



To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager 

Date: January 21, 2016

Initiated By: Donna L. Goss, Development Director
Philip K. Hartman, Assistant Law Director

Re: Ordinance 02-16 – Authorizing the City Manager to Execute a Real Estate Purchase Agreement and Necessary Conveyance Documents to Acquire a 23.695 Acres, More or Less, Fee Simple Interest Located Property North of Rings Road, South and East of Paul Blazer Parkway and West of Frantz Road for Economic Development, Appropriating Funds Therefor, and declaring an emergency.

Background

Since the recession of 2007-2009, the U.S. office market has suffered from lack of demand and slow employment growth in office-using sectors of the economy. Older properties, mostly interior to I-270 – such as those located in Dublin’s Frantz Road corridor, Metro Office District and Blazer Research District – are challenged to compete with new offerings that are proximate to mass transit and multiple retail and restaurant establishments. On a nationwide scale, owners of suburban properties are increasingly finding their assets to be obsolete. As a proactive measure to address City Council’s goal of developing and deploying strategies to ensure the City’s corporate office space remains competitive, the Development Department has identified a parcel of vacant land in the Frantz Road corridor as a strategic development site.

The undeveloped parcel is bounded by Frantz Road, Rings Road and Blazer Parkway, and adjacent to property on the west that includes a 400,000 square foot, seven-story building and supporting surface parking. Due to its strategic location (see attached location maps), the site provides a unique development opportunity to revitalize the Parkway Professional Plaza and Frantz Road corridor and will be an area of focus within the framework of the forthcoming Metro Park-Blazer Parkway Area Plan (previously, this parcel was a subject of the Office Competitiveness Study).

Consistent with the appraised valuation, Nationwide Mutual Insurance has accepted the conditions of a real estate purchase agreement in the amount of \$2,000,000. This ordinance authorizes the City Manager to enter into a purchase agreement for the acquisition of the 23.695 acres.

Recommendation

Staff recommends that Council approve Ordinance No. 02-16 at the second reading/public hearing on February 8 for the purpose of optimizing the City of Dublin’s business climate, growing existing businesses as well as attracting new businesses to the City. Staff further recommends that Ordinance No. 02-16 be adopted as an emergency at the second reading as it is necessary for the advancement of the project.

RECORD OF ORDINANCES

Ordinance No. 02-16

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE REAL ESTATE PURCHASE AGREEMENT AND NECESSARY CONVEYANCE DOCUMENTS TO ACQUIRE A 23.695 ACRES, MORE OR LESS, FEE SIMPLE INTEREST LOCATED PROPERTY NORTH OF RINGS ROAD, SOUTH AND EAST OF PAUL BLAZER PARKWAY AND WEST OF FRANTZ ROAD FOR ECONOMIC DEVELOPMENT, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Dublin (the "City") has established the goal of ensuring the City's corporate office space remains competitive; and

WHEREAS, strategies for economic development attraction and retention support the public holding of property for the development of businesses; and

WHEREAS, undeveloped acreage exists within Franklin County Parcel No. 273-010749 owned by Nationwide Realty International Inc., (the "Grantor"), said property interest more fully described in the Exhibit "A" attached hereto; and

WHEREAS, the City and the Grantor participated in good faith discussions and have come to mutually agreeable terms for the acquisition of the necessary property interest for the sum of Two Million (\$2,000,000); and

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

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

Section 1. The City Manager is hereby authorized to execute all necessary conveyance documentation to acquire a 23.695 acre, more or less parcel, from Nationwide Realty International Inc., for the sum of Two Million (\$2,000,000), said property interest located within Franklin County Parcel No. 273-010749, and more fully described and depicted in the attached Exhibit "A."

Section 2. There is hereby appropriated from the unappropriated balance in the General Fund the amount of \$2,000,000 for payment in compliance with the real estate purchase agreement.

Section 3. 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 that obtaining the property interest is necessary for the advancement of this Project. The ordinance shall therefore take effect immediately upon passage.

