



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 *ML*

Date: March 20, 2014

Initiated By: Stephen J. Smith, Law Director
Michelle L. Crandall, Assistant City Manager

Re: Resolution 21-14 – Golf Club of Dublin Amended Lease

Summary

Earlier this month, City staff met with several partners of New Era Golf Ohio to discuss their possible ownership (excluding the land which is owned by the City of Dublin) and operation of the Golf Club of Dublin. New Era is currently in contract negotiations with General Electric Credit Equities, Inc. (GE) for sale of their interest in the Golf Club of Dublin. Final negotiations are likely to conclude soon, with an anticipated close in mid-April.

New Era has requested that the City consider renewal of the existing Ground Lease and Operating Agreement with a new 50-year term and the option for two five-year extensions. The original lease, signed in December of 2000, was set with a 42-year term and two automatic five-year extensions. In July of 2007, an amendment to the original agreement extended the lease through 2052, with the two five-year options remaining in place. No other changes in the terms of the agreement were requested by New Era. [A copy of the original Ground Lease and Operating Agreement and the 2001 and 2007 amended agreements are attached for reference.]

Currently, New Era owns and operates four central Ohio courses - New Albany Links Golf Course, Bent Tree Golf Club, Royal American Links and Shamrock Golf Club. Additionally, the company manages Glenross Golf Club, with an option to buy this course. [Attached is a more detailed overview of New Era, its key partners, and the company's business plan for the Golf Club of Dublin.] As noted in this document, New Era has identified several necessary initial investments, including repair of the stacked sod bunkers, leasing of a new fleet of golf carts and painting of the clubhouse building (as needed). They also would anticipate adding a Junior Golf Program and weekly golf clinics.

New Era has a strong history of taking over struggling courses and making the needed investments to provide quality play and efficient operations. Bent Tree and Royal American are examples of such successes. These are also two of the three courses referenced in the original Golf Club of Dublin lease and operating agreement as examples of the expected level of construction for the course.

Should the City agree to enter into a lease agreement with New Era, the City would release General Electric Credit Equities from their existing lease agreement. The original principal amount of financing by GE was \$8,500,000, with a significant portion of this still remaining as outstanding debt. Under a revised lease with New Era, the amount of debt would be reduced to \$1,900,000.

Recommendation

Staff recommends passage of Resolution 22-14. Should you have specific questions regarding this memorandum prior to Monday, please contact Stephen Smith at 614-296-1188 (cell).

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

21-14

Resolution No. _____

Passed _____

20 _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED GROUND LEASE WITH NEW ERA GOLF CLUB OHIO GCD INC. RELATED TO THE GOLF CLUB OF DUBLIN AND EXTENDING THE TERMS OF THE CURRENT LEASE AGREEMENT.

WHEREAS, the City, as Lessor, and Tartan Golf Company, LLC, entered into a certain Ground Lease and Operating Agreement dated December 7, 2000, which Ground Lease and Operating Agreement was amended by Amendment No. 1 to Ground Lease and Operating Agreement dated October 22, 2001, and which Ground Lease was further amended by Amendment No. 2 to Ground Lease and Operating Agreement (with Assignment of Lease) dated July 19, 2007; and

WHEREAS, pursuant to the Lease, there has been developed and is currently operating a public golf course facility on the Property known as The Golf Club of Dublin; and

WHEREAS, the current Lessee under the Lease is General Electric Credit Equities, Inc., a Delaware corporation ("GE Credit Equities") by virtue of an Assignment and Assumption of Ground Lease Agreement by and between Reg Martin of Martin Management Services, Inc., in his capacity as Court-Appointed Receiver for The Golf Club of Dublin, LLC, as Assignor, and GE Credit Equities, as Assignee, dated March 27, 2013; and

WHEREAS, GE Credit Equities will assign all of its right, title and interest in and to the Lease to New Era GCD pursuant to an Assignment and Assumption of Ground Lease Agreement; and

WHEREAS, the Lease Assignment requires consent of the City of Dublin; and

WHEREAS, the City and New Era GCD desire to amend certain terms and provisions of the Lease; and

WHEREAS, this resolution and accompanying agreement shall be contingent upon the buyer securing the necessary financing for the project.

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

Section 1. The City Manager is hereby authorized to execute the Lease Amendment attached as Exhibit "A".

Section 2. The term of the Lease is extended for an additional twelve (12) years, terminating on December 31, 2064 and continues to allow for two additional five (5) year extensions.

Section 3. This Resolution is effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

March 3, 2014

**NEW ERA GOLF ACQUISITION
OF
GOLF CLUB OF DUBLIN**

New Era Golf Ohio GCD Inc., an Ohio corporation (“New Era GCD”) is in final contract negotiations to acquire Golf Club of Dublin from its current owner General Electric Credit Equities, Inc. Closing of the transaction is anticipated to occur by mid-April, 2014, subject to receipt of all necessary approvals from the City of Dublin, Ohio (“Dublin”) and final financing which is in process.

New Era GCD is a member of a family of Central Ohio companies all operating under the New Era name. Each company in the family was organized solely to own and/or operate a public golf course in Central Ohio. To date, New Era entities own and manage four Central Ohio golf courses (Shamrock Golf Club in Powell, New Albany Links Golf Course in New Albany, Royal American Golf Club in Galena and Bent Tree Golf Club in Sunbury), and manage with an option to purchase a fifth Central Ohio golf course (Glenross Golf Club in Delaware). This portfolio makes New Era the largest operator of public golf courses in Central Ohio behind the City of Columbus.

New Era and its principals have been active in the ownership and management of Central Ohio public golf courses for over 20 years. New Era acquired Shamrock Golf Club in 1992 and certain principals of New Era developed New Albany Links Golf Course in 2001 and have owned it since.

While all New Era entities do not have the same ownership, there is commonality of ownership among all New Era entities. Ray Finnearty (discussed further below) is a significant owner in each New Era entity and Vince Romanelli (discussed further below) is a significant owner in all but one New Era entity. New Era GCD has a total of six equity owners, including Messrs. Finnearty and Romanelli, who will be most actively involved in the acquisition and management of Golf Club of Dublin. The other investors are not actively involved in day to day management or operations.

Ray Finnearty has been active in Central Ohio golf course management for over 24 years. Mr. Finnearty is a member of the PGA and has been since 1994. He is a former Central Ohio Chapter and Southern Ohio Section PGA Merchandiser of the year. He is also a former Southern Ohio Section PGA Golf Professional of the year. He will be responsible for the day to day operations and management of Golf Club of Dublin. He has a depth of experience in cost

effective management of public golf courses while maintaining high levels of play and first class facilities and operations.

Vince Romanelli is best known in Central Ohio as one of the founders of the custom home builder Romanelli and Hughes Building Company. He has also undertaken a number of real estate developments around Central Ohio over the years, including the golf course community known as New Albany Links. In developing the New Albany Links community, Mr. Romanelli was actively involved in the design, development, construction and management of New Albany Links Golf Course. He remains actively involved in the management and operation of New Albany Links Golf Course to date through New Era.

New Era companies have a proven track record of taking over troubled and over leveraged golf courses in Central Ohio such as Bent Tree and Royal American, installing new systems and management, improving facilities and quality of play, and increasing rounds played per year. They strongly believe they can accomplish the same successes at Golf Club of Dublin.

As an Initial Business Plan for Golf Club of Dublin, upon its acquisition, New Era GCD will undertake the following during the 2014 golf season:

1. Obtain a 25 year fully amortizing loan to acquire Golf Club of Dublin in the approximate principal amount of \$1,900,000.
2. Provide all required equity to purchase Golf Club of Dublin from its current owner.
3. Provide all working capital necessary to own, operate and manage Golf Club of Dublin.
4. Immediately hire a staff of approximately 70 people, including certain key employees from the current management company.
5. Install and implement accounting, computer and point of sale systems that will be a part of the overall New Era system.
6. Anticipate 37,500 rounds of golf during the 2014 golf season, subject to weather conditions.
7. Anticipate booking 60-80 outings during the 2014 golf season, including 25 that are already reserved.
8. Honor all outing and activity reservations already on the books for which deposits have been made.
9. Rebuild the remaining sod faced bunkers on the Course as recommended by the current superintendent Rob Fisher.
10. Repaint the Clubhouse as necessary.
11. Lease a new fleet of electric golf carts.
12. Develop a Junior Golf Program (including player development with a PGA teaching professional on staff).
13. Conduct weekly golf clinics.

In conclusion, New Era representatives would welcome the opportunity to escort Dublin Council Members and Administrative Staff on a tour of New Era owned and managed golf courses in Central Ohio.

**AMENDMENT NO. 3 TO
GROUND LEASE AND OPERATING AGREEMENT**

This Amendment No. 3 to Ground Lease and Operating Agreement (hereinafter, "Amendment No. 3") is entered into and effective as of April ____, 2014 (the "Effective Date") by and between the City of Dublin, Ohio (the "City"), a municipal corporation and political subdivision organized and existing under its Charter and the laws of the State of Ohio, having an address of 5200 Emerald Parkway, Dublin, Ohio 43017, and New Era Golf GCD Inc., an Ohio corporation, having an address of c/o Glen Ross Golf Club, 231 Clubhouse Dr., Delaware, Ohio 43015 ("New Era GCD").

WHEREAS, the City, as Lessor, and Tartan Golf Company, LLC, an Ohio limited liability company ("Tartan"), entered into a certain Ground Lease and Operating Agreement dated December 7, 2000, a memorandum of which was recorded on January 19, 2001 at 11:55 a.m. as Instrument No. 200101190012497 of the Official Records of Franklin County, Ohio, which Ground Lease and Operating Agreement was amended by that Amendment No. 1 to Ground Lease and Operating Agreement dated October 22, 2001 and recorded on October 22, 2001 at 2:19 p.m. as Instrument No. 200110220242694 of the Official Records of Franklin County, Ohio, and which Ground Lease has been further amended by that Amendment No. 2 to Ground Lease and Operating Agreement (With Assignment of Lease) dated July 19, 2007 and recorded on July 19, 2007 at 3:02 p.m. as Instrument No. 200707190126587 of the Official Records of Franklin County, Ohio (collectively, the "Lease") for the Property as described in the Lease; and

WHEREAS, pursuant to the Lease, there has been developed and is currently operating a public golf course facility on the Property known as The Golf Club of Dublin; and

WHEREAS, the current Lessee under the Lease is General Electric Credit Equities, Inc., a Delaware corporation ("GE Credit Equities") by virtue of an Assignment and Assumption of Ground Lease Agreement by and between Reg Martin of Martin Management Services, Inc., in his capacity as Court-Appointed Receiver for The Golf Club of Dublin, LLC, as Assignor, and GE Credit Equities, as Assignee, dated March 27, 2013 and recorded April 4, 2013 at 12:53 p.m. as Instrument No. 201304040055613 of the Official Records of Franklin County, Ohio; and

WHEREAS, on the date hereof, GE Credit Equities has assigned all of its right, title and interest in and to the Lease to New Era GCD pursuant to an Assignment and Assumption of Ground Lease Agreement dated April ____, 2014 and recorded on April ____, 2014 at _____ as Instrument No. _____ of the Official Records of Franklin County, Ohio (the "Lease Assignment"); and

WHEREAS, the Lease Assignment requires the consent of the City and contemporaneous with the execution, delivery and recording of the Lease Assignment, the City and New Era GCD desire to amend certain terms and provisions of the Lease.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and New Era GCD hereby agree as follows:

Section 1. Definitions. All capitalized terms used, but not defined in this Amendment No. 3, shall have the respective meanings ascribed to them in the Lease.

Section 2. Consent to Assignment of Lease. The City hereby consents to the assignment of the Lease to New Era GCD pursuant to the Lease Assignment.

Section 3. Consent to Mortgage Financing. The City hereby consents to a financing transaction being undertaken by New Era GCD in connection with its acquisition of the Lease and The Golf Club of Dublin assets. Such financing will be in an amount not to exceed \$1,900,000 with West Town Savings Bank. Such financing will include encumbering the leasehold estate owned by New Era GCD pursuant to the Lease with a mortgage, assignment of rents and security agreement and a collateral assignment of the Lease.

Section 4. Extension of Lease. The term of the Lease is extended for an additional twelve years and shall terminate on December 31, 2064. Under Section 2.3.(a) of the Lease, “December 31, 2052” is hereby amended to read “December 31, 2064”.

Section 5. Amendment to Lease Term Extensions. Section 2.3.(b) of the Lease is amended to read in its entirety as follows:

“(b) This Lease shall be extended beyond the initial lease period in increments of five (5) years for two additional five (5) year terms automatically; provided, however, that if either party gives notice to the other at least 120 days in advance of the then current lease expiration date, that said party desires that the Lease not be so extended, then the Lease will not be extended and shall be terminated in accordance herewith; provided further, however, that the City shall not be permitted to cancel any lease extension rights hereunder unless the Lessee is in material default of any of the provisions of this Lease, the notice from the City as above provided contains a detailed list of such material defaults, and the Lessee does not substantially cure such detailed list of material defaults to the reasonable satisfaction of the City prior to the expiration of the then current term of the Lease”

Section 6. Financial Statements. Section 4.3.(i) of the Lease is amended to delete the requirements that Lessee employ generally accepted accounting principles in the preparation of its financial statements, prepare an audited balance sheet and income (or loss) statement and

obtain audited financial statements. In lieu thereof, the Parties agree that Lessee shall employ tax basis accounting principles and shall prepare and maintain only Lessee prepared balance sheets and income (or loss) statements and financial statements. If the Lessor desires such materials to be audited, the Lessor may do so at the Lessor's sole cost and expense; provided that the Lessor acknowledges that all books, records and financial statements are confidential and proprietary business records of the Lessee and shall not be made public by the Lessor.

Section 7. Business Plan, Budgets and USGA Certification. Due to the fact that New Era GCD will be taking over ownership and operation of The Golf Club of Dublin in April, 2014, the City hereby waives for calendar year 2014 only, the requirements of Section 4.3.(g) of the Lease that the Lessee provide business plans, budgets and a United States Golf Association review and report.

Section 8. New Era GCD Acknowledgment as to Condition of Golf Club of Dublin. New Era GCD acknowledges that it is acquiring all right, title and interest in and to the Lease and The Golf Club of Dublin in their "AS IS, WHERE IS CONDITION" with all faults and New Era GCD will not look to the City with respect to issues arising from the current condition, physical or financial, of The Golf Club of Dublin.

Section 9. Modification of Property Leased. The City and New Era Golf agree to work in good faith for the old homestead house and immediately surrounding property, including the barns and wash bay, to be the subject of discussion as to whether those properties shall be released from the Lease and to no longer be a part of the Property.

Section 10. Multiple Counterparts. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 11. Captions. The captions or headings in this Amendment No. 3 are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections hereof.

Section 12. Severability. If any provision of this Amendment No. 3, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13. Modifications/Conflicts. Nothing herein shall be deemed to modify the terms and conditions of the Lease unless expressly set forth herein, and except as modified herein, all

terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Amendment No. 3 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 3 shall prevail.

IN WITNESS WHEREOF, the City hereto has executed this Amendment No. 3 as of the date first above written.

Approved as to form:

City of Dublin, Ohio

Stephen J. Smith, Director of Law
City of Dublin, Ohio

By: _____
Marsha I. Grigsby, City Manager

By: _____
Name: _____
Title: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Marsha I. Grigsby, City Manager of Dublin, Ohio, a municipal corporation and political subdivision organized and existing under its charter and laws of the State of Ohio, acting on behalf of the City, that the same is her own and the City of Dublin's voluntary act and deed and that she is duly authorized to enter into this Amendment No. 3 for and on behalf of the City of Dublin.

Notary Public

Printed Name: _____

My Commission Expires:

IN WITNESS WHEREOF, New Era Golf GCD Inc. hereto has executed this Amendment No. 3 as of the date first above written.

New Era Golf GCD Inc.

By: _____
Ray Finnearty, Secretary

STATE OF OHIO)
COUNTY OF FRANKLIN) ss

The foregoing instrument was acknowledged before me this ____ day of _____ 2014, by Ray Finnearty, the Secretary of New Era Golf GCD Inc., an Ohio corporation, on behalf of the corporation.

Notary Public

Printed Name: _____

My Commission Expires:

This instrument was prepared by:
David W. Fisher, Esq.
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
(614) 469-1882

**AMENDMENT NO. 2 TO
GROUND LEASE AND OPERATING AGREEMENT
(WITH ASSIGNMENT OF LEASE)**

This Amendment No. 2 to Ground Lease and Operating Agreement (With Assignment of Lease) (hereinafter, "Amendment No. 2") is entered into and effective as of July 19, 2007 (the Effective Date") by and among the City of Dublin, Ohio (the "City"), a municipal corporation and political subdivision organized and existing under its Charter and the laws of the State of Ohio, having an address at 5200 Emerald Parkway, Dublin, Ohio 43017, Tartan Golf Company, LLC, ("Tartan"), an Ohio limited liability company, having an address at 8070 Tartan Fields Drive, Dublin, Ohio 43017, and The Golf Club of Dublin, LLC ("GCD"), an Ohio limited liability company having an address at 8070 Tartan Fields Drive, Dublin, Ohio 43017.

WHEREAS, the City, as Lessor, and Tartan, as Lessee, entered into a certain Ground Lease and Operating Agreement dated December 7, 2000, a memorandum of which is recorded on January 19, 2001 at 11:55 a.m. as Instrument No. 200101190012497 of the Official Records of Franklin County, Ohio, which Ground Lease and Operating Agreement was amended by that Amendment No. 1 to Ground Lease and Operating Agreement dated October 22, 2001 and recorded on October 22, 2001 at 2:19 p.m. as Instrument No. 200110220242694 of the Official Records of Franklin County, Ohio (collectively, the "Lease") for the Property as described in the Lease; and

WHEREAS, pursuant to the Lease, Tartan has developed and is currently operating a public golf course facility on the Property known as The Golf Club of Dublin; and

WHEREAS, Tartan wishes to assign its rights and obligations under the Lease to GCD, and GCD wishes to accept such assignment and to assume all of Tartan's obligations thereunder; and

WHEREAS, the City intends to grant its consent to the assignment and to agree to an extension of the original term of the Lease for an additional ten (10) years.

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, Tartan and GCD hereby agree as follows:

Section 1. Definitions. All capitalized terms used, but not defined in this Amendment No. 2, shall have the respective meanings ascribed to them in the Lease

Section 2. Assignment and Assumption of Lease. Effective as of the Effective Date, Tartan hereby assigns to GCD and GCD hereby assumes all of Tartan's rights and obligations under the Lease. GCD hereby accepts the assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Tartan to be observed, performed, paid or discharged from and after the Effective Date. Pursuant to Section 7.2 of the Lease, the City hereby consents to the assignment.

Section 3. Extension of Lease. The term of the Lease is extended for an additional ten years and shall terminate on December 31, 2052. Under Section 2.3. (a) of the Lease, "December 31, 2042" is hereby amended to read "December 31, 2052".

Stewart Title Agency
of Columbus Box
120071253 JK

Section 4. Multiple Counterparts. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5. Captions. The captions or headings in this Amendment No. 2 are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6. Severability. If any provision of this Amendment No. 2, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7. Modifications/Conflicts. Nothing herein shall be deemed to modify the terms and conditions of the Lease unless expressly set forth herein, and except as modified herein, all terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Amendment No. 2 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first above written.

CITY OF DUBLIN, OHIO

By: _____
Jane Brautigam, City Manager

By: _____
Marsha I. Grigsby, Director of Finance

TARTAN GOLF COMPANY, LLC

By:  _____
Thomas D. Anderson, President

Approved as to form:

Stephen J. Smith, Director of Law
City of Dublin, Ohio

THE GOLF CLUB OF DUBLIN, LLC

By:  _____
Thomas D. Anderson, President

STATE OF OHIO)
) SS:
COUNTY OF DELAWARE)

On this ___ day of _____, 2007, before me a Notary Public personally appeared Jane Brautigam and Marsha I. Grigsby, the City Manager and the Director of Finance, respectively, of the City of Dublin, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of the City of Dublin and the voluntary act and deed of the City of Dublin.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF DELAWARE)

On this 13 day of July, 2007, before me a Notary Public personally appeared Thomas D. Anderson, the President of the Tartan Golf Company, LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the Tartan Golf Company, LLC and the voluntary act and deed of the Tartan Golf Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



Notary Public

STATE OF OHIO)
) SS:
COUNTY OF DELAWARE)

NICOLA R. HARMON
Notary Public, State of Ohio
My Commission Expires 12-18-2011

On this 13th day of July, 2007, before me a Notary Public personally appeared Thomas D. Anderson, the President of The Golf Club of Dublin, LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of The Golf Club of Dublin, LLC and the voluntary act and deed of The Golf Club of Dublin, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



Notary Public

This instrument was prepared by:

Matthew L. Sagone, Esq.
Squire, Sanders & Dempsey L.L.P.
1300 Huntington Center, 41 South High Street
Columbus, Ohio 43215
(614) 365-2701

NICOLA R. HARMON
Notary Public, State of Ohio
My Commission Expires 12-18-2011

Section 4. Multiple Counterparts. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5. Captions. The captions or headings in this Amendment No. 2 are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 6. Severability. If any provision of this Amendment No. 2, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7. Modifications/Conflicts. Nothing herein shall be deemed to modify the terms and conditions of the Lease unless expressly set forth herein, and except as modified herein, all terms, covenants and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and conditions of this Amendment No. 2 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 2 shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the date first above written.

