



**Office of the City Manager**  
5555 Perimeter Drive • Dublin, OH 43017-1090  
Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Members of Dublin City Council  
**From:** Dana L. McDaniel, City Manager  
**Date:** April 19, 2022

**Re:** Ordinance 18-22 – AUTHORIZING THE CITY MANAGER TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR CERTAIN PROPERTY OWNED BY ORR FAMILY LP, AUTHORIZING THE EXECUTION OF RELATED AGREEMENTS AND DOCUMENTS, AND APPROPRIATING FUNDS THEREFOR.

## Summary

The City has engaged in discussions with Orr Family LP to purchase property owned by it comprised of approximately 49.686 usable acres and 2.472 P.R.O. 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. 271-000016).

## 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 \$155,000 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. Staff recommends utilizing the General Fund Balance to provide cash for 100% of the acquisition cost.

## Recommendation

Staff recommends approval of Ordinance No. 18-22 at the second reading/public hearing on May 9, 2022, to allow the purchase of this property.

# RECORD OF ORDINANCES

Ordinance No. 18-22

Passed \_\_\_\_\_, 20\_\_\_\_

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR CERTAIN PROPERTY OWNED BY ORR FAMILY LP IN FRANKLIN 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**, Orr Family LP owns approximately 49.686 usable acres and 2.472 P.R.O. 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. 271-000016); 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 \$8,000,000.00 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 \_\_\_\_\_, 2022

\_\_\_\_\_  
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 \_\_\_\_\_, 2022 (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 **ORR FAMILY LP** (“**Seller**”), having a tax mailing address of 6790 Cook Road, Powell, Ohio 43065. 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 is the owner of approximately 49.686 usable acres and 2.472 P.R.O. acres along and south of S.R. 161 and Houchard Road in Washington Township, County of Franklin and State of Ohio, consisting of parcel no. 271-000016 which parcel is more fully described in the attached Exhibit “A” (said real property, together with all improvements constructed thereon, and all rights, appurtenances and hereditaments appertaining thereto, shall hereinafter be referred to as the “**Premises**”); and

WHEREAS, the City 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 \$155,000.00 per usable acre for a total of Seven Million Seven Hundred One Thousand Three Hundred Thirty-Three Dollars (**\$7,701,330.00**) (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”.

**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 Parties shall close no later than August 1, 2022, unless otherwise agreed by the Parties. The date upon which the last of the Contingencies set forth in Article II, Paragraph 4 below are either satisfied or waived by the City in accordance with Article VII, shall be referred to as the "Contingency Date".
4. **Contingencies.** The Contingencies are as follows:
- a. Dublin City Council approving an Ordinance to authorize the purchase of the Premises at the Purchase Price and appropriation of sufficient funds for the same; and
  - b. The City shall determine that the Premises shall 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
  - c. The City shall determine that the Premises shall have drainage conditions acceptable to the City, in its sole discretion; and
  - d. 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
  - e. 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. The City shall have the obligation to satisfy the Contingency under this Paragraph 4 within ninety (90) days of the execution of this Agreement ("Contingency Period").

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 expiration of the Contingency Period, 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.

**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. 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; and
- 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.

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 may, 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. 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 fifteen (15) 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.

The City's failure to make its election five (5) days prior to Closing shall constitute the City's election to accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder.

**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 described and depicted in Exhibit "A".
- 13. Farming Lease.** The Seller shall have the right to enter into a one year farm lease with Bruce Hostetler of London, OH. A copy of the lease is attached and to be fully incorporated herein. Such lease shall terminate on December 31, 2022. The Buyer is permitted to perform the inspections in Article VI.

The Buyer will allow the current farmer to harvest his crops and retain the revenue he receives from said harvest. The Seller shall retain farm rent for 2022. If the Buyer requires possession sooner, and cannot let the farmer harvest his crops, then the farmer will be compensated, by the Buyer, for his crops at \$325 per acre for soybeans or \$600 per acre for corn depending on which crop is planted.

**ARTICLE VI**  
**INSPECTION**

- 14. Tests and Engineering Studies.** During the Contingency Period, 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/or to Seller's broker, 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.

**ARTICLE VII**  
**CLOSING**



- 15. Closing.** The Parties agree that the purchase and sale of the Premises shall be closed (the "Closing") no later than August 1, 2022, (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.
- 16. Possession.** At Closing, Seller shall deliver exclusive possession of the Premises, subject to the farm lease noted in Article V.
- 17. 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.
- 18. 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.
- 19. 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 County Auditor and Treasurer 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. Seller warrants and represents that, to its actual knowledge, (1) all assessments presently constituting a lien are shown on the County Treasurer's records and (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. Seller further warrants and represents that neither Seller nor any of its agents, employees 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. 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.
- 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 any and all fees related to CAUV Recoupment; and
  - iii. Any and all Realtor or Broker fees resulting from this sale; and
  - iv. 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 general 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 represents and warrants 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. Seller represents that it has dealt with a broker and that such commissions and/or fees shall be paid by Seller to such broker as part of the Closing. Seller shall indemnify and hold harmless the City in relation to any such claims made by any realtor and/or broker claiming a right to commissions and/or fees by, through or under Seller.

- g. *Real Estate Conveyance Fees.* This transfer to Dublin is exempt from the payment of real property conveyance fees pursuant to the Ohio Revised Code. If such conveyance fees are deemed applicable, the Buyer will pay the conveyance fees.

**ARTICLE VIII**  
**WARRANTIES AND REPRESENTATIONS OF THE PARTIES**

**20. Warranties and Representations of Seller.** In addition to any other representation or warranty contained in this Agreement, Seller hereby represents and warrants, to the best of its knowledge, as follows:

- a. The Seller or any agent, employee 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. 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; and
- f. Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

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.

- 21. 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.
- 22. “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.
- 23. 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
- 24. 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 Agreement 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



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

**ARTICLE X**  
**GENERAL PROVISIONS**

- 26. 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.
- 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 full extent permitted by law.

**SELLER:**  
ORR FAMILY LP

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

By: \_\_\_\_\_

\_\_\_\_\_  
Dana L. McDaniel, City Manager

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_

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**

0127219.0620173 4885-5198-4922v1

**Owner Name** ORR FAMILY LP  
**Site Address** 0 DUB PLAIN CITY RD

**Legal Descriptions** POST RD

51.196 ACRES

**Owner Address** 6790 COOK RD  
 POWELL OH 43065

**Transfer Date** 08/03/2001  
**Transfer Price** 445,000.00  
**Instrument Type** GW

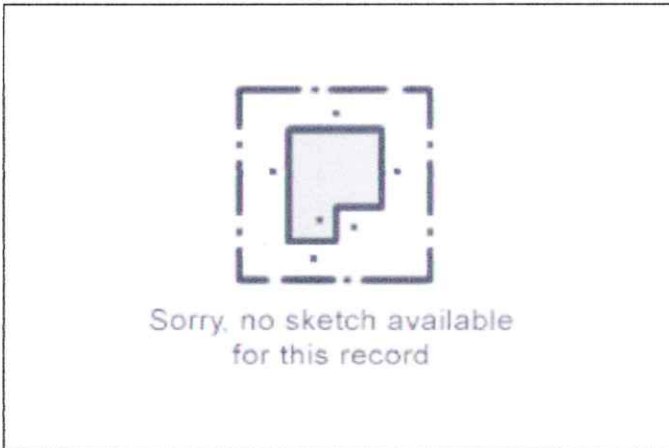
**Prop. Class** R - Residential  
**Land Use** 505 - VAC UNPLT RES LAND: 40 OR > AC  
**Tax District** 271 - WASHINGTON TWP-JON ALDER LSI  
**Sch. District** 4902 - JONATHAN ALDER LSD  
**App Nbrhd** 00704  
**Tax Lein** No  
**CAUV Property** Yes  
**Owner Occ. Credit** 2020: No 2021: No  
**Homestead Credit** 2020: No 2021: No  
**Rental Registration** No  
**Board of Revision** No  
**Zip Code** 43016  
**Annual Taxes** 1,728.62  
**Taxes Paid** 1,728.62  
**Calculated Acreage** 51.90  
**Legal Acreage** 51.20

	Current Market Value			Taxable Value		
	Land	Improv	Total	Land	Improv	Total
Base	\$1,711,400	\$0	\$1,711,400	\$37,660	\$0	\$37,660
TIF	\$0	\$0	\$0	\$0	\$0	\$0
Exempt	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$1,711,400</b>	<b>\$0</b>	<b>\$1,711,400</b>	<b>\$37,660</b>	<b>\$0</b>	<b>\$37,660</b>
CAUV	\$107,600					

**Building Data**

N/A

**Sketch Legend**





AUDITOR OFFICE

SEARCH

ONLINE TOOLS

REFERENCE

CONTACT MICHAEL

Summary

Parcel ID: 271-000016-00  
ORR FAMILY LP

Map Routing: 271-O109A -007-00  
DUB PLAIN CITY RD

1 of 1

[Return to Search Results](#)

Land Profile

Residential

**CURRENT AGRICULTURAL USE VALUATION (CAUV) PROGRAM**

Commercial

CAUV Status: **Yes**  
CAUV Application Received: **Yes**

Actions

- [Neighborhood Sales](#)
- [Proximity Search](#)
- [Printable Version](#)
- [Custom Report Builder](#)

Improvements

Permits

Mapping

Sketch

Photo

Your 2022 CAUV renewal application must be received by March 7, 2022.

You can register a parcel not currently on the CAUV program by submitting an initial application (DTE 109) with a \$25 filing fee.

Reports

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

StreetSmart

Aerial Photos

Transfers

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CAUV Status

Tax & Payments

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Quick Links

For more information on CAUV [Click Here](#)

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Disclaimer:

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POST RD  
EIN 31-1624964

This is a cash rent land contract for farming purposes only , between the Orr Family limited Partnership ( landlords ) and Bruce Hostetler ( Tenant ).

Property is described as 51.196 acres at the southwest corner of Houchard and Post Rd. In Franklin county Ohio, with 50 tillable acres. Also being F.S.A. farm # 4885 at the Franklin County F.S.A. offices.

Rent amount to be \$210.00 per acre on 50 acres for total amount of \$10,500 per year.

Beginning on January 1, 2022 and ending on December 31, 2022. Rent is to be paid in two Payments. The first of \$5,250.00 on or before March 1, 2022, the second payment of \$5250.00 On or before November 1, 2022.

If said property is sold when crops are in.

The buyer would be responsible for any damaged crops if a soil test needs to be done. The buyer will let crops be harvested or pay tenant for crops at said prices below

Depending on the crop

\$600.00 per acre for corn

\$325.00 per acre for beans

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\_Michael J. Orr

The Orr Family Limited Partnership

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Bruce Hostetler

Tenant