

ORDINANCE NO. 47-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF REAL PROPERTY LOCATED ON TAYLOR ROAD TO THE WEST LICKING JOINT FIRE DISTRICT, SAID PROPERTY CONSISTING OF 10.598 ACRES, AND DECLARING AN EMERGENCY

WHEREAS, Reynoldsburg City Code Chapter 175.01 (h) permits the City to sell real estate without competitive bidding in the best interests of the City; and

WHEREAS, the City of Reynoldsburg owns 10.598 Acres of Land on Taylor Road that it desires to sell to the West Licking Joint Fire District for the construction of a new fire station and bike path connecting Taylor Road to Waggoner Road Middle School; and

WHEREAS, the City Council finds the sale of real property is in its discretion, and deems it necessary and in the best interest of the City to proceed with the requested transfer to facilitate improved fire and EMS services to the citizens of the City.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF REYNOLDSBURG, COUNTIES, OF FRANKLIN, LICKING, AND FAIRFIELD, STATE OF OHIO that:

SECTION 1. That the Mayor be and is hereby authorized to enter into an agreement with the West Licking Fire District, for the sale of parcel 13-027414-00.000, located on Taylor Road, consisting of 10.598 Acres of land.

The agreement and all associated exhibits are attached as Exhibit "A" and shall be incorporated by reference herein.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, welfare, and financial needs of the City. The reason for such necessity is to transfer the property timely manner. This Ordinance shall take effect immediately upon the signature of the Mayor.

PASSED this 26th day of April, 2021.

L a T
Leanora Jenkins, Council President

ATTEST: *Mollie Prasher*
Mollie Prasher, Clerk of Council

APPROVED: *Joe Begeny*
Joe Begeny, Mayor

DATE: *April 26, 2021*

On behalf of the state of Ohio, Franklin County, City of Reynoldsburg, I, Mollie Prasher, duly qualified Clerk of Council for the City of Reynoldsburg, do hereby certify that the foregoing is a copy of the original, now on file, has been compared by me with said original document. and the same is a true and correct copy. WITNESS by my signature this 26th day of April, 2021.

Mollie Prasher
Mollie Prasher, Clerk of Council
City of Reynoldsburg

Real Estate Purchase and Sale Agreement

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the _ day of _____, 20_, by and among the CITY OF REYNOLDSBURG, OHIO, an Ohio municipal corporation (the "Seller") and the West Licking Joint Fire District, an Ohio joint fire district created under Ohio Revised Code Section 505.371 (the "Buyer"). For simplicity, Seller and Buyer are sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

BACKGROUND INFORMATION

A Seller owns certain real estate, including all improvements, fixtures, appurtenant rights, privileges and appurtenant easements located on Taylor Road, Reynoldsburg, Ohio, 43068, also identified and described as Parcel ID: 13-027414.00.000, comprising 10.598 acres and more fully described in the property description attached hereto as Exhibit A. The Real Property described in this Agreement is hereafter referred to as the "Property".

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the Background Information, and in consideration of the mutual covenants and agreement contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **SALE AND PURCHASE PRICE.** Seller hereby agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property subject to the terms and conditions of this Agreement. The purchase price shall be one dollar (\$1.00) (the "Purchase Price").
2. **FURTHER CONSIDERATION AND CONDITIONS OF SALE.** Seller agrees, as a further consideration and a condition of sale to all of the following:
 - (a) Buyer agrees to finance the construction of a traditional bikepath and/or walkway ("bikepath") connecting the Property from Taylor Road to the Franklin County line and Franklin County Parcel No. 061-000001-00. Said bikepath shall be constructed at a width of at least 8 feet and the design of the bikepath shall be subject to approval by the Seller prior to construction.
 - (b) Seller and Buyer understand that Buyer intends to construct a fire station on the Property. Buyer agrees to comply with Reynoldsburg Codified Ord. No. 190.04 for all employees whose principal place of work is at said fire station on the Property, which is located in the City of Reynoldsburg.
3. **CONTINGENCY PERIOD.** Buyer shall have a period of sixty (60) days following the Effective Date hereof (the "Contingency Period") to conduct the following:
 - (a) Environmental and Property Inspection. Buyer shall have the right to conduct such environmental review of the Property as well as inspections, surveys, and investigations of the then physical condition of the Property. During the Contingency Period, Buyer may enter the Property during reasonable business hours to conduct tests and inspections, provided Buyer has given Seller reasonable notice thereof. Buyer shall promptly repair any damage to the Property and any other property owned by Seller resulting from its inspections, and Buyer shall hold Seller harmless and indemnify Seller from any personal injury or property damage arising out of Buyer's activities or the activities of its members, agents, employees, or authorized representatives. Buyer's obligations to repair and/or indemnify Seller contained herein shall survive the termination of this Agreement.

