

RESOLUTION NO. 09-2024

A RESOLUTION RATIFYING THE PURCHASE AGREEMENT WITH INFO DEPOT, LLC FOR THE PLAIN CITY HISTORIC DEPOT AND REQUESTING A WAIVER OF THE SECOND READING

WHEREAS, Section 715.01 of the Ohio Revised Code authorizes a municipal corporation to acquire property by purchase for any authorized municipal purpose; and

WHEREAS, the Village of Plain City Council desires to purchase certain real property in order to provide public amenities to the residents of the Village; and

WHEREAS, the Village Administrator has negotiated a purchase agreement for certain real property owned by Info Depot, LLC; and

WHEREAS, the Council has reviewed the purchase agreement between the two parties and desires to execute said agreement as detailed in Exhibit A as attached hereto and incorporated herein.

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Plain City, Ohio, a majority of the members elected or appointed thereto concurring, as follows:

Section 1. The Village Council hereby ratifies the purchase agreement with Info Depot, LLC, as detailed in Exhibit A as attached hereto and incorporated herein.

Section 2. The Village Administrator is hereby authorized and directed to take all other necessary actions to ensure fulfillment of the Village's and seller's obligations under the agreement so that the property may be acquired by the Village pursuant to the terms and conditions of the agreement. The Village Administrator, Finance Director, and any other appropriate Village official is hereby directed to take all necessary action to execute all required documents to accept the real property identified in the agreement on behalf of the Village of Plain City upon satisfaction of its terms and conditions.

Section 3. This Resolution shall be effective from and after the earliest period provided by law.

Passed: February 12, 2024

Attest: Austin Bracey
Clerk of Council

Jody Carney
Mayor

First reading: February 12, 2024

Second reading: waived, 2024

Vote: 6 yea ___ nay ___ abstain

Vote: 6 yea ___ nay ___ abstain

Certificate of Publication

The undersigned, being Clerk of Council of the Village of Plain City, hereby certifies that the foregoing was published by posting for 15 days as required by law and in accordance with Section 4.15 of the Codified Ordinances. The posting was done from February 13, 2024 to February 29, 2024 at the Office of the Clerk of Council located at 800 Village Boulevard; being in the Village of Plain City, Ohio, and the Village of Plain City Website at www.plain-city.com.

Date: February 13, 2024 *Justin Prior*
Clerk of Council

Exhibit A For Resolution 09-2024

Agreement For Sale of Depot between Village of Plain City, Ohio, and Info Depot, LLC

This Agreement For Sale of Depot ("Agreement") is entered into on _____ 2023 ("the Effective Date"), by and between the Village of Plain City, Ohio, ("Buyer"), a municipal corporation existing as a village under the general statutes of the State of Ohio ("Buyer"), whose address is 800 Village Boulevard, Plain City, Ohio 43064, and Info Depot LLC ("Seller"), a limited liability company organized under the laws of Ohio, with its principal office located at 919 Old Henderson Rd., Columbus, Ohio 43220. Buyer and Seller are sometimes referred to herein individually as a "Party," or, collectively, as the "Parties."

WHEREAS, Seller is the owner of building that consists of approximately 1,473 square feet of interior space (the "Building"), located at 919 Old Henderson Rd., Columbus, Ohio 43220 (the "Property"). The Building was originally a train depot for the Village of Brice, Ohio. In 2005, the Seller moved the Building to the Property and completed extensive renovation and restoration, and later constructed additional square footage for a lobby, kitchenette, restrooms, and utility rooms;

WHEREAS, the Building contains two corner cabinets in its primary room, square dinner tables, wooden chairs, appliances, handicap elevator lift, furnace, air conditioner unit, and a water heater (the "Interior Furnishings");

WHEREAS, the Building has a patio which is constructed of brick and railroad ties (the "Exterior Materials");

WHEREAS, Buyer wishes to buy the Building, the Interior Furnishings, and the Exterior Materials (collectively, the "Depot");

WHEREAS, Buyer understands that the land on which the Depot sits will not be transferred to Buyer, that Buyer is only acquiring the Depot, and that Buyer is responsible for moving the Depot from the Property;

WHEREAS, upon completing removal of the Depot, Buyer will ensure that no building materials or foundation remain on site, and will promptly restore the grounds, surroundings and landscape of the Property, and appropriately grade the site;

WHEREAS, as of the Effective Date, Seller owns the Property and is in contract to sell the Property to an unrelated third-party ("TPP"); however, Seller will remain the owner of the Depot if the Property is sold, the TPP is aware Seller is selling the Depot, and any sale of the Property will not materially impact the sale of the Depot; and,

WHEREAS, the Depot has historical significance which the Fromm family, through Seller, has preserved for numerous years, and which Buyer will publicly recognize and maintain as the Depot's next owner.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

SECTION 1: DEPOT SALE & PURCHASE

(A) Sale of the Depot to Buyer.

