

Zanesville Municipal Court  
William D. Joseph, Judge

ORDINANCE NO. 15-83  
INTRODUCED BY COUNCIL

AN ORDINANCE AUTHORIZING THE APPROPRIATE OFFICIAL TO HIRE A VENDOR  
TO DIGITIZE COURT FILES

WHEREAS, The Zanesville Municipal Court desires to have it's files digitized and after having requested bids from three companies has determined that the lowest and best bid was that of Scan Works, LLC., for \$79,689.00; and

WHEREAS, The Zanesville Municipal Court applied for a grant from the Ohio Supreme Court to receive as much financial assistance as possible for funding the project but was unfortunately not selected to receive grant funds for said project; and

WHEREAS, The Zanesville Municipal Court has sufficient funds in its Special Projects account to fund the project; and

WHEREAS, the digitization project would be an appropriate and permissible project for the use of Special Project funds and therefore the Court desires to proceed with the project utilizing said funds.

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Zanesville, State of Ohio; that

SECTION ONE: The appropriate Official of the Zanesville Municipal Court is hereby authorized to hire Scan Works, LLC. to perform the digitization of the Court files, and to pay for said project utilizing funds from Budget Line No.812-7721-53399.

SECTION TWO: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2015

ATTEST: \_\_\_\_\_  
SUSAN CULBERTSON  
CLERK OF COUNCIL

\_\_\_\_\_  
DANIEL M. VINCENT  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_, 2015

\_\_\_\_\_  
JEFF TILTON  
MAYOR

**THIS LEGISLATION  
APPROVED AS TO FORM**

  
\_\_\_\_\_  
**LAW DIRECTOR'S OFFICE**

**ORDINANCE NO. 15- 84**  
**INTRODUCED BY COUNCIL**

**AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO EXECUTE A DEVELOPMENT AND REAL ESTATE EXCHANGE AGREEMENT AND THE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 0.8349 ACRES, MORE OR LESS, FEE SIMPLE INTEREST FROM 34 SOUTH FOURTH STREET, LLC LOCATED ADJACENT TO AND NORTH OF SOUTH STREET IN EXCHANGE FOR 0.2234 ACRES, MORE OR LESS, FEE SIMPLE INTEREST OWNED BY THE CITY LOCATED ADJACENT TO FOURTH AND SOUTH STREETS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Dutro, Ford, Lincoln, Nissan, LLC (hereinafter "Dutro") is finalizing construction of an economic development project in downtown Zanesville which has involved the acquisition of several properties and the demolition and construction of multiple structures upon it's property; and

**WHEREAS**, As part of its project, "Dutro" desires to acquire certain real property owned by the City of Zanesville consisting of approximately 0.2234 acres of land, known as Muskingum County Auditor's Tax Property Identification Numbers 81-66-02-07-000; 81-66-02-08-000 and 81-66-02-09-000 (the "City Exchange Property") immediately adjacent to their development site, which currently is utilized as an office building, for the use in part by the City's Safety Department for offices, evidence and records storage; and

**WHEREAS**, 34 South Fourth Street, LLC (hereinafter "34 South") is the owner of certain real property consisting of approximately 0.8349 acres of land, known as Muskingum County Auditor's Tax Parcel Identification Numbers 81-65-02-09-000; 81-65-02-10-000 and 81-65-02-11-000 (the "34 South Exchange Property") that is directly across the street from the City's currently owned property, and is suitable to serve as a replacement for the "City Exchange Property"; and

**WHEREAS**, the City, "Dutro", and "34 South" have agreed on a proposal whereby in order that "Dutro" can obtain the property it needs to complete its economic development project and whereby the City can obtain suitable property to replace the property it already owns adjacent to the "Dutro" project, the City will transfer the "City Exchange Property" to "34 South", and "34 South" will transfer the "34 South Exchange Property" to the City as outlined by the terms in the attached Real Estate Exchange Agreement; and

**WHEREAS**, the Parties acknowledge that City requires additional parking and a replacement facility for its Safety Department needs that is substantially larger than the one currently being used and located on the City Exchange Parcels, as well as the fact that the appraised value of the "34 South Exchange Property" is significantly greater than the value of the "City Exchange Property"; and

**WHEREAS**, as there is a need to construct certain improvements upon the "34 South Exchange Property" in order to provide for a swift relocation of City facilities, thus expediting the economic investment into downtown Zanesville, The Zanesville City Council recognizes that it is imperative to enter into the Real Estate Exchange Agreement as soon as is possible so this ordinance should be declared as an emergency measure.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Zanesville, State of Ohio, that:

**SECTION ONE:** The Appropriate City Official is hereby authorized to execute the Development and Real Estate Exchange Agreement in substantially the same form as the one attached hereto as Exhibit A, with changes not inconsistent with this Ordinance or adverse to the City, and to execute all legal documents necessary to carry out the purpose of this Ordinance, which shall be approved by the Law Director.

