

PURCHASE AND DEVELOPMENT AGREEMENT

This "Agreement" is made and entered into as of _____, 20____ (the "Effective Date") by and between **Rings Brothers, LLC**, an Ohio limited liability company (the "Buyer"), and the **City of Gahanna**, an Ohio municipal corporation (the "Seller"), and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **PROPERTY:**

- 1.1 Seller desires to sell and Buyer desires to purchase and develop the "Property," as more fully defined below, on the terms and conditions as set forth in this Agreement.
- 1.2 Seller represents that Seller owns real property (the "Property"), as more particularly identified on **Exhibit A**, the Legal Description, and as depicted in **Exhibit B**, the Survey, attached hereto.

2. **PURCHASE PRICE:**

- 2.1 The purchase price for the Property is \$30,000.

3. **SURVEY:**

- 3.1 Seller shall obtain a survey and legal description of the Property sufficient for conveyance purposes. Survey and legal description shall not exceed \$2,000 which shall be reimbursed to the Seller by the Buyer at the time of closing.

4. **PROPERTY USE AND DEVELOPMENT:**

- 4.1 In consideration of Seller's willingness to facilitate an efficient, direct sale of the Property, Buyer agrees to use and develop the Property in accordance with the recommendations outlined within the Olde Gahanna Vision Plan, which was passed by Ordinance 0220-2009 by Gahanna City Council. The use and development of the Property shall be compliant with the Urban Design recommendations that are outlined within Chapter 9 of the Olde Gahanna Vision Plan. Specifically, the use and development of the Property should include:
 - 4.1.1 All commercial vehicles will be parked in the rear of the building in order to allow for a more pedestrian orientation of the Property.
 - 4.1.2 The Buyer intends to expand the manufacturing use of the Property. This manufacturing use shall be expanded to the rear of the Property. The expansion of the manufacturing use shall occur within one (1) year of the commencement of this agreement.
 - 4.1.3 The Buyer intends to expand the office and retail use of the property. This office and retail use shall be expanded to the front of the Property. The expansion of the office and retail use shall occur within three (3) years of the commencement of this agreement.

4.1.4 The use and development of the site shall be in such a manner that will allow for proper roadway access to the future extension of Shull Avenue. It is understood and agreed that the future extension will not encroach in any manner whatsoever upon the Property nor upon the existing adjacent property owned by Buyer of approximately 0.1397 acres (Parcel No. 025-011246-00).

4.1.4.1. Buyer shall ensure that the access management plan for the Property use and development is approved by the City Engineer.

4.2 In recognition of the economic impact the sale of the property provides the Buyer, the Seller will require a minimum payroll in order for the Property to be eligible to receive a property tax abatement. The Buyer agrees to have a minimum payroll of \$1.25 million within three years of receiving a property tax abatement. The Tax Incentive Review Council (TIRC) shall perform an annual review to evaluate the Buyer's compliance with the requirements set forth within section 4.2 of this agreement.

4.3 Buyer's non-compliance with Section 4 of this Agreement will be justification for the City of Gahanna to prohibit the Property from receiving a property tax abatement.

4.3.1 The Property is currently located within a Pre-1994 Community Reinvestment Area. Therefore, any property tax increases stemming from construction activities on the Property are eligible to be abated under this program. The Property will no longer be eligible for this property tax abatement if the conditions of 4.1, 4.2, and 4.3 are not satisfied.

5. **CLOSING DOCUMENTS:**

5.1 At Closing, Seller shall deliver the following to Buyer:

5.1.1 A general warranty deed, in recordable form conveying good and marketable fee simple title to the Property, free and clear of all deeds of trust, mortgages, liens, encumbrances, restrictions and conditions, except any permitted exceptions, as accepted by Buyer in writing. Seller shall obtain all tax parcel or lot split approvals required so that the Property is recognized by the County Auditor as its own tax parcel (or as part of a larger tax parcel to be created by Buyer).

5.1.2 Any other documents required by this Agreement to be delivered by Seller, including such other documents or instruments as may be reasonably requested by Buyer or Closing Agent to effectuate this transaction.

5.1.3 Possession of the Property free and clear of any tenancies or occupancies.

5.2 At Closing, Buyer shall deliver the following to Seller:

5.2.1 Any easement agreement granted to the Seller of the Property for any utilities.

5.2.2 Other documents required by this Agreement to be delivered by Buyer, including such other documents or instruments as may be reasonably requested by Seller or Closing Agent to effectuate this transaction.