(1) Sale of Depot. Seller agrees to sell, and Buyer agrees to buy the Depot, as identified in Exhibit 1 to the Bill of Sale, attached hereto and incorporated herein as Exhibit A. Seller agrees to sell the Depot free of any liens or encumbrances. Any interior memorabilia not listed in Exhibit 1 are excluded from the Depot, are not a part of the transaction herein, and shall remain as Seller's property.

(2) Pre-Closing Period. Buyer will have forty-five (45) days from the Effective Date of this Agreement to conduct an inspection of the Depot (the "Pre-Closing Period"). During this Pre-Closing Period, Buyer shall have the right to conduct an informational review and physical inspection of the Depot. Seller will provide Buyer and its agents reasonable access to the Depot for all inspections and evaluations as may be necessary.

(3) Conditions Precedent. Buyer's purchase of the Depot will be contingent upon satisfaction of the following conditions ("Conditions Precedent") before closing:

- a. Buyer to obtain 2024 budget approval from the Village Council of the Village of Plain City to acquire the Depot from Seller for \$150,000;
- b. Buyer's engineer confirms, by January 15, 2024, that the Buyer's site is feasible for the installation of the Depot; and,
- c. Buyer and Seller Agree on a Removal Plan, as set forth in Section 2(B) of this Agreement.

(4) Purchase Price, Payment. In full consideration for the sale of the Depot hereunder, Buyer shall pay Seller One Hundred and Fifty Thousand US Dollars (\$150,000.00) (the "Purchase Price"). The Purchase Price excludes all costs and expenses necessary for Buyer's deconstruction, removal, and transportation of the Depot, including, but not limited to, freight, permitting, insurance, and other third-party costs, and excludes all costs of repair to the Property as further described in Section 2(B)(3) of this Agreement. The Purchase Price shall be paid as follows:

- a. Buyer shall pay Seller Twenty-Five Thousand US Dollars (\$25,000.00) as a down payment (the "Down Payment") by ACH or by check of certified funds within three (3) days of execution of this Agreement.
 - i. In the event that Buyer fails to obtain budget approval as set forth in Section 1(A)(3)(a) of this Agreement, and Seller is not in default, then Seller will retain the Down Payment and the Agreement will terminate.
 - ii. If Buyer determines Buyer's site is not feasible for the Depot as set forth in Section 1(A)(3)(b) of this Agreement, Buyer shall deliver written notice to Seller on or before 5:00 pm on January 15, 2024, that it cannot satisfy that Condition Precedent. Seller will refund

the Down Payment to Buyer within five (5) business days of timely receipt of such notice, and this Agreement will terminate at that time.

If Buyer fails to deliver written notice to Seller that Buyer's site is not feasible for the Depot by 5:00 pm on January 15, 2024, and the Seller is not in default, then the Seller will retain the Down Payment and this Agreement will terminate.

iii. If Seller and Buyer fail to agree on a Removal Plan, as set forth in Section 1(A)(3)(c) of this Agreement, the Down Payment shall be refunded to Buyer and the Agreement shall terminate.

b. If all conditions precedent are satisfied by the conclusion of the Pre-Closing Period, then the transaction shall close within fifteen (15) days of the conclusion of the Pre-Closing Period. Buyer shall close on the purchase of the Depot by delivering to Seller the remaining One Hundred Twenty-Five Dollars (\$125,000.00) of the Purchase Price by ACH or by check of certified funds (the "Closing"). The Purchase Price must be paid in full before Buyer commences removing the Depot.

c. The Bill of Sale will be executed by both parties at Closing.