Passed this _____ day of _____, 2016.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

EXHIBIT A

Legal Description of the Real Estate

NOT A CERTIFIED COPY

EXHIBIT A

**BEING A 23.695 ACRE TRACT
BEING PART OF A 62.947 ACRE TRACT AND
SITUATED IN VIRGINIA MILITARY SURVEY No. 2419 (4852)
CITY OF DUBLIN, FRANKLIN COUNTY
STATE OF OHIO**

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey No. 2419 (4852) and being part of a 62.947 acre tract of land as conveyed to Duke Construction Limited Partnership by deed of record in Instrument Number 200006200121086, Auditor's Parcel Number 273-00964, all references being to the records of the Recorder's Office, Franklin County, Ohio and being a 23.695 acre tract of land more particularly bounded and described as follows:

Beginning at a cross notch found at the intersection of the southerly right-of-way line of Blazer Parkway as recorded in a 0.700 acre tract of land as conveyed to the City of Dublin by deed of record in Official Record 20495, Page G16 and the west right-of-way line of Frantz Road as recorded in a perpetual easement to the county of Franklin of record in Deed Book 3106, Page 173, also being at the northeast corner of the said 62.947 acre tract and said point being the **TRUE POINT OF BEGINNING** of the herein described tract of land;

Thence along the said westerly right-of-way line of Frantz Road and the east line of the said 62.947 acre tract with the following three courses:

Thence along an arc of a curve to the right, having a radius of 1859.86 feet, a central angle of $09^{\circ} 27' 08''$, an arc length of 306.83 feet, whose chord bears South $11^{\circ} 15' 29''$ East, a distance of 306.48 feet to an iron pin set at a point of tangency;

Thence South $06^{\circ} 31' 55''$ East, a distance of 757.93 feet to an iron pin found;

Thence South $38^{\circ} 48' 21''$ West, a distance of 30.50 feet to an iron pin set 48.50 left of Station 76+28.72 and in the northerly right-of-way line of Rings Road (relocated) and also being at the southeast corner of the said 62.947 acre tract and at the northeast corner of a 0.855 acre tract of land as conveyed to the City of Dublin by deed of record in Instrument No. 199903120062458;

Thence along the said northerly right-of-way line of Rings Road (relocated), the northerly line of the said 0.855 acre tract and the south line of the said 62.947 acre tract with the following two courses:

Thence along the arc of a curve to the left, having a radius of 1321.83 feet, a central angle of $27^{\circ} 02' 14''$, an arc length of 623.75, whose chord bears South $68^{\circ} 25' 18''$ West, a distance of 617.98 feet to an iron pin set 48.50 feet left of station 70+27.86 at a point of reverse curvature;

EXHIBIT A

Thence along the arc of a curve to the right, having a radius of 1224.83 feet, a central angle of $01^{\circ}40'04''$, an arc length of 35.65 feet, whose chord bears South $55^{\circ}44'14''$ West, a distance of 35.65 feet to an iron pin set 48.50 left of station 69+90.79;

Thence crossing the said 62.947 acre tract of land with a new division line along the following five courses:

Thence along an arc of a curve to the left, having a radius of 200.00 feet, a central angle of $47^{\circ}21'46''$, an arc length of 165.33 feet, whose chord bears North $71^{\circ}13'41''$ West, a distance of 160.66 feet to an iron pin set at a point of reverse curvature;

Thence along an arc of a curve to the right, having a radius of 200.00 feet, a central angle of $88^{\circ}25'45''$, an arc length of 308.68 feet, whose chord bears North $50^{\circ}41'42''$ West, a distance of 278.94 feet to an iron pin set;

Thence North $06^{\circ}28'50''$ West, a distance of 505.58 feet to an iron pin set;

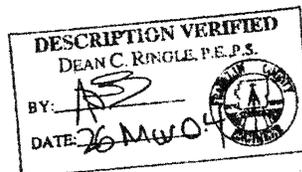
Thence along an arc of a curve to the right, having a radius of 200.00 feet, a central angle of $68^{\circ}03'08''$, an arc length of 237.55 feet, whose chord bears North $27^{\circ}32'44''$ East, a distance of 223.83 feet to an iron pin set;

Thence North $06^{\circ}28'50''$ West, a distance of 230.30 feet to an iron pin set on a curve in the southerly right-of-way line of Paul G. Blazer Parkway, in the southerly line of the said 0.700 acre tract and in the northerly line of the said 62.947 acre tract;

