Frost Brown Todd LLC
ATTORNEYS

MEMORANDUM

TO: Dublin City Council
Marsha Grigsby, City Manager
Dana McDaniel, Director of Economic Development

FROM: Terry D. Foegler, Director of Strategic Initiatives/Special Projects
Philip K. Hartmann, Assistant Law Director

DATE: February 20, 2014

RE: Ord. 11-14 - Real Estate Acquisition for Right of Way and Greenway
Byers Property
Casto Development

I. PROJECT BACKGROUND:

On November 25, 2013, Commercial Site Acquisitions, Inc., an Ohio corporation wholly owned by Casto Communities Management Inc. ("Casto") entered into a Real Estate Purchase and Sale Agreement (the "Agreement") with Byers Realty LLC ("Byers") for 10 acres, more or less, owned by Byers and located to the northwest of the intersection of Village Parkway and Cooper Drive in the City of Dublin (the "Property") for Four Million Six Hundred Thousand Dollars ($4,600,000). (See Exhibit "A.") The City and Casto entered into talks regarding the City's potential interest in purchasing the Property, because the City's Community Plan and Thoroughfare Plan anticipate a future roadway (i.e. John Shields Parkway) on the center portion of the Property. John Shields Parkway is an important east-west roadway within the Bridge Street District, eventually replacing Tuller Road's full service intersection with Riverside Drive. The City hired an appraisal firm to complete an independent appraisal of the Property. The appraised value of the Property is more than ten percent (10%) higher than the Agreement purchase price.

Ordinance 11-14 authorizes the City Manager to enter into an Assignment of the Agreement ("Assignment") allowing the City to accept an assignment of Casto's rights and obligations, and to purchase the property from Byers under the same terms and conditions. The City has reviewed all of the terms and conditions of this agreement and finds them to be acceptable. In the Assignment, the City additionally agrees to pay Casto an assignment fee in the sum of Fifty Thousand ($50,000) at closing for its extensive negotiations and the preparation of the Agreement. Although Casto is actively pursuing the development of adjacent properties to the north and east of the Property (Tuller Flats), the Assignment is not dependent upon the City's approval of, or participation in the Tuller Flats development. The Agreement provides Casto up

to thirty-six (36) months to purchase back the portion of the Property remaining to the north of John Shields Parkway right of way at the current predetermined fair market value ($300,000/acre) or an updated independent appraised value performed nearer to the time of purchase. This acquisition facilitates the implementation of the City's Community and Thoroughfare Plans for the Bridge Street District, and is intended to be used for the extension of John Shields Parkway and its adjacent greenway.

II. ACTION TO BE AUTHORIZED BY ORDINANCE:

Ordinance No. 11-14 would allow the City Manager to execute all necessary conveyance documentation to formally acquire the aforementioned property interests.

III. RECOMMENDATION:

Staff recommends approval of Ordinance No. 11-14 at the second reading/public hearing on March 10, 2014 as the acquisition of the Property allows the City to build and extend John Shields Parkway and avoid the use of eminent domain.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc. Form No. 30043

Ordinance No. 11-14 *Passed* _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE ASSIGNMENT, REAL PROPERTY NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 10.00 ACRES, MORE OR LESS, FEE SIMPLE INTEREST LOCATED EAST OF VILLAGE PARKWAY AND SOUTH OF TULLER ROAD FROM COMMERCIAL SITE ACQUISITIONS, INC. ("CASTO") FOR PARKLAND AND RIGHT OF WAY.

WHEREAS, Casto has executed a real property purchase and sale agreement ("Byers Contract") with Byers Realty LLC, an Ohio limited liability company ("Byers"), pursuant to which Casto has agreed to purchase from Byers and Byers has agreed to sell to Casto certain real property owned by Byers (the "Property"); and

WHEREAS, Casto Communities Management, Inc. is in contract to purchase certain real estate from the Thomas Family Trust that is located to the south of Tuller Road and to the east of Riverside Drive (the "*Thomas Parcel*"); and

WHEREAS, Casto desires to develop a multi-family residential development on the Thomas Parcel consisting of 392 apartment units within 30 three-story apartment buildings, a clubhouse/community center, and associated streets and open spaces on approximately 17 acres; and

WHEREAS, Dublin previously has adopted the Community Plan including the area known as the Bridge Street District for the purpose of setting forth the long-term vision and recommendations for development and/or redevelopment of real property within that area of the municipality; and

WHEREAS, the Property is located within the area known as the Bridge Street District; and

WHEREAS, the City's Community and Thoroughfare Plans recommend that John Shields Parkway should be constructed through the Property and other real property in order to provide an important east-west public street through the northeast area of the Bridge Street District; and

WHEREAS, in order to facilitate the construction of the Public Improvement through the Property and to allow Dublin to obtain a necessary portion of the Property for the construction and operation of the Public Improvement, Casto desires to assign to Dublin and Dublin desires to assume from Casto all of Casto's rights and obligations under the Byers Contract; and

WHEREAS, if Dublin closes on the acquisition of the Property, Casto desires the right to purchase from Dublin and Dublin desires to sell and convey to Casto a portion of the Property, which is located to the north of and adjacent to the Public Improvement ("*Development Parcel*") once the final alignment of the Public Improvement is established for the purpose of allowing Casto to pursue the development of uses consistent with the Bridge Street District on the Development Parcel.

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 all necessary conveyance documentation, including but not limited to, the assignment and real property purchase and sale agreement, including the provisions allowing Casto to repurchase the unused northern portion of the Property in substantially the same form as the ones attached hereto as Exhibit "B," with changes not inconsistent with this Ordinance, not substantially adverse to the City and which shall be approved by the City Manager and Finance Director to acquire the combined 10.00 acres, more or less, in fee simple, as depicted in the attached Exhibit "A." The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

RECORD OF ORDINANCES

Section 2. Byers shall be compensated for the aforementioned property interests in the amount of Four Million Six Hundred Thousand Dollars ($4,600,000.00) for the Premises and an assignment fee of Fifty Thousand Dollars ($50,000) to Casto for negotiating the terms of the Byers Agreement.

Section 3. This ordinance shall take effect upon the earliest date permitted by law.

