City of Dublin

Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager

Date: May 2, 2013

Initiated By: Terry Foegler, Director of Strategic Initiatives/Special Projects

Re: **Ordinance 38-13 – Authorizing the City Manager to Execute Necessary Conveyance Documentation to Acquire 5.120 Acres, More or Less, of Right-of-Way Located at the Northeast Corner of Riverside Drive and State Route 161 that are Necessary for Intersection and Roadway Improvements.**

Background/Summary

As Council is aware, the City has been engaged in the planning and design of several important public infrastructure improvement projects in the area near the intersection of State Route 161 and Riverside Drive. These projects have received increased attention in recent months with the Bridge Street River Corridor urban design framework planning effort. These efforts further refined the planning for this intersection improvement and other related public improvement projects in the area, including the relocation of Riverside Drive further to the east, and the future development of several adjacent river corridor park improvements.

A previous engineering study has identified several options for addressing the increasing capacity and safety issues confronting the State Route 161 and Riverside Drive intersection. The city has determined that, for a variety of reasons previously presented to Council, the preferred solution for improving this intersection is the construction of a roundabout, which will require additional right-of-way from the adjacent properties. Council recently authorized the purchase of the Wendy's restaurant site, located at the southeast corner of this intersection, in anticipation of the future construction of the roundabout.

Crawford Hoying LTD ("Seller") recently entered into a purchase agreement for the property located on the northeast corner of this intersection, known as the Bridge Pointe Shopping Center. Of the approximately 10.994 acres in this site, about 3.812 acres, or roughly 35% of the site, will be required for the future roundabout and road relocation projects (see attached). The Seller desires to purchase the Property and immediately sell, and transfer to the City, the 3.812 acres of needed future right-of-way (ROW). An appraisal has been completed by The Robert Weiler Company, which has established a value for the 3.812 acres, combined with the resulting damages to the residue, at $3.345 million. The acquisition also includes 1.308 acres of Previous Roadway Occupied (PRO), which has no market value, and will be included in the purchase for no additional cost. The City staff has reviewed this information and believes that the opportunity to acquire the needed ROW at this time, under the terms and conditions contained in the agreements attached to the ordinance, is in the best interest of the City of Dublin.

Necessary initial funding for this acquisition will come from an advance from the General Fund. It is anticipated that this advance will be repaid over time from service payments received from the

establishment of a Bridge Street District Tax Increment Financing (TIF) area. Staff will bring forward for Council consideration a mid-year appropriation ordinance for this purchase as well as any other acquisitions that may be necessary. Ordinance 38-13 authorizes the City Manager to execute all necessary conveyance documentation, including the Real Estate Purchase, Right of First Refusal and Lease Agreements, similar to the ones attached to the Ordinance as Exhibit "B" to acquire the combined 5.120 acres (3.812 acres in the center and 1.308 acres of PRO), more or less, in fee simple, as depicted in the attached Exhibit "A" of the Ordinance. The Lease Agreements make provisions for the Seller to lease back the purchased ROW for $1 per year (assuming all of the expenses associated therewith) and to continue to use it for shopping center purposes until the City is ready to proceed with these roadway improvements projects. Because of its significant contribution to the overall value of the property, the city has retained a right of first refusal to purchase the remainder of the site (7.182 acres) until such time as the seller secures final development plan approval for the site, in connection with any future redevelopment of the site.

Recommendation

Staff is recommending that Council introduce Ordinance 38-13 at its May 6, 2013 meeting, and approve the Ordinance by emergency at the second reading/public hearing on May 20, 2013. The recommended emergency action is necessary because the purchase agreement requires Crawford Hoying to close by no later than June 11, 2013.

5.120 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, lying in Quarter Township 3, Township 2, Range 19, United States Military Lands, and being part of that 12.363 acre tract conveyed to 6490 Riverside Drive, LLC by deed of record in Instrument Number 201203120033906 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning for reference at a 3/4 inch iron pipe found at the northwesterly corner of Lot 1 of that subdivision entitled "Dale Center" of record in Plat Book 58, Pages 81 and 82, the northeasterly corner of said 12.363 acre tract in the southerly right-of-way line of Dale Drive (60 feet wide) as dedicated in said Plat Book 58, Pages 81 and 82;

thence with the southerly right-of-way line of said Dale Drive and with the northerly line of said 12.363 acre tract, the following courses and distances:

North 86°30'03" West, a distance of 340.75 feet to a point of curvature;

with a curve to the left having a central angle of 10°19'32", a radius of 370.00 feet, an arc length of 66.68 feet and a chord that bears South 88°20'11" West, a chord distance of 66.59 feet to an iron pin set at the TRUE POINT OF BEGINNING;

thence across said 12.363 acre tract, the following courses and distances:

South 07°31'16" East, a distance of 118.20 feet to an iron pin set;

South 10°18'33" East, a distance of 142.00 feet to an iron pin set;

South 15°02'28" East, a distance of 78.00 feet to an iron pin set;

South 18°15'15" East, a distance of 184.00 feet to an iron pin set;

South 26°29'52" East, a distance of 60.00 feet to an iron pin set;

South 29°33'47" East, a distance of 49.00 feet to an iron pin set;

South 34°21'58" East, a distance of 37.00 feet to an iron pin set;

South 38°36'19" East, a distance of 37.00 feet to an iron pin set;

South 42°37'38" East, a distance of 42.00 feet to an iron pin set;

South 47°43'47" East, a distance of 36.00 feet to an iron pin set;

South 54°44'38" East, a distance of 40.00 feet to an iron pin set;

South 51°20'08" East, a distance of 35.00 feet to an iron pin set;

South 51°51'31" East, a distance of 25.00 feet to an iron pin set;

South 57°10'46" East, a distance of 40.00 feet to an iron pin set;

South 70°47'35" East, a distance of 28.00 feet to an iron pin set;

South 88°33'55" East, a distance of 70.00 feet to an iron pin set;

South 80°49'26" East, a distance of 133.00 feet to an iron pin set in the line common to said 12.363 acre tract and Lot 2 of said "Dale Center" subdivision;

thence South 14°01'13" East, with said common line a distance of 31.00 feet to an iron pin set at the common corner of that 0.048 acre tract conveyed to the City of Dublin, Ohio by deed of record in Official Record 19911F07 and that 0.718 acre tract conveyed to the City of Dublin, Ohio by deed of record in Official Record 22210I18, in the northerly right-of-way line of State Route 161;

thence North 86°52'35" West, with the line common to said 12.363 and 0.718 acre tracts and with the northerly right-of-way line of said State Route 161 a distance of 596.56 feet to a magnetic nail set in the easterly line of that tract conveyed to Joe Wing and Forest Wing by deeds of record in Deed Book 621, Page 144, Deed Book 830, Page 141 and Deed Book 915, Page 486, said Wing tract is encumbered by highway

easements conveyed to The State of Ohio by deed of record in Deed Book 1004, Page 54 and County of Franklin by deed of record in Deed Book 1003, Page 496;

thence North 53°36'10" West, with the line common to said 12.363 acre tract and said Wing tract, a distance of 98.12 feet to a magnetic nail set at the southeasterly corner of that 2.187 acre tract conveyed to the Village of Dublin, Ohio by deed of record in Official Record 7570C02, in the centerline of State Route 257;

thence with the line common to said 12.363 and 2.187 acre tracts and with the centerline of State Route 257 the following courses and distances:

North 13°40'44" West, a distance of 658.02 feet to a magnetic nail set;

North 16°01'44" West, a distance of 52.53 feet to a magnetic nail set at the common corner of said 12.363 acre tract and the remainder of the original 9.356 acre tract conveyed to Village Square Center LTD. by deed of record in Deed Book 3672, Page 531;

thence North 73°58'16" East, with the line common to said 12.363 acre tract and the remainder of said original 9.356 acre tract, a distance of 55.00 feet to an iron pin set in the easterly right-of-way line of State Route 257;

thence with the southerly right-of-way line of said Dale Drive and the northerly line of said 12.363 acre tract, the following courses and distances:

with a curve to the right having a central angle of 89°47'59", a radius of 20.00 feet, an arc length of 31.35 feet and a chord that bears North 28°52'15" East, a chord distance of 28.23 feet to an iron pin set;

North 73°46'15" East, a distance of 105.81 feet to an iron pin set at a point of curvature;

with a curve to the right having a central angle of 09°24'10", a radius of 370.00 feet, an arc length of 60.72 feet and a chord that bears North 78°28'20" East, a chord distance of 60.65 feet to the TRUE POINT OF BEGINNING and containing 5.120 acres, more or less of which 1.308 acres are located within the present right-of-way as occupied. Of said 5.120 acres, 1.078 acres are located within parcel number 273-008994, 0.566 acre is located within parcel number 273-008869, 0.330 acre is located within parcel number 273-008243, 1.687 acres are located within parcel number 273-008833, 0.907 acre is located within parcel number 273-008834, 0.309 acre is located within parcel number 273-008832, 0.238 acre is located within parcel number 273-008856, and 0.005 acre is located within parcel number 273-008858.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK 73 and FRANK 74, having a bearing of South 73° 57' 18" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Registered Surveyor Number 8485 in April 2013.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

