

ORDINANCE NO. 22-00

By: Mark R. Masser

An Ordinance to grant approval, pursuant to Amended Ordinance No. 32-99, for demolition of the structures on the property located at 2106 East Main Street, to authorize the Mayor and Auditor to enter into an agreement on behalf of the City with the property owner, Park-Main LLC, for use of the property by the City as a public green space pending its redevelopment and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That approval is hereby granted, pursuant to Amended Ordinance No. 32-99, to Park-Main LLC to demolish the structures on the property located at 2106 East Main Street, subject to environmental approval by the Main Street Redevelopment Commission under Section 1222.04 of the Bexley Planning Code.

Section 2. That the Mayor and Auditor are hereby authorized and directed to execute an agreement on behalf of the City with Park-Main LLC, in the form attached to this Ordinance as Exhibit A and incorporated herein by reference, for the use of the property by the City as a public green space following demolition of the structures and pending redevelopment of the property by Park-Main LLC.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety, said emergency being the necessity of abating a public nuisance, and shall be in force immediately upon its passage and approval by the Mayor.

Passed: 5/9, 2000

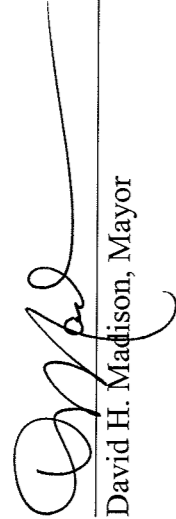
Ann H. Peter
President of Council

Attest: Richard A. Levi
Clerk of Council

3/14/00 First reading
3/28/00 Second reading/ Tabled
5/09/00 Third reading:
after removed from Table.
Passed

5.7.00.

Approved: 59, 2000



David H. Madison, Mayor

AGREEMENT

This Agreement is entered into as of the 18 day of MAY, 2000 by and between Park-Main LLC, an Ohio limited liability company ("Park-Main"), and the City of Bexley, Ohio, an Ohio municipal corporation (the "City").

WHEREAS, Park-Main owns certain property in the City at 2106 East Main Street (the "Premises") which it proposes to redevelop; and

WHEREAS, Park-Main proposes to remove existing structures on the Premises, and the City wishes to use the Premises as a public green space pending redevelopment;

NOW, THEREFORE, subject to the terms and conditions contained herein, the parties agree as follows:

1. Park-Main shall, at its cost, cause all existing structures on the Premises, including the building, service islands and canopies, free-standing sign and pavement, to be removed. Park-Main shall be responsible for obtaining a demolition permit from the City by application to Bexley City Council and shall prepare a plan to restore the Premises in a manner which prevents erosion and includes, at a minimum, backfilling any excavation with granular material, grading and a six-inch overlay of topsoil. The City shall prepare a landscape plan, subject to the approval of Park-Main, which approval shall not be unreasonably withheld, to be implemented after restoration of the site, and Park-Main may use such plan as part of its application for demolition and other approvals from the City. Demolition of structures and restoration of the site shall also be subject to the submission by Park-Main of the restoration plan prepared by Park-Main and the landscape plan prepared by the City for environmental approval by the Main Street Redevelopment Commission ("MSRC") under Section 1222.04 of the Bexley Planning Code. Park-Main shall complete the demotion of structures and restoration of the site

so it is ready for landscaping by the City within 45 days of the issuance of a demolition permit by the City or such other period as shall be acceptable to the City.

2. Upon removal of the structures and restoration of the site, the City shall, for One Dollar (\$1.00) per year, lease the Premises from Park-Main for use exclusively as a landscaped green space and entryway to the City. The City shall landscape the Premises in accordance with the landscape plan approved by the MSRC. During the term of the lease, the City shall be responsible for general and customary maintenance of the landscaping placed by it on the Premises. The City shall be solely responsible for any and all claims, losses, expenses, liabilities or damages arising out of or in connection with the use of the Premises as a green space by the City; and Park-Main shall be solely responsible for (i) any and all claims, losses, expenses, liabilities or damages arising out of or in connection with the prior use of the Premises and (ii) compliance of the Premises with all applicable laws and regulations, whether arising out of events prior to or after the date of this Agreement. Park-Main shall be responsible for all real estate taxes, assessments and charges levied upon the Premises during the term of this Agreement, and the City shall support the application of Park-Main for a reduction in the tax value of the Premises during the period in which the Premises are used by the City as a landscaped green space, based upon the removal of the structures and the use contemplated by the City.