(b) Financial Review. Buyer shall have the right to review the contracts, and operating costs of the Property.

Buyer's obligation to purchase the Property is subject to Buyer being satisfied with items (a)&(b) above (which for simplicity are hereafter called "Buyer's Conditions to Closing") before the expiration of the Contingency Period. If Buyer, in good faith, determines that the results of any inspection are unsatisfactory, or if any other contingencies described above are not determined to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement by giving Seller written notice prior to the expiration of the Contingency Period, and, in such event, each Party shall be released from any further obligations under this Agreement subject to the terms of this Agreement. If Buyer fails to terminate this Agreement prior to the expiration of the Contingency Period, Buyer's rights under this Section 3 shall be deemed waived, and Seller and Buyer shall proceed with the transaction. The date of closing shall be no later than thirty (30) days after the satisfaction or waiver of Buyer's Conditions to Closing; provided (the "Closing Date").

4. SELLER'S DELIVERY TO BUYER OF SELLER'S MATERIALS. Seller agrees, to the extent in the possession or control of Seller, to deliver to Buyer within ten (10) days of the Effective Date any inspections, reports, title evidence, contracts, operating expense reports, and other such information as reasonably requested by Buyer. Except as provided in Section 14(g), Seller does not warrant or represent in any way that the materials provided to Buyer are accurate, only that such materials are true and complete copies of the information in the possession of Seller.

5. POSSESSION. Possession of the Property shall be delivered to Buyer at closing.

6. CONDITION OF IMPROVEMENTS. Seller agrees that at closing the Property specifically including the improvements constituting part of the real estate shall be in the same condition as they are on the Effective Date, reasonable wear and tear excepted.

7. DAMAGE OR DESTRUCTION OF PROPERTY. Risk of physical loss to the Property and improvements shall be borne by Seller until closing, provided that if any property covered by this Agreement shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies of insurance covering the Property, or (b) rescind the Agreement and thereby release all parties from liability hereunder by giving written notice to Seller within five (5) business days after Buyer has received written notice of such damage or destruction. Failure by Buyer to so notify Seller of its election to rescind the Agreement shall constitute an election by Buyer to proceed with the transaction.

8. CONDEMNATION OF PROPERTY. If, prior to the Closing Date, all or any material part of the Real Property shall be condemned by any governmental authority or other lawful authority, Buyer shall have the option of either (1) completing this transaction, in which event (a) there shall be no reduction of the Purchase Price, (b) Seller shall have no duty to repair or restore, (c) subject to Seller's mortgagee consenting to the same, Seller shall pay to Buyer all condemnation proceeds theretofore or thereafter received by Seller with respect to such condemnation, and (d) Seller shall assign to Buyer all rights of Seller in and to such condemnation proceeds; or (2) canceling this Agreement, in which event the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further obligation to the other hereunder subject to the terms of this Agreement.

