



To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager 
Date: August 7, 2014
Initiated By: Terry D. Foegler, Director of Strategic Initiatives/Special Projects
Philip K. Hartmann, Assistant Law Director
Re: Ordinance No. 85-14
Project: Riverside Drive Relocation (the "Project")
Landowners: Peace Hanson LLC (The Spa at River Ridge)

Project Background

The City of Dublin ("City") is preparing to relocate Riverside Drive north of Dublin-Granville Road and south of Tuller Road (the "Project"). The City must obtain property interests from various landowners located within the City in order to construct this Project. The Project is included in the City's 2014-2018 Capital Improvements Program.

One of the landowners that the City must obtain property from for the construction of the Project is Peace Hanson LLC ("Peace Hanson"). The property address is 6750 Riverside Drive, Dublin, OH 43017 and includes an ongoing business known as The Spa at River Ridge. This acquisition is in addition to the City's purchase of 13.28 acres of right-of-way from Invictus and Tuller Henderson in December of 2012 (AKA Bash Driving Range and Digger and Finch Restaurant) and 5.12 acres of needed right-of-way from Crawford Hoying (AKA Bridge Pointe Shopping Center) in 2013, and the pending purchase of 0.224 acres from Jen-Josh, LLC (Vrable Residential rental).

This Ordinance is a follow-up to Resolution No. 61-13, establishing the City's intentions to acquire the property via eminent domain, approved by Council on October 14, 2013 and Ordinance 05-14, authorizing the appropriation of this property approved by Council on January 27, 2014.

The City has reached an amicable settlement with Peace Hanson. This Ordinance authorizes the settlement of the matter for Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00), subject to Council's approval. Additionally, Peace Hanson will be allowed to maintain and operate its business on the property after closing until January 31, 2015 allowing a smoother transition of the business to a new location.

ACQUISITION:

The City is acquiring from Peace Hanson a fee simple interest in the property located within Franklin County Parcel No. 273-008802, as depicted in the map attached to this memorandum consisting of 1.318 acres, more or less.

EVALUATION:

The City hired the Robert Weiler Company who originally appraised the property on a sales comparison approach for \$1,250,000. Upon receipt of the additional information on the property and business records, the Robert Weiler Company re-evaluated the property and valued it at \$1,750,000.

PROPERTY TO BE ACQUIRED:

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

Franklin County Parcel No. 273-008802

Property Interest	Acreage
Fee Simple Interest	1.318 ± gross acres
Real Estate, Building, Relocation and Miscellaneous moving cost	\$2,150,000
Total Negotiated Value	\$2,150,000

RECOMMENDATION:

City staff and the Law Department recommend that Council dispense with the public hearing and approve Ordinance No. 85-14 by emergency at the August 11, 2014 Council meeting.

RECORD OF ORDINANCES

Ordinance No. 85-14

Passed _____, 20____

AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 1.318 ACRES, MORE OR LESS, FEE SIMPLE INTEREST FROM PEACE HANSON LLC (THE SPA AT RIVER RIDGE) AT 6570 RIVERSIDE DRIVE AND DECLARING AN EMERGENCY

WHEREAS, Peace Hanson LLC (the "Seller") is the owner of a parcel of property, No. 273-008802, consisting of 1.318 acres, more or less, east of Riverside Drive, North of Dublin-Grandville Road and located at the northeast corner of Riverside Drive and Dale Drive (the "Property") attached hereto as Exhibit "A"; and

WHEREAS, Dublin's adopted Community Plan includes the Bridge Street District Special Area Plan, which sets 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; and

WHEREAS, the Parcel is located within the boundaries of the Bridge Street District; and

WHEREAS, the Bridge Street District recommends the City of Dublin ("Dublin" or "City") relocate Riverside Drive to the east of its current location, between Dublin-Granville Road and Tuller Road (the "Project"); and

WHEREAS, the Property is needed for the Project; and

WHEREAS, the City agrees to purchase the Property described in Exhibit "A," and Seller agrees to sell the Property to the City, pursuant to the terms of the Real Estate Purchase Agreement ("REPA") and Lease attached hereto as Exhibit "B;" and

WHEREAS, the City and the Seller participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary property interests for the Two Million One Hundred Fifty Thousand Dollars (\$2,150,000); and

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

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 and Lease in substantially the form as attached Exhibit "B" and all necessary conveyance documentation to acquire an approximate 1.318 acres, more or less from Peace Hanson, for the sum of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000), said property interests located within Franklin County Parcel No. 273-008802. The REPA and Lease are 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 and Lease or amendments thereto.

