

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Trustees of the First Presbyterian Church of Liberty Township, whose address is 7080 Olentangy River Road, Delaware, Ohio, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
18-SH, 18-T1  
DEL-CR 124-5.99

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of **Ten Thousand Dollars (\$10,000.00)** and to perform such modifications to the proposed plans for improvements entitled DEL-CR 124-5.99 as detailed in #2 below, which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER's covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. The PURCHASER, in addition to the financial considerations noted above, shall construct, by September 1, 2019, two driveway accesses to the SELLER'S property, to be located on Home Road in general conformance with the Liberty Church Site Plan, attached as Exhibit B, at no additional cost to the SELLER. SELLER hereby grants the PURCHASER a temporary right of way to enter upon the SELLER's property beyond the bounds of the highway right of way for the purpose of constructing said driveways and related improvements, within a limit of 25 feet beyond the limits of work as depicted on Exhibit B, or such limits as mutually determined reasonable and prudent by the PURCHASER and SELLER. Construction of the two driveway accesses shall be performed in such a manner by PURCHASER as to maintain at least one driveway access to Home Road open to vehicular traffic at all times.
3. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All

title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.

4. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
5. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
6. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
7. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
8. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
9. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
10. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
11. In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, which damage, change, alteration or destruction would prevent Purchaser from utilizing the Property for Purchaser's intended purpose, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, or damage terminate this CONTRACT by signed written notice to said SELLER. Possession of the PROPERTY shall be deemed to be accepted by and transferred and surrendered to PURCHASER upon Closing.
12. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified,

and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

13. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY, not including damages resulting from PURCHASER's failure to timely perform the driveway construction as set forth in Paragraph 2 herein above.
14. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
15. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
16. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
17. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
18. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN WITNESS WHEREOF, the parties hereunto have set their hands, the SELLER on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_; and the PURCHASER, by the Board of County Commissioners of Delaware County, Ohio or his duly authorized representative, its agent, on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

SELLER(S):

WITNESSES:

\_\_\_\_\_  
(the Trustees of the First Presbyterian Church of Liberty Township  
Liberty Township)

\_\_\_\_\_  
BY (Witness 1):

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
BY (Witness 2):

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
BY (Witness 1):

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
BY (Witness 2):

\_\_\_\_\_  
(Address)

Board of County Commissioners  
Of Delaware County, Ohio

\_\_\_\_\_  
Ferzan Ahmed, Delaware County Administrator  
Pursuant to Resolution No. 11-137 and  
Resolution No. 15-1274, Section 1, Item (S)

ATTESTED: \_\_\_\_\_

**AUDITOR'S CERTIFICATION**

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has been confirmed with the State of Ohio Auditor that the Trustees of the First Presbyterian Church of Liberty Township, have/has no outstanding findings for recovery issued against them by the State of Ohio.

Date: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
George Kaitza  
Auditor, Delaware County, Ohio

Approved as to Form:

\_\_\_\_\_  
Prosecuting Attorney  
Delaware County, Ohio

**EXHIBIT A**

LPA RX 871 SH

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Rev. 06/09

Ver. Date 02/17/16

PID 0850

**PARCEL 18-SH  
DEL-CR124-5.99  
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES  
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS  
IN THE NAME AND FOR THE USE OF THE  
BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Board Of Commissioners Of Delaware County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Delaware, Township of Liberty, being part of Farm Lot 13 in Quarter Township 1, Township 3, Range 19 of the United States Military Lands and being part of a 2.00 acre parcel of land conveyed to Trustees of the Liberty Presbyterian Church by Deed Book 39, Page 71 as recorded in the Delaware County Recorder's Office and being more particularly described as follows:

**Beginning** at the intersection of the northerly existing right of way line of Home Road (CR-124) and the easterly existing right of way line of State Route 315 and being 53.83 feet left of centerline Station 30+04.09 Home Road (CR-124);

Thence northwesterly with a curve to the left having a radius of 1,462.39 feet, a delta angle of 01° 37' 02" left and a chord which bearings **North 09° 51' 22" West**, a distance of **41.27 feet** to a point on said easterly existing right of way line and being 95.00 feet left of centerline Station 30+01.18 Home Road (CR-124);

Thence **South 64° 56' 13" East**, a distance of **80.19 feet** leaving said easterly right of way line and across the grantor's property to a point on said northerly existing right of way line and being 53.83 feet left of centerline Station 30+70.00 Home Road (CR-124);

**EXHIBIT A**

LPA RX 871 SH

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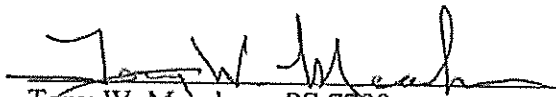
Thence **South 84° 10' 07" West**, a distance of **65.91 feet** along said northerly existing right of way line to the **TRUE POINT OF BEGINNING** and containing 0.031 acres, more or less, of which 0.000 acres are within the present road occupied. Subject to all legal easements, agreements and right of way of record.