9. TITLE INSURANCE.

(a) Commitment and Title Policy. Seller shall, within ten (10) days hereafter, obtain and deliver to Buyer (1) a title insurance commitment (the "Commitment") issued by First American Title Insurance Company, through the Title Company, pursuant to which the Title Company shall agree to issue to Buyer, at Seller's sole expense, a standard ALTA owner's policy of title insurance (the "Title Policy"), in the amount of the Purchase Price, insuring fee simple title to the Real Property in Buyer upon recording of the deed, subject to the exceptions therein, if any; and (2) copies of all exception instruments listed in the Commitment excepting mortgage lien and so-call standard or preprinted exceptions. The Title Policy may include coverage for Buyer's lender, and/or such endorsements as Buyer shall specify to the Title Company,

provided, however, the cost thereof and the cost to eliminate any standard exceptions (collectively, the "Special Title Coverage") shall be borne by Buyer and the obtaining of such Special Title Coverage shall not be a condition precedent to closing.

(b) Title Defects. Buyer shall have ten (10) days following receipt of the Commitment to notify Seller in writing of any objection to any matters shown in the Commitment (collectively a "Title Objection"). Any matters shown therein and not objected to by Buyer within the above described period shall be deemed approved by Buyer and shall be collectively called the "Permitted Exceptions". Buyer shall have the right to object to any new exception matters first appearing on any updated Commitment. If Buyer notifies Seller in writing of a Title Objection as set forth above, Seller shall (except as set forth in the next following sentence) have the option, but shall not be required, to remedy the Title Objection within the next following thirty (30) days; provided, however, in the event Seller has promptly commenced and is diligently pursuing the remedy of such Title Objection, but cannot reasonably accomplish the same within such time period, then Buyer will not unreasonably withhold its consent to extending the time period for curing such Title Objection including extending the Closing Date for such reasonable additional period (not to exceed thirty (30) days) as may be necessary to remedy the same. The preceding notwithstanding, Seller shall be required to cure (not have the option to cure) any Title Objection that constitutes a monetary lien against the Property, but may defer payment of the same until closing. A title matter shall be considered remedied if Seller secures the agreement of the Title Company to issue the Title Policy to Buyer without making exception for the matter in question, and Title Company in fact issues the Title Policy without making exception for the matter in question, or to provide affirmative insurance with respect to such matter, provided such affirmative coverage is in form and substance reasonably acceptable to Buyer.

If Seller does not so remedy any Title Objection or notifies Buyer that Seller will not remedy any such matter, then Buyer shall have the option of either (1) completing this transaction and accepting such title as Seller is able to convey, without reduction of the Purchase Price and in full waiver of any claims related to the same, or (2) terminating this Agreement by delivery of written notice to Seller on or before the earlier of (a) the Closing Date or (b) five (5) days after Seller notifies Buyer of its inability to cure the Title Objection or its intent not to cure the Title Objection, in which event neither Party shall have any further obligation to the other hereunder subject to the terms of this Agreement. If Buyer fails to terminate the Agreement within the applicable above described period, any Title Objection shall be deemed Permitted Exceptions and Buyer shall have no further right to object to the same.

(c) Title Evidence at Closing. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 8:00 a.m. on the business day prior to the Closing Date, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning ordinances; (d) legal highways and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use as an office building (or Buyer's intended use). At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

10. CONVEYANCE AND CLOSING. At closing, Seller shall convey to Buyer fee simple and marketable title to the Real Property by General Warranty Deed.

11. TAXES AND ASSESSMENTS. At closing, Seller shall pay or credit on to the Purchase Price all delinquent taxes, including penalty and interest, all assessments which are a lien prior to the Closing Date and if any, all agricultural use tax recoupments for years prior to the year of the closing. At closing, general real estate taxes and assessments, which are a lien but not then due and payable, shall be prorated and adjusted between Seller and Buyer as of the Closing Date based on the most current tax information available with the Office of the Licking County Treasurer, Licking County, Ohio, with Seller charged for the Closing Date and the days prior thereto, on the basis of the last officially certified and available tax duplicate for the Property which Seller shall pay or credit on to the Purchase Price. The proration at closing shall be final.

13. OTHER PRORATIONS, ADJUSTMENTS, AND CLOSING COSTS.

(a) Prorations.

