

CITY COUNCIL
AGENDA FOR MEETING OF August 27, 2018
7:00 P.M. – COUNCIL CHAMBERS – 209 S. MAIN STREET

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

INVOCATION:

ROLL CALL:

APPROVAL OF MINUTES: The minutes from the August 13, 2018 meeting.

ADMINISTRATIVE REPORT:

REPORT OF CLERK OF COUNCIL:

PARKS & RECREATION REPORT:

PLANNING COMMISSION/DESIGN REVIEW BOARD REPORT:

COMMITTEE REPORTS:

HEARING OF CITIZENS:

RESOLUTIONS:

One Reading RESOLUTION TO AMEND THE QUALITY OF LIFE AWARD FOR THE CITIZENS OF MARYSVILLE AND TO
Only REPEAL RESOLUTION NUMBER 14-17

Administration Comments:

Council Comments:

2nd Reading A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE AGREEMENT TO PURCHASE
Public Hearing UNIMPROVED REAL ESTATE

Administration Comments:

Council Comments:

Citizen Comments:

ORDINANCES:

3rd Reading AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE SEWER REPLACEMENT AND
Title Only IMPROVEMENT FUND (FUND 536) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments:

3rd Reading AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE STORMWATER ASSESSMENT FUND
Title Only (FUND 570) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments:

3rd Reading AUTHORIZING A TRANSFER OF APPROPRIATIONS FOR THE STORMWATER ASSESSMENT FUND
Title Only (FUND 570) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments:

COMMENTS OF THE CITY MANAGER AND COUNCIL PERSONS AND GENERAL DISCUSSION:

ADJOURN:

CITY COUNCIL MINUTES

August 13, 2018

The meeting was called to order by Mayor Rausch at 7:00 p.m.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Mayor Rausch.

INVOCATION: The Invocation was given by Mayor Rausch.

MEMBERS PRESENT: Nevin Taylor, Deb Groat, JR Rausch, Alan Seymour, Mark Reams, and Henk Berbee. Tracy Richardson excused.

OTHERS PRESENT: City Manager Terry Emery, Finance Director Justin Nahvi, Law Director Tim Aslaner, Police Chief Floyd Golden, Fire Chief Jay Riley, Project Manager Marc Dilsaver, IT Director Aaron Story, Economic Development Director Eric Phillips, and Clerk of Council Rebecca Dible.

REPORTERS PRESENT: Will Channel- Journal Tribune

CITIZENS PRESENT: Dana Gehman, Nick Golden, David Phillips, Felix Rodriguez, Alex Vulic, Anthony Will, Kathy Young, and Mike Spencer

APPROVAL OF MINUTES: The minutes from July 23, 2018 Council Meeting and the August 6, 2018 Council Work Session were approved as presented.

ADMINISTRATIVE REPORT:

Mr. Emery reported the following:

City Manager

Filming

Honda will be filming a video today at 5th/Main St. Filming will begin at the Fire Dept. Bays around 5pm. EMS runs through the intersection will be filmed between 6:30-8:30. Pedestrians (actors) crossing the street will be filmed 10pm to 1am and a red light running scenario w/PD will be filmed from 1am to 3am. Mr. Rausch stated the filming would be mutually beneficial, as the City will be able to keep a copy of the footage for use.

NW 33 Innovation Corridor Council of Governments

The NW 33 Innovation Corridor COG Board of Directors appointed Keith Conroy (Millcreek Township resident and Township Trustee) as the fifth COG Board member at the August 1, 2018 COG meeting.

Japanese Student Exchange Program

This year Marysville Schools will be hosting 10 exchange students and 3 chaperones from our Friendship City, Yorii, Japan, beginning Friday, August 17 through Saturday, August 25. The City will host a farewell ceremony on Friday, August 24 from 1:30 p.m. - 3:00 p.m. at Partners Park.

Friday Nights Uptown

Blues & Brews will take place Friday, August 17 from 6:00 p.m. - 10:00 p.m. at Partners Park. Music by the Hoodoo Soul Band; Presented by Coughlin Marysville. The Founder's Day Car Show will be held in conjunction with this event.

Mr. Dilsaver reported the following:

Public Service Department

Bike Racks Installation

Bike racks that were donated by the Mental Health Recovery Board will be installed at Hatfield Corner Park tomorrow by Streets crews.

Lewis Park Playground

The Lewis Park playground was installed last week and is now open.

Engineering Department

Construction Updates

SR 31 Widening, Phase 1- Curb placement is ongoing and paving is anticipated next week. This project remains on schedule.

Mill Wood Blvd Extension (Cook's Pointe) - Utility work and roadway preparation continues at the site. Curbing is estimated in early October and paving at the end of October. This project remains on schedule.

Mr. Emery informed Council of the following:

Mill Valley Basketball Court Project

In the 5-Year Capital Improvement Plan, 2 projects identified were basketball courts at Mill Valley Central and Mill Valley South. Administration, working in conjunction with the Parks & Recreation Commission, determined the courts located at Mill Valley Central were more pressing and it was more conducive to begin at that location. Mr. Emery stated the Mill Valley Central court was currently under construction and concrete would be poured that week. He also reaffirmed the court location of Mill Valley South would still be taken into consideration in the 5-Year Capital Improvement Plan. He stated the major concern had been the court at Mill Valley South would have to be placed very close to homes and they wanted to make sure residents would be comfortable with this before proceeding.

REPORT OF CLERK OF COUNCIL: Mrs. Dible reported that she received a new liquor permit request for Red Shed Legendary BBQ, located at 1170 Columbus Avenue. Chief Golden had no objections. Council had no objections.

APPOINTMENT: Mr. Seymour moved to appoint Dana Gehman to Design Review Board as well as Planning Commission to fulfill vacant 3 year terms, ending on December 31, 2020. The appointment was affirmed by Council Majority.

REPORT OF ECONOMIC DEVELOPMENT DIRECTOR:

The Yorri, Japan Student exchange begins on Friday, August 17th 2018 and for the majority, if not all of the students, it would be their first time out of Japan. The Yorri students would be taken to a high school football game which would be first time they see American football. He thanked Honda for contributing \$40,000 to make this exchange possible and noted how this program allowed Marysville to shine globally.

HEARING OF CITIZENS:

RESOLUTIONS:

1st Reading Title Only A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE AGREEMENT TO PURCHASE UNIMPROVED REAL ESTATE

Administration Comments: Mr. Phillips explained this resolution would extend the original purchase agreement with Elford to December 31, 2018 with a 90 day extension option for an additional \$50,000.

Council Comments: Mr. Berbee questioned Administration as to the major factor holding back movement at this point, as when the project began close to 1½ years ago, all parties had been eager to move forward. Mr. Phillips stated the fear of tariffs had increased construction costs nationwide as well as the fact that multi-tenant industrial space was a new product for Marysville, which was accounting for some of the additional time needed. Mr. Berbee responded he was still very convinced this was a good choice for the City, however because almost 7 million dollars has been invested, he would like to see a return on the investment. Mr. Seymour asked if in the next few months Mr. Phillips would give an overview of what the trend has been like in the last year for speculative sights like this in Central Ohio. Mr. Phillips said he would. Mr. Rausch stated that Mr. Spencer had uploaded the Innovation Park marketing video created with drone footage on LinkedIn. Mr. Spencer stated it had been seen by over 7,000 people at that time.

ORDINANCES:

2nd Reading Public Hearing AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE GENERAL FUND (FUND 100) AS WELL AS THE LAW ENFORCEMENT TRUST FUND (FUND 226) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments: Mr. Rausch addressed social medial questions and stated he felt strongly this purchase would help fight against drugs that enter the community. He stated if the City could spend \$250,000 on a program that helped prevent drugs from entering the community, he believed it would be money well spent.

