



Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager
Date: November 2, 2021
Re: Ordinance 80-21 – AUTHORIZING THE CITY MANAGER TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR CERTAIN PROPERTY OWNED BY SHEPHERD LAND HOLDING COMPANY, AUTHORIZING THE EXECUTION OF RELATED AGREEMENTS AND DOCUMENTS, AND APPROPRIATING FUNDS THEREFOR.

Summary

The City has engaged in discussions with Shepherd Land Holding Co. to purchase property owned by it comprised of approximately 50.69 acres of land (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”)(Franklin County Parcel No. 271-000006 and Madison County Parcel No. 02-00172).

Background

City Council has discussed the need to have additional acreage in the City's possession. Such purchases of land enable the City to control the ultimate use of the property. Additionally, as the City continues to grow and/or build out, opportunities to purchase property will diminish. The City has experienced much success over the years through such purchases be they for economic development, transportation and/or recreational use.

After negotiations with the owners, the purchase price of the Premises has been determined to be \$100,000 per usable acre. The price of the Premises is consistent with purchases made in the immediate area. The Real Estate Purchase Agreement, if authorized by City Council, explains all terms, conditions and closing requirements.

Financing Options

The following financing options are available to Council regarding this land acquisition.

Option: General Fund Balance

Utilize the General Fund Balance to provide cash for 100% of the acquisition cost. This option is in compliance with the General Fund Balance Policy regarding the fund balance level.

As this has been the historical preference of Council, this ordinance will include an appropriation from the General Fund for this purchase.

Option: Short-Term Financing

An advance for the acquisition cost would be appropriated from the General Fund to the Capital Improvement Construction Fund. The advance would be repaid early in 2022 when the short-term note proceeds are received. This note could be paid off in full, rolled into a future long-term debt issuance or rolled forward to future years (with or without principal payments) as the City works to develop the property.

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Short-term financing would cost the City approximately \$20,000 in financing related cost and about 1% interest on the borrowing costs utilizing this option. While the City has historically elected to utilize cash to finance land acquisition, the short-term financing approach should be considered as a viable option as the City continues to acquire land.

As previously noted, this option does not preclude utilizing another option when the short-term financing option expires. The City can continuously evaluate whether cash financing, debt financing or continued short-term financing are in the best interest of the City. A significant advantage of this option is that it allows the City to gain control over a property without sacrificing flexibility regarding our cash on hand to appropriately respond to any uncertainty in our financial environment.

Recommendation

Staff recommends approval of Ordinance No. 80-21 at the second reading/public hearing on November 15, 2021, to allow the purchase of this property.

RECORD OF ORDINANCES

Ordinance No. 80-21 Passed _____, 20____

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A REAL
ESTATE PURCHASE AGREEMENT FOR CERTAIN PROPERTY OWNED
BY SHEPHERD LAND HOLDING CO. IN FRANKLIN COUNTY AND
MADISON COUNTY, OHIO, AUTHORIZING THE EXECUTION OF
RELATED AGREEMENTS AND DOCUMENTS AND APPROPRIATING
FUNDS THEREFOR**

WHEREAS, the City, over the years has entered into Real Estate Transfer Agreements, Real Estate Purchase Agreements and Development Agreements within the City that advance the goals of the City and enhance the public services provided by the City; and

WHEREAS, Shepherd Land Holding Co. owns approximately 50.69 acres of land (the "Property") (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") (Franklin County Parcel No. 271-000006 and Madison County Parcel No. 02-00172); and

WHEREAS, City Council has determined that it is in the best interest of the City to purchase the Premises as described above.

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

Section 1. Authorization of Agreements. The City Manager is hereby authorized to execute the Real Estate Purchase Agreement in substantially the same form as that set forth in the attached agreement. This City Council further authorizes the City Manager, for and in the name of the City, to execute any amendments to the foregoing agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to this City.

Section 2. Real Estate Transfers. The City Manager is hereby authorized to execute any and all agreements and other instruments necessary to implement the real estate transactions contemplated in the Real Estate Purchase Agreement.

Section 3. Further Authorizations. This City Council further hereby authorizes and directs the City Manager, the Director of Finance, the Director of Law, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 4. Appropriations. There be appropriated from the unappropriated balance in the General Fund the total amount of \$5,000,000.00 allocated to Account No. 10180190-735001. Any proceeds from any future sale of the Property shall be deposited back into the General Fund.

Section 5. Open Meetings. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

Section 6. Effective Date. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Passed this _____ day of _____, 2021

Mayor – Presiding Officer

Attest:

Clerk of Council

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter the “Agreement”) is made and entered into on the ____ day of _____, 2021 (the “Effective Date”) by and between the **CITY OF DUBLIN**, Ohio, an Ohio municipal corporation (the “City”), having an office at 5555 Perimeter Drive, Dublin, Ohio 43017, and **SHEPHERD LAND HOLDING CO.**, (“Seller”), an Ohio corporation for profit, having a mailing address of 6295 Cosgray Road, Dublin, Ohio 43016. The City and Seller may hereinafter be referred to individually as a “Party”, or collectively as the “Parties”.

BACKGROUND INFORMATION

WHEREAS, the City, over the years has entered into Real Estate Transfer Agreements, Real Estate Purchase Agreements and Development Agreements within the City that advance the goals of the City and enhance the public services provided by the City; and

WHEREAS, Seller owns two parcels of real estate located adjacent to each other: (1) Franklin County Parcel Number 271-000006, and (2) Madison County Parcel Number 02-00172, (referred to together as “Premises”); and

WHEREAS, the Premises consist of approximately 50.69 acres of land located South of State Route 161 and east of New York Central Lines railroad tracks; and

WHEREAS, City Council has determined that it is in the best interest of the City to purchase the Premises as described above; and

WHEREAS, it is the desire of the Parties to memorialize the terms of the transfer in this Agreement.

STATEMENT OF AGREEMENT

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

ARTICLE I **SALE AND PURCHASE OF THE PREMISES**

1. **Sale.** Seller hereby agrees to sell and convey to the City, and the City hereby agrees to purchase and obtain from Seller the Premises. The Parties acknowledge and represent that this conveyance of the Premises is a voluntary transfer.
2. **Purchase Price.** The total Purchase Price for the Premises shall be One Hundred Thousand Dollars (**\$100,000.00**) per “Usable Acre” (the “Purchase Price”) which sum shall constitute the entire amount of the compensation due to Seller for the Premises described and depicted in the attached Exhibit “A”. “Usable Acreage” shall be defined as any and all acreage not

encumbered with a right of way easement and confirmed by a survey to be obtained by the City.

ARTICLE II **CONTINGENCIES**

3. Contingent Agreement. The Closing in this Agreement shall be completely contingent upon the City's satisfaction or waiver of the contingencies set forth in Article II, Paragraph 4 below (individually, a "Contingency" and collectively the "Contingencies"). The City shall have until December 10, 2021, to satisfy or waive the Contingencies set forth in Article II, Paragraph 4 below, which shall be referred to as the "Contingency Date".

4. Contingencies. The Contingencies are as follows:

- a. The City shall determine that the Premises have soil conditions, as determined by engineering tests or studies satisfactory to the City, which without substantial corrective measures, permit construction thereon of additional improvements within and upon the Premises; and
- b. The City shall determine that the Premises shall have drainage conditions acceptable to the City, in its sole discretion; and
- c. The City shall receive a report, prepared by a certified environmental engineer selected by the City, indicating that the Premises (including improvements located thereon) 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
- d. The City shall have determined, in its sole judgment, that the use and further development of the Premises for the City's intended use is economically and physically feasible.

The City shall pay all expenses relating to or arising out of the Contingencies

5. Notice of Satisfaction or Waiver. The Contingencies above in Paragraph 4 shall be deemed to have been satisfied or waived, unless on or before the Contingency Date, the City gives to Seller written notice of the City's failure to satisfy the Contingencies. Upon delivery of such written notice, this Agreement shall terminate, and thereafter both Parties shall be fully released from all further liability and obligations hereunder; provided, the City shall provide copies of all reports received by the City in connection with its Contingencies within five (5) business days following such termination, such obligation surviving the termination of this Agreement.

ARTICLE III **SUBMISSION MATERIALS**

6. Seller's Cooperation. Seller shall, within five (5) business days after the Effective Date of this Agreement, submit to the City the following information and/or materials not already provided by Seller, to the extent the same is in the possession of Seller, for use by the City in preparation for the purchase of the Premises (hereinafter, the "Property Information"):

- 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; and
- b. Soils reports for the Premises; and
- c. Environmental studies of the Premises; and
- d. Asbestos studies of the Premises; and
- e. Any farm lease for the Premises; and
- f. Copies of the title insurance policies issued upon Seller's acquisition of the Premises.

All materials provided to the City pursuant to this Article III 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. No representation or warranty, express or implied, is or will be made with respect to the accuracy or completeness of any of the Property Information or any other information provided by Seller to the City in connection with the sale of the Premises. Any use of or reliance upon the Property Information by the City is made at the City's sole risk and Seller shall have no liability in connection therewith. Seller hereby agrees to reasonably cooperate with the City in all respects during the term of this Agreement, including Seller joining in the execution of any and all reasonable notices, addendums, applications, instruments, licenses and documents contemplated pursuant hereto.

ARTICLE IV **EVIDENCE OF TITLE**

7. Title Commitment. The City may obtain a commitment (a "Title Commitment") from a title insurance company licensed to do business in the State of Ohio (the "Title Company") 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 the City. 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 insurable title to the Premises, free and clear, except for the standard printed exceptions contained in the final form of Schedule B of 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 the City; and
- b. Zoning ordinances, legal highways and public rights-of-way which do not interfere with the practical use of the Premises; and
- c. Real estate taxes which are a lien on the Premises but which are not yet due and payable;
- d. Easements and restrictions of record acceptable to the City which do not interfere with the City's anticipated use of the Premises, which shall be reflected in the final form of Schedule B to the Title Policy; and
- e. A farm lease for the Premises, a copy or description of which shall be provided by Seller as part of the Property Information.

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. As used herein, Title Company means Stewart Title Company, 259 Schrock Road, Westerville, Ohio 43081.

8. **Endorsement at Closing.** At the Closing, the Title Company shall provide the City with endorsements to the Title Commitment updating the commitment to the Closing 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 the Closing, the Title Company shall issue a final owner's title insurance policy in the amount of the Purchase Price.
9. **Survey.** The City shall, at its own 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 the City and the Title Company. This survey shall be used to establish the "Usable Acreage" to determine the purchase price. Subject to the approval of the Title Company, the legal description set forth on the survey shall be used in the Title 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.
10. **Status of Title; Permitted Encumbrances; Objections.** Up and until five (5) days prior to the Closing Date (the "Deadline for Objections"), the City 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 which interfere with the City's use of the Premises for its intended purpose. The City's failure to make written Objections by the Deadline for Objections will constitute a waiver of the City's right to make Objections. Upon the City giving Seller written notice of Objections, Seller may either agree

in writing to satisfy the Objections, or in the absence of Seller's written agreement to satisfy, the City shall either waive the Objections, five (5) days prior to the Closing or terminate this Agreement. 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 Closing Date or that satisfactory endorsements to the Title Policy will be issued in order to satisfy the Objections, the City shall make its election at closing, by written notice to Seller, to either:

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

ARTICLE V DEED AND OTHER DOCUMENTS

11. Deed of Conveyance. Seller, as grantor, shall convey to the City, at the Closing, good and insurable title in fee simple to the Premises by transferable and recordable limited warranty deed under O.R.C. 5302.07, signed by all parties necessary, free and clear of all defects, mortgages, easements, restrictions, reservations, conditions, agreements, liens and encumbrances, except the Permitted Encumbrances.

12. Supplemental Instruments. Seller agrees to execute any and all reasonable supplemental instruments or documents necessary to vest the City with the rights, titles, and interests to the Premises.

ARTICLE VI INSPECTION

13. Tests and Engineering Studies. Prior to the Contingency Date, the City shall, at its sole cost, have the right through the City's associates, employees and/or contractors and agents, upon not less than 24 hours prior notice to Seller, which for purposes of meeting the requirements of this Section, notice may be given solely by email to Seller and Seller's agent, to enter upon the Premises for the purpose of surveying, inspecting, making contour surveys, temporary excavations, test borings and other purposes required by the City to enable the City to ascertain whether it is feasible to complete the proposed development of the Premises. The City shall remediate any damage caused to the Premises and shall be responsible for any damages to persons or property as a result of its (or its associates, employees and/or contractors and agents) entry upon the Premises.

ARTICLE VII CLOSING

14. Closing. The Parties agree that the purchase and sale of the Premises shall be closed (the "Closing") no later than December 15, 2021, (the "Closing Date"), 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 the City, and agreed to by Seller. If requested by either party,

Closing may be accomplished via “mail away” procedures, provided that all required deliveries are received on or prior to the Closing Date.

15. Possession. At Closing, Seller shall deliver exclusive possession of the Premises, subject to the Permitted Exceptions.

16. Seller's Closing Documents. In addition to the deed described in Article V, at the Closing, Seller shall deliver to the City: (i) a closing statement showing the Purchase Price and all charges, prorations and/or credits to the City or Seller provided for herein, (ii) all consents, affidavits or other documents reasonably and customarily required by the Title Company to issue the Title Policy, (iii) such evidence of authority as the City or the Title Company reasonably may deem necessary to evidence the authority of the Seller signatory to enter into this Agreement and to consummate the transactions contemplated hereby, and (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.

17. The City's Closing Documents. At the Closing, the City shall deliver to Seller: (i) the Purchase Price, (ii) a closing statement showing the Purchase Price and all charges, prorations and/or credits to the City or Seller provided for herein, (iii) such evidence of authority as Seller or the Title Company reasonably may deem necessary to evidence the authority of the City's signatory to enter into this Agreement and to consummate the transactions contemplated hereby, and (iv) any other documents reasonably requested by the Title Company.

18. Adjustments at Closing. At Closing, the Parties 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 unpaid real estate taxes for years prior to Closing, and real estate taxes for the year of Closing, prorated through the Closing Date. 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 the City a credit in an amount as close as possible to the amount which the City will be required to remit to the County Auditor for the period of time preceding the Closing Date hereof.
- b. **CAUV.** Seller acknowledges that the Premises is currently valued as “Current Agriculture Use Value” (“CAUV”) property on the books of the Franklin and Madison County Auditors and Treasurers and there is real estate tax recoupment owed on the Premises for removing it from CAUV classification. It is the intention of the Parties in making this tax proration to give the City a credit in an amount as close as possible to

one-half (1/2) of the amount which the City will be required to remit to the County Auditor for the period of time preceding the Closing Date hereof.

- c. The prorations provided in 18(a) and (b) above shall be final at Closing.
- d. *Seller's Expenses.* Seller shall, at the Closing (unless previously paid) pay by credit against the Purchase Price the following:
 - i. The cost of all municipal services and public utility charges due for the Premises (if any) through the Closing Date; and
 - ii. One-half (1/2) of the tax recoupment owed on the Premises for removing it from its CAUV classification; and
 - iii. One-half (1/2) the fee, if any, charged by the Title Company for closing the transaction contemplated herein.
- e. *The City's Expenses.* The City shall at the Closing (unless previously paid) pay the following:
 - i. The cost of the Title Commitment and Owner's Title Policy; and
 - ii. The recording fees required for recording the limited warranty deed; and
 - iii. The cost of the survey referred to in Article IV paragraph 10; and
 - iv. One-half (1/2) the fee, if any, charged by the Title Company for closing the transaction contemplated herein.
- f. *Brokers.* The City and Seller represent and warrant that they have not dealt with any real estate broker or realtor in connection with the sale of the Premises, and that no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any realtor or broker in connection with this transaction.

ARTICLE IX WARRANTIES AND REPRESENTATIONS OF THE PARTIES

19. **Warranties and Representations of Seller.** In addition to any other representation or warranty contained in this Agreement, except as may be disclosed by Seller in the Property Information, Seller hereby represents and warrants, to its actual knowledge as of the Effective Date, without inquiry, as follows:

- a. The Seller or any agent or representative of Seller has not received any written notice or notices, 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; and
- b. 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; and

- c. The Seller or any agent, employee or representative of Seller has not received any written notice, 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 City's proposed use of the Premises; and
- d. Through and until the Closing Date, Seller shall not enter into any easement, new lease or other contract pertaining to the Premises, unless otherwise approved herein or in writing by the City; and
- e. 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; and
- f. Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act; and
- g. With respect to assessments, except as to publicly available information, (1) all assessments presently constituting a lien are shown on the County Treasurer's records, (2) 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, and (3) neither Seller nor any of its agents or representatives have received written notice, or have actual knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Premises in the future.

Notwithstanding anything to the contrary contained herein, no such representation and/or warranty is made in relation to any notice received from or delivered by the City, as the same pertain to the underlying substance of those warranties and representations made in subsections 19 a. or 19 c. above.

20. Breach of Warranties by Seller Prior to Closing. If, during the pendency of this Agreement, the City determines that any warranty or representation given by Seller to the City under this Agreement was 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, the City may give written notice thereof and shall thereafter have the right to terminate this Agreement or the right to pursue in a court of competent jurisdiction a claim for specific performance hereunder.

21. "As Is" Condition. The City acknowledges and agrees that, except as otherwise expressly stated in this Agreement and/or in any documents provided to the City by Seller (i.e., the Deed) at Closing, (a) Seller has not made any warranty, guaranty or representation relating to the Premises, (b) The City is relying solely on its own investigation of the Premises and not on any information provided or to be provided by Seller, and (c) The City agrees to accept the Premises and acknowledges that the sale thereof as provided for in this Agreement is made by

Seller on an “As Is, Where Is and with all faults” basis, except as otherwise expressly stated in this Agreement and/or in any documents provided to the City by Seller (i.e., the Deed) at Closing. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City, saving and excepting as otherwise expressly stated in this Agreement and/or in any documents provided to the City by Seller (i.e., the Deed) at Closing, the City hereby remises, releases and forever discharges Seller and its members, managers, agents and employees from any and all obligations, claims, liabilities, suits, costs, expenses, damages, actions and/or causes of action, matured or contingent, known or unknown, which may arise out of, or are in any way or in any manner connected with or related to, in whole or in part, the condition of the Premises, including, but not limited to any claims under applicable Environmental Laws, or otherwise. The term “Environmental Laws” shall mean all present and future federal, state and local laws, regulations and ordinances and principles of common law relating to the protection of the environment, public health or public safety, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, (42 U.S.C. § 9601, et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq., as amended), the Clean Water Act (33 U.S.C. § 7401, et seq. as amended), the Safe Drinking Water Act (42 U.S.C. § 300f, et seq., as amended) the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. as amended), any state and local counterparts of such statutes or regulations and any state voluntary cleanup programs, each as amended from time-to-time. The substance of this Section 22 is intended to survive the Closing or earlier termination of this Agreement.

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

a. N/A

23. 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 IX shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by the City, Seller shall so certify, in writing, in form reasonably requested by the City, subject to any new information obtained by Seller following the Effective Date.

ARTICLE X NOTICES

24. 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, or with a national courier service (e.g., Federal Express) addressed to the other Party as follows:

If to Seller: Allen S. Shepherd
6295 Cosgray Road
Dublin, Ohio 43016

with copy to:

Ryan P. Aiello
Dinsmore & Shohl LLP
191 N. Nationwide Boulevard
Columbus, Ohio 43215
Ryan.Aiello@Dinsmore.com

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

If to the City: Dana McDaniel
City Manager
City of Dublin
5555 Perimeter Drive
Dublin, Ohio 43017
dmcdaniel@dublin.oh.us

with copy to:

Jennifer D. Readler, Esq.
Frost Brown Todd LLC
One Columbus, 10 West Broad Street
Columbus, Ohio 43215
jreadler@fbtlaw.com

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

ARTICLE XV GENERAL PROVISIONS

25. 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.

26. Commitment Regarding Water and Sewer Service to Adjacent Parcel. Seller owns parcels in Madison County and Franklin County adjacent to Premises (Madison County Parcel No. 02-00300 and Franklin County Parcel No. 271-000001, collectively, “Seller’s Adjacent Property”). The City agrees that in the event it obtains or otherwise facilitates for its successors water and/or sewer service to the Premises, it will use its best efforts to assist in the potential service of Seller’s Adjacent Property and will work cooperatively with Seller to explore such service options. The foregoing covenants of the City shall survive Closing.

- 27. 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.
- 28. Time of Essence.** Time is of the essence of this Agreement in all respects.
- 29. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 30. 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.
- 31. Headings.** The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.
- 32. Survival.** The terms and provisions of this Agreement shall survive the delivery of the deed of conveyance hereunder.
- 33. 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.
- 34. 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.
- 35. 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 fullest extent permitted by law.

SELLER:
SHEPHERD LAND HOLDING CO.
An Ohio for profit corporation

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

Allen S. Shepherd, President

Dana L. McDaniel, City Manager

Approved as to Form:

Jennifer D. Readler, Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet the obligations of the City 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 any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Matthew Stiffler, Dublin Finance Director

EXHIBIT A

EN00348.Public-00348 4871-0712-0128v1

AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

[Summary](#)

Parcel ID: 271-000006-00
SHEPHERD LAND HOLDING CO

Map Routing: 271-O109A -008-00
DUB PLAIN CITY RD

1 of 1

[Return to Search Results](#)[Land Profile](#)[Residential](#)[Commercial](#)[Improvements](#)[Permits](#)[Mapping](#)[Sketch](#)[Photo](#)[StreetSmart](#)[Aerial Photos](#)[Transfers](#)[BOR Status](#)[CAUV Status](#)[Tax & Payments](#)[Tax Distribution](#)[Tax Calculators](#)[Value History](#)[Rental Contact](#)[Incentive Details](#)[Quick Links](#)**OWNER**

Owner SHEPHERD LAND HOLDING CO

[Change Owner Address](#)

Site (Property) Address

DUB PLAIN CITY RD[Change Site Address](#)

Legal Description

POST RD
30.67 ACRES

Calculated Acres

30.78

Legal Acres

30.67

Tax Bill Mailing

[View or Change on the Treasurer's Website](#)

If you have recently satisfied or refinanced your mortgage, please visit the above link to review your tax mailing address to ensure you receive your tax bill and other important mailings.

Parcel Permalink

<https://apps.franklincountyauditor.com/redir/Link/Parcel/271-000006-00>[View Google Map](#)[Print Parcel Summary](#)**MOST RECENT TRANSFER**

Transfer Date	DEC-31-1997
Transfer Price	\$0
Instrument Type	GW
Parcel Count	1

2020 TAX STATUS

Property Class	R - Residential
Land Use	504 - VAC UNPLT RES LAND: 30-39.99 AC
Tax District	271 - WASHINGTON TWP-JON ALDER LSD
School District	4902 - JONATHAN ALDER LSD [SD Income Tax]
City/Village	
Township	WASHINGTON TWP
Appraisal Neighborhood	00704
Tax Lien	No
CAUV Property	Yes
Owner Occ. Credit	2020: No 2021: No
Homestead Credit	2020: No 2021: No
Rental Registration	No
Board of Revision	No
Zip Code	43016
Pending Exemption	No

2020 AUDITOR'S APPRAISED VALUE

	Land	Improvements	Total
Base	339,800	0	339,800
TIF			
Exempt			
Total	339,800	0	339,800
CAUV	66,020		

Actions

- Neighborhood Sales
- Proximity Search
- Printable Version
- Custom Report Builder

Reports

- [Proximity Report](#)
- [Map Report](#)
- [Parcel Summary](#)
- [Parcel Detail](#)

[Go](#)

2020 TAXABLE VALUE

	Land	Improvements	Total
Base	23,110	0	23,110
TIF			
Exempt			
Total	23,110	0	23,110

2020 TAXES

Net Annual Tax	Total Paid	CDQ
1,060.76	1,060.76	

SITE DATA

Frontage	Depth	Acres	Historic District
		30.67	

Disclaimer:

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

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Jennifer S. Hunter

County Auditor | Madison County,
Ohio

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Search by Parcel, Owner or Address



Parcel

02-00172.000

NO AGRICULTURAL VACANT LAND

Address

SR 161

0 DARBY TWP - JONATHAN ALD...

Owner

SHEPHERD LAND HOLDING CO

SOLD: 12/31/2020 \$0.00

Appraised

\$169,240.00

ACRES: 10.91

[Photos](#)

[Sketches](#)



EagleView

Mini Map

[MAP](#)



No Photos for this Parcel

[LOCATION](#) [VALUATION](#) [LEGAL](#) [RESIDENTIAL](#) [AGRICULTURAL](#) [COMMERCIAL](#) [SALES](#) [LAND](#) [IMPROVEMENTS](#)



TAX

[PRC](#)

Levies

LEVY INFORMATION

There are **NO** Levies on the ballot for the upcoming **2021 Primary Election** on **11/2/2021**

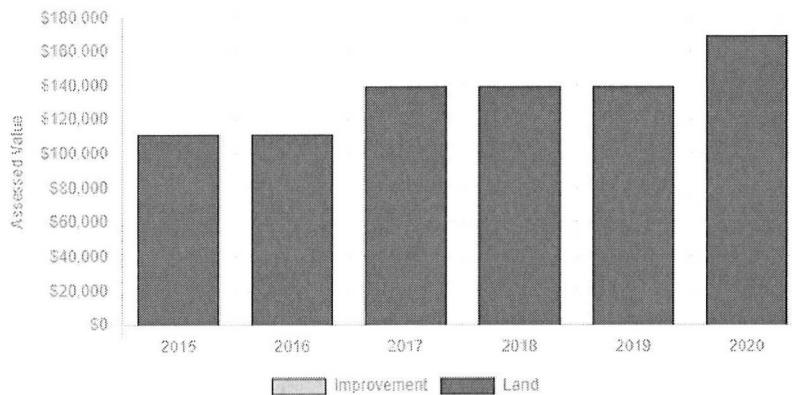
Location	Owner Address	Tax Mailing Address
Parcel	02-00172.000	SHEPHERD LAND HOLDING
Owner	SHEPHERD LAND HOLDING CO	CO
Address	SR 161	6295 COSGRAY RD
City / Township	DARBY TWP	DUBLIN OH 43016
School District	JONATHAN ALDER SD	Zip

Location	Owner Address	Tax Mailing Address
Parcel	02-00172.000	SHEPHERD LAND HOLDING
Owner	SHEPHERD LAND HOLDING CO	CO
Address	SR 161	6295 COSGRAY RD
City / Township	DARBY TWP	DUBLIN OH 43016
School District	JONATHAN ALDER SD	Zip

Valuation

Year	Appraised (100%)			Assessed (35%)		
	Land (CAUV)	Improvements	Total	Land (CAUV)	Improvements	Total
2020	\$169,240.00 (\$37,790.00 ▶)	\$0.00	\$169,240.00	\$59,240.00 (\$13,230.00 ▶)	\$0.00	\$13,230.00
2019	\$139,370.00 (\$60,310.00 ▶)	\$0.00	\$139,370.00	\$48,780.00 (\$21,110.00 ▶)	\$0.00	\$21,110.00
2018	\$139,370.00 (\$60,310.00 ▶)	\$0.00	\$139,370.00	\$48,780.00 (\$21,110.00 ▶)	\$0.00	\$21,110.00
2017	\$139,370.00 (\$60,310.00 ▶)	\$0.00	\$139,370.00	\$48,780.00 (\$21,110.00 ▶)	\$0.00	\$21,110.00
2016	\$111,500.00 (\$75,260.00 ▶)	\$0.00	\$111,500.00	\$39,030.00 (\$26,350.00 ▶)	\$0.00	\$26,350.00
2015	\$111,500.00 (\$75,260.00 ▶)	\$0.00	\$111,500.00	\$39,030.00 (\$26,350.00 ▶)	\$0.00	\$26,350.00

Historic Appraised (100%) Values



Legal

Description	19.911A 7074	Land Use	110 AGRICULTURAL VACANT LAND CAUV
Has Owner Occupancy Credit	N	Neighborhood	1111102 - DARBY-PLAINCITY-CANAAN-N JEFF AG
Has Homestead Reduction	N	Tax Map Number	

Tax Map Information

Engineer Parcel	Acreage	Deed Reference	Ditch
210	19.911	OR 67/345	0

Residential

No Residential Records Found.

Agricultural

Land Use	Soil Type	Acres	Rate	Value
Crops	KO - KOKOMO SILTY CLAY LOAM	14.580	\$2,250.00	\$32,810.00
Crops	CSA - CROSBY LEWISBURG SILT LOAM	4.240	\$1,130.00	\$4,790.00
Crops	ROW - RIGHT OF WAY	0.950	\$0.00	\$0.00
Crops	CRA - CROSBY SILT LOAM	0.140	\$1,370.00	\$190.00
Totals		19.910		\$37,790.00

Commercial

No Commercial Records Found.

Sales

Date	Buyer	Seller	Conveyance Number	Deed Type	Valid	Parcels In Sale	Amount
12/31/1997	SHEPHERD LAND HOLDING CO	EVERGREEN LAND CO	0	WARRANTY DEED	N	1	\$0.00
12/21/1994	EVERGREEN LAND COMPANY	AMERICAN AGGREGATES CORP.	862	WARRANTY DEED	Y	1	\$102,000.00

Land

Description	Dimensions	Dimension Units	Actual Frontage	Effective Depth Front	Effective Depth Rear	Appraised Value (100%)
MRKTAC - MARKET - TILLABLE AG	19.910	Acres				\$169,240.00
Totals	19.910 Acres					\$169,240.00

Improvements

No Improvement Records Found.

Tax

2020 Payable 2021

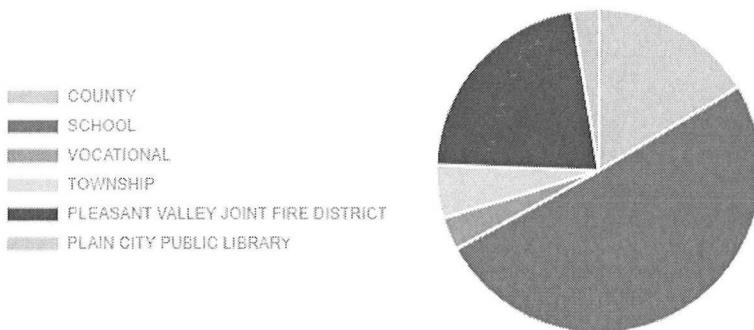
	First Half	Second Half	Year Total
GROSS PROPERTY TAX	\$429.98	\$429.98	\$859.96
REDUCTION	-\$108.45	-\$108.45	-\$216.90
EFFECTIVE TAX	\$321.53	\$321.53	\$643.06
NON-BUSINESS CREDIT	-\$23.05	-\$23.05	-\$46.10
OWNER OCCUPANCY CREDIT	\$0.00	\$0.00	\$0.00
HOMESTEAD	\$0.00	\$0.00	\$0.00
NET TAX	\$298.48	\$298.48	\$596.96
CAUV RECOUPMENT	\$0.00	\$0.00	\$0.00
SPECIAL ASSESSMENTS	\$0.00	\$0.00	\$0.00
PENALTY	\$0.00	\$0.00	\$0.00
DELINQUENCIES	\$0.00	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00	\$0.00
NET OWED	\$298.48	\$298.48	\$596.96
NET PAID	-\$298.48	-\$298.48	-\$596.96
NET DUE	\$0.00	\$0.00	\$0.00

Tax Payments

Payment Date	Amount
5/28/2021	\$298.48
2/2/2021	\$298.48
6/12/2020	\$471.94
2/3/2020	\$471.94
6/13/2019	\$478.85
2/13/2019	\$478.85
6/11/2018	\$476.79
2/12/2018	\$476.79
6/12/2017	\$607.03
1/23/2017	\$607.03
5/31/2016	\$612.29
1/22/2016	\$612.29
6/8/2015	\$576.84
1/26/2015	\$576.84
5/22/2014	\$266.71
1/24/2014	\$266.71
6/10/2013	\$270.32
2/11/2013	\$270.32
5/25/2012	\$266.62
2/13/2012	\$266.62
6/13/2011	\$120.29
2/15/2011	\$120.29
6/15/2010	\$118.33
5/15/2010	\$118.33

Tax Distribution

2020



Levy Name	Amount	Total
SCHOOL	\$302.37	50.65%
PLEASANT VALLEY JOINT FIRE DISTRICT	\$130.04	21.78%
COUNTY	\$97.24	16.29%
TOWNSHIP	\$31.58	5.29%
VOCATIONAL	\$19.65	3.29%
PLAIN CITY PUBLIC LIBRARY	\$16.08	2.69%
	Total	\$596.96

Special Assessments

No Special Assessment Records Found.

[Discrepancies / Questions About This Parcel?](#)

ADMIN DRAFT ADMIN

Last Updated: 10/25/2021 3:19:20 AM (UTC)

A map showing the location of the property.

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