Passed this _____ day of _____, 2014.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

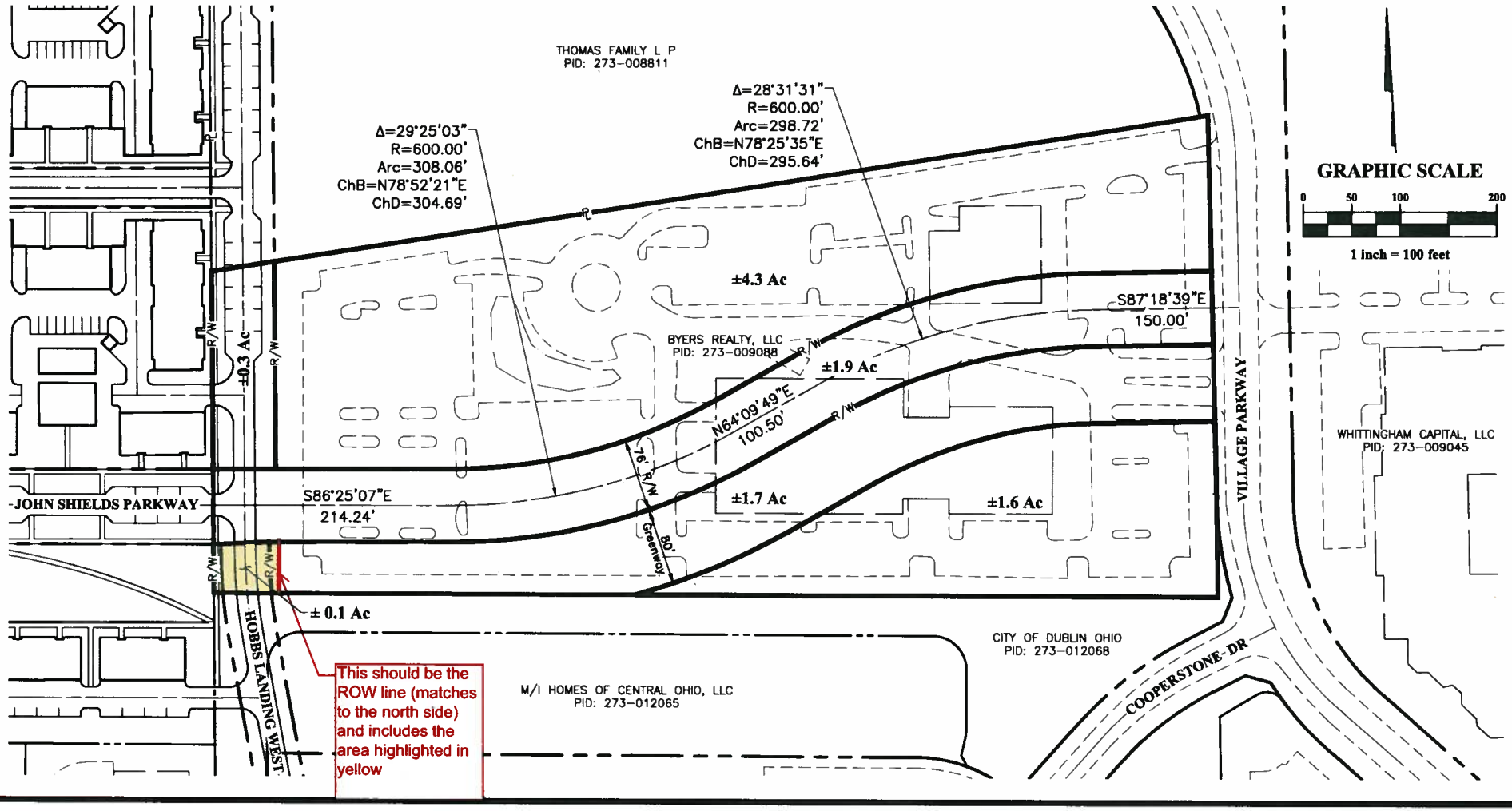
CITY OF COLUMBUS, FRANKLIN COUNTY, OHIO
BYERS PROPERTY EXHIBIT
FOR

TULLER ROAD SITE

DATE: November 25, 2013

SCALE: 1" = 100'

JOB NO.: 2013-1546



J:\20131546\Dwg\04Sheets\Exhibits\2013-11-25 Byers Property Exhibit.dwg Last Saved By: nventresca, 11/25/2013 1:27 PM Last Printed By: Ventresca, Nick, 11/25/2013 1:55 PM (No Xrefs)

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "*Agreement*") is made and entered into as of the last date of signature by a party below (the "*Effective Date*"), by and between the CITY OF DUBLIN, OHIO, a municipal corporation ("*Dublin*"), and COMMERCIAL SITE ACQUISITIONS, INC., an Ohio corporation ("*CSI*"), under the circumstances summarized in the following recitals. Dublin and CSI hereinafter may be referred to individually as a "*Party*" or together as the "*Parties*."

RECITALS:

WHEREAS, Casto Communities Management, Inc. is in contract to purchase certain real estate from the Thomas Family Trust that is located to the south of Tuller Road and to the east of Riverside Drive (the "*Thomas Parcel*");

WHEREAS, CSI and/or Casto desire to develop a multi-family residential development on the Thomas Parcel consisting of 392 apartment units within 30 three-story apartment buildings, a clubhouse/community center, and associated streets and open spaces on approximately 17 acres; and

WHEREAS, CSI has executed a real estate purchase and sale agreement *("Byers Contract")* with Byers Realty LLC, an Ohio limited liability company ("*Byers*"), pursuant to which CSI has agreed to purchase from Byers and Byers has agreed to sell to CSI certain real property owned by Byers *(the "Property")*; and

WHEREAS, Dublin previously has adopted the Community Plan and the Bridge Street District (*the "Bridge Street District*") for the purpose of setting forth the long-term vision and recommendations for development and/or redevelopment of real property within an area of the municipality identified in the Bridge Street District as the Bridge Street Corridor; and

WHEREAS, the Property is located within the boundaries of the Bridge Street Corridor; and

WHEREAS, the Bridge Street District recommends that John Shields Parkway should be constructed through the Property and other real property in order to provide an east-west public street through the northeast area of the Bridge Street District *("Right of Way Improvement")*; and

WHEREAS, in order to facilitate the construction of the Right of Way Improvement through the Property and to allow Dublin to obtain a necessary portion of the Property for the construction and operation of the Right of Way Improvement, CSI desires to assign to Dublin and Dublin desires to assume from CSI all of CSI's rights and obligations under the Byers Contract; and

WHEREAS, if Dublin closes on the acquisition of the Property, CSI desires to purchase from Dublin and Dublin desires to sell and convey to CSI a portion of the Property which is located to the north of and adjacent to the Right of Way Improvement ("*Development Parcel*") once the final alignment of the Right of Way Improvement is established and within a period of time more specifically set forth herein, for the purpose of allowing CSI to develop uses consistent with the Bridge Street Corridor Plan on the Development Parcel; and

WHEREAS, Dublin has determined that the transactions contemplated by this Agreement will benefit the Dublin's economy, further the recommendations and vision of the Bridge Street District, and enhance the health, safety, and welfare of its residents; and

WHEREAS, Dublin, by passage of Dublin City Council Ordinance No. 11-14 on _____, 2014 (the "*Authorizing Ordinance*"), has determined that it is in the best interests of Dublin to execute this Agreement and to consummate the transactions contemplated herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Use of Defined Terms**. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2 **Definitions**. As used herein:

"*Bridge Street Code*" means Sections 153.057 through 157.066 of the City Code, which contains zoning regulations that apply to real property located within the Bridge Street Corridor.