5.2.3 The Purchase Price payable as described in Section 2.1 above.

6. **TAXES AND ASSESSMENTS:** At the Closing, the Seller and Buyer shall prorate taxes and assessments and make appropriate credits and adjustments so that (a) Seller pays all real estate taxes and assessments charged or to be charged for the time period before and through the date of Closing and receives a credit for any prepaid amounts, and (b) Buyer receives credit for any expenses that will be due after Closing but that are allocable to the time period prior to and through the date of Closing. Seller shall pay all delinquent taxes and assessment, if any. Current taxes and assessment shall be prorated and adjusted as of Closing using the latest information available. If the Property is taxed as part of a larger tax parcel, then, at Closing, the ad valorem property taxes shall be prorated based on the amount of ad valorem property taxes per acre multiplied by the number of acres located with the Property. The foregoing provision shall expressly survive the Closing and the execution and delivery of the deed and shall not be merged therein.

7. **REPRESENTATIONS, WARRANTIES, AND ADDITIONAL COVENANTS:**

Seller represents and warrants to Buyer and covenants with Buyer as follows:

- 7.1 That Seller has good and marketable fee simple title to the Property, and the same is or will be unencumbered at Closing, except for matters of record, which shall be subject to Buyer's approval, or otherwise will be addressed in accordance with the terms and conditions of this Agreement, and the matters to be created as contemplated by this Agreement. There are no encroachments of buildings or improvements on the Property from adjacent property and there are no encroachments of improvements from the Property onto adjacent property; and there are no boundary disputes or other matters affecting title to or the description of the Property.
- 7.2 There is no litigation, condemnation or similar proceeding, administrative proceeding or investigation, claim, dispute or any matter pending or threatened against the Property.
- 7.3 No work has been performed or is in progress at, and no materials have been furnished to, the Property which might give rise to, mechanics', materialmen's or other liens against all or any part of the Property.
- 7.4 No parties will be in possession of the Property on the date of Closing, except in accordance with easements of record, which are subject to Buyer's approval in accordance with the terms of this Agreement.
- 7.5 Subject to the approval of City Council, Seller has authority to enter into this Agreement and there is no agreement, covenant, indenture or other prohibition against Seller's conclusion of the transactions covered by this Agreement and/or Buyer's proposed use of the Property.
- 7.6 Seller shall not alter, remove, or make additions to, any portion of the Property, except as contemplated by this Agreement.
- 7.7 The Property is in material compliance with all applicable local, state and federal building code, zoning, land use and other laws.
- 7.8 The truth and accuracy of the foregoing representations and warranties shall be a condition precedent to the Closing. Seller hereby indemnifies and agrees to defend and hold harmless Buyer and its officers, directors, employees and agents from and against all claims, actions, obligations, losses, liabilities, damages and expenses, including, but not limited to, interest,

attorneys' fees and court costs, directly or indirectly resulting from or arising out of or in connection with a breach of Seller's representations and warranties set forth in this Agreement. This indemnification and agreement shall survive the Closing.

8. **CLOSING:** The Closing shall take place at a time and place agreed by Seller and Buyer. In the absence of such agreement the closing shall take place at a time and place designated by Seller.
9. **RISK OF LOSS:** Seller agrees that it will deliver the Property to Buyer at Closing in the same condition and repair as of the date of this Agreement, except for reasonable wear and tear. Seller will give immediate written notice to Buyer of any damage to or destruction of the Property and/or any condemnation proceedings pending or threatened against the Property. All risk of loss to the Property from fire, wind, hail, theft, water, or any other peril causing damage to the Property, as well as all risk of loss by reason of condemnation or threat thereof, shall be borne by Seller until Closing. In the event that any property damage or destruction occurs to the Property, other than normal wear and tear, and/or any condemnation affects the Property, then Buyer shall be entitled to terminate this Agreement or to perform its obligations and enforce its rights under this Agreement. If Buyer elects to terminate the Agreement pursuant to this Section, Buyer will so notify Seller in writing within ten (10) business days after Seller's written notice and whereupon this Agreement shall be of no further force or effect and Buyer shall be released from all liability hereunder.
10. **DEFAULT:**
 - 10.1 If Buyer fails to close when required to do so under this Agreement, Seller shall, as its sole and exclusive remedy, terminate this Agreement by giving written notice to Buyer, whereupon Buyer and Seller shall be relieved from all further liability, responsibility or obligation under this Agreement.
 - 10.2 In the event a dispute arises under this Agreement, all reasonable attorneys' fees and court costs incurred by the prevailing party in such litigation shall be promptly reimbursed by the other party hereto.
11. **CONSULTANTS:** Buyer and Seller each represents to the other that it has not contacted, contracted with or entered into any agreement with any real estate broker, agent or consultant in connection with the sale of the Property. Buyer and Seller each agree to indemnify, defend and hold the other harmless from and against all claims, losses, liabilities and expenses, including reasonable attorneys' fees, arising out of any claim by any real estate broker, agent or consultant with whom such party has dealt or negotiated.
12. **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 BUYER:

Rings Brothers, LLC

171 Granville Street
Gahanna, OH 43230
Attn: Bobby Rings

TO SELLER:

City of Gahanna
200 S. Hamilton Road
Gahanna, OH 43230
Attn: City Administrator

13. **ASSIGNMENT:** This Agreement may only be assigned by the written consent of the both parties hereto.
14. **MISCELLANEOUS:**
- 14.1 This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.
- 14.2 This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior contracts and agreements.
- 14.3 This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.
- 14.4 This Agreement may be executed in any number of identical counterparts each of which shall be considered an original but which together shall constitute one and the same Agreement.
- 14.5 The captions or paragraph headings are for convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.
- 14.6 This Agreement shall be governed by the laws of the State of Ohio.
- 14.7 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.
15. **DEADLINE:** This offer will remain open for acceptance by Buyer until 5:00 PM Gahanna, Ohio time on _____, 20 _____. If this offer is not accepted on or before such time, it will be considered revoked. Seller will accept this offer, if at all, by signing below and returning to Buyer a fully executed copy of this Agreement. When and if this offer is accepted, it will constitute a contract for the Purchase of the Property under the terms and conditions herein provided.

Approved as to form:

City Attorney

Seller:

CITY OF GAHANNA

By: _____

Print Name: _____

Title: _____

Buyer:

RINGS BROTHERS, LLC

By: _____

Print Name: _____

Title: _____

Exhibit A

LOT SPLIT 0.1397 OF AN ACRE

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in part of Quarter Township 4, Township 1, Range 17, United States Military District, being part of that 0.359 of an acre tract of land described as Parcel II in deed to the Community Improvement Corporation of Gahanna, recorded in Instrument No. 200811050162559 (record references recited herein are to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Commencing at 1" solid pin found in a monument box at Station 32+65.92 in the centerline of Granville Street (variable width right-of-way), as shown on Sheet 2 of 13 of the FRA-317-18.38 Right-of-Way Plans, said pin being located North 86°38'05" West, 2256.47 feet from FCGS monument number 5019;

thence westerly with said centerline of Granville Street, North 86°38'51" West, 189.05 feet to the intersection of the northwardly extension of the westerly line of Parcel I of those lands described in said deed to the Community Improvement Corporation of Gahanna;

thence South 3°03'45" West, along said northwardly extension and said westerly line, being the easterly line of that original 0.341 of an acre tract described in the deed to Ring Brothers, LLC, recorded in Instrument No. 201205140066782, (passing a mag nail set in the southerly right-of-way line of said Granville Street at 38.00 feet), a total distance of 228.08 feet to a mag nail set at the southwesterly corner of said Parcel I, being the southeasterly corner of said 0.341 of an acre tract, being also in the northerly line of said 0.359 of an acre tract, and being the **True Point of Beginning**;

thence continuing southerly, through said 0.359 of an acre tract, being along the southward extension of the easterly line of said 0.341 of an acre tract, South 3°03'45" West, 85.00 feet to a rebar set in the southerly line of said 0.359 acre tract, being in a northerly line of that 4.200 acre tract described in the deed to the Village of Gahanna, recorded in Deed Book 3060, Page 644;

thence westerly along said southerly line of the 0.359 of an acre tract, being said northerly line of the 4.200 acre tract, North 86°40'33" West, 72.19 feet to a drill hole set in a stone walkway at the southwesterly corner of said 0.359 acre tract, being a northwesterly corner of said 4.200 acre tract, and being in the easterly line of that 0.080 of an acre tract described in the deed to Pamela L. Johnson, recorded in Instrument Number 199907070172615;

thence northerly along the westerly line of said 0.359 of an acre tract, being said easterly line of the 0.080 of an acre tract, North 3°53'23" East, 85.00 feet to a 3/4" iron pipe found at the northwesterly corner of said 0.359 of an acre tract, being the northeasterly corner of said 0.080 of an acre tract, and being in the southerly line of said 0.341 of an acre tract;

thence easterly along the northerly line of said 0.359 of an acre tract, being the southerly line of said 0.341 of an acre tract, South 86°40'36" East, 70.96 feet, returning to the "True Point of Beginning," containing 0.1397 of an acre of land, more or less, as surveyed and described in September of 2016, by Carl E. Turner Jr., Registered Professional Surveyor No. 6702.

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

Bearings in the foregoing description are referenced to Grid North of the Ohio State Plane Coordinate System (NAD83 South Zone-2011 Adj.), and specifically the bearing of North 86°38'51" West for the centerline of Granville Street, as witnessed by monument boxes found at P.I. Stations 32+65.92 and 39+08.10. Rebar called for as set are 5/8" by 30", set flush with the ground and capped with a yellow plug inscribed "TERRA SURVEY/TURNER PS6702."

Terra Surveying Services, LLC



Carl E. Turner Jr.
Professional Surveyor No. 6702
29 September 2016



End of Description

Exhibit B