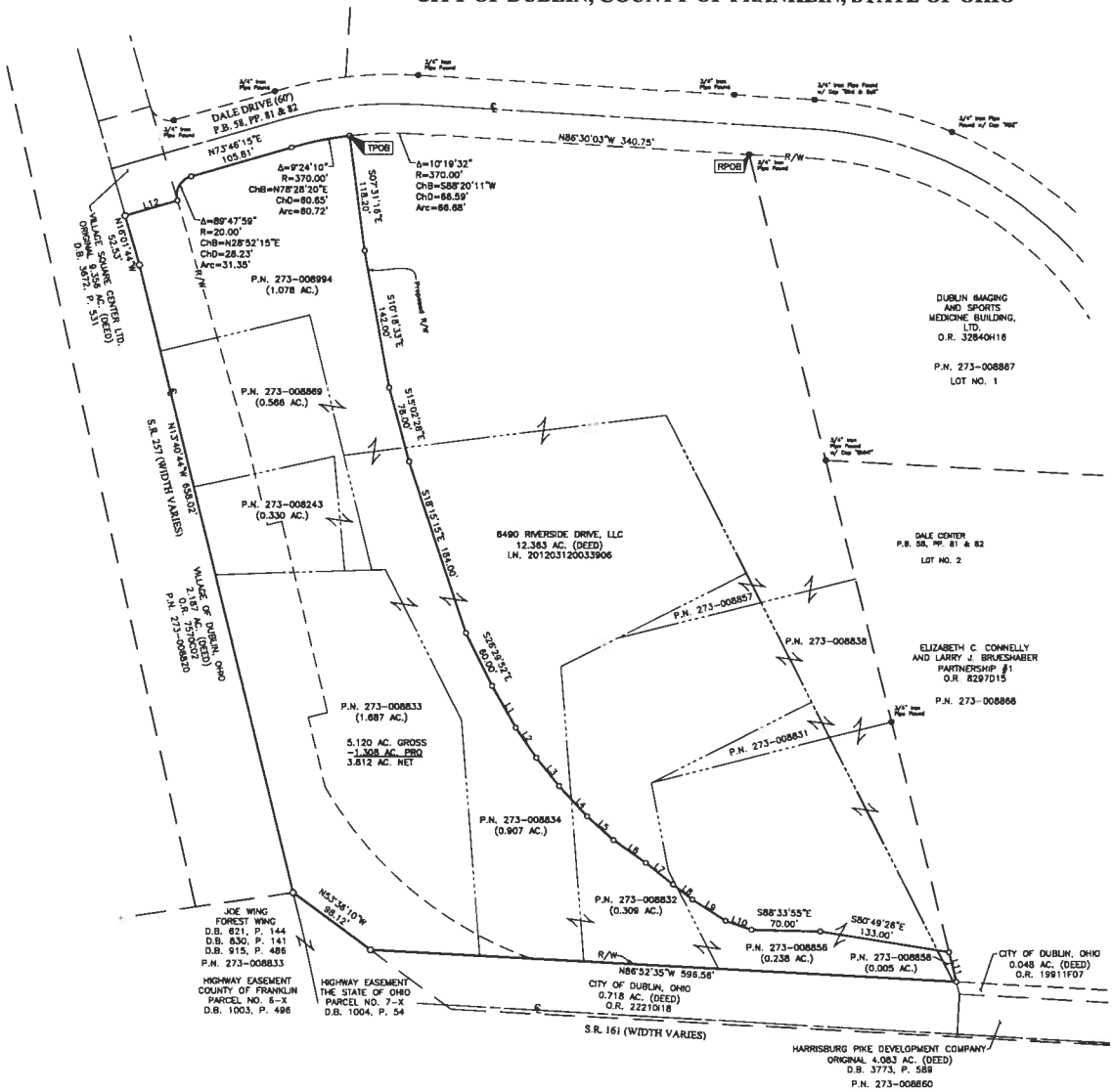
Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM
5_120ac20130451.doc

SURVEY OF ACREAGE PARCEL

QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 19
UNITED STATES MILITARY LANDS
CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO



Line Table		
Line Number	Direction	Length
L1	S29°33'47"E	49.00'
L2	S34°21'58"E	37.00'
L3	S38°36'19"E	37.00'
L4	S42°37'38"E	42.00'
L5	S47°43'47"E	36.00'
L6	S54°44'38"E	40.00'
L7	S51°20'08"E	35.00'
L8	S51°51'31"E	25.00'
L9	S57°10'46"E	40.00'
L10	S70°47'35"E	28.00'
L11	S14°01'13"E	31.00'
L12	N73°58'16"E	55.00'

BASIS OF BEARINGS:
The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK 73 and FRANK 74, having a bearing of South 73° 57' 18" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

SURVEY NOTE:
REFERENCE THE FOLLOWING RIGHT-OF-WAY PLANS ON FILE WITH THE OHIO DEPARTMENT OF TRANSPORTATION DISTRICT 6, DELAWARE OHIO.
-DUBLIN-BELLEPOINT ROAD S.H. 558 SEC. A. FRANKLIN COUNTY OHIO (1940)
-S.H. 558 SEC. A PT. (1944)
-S.H. 48 SEC. DUBLIN BR. & APPR. RIGHT-OF-WAY PLANS (1934)
-FRA-161-4.77(1998)

By _____ _____
Joshua M. Meyer — Date
Professional Surveyor No. 8485

● = STONE FND.
■ = MON. FND.
● = I.P. FND.
○ = I.P. SET
● = MAG. NAIL FND.
○ = MAG. NAIL SET
▲ = R.R. SPK. FND.
△ = R.R. SPK. SET
● = P.K. NAIL FND.
I.P. Set are 13/16" I.D. iron pipe with cap inscribed EMHT INC

60 0 60 120
GRAPHIC SCALE (in feet)

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Date:	April 29, 2013
Scale:	1" = 60'
Job No:	2013-0451
Sheet:	1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

City of Dublin / Riverside Drive Relocation / 20130451 / 20130451-VS-BNDY-02

RECORD OF ORDINANCES

Dayton Legal Blank, Inc. Form No. 30043

Ordinance No. 38-13 *Passed* _____, *20*____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY CONVEYANCE DOCUMENTATION TO ACQUIRE 5.12 ACRES (WITH 1.308 ACRES AS PRESENT ROAD OCCUPIED), MORE OR LESS, OF RIGHT-OF-WAY LOCATED AT THE NORTHEAST CORNER OF RIVERSIDE DRIVE AND STATE ROUTE 161 THAT ARE NECESSARY FOR INTERSECTION AND ROADWAY IMPROVEMENTS.

WHEREAS, the City of Dublin ("City") has been in negotiations with Crawford Hoying LTD ("Seller") for the purchase of real estate; and

WHEREAS, Seller is in contract with 6949 Riverside Drive LLC, an Ohio limited liability company, the owners of real property situated in the City of Dublin, County of Franklin and State of Ohio, such real property being approximately 10.994 (more or less) acre tract of improved real property located in the Bridge Street Corridor District of the City, which real property is commonly known as Bridge Pointe Shopping Center ("Bridge Pointe") with commonly known addresses of 6490-6550 Riverside Drive, comprised of all of Tax Parcel No. 273-008243, 273-008831, 273-008832, 273-008833, 273-008834, 273-008838, 273-008856, 273-008857, 273-008858, 273-008869 and 273-008994; and

WHEREAS, the City is pursuing plans of Projects for the redesign of the intersection of Riverside Drive and West Dublin-Granville Road and the relocation of Riverside Drive north of the intersection being relocated to the east which require the City to acquire 5.12 acres (with 1.308 acres as present road occupied), more or less, and is legally described on Exhibit "A", attached hereto and made a part hereof for Right-of-Way and necessary facilities (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "Right-of-Way"); and

WHEREAS, once completed, the Projects will impact the ability of Seller to operate Bridge Pointe as a shopping center in its current configuration;

WHEREAS, in light of these circumstances the Seller desires to purchase the Property and immediately sell and transfer to the City and the City desires to purchase and acquire from the Seller the a fee simple interest in the Right-of-Way in accordance with the terms of this Agreement; and

WHEREAS, during the City's pursuit of plans for the redesign of Riverside Drive being moved to the east which requires this Right-of-Way acquisition, the City desires to enter into a lease with Seller to lease back to the Seller the net 3.812 acres as part of the consideration for the sale so as to allow the Bridge Pointe Shopping Center to operate in its current configuration until such time as the City is ready to move forward with the construction of the Right-of-Way; and

WHEREAS, the Seller has agreed to enter into a Right of First Refusal in addition to the Real Estate Purchase Agreement and Lease, all of which are attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the City and Seller have come to mutually agreeable terms for the acquisition of Right-of-Way and damage to the residue; and

WHEREAS, the City and Seller desire to execute all necessary conveyance and accompanying documentation to complete the transaction between Seller and the City.

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

Section 1. The City Manager is hereby authorized to execute all necessary conveyance documentation, including but not limited to, the real estate purchase, option and lease agreement in substantially the same form as the ones attached hereto as Exhibit "B", with changes not inconsistent with this Ordinance, not substantially adverse to the City and which shall be approved by the City Manager and Finance Director to acquire the combined 5.12 acres (with 1.308 acres as present road occupied), more or less, in fee simple, as depicted in the attached Exhibit "A". The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. Sellers shall be compensated for the aforementioned property interests in the amount Three Million Three Hundred Forty Five Thousand Dollars ($3,345,000.00) for the Right-of-Way and any damage to the residue.

Section 3. This ordinance shall go into effect at the earliest time permitted by law.