"*Bridge Street Corridor*" means certain real property located within the corporate boundaries of Dublin and identified as being part of the Bridge Street Corridor in the Bridge Street District.

"*Byers Closing*" shall mean the consummation of the sale and conveyance of the Property by Byers to Dublin.

"*Byers Contract*" shall mean the real estate purchase and sales agreement between Byers and CSI wherein CSI has agreed to purchase the Property from Byers.

"*City Code*" means the Codified Ordinances of the City of Dublin, Ohio.

"*City Council*" means the City Council of Dublin.

"*City Manager*" means the City Manager of Dublin.

"*Closing*" shall mean the consummation of the sale and conveyance of the Development Parcel by Dublin to CSI.

"*Closing Date*" means the date on which the Closing occurs, which shall be on a date that is identified and mutually agreed to by the Parties that in no event shall be later than thirty-six (36) full calendar months following the date when Dublin closes on the purchase of the Property.

"*Commitment*" means a commitment for title insurance from the Title Company setting forth the status of title to the Development Parcel accompanied by copies of all instruments of record referred to therein.

"*Deed*" means a limited warranty deed to be delivered by Dublin to CSI at the Closing in order to convey ownership of the Development Parcel to CSI, in a form that is agreed upon by the parties prior to Closing.

"*Development Parcel*" means that portion of the Property that is located to the north of and adjacent to the future public right-of-way of John Shields Parkway as generally depicted on **Exhibit B** attached hereto and incorporated herein by reference. The final acreage of the Development Parcel shall be determined by the Survey.

"*Due Diligence Period*" means that period of time beginning on the first date when Dublin has ownership of the Development Parcel and ending on the date that is fifteen (15) days prior to the Closing Date.

"*Hazardous Substances*" means hazardous materials or substances as defined in all applicable provisions of any federal regulations, amendments, updates or superseding legislation to or for the Environmental Protection Act, the Resource Conservation and Recovery Act, the

Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, or the regulations promulgated thereunder, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous substances, hydrocarbons, hazardous materials, toxic substances or hazardous wastes as defined from time to time in any other federal, state and local laws or the regulations promulgated thereunder applicable to the Property including, but not limited to, any asbestos insulation or other materials composed of or containing asbestos.

"*Improvements*" means buildings and structures, parking areas, loading areas, fences, walls, lighting, landscaping, exterior signs, and other improvements of any kind which are located on the Development Parcel.

"*Intended Use*" means multi-family residential and associated accessory uses, as well as any other uses which may be approved for the Development Parcel, as permitted under the Bridge Street Code, subject to any deviations from the Bridge Street Code or variances from the City Code which may be granted by Dublin in accordance with relevant procedures. Nothing herein shall be read to restrict the operation of any uses on the Development Parcel that are permitted under the Bridge Street Code and/or City Code.

"*Notice Address*" means:

As to Dublin: City of Dublin, Ohio
Attn: City Manager
5200 Emerald Parkway
Dublin, Ohio 43017

Copy to: Stephen J. Smith, Sr.
City of Dublin Law Director
Frost Brown Todd LLC
One Columbus, Suite 2300
10 W. Broad Street
Columbus, Ohio 43215

As to CSI: CSI Communities Management, Inc.
Attn: Brent Sobczak
250 Civic Center Drive, Suite 500
Columbus, Ohio 43215
BSobczak@CSIinfo.com

Copy to: Aaron L. Underhill, Esq.
Underhill Law Office LLC
8000 Walton Parkway, Suite 212
New Albany, Ohio 43054
aaron@underhillesq.com

or such other address as the Parties may hereinafter designate by written notice to other.

"*Outside Closing Date*" means the latest possible Closing Date as permitted under this Agreement.

"*Owner's Policy*" means an Owner's Policy of Title Insurance (ALTA Owners Form-2006) in the amount of the Purchase Price, issued pursuant to the Commitment.

"*Property*" shall mean that certain real property consisting of 10.0± acres known as Franklin County Auditor Tax Parcel Number 273-009088, generally located to the northwest of the intersection of Village Parkway and Cooperstone Drive in the City of Dublin, County of Franklin, and State of Ohio, as generally depicted in **Exhibit A** attached hereto and incorporated herein by reference.

"*Purchase Price*" means either: (1) the sum of money equal to the product of (a) Three Hundred Thousand and No/100 Dollars ($300,000), and (b) the number of acres remaining to the north of the public improvement to be known as John Shields Parkway that are not needed for public use, or (2) to an amount lesser than the sum in (1) that is supported by an appraisal report to be obtained by CSI (at its sole cost and expense) and delivered to Dublin at least thirty (30) days prior to the Closing Date and which is prepared in anticipation of the purchase and agreed to by the Parties in consideration for the purchase of the Development Parcel, as detailed in Section 3.2 below.

"*Survey*" means a current survey of the Development Parcel, net of the right-of-way for John Shields Parkway, created in accordance with current American Land Title

Association/American Congress on Surveying & Mapping (ALTA/ACSM) standards, to be prepared by a surveyor registered in the State of Ohio as chosen by CSI.

"*Title Company*" means Stewart Title Company, 259 W. Schrock Road, Westerville, Ohio 43081.

ARTICLE II
ASSIGNMENT AND ASSUMPTION OF CONTRACT

Section 2.1 **Statement of Intent.** CSI is a party to the Byers Contract, attached hereto and incorporated herein as **Exhibit C** and dated December 2, 2013, pursuant to which CSI has agreed to purchase the Property from Byers and Byers has agreed to sell the Property to CSI in accordance with the terms set forth therein. In order to further the objectives of the Bridge Street District including, without limitation, the future construction and/or installation of both the public thoroughfare to be known as John Shields Parkway and associated greenway and the facilitation of the development of adjacent real property, Dublin desires to purchase the Property. CSI desires to provide Dublin with the right to purchase the Property by assigning all of its rights and obligations under the Byers Contract to Dublin.

Section 2.2 **Assignment Price.** Dublin agrees to pay to CSI, within ten (10) days following the Effective Date, an assignment price in exchange for the assignment of CSI's rights under the Byers Contract in the amount of Fifty Thousand Dollars ($50,000.00) ("Assignment Price"). In addition, within this same timeframe Dublin agrees to reimburse CSI for the following actual expenses incurred by CSI relating to the Byers Contract: Twenty Five Thousand Dollars ($25,000.00) for the earnest money deposit made by CSI pursuant to the Byers Contract, Seven Thousand Five Hundred Dollars ($7,500.00) for the costs of a survey of the Byers Property, and Two Thousand Nine Hundred Seventy-Five Dollars ($2,975.00) in legal fees relating to the negotiation, drafting, and review of documents relating to the Byers Contract.