CITY OF DUBLIN, OHIO

By: Jane S. Brautigam
Jane Brautigam, City Manager

By: Marsha I. Grigsby
Marsha I. Grigsby, Director of Finance

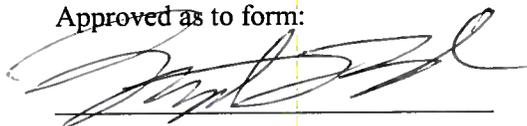
TARTAN GOLF COMPANY, LLC

By: _____
Thomas D. Anderson, President

THE GOLF CLUB OF DUBLIN, LLC

By: _____
Thomas D. Anderson, President

Approved as to form:



Stephen J. Smith, Director of Law
City of Dublin, Ohio

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 17 day of July, 2007, before me a Notary Public personally appeared Jane Brautigam and Marsha I. Grigsby, the City Manager and the Director of Finance, respectively, of the City of Dublin, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of the City of Dublin and the voluntary act and deed of the City of Dublin.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Rachael M. Vieth
Notary Public



RACHAEL M. VIETH
Notary Public, State of Ohio
My Commission Expires 06-03-08

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this ___ day of _____, 2007, before me a Notary Public personally appeared Thomas D. Anderson, the President of the Tartan Golf Company, LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the Tartan Golf Company, LLC and the voluntary act and deed of the Tartan Golf Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this ___ day of _____, 2007, before me a Notary Public personally appeared Thomas D. Anderson, the President of The Golf Club of Dublin, LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of The Golf Club of Dublin, LLC and the voluntary act and deed of The Golf Club of Dublin, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

This instrument was prepared by:
Matthew L. Sagone, Esq.
Squire, Sanders & Dempsey L.L.P.
1300 Huntington Center, 41 South High Street
Columbus, Ohio 43215
(614) 365-2701



**AMENDMENT NO. 1 TO GROUND LEASE
AND OPERATING AGREEMENT**

This Amendment No. 1 to Ground Lease and Operating Agreement ("Amendment") is made and entered into this ~~2nd~~ day of October, 2001 (the "Effective Date"), by and between the **City of Dublin**, a municipal corporation and political subdivision organized and existing under its Charter and the laws of the State of Ohio (the "City"), as lessor, and **Tartan Golf Company, LLC**, a limited liability company organized and existing under the laws of the State of Ohio ("TGC"), as lessee.

WITNESSETH:

WHEREAS, the City and TGC entered into a certain Ground Lease and Operating Agreement (the "Lease"), dated December 7, 2000, for certain real property, located in the State of Ohio, County of Franklin, Township of Washington, such real property being approximately **199.421 acres** and legally described on **Exhibit "A"** attached hereto (the "Property");

WHEREAS, TGC is developing a public golf course facility on the Property (the "Golf Course") and Edwards Golf Communities, LLC ("Edwards") is developing a residential development adjacent thereto (the "Residential Development");

WHEREAS, Edwards intends to convey to the City three (3) tracts of real property containing approximately **0.856 acres**, **0.323 acres** and **0.609 acres**, which tracts of real property are (prior to said conveyance) located within the Residential Development and are legally described on **Exhibit "B"** attached hereto (the "Additional Golf Course Property-1"). The three (3) tracts of real property comprising the Additional Golf Course Property-1 are graphically depicted on **Exhibit "C"** attached hereto. The Additional Golf Course Property-1 is necessary for the modification of Hole No. 2 on the Golf Course and will be added to the Property subject to the Lease; and

WHEREAS, the City intends to convey to Edwards three (3) tracts of real property containing approximately **0.006 acres**, **0.352 acres**, and **0.255 acres**, which tracts of real property are (prior to said conveyance) located within the Property and are legally described on **Exhibit "D"** attached hereto (the "Additional Residential Development Property"). The three (3) tracts of real property comprising the Additional Residential Development Property are graphically depicted on **Exhibit "C"** attached hereto. The Additional Residential Development Property is needed by Edwards to satisfy zoning requirements for the construction of the Residential Development and will be excluded from the Property subject to the Lease; and

WHEREAS, the Board of County Commissioners of Franklin County, Ohio previously conveyed to the City certain portions of Woerner-Temple Road, together with certain easement rights therein, necessary for the development of the Golf Course and Residential Development (the "Former Road"). The City has agreed to convey to Edwards seven (7) tracts of real property within the Former Road. The balance of the Former Road will be retained by the City, a portion of which will be added to the Property subject to the Lease (the "Additional Golf Course Property-2"). The Additional Golf Course Property-2 consists of six (6) tracts of real property containing

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approximately **1.255 acres, 0.528 acres, 0.118 acres, 0.664 acres, 0.045 acres and 0.878 acres**, which tracts of real property are legally described on **Exhibit "E"** attached hereto. The **0.118 acre** tract is part of a larger **0.341 acre** tract within the Former Road, the balance of which **0.341 acre** tract will not be added to the Property subject to the Lease. The Additional Golf Course Property-2 integrates those portions of the Golf Course formerly separated by Woerner-Temple Road. The six (6) tracts of real property comprising the Additional Golf Course Property-2 and the seven (7) tracts to be conveyed by the City to Edwards are graphically depicted on **Exhibit "F"** attached hereto.

WHEREAS, TGC has requested, and the City has agreed, that the Lease be amended to include the Additional Golf Course Property-1 and Additional Golf Course Property-2; and

WHEREAS, Edwards has requested, and the City and Tartan have agreed, that Lease be amended to exclude the Additional Residential Development Property.

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

1. The Lease is hereby amended such that (a) the Additional Golf Course Property-1 and Additional Golf Course Property-2 shall be added to the "Property" leased by the City to TGC pursuant to the Lease, effective as of October 19, 2001, (b) that the Additional Residential Development Property shall be excluded from the "Property" leased by the City to TGC pursuant to the Lease, effective as of October 19, 2001, and (c) the term "Property" for all purposes under the Lease shall mean the real property described in **Exhibit "G"** attached hereto, which real property contains approximately **204.084 acres**.

2. **Exhibit "A"** to the Lease is hereby deleted and the attached **Exhibit "G"** is substituted therefor. All references in the Lease to **Exhibit "A"** shall hereinafter mean and refer to **Exhibit "G"** attached hereto.

3. The City shall, at such time as TGC deems necessary (but provided that it is reasonably practicable to do so at such time), grant to TGC ingress/egress rights in, over, upon and under, as applicable, such portions of the Residential Development that will become publicly dedicated roads as may be reasonably necessary for TGC's use and operation of the Golf Course. Such Agreements shall be reduced to writing and in form and substance acceptable to the parties.

4. Nothing herein shall be deemed to modify the terms and conditions of the Lease unless expressly set forth herein. All capitalized terms used herein without definition shall have the meaning set forth in the Lease.

5. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall prevail. Except as modified herein, all terms, covenants and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective the date first set forth above.

Signed and acknowledged
in the presence of:

CITY OF DUBLIN, OHIO,
as the Lessor

Marsha I. Grigsby
Print Name: Marsha I. Grigsby

Timothy C. Hansley
Timothy C. Hansley, City Manager

Gregory S. Baker
Print Name: Gregory S. Baker

Signed and acknowledged
in the presence of:

TARTAN GOLF COMPANY, LLC,
as the Lessee

Print Name: _____

Thomas D. Anderson, President

Print Name: _____

IN WITNESS WHEREOF, the parties have executed this Amendment effective the date first set forth above.

Signed and acknowledged

in the presence of:

CITY OF DUBLIN, OHIO,
as the Lessor

Print Name: _____

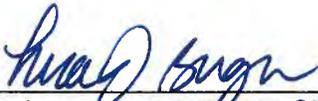
Timothy C. Hansley, City Manager

Print Name: _____

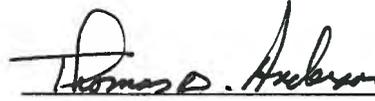
Signed and acknowledged

in the presence of:

TARTAN GOLF COMPANY, LLC,
as the Lessee



Print Name: LISA J. BERGER



Thomas D. Anderson, President



Print Name: Joseph A. Sugar

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 15th day of October, 2001, before me a Notary Public personally appeared Timothy C. Hansley, the City Manager of the City of Dublin, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Dublin and the voluntary act and deed of the City of Dublin.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Gregory S. Baker
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Gregory S. Baker
Notary Public

~~STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)~~

~~On this ___ day of ___, 2001, before me a Notary Public personally appeared Thomas D. Anderson, the President of the Tartan Golf Company, LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the Tartan Golf Company, LLC and the voluntary act and deed of the Tartan Golf Company, LLC.~~

~~IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.~~

~~_____
Notary Public~~

This instrument prepared by:

Gregory S. Baker, Esq.
Schottenstein, Zox & Dunn
A Legal Professional Association
41 South High Street, Suite 2600
Columbus, Ohio 43215
(614) 462-2344

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this ___ day of ___, 2001, before me a Notary Public personally appeared Timothy C. Hansley, the City Manager of the City of Dublin, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Dublin and the voluntary act and deed of the City of Dublin.

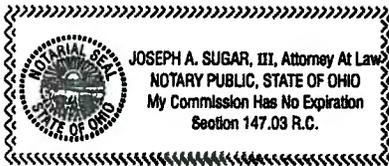
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 8 day of Oct., 2001, before me a Notary Public personally appeared Thomas D. Anderson, the President of the Tartan Golf Company, LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the Tartan Golf Company, LLC and the voluntary act and deed of the Tartan Golf Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Joseph A. Sugar III
Notary Public

This instrument prepared by:

Gregory S. Baker, Esq.
Schottenstein, Zox & Dunn
A Legal Professional Association
41 South High Street, Suite 2600
Columbus, Ohio 43215
(614) 462-2344



92.263 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200092790113173, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210, at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 420.08 feet to a point;

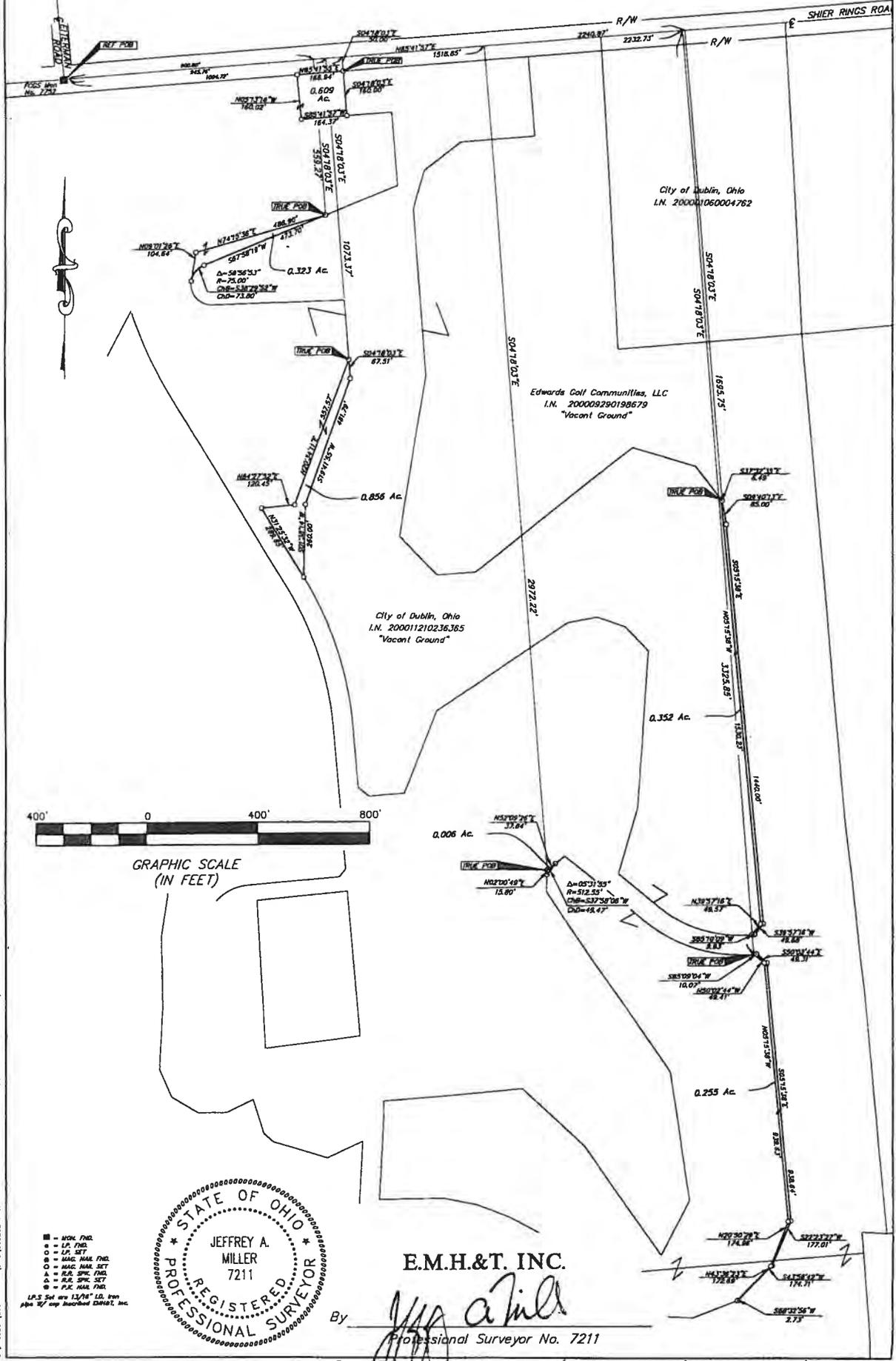
thence North 05° 10' 11" West, leaving said centerline, a distance of 30.00 feet to an iron pin set at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

- North 05° 01' 56" West, a distance of 1189.58 feet to an iron pin set;
- North 18° 17' 34" East, a distance of 166.17 feet to an iron pin set;
- North 40° 11' 44" East, a distance of 164.93 feet to an iron pin set;
- North 64° 04' 01" East, a distance of 164.88 feet to an iron pin set;
- North 84° 45' 03" East, a distance of 91.60 feet to an iron pin set;
- South 05° 14' 57" East, a distance of 107.25 feet to an iron pin set;
- South 19° 36' 38" East, a distance of 380.00 feet to an iron pin set;
- South 38° 31' 19" East, a distance of 140.09 feet to an iron pin set;
- South 73° 20' 47" East, a distance of 170.00 feet to an iron pin set;
- North 71° 34' 12" East, a distance of 139.19 feet to an iron pin set;
- North 51° 28' 10" East, a distance of 550.00 feet to an iron pin set;
- North 28° 07' 43" East, a distance of 110.60 feet to an iron pin set;
- South 65° 30' 15" East, a distance of 161.25 feet to an iron pin set;
- North 84° 45' 03" East, a distance of 280.00 feet to an iron pin set;
- South 05° 14' 57" East, a distance of 185.00 feet to an iron pin set;
- South 35° 37' 14" East, a distance of 170.00 feet to an iron pin set;
- South 59° 47' 16" East, a distance of 150.00 feet to an iron pin set;
- South 83° 46' 13" East, a distance of 145.00 feet to an iron pin set;

SCALE 1" = 400'

OCTOBER 17, 2001



- = IRON PND.
- = I.P. PND.
- = I.P. SET
- = MAG. MARK PND.
- = MAG. MARK SET
- △ = R.R. SPEC. PND.
- △ = R.R. SPEC. SET
- = P.K. MARK PND.
- = P.K. MARK SET

STATE OF OHIO
 REGISTERED PROFESSIONAL SURVEYOR
 JEFFREY A. MILLER
 7211

E.M.H.&T. INC.

By *Jeffrey A. Miller*
 Professional Surveyor No. 7211

92.263 ACRES

-2-

North 72° 31' 09" East, a distance of 185.00 feet to an iron pin set;
North 40° 43' 05" East, a distance of 235.00 feet to an iron pin set;
North 70° 42' 53" East, a distance of 123.69 feet to an iron pin set;
North 30° 30' 17" East, a distance of 154.03 feet to an iron pin set;
North 05° 14' 57" West, a distance of 180.00 feet to an iron pin set;
North 22° 29' 26" West, a distance of 151.82 feet to an iron pin set;
North 69° 20' 02" East, a distance of 175.00 feet to an iron pin set;
North 27° 52' 12" East, a distance of 180.00 feet to an iron pin set on the arc of a curve to the left;
with the arc of said curve (Delta = 13° 14' 07", Radius = 1535.00 feet) a chord bearing and distance of
South 24° 48' 29" East, 353.80 feet to an iron pin set;
South 31° 25' 32" East, a distance of 788.60 feet to an iron pin set at a point of curvature to the right;
with the arc of said curve (Delta = 26° 39' 34", Radius = 1165.00 feet) a chord bearing and distance of
South 18° 05' 45" East, 537.19 feet to an iron pin set;
South 04° 45' 58" East, a distance of 510.00 feet to an iron pin set; and
South 40° 14' 02" West, a distance of 23.95 feet to an iron pin set in the northerly right-of-way line of
Woerner-Temple Road;
thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 1012.70 feet to an iron
pin set;
thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:
North 03° 45' 37" West, a distance of 241.29 feet to an iron pin set;
North 58° 30' 52" West, a distance of 89.27 feet to an iron pin set;
South 84° 35' 46" West, a distance of 150.00 feet to an iron pin found;
North 04° 11' 18" West, a distance of 97.10 feet to an iron pin set;
South 85° 01' 58" West, a distance of 496.54 feet to an iron pin set; and
South 03° 45' 37" East, a distance of 395.52 feet to an iron pin set in the northerly right-of-way line of
Woerner-Temple Road;
thence with said northerly right-of-way line, the following courses and distances:
with the arc of a curve to the right (Delta = 67° 12' 05", Radius = 242.84 feet) a chord bearing and distance
of North 58° 59' 41" West, 268.78 feet to an iron pin set;

92.263 ACRES

-3-

North 25° 23' 47" West, a distance of 104.06 feet to an iron pin set at a point of curvature to the left; and with the arc of said curve (Delta = 43° 36' 02", Radius = 302.84 feet) a chord bearing and distance of North 47° 00' 14" West, 224.93 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract the following courses and distances:

North 30° 43' 44" East, a distance of 439.30 feet to an iron pin set;

North 05° 43' 01" West, a distance of 280.00 feet to an iron pin set;

North 43° 29' 02" West, a distance of 190.00 feet to an iron pin set;

North 74° 51' 00" West, a distance of 180.00 feet to an iron pin set;

South 69° 52' 44" West, a distance of 180.00 feet to an iron pin set;

South 32° 34' 51" West, a distance of 380.00 feet to an iron pin set; and

South 05° 29' 31" East, a distance of 469.03 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road;

thence South 84° 49' 49" West, with said northerly right-of-way line, a distance of 964.78 feet to the True Point of Beginning, containing 92.263 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

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All of
(273)
10482

MAK:kml/scpt00



PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: 28 SEP 00 BY: *[Signature]*

Description Verified
Dean Ringle, P.E., P.S.
Franklin County Engineer
Date: 21 AUG 02

41.273 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 201009250198679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence North $05^{\circ} 52' 46''$ West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road for this description;

thence South $84^{\circ} 07' 14''$ West, with said northerly right of way line, a distance of 294.82 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North $16^{\circ} 18' 52''$ East, a distance of 132.58 feet to an iron pin set;

North $03^{\circ} 47' 43''$ East, a distance of 570.00 feet to an iron pin set;

North $43^{\circ} 22' 12''$ West, a distance of 120.00 feet to an iron pin set;

North $70^{\circ} 10' 12''$ West, a distance of 105.00 feet to an iron pin set;

South $79^{\circ} 14' 40''$ West, a distance of 110.00 feet to an iron pin set;

South $56^{\circ} 14' 32''$ West, a distance of 570.00 feet to an iron pin set;

South $21^{\circ} 23' 44''$ West, a distance of 320.00 feet to an iron pin set;

South $85^{\circ} 14' 02''$ West, a distance of 127.00 feet to an iron pin set;

North $49^{\circ} 45' 58''$ West, a distance of 49.50 feet to an iron pin set;

North $04^{\circ} 45' 58''$ West, a distance of 222.08 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = $26^{\circ} 39' 34''$, Radius = 1235.80 feet) a chord bearing and distance of North $18^{\circ} 05' 45''$ West, 569.47 feet to an iron pin set;

North $01^{\circ} 38' 14''$ East, a distance of 260.00 feet to an iron pin set;

North $19^{\circ} 41' 55''$ East, a distance of 481.79 feet to an iron pin set;

North $04^{\circ} 18' 03''$ West, a distance of 280.00 feet to an iron pin set;

South $88^{\circ} 04' 19''$ West, a distance of 476.64 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = $159^{\circ} 54' 00''$, Radius = 75.00 feet) a chord bearing and distance of North $11^{\circ} 58' 41''$ West, 147.70 feet to an iron pin set;

North $67^{\circ} 58' 19''$ East, a distance of 750.47 feet to an iron pin set;

North $04^{\circ} 18' 03''$ West, a distance of 265.00 feet to an iron pin set;

South $85^{\circ} 41' 57''$ West, a distance of 160.00 feet to an iron pin set;

41.273 ACRES

-2-

North 04° 18' 03" West, a distance of 160.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 671.13 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 285.00 feet to an iron pin set;
 South 85° 41' 57" West, a distance of 270.00 feet to an iron pin set;
 South 52° 20' 08" West, a distance of 170.00 feet to an iron pin set;
 South 15° 45' 27" West, a distance of 140.00 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 600.00 feet to an iron pin set;
 South 09° 29' 55" West, a distance of 585.00 feet to an iron pin set;
 South 43° 39' 00" East, a distance of 195.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 140.00 feet to an iron pin set;
 North 52° 07' 15" East, a distance of 720.00 feet to an iron pin set;
 South 72° 59' 01" East, a distance of 235.00 feet to an iron pin set;
 South 37° 32' 35" East, a distance of 155.00 feet to an iron pin set;
 South 09° 40' 13" East, a distance of 85.00 feet to an iron pin set; and

South 15° 15' 38" East, a distance of 1155.58 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road on the arc of a curve to the left;

thence with said northerly right-of-way line and with the arc of said curve (Delta = 32° 37' 55", Radius = 302.84 feet) a chord bearing and distance of North 79° 33' 40", 170.16 feet to the True Point of Beginning, containing 41.273 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

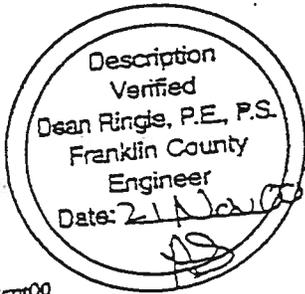
Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

PRELIMINARY
APPROVAL

FRANKLIN COUNTY
ENGINEERING DEPT.