**SECTION TWO:** For the reasons stated in the preamble hereto, this Ordinance is declared to be an emergency measure. Provided it receives the affirmative vote of six (6) or more members of City Council, this Ordinance shall take effect and be in force immediately upon its passage and approval of the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Ordinance 15-84

**PASSED:** \_\_\_\_\_, 2015

**ATTEST:** \_\_\_\_\_  
SUSAN CULBERTSON,  
Clerk of Council

\_\_\_\_\_  
DANIEL M. VINCENT,  
President of Council

**APPROVED:** \_\_\_\_\_, 2015

**THIS LEGISLATION APPROVED AS TO FORM**

\_\_\_\_\_  
JEFF TILTON,  
Mayor

  
\_\_\_\_\_  
LAW DIRECTOR'S OFFICE

## DEVELOPMENT AND LAND EXCHANGE AGREEMENT

THIS DEVELOPMENT AND LAND EXCHANGE AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015 (hereinafter the "Effective Date"), by and between 34 South Fourth Street, LLC (hereinafter "LLC"), an Ohio Limited Liability Company whose mailing address is 34 South Fourth Street, Zanesville, Ohio 43701 and the City of Zanesville, Ohio, (hereinafter "City"), an Ohio municipal corporation whose mailing address is 401 Market Street, Zanesville, Ohio 43701. The "City" and "LLC" may hereinafter be referred to individually as a "Party", or collectively as the "Parties".

WHEREAS, the "City" is the owner of certain real properties consisting of approximately 0.2234 acres of land, known as Muskingum County Auditor's Tax Property Identification Numbers 81-66-02-07-000; 81-66-02-08-000 and 81-66-02-09-000 (hereinafter the "City Exchange Property") as depicted on Exhibit "A"; and

WHEREAS, the "LLC" is the owner of certain real property consisting of approximately 0.8349 acres of land, known as Muskingum County Auditor's Tax Parcel Identification Numbers 81-65-02-09-000; 81-65-02-10-000 and 81-65-02-11-000 (hereinafter the "LLC Exchange Property"), as depicted on Exhibit "B"; and

WHEREAS, the "LLC" desires to obtain the "City Exchange Property" for use in an economic development project currently being constructed in downtown Zanesville, by Dutro, Ford, Lincoln, Nissan, LLC, (hereinafter "Dutro") with whom it is associated; and

WHEREAS, the "City" desires to obtain the "LLC Exchange Property" for purposes of its public safety department including space for record and evidence storage, offices for evidence technicians and increased parking spaces for the Zanesville Public Safety Center; and

WHEREAS, the Parties each acknowledge that the "LLC Exchange Property" has a higher appraised value than the "City Exchange Property" and that the LLC Exchange Property has a number of parking spots in excess of the current needs of the "City" which are however needed by "Dutro"; and

WHEREAS, the parties acknowledge that in order for the "City Exchange Property" to be utilized by "Dutro" in its economic development project as depicted in Exhibit "C" hereto, it will be necessary to obtain various permits and approvals from City Boards; and

WHEREAS, the parties acknowledge that in order for the "City" to utilize the "LLC Exchange Property" as needed, the "LLC" will need to perform certain improvements upon the property; and

WHEREAS the parties desire by this agreement to set forth the rights, responsibilities, obligations, conditions, terms and requirements of each party necessary to effectuate the exchange of the respective Exchange Properties owned by each.

NOW THEREFORE, in consideration of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the Parties agree to the following:

**ARTICLE I**  
**EXCHANGE OF LAND**

1.01 **Transfer.** The “City” hereby agrees that it shall cause the “City Exchange Property” to be transferred and deeded to the “LLC”, and the “LLC” hereby agrees that it shall cause the “LLC Exchange Property” to be transferred and deeded to the “City” upon the terms and conditions of this Agreement.

1.02 **Contingencies.** This Agreement shall be contingent upon (a) the “LLC” completing construction of the improvements on the “LLC Exchange Property” to the satisfaction of the “City” by August 3, 2015 and; (b) “Dutro” obtaining the requisite City Downtown Design Review Board approval for demolition of the City Exchange Property.

