

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JUNE 2, 2016

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

9:40 AM Public Hearing #2 For 2016 CDBG Funding
9:45 AM Public Hearing For Consideration Of Establishing A New Road From Cheshire Road To Berlin Station Road

1
RESOLUTION NO. 16-522

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 26, 2016:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 26, 2016; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
RETIREMENT TRIBUTE
JACK PRIM, MANAGER OF MAINTENANCE

INTRODUCTION OF JACK MARCHBANKS, DEPUTY DIRECTOR ODOT DISTRICT 6

5
RESOLUTION NO. 16-523

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0601, MEMO TRANSFERS IN BATCH NUMBERS MTAPR061:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0601, memo transfers in batch numbers MTAPR0601, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Washington Auto	Service Center	10011106-5228	\$20,000.00
Buckeye Power	Service Center	10011105-5335	\$ 6,000.00

<u>PR #</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R1603613	SHERIFF'S OFFICE \$	DETECTIVE WORK PER MOU with JFS	22511607 - 5301	\$34,330.40
R1603635	HENRY P THOMPSON CO INC.	EMERGENCY CALLS - TO ASSIST MAINTENANCE STAFF WATER REC. DEPARTMENT	66211901 - 5328	\$20,000.00
R1603667	SULLIVAN ENVIRONMENTAL	REBUILD PARTS FOR MOYNO SLUDGE PUMP #2	66211903 - 5428	\$6,703.00
R1603668	PULTE HOMES OF OHIO	RETURN OF UNUSED INSPECTION FEES: HEATHERS	66211902 - 5319	\$11,025.00

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AT GOLF VILLAGE 1

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

6
RESOLUTION NO. 16-524

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

The Director of Emergency Communication is requesting that Jeanette Adair take an APCO-Assoc. Public Safety Communications Comprehensive Quality online course from August 10, 2016-September 13, 2016 at the cost of \$359.00 (fund number 21411306).

The Director of Emergency Communication is requesting that Jeanette Adair take an APCO-Assoc. Public Safety Communications Emergency Medical Dispatch Manager online course from August 3, 2016-September 23, 2016 at the cost of \$229.00 (fund number 21411306).

The Director of Emergency Communication is requesting that Peter O’Flaherty and Bryan Rand attend a Public Safety Group-Active Shooter course in Bucyrus, OH on October 12, 2016 at the cost of \$428.00 (fund number 21411306).

The Director of Emergency Communication is requesting that Jeanette Adair and Jennifer Keck attend a Public Safety Group- Lessons Learned from Denise Amber Lee course in Bucyrus, OH on October 11, 2016 at the cost of \$288.00 (fund number 21411306).

The Juvenile Court is requesting that Robert L. Kaiser attend an Educational Conference (Guardianships) in North Charleston, South Carolina from October 28-November 1, 2016 at the cost of \$1872.10 (fund number 27826325).

The Commissioners Office is requesting that Commissioner Barb Lewis attend the National Association of Counties (NACo) Annual Conference July 21-25 in Los Angeles County (Long Beach), CA; at the cost of \$4,179.00 (fund number 10011101).

The Regional Sewer District is requesting that Mike Jones, Erik McPeek, and Henry Stephenson attend the CSEAO Summer Conference in Lewis Center, Ohio on June 6 - 7 at a total cost of \$285.00 (fund 66211902).

The Administrative Services Department is requesting that Dana Bushong, Brad Euans, Mindy Owens attend an Ohio Public Employers Labor Relations Association Summer Conference in Columbus, Ohio June 17, 2016, at no cost.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

7
RESOLUTION NO. 16-525

IN THE MATTER OF A NEW STOCK FROM RTJ RESTAURANTS LLC DBA DONATOS AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that RTJ Restaurants LLC, DBA Donatos has requested a stock located at 1263 Cameron Avenue, Lewis Center, OH 43035 and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection,

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-526

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SETTING DATE, TIME AND PLACE FOR A VIEWING AND THE FINAL HEARING BY THE COMMISSIONERS FOR THE WINDING CREEK ESTATES SECTION 4 SUBDIVISION DRAINAGE PETITION PROJECT:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

Whereas, the Board of Commissioners of Delaware County on February 10th, 2014, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the maintenance/reconstruction and improvement of The Winding Creek Estates Section 4 Subdivision Drainage Petition Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction/maintenance of the Winding Creek Estates Section 4 Subdivision Drainage Petition Project are being finalized for their review and consideration.

Therefore, Be It Resolved, By The Board of County Commissioners, that **Monday July 11, 2016, at 1:30PM** on Winding Creek Lane near the vicinity of 1157 Winding Creek Lane Delaware, Ohio 43015 is hereby fixed as the time and place for the view thereon, and

Therefore be it Resolved, the Board of County Commissioners of The County of Delaware have fixed **Monday July 18, 2016, at 10:15AM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

Vote on Motion	Mrs. Lewis	Aye	Mr. Benton	Aye	Mr. Merrell	Aye
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9

RESOLUTION NO. 16-527

IN THE MATTER OF APPROVING A RIGHT OF ENTRY AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TIME WARNER CABLE MIDWEST LLC. FOR NEW INTERNET ACCESS AT THE WILLIS BUILDING:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

Whereas, the Interim Director of Facilities recommends approval of the Right Of Entry Agreement By And Between The Delaware County Board Of Commissioners And Time Warner Cable Midwest LLC. For New Internet Access At The Willis Building;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Right Of Entry Agreement By And Between The Delaware County Board Of Commissioners And Time Warner Cable Midwest LLC. For New Internet Access At The Willis Building:

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement") is by and between the Delaware County Board of Commissioners, (hereinafter the "Owner"), whose address is 101 North Sandusky Street Delaware, Ohio 43015 and Time Warner Cable Midwest LLC, a Delaware limited liability company, d/b/a Time Warner Cable, by itself and on behalf of its affiliates (collectively, the "Operator"), whose address is 1015 Olentangy River Road, Columbus, OH 43212. Operator and Owner may individually be referred to as a "Party" or collectively as the "Parties." This Agreement commences on the later of the execution dates set forth below the signatures (the "Commencement Date").

1. Owner represents and warrants that Owner: (a) is the fee simple owner of the land, improvements, and building which constitute the Property (defined below) and has full power and authority to grant to Operator the rights set forth in this Agreement; or (b) through written agreement with the fee simple owner of the Property, has the full power and authority to grant to Operator the rights set forth in this Agreement.

2. In consideration of the mutual benefits and obligations set forth herein, Owner grants to Operator and Operator's employees, agents, and contractors a non-exclusive right of entry for ingress and egress to the property and building(s), (including building roof top(s)), located at **2081 Us Highway 23 N, Delaware, OH 43015** (the "Property") for the purpose of installing, attaching, operating, repairing, replacing, removing, and maintaining all necessary equipment, including, without limitation, lines, wires, poles, conduits, pipes, converters, amplifiers, splitters, lock boxes, antennas, wireless delivery system equipment and facilities (collectively, the "System") in order to sell, market, and provide Operator's cable television, data, Internet, telecommunication, WiFi, and other entertainment services (collectively, "Services") to occupants of the Property (collectively, "Occupants"). The rights granted hereunder shall be deemed to include use of available power, along with a right for Operator to have access to those

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areas in addition to and a right to use, all risers in the building, house wiring, utility easements, underground conduit, ducts, building entrance facilities, building utility entrance facilities, utility closets in the building, whether in common areas or in an Occupant’s premises (with Occupants’ approval), rights-of-way, private roads and other areas on the Property as reasonably required for the purpose set forth above. Operator shall determine in its sole discretion the economic feasibility and appropriate date to begin construction and/or installation of the System on the Property. Upon request from the Owner, the Operator shall provide the Owner with a WiFi site survey for the Property and the attachment location for any wireless delivery system equipment that Operator will be attaching to the Property. Operator will have the right to advertise, market and otherwise promote the Property as a public WiFi hotspot in any and all forms of media, in Operator’s sole discretion, and Owner grants Operator a license to use the names, trademarks and logos of Owner and the Property for such purposes.

3. The term of this Agreement commences on the Commencement Date and shall remain in full force and effect until the later of: (a) the date that is 5 years after the Commencement Date; or (b) the date that is 6 months after the date that Operator ceases to provide Services to Occupant(s) at the Property (the “Term”).

4. Occupants, if they desire to receive Services, shall be charged and billed individually for such Services by Operator. Operator shall be responsible for any and all material damages directly caused to the Property by Operator’s installation, operation, maintenance and removal of the System.

