



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 
Date: November 13, 2014
Initiated By: Fred Hahn, Director of Parks & Open Space
Re: Ordinance 112-14 - Jacobs Property Acquisition

Summary

Ordinance 12-14 authorizes the City Manager to enter into a purchase agreement for approximately 2.04 acres of property off of Woodland Drive, Dublin, Ohio from Jane M. Jacobs and Thomas C. Jacobs. The agreed upon price is the appraised value of \$69,178/ acre. This wooded land mass, adjacent to existing Dublin parkland and a multi-use trail, will provide the community additional open space as well as help preserve a desirable natural environment within Dublin.

The real estate purchase agreement contains language that reflects closing on 1.3 acres in 2014 with the remaining .74 acres to be purchased in 2015.

Recommendation

Staff believes this acquisition is consistent with Council's ongoing goal of providing the public with convenient open spaces while preserving additional natural areas within the city. Staff recommends approval of Ordinance 112-14 by emergency action at the second reading/public hearing on December 8, 2014 in order to comply with the provisions of the real estate purchase agreement.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 112-14 Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 2.04 ACRES, MORE OR LESS, FEE SIMPLE INTEREST FROM JANE M. JACOBS AND THOMAS C. JACOBS, AND DECLARING AN EMERGENCY.

WHEREAS, Jane M. Jacobs is the owner of eight (8) contiguous parcels of property, being Franklin County Parcel Nos. 273-008444, 273-008445, 273-008446, 273-008447, 273-008448, 273-008460, 273-008458, and 273-008457, and Thomas C. Jacobs, husband of Jane M. Jacobs is the owner of an additional adjacent parcel of property, being Franklin County Parcel No. 273-008459, all nine (9) parcels consisting of a total of 2.04 acres, more or less, located east of Riverside Drive, North of I-270 and adjacent to the Scioto River (the "Property") a description of which is attached hereto as Exhibit "A"; and

WHEREAS, the Property is adjacent to an existing City park; thus the acquisition of these parcels from the Jacobs will be held with the intent to expand the existing City park; and

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

WHEREAS, the City and the Jacobs participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary Property for One Hundred Forty One Thousand One Hundred Twenty Three Dollars (\$141,123), which represents approximately the appraised value of Sixty Nine Thousand One Hundred Seventy Eight Dollars (\$69,178) per acre; and

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

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

Section 1. The City Manager is hereby authorized to execute, in the name and on behalf of the City, the REPA in substantially the form as attached Exhibit "B" and all necessary conveyance documentation to acquire an approximate 2.04 acres, more or less, from Jane M. Jacobs and Thomas C. Jacobs, for the sum of One Hundred Forty One Thousand One Hundred Twenty Three Dollars (\$141,123), said property interest located within Franklin County Parcel Nos. 273-008444, 273-008445, 273-008446, 273-008447, 273-008448, 273-008460, 273-008459, 273-008458, and 273-008457. The REPA is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager on behalf of the City, all of which shall be conclusively evidenced by the signing of the REPA or amendments thereto.