DATE: 27 SEP 00 BY: *[Signature]*



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13.067 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 20009290198679 (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6629, in the centerline of Woerner-Temple Road;

thence North $84^{\circ} 35' 46''$ East, with said centerline, a distance of 702.73 feet to a point;

South $05^{\circ} 24' 14''$ East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North $84^{\circ} 35' 46''$ East, with said northerly right-of-way line, a distance of 378.59 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $09^{\circ} 01' 20''$ West, a distance of 97.25 feet to an iron pin set;

South $00^{\circ} 58' 32''$ East, a distance of 260.00 feet to an iron pin set;

South $02^{\circ} 55' 30''$ West, a distance of 220.00 feet to an iron pin set;

South $23^{\circ} 26' 34''$ East, a distance of 110.00 feet to an iron pin set;

South $58^{\circ} 37' 34''$ East, a distance of 110.00 feet to an iron pin set;

North $89^{\circ} 01' 28''$ East, a distance of 105.00 feet to an iron pin set;

North $63^{\circ} 40' 42''$ East, a distance of 105.00 feet to an iron pin set;

South $17^{\circ} 25' 25''$ East, a distance of 130.00 feet to an iron pin set;

South $48^{\circ} 42' 14''$ East, a distance of 45.00 feet to an iron pin set;

South $73^{\circ} 19' 05''$ East, a distance of 200.00 feet to an iron pin set;

North $65^{\circ} 15' 24''$ East, a distance of 140.00 feet to an iron pin set;

South $03^{\circ} 19' 41''$ West, a distance of 203.37 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = $00^{\circ} 33' 45''$, Radius = 1935.00 feet) a chord bearing and distance of South $03^{\circ} 02' 48''$ West, 19.00 feet to an iron pin set;

South $84^{\circ} 49' 24''$ West, a distance of 940.00 feet to an iron pin set;

13.067 ACRES

-2-

North 09° 32' 28" West, a distance of 665.50 feet to an iron pin set;

North 03° 45' 37" West, a distance of 400.00 feet to an iron pin set; and

North 02° 34' 47" East, a distance of 53.90 feet to the True Point of Beginning, containing 13.067 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/sepr00

O-11-B

All of

(273)

10483



PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT

23.598 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 20009290198679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South $84^{\circ} 07' 14''$ West, with said centerline, a distance of 481.23 feet to a point;

thence South $05^{\circ} 52' 46''$ East, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of said Woerner-Temple Road at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $51^{\circ} 08' 29''$ East, a distance of 314.94 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = $43^{\circ} 41' 22''$, Radius = 535.00 feet) a chord bearing and distance of South $72^{\circ} 59' 10''$ East, a distance of 398.14 feet to an iron pin set;

North $85^{\circ} 10' 09''$ East, a distance of 15.11 feet to an iron pin set;

South $50^{\circ} 02' 44''$ East, a distance of 49.31 feet to an iron pin set;

South $05^{\circ} 15' 38''$ East, a distance of 938.64 feet to an iron pin set;

South $22^{\circ} 23' 26''$ West, a distance of 177.01 feet to an iron pin set;

South $43^{\circ} 56' 42''$ West, a distance of 174.70 feet to an iron pin set;

South $68^{\circ} 32' 52''$ West, a distance of 174.70 feet to an iron pin set;

North $86^{\circ} 50' 58''$ West, a distance of 174.70 feet to an iron pin set;

North $62^{\circ} 44' 12''$ West, a distance of 175.04 feet to an iron pin set;

North $45^{\circ} 00' 00''$ West, a distance of 318.63 feet to an iron pin set;

North $61^{\circ} 36' 50''$ West, a distance of 122.97 feet to an iron pin set;

North $68^{\circ} 45' 54''$ West, a distance of 122.14 feet to an iron pin set;

North $77^{\circ} 48' 56''$ West, a distance of 122.43 feet to an iron pin set;

South $89^{\circ} 08' 22''$ West, a distance of 234.98 feet to an iron pin set;

23.598 ACRES

-2-

left; North 03° 19' 41" East, a distance of 228.37 feet to an iron pin set at a point of curvature to the

with the arc of said curve (Delta 03° 43' 16", Radius = 1925.00 feet) a chord bearing and distance of North 01° 28' 03" East, 125.00 feet to an iron pin set;

North 85° 14' 02" East, a distance of 505.00 feet to an iron pin set;

South 47° 11' 42" East, a distance of 307.26 feet to an iron pin set;

South 34° 29' 19" East, a distance of 481.27 feet to an iron pin set;

North 27° 00' 54" East, a distance of 225.00 feet to an iron pin set;

North 08° 21' 28" West, a distance of 465.00 feet to an iron pin set;

North 34° 15' 58" West, a distance of 790.00 feet to an iron pin set;

North 02° 03' 32" East, a distance of 75.00 feet to an iron pin set; and

North 52° 09' 26" East, a distance of 6.55 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North 84° 07' 14" East, with said southerly right-of-way line, a distance of 103.60 feet to the True Point of Beginning, containing 23.598 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/sep00

0-11-13

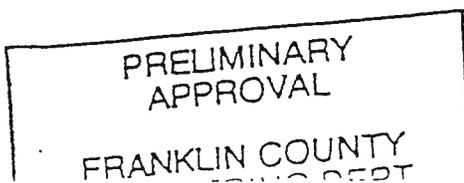
All of
(273)

10488

+

All of
(274)

294



2.512 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 20024290148679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South $05^{\circ} 52' 46''$ East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line, and with the arc of a curve to the right (Delta = $42^{\circ} 00' 11''$, Radius = 242.84 feet) a chord bearing and distance of South $74^{\circ} 52' 32''$ East, 174.06 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $05^{\circ} 15' 38''$ East, a distance of 209.84 feet to an iron pin set;

South $39^{\circ} 57' 16''$ West, a distance of 49.68 feet to an iron pin set;

South $85^{\circ} 10' 09''$ West, a distance of 14.06 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = $43^{\circ} 41' 22''$, Radius = 465.00 feet) a chord bearing and distance of North $72^{\circ} 59' 10''$ West, 346.05 feet to an iron pin set;

North $51^{\circ} 08' 29''$ West, a distance of 181.66 feet to an iron pin set; and

North $16^{\circ} 18' 52''$ East, a distance of 47.62 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North $84^{\circ} 07' 14''$ East, with said southerly right-of-way line, a distance of 319.30 feet to the True Point of Beginning, containing 2.512 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South $85^{\circ} 44' 20''$ East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

O-11-B
AK of
(273)
10485



City of Dublin
No plat required
Barbara M. Clark 11/21/00



5.347 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~2000-290113171~~ (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210 at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 527.43 feet to a point;

thence South 05° 10' 11" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North 84° 49' 49" East, with said northerly right-of-way line, a distance of 857.76 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 05° 29' 31" East, a distance of 190.97 feet to an iron pin set;

South 84° 30' 29" West, a distance of 90.00 feet to an iron pin set;

South 05° 29' 31" East, a distance of 150.00 feet to an iron pin set;

South 84° 30' 29" West, a distance of 560.00 feet to an iron pin set;

North 19° 10' 25" West, a distance of 135.00 feet to an iron pin set;

North 32° 34' 15" West, a distance of 130.00 feet to an iron pin set;

North 53° 35' 35" West, a distance of 135.00 feet to an iron pin set; and

North 67° 07' 46" West, a distance of 18.36 feet to the True Point of Beginning, containing 5.347 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

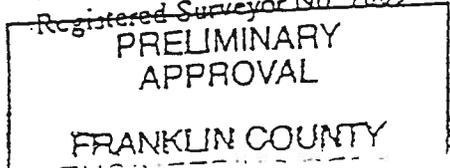
EVANS, MECHWART, HAMBLETON & TILTON, INC.

0-11-B
All of
(273)
10487



Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865



21.710 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 10401210148674 (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument 6628, in the centerline of Woerner-Temple Road;

thence South $64^{\circ} 36' 13''$ West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line and with the arc of a curve to the left (Delta = $67^{\circ} 25' 55''$, Radius = 302.84 feet) a chord bearing and distance of South $59^{\circ} 06' 36''$ East, 336.20 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $03^{\circ} 45' 37''$ East, a distance of 424.47 feet to an iron pin set;

South $09^{\circ} 22' 43''$ East, a distance of 546.95 feet to an iron pin set;

South $28^{\circ} 59' 26''$ West, a distance of 254.69 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = $09^{\circ} 27' 21''$, Radius = 775.00 feet) a chord bearing and distance of South $65^{\circ} 44' 15''$ East, 127.76 feet to an iron pin set;

South $27^{\circ} 15' 25''$ East, a distance of 34.23 feet to an iron pin set;

South $15^{\circ} 57' 05''$ West, a distance of 81.58 feet to an iron pin set to a point of curvature to the right;

with the arc of said curve (Delta = $13^{\circ} 54' 40''$, Radius = 325.00 feet) a chord bearing and distance of South $22^{\circ} 54' 25''$ West, 78.71 feet to an iron pin set; and

South $60^{\circ} 08' 14''$ East, a distance of 50.00 feet to an iron pin set;

thence South $06^{\circ} 34' 07''$ East, with a westerly line of that tract conveyed to Ned E. Lare by deed of record in Deed Book 3798, Page 456, a distance of 50.00 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North $71^{\circ} 33' 52''$ West, a distance of 600.00 feet to an iron pin set;

North $56^{\circ} 55' 26''$ West, a distance of 825.00 feet to an iron pin set;

North $39^{\circ} 23' 06''$ West, a distance of 320.00 feet to an iron pin set;

21.710 ACRES

-2-

North $37^{\circ} 50' 59''$ East, a distance of 120.00 feet to an iron pin set;

North $25^{\circ} 08' 50''$ East, a distance of 357.66 feet to an iron pin set;

North $84^{\circ} 30' 29''$ East, a distance of 85.00 feet to an iron pin set;

North $05^{\circ} 29' 31''$ West, a distance of 150.00 feet to an iron pin set;

North $84^{\circ} 30' 29''$ East, a distance of 205.00 feet to an iron pin set;

South $05^{\circ} 29' 31''$ East, a distance of 110.00 feet to an iron pin set;

South $15^{\circ} 24' 31''$ West, a distance of 533.07 feet to an iron pin set;

South $24^{\circ} 06' 15''$ East, a distance of 186.41 feet to an iron pin set;

South $68^{\circ} 21' 01''$ East, a distance of 452.43 feet to an iron pin set;

South $53^{\circ} 16' 46''$ East, a distance of 211.95 feet to an iron pin set;

North $48^{\circ} 50' 30''$ East, a distance of 122.42 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = $02^{\circ} 47' 46''$, Radius = 775.00 feet) a chord bearing and distance of South $42^{\circ} 33' 27''$ East, 37.82 feet to an iron pin set;

North $46^{\circ} 02' 40''$ East, a distance of 178.62 feet to an iron pin set;

North $28^{\circ} 33' 57''$ West, a distance of 790.00 feet to an iron pin set;

North $15^{\circ} 59' 04''$ East, a distance of 201.02 feet to an iron pin set;

North $00^{\circ} 13' 07''$ East, a distance of 100.50 feet to an iron pin set;

North $11^{\circ} 12' 09''$ West, a distance of 100.50 feet to an iron pin set;

North $27^{\circ} 47' 53''$ West, a distance of 210.77 feet to an iron pin set; and

North $30^{\circ} 43' 44''$ East, a distance of 49.64 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence with said southerly right-of-way line and with the arc of a curve to the right (Delta = $46^{\circ} 00' 28''$, Radius = 242.84 feet) a chord bearing and distance of South $48^{\circ} 11' 11''$ East, 189.80 feet to an iron pin set;

21.710 ACRES

-3-

thence South 25° 23' 47" East, continuing with said southerly right-of-way line, a distance of 104.17 feet to the True Point of Beginning, containing 21.710 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

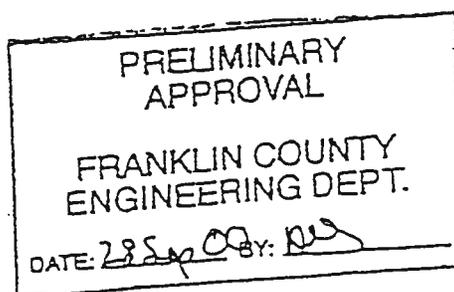
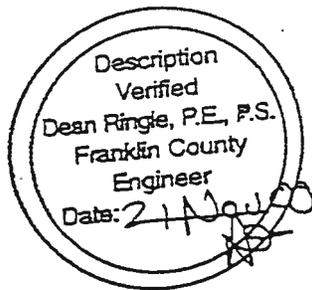
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/sept00

0-11-B
All of
(273)
10484



REAL PROPERTY EXCLUDED FROM THE PROPERTY

0.256 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 2000929019879, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the southerly right-of-way line of Woerner-Temple Road with the common line of Virginia Military Survey Numbers 3453 and 6953;

thence South 04° 19' 42" East, with said common line, a distance of 1140.23 feet to a point;

thence South 85° 40' 18" West, leaving said common line, a distance of 74.43 feet to an iron pin set at the True Point of Beginning for this description;

thence South 28° 59' 26" West, with a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number _____, a distance of 50.00 feet to an iron pin set;

thence crossing said City of Dublin, Ohio tract and with the arc of a curve to the right (Delta = 17° 03' 15", Radius = 775.00 feet) a chord bearing and distance of North 52° 28' 57" West, 229.83 feet to an iron pin set;

thence North 46° 02' 40" East, with an easterly line of said Edwards Golf Communities, LLC tract, a distance of 50.00 feet to an iron pin set;

thence crossing said City of Dublin, Ohio tract and with the arc of a curve to the left (Delta = 17° 03' 05", Radius = 725.00 feet) a chord bearing and distance of South 52° 28' 57" East, 215.00 feet to the True Point of Beginning, containing 0.256 acre of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 4 OCT 00

Matthew A. Kirk
Registered Surveyor No. 7865



MAK:kmvact00

*0-75-5
Split
0.256 Acre
out of*

PRELIMINARY
APPROVAL
FRANKLIN COUNTY

0.093 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200009290198671, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6630 in the centerline of Woerner-Temple Road;

thence South 84° 35' 46" West, with said centerline a distance of 512.92 feet to a point;

thence North 05° 24' 14" West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 123.79 feet to an iron pin set;

thence North 39° 51' 28" East, crossing said City of Dublin, Ohio tract, a distance of 93.30 feet to an iron pin set;

thence South 46° 36' 57" East, continuing across said City of Dublin, Ohio tract, a distance of 87.30 feet to the True Point of Beginning, containing 0.093 acre of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 4 OCT 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK.Lm00000

0-75-J
Split
0.093 Acres
out of



PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT.

0.856 ACRE



Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 778.82 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 1073.37 feet to an iron pin set in a westerly line of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 04° 18' 03" East, a distance of 67.51 feet to an iron pin set at a corner thereof;

South 19° 41' 55" West, a distance of 481.79 feet to an iron pin set at a corner thereof; and

South 01° 38' 14" West, a distance of 260.00 feet to an iron pin set at a corner thereof;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

North 31° 25' 32" West, a distance of 289.65 feet to an iron pin set;

North 84° 27' 52" East, a distance of 120.45 feet to an iron pin set; and

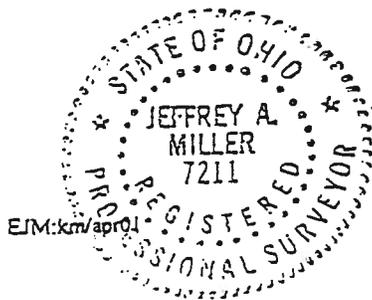
North 20° 34' 11" East, a distance of 557.57 feet to the True Point of Beginning, containing 0.856 acre of land, more or less.

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

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

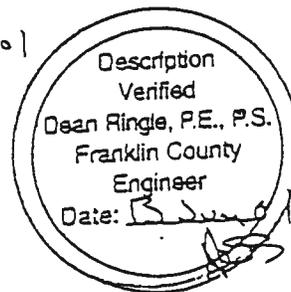
Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Handwritten signature of Jeffrey A. Miller and the date '6-13-01'.

Jeffrey A. Miller
Registered Surveyor No. 7211



0-110-F
Split
0.856 Acres
out of
(274)
300

0.323 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 733.85 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 559.27 feet to an iron pin set in a westerly line of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 67° 58' 19" West, a distance of 473.70 feet to an iron pin set at a point of curvature to the left;

Southwesterly with the arc of said curve (Delta = 58° 56' 53", Radius = 75.00 feet) a chord bearing and distance of South 38° 29' 52" West, 73.80 feet to an iron pin set;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

North 09° 01' 26" East, a distance of 104.64 feet to an iron pin set; and

North 74° 15' 36" East, a distance of 486.90 feet to the True Point of Beginning, containing 0.323 acre of land, more or less.

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

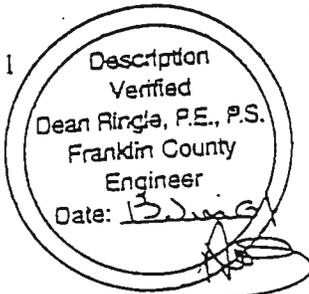
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211



0-110-F
Split
0.323 Acre
out of
(274)
300

0.609 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 837.74 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 50.00 feet to an iron pin set at a northwesterly corner of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, in the southerly right-of-way line of said Shier Rings Road, the True Point of Beginning for this description;

thence South 04° 18' 03" East, with a westerly line of said City of Dublin, Ohio tract, a distance of 160.00 feet to an iron pin set at a corner thereof;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

South 85° 41' 57" West, a distance of 164.37 feet to an iron pin set; and

North 05° 13' 16" West, a distance of 160.02 feet to an iron pin set in said southerly right-of-way line;

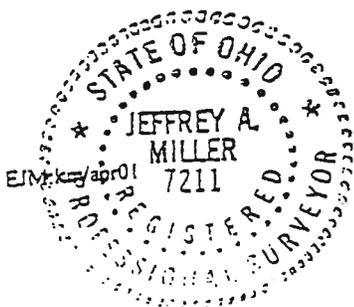
thence North 85° 41' 55" East, with said southerly right-of-way line a distance of 166.94 feet to the True Point of Beginning, containing 0.609 acre of land, more or less.