5. Ownership of all parts of the System shall be and remain the personal property of the Operator. No entity or person, other than Operator, may use any part of the System. Owner shall not, and Owner shall not authorize any third party to, tamper with, make alterations to, or remove any components of the System. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property. Operator shall install, operate and maintain the System on the Property at its own expense and in accordance with all applicable laws. If Owner requests, Operator shall submit for advanced approval the drawings and/or plans for the installation of the System, and such approval shall not be unreasonably withheld, conditioned, or delayed by Owner.

6. Operator agrees to maintain Commercial General Liability Insurance, with limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, sickness or death, and property damage.

7. This Agreement may be freely assigned by either Party, provided that the assignee agrees to be bound by all of the terms and conditions hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives and assigns.

8. OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES--EXPRESS OR IMPLIED--REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL OPERATOR OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

9. Owner reserves the right to grant other easements on or rights of access to the Property, but will not allow such other grants to interfere with the rights conveyed in this Agreement.

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart together shall constitute one and the same instrument. Any signature to this Agreement transmitted via facsimile (or other electronic means) or other electronic signature shall be deemed an original signature and be binding upon the parties hereto (it being agreed that facsimile or other electronic signature shall have the same force and effect as an original signature).

11. This Agreement shall be construed in accordance with the laws of the State where the Property is located.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

10
RESOLUTION NO. 16-528

9:40AM - IN THE MATTER OF OPENING PUBLIC HEARING # 2 FOR DELAWARE COUNTY’S PY 2016 COMMUNITY DEVELOPMENT BLOCK GRANTS:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

RESOLUTION NO. 16-529

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR DELAWARE COUNTY’S PY 2016 COMMUNITY DEVELOPMENT BLOCK GRANTS:

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It was moved by Mr. Merrell, seconded by Mr. Benton to close the hearing.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

11
RESOLUTION NO. 16-530

IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR NORTH FARMS SECTION 4 & 8 AND POWELL GRAND:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Executive Director recommends approval of the Sanitary Subdivider’s Agreements;

THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Sanitary Subdivider’s Agreements for North Farms Section 4 & 8 and Powell Grand:

NORTH FARMS SECTION 4 & 8

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 2nd day of June 2016, by and between **M/I HOMES OF CENTRAL OHIO**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **NORTH FARMS SECTION 4** Subdivision Plat and the **NORTH FARMS SECTION 8** Subdivision Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **NORTH FARMS SECTIONS 4 & 8**, dated **April 25, 2016**, and approved by the County on **May 12, 2016**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **25** single family residential equivalent connections approved for North Farms Section 4 with this Agreement.

There are **19** single family residential equivalent connections approved for North Farms Section 8 with this Agreement.

Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

OPTIONS:

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$190,290**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

Initials _____

Date: 5-25-16

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **NORTH FARMS SECTIONS 4 & 8**.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **NORTH FARMS SECTIONS 4 & 8 (\$6,660.15)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$16,200.00** estimated to be necessary to pay the cost of inspection for **North Farms Sections 4 & 8** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **NORTH FARMS SECTIONS 4 & 8** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to

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complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- 1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format. If each or any Section/Phase/Part is accepted separately, SUBDIVIDER agrees to provide as built drawings for each Section/Phase/Part as requested and one complete set of as built drawings for the **NORTH FARMS SECTIONS 4 & 8** Sanitary Sewer Improvement Plan with the last final acceptance.
- 2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- 3) An itemized statement showing the cost of the Improvements.
- 4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- 5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

POWELL GRAND

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

SECTION I: INTRODUCTION

This Agreement is entered into on this 2nd day of June 2016, by and between **Schottenstein Real Estate Group**, hereinafter called "Subdivider", and the Delaware County Board of Commissioners (hereinafter called "County Commissioners" or "County") as evidenced by the **Powell Grand** Subdivision Plat or Sewer Easement(s) Recorded on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

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The Subdivider is to construct, install or otherwise make all public improvements (the "Improvements") shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Powell Grand**, dated **3/12/16**, and approved by the County on **4/28/2016**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

SECTION II: CAPACITY

There are **308** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sewer Easement(s) is recorded. If the final Subdivision Plat or Sewer Easement(s) is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

SECTION III: FINANCIAL WARRANTY

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith.

SECTION IV: FEES

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **Powell Grand (\$13,338.50)**. The Subdivider shall also deposit with the Delaware County Sanitary Engineer the sum of **\$32,393.50** estimated to be necessary to pay the cost of inspection for **Powell Grand** by the Delaware County Sanitary Engineer. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the Delaware County Sanitary Engineer shall be reimbursed from charges against the deposit. At such time as the fund has been depleted to a level of \$600.00 or less, as a result of charges against the fund at the rate of:

INSPECTOR \$75.00 per hour
CAMERA TRUCK \$150.00 per hour

for time spent by the Delaware County Sanitary Engineer or his or her staff, the Subdivider shall make an additional deposit of \$600.00 to the fund. Upon completion of all Improvements provided herein and acceptance of Improvements by the County, any unused portions of the inspection fund shall be repaid to the Subdivider less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Powell Grand** as required by the County.

SECTION V: CONSTRUCTION

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's

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acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

SECTION VI: EASEMENTS

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

SECTION VII: COMPLETION OF CONSTRUCTION

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

1. "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
2. An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
3. An itemized statement showing the cost of the Improvements.
4. An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
5. Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider's heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County's sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Delaware County Sanitary Engineer for a tap permit to connect to the sanitary sewer.

SECTION VIII: SIGNATURES

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

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Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

12

RESOLUTION NO. 16-531

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS 2016-2017 ROADSIDE MOWING CONTRACT:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

**2016-2017 Roadside Mowing Contract
Bid Opening of May 10, 2016**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to B&L Packrat Enterprises LLC, the only bidder for the project; and

Whereas, available are two copies of the Contract with B&L Packrat Enterprises LLC for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and B&L Packrat Enterprises LLC for the project known as 2016-2017 Roadside Mowing Contract as follows:

CONTRACT

THIS AGREEMENT is made this 2nd day of June, 2016 by and between B&L Packrat Enterprises LLC, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

**B&L Packrat Enterprises LLC
P. O. Box 147
Radnor, Ohio 43066**

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the improvements embraced in the project named "2016-2017 Roadside Mowing Contract", and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the total sum not to exceed Sixty-Five Thousand Two Hundred Ninety-Seven Dollars and Eighteen Cents (\$65,297.18), subject to additions and deductions as provided in the Contract Documents. The total sum includes required mowing for 2016 at Sixty-One Thousand Five Hundred Seventy-Seven Dollars and Eighteen Cents (\$61,577.18), and supplemental mowing at the discretion of and only upon the authorization of the County Engineer at a price not to exceed Three Thousand Seven Hundred Twenty Dollars (\$3,720).

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

13

RESOLUTION NO. 16-532

IN THE MATTER OF APPROVING AN ENGINEERING SERVICES AGREEMENT FOR SAWMILL PARKWAY EXTENSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, the County Engineer has requested the assistance of a consulting engineer in performing various construction engineering activities relating to the construction phase of the Sawmill Parkway Extension:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio that the following agreement is approved:

ENGINEERING SERVICES AGREEMENT

This Agreement is made and entered into this 2nd day of June, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Burgess & Niple, Inc., 5085 Reed Road, Columbus, Ohio 43220 (“Consultant”), hereinafter collectively referred to as the “Parties”, and shall be known as the “Prime Agreement.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide “Services” in connection with the following “Project”:
DEL-CR609- Sawmill Parkway – Construction Engineering Services, including construction and right of way plan interpretation, construction submittal document review, and preparation of related surveys, calculations, and reports requested by the County, as-needed on a task-order basis.
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 Services shall be rendered by the Consultant shall be based on a Scope of Services prepared by the Consultant and approved by the County for each task order authorized under this Agreement.

2 SUPERVISION OF WORK

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Engineer (“County Engineer”) as the Project Manager and agent of the County for this Agreement.
- 2.2 The County Engineer or his designee shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be as follows:
- 4.2 For all task order requests made by the Project Manager, the Consultant shall prepare a proposal to complete the requested services as detailed in the task order. The Project Manager shall issue written approval of any task order proposal made by the Consultant in the form of a Notice to Proceed prior to the Consultant initiating work under the task order.
- 4.3 Total compensation under this Agreement shall not exceed Seventy Five Thousand Dollars and no cents (\$75,000.00) without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

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- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County Engineer:

Name: Chris Bauserman, P.E., P.S.
Attn: Robert Riley, P.E., P.S.