Section 2.3 **Assignment and Assumption.** CSI hereby assigns, transfers, and conveys unto Dublin all of CSI's rights, duties, and obligations under the Byers Contract pursuant to Section 18(d) of the Byers Contract. Dublin hereby assumes all of CSI's rights, duties, and obligations under the Byers Contract. As of the Effective Date, CSI shall have no

further rights, duties, and/or obligations under the Byers Contract, it being acknowledged by CSI and Dublin that all such rights, duties, and obligations shall benefit and burden Dublin. CSI shall remain responsible and shall indemnify and hold Dublin harmless for all claims, injuries, damages, or losses of any sort that are the result of CSI's actions under the Byers Contract before the Effective Date or any claim relating to the Byers Contract not being assignable to Dublin. To the extent that such items are in its possession, within five (5) business days following the Effective Date CSI shall deliver all surveys, title reports, environmental studies, and other documents concerning the Property that are contained within its records. CSI shall be permitted to keep copies of such information for use in developing any real property that it owns or in the future may own in the vicinity of the Property. Notwithstanding the foregoing, for the purposes of this Agreement CSI shall not be required to deliver any documents to Dublin containing CSI's proprietary information, financial analyses, or other work product that it does not desire to become of public record in its reasonable discretion.

Section 2.4 **Diligent Pursuit of Closing.** Dublin, by its acceptance of the rights, duties, and obligations of CSI under the Byers Contract, agrees to diligently and in good faith take all actions that are necessary in order to consummate the Byers Closing in accordance with the terms of the Byers Contract. Dublin shall have the right to conduct title, physical due diligence, and other investigations of the Property in accordance with the terms of the Byers Contract, and shall make reasonable good faith efforts to resolve or have Byers resolve any objectionable matters that may cause Dublin to fail to consummate the Byers Closing. Dublin shall not, without the prior written consent of CSI (to be given or withheld in its sole discretion), close on its purchase of the Property on a date that is any later than the latest possible closing date for the purchase of the Property that is contemplated under the Byers Contract as it exists on the Effective Date. Nothing in this paragraph shall be construed to require the Dublin to perform or act beyond the terms of the Byers Contract.

Section 2.5 **Broker.** Dublin, to the extent permitted by law, hereby warrants and represents to CSI that Dublin has not engaged or dealt with any broker or agent in regard to the Byers Contract. Dublin hereby agrees to indemnify CSI and hold CSI harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which CSI shall ever incur or be threatened with because of any claim of any broker or agent claiming through Dublin, whether or not meritorious, for any such fee or

commission. CSI hereby represents and warrants to Dublin that CSI has not engaged or dealt with any broker or agent in regard to the Byer's Agreement. Casto agrees to indemnify Dublin and hold Dublin harmless against any liability, loss, cost, damage, claims and expense (including, but not limited to, attorneys' fees and cost of litigation) which Dublin may ever suffer, incur, or be threatened with because of any claim by any broker or agent claiming through CSI, whether or not meritorious, for any such fee or commission.

ARTICLE III

AGREEMENT TO SELL AND PURCHASE THE DEVELOPMENT PARCEL

Section 3.1 **Agreement to Sell and Purchase the Development Parcel.** Provided that Dublin has ownership of the Property, then on the Closing Date Dublin shall sell and convey the Development Parcel to CSI and CSI shall purchase the Development Parcel by paying the Purchase Price to Dublin, all upon the terms and conditions set forth herein.

Section 3.2 **Purchase Price for the Development Parcel.** The Purchase Price shall be paid to Dublin by CSI in immediately available funds at Closing. On or before the Closing Date and provided that all contingencies to Closing in favor of CSI have been satisfied or waived, CSI shall deposit the Purchase Price with the Title Company (which the Parties hereby appoint as escrow agent in this transaction), and the Title Company shall disburse the Purchase Price in accordance with the terms of this Agreement.

Section 3.3 **Closing for the Development Parcel.** The Closing shall be held on the Closing Date. On the Closing Date, the Title Company, as escrow/closing agent, shall be directed by Dublin and CSI to close the sale and conveyance of the Development Parcel from Dublin to CSI in escrow in accordance with the terms and conditions of an escrow letter acceptable to the Title Company, Dublin and CSI and which is consistent with the terms of this Agreement.

(a) **Dublin's Closing Deliveries of the Development Parcel.** At least two (2) business days prior to the Closing Date, Dublin shall deliver (or cause the delivery of) the following items to the Title Company, as escrow/closing agent:

(i) The Deed, duly executed and acknowledged in recordable form, so as to convey the Development Parcel to CSI;

(ii) The closing statement relating to the sale and purchase of the Development Parcel, to be prepared by the Title Company, duly executed by Dublin;

(iii) Mechanics' and materialmen's lien affidavit relating to the Development Parcel, executed by Dublin and acknowledged;

(iv) Evidence of authority for the execution of all documents; and

(v) Such other affidavits, certificates, resolutions and related materials that are required from Dublin hereunder or that are reasonably requested by the Title Company in connection with the Closing.

(b) **CSI's Deliveries of the Development Parcel**. At least two (2) business days prior to the Closing Date, CSI shall deliver (or cause the delivery of) the following items to the Title Company, as escrow/closing agent:

(i) The closing statement relating to the Development Property to be prepared by the Title Company, duly executed by CSI;

(ii) Evidence of authority for the execution of all documents; and

(iii) Such other affidavits, certificates, resolutions and related materials that are required from CSI hereunder or that are reasonably requested by the Title Company in connection with the Closing.

(c) Disbursements. On the Closing Date of the Development Parcel and at such time as the Title Company (x) is in possession of all items required to be delivered pursuant to subsections (a) and (b) hereinabove, and (y) is prepared to issue the Owner's Policy to CSI in accordance with the terms and conditions of this Agreement and the Commitment, the Title Company, as escrow/closing agent, shall take the following actions:

(i) Deliver to Dublin the Purchase Price and all other amounts due to Dublin hereunder, net of any amounts to be paid by Dublin in connection with the Closing and taking into the account any proration of real property taxes, as set forth in the closing statement;

(ii) Deliver the Deed to CSI and then record the same with the Office of the Recorder of Franklin County, Ohio (the "*Recorder*");

(iii) Disburse all other funds to be disbursed and distribute all other documents to be distributed in accordance with the terms and provisions of this Agreement.

