deed Book 3544 Page 61, Recorder's Office, Franklin County, Ohio.

Subject Declaration of Restrictions and Right of First Offer Agreement on attached Exhibit "B".

*Gahanna Title Box 15-8103.*

Signed this 29<sup>th</sup> day of October, 2015.

Good Samaritan Reformed Church nka  
Great Lakes City Classis

Randy Weener  
By: Randy Weener, Leader

**STATE OF MICHIGAN:**  
**COUNTY OF Kent, SS;**

SWORN TO BEFORE ME and acknowledged in my presence this 29<sup>th</sup> day of  
October, 2015 by Good Samaritan Reformed Church nka Great Lakes City Classis.

Jalerie Brandor  
Notary Public  
Comm Exp 7-13-18

This instrument prepared by: Jennifer L. Route, Attorney at Law  
142 Granville Street *Gahanna Title Box 15-8103*  
Gahanna, OH 43230

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### 7.4415 ACRE LOT SPLIT

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in part of Quarter Township 1, Township 1, Range 17, United States Military District, being part of those original 12.382 and 2.638 acre tracts of land described in the deeds to Good Samaritan Reformed Church, as recorded in Deed Book 3522, Page 184 and Deed Book 3544, Page 61, respectively (record references to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Commencing at a 1" solid pin found in a monument box at the intersection of the right-of-way centerlines of McCutcheon and Stygler Roads;

thence westerly with said right-of-way centerline of said McCutcheon Road, a Grid Bearing of North 86°49'01" West, (passing a 1" solid pin found at an angle point in the construction centerline 3.69 feet right at 2419.62 feet and a P.K. nail found at the intersection with the Hines Road construction centerline at 3162.77 feet) a distance of 3167.77 feet to the original southwesterly corner of said 12.382 acre tract, also being the southeasterly corner of that 0.687 acre tract of land described in the deed to the City of Gahanna, recorded in Deed Book 3548, Page 619, and being the southeasterly corner of that 0.160 of an acre described in the deed to the City of Gahanna, recorded in Instrument No. 199712100164045;

thence northerly along the westerly line of said 12.382 and 0.687 acre tracts, being the easterly line of said 0.160 acre tract, and being a line 5.00 feet westerly of said construction centerline of Hines Road, North 3°09'31" East, 40.00 feet to a mag nail set at the northwesterly corner of said 0.687 of an acre tract, being at the "TRUE POINT OF BEGINNING:"

thence continuing northerly along the westerly line of said 12.382 acre tract, being the easterly line of said 0.160 acre tract, and the easterly line of the 0.069, 0.057, 0.058 and 0.057 of an acre tracts described in the deeds to the City of Gahanna, as recorded in Instrument Nos. 199712100164033, 199712100164049, 199712100164038 and 199712100164043, respectively, and being a line 5.00 feet westerly of said construction centerline of Hines Road, North 3°09'31" East, 688.83 feet to a mag nail set at the northwesterly corner of said 12.382 acre tract, being the southwesterly corner of the "Piper's Glen" Subdivision, recorded in Plat Book 45, Page 54;

thence easterly along the northerly line of said 12.382 and 2.638 acre tracts, being the southerly line of said Subdivision, South 85°17'52" East, (passing a 1" solid pin found at an angle point in said construction centerline of Hines Road at 5.00 feet, the easterly right-of-way line of said Road at 30.01 feet & the northwesterly corner of said 2.638 acre tract at 588.92 feet) a distance of 752.07 feet to a 3/4" iron pipe found at the northeasterly corner of said 2.638 acre tract, being at the southeasterly corner of said Subdivision, and being in the westerly line of "Woodside Green South" Subdivision, recorded in Plat Book 75, Page 40;

7.4415 Acre Lot Split continued,

thence southerly along the easterly line of said 2.638 acre tract, being said westerly line of said Subdivision, South 3°27'11" West, 152.00 feet to a rebar set;

thence westerly, southerly, southeasterly & southerly, across and through said original 12.382 acres, the following four (4) courses and distances:

1. North 87°16'00" West, (passing the westerly line of said 2.638 acre tract at 162.44 feet) a distance of 406.50 feet to a rebar set;
2. South 2°34'00" West, 351.00 feet to a rebar set;
3. South 61°07'00" East, 215.00 feet to a rebar set, And,
4. South 3°10'59" West, 69.48 feet to a rebar set in the northerly right-of-way line of said McCutcheon Road, being the northerly line of aforesaid 0.687 of an acre tract;

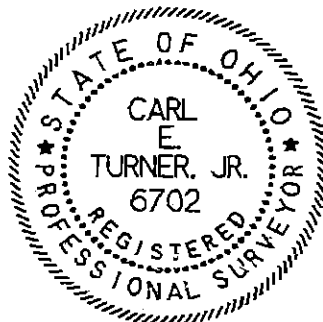
thence westerly along said northerly right-of-way line, North 86°49'01" West, (passing said easterly right-of-way line of aforesaid Hines Road at 511.81 feet & the construction centerline at 536.81 feet) a distance 541.81 feet, returning to the 'True Point of Beginning,' containing 7.4415 acres of land (of which 6.8631 acres (0.4741 acre in Hines Road right-of-way, D.B.3210, pg.678) being out of PID:025-004277 & 0.5784 of an acre being out of PID:025-005537), more or less, as surveyed and described in October of 2015, by Carl E. Turner Jr., Professional Surveyor 6702.

Subject, however, to all rights-of-way, of previous record.

Bearings are referenced to Grid North, Ohio State Plane Coordinate System, and specifically to the bearing of North 86°49'01" West, for the centerline of McCutcheon Road, as determined from GPS observations. Rebar called for as set are 5/8" O.D., 30 inches in length, driven flush with the ground, and capped with a yellow plastic plug inscribed TERRA SURVEY/TURNER PS6702.

Carl E. Turner Jr.,  
Professional Surveyor No. 6702  
22 October 2015

\* End of Description \*



0.5784  
Split  
6.8631 acre  
out of  
(025)  
4277  
+  
Split  
0.5784 acre  
out of  
(025)  
5537

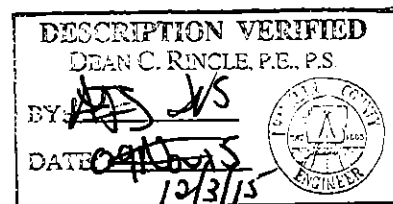


Exhibit B

Form of Declaration of Restrictions and Right of First Offer Agreement

**DECLARATION OF RESTRICTIONS  
AND RIGHT OF FIRST OFFER AGREEMENT**

This DECLARATION OF RESTRICTIONS AND RIGHT OF FIRST OFFER AGREEMENT (this "Agreement") is made by and between Good Samaritan Reformed Church / Great Lakes City, Classic ("Church"), and the City of Gahanna, an Ohio municipal corporation ("City"), effective as of the 13<sup>th</sup> day of October, 2015 (the "Effective Date").

WHEREAS, by deed dated on or about the date hereof, Church has conveyed to City an approximately 8-acre parcel of real property located at 620 McCutcheon Road in the City of Gahanna, Franklin County, Ohio, as more particularly described on Exhibit A attached hereto (the "City Property").

WHEREAS, Church has retained ownership of an approximately 3.5-acre parcel of real property located adjacent to the City Property, as more particularly described on Exhibit B attached hereto (the "Church Property").

WHEREAS, Church desires to subject the Church Property to certain restrictions benefitting the City and the City Property, and to grant City a right of first offer to purchase the Church Property, in accordance with the terms hereof.

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Restriction. During the ROFO Term (as defined below): (i) Church shall not solicit or accept offers to purchase, market for sale, sell, convey, or ground lease all or any portion of the Church Property without complying with the terms of this Agreement.