Address: 50 Channing Street, Delaware, Ohio 43015

Telephone: 740-833-2400

Email: riley@co.delaware.oh.us

Consultant:

Name of Principal in Charge: James P. Garrison, PE

Address of Firm: 5085 Reed Road

City, State, Zip: Columbus, Ohio 43220

Telephone: 614-459-2050

Project Contact Email: Jeffrey L. Griffin, PE (jeff.griffin@burgessniple.com)

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Consultant and approved by the County Engineer shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF WORK, DELAYS AND EXTENSIONS

- 7.1 The Consultant shall commence Work upon written Notice to Proceed (“Authorization”) of the County Engineer and shall complete the work as specified in the Authorization.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of work to be performed under this Agreement, the Consultant may make a written request for time extension, and the County Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Consultant shall immediately suspend or terminate Work, as ordered by the County.
- 8.2 In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

9 CHANGE IN SCOPE OF SERVICES

- 9.1 In the event that significant changes to the Scope of Services are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

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10 OWNERSHIP

- 10.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 10.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement.
- 10.3 This section does not require unauthorized duplication of copyrighted materials.

11 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 11.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.
- 11.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

12 INDEMNIFICATION

- 12.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 12.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

13 INSURANCE

- 13.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 13.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 13.5 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 13.1 and 13.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 13.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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14 MISCELLANEOUS TERMS AND CONDITIONS

- 14.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 14.2 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 14.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 14.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 14.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 14.6 Severability: If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 14.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 14.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 14.9 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 14.10 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 14.11 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code,

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national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 14.12 **Campaign Finance – Compliance with R.C. 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

14
RESOLUTION NO. 16-533

IN THE MATTER OF APPROVING AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO CENTERBURG ROAD:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, the County Engineer recommends making Improvements to the Centerburg Road Bridge over Culver Creek including rehabilitation of the structure and minor roadway approach reconstruction; and,

WHEREAS, the County Engineer has obtained funding assistance through the Ohio Department of Transportation for construction of the Improvements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio that the following Agreement is approved, and the County Engineer is authorized to act on behalf of the Board as required by the Agreement:

OHIO DEPARTMENT OF TRANSPORTATION STATE FUNDS EXCHANGE AGREEMENT

DEL – CR 048 – 02.45 COUNTY-ROUTE-SECTION
99918 PID NUMBER
26983 AGREEMENT NUMBER
071643472 DUNS NUMBER

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the *Delaware County Engineer’s Office* acting by and through the *BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO*, hereinafter referred to as the LPA, 50 Channing Street, Delaware, Ohio 43015.

- 1. PURPOSE
 - 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
 - 1.2 ORC Section 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment,

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construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.

- 1.3 Section 5501.03 (D) of the Ohio Revised Code provides that the director of transportation may enter into contracts with public agencies including political subdivision, other state agencies, boards, commissions, regional transit authorities, county transit boards, and port authorities, to administer the design, qualification of bidders, competitive bid letting, construction, inspection, research, and acceptance of any projects or transportation facilities administered by ODOT, provided the administration of such projects or transportation facilities is performed in accordance with all applicable state and federal laws and regulations with oversight by ODOT.
- 1.4 ORC Section 5531.08(C) provides upon a written determination by the Director of Transportation that it would be in the best interests of the traveling public, upon the written request of a county, township, or municipal corporation, may declare a waiver of that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay. This is in order to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.
- 1.5 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the administration of State funds on behalf of the Ohio Department of Transportation through the County Engineer Association of Ohio for the PROJECT by ODOT.
- 1.6 The LPA shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
2. FUNDING AND PAYMENT
- 2.1 The total cost for the PROJECT is estimated to be \$301,000.00. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$404,700.00 in State funds, which includes 15 percent Toll Revenue Credit up to a maximum of \$63,900.00. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager and cannot be used as a LPA's match. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements, including construction engineering costs. Ohio Revised Code does not allow for the payment of environmental engineering, final engineering and real estate acquisition.
- 2.2 ODOT retains any and all Bridge Credit generated through this program. Information must be submitted to and maintained by the Office of Payroll and Project Accounting.
- 2.3 Federal funds are not permitted for use in the State Funds Exchange Program for the project identified above.
- 2.4 The LPA, in conjunction with its funding partners, and to the extent permitted, shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.
- 2.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The LPA shall review and/or approve all contractor invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.6 The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA/County must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 2.7 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA. When the LPA is requesting a direct payment to its Contractor, the LPA must provide documentation that the LPA has paid its share of the PROJECT costs.
- 2.8 The LPA shall certify in writing that the project was developed and delivered in compliance with the terms, conditions and requirements of the project agreement with his/her Professional Engineer's seal and signature. The LPA shall then provide the final report to the ODOT District within 6 months of the physical completion date of the project so that the report may be audited and approved for payment. If

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the deadline cannot be met, a written explanation must be provided to the District prior to the end of the 6 months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, then this process must be repeated until the project is completed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

2.9 Reimbursement to the LPA/County shall be submitted to:

Delaware County
Chris E. Bauserman, P.E., P.S.
50 Channing Street
Delaware, Ohio 43015
(740) 833-2400

3. PROJECT DEVELOPMENT AND DESIGN

3.1 The LPA/County is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.

3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA/County, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT is the responsibility of the LPA. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

5.2 The LPA/County hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA/County's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Delaware County
Chris E. Bauserman, P.E., P.S.
50 Channing Street
Delaware, Ohio 43015
740-833-2400
cbauserman@co.delaware.oh.us

Andrea Stevenson
Office of Local Programs, ODOT
1980 W. Broad Street
Columbus, OH 43223
614.644-8211
Andrea.stevenson@dot.state.oh.us

7. GENERAL PROVISIONS

Record Retention: The LPA/County when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA/County's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after the completion of the project. In the event that an audit-related dispute should arise during this retention period, any such books, documents,

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and records that are related to the disputed matter shall be preserved for the term of that dispute.

- 7.2 *Ohio Ethics Laws:* LPA/County agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 7.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 7.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 7.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 7.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. LPA/County acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the LPA/County and monitoring by Grantor of the results of the award of Grant Funds.
- 7.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 7.9 *Recovery of Direct Labor, Overhead, and/or Fringe Costs:*
To be eligible to recover any costs associated with the LPA's internal labor forces used on this project, the LPA shall make an appropriate selection below:¹
1. Direct Labor only (no indirect cost recovery for fringe benefit or overhead costs)
 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate²
 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)³
 4. Direct Labor plus indirect costs determined using the approved applicable Cost Allocation Plan rate⁴
 5. No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

For any labor costs to be eligible for reimbursement with Federal and State funds, the LPA shall meet all timekeeping requirements outlined in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers⁵ and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall follow 2 CFR Part 200 and the LATP Manual of Procedures.

¹ **Note:** If a timely election is not made at the time of contract execution, the cost recovery method will default to Option 5: No cost recovery of any LPA direct labor, fringe benefits, or overhead costs.

² The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

³ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

⁴ Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

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⁵ Question and Answer guidance can be found at the following web address:

[http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20\(latest\)%20\(2\).pdf](http://www.dot.state.oh.us/Divisions/Planning/LocalPrograms/Locallet%20Manual/LPA%20Questions%20and%20Answers%20Re%202%20CFR%20200%20(latest)%20(2).pdf)

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 16-534

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH OHM ADVISORS, INC. FOR THE PROJECT KNOWN AS DEL-CR13-(CR21) – WORTHINGTON/AFRICA INTERSECTION PART 1:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, section 305.15 of the Revised Code provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association, or corporation qualified to perform engineering services in the state; and

WHEREAS, the County Engineer has received proposals from engineering firms interested in providing services for the project known as DEL-CR13-(CR21) – Worthington/Africa Intersection Part 1; and

WHEREAS, the County Engineer has selected the consulting firm of OHM Advisors, Inc. through a Qualifications-Based Selection Process and has negotiated a fee and agreement to provide the required services for engineering and design of the improvements, and requests that the Board enter into Contract with said firm;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional Services Contract is hereby approved:

**PROFESSIONAL SERVICES CONTRACT
DEL-CR13- (CR21) – WORTHINGTON/AFRICA INTERSECTION
PART 1**

Section 1 – Parties to the Agreement

Agreement made and entered into this 2nd day of June, 2016, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of OHM Advisors, 580 North Front Street, Suite 610, Columbus, OH, 43215.