3. The City shall not assign its rights under this Agreement nor sublet all or any part of the Premises, without first obtaining the written consent of Park-Main.

4. The City agrees that the lease of the Premises to it shall not limit the right of Park-Main to develop the Premises, subject to compliance by it with all applicable legal requirements then in effect, including, without limitation, zoning and building laws and

regulations of the City. Subject to the conditions, if any, imposed by the MSRDC, the City shall not require the removal of the existing curb cuts in connection with its use of the Premises as a green space, and by entering into this Agreement, Park-Main shall not be deemed to have waived its right to seek to use such curb cuts in connection with any future development of the Premises following termination of the lease to the City.

5. The respective obligations of the parties under this Agreement are subject to the satisfaction or waiver of each of the following conditions:

a. No party to this Agreement shall be subject to any order, decree or injunction of a court of competent jurisdiction that prevents or delays the performance of either parties' obligations under this Agreement, and no action, suit or proceeding seeking to enjoin or restrain the performance of this Agreement shall have been threatened or instituted.

b. All required governmental approvals shall have been obtained.

6. The lease of the Premises may be terminated by the City or Park-Main, without assigning any cause, effective on the 30th day after written notice of termination has been given by the party terminating the lease to the other party. In the event that the City or Park-Main terminates this lease, the City shall be permitted to remove, at its cost, any or all of the improvements made by it to the Premises. Any notices required under this Agreement shall be given in writing by hand delivery or first class mail as follows:

If to Park-Main LLC:

Park-Main LLC
88 West Main Street
Columbus, Ohio 43215

If to the City:

City of Bexley
2242 East Main Street

Bexley, Ohio 43209
Attention: Mayor

7. This Agreement constitutes the entire agreement by and between the parties in connection with the lease of the Premises, and no change, modification or waiver of such agreement shall be binding upon either party unless it is in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the State of Ohio and shall be binding upon the parties and their respective successors and assigns.

In Witness Whereof, Park-Main and the City have caused this Agreement to be signed by their duly authorized representatives on the day and year first above written.

Witness:

Debra Rhodes
Daniel R

Park-Main LLC

By:

Scott W. Schmitt
Name: SCOTT W. SCHMITT

Title: MEMBER

State of Ohio)
County of Franklin) SS:

The foregoing instrument was acknowledged before me by Scott W. Schmitt, the duly authorized representative of Park-Main LLC, this 23 day of May, 2000.



Keith J. Shepardson
KEITH J. SHEPARDSON, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

Witness:

Sara Chinnock
Janice A. Heple
Sara Chinnock

City of Bexley

By: David H. Madison
David H. Madison, Mayor

By: Rebecca A. Levin

Janice D. Gypke

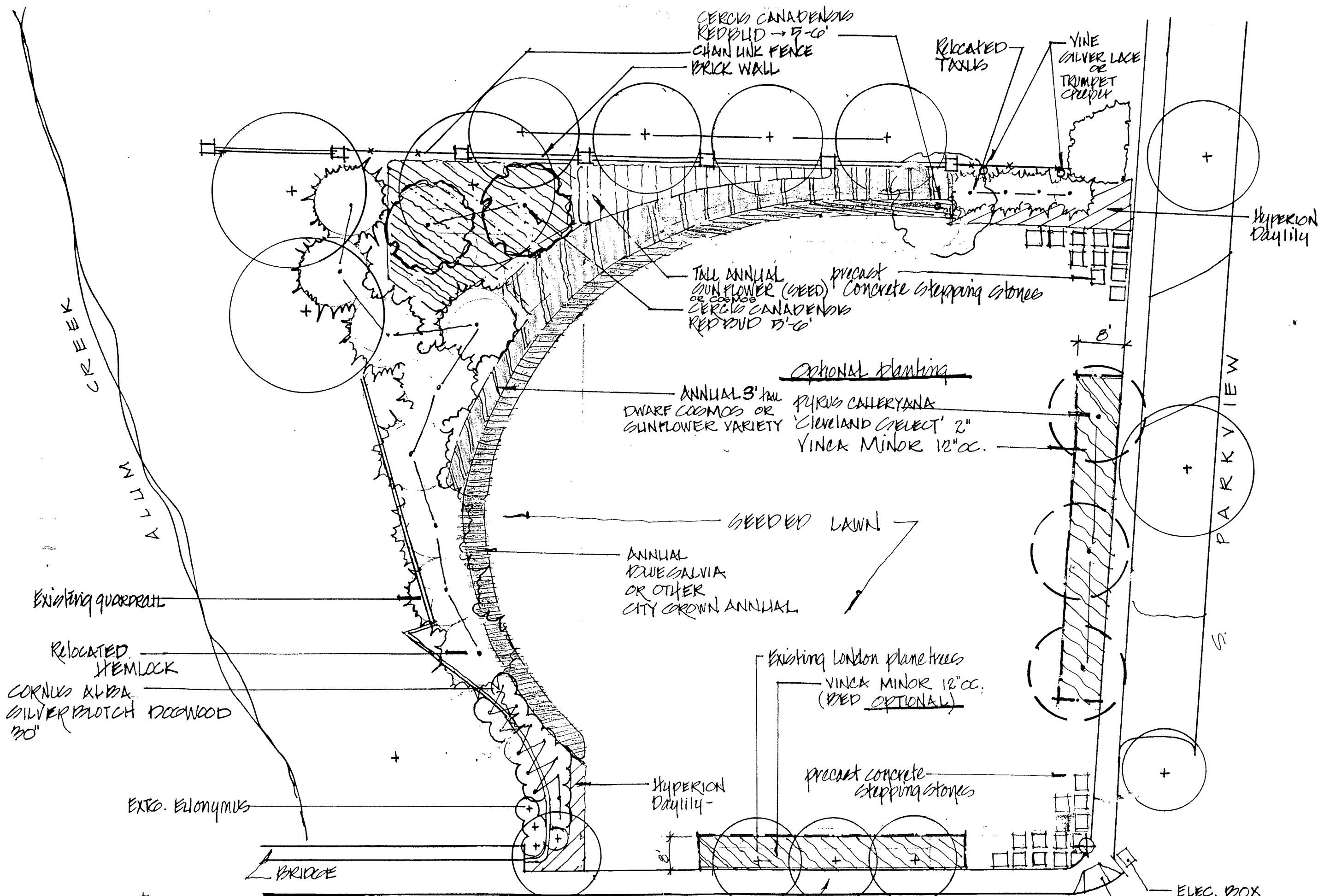
Richard A. Levin, Auditor

State of Ohio)
County of Franklin) SS:

The foregoing instrument was acknowledged before me by David H. Madison, Mayor, and Richard A. Levin, Auditor, of the City of Bexley, Ohio, this 7th day of June, 2000.

Kathleen Marie Rose
Notary Public

KATHLEEN MARIE ROSE
NOTARY PUBLIC, STATE OF OHIO
12100 COMMODORE BARTRAM RD.
COLUMBUS, OHIO 43240
July 16, 2000



CERCIS CANADENSIS
 RED BUD → 7'-0"
 CHAIN LINK FENCE
 BRICK WALL

RELOCATED
 TAXUS

VINE SILVER LACE
 OR
 TRUMPET
 CREEPER

Hyperion
 Daylight

TALL ANNUAL
 SUNFLOWER (SEED) ^{precast}
 OR COSMOS
 CERCIS CANADENSIS
 RED BUD 7'-0" concrete stepping stones

OPTIONAL PLANTING

ANNUAL 3' TALL
 DWARF COSMOS OR
 SUNFLOWER VARIETY PYRUS CALLERYANA
 'CLEVELAND CREEPER' 2" VINCA MINOR 12" OC.

SEEDED LAWN

ANNUAL
 DWESALVIA
 OR OTHER
 CITY CROWN ANNUAL

Existing London plane trees
 VINCA MINOR 12" OC.
 (SEED OPTIONAL)

precast concrete
 stepping stones

PARK VIEW

ELEC. BOX
 RAMP

E. MAIN

EXTS CONC. SIDEWALK

CREEK

MINNA

Existing QUADRAIL

RELOCATED
 HEMLOCK

CORNUS ALBA
 SILVER BLOTCH DOGWOOD
 30"

EXTS. ELLONYMUS

BRIDGE

North SCALE 1" = 20.0'

OPTION 4