(5) Taxes. The Purchase Price excludes any sales taxes or other taxes and fees required to be paid in connection with the sale of the Depot under this Agreement. Buyer shall be responsible for calculating and shall be liable for all sales, gross receipts, use and other applicable taxes, conveyance, transfer and recording fees and any transfer stamps or other taxes that may be imposed on any sale and transfer of property pursuant to this Agreement (collectively, "Taxes"). These Taxes shall be collected and remitted under applicable law. Buyer shall promptly reimburse Seller for any Taxes, interest or assessed penalties Buyer is required to pay.

(6) Recognition. Upon receiving a final occupancy permit, approval or permission, Buyer shall reasonably affix signage and/or implement other measures that recognize the history of the Depot and Seller's contribution to the Depot's history and preservation, including, but not limited to, the following:

- a. Installation of permanent signage on the primary façade of the Building that reads "The Fromm Family Depot", subject to design approval from Seller;
- b. Installation of a permanent plaque or other signage inside the Building documenting the history of the Building from its original construction in the Village of Brice until its sale to Buyer. This narrative shall be written by Seller and will be subject to approval from Buyer; and,
- c. Seller to be recognized and provided speaking time at a Village of Plain City ribbon-cutting ceremony for the Depot.

(B) Disclaimer of Warranties.

THE DEPOT IS BEING SOLD UNDER THIS AGREEMENT TO BUYER “AS-IS, WHERE-IS, AND WITH ALL FAULTS.” SELLER DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE DEPOT, NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 2: INSPECTION AND REMOVAL**(A) Inspection and Testing.**

Buyer acknowledges and agrees that (a) its inspection of the Depot is not a Condition Precedent to Close, (b) it has inspected and/or has had a reasonable opportunity to inspect the Depot prior to the Effective Date, (c) the Seller will continue to provide Buyer with access and a reasonable opportunity to inspect the Depot during the Pre-Closing Period, (d) if this transaction is consummated, Buyer will be purchasing the Depot pursuant to Buyer’s independent examination, study, inspection and knowledge of the Depot, and (e) Buyer is relying on its own determination of the value and condition of the Depot and not on any information provided by Seller. Buyer is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties, statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Buyer or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Buyer agrees that it is taking title the Depot and any other property under this agreement “AS-IS, WHERE-IS, AND WITH ALL FAULTS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price.

(B) Removal.

- (1) Removal Plan; Removal Schedule.** Within 15 days from the commencement the Pre-Closing Period, Buyer shall provide Seller with a written plan in draft form detailing its anticipated processes for removing the Depot, restoring the Property pursuant to Section 2(B)(2), and minimizing collateral damage (the “Removal” or “Removal Plan”), which will be subject to review and final approval by Seller. Once Seller and Buyer agree on a final Removal Plan, Buyer will replace **Exhibit B** which will be incorporated herein. In no less than 20 days prior to Buyer removing the Depot, and subject to Seller’s approval upon receipt, Buyer shall supplement the Removal Plan with a written schedule that establishes the dates on which Buyer shall commence and complete the Removal Plan (the “Removal Schedule”).
- (2) Removal Schedule Minimum Requirements.** The Removal Schedule shall begin no earlier than April 1, 2024, and no later than June 1, 2024. Buyer shall give Seller not less than twenty (20) days’ advance written notice prior to the date it

commences removal activities. Buyer shall complete removal of Depot and satisfy all other requirements under this Agreement by June 30, 2024. Unless otherwise approved by mutual agreement in writing, no work shall be conducted on the Property by Buyer outside of the timeframe of the Removal Schedule.

- a. Buyer shall, at its sole cost and expense, arrange for and obtain any required and/or necessary permits, approvals, certificates, authorizations, and consents for preparing, dismantling, removing, handling, transporting and loading the Depot, and for all removal and transportation costs.

(3) Removal Plan Non-Compliance. Should Buyer fail to remove the Depot by June 30, 2024, or otherwise fail to fully comply with the Removal Plan by June 30, 2024, then, unless the parties otherwise agree in writing, Seller shall have the right to (a) assess a penalty of Five Thousand US Dollars (\$5,000.00), (b) assume that the Buyer has abandoned removal of the Depot and surrendered all rights thereto; and (c) immediately commence demolition and removal of what remains of the Depot. Buyer shall be responsible for all costs and expenses Seller incurs in the demolition and removal of the Depot, and Buyer shall promptly reimburse Seller for all such costs Seller incurs.