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

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

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211



0-110 - F
Split
0.609 Acres
out of
(274)
300



0.006 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453 and being out of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 1351.91 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 2972.22 feet to an iron pin set at a corner of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence North 52° 09' 26" East, with an easterly line of said Edwards Golf Communities, LLC. tract a distance of 37.84 feet to an iron pin set;

thence southwesterly across City of Dublin, Ohio tract, with the arc of a curve to the right (Delta = 05° 31' 55", Radius = 512.55 feet) a chord bearing and distance of South 37° 58' 06" West, 49.47 feet to an iron pin set in an easterly line of said Edwards Golf Communities, LLC tract;

thence North 02° 00' 49" East, with said easterly line, a distance of 15.80 feet to the True Point of Beginning, containing 0.006 acre of land, more or less.

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

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

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: 13 June (BY: *AW*)

0.352 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract of land conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 2073.92 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 1695.75 feet to an iron pin set in a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 37° 32' 35" East, a distance of 6.49 feet to an iron pin set at a corner thereof;

South 09° 40' 13" East, a distance of 85.00 feet to an iron pin set at a corner thereof;

South 05° 15' 38" East, a distance of 1440.00 feet to an iron pin set at a corner thereof;

South 39° 57' 16" West, a distance of 49.68 feet to an iron pin set at a corner thereof; and

South 85° 10' 09" West, a distance of 9.93 feet to an iron pin set;

thence across said City of Dublin, Ohio tract, the following courses and distances:

North 39° 57' 16" East, a distance of 49.57 feet to an iron pin set; and

North 05° 15' 38" West, a distance of 1530.23 feet to the True Point of Beginning, containing 0.352 acre of land, more or less.

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

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

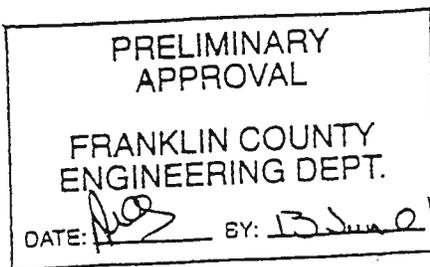
Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Handwritten signature of Jeffrey A. Miller with the date '6-13-0' written next to it.

Jeffrey A. Miller
Registered Surveyor No. 7211



0.255 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract of land conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 2065.78 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 3325.85 feet to an iron pin set in a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

North 85° 09' 04" East, a distance of 10.07 feet to an iron pin set at a corner thereof;

South 50° 02' 44" East, a distance of 49.31 feet to an iron pin set at a corner thereof;

South 05° 15' 38" East, a distance of 938.64 feet to an iron pin set at a corner thereof;

South 22° 23' 27" West, a distance of 177.01 feet to an iron pin set at a corner thereof;

South 43° 56' 42" West, a distance of 174.71 feet to an iron pin set at a corner thereof; and

South 68° 32' 56" West, a distance of 2.73 feet to an iron pin set;

thence across said City of Dublin, Ohio tract, the following courses and distances:

North 43° 36' 23" East, a distance of 172.69 feet to an iron pin set;

North 20° 50' 29" East, a distance of 174.96 feet to an iron pin set;

North 05° 15' 38" West, a distance of 939.63 feet to an iron pin set; and

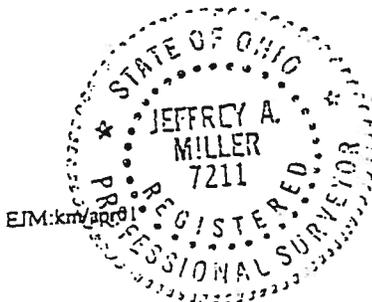
North 50° 02' 44" West, a distance of 49.41 feet to the True Point of Beginning, containing 0.255 acre of land, more or less.

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

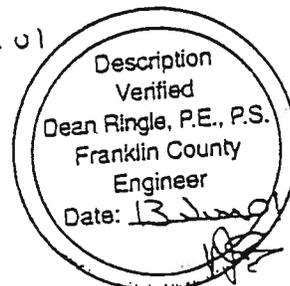
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller
Registered Surveyor No. 7211



0-110-C+E
Split
0.255 Acres
out of the
Combination of
(274)
294
+
339



1.255 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 6953, and being 1.255 acres of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road being located North 84° 49' 49" East, a distance of 420.08 feet from Franklin County Geodetic Survey Monument Box Number 2210 at the centerline intersection of said Woerner-Temple Road and Cosgray Road;

thence North 05° 10' 11" West, a distance of 30.00 feet to an iron pin found in the northerly right-of-way line of Woerner-Temple Road at the southwesterly Corner of that 92.263 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 84° 49' 49" East, being along said northerly right-of-way line, a distance of 964.78 feet to an iron pin found at a southeasterly corner of said 92.263 acre tract;

thence South 05° 29' 29" East, crossing said road, a distance of 60.00 feet to an iron pin found in the southerly right-of-way line of said road at the northeasterly corner of that 5.347 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 84° 49' 49" West, being along the southerly right-of-way line of said Woerner-Temple Road, a distance of 857.76 feet to an iron pin found at the northwesterly corner of said 5.347 acre tract;

thence North 05° 10' 11" West, a distance of 30.00 feet to a mag nail set in the centerline of Woerner-Temple Road;

thence South 84° 49' 49" West, being along the centerline of said road, a distance of 107.35 feet to the place of beginning containing 1.255 acres of land more or less.

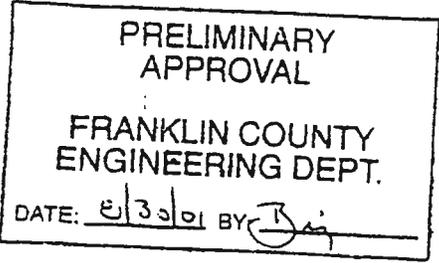
Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill
James R. Hill
Registered Surveyor No. 6919

JRH:tm/aug01



* Close - Only

0.528 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.528 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road, being located North 84° 35' 46" East, a distance of 702.72 feet from Franklin County Geodetic Survey Monument Box Number 6629;

thence North 84° 35' 46" East, being along said centerline, a distance of 5.77 feet to a mag nail set;

thence North 05° 24' 14" West, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of said road;

thence North 84° 35' 46" East, being along the northerly right-of-way line of said road, a distance of 391.81 feet to an iron pin set;

thence South 39° 51' 28" West, a distance of 6.73 feet to a mag nail set;

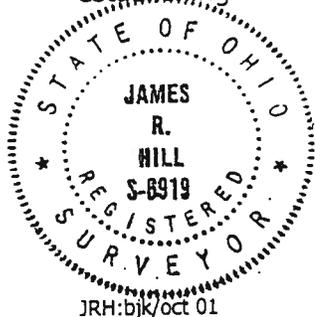
thence South 09° 01' 20" West, a distance of 57.07 feet to an iron pin set in the southerly right-of-way line of said road;

thence South 84° 35' 46" West, being along the southerly right-of-way line of said road, a distance of 378.59 feet to an iron pin found at the northwesterly corner of that 13.067 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 20011210236365;

thence North 05° 24' 14" West, a distance of 30.00 feet to the place of beginning, containing 0.528 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill 10-8-01
James R. Hill
Registered Surveyor No. 6919

PRELIMINARY APPROVAL	
FRANKLIN COUNTY ENGINEERING DEPT.	
DATE: <u>10/10/01</u>	BY: <u>[Signature]</u>

For Closure only

0.118 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.118 acre of that tract of land conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning at a mag nail set in Woerner-Temple Road, being located North 53° 21' 07" West, a distance of 32.90 feet from Franklin County Geodetic Survey Monument Box Number 6630;

thence South 85° 14' 02" West, a distance of 330.00 feet to a mag nail set at a point of curvature to the left;

thence with the arc of said curve (Delta = 41° 50' 59", Radius = 175.00 feet) a chord bearing and distance of South 64° 18' 32" West, 125.00 feet to a mag nail set;

thence North 46° 36' 57" West, a distance of 63.32 feet to an iron pin set in the northerly right-of-way line of said road;

thence North 84° 35' 46" East, being along the northerly right-of-way line of said road, a distance of 497.09 feet to an iron pin set at the southeasterly corner of that 92.263 acre tract conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200111210236365;

thence South 40° 14' 02" West, a distance of 11.39 feet to the place of beginning, containing 0.118 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

PRELIMINARY
APPROVAL

FRANKLIN COUNTY
ENGINEERING DEPT.

DATE: *10/2/2001* BY: *BWM*

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Matthew A Kirk 11 OCT 01

Matthew A. Kirk
Registered Surveyor No. 7865

Close only - check adjacent instrument numbers.



0.664 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.664 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at an iron pin set in the existing southerly right-of-way line of Woerner-Temple Road at the northwesterly corner of that 2.512 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 16° 18' 52" East, crossing said Woerner-Temple Road, a distance of 64.80 feet to an iron pin set in the northerly right-of-way at the southwesterly corner of that 41.273 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 84° 07' 14" East, being along the northerly right-of-way line of Woerner-Temple Road, a distance of 294.83 feet to an iron pin found at a point of curvature of a curve to the right;

thence southeasterly continuing along said right-of-way on the arc of said curve (Delta = 32° 37' 55", Radius = 302.84 feet) a chord bearing and distance of South 79° 33' 39" East, 170.16 feet to an iron pin set at the southeasterly corner of said 41.273 acre tract;

thence South 05° 15' 38" East, crossing said Woerner-Temple Road, a distance of 74.58 feet to an iron pin set in the southerly right-of-way line of said road at the northeasterly corner of said 2.512 acre tract;

thence northwesterly along the southerly right-of-way line of said Woerner-Temple Road on the arc of a curve to the left (Delta = 42° 00' 11", Radius = 242.84 feet) a chord bearing and distance of North 74° 52' 31" West, 174.06 feet to an iron pin found at a point of tangency;

thence South 84° 07' 14" West, continuing along said right-of-way, a distance of 319.30 feet to the place of beginning, containing 0.664 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill

James R. Hill
Registered Surveyor No. 6919

JRH:tm/aug01

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: 8/30/01 BY: <i>JRH</i>

* Close only

0.045 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.045 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the northeasterly corner of that 23.598 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 84° 07' 14" West with said southerly right-of-way line, a distance of 92.15 feet to an iron pin set;

thence with the arc of a curve to the left (Delta = 02° 30' 16", Radius = 512.55 feet) a chord bearing and distance of North 36° 28' 10" East, 22.40 feet to a mag nail set;

thence North 52° 09' 26" East, a distance of 42.16 feet to a mag nail set;

thence with the arc of a curve to the right (Delta = 03° 18' 44", Radius = 865.00 feet) a chord bearing and distance of South 52° 47' 52" East, 50.00 feet to a mag nail set;

thence South 51° 08' 29" East, a distance of 6.71 feet to the place of beginning containing 0.045 acre of land, more or less.

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

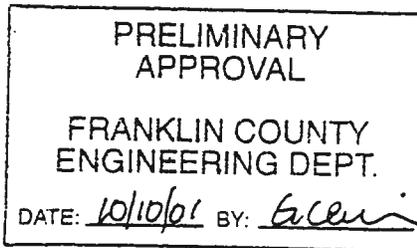
The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill 10-9-01
James R. Hill
Registered Surveyor No. 6919



JRH:tb/Oct01



For closure only

0.878 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 6953, and being 0.878 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at an iron pin found in the southerly right-of-way line of Woerner-Temple Road at the northwesterly corner of that 21.710 acre tract as conveyed to the City of Dublin, Ohio by deed or record in Instrument Number 200011210236365;

thence North 30° 43' 38" East, crossing said road, a distance of 61.05 feet to an iron pin found in the northerly right-of-way line of Woerner-Temple Road at a southwesterly corner of that 92.263 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence southeasterly along said right-of-way along the arc of a curve to the right (Delta = 43° 36' 02", Radius = 302.84 feet) a chord bearing and distance of South 47° 00' 14" East, 224.93 feet to an iron pin found at a point of tangency;

thence South 25° 23' 48" East, continuing along said northerly right-of-way, a distance of 104.06 feet to an iron pin found at a point of curvature of a curve to the left;

thence southeasterly, continuing along said northerly right-of-way along the arc of said curve, (Delta = 67° 12' 04", Radius = 242.84 feet) a chord bearing and distance of South 58° 59' 40" East, 268.78 feet to an iron pin found in the easterly line of Virginia Military Survey Number 6953 at a southeasterly corner of said 92.263 acre tract;

thence South 03° 45' 37" East, crossing Woerner-Temple Road along said easterly line, a distance of 60.01 feet to an iron pin found in the southerly right-of-way line of said road at the northeasterly corner of said 21.710 acre tract;

thence northwesterly, being along the northerly right-of-way line of said Woerner-Temple Road on the arc of a curve to the right, (Delta = 67° 25' 55", Radius = 302.84 feet) a chord bearing and distance of North 59° 06' 36" West, 336.20 feet to an iron pin found at a point of tangency;

thence North 25° 23' 47" West, continuing along said northerly right-of-way, a distance of 104.17 feet to an iron pin found at a point of curvature of a curve to the left;

thence northwesterly, continuing along said northerly right-of-way, on the arc of said curve (Delta = 46° 00' 28", Radius = 242.84 feet) a chord bearing and distance of North 48° 11' 11" West, 189.80 feet to the place of beginning, containing 0.878 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill
James R. Hill
Registered Surveyor No. 6919

PRELIMINARY
APPROVAL

FRANKLIN COUNTY
ENGINEERING DEPT.

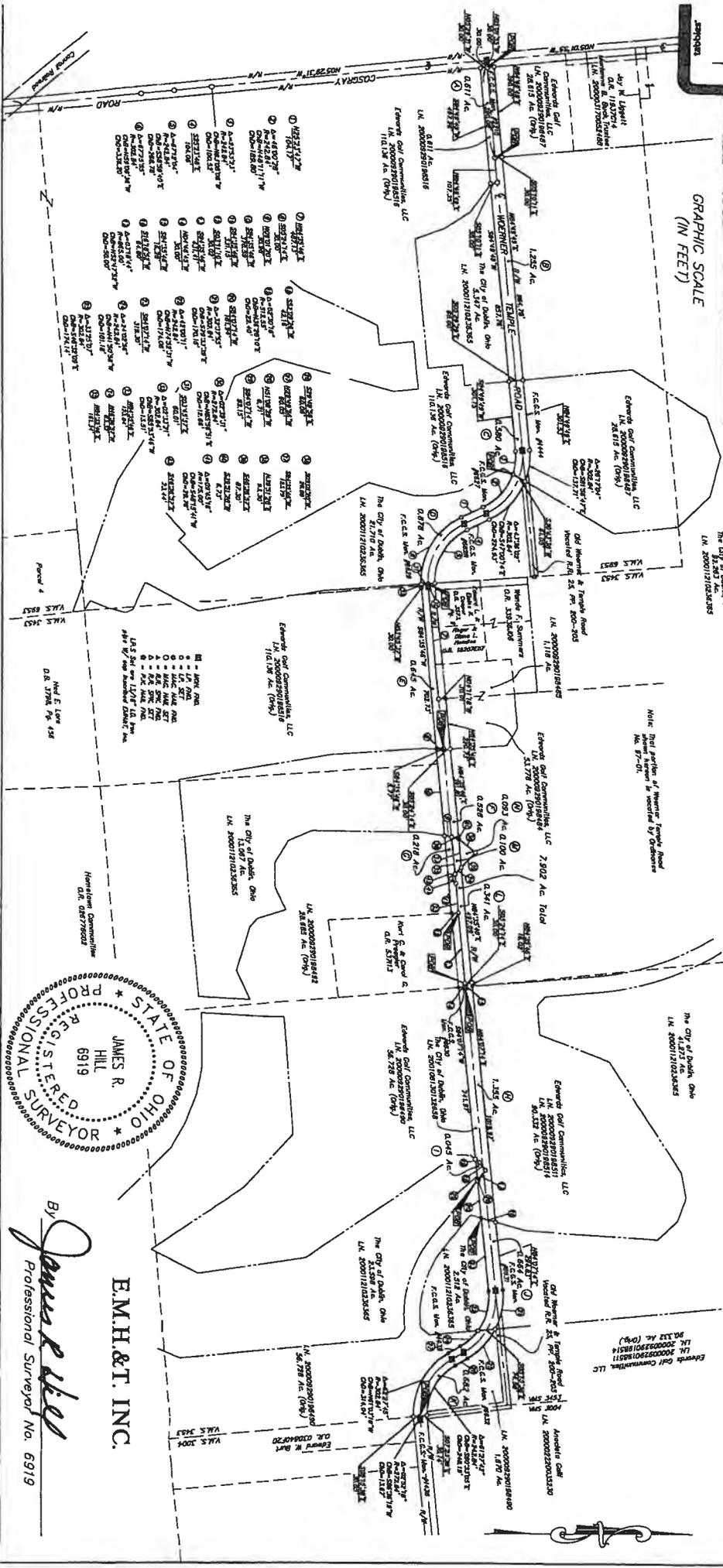
DATE: 8/30/01 BY: *BJ*

JRH:tm/aug01

* 0105 - 2 out

SURVEY OF ACREAGE PARCELS
 LOCATED IN
 VIRGINIA MILITARY SURVEY NOS. 3453 & 6953
 CITY OF DUBLIN, DELAWARE COUNTY, OHIO

OCTOBER 17, 2001

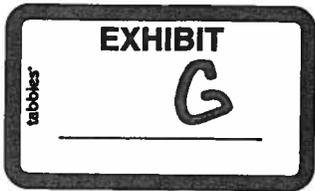


STATE OF OHIO
 REGISTERED PROFESSIONAL SURVEYOR
 JAMES R. HILL
 6919

By *James R. Hill*
 Professional Surveyor No. 6919

E.M.H.&T. INC.