Section 2. This Ordinance is declared to be an emergency necessary for the immediate preservation of the public peace, health, safety or welfare, and in addition, this legislation directly impacts the business of the owners of the property and the timing of roadway projects in the Bridge Street District. Therefore, this ordinance shall be effective immediately upon passage.

Passed this _____ day of _____, 2014.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

**Exhibit "A" – Legal Description
For File: 1445832**

Situated in the State of Ohio, County of Franklin, City of Dublin, Quarter Township 2, Range 19, United States Military Lands, being 1.318 acres (and all that remains) out of that original 3.004 acre tract of land (2.996 acres by survey) as described in a deed to Thomas Touch, Inc. of record in Official Records Volume 7293, Page J-18 (all references herein being to the records located in the Recorder's Office, Franklin County, Ohio), said 1.318 acres being more particularly described as follows:

Beginning at a point at a northwesterly corner of said original 3.004 acre tract and at the southwesterly corner of that 0.34 acre tract of land as described in a deed to David A. Thomas, of record in Deed Book 3492, Page 869;

Thence North 77° 33' 49" East, along the southerly line of said 0.34 acre tract, a distance of 226.68 feet to an iron pin found at the southeasterly corner of same;

Thence North 13° 07' 08" West, along the easterly line of said 0.34 acre tract, a distance of 29.61 feet to an iron pin at the northeasterly corner of same and in the southerly line of that 51.77 acre tract of land as described in a deed to City National Bank and Trust Company, Trustee, of record in Deed Book 3774, Page 888;

Thence South 83° 54' 37" East, along said southerly line, a distance of 103.15 feet to an iron pin at the northwesterly corner of that 1.678 acre tract of land as described in a deed to Dale Properties Co., of record in Official Records Volume 7737, Page E-08;

Thence South 6° 05' 23" West, along the westerly line of said 1.678 acre tract, a distance of 207.48 feet to an iron pin at the southwesterly corner of same and in the northerly right-of-way line of Dale Drive, 60.00 feet in width, as shown and delineated upon the plat "DALE CENTER", of record in Plat Book 58, Pages 81 and 82;

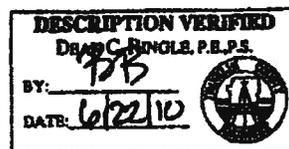
Thence along said northerly right-of-way line the following three courses:

1. With the arc of a curve to the left, having a radius of 430.00 feet, a central angle of 9° 49' 34", the chord of which bears South 81° 04' 22" West, a chord distance of 73.65 feet to an iron pin at the point of tangency;
2. South 76° 09' 35" West, a distance of 106.78 feet to an iron pin at a point of curvature;
3. With the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 90° 37' 00", the chord of which bears North 58° 31' 55" West, a chord distance of 28.44 feet to a point in the easterly right-of-way line of State Route 257;

Thence South 76° 46' 35" West, a distance of 55.00 feet to a point in the centerline of said State Route 257;

Thence North 13° 13' 25" West, along said centerline and the tangent thereof, a distance of 179.05 feet to the place of beginning and containing 1.318 acres of land of which 0.228 acre lies within the right-of-way of State Route 257, leaving a net useable acreage of 1.090 acres.

Bearings herein are based on a bearing of North 13° 13' 25" West for the centerline of State Route 257.

