

MEMORANDUM

TO: Dublin City Council
Marsha I. Grigsby, City Manager
Paul Hammersmith, City Engineer

FROM: Philip K. Hartmann, Esq.

DATE: October 24, 2013

RE: Ordinance No. 83-13
Brand Road Multi Use Path Project
Robin R. Campbell

PROJECT BACKGROUND:

The City of Dublin ("City") is preparing to construct a multi-use path along Brand Road (the "Project"). The City, while obtaining property interests from various landowners to construct the path, also is converting any Present Road Occupied (A.K.A. Roadway Easement) to a fee simple interest in the City's name.

One of the landowners for which the City desires to convert a roadway easement into a fee simple interest is Robin R. Campbell (the "Grantor"). This property has a commonly known address of 5565 Brand Road, Dublin, OH 43017. The City has reached an amicable resolution with the Grantor, and this Resolution authorizes the settlement of the matter for One Thousand Five Hundred Dollars (\$1,500). This money will be used by the landowner to create a landscaping buffer between the landowner's home and the newly constructed path.

PROPERTY TO BE ACQUIRED:

The acquisition consists of the following property interests, as depicted in the map attached hereto:

Franklin County Parcel No. 273-0002475

Parcel – WD PRO (Fee Simple)	0.138 acres
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RECOMMENDATION:

The Law Department recommends approval of Ordinance No. 83-13 at the second reading/public hearing on November 4, 2013 to continue moving the Project forward.

RECORD OF ORDINANCES

Ordinance No. **83-13**

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 0.138 ACRES, MORE OR LESS, FEE SIMPLE INTEREST FROM ROBIN R. CAMPBELL

WHEREAS, the City of Dublin is preparing to construct the Brand Road Multi-Use Path Project; and

WHEREAS, said project requires that the City obtain 0.138 acres, more or less, in fee simple consisting of Present Road Occupied within Franklin County Parcel No. 273-002475 owned by Robin R. Campbell, the Grantor of said property interests more fully described in Exhibit "A" and depicted in Exhibit "B" attached hereto; and

WHEREAS, the City and the Grantor participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary property interests for the sum of One Thousand Five Hundred Dollars (\$1,500.00); and

WHEREAS, the City desires to execute necessary conveyance documentation to complete the transaction between the City and the Grantor.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute, in the name and on behalf of the City, the REPA in substantially the form as attached Exhibit "C" and all necessary conveyance documentation to acquire an approximate 0.138 acres, more or less from Robin R. Campbell, for the sum of One Thousand Five Hundred Dollars (\$1,500), said property interests located within Franklin County Parcel No. 273-002475. The REPA is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager on behalf of the City, all of which shall be conclusively evidenced by the signing of the REPA or amendments thereto.

Section 2. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Passed this _____ day of _____, 2013.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

EXHIBIT A

Page 1 of 1
CIP 11-022-CIP
PARCEL 13-WD
PROJECT BRAND SUP
Version Date 12/10/12

**PARCEL 13-WD
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS**

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Virginia Military Survey Number 3010, being a part of a 1.119 acre tract in the name of Robin R. Campbell, as recorded in Instrument No. 200012280261639 and also Official Record Volume 16780, Page A08, all records are referenced to the Franklin County Recorder's Office, and being more particularly described as follows:

Beginning, for reference, at a railroad spike (found) at the intersection of the centerline of Brand Road and the easterly line of Virginia Military Survey No. 3010, also being the northeasterly corner of a 0.867 acre tract in the name of Michael L. & Susan K. Eger, as recorded in Official Record Volume 8642, Page F15 & Official Record Volume 8642, Page F18;

Thence, North 47°13'45" West, a distance of 100.97 feet, along the centerline of Brand Road, to a magnail (set) at the northwesterly corner of said 0.867 acre tract, and the **True Place of Beginning** for the parcel herein described:

Thence, South 42°46'15" West, a distance of 40.00 feet, along the westerly property line of said 0.867 acre tract, to an iron pipe (set) on the southerly existing highway easement for Brand Road;

Thence, North 47°13'45" West, a distance of 150.00 feet, leaving said property line, being parallel with and 40.00 feet perpendicular to the centerline of Brand Road, to an iron pipe (set) on the easterly property line of a 26.292 acre tract in the name of the City of Dublin, as recorded in Official Record Volume 10664, Page I03 and Instrument No. 201109290123708;

Thence, North 42°46'15" East, a distance of 40.00 feet, along the easterly property line of said 26.292 acre tract to a magnail (set) at the northeasterly corner of said 26.292 acre tract, in the centerline of Brand Road;

Thence, South 47°13'45" East, a distance of 150.00 feet, along the centerline of Brand Road, to the **True Place of Beginning**, containing 0.138 acres more or less, of which 0.138 acres is in the Present Roadway Occupied (P.R.O.).

Iron Pipes set are 3/4 inch inside diameter iron pipes, 30 inches long, with a yellow cap stamped "W.E. STILSON".

The bearings for this description are based on the bearing between Franklin County Engineer's stations "MCNEAL" and "FCGS 6648" being South 15°07'52" East, as measured using GPS methods and the Ohio State Plane Coordinate System, South Zone, NAD 83 (1986 Adjustment).

I hereby certify this description was written by using measurements obtained by an actual field survey conducted under my direct supervision.


John Jeffrey Raab, Ohio Registered Surveyor No 7863 Date 12/10/12

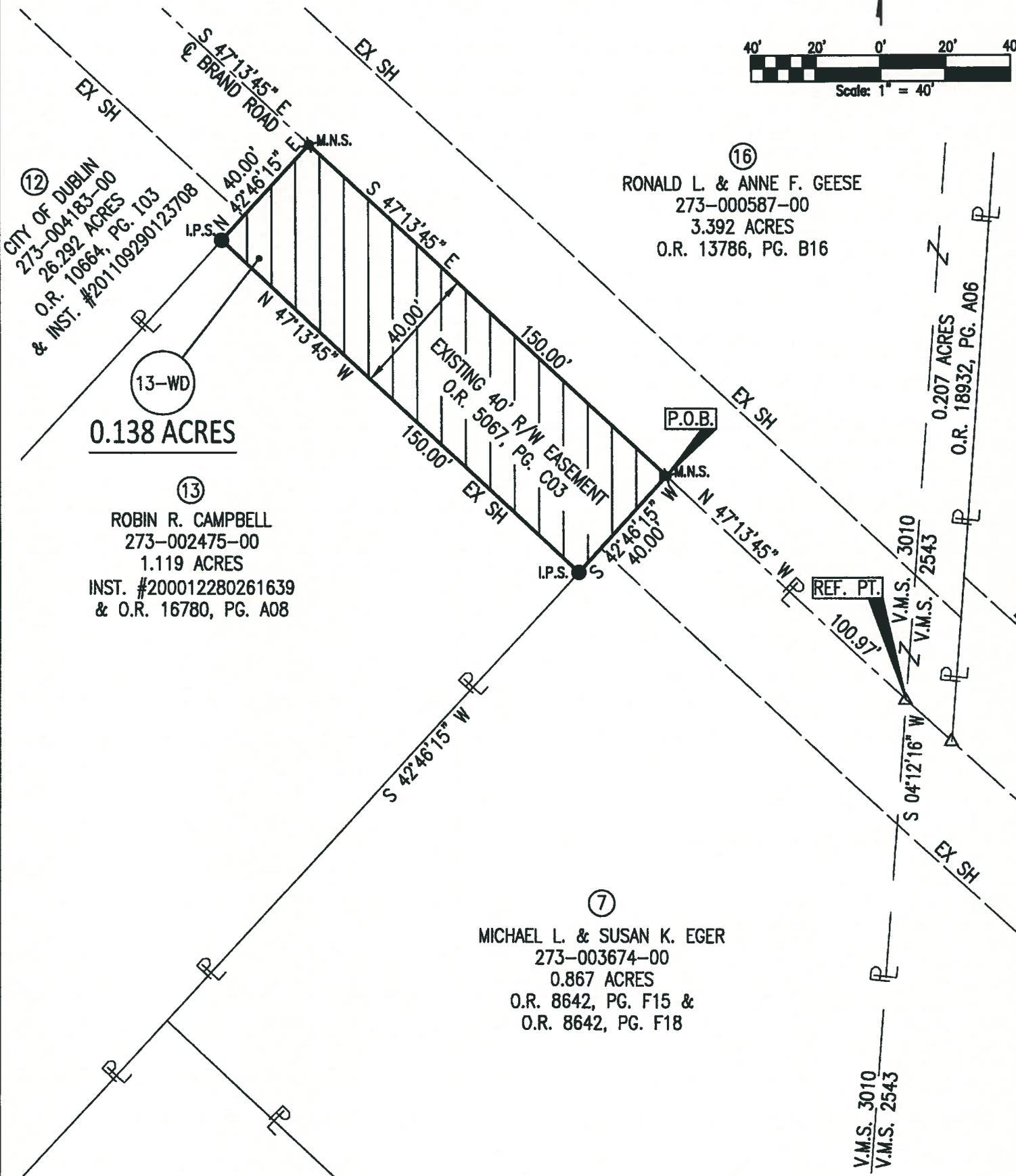
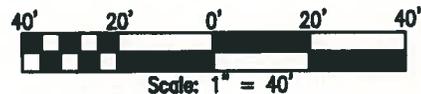
Prepared by: W.E. Stilson Consulting Group, LLC.
Job No.: 111013.00
(Auditor's Parcel No. 273-002475-00)