EDWARDS LAND COMPANY / 20010936.01 / 1936B/V5A



92.263 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290111171, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210, at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 420.08 feet to a point;

thence North 05° 10' 11" West, leaving said centerline, a distance of 30.00 feet to an iron pin set at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North 05° 01' 56" West, a distance of 1189.58 feet to an iron pin set;

North 18° 17' 34" East, a distance of 166.17 feet to an iron pin set;

North 40° 11' 44" East, a distance of 164.93 feet to an iron pin set;

North 64° 04' 01" East, a distance of 164.88 feet to an iron pin set;

North 84° 45' 03" East, a distance of 91.60 feet to an iron pin set;

South 05° 14' 57" East, a distance of 107.25 feet to an iron pin set;

South 19° 36' 38" East, a distance of 380.00 feet to an iron pin set;

South 38° 31' 19" East, a distance of 140.09 feet to an iron pin set;

South 73° 20' 47" East, a distance of 170.00 feet to an iron pin set;

North 71° 34' 12" East, a distance of 139.19 feet to an iron pin set;

North 51° 28' 10" East, a distance of 550.00 feet to an iron pin set;

North 28° 07' 43" East, a distance of 110.60 feet to an iron pin set;

South 65° 30' 15" East, a distance of 161.25 feet to an iron pin set;

North 84° 45' 03" East, a distance of 280.00 feet to an iron pin set;

South 05° 14' 57" East, a distance of 185.00 feet to an iron pin set;

South 35° 37' 14" East, a distance of 170.00 feet to an iron pin set;

South 59° 47' 16" East, a distance of 150.00 feet to an iron pin set;

South 83° 46' 13" East, a distance of 145.00 feet to an iron pin set;

92.263 ACRES

-2-

North 72° 31' 09" East, a distance of 185.00 feet to an iron pin set;
North 40° 43' 05" East, a distance of 235.00 feet to an iron pin set;
North 70° 42' 53" East, a distance of 123.69 feet to an iron pin set;
North 30° 30' 17" East, a distance of 154.03 feet to an iron pin set;
North 05° 14' 57" West, a distance of 180.00 feet to an iron pin set;
North 22° 29' 26" West, a distance of 151.82 feet to an iron pin set;
North 69° 20' 02" East, a distance of 175.00 feet to an iron pin set;
North 27° 52' 12" East, a distance of 180.00 feet to an iron pin set on the arc of a curve to the left;
with the arc of said curve (Delta = 13° 14' 07", Radius = 1535.00 feet) a chord bearing and distance of
South 24° 48' 29" East, 353.80 feet to an iron pin set;
South 31° 25' 32" East, a distance of 788.60 feet to an iron pin set at a point of curvature to the right;
with the arc of said curve (Delta = 26° 39' 34", Radius = 1165.00 feet) a chord bearing and distance of
South 18° 05' 45" East, 537.19 feet to an iron pin set;
South 04° 45' 58" East, a distance of 510.00 feet to an iron pin set; and
South 40° 14' 02" West, a distance of 23.95 feet to an iron pin set in the northerly right-of-way line of
Woerner-Temple Road;
thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 1012.70 feet to an iron
pin set;
thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:
North 03° 45' 37" West, a distance of 241.29 feet to an iron pin set;
North 58° 30' 52" West, a distance of 89.27 feet to an iron pin set;
South 84° 35' 46" West, a distance of 150.00 feet to an iron pin found;
North 04° 11' 18" West, a distance of 97.10 feet to an iron pin set;
South 85° 01' 58" West, a distance of 496.54 feet to an iron pin set; and
South 03° 45' 37" East, a distance of 395.52 feet to an iron pin set in the northerly right-of-way line of
Woerner-Temple Road;
thence with said northerly right-of-way line, the following courses and distances:
with the arc of a curve to the right (Delta = 67° 12' 05", Radius = 242.84 feet) a chord bearing and distance
of North 58° 59' 41" West, 268.78 feet to an iron pin set;

92.263 ACRES

-3-

North 25° 23' 47" West, a distance of 104.06 feet to an iron pin set at a point of curvature to the left, and with the arc of said curve (Delta = 43° 36' 02", Radius = 302.84 feet) a chord bearing and distance of North 47° 00' 14" West, 224.93 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract the following courses and distances:

North 30° 43' 44" East, a distance of 439.30 feet to an iron pin set;

North 05° 43' 01" West, a distance of 280.00 feet to an iron pin set;

North 43° 29' 02" West, a distance of 190.00 feet to an iron pin set;

North 74° 51' 00" West, a distance of 180.00 feet to an iron pin set;

South 69° 52' 44" West, a distance of 180.00 feet to an iron pin set;

South 32° 34' 51" West, a distance of 380.00 feet to an iron pin set; and

South 05° 29' 31" East, a distance of 469.03 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road;

thence South 84° 49' 49" West, with said northerly right-of-way line, a distance of 964.78 feet to the True Point of Beginning, containing 92.263 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:kml/scpt00

0-11-B
All of
(273)
10482



PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT.
DATE: 28 SEP 00 BY: *[Signature]*

Description
Verified
Dean Ringle, P.E., P.S.
Franklin County
Engineer
Date: 21 NOV 00

41.273 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 201009290198679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence North $05^{\circ} 52' 46''$ West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road for this description;

thence South $84^{\circ} 07' 14''$ West, with said northerly right of way line, a distance of 294.82 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North $16^{\circ} 18' 52''$ East, a distance of 132.58 feet to an iron pin set;

North $03^{\circ} 47' 43''$ East, a distance of 570.00 feet to an iron pin set;

North $43^{\circ} 22' 12''$ West, a distance of 120.00 feet to an iron pin set;

North $70^{\circ} 10' 12''$ West, a distance of 105.00 feet to an iron pin set;

South $79^{\circ} 14' 40''$ West, a distance of 110.00 feet to an iron pin set;

South $56^{\circ} 14' 32''$ West, a distance of 570.00 feet to an iron pin set;

South $21^{\circ} 23' 44''$ West, a distance of 320.00 feet to an iron pin set;

South $85^{\circ} 14' 02''$ West, a distance of 127.00 feet to an iron pin set;

North $49^{\circ} 45' 58''$ West, a distance of 49.50 feet to an iron pin set;

North $04^{\circ} 45' 58''$ West, a distance of 222.08 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = $26^{\circ} 39' 34''$, Radius = 1235.80 feet) a chord bearing and distance of North $18^{\circ} 05' 45''$ West, 569.47 feet to an iron pin set;

North $01^{\circ} 38' 14''$ East, a distance of 260.00 feet to an iron pin set;

North $19^{\circ} 41' 55''$ East, a distance of 481.79 feet to an iron pin set;

North $04^{\circ} 18' 03''$ West, a distance of 280.00 feet to an iron pin set;

South $88^{\circ} 04' 19''$ West, a distance of 476.64 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = $159^{\circ} 54' 00''$, Radius = 75.00 feet) a chord bearing and distance of North $11^{\circ} 58' 41''$ West, 147.70 feet to an iron pin set;

North $67^{\circ} 58' 19''$ East, a distance of 750.47 feet to an iron pin set;

North $04^{\circ} 18' 03''$ West, a distance of 265.00 feet to an iron pin set;

South $85^{\circ} 41' 57''$ West, a distance of 160.00 feet to an iron pin set;

41.273 ACRES

-2-

North 04° 18' 03" West, a distance of 160.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 671.13 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 285.00 feet to an iron pin set;
 South 85° 41' 57" West, a distance of 270.00 feet to an iron pin set;
 South 52° 20' 08" West, a distance of 170.00 feet to an iron pin set;
 South 15° 45' 27" West, a distance of 140.00 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 600.00 feet to an iron pin set;
 South 09° 29' 55" West, a distance of 585.00 feet to an iron pin set;
 South 43° 39' 00" East, a distance of 195.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 140.00 feet to an iron pin set;
 North 52° 07' 15" East, a distance of 720.00 feet to an iron pin set;
 South 72° 59' 01" East, a distance of 235.00 feet to an iron pin set;
 South 37° 32' 35" East, a distance of 155.00 feet to an iron pin set;
 South 09° 40' 13" East, a distance of 85.00 feet to an iron pin set; and

South 15° 15' 38" East, a distance of 1155.58 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road on the arc of a curve to the left;

thence with said northerly right-of-way line and with the arc of said curve (Delta = 32° 37' 55", Radius = 302.84 feet) a chord bearing and distance of North 79° 33' 40", 170.16 feet to the True Point of Beginning, containing 41.273 acres of land, more or less.

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

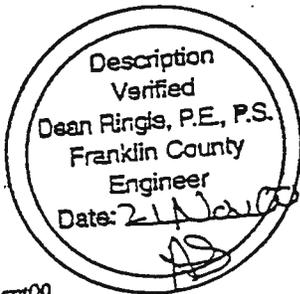
Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

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PRELIMINARY APPROVAL

FRANKLIN COUNTY ENGINEERING DEPT.

DATE: 27 SEP 00 BY: *MAK*



13.067 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 20009210198679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6629, in the centerline of Woerner-Temple Road;

thence North $84^{\circ} 35' 46''$ East, with said centerline, a distance of 702.73 feet to a point;

South $05^{\circ} 24' 14''$ East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North $84^{\circ} 35' 46''$ East, with said northerly right-of-way line, a distance of 378.59 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $09^{\circ} 01' 20''$ West, a distance of 97.25 feet to an iron pin set;

South $00^{\circ} 58' 32''$ East, a distance of 260.00 feet to an iron pin set;

South $02^{\circ} 55' 30''$ West, a distance of 220.00 feet to an iron pin set;

South $23^{\circ} 26' 34''$ East, a distance of 110.00 feet to an iron pin set;

South $58^{\circ} 37' 34''$ East, a distance of 110.00 feet to an iron pin set;

North $89^{\circ} 01' 28''$ East, a distance of 105.00 feet to an iron pin set;

North $63^{\circ} 40' 42''$ East, a distance of 105.00 feet to an iron pin set;

South $17^{\circ} 25' 25''$ East, a distance of 130.00 feet to an iron pin set;

South $48^{\circ} 42' 14''$ East, a distance of 45.00 feet to an iron pin set;

South $73^{\circ} 19' 05''$ East, a distance of 200.00 feet to an iron pin set;

North $65^{\circ} 15' 24''$ East, a distance of 140.00 feet to an iron pin set;

South $03^{\circ} 19' 41''$ West, a distance of 203.37 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = $00^{\circ} 33' 45''$, Radius = 1935.00 feet) a chord bearing and distance of South $03^{\circ} 02' 48''$ West, 19.00 feet to an iron pin set;

South $84^{\circ} 49' 24''$ West, a distance of 940.00 feet to an iron pin set;

13.067 ACRES

-2-

North 09° 32' 28" West, a distance of 665.50 feet to an iron pin set;

North 03° 45' 37" West, a distance of 400.00 feet to an iron pin set; and

North 02° 34' 47" East, a distance of 53.90 feet to the True Point of Beginning, containing 13.067 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:krm/sept00

0-11-B

All of

(273)

10483



PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT

23.598 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 10009290198679 (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South $84^{\circ} 07' 14''$ West, with said centerline, a distance of 481.23 feet to a point;

thence South $05^{\circ} 52' 46''$ East, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of said Woerner-Temple Road at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $51^{\circ} 08' 29''$ East, a distance of 314.94 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = $43^{\circ} 41' 22''$, Radius = 535.00 feet) a chord bearing and distance of South $72^{\circ} 59' 10''$ East, a distance of 398.14 feet to an iron pin set;

North $85^{\circ} 10' 09''$ East, a distance of 15.11 feet to an iron pin set;

South $50^{\circ} 02' 44''$ East, a distance of 49.31 feet to an iron pin set;

South $05^{\circ} 15' 38''$ East, a distance of 938.64 feet to an iron pin set;

South $22^{\circ} 23' 26''$ West, a distance of 177.01 feet to an iron pin set;

South $43^{\circ} 56' 42''$ West, a distance of 174.70 feet to an iron pin set;

South $68^{\circ} 32' 52''$ West, a distance of 174.70 feet to an iron pin set;

North $86^{\circ} 50' 58''$ West, a distance of 174.70 feet to an iron pin set;

North $62^{\circ} 44' 12''$ West, a distance of 175.04 feet to an iron pin set;

North $45^{\circ} 00' 00''$ West, a distance of 318.63 feet to an iron pin set;

North $61^{\circ} 36' 50''$ West, a distance of 122.97 feet to an iron pin set;

North $68^{\circ} 45' 54''$ West, a distance of 122.14 feet to an iron pin set;

North $77^{\circ} 48' 56''$ West, a distance of 122.43 feet to an iron pin set;

South $89^{\circ} 08' 22''$ West, a distance of 234.98 feet to an iron pin set;

23.598 ACRES

-2-

North 03° 19' 41" East, a distance of 228.37 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta 03° 43' 16", Radius = 1925.00 feet) a chord bearing and distance of North 01° 28' 03" East, 125.00 feet to an iron pin set;

North 85° 14' 02" East, a distance of 505.00 feet to an iron pin set;

South 47° 11' 42" East, a distance of 307.26 feet to an iron pin set;

South 34° 29' 19" East, a distance of 481.27 feet to an iron pin set;

North 27° 00' 54" East, a distance of 225.00 feet to an iron pin set;

North 08° 21' 28" West, a distance of 465.00 feet to an iron pin set;

North 34° 15' 58" West, a distance of 790.00 feet to an iron pin set;

North 02° 03' 32" East, a distance of 75.00 feet to an iron pin set; and

North 52° 09' 26" East, a distance of 6.55 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North 84° 07' 14" East, with said southerly right-of-way line, a distance of 103.60 feet to the True Point of Beginning, containing 23.598 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:jcm/sepr00

0-11-B

All of
(273)

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+

All of
(274)

294



PRELIMINARY
APPROVAL
FRANKLIN COUNTY

2.512 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~20004290198679~~ (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South $05^{\circ} 52' 46''$ East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line, and with the arc of a curve to the right (Delta = $42^{\circ} 00' 11''$, Radius = 242.84 feet) a chord bearing and distance of South $74^{\circ} 52' 32''$ East, 174.06 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $05^{\circ} 15' 38''$ East, a distance of 209.84 feet to an iron pin set;

South $39^{\circ} 57' 16''$ West, a distance of 49.68 feet to an iron pin set;

South $85^{\circ} 10' 09''$ West, a distance of 14.06 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = $43^{\circ} 41' 22''$, Radius = 465.00 feet) a chord bearing and distance of North $72^{\circ} 59' 10''$ West, 346.05 feet to an iron pin set;

North $51^{\circ} 08' 29''$ West, a distance of 181.66 feet to an iron pin set; and

North $16^{\circ} 18' 52''$ East, a distance of 47.62 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North $84^{\circ} 07' 14''$ East, with said southerly right-of-way line, a distance of 319.30 feet to the True Point of Beginning, containing 2.512 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South $85^{\circ} 44' 20''$ East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865



*City of Dublin
No plat required
Bubac M. Clark 11/26/00*

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(273)
10485*



5.347 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 20004290186171, (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210 at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 527.43 feet to a point;

thence South 05° 10' 11" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North 84° 49' 49" East, with said northerly right-of-way line, a distance of 857.76 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 05° 29' 31" East, a distance of 190.97 feet to an iron pin set;

South 84° 30' 29" West, a distance of 90.00 feet to an iron pin set;

South 05° 29' 31" East, a distance of 150.00 feet to an iron pin set;

South 84° 30' 29" West, a distance of 560.00 feet to an iron pin set;

North 19° 10' 25" West, a distance of 135.00 feet to an iron pin set;

North 32° 34' 15" West, a distance of 130.00 feet to an iron pin set;

North 53° 35' 35" West, a distance of 135.00 feet to an iron pin set; and

North 67° 07' 46" West, a distance of 18.36 feet to the True Point of Beginning, containing 5.347 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

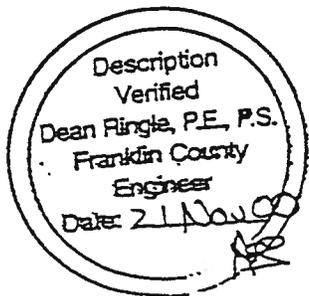
Matthew A Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

PRELIMINARY
APPROVAL

FRANKLIN COUNTY

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All of
(273)
10487



21.710 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 10000121014874 (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument 6628, in the centerline of Woerner-Temple Road;

thence South $64^{\circ} 36' 13''$ West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line and with the arc of a curve to the left (Delta = $67^{\circ} 25' 55''$, Radius = 302.84 feet) a chord bearing and distance of South $59^{\circ} 06' 36''$ East, 336.20 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $03^{\circ} 45' 37''$ East, a distance of 424.47 feet to an iron pin set;

South $09^{\circ} 22' 43''$ East, a distance of 546.95 feet to an iron pin set;

South $28^{\circ} 59' 26''$ West, a distance of 254.69 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = $09^{\circ} 27' 21''$, Radius = 775.00 feet) a chord bearing and distance of South $65^{\circ} 44' 15''$ East, 127.76 feet to an iron pin set;

South $27^{\circ} 15' 25''$ East, a distance of 34.23 feet to an iron pin set;

South $15^{\circ} 57' 05''$ West, a distance of 81.58 feet to an iron pin set to a point of curvature to the right;

with the arc of said curve (Delta = $13^{\circ} 54' 40''$, Radius = 325.00 feet) a chord bearing and distance of South $22^{\circ} 54' 25''$ West, 78.71 feet to an iron pin set; and

South $60^{\circ} 08' 14''$ East, a distance of 50.00 feet to an iron pin set;

thence South $06^{\circ} 34' 07''$ East, with a westerly line of that tract conveyed to Ned E. Lare by deed of record in Deed Book 3798, Page 456, a distance of 50.00 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North $71^{\circ} 33' 52''$ West, a distance of 600.00 feet to an iron pin set;

North $56^{\circ} 55' 26''$ West, a distance of 825.00 feet to an iron pin set;

North $39^{\circ} 23' 06''$ West, a distance of 320.00 feet to an iron pin set;

21.710 ACRES

-2-

North 37° 50' 59" East, a distance of 120.00 feet to an iron pin set;

North 25° 08' 50" East, a distance of 357.66 feet to an iron pin set;

North 84° 30' 29" East, a distance of 85.00 feet to an iron pin set;

North 05° 29' 31" West, a distance of 150.00 feet to an iron pin set;

North 84° 30' 29" East, a distance of 205.00 feet to an iron pin set;

South 05° 29' 31" East, a distance of 110.00 feet to an iron pin set;

South 15° 24' 31" West, a distance of 533.07 feet to an iron pin set;

South 24° 06' 15" East, a distance of 186.41 feet to an iron pin set;

South 68° 21' 01" East, a distance of 452.43 feet to an iron pin set;

South 53° 16' 46" East, a distance of 211.95 feet to an iron pin set;

North 48° 50' 30" East, a distance of 122.42 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = 02° 47' 46", Radius = 775.00 feet) a chord bearing and distance of South 42° 33' 27" East, 37.82 feet to an iron pin set;

North 46° 02' 40" East, a distance of 178.62 feet to an iron pin set;

North 28° 33' 57" West, a distance of 790.00 feet to an iron pin set;

North 15° 59' 04" East, a distance of 201.02 feet to an iron pin set;

North 00° 13' 07" East, a distance of 100.50 feet to an iron pin set;

North 11° 12' 09" West, a distance of 100.50 feet to an iron pin set;

North 27° 47' 53" West, a distance of 210.77 feet to an iron pin set; and

North 30° 43' 44" East, a distance of 49.64 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence with said southerly right-of-way line and with the arc of a curve to the right (Delta = 46° 00' 28", Radius = 242.84 feet) a chord bearing and distance of South 48° 11' 11" East, 189.80 feet to an iron pin set;

21.710 ACRES

-3-

thence South 25° 23' 47" East, continuing with said southerly right-of-way line, a distance of 104.17 feet to the True Point of Beginning, containing 21.710 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

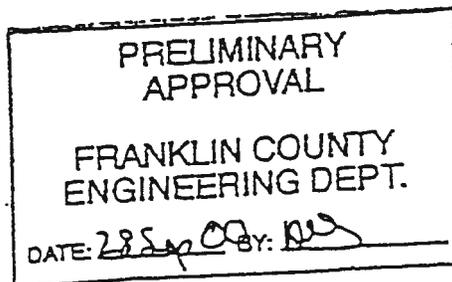
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:kam/sept00

0-11-B
All of
(273)
10484



0.856 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 778.82 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 1073.37 feet to an iron pin set in a westerly line of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 04° 18' 03" East, a distance of 67.51 feet to an iron pin set at a corner thereof;

South 19° 41' 55" West, a distance of 481.79 feet to an iron pin set at a corner thereof; and

South 01° 38' 14" West, a distance of 260.00 feet to an iron pin set at a corner thereof;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

North 31° 25' 32" West, a distance of 289.65 feet to an iron pin set;

North 84° 27' 52" East, a distance of 120.45 feet to an iron pin set; and

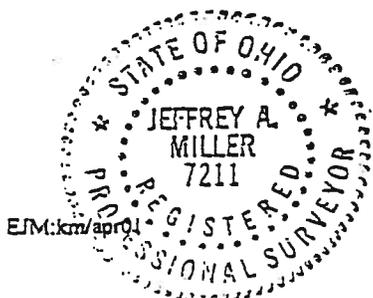
North 20° 34' 11" East, a distance of 557.57 feet to the True Point of Beginning, containing 0.856 acre of land, more or less.

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

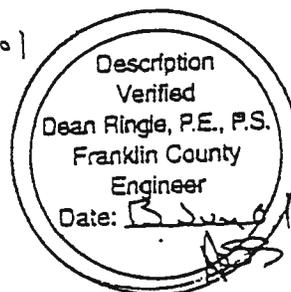
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Handwritten signature of Jeffrey A. Miller and date 6-13-01.



Handwritten notes: 0-110-F Split 0.856 Acres out of (274) 300

0.323 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 733.85 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 559.27 feet to an iron pin set in a westerly line of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 67° 58' 19" West, a distance of 473.70 feet to an iron pin set at a point of curvature to the left;

Southwesterly with the arc of said curve (Delta = 58° 56' 53", Radius = 75.00 feet) a chord bearing and distance of South 38° 29' 52" West, 73.80 feet to an iron pin set;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

North 09° 01' 26" East, a distance of 104.64 feet to an iron pin set; and

North 74° 15' 36" East, a distance of 486.90 feet to the True Point of Beginning, containing 0.323 acre of land, more or less.