Citizen Comments: Union County Prosecutor Mr. Phillips stated he believed the special response vehicle was unfortunately needed to provide appropriate cover and protection for City Police and Special Response Team, therefore he wholeheartedly supported the purchase.

Mr. Taylor moved to waive third reading and the question, put stood:

Mr. Seymour YES; Mr. Reams YES; Mr. Berbee YES; Mr. Taylor YES;
Mrs. Groat YES; Mr. Rausch YES

Mr. Taylor moved to pass the legislation and the question, put stood:

Mr. Reams YES; Mr. Berbee YES; Mr. Taylor YES; Mrs. Groat YES;
Mr. Rausch YES; Mr. Seymour YES

2nd Reading AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE SEWER REPLACEMENT AND
Public Hearing IMPROVEMENT FUND (FUND 536) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments:

Citizen Comments:

2nd Reading AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE STORMWATER ASSESSMENT FUND
Public Hearing (FUND 570) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments:

Citizen Comments:

2nd Reading AUTHORIZING A TRANSFER OF APPROPRIATIONS FOR THE STORMWATER ASSESSMENT FUND
Public Hearing (FUND 570) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments:

Citizen Comments:

3rd Reading AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE GENERAL FUND (FUND 100) AS WELL
Title Only AS THE CAPITAL IMPROVEMENT FUND (FUND 439) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments:

Mr. Taylor moved to pass the legislation and the question, put stood:

Mr. Berbee YES; Mr. Taylor YES; Mrs. Groat YES; Mr. Rausch YES;
Mr. Seymour YES; Mr. Reams YES

3rd Reading AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE STREET CONSTRUCTION,
Title Only MAINTENANCE AND REPAIR FUND (FUND 225), THE SANITATION FUND (FUND 505) AS WELL
 AS THE STORMWATER FUND (FUND 570) AND MODIFYING THE 2018 ANNUAL BUDGET

Administration Comments:

Council Comments: Mr. Berbee stated unfortunately the compensation for the Streets Supervisor did not match the work being done, however because it was a retire-to-rehire situation, he was not comfortable with the mechanism in which the salary was being addressed; Therefore he would be voting against the legislation. Mr. Taylor confirmed that Mr. Berbee would be voting against the mechanics of the legislation and not against the individual in question, which was confirmed by Mr. Berbee.

Mr. Reams moved to pass the legislation and the question, put stood:

Mr. Taylor YES;	Mrs. Groat YES;	Mr. Rausch YES;	Mr. Seymour YES;
Mr. Reams YES;	Mr. Berbee NO		

COMMENTS OF THE CITY MANAGER AND COUNCIL PERSONS AND GENERAL DISCUSSION:

Mr. Reams encouraged citizens to go out to Maclover Woods, stating the gravel path was almost complete and all three bridges were set. He stated he was thankful for what Doctor Maclover left for the City as it was a beautiful place to be.

Mr. Berbee stated he had an opportunity to take his granddaughter to Lewis Memorial Park and the new playground equipment was yet to be figured out by parents and grandparents. He encouraged an evaluation of a particular piece of equipment for a possible age or height restriction, as it could be challenging for the vertically disabled. He also complemented the City Staff for assisting with this particular piece of equipment as it looked wonderful and was very unlike anything else the City had.

Mr. Rausch encouraged citizens to use safety on Wednesday as it was the first day for school busses to be on the road in Marysville. He also mentioned the new path along Amrine Mill Road which increased connectivity to the pedestrian bridge at Mill Valley and made it much safer for anyone walking to the High School. He also mentioned the Yorri exchange program and encouraged people to learn about the Japanese culture if they had the opportunity, as this was a phenomenal experience for those involved. Mr. Rausch complemented the Marysville Journal Tribune for the All Ohio Balloon Fest which occurred the previous week as it has become a regional event. He noted the level of entertainers had continued to climb, as ZZ Top performed last week, brining Marysville to the forefront.

Finally, there being no objections, due to the observance of holidays, Council rescheduled the September Work Session for Tuesday, September 4th at 6:00 pm, noting that all upcoming Work Sessions will begin at 6:00 pm. The 1st Council Session held in November was also moved to Tuesday, November 13th at 7:00pm.

Mr. Emery thanked City Council for their support regarding the armored vehicle purchase authorized that evening. He believed it would greatly increase the safety of City Law Enforcement and Firefighters and would increase safety in the community.

ADJOURN: There being no further business to come before Council, the meeting was adjourned at 7:35 pm.



Deborah Groat
Mark Reams

RESOLUTION _____

RESOLUTION TO AMEND THE QUALITY OF LIFE AWARD FOR THE CITIZENS OF
MARYSVILLE AND TO REPEAL RESOLUTION NUMBER 14-17

WHEREAS, on June 26, 2017 City Council resolved to create the Quality of Life Award to recognize citizens of the City of Marysville who have contributed to making the City a better place to live, work and play, and,

WHEREAS, it has become necessary to amend the program for the ease of administration of the program, and,

WHEREAS, nominations will be voted on by a committee of Council members, and the award will be presented at a date and time determined and advertised by the Clerk of Council and, now therefore;

BE IT RESOLVED by the Council of the City of Marysville, Ohio, that:

SECTION I. The City Council of Marysville hereby creates the Quality of Life award for the citizens of Marysville.

SECTION II. Nominations for the Quality of Life Award shall come from citizens of the City on a form that will be available on the City's website or from the Office of the Clerk of Council.

SECTION III. Nominations will be accepted year-round, and the deadline for submission of applications as well as the date and time for the presentation of the award will be advertised by the Clerk of Council.

SECTION IV. Resolution 14-17 is hereby repealed.

1st Reading _____

PASSED _____

MAYOR/ PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

APPROVED AS TO FORM:

LAW DIRECTOR DATE: _____

Nevin Taylor
Tracy Richardson
Henk Berbee
Alan Seymour
Deborah Groat
J.R. Rausch
Mark Reams

Resolution To Be Repealed

RESOLUTION 14-17

RESOLUTION TO CREATE THE QUALITY OF LIFE AWARD FOR THE CITIZENS OF MARYSVILLE

WHEREAS, the City desires to recognize citizens of the City of Marysville who have contributed to making the City of Marysville a better place to live, work and play;

WHEREAS, City Council will personally fund an award for a resident of the City of Marysville for his or her outstanding leadership and contributions;

WHEREAS, nominations for the award will be made by citizens of the City of Marysville by filling out a nomination form that will be available online or at the Clerk of Council's office.

WHEREAS, nominations will be voted on by a committee of Council members, and the award will be presented at the August Friday Night Uptown event and, now therefore;

BE IT RESOLVED by the Council of the City of Marysville, Ohio, that:

SECTION I. The City Council of Marysville hereby creates the Quality of Life award for the citizens of Marysville.

SECTION II. Nominations for the Quality of Life Award shall come from citizens of the City on a form that will be available on the City's website or from the Office of the Clerk of Council.

SECTION III. Nominations will be accepted year-round, and the cut-off date for the submission of a nomination for a particular year's award will typically be on the Monday the week prior to the August Friday Night Uptown celebration. The deadline as well as the date for the Friday Night Uptown event will be advertised on the City website.