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: 
DATE: 12-14-2012



0-107-E
SPLIT
0-138 AC
OUT OF
(273)
002475

EXHIBIT B
PARCEL 13-WD
BRAND ROAD SHARED-USE PATH
 CITY OF DUBLIN, FRANKLIN COUNTY, OHIO
 V.M.S. 3010



⑫
 CITY OF DUBLIN
 273-004183-00
 26.292 ACRES
 & INST. #201109290123708

⑬-WD
0.138 ACRES

⑬
 ROBIN R. CAMPBELL
 273-002475-00
 1.119 ACRES
 INST. #200012280261639
 & O.R. 16780, PG. A08

⑯
 RONALD L. & ANNE F. GEESE
 273-000587-00
 3.392 ACRES
 O.R. 13786, PG. B16

⑰
 MICHAEL L. & SUSAN K. EGER
 273-003674-00
 0.867 ACRES
 O.R. 8642, PG. F15 &
 O.R. 8642, PG. F18

- LEGEND:**
- △ RAILROAD SPIKE FOUND
 - I.P.S. 3/4" I.D. PIPE SET W/CAP STAMPED "W.E. STILSON"
 - ⊠ M.N.S. MAGNAIL SET



Pride in the Details. Passion in our People.
 355 E. CAMPUS VIEW BLVD
 COLUMBUS, OH 43235
 (614) 847-4670



BASIS OF BEARINGS:
 THE BEARINGS FOR THIS SURVEY ARE BASED ON THE BEARING BETWEEN FRANKLIN COUNTY ENGINEER'S STATIONS "MCNEAL" AND "FCGS 6648" BEING S 15°07'52" E, AS MEASURED USING GPS METHODS AND THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83 (1986 ADJUSTMENT).