(1) Rents. At closing, rents shall be prorated and security deposits, if any, shall be transferred to Buyer, as of the Closing Date.

(2) Existing Contracts. Seller shall pay all amounts payable ("Contract Payments") under existing contracts for service, equipment leases and maintenance contract applicable to the periods prior to the Closing Date, and Buyer shall pay all Contract Payments payable for periods following and including the Closing Date. If the Contract Payments for any billing period within which the Closing Date occurs cannot be ascertained as of the Closing Date, the Parties shall estimate the amounts thereof, based on the Contract Payments for the immediately preceding billing period, and within thirty (30) days after the date on which all Contract Payments for such billing periods are known, the Parties shall re-compute such proration and adjust the difference. In the event the tenant shall fail to pay any amount due by tenants for an obligation arising prior to closing, Seller shall pay the same and in the event the tenants shall fail to pay any amount due by tenant for an obligation arising after to closing, Buyer shall pay the same.

(b) Seller's Costs. At closing, Seller shall pay (1) the cost of the Commitment and standard Title Policy (except for the Special Title Coverage) but including any endorsements provided to remedy a Title Objection; (2) the cost of recording all documents necessary to release the Property from the lien and effect of all existing mortgages and other financing documents; (3) the Title Company's fee for acting as escrow agent in connection with this transaction ("Escrow Fee"), if any; (4) the transfer or conveyance fee tax; (5) the cost of all other certificates, instruments, documents and opinions which Seller is required to deliver or cause to be delivered; and (6) without limitation, the cost of all other performance by Seller of its obligations hereunder.

(c) Buyer's Costs. At closing, Buyer shall pay (1) the cost of recording of the deed and other conveyance documents; (2) the cost of any survey, if requested by Buyer's lender; (3) the cost of all other certificates, instruments, documents and opinions which Buyer is required to deliver or cause to be delivered; and (4) without limitation, the cost of all other performance by Buyer of its obligations hereunder, including the cost of the Special Title Coverage.

14. REPRESENTATIONS AND WARRANTIES OF SELLER. In addition to any other representations, warranties or covenants contained elsewhere in this Agreement, Seller hereby represents and warrants to Buyer as follows:

(a) Seller is the sole owner of the Property and has good and marketable fee simple title to the Property.

(b) Seller is a municipal corporation duly organized and validly existing under the laws of the State of Ohio.

(c) Seller is not a "foreign corporation", "foreign partnership" or "foreign estate" as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Buyer such further assurances with respect to this representation and warranty as Buyer shall reasonably request.

(d) Seller has the authority to enter into this Agreement, to perform its obligations under this Agreement, and to complete the transaction as contemplated by this Agreement, and the individual executing this Agreement on behalf of Seller has full and complete authority to execute this Agreement on behalf of Seller. This Agreement has been duly executed and delivered by Seller and constitutes a valid, binding and enforceable obligation of Seller, subject to bankruptcy and other debtor relief laws and principles of equity. The entry into this Agreement by Seller, and the performance of Seller's obligations hereunder does not violate the organizational documents of Seller or violate any agreement to which Seller is a party or any governmental or court order or ruling applicable to Seller.

(e) Seller has not received any notice of any pending, or knowledge of any threatened condemnation or similar proceeding or pending public improvements in or adjoining the Property which will in any manner affect the Property.

(f) Seller is not aware of any pending improvement that may, at some future date, be assessed against the Property.

(g) All materials provided by Seller to Buyer are true and complete copies of the materials in the possession of Seller.

(h) To the best of Seller's knowledge (i) no Hazardous Materials (as such term is hereafter defined) of any kind or nature have been stored at, released, disposed of or located in, on or about the Property except in minimal quantities and in compliance with Environmental Laws; (ii) no Hazardous Materials of any kind have been buried or accumulated in, on or about the Property except in minimal quantities and in compliance with Environmental Laws; (iii) neither the Property nor any part thereof is contaminated by or contains any Hazardous Materials except in minimal quantities and in compliance with Environmental Laws; and (iv) no permit is required from the Ohio Environmental Protection Agency or United States Environmental Protection Agency for the use or maintenance of any improvement or facility on or about the Property. As used herein, "Hazardous Materials" refers to any material hazardous to human health which is listed in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, Hazardous Waste Control Law, Safe Drinking Water and Toxic Enforcement Act of 1986, or in the regulations adopted and publications promulgated pursuant thereto, or in any other federal, state or local environmental law, ordinance, rule or regulation (collectively, the "Environmental Laws").