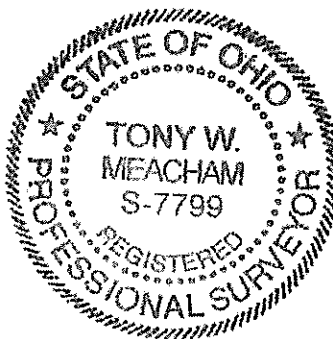
Of the above described tract, 0.031 acres, more or less, are located within Auditor's Parcel No. 31914002006000.

The basis of bearing for this description is based on project (ground) coordinates values and are relative to State Plane Coordinates Ohio North Zone NAD 83 (NSRS 2007) by a Combined Scale Factor (CSF) = 1.00002073 and is based on a mean latitude of 40° 11' 39.19023" North and an elevation of 814.953 feet. Coordinate values are from an actual GPS survey made in 2014 by Korda/Nemeth Engineering, Inc. To obtain grid coordinates, multiply the project distance by the CSF.

This description was prepared by Tony W. Meacham, Ohio Professional Surveyor No. 7799 from an actual field survey performed in 2014 by Korda/Nemeth Engineering, Inc.

Iron pin set are 5/8" x 30" rebar topped by an orange cap stamped "KNE PS NO. 7799."

  
Tony W. Meacham, PS 7799  
Korda/Nemeth Engineering, Inc.



7/20/16  
Date

**EXHIBIT A**

LPA RX 887 T

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Rev. 07/09

Ver. Date 02/17/16

PID 0850

**PARCEL 18-T1  
DEL-CR124-5.99  
TEMPORARY EASEMENT FOR THE PURPOSE OF  
PERFORMING THE WORK NECESSARY TO  
RECONSTRUCT DRIVE; GRADING & SEEDING  
FOR 18 MONTHS FROM DATE OF ENTRY BY THE  
BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Delaware, Township of Liberty, being part of Farm Lot 13 in Quarter Township 1, Township 3, Range 19 of the United States Military Lands and being part of a 2.00 acre parcel of land conveyed to Trustees of the Liberty Presbyterian Church by Deed Book 39, Page 71 as recorded in the Delaware County Recorder's Office and being more particularly described as follows:

**Beginning** at the intersection of the northerly existing right of way line of Home Road (CR-124) and the westerly line of a 10.10 acre tract conveyed to David A. Tanner & Molly P. Tanner by Official Record 226, Page 1970 and being 53.86 feet left of centerline Station 31+36.77 Home Road (CR-124);

Thence **South 84° 10' 07" West**, a distance of **66.77 feet** leaving the westerly line of said 10.10 acre tract and along said northerly right of way line to a point 53.83 feet left of centerline Station 30+70.00 Home Road (CR-124);

Thence **North 64° 56' 13" West**, a distance of **80.19 feet** leaving said northerly right of way line and across the grantor's property to a point on the easterly existing right of way line of State Route 315 and being 95.00 feet left of centerline Station 30+01.18 Home Road (CR-124);

Thence **North 84° 10' 53" East**, a distance of **130.39 feet** leaving said easterly right of way line and across the grantor's property to a point on the westerly line of said 10.10 acre tract and being 95.00 feet left of centerline Station 31+31.57 Home Road (CR-124);

Thence **South 13° 01' 35" East**, a distance of **41.47 feet** along the westerly line of said 10.10 acre tract to the **TRUE POINT OF BEGINNING** and containing 0.093 acres, more or less, of which 0.000 acres are within the present road occupied. Subject to all legal easements, agreements and right of way of record.



**EXHIBIT A**

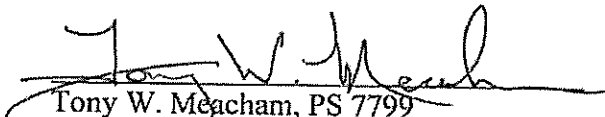
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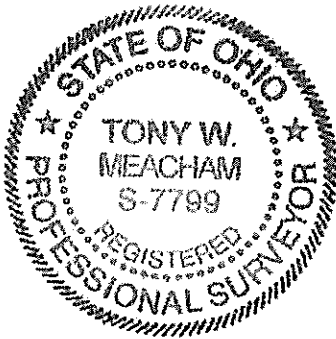
Page 2 of 2  
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Of the above described tract, 0.093 acres, more or less, are located within Auditor's Parcel No. 31914002006000.

