

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 3, 2016**

The Follow proposed resolution was tabled until Thursday October 6, 2016

6

RESOLUTION NO. 16-991

IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND TITLE FIRST AGENCY, INC. FOR TITLE SERVICES FOR THE AGRICULTURAL EASEMENT PURCHASE PROGRAM:

It was moved by _____, seconded by _____ to approve the following:

AGREEMENT FOR TITLE SERVICES

*This Agreement is made and entered into on this 29th day of September 2016 by and between the **Delaware County Board of Commissioners**, 101 North Sandusky Street, Delaware, Ohio 43015, ("**Commissioners**"), and **Title First Agency, Inc.**, 999 Polaris Parkway, Suite 101, Columbus, Ohio 43240 ("**Contractor**"), the **Ohio Department of Agriculture**, 8995 East Main Street, Reynoldsburg, Ohio 43068 ("**ODA**") shall be considered a third party beneficiary of this agreement who hereby agree as follows:*

WHEREAS, the Commissioners desire to engage Contractor to perform title search, commitment, escrow and closing services; and

WHEREAS, Ohio Revised Code Section 901.21 empowers the Ohio Department of Agriculture (ODA) in Cooperative Agreement with the Commissioners to acquire agricultural easements and to do all things necessary to retain land acquired thereby predominantly in agricultural use; and

WHEREAS, the Commissioners and ODA are proposing to purchase agricultural easements using funds from the Clean Ohio Agricultural Easement Purchase Program; and

WHEREAS, the Commissioners are required by Cooperative Agreement and deems it necessary to conduct a title search, obtain title insurance and secure an escrow agent for closing for such purposes; and

WHEREAS, Contractor desires to perform such services for the Commissioners in accordance with the terms and conditions prescribed by the Commissioners;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I: NATURE OF CONTRACT

1.1 Contractor shall be employed as an independent contractor, to fulfill the terms of this Agreement. It is specifically understood that the nature of the services to be rendered under this Agreement are of such a nature that the Commissioners are the sole judge of the adequacy of such services.

1.2 The Commissioners enter into this Agreement in reliance upon Contractor's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.

1.3 Contractor shall perform the services to be rendered under this Agreement and the Commissioners shall not hire, supervise, or pay any assistants to Contractor in its performance under this Agreement. The Commissioners shall not be required to provide any training to Contractor to enable it to perform services required hereunder.

1.4 The Commissioners may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement.

ARTICLE II. SCOPE OF WORK

2.1 The Contractor shall perform the services set forth in Exhibit A, Scope of Work, for the property described in Exhibit B, both attached hereto and incorporated by reference as if fully rewritten herein.

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2.2 The closing shall occur within ten (10) business days ("Closing Date") after the Commissioners via the Delaware Soil and Water Conservation District ("District") and ODA forwards the Escrow Agreement with Purchase Payment to Escrow Agent.

2.3 The Commissioners may, from time to time as it deems appropriate, communicate specific instructions and requests to the Contractor concerning the performance of the work described in this contract. Upon such notice, the Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Commissioners. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the work described in this contract. The Contractor shall retain responsibility for the management of the work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. The Commissioners retains the right to ensure that the work of the Contractor is in conformity with the terms and conditions of the Agreement. Contractor is to accept direction from the District and ODA in the performance of work contained in this Agreement and set forth in Exhibit A, unless explicitly stated otherwise in writing by the Commissioners.

ARTICLE III. TIME OF PERFORMANCE.

3.1 The services as stated in Exhibit A, Scope of Work, shall be commenced on the date this agreement is entered into and concluded on or before the due date set forth in Exhibit B, excluding the recording of the easement. The recording of the easement shall occur on or before December 31, 2017.

3.2 This Agreement shall remain in effect until the work described in Exhibit A, Scope of Work, is completed to the satisfaction of the Commissioners and until Contractor is paid in accordance with Article IV, Compensation, or until terminated as provided in Article VI, Termination of Contractor's Services, whichever is sooner.

3.3 It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code ("R.C.") 3517.13, R.C. 127.16, or R.C. Chapter 102.

ARTICLE IV. COMPENSATION.

4.1 Initial title examination fees shall be paid, upon completion of the initial services by the Landowners who the District issued Notices of Selection to proceed to Phase 3, in accordance with the Ohio Administrative Code (OAC) 901-2-06 in Exhibit C. The Contractor shall be paid for services rendered as outlined in Exhibit B. Contractor shall be paid at the closing out of the proceeds to be deducted from the ODA's purchase funds.