(i) Except as disclosed on Exhibit B attached hereto or otherwise in this Agreement, to Seller's knowledge, there are no management contracts or Service Contracts affecting or related to the operation of the Property that are not terminable on 30 days (or less) Written notice.

(j) Except as disclosed on Exhibit C attached hereto, Seller has not been served notice of any action, suit, proceeding, or investigation or, to Seller's knowledge, threatened by or before any court or governmental authority, (a) against the Seller or the Property, and (b) that would either (i) materially and adversely affect the Seller or the Property, or (ii) prevent or hinder the performance by Seller of its obligations under this Agreement or the completion of the transaction as contemplated by this Agreement.

(k) The phrase "to Seller's knowledge" or phrases of similar import shall mean the current actual (not constructive) knowledge of the principal of Seller engaged in the ownership and management of the Property without any duty to conduct separate investigation.

15. COVENANTS OF SELLER.

(a) Without Buyer's prior written consent, Seller shall not prior to closing enter into any easement, restriction, covenant or reservation.

(b) Seller shall maintain the Property.

(c) Seller shall maintain property damage and liability insurance coverage covering the Property.

(d) Seller shall not permit a non-consensual lien to be filed against the Property, nor shall Seller permit the aggregate of all consensual liens secured by the Property to exceed the Purchase Price.

16. REPRESENTATIONS AND WARRANTIES OF BUYER. In addition to any other representations, warranties or covenants contained elsewhere in this Agreement, Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has obtained or will have obtained all consents and permissions related to the transactions contemplated by this Agreement.

(b) Buyer is a joint fire district created under the laws of the state of Ohio.

(c) Buyer is not a "foreign corporation", "foreign partnership" or "foreign estate" as those terms are defined in the Internal Revenue Code of 1986, as amended, and that Buyer will furnish to Seller such further assurances with respect to this representation and warranty as Seller shall reasonably request.

(d) Buyer has the authority to enter into this Agreement, to perform his obligations under this Agreement, and to complete the transaction as contemplated by this Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes a valid, binding and enforceable obligation of Buyer, subject to bankruptcy and other debtor relief laws and principles of equity. The entry into this Agreement by Buyer, and the performance of Buyer's obligations hereunder does not violate the organizational documents of Buyer or violate any agreement to which Buyer is a party or any governmental or court order or ruling applicable to Buyer.

(e) Except as otherwise set forth elsewhere in this Agreement, Buyer is relying solely upon Buyer's own examination of the Property and inspections herein required, if any, for its physical condition, character, and suitability for Buyer's intended use.

17. NOTICE. All notices hereunder shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, or facsimile or emailed addressed as follows:

If to Buyer: West Licking Joint Fire District
851 East Broad Street
Pataskala, Ohio 43062
Phone: () _ - _
Fax: () _ - _
Email: _____

† Seller: City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068
Attn: _____
Phone: _ _ _ _ _
Email: _____

Any notices or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to the respective Parties at the addresses set forth above, or at such other addresses as shall be furnished in writing by any Party to the others, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

18. PERMITTED ASSIGNMENT. Anything herein to the contrary notwithstanding, Buyer may at Buyer's option and upon notice to Seller assign all of its rights and obligations under this Agreement to an entity formed and controlled by Buyer provided any such assignment and the assumption of such obligations by such entity shall not release Buyer from any obligations under this Agreement.

19. BROKER'S FEE. Buyer and Seller each represent and warrant to the other that it has not dealt with any agent, broker or finder in connection with this transaction, and agrees to indemnify and save harmless the other Party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorneys' fees) incurred by such other Party as a result of a breach of this representation.