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

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

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211



0-110-F
Split
0.323 Acre
out of
(274)
300

0.609 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 837.74 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 50.00 feet to an iron pin set at a northwesterly corner of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, in the southerly right-of-way line of said Shier Rings Road, the True Point of Beginning for this description;

thence South 04° 18' 03" East, with a westerly line of said City of Dublin, Ohio tract, a distance of 160.00 feet to an iron pin set at a corner thereof;

thence across said Edwards Golf Communities, LLC tract, the following courses and distances:

South 85° 41' 57" West, a distance of 164.37 feet to an iron pin set; and

North 05° 13' 16" West, a distance of 160.02 feet to an iron pin set in said southerly right-of-way line;

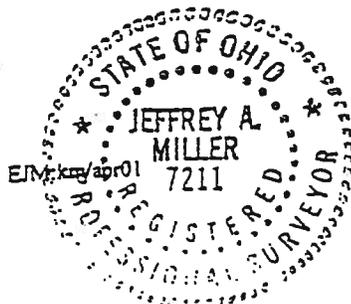
thence North 85° 41' 55" East, with said southerly right-of-way line a distance of 166.94 feet to the True Point of Beginning, containing 0.609 acre of land, more or less.

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

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

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211



0-110-F
Split
0.609 Acres
out of
(274)
300

1.255 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 6953, and being 1.255 acres of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road being located North 84° 49' 49" East, a distance of 420.08 feet from Franklin County Geodetic Survey Monument Box Number 2210 at the centerline intersection of said Woerner-Temple Road and Cosgray Road;

thence North 05° 10' 11" West, a distance of 30.00 feet to an iron pin found in the northerly right-of-way line of Woerner-Temple Road at the southwesterly Corner of that 92.263 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 84° 49' 49" East, being along said northerly right-of-way line, a distance of 964.78 feet to an iron pin found at a southeasterly corner of said 92.263 acre tract;

thence South 05° 29' 29" East, crossing said road, a distance of 60.00 feet to an iron pin found in the southerly right-of-way line of said road at the northeasterly corner of that 5.347 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 84° 49' 49" West, being along the southerly right-of-way line of said Woerner-Temple Road, a distance of 857.76 feet to an iron pin found at the northwesterly corner of said 5.347 acre tract;

thence North 05° 10' 11" West, a distance of 30.00 feet to a mag nail set in the centerline of Woerner-Temple Road;

thence South 84° 49' 49" West, being along the centerline of said road, a distance of 107.35 feet to the place of beginning containing 1.255 acres of land more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

James R. Hill

James R. Hill
Registered Surveyor No. 6919

JRH:tm/aug01

PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT.
DATE: 8/30/01 BY: *[Signature]*

* Close - 2 Only

0.528 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.528 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at a mag nail set in the centerline of Woerner-Temple Road, being located North 84° 35' 46" East, a distance of 702.72 feet from Franklin County Geodetic Survey Monument Box Number 6629;

thence North 84° 35' 46" East, being along said centerline, a distance of 5.77 feet to a mag nail set;

thence North 05° 24' 14" West, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of said road;

thence North 84° 35' 46" East, being along the northerly right-of-way line of said road, a distance of 391.81 feet to an iron pin set;

thence South 39° 51' 28" West, a distance of 6.73 feet to a mag nail set;

thence South 09° 01' 20" West, a distance of 57.07 feet to an iron pin set in the southerly right-of-way line of said road;

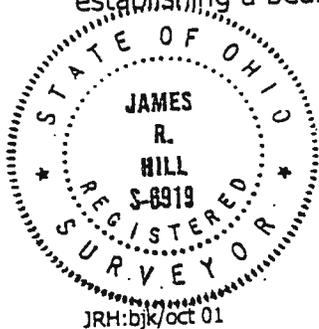
thence South 84° 35' 46" West, being along the southerly right-of-way line of said road, a distance of 378.59 feet to an iron pin found at the northwesterly corner of that 13.067 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 20011210236365;

thence North 05° 24' 14" West, a distance of 30.00 feet to the place of beginning, containing 0.528 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



James R. Hill
James R. Hill
Registered Surveyor No. 6919

10-8-01

PRELIMINARY APPROVAL	
FRANKLIN COUNTY ENGINEERING DEPT.	
DATE: <u>10/10/01</u>	BY: <u>[Signature]</u>

For Closure only

0.118 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.118 acre of that tract of land conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning at a mag nail set in Woerner-Temple Road, being located North 53° 21' 07" West, a distance of 32.90 feet from Franklin County Geodetic Survey Monument Box Number 6630;

thence South 85° 14' 02" West, a distance of 330.00 feet to a mag nail set at a point of curvature to the left;

thence with the arc of said curve (Delta = 41° 50' 59", Radius = 175.00 feet) a chord bearing and distance of South 64° 18' 32" West, 125.00 feet to a mag nail set;

thence North 46° 36' 57" West, a distance of 63.32 feet to an iron pin set in the northerly right-of-way line of said road;

thence North 84° 35' 46" East, being along the northerly right-of-way line of said road, a distance of 497.09 feet to an iron pin set at the southeasterly corner of that 92.263 acre tract conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200111210236365;

thence South 40° 14' 02" West, a distance of 11.39 feet to the place of beginning, containing 0.118 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: 10/2/2001 BY: BWM

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Matthew A Kirk 11 OCT 01

Matthew A. Kirk
Registered Surveyor No. 7865

Closure only - check adjacent instrument numbers.



0.664 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.664 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at an iron pin set in the existing southerly right-of-way line of Woerner-Temple Road at the northwesterly corner of that 2.512 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 16° 18' 52" East, crossing said Woerner-Temple Road, a distance of 64.80 feet to an iron pin set in the northerly right-of-way at the southwesterly corner of that 41.273 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence North 84° 07' 14" East, being along the northerly right-of-way line of Woerner-Temple Road, a distance of 294.83 feet to an iron pin found at a point of curvature of a curve to the right;

thence southeasterly continuing along said right-of-way on the arc of said curve (Delta = 32° 37' 55", Radius = 302.84 feet) a chord bearing and distance of South 79° 33' 39" East, 170.16 feet to an iron pin set at the southeasterly corner of said 41.273 acre tract;

thence South 05° 15' 38" East, crossing said Woerner-Temple Road, a distance of 74.58 feet to an iron pin set in the southerly right-of-way line of said road at the northeasterly corner of said 2.512 acre tract;

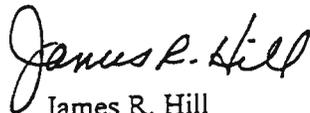
thence northwesterly along the southerly right-of-way line of said Woerner-Temple Road on the arc of a curve to the left (Delta = 42° 00' 11", Radius = 242.84 feet) a chord bearing and distance of North 74° 52' 31" West, 174.06 feet to an iron pin found at a point of tangency;

thence South 84° 07' 14" West, continuing along said right-of-way, a distance of 319.30 feet to the place of beginning, containing 0.664 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



James R. Hill
Registered Surveyor No. 6919

JRH:tm/aug01

PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT.
DATE: 8/31/01 BY: JRH

* 01.000 - 001

0.045 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 3453, and being 0.045 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the northeasterly corner of that 23.598 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence South 84° 07' 14" West with said southerly right-of-way line, a distance of 92.15 feet to an iron pin set;

thence with the arc of a curve to the left (Delta = 02° 30' 16", Radius = 512.55 feet) a chord bearing and distance of North 36° 28' 10" East, 22.40 feet to a mag nail set;

thence North 52° 09' 26" East, a distance of 42.16 feet to a mag nail set;

thence with the arc of a curve to the right (Delta = 03° 18' 44", Radius = 865.00 feet) a chord bearing and distance of South 52° 47' 52" East, 50.00 feet to a mag nail set;

thence South 51° 08' 29" East, a distance of 6.71 feet to the place of beginning containing 0.045 acre of land, more or less.

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

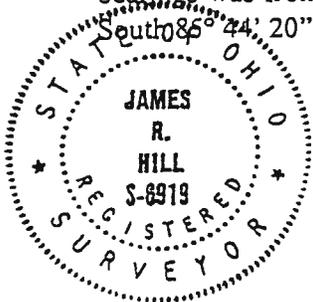
The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between the monuments.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

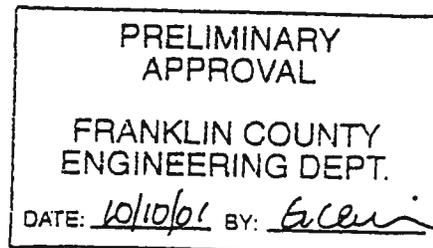
James R. Hill

10-9-01

James R. Hill
Registered Surveyor No. 6919



JRH:tb/Oct01



For closure only

0.878 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, being located in Virginia Military Survey Number 6953, and being 0.878 acre of that tract of land as conveyed to the City of Dublin by deed of record in Instrument Number 200106130132658, (all references being to records of the Recorder's Office, Franklin County, Ohio) and being more particularly bounded and described as follows:

Beginning at an iron pin found in the southerly right-of-way line of Woerner-Temple Road at the northwesterly corner of that 21.710 acre tract as conveyed to the City of Dublin, Ohio by deed or record in Instrument Number 200011210236365;

thence North 30° 43' 38" East, crossing said road, a distance of 61.05 feet to an iron pin found in the northerly right-of-way line of Woerner-Temple Road at a southwesterly corner of that 92.263 acre tract as conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200011210236365;

thence southeasterly along said right-of-way along the arc of a curve to the right (Delta = 43° 36' 02", Radius = 302.84 feet) a chord bearing and distance of South 47° 00' 14" East, 224.93 feet to an iron pin found at a point of tangency;

thence South 25° 23' 48" East, continuing along said northerly right-of-way, a distance of 104.06 feet to an iron pin found at a point of curvature of a curve to the left;

thence southeasterly, continuing along said northerly right-of-way along the arc of said curve, (Delta = 67° 12' 04", Radius = 242.84 feet) a chord bearing and distance of South 58° 59' 40" East, 268.78 feet to an iron pin found in the easterly line of Virginia Military Survey Number 6953 at a southeasterly corner of said 92.263 acre tract;

thence South 03° 45' 37" East, crossing Woerner-Temple Road along said easterly line, a distance of 60.01 feet to an iron pin found in the southerly right-of-way line of said road at the northeasterly corner of said 21.710 acre tract;

thence northwesterly, being along the northerly right-of-way line of said Woerner-Temple Road on the arc of a curve to the right, (Delta = 67° 25' 55", Radius = 302.84 feet) a chord bearing and distance of North 59° 06' 36" West, 336.20 feet to an iron pin found at a point of tangency;

thence North 25° 23' 47" West, continuing along said northerly right-of-way, a distance of 104.17 feet to an iron pin found at a point of curvature of a curve to the left;

thence northwesterly, continuing along said northerly right-of-way, on the arc of said curve (Delta = 46° 00' 28", Radius = 242.84 feet) a chord bearing and distance of North 48° 11' 11" West, 189.80 feet to the place of beginning, containing 0.878 acre of land, more or less.

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

The bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of FCGS Monument Numbers 5536 and 7752, establishing a bearing of South 85° 44' 20" East between said monuments.

PRELIMINARY
APPROVAL

FRANKLIN COUNTY
ENGINEERING DEPT.

DATE: 8/30/01 BY: *[Signature]*

JRH:tm/aug01

EVANS, MECHWART, HAMBLETON, & TILTON, INC.

[Signature]

James R. Hill
Registered Surveyor No. 6919

**EXCEPTING THEREFROM THE
FOLLOWING DESCRIBED PARCELS**

0.006 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453 and being out of that tract conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument No. 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North $85^{\circ} 41' 57''$ East, with said centerline of Shier Rings Road, a distance of 1351.91 feet to a point;

thence South $04^{\circ} 18' 03''$ East, leaving said centerline, a distance of 2972.22 feet to an iron pin set at a corner of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence North $52^{\circ} 09' 26''$ East, with an easterly line of said Edwards Golf Communities, LLC. tract a distance of 37.84 feet to an iron pin set;

thence southwesterly across City of Dublin, Ohio tract, with the arc of a curve to the right (Delta = $05^{\circ} 31' 55''$, Radius = 512.55 feet) a chord bearing and distance of South $37^{\circ} 58' 06''$ West, 49.47 feet to an iron pin set in an easterly line of said Edwards Golf Communities, LLC tract;

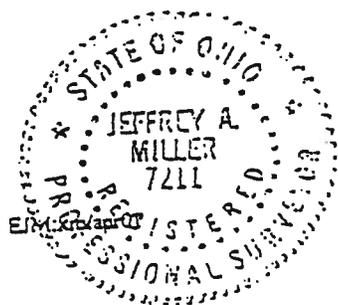
thence North $02^{\circ} 00' 49''$ East, with said easterly line, a distance of 15.80 feet to the True Point of Beginning, containing 0.006 acre of land, more or less.

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

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

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South $85^{\circ} 44' 20''$ East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller 6-13-01
Jeffrey A. Miller
Registered Surveyor No. 7211

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: <u>13 June</u> (BY: <u>AWS</u>)

0.352 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract of land conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 2073.92 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 1695.75 feet to an iron pin set in a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

South 37° 32' 35" East, a distance of 6.49 feet to an iron pin set at a corner thereof;

South 09° 40' 13" East, a distance of 85.00 feet to an iron pin set at a corner thereof;

South 05° 15' 38" East, a distance of 1440.00 feet to an iron pin set at a corner thereof;

South 39° 57' 16" West, a distance of 49.68 feet to an iron pin set at a corner thereof; and

South 85° 10' 09" West, a distance of 9.93 feet to an iron pin set;

thence across said City of Dublin, Ohio tract, the following courses and distances:

North 39° 57' 16" East, a distance of 49.57 feet to an iron pin set; and

North 05° 15' 38" West, a distance of 1530.23 feet to the True Point of Beginning, containing 0.352 acre of land, more or less.

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

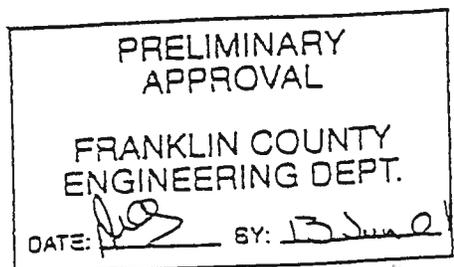
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller
Registered Surveyor No. 7211
6-13-0



0.255 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, and being out of that tract of land conveyed to City of Dublin, Ohio by deed of record in Instrument Number 200011210236365, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 7752, marking the centerline intersection of Eiterman Road with Shier Rings Road;

thence North 85° 41' 57" East, with said centerline of Shier Rings Road, a distance of 2065.73 feet to a point;

thence South 04° 18' 03" East, leaving said centerline, a distance of 3325.85 feet to an iron pin set in a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198679, the True Point of Beginning for this description;

thence with said westerly line, the following courses and distances:

North 85° 09' 04" East, a distance of 10.07 feet to an iron pin set at a corner thereof;

South 50° 02' 44" East, a distance of 49.31 feet to an iron pin set at a corner thereof;

South 05° 15' 38" East, a distance of 938.64 feet to an iron pin set at a corner thereof;

South 22° 23' 27" West, a distance of 177.01 feet to an iron pin set at a corner thereof;

South 43° 56' 42" West, a distance of 174.71 feet to an iron pin set at a corner thereof; and

South 68° 32' 56" West, a distance of 2.73 feet to an iron pin set;

thence across said City of Dublin, Ohio tract, the following courses and distances:

North 43° 36' 23" East, a distance of 172.69 feet to an iron pin set;

North 20° 50' 29" East, a distance of 174.96 feet to an iron pin set;

North 05° 15' 38" West, a distance of 939.63 feet to an iron pin set; and

North 50° 02' 44" West, a distance of 49.41 feet to the True Point of Beginning, containing 0.255 acre of land, more or less.

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

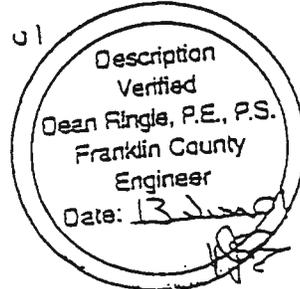
Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMH&T, INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Franklin County Geodetic Survey Monument Numbers 5536 and 7752, having a bearing of South 85° 44' 20" East, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Jeffrey A. Miller
Registered Surveyor No. 7211
6-13-01



0-110-C+E
Split
0.255 Acres
out of the
(combination of
(274)
294
+
339

0.093 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number J453, being part of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 200009290192671, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6630 in the centerline of Woerner-Temple Road;

thence South 84° 35' 46" West, with said centerline a distance of 512.92 feet to a point;

thence North 05° 24' 14" West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 123.79 feet to an iron pin set;

thence North 39° 51' 28" East, crossing said City of Dublin, Ohio tract, a distance of 93.30 feet to an iron pin set;

thence South 46° 36' 57" East, continuing across said City of Dublin, Ohio tract, a distance of 87.30 feet to the True Point of Beginning, containing 0.093 acre of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 4 OCT 00

Matthew A. Kirk
Registered Surveyor No. 7865

WAKLava:00

0-75-J
Split
0.093 Acres
out of

PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT.



0.256 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 10000979019879, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the southerly right-of-way line of Woerner-Temple Road with the common line of Virginia Military Survey Numbers 3453 and 6953;

thence South 04° 19' 42" East, with said common line, a distance of 1140.23 feet to a point;

thence South 85° 40' 18" West, leaving said common line, a distance of 74.43 feet to an iron pin set at the True Point of Beginning for this description;

thence South 28° 59' 26" West, with a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number _____, a distance of 50.00 feet to an iron pin set;

thence crossing said City of Dublin, Ohio tract and with the arc of a curve to the right (Delta = 17° 03' 15", Radius = 775.00 feet) a chord bearing and distance of North 52° 28' 57" West, 229.83 feet to an iron pin set;

thence North 46° 02' 40" East, with an easterly line of said Edwards Golf Communities, LLC tract, a distance of 50.00 feet to an iron pin set;

thence crossing said City of Dublin, Ohio tract and with the arc of a curve to the left (Delta = 17° 03' 05", Radius = 725.00 feet) a chord bearing and distance of South 52° 28' 57" East, 215.00 feet to the True Point of Beginning, containing 0.256 acre of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 4 OCT 00

Matthew A. Kirk
Registered Surveyor No. 7865



PRELIMINARY APPROVAL
FRANKLIN COUNTY

MAK:kmvaca00

0-75-5
Split
0.256 Acre
out of

GROUND LEASE AND OPERATING AGREEMENT

between

CITY OF DUBLIN, OHIO

and

TARTAN GOLF COMPANY, LLC

(Golf Course Project)

Dated

as of

December 7, 2000

Filed on _____, 2000 at ____:____
____.m., E.D.S.T. as Instrument No.
_____ in Volume _____, Page _____
of the Franklin County, Ohio Official Records.

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(The Index is not a part of this Lease
and is only for convenience of reference.)

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GROUND LEASE AND OPERATING AGREEMENT

THIS GROUND LEASE AND OPERATING AGREEMENT (this "Lease") made and entered into as of December 7, 2000 between the City of Dublin, Ohio, a municipal corporation and political subdivision organized and existing under its Charter and the laws of the State of Ohio (the "City"), as lessor, and Tartan Golf Company, LLC, a limited liability company organized and existing under the laws of the State of Ohio ("TGC" and together with the City, the "Parties"), as lessee, under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

A. The City is desirous of encouraging and promoting development within the City of public recreation facilities generally designed to improve the quality of life of residents of the City, all in furtherance of the City's public purposes of providing parks and recreation, community and cultural programs and services and pursuant to the Ohio Constitution, the laws of the State of Ohio and the Charter and ordinances of the City.

B. Pursuant to a Development Agreement dated August 14, 2000 (the "Development Agreement"), a copy of which is attached hereto as Exhibit A, the City agreed to undertake certain actions to provide for certain infrastructure improvements and public recreational facilities in the southwestern area of the City.

C. The City also agreed pursuant to that Development Agreement to acquire certain real property within the City (as such real property is depicted and described on Exhibit B and referred to herein as the "Property") and to construct, or cause to be constructed, on the Property a first class golf course facility.

D. The City has acquired the Property and has now determined to provide for the construction and operation of a first class golf course facility by entering into this Lease with TGC.

E. Pursuant to Ordinance No. 119-00 passed on October 16, 2000 (the "Ordinance"), the City Council has authorized the execution of this Lease and to undertake the City's obligations set forth herein.

F. Upon the terms and conditions set forth in this Lease, and to further the purposes of, and to satisfy certain of the City's obligations under, the Development Agreement, the City is willing to lease the Property to TGC and TGC is willing to lease the Property from the City.

G. The City and TGC each have full right and lawful authority to enter into this Lease and to perform and observe the provisions of this Lease on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements contained in this Lease, the Parties to this Lease agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Lease or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2. Definitions. As used herein:

“Acceptable Insurance Company” means an insurance company or companies, each rated “A” or better by A.M. Best, acting individually or collectively through an insurance trust or other arrangements satisfactory to the Lessor, and each qualified to do business in the State.

“City” means the City of Dublin, Ohio, a municipal corporation and political subdivision organized and existing under its Charter and the laws of the State.