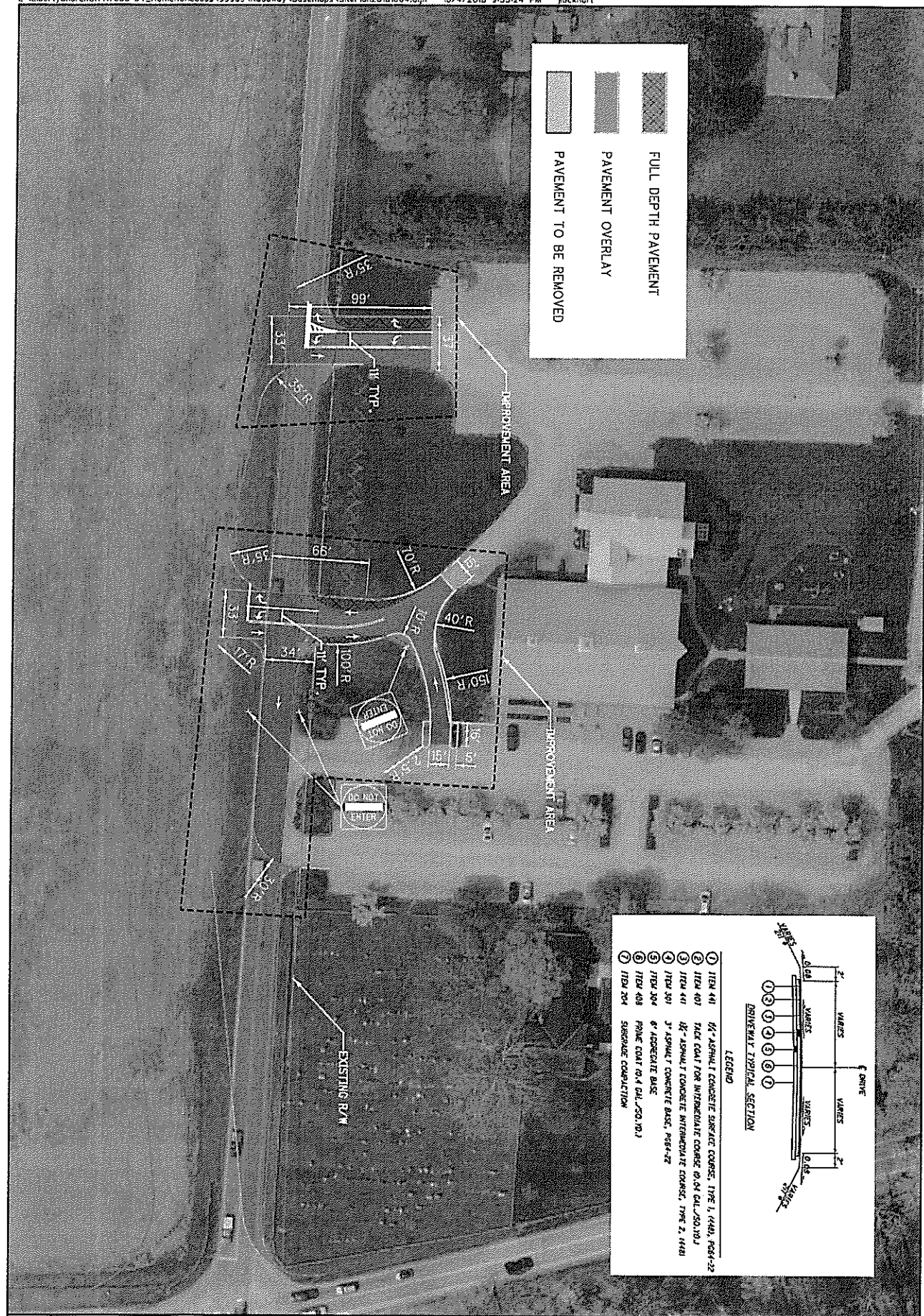
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This description was prepared by Tony W. Meacham, Ohio Professional Surveyor No. 7799 from an actual field survey performed in 2014 by Korda/Nemeth Engineering, Inc.




  
Tony W. Meacham, PS 7799  
Korda/Nemeth Engineering, Inc.



7/20/16  
Date



**LEGEND**

-  FULL DEPTH PAVEMENT
-  PAVEMENT OVERLAY
-  PAVEMENT TO BE REMOVED

**LEGEND**

① ITEM 411 1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (648) PG4-22  
 ② ITEM 407 TRAC COAT FOR INTERMEDIATE COURSE 0.04 GAL/250 SQ. FT.  
 ③ ITEM 411 1/2" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (481)  
 ④ ITEM 401 3" ASPHALT CONCRETE BASE, PG4-22  
 ⑤ ITEM 304 8" 1.5% ASPHALT CONCRETE BASE  
 ⑥ ITEM 408 PRIME COAT 0.4 GAL/250 SQ. FT.  
 ⑦ ITEM 204 SURFACE CONSTRUCTION



**LIBERTY CHURCH  
SITE PLAN**

CALCULATED BY CWC  
 CHECKED BY SAK  
 HORIZONTAL SCALE IN FEET  