(I) **AS-IS/ WHERE IS NATURE OF TRANSACTION.** Except as otherwise provided in this Agreement, it is acknowledged that Seller and its employees, agents, representatives, brokers and attorneys have not made, nor has Buyer relied on, any statements, materials, representations, or warranties, express or implied, of Seller or its employees, agents, representatives, brokers and attorneys. Buyer acknowledges and agrees that it is relying solely on its own examination, inspection and investigation

of the condition of the Property including, without limitation, the surface and subsurface thereof, all soil, engineering, environmental and other conditions which may affect the Property, any construction thereof, its zoning and use, its value, the development thereof and title, all as deemed necessary or appropriate, and Buyer is entering into this Agreement and purchasing the Property based upon the results of such inspections and investigations and not in reliance on any statements, representations or agreements of Seller not expressly contained in this Agreement. As a result, it is specifically acknowledged and agreed that Buyer is acquiring the Property "AS IS, WHERE IS."

20. MISCELLANEOUS. This Agreement constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Agreement shall be in writing, signed by Buyer and Seller and copies provided to them. This Agreement shall be binding upon Buyer and Seller, their heirs, administrators, executors, successors and assigns. Buyer and Seller do not intend to confer any benefits hereunder on any person, firm, corporation, or association other than the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event that any provision(s) contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. Facsimile or .pdf e-mailed signatures of this Agreement and/or any notices required under this Agreement shall be deemed original and effective signatures for the purposes hereof. The headings in this Agreement have been inserted for convenience of reference only, and shall not be deemed to modify or restrict and/or be used to construe any provision hereof. Time is of the essence with respect to all provisions of this Agreement. All provisions of this Agreement shall survive the closing.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date of the last signature to this Agreement as evidenced below (the "Effective Date").

BUYER:

West Licking Joint Fire District
851 East Broad Street
Pataskala, Ohio 43062

By: _____
Name: _____
Title: _____
Date: _____

SELLER:

City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, Ohio 43068

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

10.598 ACRES

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, Sections 4 and 5, Township 16, Range 20, Refugee Lands, being part of that tract conveyed to Reyno Holding Co. by deed of record in Official Record 763, Page 415, all references refer to the records of the Recorder's Office, Licking County, Ohio and more particularly bounded and described as follows:

Beginning at an iron pin set at the northeasterly corner of Lot 33 of the subdivision entitled "Woods at Reynoldsburg Section I", of record in :Plat Book 16, Pages 50 and 51, in the westerly right of way line of Taylor Road;

thence with the boundary of said subdivision the following courses and distances:

North 77° 04' 38" West, a distance of 60.00 feet to an iron pin set;

North 63° 42' 31" West, a distance 246.05 feet to an iron pin set;

South 48° 51' 20" West, a distance of 236.93 feet to an iron pin set;

North 41° 08' 40" West, a distance of 47.14 feet to an iron pin set at a point of curvature to the left; and

with the arc of said curve (Delta= 04° 35' 58", Radius= 650.00 feet) a chord bearing and distance of North 43° 26' 30" West, 52.16 feet to an iron pin set at a corner of the subdivision entitled "Woods at Reynoldsburg Section 4 Part I", of record in Plat Book 17, Pages 46-48;

thence with the boundary of said subdivision the following courses and distances:

North 43° 48' 56" East, a distance of 155.76 feet to an iron pin set;

North 54° 08' 29" West, a distance of 150.54 feet to an iron pin set;

North 69° 37' 15" West, a distance of 270.98 feet to an iron pin set;

North 86° 03' 18" West, a distance of 366.83 feet to an iron pin set;

North 85° 59' 23" West, a distance of 237.64 feet to an iron pin set;

South 38° 57' 48" West, a distance of 95.50 feet to an iron pin set;

North 86° 13' 02" West, a distance of 49.93 feet to an iron pin set;

South 40° 18' 34" West, a distance of 73.27 feet to an iron pin set;