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services dated April 25, 2016 and Price Proposal of the same date, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Fee shall be a Lump Sum not to exceed **One Hundred Eighty Nine Thousand Four Hundred Seventy Four dollars and Twenty One Cents, (\$189,474.21)** in total, in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than April 1, 2017. Consultant shall not proceed with Work on “If Authorized” tasks without written authorization from the Administrator. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator

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may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum

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period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

- 13.2 **Independent Contractor:** The Parties acknowledge and agree that contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 13.3 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.4 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.5 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.6 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.7 **Severability:** If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.8 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 **Campaign Finance – Compliance with R.C. 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such

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certification is attached to this Contract and by this reference made a part thereof.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

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RESOLUTION NO. 16-535

IN THE MATTER OF APPROVING THE PLAT OF SUBDIVISION FOR TANGER OUTLETS:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

Whereas, Columbus Outlets, LLC has submitted the Plat of Subdivision (“Plat”) for Tanger Outlets, including related development plans (“Plans”) and requests approval thereof by the Board of Commissioners of Delaware County; and

Whereas, the Berkshire Township Zoning Officer has reviewed said Plat and Plans for conformance with Township Zoning Regulations and approved said Plat on April 28, 2016; and

Whereas, Del-Co Water Company has reviewed said Plat and Plans for conformance with its rules and regulations and approved said Plat on April 22, 2016; and

Whereas, the Delaware County Sanitary Engineer has reviewed said Plat and Plans for conformance with the Rules, Regulations, Standards and General Procedures Governing Sewerage in Delaware County and approved said Plat on April 29, 2016; and

Whereas, the Delaware County Engineer has reviewed said Plat and Plans for conformance with Delaware County Engineering and Surveying Standards and approved said Plat on May 6, 2016; and

Whereas, the Delaware County Regional Planning Commission has reviewed said Plat and Plans for conformance with Delaware County Subdivision Regulations and approved said Plat on May 31, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the Plat of Subdivision for Tanger Outlets.

Tanger Outlets:

Situated in the State of Ohio, County of Delaware, Township of Berkshire, and in Farm Lot 6, Quarter Township 2, Township 4, Range 17, United States Military Lands, containing 70.433 acres of land, more or less, said 70.433 acres being comprised of part of that tract of land conveyed to Fallon Gilbert Co., LLC by deed of record in Official Record 717, Page 402, and all of that tract of land conveyed to Columbus Outlets, LLC by deed of record in Official Record 1348, Page 1121, Recorder’s Office, Delaware County, Ohio. Cost: \$3.00.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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RESOLUTION NO. 16-536

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR OLENTANGY FALLS SECTION 4, PHASE A AND OLENTANGY FALLS SECTION 5:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following agreements:

Whereas, The Engineer recommends approving the Owner’s Agreements for Olentangy Falls Section 4, Phase A and Olentangy Falls Section 5.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Owner’s Agreements for Olentangy Falls Section 4, Phase A and Olentangy Falls Section 5

Olentangy Falls Section 4, Phase A

OWNER’S AGREEMENT
PROJECT NUMBER: 10356

THIS AGREEMENT, executed on this 2nd day of June, 2016 between **OLENTANGY FALLS LTD.**, hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLENTANGY FALLS SECTION 4, PHASE A**, further identified as Project Number 10356 is governed by the following considerations to wit:

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Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$28,400)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

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CONSTRUCTION COST ESTIMATE	\$355,000
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 35,500
INSPECTION FEE DEPOSIT	\$ 28,400

Olentangy Falls Section 5

**OWNER'S AGREEMENT
PROJECT NUMBER: 14008**

THIS AGREEMENT, executed on this 2nd day of June, 2016 between **OLENTANGY FALLS LTD.**, hereinafter called '**OWNER**' and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **OLENTANGY FALLS SECTION 5**, further identified as Project Number 14008 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FORTY-FIVE THOUSAND DOLLARS (\$45,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material

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and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$748,300
CONSTRUCTION BOND AMOUNT	N/A
MAINTENANCE BOND AMOUNT	\$ 74,800
INSPECTION FEE DEPOSIT	\$ 45,000

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

18

RESOLUTION NO. 16-537

IN THE MATTER OF APPROVING COOPERATION AGREEMENTS WITH THE CITY OF POWEL FOR RESURFACING LIBERTY ROAD AND THE CITY OF DELAWARE FOR RESURFACING WARRENSBURG ROAD IN CONJUNCTION WITH THE 2016 DELAWARE COUNTY ROAD IMPROVEMENT PROGRAM:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

City of Powell

**COOPERATION AGREEMENT
 BY AND BETWEEN
 THE CITY OF POWELL
 AND
 DELAWARE COUNTY
 FOR RESURFACING OF LIBERTY RD**

This Agreement is made and entered into this 2nd day of June, 2016 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the City of Powell, 47 Hall Street Powell, OH 43065 (the "City"), hereinafter referred to individually as "Party" or collectively as the "Parties".

1 AUTHORITY

1.1 Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

2 PURPOSE

2.1 The City and County desire to make improvements to Liberty Road, County Road Number 9, including resurfacing of the pavement from Seldom Seen Rd to Liberty Township Hall (the "Project").

2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 NOTICES

3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 County:

Robert Riley, PE, PS

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Chief Deputy Engineer
50 Channing Street
Delaware, OH 43015
email: rriley@co.delaware.oh.us

3.1.2 City:

Chris Huber, P.E.
City Engineer
47 Hall St.
Powell, OH 43065
email: CHuber@cityofpowell.us

4 MANAGEMENT OF PROJECT

- 4.1 The County, acting through the County Engineer will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the City Engineer, allowing reasonable opportunity for the City to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

- 5.1 The estimated costs of the project are as follows:

5.1.1	Total Cost of Project:	\$ 430,570.85
5.1.2	County Share:	\$ 365,375.31
5.1.3	City Share:	\$ 65,195.54

- 5.2 The City and County acknowledge that the estimated costs are based on the County Engineer's opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by County Engineer.

6 COST PARTICIPATION

- 6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.
- 6.2 The City shall reimburse the County for all project costs relating to the construction of the Project situated within the City municipal corporation limits.
- 6.3 The County Engineer shall keep an accurate record of the project costs and submit an invoice to the City for the City's share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The City shall pay the invoice within 30 days of receipt of the invoice.

7 PERSONNEL

- 7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

8 EQUIPMENT AND FACILITIES

- 8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

9 RECORDS

- 9.1 The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

- 10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in

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accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.

- 10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

- 11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

12 INSURANCE AND LIABILITY

- 12.1 The Parties are both political subdivisions and lack authority to indemnify.
- 12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

- 13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.5 Severability: If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

City of Delaware

**COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF DELAWARE
AND
DELAWARE COUNTY
FOR RESURFACING OF WARRENSBURG ROAD**

This Agreement is made and entered into this 2nd day of June, 2016 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (the "County"), and the City of Delaware, 1 S. Sandusky Street, Delaware, Ohio 43015 (the "City"), hereinafter referred to individually as "Party" or collectively as the "Parties".

1 AUTHORITY

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- 1.1 Pursuant to section 9.482 of the Revised Code, a political subdivision may enter into an agreement with another political subdivision whereby a contracting political subdivision agrees to exercise any power, perform any function, or render any service for another contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render.

2 PURPOSE

- 2.1 The City and County desire to make improvements to Warrensburg Rd, County Road Number 172, including resurfacing of the pavement from State route 257 to State Route 37 (the "Project").
- 2.2 This Agreement shall establish the terms and conditions whereby the Parties will cooperate to undertake the Project.

3 NOTICES

- 3.1 Notices served under this Agreement shall be made in writing to the representatives of each party listed below:

3.1.1 County:

Robert Riley, PE, PS
Chief Deputy Engineer
50 Channing Street
Delaware, OH 43015
email: rriley@co.delaware.oh.us

3.1.2 City:

Matthew B. Weber, P.E.
Deputy City Engineer
440 East William Street
Delaware, Ohio 43015
email: mweber@delawareohio.net

4 MANAGEMENT OF PROJECT

- 4.1 The County, acting through the County Engineer will design, administer bidding and award of the construction contract and manage the construction of the Project, and shall coordinate the same with the Deputy City Engineer, allowing reasonable opportunity for the City to provide comments and approvals of plans, specifications, and estimates for the Project.