(d) **Dublin's Closing Charges.** Dublin shall, at the Closing on the Development Parcel (unless previously paid), pay by credit against the Purchase Price the following:

(i) One-half (1/2) of the cost of the Title Policy;

(ii) The cost of all municipal services and public utility charges (if any) due through the Closing Date; and

(iii) One-half (1/2) of the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(e) CSI's Closing Charges. CSI shall, at the Closing on the Development Parcel (unless previously paid), pay the following:

(i) The cost of the Title Commitment for the Development Parcel;

(ii) The recording fees required for recording the limited warranty deed;

(iii) The cost of the survey referred to in Section 5.03;

(iv) One-half (1/2) of the cost of the Title Policy; and

(v) One-half (1/2) of the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

Section 3.4 Real Property Taxes. At the Closing, Dublin shall pay or credit on the Purchase Price all delinquent taxes, together with penalties and interest thereon, and all special assessments that are a lien on the Development Parcel on the Closing Date, both current and reassessed and whether due or to become due. At the Closing, Dublin also shall pay or credit on the Purchase Price (i) all agricultural recoupment obligations, if any, for the current and all prior years that apply to the Development Parcel, and (ii) all other unpaid real estate taxes and assessments not yet due for the year prior to the Closing and a proration of such taxes and assessments for the year of closing prorated for the Development Parcel through the Closing Date. The proration of undetermined taxes and assessments shall be based on a 365-day year and on the most recently available tax rate and valuation, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. Upon making the proration provided for herein, Dublin and CSI agree that the amount so computed shall be final.

Section 3.5 Possession; Condition of Development Parcel. Possession of the Development Parcel shall be provided by Dublin to CSI at the Closing, free and clear of all tenancies and/or rights of possession by third parties. At the Closing, CSI will acknowledge in an affidavit that it has had, in accordance with Article V below, an adequate and sufficient opportunity to inspect the Development Parcel prior to Closing, and that it accepts the Development Parcel in an "**AS IS**" condition subject to its termination rights as set forth in

Article V, it being understood that no representations or warranties have been or will be made to CSI with respect to the condition of the Development Parcel or its fitness for the development, construction, and/or operation of the Intended Use.

Section 3.6 **Eminent Domain**. If prior to the Closing Date all or any part of the Development Parcel shall be taken by any governmental authority under its power of eminent domain, CSI may: (a) elect to proceed with the transaction, in which event CSI shall be entitled to all payments payable to Dublin on account of such taking, such sum not to exceed the Purchase Price; or (b) elect to rescind this Agreement in which event all parties hereto shall be released from all liability hereunder. If CSI elects to rescind this Agreement, it shall so notify the Dublin in writing within ten (10) days after CSI receives written notice from Dublin of such taking. Failure by CSI to so notify Dublin shall constitute an election to proceed with the transaction. If CSI does not rescind, then prior to the Closing CSI and Dublin jointly shall have the right to defend at such proceeding and/or negotiate a settlement of such award and/or compensation due it as a result of such eminent domain or condemnation.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 4.1 **Representations and Covenants of Dublin**. Dublin represents and covenants to CSI that to the best of its knowledge:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State of Ohio and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State of Ohio or of the United States of America applicable to Dublin which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the City Manager, the execution, delivery and performance under this Agreement do not and will not violate or conflict with any provision of law applicable to Dublin, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which Dublin is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed, and delivered by Dublin.

(e) There is no litigation pending or to its knowledge threatened against or by Dublin wherein an unfavorable ruling or decision would materially adversely affect Dublin's ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) Dublin will not enter into or execute any recorded or off-record mortgages or liens that will apply to the Development Parcel during its period ownership of the same, nor will Dublin allow any mortgages or liens to be applied to any portion of the Development Parcel during its period of ownership.

(h) There will be no mechanics or materialmen's liens that apply to the Development Property when the Closing occurs, nor will Dublin allow such liens to be applied to any portion of the Development Parcel during the time when it owns the Development Parcel.

(i) On the Closing Date, there will be no real property taxes that are past due as it relates to the Development Parcel and Dublin shall be responsible for all real property taxes accruing on the Development Parcel prior to the Closing Date.

(j) The Authorizing Ordinance has been duly passed and shall be in full force and effect on the earliest date permitted by law.

(k) Dublin is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

Section 4.2 **Representations and Covenants of CSI**. CSI represents and covenants to Dublin that to the best of its knowledge:

(a) It is legally recognized as a for-profit corporation by the State of Ohio and is authorized to undertake business in the State of Ohio.

(b) It is not in violation of or in conflict with any provisions of the laws of the State of Ohio or of the United States of America applicable to CSI which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The execution, delivery and performance of the obligations placed upon CSI by this Agreement do not and will not violate or conflict with any provision of law applicable to CSI, and do not and will not conflict with or result in a default under any agreement or instrument to which CSI is a party or by which it is bound.

(d) This Agreement to which it is a party has, by proper action, been duly authorized, executed and delivered by CSI and all steps necessary to be taken by CSI have been taken to constitute this Agreement, and the covenants and agreements of CSI contemplated herein are valid and binding obligations of CSI, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by CSI wherein an unfavorable ruling or decision would materially adversely affect CSI's ability to carry out its obligations under this Agreement.

ARTICLE V

DEVELOPMENT OF PROPERTY; EXISTING IMPROVEMENTS

Section 5.1 **Review of Applications**. At any time following the Effective Date and prior to the Closing on its purchase of the Development Parcel from Dublin, CSI shall be permitted to file all applications and related materials necessary for review by Dublin (the "*Submittals*") to endeavor to obtain (a) all necessary zoning and related entitlements on the Development Parcel in accordance with the requirements of the Bridge Street Code (including, without limitation, all administrative approvals), subject to any deviations or variances from the Bridge Street Code as may be permitted thereunder, and (b) approval of preliminary and final plats related to the development of the Intended Use on the Development Parcel (together, the "*Applications*"). Such Applications shall be filed no later than ninety (90) days prior to the Closing Date. CSI shall pay all application fees and shall pay the costs of and be responsible for the creation of all relevant plans and documentation necessary for the review of the same by Dublin. Nothing herein shall be read to prohibit CSI from filing additional Applications for review by Dublin in the future for consideration by Dublin as permitted by City Code. Dublin agrees to act in good faith to timely process all Applications when they are filed by CSI and CSI agrees to act in good faith to assist

Dublin as may be needed from time to time to timely process the Applications. Dublin makes no representations as part of this Agreement as to the approvability of the CSI Submittals.

Section 5.2 **Existing Improvements**. CSI and Dublin acknowledge that certain Improvements exist on the Development Parcel as of the Effective Date. Dublin shall be responsible for removing, at its sole cost and expense and prior to Closing, all Improvements on the Development Parcel provided that it does, in fact, obtain ownership of the Development Parcel.

Section 5.3 **John Shields Parkway.** Dublin acknowledges that the future right-of-way for the public street to be known as John Shields Parkway as it is found on the Property will be in the general location depicted in **Exhibit B**, which is attached hereto and incorporated herein by reference.

