City of Dublin

Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager /MIG

Date: August 21, 2014

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

Re: Ordinance 87-14 - AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 1.5 ACRES, MORE OR LESS, FEE SIMPLE INTEREST FROM JUDITH R. MARGAROLI (FKA-WILSON) AND ENRICO MARGAROLI.

BACKGROUND

As you will recall, the City purchased property from John H. Kilbury late last year to establish additional riverfront parkland, consistent with the City's plans for additional riverfront parkland. Judith R. Margaroli (FKA-Wilson) and Enrico Margaroli (the "Grantors") own the property just north of Mr. Kilbury's former property. The Grantors' property includes approximately 1.5 acres and a single-family dwelling, and is located at 6716 Dublin Road, identified as Franklin County Parcel No. 270-000271. It currently lies within the unincorporated "island" of properties located along the east side of Dublin Road in this area.

Previous goals of City Council and recent Bridge Street District River Corridor Planning efforts have reinforced the need and desirability of the City to provide additional public park space along the Scioto River. This site provides another opportunity to advance the vision for a substantial river park along both sides of the Scioto River in this area. This site is directly opposite the approximately 12 acres of land the City acquired in 2012 on the east side of the Scioto River. Recent surveys of City residents have clearly established river fronting park land as among our community's highest park priorities.

In addition to its Scioto River frontage, the site also possesses high quality scenic character and accessible land areas. Additionally, the house located on the site is within the 100-year floodway, and as such (if privately owned and occupied) its location would trigger future mitigation measures as a result of any river corridor improvements (such as bridges) that would result in any raising of the regulatory flood water levels. The acquisition of this site eliminates that obligation, and the future expenses associated therewith.

The Administration has had an appraisal performed on the subject property, and, although it is uncertain what level of sale price reduction might occur as a result of the home's location within the regulatory floodway, the appraisal value supports the price for the property. The Grantors have agreed to sell the site for $850,000, with continued occupancy rights beyond closing.

This Ordinance authorizes the City Manager to enter into a purchase agreement for Eight Hundred Fifty Thousand Dollars ($850,000) and a two (2) year lease agreement with the Grantors.

RECOMMENDATION

Staff recommends approval of Ordinance No. 87-14 at the second reading/public hearing at the September 8, 2014 Council meeting.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc. Form No. 30043

87-14

Ordinance No. _____ *Passed* _____, 20____

AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 1.5 ACRES, MORE OR LESS, FEE SIMPLE INTEREST FROM JUDITH R. MARGAROLI (FKA-WILSON) AND ENRICO MARGAROLI.

WHEREAS, Judith R. Margaroli (FKA-Wilson) and Enrico Margaroli (the "Sellers") are the owners of a parcel of property, being Franklin County Parcel No. 270-000271, consisting of 1.5 acres, more or less, east of High Street, North of Dublin-Granville Road and located adjacent to the Scioto River (the "Property") attached hereto as Exhibit "A"; and

WHEREAS, City Council established a goal to acquire park land along the Scioto River, and the Bridge Street District Vision Planning supports the use of this property for park purposes, thus supporting the acquisition of this parcel from Sellers to be held by Purchaser as public parkland, said property described in the legal descriptions attached hereto as Exhibit "A"; and

WHEREAS, the City agrees to purchase the Property described in Exhibit "A," and Sellers agree to sell the Property to Purchaser pursuant to the terms of the Real Estate Purchase Agreement ("REPA") and two (2) year Leaseback Agreement attached hereto as Exhibit "B"; and

WHEREAS, the City and the Sellers participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary property interests for Eight Hundred Fifty Thousand Dollars ($850,000); and

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

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 1.5 acres, more or less from Judith R. Margaroli (FKA-Wilson) and Enrico Margaroli, for the sum of Eight Hundred Fifty Thousand Dollars ($850,000), said property interest located within Franklin County Parcel No. 270-000271. 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 shall take effect and be in force from and after the earliest date permitted by law.

Passed this _____day of _____, 2014.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

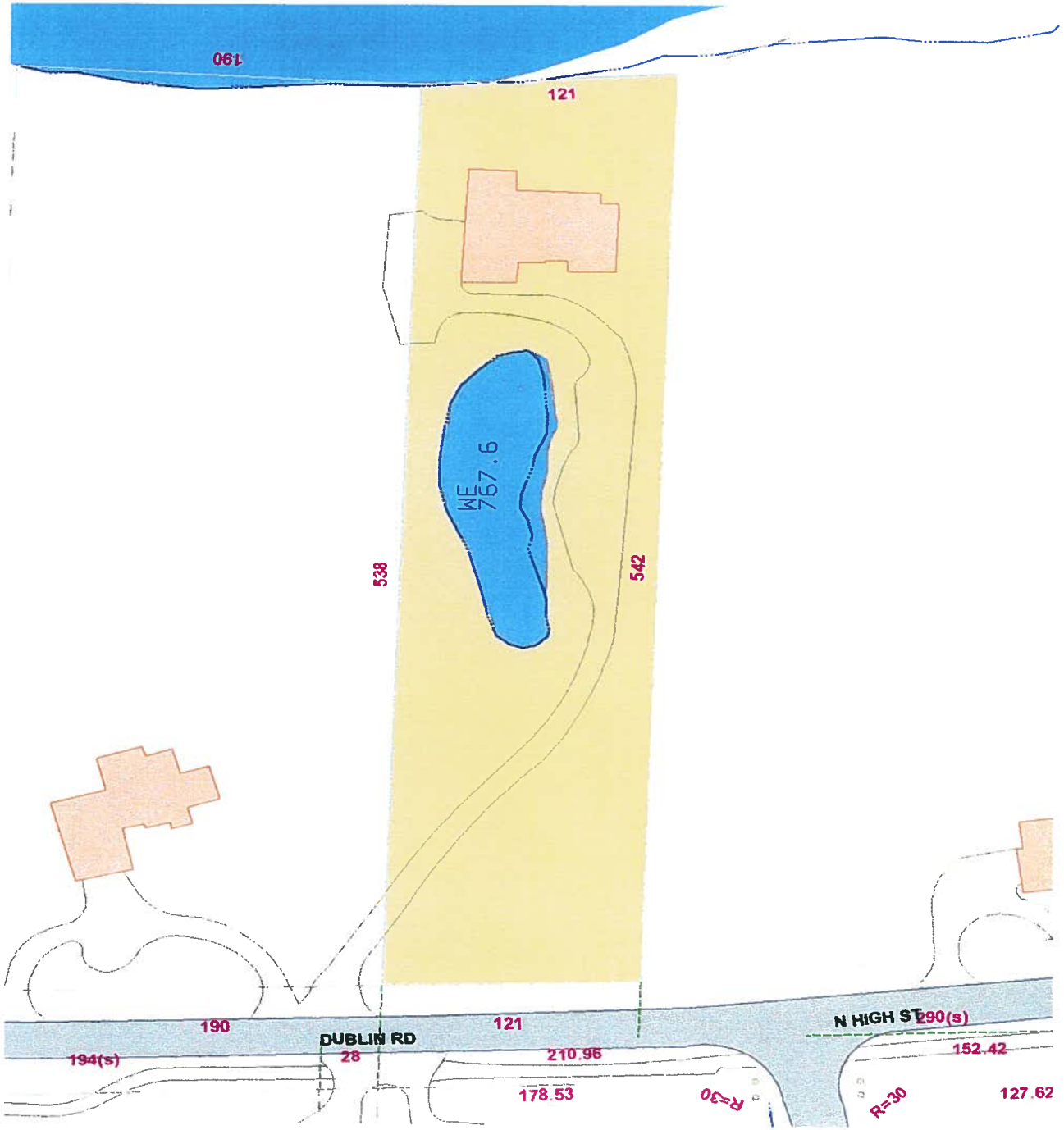
EXHIBIT A

Situated in the State of Ohio, County of Franklin and in the Township of Washington and bounded and described as follows:

Being in Survey No. 2542, VIRGINIA MILITARY LANDS, and being a part of Lot Number Five (5), in the subdivision of the ALBERT CHAPMAN'S LAND, of record in Complete Record 102, page 136, Franklin County Records and being more particularly described as follows:

Beginning at a spike in the center of Dublin-Bellepoint Road, at the southwest corner of land of Donna M. Frambes; thence with the south line of the Frambes land, East 538 feet to the west bank of the Scioto River, passing an iron pin on line at 31.9 feet and another iron pin on line at 528 feet; thence southerly, along the bank of the river 121 feet to a point in a line 121 feet south of and parallel to the south line of the Donna Frambes Land; thence with said line West 542 feet to a point in the Dublin-Bellepoint Road; passing an iron pin on line at 10 feet and another iron pin on line at 510.1 feet; thence North 2 degrees 50' W. along the Dublin-Bellepoint Road 121 feet to the place of beginning, containing 1½ acres, more or less.

Together, with and including an easement for ingress and egress as set forth in Deed of Easement dated March 26, 1983 and recorded in Official Record Volume 2616, page J-12, Recorder's Office, Franklin County, Ohio.


190
121
WE
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N HIGH ST
290(s)
194(s)
28
210.96
152.42
178.53
R=30
R=30
127.62

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

This Contract For Sale and Purchase of Real Property (this "Agreement") is by and between the between the CITY OF DUBLIN, Ohio, an Ohio municipal corporation (hereinafter referred to as the "Purchaser"), having an office at 5200 Emerald Parkway, Dublin, Ohio 43017-1006, and JUDITH R. MARGAROLI (listed on the source deed as Judith R. Wilson) AND ENRICO MARGAROLI, husband and wife (hereinafter referred to as "Sellers"), with an address of 6716 Dublin Road, Dublin, Ohio 43017. Purchaser and Sellers are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, the Sellers are the owner of a single family home located at 6716 Dublin, Road, Dublin, Ohio, Franklin County, parcel no. 273-000271 and consisting of 1.5 acres, more or less, located east of High Street, North of Dublin-Grandville Road and located west of and immediately adjacent to the Scioto River (the "Property");

WHEREAS, Purchaser has established a goal by its City Council to acquire park land along the Scioto River and the Bridge Street District Vision Planning supports the use of the Property for park purposes thus supporting the acquisition of the Property from Sellers to be held by Purchaser as public parkland, the Property described in the legal description attached hereto as Exhibit A; and

WHEREAS, Purchaser agrees to purchase the Property described in Exhibit A, and Sellers agree to sell the Property to Purchaser pursuant to the terms set forth in this Agreement.

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

Provisions

1. Price and Consideration

Purchaser shall pay to Sellers the sum of Eight Hundred Fifty Thousand Dollars ($850,000) which sum shall constitute the entire amount of compensation due Sellers for: (a) the Property and (b) Sellers' covenants set forth herein.

2. Real Estate Taxes and Assessments.

Seller shall pay or credit against the purchase price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to closing, real estate taxes for the year of Closing, and per a separate lease agreement entered into by the Parties, a copy of which is attached hereto and incorporated herein as Exhibit B, where the Purchaser agrees to lease back the Property to

the Sellers for a period of twenty four (24) months. Purchaser shall receive a credit for the term of the lease at closing on the Property for the real estate taxes on the Property improvements, which equals Seventy-Three percent (73%) of the current tax value estimated at the current tax rate prorated through the Lease Termination Date. The City shall be responsible for all taxes on the land which equals Twenty Seven percent (27%) of the current tax value. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the Parties in making this tax proration to give Purchaser a credit as close in amount as possible to the amount which Purchaser will be required to remit to the County Treasurer for the period of time preceding the Lease Termination Date. Upon making the proration provided for herein, Seller and Purchaser agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Purchaser after Closing. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Property in the future. Seller further warrants and represents that neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Property. The covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder;

3. Deed to Transfer

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

4. Supplemental Instruments

Sellers agree to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Sellers shall, and hereby do, warrant that the property described 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.

6. Elimination of Others' Interests

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

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

7. Offer to Sell

If Purchaser executes this Agreement prior to Sellers, then this Agreement shall constitute and be an offer to purchase by Purchaser that shall remain open for acceptance by Sellers for a period of seven (7) days immediately subsequent to the date on which Purchaser delivers such executed Agreement to Sellers. Upon Sellers' acceptance and execution of this Agreement within said period of seven (7) days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties. This section is still subject to the contingencies in paragraph 8 herein.

8. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than thirty (30) days after Sellers notify Purchaser in writing that Sellers are ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than Seventy Five (75) days after the last date on which one of the Parties executes this Agreement.

9. Condition Precedent to City's Obligation to Close; City Council Approval

Purchaser's obligation to consummate the transaction contemplated by this Agreement is subject to, and contingent upon Purchaser obtaining the approval of its City Council. If Purchaser has not obtained such City Council approval by such time as is required to consummate this Agreement, this Agreement shall automatically terminate, and neither party shall thereafter have any further rights, duties, or obligations hereunder.

10. Physical Possession of Land and Improvements

Sellers may occupy the property for up to two year from date of closing. The Parties shall enter into a separate lease agreement reflecting all the terms and conditions for the period of occupancy a copy of which is attached hereto and incorporated herein as Exhibit "B".

11. Control of Property Occupied by Sellers

Control of property occupied by Sellers shall be retained by Purchaser on the date Purchaser tenders the purchase price to Sellers. From that date forward, Purchaser shall retain full access rights to any portion of the property for whatever purpose.

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 Sellers and Purchaser and their respective heirs, executors, administrators, successors and assigns.

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.

14. Entire Agreement

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

15. Amendments and Modifications

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

16. Governing Law

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

{Sellers' signatures and acknowledgement on the following page}

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

PURCHASER

THE CITY OF DUBLIN, OHIO
AN OHIO MUNICIPAL CORPORATION

_____
Marsha I. Grigsby, City Manager

STATE OF OHIO :
: ss.
COUNTY OF _____ :

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 Purchaser in the foregoing Agreement, and acknowledged the signing thereof to be his/her voluntary act and deed for and on behalf of the City of Dublin, Ohio.

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

_____
Notary Public

SELLERS

_____
JUDITH R. WILSON , WIFE

_____
ENRICO MARGAROLI, HUSBAND

STATE OF OHIO :
: ss.
COUNTY OF _____ :

BE IT REMEMBERED, that on this ___ day of _____, 2014, before me, the subscriber, a Notary Public in and for said state, personally appeared JUDITH R. WILSON AND ENRICO MARGAROLI, husband and wife, the Sellers in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed.

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

Situated in the State of Ohio, County of Franklin and in the Township of Washington and bounded and described as follows:

Being in Survey No. 2542, VIRGINIA MILITARY LANDS, and being a part of Lot Number Five (5), in the subdivision of the ALBERT CHAPMAN'S LAND, of record in Complete Record 102, page 136, Franklin County Records and being more particularly described as follows:

Beginning at a spike in the center of Dublin-Bellepoint Road, at the southwest corner of land of Donna M. Frambes; thence with the south line of the Frambes land, East 538 feet to the west bank of the Scioto River, passing an iron pin on line at 31.9 feet and another iron pin on line at 528 feet; thence southerly, along the bank of the river 121 feet to a point in a line 121 feet south of and parallel to the south line of the Donna Frambes Land; thence with said line West 542 feet to a point in the Dublin-Bellepoint Road; passing an iron pin on line at 10 feet and another iron pin on line at 510.1 feet; thence North 2 degrees 50' W. along the Dublin-Bellepoint Road 121 feet to the place of beginning, containing 1½ acres, more or less.

Together, with and including an easement for ingress and egress as set forth in Deed of Easement dated March 26, 1983 and recorded in Official Record Volume 2616, page J-12, Recorder's Office, Franklin County, Ohio.

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 JUDITH R. MARGROLI AND ENRICO MARGAROLI, ("Tenants") with an address of 6716 Dublin Road, Dublin, Ohio 43017.

WITNESSETH:

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

WHEREAS, upon the closing of the sale and purchase of the Property, Landlord has agreed to lease back to the Tenants the Property; and

WHEREAS, Landlord and Tenants 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 Tenants agree as follows:

1. PROPERTY. Landlord hereby leases to Tenants rent free, and Tenants hereby lease from Landlord, rent free, the exclusive right to the Residence and nonexclusive right to the remaining property. This lease shall be considered for the purposes of consideration as part of a sale of property by Tenants to the Landlord.

2. DEFINED PROPERTIES AND USE. Tenants shall continue in possession of the Tenants' Property on the Closing Date, as defined in the Purchase Agreement, in its "as is" condition. Tenants shall be permitted to use the Tenants Property only for residential purposes. Tenants shall not sublet or assign the Tenants' Property or any part thereof, without the prior written consent of Landlord.

Landlord shall have all ownership, control, and access rights to the remainder of the Property, excluding the Tenants' Property following the Closing Date as delineated on Exhibit "C" (Landlord's Property). Landlord rights include, but are not limited to, the right to enter upon the Landlord's Property for the purpose of making surveys, soundings, drillings, appraisals, and examinations as are necessary, in the sole discretion of the Landlord. Tenants may use the Landlord's Property so long as it does not interfere with the Landlord's ownership, control, or rights.

Landlord shall have access rights to the Landlord's Property through the Tenants' Property current ingress and egress points. The Parties shall not in any way unreasonable block the access points to the Property so as to prevent the other access to their respective property.

3. LEASE TERM. The term of this Lease shall be for a period commencing on the Closing Date, as that term is defined in the Purchase Agreement, and terminating on the last day of the twelfth (24th) consecutive full calendar month thereafter (the "Lease Term"). Tenants have the right to terminate the Lease prior to the last day of the Lease Term upon Fifteen (15) days prior written notice.

4. REAL ESTATE TAXES. Tenants shall be responsible for the payment of all real estate taxes and assessments charged against the Property Improvements up until the last day of the Tenants occupying the Property and such estimated sum shall be credited to the Landlord at the closing at the Property's current tax rate for improvements as outlined by the Franklin County Auditor. Upon making the proration provided for in the Real Estate Purchase Agreement, Seller and Buyer agree that the amount so computed shall be subject to later adjustment should the amount credited at Closing be incorrect based upon actual tax bills received by Purchaser after Closing. For example, the Property is taxed a total of Twelve Thousand Seven Hundred Thirty Seven Dollars and Eighty-Two Cents ($12,737.82). Seventy-Five (75%) percent or Nine Thousand Five Hundred Fifty Three Dollars and Thirty Seven Cents ($9,553.37) of this amount is attributed to "Improvements" per year. Based on the foregoing, the Purchaser shall receive a credit of Nineteen Thousand One Hundred Six Dollars and Seventy Three Cents ($19,106.73), subject to later adjustments as outlined herein.

The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of the real estate purchase or otherwise), whether or not the same have been certified.

5. TENANTS' DUTIES. Tenants 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 Tenants' permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the Property;

(e) Personally refrain, and forbid any other person who is on the Residence with Tenants' permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other component of the Property;

(f) Personally refrain, and forbid any other person who is on the Landlord's Property with Tenants' permission, from intentionally or negligently changing any of the characteristics of the Landlord's Property;

(g) Pay for all extermination costs necessary during the Term to keep the Residence 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 residence, provided Landlord gives Tenants at least forty-eight (48) hours notice prior to entry (except in cases of emergency), Landlord shall be permitted to enter the residence in the event of an emergency;

(i) Tenants shall regularly test all smoke detectors and the supply of electrical current thereto; and

(j) Tenants shall be responsible for mowing the lawn and snow removal from the sidewalks and any driveway on the Tenants' Property.

6. UTILITIES. Tenants hereby agree that Tenants 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 Tenants on the Property.

7. INSURANCE. Tenants shall, 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, Tenants' 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 Tenants with respect to the Property shall be primary and shall name Landlord as an additional insured or loss payee, as appropriate. Tenants 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.

8. 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.

9. QUIET ENJOYMENT. Landlord represents that it has full right and power to execute this Lease to the Property leased herein and that Tenants, upon the performance of all of the terms, conditions, and covenants herein contained, shall have, hold and peaceably enjoy the 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, Tenants understand and agree that

Landlord has the right to enter upon the Property for the purpose of making surveys, soundings, drillings, appraisals, and examinations as are necessary, or for any other reasonable purpose. Tenants shall retain access to the Property, but Tenants hereby holds Landlord harmless for any other negative impacts, perceived or otherwise, due to Landlord's use of the Property.