Passed this _____ day of _____, 2013.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

EXHIBIT "B"

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into on the _____ day of _____, 2013 (the "Effective Date"), by and between **Crawford Hoying LTD.** ("Seller" or "Developer"), an Ohio limited liability company whose mailing address is 555 Metro Place North, Dublin, Ohio 43017 and **City of Dublin, Ohio** ("Buyer" or the "City"), an Ohio municipal corporation, whose address is 5200 Emerald Parkway, Dublin, Ohio 43017.

Background Information

WHEREAS, Seller is in contract with 6490 Riverside Drive LLC, an Ohio limited liability company, the owners of real property situated in the City of Dublin, County of Franklin and State of Ohio, such real property being approximately 10.994 (more or less) acre tract of improved real property located in the Bridge Street Corridor District of the City, which real property is commonly known as Bridge Pointe Shopping Center ("Bridge Pointe") with commonly known addresses of 6490-6550 Riverside Drive, comprised of all of Tax Parcel No. 273-008243, 273-008831, 273-008832, 273-008833, 273-008834, 273-008838, 273-008856, 273-008857, 273-008858, 273-008869 and 273-008994 and is legally described on Exhibit "A", attached hereto and made a part hereof (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "Parent Parcel");

WHEREAS, the City is pursuing plans for the redesign of the intersection of Riverside Drive and West Dublin-Granville Road in conjunction with Riverside Drive north of the intersection being relocated to the east which requires the City to acquire 5.12 acres (more or less) (with 1.308 acres as present road occupied) which will be split from the Parent Parcel and which is generally depicted on Exhibit "B", attached hereto and made a part hereof for right of way and necessary facilities (said real property, together with all appurtenances and hereditaments thereto, shall be referred to as the "Right of Way");

WHEREAS the Right of Way will impact the ability of Developer to operate Bridge Pointe; and

WHEREAS, in light of these circumstances Developer desires to purchase the Parent Parcel and immediately sell and transfer to the City and the City desires to purchase and acquire from the Developer a fee simple interest in the Right of Way in accordance with the terms of this Agreement.

EXHIBIT "B"

Statement of Agreement

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

ARTICLE I
PURCHASE AND SALE OF REAL PROPERTY

1.01 Agreement. On the terms and conditions set forth below, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the Right of Way which will be divided from the Parent Parcel.

ARTICLE II
PURCHASE PRICE, FUTURE PURCHASES AND RIGHT OF FIRST REFUSAL

2.01 Amount of Purchase Price. The purchase price for the Right of Way shall be Three Million Three Hundred Forty Five Thousand Dollars ($3,345,000.00), payable by Buyer to Seller at the Closing, in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein.

2.02 Purchase of Additional Property for Right of Way. The Parties understand the City's current engineering plans for the Right of Way are preliminary in nature and upon finalization of the same may require less or additional portions of the Parent Parcel. In the event that minor adjustments are required for the construction of the Right of Way, the Parties agree to adjust the amount of land being purchased by Buyer, or sold back to Seller, at a predetermined price of Three Hundred Thousand Dollars ($300,000) per acre (includes any damage to the residue) for any transfer required as a result of and in the City's sole discretion for the final plans similar to the terms and conditions contained herein.

2.03 Right of First Refusal. Seller shall, at the Closing, enter into a Right of First Refusal for the remaining Property in substantially the form attached hereto as Exhibit "C".

ARTICLE III
CONTINGENCIES

3.01 Contingent Agreement. This Agreement shall be completely contingent upon Buyer's satisfaction of or Buyer's waiver of the contingencies set forth in Section 3.02 below (the "Contingencies"), within thirty (30) days after the Effective Date (the "Contingency Period"). The date upon which all Contingencies are either satisfied or waived, pursuant to Section 3.03 or otherwise, shall be referred to as the "Contingency Date".

3.02 Contingencies. The Contingencies are as follows:

EXHIBIT "B"

(a) Dublin City Council approving of this Agreement and appropriating sufficient funds to purchase the Right of Way;

(b) Buyer shall determine that the Right of Way shall have soil conditions, as determined by engineering tests or studies satisfactory to Buyer, which without substantial corrective measures, permit construction thereon of the Right of Way;

(c) Buyer shall determine that the Right of Way (or a substantial portion thereof) is not located within a flood plain and that the Right of Way shall have drainage conditions acceptable to Buyer, in its sole discretion, for the Right of Way;

(d) Buyer shall obtain, or satisfy itself that it can obtain, any and all easements benefiting the Right of Way, or the cancellation of any and all easements encumbering the Right of Way, which may be necessary or desirable for the Right of Way;

(e) Buyer shall receive a report, prepared by a certified environmental engineer selected by Buyer, indicating that the Right of Way (including improvements located thereon) are 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;

(f) Buyer shall have determined, in its sole judgment, that the development of the Right of Way for Buyer's intended use is economically and physically feasible; and

(g) Buyer and Seller shall have agreed upon the configuration of the Right of Way, which shall necessitate a lot split or similar procedure (the "Lot Split") from the Parent Parcel. Buyer and Seller shall work cooperatively together to prepare all necessary applications to be submitted to the governmental authorities to affect the Lot Split, all at Buyer's sole cost and expense.

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

ARTICLE IV
SUBMISSION MATERIALS

EXHIBIT "B"

4.01 Seller's Cooperation. Seller shall, within three (3) days after the Effective Date, submit to Buyer the following information and/or materials not already provided by the Seller, to the extent the same is available, for use by Buyer in preparation for the purchase of the Right of Way.

(a) Surveys, site plans, topographical studies, plat maps, property descriptions and all engineering drawings for the utilities and public services servicing the Right of Way, including, by way of example, but not of limitation, the sanitary sewers, water lines and street improvements for the Right of Way;

(b) Soils reports for the Right of Way;

(c) Environmental studies of the Right of Way; and

(d) A copy of the title insurance policy issued upon Seller's acquisition of the Parent Parcel.

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

ARTICLE V
EVIDENCE OF TITLE

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

(a) Those created or assumed by Buyer;

(b) Zoning ordinances, legal highways and public rights-of-way which do not interfere with the Right of Way;

(c) Real estate taxes which are a lien on the Right of Way but which are not yet due and payable;

(d) Easements and restrictions of record acceptable to Buyer which do not interfere with the Right of Way; and

(e) Seller's rights under the Lease (as defined in Section 6.02 below).

If the legal description for the Right of Way includes more than one parcel, the title commitment shall state affirmatively that all parcels of land are contiguous. The title commitment shall fully and completely disclose all easements, negative or affirmative, rights-of-way, ingress or egress or any other appurtenances to the Right of Way, 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 Right of Way.

5.02 Endorsement at Closing. At the Closing, Seller shall provide Buyer with endorsements to the title commitment updating the commitment to the respective date and showing no change in the state of the title to the Right of Way (other than the Mortgages which shall be released by Seller at the Closing. After Closing, a final owner's title insurance policy shall be issued in the amount of the purchase price. The entire cost of all commitments and final title insurance policies provided in accordance with this Agreement, and all costs of title examinations made for such purposes, shall be paid for by Seller.

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

5.04 Status of Title; Permitted Encumbrances; Objections. Within ten (10) days after receipt of the Title Commitment, Buyer may provide Seller with written objections to the extent that the Title Commitment reveals matters other than the Permitted Encumbrances (the "Objections") which constitute a monetary lien or may interfere with Buyer's use of the Right of Way for its intended purpose. Buyer's failure to make Objections within such time period will constitute a waiver of Buyer's right to make Objections. To the extent the Objections constitute a monetary lien against the Right of Way, Seller shall satisfy those Objections at the Closing. For all other Objections, Seller shall have ten (10) days after receipt of written notice of such Objections by Buyer, to notify Buyer whether Seller will cure the Objections ("Seller's Notification"). Seller shall have no obligation to cure any Objections. In the event Seller elect not to cure the Objections, Buyer may terminate this

Agreement by giving written notice of termination to Seller within five (5) days of Seller's Notification. If Seller elects to cure or remove any Objections, Seller shall have five (5) days to cure or remove the Objections. In the event the Objections cannot be cured or removed until Closing, Seller shall provide Buyer with evidence, satisfactory to Buyer, in its sole discretion, that the Objections will be fully cured and/or released on the date of Closing or that the Title Company will issue satisfactory endorsements to the final Title Policy insuring against the risks associated with same. In the event the Objections are not cured or removed within said five (5) day period, or in the event Seller cannot provide satisfactory evidence within said five (5) day period that the Objections will be cured on or before the date of Closing or that satisfactory endorsements to the Title Policy will be issued, Buyer shall make its election, within five (5) days after expiration of the five (5) day period, by written notice to Seller, to either:

(1) Accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder; or

(2) Terminate this Agreement.

Buyer's failure to make its election within such time period will constitute Buyer's election to accept title to the Premises, at which point such uncured Objections shall be Permitted Encumbrances hereunder

ARTICLE VI
DEED AND OTHER DOCUMENTS

6.01 Limited Warranty Deed. Seller shall, at the Closing, convey fee simple title to the Right of Way to Buyer by a duly and validly executed, recordable limited warranty deed, free and clear of all liens and encumbrances, except those permitted pursuant to the provisions of Section 5.01 hereof.

6.02 Lease. Seller shall, at the Closing, enter into a lease agreement for the Right of Way on the Property in substantially the form attached hereto as Exhibit "D" (the "Lease"). The Lease shall terminate upon the earlier of (a) Ninety (90) days after the City's written notice to the Developer, or (b) January 31, 2016, unless otherwise agreed to by the parties.