“City Manager” means the City Manager of the City.

“Electric Utility Easements” means collectively (i) the easements granted to Columbus and Southern Ohio Electric Company appearing of record in Deed Book 3535, page 575 and in Official Record Volume 3869, page G-03, Franklin County records and (ii) the easement granted to Columbus Southern Power Company appearing of record in Official Record Volume 11601, page D-01, Franklin County records.

“Event of Default” means any of the events described as an Event of Default in Section 9.1.

“Farm Ditch” means the farm ditch more particularly described in the Phase I Environmental Site Assessment for ±585 Acres Located South of Shier Rings Road in Washington Township, Franklin County, Ohio, dated March 16, 2000 and prepared by EMH&T, Inc.

“Force Majeure” means, without limitation, either (i) acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes, tornadoes, other storms, droughts, floods, or other prolonged unusual adverse weather conditions; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation, or (ii) any cause, circumstance or event not reasonably within the control of the Lessee.

“Gas Utility Easements” means collectively, those easements granted to Columbus Gas of Ohio, Inc. appearing of record in Official Record Volume 28657, page B-13 and Official Record Volume 28475, page H-10, Franklin County records.

“Hazardous Materials” means any toxic or hazardous waste or substances (including petroleum products) which are regulated by applicable state or federal environmental laws or regulations.

“Independent Counsel” means an attorney or a firm of attorneys acceptable to the Lessor, duly admitted to practice before the highest court of the State and who or a partner of which is not a salaried employee or officer of the City or TGC.

“Insurance Requirements” means all provisions of any insurance policy covering or applicable to the Property, any part of the Property or any Project Facilities, all requirements of the issuer of any such policy, and all orders, rules, regulations or other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Property, any part of the Property or any Project Facilities.

“Interest Rate for Advances” means the “Prime Rate” as published by *The Wall Street Journal* in the *Money Rates* section, as of the applicable date and as adjusted from time to time.

“Lease” means this Ground Lease and Operating Agreement, as amended or supplemented from time to time.

“Lease Term” means the term of this Lease, as established under Section 2.3 hereof.

“Legal Requirements” means all laws, statutes, codes, acts, ordinances, resolutions, orders, judgments, decrees, injunctions, rules (including but not limited to the MORPC Rules), regulations, permits, licenses, authorizations, directions and requirements of all governmental entities, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary which now or at any time hereafter may be applicable to the Property, any part of the Property or any Project Facilities, or the operation of the Project Facilities, or any other use, anticipated use or condition of the Property, any part of the Property or any Project Facilities, including, but not limited to, the codes and regulations of the Lessor of general application with respect to architectural requirements, building, landscaping, parking, site layout, lighting and other related items, and the liquor control laws of the State.

“Legislative Authority” means the Council of the City.

“Lessee” means TGC.

“Lessor” means the City.

“MORPC Rules” means any standards promulgated by the Mid Ohio Regional Planning Commission now or hereafter in effect relating storm water management.

“Net Proceeds” when used with respect to any insurance proceeds or condemnation award means the gross proceeds thereof less the payment of all expenses, including attorneys’ fees, incurred in connection with the collection of such gross proceeds.

“Notice Address” means:

(a) As to the City: City of Dublin
5200 Emerald Parkway
Dublin, Ohio 43017
Attention: City Manager

(b) As to TGC: Tartan Golf Company, LLC
8070 Tartan Fields Drive
Dublin, Ohio 43017
Attention: President

with a copy to: Jeffrey T. Hayes, Esq.
Porter, Wright, Morris & Arthur LLP
41 South High Street
Columbus, Ohio 43215

or such different address notice of which is given under Section 10.2.

“Project Facilities” means the golf course, driving range, practice putting green, clubhouse facility, storage buildings, maintenance buildings, parking lot, cart paths, sidewalks, and all other structures or other improvements constructed or installed on the Property pursuant to the Project Facilities plans and specifications, together with all maintenance equipment owned or leased by Lessee and located on or used in connection with the maintenance of the Project Facilities, and all other fixtures and equipment constructed or installed on the Property, and all replacements thereof or additions thereto.

“Project Purposes” means the construction and operation of the Project Facilities in accordance with the terms of this Lease.

“Project Specifications” means a first class, 18 hole championship golf course designed by Hurdzan/Fry Golf Course Design, Inc., of approximately 6,800 yards in playing length, a driving range, a practice putting green, a clubhouse facility of approximately 7,000 square feet with pro shop, grill room, men’s and women’s locker rooms, dining room, private dining room, and kitchen, cart storage for approximately 70 golf carts, parking for approximately 250 automobiles, a maintenance building of approximately 5,000 square feet, and all other maintenance equipment and other facilities and equipment reasonably necessary for the operation of a consistently high quality daily fee golf course open to public play. The Parties agree that the Project Specifications will provide for the construction of the Project Facilities in such a manner that the quality of the completed Project Facilities shall equal or exceed the quality of Cooks Creek Golf Club, in Ashville, Ohio, Bent Tree Golf Club, in Sunbury, Ohio and Royal American Golf Links, in Galena, Ohio.

“Property” means the real estate described in Exhibit B, together with all easements (including easements for access roads thereto), rights and appurtenances thereto, but excluding therefrom the 0.349 acres of real estate described in Exhibit C. Lessee acknowledges that the

Property is subject to all easements of record, including, but not limited to, the Gas Utility Easements and the Electric Utility Easements. The Parties acknowledge and agree that the real property included within the Property may be amended from time to time solely by written agreement executed by the Parties.

“Rent” means the rent payable pursuant to Section 3.1.

“Rent Payment Date” means each January 31 during the Lease Term.

“Required Property Insurance Coverage” means at any time insurance in the amount of 90% of the value without deduction for depreciation of the Project Facilities insuring the Project Facilities against loss or damage by fire and extended coverage risks, including but not limited to natural disasters, vandalism and malicious mischief, and containing a loss deductible provision not to exceed \$1,000.

“Required Public Liability Insurance Coverage” means comprehensive general accident and public liability insurance with coverage limits not less than \$5,000,000 combined single limit as to death or bodily injury and property damage with a loss deductible provision not to exceed \$1,000.

“TGC” means Tartan Golf Company, LLC, a limited liability company organized and existing under the laws of and qualified to do business in the State, and its lawful successors and assigns, as permitted under the terms of this Lease.

“State” means the State of Ohio.

Section 1.3. Interpretation. Any reference in this Lease to the City or to any officers of the City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code, shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the City or TGC under this Lease.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Lease; and the term “hereafter” means after, and the term “heretofore” means before, the date of this Lease. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Lease, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Lease.

Section 1.4. Captions and Headings. The captions and headings in this Lease are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Lease.

(End of Article I)

ARTICLE II

LEASE AND USE OF PROPERTY; LEASE TERM

Section 2.1. Lease of Property and Retention of Rights.

(a) Upon and subject to the provisions set forth in this Lease, the Lessor, for and in consideration of the Rent to be paid and of the covenants and agreements to be kept and performed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor, the Property in accordance with the provisions of this Lease. The Lessor will allow the Lessee to enter the Property for purposes of this Lease upon execution of this Lease or such later date as shall be agreed to by the Parties.

(b) The Lessor reserves the right to approve or disapprove any liens which may be placed on the Property in connection with any financing by the Lessee. Further, the Lessee may not refinance the Project Facilities without the Lessor's prior written approval. Lessor agrees that any approvals required pursuant to this Section 2.1(b) shall not be unreasonably withheld; provided, however, the Parties agree that the City may withhold approval if, among other considerations, the City concludes that such actions by the Lessee would increase the City's financial risk.

(c) The Lessee may not permit any liens to be placed on the Property, other than as permitted in (b) above, in connection with the financing of the Project Facilities.

Section 2.2. Use of Property.

(a) During the Lease Term, the Lessee shall have the right to use or lease the Property only for Project Purposes and to construct or cause to be constructed thereon the Project Facilities in accordance with the procedures and standards specified in Article IV hereof.

(b) The Lessee shall comply or cause compliance with all applicable codes and regulations of the Lessor of general application, any applicable federal or state laws, rules or regulations and any and all other Legal Requirements in connection with the design, construction and operation of the Project Facilities.

(c) The Lessee agrees to conduct or cause to be conducted the operations of the Project Facilities and control or cause to be controlled its agents, employees, independent contractors, invitees and visitors in compliance with all legal requirements and in such a manner as not to create any nuisance, or unreasonably interfere with, annoy or disturb owners of any adjacent property to the Property.

(d) The Lessor agrees to promptly notify the Lessee of any material amendments to the Development Agreement or of any material changes of which the Lessor is aware to the proposed plan of development of the residential community (as described in the Development Agreement).

Section 2.3. Lease Term.

(a) The term of this Lease will commence as of the date of this Lease and will terminate on December 31, 2042, subject to extension as provided in this Lease.

(b) This Lease shall be extended beyond the initial lease period in increments of five (5) years for two additional five (5) year terms automatically; provided, however, that if either party gives notice to the other at least 120 days in advance of the then current lease expiration date, that said party desires that the Lease not be so extended, then the Lease will not be extended and shall be terminated in accordance herewith.

(c) In addition, the Parties may negotiate any extension subject to the approval of the Legislative Authority. In the event that such extension is negotiated, the extension shall be memorialized in a new lease agreement executed by the Parties.

(End of Article II)

ARTICLE III

RENT

Section 3.1. Rent. The Lessee shall, on or before each Rent Payment Date, pay as annual Rent under this Lease an amount of One Dollar (\$1.00).

Section 3.2. Place of Payment. Rent shall be payable directly to the Lessor.

Section 3.3. Representations and Covenants of the Lessee. The Lessee represents it reasonably believes that (i) the Lessee can obtain sufficient funds to pay the Rent during the Lease Term and (ii) the Lessee will make arrangements for those payments of Rent for each Rent Payment Date. The Lessee hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments of Rent may be lawfully made.

(End of Article III)

ARTICLE IV

CONSTRUCTION, MAINTENANCE AND USE OF PROPERTY AND PROJECT FACILITIES

Section 4.1. Construction. The Parties agree that:

(a) Generally. The Lessee will construct the Project Facilities or cause the same to be constructed on the Property in accordance with plans and specifications approved by the Lessor in accordance with this Section 4.1. Prior to the commencement of construction of any of the Project Facilities, the Lessee will provide the Lessor with initial plans and specifications related to such construction. Within fourteen (14) days after receipt of such plans and specifications by the Lessor, Lessor will review such plans and specifications and notify Lessee if such plans and specifications are approved, which approval shall not be unreasonably withheld. Further, any material changes to the plans and specifications previously approved in accordance with this Section 4.1 shall be subject to the same approval requirements set forth herein. Upon completion of the construction of the Project Facilities, the Project Facilities will meet and satisfy the Project Specifications and plans and specifications approved in accordance with this Section 4.1 in all material respects and will constitute a first class, daily fee, public play golf course and club facility, consistent in overall quality with other first class, public play golf courses in the central Ohio area. The Parties agree that the Lessor shall have no financial responsibility with respect to the construction, operation, or maintenance of the Project Facilities;

(b) Timing of Construction. The Lessee will establish a timetable for the construction of the Project Facilities which calls for the completion of the Project Facilities no later than July 2002 (assuming more or less normal weather conditions and reasonable availability of contractors and materialmen during the period of construction);

(c) Construction of Clubhouse. The Lessor and Lessee will each exercise their respective best efforts to satisfy the following conditions: (i) the Lessee will submit plans and specifications in the form and with the content customarily submitted to the Planning and Zoning Commission for the clubhouse facility portion of the Project Facilities to Lessor no later than December 1, 2000 and (ii) Lessor will facilitate the review and approval process by the City's Planning and Zoning Commission in order that approval for the clubhouse facility portion may be granted no later than January 18, 2001 and that permits for construction of the clubhouse facility portion of the Project Facilities may be granted no later than March 30, 2001. If the Parties satisfy the requirements of this subsection, the Lessee shall diligently pursue such construction of the clubhouse facility portion thereafter, and shall use all reasonable commercial efforts (after consideration for any exigent circumstances which may delay that construction) to complete the construction of the clubhouse facility according to the timetable set forth herein; and

(d) Rough Grading. Pursuant to the Development Agreement, the Lessor has contracted with a third party to provide for the rough grading of the Property and has further agreed to reimburse that third party for the cost of the rough grading as the Lessor and that third party mutually agree is allocable to the Property. The Lessor agrees that it will not agree to the allocation of the cost of the rough grading without first consulting with the Lessee. The Parties agree that the Lessee will

reimburse the Lessor for those costs of rough grading in a manner which is mutually agreeable to the Parties.

Section 4.2. Name. The Parties agree that the name of the Project Facilities will be "The Golf Club of Dublin". The Parties further agree that the Lessee will use its best efforts to recognize the Lessor's association with the development of the Project Facilities.

Section 4.3. Maintenance and Use of Property. The Lessee:

(a) Maintenance. Will keep and maintain, at no cost to the Lessor, the Property and the Project Facilities, including but not limited to the golf course, clubhouse, maintenance buildings, and all other buildings, structures, improvements, fixtures, equipment, and utility systems which may now or hereafter exist on or in the Property in good, operable, and usable condition and repair, normal wear and tear excepted, but, in any event, consistent with other first class, public play golf courses in the central Ohio area, and shall make or cause to be made any and all repairs or replacements as may be required to maintain such standards. Specifically, the Lessee shall perform the specific maintenance with respect to the golf course generally in accordance with a maintenance standards manual. The Lessee shall give representatives of the Lessor a reasonable opportunity to review that maintenance standards manual from time to time, provided, however, that such maintenance standards manual shall be a confidential and proprietary business record of the Lessee and shall not be made public by the Lessor. The Lessor shall not have the duty to make, nor shall it be called upon to make, any improvements, replacements or repairs to the Property or the Project Facilities, except as described in Section 7.7 hereof;

(b) Maintenance and Repairs Fund. Will maintain or cause to be maintained a separate and discrete fund or account which fund or account shall be maintained at a bank located in the State of Ohio (the name and location of which bank will be promptly provided to the Lessor) to satisfy the conditions set forth in Section 4.3(a) and shall deposit or cause to be deposited by July 31, of each year, four percent (4%) of the total of all greens fees and golf cart fees received by the Lessee from operation of the Project Facilities in the immediately preceding calendar year; provided, however, that no such deposit shall be required in calendar years 2001 through 2003 and the deposit in the year 2004 shall be equal to two percent (2%) of such greens fees and cart fees received by the Lessee from operation of the Project Facilities in calendar year 2003;

(c) Operation of Project Facilities. Shall operate the Project Facilities, handling the collection and disbursement of all money, taking reservations, employing and directing all employees and independent contractors, purchasing supplies and services, purchasing insurance coverages, handling disputes with third parties, collecting and paying appropriate taxes, and obtaining all appropriate permits;

(d) Fees. Shall charge fair and reasonable greens fees that are not substantially higher than greens fees charged by comparable first class public play golf courses in the central Ohio area, when compared on a relative basis, based on the respective total costs of

construction and operation of the Project Facilities and the total costs of construction and operation of such other public play golf courses, as such costs can be determined or estimated; provided, however, that residents of the City shall receive a twenty percent (20%) discount on greens fees for regular public play during "peak periods" and a twenty-five percent (25%) discount on such actual fees during "off peak periods". For purposes hereof, "peak periods" shall mean starting times at any time on Fridays, Saturdays, Sundays and holidays, and all other times shall be "off peak periods";

(e) Dublin Resident Advance Tee Times. Establish a program pursuant to which patrons of the Project Facilities who are residents of the City may participate to provide for the reservation of advance tee times;

(f) Use of Premises by City. Shall permit the City to reserve rooms in the clubhouse for up to four meetings per year, upon requests submitted to the Lessee at least 90 days in advance for the City's annual retreat, 30 days in advance for other meetings, and at other times subject to availability. The Lessee agrees that it shall waive any facility rental fees which would normally be imposed in connection with the four meetings described in this subsection. The City agrees that it shall pay any other costs associated with such use at rates equivalent to those charged to other individuals and organizations;

(g) Annual Business Plan; Review of Operations. Shall prepare an annual business plan no later than November 30 of each year for the following calendar year, commencing with the business plan for calendar year 2002, and shall meet with representatives of the City promptly following November 30 of each year to review such business plan, provided, however, that such business plans shall be confidential and proprietary business records of the Lessee and shall not be made public by the Lessor. In addition, the Lessee shall meet with representatives of the City to review the performance of the Lessee's obligations under this Lease and the Lessee's performance as measured against the business plan for the current year, upon the request of the City from time to time during the term of this Lease, at any time if the Lessee is in default under the Lease and otherwise not more frequently than quarterly during the first two years of the Lease nor more frequently than annually thereafter.

In addition, the Lessee shall cause the operation of the Project Facilities to be reviewed by the United States Golf Association at least annually and shall provide the Lessor with a copy of any report rendered in connection therewith promptly upon the Lessee's receipt thereof.

(h) Staffing. Shall recruit, interview and hire the staff for the Project Facilities, including a head golf professional, assistant golf professionals, golf course superintendent, grounds maintenance personnel, clubhouse personnel, food & beverage personnel, janitorial service, etc. Such personnel shall be hired and employed by the Lessee or shall be retained by the Lessee as independent contractors or through an independent contractor and shall not be employees of the Lessor. Golf instructors shall be qualified instructors accredited by the Professional Golfers' Association of America;

(i) Record-keeping. Shall maintain books and records relating to the business activities of the Project Facilities in accordance with generally accepted accounting principles, separate from its other books and records. Within 90 days after the end of each calendar year, the Lessee shall prepare an audited balance sheet and income (or loss) statement. At any time during the term of this Lease, during normal business hours, the Lessor shall be entitled, at its expense, to inspect the books and records of the Lessor relating to the Project Facilities and any and all annual audited financial statements and other internal unaudited financial statements of the Lessee, provided that the Lessor acknowledges that all such books, records and financial statements are confidential and proprietary business records of the Lessee and shall not be made public by the Lessor;

(j) Non-discrimination. Shall follow nondiscriminatory practices and acknowledges that no individual may be denied employment or use of the Property or Project Facilities solely on the basis of race, religion, sex, disability, color, national origin, or ancestry;

(k) Driving Range. Shall, as part of the Project Facilities, construct and maintain a driving range to provide practice facilities for patrons of the Project Facilities and to promote the activities described in Section 4.3(l). Lessee shall not provide for the artificial lighting of those driving range facilities or advertise or promote those driving range facilities as a destination driving range;

(l) Promotion of Golf Activities. Shall use reasonable efforts to promote the use of the Project Facilities by residents of the Lessor, and will provide special golf programs for juniors, women and other non-traditional golfers (which include, but shall not be limited to, those programs which are set forth on Exhibit D), and will permit a reasonable amount of use of the Project Facilities by the golf teams of high schools serving the residents of the City and any nonpublic high schools located within the City, at times subject to availability, with a reasonable amount of such play to be provided to the high schools without charge and any additional play to be provided at reduced rates as may be agreed upon between such high schools and the Lessee;

(m) No Impairment of Property. Will not do, or permit to be done, any act or thing which might materially impair the value of the Property or any Project Facilities or the character or usefulness of the Property, any part of the Property or any Project Facilities, will not commit or permit any material waste of the Property or any Project Facilities and will not permit any unlawful occupation, business or trade to be conducted on the Property, any part of the Property or any Project Facilities; and

(n) Compliance. Shall also promptly comply with or cause to be complied with all rights of way or use, privileges, franchises, servitudes, licenses, easements, tenements, hereditaments and appurtenances forming a part of the Property and any Project Facilities and all instruments creating or evidencing the same, in each case, to the extent compliance therewith is required of the Lessee under the terms thereof.

Section 4.4. Improvements. Except as may otherwise be provided in Section 2.2, the Lessee may from time to time, in its sole discretion and at its expense, but subject to any Legal Requirements, make, or permit to be made, from time to time any improvements to the Property which it may deem desirable, in addition to the Project Facilities; provided, however, that if the Lessee seeks to erect any permanent structure on the Property other than the Project Facilities, the Lessee shall first obtain the consent of the Lessor, which shall not be unreasonably withheld. All improvements so made or permitted by the Lessee shall become or be deemed to constitute a part of the Property.