4.2 The total amount due was computed according to the cost schedule set forth in Exhibit B.

4.3 Contractor shall not be reimbursed for travel, lodging or any other expenses incurred in the performance of this Agreement.

4.4 Contractor shall submit an invoice for the services performed at least thirty (30) days prior to closing consistent with this Article IV, Compensation. The invoice shall contain a description of the services performed and the sum due at that time pursuant to this Agreement.

4.5 Payment for Contractor services shall be made after all documents are recorded as required by the closing of the agricultural easement.

4.6 If, after costs are incurred for services, Landowners become ineligible for any reason or withdraws from receiving funding, Landowners shall be held completely responsible and shall reimburse the Commissioners or Contractor for all such costs in Exhibit B.

4.7 All additional attorney fees accrued from additional services required to secure a title commitment shall be paid by the landowner under separate agreement, and under no circumstances shall the Commissioners be required to pay the cost, expense, or fees incurred for any services performed by Contractor by, through, or in connection with this Agreement.

ARTICLE V: CERTIFICATION OF FUNDS

5.1 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the

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Controlling Board of the State of Ohio, and the Commissioners shall receive written notice that such funds have been made available to the Commissioners by the Clean Ohio Agricultural Easement Purchase Program funding source.

ARTICLE VI: TERMINATION OF CONTRACTOR'S SERVICES

6.1 *The Commissioners may, at any time prior to the completion of services by the Contractor under this Agreement, suspend or terminate this Agreement with or without cause by giving written notice to the Contractor.*

6.2 *Upon notice of suspension or termination, Contractor shall cease all work on the suspended or terminated activities under this Agreement, suspend or terminate all subcontracts relating to the suspended or terminated activities, take all necessary steps to limit disbursements and minimize costs, and if requested by the Commissioners, furnish a report, as of the date of receipt of notice of suspension or termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters the Commissioners require.*

6.3 *Contractor shall be paid for services rendered up to the date the Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payments with detailed factual data containing services performed and hours worked. In the event of suspension or termination, any payments made by the Commissioners for which Contractor has not rendered services shall be refunded.*

6.4 *In the event this Agreement is terminated prior to its completion, Contractor, upon payment as specified, shall deliver to Commissioners all work products and documents which have been prepared by Contractor in the course of providing services under this Agreement. All such materials shall become and remain the property of the Commissioners, to be used in such manner and for such purpose as the Commissioners may choose.*

6.5 *Contractor agrees to waive any right to, and shall make no claim for, additional compensation against the Commissioners by reason of such suspension or termination.*

6.6 *Contractor may terminate this Agreement upon thirty (30) days prior written notice provided to the Commissioners.*

ARTICLE VII: RELATIONSHIP OF PARTIES

7.1 *The Commissioners and Contractor agree that Contractor shall be engaged by the Commissioners solely on an independent contractor basis, and Contractor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Contractor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.*

7.2 *While Contractor shall be required to render services described hereunder for the Commissioners during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder as an independent contractor, that the Commissioners shall have or may exercise any right of control over Contractor with regard to the manner or method of Contractor's performance of services hereunder,*

7.3 *Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.*

7.4 *It is fully understood and agreed that the Contractor is an independent contractor and is not an agent, servant or employee of the Commissioners or the State of Ohio.*

ARTICLE VIII: RECORD KEEPING

8.1 *During the performance of the services required by this Agreement and for a period of three years after its completion, the Contractor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Commissioners as the Commissioners may reasonably require.*

ARTICLE IX: RELATED AGREEMENTS

9.1 *The work contemplated in this Agreement is to be performed by Contractor, who may subcontract without the Commissioner's approval for the purchase of articles, supplies, components, or special mechanical*

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services that do not involve the type of work or services described in Exhibit A, Scope of Work, but which are required for its satisfactory completion. Contractor shall not enter into other subcontracts related to the work described in this Agreement without prior written approval by the Commissioners. All work subcontracted shall be at Contractor's expense.

9.2 Contractor shall bind its subcontractors to the terms of this Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision which seeks to bind the Commissioners to terms inconsistent with, or at variance from, this Agreement.

9.3 Contractor warrants that it has not entered into, nor shall it enter into, other agreements, without prior written approval of the Commissioners, to perform substantially identical work for the State of Ohio such that the product contemplated hereunder duplicates the work called for by the other agreements.