2. Right of First Offer.

(a) During the ROFO Term, prior to (i) soliciting or accepting offers to purchase all or any portion of the Church Property, (ii) marketing all or any portion of the Church Property for sale, or (iii) selling, conveying, or ground leasing all or any portion of the Church Property to a third party, Church shall give written notice to City of Church's desire to market or sell the Church Property (the "Church Notice"). For a period of thirty (30) days after receipt of the Church Notice (the "Refusal Period"), City shall have the exclusive right and option (the "ROFO"), exercisable at any time during the Refusal Period, to enter into a purchase agreement to purchase the Church Property from Church at the fair market value thereof as determined by City's appraiser. The form of the purchase agreement shall be substantially similar to that of the Real Estate Purchase Agreement dated \_\_\_\_\_, 2015 between Church and City for the purchase

of the City Property. City's notice of exercise of the ROFO must be given on or before the expiration of the Refusal Period. Upon receipt of the City's ROFO notice accompanied by a proposed purchase agreement for the purchase of the Church Property, Church shall promptly accept, execute and return such purchase agreement.

(b) If City does not elect to exercise its ROFO in accordance with the terms of subsection (a) above, then Church shall have the right to market the Church Property for a period of six (6) months from the date of the end of the Refusal Period. If no sale or ground lease of the Church Property has closed by the end of such six (6) month period, then Church shall not continue to market the Church Property without first giving notice to City again in accordance with paragraph (a) above. If any sale or ground lease of a portion of the Church Property to a third party closes (City having previously declined to exercise the ROFO), the ROFO as to such portion of the Church Property shall be deemed extinguished but no such sale or ground lease shall affect City's continuing ROFO as to the balance of the Church Property.

(c) Notwithstanding the foregoing, Church shall be permitted at any time during the ROFO Term to convey the entire Church Property to another church without triggering the City's ROFO. Following any such conveyance (and any subsequent permitted conveyances to other churches), the Church Property will at all times remain subject to this Agreement during the entire ROFO Term.

3. Term. The ROFO shall be in effect during the period from the Effective Date until that date which is twenty-one (21) years after the death of the last survivor of the now living descendants of the following persons, each of whom are members of the City's City Council as of the Effective Date: Stephen A. Renner, Michael Schnetzer, Brian D. Larick, Jamie Leeseberg, Karen J. Angelou, Ryan P. Jolley, and Tom Kneeland (the "ROFO Term").

4. Agreement to Run With Land. This Agreement shall run with the land and shall be binding upon Church and its heirs, administrators, executors, successors and assigns as the owners of the Church Property, and run to the benefit of City and its heirs, administrators, executors, successors and assigns as the owners of the City Property, during the ROFO Term.

5. Notices. Any notices under this Agreement shall be personally delivered, delivered by the deposit thereof in the U.S. Postal Service, postage prepaid, registered, or certified, return receipt requested, or by nationally recognized overnight courier service to the party at the address listed below or at another address hereafter designated by notice from the parties to this Agreement. Any such notice shall be deemed to have been delivered and given upon personal delivery or delivery by overnight courier service, or deposit with the U. S. Postal Service:

TO CHURCH:

Good Samaritan Reformed Church  
C/o Great Lakes City Classis  
2500 28<sup>th</sup> St SW  
Granville, MI 49418

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TO CITY:

City of Gahanna

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles.

7. Amendment and Modification. The parties hereto may amend, modify or supplement this Agreement only by an agreement in writing executed by all parties hereto or their successors or assigns.

8. Recording. This Agreement will be recorded in the Franklin County, Ohio Records.

9. Entire Agreement. This Agreement supersedes all other prior or contemporaneous understandings, commitments, representations, negotiations, discussions and agreements, whether oral or written or express or implied, among the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement among the parties hereto relating to the subject matter hereof.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall comprise one and the same instrument.

11. Time of the Essence. Time is of the essence for all terms and conditions of this Agreement. If a date specified for performance by either party falls on a weekend or legal holiday, the date for such performance shall be extended to the next business day.

12. Required Consents. Church represents and warrants to City that there are no mortgages or other liens currently encumbering the Church Property, nor are there any other agreements in effect which would require consent to be obtained from any third party prior to Church's entering into this Agreement.