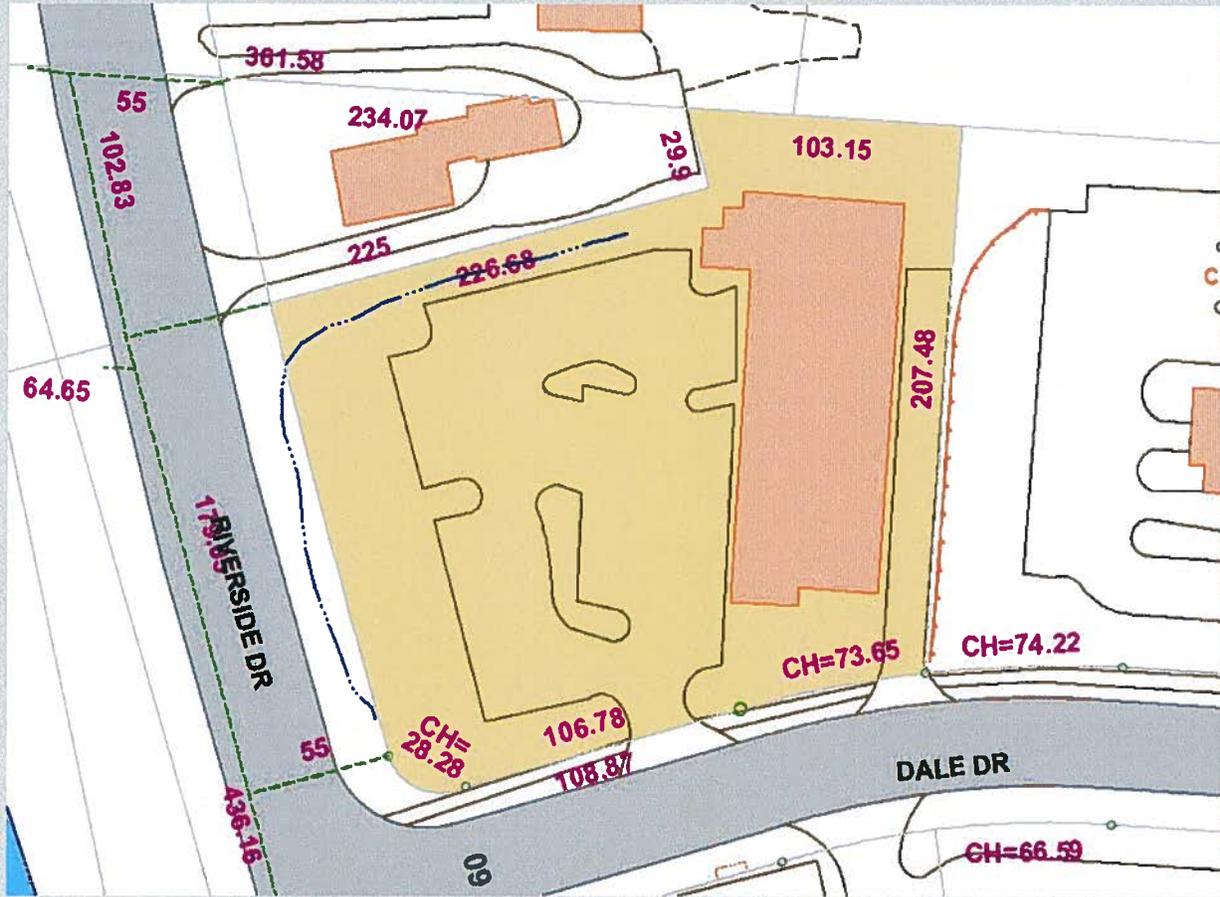


Property Report

Generated on 10/09/13 at 01:20:49 PM

Parcel ID: **273-008802-00** Map Routing No: **273-0069A -002-00** Card No: **1** Location: **6570 RIVERSIDE DR**

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.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into on the ___ day of _____, 2014 (the "Effective Date") by and between the City of Dublin, Ohio, an Ohio municipal corporation (the "City"), having an office at 5200 Emerald Parkway, Dublin, Ohio 43017-1006, Peace Hanson LLC, ("Peace Hanson"), 8077 Crossgate Court, Dublin, Ohio 43017. The City and Peace Hanson may hereinafter be referred to individually as a "Party", or collectively as the "Parties."

BACKGROUND INFORMATION

WHEREAS, Peace Hanson is the owner of a certain tract of real property situated in the County of Franklin and State of Ohio, such real property being approximately **1.437 acres** and known as tax parcels 273-008802-00, which real property is more fully described in the attached Exhibit "A" (said real property, together with all improvements constructed thereon, and all rights, appurtenances and hereditaments appertaining thereto, shall hereinafter be referred to as the "Premises"); and

WHEREAS, the City is pursuing plans for the redesign of the intersection of Riverside Drive and West Dublin-Granville Road in conjunction with Riverside Drive north of the intersection being relocated to the east which requires the City to acquire the Premises; and

WHEREAS, Peace Hanson in lieu of defending an eminent domain matter desires to sell the Premises to the City, and the City in lieu of prosecuting an eminent domain matter desires to purchase the Premises from Peace Hanson in accordance with the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Peace Hanson covenant, agree and obligate themselves to the foregoing Background Information and as follows:

Section 1. Purchase and Sale of the Premises. Peace Hanson hereby agrees to sell and convey to the City, and the City hereby agrees to purchase and obtain from Peace Hanson the Premises. The total Purchase Price for the Premises shall be Two Million One Hundred Fifty Thousand Dollars (**\$2,150,000**) which sum shall constitute the entire amount of the compensation due to Peace-Hanson for: (a) the real Premises described and depicted in the attached Exhibit A; (b) any and all damages to any residual lands of Peace-Hanson; and (c) Peace-Hanson's covenants set forth herein.

Peace-Hanson 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.

Section 2. Deed of Conveyance. Peace Hanson shall convey to City, at the time of closing, good and marketable title in fee simple to the Premises by transferable and recordable general warranty deed, signed by all parties necessary, free and clear of all defects, mortgages, easements, restrictions, reservations, conditions, agreements, liens and encumbrances, except those excepted in Paragraph 5 hereof. City shall pay the requisite conveyance fee and/or realty transfer tax required by applicable law.

Section 3. Supplemental Instruments. Peace-Hanson agrees to execute any and all supplemental instruments or documents necessary to vest the City with the rights, titles, and interests described and depicted in Exhibit A.

Section 4. Warranty of Title. Peace-Hanson shall, and hereby does, warrant that the Premises described and depicted in Exhibit A is 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.

Section 5. Elimination of Others' Interest. Peace-Hanson shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to the City releases and cancellations of any and all other rights, titles, and interests in the Premises described and depicted in Exhibit A, 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 Premises.

Peace-Hanson and the City agree that if a mortgagee of Peace-Hanson or if a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the Premises described and depicted in Exhibit A, 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 the City, in its sole discretion, deems to be excessive.

Section 6. No Change in Character of Premises. Peace-Hanson shall not change the existing character of the land or alter, remove, destroy, or change any improvement located on the Premises described and depicted in Exhibit A. If, prior to the date on which possession of the Premises is surrendered to the City, the Premises suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Peace-Hanson shall restore the Premises to the condition it was in at the time Peace-Hanson executed this Agreement; in the alternative, Peace-Hanson may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Peace-Hanson refuses to either restore the Premises or accept the decreased consideration as aforementioned, then the City, at its option after discovery

with copy to: Philip K. Hartmann, Esq.
Frost Brown Todd LLC
One Columbus, 10 West Broad Street
Columbus, Ohio 43215

or such other address as City may hereinafter designate by written notice to Peace Hanson.

Section 12. 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 Peace-Hanson and the City and their respective heirs, executors, administrators, successors, and assigns.

Section 13. 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.

Section 14. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the Parties.

Section 15. Applicable Law; Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. The Parties consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio, and waive any contention that any such court is an improper venue for enforcement of this Agreement.

Section 16. Time of Essence. Time is of the essence for this Agreement in all respects.

Section 17. Invalidity In the event that any provision of this Agreement is held to be invalid, the same will not affect in any respect whatsoever the validity of the remainder of this Agreement.

Section 18. Waiver. Any waiver of a right or default under this Agreement must be in writing. Any waiver of a particular default will constitute a waiver of such default only and not of any other default by the nonwaiving party. Any waiver of a specific right or remedy under this Agreement will constitute a waiver of such right or remedy only and not of any other right or remedy of the waiving party.

Section 19. Headings. The subject headings of the various sections of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.

Section 20. 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 21. 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 22. 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 23. Counterparts. This Agreement may be executed in one or more counterparts all of which will be considered one and the same agreement, binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

PEACE HANSON:
PEACE HANSON LLC
An Ohio limited liability company

CITY:
THE CITY OF DUBLIN, OHIO
An Ohio Municipal Corporation

By: _____

Marsha I. Grigsby, City Manager

Its: _____

{Acknowledgements are contained on the following page}

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2014, 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 City 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

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2014, before me, the subscriber, a Notary Public in and for said state, personally appeared _____, duly authorized signator for Peace Hanson LLC, in the foregoing Agreement, and acknowledged the signing thereof to be his/her 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

EXHIBIT B

C:\Users\00354\AppData\Roaming\NetDocuments\ndEcho\REPA- Peace Hanson.docx

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into on this ___ day of _____, 2014 ("Effective Date"), by and between the **CITY OF DUBLIN**, Ohio, an Ohio municipal corporation ("Landlord"), whose address is 5200 Emerald Parkway, Dublin, Ohio 43017, and **PEACE HANSON LLC**, ("Tenant"), 8077 Crossgate Court, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, pursuant to a certain Real Estate Purchase Agreement dated _____, 2014 ("Purchase Agreement"), Landlord purchased from Tenant the real property and improvements thereon legally described and depicted in Exhibit "A", attached hereto and made a part hereof (the "Property");

WHEREAS, upon the closing of the sale and purchase of the Property and part of the consideration therein, Landlord has agreed to lease back to the Tenant the Property; and

WHEREAS, Landlord and Tenant desire to execute this Lease to define the rights and obligations of each party with respect to such lease term, as herein set forth.

NOW, THEREFORE, for valuable consideration, the amount and sufficiency of which are hereby acknowledged, Landlord and Tenant, agree and obligate themselves to the foregoing Background Information and as follows:

1. **PROPERTY**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the nonexclusive right to the Property.

2. **DEFINED PROPERTIES AND USE**. Tenant shall continue in possession of the Tenant's Property on the Closing Date, as defined in the Purchase Agreement, in its "as is" condition. Tenant shall be permitted to use the Tenant's Property for the Spa at River Ridge. Tenant shall not sublet or assign the Tenant's Property or any part thereof, without the prior written consent of Landlord.

3. **INITIAL TERM**. The term of this Lease (the "Lease Term") shall be for a period commencing on the Closing Date, as that term is defined in the Purchase Agreement, and terminating on the January 31, 2015, both dates inclusive.

4. **OPTION TERM**: If neither party exercises its option to terminate the lease at the end of the initial term as provided for in Paragraph 5 herein, the lease shall continue for one month and termination automatically on February 28, 2015.

5. **TERMINATION OF LEASE PRIOR TO EXPIRATION OF THE TERM**.

(a) Tenant may terminate this *Lease* at any time during the term by providing thirty (30) day written notice to Landlord.

- (b) Landlord may terminate this *Lease* effective at any end of the initial term, by providing Thirty (30) day written notice to Tenant.

Under this Section, this *Lease* shall terminate upon the expiration of the thirty (30) day period after the written notice with neither Party having any obligation thereafter pursuant to this Lease. Notwithstanding the foregoing, this Lease shall terminate automatically, without either Party providing notice on February 28, 2014 with neither Party having any obligation thereafter pursuant to this Lease.

6. **REAL ESTATE TAXES.** Tenant shall not be responsible for the payment of any real estate taxes and/or assessments charged against the Property up and through the Termination date of the Lease.

7. **HOLDING OVER.** If Tenant remains in possession of the Premises, or any part of the Premises, without Landlord's consent after the expiration of the Lease Initial or Option Term, no tenancy or interest in the Premises shall result from such holdover and Tenant will be deemed a tenant at sufferance subject to immediate eviction and removal. If Tenant holds over after the expiration of the Initial or Option Lease Term with Landlord's prior written consent, this Lease will become a month-to-month lease, terminable by either Landlord or Tenant upon thirty (30) days written notice to the other party, and otherwise on the same terms and conditions as this Lease except that the tenant shall be responsible for the payment of any real estate taxes and assessments charged against the Property from the initial date of holding over up and through the final date of possession.

8. **TENANT'S DUTIES.** Tenant shall do the following during the Term hereof:

- (a) Keep the Property safe and sanitary, perform all day to day maintenance on the Property and dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner approved by Landlord;
- (b) Use and operate all electrical and plumbing fixtures properly and maintain the interior of the Property in a fit and habitable condition;
- (c) Comply with the requirements under state and local housing, health and safety codes that are applicable to tenants, notwithstanding this language, tenants will not be required to make any improvements in association with this compliance;
- (d) Personally refrain, and forbid any other person who is on the Property, with Tenant's permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the Property, except as otherwise agreed to by the parties in the REPA;
- (f) Personally refrain, and forbid any other person who is on the Property with Tenant's permission, from intentionally or negligently changing any of the characteristics of the Property, except as otherwise agreed to by the parties in the REPA;

- (g) Pay for all extermination costs necessary during the Term to keep the Property in a safe and habitable condition as contemplated under Dublin's codified ordinances;
- (h) Not unreasonably withhold consent for Landlord or its agents or representatives to enter the Property pursuant to paragraph 12 herein;
- (i) Tenant shall regularly test all smoke detectors and the supply of electrical current thereto; and
- (j) Tenant shall be responsible for day to day maintenance cost of the Property.

9. **UTILITIES.** Tenant hereby agrees that Tenant shall pay all of the charges incurred for any and all utilities, i.e. gas, electric, water, telephone and cable, and services, i.e. trash removal, consumed by Tenant on the Property.