5 ESTIMATED COSTS

- 5.1 The estimated costs of the project are as follows:
- | | | |
|-------|------------------------|---------------|
| 5.1.1 | Total Cost of Project: | \$ 503,013.36 |
| 5.1.2 | County Share: | \$ 458,365.23 |
| 5.1.3 | City Share: | \$ 44,648.33 |
- 5.2 The City and County acknowledge that the estimated costs are based on the County Engineer's opinion of probable construction costs, and that the cost sharing as specified above shall apply to the actual work performed in accordance with the plans and specifications for the Project at the awarded contract unit price, and that the share for any lump sum contract items shall be apportioned pro rata based upon the amount of work performed within the City and County jurisdictions as determined by County Engineer.

6 COST PARTICIPATION

- 6.1 The County shall pay all construction estimates due to the Contractor upon completion of the work, including partial estimates.
- 6.2 The City shall reimburse the County for all project costs relating to the construction of the Project situated within the City municipal corporation limits.
- 6.3 The County Engineer shall keep an accurate record of the project costs and submit an invoice to the City for the City's share of the Project cost at the completion of the work, including any necessary supporting documentation to substantiate the costs.
- 6.4 The City shall pay the invoice within 30 days of receipt of the invoice.

7 PERSONNEL

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7.1 The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor.

8 EQUIPMENT AND FACILITIES

8.1 Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

9 RECORDS

9.1 The Parties agree that each shall maintain public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

10 TERM

10.1 This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until final completion of the Project, unless and until modified, superseded, or terminated in accordance with this Section, or unless one or both of the Parties at any time determines not to proceed with the Project.

10.2 This Agreement may only be amended in writing with the mutual consent and agreement of the Parties.

11 LEGAL CONTINGENCIES

11.1 In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

12 INSURANCE AND LIABILITY

12.1 The Parties are both political subdivisions and lack authority to indemnify.

12.2 Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

13 MISCELLANEOUS TERMS & CONDITIONS

13.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.

13.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.

13.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

13.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

13.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder

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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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

19

RESOLUTION NO. 16-538

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved, that the following permits are hereby approved by The Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U16-083	WOW	Cheshire Road	Directional Bore
U16-084	WOW	Cheshire Road	Aerial Cable
U16-085	WOW	South Old State Road	Directional Bore
U16-086	WOW	South Old State Road	Aerial Cable
U16-087	WOW	Hollenback Road	Aerial Cable
U16-088	WOW	Piatt Road	Aerial Cable
U16-089	Consolidate Electric	Center Village Road	Place poles
U16-090	Columbia Gas	S. Section Line Road	Gas line extension
U16-091	Fibertech	Green Meadows Dr.	Road Bore

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

20

RESOLUTION NO. 16-539

IN THE MATTER OF APPROVING CONTRACTS OF SALE AND PURCHASE, BILLS OF SALE, AND CONTRACTS FOR RIGHT OF ENTRY WITH THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS SOUTH OLD STATE ROAD IMPROVEMENTS:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

Whereas, the County Engineer recommends approval of the contracts of sale and purchase, bills of sale and contracts for right of entry for South Old State Road Improvements as follows.

Now Therefore Be It Resolved that:

Section 1. The Delaware County Board of Commissioners approve the contracts of sale and purchase, bills of sale and contracts for right of entry for South Old State Road Improvements as follows:

CONTRACTS OF SALE AND PURCHASE

Oak Creek Association, Inc.

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

WITNESSETH: On this 2nd day of June, 2016, Oak Creek Association, Inc. an Ohio not for profit corporation whose address is 8672 South Old State Road, Lewis Center, Ohio 43035 hereinafter, the SELLER, in

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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)
Par.67SL1, SL2, S1, S2, T
DEL-CR10-0.90, S. Old State Road Widening

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 Twenty Eight Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$28,885.00) 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. 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.
3. 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.
4. 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.)
5. 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.
6. 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.
7. 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.
8. 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.

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9. 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.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

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17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

WITNESSETH: On this 2nd day of June, 2016, Oak Creek Association, Inc. an Ohio not for profit corporation whose address is 8408 South Old State Road, Lewis Center, Ohio 43035 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)
Par.115 CH, S
DEL-CR10-0.90, S. Old State Road Widening

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

TERMS OF PURCHASE:

18. PURCHASER promises and agrees to pay to the SELLER the total sum of Twenty Thousand Ninety and 00/100 Dollars (\$20,090.00) 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.

1. 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.
2. 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.
3. 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.)
4. 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.
5. 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.

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6. 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.
7. 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.
8. 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.
9. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

10. 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.
11. 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.
12. 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.
13. 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.

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14. 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.
15. 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.
16. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Thomas and Barbara Smith

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

WITNESSETH: On this 2nd day of June, 2016, Thomas R. Smith and Barbara Smith Husband and Wife, whose address is 7959 S. Old State Rd. Lewis Center, Ohio 43035 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)
Par. 150 WD, CH, S
DEL-CR10-0.90, S. Old State Road Widening

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 Fifty Five Thousand One Hundred and Seventy Dollars (\$55,170.00) 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. 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.
3. 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.
4. 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

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CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. 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.
12. 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.

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13. 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.
14. 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.
15. 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.
16. 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Polaris Grand, LLC

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

WITNESSETH: On this 2nd day of June, 2016, Polaris Grand, LLC, an Ohio limited liability company, whose address is 2 Easton Oval, Columbus, OH. 43219 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)
Par. 66 WD, S, CH, T
DEL-CR10-0.90, S. Old State Road Widening

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 Sixty Four Thousand One Hundred Forty Seven and 00/100 Dollars (\$64,147.00) 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. 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.

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3. 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.
4. 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.)
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. 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.
12. 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,

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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.

13. 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.
14. 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.
15. 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.
16. 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

Genuine Parts Company

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

WITNESSETH: On this 2nd day of June, 2016, Genuine Parts Company a Georgia Corporation, whose address is 2999 Circle 75 Parkway Atlanta, GA 30339, 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)
Par. 25 WDV & T
DEL-CR10-0.90, S. Old State Road Widening

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 Thirty Four Thousand Nine Hundred Sixty and 00/100 Dollars (\$34,960.00) 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

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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. 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.
3. 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.
4. 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.)
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

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, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. 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.

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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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

BILLS OF SALE

Oak Creek Association

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LPA RE 69 CC
 Rev. Aug. 2011

C/R/S DEL- CR 10 0.90
 PARCEL 59BS-1
 PID NO 90243

**BILL OF SALE FROM TENANT
 (Structures) and/or Miscellaneous
 Improvements**

This Contract made and entered into this 5th day of July, 2016, by Oak Creek Association, Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding: Situated on Parcel No. 59-T on an area of land fee owned by J. Raymond Miller and Kimberly J. Miller, H & W the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
165 +/- LF 3 Rail Vinyl Fence, \$2,636.00, 6 Medium Spruce Trees @ \$500 Each, \$3,000, 1 Large Spruce Tree, \$1,250, 2 Spruce Saplings, @ \$100 Each, 1 Mature Hardwood Tree, \$1,250

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$8,336.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
 165 LF +/- LF 3 Rail Vinyl Fence, \$2,636.00, 6 Medium Spruce Trees @ \$500 Each \$3,000, 1 Large Spruce Tree, \$1,250, 2 Spruce Saplings, @ \$100 Each, 1 Mature Hardwood Tree, \$1,250 or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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LPA RE 69 CC
Rev. Aug. 2011

C/R/S DEL- CR 10 0.90
PARCEL 63 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 15th day of July, 2016, by Oak Creek Association, Inc., hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 63-T on an area of land fee owned by Mark I. Mann the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
188 LF of 3 Rail Vinyl Fence (\$3,003), 2- Medium Pine Trees (\$1,600)

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$4,603.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
188 LF of 3 Rail Vinyl Fence (\$3,003), 2- Medium Pine Trees (\$1,600) or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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LPA RE 69 CC
Rev. Aug. 2011

C/R/S DEL- CR 10 0.90
PARCEL 68 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of July, 2016, by Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 68-T on an area of land fee owned by Kimberly Selchan the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
43 LF of 3 Rail Vinyl Fence (\$687), 1- Small Tree (\$300)

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$987.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
43 LF of 3 Rail Vinyl Fence (\$687), 1- Small Tree (\$300) or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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 PARCEL 69 BS-1
 PID NO 90243