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

ARTICLE VII
POSSESSION AND INSPECTION

EXHIBIT "B"

7.01 Possession at Closing. Subject to the terms of the Lease, Buyer shall be entitled to full and exclusive possession of the Right of Way as of the Closing Date. For and during the continuance of this Agreement, Seller shall afford all representatives of Buyer free and full access to the Right of Way, for inspection and examination, at reasonable times. This privilege shall include the right to make surveys, site plans, renderings, soil tests, environmental inspections, borings, percolation tests and other tests to obtain any relevant information necessary to determine subsurface, topographic and drainage conditions and the suitability of the Right of Way for use and development by Buyer.

ARTICLE VIII
CLOSING

8.01 Closing Date. The purchase and sale of the Right of Way shall be closed (the "Closing") within two (2) days after the Contingency Date, which Closing date may be extended by agreement of the parties and shall be extended by such time, if any, as is necessary to cure Defects, as set forth in Section 5.04 hereof (the "Closing Date"). The Closing shall be at such time and place as Buyer and Seller may mutually agree upon.

ARTICLE IX
APPORTIONMENTS AND ADJUSTMENTS

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

(a) Real Estate Taxes and Assessments. Seller shall pay or credit against the purchase price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Property as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to closing, real estate taxes for the year of Closing, prorated through the Closing Date and all agricultural use tax recoupments for years through the year of Closing. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. It is the intention of the parties in making this tax proration to give Buyer a credit as close in amount as possible to the amount which Buyer will be required to remit to the County Treasurer for the period of time preceding the Closing Date hereof. Seller and Buyer agree that the amount so computed shall be final. Seller warrants and represents that all assessments now a lien are shown on the County Treasurer's records and that to the best of Seller's knowledge, no improvement, site or area, has been installed by any public authority, the cost of which is to be assessed against the Right of Way in the future. Seller further warrants and represents that

neither Seller nor any of its agents, employees or representatives have received notice, oral or written, or have knowledge of any proposed improvement, any part of the cost of which would or might be assessed against the Right of Way. 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;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the purchase price the following:

(i) One-half the cost of the Title Policy;
(ii) The cost of all municipal services and public utility charges (if any) due through the Closing Date; and
(iii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

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

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

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

ARTICLE X
CASUALTY

EXHIBIT "B"

10.01 Casualty. In the event of any damage or destruction to the improvements on the Property prior to the Closing, then there shall be no adjustment in the Purchase Price.

EXHIBIT "B"

ARTICLE XI
WARRANTIES AND REPRESENTATIONS OF SELLER

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

(a) To the best of Seller's knowledge, neither Seller nor any agent, employee or representative of Seller, has received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been corrected;

(b) To the best of Seller's knowledge, the execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against, the Right of Way, under any agreement or other instrument to which Seller is a party or by which Seller or the Right of Way might be bound;

(c) To the best of Seller's knowledge, neither Seller, nor any agent, employee or representative of Seller, has received any notice, either orally or in writing, of any change contemplated in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or in any manner interfere with the proposed use of the Property;

(d) To the best of Seller's knowledge, as of the Closing Date, no other person or entity other than Seller and existing tenants currently owns or has any legal or equitable interest in the Right of Way and no other person or entity other than Buyer has or will have any right to acquire the Right of Way, or any portion thereof;

(e) All taxes payable with respect to the operation, ownership or control of the Right of Way which are allocable to the period ending on the Closing Date, and all prior periods, shall be or have been paid by Seller, and Seller shall be responsible for the timely filing of all returns or other documents required by any taxing authority claiming jurisdiction with respect to any such taxes;

(f) Through and until the Closing Date, Seller shall not enter into any easement, lease or other contract pertaining to the Right of Way, unless otherwise approved in writing by the Buyer;

(g) To the best of Seller's knowledge, there are no hazardous wastes, hazardous substances, or hazardous materials located in, on or about or generated from the Right of Way which may require remediation or which may result in penalties under any applicable law;

(h) To the best of Seller's knowledge, there are no laws, ordinances, regulations, covenants, conditions or restrictions pertaining to or encumbering the Right of Way which would, in any way, impair, interfere with or prevent the City from developing the Right of Way; and

(i) Seller is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder for a period of one (1) year after the Closing Date. All representations and warranties set forth in this Article XI shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by Buyer, Seller shall so certify, in writing, in form reasonably requested by Buyer. Seller hereby agrees to indemnify and hold Buyer harmless from and against any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Buyer may sustain at any time (i) as a result of, arising out of or in any way connected with the operation, ownership, custody or control of the Property prior to the Closing Date; or (ii) by reason of the untruth, breach, misrepresentation or nonfulfillment of any of the covenants, representations, warranties or agreements made by Seller in this Agreement or in any documents or agreements delivered in connection with this Agreement or with the closing of the transaction contemplated hereby.

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

ARTICLE XII
COOPERATIVE REDEVELOPMENT

12.01 Regulatory Considerations. The Developer hereby acknowledges that the Parent Parcel is located in the Bridge Street Corridor District (the "District") and is subject to special controls and reviews. The Developer agrees to work in good faith with the City to ensure that any

future redevelopment of the Parent Parcel is consistent with the vision and standards for this area, which includes, but is not limited to, coordinating timing of the development with surrounding public improvements and exploring possible economic development options, including but not limited to, Tax Increment Financing ("TIF") options, including Ohio Revised Code Chapter 41 TIF which requires the City to be in the chain of title. Further the Developer shall, at its cost and expense, obtain all required approvals for any future development and abide by all controls and rules imposed as a result of the Parent Parcel being located in this District. Nothing herein constitutes the approval of the City in its regulatory capacity of the Parent Parcel, including but not limited to, the City's Development Department, Code Regulation personnel, licensing and the like.

12.02 Structured Parking – The City acknowledges that the redevelopment of the remaining property will require additional parking, most likely including structured parking. The parties agree to cooperate in in the effort to explore all options to assist with the cost relating to the public improvements needed for the redevelopment of the remaining property.

12.03 Access – The City will work with the Developer to explore providing meaningful access to the remaining property. Based on the current plans and known configurations the remaining property at best will be allowed to have a right in/right out on Riverside Drive and Dublin-Grandville Road and one full access point on Dale Drive.

ARTICLE XIII
NOTICES

13.01 Notice Procedure. Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as follows:

(a) If intended for Seller, to:

Crawford Hoying LTD.
555 Metro Place
Dublin, Ohio 43017

Attn: Robert C. Hoying

with a copy to:

Kegler, Brown, Hill and Ritter
Capital Square, Suite 1800
65 East State Street

Columbus, Ohio 43215

Attn: Jeffrey D. Roberts

(b) If intended for Buyer, to:

City of Dublin
5200 Emerald Parkway
Dublin, Ohio 43017
Attn: City Manager

with a copy to:

Ice Miller LLP
250 West Street
Columbus, Ohio 43215

Attn: Philip K. Hartmann, Esq.

EXHIBIT "B"

ARTICLE XIV
GENERAL PROVISIONS

14.01 Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the State of Ohio.

14.02 Entire Agreement. This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto, and supersedes all previous agreements, written or oral, if any, of the parties.

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

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

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

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

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

14.08 Memorandum. Upon request of either party hereto, Buyer and Seller shall execute a recordable memorandum of the terms hereof, which memorandum may be placed of record in any public office within the county wherein the Property is situated.

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

(Signatures on the following page)

EXHIBIT "B"

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

SELLER:

Crawford Hoying LTD., an Ohio limited liability company

By: _____

Its: _____

Date: _____

BUYER:

City of Dublin, Ohio, an Ohio municipal corporation

_____
Marsha Grigsby, City Manager

Date:_____

Approved as to form:

_____
Stephen J. Smith, Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

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

_____ _____
Date Angel Mumma, Dublin Finance Director

4355489v2

EXHIBIT “B”

EXHIBIT LISTING

Exhibit "A" – Legal description of the Property
Exhibit "B" – Legal Description of the Right of Way
Exhibit "C" – Right of First Refusal
Exhibit “D” – Lease

5.120 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, lying in Quarter Township 3, Township 2, Range 19, United States Military Lands, and being part of that 12.363 acre tract conveyed to 6490 Riverside Drive, LLC by deed of record in Instrument Number 201203120033906 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning for reference at a 3/4 inch iron pipe found at the northwesterly corner of Lot 1 of that subdivision entitled "Dale Center" of record in Plat Book 58, Pages 81 and 82, the northeasterly corner of said 12.363 acre tract in the southerly right-of-way line of Dale Drive (60 feet wide) as dedicated in said Plat Book 58, Pages 81 and 82;

thence with the southerly right-of-way line of said Dale Drive and with the northerly line of said 12.363 acre tract, the following courses and distances:

North 86°30'03" West, a distance of 340.75 feet to a point of curvature;

with a curve to the left having a central angle of 10°19'32", a radius of 370.00 feet, an arc length of 66.68 feet and a chord that bears South 88°20'11" West, a chord distance of 66.59 feet to an iron pin set at the TRUE POINT OF BEGINNING;

thence across said 12.363 acre tract, the following courses and distances:

South 07°31'16" East, a distance of 118.20 feet to an iron pin set;

South 10°18'33" East, a distance of 142.00 feet to an iron pin set;

South 15°02'28" East, a distance of 78.00 feet to an iron pin set;

South 18°15'15" East, a distance of 184.00 feet to an iron pin set;

South 26°29'52" East, a distance of 60.00 feet to an iron pin set;