9.4 Contractor shall furnish to the Commissioners a list of all subcontractors, their addresses, tax identification numbers, and the dollar amount of each subcontract.

ARTICLE X: CONFLICTS OF INTEREST AND OFFSHORE LABOR PROHIBITION

10.1 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

10.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Commissioners in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Commissioners shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

10.3 The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement. Contractor shall perform no services required under this Agreement outside the United States and agrees to immediately notify the Commissioners of any Change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside the United States.

10.4 By signing this Agreement, Contractor certifies that it is in, and will remain in, compliance with Executive Order 2011-12K and will not assign or subcontract the work under this Agreement to an entity outside the United States. Contractor has completed and signed the Affirmation and Disclosure Form found in Exhibit D and will return it to the Commissioners along with this Agreement.

ARTICLE XI: NONDISCRIMINATION OF EMPLOYMENT

Pursuant to R.C. 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, religion, sex, age, national origin, sexual orientation, military status, ancestry, or disability against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.

11.2 Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, 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, national origin, sexual orientation, military status, ancestry, or disability.

11.3 Contractor represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Commissioners of Administrative Services.

ARTICLE XII: RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

12.1 The Commissioners shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Commissioners shall be subject to copyright by Contractor in the United States or any other country.

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12.2 Contractor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Commissioners. Any requests received by Contractor should be referred to the Commissioners.

ARTICLE XIII: CONFIDENTIALITY

13.1 Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Commissioners.

13.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Contractor in the event of cancellation.

ARTICLE XIV: LIABILITY

14.1 Contractor agrees to indemnify and to hold the Commissioners and the State of Ohio harmless and immune from any and all claims for injury or damages arising from this Agreement which are attributable to Contractor's own actions or omissions or those of its trustees, officers, employees, subcontractors, suppliers, third parties utilized by Contractor, or joint venturers while acting under this Agreement. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.

14.2 Contractor shall bear all costs associated with defending the Commissioners and the State of Ohio against any claims as outlined in paragraph 14.1.

14.3 In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XV: COMPLIANCE WITH LAWS

15.1 Contractor, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

15.2 Contractor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the contract period Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Commissioners in writing and will immediately cease performance of contract activities.

ARTICLE XVI: DRUG FREE WORKPLACE

16.1 Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way when they are engaged in the work being performed hereunder.

ARTICLE XVII: CAMPAIGN CONTRIBUTIONS

17.1 Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in R.C. 3517.13.

ARTICLE XVIII: ENTIRE AGREEMENT/WAIVER

18.1 This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

18.2 This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

18.3 A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XIX: NOTICES

19.1 All notices, consents, requests and other communications hereunder shall be in writing and shall be deemed to be given upon receipt thereof, and shall be sent to the addresses set forth hereunder or to such other address as the

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other party hereto may designate by written notice transmitted in accordance with this provision.

1. In case of the Commissioners to:
2. In case of the Contractor, to:

ARTICLE XX: HEADINGS

20.1 The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

ARTICLE XXI: SEVERABILITY

21.1 The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

ARTICLE XXII: CONTROLLING LAW

22.1 This Agreement and the rights of the parties hereto shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Contractor agrees that only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performances thereunder.

ARTICLE XXIII: SUCCESSORS AND ASSIGNS

23.1 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Contractor, without the prior written consent of the Commissioners.

ARTICLE XXIV: FINDINGS FOR RECOVERY

24.1 Contractor warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If this warranty is found to be false, this Agreement is void ab initio and the Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXV: DEBARMENT

25.1 Contractor represents and warrants that it is not debarred from consideration for contract awards by the Director of the Commissioners of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Contractor shall immediately repay to the Commissioners any funds paid under this Agreement.