1st Reading June 26, 2017

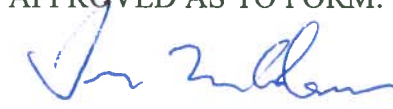
PASSED June 26, 2017


MAYOR/ PRESIDENT OF COUNCIL

ATTEST:


CLERK OF COUNCIL

APPROVED AS TO FORM:


LAW DIRECTOR DATE: 6/14/17

Terry Emery

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE THE FIRST AMENDMENT TO THE
AGREEMENT TO PURCHASE UNIMPROVED REAL ESTATE**

WHEREAS, on March 12, 2018, Council took action to pass Resolution No. 7-18 to authorize the sale of certain city-owned real property in order to promote economic development as part of the 33 Innovation Park Development, and

WHEREAS, since that time, it has become necessary to amend the document as set forth and attached hereto as Exhibit A, now therefore;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. The City hereby approves the amendment to the Agreement to Purchase Unimproved Real Estate, attached hereto as Exhibit B:

1st READING _____

2ND READING _____

3RD READING _____

PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

APPROVED AS TO FORM

LAW DIRECTOR DATE

EXHIBIT A

AGREEMENT TO PURCHASE UNIMPROVED REAL ESTATE

This Agreement to Purchase Unimproved Real Estate ("Agreement") is made effective as of the ____ day of _____, 2018 (the "Effective Date"), by and between **ECP ACQUISITIONS, LLC**, an Ohio limited liability company, its successors and/or assigns, with a mailing address of c/o Elford Development, LLC, 1220 Dublin Road, Columbus, Ohio 43215, Attn. David Sheidlower, Esq. (email: dsheidlower@elforddevelopment.com) ("Purchaser") and **COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY** with a mailing address of 227 East Fifth Street, Marysville, Ohio 43040, Attn. Eric Phillips, Executive Director; Email: ephillips@unioncounty.org, Fax: (937) 644-0422, as "Authorized Agent" for the City of Marysville, Ohio ("Seller").

RECITALS

A. The City of Marysville, Ohio (the "City") is the owner of an approximately 20.07+/- acre parcel of undeveloped real property located in an industrial and commercial park developed by the City and known as 33 Innovation Park, situated along Innovation Way, in the City of Marysville, Union County, State of Ohio, and more particularly identified as a portion of Permanent Parcel Number 201611040009148 in the Union County tax records and shown on the attached Exhibit A, (together with all appurtenant rights thereto, the "Property");

B. The Seller is a duly organized Ohio not-for-profit corporation formed pursuant to Chapter 1724 of the Ohio Revised Code (the "Act");

C. The Seller and the City have entered into an Agreement (the "CIC Agreement") as authorized by Resolution No.65-17 adopted by the City Council on December 11, 2017 and as further authorized by the Act, pursuant to which CIC Agreement the City has appointed the Seller as the economic development agency for the City to permit the Seller to sell or to lease any lands or interests in lands owned by the City that are determined by the City to be no longer required by the City for its purposes, for uses determined by the City as those that will promote the welfare of the people of the City;

D. The City has determined, pursuant to Resolution No. _____, that the Property is no longer required by the City for its purposes, and has requested that the Seller, acting as Authorized Agent of the City pursuant to the Agreement, enter into this Agreement with respect to the Property;

E. Purchaser desires to acquire and develop the Property in phases on the terms set out herein, which development is intended to result in the construction of approximately 339,000 aggregate square feet of Class A industrial manufacturing, technology, and/or general office, and distribution space, although distribution space is not intended to be the primary use with respect to any tenant within the Property (the "Project"); provided, however, that the foregoing Project description is not intended to be a covenant or warranty of any kind by Purchaser;

F. The City has determined that the sale of the Property and the Project, if developed as currently proposed, will meet economic development objectives of the City as set out in the City's Economic Development Incentive Policy, help achieve job creation and investment objectives for 33 Innovation Park, and promote the welfare of the people of the City;

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

ARTICLE 1. PROPERTY

A. Phase 1 Tract. On the terms set forth herein, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, a portion of the Property generally as outlined on Exhibit B attached hereto, and being comprised of two parcels (collectively, the "Phase 1 Tract"):

- a. Parcel 1A is an approximately 9.36 acre parcel ("Parcel 1A"); and
- b. Parcel 1B is an approximately 1.51 acre parcel("Parcel 1B").

The exact legal description and acreage of Parcel 1A and Parcel 1B shall be determined by the ALTA survey obtained by Purchaser pursuant to Article 3 below.

B. Phase 2 Tract. As to the balance of the Property, being approximately 9.2 acres (the "Phase 2 Tract"), Seller hereby grants Purchaser the following rights:

1. **Option to Purchase Phase 2 Tract.** Subject to Article I, Section B.2 below, at any time after the Effective Date of this Agreement and extending until the date that is one (1) year following the date of Closing of the Phase 1 Tract (the "Option Period"), Purchaser shall have an option to purchase the Phase 2 Tract ("Option") on the same terms and conditions as set out herein with respect to the Phase 1 Tract, except that (x) the purchase price to be paid by Purchaser for the Phase 2 Tract shall be Seventy-Five Thousand Dollars (\$75,000.00) per acre, (y) all of Purchaser's Due Diligence conditions (as described in Article 3 hereof), shall be deemed to have been satisfied or waived by Purchaser as of the date Purchaser exercises the Option; and (z) the Closing on the Phase 2 Tract shall occur not later than ninety (90) days after the date Purchaser exercises the Option. Purchaser shall exercise this Option by delivering written notice of its intent to purchase to Seller. The exact legal description of the Phase 2 Tract shall be determined by the ALTA survey obtained by Purchaser pursuant to Article 3 below.
2. **Right of First Refusal.** During the Option Period, in the event that Seller receives a bona fide third party offer for all or part of the Phase 2 Tract that Seller desires to accept ("Third Party Offer"), the Option provided in Section B.1 above shall be of no force and effect and the provisions of this Section B.2 shall apply instead. Seller shall promptly deliver to Purchaser a complete copy of the Third Party Offer (the "ROFR Notice") and Purchaser shall have fifteen (15) business days from the date of receiving the ROFR Notice from the Seller to accept and match the terms and conditions of such Third Party Offer ("Right of First Refusal"), excluding only those portions of the Third Party Offer which by their nature cannot be met by Purchaser. In the event that Purchaser does elect to match the Third Party Offer, then Purchaser shall close on the Phase 2 Tract on or

before the date that is ninety (90) days after Purchaser's receipt of the ROFR Notice, which closing shall otherwise be subject to, and on the terms and conditions set out in the ROFR Notice. In the event that Purchaser does not exercise the Right of First Refusal or does not close on such Phase 2 Tract within such ninety (90) day period, then Seller may sell the tract to such third party offeror on the terms and conditions set forth in the Third Party Offer. In the event that Purchaser elects not to exercise the Right of First Refusal and the Seller does not close the sale with the prospective third party purchaser within the time period set forth on such Third Party Offer, and on the terms and conditions set forth in the ROFR Notice, then Purchaser's Option as set out in B.1 above shall be reinstated through the Option Period. In the event the Third Party Offer pertains to only a portion of the Phase 2 Tract then the Purchaser's Option shall continue to apply at all times during the Option Period to the balance of the Phase 2 Tract not covered by the Third Party Offer.

Notwithstanding anything to the contrary herein, in the event Purchaser has closed on the Phase 1 Tract, Seller agrees to use commercially reasonable efforts during the Option Period to first promote other available land owned by Seller within the Innovation Park to potential third party offerors.

In no event shall the Option and Right of First Refusal granted herein extend past the one (1) year anniversary of the Phase 1 Tract Closing.

- C. Defined Terms.** Defined/capitalized terms used herein, such as "Property," "Closing," "Initial Due Diligence Period," "Initial Deposit" and the like, shall apply as to the Phase 1 Tract and the Phase 2 Tract, as applicable, unless otherwise specified.