John Jeffrey Raab 12/10/12
 JOHN JEFFREY RAAB, P.S. 7863 DATE

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

This Contract For Sale and Purchase of Real Property (this "Agreement") is by and between the between the City of Dublin, Ohio, an Ohio municipal corporation (hereinafter referred to as the "Purchaser"), having an office at 5200 Emerald Parkway, Dublin, Ohio 43017-1006, and Robin R. Campbell (referred to as "Seller"), with an address of 5565 Brand Road, Dublin, Ohio 43017. Purchaser and Seller are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, Purchaser is constructing a roundabout and multi-use path improvements at and around the intersection of Brand and Coffman Road which necessitate the acquisition of certain property from Seller to be held by Purchaser in fee and encumbered with a right of way easement (AKA Present Road Occupied) (the "Property") described in the attached Exhibit A and depicted in Exhibit B; and

WHEREAS, Purchaser agrees to purchase the Property and Seller agrees to sell the Property to Purchaser pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, the Parties agree as follows:

Provisions

1. Price and Consideration

Purchaser shall pay to Seller the sum of One Thousand Five Hundred Dollars (\$1,500.00), which sum shall constitute the entire amount of compensation due Seller for: (a) the real property described in the attached Exhibit A and depicted in Exhibit B which includes acquisition of property in fee; (b) any and all damages to any residual lands of Seller; and (c) Seller's covenants set forth herein.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. The proration shall be final and calculated as follows:

- a. The City is acquiring 0.138 acres in fee.
- b. The parcel is assessed at 1.120 acre and the purchased real property is 12.32% of the total parcel and real estate taxes assessed for land value,
- c. 12.32% of \$64,800 (the accessed land value)= \$5,259.74 taxes attributed to PRO
- d. \$5,259.74 taxes attributed to PRO divided by the total assessed value of \$142,000 (\$5,259.74/\$142,400)= 3.39% of the annual taxes paid on the property;
- e. 3.37% is the percentage of real estate taxes paid yearly attributed to the Purchaser's acquisition (3.3% * 4014.78 annual taxes)= \$148.29;

f. \$148.29 prorated share is $(\$148.29/(\text{days left in 2013 after closing}))$.

2. Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A and depicted in Exhibit B. If the rights, titles and estates described in Exhibit A and depicted in Exhibit B constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A and depicted in Exhibit B.

4. Warranty of Title

Seller shall, and hereby does, warrant that the properties described in Exhibit A and depicted in Exhibit B are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

5. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A and depicted in Exhibit B, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A and depicted in Exhibit B, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

6. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A and depicted in Exhibit B. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

7. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an offer to sell by Seller that shall remain open for acceptance by Purchaser for a period of sixty (60) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of twenty days, this Agreement shall constitute and be a valid Contract For Sale and Purchase of Real Property that is binding upon the Parties.

8. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than thirty (30) days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the Parties executes this Agreement.

9. Binding Agreement

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

10. Multiple Originals

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

11. Entire Agreement

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

12. Amendments and Modifications

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

13. Governing Law

This Agreement shall be governed by the laws of the State of Ohio, and the venue for any claim relating to said Agreement shall be an applicable Court in Franklin County, Ohio.

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

PURCHASER

THE CITY OF DUBLIN, OHIO

Marsha I. Grigsby, City Manager

STATE OF OHIO :
: ss.
COUNTY OF _____ :

BE IT REMEMBERED, that on this ___ day of _____, 2013, before me, the subscriber, a Notary Public in and for said state, personally appeared Marsha I. Grigsby, City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, the Purchaser in the foregoing Agreement, and acknowledged the signing thereof to be his/her voluntary act and deed for and on behalf of the City of Dublin, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

SELLER:

By: _____
Robin R. Campbell

STATE OF OHIO :
: ss.
COUNTY OF _____ :

BE IT REMEMBERED, that on this ___ day of _____, 2013, before me, the subscriber, a Notary Public in and for said state, personally appeared Robin R. Campbell, the Seller in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Notary Public

EXHIBIT A
LEGAL DESCRIPTIONS

EXHIBIT B
SURVEYS

COLLibrary 0127219.0608226 505312v1