South 72° 07' 36" West, a distance of 70.78 feet to an iron pin set; and

North 86° 13' 02" West, a distance of 51.04 feet to an iron pin set at a corner of that tract conveyed to Woods at Reynoldsburg, LLC by deed of record in Instrument Number 199802040003475;

thence North 03° 46' 58" East, with an easterly line of said Woods at Reynoldsburg, LLC tract, a distance of 45 .00 feet to an iron pin set at a corner thereof;

thence North 86° 13' 02" West, with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 42.00 feet to an iron pin set in an easterly line of said Woods at Reynoldsburg Section 4 Part I;

thence North 03° 46' 58" East, with said easterly line, a distance of 119.27 feet to an iron pin set at a corner thereof;

thence North 85° 59' 23" West, partly with a northerly line of said Woods at Reynoldsburg Section 4 Part 1 and partly with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 1075.69 feet to an iron pin set in the Franklin/Licking County line;

thence North 03° 29' 37" East, with said county line, a distance of 100.01 feet to a stone found at an angle point in said county line;

thence South 85° 59' 23" East, with said county line, a distance of 1617.88 feet to an iron pin set at an angle point in said county line;

thence South 86° 03' 18" East, with a southerly line of that tract conveyed to Distribution Land Corp. by deed of record in Official Record 698, Page 486, a distance of 1240.31 feet to an iron pin set in the westerly right-of-way line of Taylor Road;

thence with said westerly right-of-way line and with the arc of a curve to the right (Delta = 03° 33' 56", Radius= 1960.00 feet) a chord bearing and distance of South 11 ° 08' 24" West, 121.95 feet to an iron pin set;

thence South 12° 55' 22 West, continuing with said westerly right-of-way line, a distance of 261.73 feet to the Point of Beginning, containing 10.598 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings contained herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Woods At Reynoldsburg Section I", of record in Plat Book 16, Pages 50 and 51, Recorder's Office, Licking County, Ohio.

TERMINATION OF RESTRICTIVE COVENANT

WHEREAS, the City of Reynoldsburg, an Ohio municipal corporation, is the owner of certain real property consisting of 10.598 acres of land, more particularly described in Exhibit A attached hereto and as follows:

Property Address:	Taylor Road
Parcel Number:	13-027414.00.000
Prior Instrument No.	200309220049511

WHEREAS, Reyno Holdings Co., a Delaware corporation, transferred the property described in Exhibit A to the City of Reynoldsburg and included certain restrictions on the use of the land so transferred, which state as follows:

"The property described herein is conveyed by the Grantor to the Grantee for use as parkland, and may not be used by Grantee, or its successors or assigns, for the purposes of vehicular access ." (hereinafter referred to as "Restrictive Covenant")

WHEREAS, the City of Reynoldsburg and Reyno Holdings Co., upon good and valuable consideration, mutually desire to terminate the Restrictive Covenant as of the date of this Termination; and

NOW, THEREFORE, the City of Reynoldsburg and Reyno Holdings Co., agree as follows:

The Restrictive Covenant is terminated by this termination. The terms of the Restrictive Covenant shall have no further force and effect on and after the effective date of this termination.

EXECUTED to be effective this ____ day of __ _ , 201.

CITY OF REYNOLDSBURG:

BY: _____
Joe Begeny, Mayor of the City of Reynoldsburg

10.598 ACRES

-2-

South 72° 07' 36" West, a distance of 70.78 feet to an iron pin set; and

North 86° 13' 02" West, a distance of 51.04 feet to an iron pin set at a corner of that tract conveyed to Woods at Reynoldsburg, LLC by deed of record in Instrument Number 199802040003475;

thence North 03° 46' 58" East, with an easterly line of said Woods at Reynoldsburg, LLC tract, a distance of 45 .00 feet to an iron pin set at a corner thereof;

thence North 86° 13' 02" West, with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 42.00 feet to an iron pin set in an easterly line of said Woods at Reynoldsburg Section 4 Part I;

thence North 03° 46' 58" East, with said easterly line, a distance of 119.27 feet to an iron pin set at a corner thereof;

thence North 85° 59' 23" West, partly with a northerly line of said Woods at Reynoldsburg Section 4 Part 1 and partly with a northerly line of said Woods at Reynoldsburg, LLC tract, a distance of 1075.69 feet to an iron pin set in the Franklin/Licking County line;

thence North 03° 29' 37" East, with said county line, a distance of 100.01 feet to a stone found at an angle point in said county line;

thence South 85° 59' 23" East, with said county line, a distance of 1617.88 feet to an iron pin set at an angle point in said county line;

thence South 86° 03' 18" East, with a southerly line of that tract conveyed to Distribution Land Corp. by deed of record in Official Record 698, Page 486, a distance of 1240.31 feet to an iron pin set in the westerly right-of-way line of Taylor Road;

thence with said westerly right-of-way line and with the arc of a curve to the right (Delta = 03° 33' 56", Radius = 1960.00 feet) a chord bearing and distance of South 11° 08' 24" West, 121.95 feet to an iron pin set;

thence South 12° 55' 22" West, continuing with said westerly right-of-way line, a distance of 261.73 feet to the Point of Beginning, containing 10.598 acres of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings contained herein are based on the same meridian as the bearings shown on the subdivision plat entitled "Woods At Reynoldsburg Section 1", of record in Plat Book 16, Pages 50 and 51, Recorder's Office, Licking County, Ohio.

EXHIBIT A

10.598 ACRES

Situated in the State of Ohio, County of Licking, City of Reynoldsburg, Sections 4 and 5, Township 16, Range 20, Refugee Lands, being part of that tract conveyed to Reyno Holding Co. by deed of record in Official Record 763, Page 415, all references refer to the records of the Recorder's Office, Licking County, Ohio and more particularly bounded and described as follows:

Beginning at an iron pin set at the northeasterly corner of Lot 33 of the subdivision entitled "Woods at Reynoldsburg Section 1", of record in Plat Book 16, Pages 50 and 51, in the westerly right of way line of Taylor Road;

thence with the boundary of said subdivision the following courses and distances:

North 77° 04' 38" West, a distance of 60.00 feet to an iron pin set;

North 63° 42' 31" West, a distance 246.05 feet to an iron pin set;

South 48° 51' 20" West, a distance of 236.93 feet to an iron pin set;

North 41° 08' 40" West, a distance of 47.14 feet to an iron pin set at a point of curvature to the left; and

with the arc of said curve (Delta= 04° 35' 58", Radius= 650.00 feet) a chord bearing and distance of North 43° 26' 30" West, 52.16 feet to an iron pin set at a corner of the subdivision entitled "Woods at Reynoldsburg Section 4 Part 1", of record in Plat Book 17, Pages 46-48;

thence with the boundary of said subdivision the following courses and distances:

North 43° 48' 56" East, a distance of 155.76 feet to an iron pin set;

North 54° 08' 29" West, a distance of 150.54 feet to an iron pin set;

North 69° 37' 15" West, a distance of 270.98 feet to an iron pin set;

North 86° 03' 18" West, a distance of 366.83 feet to an iron pin set;

North 85° 59' 23" West, a distance of 237.64 feet to an iron pin set;

South 38° 57' 48" West, a distance of 95.50 feet to an iron pin set;

North 86° 13' 02" West, a distance of 49.93 feet to an iron pin set;

South 40° 18' 34" West, a distance of 3.27 feet to an iron pin set;

REYNO HOLDINGS CO.:

BY: _____

Name and Title

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2021,
before me, the subscriber, a Notary Public in and for said county and state, personally came Joe
Begeny, Mayor, who acknowledged the signing thereof to be his/her free act and deed.

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

Notary Public

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2021,
before me, the subscriber, a Notary Public in and for said county and state, personally came ____
- - - - - ' who acknowledged the signing
thereof to be his/her free act and deed.

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

Notary Public