ARTICLE XXVI: EXECUTION

27.1 This Agreement is not binding upon the Commissioners unless executed in full.

ARTICLE XXVII: ANTITRUST ASSIGNMENT

28.1 Contractor agrees to assign to the Commissioners all State and Federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

ARTICLE XXVIII: CONFLICT

29.1 In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

**Exhibit A
SCOPE OF WORK**

A. Title Search. The Contractor, under the direction and to the satisfaction of the Commissioners, shall search the public records concerning the titles to the parcels of such real estate as delineated in the Agricultural Easement Parcel Number List attached hereto as Exhibit B and incorporated herein by reference. The Contractor shall submit a written report, in a form acceptable to the Commissioners, as to each parcel, each of which shall include the factual information enumerated below, to the extent that such information can be ascertained from a search of the public records relating to the title of said real estate. The search shall cover a period sufficient to satisfy the State that all matters presently affecting the title have been found, but in no

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event for a period less than ninety (90) years with legible copies of the source documents. The search shall be documented in a Commitment for Title Insurance, which should include at a minimum the following:

1. The name, address, and marital status of record holder or holders of title.
2. The name, address of spouse, if any, a record holder or holders of title.
3. List of the combined actual total acreage for the entire interest in land being acquired in the Easement.
4. The names, and if it appears of record, the address, of the owners of any encumbrances upon or interest in the real estate. such as mortgages, land contract, leases, easements, rights-of-way, mineral rights or reservations, together with the recording references and dates thereof.
5. Unsatisfied executions and lien judgments, foreign or domestic, or pending suits of record in the courts of records and on file in the Sheriff's Office and the Clerk of Court's office of said county, which may affect the title to the real estate examination.
6. Any other tax liens, mechanics liens, recognizance liens, unemployment compensation liens, workers compensation liens or any other infirmity, encumbrances, liens, or cloud on title disclosed by the public records of the County where the real estate is located.
7. The tax duplicate description, auditor's parcel number, current agricultural recoupment or use valuation, if applicable, and current tax valuation, including statement of taxes, assessment liens, penalties, and interest which have not been paid and are a lien.
8. The gross acres of all parcels, minus highway rights-of-way and all other exclusions or transfers, in order to provide a net acreage of all parcels for the agricultural easement.
9. Attach a complete copy of recorded deed of the land or parcels of land which make up an owner's property which are used as a unit of land acquired for the Commissioners and the Ohio Department of Agriculture's (ODA) purposes, together with the recording reference and dates thereof, and a statement of the total acreage to be acquired by the agricultural easement.

B. Title Insurance Commitment

1. Contractor shall provide a title insurance commitment naming the Ohio Department of Agriculture as an insured party.

C. Escrow Services

1. Contractor shall provide escrow services and shall serve as escrow agent at closing specified by The Commissioners and the Ohio Department of Agriculture for the purchase of the agricultural easement.

2. Costs incurred for title services will be reimbursed to the Commissioners and ODA through the title insurance company, as escrow agent, at closing by the respective landowner noted in Exhibit B as documented in the ODA approved settlement statement (HUD- I).

D. Closing

1. Contractor shall provide recording services surrounding the agricultural easement acquisition in the most cost effective manner on behalf of the Commissioners and ODA subject to the pre-approval of the Commissioners and ODA.
2. Unless otherwise agreed to in advance by the Commissioners and ODA, Contractor shall schedule and conduct a "roundtable" closing for the agricultural easement at a mutually convenient place and time for all necessary parties.
3. The title agent will collect all required signatures for necessary documents and record the easement and any other necessary documents, in addition to any other items outlined in the Closing Letter.
4. The Commissioners and ODA shall tender a lump sum payment to title insurance company, as escrow agent, for distribution to the landowner and/or landowner's assignee(s) in the proportions directed by the landowner.

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5. All recorded original documents as requested in the Closing Letter must be returned to the Commissioners and ODA as soon as possible.
6. Secure a policy of title insurance if the federal government is involved on A.L.T.A U.S. Policy Form 1991 for an amount specified by the Commissioners and ODA or an A.L.T.A. U.S. Policy Form 2006 to the local sponsor when requested.
7. Secure an Owners Policy of title insurance for ODA

Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: Gary L. Newhouse and Sharon N. Wade

Property Location: 1335 Ostrander Road Ostrander, Ohio 43061

County: Delaware

Township: Scioto

Parcel Number:	Acres:
20040004020000	82.34

Title Search:	300.00
Title Insurance Commitment: Title	50.00
Insurance Premium:	649.75
Settlement Fee:	250.00

TOTAL: \$1,249.75

Plus additional Costs as needed:

Title Update and Recording:	75.00/update
Copy Costs:	2.00/pg
Courier Fee:	25.00

Title Search Due Date: TBD

Exhibit B

This property to be covered by easement in the Ohio Agricultural Easement Purchase Program is inclusive of the following parcels:

Owner: James G. Sherman and Susan L. Sherman

Property Location: 9436 Moody Road Centerburg, Ohio 43011

County: Delaware

Township: Porter

Parcel Number:	Acres:
51610001022000	85.26
51610001017000	78.70
51610001018000	13.44

Title Search:	300.00
Title Insurance Commitment: Title	50.00
Insurance Premium:	1168.50
Settlement Fee:	250.00

TOTAL: \$1,768.50

Plus additional Costs as needed:

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Title Update and Recording: 75.00/update
Copy Costs: 2.00/pg
Courier Fee: 25.00

Title Search Due Date: TBD

Exhibit C
(See full notices of selection to follow)

Office of Farmland Preservation 8995 East Main Street, Reynoldsburg, OH 43068

Local Agricultural Easement Purchase Program (LAEPP)
Title Review Checklist

Below is a list of documents commonly requested by the Ohio Department of Agriculture (ODA) for the review of title on a proposed agricultural easement property. While not an all-inclusive list, we strongly encourage Local Sponsors (LS) to share this checklist with their title agents to help communicate ODA's requirements.

Document/Description	<i>Check when complete</i>	
	Title Agent to LS	LS to ODA
1. Provision of 90 year chain of title* - provide source documents for deeds showing chain for 90 years. a. Deeds must be provided which demonstrate conveyance of each tract and/or parcel of land.		
2. If the owner of the land is a corporation, limited liability company, or partnership**: a. Provide Articles of Incorporation or Organization, as applicable. b. By-laws or Code of Regulations, as applicable. c. Provide Corporate Resolution or Minutes of Meeting approving sale of easement to ODA. d. Unless all members of the organization will be signing the Deed of Agricultural Easement, an additional Resolution is required authorizing a member to sign on behalf of the	N/A	
3. Provide a source document for each exception shown on the title commitment, and please ensure that all documents are legible. a. Assignments of leases should be provided.		
4. Ohio Department of Agriculture listed as the only insured on the title commitment (also applies to Closing Protection Coverage).		
5. If the owner of the land is a trust, provide a Memorandum of Trust in accordance with ORC 5301.255.	N/A	
6. Provide a legal description in the title commitment which matches the last deed that is in the chain of title; if parts of the legal description have been omitted, a corrective deed or survey should be requested.		
7. Provide county auditor tax card indicating payment of taxes up to current date.		
8. If mortgages are on the property, subordination of mortgages will be requested.	N/A	

Local Sponsors should refer to the Scope of Work in the ODA-Local Sponsor Cooperative Agreement for the complete requirements regarding title work and title agent responsibilities.

***Chain of Title Definition for Source Documents**

- All Deeds related to the Property for the last 90 years.
- All liens, easements, mortgages, and other encumbrances in the last 90 years (including assignments of same).
- All oil and gas leases associated with the Property in the last 90 years.
- All instruments marginally notated.

**Corporate/Trust documentation is not always available through public records (or title agent). Local Sponsors should contact landowner directly for these documents and provide to ODA.

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

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Motion to table Resolution No. 16-991 until Thursday, October 6, 2016:

It was moved by Mrs. Lewis, seconded by Mr. Benton to table Resolution No. 16-991 until Thursday, October 6, 2016.

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

**7
DELAWARE SOIL & WATER CONSERVATION DISTRICT
-DISCUSSION ON 2017 OHIO DEPARTMENT OF AGRICULTURE -
OFFICE OF FARMLAND PRESERVATION APPLICATION FOR LOCAL SPONSOR
CERTIFICATION**

Counties, soil & water conservation districts, land trusts, cities and townships are invited to apply to the Office of Farmland Preservation for Local Sponsor Certification. The Application for Local Sponsor Certification is open from September 14 through October 14, 2016. Any organization interested in being a local sponsor for the 2017 landowner application year must apply during this time period. Local Sponsors who complete Local Sponsor Certification application and qualify will be allocated a portion of the Local Agricultural Easement Purchase Program (LAEPP) 2017 funds. These funds are used to purchase agricultural easements on Ohio farms.

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ADMINISTRATOR REPORTS**

Ferzan Ahmed, County Administrator
-Concerning Farmland Preservation; Ferzan stated that before the closing on the farmland, the Engineer, Sanitary Engineer and Economic Development director would sign off on approving the closing.
-Attended the ICMA conference last week in Kansas City with Bob Lamb. Has asked Bob to find a topic he could present on at next year's conference. Ohio was not represented at the conference.