**BILL OF SALE FROM TENANT
 (Structures) and/or Miscellaneous
 Improvements**

This Contract made and entered into this 15th day of May, 2016, by Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 69-T on an area of land fee owned by William J. Caldwell and Alyce F. Caldwell the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
179 LF of 3 Rail Vinyl Fence (2,860)

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$2,860.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
 179 LF of 3 Rail Vinyl Fence (2,860) or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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C/R/S DEL- CR 10 0.90
 PARCEL 70 BS-1
 PID NO 90243

**BILL OF SALE FROM TENANT
 (Structures) and/or Miscellaneous
 Improvements**

This Contract made and entered into this 5th day of April, 2016, by Oak Creek Association Inc., hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 70BS-1 on an area of land fee owned by Christopher L. Naugle and Mellissa C. Naugle, the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
90 +/- LF 3 Rail Vinyl Fence \$1,438, 99 +/- LF 3 Rail Vinyl Fence \$1,582, 2 Mature Evergreen Trees, \$1,250 Ea., \$2,500, 5 Ornamental Trees, \$500 Ea., \$2,500, 1 Mature Hardwood Tree, \$1,250, 400 SF Landscape Bed and 2 Rocks, \$3,300, 10 +/- Mature Evergreens \$1,250 Ea., \$12,500, 741 SF Lawn @ \$0.10 \$75, 30 +/- LF Stone Edging @ \$20.00 LF, \$600, Lawn, 2,000 SF @ \$0.10 \$200, Total \$25,945

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$ 25,945.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment: 90 +/- LF 3 Rail Vinyl Fence \$1,438, 99 +/- LF 3 Rail Vinyl Fence \$1,582, 2 Mature Evergreen Trees, \$1,250 Ea., \$2,500, 5 Ornamental Trees, \$500 Ea., \$2,500, 1 Mature Hardwood Tree, \$1,250, 400 SF Landscape Bed and 2 Rocks, \$3,300, 10 +/- Mature Evergreens \$1,250 Ea., \$12,500, 741 SF Lawn @ \$0.10 \$75, 30 +/- LF Stone Edging @ \$20.00 LF, \$600, Lawn, 2,000 SF @ \$0.10 \$200, Total \$25,945 or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.

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PARCEL 100 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of May, 2016, by Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No.100-T on an area of land fee owned by Julie A. Krueger and Todd A. Krueger the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
55 LF of 3 Rail Vinyl Fence (\$879) and Decorative Grass (\$25) Total \$904

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$904.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners.
4. It is agreed that the following fixtures and/or equipment:
55 LF of 3 Rail Vinyl Fence (\$879) and Decorative Grass (\$25) Total \$904 or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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PARCEL 111 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of May, 2016, by Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No.111 CH, T on an area of land fee owned by Hong Da Qiu and Ye Chen the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
85 LF of 3 Rail Vinyl Fence (\$1,358), 3- Small Bushes @ \$40 ea (\$120), 1- Small Tree (\$300), 25 LF of Stone Edging (\$300), Misc. Landscaping (\$100) Total \$2,378.00

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$2,378.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment: 85 LF of 3 Rail Vinyl Fence (\$1,358), 3- Small Bushes @ \$40 ea (\$120), 1- Small Tree (\$300), 25 LF of Stone Edging (\$300), Misc. Landscaping (\$100) Total \$2,378.00, or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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Rev. Aug. 2011

C/R/S DEL- CR 10 0.90
PARCEL 112 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of May, 2016, by Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 112-CH on an area of land fee owned by Jordan K. Heissner & Kathryn S. Heissner, husband & wife the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
110 LF of 3 Rail Vinyl Fence (\$1,757), 3- Small Pine Trees (\$900) Total \$2,657.00

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$2,657.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
110 LF of 3 Rail Vinyl Fence (\$1,757), 3- Small Pine Trees (\$900) Total \$2,657.00 or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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PARCEL 113 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of May, 2016, by Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 113 CH on an area of land fee owned by Duval S. Dunn the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
90 LF of 3 Rail Vinyl Fence (\$1,438), 1- Small Tree (\$300) Total \$1,738.00

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$1,738.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment: 90 LF of 3 Rail Vinyl Fence (\$1,438), 1- Small Tree (\$300) Total \$1,738.00 or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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LPA RE 69 CC
Rev. Aug. 2011

C/R/S DEL- CR 10 0.90
PARCEL 123 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of July, 2016, by
Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called
the LPA, and is based on the following understanding:

Situated on Parcel No. 123-T on an area of land fee owned by David Gingerich and Jana G. Gingerich the following
described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the
same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
70 LF of 3 Rail Vinyl Fence (\$1,118) Total \$1,118

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as
follows:

1. The sum \$1,118.00 is the entire amount of money to be paid to Owner for the above-referenced
structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for
a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The
Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has
possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title
passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment
and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession
thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
70 LF of 3 Rail Vinyl Fence Total \$1,118 or other items that are normally considered a part of, and add to the
value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s)
/improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the
structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on
file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to
the nearest public highway or street.

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LPA RE 69 CC
Rev. Aug. 2011

C/R/S DEL- CR 10 0.90
PARCEL 124 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of July, 2016, Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 124-T on an area of land fee owned by Kevin T. MacFarland and Leslie A. MacFarland the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
70 LF of 3 Rail Vinyl Fence (\$1,118), Decorative Grass Plants, (\$50), 4 Medium Trees (\$3,000) Total \$4,168.00

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$4,168.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
70 LF of 3 Rail Vinyl Fence (\$788), Decorative Grass Plants, (\$50), 4 Medium Trees (\$3,000) Total \$4,168 or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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C/R/S DEL- CR 10 0.90
PARCEL 125 BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of July, 2016, by
Oak Creek Association Inc. hereinafter called Owner and the Delaware County Commissioners, hereinafter called
the LPA, and is based on the following understanding:

Situated on Parcel No. 125-T on an area of land fee owned by Thomas D. and Julie A. Lather the following described
structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if
attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
95 LF of 3 Rail Vinyl Fence (\$1,518), 5 Medium Trees @ \$750 ea (\$3,750) Total \$5,268

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as
follows:

1. The sum \$5,268.00 is the entire amount of money to be paid to Owner for the above-referenced
structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for
a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The
Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has
possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title
passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment
and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession
thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
95 LF of 3 Rail Vinyl Fence (\$1,518), 5 Medium Trees @ \$750 ea (\$3,750) Total \$5,268 or other items that are
normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s)
/improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the
structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on
file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to
the nearest public highway or street.

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LPA RE 69 CC
Rev. Aug. 2011

C/R/S DEL- CR 10 0.90
PARCEL 58BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 5th day of May, 20 16, by Oak Creek Association, Inc., hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 58CH on an area of land fee owned by Christopher Kopena the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
6 LF of 3 Rail Vinyl Fence (\$95), 2- Small Pine Trees (\$600)

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$695.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners
4. It is agreed that the following fixtures and/or equipment:
6 LF of 3 Rail vinyl Fence (\$95), 2- Small Pine Trees (\$600) or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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LPA RE 69 CC
Rev. Aug. 2011

C/R/S DEL CR10-0.90
PARCEL 26BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 2nd day of April, 2016 by Wynstone Subdivision Homeowners' Association, Inc., hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 26BS-1, on an area of land fee owned by Linh V. Truong and Tuyetnhung Nguyen Truong, Husband and Wife the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
800 SF Landscape Bed, 1 Small Light, 1 Large Light, and 40 +/- LF Stone edging

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$7,880.00, is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s).
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners.
4. It is agreed that the following fixtures and/or equipment:
800 SF Landscape Bed, 1 Small Light, 1 Large Light, and 40 +/- LF Stone edging or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.
5. The Owner of said structure(s)/improvement(s) shall assign all rights of access to the structure(s) /improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to removed the structure(s)/improvement(s) in accordance with plans on file and/or for the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

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LPA RE 69 CC
Rev. Aug. 2011

C/R/S DEL CR10-0.90
PARCEL 33BS-1
PID NO 90243

**BILL OF SALE FROM TENANT
(Structures) and/or Miscellaneous
Improvements**

This Contract made and entered into this 21st day of April, 2016 by Wynstone Subdivision Homeowners' Association, Inc., hereinafter called Owner and the Delaware County Commissioners, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No. 33BS-1, on an area of land fee owned by Steve Congrove and Rhonda L. Congrove Husband and Wife the following described structure(s)/improvement(s) for the purpose of this Agreement shall be considered to be real property, the same as if attached to the land.