South 29°33'47" East, a distance of 49.00 feet to an iron pin set;

South 34°21'58" East, a distance of 37.00 feet to an iron pin set;

South 38°36'19" East, a distance of 37.00 feet to an iron pin set;

South 42°37'38" East, a distance of 42.00 feet to an iron pin set;

South 47°43'47" East, a distance of 36.00 feet to an iron pin set;

South 54°44'38" East, a distance of 40.00 feet to an iron pin set;

South 51°20'08" East, a distance of 35.00 feet to an iron pin set;

South 51°51'31" East, a distance of 25.00 feet to an iron pin set;

South 57°10'46" East, a distance of 40.00 feet to an iron pin set;

South 70°47'35" East, a distance of 28.00 feet to an iron pin set;

South 88°33'55" East, a distance of 70.00 feet to an iron pin set;

South 80°49'26" East, a distance of 133.00 feet to an iron pin set in the line common to said 12.363 acre tract and Lot 2 of said "Dale Center" subdivision;

thence South 14°01'13" East, with said common line a distance of 31.00 feet to an iron pin set at the common corner of that 0.048 acre tract conveyed to the City of Dublin, Ohio by deed of record in Official Record 19911F07 and that 0.718 acre tract conveyed to the City of Dublin, Ohio by deed of record in Official Record 22210I18, in the northerly right-of-way line of State Route 161;

thence North 86°52'35" West, with the line common to said 12.363 and 0.718 acre tracts and with the northerly right-of-way line of said State Route 161 a distance of 596.56 feet to a magnetic nail set in the easterly line of that tract conveyed to Joe Wing and Forest Wing by deeds of record in Deed Book 621, Page 144, Deed Book 830, Page 141 and Deed Book 915, Page 486, said Wing tract is encumbered by highway

easements conveyed to The State of Ohio by deed of record in Deed Book 1004, Page 54 and County of Franklin by deed of record in Deed Book 1003, Page 496;

thence North 53°36'10" West, with the line common to said 12.363 acre tract and said Wing tract, a distance of 98.12 feet to a magnetic nail set at the southeasterly corner of that 2.187 acre tract conveyed to the Village of Dublin, Ohio by deed of record in Official Record 7570C02, in the centerline of State Route 257;

thence with the line common to said 12.363 and 2.187 acre tracts and with the centerline of State Route 257 the following courses and distances:

North 13°40'44" West, a distance of 658.02 feet to a magnetic nail set;

North 16°01'44" West, a distance of 52.53 feet to a magnetic nail set at the common corner of said 12.363 acre tract and the remainder of the original 9.356 acre tract conveyed to Village Square Center LTD. by deed of record in Deed Book 3672, Page 531;

thence North 73°58'16" East, with the line common to said 12.363 acre tract and the remainder of said original 9.356 acre tract, a distance of 55.00 feet to an iron pin set in the easterly right-of-way line of State Route 257;

thence with the southerly right-of-way line of said Dale Drive and the northerly line of said 12.363 acre tract, the following courses and distances:

with a curve to the right having a central angle of 89°47'59", a radius of 20.00 feet, an arc length of 31.35 feet and a chord that bears North 28°52'15" East, a chord distance of 28.23 feet to an iron pin set;

North 73°46'15" East, a distance of 105.81 feet to an iron pin set at a point of curvature;

with a curve to the right having a central angle of 09°24'10", a radius of 370.00 feet, an arc length of 60.72 feet and a chord that bears North 78°28'20" East, a chord distance of 60.65 feet to the TRUE POINT OF BEGINNING and containing 5.120 acres, more or less of which 1.308 acres are located within the present right-of-way as occupied. Of said 5.120 acres, 1.078 acres are located within parcel number 273-008994, 0.566 acre is located within parcel number 273-008869, 0.330 acre is located within parcel number 273-008243, 1.687 acres are located within parcel number 273-008833, 0.907 acre is located within parcel number 273-008834, 0.309 acre is located within parcel number 273-008832, 0.238 acre is located within parcel number 273-008856, and 0.005 acre is located within parcel number 273-008858.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK 73 and FRANK 74, having a bearing of South 73° 57' 18" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

This description is based on an actual field survey performed by or under the direct supervision of Joshua M. Meyer, Registered Surveyor Number 8485 in April 2013.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

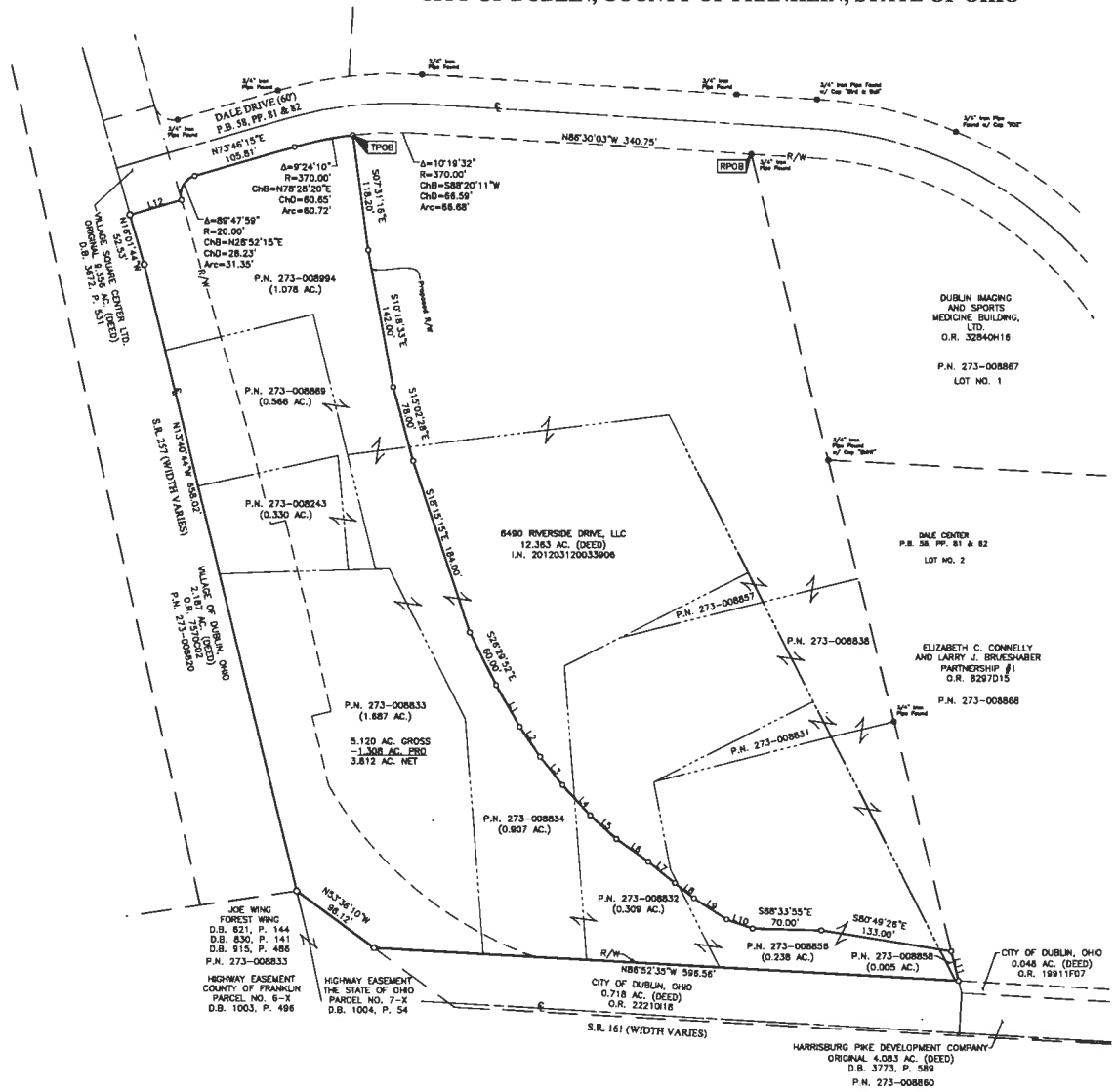
Joshua M. Meyer
Professional Surveyor No. 8485

Date

JMM
5_120ac20130451.doc

SURVEY OF ACREAGE PARCEL

QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 19
UNITED STATES MILITARY LANDS
CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO



Line Table		
Line Number	Direction	Length
L1	S29°33'47"E	49.00'
L2	S34°21'58"E	37.00'
L3	S38°38'19"E	37.00'
L4	S42°37'38"E	42.00'
L5	S47°43'47"E	36.00'
L6	S54°44'38"E	40.00'
L7	S51°20'08"E	35.00'
L8	S51°51'31"E	25.00'
L9	S57°10'46"E	40.00'
L10	S70°47'35"E	28.00'
L11	S14°01'13"E	31.00'
L12	N73°58'16"E	55.00'

BASIS OF BEARINGS:
The Bearings shown hereon are based on the Ohio State Plane Coordinate System South Zone as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FRANK 73 and FRANK 74, having a bearing of South 73° 57' 18" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

SURVEY NOTE:
REFERENCE THE FOLLOWING RIGHT-OF-WAY PLANS ON FILE WITH THE OHIO DEPARTMENT OF TRANSPORTATION DISTRICT 6, DELAWARE OHIO.
-DUBLIN-BELLEPOINT ROAD S.H. 558 SEC. A. FRANKLIN COUNTY OHIO (1940)
-S.H. 558 SEC. A FT. (1944)
-S.H. 48 SEC. DUBLIN BR. & APPR. RIGHT-OF-WAY PLANS (1934)
-FRA-161-4.77(1998)