*[signature page follows]*

This Agreement is executed as of the date first above written.

**SELLER:**

**GOOD SAMARITAN REFORMED CHURCH**

By: Rev. Randy Weener  
Print Name: Rev. Randy Weener  
Title: Classis Leader, Great Lakes City Classis

The foregoing instrument was acknowledged before me on the 13 day of October, 2015, by Randy Weener the Executor of Good Samaritan Reformed Church, an Ohio nonprofit corporation, on behalf of the corporation.

My Commission Expires:

7-13-18

Valerie Brander  
Notary Public

**CITY OF GAHANNA**

By: Rebecca W. Stinchcomb  
Print Name: Rebecca W. Stinchcomb  
Title: Mayor

The foregoing instrument was acknowledged before me on the 13 day of November, 2015, by Rebecca Stinchcomb the Mayor of the City of Gahanna, an Ohio municipal corporation, on behalf of the corporation.

My Commission Expires:

1/28/2018

Nancy Ballenger  
Notary Public



**NANCY BALLENGER**  
Notary Public, State of Ohio  
My Commission Expires 1/28/2018

This instrument prepared by:  
Anderson J. Green, Attorney at Law / FROST BROWN TODD LLC  
3300 Great American Tower / 301 East Fourth Street / Cincinnati, Ohio 45202



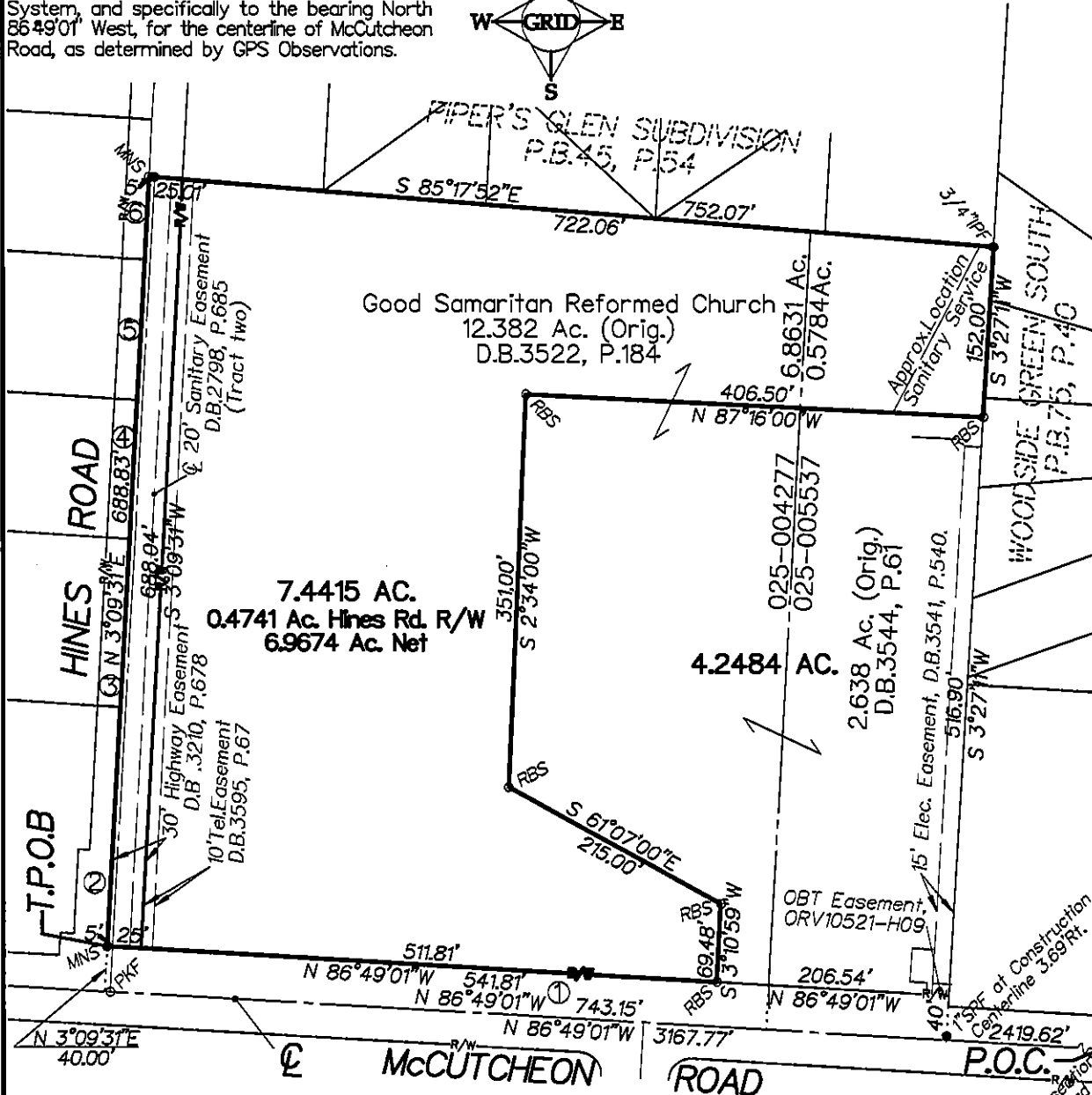
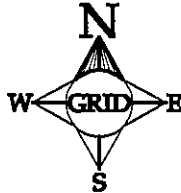
**LOT SPLIT SURVEY OF 7.4415 ACRES**  
LOCATED IN PART OF QUARTER TOWNSHIP 1, TOWNSHIP 1, RANGE 17  
UNITED STATE MILITARY DISTRICT  
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