10. WHEN LANDLORD MAY ENTER. Landlord, or Landlord's agents or representatives, may peacefully enter the Residence, upon forty-eight (48) hours prior notice during reasonable times for any reasonable purpose, provided Tenants is present. Landlord reserves the right to enter the Residence without notice in case of emergency. Landlord reserves the right to enter by other means if locks have been changed without Landlord's prior written approval.

11. 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.

12. 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 TENANTS, TENANTS' USE OR OCCUPANCY OF SAID PROPERTY, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

13. DEFAULT BY TENANTS. In the event Tenants are in default of any of the terms or obligations of the Lease, violate and/or fail 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 Tenants with a notice of such default, and Tenants shall have fifteen (15) days to cure said default prior to lease termination. Tenants 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 Tenants' use and occupancy of the Property and/or default under this Lease.

14. LEAD BASED PAINT WARNING. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Tenants acknowledge receipt of the federally approved pamphlet on lead poisoning prevention and have been given the opportunity to read it prior to executing this Lease.

15. SMOKE DETECTORS. Tenants acknowledge that there are smoke detectors in the Property. Tenants also acknowledge that it is Tenants' responsibility to check the smoke detectors and to replace the batteries as needed. **Tenants shall not remove the batteries or disable the**

smoke detectors. Tenants must promptly inform Landlord of any defects or problems with smoke detectors.

16. END OF TERM; SURRENDER. Upon the expiration or earlier termination of this Lease, Tenants shall return the Tenants Property to Landlord in a good, clean and safe condition, reasonable wear and tear and damage by casualty excepted. Tenants shall have the right to remove his personal property from the Tenants' Property.

17. PROPERTY CONDITION UPON SURRENDER. Tenants shall, at the time of vacating the Tenants' Property, remove all trash from the Tenants' Property. If the cleaning and removal of trash is not accomplished by Tenants, Landlord shall perform such cleaning and trash removal at Tenants' expense. Upon vacating the Property, Tenants shall deliver all keys to the Tenants' Property to Landlord to at the address below:

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

18. 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.

19. 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.

20. 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.

21. TERMINATION RIGHTS. Tenants shall have the right at any time during the Term to terminate this Lease by providing written notice of the election to terminate to Landlord (the "Termination Notice"). This Lease will terminate on the thirtieth (30th) day after the date on which the Termination Notice is received by Landlord and both parties shall be released from any and all liabilities under this Lease accruing after such termination.

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

LANDLORD:	**TENANTS:**
City of Dublin, Ohio, an Ohio municipal corporation	_____

ENRICO MARGAROLI

By: _____
Marsha Grigsby, City Manager

_____
JUDITH R. MARGAROLI

EXHIBIT A

Situated in the State of Ohio, County of Franklin and in the Township of Washington and bounded and described as follows:

Being in Survey No. 2542, VIRGINIA MILITARY LANDS, and being a part of Lot Number Five (5), in the subdivision of the ALBERT CHAPMAN'S LAND, of record in Complete Record 102, page 136, Franklin County Records and being more particularly described as follows:

Beginning at a spike in the center of Dublin-Bellepoint Road, at the southwest corner of land of Donna M. Frambes; thence with the south line of the Frambes land, East 538 feet to the west bank of the Scioto River, passing an iron pin on line at 31.9 feet and another iron pin on line at 528 feet; thence southerly, along the bank of the river 121 feet to a point in a line 121 feet south of and parallel to the south line of the Donna Frambes Land; thence with said line West 542 feet to a point in the Dublin-Bellepoint Road; passing an iron pin on line at 10 feet and another iron pin on line at 510.1 feet; thence North 2 degrees 50' W. along the Dublin-Bellepoint Road 121 feet to the place of beginning, containing 1½ acres, more or less.

Together, with and including an easement for ingress and egress as set forth in Deed of Easement dated March 26, 1983 and recorded in Official Record Volume 2616, page J-12, Recorder's Office, Franklin County, Ohio.