By _____ _____
Joshua M. Meyer Date
Professional Surveyor No. 8485

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

Date:	April 29, 2013
Scale:	1" = 60'
Job No:	2013-0451
Sheet:	1 of 1

REVISIONS

MARK	DATE	DESCRIPTION

City of Dublin / Riverside Drive Relocation / 20130451 / 20130451-VS-BNDY-02

EXHIBIT C

RIGHT OF FIRST REFUSAL AND OPTION AGREEMENT

This RIGHT OF FIRST REFUSAL AND OPTION AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2013, by and between **Crawford Hoying LTD.** ("Seller"), an Ohio limited liability company whose mailing address is 555 Metro Place North, Dublin, Ohio 43017 and **City of Dublin, Ohio** ("Buyer"), an Ohio municipal corporation, whose address is 5200 Emerald Parkway, Dublin, Ohio 43017. (Seller and Buyer are sometimes hereafter collectively referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, Seller is the owner in fee simple of an approximate 7.182 acres +/- parcel of real property legally described on Exhibit "A", attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Seller desires to grant to Buyer an exclusive right of first refusal and option to purchase said Premises, and Buyer desires to obtain the same from Seller, in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants, warranties, terms and conditions hereinafter set forth, Buyer and Seller (collectively herein referred to as the "Parties") agree as follows:

1. Purchase and Sale of the Premises: Seller hereby grants to Buyer an exclusive option and right to purchase all, and not less than all except for the adjustment contemplated in Section 2.02 of the REPA, of the Premises upon the terms and conditions as hereinafter set forth, and Buyer hereby agrees, upon exercise of its option to purchase, to obtain from Seller, subject to the terms and conditions herein, the Premises (the "Option"). The total purchase price for the Premises shall be $300,000.00 per acre of the Premises, payable by Buyer to Seller at the Closing (as defined in Section 7 hereof), in immediately available funds or by cashier's check, adjusted by all prorations, credits, allowances and other adjustments specifically provided for herein (the "Purchase Price").

2. Option Period and Option Consideration: The option period shall begin upon the date hereof and shall terminate upon the final approval of a final development plan for the Premises (the Option Period"). Buyer may elect to exercise its Option at any time during the Option Period, by delivering sixty (60) days written notice to Seller. Seller acknowledges receipt of One Dollar ($1.00) for such Option Period.

3. Buyer's Investigation: For and during the sixty (60) day period in section 2 herein, Buyer shall, without cost or expense to Seller, have the right through Buyer's associates, employees and/or contractors and agents, to enter upon the Premises upon twenty-four (24) hours prior notice prior to entrance and upon Seller's consent thereto for the purpose of surveying, inspecting, making

contour surveys, temporary excavations (to be refilled by Buyer as promptly as practicable), test borings and other purposes reasonably required by Buyer.

4. Evidence of Title:

(a) Buyer may, at Seller's sole cost and expense, within fifteen (15) days after Buyer's election to exercise the Option, obtain a commitment (the "Title Commitment") from a title insurance agent approved by Seller ("Escrow Agent") to issue to Buyer an American Land Title Association Owner's Title Insurance Policy (the "Title Policy"), certified to at least the day and date of this Agreement, in the full amount of the Purchase Price, showing in Seller good and marketable title to the Premises, free and clear of the standard printed exceptions contained in Schedule B of said Policy, free and clear of all liens and encumbrances except:

(i) Those created or assumed by Buyer, including those specifically set forth in this Agreement;

(ii) Zoning ordinances, legal highways and public rights-of-way which do not interfere with Buyer's proposed development and operation of the Premises;

(iii) Real estate taxes which are a lien on the Premises but which are not yet due and payable;

(iv) Easements and restrictions of record acceptable to Buyer which do not interfere with Buyer's proposed development and operation of the Premises (excluding easements and restrictions of record existing as of the Closing); and

(v) The Survey of the Premises provided by Seller to Buyer.

(b) If an examination of either the Title Commitment discloses that Seller does not have good and marketable title to the Premises and/or shows exceptions to title other than those permitted herein and if Seller is unable to correct such defects or remove such exceptions within thirty (30) days after receiving notice thereof from Buyer, Buyer may take one of the following actions: (a) waive such exceptions and proceed with the transaction; or (b) by written notice to Seller, rescind Buyer's exercise of the Option, in which event the Option shall terminate and the Premises shall no longer be subject to same.

5. Closing Documents: Seller shall convey to Buyer, at the time of closing, good and marketable title in fee simple to the Premises by transferable and recordable limited warranty deed (the "Deed"), signed by all parties necessary or required by the Title Commitment, free and clear of all defects, mortgages, easements, restrictions, reservations, conditions, agreements, liens and encumbrances, except those excepted in Section 4(a) hereof.

Upon closing, Seller shall execute and deliver to Buyer and Escrow Agent an affidavit certifying that (i) there are no mortgages, judgment liens or other encumbrances affecting the Premises except as set forth in the Title Commitment; (ii) that there are no rights of parties in

possession (except existing tenants of the shopping center as of the date of the execution of the lease), use or otherwise, outstanding in third persons by reasons of unrecorded leases, land contracts, sales contracts, options or other documents; and (iii) no unpaid-for improvements have been made, or materials, machinery or fuel delivered to the Premises which might form the basis of a mechanic's lien upon the Premises. Buyer and Seller agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing.

6. Closing and Possession: Subject to the provisions of Section 4(b), Seller and Buyer agree that the purchase and sale of the Premises (the "Closing") shall be closed upon request by Buyer within sixty (60) days after notice from Buyer to Seller of Buyer's election to exercise the Option (the "Closing Date"), unless the parties mutually agree to extend the date of the closing. Said Closing shall be held at a time and place as shall be selected by the Parties. At closing, Seller shall deliver to Buyer the closing documents and exclusive possession (subject to the rights of existing tenants) of the Premises.

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

(a) Real Estate Taxes and Assessments. Seller shall pay or credit against the Purchase Price all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Premises as of the Closing Date (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to closing, real estate taxes for the year of Closing, prorated through the Closing Date and all agricultural use tax recoupments for years through the year of Closing. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or valuation (as a result of this transaction or otherwise), etc., whether or not the same have been certified. Upon making the proration provided for herein, Seller and Buyer agree that the amount so computed shall be final;

(b) Seller's Expenses. Seller shall, at the Closing (unless previously paid), pay by credit against the Purchase Price the following:

(i) The cost of furnishing the Title Commitment and policy referred to in Section 5 hereof

(ii) One-half (1/2) the cost of the Title Policy;

(iii) The cost of any transfer or conveyance fee required to be paid in connection with the recording of the Deed from Seller to Buyer; and

(iv) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

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

(i) The recording fees required for recording the Deed;

(ii) One-half (1/2) the cost of the Title Policy

(ii) One-half (1/2) the fee, if any, charged by the title insurance company for closing the transaction contemplated herein.

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

8. Taking By Eminent Domain: If, prior to the Closing, eminent domain proceedings shall be threatened or commenced against the Premises, or any part or portion thereof, by anyone other than the Buyer, the Buyer shall proceed with this transaction and any compensation award paid or payable as a result of such eminent domain proceedings shall be the sole property of Buyer.

9. Right of First Refusal. If, during the Option Period, Seller receives and desires to accept or desires to make any bona fide offer (an "Offer") for the sale of the Premises, Seller shall notify Buyer in writing of each Offer. This notice (the "Notice of Offer") shall contain a copy of the Offer (with the identity of the prospective buyer thereunder redacted, if applicable) and all other terms and conditions applicable to the Offer. Buyer shall have the right to purchase ("Right of First Refusal") all, but not less than all of the Premises thereof at the purchase price set forth in the Offer and otherwise on the terms and conditions set forth in this Agreement. Buyer shall exercise its Right of First Refusal, if at all, by giving written notice to Seller no later than ten (10) days after Buyer's receipt of the Notice of Offer. If Buyer exercises its Right of First Refusal, the closing shall take place within sixty (60) days after Buyer's exercise thereof at such location as Seller shall designate. If Buyer does not exercise the Right of First Refusal in regard to an Offer of which it has been given notice, then Buyer's Option and Right of First Refusal shall terminate with respect to the Premises. In such event, Buyer agrees to execute a recordable release of the Option and Right of First Refusal in form and substance satisfactory to Seller.

10. **CONDITION OF PROPERTY. BUYER IS RELYING SOLELY UPON ITS OWN EXAMINATION OF THE PREMISES FOR ITS PHYSICAL CONDITION, CHARACTER, AND SUITABILITY FOR BUYER'S INTENDED USE AND IS NOT**

RELYING UPON ANY REPRESENTATIONS BY SELLER. THE SALE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS," "WHERE IS" BASIS AND WITH ALL FAULTS, AND BUYER EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN OR THE LIMITED WARRANTY DEED, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY, TENANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PREMISES.

11. Notice Procedure: Any notices required hereunder shall be in writing, shall be transmitted by certified mail, postage prepaid, return receipt requested, hand delivery, or by a nationally recognized overnight courier, and shall be deemed given when received or when receipt is refused, and shall be addressed to the parties as follows:

(a) If intended for Buyer, to:

City of Dublin
5200 Emerald Parkway
Dublin, Ohio 43017
Attn: City Manager

(b) If intended for Seller, to:

Crawford Hoying LTD.
555 Metro Park North
Dublin, Ohio 43017
Attn: Robert C. Hoying

12. 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.