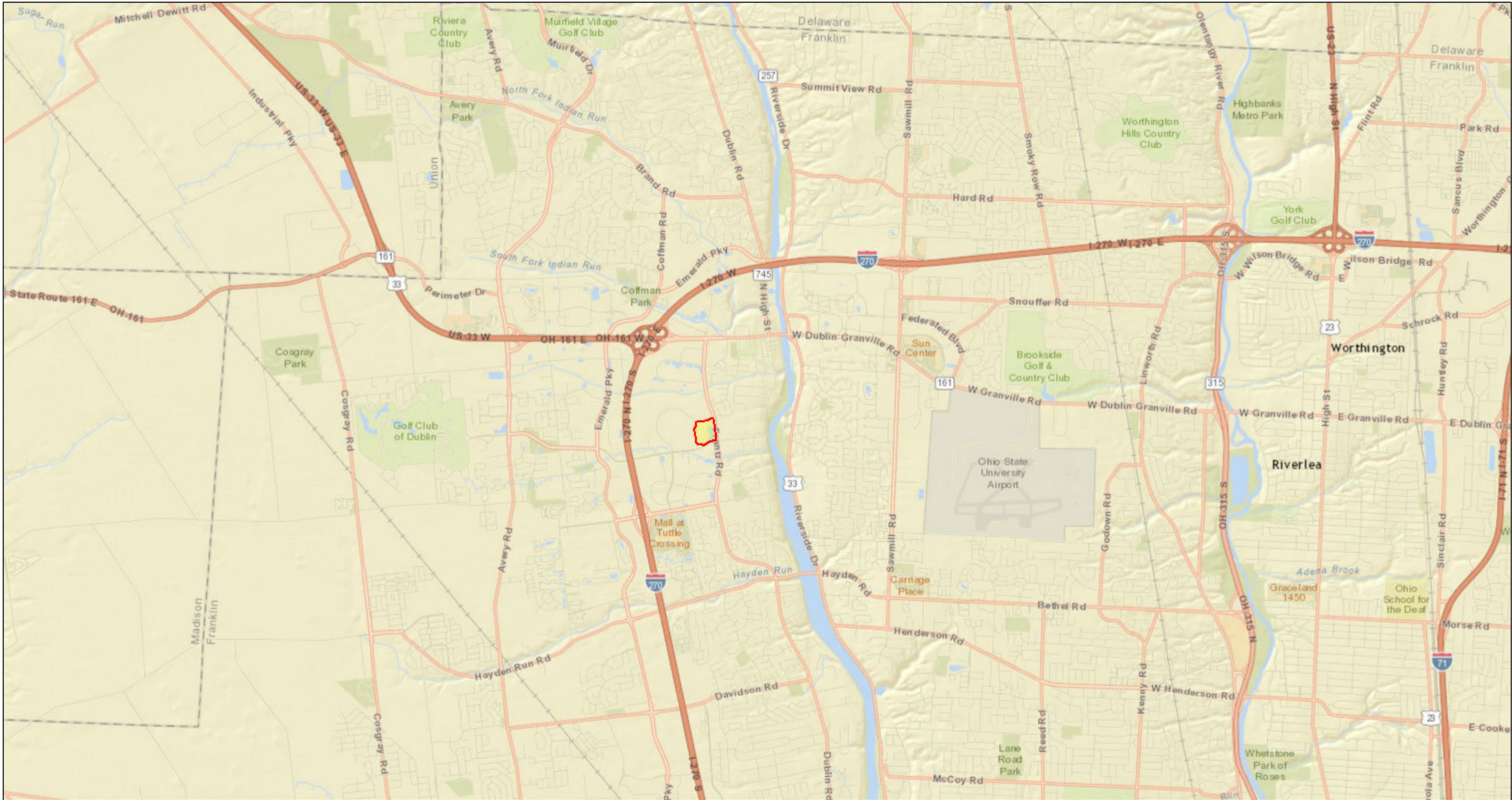
Thence with the southerly right-of-way line of Paul G. Blazer Parkway, the southerly line of the said 0.700 acre tract and the northerly line of the said 62.947 acre tract along the arc of a curve to the left, having a radius of 823.00 feet, a central angle of $31^{\circ}16'28''$, an arc length of 449.23 feet, whose chord bears North $86^{\circ}02'23''$ East, a distance of 443.67 feet to an iron pin set;

Thence continuing with the southerly right-of-way line of Paul G. Blazer Parkway, the southerly line of the said 0.700 acre tract and the northerly line of the said 62.947 acre tract, North $70^{\circ}24'10''$ East, a distance of 405.57 feet to the true point of beginning and containing 23.695 acres of land, more or less.