(4) Navigating Removal on Property. Buyer will use its best efforts to minimize damage to Seller's and/or TPP's location and properties at all times. Removal or displacement of any obstacles, obstructions, or other objects that are reasonably necessary to remove the Depot shall be done without causing damage, and Buyer shall replace any such removed obstacles, obstructions, or other objects to their original location after removal of Depot. Seller reserves the right to inspect or supervise Buyer's execution of the Removal Plan.

(5) Safety and Repair of Seller's Property. Buyer and any agents, servants, employees, contractors, sub-contractors, or other third-party service providers that Buyer retains to prepare, dismantle, remove, handle, and load the Depot shall, at all times, conduct themselves in a lawful and workmanlike manner, in compliance with all local, state, and federal fire, health and safety laws, ordinances and regulations applicable to Buyer in its execution of the Removal Plan. Buyer shall ensure that itself and any servants, employees, contractors, sub-contractors, or other third-parties retained by Buyer hold all licenses, permits, approvals, waivers, and exemptions as necessary for services related to the execution of the Removal Plan. After Removal, Buyer will ensure no building materials or foundation remain on site. Buyer will restore and/or repair the grounds and landscape of the Property, and grade the former foundation site consistent with the surrounding ground, in accordance with all applicable laws and in a good and workman like manner. Notwithstanding the foregoing, the Buyer will be responsible for restoring any damage to the grounds and landscaping beyond the footprint of the Depot's location on the Property, which result from removal of the Depot and/or Plan or related work, at a cost not to exceed Two Thousand US Dollars (\$2,000.00). This \$2,000 limitation does not apply to repairs to damage to pavement, physical structures, and other property of Seller, Infodepot, LLC, and TPP (if applicable) during the Removal, or other third parties. Buyer will be responsible for all repairs and costs associated with any damage to the adjacent

office building on the Property caused by its removal of the Depot and/or Plan related work.

(6) Weather. Seller agrees that if weather, disaster, or other inclement weather should interfere with the timely completion of the Removal Plan, Buyer or Seller may request to amend the Removal Schedule to extend the removal time to a reasonable period to account for such delay, subject to mutual acceptance. Seller will provide reasonable access to the Depot during normal business hours or at other times as the Parties may agree in the Removal Schedule.

(7) Insurance. Before commencement of the Removal Plan, and for the duration of this Agreement, Buyer shall maintain in force adequate forms of insurance, with limits not less than \$1,000,000.00, including but not limited to workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to Seller, with policy limits sufficient to protect and indemnify the Seller and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Buyer acts or omissions or the acts or omissions of Buyer agents, contractors, servants, or employees. *Seller, Value Recovery Group Inc., and the TPP (if applicable, and to be later defined) shall be listed as additional insured under such policy, and Buyer shall forward a certificate of insurance verifying such insurance upon Seller's written request, which certificate will indicate that such insurance policies may not be canceled prior to the removal of the Depot (defined in Section 3 of this Agreement), and not before the expiration of a 30 calendar day notification period and that Seller will be immediately notified in writing of any such notice of termination.*

(C) Risk of Loss and Title.

Risk of loss and title to the Depot shall pass to Buyer upon payment of the Purchase Price and execution of Bill of Sale as set forth in Section 1 of this Agreement.

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SECTION 3: GENERAL PROVISIONS

(A) Confidentiality.

Each party will keep negotiations and all information provided to the other party confidential, to the extent permitted by law. All materials and information, including copies thereof, in any format or media belonging to either party, will be returned to the rightful owner if any part of the transaction contemplated by this Agreement is not successfully completed. Neither party will issue a press release or other announcements, nor make any disclosure concerning the transaction contemplated by this Agreement without the prior approval of the other, which approval will not be unreasonably withheld.

(B) Fees and Expenses.

Each party will bear its own expenses, including legal, accounting, and other advisory fees and expenses in connection with the proposed transaction and Agreement.

(C) Indemnification.

(1) Buyer Indemnification. Buyer and its officers, principals, directors, members, employees, contractors, agents, successors and assigns hereby release Seller, and agree to be primarily responsible for any and all claims, actions, demands, lawsuits, losses, damages, costs, expenses, judgments, fines, penalties, and liabilities (including reasonable attorney's fees and courts costs) arising directly or indirectly from or related to (1) the preparation, dismantling, handling, removal, loading, construction, deconstruction, transfer, and transportation of the Depot, including but not limited to any claim for personal injuries, death, economic harm, or property damage to any person (including the Buyer and its employees and agents, third parties and the Seller); (2) Buyer's handling, use and operation of Depot any component thereof, after removal from Seller's facility, including but not limited to any claim for personal injuries, death, economic harm, or property damage to any person; and (3) any breach of the terms and conditions of this Agreement by Buyer.