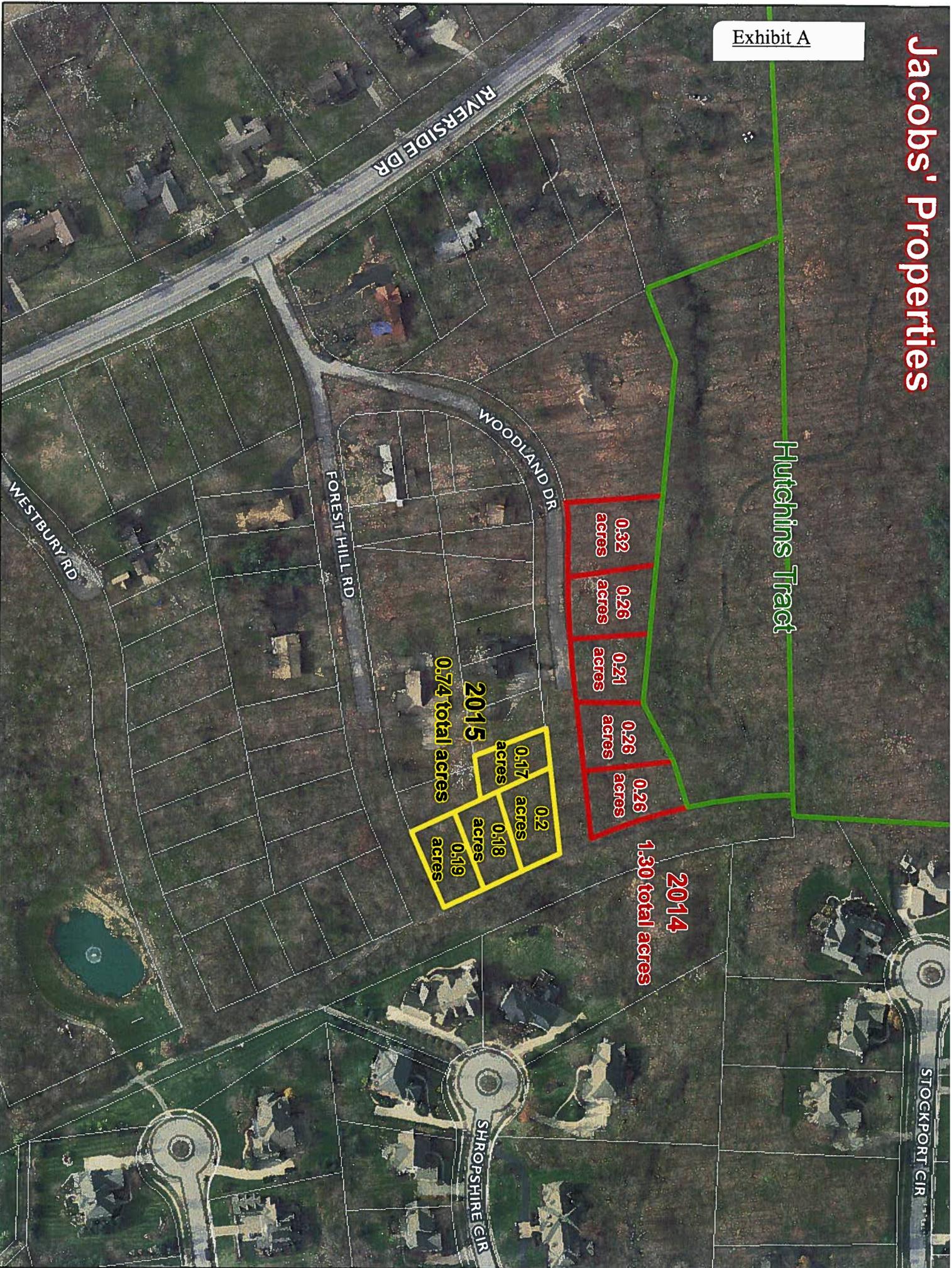
Section 2. This Ordinance is declared to be an emergency necessary for the immediate preservation of the public peace, health, safety or welfare, and for the further reason to comply with the terms of the real estate purchase agreement. This Ordinance shall therefore be effective upon passage.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council



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 JANE M. JACOBS AND THOMAS C. JACOBS, husband and wife (hereinafter referred to as "Sellers"), with an address of 4383 Forest Hill Rd., Powell, Ohio 43065. Purchaser and Sellers are referred to individually herein as "Party" and collectively as "Parties."

Recitals

WHEREAS, the Sellers own nine (9) parcels; Franklin County, parcel nos. 273-008444, 273-008445, 273-008446, 273-008447, 273-008448, 273-008460, 273-008459, 273-008458, and 273-008457, and consisting of 2.04 acres, more or less, located east of Riverside Drive, Dublin, Ohio, off of Woodland Drive and Forest Hill (the "Property");

WHEREAS, the Property is adjacent to an existing City park; thus the acquisition of these parcels from the Sellers will be held with the intent to expand the existing City park, said Property depicted in the attached Exhibit A; and

WHEREAS, Purchaser agrees to purchase the Property depicted 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 One Hundred Forty One Thousand One Hundred Twenty Three Dollars (\$141,123) which sum shall constitute the entire amount of compensation due Sellers for: (a) the Property and (b) Seller's covenants set forth herein.

2. 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 depicted in Exhibit A. If the rights, titles and estates depicted 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 depicted 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.

3. Supplemental Instruments

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

4. Warranty of Title

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

5. 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 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 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 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 Purchaser, in its sole discretion, deems to be excessive. Sellers shall cooperate with all pre-acquisition due diligence by the Purchaser.

6. No Change in Character of Property

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

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

For Franklin County parcel numbers 273-008444, 273-008445, 273-008446, 273-008447, and 273-008448, 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 the execution of this Agreement, unless otherwise agreed to by the Parties.

For Franklin County parcel numbers 273-008460, 273-008459, 273-008458, and 273-008457, the consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but shall occur in calendar year 2015, unless otherwise agreed to by the Parties

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. 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.

11. 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.

12. 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.

13. 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.

14. Governing Law

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

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

PURCHASER

THE CITY OF DUBLIN, OHIO
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' signatures and acknowledgement on the following page}

SELLERS

JANE M. JACOBS , WIFE

THOMAS C. JACOBS, 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 JANE M. JACOBS AND THOMAS C. JACOBS, wife and husband, 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