13. 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.

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

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

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

17. 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.

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

19. Memorandum. Upon request of either party hereto, Buyer and Seller shall execute a recordable memorandum of the terms hereof, which memorandum may be placed of record in any public office within the county wherein the Premises is situated.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the day and year first aforesaid.

BUYER:

City of Dublin, Ohio

_____
Marsha Grigsby, City Manager

SELLER:

Crawford Hoying LTD.

By: _____

Its: _____

EXHIBIT "A" Legal description of Premises

EXHIBIT "B" Survey of Premises

EXHIBIT "D"

LEASE

THIS LEASE is made and entered into on this ____ day of _____, 2013 (the "Effective Date"), by and between **City of Dublin, Ohio,** an Ohio municipal corporation, whose address is 5200 Emerald Parkway, Dublin, Ohio 43017 (hereinafter referred to as "Landlord" or "City") and **Crawford Hoying LTD.**, an Ohio limited liability company, whose mailing address is 555 Metro Place North, Dublin, Ohio 43017 (hereinafter referred to as "Tenant").

1. PREMISES: Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, the parking lot and surrounding land located within the property described in Exhibit "A" (the "Premises"). Tenant accepts the Premises "**AS IS**." Tenant shall have the right to use the parking spaces located on the Premises and any other areas that are necessary for the operation of Tenant's business, such as loading areas.

Landlord and Tenant acknowledge that Landlord is leasing the Premises to Tenant to facilitate Tenant's timely relocation and redevelopment of the Premises commonly known as Bridge Pointe Center (the "Bridge Pointe").

2. TERM: The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on Effective Date hereof and terminate on the earlier of (a) The mutual agreement of the Parties or (b) upon ninety (90) day written notice by Landlord to the Tenant.

3. RENTAL: Tenant agrees to pay Landlord the sum of One Dollar ($1.00) as rental for the entire term of this Lease. Tenant shall be responsible for all real estate taxes and assessments attributable to Property during the term hereof. Tenant shall, within thirty (30) days after receipt of an invoice thereafter reimburse Landlord for such taxes and assessments; provided, however, that Tenant shall not be responsible for reimbursing Landlord for any real estate taxes and expenses attributable to any period before the Effective Date hereof (all of which shall be prorated between Landlord and Tenant upon Landlord's purchase of the Premises). The obligation shall survive the termination of this Lease.

3. USE: The Premises shall continue to be used by Tenant in a manner consistent with Tenant's current operations (i.e., Bridge Pointe Shopping Center), and for no other purpose. Tenant shall, at its own expense, comply with all laws, orders and ordinances respecting all matters of occupancy, condition or maintenance of the Premises, and Tenant shall indemnify and hold Landlord harmless from any and all costs or expenses on account of Tenant's use and occupancy of the Premises. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect same on request. Tenant shall be responsible for compliance with the Americans with Disabilities Act with respect to the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any and all claims, demands, liabilities, costs and expenses of every nature and kind (including attorneys' fees) which Landlord may sustain at any time as a result of, arising out of or in any way connected with the operation, use, custody or control of the

Premises by Tenant during the term of this Lease unless caused by the negligence or misconduct of Landlord. Landlord reserves the right with no additional cost to use the Premises for parking for any City sponsored function with twenty (20) day prior written notice to the Landlord. Such use shall last no longer than six (6) hours at for each request and shall not substantially interfere with Tenant's tenant parking or operation of Bridge Pointe Shopping Center. The provision shall survive the termination of this Lease.

4. NOTICE OF NEW LEASES OR LESSEES: Tenant shall provide the Landlord thirty (30) day notice of any additional encumbrances to the remaining land, including but not limited to, new tenants or extension of current leases. Landlord shall have within the thirty (30) day period to unilaterally accept or deny the Tenant's request.

6. SERVICES: Landlord shall have no obligation to furnish any services to the Premises; provided, however, to the extent that any services are provided (such as electricity, water, sewer, air conditioning and heat), Tenant shall be solely responsible for the cost thereof. Further, Landlord shall not be liable directly or indirectly for any damage or inconvenience caused by the installation, use or interruption of use of electricity, air conditioning, heating or plumbing service occasioned by fire, accident, strikes, labor troubles, necessary maintenance, alterations, repairs or other causes, including but not limited to, curtailments, shortages and emergencies regarding utility services, nor caused by Tenant, or Tenant's tenants, employees, invitees, or those acting under Tenant. Notwithstanding the foregoing, Landlord shall in connection with the Right of Way, use good faith efforts to prevent any disruption in utility services provided to the Premises.

6. TENANT'S COVENANTS: Tenant covenants and agrees as follows:

(a) Tenant accepts the Premises in their present "AS IS" condition as suited for the use intended by Tenant, and shall make and pay for any and all repairs to the Premises required by Tenant, and shall pay the cost of any remodeling, redecorating, painting, alterations and/or additions required by Tenant during the term of this Lease;

(b) Tenant shall, at its sole cost and expense, perform all necessary maintenance, repairs and replacement to maintain the following in a safe, clean, and neat and attractive condition.

(c) Tenant shall pay for any repairs to the Premises made necessary by any misuse, negligence or carelessness of Tenant, its tenants, employees, agents, patrons or invitees;

(d) Tenant shall bear the risk of loss and damage to all personal property of Tenant located upon the Premises agrees that (i) Landlord shall not be liable for any injury, death, loss or damage to person or property occurring upon the Premises, and (ii) Tenant shall save Landlord harmless from all claims, loss, cost (including reasonable attorney's fees) and damages arising from Tenant's use and occupancy of the Premises;

(e) Tenant shall operate its business in a reasonable manner so as not to cause waste of the Premises.

(f) Tenant shall notify Landlord in writing of any accident occurring within the Premises; and

(g) Tenant shall keep the Premises in good condition and repair (including snow removal and repairing of parking areas).

7. INSURANCE: Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Landlord and Tenant, commercial general liability insurance against any and all claims for injuries to persons or damage to property occurring in, about or upon the Premises, and including all damage from signs, fixtures or other appurtenances, now or hereafter erected upon the Premises, during the term of this Lease. Such insurance shall at all times be in an amount not less than Five Hundred Thousand Dollars ($500,000.00) on account of bodily injury to or death of one (1) person and One Million Dollars ($1,000,000.00) on account of bodily injuries to or death of more than one person as a result of anyone accident or disaster, and One Hundred Thousand Dollars ($100,000.00) for property damage in any one accident. Tenant also agrees to maintain in full force throughout the term of this Lease policies of casualty insurance, including extended coverage, on all fixtures, equipment and other property of Tenant located in the Premises. Such insurance shall be in amounts equal to the replacement value of such fixtures, equipment and other property.

Such liability and casualty insurance policies shall be written by a company or companies authorized to engage in the business of general liability, casualty and extended coverage insurance in the State of Ohio, and a certificate thereof shall be delivered to Landlord at least fifteen (15) days prior to the time such insurance is required to be carried by Tenant; and thereafter at least fifteen (15) days prior to the expiration of any such policies. All such policies shall bear an endorsement stating that the insurer agrees to endeavor to notify Landlord not less than fifteen (15) days in advance of modification or cancellation thereof.

Tenant hereby waives any claim which it has against the Landlord and further agrees that all policies of insurance to be kept and maintained in force by Tenant shall contain provisions in which the rights of subrogation against Landlord are waived by the insurance company or carriers insuring the Premises or property in question.

8. LANDLORD'S IMPROVEMENTS: Landlord shall have no obligation to make any improvements and/or alterations to the Premises. The Premises is leased to Tenant in an "**AS IS**" condition and Tenant acknowledges that Landlord has made no warranty or representation with respect to the condition or suitability of the Premises, except as set forth herein.

9. ALTERATIONS: Except with the prior written consent of Landlord, Tenant will not make, or permit anyone to make, any alterations in or additions to the Premises. When such consent shall be given, all such work shall be at Tenant's expense and at such times and in such manner as

Landlord may designate. Tenant shall not permit any mechanic's or materialmen's liens to attach to the Premises or this leasehold interest. If any such alterations, additions or installations are made without such consent or contrary to the time and manner designated by Landlord, Landlord may correct or remove them and Tenant shall be liable for any and all expenses incurred by Landlord in the performance of this work. All alterations, additions or installations made by Tenant shall, unless Landlord elects otherwise, become the property of Landlord and shall remain upon the Premises. In the event Landlord shall elect otherwise, such alterations, additions or installations shall be removed by Tenant at the end of the term hereof, and Tenant shall repair any damage caused by such removal, all at Tenant's sole cost and expense.

10. RIGHT OF ENTRY: Landlord may enter the Premises at reasonable hours to inspect the Premises.

11. ASSIGNMENT AND SUBLETTING: After the execution date of this Lease, Tenant will not assign or encumber this Lease, or sublet, or suffer or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord.

12. DESTRUCTION: If the whole or any material part of the Premises shall be damaged by fire or other cause, and as a result thereof Tenant is unable to conduct Tenant's business thereon in compliance with all applicable laws, then Landlord may elect to terminate this Lease upon sixty (60) days advance written notice to Tenant.

13. EMINENT DOMAIN: If the whole or any part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall, at the option of Landlord, terminate as of the date of title vesting in the appropriating party to such proceeding, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of said lease or otherwise, and any award made pursuant to such proceeding shall belong solely to Landlord.