(2) Liability. Buyer will use its best efforts to minimize any disruptions and damage to Seller's and TPP's property and business. Any other damages caused by removal, loading, construction, deconstruction, and transportation of the Depot, other than those specifically identified above, shall be promptly repaired by Buyer, at Buyer's expense, to the condition that existed immediately prior to when the damage occurred, and Buyer shall promptly reimburse seller for reasonable expenses Seller incurs in repairing any such damage. Seller may inspect the premises during the removal process and provide Buyer with any damage issues resulting from Buyer's removal and delivery of the Depot materials. Seller will inspect the premises immediately upon completion in the presence of Buyer, and both parties shall document for any damage caused during the Removal Schedule or related work. Buyer's obligations set out in this Section shall survive the termination of this Contract by either party, regardless of the basis of termination. The obligations of Buyer set forth in this Section shall remain until Buyer has satisfied its obligations with respect to any unexcepted damages, or until the parties have otherwise agreed.

(D) Limitation of Liability.

IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT TO THE BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE LIABILITY OF SELLER, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE DEPOT. IT IS THE RESPONSIBILITY OF SELLER TO NOTIFY BUYER OF ANY AND ALL HAZARDS, UNDERGROUND UTILITIES OF ANY KIND NOT VISIBLE WHICH MAY REQUIRE TRAVEL ACROSS AND COULD DAMAGE SELLER'S PROPERTY, PRIOR TO ANY REMOVAL PROCESS STARTED BY BUYER. SELLER ASSUMES ALL LIABILITY FOR SUCH DAMAGE OR INJURY OF ANY HAZARDS NOT CLEARLY MARKED FOR BUYER PRIOR TO REMOVAL OF DEPOT. BUYER SHALL TAKE ALL PRECAUTIONARY MEASURES WITH RESPECT TO REMOVING THE DEPOT LOCATED UNDERNEATH OR ADJACENT TO ANY ABOVE-GROUND UTILITY LINES ON THE PREMISES.

(E) Buyer's Compliance with Laws.

Upon the Effective Date of this Agreement and at all times thereafter, Buyer shall be solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances pertaining to its installation, arrangement, use, export, and/or disposal of the Depot.

(F) Buyer's Breach of Agreement.

In the event Buyer breaches its payment obligations set forth in Section 1 of this Agreement or fails to timely remove the Depot from Seller's premises as required in Paragraph (A) of this Section, Buyer acknowledges and agrees that it shall forfeit its Deposit and any and all rights, title to and interest in the Depot which Buyer may have obtained pursuant to this Agreement or otherwise, and that Buyer shall be liable to Seller for all costs and expenses incurred by Seller as a result of such breach.

(G) Independent Contractors.

Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one party and the other party's employees or agents. Neither Buyer nor Seller has the authority to bind the other, to incur any liability or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

(H) Dispute Resolution; Choice of Law.

(1) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its choice of law principals. The Parties agree that this Agreement has been entered into in Ohio. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of Ohio, Franklin County. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

(2) Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled in the court of common pleas of Franklin County, Ohio having jurisdiction and venue thereof.

(I) Attorney's Fees.

In an effort to promote a speedy resolution to any disputes that may arise, both parties agree to reasonably work towards a mutually acceptable resolution. If an agreement cannot be reached, each party will be responsible for its own attorney's fees and costs.

(J) Severability.

If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

(K) Counterparts, Authorized Signatories.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. It is also agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

(L) Entire Agreement; Modification; Waiver.

This Agreement and any Exhibits hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. This Agreement may be modified only by a written amendment signed by authorized representatives of both Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

(M) Representations, Warranties, and Agreements of Buyer.