**9
COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton
-Attended the Delaware Partnership meeting Friday morning. Engineer Bauserman and Sanitary Engineer Mike Frommer presented.
-Attended the Olentangy High School presentation of the High School of the Year from the Ohio Lottery Education Partnership. It was quite the event since Olentangy was having their homecoming pep rally as well.

Commissioner Merrell
-Also attended the Olentangy High School presentation.

Commissioner Lewis
-No reports

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RESOLUTION NO. 16-993**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR THE CONSIDERATION
OF COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING
LITIGATION; FOR COLLECTIVE BARGAINING:**

It was moved by Mr. Merrell, seconded by Mr. Benton to adjourn into Executive Session at 9:51 AM.

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

RESOLUTION NO. 16-994

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 11:20 AM.

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

RECESS 11:25AM/RECONVENE IN FIELD AT 1:30PM

**12
1:30PM Viewing For Consideration Of The Webster- Arnold Drainage Improvement Petition (In The
Vicinity Of 6240 Steitz Road Powell, Ohio 43015)**

On **October 3, 2016 at 1:30PM**, in the vicinity of 6240 Steitz Road Powell, Ohio 43015, The Delaware County Commissioners viewed the watershed area with staff members from the Delaware County Engineer's Office and the Delaware County Soil and Water Conservation District.

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 3, 2016**

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

On July 22, 2016, a drainage petition for the Webster Arnold Watershed was filed with the Board of County Commissioners to generally improve the drainage, both surface and subsurface, to a good and sufficient outlet by replacing or repairing, or altering the existing improvement as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition. In Delaware County, Liberty Township within the Webster-Arnold Watershed and generally following, but not limited to the course and termini of the existing improvements.

NOTE: the first hearing on the petition is scheduled for **Thursday December 15, 2016, at 10:00AM**

The Commissioners:

- Looked At And Followed The Proposed Replacement Tile Areas along side of 6240 Steitz.
- Walked Property with collapsed clay tile to area with the open drainage
- Viewed Outlets on Hyatts Road; without the approved petition process the county may only look at work that falls in the right- of- way
- Viewed the back yards of additional properties on Hyatts (3855,3975, 3119)

- the petition (signatures and words) determines the upstream part of a project the "sufficient outlet" determines the bottom of a project
- additional signatures to petition
- projects since 1998 are automatically placed on County Drainage Maintenance Program
- this is a landowner initiated process and detailed surveys follow if the project moves past the first hearing
- if approved the storm water infrastructure will be placed on the County Drainage Maintenance Program
- if approved money pooled only for this project; assessments placed on build-able lots current and future

- 4 Factors Determine Possible Assessment: Acres Benefited, Land Use, Percent Of Improvement Used; Remote Factor

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 3, 2016

SIGN-IN SHEET FOR OCTOBER 3, 2016

1:30 PM Viewing For Consideration Of The Webster- Arnold
Drainage Improvement Petition

	NAME	ADDRESS
1	SARAH DINOVO	101 N. SANDUSKY ST.
2	BRET BACON	557 SUNBURY RD
3	Chris Koloff	3975 Hyatts Rd
4	Hari Bankhurst	3919 Hyatts Rd
5	MATT POHLMAN	3891 HYATTS RD
6	Janet Hull	6212 Steitz Road
7	Michael Robinson	3680 Hyatts Rd.
8	DAVID PROBSKA	4221 Hyatts RD
9	Matt Snider	3855 Hyatts Rd.
10	Rebecca Longsmith	SWCD
11	Bob Sherman	SWCD
12	Daniel Barr	SWCD
13	Bonnie Dailey	SWCD
14	Matt Lewis	SWCD
15	Joseph Anderson	4175 Hyatts Rd.
16	Hank Turner	6300 STEITZ
17	Bill Langley	6225 Steitz Rd
18	Gil Rhodes	3580 Hyatts Rd.
19	DAVE MILLER	6280 STEITZ
20	Wann Miller	6280 Steitz
21	Brett Bergeford	50 Channing St
22	William R. Thomas	930 Retreat Lane, Powell
23	Mike Mumaw	3620 Hyatts Rd Powell

There being no further business, the meeting adjourned.

Gary Merrell

Barb Lewis

Jeff Benton

**COMMISSIONERS JOURNAL NO. 65 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 3, 2016**