ARTICLE 2. PURCHASE PRICE AND EARNEST MONEY

- A. Purchase Price, Phase 1.** Parcels within the 33 Innovation Way development that front along US Route 33 are or will be available for purchase from the Seller for a price per acre of not less than \$75,000. The Seller and Purchaser recognize, however, that Parcel 1B, although it enjoys frontage along US Route 33, cannot be developed separately from Parcel 1A given its location and topography. Therefore, Purchaser shall pay Seller: (i) a purchase price calculated at \$75,000 per acre for Parcel 1A ("Parcel 1A Purchase Price"); and (ii) a purchase price for Parcel 1B calculated at a price per acre equal to that amount necessary to cause the aggregate price per acre of both Parcel 1A and Parcel 1B to average \$65,000 per acre ("Parcel 1B Purchase Price")(collectively, the "Purchase Price").
- B. Earnest Money.** Within three (3) business days from the Effective Date, Purchaser shall deliver an initial earnest money deposit in the amount of Twenty-five thousand dollars (\$25,000.00) ("Initial Deposit") to the Escrow Agent (defined below) to be held by the Escrow Agent and disbursed in the manner described in this Agreement. The Initial Deposit, together with any Additional Deposit made pursuant to Article 3 below (collectively, the "Deposit"), shall become applied to the Purchase Price at Closing of the Phase 1 Tract, but except as otherwise expressly set forth in this Agreement shall be non-refundable to the Purchaser unless Purchaser provides written notification to the Seller of the termination of this Agreement prior to the expiration of the Initial Due Diligence Period (defined in Article 3 below), or in the event

of Seller's Default hereunder or Seller's inability to deliver title to the Phase 1 Tract in the condition required hereunder. The Initial Deposit shall be held in an interest bearing account, separate from other accounts by Union County Title Ltd. as escrow agent. The Escrow Agent will be Union County Title Ltd., 233 West 5th Street, Marysville, Ohio 43040, Attn: Stephen Yurasek, (937) 642-1070 ("the Escrow Agent").

At the Closing of the Phase 1 Tract, if Purchaser has not exercised the Option as to the Phase II Tract and elected to close simultaneously on both the Phase 1 Tract and the Phase 2 Tract, Purchaser shall restore an earnest money deposit as to the Phase 2 Tract in the amount of Twenty-five thousand dollars (\$25,000.00) ("Option Deposit"). The Option Deposit shall immediately be paid to Seller by the Escrow Agent and such amounts shall be nonrefundable (except in the event of Seller's Default hereunder, Seller's inability to deliver title to the Phase 2 Tract in the condition required hereunder, or the sale of the Phase 2 Tract by Seller to a third party pursuant to Section 1.B.2 above) but shall be credited against the Purchase Price at Closing for the Phase 2 Tract.

ARTICLE 3. CONDITIONS PRECEDENT

A. Due Diligence Period(s).

- 1. Timing and Deposits.** Purchaser shall have from the Effective Date through and including December 31, 2018 (such period being referred to here as the "Initial Due Diligence Period") to inspect the Property (the "Due Diligence Investigations") and its suitability (as determined by Purchaser in its sole and absolute discretion) for Purchaser's intended development of the Property for the Project. In the event that Purchaser determines that additional Due Diligence Investigations are required beyond the Initial Due Diligence Period and so long as Purchaser has satisfied the Minimum Performance Standards set out below prior to the end of the Initial Due Diligence Period, then Purchaser shall have the right to extend the Initial Due Diligence Period one (1) additional period of ninety (90) days (herein, the "Extended Due Diligence Period" and together with the Initial Due Diligence Period, the "Due Diligence Period") by giving written notice to Seller prior to expiration of the Initial Due Diligence Period; provided, however, that with respect to the such Extended Due Diligence Period, Purchaser shall be obligated to deposit an additional fifty thousand dollars (\$50,000.00) with the Escrow Agent (the "Additional Deposit"). The Additional Deposit shall immediately be paid to Seller by the Escrow Agent and such amount shall be nonrefundable (except in the event of Seller's Default hereunder or Seller's inability to deliver title to the Property in the condition required hereunder), but shall be credited against the Purchase Price at Closing. ~~shall have until one hundred twenty (120) days after the later of (i) the Effective Date; and (ii) the date Seller notifies Purchaser of Seller's satisfaction of the conditions set forth in Article 3, Section D.1 and D.2 below of this Agreement (the "Initial Due Diligence Period") to inspect the Property (the "Due Diligence Investigations") and its suitability (as determined by Purchaser in its sole and absolute discretion) for Purchaser's intended development of the Property for the Project. In the event that Purchaser determines that additional Due Diligence Investigations are required beyond the Initial Due Diligence Period and so long as Purchaser has satisfied the Minimum Performance~~

~~Standards set out below prior to the end of the Initial Due Diligence Period, then Purchaser shall have the right to extend the Initial Due Diligence Period for two (2) separate, consecutive additional periods of ninety (90) days each (herein each, an "Extended Due Diligence Period" and together with the Initial Due Diligence Period, the "Due Diligence Period") by giving written notice to Seller; provided, however, that with each such extension, Purchaser shall be obligated to deposit an additional Twenty five thousand dollars (\$25,000.00) with the Escrow Agent (individually, an "Additional Deposit" and collectively, the "Additional Deposits"). The Additional Deposits each shall immediately be paid to Seller by the Escrow Agent and such amounts shall be nonrefundable (except in the event of Seller's Default hereunder or Seller's inability to deliver title to the Property in the condition required hereunder) but shall be credited against the Purchase Price at Closing.~~

2. **Scope of Due Diligence.** During the Due Diligence Period, Purchaser, its agents, employees, and engineers shall have the right to enter onto the Property to conduct its Due Diligence Investigations. The right to conduct Due Diligence Investigations includes the right of Purchaser and Purchaser's employees, agents and contractors to enter upon any portion of the Property to take measurements, make inspections, conduct test borings, make boundary and topographical survey maps, and to conduct geotechnical, soil, environmental, groundwater, wetland and other studies required by Purchaser in its sole discretion and to determine the existence and adequacy of utilities serving the Property, zoning and compliance with laws. Purchaser agrees to provide Seller and the City with copies of all due diligence reports procured by Purchaser as related to the Property.
3. **Seller Deliveries.** Within fifteen (15) days following the Effective Date, at no cost to Purchaser, City shall deliver copies of the following to the extent such are in the possession of or available to Seller: existing soil and groundwater tests, surveys, title policies, environmental reports, underground storage tank test results, waste disposal records, permit records, code violation notices and records, traffic studies and other engineering tests and studies pertaining to the Property.
4. **Termination.** In the event the Property is not satisfactory to purchase in Purchaser's sole and absolute discretion, Purchaser shall have the right to terminate the Agreement prior to the end of the Due Diligence Period by providing written notice of termination to Seller on or before the expiration of the Due Diligence Period. If Purchaser terminates this Agreement prior to the expiration of the Initial Due Diligence Period, the Escrow Agent shall return the Initial Deposit to Purchaser. Upon termination of this Agreement by Purchaser pursuant to this Section 3.A, neither party shall have any further rights or obligations under this Agreement whatsoever.