Buyer represents and warrants to Seller that the following statements are true and correct as of the Effective Date:

- (1) The execution, delivery, consummation and performance by Buyer of this Agreement will not (a) conflict with or result in a violation of any Law or other restriction of any Governmental Authority applicable to Buyer
- (2) The Buyer has the full legal right, power, and authorization to purchase the Depot and this Agreement constitutes a valid and binding obligation of the Buyer.
- (3) No finder, broker, agent, financial advisor or other intermediary has acted on behalf of Buyer in connection with the negotiation or consummation of this Agreement or the transactions contemplated thereby, and Buyer has not directly or indirectly agreed to pay or become liable to pay any broker's, finder's, or originator's fees or commissions by reason of services alleged to have been rendered for, or at the instance of, Buyer in connection with this Agreement or the transactions contemplated hereby.
- (4) The Buyer has sufficient cash available to enable it to fulfill its obligations hereunder and to make payment of all amounts to be paid by it hereunder on the Closing Date, it being acknowledged that there is no financing contingency as a condition to Buyer's obligation to complete this transaction.

(N) Commissions

Seller shall be solely responsible for paying a six percent (6%) real estate commission to Alterra Real Estate Advisors (Bob Lockett), as broker for Seller arising out of this transaction.

(O) Mutually Written

The Parties stipulate and agree that this Agreement and the language used in this Agreement are the product of both Parties' efforts in consultation with their attorneys and other consultants, and each Party hereby irrevocably waives the benefit of any rule of contract construction which disfavors the drafter of an agreement.

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[Signature page follows]

SIGNATURE PAGE

In witness whereof, the Parties hereto have executed this Agreement For Sale of Depot between the Village of Plain City, Ohio and InfoDepot LLC, effective on the Effective Date set on this Agreement.

BUYER

Village of Plain City, Ohio

By: _____

Name: _____

Title: _____

Date: _____

SELLER

InfoDepot LLC

By: _____

Name: _____

Title: _____

Date: _____

Fiscal Officer Certificate

The undersigned, Fiscal Officer of the Village of Plain City, Ohio, hereby certifies that the moneys required to meet the obligations of the Village under the foregoing Agreement have been lawfully appropriated by the Village Council of the Village of Plain City, Ohio for such purpose and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Village of Plain City, Ohio

Dated: _____

**EXHIBIT A:
BILL OF SALE**

For and in consideration of the sum of One Hundred and Fifty Thousand US Dollars (\$150,000), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, InfoDepot LLC, 919 Old Henderson Road, Columbus, Ohio 43220, an Ohio limited liability company ("Seller"), does hereby sell, transfer, and convey the Village of Plain City, Ohio ("Buyer"), the following personal property located at 919 Old Henderson Road, Columbus, Ohio 43220, identified in Exhibit 1 (the "Depot").

Seller hereby sells the below-described building, exterior materials, and interior furnishings to the Buyer for the amount shown and certifies that all the information provided in this Bill of Sale is true and accurate to the best of Seller's knowledge. Purchaser hereby acknowledges receipt of this Bill of Sale and understands there is no guarantee or warranty, expressed or implied, with respect to any of the below-described Property. It is further understood that the below-stated building, exterior materials, and interior furnishings accessories are sold in "as is" condition.

Executed as of the _____ day of _____, 2023.

SELLER:

BUYER:

InfoDepot LLC

Village of Plain City

Signature: _____

Signature: _____

Name: _____

Name: _____

Its: _____

Its: _____

[Remainder of this page is left intentionally blank]

**EXHIBIT 1:
THE DEPOT**

The following personal property located at 919 Old Henderson Road, Columbus, Ohio 43220:

1. Building
 - a. Depot Building, consisting of approximately 1473 square feet of interior space
2. Interior Furnishings
 - a. 1 Water Heater
 - b. 1 Furnace
 - c. 1 Air Conditioner Unit
 - d. 1 Handicap Elevator
 - e. 1 Dishwasher
 - f. 1 Refrigerator
 - g. Assorted AV Equipment installed in attic (Projector, Projector Screen), which Buyer will need to service to ensure operable condition
 - h. 2 Corner Cabinets (WILL INCLUDE IMAGES)
 - i. # Square Wooden Tables
 - j. # Wooden Folding Chairs
3. Exterior Materials
 - a. All Exterior Brick
 - b. All Exterior railroad ties used for patio and landscaping

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**EXHIBIT B:
REMOVAL PLAN**

Within 15 days from commencement of the Pre-Closing Period, Buyer shall provide Seller with a written plan in draft form detailing its anticipated processes for removing the Depot, restoring the Property pursuant to Section 2(B)(2), and minimizing collateral damage (the "Removal" or "Removal Plan"), which will be subject to review and approval by Seller. Once Seller and Buyer agree on a final Removal Plan, Buyer will replace **Exhibit B** and be incorporated herein.