**ARTICLE II**  
**EVIDENCE OF TITLE**

2.01 **Title Examination.** Within fifteen (15) days after the Effective Date, the “LLC” shall obtain at its expense, a letter report ("Letter Report") or an ALTA Commitment for Title Insurance (1966) (the "Title Commitment") issued by a licensed Title Insurance Agency, upon the “LLC Exchange Property”, which Letter Report or Title Commitment shall show all recorded liens and encumbrances affecting the Property, shall include copies of all documents referenced in the Letter Report or Title Commitment, and shall show that it possesses good and marketable title to the “LLC Exchange Property”, free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except Covenants, restrictions, conditions and easements of record acceptable to the “City”. The “LLC” may also obtain at its own expense, a letter report ("Letter Report") or an ALTA Commitment for Title Insurance (1966) (the "Title Commitment") issued by a licensed Title Insurance Agency, upon the “City Exchange Property”, which Letter Report or Title Commitment shall show all recorded liens and encumbrances affecting the Property, shall include copies of all documents referenced in the Letter Report or Title Commitment, and shall show that the “City” possesses good and marketable title to the “City Exchange Property”, free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except Covenants, restrictions, conditions and easements of record acceptable to the “LLC”.

2.02 **Title Insurance.** At the Closing (as hereinafter defined), the “LLC” shall deliver to the “City” title insurance coverage for the “LLC Exchange Property”. The “LLC” may purchase, at its own expense, title insurance coverage for the “City’s Exchange Property”.

2.03 **Title Defects:**

(a) In the event that an examination of either the Title Commitment/Letter Report or LLC Survey discloses any matter adversely affecting title to the "LLC Exchange Property", or if title to the "LLC Exchange Property" is not marketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if the "LLC Exchange Property" is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the LLC Survey (the foregoing collectively referred to as, "LLC Exchange Property Defects"), the "City" shall, within ten (10) days following the later of the "City's" receipt of both the Title Commitment/Letter Report and LLC Survey, provide LLC with written notice of any such Defects to which the "City" is objecting. LLC shall have ten (10) days following receipt of such written notice to cure or remove any such "LLC Exchange Property" Defects to the reasonable satisfaction of the "City".

**ARTICLE III**  
**CLOSING; POSSESSION**

3.01 Closing Date. The property exchange contemplated herein shall be closed through the offices of [REDACTED] Title Agency, or as otherwise decided by the "City" and the "LLC" within thirty (30) days following the substantial completion of the construction improvements on the "LLC Exchange Property", which Closing date may be extended in writing by mutual agreement of the Parties. The Closing shall be at such time as the "City" and the "LLC" may mutually agree upon.

3.02 Possession. The City shall be entitled to possession of the "LLC Exchange Property" on August 4, 2015 following the completion of the construction of improvements to the Facilities on the "LLC Exchange Property" to the satisfaction of the "City" or such other date as the "LLC" and the "City" may agree. The "LLC" shall be entitled to possession of the "City Exchange Property" on August 4, 2015 upon City's vacation of the Facilities on the "City Exchange Property".

3.03 Limited Warranty Deed and Easements. At the Closing, the "City" shall convey to the "LLC" fee simple title to the "City Exchange Property" identified in Exhibit "A", and the "LLC" shall convey to the "City" fee simple title to the "LLC Exchange Property" identified in Exhibit "B", by validly executed, recordable limited warranty deeds, free and clear of all liens and encumbrances, except the Permitted Encumbrances applicable to each Exchange Property and as stated within each instrument.

3.04 Adjustments at Closing. At the Closing, the "City" and the "LLC" shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. The "City" and the "LLC" shall pay to the Muskingum County Treasurer all delinquent real estate taxes, if any, together with penalties and interest thereon, all assessments which are a lien against their respective Exchange Property as of the date of Closing (both current and reassessed, whether due or to become

due and not yet payable), all real estate taxes for years prior to Closing and real estate taxes for the year of Closing, prorated through the date of Closing, applicable to the respective Exchange Property. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), whether or not the same have been certified. The estimated proration of real estate taxes paid by each Party at the Closing shall be final;

(b) LLC's Expenses. The "LLC" shall, at the Closing (unless previously paid), pay the following expenses:

- (i) The cost of furnishing the Title Commitment/Letter Report for the "City Exchange Property", and the premium for any owner's policy of title insurance for the "City Exchange Property" desired by the LLC;
- (ii) The cost of all municipal services and public utility charges (if any) applicable to the "LLC Exchange Property" due through the date of Closing;
- (iii) The cost of recording the limited warranty deed transferring title in the "City Exchange Property" to the "LLC";
- (iv) The fee charged by the Title Insurance for closing the transactions contemplated herein;
- (v) The cost of furnishing the Title Commitment/Letter Report for the "LLC Exchange Property", and the premium for any owner's policy of title insurance for the "LLC Exchange Property" desired by the City; and
- (vi) The cost of recording the limited warranty deed transferring title of the "LLC Exchange Property" to the "City".