B. Title and Survey. During the Initial Due Diligence Period, Purchaser shall, at Purchaser's expense, obtain from Union County Title Ltd., 233 West 5th Street, Marysville, Ohio 43040, Attn: Stephen Yurasek, (937) 642-1070 ("Title Company") a commitment (the "Commitment") for an ALTA Owner's Policy of Title Insurance (the "Title Policy"), covering the entire Property. Purchaser shall provide any title objections to Seller on or before December 31, 2018. Purchaser shall also obtain during the Initial Due Diligence Period, at Purchaser's expense, an ALTA/ACSM Survey of the entire Property and shall provide a copy thereof to

the Seller and the City (the "Survey"). Purchaser shall provide the ALTA/ACSM Survey to the Seller and City on or before December 31, 2018. The Survey may, if applicable, depict the Phase 1 Tract (separately describing Parcel 1A and Parcel 1B) and Phase 2 Tract separately. If the Commitment or the Survey is not satisfactory to Purchaser, then Purchaser shall give Seller notice of those items that Purchaser finds unacceptable prior to the expiration of the Initial Due Diligence Period. Seller shall have ten (10) days after notice from Purchaser to either agree to cure the defect at or prior to Closing or to advise Purchaser that it will not cure the defect at or prior to Closing. If Seller does not agree to cure the defect (and Seller's failure to respond in writing shall not be deemed to be an agreement to cure the defect), Purchaser may either (i) accept title to the Property subject to the defect without a reduction in the purchase price or (ii) terminate this Agreement by written notice to Seller and receive a return of the Initial Deposit, and neither party shall have any further rights or obligations under this Agreement whatsoever. Notwithstanding any other provision of this Agreement to the contrary, Seller agrees that monetary liens encumbering the Property shall be released by Seller as of Closing. In addition, Purchaser acknowledges that the Property is subject to the terms of that certain Contract dated February 3, 2017 between the City and Darrison W. Cook/CCFC LLC relating to the agricultural use of the Property, a copy of which is attached hereto as Exhibit C (the "Farming Contract"). Purchaser shall be responsible to pay to the tenant under the Farming Contract, any damages that may be due under the Farming Contract as a result of Purchaser's access to the Property during the term of this Agreement or following the Closing. With regard to the Farming Contract, Seller covenants that it will not, without the prior written consent of Purchaser, which consent Purchaser may grant or withhold in its sole discretion: (i) amend or modify any term, condition or provision of the Farming Contract that relate to or impact the Property; (ii) extend the term of the Farming Contract as to the Property beyond November 30, 2018, whether pursuant to Section 4.C.3. thereof or otherwise by mutual agreement of the parties thereto; and (iii) indemnify, defend and hold Purchaser and Purchaser's successors and assigns harmless from and against any payments or other liabilities due from the City, its successors and assigns, under the Farming Contract, which payments or other liabilities first arose prior to the date of Closing, except for amounts due as a result of Purchaser's exercise of its right of access to the Property during the term of this Agreement.

C. Other Purchaser Conditions. It shall be a condition precedent to Purchaser's obligations to close on the purchase of the Property that:

1. **Representations and Warranties:** All of the representations and warranties of Seller shall be true as of Closing;
2. **Utility Availability:** Prior to the expiration of the Due Diligence Period, Purchaser obtains utility will-serve letters confirming that all necessary utilities are available in sufficient capacity to service the Project without unusual or extraordinary expense to Purchaser other than standard utility capacity fees;
3. **Permit Approval:** Prior to the expiration of the Due Diligence Period, Purchaser obtains, at Purchaser's cost, all necessary and customary permits, licenses and approvals from any and all applicable governmental authorities and third parties in order for Purchaser to develop and operate the Phase 1 Tract of the Project, including those for all necessary

utilities, zoning, special use permits, building construction and site construction improvements; and

4. **Lot Split:** Prior to the expiration of the Due Diligence Period, the Property shall be subdivided from the larger parcel at Purchaser's cost, and the Title Company shall be in a position to provide Purchaser with a subdivision endorsement to the Title Policy.
5. **Incentive Agreement.** Prior to September 14, 2018, the Purchaser shall have reached final agreement with the Seller, for submittal and approval by the City, and the County with respect to the terms and conditions of an incentive agreement (the "Incentive Agreement"), setting out the conditions on which the Project will qualify for a 75%, 10-year tax abatement on the improvements to the Property (the "Tax Abatement").~~Prior to the expiration of the Due Diligence Period, the Purchaser shall have reached agreement with the Seller, the City and the County with respect to the terms and conditions of an incentive agreement (the "Incentive Agreement"), setting out the conditions on which the Project will qualify for a 75%, 10-year tax abatement on the improvements to the Property (the "Tax Abatement").~~ Purchaser acknowledges that the Incentive Agreement will require the Purchaser or its successors to file, on an annual basis as part of the incentive review and from time to time, as reasonably requested by City, certain economic information to the City as Purchaser procures tenants for the Property, including total number of employees, anticipated payroll, and total investment in their space. The Incentive Agreement shall provide, *inter alia*, that for purposes of satisfaction of the requirements therein, such requirements may be satisfied in whole or in part by either the Phase 1 Tract or the Phase 2 Tract, with respect to the other tract, so long as the requirements for the original tract are first satisfied solely with respect thereto.

In the event that any condition precedent in this Section 3.C is not satisfied by date specified in this Section 3.C, Purchaser shall have the right to terminate this Agreement, and, in the event of a termination of the Agreement due to a failure of any condition set forth in this Section 3.C prior to the expiration of the Initial Due Diligence Period, Purchaser may receive a full refund of the Initial Deposit and neither party shall have any further rights or obligations under the Agreement whatsoever.

D. Seller's Conditions Precedent. The satisfaction or waiver of the following conditions shall be conditions precedent to Seller's obligations to close this transaction:

1. **City Council and CIC Board Approval:** Prior to the date that is forty-five (45) days after the Effective Date, this Agreement shall have been approved by both the City Council of the City and Board of the Seller.
2. **Design Plan Adoption:** Prior to the date that is forty-five (45) days after the Effective Date, the City shall have formally adopted the 33 Innovation Park Design Guidelines (the "Design Guidelines").
3. **Plan Approvals:** Prior to the expiration of the Due Diligence Period as to the Phase I Tract, and prior to the exercise of the Option as to the Phase 2 Tract, as applicable, the City shall have granted its approval by all necessary action, of the Purchaser's proposed

development plan for such Property, as to the proposed use of the Project and confirming that the plans comply with the Design Guidelines and all other applicable zoning, building and engineering requirements necessary under the applicable zoning and building regulations for preliminary and final plan approval for the improvements to be made upon the Property, as the same may be from time to time adopted or amended by the City. In order to facilitate the timely review and approval by the City prior to the end of the Due Diligence Period, Purchaser agrees to meet the following minimum performance standards (the "Minimum Performance Standards") by fulfilling and or submitting the following to the City by December 31, 2018~~In order to facilitate the timely review and approval by the City prior to the end of the Due Diligence Period, Purchaser agrees to meet the following minimum performance standards (the "Minimum Performance Standards")~~: (a) Purchaser shall retain an architect and civil engineer for preliminary design of the site and improvements; (b) Purchaser shall prepare preliminary design for the site including, but not limited to, building elevations for all four sides, material selections and a color rendering/perspective, site plan, composite utility plan, and landscape plan; and (c) Purchaser shall provide to Seller property dimensions/survey showing the building site dimensions and acreage for each Phase. Notwithstanding anything in the foregoing to the contrary, the Seller agrees that the Plan approvals required in this subsection shall not apply as to the Phase 2 Tract if the Purchaser has exercised the Right of First Refusal as to the Phase 2 Tract, unless the terms of the Right of First Refusal likewise make plan approval a condition precedent to Seller's obligations to close.

In the event that any of the foregoing conditions cannot be satisfied to Seller's satisfaction on or prior to the dates specified with this Section 3.D, then Seller shall provide written notice to Purchaser of such failure within ten (10) days after the latest date for satisfaction of same, and either party thereafter may terminate this Agreement by providing written notice of termination to the other party within thirty (30) days after delivery of such notice, failing which such Seller conditions shall be deemed waived by Seller for all purposes of this Agreement. In the event of any termination of the Agreement pursuant to this Section 3.D, the Initial Deposit shall be returned to Purchaser and the parties shall be released of all further rights and obligations hereunder.

ARTICLE 4. CLOSING

A. Delivery of Documents. Closing as to the Phase 1 Tract ("Phase 1 Tract Closing") shall occur on or before thirty (30) days after expiration of the Due Diligence Period, in escrow if agreed to by the parties, at the offices of Escrow Agent. Following exercise of the Option by Purchaser, Closing as to the Phase 2 Tract ("Phase 2 Tract Closing") shall occur on or before thirty (30) days following the exercise of the Option. Notwithstanding the foregoing, Purchaser may elect to close at any time on either the Phase 1 Tract or the Phase 2 Tract upon ten (10) business days' written notice to Seller. As used herein, "Closing" shall refer to the Phase 1 Tract Closing or the Phase 2 Tract Closing, as applicable. Seller shall deliver at Closing: (a) limited warranty deed(s) conveying the applicable portion(s) of the Property to Purchaser (or its designee) subject to those exceptions approved by Purchaser pursuant to Section 3.B (the "Deed"); (b) lien affidavit acceptable to the title insurer; (c) an affidavit of

non-foreign status and any other affidavit or document required by Title Company to delete the so-called standard exceptions to the title policy; (d) the Incentive Agreement executed by the City and the County (unless Buyer, in its sole discretion, elects to waive such condition); and (e) such other customary documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transactions contemplated hereby and for Title Company to issue the Title Policy in form as required by this Agreement. Purchaser shall deliver at Closing: (x) the remaining balance of the applicable Purchase Price as provided by this Agreement; (y) the Incentive Agreement (unless Buyer, in its sole discretion, elects to waive such condition); and (z) the Right of Repurchase Agreement defined in Article 7, Section D hereof and such other documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby. At the applicable Closing, Seller shall also convey to Purchaser such appurtenant easements over adjoining property owned by Seller as Purchaser may reasonably require in connection with its proposed development of the Phase 1 Tract or the Phase 2 Tract, as applicable. For purposes of the preceding sentence, for purposes of the Phase 1 Tract closing "adjacent property" shall include, but not be limited to, the Phase 2 Tract and properties adjacent thereto.

- B. Possession.** Possession of the applicable portion of the Property, free of all tenancies, leases and occupants shall be delivered to Purchaser at Closing.
- C. Prorations.** Purchaser and Seller shall prorate all real property taxes and assessments related to the applicable portion of the Property as of the date of Closing, with the day of Closing being treated as a day of ownership by Purchaser. If the final tax bill is not available at Closing, the real estate taxes and assessments shall be prorated based upon the latest available tax duplicate for applicable portion of the Property using the method customary in Union County, Ohio. If the Property was recently subdivided from a larger tax parcel and a separate tax bill is unavailable at Closing, the parties agree to enter into a Tax Proration Agreement whereby they agree to reconcile their respective obligations at such future dates as the tax bills for the Property are issued. If there are any improvements on the tax parcel that are separately valued or assessed, the value of such improvements shall be assigned to the Purchaser only if such improvements are located upon the Property. Seller shall be responsible for any CAUV recoupment charge which will be imposed as a lien against the Premises when the Premises are converted from agricultural use to any other non-qualifying use an estimated amount for which shall be calculated at Closing and included as a credit against the Purchase Price.
- D. Costs.** Seller shall pay for the title commitment, standard owner's policy of title insurance, conveyance fee, one-half of the title company's escrow/closing fees, taxes which are due and payable, and Seller's legal fees. In addition, Seller shall retain from the proceeds to be remitted to the City at each Closing, an amount equal to one and one-half percent (1.50%) of the Purchase Price applicable to such Phase. Purchaser to pay for the lender's policy of title insurance, any endorsements to the owner's or lender's policies of title insurance, one-half of the title company's escrow/closing fees, and Purchaser's legal fees and due diligence costs. All

other costs and expenses shall be apportioned in accordance with community custom for Union County, Ohio.

- E. Post-Closing Obligations; Permitting and Approval.** Purchaser agrees to submit applications for all building permits and final plan approvals required under all applicable state and local laws, rules and regulations in order permit construction of the Phase I Tract or the Phase II Tract, as applicable, within one-hundred eighty (180) days from the applicable Closing for such Tract. This covenant shall survive each respective Closing.
- F. Post-Closing Obligations: Construction Start.** Purchaser agrees to promptly commence construction on the Property upon receipt of all appropriate permits and as reasonable, subject to weather and soil conditions, and end user requirements, and to continue to diligently pursue construction to completion. This covenant shall survive the Closing.
- G. Brokerage Fee.** Purchaser is self-represented in this transaction, and Seller shall not be bound to pay any commission or finder's fee to the Purchaser, Purchaser's representative, or to any other claiming through them. Seller is represented by, and Seller shall be responsible for compensation of Lee & Associates in this transaction. Purchaser shall not be bound to pay any commission or finder's fee to Seller's representative, or to any other claiming through them. Purchaser hereby informs Seller that Alex Vulic, Andy Mills and Mike Fitzpatrick, associates of Purchaser, are licensed real estate agents.

ARTICLE 5. DEFAULTS AND REMEDIES

In the event the sale of the Property is not closed pursuant to this Agreement due to a default hereunder by Seller or failure of performance hereunder by Seller, then Purchaser shall give Seller written notice specifying Seller's default or failure of performance, and Seller shall have ten (10) business days to cure the default or failure of performance. In the event that Seller fails to cure Seller's default or failure of performance within the ten (10) day period, then Purchaser may elect to terminate this Agreement, whereupon the Deposit shall be immediately refunded and returned to Purchaser, or Purchaser may elect to enforce the terms and conditions of this Agreement and exercise its rights and remedies available at law or in equity, including without limitation an action for specific performance of this Agreement. In the event the sale of the Property is not closed pursuant to this Agreement due to a default hereunder by Purchaser or failure of performance by Purchaser, then Seller shall give Purchaser written notice specifying Purchaser's default or failure of performance, and Purchaser shall have ten (10) business days to cure the default or failure of performance. In the event that Purchaser fails to cure Purchaser's default or failure of performance within the ten (10) day period, then the Deposit shall be immediately forfeited by Purchaser, and retained by Seller as and for liquidated damages and not as a penalty, and as Seller's sole and exclusive remedy; and thence the parties shall have no further rights, duties or obligations hereunder. Seller acknowledges and agrees that the Deposit is fair and equitable and expressly waives the right to exercise any and all other rights available at law or in equity, including, but not limited to, the right to sue Purchaser for additional damages or specific performance.

ARTICLE 6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser that, as of the Effective Date and as of Closing:

- A. Fee Simple Title.** Seller has good and marketable fee simple title in and to the Property.
- B. Seller's Authority.** Seller has the authority to execute this Agreement and perform the obligations of Seller under this Agreement. This Agreement constitutes a legal and valid binding obligation of Seller, enforceable in accordance with its terms. Except as set forth in Article 3, Section E.1., all action necessary to authorize the execution, delivery and performance of this Agreement by Seller has been taken and such action has not been rescinded or modified.
- C. Seller's Obligations.** Seller has completed, at Seller's sole cost and expense and without reimbursement from Purchaser, the initial Innovation Way roadway and utility extensions described in drawings dated June 2, 2017, as such drawings are summarized on Exhibit D to this Agreement, attached hereto and made a part hereof. Seller shall further complete similar extension of the roadway, sewer, and other utilities to service the Property prior to the date of Closing for each applicable Phase (up to and including the truck court ingress/egress depicted in Exhibit D for Phase 1). If any such work is not complete as of the applicable Closing, then Seller and Purchaser shall enter into a mutually-acceptable escrow agreement at such Closing, which agreement shall provide for, *inter alia*, Seller escrowing out of the Purchase Price an amount equal to 125% of the estimated costs to complete any such work, which amounts shall be held in escrow and disbursed to the Purchaser only upon completion by the City of the extension work. If any such work is not complete as of the applicable Closing, then Seller and Purchaser shall enter into a mutually-acceptable escrow agreement which will provide for, *inter alia*, (i) Seller escrowing out of the Purchase Price an amount equal to 125% of the estimated costs to complete any such work; and (ii) the right of Purchaser to assume construction of such work and utilize the escrowed funds in payment therefor in the event Seller does not complete the construction within an agreed-upon timeframe.
- D. Existing Leases.** There are no outstanding written leases in any way affecting the Property, and no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract, or otherwise) that would prevent or interfere with Purchaser taking title to, and exclusive possession of, all of the Property at Closing, except for the Farming Contract described in Section 3.B hereof.
- E. Future Assessments.** Seller has not received any notice of, and to the best of its knowledge, there are no (i) proposed special assessments, condemnation, or changes in the roads adjacent to the Property; (ii) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving the Property or any adjacent parcel. Nothing herein shall prevent, preclude or limit the ability of the City to

undertake public improvements to the development in which the Property is situated in the future utilizing special assessments or tax increment financing.

- F. Change in Property.** Seller shall fully disclose to Purchaser, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above. So long as this Agreement is in effect, Seller shall not grant any interests in the Property (including, but not limited to, any easements, leases, licenses or mortgages), nor shall Seller change the physical characteristics of the Property, without obtaining in each instance the prior written consent of Purchaser, which consent Purchaser may grant or withhold in its sole unfettered discretion. The warranties and representations of Seller contained herein shall survive for one (1) year beyond the Closing and delivery of the Deed.

Purchaser acknowledges that it is making its own inspections and Due Diligence Investigations of the Property and as of Closing, is deemed to be fully aware of the condition, age and size of the same. PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS IS" AND PRESENT CONDITION, AND EXCEPT AS SET FORTH HEREIN, IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PROPERTY. NO REPRESENTATIONS, PROMISES, WARRANTIES, EXPRESS OR IMPLIED, SHALL BE BINDING UPON THE SELLER EXCEPT AS THE SAME ARE EXPRESSLY CONTAINED HEREIN

ARTICLE 7. MISCELLANEOUS

- A. Access.** Seller will allow Purchaser and its agents continuing access at reasonable times to the Property, for the purpose of conducting inspections. Following any such investigations or inspections contemplated by this Agreement, Purchaser shall, at Purchaser's expense, promptly restore the Property to its condition prior to such inspection or investigation, and Purchaser shall defend, indemnify and hold harmless Seller from all costs or expense of every type and description (including reasonable attorney's fees) arising out of any personal injury or property damage caused by any agent, servant, employee or contractor of Purchaser during any such investigation or inspection.

B. Notices; Dates. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing or by email and shall be delivered personally or sent by United States registered or certified mail, return receipt requested or email transmission, postage prepaid, or by overnight express courier, postage prepaid and addressed to the parties at their respective addresses set forth above, and the same shall be deemed given and effective upon (i) receipt if delivered personally or by overnight courier (ii) three (3) business days after deposit in the mails if mailed or (iii) upon transmission by email during normal business hours without rejection notice received by the sender and with independent telephone or voice message notification of electronic delivery. Until changed, notice shall be addressed to the following:

If to Seller: COMMUNITY IMPROVEMENT
CORPORATION OF UNION COUNTY
227 East Fifth Street,
Marysville, Ohio 43040,
Attn. Eric Phillips, Executive Director
Email: ephillips@unioncounty.org
Fax: (937) 644-0422

Copy to: City of Marysville, Ohio
Attn: Tim M. Aslaner, City Law Director
209 South Main Street
Marysville, Ohio 43040

Copy to: Lee & Associates
Attn: Mike Spencer, Principal
5100 Parkcenter Ave. #100
Dublin, Ohio 43017

If to Purchaser: ECP Acquisitions, LLC
c/o Elford Development, LLC
1220 Dublin Road
Columbus, Ohio 43215
Attn: David Sheidlower, Esq.

A party may change its address for receipt of notices by service of a notice of such change in accordance herewith. If any deadline under this Agreement falls on a Saturday, Sunday, or legal holiday (which, for purposes of this Agreement shall not be considered a "business day"), the deadline shall be extended to the next business day.

C. Attorneys' Fees. In the event either party hereto brings against any other party an action at law or other proceeding permitted under the terms of this Agreement in order to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement or by reason of any breach or default hereunder or thereunder, the party

prevailing in any such action or proceeding shall be paid all reasonable costs associated with the enforcement or defense thereof, including reasonable attorneys' fees.

- D. Seller's Right to Repurchase.** In the event that Purchaser closes on the Phase 1 Tract and does not commence construction of Purchaser's proposed improvements within twelve (12) months after the date of Phase 1 Tract Closing, then Seller shall have the one-time right, but not the obligation, to repurchase such tract at ninety-five percent (95%) of the original purchase price as set forth herein. In the event that Seller does exercise such Right to Repurchase, Seller shall provide written notice thereof to Purchaser no less than thirty (30) days before the one (1) year anniversary date of Closing, and shall be obligated to close within sixty (60) days after delivering such notice to Purchaser. Seller shall be obligated to execute and file for record a release of its repurchase rights upon the earlier of (i) the date Purchaser commences construction on the Phase I Tract, and (ii) the last date Seller may exercise such repurchase right, in the event Seller has not invoked such right. Seller agrees to execute such documents as reasonably necessary to subordinate its right to repurchase to the extent necessary for Purchaser to obtain financing related to the Property. At the Closing of the Phase I Tract, the parties shall execute a Right of Repurchase Agreement in mutually agreeable form suitable for recording in the Union County, Ohio Records (the "Right of Repurchase Agreement"). The obligations set out herein shall survive the Closing.
- E. Assignment.** Purchaser shall not assign or transfer any of its rights, obligations, or interests in this Agreement without the prior written consent of Seller, which consent may be granted or withheld in the absolute sole discretion of Seller. Notwithstanding the foregoing, Buyer may, without the consent of, but with notice to, Seller, assign its rights and obligations under this Agreement to any entity in which both Michael B. Fitzpatrick and Jeffrey E. Meacham have a direct or indirect beneficial interest.
- F. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assignees. This Agreement shall be construed and interpreted according to the laws of the State where the Property is located. This Agreement constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understanding between the parties. This Agreement may be amended only by a written agreement executed by all of the parties hereto.
- G. Confidentiality.** Unless disclosure is required by law, the parties acknowledge and agree that all information contained in the Purchase and Sale Agreement shall remain confidential until such time as such public meetings or applications must be provided which must contain certain information herein. Notwithstanding the foregoing, Purchaser may disclose the existence of this Purchase and Sale Agreement and any and all information contained herein to any of its members, affiliates, attorneys, consultants and prospective lenders and investors as Purchaser deems necessary.
- H. Marketing Signage.** At all times while this Agreement is in effect Purchaser shall have the right to place on the Property, at Purchaser's sole cost and expense, marketing signage advertising, among other things, Purchaser's proposed development thereon and contact information for Purchaser's leasing agents. Purchaser shall be responsible for obtaining any

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governmental approvals and/or permits necessary for such signage, and Seller shall cooperate in such effort, at Purchaser's expense.

33 Innovation Park
Agreement to Purchase Unimproved Real Estate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Seller:
COMMUNITY IMPROVEMENT CORPORATION
OF UNION COUNTY, as Authorized Agent of the City
of Marysville, Ohio

By: _____
Name: _____
Title: Executive Director

Approved as to Form:

By: _____
Tim Aslaner, City of Marysville, Ohio
Law Director

Purchaser:

ECP ACQUISITIONS, LLC
an Ohio limited liability company

By: _____
Name: _____
Title: _____ [its Authorized Agent]

EXHIBIT B

FIRST AMENDMENT TO AGREEMENT TO PURCHASE UNIMPROVED REAL ESTATE

This First Amendment to Agreement to Purchase Unimproved Real Estate (this “Amendment”) is made and entered into this ____ day of _____, 2018 by and between ECP ACQUISITIONS, LLC, an Ohio limited liability company (“Purchaser”), and COMMUNITY IMPROVEMENT CORPORATION OF UNION COUNTY, as “Authorized Agent” for the City of Marysville, Ohio (“Seller”).