10. **INSURANCE.** Tenant may, at its sole cost and expense, obtain and keep in full force and effect from and after the Effective Date, a policy of renter's insurance insuring against loss of, or damage to, Tenant's personal property, and a policy of liability insurance insuring against personal injury or property damage occurring on the Property. All policies of insurance maintained by Tenant with respect to the Property shall be primary and shall name Landlord as an additional insured or loss payee, as appropriate. Tenant shall provide Landlord with proof of such insurance simultaneously with execution of this Lease and thereafter at any time during the Term within fifteen (15) days after Landlord's request.

11. **FIRE OR OTHER CASUALTY.** In the event of any fire or other casualty causing material damage to the Property during the Term, this Lease shall terminate as of the date of such fire or other casualty and Landlord shall not be held liable for any claim other than Landlord's negligence associated with the fire or other casualty.

12. **QUIET ENJOYMENT.** Landlord represents that it has full right and power to execute this Lease and to the Tenant's Property leased herein and that Tenant, upon the performance of all of the terms, conditions, and covenants herein contained, shall have, hold and peaceably enjoy the Tenant's Property during the full Term of this Lease, subject and subordinate to all of the terms, covenants, and conditions of this Lease. Notwithstanding the foregoing, Tenant understands and agrees that Landlord has the right to enter upon Landlord Property for the purpose of making surveys, soundings, drillings, appraisals, and examinations as are necessary, as well as for the purpose of updating ingress and egress to the Property, or for any other reasonable purpose. Tenant shall retain access to the Property, but Tenant hereby holds Landlord harmless for any other negative impacts, perceived or otherwise, due to Landlord's use of the Property.

13. **WHEN LANDLORD MAY ENTER.** Throughout the duration of the lease terms, Landlord shall have all access rights to the Property, upon twenty four (24) hour notification to the tenant and tenant's approval not to be unreasonably withheld, for the purpose of making

surveys, testing, soundings, drillings, appraisals, and examinations as are necessary, in the sole discretion so long as such access minimizes any impact of the business being conducted on the Property by the Tenant. Landlord reserves the right to enter the Property without notice in case of emergency.

14. **BROKERS.** Each party represents and warrants to the other party that in this transaction it has dealt with no real estate brokers, and each party shall indemnify and hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

15. **WAIVER OF JURY TRIAL.** THE RESPECTIVE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF SAID PROPERTY, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

16. **DEFAULT BY TENANT.** In the event Tenant is in default of any of the terms or obligations of the Lease, violates and/or fails to comply with any of the covenants, terms, or conditions of the Lease, or any applicable laws, rules or ordinances, said default shall constitute grounds for termination of this Lease and/or eviction by Landlord and Landlord shall have all rights and remedies available to it under the terms of this Lease and applicable law. Landlord shall provide Tenant with a notice of such default, and Tenant shall have fifteen (15) days to cure said default prior to lease termination. Tenant shall be and remain jointly and severally liable for the obligations to perform hereunder and for any expense incidental to re-letting, cleaning costs beyond normal wear and tear, trash removal, painting costs, utilities, or any other damages and costs which Landlord has sustained by virtue of Tenant's use and occupancy of the Property and/or default under this Lease.

17. **SMOKE DETECTORS.** Tenant acknowledges that there are smoke detectors in the Property. Tenant also acknowledges that it is Tenant's responsibility to check the smoke detectors and to replace the batteries as needed. **Tenant shall not remove the batteries or disable the smoke detectors.** Tenant must promptly inform Landlord of any defects or problems with smoke detectors.

18. **PROPERTY CONDITION UPON SURRENDER.** Before the termination of the Lease, Tenant shall be entitled to remove fixtures from the Premises and retain ownership of all such items that are removed so long as removal would not leave the Property in a dangerous and unsecured condition. Should the Tenant desire to remove fixtures from the Premises, Tenant shall provide to the Landlord a detailed list of the fixtures to be removed fifteen (15) days prior to the Lease termination date for approval by the Landlord not to be unreasonable withheld.

Upon vacating the Property, Tenant shall deliver all keys to the Tenant's Property to Landlord to at the address below:

City of Dublin
Attention: Marsha Grigsby, City Manager
5200 Emerald Parkway
Dublin, Ohio 43017

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

20. **GOVERNING LAWS**. This Lease 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 Lease, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

21. **ENTIRE AGREEMENT**. This Lease constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the Parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day first above written.

TENANT:

PEACE HANSON LLC
An Ohio limited liability company

By: _____

Its: _____

LANDLORD:

THE CITY OF DUBLIN, OHIO
An Ohio Municipal Corporation

Marsha I. Grigsby, City Manager

EXHIBIT A

0127219.0608226 4832-8817-0012v1