(c) City's Expenses. The "City" shall, at the Closing (unless previously paid), pay the following:

- (i.) The cost of all municipal services and public utility charges (if any) applicable to the "City Exchange Property" due through the date of Closing.
- (d) Other Closing Costs. All other closing costs and expenses not herein referenced and not specifically attributable to either Party shall be paid by the "LLC".
- (e) Brokers. Each Party represents and warrants to the other Party that neither Party has dealt with or through any real estate broker or real estate agent that is claiming, or which may be entitled to claim, a commission or fee for services relating to this Agreement.

3.05 Other Documents. The Parties agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party to the Title Insurance Agency at Closing. Such documents shall include, but not be limited to, a settlement statement, affidavits regarding liens, unrecorded matters and possession as may be reasonably requested by the Title Insurance Agency.

**ARTICLE IV**  
**WARRANTIES AND REPRESENTATIONS OF THE PARTIES**

4.01 **Warranties and Representation.** In addition to any other representations or warranties contained in this Agreement, the Parties hereby represent and warrant as follows with respect to the Exchange Property they are conveying to the other Party:

- (a) There are no leases in effect for the “City Exchange Property”;
- (b) There is one lease in effect for the “LLC Exchange Property”;
- (c) The Party is the owner of title to the Property, free and clear of any third-party lien;
- (c) Neither the Party nor any agent, employee or representative of the Party, has received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been disclosed to the other Party or otherwise corrected;
- (d) The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against the Property, under any agreement or other instrument to which the Party is a party or by which the Party might be bound;
- (e) No other person or entity other than the Party currently owns or has any legal or equitable interest in the Property and no other person or entity other than the other Party has or will have any right to acquire the Property, or any portion thereof;
- (f) The execution, delivery and performance by the Party of this Agreement and the performance by the Party of the transactions contemplated hereunder, and the conveyance and delivery by the Party to the other Party of possession and title to the respective Exchange Property have each been duly authorized by such persons or authorities as may be required, and on the date of Closing, the Party shall provide the other Party with certified resolutions, or other instruments, in form satisfactory to the other Party, evidencing such authorization;

(g) Through and until the date of Closing, neither Party shall not enter into any easement, lease or other contract pertaining to the respective Exchange Property without the prior written consent of the other Party;

(h) The Party has not used, generated, discharged, released or stored, and will not use, generate, discharge, release or store, any Hazardous Substances on, in or under the respective Exchange Property, and have received no notice and have no knowledge of the presence in, on or under the respective Exchange Property of any such Hazardous Substances; (ii) to the best of the Party's knowledge, there are no, and will not be, any underground storage tanks at the respective Exchange Property, whether owned by the Party or its predecessors in interest; and (iii) to the best of the Party's knowledge, there are no Hazardous Substances, and will not be, on, in or under the respective Exchange Property. "Hazardous Substances" means all "hazardous substances" (as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. paragraph 9601 et seq. and the regulations promulgated pursuant thereto, as amended); any other toxic or hazardous waste, material or substance as defined under any other federal, state or local law, rule, regulation or ordinance; petroleum products; asbestos and asbestos-containing material; mold; electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; and any other pollutant or environmental contaminant; and

(i) The "City" and the "LLC" are not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

All representations and warranties set forth in this Article IV shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by a Party, the other Party shall so certify the same, in writing, in form reasonably requested by the other Party.

**4.02 Breach of Warranties Prior to Closing.** If, during the pendency of this Agreement, either Party determines that any warranty or representation given to the other Party under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default hereunder. In such event, the Party claiming default may give written notice thereof and shall thereafter have such rights and remedies as may be available as provided herein, at law or in equity, including, but not limited to, the right to terminate this Agreement and receive compensation for damages or to proceed to Closing for the completion of this transaction.

## **ARTICLE V** **DESIGN AND CONSTRUCTION TO THE FACILITIES**

**5.01 General Considerations.** The "LLC" commits to designing and constructing improvements to Facilities on the "LLC Exchange Property", to the satisfaction of and at no cost to the "City".

**5.02 Design and construction of the Facilities.** The Parties will use their best efforts to deliver the Facilities by August 3, 2015.