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Agreement to Purchase Unimproved Real Estate dated March 23, 2018 (the “Agreement”), whereby Seller agreed to sell and convey to Purchaser, and Purchaser agreed to purchase and acquire from Seller, subject to the terms set forth in the Agreement, approximately 20.07 acres +/- located in an industrial and commercial park developed by the City of Marysville, Ohio and known as 33 Innovation Park, as more particularly described in the Agreement (the “Property”); and

WHEREAS, Seller and Purchaser now wish to amend the Agreement;

NOW, THEREFORE, for and in consideration of the Agreement and the mutual benefits to be derived therefrom, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Purchaser, intending to be legally bound, hereby amend the Agreement as follows (capitalized terms not defined herein shall have the meaning attributed to them in the Agreement):

1. Article 3, Section A.1 is hereby modified in its entirety to read as follows:

“Purchaser shall have from the Effective Date through and including December 31, 2018 (such period being referred to here as the “Initial Due Diligence Period”) to inspect the Property (the “Due Diligence Investigations”) and its suitability (as determined by Purchaser in its sole and absolute discretion) for Purchaser’s intended development of the Property for the Project. In the event that Purchaser determines that additional Due Diligence Investigations are required beyond the Initial Due Diligence Period and so long as Purchaser has satisfied the Minimum Performance Standards set out below prior to the end of the Initial Due Diligence Period, then Purchaser shall have the right to extend the Initial Due Diligence Period one (1) additional period of ninety (90) days (herein, the “Extended Due Diligence Period” and together with the Initial Due Diligence Period, the “Due Diligence Period”) by giving written notice to Seller prior to expiration of the Initial

Due Diligence Period; provided, however, that with respect to the such Extended Due Diligence Period, Purchaser shall be obligated to deposit an additional fifty thousand dollars (\$50,000.00) with the Escrow Agent (the "Additional Deposit"). The Additional Deposit shall immediately be paid to Seller by the Escrow Agent and such amount shall be nonrefundable (except in the event of Seller's Default hereunder or Seller's inability to deliver title to the Property in the condition required hereunder), but shall be credited against the Purchase Price at Closing.”

2. The sentence below shall be added after the first sentence of Article 3, Section B:

“Purchaser shall provide any title objections to Seller on or before December 31, 2018.”

3. The sentence below shall be added after the second sentence of Article 3, Section B:

“Purchaser shall provide the ALTA/ACSM Survey to the Seller and City on or before December 31, 2018.”

4. The first sentence of Article 3, Section C.5 is hereby modified in its entirety to read as follows:

“Prior to September 14, 2018, the Purchaser shall have reached final agreement with the Seller, for submittal and approval by the City, and the County with respect to the terms and conditions of an incentive agreement (the “Incentive Agreement”), setting out the conditions on which the Project will qualify for a 75%, 10-year tax abatement on the improvements to the Property (the “Tax Abatement”).

5. The introduction to the second sentence in Article 3, Section D.3 is hereby modified to read as follows:

In order to facilitate the timely review and approval by the City prior to the end of the Due Diligence Period, Purchaser agrees to meet the following minimum performance standards (the “Minimum Performance Standards”) by fulfilling and or submitting the following to the City by December 31, 2018:...”

6. The Agreement shall be amended in no other manner except as expressly set forth herein. As so amended, the Agreement is hereby ratified and confirmed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Seller:

COMMUNITY IMPROVEMENT CORPORATION
OF UNION COUNTY, as Authorized Agent of the City
of Marysville, Ohio

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____
Tim Aslaner, City of Marysville, Ohio
Law Director

Purchaser:

ECP ACQUISITIONS, LLC,
an Ohio limited liability company

By: _____
David Sheidlower, Vice President

ORDINANCE_____

AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE SEWER REPLACEMENT AND IMPROVEMENT FUND (FUND 536) AND MODIFYING THE 2018 ANNUAL BUDGET

WHEREAS, the Engineering Department for the City of Marysville has identified a need to repair sanitary sewer infrastructure on West 5th Street in the current fiscal year, and

WHEREAS, the estimated cost of this project is \$313,680 for which there are insufficient appropriations within the Sewer Replacement and Improvement Fund (Fund 536), and

WHEREAS, the requested appropriations would be sustained by the unencumbered cash balance within the Sewer Replacement and Improvement Fund (Fund 536), now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That supplemental appropriations be authorized as follows:

536535-557001	Capital Improvement	\$313,680
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SECTION II. That the 2018 Annual Operating Budget of the City of Marysville be amended as identified above.

1st READING _____

2ND READING _____

3RD READING _____

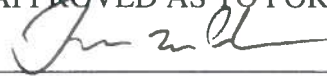
PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

APPROVED AS TO FORM



LAW DIRECTOR DATE 7/18/18

Terry Emery

ORDINANCE _____

**AUTHORIZING SUPPLEMENTAL APPROPRIATIONS FOR THE
STORMWATER ASSESSMENT FUND (FUND 570) AND MODIFYING THE
2018 ANNUAL BUDGET**

WHEREAS, the Engineering Department for the City of Marysville has identified a need to repair stormwater infrastructure on Columbus Avenue, and

WHEREAS, for the current fiscal year engineering services will be required to determine the design and estimated cost for the repair of the infrastructure in the 2019 fiscal year, and

WHEREAS, the estimated cost of the engineering services for this project is \$75,000 that would be drawn from the Stormwater Assessment Fund (Fund 570), and

WHEREAS, the requested appropriations would be sustained by the unencumbered cash balance within the Stormwater Assessment Fund (Fund 570), now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That supplemental appropriations be authorized as follows:

570570-557001	Capital Improvement	\$75,000
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SECTION II. That the 2018 Annual Operating Budget of the City of Marysville be amended as identified above.

1st READING _____

2ND READING _____

3RD READING _____

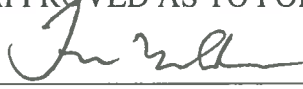
PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

APPROVED AS TO FORM

 7/12/18

LAW DIRECTOR DATE

Terry Emery

ORDINANCE _____

**AUTHORIZING A TRANSFER OF APPROPRIATIONS FOR THE
STORMWATER ASSESSMENT FUND (FUND 570) AND MODIFYING THE
2018 ANNUAL BUDGET**

WHEREAS, the Streets Department for the City of Marysville utilizes a service whereby concrete is crushed by a third party vendor that is in turn placed on the paths within the City's trail system, and

WHEREAS, a transfer of appropriations has been requested for the current fiscal year in the amount of \$16,476 from the Capital Improvement budget category to the Other budget category within the Stormwater Assessment Fund (Fund 570) to maintain this service in the 2018 fiscal year, now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYSVILLE, OHIO, That:

SECTION I. That a transfer of appropriations be authorized as follows:

Transfer From:

570570-557001	Capital Improvement	\$16,476
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Transfer From:

570570-546001	Technical Services	\$16,476
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SECTION II. That the 2018 Annual Operating Budget of the City of Marysville be amended as identified above.

1st READING _____

2ND READING _____

3RD READING _____

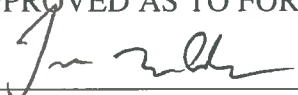
PASSED _____

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

APPROVED AS TO FORM

 7/18/18

LAW DIRECTOR DATE