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
95 +/-LF 3 Board Vinyl Fencing, 2 Medium Spruce, 5 Large Evergreens, 1 Medium Spruce, 250 +/- Landscape Bed, 1,275 SF Lawn, 36 LF stone Edging, 4 Sprinkler Heads and Control box, 50 +/- LF Irrigation Line, 650 +/- SF Landscape Bed, 3 Small Lights, 1 Large Light, 60 +/- Stone Edging, Stone Column with Stone Cap and Insert

It is mutually agreed and understood by and between the Owner of said structure(s)/improvement(s) and the LPA as follows:

1. The sum \$22,414.00 is the entire amount of money to be paid to Owner for the above-referenced structure(s)/improvement(s). 95 +/-LF 3 Board Vinyl Fencing, 2 Medium Spruce, 5 Large Evergreens, 1 Medium Spruce, 250 +/- Landscape Bed, 1,275 SF Lawn, 36 LF stone Edging, 4 Sprinkler Heads and Control box, 50 +/- LF Irrigation Line, 650 +/- SF Landscape Bed, 3 Small Lights, 1 Large Light, 60 +/- Stone Edging, Stone Column with Stone Cap and Insert
2. The Owner of said structure(s)/improvement(s) is to remain in possession of the structure(s) /improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s) /improvement(s) so long as he has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner will remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, its employees or assigns at the closing or as directed by the Delaware County Commissioners.
4. It is agreed that the following fixtures and/or equipment:
95 +/-LF 3 Board Vinyl Fencing, 2 Medium Spruce, 5 Large Evergreens, 1 Medium Spruce, 250 +/- Landscape Bed, 1,275 SF Lawn, 36 LF stone Edging, 4 Sprinkler Heads and Control box, 50 +/- LF Irrigation Line, 650 +/- SF Landscape Bed, 3 Small Lights, 1 Large Light, 60 +/- Stone Edging, Stone Column with Stone Cap and Insert or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered by the owner, intact.

CONTRACTS FOR RIGHT OF ENTRY

Polaris Grand

**CONTRACT FOR RIGHT OF ENTRY
PARCEL(S): 66WD, CH, S, T
DEL CR10 0.90**

This Agreement is by and between the Delaware County Commissioners and Polaris Grand, LLC ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$1.00 which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

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2. Rights of Possession and Use

On and after May 20, 2016, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto. Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners's receipt from Seller of a written notice to commence an action to appropriate.

(E) The Parties agree that the hereinabove mentioned \$32,059.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$32,059.00 shall be credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$32,059.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

8. Multiple Originals

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This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

Thomas and Barbara Smith

ODOT LPA RE 843
Rev. 03/2013

ROE
LPA

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 150 WD, CH, S
DEL CR10 0.90

This Agreement is by and between the Delaware County Commissioners and Thomas R. Smith and Barbara Smith, Husband and Wife ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$1.00, which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after 2016.05.06, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have

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exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto.

Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners receipt from Seller of a written notice to commence an action to appropriate.

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(E) The Parties agree that the hereinabove mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$1.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

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6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

IN WITNESS WHEREOF, the parties hereto, namely Delaware County Commissioners and have executed this Agreement on the date(s) indicated immediately below their respective signatures.

Sailendra Patel

**CONTRACT FOR RIGHT OF ENTRY
PARCEL(S): 126WD, CH, S
DEL CR10 0.90**

This Agreement is by and between the Delaware County Commissioners and Sailendra Patel, Unmarried [“Seller”; “Seller” includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$32,059.00, which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in

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Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after May 12, 2016, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto. Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners receipt from Seller of a written notice to commence an action to appropriate.

(E) The Parties agree that the hereinabove mentioned \$32,059.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$32,059.00 shall be credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$32,059.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

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8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

Villages of Oak Creek Homeowners' Association**CONTRACT FOR RIGHT OF ENTRY**

PARCEL(S): 151 CH,S,T

DEL CR10 0.90

This Agreement is by and between the Delaware County Commissioners and the Villages of Oak Creek Homeowners' Association, Inc., ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$28,375.00, which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after May 10, 2016, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto. Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners receipt from Seller of a written notice to commence an action to appropriate.

(E) The Parties agree that the hereinabove mentioned \$32,059.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$32,059.00 shall be

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credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$32,059.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

IN WITNESS WHEREOF, the parties hereto, namely Delaware County Commissioners and Sailendra Patel, Unmarried have executed this Agreement on the date(s) indicated immediately below their respective signatures.

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 159 CH, T
DEL CR10 0.90

This Agreement is by and between the Delaware County Commissioners and the Villages of Oak Creek Homeowners' Association, Inc., ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$7,505.00, which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after May 10, 2016, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto. Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

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3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners receipt from Seller of a written notice to commence an action to appropriate.

(E) The Parties agree that the hereinabove mentioned \$32,059.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$32,059.00 shall be credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$32,059.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

IN WITNESS WHEREOF, the parties hereto, namely Delaware County Commissioners and Sailendra Patel,

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Unmarried have executed this Agreement on the date(s) indicated immediately below their respective signatures.

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 164 WD, T
DEL CR10 0.90

This Agreement is by and between the Delaware County Commissioners and the Villages of Oak Creek Homeowners' Association, Inc., ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$99,990.00, which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after May 10, 2016, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto. Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners receipt from Seller of a written notice to commence an action to appropriate.

(E) The Parties agree that the hereinabove mentioned \$32,059.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$32,059.00 shall be credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$32,059.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of

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- (iii) the fair market value of the property.
if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

IN WITNESS WHEREOF, the parties hereto, namely Delaware County Commissioners and Sailendra Patel, Unmarried have executed this Agreement on the date(s) indicated immediately below their respective signatures.

CONTRACT FOR RIGHT OF ENTRY
PARCEL(S): 171 CH, S1, S2, T1, T2
DEL CR10 0.90

This Agreement is by and between the Delaware County Commissioners and the Villages of Oak Creek Homeowners' Association, Inc., ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$49,618.00, which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after May 10, 2016, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto. Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

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(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners receipt from Seller of a written notice to commence an action to appropriate.

(E) The Parties agree that the hereinabove mentioned \$32,059.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$32,059.00 shall be credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$32,059.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

IN WITNESS WHEREOF, the parties hereto, namely Delaware County Commissioners and Sailendra Patel, Unmarried have executed this Agreement on the date(s) indicated immediately below their respective signatures.

David and Juli Shively

**CONTRACT FOR RIGHT OF ENTRY
PARCEL(S): 166WD, CH, T
DEL CR10 - 0.90**

This Agreement is by and between the Delaware County Commissioners and David A. Shivley and Juli Shively, Husband and Wife ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Delaware County Commissioners and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties hereto do hereby contract as follows:

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1. Price and Consideration

Delaware County Commissioners shall pay to Seller the sum of \$1.00, which sum shall constitute the entire amount of compensation due Seller for granting to Delaware County Commissioners the rights, interests and privileges hereinafter described immediately below in Section 2 Rights of Possession and Use.

Except as otherwise specified in this Agreement, in no event shall Seller be entitled to receive from Delaware County Commissioners any interest, rent or other compensation of any kind whatsoever for the period of time during which Delaware County Commissioners occupies, possesses and uses the real property described in Exhibit A attached hereto and by this reference incorporated herein.

2. Rights of Possession and Use

On and after May 12, 2016, Delaware County Commissioners, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of Delaware County Commissioners shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing thereon a highway or a facility incidental thereto. Upon payment of the aforementioned sum to Seller, Delaware County Commissioners shall have the right to physical possession of any and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

The foregoing rights of possession shall be subject to the terms and conditions set forth in Exhibit B attached hereto and by this reference incorporated herein.

3. Seller's Covenant of Title

Seller hereby covenants with Delaware County Commissioners that Seller is either (a) the true and lawful Seller of the fee simple in and of the real property described in Exhibit A or (b) the true and lawful Seller of all those rights, titles and interests required by law to occupy, use and enjoy the real property described in Exhibit A. Seller covenants further that Seller is the true Seller of any property described in Exhibit B; and that Seller has the right and full power to grant to Delaware County Commissioners the rights, interests and privileges described above in Section 2 Rights of Possession and Use.