ARTICLE VI
DUE DILIGENCE

Section 6.1. **Existing Property Information.** Upon the earlier of (a) ten (10) days following Dublin's receipt of written notice from CSI that CSI desires to close on the purchase of the Development Parcel, or (b) the date that is one hundred twenty (120) days prior to the Outside Closing Date if no Closing Date has been agreed to by the Parties, Dublin shall deliver to CSI the following information to the extent that it pertains to the Development Parcel and it is within Dublin's possession or control: (i) existing surveys (including legal descriptions); (ii) soils reports; (iii) geotechnical studies; (iv) engineering studies and test reports/results; (v) governmental notices; (vi) information regarding the environmental condition of the Development Parcel, including, without limitation, environmental studies, test results and reports; and (vi) agreements with governmental entities relating to the Development Parcel. Nothing in this paragraph shall be read or interpreted to require Dublin to pay for or otherwise obtain any additional information or studies unless expressly provided elsewhere in this Agreement. CSI shall have until the expiration of the Due Diligence Period in which to terminate its agreement to purchase the Development Parcel based on any such information provided to it by Dublin.

Section 6.2 **Due Diligence.** The obligations of CSI under the agreement to purchase the Development Parcel are specifically conditioned upon satisfaction, as determined by CSI in its sole and absolute discretion, of all of the matters set forth in this Article VI prior to the

expiration of the Due Diligence Period. At CSI's sole cost and expense, CSI shall have the Due Diligence Period in which to investigate and inspect the Development Parcel and matters of concern to CSI related to or that may affect the Development Parcel in order to satisfy itself, in its sole and absolute discretion, among other things, as to the matters set forth in this Section 5.2. CSI agrees to exercise commercially reasonable efforts to undertake and satisfy itself with its due diligence investigation of the Development Parcel within the Due Diligence Period. In furtherance of CSI's investigation and inspection of the Development Parcel, Dublin hereby grants to CSI a revocable, non-exclusive license for itself and its agents, employees, contractors, and consultants to enter upon the Development Parcel during the Due Diligence Period for the purposes of conducting such tests, investigations and inspections as it may deem appropriate. The term of the license granted herein shall begin on the first date when Dublin has ownership of the Development Parcel and shall end upon the earlier of (i) the expiration of the Due Diligence Period, or (ii) the termination of this Agreement by either Party. CSI agrees to indemnify Dublin for all costs, expenses, claims, injuries, or damages arising from the exercise of the license that has been granted in favor of CSI pursuant to this paragraph.

During the Due Diligence Period, it is contemplated by the Parties that CSI's activities will include, without limitation, an investigation and determination by CSI of whether the Development Parcel can economically and feasibly be used and enjoyed by CSI for the development, construction, and operation of its Intended Use. Such investigations and determinations shall be made by CSI in its sole and absolute discretion and may be based on any matter or concern related to or that may affect the Development Parcel. CSI's investigations and determinations may include, without limitation, the following matters:

(a) CSI's determination that the Development Parcel is suitable for CSI's intended development, construction, and use of the Intended Use;

(b) CSI's determination that the Development Parcel has soils that are appropriate for the development of the Intended Use;

(c) Receipt by CSI, at its sole cost and expense, of a Phase I Environmental Site Assessment for the Development Parcel that is acceptable to CSI in its sole and absolute discretion. If the Phase I Environmental Site Assessment report recommends a Phase II Environmental Site Assessment, CSI may obtain such an assessment to determine whether the Development Parcel has environmental issues or concerns that make the development of the

Intended Use impossible, impracticable, or undesirable. Nothing in this Agreement shall be construed to require Dublin to take any remedial action with respect to the Development Parcel. Any assessments and/or reports procured by CSI pursuant to this paragraph shall be procured at CSI's own expense and shall be held confidential by CSI, may only be disclosed to any prospective lender of CSI or to any consultants or legal counsel of CSI, or if required by law;

(d) CSI's determination to CSI's satisfaction that the Development Parcel has satisfactory access to and from a public street for the Intended Use; and

(e) CSI being satisfied that (A) the appropriate utilities are available to serve the Development Parcel such as, but not limited to, gas, electric, water, sewer, telephone and cable, and that the sizes and volumes are adequate for the Intended Use and are extended to the property line of the Development Parcel.

The foregoing contingencies may be waived by CSI at any time prior to the expiration of the Due Diligence Period for the purchase of the Development Parcel, as the same may be extended hereunder. In the event that CSI is unable to satisfy these contingencies, CSI shall have the right to elect to terminate the Agreement to purchase the Development Parcel by notice to Dublin at any time prior to the expiration of the Due Diligence Period for the purchase of the Development Parcel . If CSI fails to notify Dublin in writing on or before the expiration of the Due Diligence Period for the purchase of the Development Parcel that all contingencies listed in this Section 6.2 have not been satisfied or waived, including an election by CSI to terminate this Agreement to purchase the Development Parcel on account thereof, then all contingencies shall be deemed satisfied and/or waived. In the event that the Agreement to purchase the Development Parcel is terminated, then CSI shall assign to Dublin at no charge all of its rights in any of the studies or investigative reports that it has procured as a result of its due diligence investigations.

Section 6.3 **Title; Survey**. CSI, at its sole cost and expense, shall obtain a Commitment for the Development Parcel from the Title Company at least ninety (90) days prior to the Closing Date on the purchase of the Development Parcel and, once received, shall promptly deliver a copy of the same to Dublin. CSI, also at its sole cost and expense, shall obtain the Survey and an associated legal description of the Development Parcel at least sixty (60) days prior to the Closing Date and, once received, shall promptly deliver a copy of the same to Dublin and the Title Company.

If any matter shown on the Commitment or the Survey is objectionable to CSI, then no later than the date that is fifteen (15) days following the first date when both the Commitment and Survey have been delivered to CSI it shall provide written notice to Dublin setting forth any matters to which CSI objects (the "Objections"). Dublin shall have until the date that is ten (10) days following its receipt of the Objections in which to deliver written notification to CSI of its willingness to cure such Objections and its plan for curing the same or, in the alternative, its election not to cure the Objections (in either case, the "Cure Notice"). CSI may elect, by providing written notice to Dublin on or before the date that is ten (10) days following its receipt of the Cure Notice, to either (a) proceed under the terms of this Agreement and take title to the Development Parcel subject to the uncured Objections, or (b) terminate this Agreement, in which case the parties shall have no further obligations to one another hereunder.