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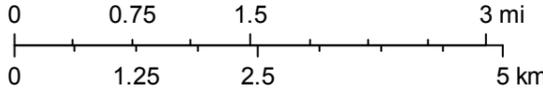


Franklin County Auditors Office



January 14, 2016

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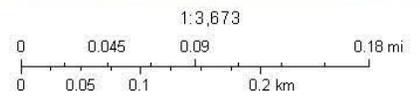


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REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into on the ___ day of _____, 2015 (the "Effective Date") by and between the City of Dublin, Ohio, an Ohio municipal corporation ("Purchaser"), having an office at 5200 Emerald Parkway, Dublin, Ohio 43017-1006, and Nationwide Insurance Mutual Company, and Ohio mutual insurance company ("Seller"), with a tax mailing address of One Nationwide Plaza, Columbus, Ohio 43215-2220 (Purchaser and Seller referred to together as "Parties").

BACKGROUND INFORMATION

WHEREAS, Seller is the owner of a certain parcel of real property north of Rings Road, south and East of Paul Blazer Parkway and west of Frantz Road situated in the City of Dublin, County of Franklin and State of Ohio, such real property containing 23.75 acres, more or less, with a tax parcel number of 273-010749, which real property is more fully described on Exhibit "A", attached hereto and made a part hereof (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "Premises");

WHEREAS, the Premises is vacate and unimproved real property with the exception of a retention pond;

WHEREAS, Seller desires to sell and Purchaser desires to purchase from Seller the Premises;

STATEMENT OF THE AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to and incorporate in the foregoing Background Information and as follows:

ARTICLE I PURCHASE AND SALE OF REAL PROPERTY

1.01 Agreement. On the terms and conditions set forth below, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller the Premises.

ARTICLE II PURCHASE PRICE

2.01 Purchase and Sale of the Premises. The total price for the Premises shall be **Two Million Dollars (\$2,000,000.00)** (the "Purchase Price"), payable by Purchaser to Seller in cash or by immediately available wired funds at the Closing, subject to prorations, credits, allowances and other adjustments specifically provided for herein.

ARTICLE III
CONTINGENCIES

3.01 Contingent Agreement. This closing in this Agreement shall be completely contingent upon Purchaser's satisfaction or Purchaser's waiver of the contingencies set forth in Section 3.02 below (the "Contingencies"), within ninety (90) days of the execution of this Agreement (the "Contingency Period"). The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "Contingency Date".

3.02 Contingencies. The Contingencies are as follows:

- (a) Dublin City Council approving of this Agreement and appropriating sufficient funds to purchase the Premises;
- (b) Purchaser shall determine that the Premises shall have soil conditions, as determined by engineering tests or studies satisfactory to Purchaser, which without substantial corrective measures, permit construction thereon of the improvements within and upon the Premises;
- (d) Purchaser shall determine that the Premises shall have drainage conditions acceptable to Purchaser, in its sole discretion;
- (e) Purchaser shall receive a report, prepared by a certified environmental engineer selected by Purchaser, indicating that the Premises (including improvements located thereon, if any) is free of all hazardous wastes, asbestos and substances and materials which may require remediation or which may result in penalties under applicable laws, rules or regulations; and
- (f) Purchaser shall have determined, in its sole judgment, that the development of the Premises for Purchaser's intended use is economically and physically feasible.

3.03 Notice of Satisfaction or Waiver. The Contingencies above shall be deemed to have been satisfied or waived, unless on or before the expiration of the Contingency Period, Purchaser gives to Seller notice of Purchaser's failure to satisfy the Contingencies. Upon delivery of such notice, this Agreement shall terminate and thereafter both parties shall be fully released from all further liability and obligations hereunder.

ARTICLE IV
SUBMISSION MATERIALS

4.01 Seller's Cooperation. Seller shall, within five (5) day after the Effective Date, submit to Purchaser the following information and/or materials not already provided by the Seller, to the extent the same is available, for use by Purchaser in preparation for the purchase of the Premises.

- (a) Surveys, site plans, topographical studies, plat maps, property descriptions and all engineering drawings for the utilities and public services servicing the Premises,

including, by way of example, but not of limitation, the sanitary sewers, water lines and street improvements for the Premises;

- (b) Soils reports for the Premises;
- (c) Environmental studies of the Premises; and
- (d) Copies of the title insurance policies issued upon Seller's acquisition of the Premises.

All materials provided to Purchaser pursuant to this Article IV shall be deemed conditional. If this transaction is not closed in accordance with the terms hereof, such materials shall be returned to Seller upon demand. Seller hereby agrees to cooperate with Purchaser in all respects during the term of this Agreement, including Seller's joining in the execution of any and all reasonable applications, instruments, licenses and documents contemplated pursuant hereto.

ARTICLE V **EVIDENCE OF TITLE**

5.01 Title Commitment. Purchaser may obtain a commitment (a "Title Commitment") from a title insurance company licensed to do business in the State of Ohio to issue an ALTA Owner's Title Insurance Policy (Form 6/17/06) in the full amount of the Purchase Price of the Premises (the "Title Policy"). The cost of the Title Policy shall be paid by Seller. The Title Commitment will be certified to the Effective Date and will include copies of all recorded documents evidencing title exceptions raised in Schedule B of the Title Commitment. On or before the date of Closing, the Title Commitment must show in Seller good and marketable title to the Premises, free and clear of the standard printed exceptions contained in Schedule B of said commitment and the Title Policy, and free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following (collectively, the "Permitted Encumbrances"):

- (a) Those created or assumed by Purchaser;
- (b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with the Premises;
- (c) Real estate taxes which are a lien on the Premises but which are not yet due and payable; and
- (d) Easements and restrictions of record acceptable to Purchaser which do not interfere with the Premises.

If the legal description for the Premises includes more than one parcel, the title commitment shall state affirmatively that all parcels of land are contiguous. The title commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Premises, and shall provide insurance coverage in respect to all of such appurtenant rights. The title commitment shall include the results of a special tax search and examination for any financing statements filed of record which may affect the Premises.

5.02 Endorsement at Closing. At the Closing, Seller shall provide Purchaser with endorsements to the title commitment updating the commitment to the respective date and showing no change in the state of the title to the Premises (other than mortgages which shall be released by Seller at the Closing). After Closing, a final owner's title insurance policy shall be issued in the amount of the Purchase Price.

5.03 Survey. Purchaser may, at its expense, obtain a current survey of the Premises. The survey shall include a legal description of the Premises and shall be certified by the surveyor to Purchaser and the title insurance company. Subject to the approval of the title insurance company, the legal description set forth on the survey shall be used in the title insurance commitment and policy and in all documents of transfer contemplated hereby. The survey shall be sufficient to waive or insure over any and all questions or survey.

5.04 Status of Title; Permitted Encumbrances; Objections. Up and until the close of Contingency period, Purchaser may provide Seller with written objections to the extent that the Title Commitment reveals matters other than the Permitted Encumbrances (the "Objections") which constitute a monetary lien or may interfere with Purchaser's use of the Premises for its intended purpose. Purchaser's failure to make Objections within such time period will constitute a waiver of Purchaser's right to make Objections. Seller shall satisfy Objections or Purchaser waives the objections at the Closing. In the event Seller elects not to cure the Objection(s), Purchaser may terminate this Agreement by giving notice of termination to Seller before or at closing. Seller shall provide Purchaser with evidence, satisfactory to Purchaser, in its sole discretion, that the Objections will be fully cured and/or released on the date of Closing or that the Title Company will issue satisfactory endorsements to the final Title Policy insuring against the risks associated with same. In the event the Objections are not cured or removed, or in the event Seller cannot provide satisfactory evidence that the Objections will be cured on or before the date of Closing or that satisfactory endorsements to the Title Policy will be issued, Purchaser shall make its election, at closing, by written notice to Seller, to either:

- (1) Accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder; or
- (2) Terminate this Agreement.

Purchaser's failure to make its election at closing shall constitute Purchaser's election to accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder.

ARTICLE VI **DEED AND OTHER DOCUMENTS**

6.01 General Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Premises to Purchaser by a duly and validly executed, recordable general warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Article V hereof.

6.02 Other Documents. Purchaser and Seller agree that such other documents as may be

legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. Such documents shall include, but not be limited to a closing statement, Seller's affidavit regarding liens, unrecorded matters and possession and, if requested, Seller's affidavit regarding the warranties and representations set forth in Article XI hereof.

ARTICLE VII **POSSESSION AND INSPECTION**

7.01 Tests and Engineering Studies. For and during the entire period that this Agreement is in effect, Purchaser shall, at its sole cost, have the right through Purchaser's associates, employees and/or contractors and agents to enter upon the Premises and cross any adjacent lands of Seller for access to the Premises for the purpose of surveying, inspecting, making contour surveys, temporary excavations (to be refilled by Purchaser as promptly as the same shall have served their purpose), test borings and other purposes required by Purchaser to enable Purchaser to ascertain whether it is feasible to complete the proposed development of the Premises for the Intended Purpose.

ARTICLE VIII **CLOSING**

8.01 Closing and Possession. Seller and Purchaser agree that the purchase and sale of the Premises shall be closed (the "Closing") no later than ninety (90) days after that execution of this Agreement by the Parties, unless otherwise agreed to in writing by the Parties. Said Closing shall be held at a time and place in Franklin County, Ohio as shall be selected by Purchaser, and agreed to by Seller.

8.03 Seller Closing Documents. In addition to the deed described in Article VI, at the Closing, Seller shall deliver to Purchaser: (i) a closing statement showing the Purchase Price and all charges or credits to Purchaser or Seller provided for herein, (ii) all consents, affidavits or other documents reasonably and customarily required to issue the Title Policy, (iii) such evidence of authority as Purchaser or the title company issuing the Title Policy reasonably may deem necessary to evidence the authority of Seller to enter into this Agreement and to consummate the transactions contemplated hereby, (iv) an affidavit that Seller is not non-resident "aliens", "foreign corporation", "foreign partnership", "foreign trust", or "foreign estate" within the meaning of the Internal Revenue Code and Regulations thereunder.

8.04 Purchaser's Closing Documents. At the Closing, Purchaser shall deliver to Seller: (i) the Purchase Price, (ii) a closing statement showing the Purchase Price and all charges or credits to Purchaser or Seller provided for herein and (iii) such evidence of authority as Seller or the title company issuing the Title Policy reasonably may deem necessary to evidence the authority of Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby.

ARTICLE IX
APPORTIONMENTS AND ADJUSTMENTS

9.01 Adjustments at Closing. On the Closing Date, Purchaser and Seller shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

- (a) 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 Premises 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, prorated through the Closing Date and if applicable all agricultural use tax recoupments for years through the year of Closing. 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 in an amount as close as possible to the amount which Purchaser will be required to remit to the County Auditor for the period of time preceding the Closing Date hereof. If applicable, this amount shall include any possible taxes relating to the office building improvement that the County Auditor may deem to be due and owing from the Purchaser. The agreed upon amount so computed by the Parties shall be final, except as to the amount the County Auditor attributes to the value, if any, placed on "Improvements" to the Premises after closing if applicable. The Seller if applicable agrees to reimburse the Purchaser for any taxes attributed to "Improvements." To receive reimbursement the Purchaser must make a request for reimbursement from the Seller in writing within Sixty (60) days of paying the same and Seller shall reimburse within thirty (30) days of receiving the request to the address in Article XII for Purchaser. 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 Premises in the future. Seller further warrants and represent 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 Premises. 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 for a period of one (1) year;
- (b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:
- (i) The cost of the Owner's 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) the fee, if any, charged by the title insurance company for

closing the transaction contemplated herein.

(c) Purchaser's Expenses. Purchaser shall, at the Closing (unless previously paid), pay the following:

- (i) The cost of the Title Commitment for the Premises;
- (ii) The recording fees required for recording the general warranty deed;
- (iii) The cost of the survey referred to in Section 5.03; and
- (iv) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

(d) Brokers. Seller hereby warrants and represent to Purchaser that Seller has not engaged or dealt with any broker or agent in regard to this Agreement. Seller hereby agrees to indemnify Purchaser and hold Purchaser harmless against any liability, loss, cost, damage, claim and expense (including, but not limited to, attorneys' fees and costs of litigation) which Purchaser shall ever incur or be threatened with because of any claim of any broker or agent claiming through Seller, whether or not meritorious, for any such fee or commission. Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any broker or agent in regard to this Agreement. Purchaser agrees to indemnify, to the extent permitted by law, Seller and hold Seller harmless against any liability, loss, cost, damage, claims and expense (including, but not limited to, attorneys' fees and cost of litigation) which Seller may ever suffer, incur, or be threatened with because of any claim by any broker or agent claiming by, through or under Purchaser, whether or not meritorious, for any such fee or commission.

ARTICLE X **WARRANTIES AND REPRESENTATIONS OF SELLER AND PURCHASER**

10.01 Warranties and Representations of Seller. In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants as follows:

- (a) To the best of Seller's knowledge, neither Seller nor any agent, employee or representative of Seller, has received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;
- (b) To the best of Seller's knowledge, the execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Premises, under any agreement or other instrument to which Seller is a party or by which Seller or the Premises might be bound;
- (c) To the best of Seller's knowledge, neither Seller, nor any agent, employee or representative of Seller, has received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which

would prevent, limit or in any manner interfere with the proposed use of the Premises;

- (d) To the best of Seller's knowledge, as of the Closing Date, no other person or entity other than Seller and existing tenants currently owns or has any legal or equitable interest in the Premises and no other person or entity other than Purchaser has or will have any right to acquire the Premises, or any portion thereof;
- (e) All taxes payable with respect to the operation, ownership or control of the Premises which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;
- (f) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Premises, unless otherwise approved in writing by the Purchaser;
- (g) To the best of Seller's knowledge, there are no hazardous wastes, hazardous substances, or hazardous materials located in, on or about or generated from the Premises which may require remediation or which may result in penalties under any applicable law;
- (h) To the best of Seller's knowledge, there are no laws, ordinances, regulations, covenants, conditions or restrictions pertaining to or encumbering the Premises which would, in any way, impair, interfere with or prevent the Purchaser from developing the Premises;
- (i) Seller is a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

10.02 Breach of Warranties by Seller Prior to Closing. If, during the pendency of this Agreement, Purchaser determines that any warranty or representation given by Seller to Purchaser under this Agreement shall be untrue, incorrect or misleading, in whole or in part, in any material respect, the same shall constitute a default by Seller hereunder. In such event, Purchaser may give written notice thereof and shall thereafter have such rights and remedies as may be available to Purchaser as provided herein, at law or in equity, including, but not limited to, the right to receive compensation for damages and/or the right to terminate this Agreement.

10.03 Warranties and Representations of Purchaser. In addition to any other representation or warranty contained in this Agreement, Purchaser hereby represents and warrants as follows:

- (a) All costs and expenses associated with the Development of the Premises shall be borne by the Purchaser, including, but not limited to, the construction of the roadway improvements and the relocation of any utilities within the Premises.

10.04 Warranties and Representations Survive Closing. The warranties, representations, 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 for a period of one (1) year after the Closing Date. All representations and warranties set forth in this Article X shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Purchaser, Seller shall so certify, in writing, in form reasonably requested by Purchaser. Seller hereby agrees to indemnify and hold Purchaser harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Purchaser may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Premises prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

10.05. Property Subject to a Lease. The Seller has leased the Property to _____ for planting, maintaining, and harvesting crops pursuant to the terms in "Exhibit B". The Purchaser agrees to accept from the Seller the assignment of this lease pursuant to Section _____ of the lease.

ARTICLE XI **NOTICES**

11.01. Notices. Whenever in this Agreement it shall be required or permitted that notice be given or served by either Party hereto on the other, such notice shall be in writing and shall be deemed served when either delivered in person to the following designated agents for that purpose, or deposited in the United States Mail, by certified or registered mail, postage prepaid, return receipt requested, addressed to the other Party as follows:

If to Seller:

With copy to:

or such other address as Seller may hereinafter designate by written notice to Purchaser. Any notice to be served on Purchaser shall be addressed as follows:

If to Purchaser: Dana L. McDaniel
 City Manager
 City of Dublin
 5200 Emerald Parkway
 Dublin, Ohio 43017

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

or such other address as Purchaser may hereinafter designate by written notice to Seller.

ARTICLE XII
GENERAL PROVISIONS

12.01 Governing Law. This Agreement 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 Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

12.02 Entire Agreement. This Agreement 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.

12.03 Time of Essence. Time is of the essence of this Agreement in all respects.

12.04 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

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

12.06 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the party making the waiver.

12.07 Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

12.08 Survival. The terms and provisions of this Agreement shall survive the delivery of the deed of conveyance hereunder.

12.09. 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.

SELLER:
NATIONWIDE MUTUAL INSURANCE CO.
An Ohio mutual insurance company

PURCHASER:
THE CITY OF DUBLIN, OHIO
An Ohio municipal corporation

By: _____

Dana L. McDaniel, City Manager

Its: _____

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2015, before me, the subscriber, a Notary Public in and for said state, personally appeared _____, duly authorized signator for Nationwide Mutual Insurance Company, the Seller 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

STATE OF OHIO :
: ss.
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this ___ day of _____, 2013, before me, the subscriber, a Notary Public in and for said state, personally appeared Dana L. McDaniel, 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 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

{Signatures continue on the next page}

Approved as to form:

Stephen J. Smith, Law Director

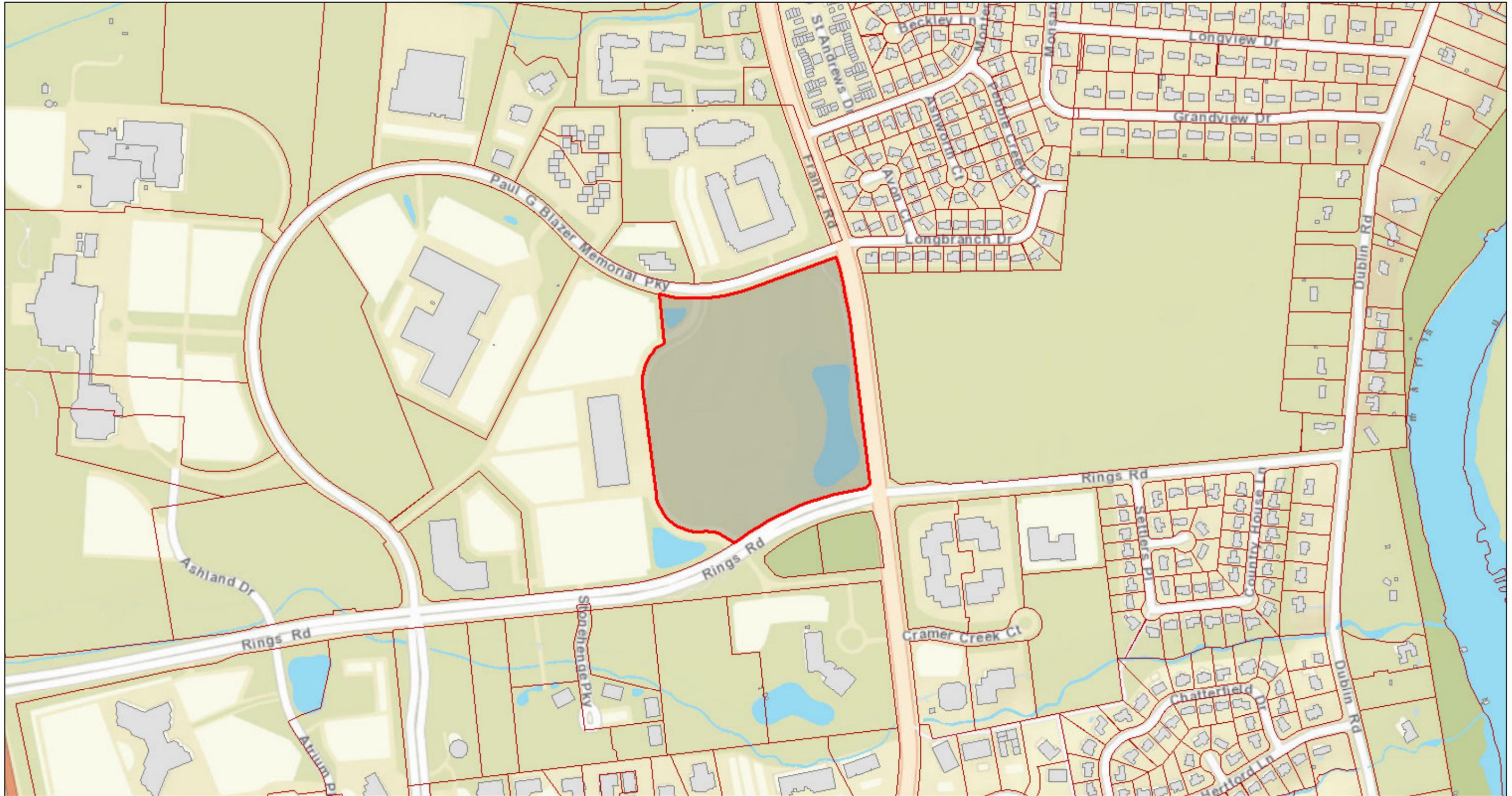
CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet the obligations of Dublin hereunder has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

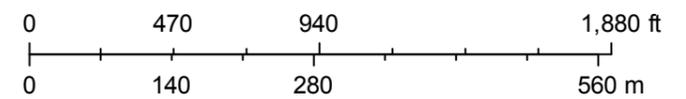
Angel Mumma, Dublin Finance Director

Exhibit A



November 30, 2015

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Franklin County Auditor