PREPARED EXCLUSIVELY FOR:  
GAHANNA CITY PARKS DEPARTMENT

22 OCTOBER 2015

PLAT BOOK	45	PAGE	54
PLAT BOOK	75	PAGE	40
DEED BOOK	3522	PAGE	184
DEED BOOK	3544	PAGE	61

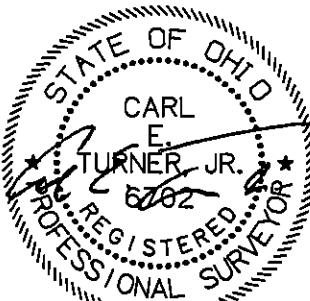
**BASS OF BEARINGS:** Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, and specifically to the bearing North 86°49'01" West, for the centerline of McCutcheon Road, as determined by GPS Observations.



1. City of Gahanna, 0.687 Ac., D.B.3548, P.619
2. City of Gahanna, 0.160 Ac., I.N.199712100164045
3. City of Gahanna, 0.069 Ac., I.N.199712100164033
4. City of Gahanna, 0.057 Ac., I.N.199712100164049
5. City of Gahanna, 0.058 Ac., I.N.199712100164038
6. City of Gahanna, 0.057 Ac., I.N.199712100164043

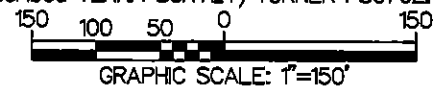
**SURVEYOR'S STATEMENT:**

We Herby Declare that this plat/map was prepared from an actual survey of the premises, that to the best of our knowledge, information & belief, correctly shows the location of the boundaries. Only those easements specifically brought to our attention, or those which we had special knowledge of are shown hereon. Any zoning, setback or sideyard data, underground public or quasi public utilities or substructures shown hereon are informational only.



**SURVEY MONUMENTS:**

Found (F)=●, Set (S)=○; IP=Iron Pipe (ID); SP=Solid Pin (OD); RB=Rebar; RS=Railroad Spike; PS=Pony Spike & PK=PK Nail. RBS=5/8" rebar set with yellow cap inscribed TERRA SURVEY/TURNER PS6702.



NOT AN AUTHORIZED DOCUMENT WITHOUT EMBOSSED OVER BLUE INK SURVEYOR'S SEAL