4. Terms and Conditions Relevant to Appropriation of Seller's Property

(A) One of the express purposes of this Agreement is to allow Delaware County Commissioners to enter upon, occupy and have exclusive possession of the real Property described in Exhibit A for the purposes of constructing thereon a highway or facility incidental thereto, while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(B) Seller shall notify Delaware County Commissioners of any prospective transfer of any of Seller's rights, titles or interests in the property. Seller shall provide to Delaware County Commissioners such notification in writing not less than 14 days prior to the date on which the prospective transfer is to be closed or otherwise consummated; provided, however, if the prospective transfer will be closed or otherwise consummated less than 14 days after Seller agrees to such prospective transfer, then Seller shall provide to Delaware County Commissioners such notification in writing immediately.

(C) Seller acknowledges that Delaware County Commissioners has the right to commence an action to appropriate the property described in Exhibits A and B at any time it appears to the Delaware County Commissioners that further negotiations with Seller are not warranted.

(D) Delaware County Commissioners agrees to commence promptly an action to appropriate the property described in Exhibits A and B upon Delaware County Commissioners's receipt from Seller of a written notice to commence an action to appropriate.

(E) The Parties agree that the hereinabove mentioned \$32,059.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibits A and B, and the conveyance and transfer thereof by Seller to Delaware County Commissioners.

(F) The Parties agree that if Delaware County Commissioners acquires the property described in Exhibits A and B by way of an action to appropriate the same, then the abovementioned \$32,059.00 shall be credited to and applied against any amount awarded to Seller in such appropriation action. Provided, however, if the abovementioned \$32,059.00 is greater than the amount awarded to Seller in such appropriation action, then Seller expressly agrees to refund promptly the difference to Delaware County Commissioners.

(G) Seller acknowledges that Delaware County Commissioners has explained to Seller that no Seller of property can be required to surrender possession of the same to Delaware County Commissioners prior to:

- (i) the payment of the total, agreed upon purchase price by Delaware County Commissioners; or
- (ii) the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property, for the benefit of the Seller thereof, of an amount equal to not less than Delaware County Commissioners approved appraisal of the fair market value of the property.
- (iii) if the deposit described immediately above in paragraph 4(G)(ii) is not made, then upon the deposit by Delaware County Commissioners with the court having jurisdiction over an action to appropriate property for the benefit of the Seller thereof, of an amount equal to the amount assessed by the trier of fact (i.e., the court or a jury) and awarded to the Seller upon a trial of such action.

5. Seller's Waiver of Right to Refuse Possession

Notwithstanding the rights to described above in paragraphs 4(G)(i) and (ii), Seller hereby expressly waives the right to refuse to permit Delaware County Commissioners to occupy, possess and use the property described in Exhibits A and B.

6. Preservation of All Other Rights

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Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A and Exhibit B are preserved and retained by Seller.

7. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Delaware County Commissioners and Seller and their respective heirs, executors, administrators, successors and assigns.

8. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

9. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either Delaware County Commissioners or Seller.

10. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Delaware County Commissioners and Seller.

Section 2. The Board approves Purchase Orders and Vouchers for the above contracts.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

21

RESOLUTION NO. 16-540

9:45AM PUBLIC HEARING FOR CONSIDERATION OF ESTABLISHING A NEW ROAD FROM CHESHIRE ROAD TO BERLIN STATION ROAD:

It was moved by Mr. Merrell, seconded by Mr. Benton to open the hearing at 10:10 AM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

21 Continued

RESOLUTION NO. 16-541

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Merrell, seconded by Mr. Benton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

21 Continued

RESOLUTION NO. 16-542

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF ESTABLISHING A NEW ROAD FROM CHESHIRE ROAD TO BERLIN STATION ROAD:

It was moved by Mr. Benton, seconded by Mr. Merrell to close the Hearing at 10:24 AM.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

21 Continued

RESOLUTION NO. 16-543

IN THE MATTER OF PROCEEDING WITH ESTABLISHMENT OF A NEW ROAD FROM CHESHIRE ROAD TO BERLIN STATION ROAD:

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, on April 25, 2016, the Delaware County Board of Commissioners (the "Board") adopted Resolution No. 16-383, declaring the necessity to establish a new road from Cheshire Road To Berlin Station Road; and

WHEREAS, the Board viewed the proposed improvement on **Thursday May 26, 2016** in the vicinity of Cheshire Elementary School, 2681 Gregory Road, Delaware, Ohio 43015; and

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WHEREAS, the Board held a Public Hearing on the improvement on **Thursday June 2, 2016** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio, notice of the viewing and hearing occurred by publication in the Delaware Gazette once a week for two consecutive weeks; and

WHEREAS, the Delaware County Engineer has provided a written report, with recommendations, regarding the road to be established;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

Section 1. The Board hereby determines that the road establishment will serve the public convenience and welfare.

The road establishment is described as follows:

an extension of Piatt Road (Township Road 99) extending from the current terminus at Cheshire Road (County Road 72) in a northerly direction for approximately 1.11 miles to a point in Berlin Station Road in the northeastern corner of the School Site

Section 2. The Board hereby declares that an extension of Piatt Road (Township Road 99) extending from the current terminus at Cheshire Road (County Road 72) in a northerly direction for approximately 1.11 miles to a point in Berlin Station Road in the northeastern corner of the School Site, as described in Section 1 of this Resolution, be established. The establishment is of sufficient importance to the public to cause the compensation and damages on account thereof to be paid to the persons entitled thereto out of the county treasury.

Section 3. The Board hereby directs the Clerk of the Board to file a certified copy of this Resolution, including the Engineer’s report, with the Board of Trustees of Berlin Township, the Delaware County Auditor, the Delaware County Recorder, and the Delaware County Engineer.

Section 4. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

**22
RESOLUTION NO. 16-544**

**IN THE MATTER OF CHANGING THE DATE FOR THE MONDAY JUNE 6, 2016
COMMISSIONERS SESSION TO TUESDAY JUNE 7, 2016 AT 9:30AM:**

It was moved by Mr. Merrell, seconded by Mr. Benton to change the date for the Monday June 6th, 2016 to Tuesday June 7th, 2016.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

**OTHER BUSINESS
FOR CONSIDERATION ON JUNE 2, 2016**

RESOLUTION NO. 16-545

**IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO
REQUEST PROPOSALS OR SOLICIT BIDS FOR BILLING SERVICES FOR EMERGENCY
MEDICAL SERVICES:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, pursuant to section 305.30 of the Revised Code, the Delaware County Board of Commissioners (the “Board”) may delegate specific authority to the County Administrator for performing additional duties as the Board may determine by resolution; and

WHEREAS, the Board desires to proceed with requesting proposals or soliciting bids from qualified firms to provide billing services for emergency medical services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. The Board hereby directs the County Administrator to consult with the Prosecuting Attorney and Chief of Emergency Medical Services to develop a request for proposals or invitation to bid for billing services for

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emergency medical services.

Section 2. The Board hereby authorizes the County Administrator to approve the final form of the request for proposals or invitation to bid, including the any required legal notice, and to publish and distribute the same on behalf of the Board.

Section 3. The County Administrator shall establish a committee of not fewer than three individuals to assess any responses received and make a recommendation to the Board for award of a contract.

Section 4. This Resolution shall take effect immediately upon adoption.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

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ADMINISTRATOR REPORTS

Ferzan Ahmed, County Administrator

- Met with the Fair Manager about the transfer of property. Their board will meet to approve moving forward with the transfer then we can get started on the paperwork.
- Had a meeting with Lend Lease about the progress of the new judicial building. The structure is now out of the ground
- Will be meeting with Engineer Bauserman and ODOT’s deputy director about the status of the Big Walnut interchange

24

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell

- Received an email from Chip Thomson wanted to update the commissioners on the bed tax improvements

Commissioner Benton

- The Memorial Tournament starts today
- Commissioner Lewis gave a great speech at the Veteran’s Plaza dedication on Monday
- Attended Regional Planning last week
- Will be attending the Farm Bureau breakfast tomorrow
- Moody Investment gave their credit rating for the Regional Sewer District bonds. They stand at AA++. Expect that to improve once the Master Plan is finished
- Congrats, again, to Bob Lamb on his 40 under 40 award

Commissioner Lewis

- Attended the Veteran’s Memorial Plaza dedication. Everyone should visit the Plaza. It is located outside the YMCA and National Guard Armory on Houk Road. A thank you to Joe DiGenova, Steve Cuckler and Carolyn Riggle for their help and support.

25

RESOLUTION NO. 16-546

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES; FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Benton, seconded by Mr. Benton to adjourn into Executive Session at 10:38 AM.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

RESOLUTION NO. 16-547

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn out of Executive Session at 12:45 PM.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

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Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners