



CITY OF DUBLIN.

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Dublin City Council
From: Marsha Grigsby, City Manager *MA*
Date: November 15, 2012
Initiated By: Dana McDaniel, Deputy City Manager
Greg Dunn, Ice Miller LLP
Re: Resolution 68-12 - First Amendment to Lease (Commo Hub) – Time Warner Cable Midwest LLC

Summary & Background

Staff recommends Council adopt Resolution 68-12, authorizing the City Manager to enter into an Agreement with Time Warner Cable Midwest LLC ("Time Warner").

Dublin and Time Warner originally entered into a Lease Agreement ("Lease") on April 23, 1997 by which Time Warner leased certain property from Dublin to install and operate fibers and to construct a "Commo Hub" on said property. This Lease will terminate on April 22, 2027. Time Warner now desires to amend the Lease to expand the existing Commo Hub on the same property, and will then quitclaim certain fibers and improvements to Dublin as consideration for such an amendment. Time Warner desires to enhance its own operations for data, voice and video services, as well as off-site data storage and access to cloud computing.

Staff recommends that Council approve the execution of the First Amendment to Lease, which will amend the prior Lease Agreement to comport with Time Warner's and Dublin's intentions. This Amendment will merely expand the footprint of the original Lease, and will not affect the April 22, 2027 termination date. Negotiations for this Amendment have been ongoing for over one year. In anticipation of advancing the proposed Amendment to Council, Time Warner first obtained approval from Planning & Zoning Commission ("PZC") regarding their desired expansion. Attachment 1 is the staff presentation regarding the proposed Commo Hub expansion, originally prepared by Jennifer Rauch. This presentation summarizes Time Warner's intent and the conditions upon which it was approved by PZC. PZC approved the amended final development plan on September 15, 2011. Once the fiber and improvements are constructed and installed, Time Warner will quitclaim fiber back to Dublin. The fiber provided to Dublin will be used to serve the North and South Pools, which have previously experienced connectivity issues. Additionally, the extension of these fibers will further penetrate the City beyond the original Dublin geography, which has been a long term goal for the system. This expanded geography will benefit both the fiber and wifi systems. The fiber routes are depicted at the end of Attachment 1.

Recommendation

Staff recommends approval of Resolution 68-12. Approving Resolution 68-12 is in keeping with the previous reasons for agreeing to the original Commo Hub placement:

1. This venture will enable the City to receive benefit from land otherwise inaccessible for recreational purposes.
2. The proposed facility does not take away from any accessible parkland.
3. The proposed facility complements the City's storage facility in appearance and adds to the outbuilding/agricultural appearance along that portion of Post Road.
4. Deters the need for Time Warner to seek another site, which may be difficult to locate within the desired area and may impact land better suited for other commercial development.
5. Continues to promote cooperation and innovation needed to support telecommunications infrastructure.
6. Will enable Time Warner to boost its signal and enhance many functional and operational needs to the existing system, which will benefit Dublin residents and businesses.
7. Further enhance the institutional fiber network among City facilities and provide further penetration into areas beyond Dublin's current geographic reach.
8. Enhancements to the City's fiber will also benefit the City's wifi system.
9. Staff opines that the quitclaim to the City of newly constructed fiber as presented in the attached and in the Amended Lease Agreement is of fair value for the exchange of the expanded use of the City's property.

Please contact Dana McDaniel with any questions you may have.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 68-12

Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TIME WARNER CABLE MIDWEST LLC AMENDING A PREVIOUSLY EXECUTED LEASE AGREEMENT DATED APRIL 23, 1997 TO ALLOW TIME WARNER CABLE MIDWEST LLC TO INSTALL AND MAINTAIN FIBERS WITHIN THE DUBLINK FACILITIES, TO EXPAND TIME WARNER CABLE MIDWEST LLC'S EXISTING FACILITIES, AND TO ACCEPT CERTAIN QUITCLAIM BILLS OF SALE.

WHEREAS, the City of Dublin ("Dublin") entered into a Lease Agreement dated April 23, 1997 ("Lease") with Time Warner Cable Midwest LLC ("Time Warner") as successor in interest to Time Warner Entertainment Company, L.P.; and

WHEREAS, Time Warner desires to install fibers and construct additional improvements (collectively "Improvements") on real property owned by Dublin that is in addition to the real property leased by Time Warner under the Lease ("Leased Property"); and

WHEREAS, Dublin agrees that Time Warner, at Time Warner's own cost and expense, may install and construct the desired Improvements; and

WHEREAS, the Time Warner's Improvements will be located on real property that is owned by Dublin and on the Leased Property; and

WHEREAS, Dublin and Time Warner desire to amend certain terms of the Lease by executing a First Amendment to Lease to allow for the installation and construction of the Improvements.

NOW ,THEREFORE, BE IT RESOLVED 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 a First Amendment to Lease ("Amendment") between the City of Dublin and Time Warner Cable Midwest LLC, said document amending the original Lease Agreement entered into by the Parties on April 23, 1997 to allow Time Warner Cable Midwest LLC to install and maintain additional fibers along the routes described and depicted in the Amendment and expand Time Warner Cable Midwest LLC's existing facilities.

Section 2. The City Manager is further authorized to execute all Quitclaim Bills of Sale described in the First Amendment to Lease accepting the Improvements further described therein.

Section 3. This Resolution shall take effect and be in force from and after the earliest date permitted by law.

Passed this _____ day of _____, 2012.

Mayor – Presiding Officer

ATTEST:

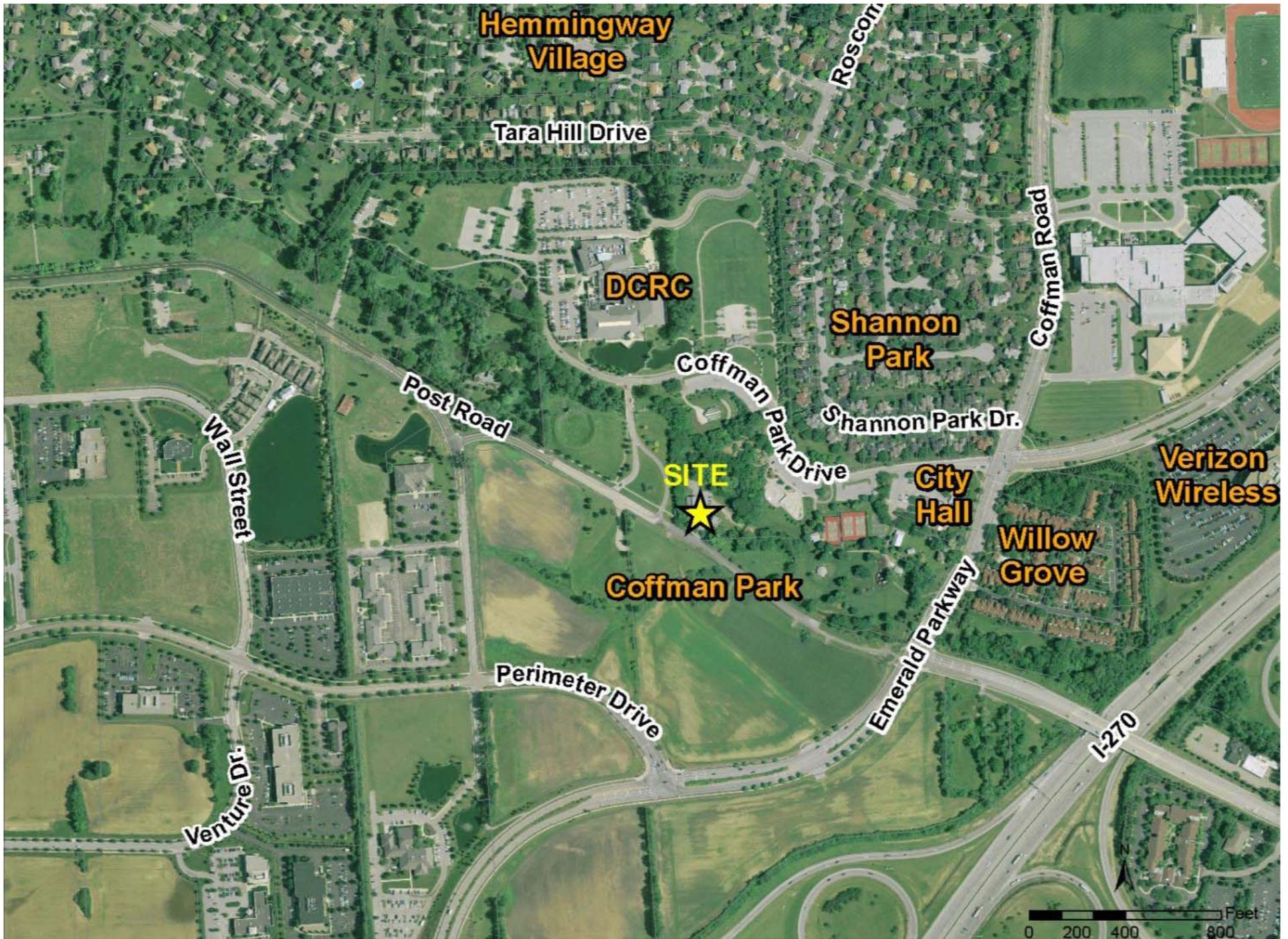
Clerk of Council



CITY OF DUBLIN.

Attachment 1
Coffman Park PUD
Time Warner Hub
5588 Post Road

Case: 11-053AFDP
Amended Final Development Plan
Case Manager: Jennifer M. Rauch, AICP



Coffman Park



City Maintenance Facility

Existing Time Warner "Commo Hub"

Post Road

0 200 400 Feet



Existing Commo Hub



Proposed Site Plan

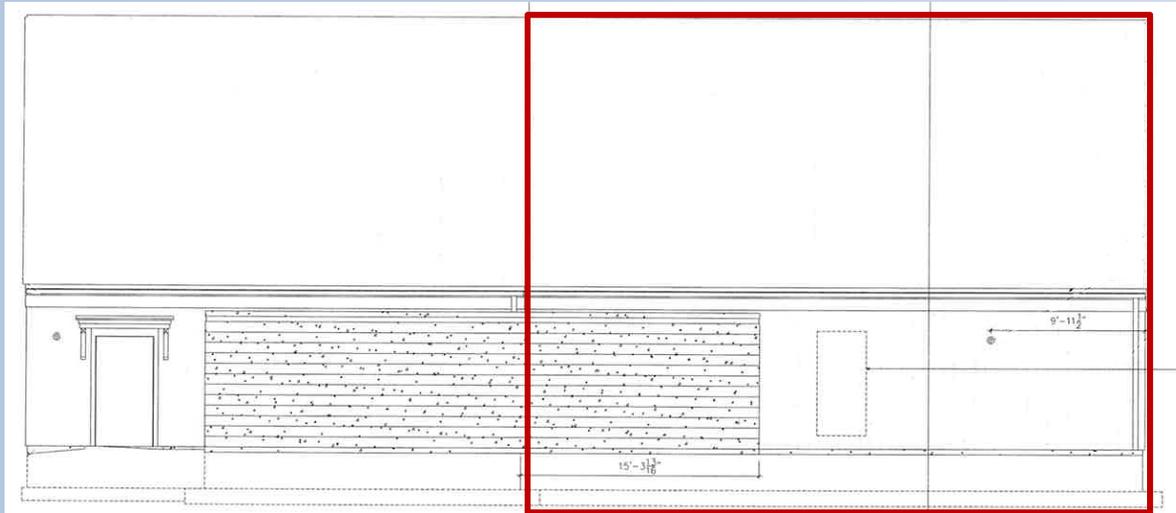


Proposed Modifications

- Building Addition
- Screening Wall Extension
- New Bio-retention Basin
- Path Relocation
- Foundation Plantings

Proposed Elevations

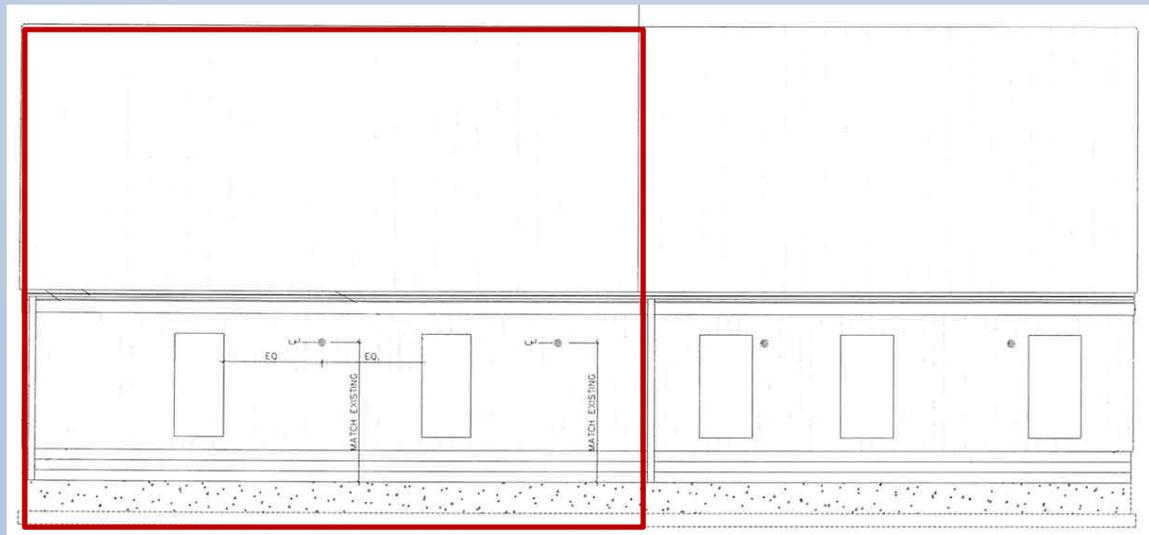
East Elevation



Existing

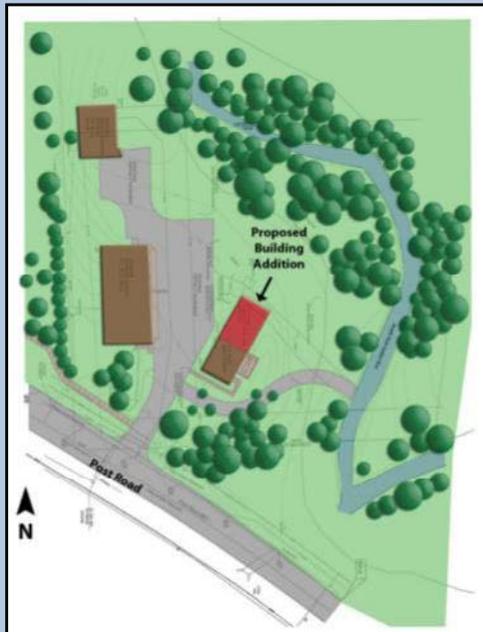
Proposed

West Elevation



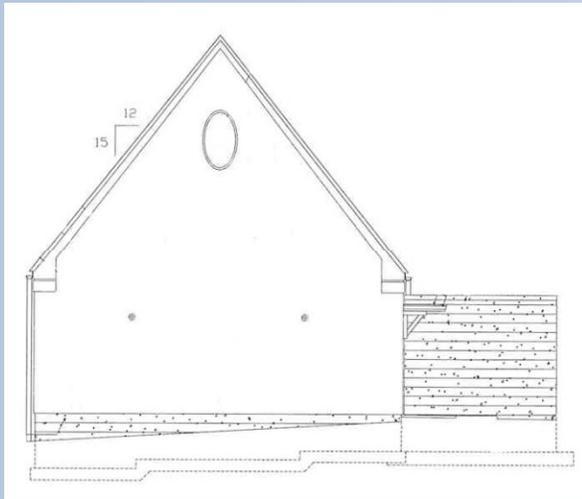
Proposed

Existing



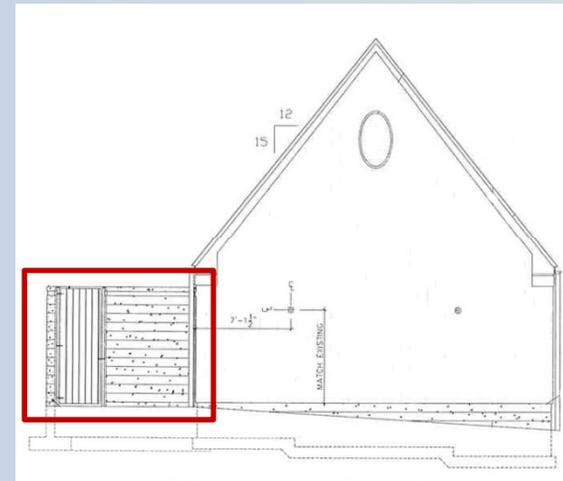
Proposed Elevations

South Elevation

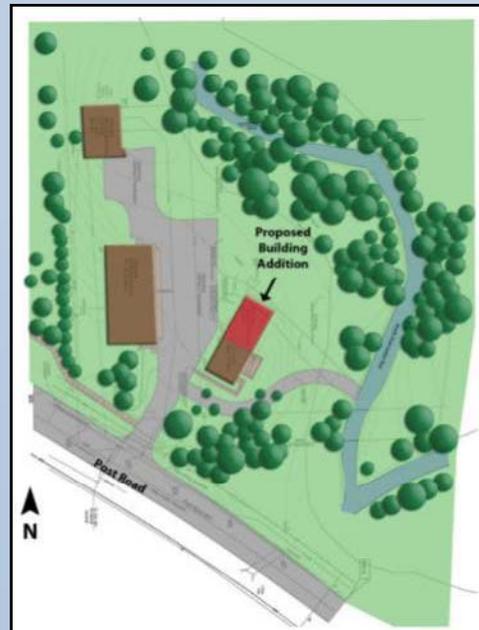


Existing (No Changes)

North Elevation



Proposed



Planning and Zoning Commission Recommendation:

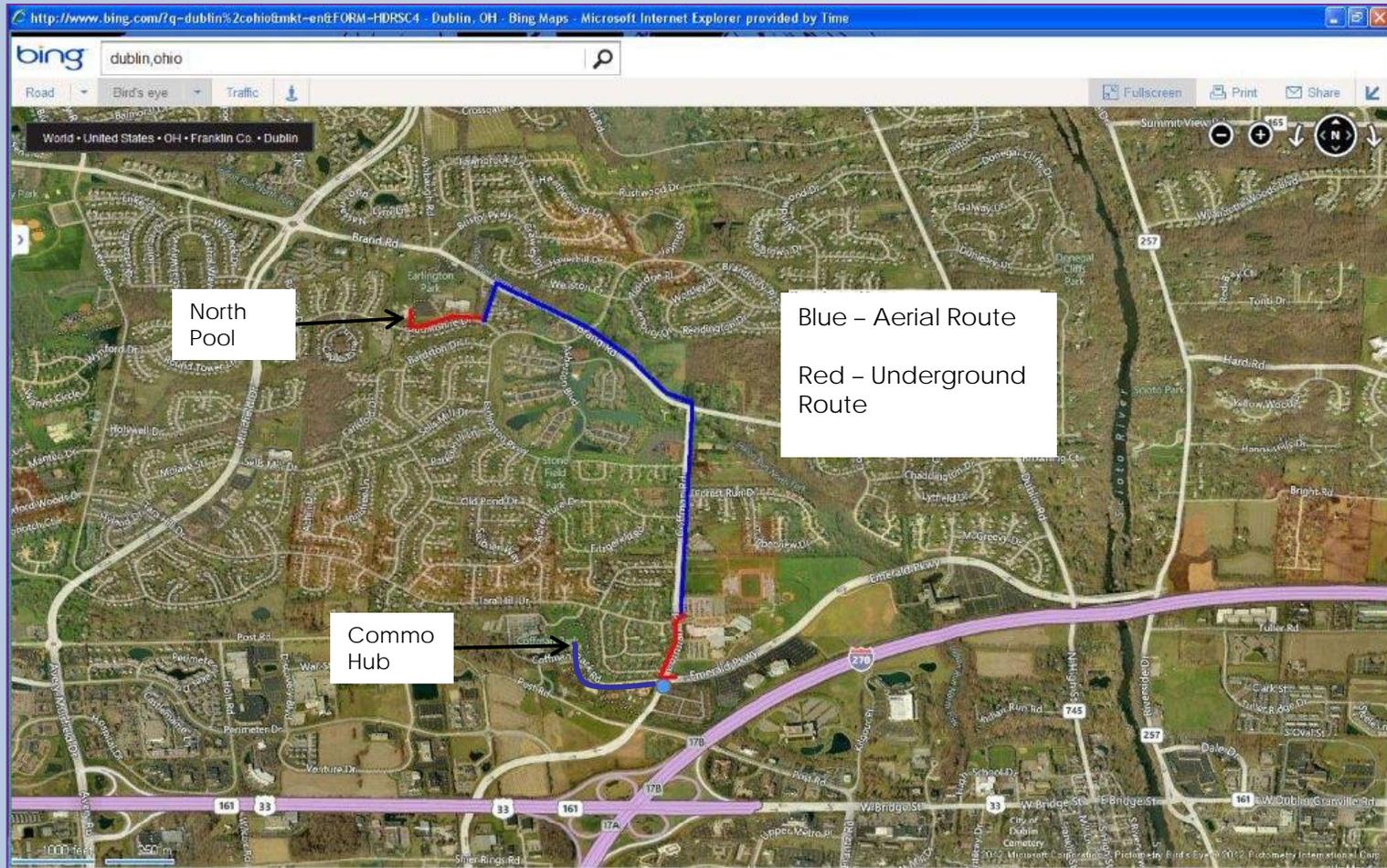
Approval with 4 Conditions

1. The three existing and the three proposed through-wall HVAC units must be painted to match the building, subject to Planning approval.
2. The applicant work with Planning to ensure the bio-retention area is properly graded and the plant material is planted in the appropriate locations to ensure the basin works correctly.
3. The existing and proposed chain link fence be replaced with a concrete masonry wall along the east elevation and a solid wood fence and gate be located along the north side to match the existing materials and colors.
4. The applicant install foundation plantings per Code, subject to approval by Planning.

South Pool Fiber Route (Underground)



North Pool Fiber Route (Underground and Aerial Combination)



FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made effective as of the ___ day of _____, 2012, by and between The City of Dublin, Ohio, an Ohio municipal corporation ("Landlord"), and Time Warner Cable Midwest LLC as successor in interest to Time Warner Entertainment Company, L.P., d/b/a Time Warner Cable ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated April 23, 1997 (the "Lease"), for the exiting demised premises located in Franklin County, Ohio, more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Tenant desires to construct Tenant's Improvements (as hereinafter defined) on the existing demised premises and on real property owned by Landlord adjacent to the existing demised premises;

WHEREAS, Landlord agrees that Tenant, at Tenant's cost, may construct the Tenant's Improvements;

WHEREAS, the Tenant's Improvements will be located on the existing demised premises and on real property owned by Landlord adjacent to the existing demised premises; and

WHEREAS, Landlord and Tenant wish to amend certain terms of the Lease, as set forth below.

NOW, THEREFORE, effective as of the date hereof and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound Landlord and Tenant agree as follows:

- 1. Term and New Demised Premises.** The initial term of this Lease commenced on April 23, 1997, and shall end on April 22, 2027, unless sooner terminated or unless extended as hereinafter provided. When constructed, the Tenant's Improvements will be located on the existing demised premises and on real property owned by Landlord adjacent to the existing demised premises. Landlord and Tenant agree that, during Tenant's Contingencies period set forth in Section 3 below, Tenant, at Tenant's cost, will hire a duly licensed surveyor to draw a survey and legal description of the new "Demised Premises" in accordance with Tenant's specifications (including enough land to construct Tenant's Improvements), which have been approved by Landlord, and which shall show the location, area boundaries, and dimensions of the new Demised Premises to be in conformity with Tenant's specifications, the new Demised Premises' location with respect to streets or highways, the location of all easements or reservations affecting the new Demised Premises, and that there are no encroachments of any improvements from

properties adjoining the new Demised Premises or from the new Demised Premises onto adjoining properties (the "Demised Premises"). Once the survey of the Demised Premises is completed, if requested by either Landlord or Tenant, Landlord and Tenant agree to execute a lease amendment amending the Lease to incorporate the legal description of the Demised Premises.

2. **Rent.** As consideration for the terms of this Amendment, Tenant, at Tenant's cost, agrees to: (a) install and maintain a twelve (12) fiber count link from the intersection of Coffman Road, Emerald Parkway, and Coffman Park Drive, Dublin, Ohio to the North Pool owned by Landlord and located at 5660 Dublinshire Road, Dublin, Ohio in accordance with the terms of Tenant's Fiber Quote dated September 11, 2012 and set forth in on Exhibit B attached hereto and incorporated herein and along a route determined by Landlord and Tenant (the "North Pool Improvements"), (b) install and maintain a twelve (12) fiber count link from the intersection of Woerner Temple Road and Emerald Parkway, Dublin, Ohio to the South Pool owned by Landlord and located at 6363 Woerner Temple Road, Dublin, Ohio in accordance with the terms of Tenant's Fiber Quote dated September 11, 2012 and set forth in on Exhibit C attached hereto and incorporated herein and along a route determined by Landlord and Tenant (the "South Pool Improvements"), and (c) relocate the pole and warning siren which is located adjacent to the Demised Premises to a location on property owned and chosen by Landlord, provided such location does not affect Tenant's use of the Demised Premises.

3. **Tenant's Contingencies.** Tenant's obligations under this Amendment are contingent upon Tenant's satisfaction or waiver, in Tenant's sole discretion, of the following, within the time period set forth in this Section 3 (collectively, "Tenant's Contingencies").
 - (i) Tenant's receipt of all permits and other approvals from applicable governmental authorities for the commencement, construction and completion of Tenant's Improvements on the Demised Premises.
 - (ii) The approval by Landlord, if required under this Lease, of Tenant's plans for Tenant's Improvements and the initial elevations for Tenant's Improvements.
 - (iii) Tenant's confirmation that all utilities, including without limitation, electricity, gas, sewer (sanitary and storm), water and telephone services, are presently servicing the Property and the Demised Premises in adequate capacities for Tenant's intended use.
 - (iv) Tenant's receipt of an acceptable survey and legal description of the new Demised Premises.

In the event that any of the Tenant's Contingencies are not satisfied or waived in writing on or before the sixtieth (60th) day after the date hereof (the "Tenant's Contingency Date"), Tenant may terminate this Lease by sending written notice to Landlord on or before Tenant's Contingency Date, and in such an event, both parties shall be relieved

from all liabilities under this Lease except those set forth in this Amendment, but not the existing Lease, that are specifically described as surviving the termination of this Lease. In the event that Tenant fails to give Landlord written notice of termination on or before the Tenant Contingency Date, Tenant shall be deemed to have waived all of Tenant's Contingencies. Tenant's waiver of any of the foregoing contingencies shall not relieve Landlord of its obligations under this Lease. Landlord agrees to cooperate with Tenant in its efforts to satisfy the Tenant's Contingencies and shall take no action which would adversely affect the status of the Demised Premises with respect to the Tenant's intended use of the Demised Premises. The costs incurred to satisfy Tenant's Contingencies shall be paid by Tenant exclusive of the time spent by Landlord in assisting Tenant with this contingency approval process. Landlord and Tenant agree that "Tenant's Improvements" shall mean the improvements depicted as "Time Warner Communications – Addition to Dublin Hub", 5588 Post Road, Dublin, OH 43017 dated August 2, 2011, revised September 29, 2011 and prepared by Lupton Rausch Architects as set forth on Exhibit D attached hereto and incorporated herein.

4. **Construction.** Promptly after the Tenant's Contingency Date, Tenant shall the right to construct the Tenant's Improvements at its sole cost and expense, in good workmanlike manner, in accordance with applicable governmental laws and regulations, and free of any liens or claims for work, labor and services. However, prior to the Tenant's Contingency Date, Tenant shall submit to the Landlord a detailed construction plan for review and approval by the City of Dublin. Landlord shall not have any obligation to construct or maintain, repair or replace Tenant's Improvements or any part thereof.

Barring some unforeseen catastrophic event, Landlord shall use its best efforts not to interfere with the operations of Tenant's Improvements. Landlord shall not be liable for any damage to Tenant's Improvements unless said damage is due to or arises out of any act, negligence, or omission on the part of Landlord and/or any of the Landlord's guests, licensees, invitees, contractors, employees and/or agents. Tenant agrees that Landlord is not liable for acts of random vandalism caused by members of the public who have access to Coffman Park.

5. **Post-Construction.** Within ninety (90) days after Tenant completes construction of the North Pool Improvements, Tenant agrees to QUITCLAIM unto Landlord for its own proper use and benefit, all the right, title, and interest which Tenant has in and to the North Pool Improvements by Quitclaim Bill of Sale in form substantially similar to the Quitclaim Bill of Sale set forth in Exhibit E attached hereto and incorporated herein. Within ninety (90) days after Tenant completes construction of the South Pool Improvements, Tenant agrees to QUITCLAIM unto Landlord for its own proper use and benefit, all the right, title, and interest which Tenant has in and to the South Pool Improvements by Quitclaim Bill of Sale in form substantially similar to the Quitclaim Bill of Sale set forth in Exhibit F attached hereto and incorporated herein. On and after the effective date of the North Pool Improvements Quitclaim Bill of Sale, Landlord, its successors and assigns, shall be responsible, at the cost of the Landlord, its successors and assigns, for maintaining in good, clean and safe condition, repair and appearance the

North Pool Improvements. On and after the effective date of the South Pool Improvements Quitclaim Bill of Sale, Landlord, its successors and assigns, shall be responsible, at the cost of the Landlord, its successors and assigns, for maintaining, repairing, and replacing, in good, clean and safe condition, repair and appearance, the South Pool Improvements. Notwithstanding any provision in this Amendment to the contrary, Landlord agrees to notify Tenant in writing at least twenty-four (24) hours prior to performing any maintenance on the North Pool Improvements. After notification, if Tenant desires, Tenant's employees may accompany Landlord's employees as Landlord's employees perform the maintenance on the North Pool Improvements.

6. **Notices.** Any notice required or permitted to be given under this Lease shall be in writing and shall be delivered by (a) national overnight courier service, or (b) registered or certified United States mail, postage prepaid, return receipt requested, and addressed as set forth below, with documentation of the other party's receipt or refusal of the notice. Any such notice shall be deemed effective upon the other party's receipt or refusal of the notice. The notice address below may not provide an address with a P.O. Box. Each party shall have the right to modify its notice address under this Lease by notifying the other party of such revised address in the manner set forth in this Section.

If to Landlord: The City of Dublin, Ohio
5200 Emerald Parkway
Dublin, Ohio 43017
Attn: Dana McDaniel

With a copy to: Ice Miller LLP
250 West Street
Columbus, Ohio 43215
Attn: Stephen Smith

If to Tenant: Time Warner Cable Midwest LLC
c/o Time Warner Cable
1015 Olentangy River Road
Columbus, Ohio 43212
Attn: Facilities Coordinator

With a copy to: Time Warner Cable Inc.
60 Columbus Circle
New York, NY 10023
Attn: General Counsel

Time Warner Cable
7820 Crescent Executive Drive
Charlotte, NC 28217
ATTN: Corporate Real Estate

Either party may change the place for address of notice by giving the other party at least ten (10) days' prior written notice.

7. **Insurance.** Section 5(a) of the Lease is hereby deleted and the following is inserted as Sections 5(a), 5(b) and 5(c) in replacement thereof:

a. **Indemnification**

Except for claims arising due to the negligence, misconduct, error or omission of Landlord, Tenant will indemnify Landlord and save Landlord harmless from and against any and all claims, actions, lawsuits, damages, liability and expense (including, but not limited to reasonable attorneys' fee) arising from loss, damage or injury to persons or property occurring in, on or about the Demised Premises, arising out of the Demised Premises, or occasioned wholly or in part by any negligence, act or omission of Tenant, Tenant's agents, contractors, customers or employees.

To the extent allowed by law, except for claims arising due to the negligence, misconduct, error or omission of Tenant, Landlord will indemnify Tenant and save Tenant harmless from and against any and all claims, actions, lawsuits, damages, liability and expense (including, but not limited to reasonable attorneys' fee) arising from loss, damage or injury to persons or property occurring in, on or about the Demised Premises, arising out of the Demised Premises, or occasioned wholly or in part by any negligence, act or omission of Landlord, Landlord's agents, contractors, customers or employees.

b. **Insurance**

(1) Tenant, at Tenant's cost, shall maintain insurance as follows:

- (i) Commercial General Liability Insurance, with limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, sickness or death, and property damage.
- (ii) Property Insurance against "All Risks" of physical loss covering the replacement cost of all fixtures and personal property.
- (iii) Workers' compensation insurance in form and amounts required by law, and Employer's Liability with not less than the following limits:

Each Accident	\$1,000,000
Disease--Policy Limit	\$1,000,000
Disease--Each Employee	\$1,000,000

Landlord, and if any, Landlord's building manager or agent, mortgagee and ground lessor shall be named as additional insureds as respects to insurance required of the Tenant for Commercial General Liability insurance coverage. The company or companies writing any insurance which Tenant is required to maintain under this Lease shall at all times have an A.M. Best rating of A- or better, and any such company shall be licensed to do business in the state in which Tenant's existing building and the Tenant's Improvements (collectively, the "Building") is located.

Tenant shall require any contractor of Tenant performing work on the Demised Premises to maintain insurance with terms, coverages and insurers, as similar to Tenant's requirements.

Tenant shall deliver to Landlord Certificates of Insurance evidencing all required insurance within thirty (30) days after the date of this Amendment and each renewal date. Each certificate will provide for thirty (30) days prior written notice of cancellation to Landlord.

- (2) Landlord, at Landlord's cost, shall maintain insurance as follows:
- (i) "All-Risk" property insurance at not less than ninety percent (90%) replacement cost, including loss of rents, on the Building.
 - (ii) Commercial General Liability insurance policies covering the common areas of the Building and the Project, with combined single limits of Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage.
 - (iii) Workers Compensation insurance for employees of Landlord entering Tenant's Demised Premises.

The company or companies writing any insurance which Landlord is required to maintain under this Lease shall at all times have an A.M. Best rating of A- or better, and any such company shall be licensed to do business in the state in which the Building is located. Upon request, Landlord shall provide Tenant with a copy of a Certificate of Insurance evidencing insurance listed in this section.

c. **Subrogation**

Neither Tenant nor Landlord shall be liable for loss or damage caused by fire or other perils covered or normally covered by insurance policies maintained or required to be maintained by this Lease by the other party with respect to the Demised Premises, the Building or any personal property contained in the same,

and each party on behalf of itself and any insurer, waives all rights of subrogation against the other with respect to those perils. This waiver of liability and subrogation shall apply regardless of the negligence of either party and shall not be limited by the amount of insurance coverage carried by either party. The provisions of this Section shall survive the expiration or earlier termination of this Lease.”

8. **Real Estate Taxes.** Section 5(b) of the Lease is hereby renumbered as Section 5(d) of the Lease.
9. **Assignment and Sublease.** Section 6 of the Lease is hereby deleted and the following is inserted as Section 6 in replacement thereof:

“6. Assignment and Sublease. Tenant shall have the right to assign this Lease or sublet all or part of the Demised Premises without the prior consent of Landlord to any affiliate, entity in which Tenant owns fifty percent (50%) or more of the stock, or entity which owns fifty percent (50%) or more of the stock of Tenant, which shall include without limitation an assignment of Tenant’s interest under this Lease by operation of law or as a consequence of a merger of Tenant into or with another entity, a change of control of or change of ownership of Tenant, or a sale of substantially all of Tenant’s assets (any such entity being a “Related Party,” and any such assignment or sublease being a “Related Party Assignment”). Tenant shall have the right to assign this Lease or sublet all or part of the Demised Premises to any party other than a Related Party provided such Assignee or Subtenant’s use is in keeping with the character and image of the Building with the prior consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed. Each assignment of this Lease or sublease of all or a portion of the Demised Premises shall also assign all rights of Tenant under this Lease to the assignee or sublessee, respectively, including, without limitation, any options to renew the term of this Lease, options to purchase the Building or the Demised Premises, and first rights of refusal to purchase the Building or the Demised Premises or lease additional space in the Building. In the case of an assignment of this Lease or a sublease of all or part of the Demised Premises to a third party other than a Related Party, Landlord shall receive fifty percent (50%) of any of Tenant’s profit after deducting Tenant’s commercially reasonable out of pocket costs associated with such assignment or sublet, including, without limitation, real estate commissions, legal and other fees and expenses, rent abatement, allowances for renovation to the Demised Premises, marketing costs and holding costs. Landlord shall not have the right of recapture of the Demised Premises in the event of any assignment or sublease, regardless of whether such assignment or sublet is to a Related Party or a third party.”

10. **Severability.** If any term or provision of this Lease shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
11. **Amendments.** Except as otherwise provided in this Lease, no variations, modifications, changes, or amendments to this Lease shall be binding upon any party hereto unless in writing, executed by a duly authorized officer or agent of the particular party.
12. **Prevailing Party.** If any party to this Amendment brings an action or proceeding to enforce the terms of this Amendment or to declare rights under this Amendment, the Prevailing Party in any such action, proceeding, or appeal thereon, shall be entitled to reasonable attorneys' fees and expenses from the non-prevailing party.
13. **Memorandum of Lease.** Landlord and Tenant agree that this Lease shall not be recorded. However, within fifteen (15) days after the written request of Tenant, Landlord agrees to execute and deliver to Tenant a memorandum of this Lease in recordable form sufficient to provide notice to third parties under the laws of the state where the Demised Premises are located. Tenant shall have the right to record said memorandum in the local public registry at Tenant's expense.
14. **Successors and Assigns.** All rights and obligations under this Lease shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns.
15. **Definitions/Interpretation/Counterparts.** Except if expressly amended hereby, all capitalized terms contained in this Amendment shall have the meaning ascribed to them in the Lease. Except as above amended, all the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed by Tenant and Landlord. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument.
16. **Conflict.** In the event of any conflict between any provisions of this Amendment and any provisions of the remainder of the Lease, the provisions of this Amendment shall control.

[Signature page follows.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to be effective as of the date first written above.

LANDLORD:

TENANT:

The City of Dublin, Ohio,
an Ohio municipal corporation

Time Warner Cable Midwest LLC, a
Delaware limited liability company, d/b/a Time
Warner Cable

By: _____

By: _____

Name: _____

Name: Lauren Suzuki

Its: _____

Its: RVP, Asset Management

Date: _____

Date: _____

LANDLORD

STATE OF OHIO)
)
COUNTY OF FRANKLIN) ss:

This instrument was acknowledged before me this ____ day of _____, 2012, by _____, as _____ of The City of Dublin, Ohio, an Ohio municipal corporation, on behalf of such municipal corporation.

Notary Public
My Commission Expires _____

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss:

This instrument was acknowledged before me this ____ day of _____, 2012, by Lauren Suzuki, as RVP, Asset Management, of Time Warner Cable Midwest LLC, a Delaware limited liability company, on behalf of such limited liability company.

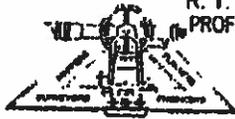
Notary Public
My Commission Expires _____

This instrument prepared by:

James M. Groner, Esq.
Bailey Cavalieri LLC
10 West Broad Street, Suite 2100
Columbus, OH 43215

EXHIBIT A

Legal Description of the Property



R. T. PATRIDGE AND ASSOCIATES
PROFESSIONAL SURVEYORS AND ENGINEERS

9484 DUBLIN ROAD
POWELL, OHIO 43086
FAX (614)-799-0030
TEL. (614)-799-0031

LEGAL DESCRIPTION OF 0.351 ACRE TRACT
LEASE AREA FOR WARNER COMMUNICATIONS
FROM CITY OF DUBLIN, FRA. CO. OHIO

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Virginia Military Survey No. 2542, and being part of an original 15.957 acre tract conveyed to the City of Dublin in (Deed Book 3391, Page 124) and in part of a 17.909 acre tract conveyed to the City of Dublin (Official Record 25841 E18), and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Post Road in the west line of said original 15.957 acre tract and in the east line of said 17.909 acre tract;

thence North 59° 48' 56" West 11.98 feet, in said northerly right-of-way line of Post Road and the south line of said 17.909 acre tract to a point;

thence North 02° 13' 07" West 40.5 feet, across said 17.909 acre tract, to a point;

North 67° 40' 02" East 111.91 feet, to a point;

thence the following five courses across and through said original 15.957 acre tract;

South 02° 02' 17" East 14.36 feet, to a point;

North 29° 28' 50" East 19.73 feet, to a point;

Along the arc of a curve to the left (radius = 51 feet, Delta = 31° 48' 47"), whose chord bears North 13° 33' 28" East and a chord distance of 27.93 feet, to a point;

North 87° 57' 43" East 75.00 feet, parallel with the south line of said original 15.957 acre tract, to a point;

South 02° 02' 17" East 127.27 feet, to a point in the south line of said original 15.957 acre tract and the north line of a tract of land owned by Dorothy L. Thomas and BancOhio National Bank of Columbus (Deed Book 1386, Page 96);

thence South 87° 57' 43" West 141.06 feet, in the south line of said original 15.957 acre tract and in the north line of said lands owned by Dorothy L. Thomas and BancOhio National Bank of Columbus, to a point in the northerly right-of-way line of Post Road;

thence North 58° 42' 59" West 10.77 feet, in the northerly right-of-way line of Post Road to a point;

thence the following five courses across and through said original 15.957 acre tract:

North 31° 30' 11" East 20.82 feet, to a point;

North 55° 41' 20" East 16.59 feet, to a point;

North 29° 28' 50" East 44.44 feet, to a point;

North 62° 02' 17" West 11.65 feet, to a point;

South 67° 40' 02" West 99.22 feet, to a point in the west line of said original 15.957 acre tract and in the east line of said 17.909 acre tract;

thence South 02° 13' 07" East 37.12 feet, to the place of beginning, containing 0.351 acres more or less, of which 0.341 acres is in the original 15.957 acre tract and 0.010 acres is in the 17.909 acre tract. Basis of bearings assumed.

This description was prepared by Patridge and Associates in October, 1996.

LEASE PLAT

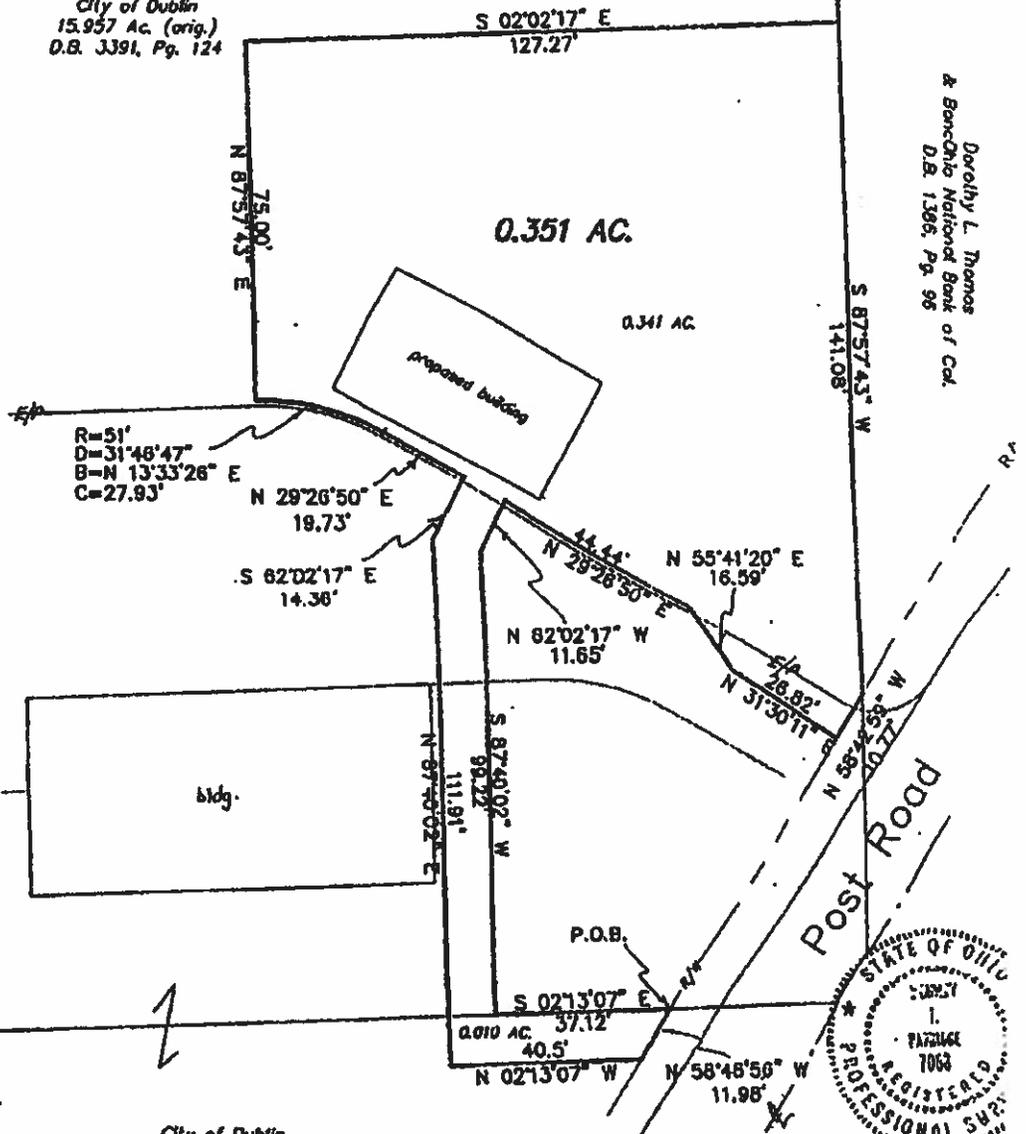
Plat showing 0.351 ac. lease tract,
located in V.M.S. 2542, City of Dublin, Franklin County, Ohio



Scale 1" = 30'
October 10, 1996
Beals of bearings assumed.

City of Dublin
15.957 Ac. (orig.)
D.B. 3391, Pg. 124

Dorothy L. Thomas
& BancOhio National Bank of Cal.
D.B. 1566, Pg. 96



City of Dublin
17.909 Ac.
O.R. 2584i E18

PROPERTY LINES ARE LOCATED BASED ON MONUMENTATION
FOUND AND RECORDED DEED DESCRIPTIONS. THIS DRAWING
IS NOT A BOUNDARY SURVEY.



PREPARED BY
PATRIDGE AND ASSOCIATES
PROFESSIONAL SURVEYORS AND ENGINEERS

9464 DUBLIN ROAD
POWELL, OHIO 43065
FAX (614)-799-0030
TEL. (614)-799-0031



Burdette J. Patridge
Professional Surveyor No. 7068

EXHIBIT B

North Pool Improvements

EXHIBIT C

South Pool Improvements

http://www.bing.com/maps/#Y3A9cXBkcDByODIONXo1Jmx2bD0xOC45NlZkaXl9MzU4LjksJmN0eT1JmFwcD01MDI5MH5Qb2ludHM=

File Edit View Favorites Tools Help

Bing Maps

WEB IMAGES VIDEOS MAPS MORE

bing

6363 woerner temple rd,dublin



Directions ★ My places Map apps

Road Bird's eye Traffic



Distance Calculator

- 138feet Woerner Temple Rd, Dublin, OH 43016
- 238feet Woerner Temple Rd, Dublin, OH 43016
- 613feet Woerner Temple Rd, Dublin, OH 43016
- 294feet 5781 Wilcox Rd, Dublin, OH 43016
- 288feet 5781 Wilcox Rd, Dublin, OH 43016
- 196feet 5781 Wilcox Rd, Dublin, OH 43016
- 425feet 5738 Wilcox Rd, Dublin, OH 43016
- 620feet Woerner Temple Rd, Dublin, OH 43016
- 572feet Woerner Temple Rd, Dublin, OH 43016
- 441feet Emerald Pkwy, Dublin, OH 43016



84.5 feet Woerner Temple Rd, Dublin, OH 43016

Total Distances

 1.1 mi

 1.5 mi [Get directions...](#)

Kilometers Miles





Sign in 
0 of 5

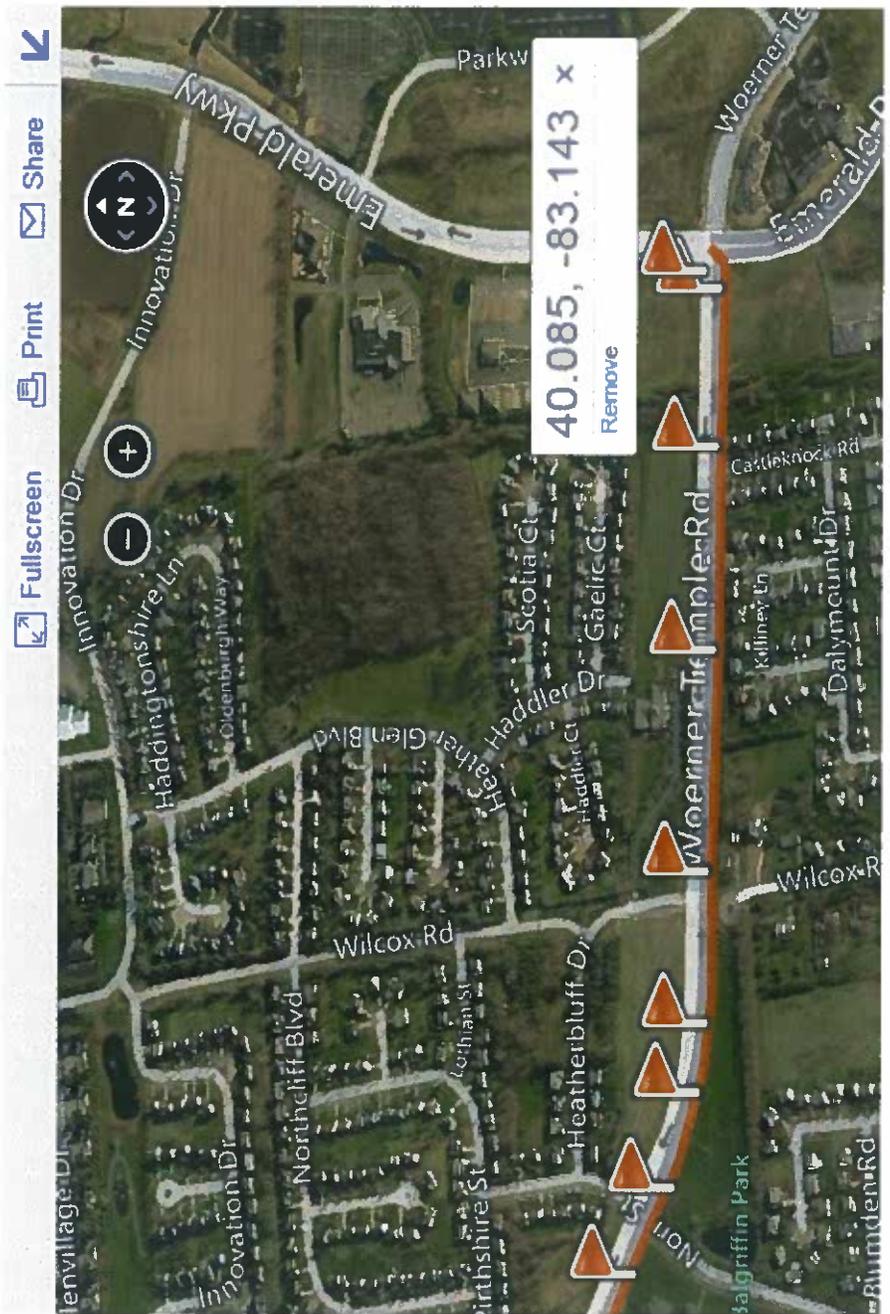




EXHIBIT D

Description of Tenant's Improvements

TIME WARNER COMMUNICATIONS - ADDITION TO DUBLIN HUB

5588 POST ROAD DUBLIN, OHIO 43217

OWNER:
TIME WARNER COMMUNICATIONS
 1700 BROADWAY
 CALICO, OHIO 43081

ARCHITECT:
LUPTON RAUSCH ARCHITECTS
 10000 WOODBURN AVENUE
 COLUMBUS, OHIO 43240
 PHONE: (614) 746-4650
 FAX: (614) 746-8897

STRUCTURAL ENGINEER:
JEFFERSON GEFEN & ASSOCIATES, INC.
 10000 WOODBURN AVENUE
 COLUMBUS, OHIO 43240
 PHONE: (614) 746-4650
 FAX: (614) 746-8897

MECHANICAL / ELECTRICAL ENGINEER:
MC MILLEN ENGINEERING COMPANY, INC.
 100 S. STATE STREET
 COLUMBUS, OHIO 43260
 PHONE: (614) 462-3400
 FAX: (614) 462-3400

PROJECT NUMBER: LRA XX
DATE: August 2, 2011
REVISED DATE: September 29, 2011

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE (IMC) AND ALL APPLICABLE LOCAL ORDINANCES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE MARSHAL ASSOCIATION (IFMA) AND ALL APPLICABLE LOCAL ORDINANCES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SOCIETY OF PROFESSIONAL ENGINEERS (ISPE) AND ALL APPLICABLE LOCAL ORDINANCES.

OBBC DATA

USE GROUP: (S) LOW PLANS, SIGNAGE (EXCLUDED) LESS THAN 2' PER PER DAY)
CONSTRUCTION TYPE: (A) CON / UNPROTECTED
BUILDING AREA: 145 SF EXISTING
 1,077 SF ADDITION

LOCATION MAP



DRAWING INDEX

- COMP. SHEET**
- 1-1 SITE PLAN
 - 1-2 FLOOR PLAN
 - 1-3 FLOOR PLAN AND MECH. RADIANT PLAN
 - 1-4 FLOOR PLAN AND MECH. RADIANT PLAN
 - 1-5 FLOOR PLAN AND MECH. RADIANT PLAN
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 - 1-99 FLOOR PLAN AND MECH. RADIANT PLAN
 - 1-100 FLOOR PLAN AND MECH. RADIANT PLAN



ARCHITECTURE
INTERIOR DESIGN

PROJECT NAME
TIME WARNER COMMUNICATIONS

ADDRESS NO.
DUBLIN HUB
75 WESTWOOD BOULEVARD
DUBLIN, OH 43017

PROJECT NO. 04-07-05
DATE August 6, 2001
ISSUED FOR August 28, 2001

SCALE

DATE 1" = 20'-0"

1.0

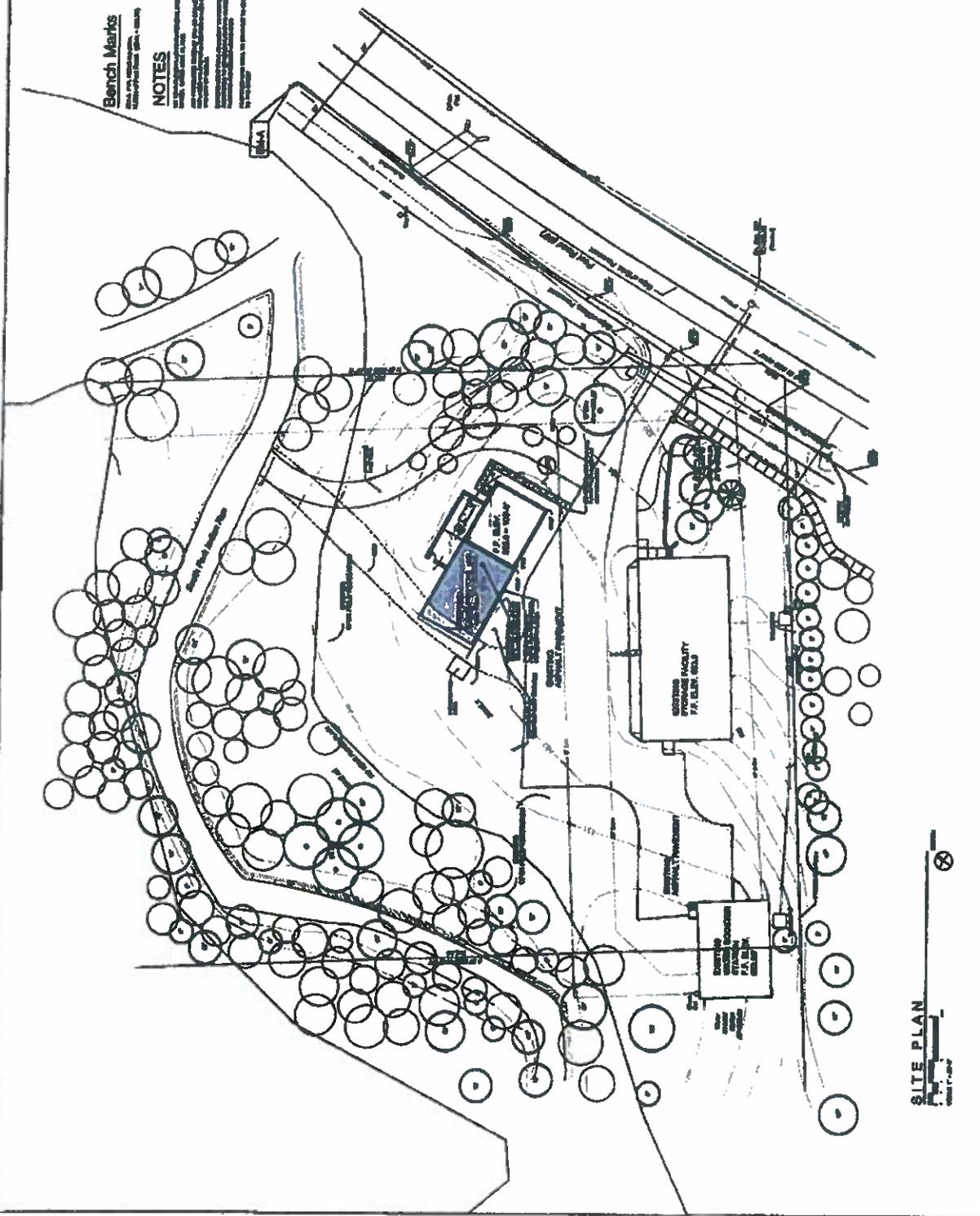
SITE PLAN

Bench Marks

BM 100.00
BM 100.00
BM 100.00

NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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SITE PLAN





ARCHITECTURE +
INTERIOR DESIGN

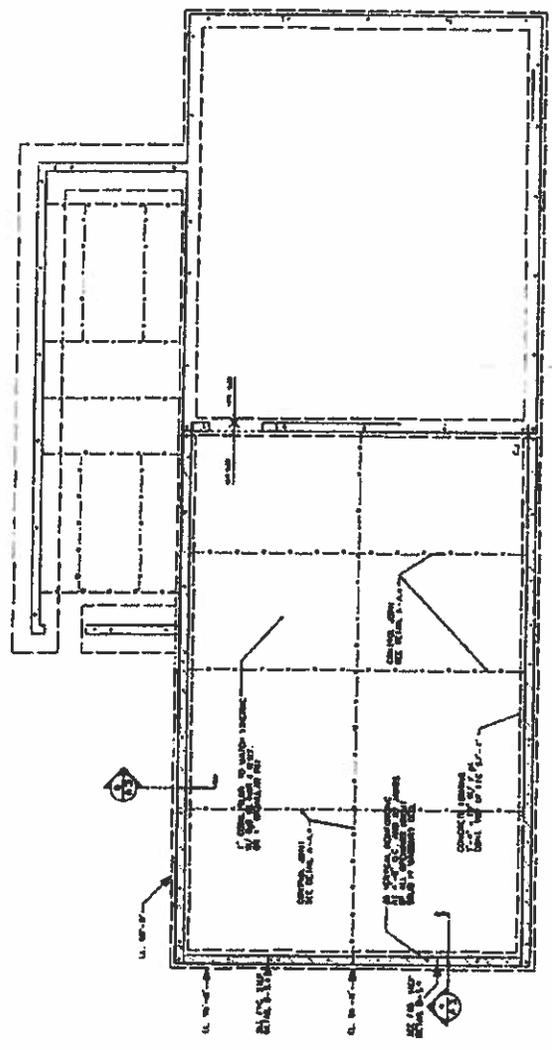
PROJECT NAME
TIME WARNER COMMUNICATIONS
LOCATION NO.
DUBLIN HUB
75 WESTWOODS AVENUE
DUBLIN, IRELAND

DESIGNER NO.
DATE August 1, 2011
BY August 26, 2011

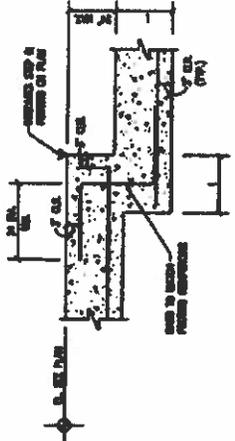
SCALE 1/4" = 1'-0"

FOUNDATION PLAN
A-1.0

- FOUNDATION NOTES**
- VERIFY EXISTING FOUNDATION CONDITIONS (E.G. REINFORCEMENT, BARRING) PRIOR TO CONSTRUCTION.
 - CONCRETE SHALL BE CAST IN PLACE AND SHALL BE COMPACTED TO THE FULL DEPTH OF THE FOOTING.
 - CONCRETE SHALL BE CAST IN PLACE AND SHALL BE COMPACTED TO THE FULL DEPTH OF THE FOOTING.
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1 FOUNDATION PLAN
SCALE 1/4" = 1'-0"



2 TYPICAL FOOTING STEP
SCALE 1/4" = 1'-0"



MIC WARMER COMMUNICATIONS
 73 WILWOODS BOULEVARD
 SUITE 100
 WILSON, NC 27157

MIC WARMER COMMUNICATIONS
 ARCHITECT FOR
JOB IN TUB
 73 WILWOODS BOULEVARD
 SUITE 100, WILSON, NC 27157

PROJECT NO. 2011-001
 DATE August 1, 2011
 REVISION August 23, 2011

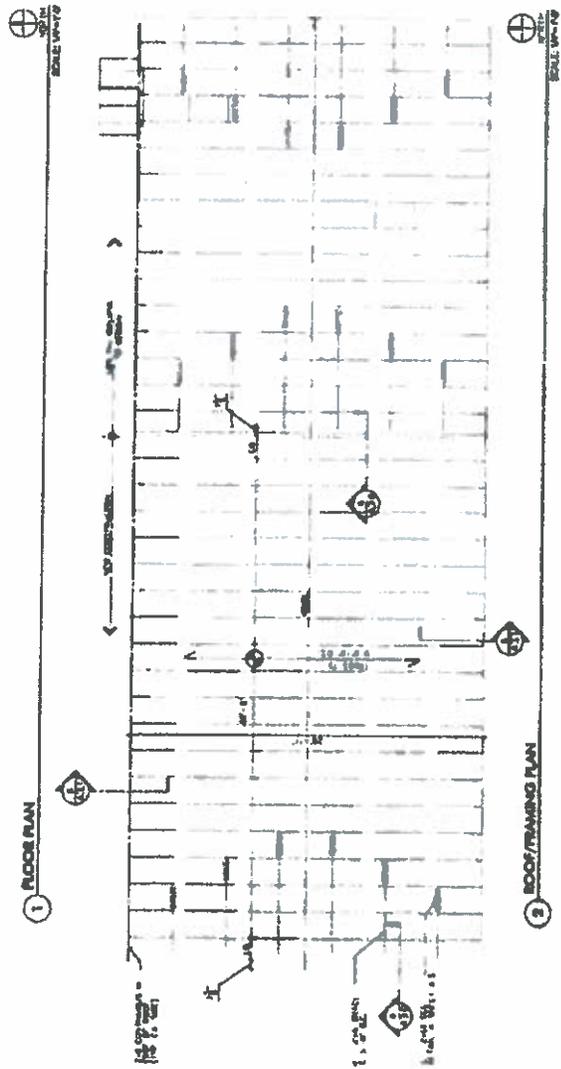
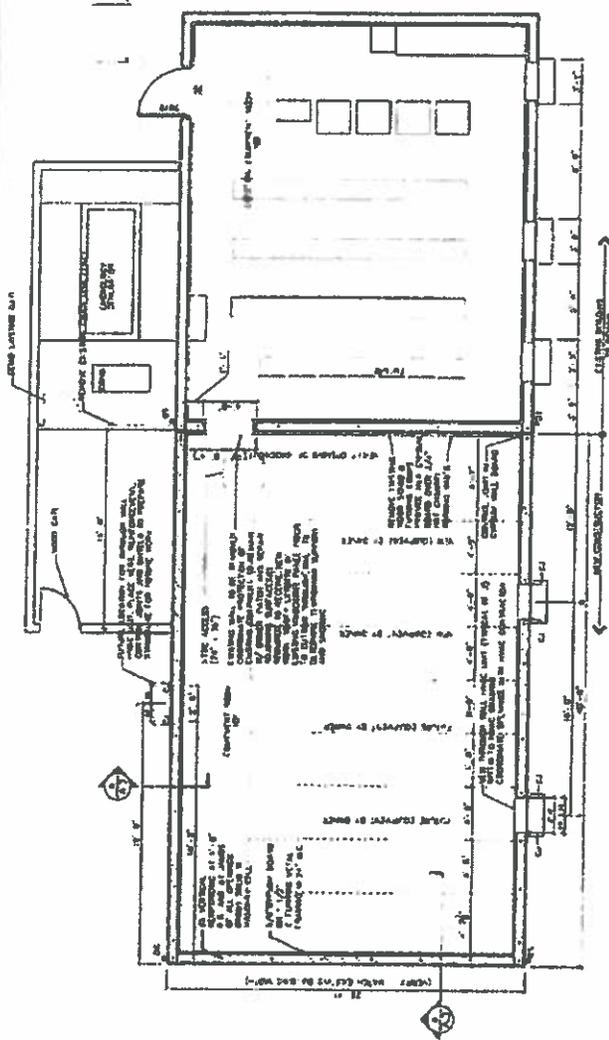
ROOF FRAMING PLAN
 1/8" = 1'-0"

FLOOR PLAN CONSTRUCTION NOTES

1. REFER TO FLOOR PLAN FOR ALL CONSTRUCTION NOTES.
2. REFER TO FLOOR PLAN FOR ALL CONSTRUCTION NOTES.

ROOF FRAMING NOTES

1. FLOOR JOIST: 12" x 16" SPACED @ 24" O.C.
2. ROOF DECK: 2" MIN. THICK POLYURETHANE INSULATED CONCRETE SLAB (2" POLYURETHANE INSULATION ON TOP OF CONCRETE SLAB).
3. SEE SHEET 4.4 FOR SPECIAL CONNECTIONS, DETAILS.





APPLIED CLTURE
 1000 10th St NW
 Washington, DC 20004

PROJECT NAME
TIME WARNER COMMUNICATIONS

ADDRESS
DUBLIN, OH

75 WESTWOOD BOULEVARD
 COLUMBUS, OH 43260

DATE
 10/11/01

PROJECT NO.
 01-001

SCALE
 1/4" = 1'-0"

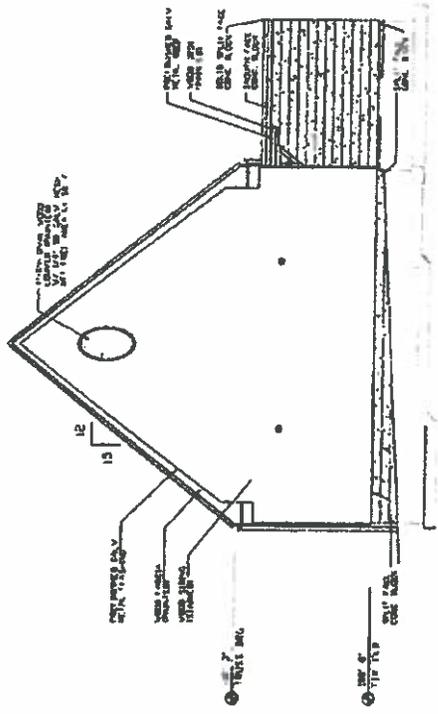
DATE
 10/11/01

PROJECT NO.
 01-001

DATE
 10/11/01

SCALE
 1/4" = 1'-0"

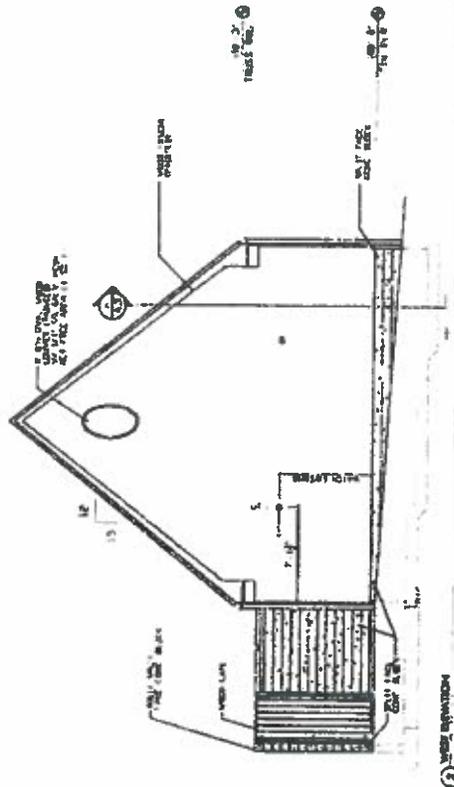
DATE
 10/11/01



1

INDICATED ROOM

SEE PLAN FOR FINISHES



2

INDICATED ROOM

SEE PLAN FOR FINISHES

APPLIED CLTURE
 1000 10th St NW
 Washington, DC 20004

A-2.1



ARCHITECTURE & INTERIOR DESIGN

PROJECT NAME
TIME WARNER COMMUNICATIONS

ADDRESS NO.
DUBLIN HUB

75 MORTIMER ROAD
DUBLIN D02 XN29

ARCHITECT
T.W. ARCHITECTS

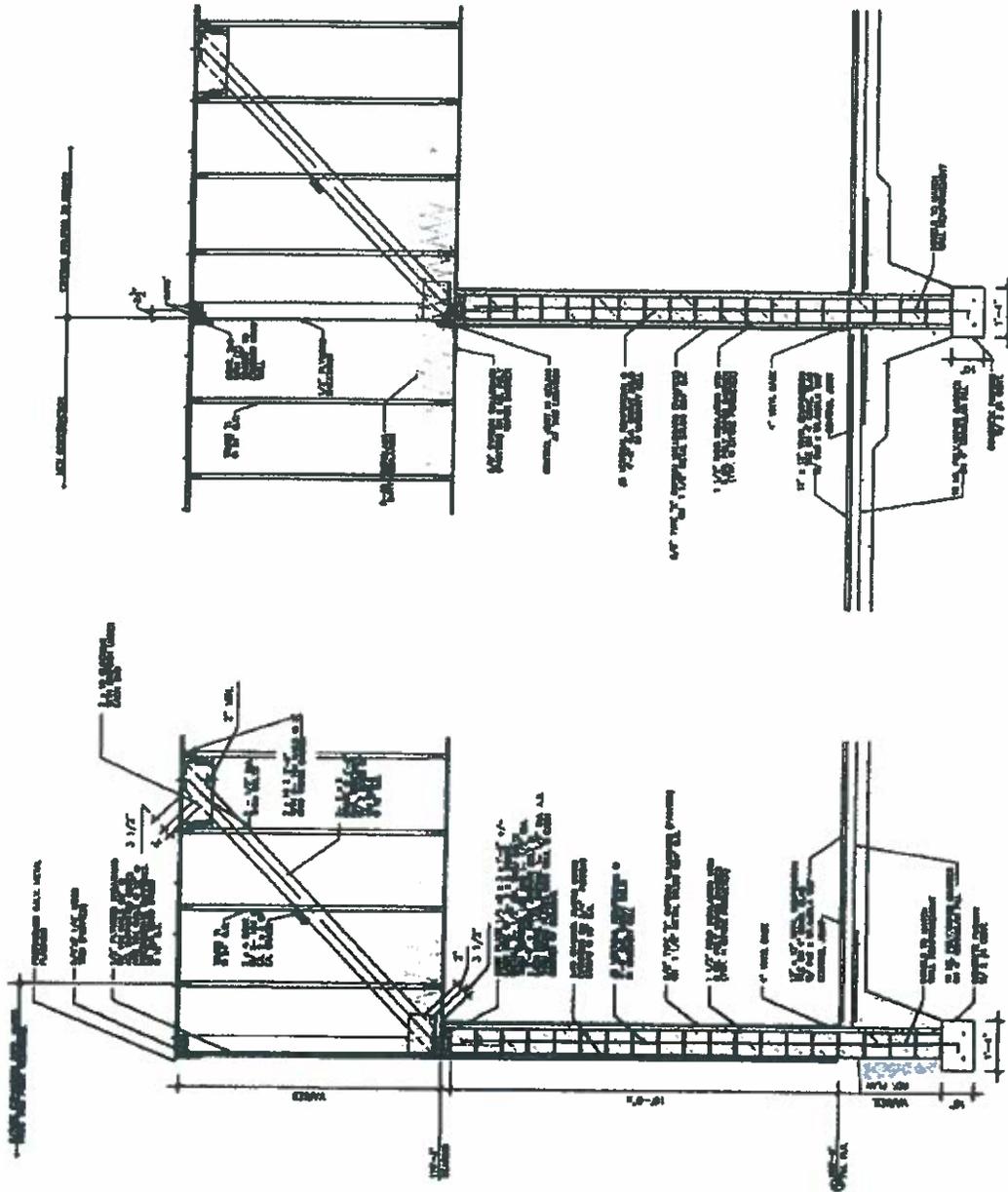
DATE
August 2, 2011

REVISION
August 23, 2011

SCALE
1/4" = 1'-0"

A-3.0

SECTIONS AND DETAILS



WALL SECTION B SCALE 1/4" = 1'-0"

WALL SECTION A SCALE 1/4" = 1'-0"



ARCHITECTURE &
INTERIOR DESIGN

ADDRESS: 75 WESTINGHOUSE BOULEVARD
DUBLIN, OHIO 43017

PROJECT NO. 75-001

DATE: August 1, 1981

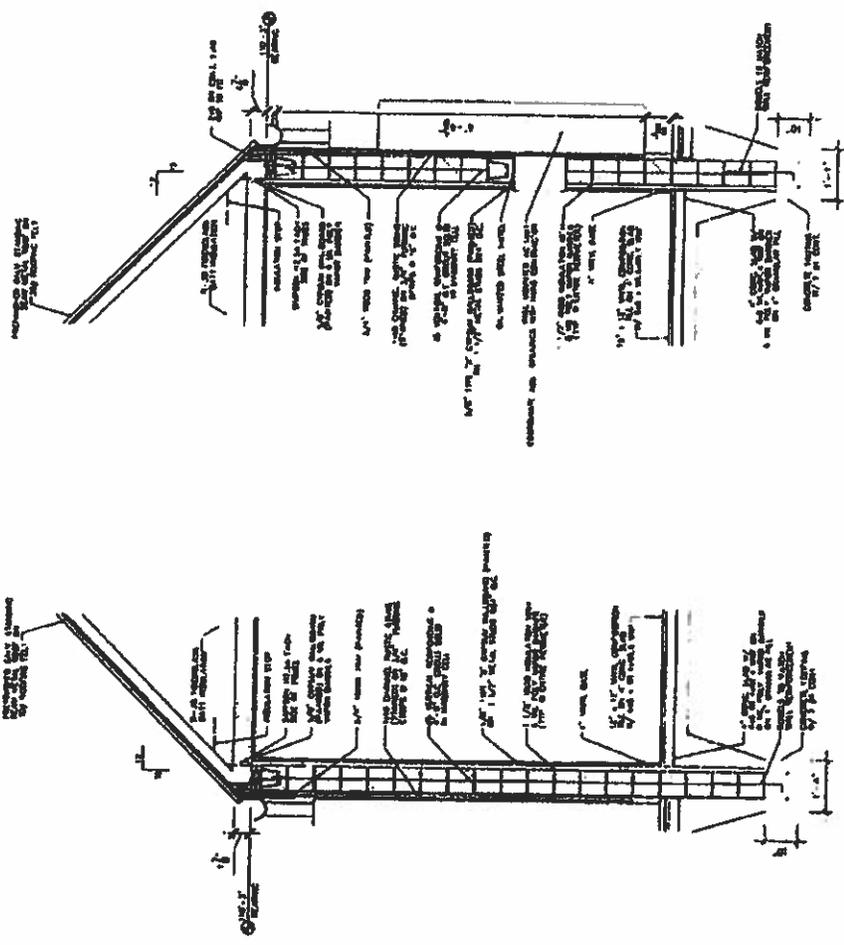
BY: August 16, 1981

SCALE: 1/4" = 1'-0"

NO. 1

SECTION AND DETAILS

A-3



WALL SECTION 8



ARCHITECTURE
INTERIOR DESIGN

PROJECT NAME
TIME WARNER
COMMUNICATIONS

ADDRESS: 10
DUBLIN HUB
75 WESTPOWDER BALLYVAUGHAN
DUBLIN, CO. DUB

DATE: August 3, 2011
ISSUE: August 26, 2011

PROJECT NO.
SHEET NO.

SCALE

GENERAL NOTES
A-4.0

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND THE NATIONAL FIRE BRANCH PRIOR TO COMMENCEMENT OF WORK.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE S.I. BUILDING REGULATIONS AND THE S.I. ELECTRICAL REGULATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES TO REMAIN ON THE SITE.

4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AT ALL STAGES OF THE PROJECT.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AND STRUCTURES TO REMAIN ON THE SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES TO REMAIN ON THE SITE.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE S.I. BUILDING REGULATIONS AND THE S.I. ELECTRICAL REGULATIONS.

8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AND STRUCTURES TO REMAIN ON THE SITE AT ALL TIMES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES TO REMAIN ON THE SITE.

10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE S.I. BUILDING REGULATIONS AND THE S.I. ELECTRICAL REGULATIONS.

11. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AND STRUCTURES TO REMAIN ON THE SITE AT ALL TIMES.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES TO REMAIN ON THE SITE.

13. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE S.I. BUILDING REGULATIONS AND THE S.I. ELECTRICAL REGULATIONS.

14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AND STRUCTURES TO REMAIN ON THE SITE AT ALL TIMES.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES TO REMAIN ON THE SITE.

EXHIBIT E

Quitclaim Bill of Sale

QUITCLAIM BILL OF SALE – NORTH POOL IMPROVEMENTS

This Quitclaim Bill of Sale – North Pool Improvements (this "Bill of Sale") is entered into by and between **Time Warner Cable Midwest LLC**, a Delaware limited liability company ("Seller"), and **The City of Dublin, Ohio**, an Ohio municipal corporation ("Buyer").

Recitals

WHEREAS, Seller desires to quitclaim title to the North Pool Improvements, as defined in that certain First Amendment of Lease dated _____, 2012 between Seller, as tenant, and Buyer, as landlord, as of the date of this Bill of Sale (the "Lease Amendment"), to Buyer, and Buyer desires to purchase, assume, and accept title to the North Pool Improvements, for the consideration and on the terms and conditions set forth in the Bill of Sale; and

WHEREAS, the North Pool Improvements are no longer necessary for Seller's business purposes and Seller is willing to transfer to Buyer Seller's right, title and interest in and to the North Pool Improvements; and

WHEREAS, Buyer is not an insider or affiliate of Seller.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby QUITCLAIM unto Buyer for its own proper use and benefit, all the right, title, and interest which Seller has in and to the North Pool Improvements.

1. **CONSIDERATION**. Effective as of the date of this Bill of Sale and in consideration of the Buyer entering into the Lease Amendment, Seller hereby quitclaims to Buyer all of Seller's right, title and interest in and to the North Pool Improvements.

2. **DISCLAIMER OF WARRANTIES**. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF OWNERSHIP, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WARRANTIES AS TO THE MATERIALS, WORKMANSHIP, OR COMPLETENESS OF THE NORTH POOL IMPROVEMENTS, THE SUITABILITY OF THE NORTH POOL IMPROVEMENTS FOR BUYER'S INTENDED USE, OR THE PRESENCE ON OR BENEATH THE NORTH POOL IMPROVEMENTS OF HAZARDOUS SUBSTANCES OR MATERIALS. BUYER FURTHER ACKNOWLEDGES THAT SELLER IS CONVEYING THE NORTH POOL IMPROVEMENTS "AS IS," "WHERE IS," IN ITS PRESENT CONDITION, WITH ALL FAULTS, AND ASSUMES ANY AND ALL RISKS OF IMPERFECTIONS OR DEFECTS, LATENT OR PATENT, AND THAT BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER OR BY SELLER'S AGENTS WITH RESPECT TO THE NORTH POOL IMPROVEMENTS. BY ACCEPTANCE OF THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND

INVESTIGATION OF THE NORTH POOL IMPROVEMENTS HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE NORTH POOL IMPROVEMENTS.

3. **RELEASE.** From and after the date of this Bill of Sale, Buyer, on behalf of itself and its officers, officials, representatives and assigns (individually, a "Released Party," and collectively, the "Releasing Parties"), hereby releases and discharges Seller, its members, officers, employees, agents, related entities and assigns, of and from all actions, causes of actions, suits, covenants, agreements, damages, judgments, claims and demands, whatsoever, in law or in equity, which any Releasing Party has or may have, by reason of any manner, cause or thing whatsoever, including, but not limited to, any and all liability arising with respect to the North Pool Improvements.

4. **SURVIVAL.** Buyer's obligations hereunder shall survive the transfer of the North Pool Improvements and shall not be construed to merge with the passage of title to the North Pool Improvements.

5. **COUNTERPARTS.** This Bill of Sale may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one (1) agreement.

IN WITNESS THEREOF, Seller and Buyer have executed this Bill of Sale effective as of the _____ day of _____, 2013.

SELLER:

Time Warner Cable Midwest LLC, a Delaware limited liability company

By: _____
Name: Lauren Suzuki
Its: RVP, Asset Management

BUYER:

The City of Dublin, Ohio, an Ohio municipal corporation

By: _____
Name: _____
Its: _____

EXHIBIT F

Quitclaim Bill of Sale

QUITCLAIM BILL OF SALE – SOUTH POOL IMPROVEMENTS

This Quitclaim Bill of Sale – South Pool Improvements (this "Bill of Sale") is entered into by and between **Time Warner Cable Midwest LLC**, a Delaware limited liability company ("Seller"), and **The City of Dublin, Ohio**, an Ohio municipal corporation ("Buyer").

Recitals

WHEREAS, Seller desires to quitclaim title to the South Pool Improvements, as defined in that certain First Amendment of Lease dated _____, 2012 between Seller, as tenant, and Buyer, as landlord, as of the date of this Bill of Sale (the "Lease Amendment"), to Buyer, and Buyer desires to purchase, assume, and accept title to the South Pool Improvements, for the consideration and on the terms and conditions set forth in the Bill of Sale; and

WHEREAS, the South Pool Improvements are no longer necessary for Seller's business purposes and Seller is willing to transfer to Buyer Seller's right, title and interest in and to the South Pool Improvements; and

WHEREAS, Buyer is not an insider or affiliate of Seller.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby QUITCLAIM unto Buyer for its own proper use and benefit, all the right, title, and interest which Seller has in and to the South Pool Improvements.

1. **CONSIDERATION**. Effective as of the date of this Bill of Sale and in consideration of the Buyer entering into the Lease Amendment, Seller hereby quitclaims to Buyer all of Seller's right, title and interest in and to the South Pool Improvements.

2. **DISCLAIMER OF WARRANTIES**. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF OWNERSHIP, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WARRANTIES AS TO THE MATERIALS, WORKMANSHIP, OR COMPLETENESS OF THE SOUTH POOL IMPROVEMENTS, THE SUITABILITY OF THE NORTH POOL IMPROVEMENTS FOR BUYER'S INTENDED USE, OR THE PRESENCE ON OR BENEATH THE SOUTH POOL IMPROVEMENTS OF HAZARDOUS SUBSTANCES OR MATERIALS. BUYER FURTHER ACKNOWLEDGES THAT SELLER IS CONVEYING THE SOUTH POOL IMPROVEMENTS "AS IS," "WHERE IS," IN ITS PRESENT CONDITION, WITH ALL FAULTS, AND ASSUMES ANY AND ALL RISKS OF IMPERFECTIONS OR DEFECTS, LATENT OR PATENT, AND THAT BUYER IS NOT RELYING UPON ANY REPRESENTATION OF ANY KIND OR NATURE MADE BY SELLER OR BY SELLER'S AGENTS WITH RESPECT TO THE SOUTH POOL IMPROVEMENTS. BY ACCEPTANCE OF THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT BUYER'S OPPORTUNITY FOR INSPECTION AND

INVESTIGATION OF THE SOUTH POOL IMPROVEMENTS HAS BEEN ADEQUATE TO ENABLE BUYER TO MAKE BUYER'S OWN DETERMINATION WITH RESPECT TO THE SOUTH POOL IMPROVEMENTS.

3. **RELEASE.** From and after the date of this Bill of Sale, Buyer, on behalf of itself and its officers, officials, representatives and assigns (individually, a "Released Party," and collectively, the "Releasing Parties"), hereby releases and discharges Seller, its members, officers, employees, agents, related entities and assigns, of and from all actions, causes of actions, suits, covenants, agreements, damages, judgments, claims and demands, whatsoever, in law or in equity, which any Releasing Party has or may have, by reason of any manner, cause or thing whatsoever, including, but not limited to, any and all liability arising with respect to the South Pool Improvements.

4. **SURVIVAL.** Buyer's obligations hereunder shall survive the transfer of the South Pool Improvements and shall not be construed to merge with the passage of title to the South Pool Improvements.

5. **COUNTERPARTS.** This Bill of Sale may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one (1) agreement.

IN WITNESS THEREOF, Seller and Buyer have executed this Bill of Sale effective as of the _____ day of _____, 2013.

SELLER:

Time Warner Cable Midwest LLC, a Delaware limited liability company

By: _____

Name: Lauren Suzuki

Its: RVP, Asset Management

BUYER:

The City of Dublin, Ohio, an Ohio municipal corporation

By: _____

Name: _____

Its: _____