- (a) The “LLC” covenants and agrees:
- (1) To hire and manage the design and construction of the Facilities.
  - (2) To timely share the design and construction of the Facilities with the City for input and approval. Specifically, the “City” shall have the right to review and approve the construction specifications making sure the specifications are suitable for the “City's” intended use of the “LLC Exchange Property”.
  - (3) To exercise or cause to be exercised its normal oversight for construction projects it performs. The “LLC” warrants that the Work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one year after final written acceptance of the Work by the “City”.
  - (4) To make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions hereafter delivered, and do all other things which may be necessary or advisable for the design and construction of the Facilities, all in conformity with all applicable governmental laws, rules and regulations.
  - (5) Pursuant to the provisions of this Agreement, to provide for the payment of all fees, costs and expenses incurred in the design and building of the Facilities; and
  - (6) To allow the “City” access to the “LLC Exchange Property” upon 24-hours' advance notice following the effective date of this agreement and access to the property with or without notice at all times once the Work commences.
- (b) The City covenants and agrees:
- (1) To review and provide written approval of the scope, schedule, budgets and design documents associated with the Facilities within ten (10) days of submission;
  - (2) Upon completion of the construction, LLC shall request a final inspection by appropriate Building Official. If there are items included in the project design and construction that must be completed or remedied by the “LLC”, as reasonably agreed to by “LLC” and the “City”, the “LLC” shall perform the work within a reasonable time upon being provided with written notice of the same by the “LLC” that identifies the items that remain to be completed. Final completion shall be deemed to have occurred when all work included in the scope of work has passed final inspection by the third party

inspector; and a final accounting of the cost of the work has been provided to the "City" by the "LLC".

**ARTICLE VI**  
**NOTICES**

**6.01 Notices.** Notice from one Party to another relating to this Agreement shall be deemed effective if made in writing and delivered to the recipient's address set forth below by any of the following means: (i) hand delivery, (ii) registered or certified U.S. mail, postage prepaid, with return receipt requested, or (iii) Federal Express, UPS, or like overnight courier service. Notice made in accordance with this Section 5.01 shall be deemed delivered when delivered by hand, upon receipt or refusal of receipt if mailed by registered or certified U.S. mail, or the next business day after deposit with an overnight courier service if delivered for next day delivery. The Parties agree that electronic mail shall not constitute a permitted form of notice under this Section 5.01. All notices shall be addressed as follows:

(a) If intended for LLC to:

34 South Fourth Street, LLC  
34 South Fourth Street  
Zanesville, Ohio 43701

(b) If intended for the City to:

City of Zanesville  
401 Market Street  
Zanesville, Ohio 43701  
Attn: Jeff Tilton, Mayor

With a copy to:

Fred Buck, Safety Director  
City of Zanesville  
401 Market Street  
Zanesville, Ohio 43701

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

**ARTICLE VII**  
**MISCELLANEOUS**  
**PROVISIONS**

**7.01 Survival.** The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder.

**7.02 Governing Law.** This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts of Muskingum County, Ohio.

**7.03 Entire Agreement.** This Agreement constitutes the entire contract between the Parties hereto, and may not be modified except by an instrument in writing signed by both Parties, and this Agreement supersedes all previous agreements, written or oral, if any, between the Parties.

**7.04 Time of Essence.** Time is of the essence of this Agreement in all respects.

**7.05 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns.

**7.06 Invalidity.** In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

**7.07 Waiver.** No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the Party making the waiver.

**7.08 Headings.** The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

**7.09 Parking Spaces –** Upon conclusion of the transfer of the “LLC Exchange Property” to the “City”, the “City” will designate not less than 28 parking spaces in the southern most portion of the parking lot for the sole use of “Dutro”, for employee parking, as illustrated as Parking Spaces number 1-28 in Exhibit “D”. This designation will be valid during the hours of 6:00 a.m. to 6:30 p.m., Monday through Friday except Holidays. The term of this designation shall begin on the date the City takes possession of the property, and end 24 months later. This provision is assignable by “Dutro” to a third party, subject to City approval, which shall not be reasonably withheld. The “City” acknowledges and agrees to place numbers or other individually identifying information on each individual parking space that is reserved for employee parking.

The Parties have hereunto subscribed their names on the day and year first aforesaid.

**CITY OF ZANESVILLE**

**34 SOUTH FOURTH STREET, LLC**

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
                    Jeff Tilton, Mayor

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

**Approved to Form:**

City of Zanesville Law Director:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**DEVELOPMENT AND LAND EXCHANGE  
AGREEMENT**

**EXHIBIT "A"**

[Print](#) | [Back](#)

Exhibit A

### Muskingum County GIS



Notes