14. DEFAULT: If (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease and Tenant shall not cure such default within fifteen (15) days after notice to Tenant of such failure to comply; (b) the Premises shall be deserted or vacated; (c) any petition is filed by or against Tenant under any section or chapter of any bankruptcy act; (d) Tenant shall become insolvent or make a transfer in fraud of creditors; (e) Tenant shall make an assignment for the benefit of creditors; (f) a receiver of trustee is appointed for a substantial part of the assets of Tenant and within thirty (30) days thereafter Tenant fails to secure a discharge thereof; or (g) this leasehold interest of Tenant is levied upon under execution, then, in any such events, Landlord shall have the option to pursue any remedy permitted by law or this Lease:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant fails to do so, Landlord may, without further notice, enter upon the Premises and expel or remove Tenant and Tenant's effects, by force and without court proceedings, and without being liable to prosecution or any claim for

damages therefor; and Tenant agrees to indemnify Landlord for all loss and damage which Landlord may suffer by reason of such Lease termination.

(b) Enter upon the Premises as the agent of Tenant, without being liable to prosecution or any claim for damages thereon, and relet the Premises as the agent of Tenant.

(c) Refrain from terminating this Lease but terminate Tenant's right of possession until such default is cured, either by legal action or by force and without force and without court proceedings, and in such case Landlord may enforce against Tenant the provisions of this Lease for the unexpired term hereof.

(d) Recover, in addition to any other damages set forth in this Lease or permitted at law or equity, all of Landlord's expenses incurred with respect to Tenant's default, including without limitation reasonable attorney's fees, and costs of repair, renovation or alteration of the Premises.

(e) Take any other actions or remedies permitted by law.

15. PERSONALTY OF TENANT: If Tenant shall not remove all its effects from the Premises upon termination of this Lease, Landlord may at its option (a) remove all or part of said effects in any manner that Landlord may choose, and store the same without liability to Tenant for loss or damage thereof, and Tenant shall be liable to Landlord for all expenses incurred in such removal and storage of such effects, or (b) sell at private sale all or part of said property and effects for such price as Landlord may deem best and keep the proceeds of such sale.

16. HOLDING OVER: If Tenant remains in possession after expiration of the term hereof, without Landlord's acquiescence and written agreement of the parties, Tenant shall be a month-to-month tenant subject to all the terms and conditions of this Lease.

17. SURRENDER OF PREMISES: At the termination of this Lease, Tenant shall surrender the Premises in the same condition which existed at the commencement of the term, natural wear and tear excepted. Tenant's obligation to perform this covenant shall survive the expiration or other termination of the term of this Lease.

18. NOTICES: Whenever under this Lease provisions are made for notice of any kind to Landlord, it shall be deemed sufficient notice and sufficient service thereof if such notice to Landlord is in writing, addressed to Landlord at the address set forth in the first paragraph of this Lease or at such address as Landlord may notify Tenant in writing, and deposited in the United States mail by certified mail, return receipt requested, with postage prepaid or Federal Express, Express Mail or such other expedited mail service as normally results in overnight delivery, with a copy of same sent in like manner to Philip K. Hartmann, Esq., Ice Miller, LLP, 250 West Street, Columbus, Ohio 43215. Tenant shall be sent in like manner to at the address set forth in the first paragraph of this Lease or at such address as Tenant may notify Landlord in writing with a copy of same sent in like manner to Jeffrey D. Roberts, Kegler Brown Hill & Ritter Co., L.P.A., 65 E. State Street, Suite 1800,

Columbus, Ohio 43215. All notices shall be effective upon receipt, refusal of receipt, or when such notice is returned as undeliverable. Either party may change the place for service of notice by notice to the other party.

19. LIABILITY OF LANDLORD: If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises, and neither Landlord nor anyone owning an interest in or affiliated with Landlord herein, including the Trustees executing this Lease on behalf of Landlord, shall have any personal liability hereunder.

20. APPLICABLE LAW: Tenant and Landlord agree that this Lease shall be interpreted and construed in accordance with the laws of the State of Ohio.

21. BINDING EFFECT: All the terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

22. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties and no representations or agreements, oral or written, not embodied herein or incorporated herein by reference shall be of any force or effect.

23. NUMBER AND GENDER: The word "Tenant" shall be construed to mean tenants where there is more than one tenant, and the necessary grammatical changes to make the provisions hereof apply either to a corporation, individual or partnership, singular or plural, masculine or feminine, will in all cases be assumed as though in each case fully expressed.

24. CAPTIONS: Paragraph captions are used for convenience only, and shall not limit or amplify or otherwise constitute a part of the provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on this ____ day of _____, 2013.

Signed and acknowledged
in the presence of:

TENANT:

Crawford Hoying, LTD. An Ohio limited liability company

By:_____

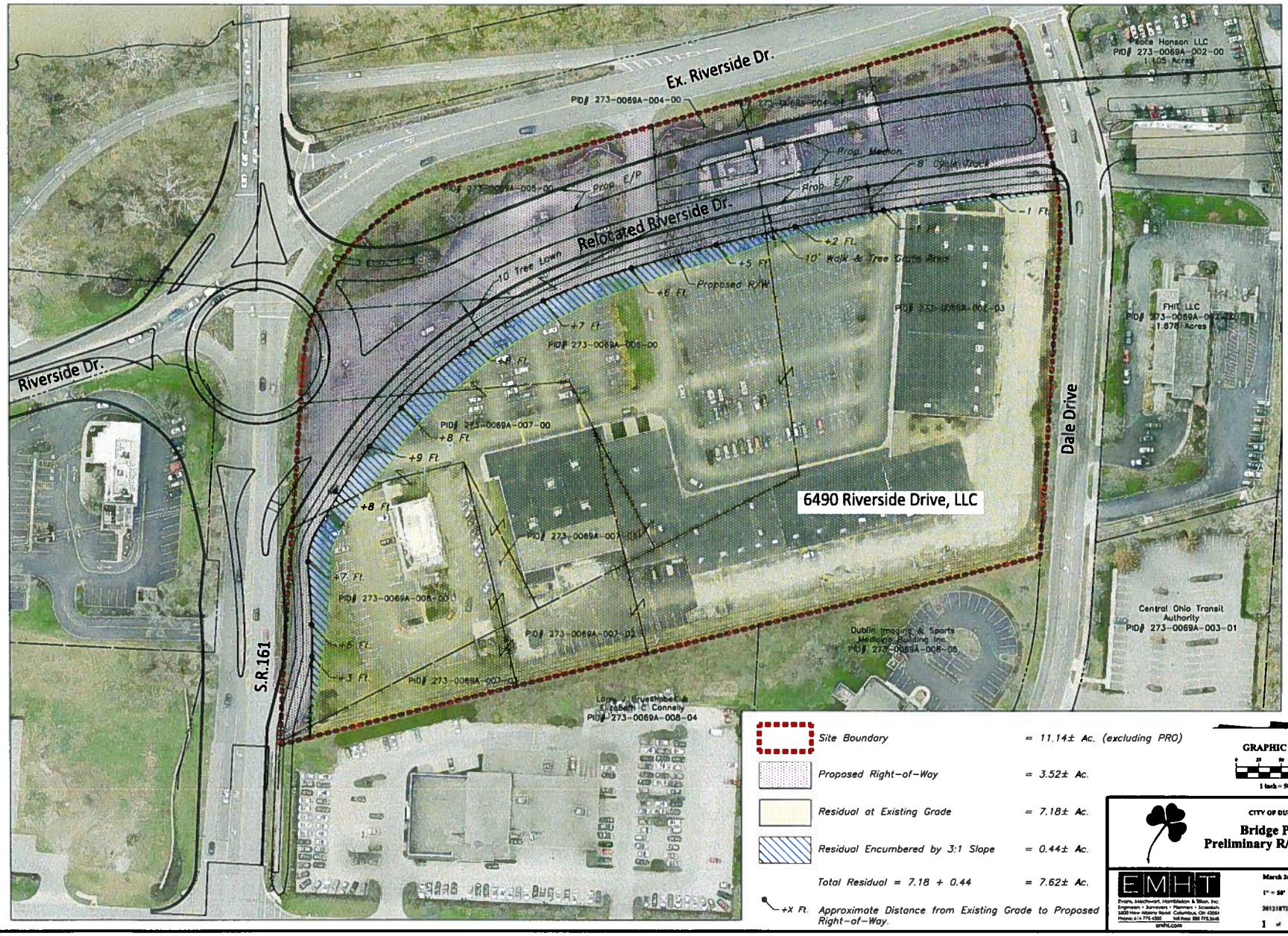
Its: _____

LANDLORD:

City of Dublin, Ohio, an Ohio municipal corporation

_____
Marsha Grigsby, City Manager

EXHIBIT A



Site Boundary	= 11.14± Ac. (excluding PRO)	
Proposed Right-of-Way	= 3.52± Ac.	
Residual at Existing Grade	= 7.18± Ac.	
Residual Encumbered by 3:1 Slope	= 0.44± Ac.	
Total Residual = 7.18 + 0.44	= 7.62± Ac.	
+X Ft.	Approximate Distance from Existing Grade to Proposed Right-of-Way.	

GRAPHIC SCALE

0 25 50 100

1 inch = 50 feet

CITY OF DUBLIN

Bridge Point
Preliminary R/W Exhibit

EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

March 26, 2013
1" = 50'
20121872
1 of 1