Notwithstanding any provision hereof to the contrary, (i) mortgages and other liens given by Dublin or its predecessors in interest against the Development Parcel to secure indebtedness shall not be the subject of any Objection, and Dublin shall cause such liens to be discharged at its sole cost and expense prior to or at the Closing without the requirement of any notice or demand by CSI, and (ii) taxes and assessments a lien but not yet due and payable shall not be the subject of any Objection and CSI shall accept title to the Property subject to the same. At the Closing or within a reasonable time thereafter, CSI shall pay for and cause the Title Company to issue the Owner's Policy for the Development Parcel.

Not later than ten (10) days prior to the Closing Date, and again on the Closing Date, CSI may request the Title Company to deliver to CSI an updated Commitment showing the status of title to the Development Parcel. If any new title encumbrance appears in the updated Commitment which was not identified in the originally issued Commitment and CSI provides to Dublin written objections thereto within five (5) days after receipt of the updated Title Commitment, then Dublin shall be obligated to make good faith efforts to remove or otherwise cure such title encumbrance(s) prior to Closing. If CSI should fail to give to Dublin any such written objection within said five (5) day period, then the Parties shall proceed to close this transaction on the Closing Date.

Section 6.4 **Lot Split or other Action.** If necessary, in order to facilitate the transfer of ownership of the Development Parcel to CSI, an application to split and/or subdivide the Development Parcel from the Property shall be required so that following the Closing the

Development Parcel will be contained within a tax parcel that is separate from the Property. Dublin shall be required to file and process an application to subdivide the Development Parcel into its own tax parcel at no expense to CSI. Dublin shall make reasonable good faith efforts to approve the lot split/minor subdivision application at least five (5) business days prior to Closing. The lot split shall be effectuated by the delivery of the Deed by Dublin to CSI and the recording of the Deed with the Recorder. Dublin's failure to timely approve the lot split application contemplated in this paragraph shall vest in CSI the right to terminate the Agreement to purchase the Development Parcel.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 **General**. Except as otherwise provided in this Agreement, in the event of any default under or breach of this Agreement or any of its terms or conditions by either Party hereto, such Party shall, upon written notice from the other, proceed, within ten (10) days after receipt of such notice to cure or remedy such default or breach. In the event such default or breach is of such nature that it cannot be cured or remedied within said ten (10) day period, then in such event the Party shall upon written notice from the other commence its actions to cure or remedy said breach within said ten (10) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

Section 7.2 **Other Rights and Remedies; No Waiver by Delay**. Dublin and CSI shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement, provided that any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default

involved); nor shall any waiver in fact made by either party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other party this Agreement or with respect to the particular default except to the extent specifically waived in writing.

Section 7.3 **Force Majeure**. Except as otherwise provided herein, neither Dublin nor CSI shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section 7.3 shall within ten (10) days after having actual knowledge of the beginning of such enforced delay, notify the other Party in writing thereof and of the cause and of the duration thereof.

ARTICLE VIII

CONDITIONS PRECEDENT TO CLOSING

Section 8.1 **Conditions Precedent to Dublin's Obligation to Close**. Dublin's obligation to close on the sale of the Development Property to CSI as provided under this Agreement shall be contingent upon the satisfaction and/or waiver by Dublin of the following matters at or prior to Closing:

(a) Dublin shall have purchased and obtained title to the Property from Byers;

(b) City Council shall have taken all actions necessary under Dublin's Charter to complete the transaction contemplated hereunder; and

(c) All warranties and representations of CSI that have been made in this Agreement shall remain true and accurate as of the Closing Date.

Section 8.2 **Conditions Precedent to CSI's Obligation to Close.** CSI's obligation to close on the purchase of the Development Property from Dublin as provided under this Agreement shall be contingent upon satisfaction and/or waiver by CSI of the following matters at or prior to Closing:

(a) Satisfaction and/or waiver of all due diligence and title and survey review matters as contemplated in Article VI above;

(b) Approval by Dublin of all Applications filed for review and approval by CSI as contemplated in Section 5.1 above;

(c) Confirmation that the Development Parcel is generally configured in accordance with, and with the general amount of acreage (net of the right-of-way for John Shields Parkway), shown in **Exhibit B**);

(d) Receipt of evidence from Dublin that the Development Parcel will be contained within a tax parcel separate and apart from the remainder of the Property immediately following Closing;

(e) John Shields Parkway shall have been constructed so as to extend from Tuller Ridge Road to Village Parkway and shall be open for public use by vehicular traffic;

(f) Confirmation that all Improvements have been removed from the Development Parcel by Dublin; and

(g) All warranties and representations of Dublin that have been made in this Agreement shall remain true and accurate as of the Closing Date.

ARTICLE IX
MISCELLANEOUS

Section 9.1 **Assignment**. This Agreement may not be assigned by either Party without the prior written consent of the non-assigning Party. CSI shall be permitted to take title to the Property at Closing in its own name or in the name of an affiliated business entity.

Section 9.2 **Binding Effect**. The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

Section 9.3 **Interpretation**. Any reference in this Agreement to Dublin or CSI or to any officers of Dublin or CSI includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

Section 9.4 **Captions and Headings**. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 9.5 **Day for Performance**. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

Section 9.6 **Entire Agreement**. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 9.7 **Executed Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

Section 9.8 **Extent of Covenants; No Personal Liability**. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee,

officer, agent or employee of the Parties other than in his or her official capacity, and neither the members of the legislative body of Dublin, the trustees of CSI, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 9.9 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between Dublin, its agents and employees, and CSI, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 9.10 **Notices**. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received by hand-delivery, or if sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested (addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing), then the same shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused.

Section 9.11 **Recitals**. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 9.12 **Severability**. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 9.13 **Survival of Representations and Warranties**. Except as provided as described in this Section 9.12, all representations and warranties of the Parties in this Agreement shall not survive Closing. The representations and warranties found in the following provisions of this Agreement shall survive the Closing through the first (1st) anniversary of the Closing Date: Section 2.4; Sections 4.1(a), (c), (d), (e), (g), and (h); and Sections 4.2(a), (c), (d), and (e).

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, Dublin has caused this Agreement to be executed by its duly authorized representatives on the dates written below

CITY OF DUBLIN, OHIO

By: _____

Printed: _____

Title: City Manager

Date: _____

By: _____

Printed: _____

Title: Director of Finance

Date: _____

Approved as to Form:

By: _____

Printed: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, CSI has caused this Agreement to be executed by its duly authorized representative on the date written below.

COMMERCIAL SITE ACQUISITIONS, INC.

By: _____

Printed: _____

Title: _____

Date: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Dublin, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during Fiscal Year 2014 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City 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 Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2014

_____

Printed:_____

Director of Finance

City of Dublin, Ohio

EXHIBIT A

Clarence E. Mingo, II
Franklin County Auditor

MAP(GIS)

Generated on 10/31/13 at 04:01:45 PM

Parcel ID	Map Routing No	Card No	Location	
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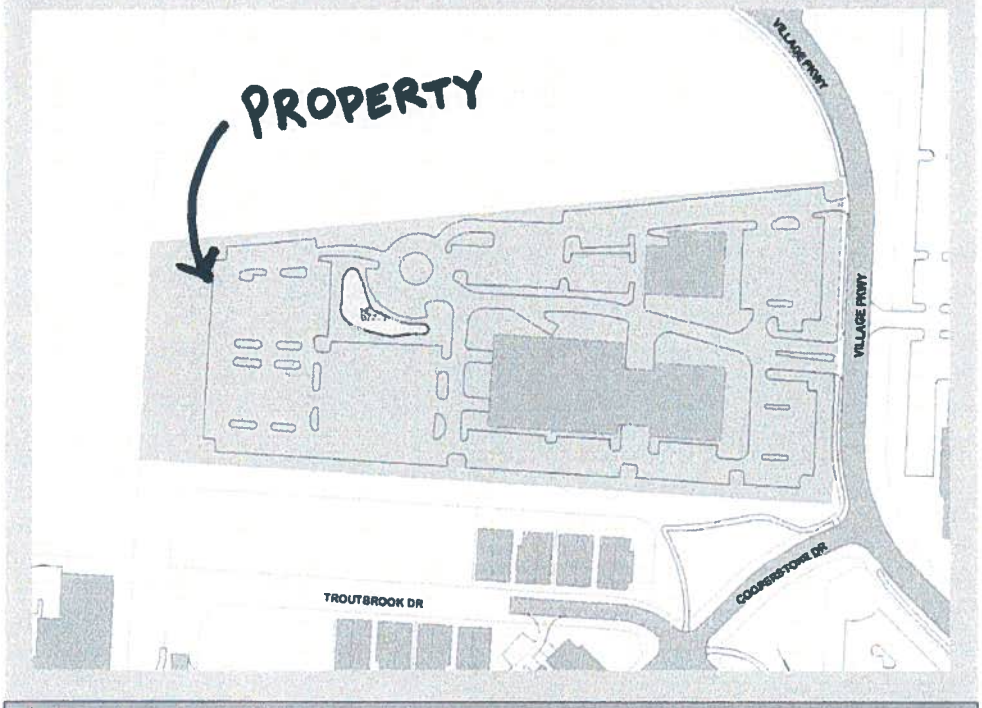
GIS



Disclaimer

This drawing is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibilities for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

EMH&T
Mechwart, Hambleton & Elton, Inc.
ers • Surveyors • Planners • Scientists
ew Albany Road, Columbus, OH 43054
614.775.4500 Toll Free: 888.775.3648
emht.com

DATE: October 22, 2013

SCALE: 1" = 100'

JOB NO.: 2013-1546

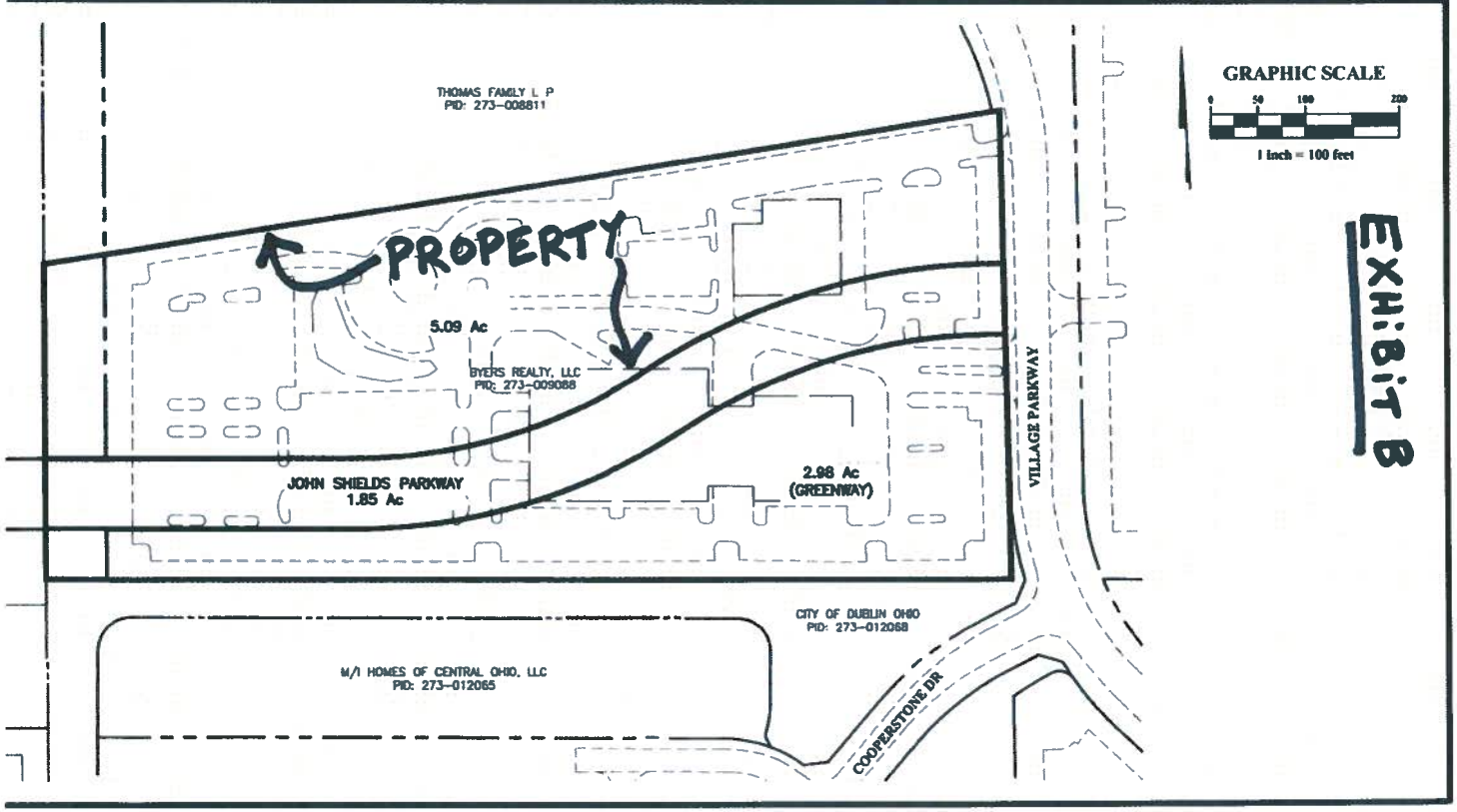


EXHIBIT B

1546\Dwg\04Sheets\Exhibits\2013-10-22 Byers Acreage Exhibit.dwg Last Saved By: nventresco, 10/22/2013 5:06 PM Last Printed By: Ventresco, Nick, 10/22/2013 5:09 PM (No Xrefs)