Section 4.5. Personal Property. The Lessee, or its sublessees, may from time to time, in their sole discretion and at their expense, install, or permit the installation of, personal property including without limitation that which installed becomes in whole or in part a fixture upon the Property. All such property so installed, or permitted to be installed, by the Lessee, or its sublessees, including without limitation any and all equipment or other items of personal property that are included in the Project Facilities, shall remain the property of the Lessee, or its sublessees, in which the Lessor shall have no interest, and may be purchased by the Lessee, or its sublessees, on conditional sale, installment, purchase or lease sale contract, or subject to vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, to the extent permitted by law; provided that no such lien or security interest shall attach to any part of the Property. The Lessee, or its sublessees, shall pay as due the purchase price of, and all costs and expenses with respect to, the acquisition and installation of any such personal property installed by them pursuant to this Section.

Section 4.6. Removal of Property. The Lessee may at its expense at any time while it is not in default under this Lease or upon the expiration of the Lease Term remove from the Property, or permit the removal from the Property of, any property purchased and installed by it or its sublessees or assigns and not included as part of the Property. In the event any removal of property pursuant to this Section causes damage to any portion of the Property, the Lessee shall restore the Property or repair such damage at its expense. If any property which is not part of the Property is not removed upon the termination of or expiration of this Lease, the property will be deemed to be abandoned and shall be the absolute property of the Lessor.

Section 4.7. Environmental Matters. The Lessee represents, warrants and covenants to the Lessor that the Property and any Project Facilities will remain in compliance with all applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment. The Lessee warrants and agrees that it will not use, maintain, generate, store, treat or dispose of any Hazardous Materials in or on the Property or any Project Facilities in violation of applicable governmental regulations. The Lessee hereby indemnifies the Lessor from and against any loss, liability, claim or expense, including, without limitation, cleanup, engineering and reasonable attorneys' fees and expenses that the Lessor may incur by reason of any investigations or claim of any governmental agency or third party in relation to any such health, safety, or environmental matters, for any actions taken by the Lessee, its agents, licensees, concessionaires, contractors or employees on the Property or any Project Facilities during the Lease Term. The Lessee's indemnity to the Lessor under this Section 4.7 shall survive the cancellation or termination of this Lease.

The Lessor hereby assigns to Lessee any rights, either express or implied, which Lessor may have pursuant to the Development Agreement with respect to the Property's compliance with all

applicable laws, ordinances and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment.

Section 4.8. Indemnification. The Lessee releases the Lessor from, agrees that it shall not be liable for, and indemnifies the Lessor against, all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses except as may be limited by law or judicial order or decision entered in any action brought to recover moneys under this Section) imposed upon, incurred by or asserted against the Lessor on account of any of the following, to the extent the same relate to any event or circumstance occurring or arising at any time during the Lease Term: (a) ownership of any interest in the Property or any part of the Property, (b) any accident, injury to, loss by or death of persons or loss of or damage to property occurring on or about the Property or any part of the Property or the adjoining sidewalks, curbs, if any, streets or ways, (c) any use, disuse or condition of the Property or any part of the Property, or the adjoining sidewalks, curbs, if any, streets or ways, (d) any failure on the part of the Lessee to perform or comply with any of the terms hereof, or (e) the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, or (f) operation of any Project Facilities on the Property; except to the extent that any of the foregoing is attributable to the gross negligence of the Lessor. In case any action, suit or proceeding is brought against the Lessor for any such reason, the Lessee will, at the Lessee's expense, cause such action, suit or proceeding to be resisted and defended by Independent Counsel. Any amounts payable to the Lessor under this Section which are not paid within ten days after written demand therefor shall bear interest at the Interest Rate for Advances from the date of such demand. The obligations of the Lessee under this Section shall survive any termination of this Lease.

Section 4.9. Prevailing Wages. The Lessee agrees to comply with the requirements of Ohio Revised Code § 4115.03 et. seq. relating to the payment of prevailing wages on the construction of public improvements, to the extent the same is applicable to the Project Facilities.

Section 4.10. Compliance with Legal and Insurance Requirements. The Lessee, at its expense, shall promptly comply or cause compliance with all Legal Requirements and Insurance Requirements, and shall procure, maintain and comply, or cause procurement, maintenance and compliance, with all permits, licenses and other authorizations required for any use being made of the Property, any part of the Property or any Project Facilities then being made or anticipated to be made, and for the proper operation and maintenance of the Property, any part of the Property or any Project Facilities, and will comply or cause compliance with any instruments of record at the time in force burdening the Property or any part of the Property. The Lessee may, at its expense and after prior notice to the Lessor, by any appropriate proceedings diligently prosecuted, contest in good faith any Legal Requirement and postpone compliance therewith pending the resolution or settlement of such contest provided that such postponement does not, in the opinion of Independent Counsel, subject the Property, any part thereof or any Project Facilities to imminent loss or forfeiture.

Section 4.11 Zoning. The Lessee shall operate the Property and the Project Facilities in compliance with any applicable zoning regulations. The Lessee expressly acknowledges that the clubhouse, the maintenance facility and the driving range are subject to further zoning review before they are acceptable uses. The Lessor will be a co-applicant with the Lessee in seeking appropriate

zoning for the Project Facilities and shall support the Lessee's application for any necessary change in zoning or variance necessary to construct and operate the Project Facilities.

(End of Article IV)

ARTICLE V

TAXES, MECHANICS' LIENS, INSURANCE AND UTILITIES

Section 5.1. Payment of Taxes and Other Governmental Charges. The Lessee shall pay, or cause to be paid, as the same respectively come due, all taxes, assessments, whether general or special, and other governmental charges of any kind whatsoever, including but not limited to payments in lieu of taxes, foreseen or unforeseen, ordinary or extraordinary, that now or may hereafter at any time during the Lease Term be assessed or levied against or with respect to the Property, any Project Facilities or any personal property located on the Property which, if not paid, may become or be made a lien on the Property or any Project Facilities, or any part thereof or a charge on such revenues, income and profits therefrom, and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property or any Project Facilities. Proof of the payment of such taxes and charges shall be provided to the Lessor not less than once annually.

Notwithstanding the preceding paragraph, the Lessee may, at its expense and after prior written notice to the Lessor, by appropriate proceedings diligently prosecuted, contest in good faith the validity or amount of any such taxes, assessments and other charges, and during the period of contest, need not pay the items so contested. However, if at any time the Lessor shall deliver to the Lessee an opinion of Independent Counsel to the effect that by nonpayment of any such items the Property will be materially affected or the Property or any part thereof will be subject to imminent loss or forfeiture, the Lessee shall promptly pay, or cause to be paid, such taxes, assessments or charges. During the period when the taxes, assessments or other charges so contested remain unpaid, the Lessee shall set aside on its books adequate reserves with respect thereto.

Section 5.2. Mechanics' and Other Liens. The Lessee shall not permit any mechanics' or other liens to be filed or exist against the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to, for or in connection with any projects undertaken upon the Property or to the Lessee or anyone holding the Property or any part thereof through or under the Lessee. If any such lien shall at any time be filed, the Lessee shall, within thirty days after notice of the filing thereof, but subject to the right to contest hereinafter set forth, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Notwithstanding the foregoing, the Lessee may, at its expense, and after prior notice to the Lessor, by appropriate proceedings duly instituted and diligently prosecuted, contest in good faith the validity or the amount of any such lien. However, if the Lessor shall deliver to the Lessee an opinion of Independent Counsel to the effect that by nonpayment of any such items, the Property or any part thereof will be subject to imminent loss or forfeiture, the Lessee shall promptly cause such lien to be discharged of record.

Section 5.3. Insurance. The Lessee shall keep, or cause to be kept, the Property and any Project Facilities continuously insured in the amount and with coverage of the Required Public Liability Insurance Coverage and shall keep and maintain, or cause to be kept and maintained, with respect to any Project Facilities, Required Property Insurance Coverage. Such insurance shall be obtained and maintained by means of policies with Acceptable Insurance Companies. The Lessor shall be named as an additional insured on any insurance policies required by this section. The insurance to be provided may be by blanket policies. Each policy of insurance shall be written so as

not to be subject to cancellation or substantial modification upon not less than thirty (30) days' advance written notice to the Lessor. The Lessee shall deposit with the Lessor certificates or other evidence satisfactory to the Lessor that the insurance required by this Section has been obtained and is in full force and effect and that all premiums on such Insurance have been paid in full. At least thirty (30) days prior to the expiration of any such insurance, the Lessee shall furnish the Lessor with evidence satisfactory to the Lessor that such insurance has been renewed or replaced and that all premiums thereon have been paid in full.

Any proceeds of policies providing Required Public Liability Insurance Coverage shall be applied toward the extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

Section 5.4. Contractual Liability Insurance. From and after the execution of this Lease, the Lessee shall procure, pay for and thereafter maintain, or cause to be procured, paid for and maintained, a policy of contractual liability insurance in an amount, from time to time, reasonably acceptable to the Lessor, naming the Lessor as the obligee/payee, and assuring the Lessor of the full and faithful performance by the Lessee of its obligations of indemnity set forth in this Lease.

Section 5.5. Workers' Compensation Coverage. The Lessee shall maintain, or cause to be maintained in connection with the Property and any Project Facilities any workers' compensation coverage required by the applicable laws of the State.

Section 5.6. Payment by the Lessor. If the Lessee fails to (i) pay taxes, assessments and other governmental or utility charges, including but not limited to payments in lieu of taxes, as required by Section 5.1, (ii) pay or discharge mechanics' or other liens as required by Section 5.2, (iii) maintain and keep in force the insurance required by Sections 5.3 and 5.4 or (iv) maintain required workers' compensation coverage as required by Section 5.5, the Lessor may, but shall not be obligated to, advance funds to pay any such required charges or items. Any funds so advanced shall be deemed as additional Rent due, and shall bear interest from the date of advancement at the Interest Rate for Advances.

Section 5.7. Waiver of Subrogation. Parties hereby waive and release any rights and claims each may have against the other on account of any loss or damage occasioned to the Lessor or the Lessee, as the case may be, their respective property, the Property or its contents, to the extent covered by fire and extended coverage insurance, vandalism, malicious mischief and sprinkler leakage. Parties each, on behalf of their respective insurance companies insuring the property of either the Lessor or the Lessee against any such loss, hereby waive any right of subrogation that it might have against the Lessor or the Lessee, as the case may be, to the maximum extent permitted by law.

Section 5.8 Utilities. The payment of utility charges are the responsibility of the Lessee and will be paid for by the Lessee. The Lessee hereby waives any claims caused by defect, deficiency and impairment of any utility systems against the Lessor.

(End of Article V)

ARTICLE VI

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 6.1. Damage to Property and Project Facilities. In case of any damage to the Property, any part of the Property or any Project Facilities, the Lessee will promptly give, or cause to be given, written notice thereof to the Lessor generally describing the nature and extent of such damage. There shall be no abatement or diminution of Rent and the Lessee shall, whether or not the Net Proceeds of insurance, if any, received on account of such damage or destruction shall be sufficient for such purpose, promptly commence and complete, or cause to be commenced and completed, the repair or restoration of the Property as nearly as practicable to the value, condition and character of the Property existing immediately prior to such damage or destruction, with such changes or alterations, however, as the Lessee (with Lessor's written approval which shall not be unreasonably withheld) may deem necessary for proper operation of the Property for the Project Purposes.

Section 6.2. Use of Insurance Proceeds. In connection with the repair or restoration of any Project Facilities pursuant to Section 6.1 hereof, Net Proceeds of Required Property Insurance Coverage shall be paid to the Lessee or its designee, and shall be applied towards the repair and restoration of the Property and Project Facilities as described in Section 6.1.

Section 6.3. Appropriation. If title to or the temporary use of the Property, any part of the Property or any Project Facilities, shall be taken under the exercise of the power of appropriation by any governmental body other than the Lessor or by any person, firm or corporation acting under any governmental authority, the Lessee will promptly give, or cause to be given, written notice of such taking to the Lessor describing the nature and extent of such taking. Any Net Proceeds received from any award made in such appropriation proceedings shall be applied in one or more of the following ways, at the option of the Lessee:

- (a) the restoration of any Project Facilities by the Lessee to substantially the same condition as existed prior to the exercise of the power of appropriation;
- (b) acquisition by the Lessor of real property to become part of the Property; or
- (c) the acquisition by the Lessee, by construction or otherwise, of other improvements on the Property suitable for the Lessee's operations of the Property (which improvements shall be deemed a part of the Property).

Any balance of such Net Proceeds not applied for the purposes specified above shall be credited as Rent payable under this Lease.

(End of Article VI)

ARTICLE VII

FURTHER REPRESENTATIONS AND AGREEMENTS RESPECTING THE PROPERTY AND THE LESSEE

Section 7.1. Right of Access. The Lessee agrees, subject to reasonable security and safety regulations and upon reasonable notice, the Lessor and its employees and agents, shall have the right at all reasonable times to enter upon the Property and any Project Facilities for purposes of inspection. The Lessee further agrees that the Lessor and its employees and agents shall be provided such access to the Property and any Project Facilities as may be reasonably necessary for the proper maintenance of the Property and any Project Facilities in the event of failure by the Lessee to perform its obligations.

Section 7.2. Assignment and Subleasing.

(a) This Lease may not be assigned in whole or in part by the Lessee, nor may the Property be subleased in whole or in part by the Lessee without the prior written approval of the Lessor, which shall not be unreasonably withheld; and provided, as a minimum, that any such assignee or sublessee is a reputable, qualified and experienced operator of golf course properties and agrees in writing to abide by all of the provisions of this Lease, and provided further, that any such assignment or sublease shall not relieve the Lessee from its liability and obligations under this Lease.

(b) The Lessor shall not mortgage, pledge, grant or assign a security interest in its right, title and interest under and in this Lease, and its rights to the Property, in whole or in part, without the prior written approval of the Lessee. If Lessor determines to transfer any of its rights, title or interests in the Property, Lessor agrees to give and grant to Lessee a right of first offer and right of first refusal to purchase those rights, title or interests, as the case may be. Lessee's right of first offer and right of first refusal hereunder shall commence as of the date notice is provided to the Lessee and shall continue thereafter for a period of thirty (30) days.

(c) The Lessee may not and will not permit any other party, to mortgage, assign, sell, pledge, grant or assign a security interest in its right, title and interest under and in this Lease, and its rights to the Property, in whole or in part, without the prior written approval of the Lessor.

Section 7.3. Attornment by Lessee. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage encumbering the Property, Lessee shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease.

Section 7.4. Estoppel Certificate. The Parties mutually agree that within fifteen (15) days after the request of the other party, and at no cost and expense to the party requesting the same, the Lessor or the Lessee, as the case may be, will execute, have acknowledged and deliver to the other party or its designee a certificate evidencing whether or not:

(i) This Lease is in full force and effect;

(ii) This Lease has been modified or amended in any respect, and identifying such modifications or amendments, if any;

(iii) There are any existing defaults by either party hereunder to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any;

(iv) Such other statements requested in the notice as are, to the best of the certifying party's knowledge, true and correct; and

(v) Such other information and statements as are customarily contained in such certificates.

Any certificate executed, acknowledged and delivered pursuant to this Section 7.4 may be relied upon by any third party dealing with either party hereto, this Lease, the Property or any Project Facilities.

Section 7.5. Representations and Covenants of the Lessee. The Lessee represents that:

(a) It is a limited liability company duly organized under the laws of the State and is in good standing. Lessee covenants and agrees that any change in control of the Lessee must be approved by the Lessor, which approval shall not be unreasonably withheld.

(b) It shall remain in existence throughout the term of this Lease unless otherwise agreed to in writing by the Lessor, which agreement shall not be unreasonably withheld.

(c) It has full power and authority to execute, deliver and perform this Lease and to enter into and carry out the transactions contemplated hereby. Such execution, delivery and performance do not, and will not, violate any provision of law applicable to the Lessee and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Lessee is a party or by which it is bound. This Lease has, by proper action, been duly authorized, executed and delivered by the Lessee and all steps necessary have been taken to constitute this Lease a valid and binding obligation of the Lessee.

Section 7.6. Notice of Default. The Lessee shall immediately notify the Lessor if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

Section 7.7. Covenants of the Lessor. The Lessor covenants and agrees to:

(a) construct, or cause to be constructed, roadway improvements and utility improvements to facilitate the completion of the Project Facilities, as described in the Development Agreement, within the time frame contemplated by the Development Agreement and otherwise pursuant to a timetable that will permit the Lessor to complete the construction of the Project Facilities in accordance with the timetable described in Section 4.1 above.

(b) act in good faith to (i) cooperate with the Lessee to cause the release and relocation of the Electric Utility Easements, such that the Electric Utility Easements and any relocated lines shall not unreasonably interfere with the construction and operation of the Project Facilities, (ii) cooperate with the Lessee to file any applications and secure any necessary permits or approvals to backfill the Farm Ditch or alternatively, to install pathways or bridges to provide access across the Farm Ditch, (iii) cooperate with the Lessee, the Ohio Historical Preservation Office and such other parties as necessary to identify any structures of historical significance, determine if and to what extent those structures may be modified and the extent to which the Project Facilities may be constructed in proximity to those structures, and (iv) vacate any portion or portions of the existing Woerner Temple Road right-of-way which the Parties shall reasonably agree are necessary to provide for the completion of the Project Facilities and appropriately amend the definition of the Property hereunder to include such additional portion or portions. The Parties agree that in no event shall the Lessor be required to expend any monies to satisfy its covenants set forth in this Section 7.7(b), except that the Lessor shall bear responsibility for all legal proceedings in connection with the vacation of Woerner Temple Road.

Section 7.8. Further Covenants of the Lessee. The Lessee, within 60 days after the execution of this Lease, will apply for and use its best efforts to obtain a binding commitment from a lender to provide financing for the construction of the Project Facilities (a copy of such binding commitment shall be promptly provided to Lessor) and, upon obtaining such binding commitment, shall use its best efforts to proceed to close such financing within 30 days of the receipt of that binding commitment. If Lessee shall fail to receive a binding commitment or close on such financing within the times prescribed by this Section, the Lessor shall have the right to terminate this Lease. The Lessee shall, promptly after the execution of this Lease, make all necessary applications for the zoning changes or variances necessary to construct the Project Facilities on the Property and shall thereafter diligently pursue such zoning changes or variances.

Section 7.9. Conditions to the Lessee's Obligations. The obligations of the Lessee under this Lease shall be conditioned upon (i) the Lessee's having obtained appropriate financing for the construction of the Project Facilities, in a total amount and upon terms reasonably acceptable to the Lessee, (ii) the Lessee having obtained the zoning changes or variances necessary to construct the Project Facilities on the Property, and (iii) that any environmental or soil tests performed by or on behalf of the Lessee prior to the commencement of the construction of the Project Facilities do not disclose any abnormal or otherwise adverse conditions that would render the construction of the Project Facilities unduly expensive or otherwise impractical.

Section 7.10. Right of First Refusal on a Proposed Sale of the Project Facilities.

(a) In addition to the restrictions on assignment and subletting of this Lease contained in Section 7.2 above, if at any time during the Lease Term, the Lessee desires to sell or otherwise transfer the entire Project Facilities or the golf course property or clubhouse facility that are parts of the Project Facilities (the "Offered Assets") to any party other than the City, the Lessee shall first be required to offer to sell the Offered Assets to the City at the same price and upon the same terms as the Lessee intends to offer the Offered Assets for sale to third parties.

(b) The Lessee shall submit its offer to sell the Offered Assets to the City in a written notice specifying all material terms of such offer (the "Offer Notice"). The City shall have a period of 60 days after its receipt of the Offer Notice within which to exercise its right and option to purchase the Offered Assets upon the terms specified in the Offer Notice, by delivering a written acceptance of the offer contained in the Offer Notice to the Lessee.

(c) If the City does not exercise its right and option to purchase the Offered Assets within such 60-day period or if the City gives the Lessee written notice prior to the expiration of such 60-day period that it does not intend to exercise such right and option, then the Lessee shall thereafter be free to offer the Offered Assets for sale to third parties and to sell the Offered Assets to such a third party, upon the terms specified in the Offer Notice or upon such other terms as may be agreed upon between the Lessee and such third party buyer, provided that such terms are not materially different from those contained in the Offer Notice. The Parties further agree that the Lessee may not sell, either in whole or in part, the Project Facilities without receiving the prior written approval of the Lessor, which shall not be unreasonably withheld, and further provided, as a minimum, that any such purchaser is a reputable, qualified and experienced operator of golf course properties and agrees in writing to abide by all of the provisions of this Lease. The City agrees that a purchase price that is at least 90% of the purchase price specified in the Offer Notice shall not be deemed to be a material difference from the terms of sale contained in the Offer Notice.

(d) The Lessee shall not be permitted to sell the Offered Assets to any third party for a purchase price that is less than 90% of the purchase price specified in the Offer Notice without first again offering the Offered Assets to the City for such new purchase price. Further, the Lessee shall not be permitted to sell the Offered Assets to any third party at any time after the date that is more than two years after the date of the Offer Notice, without first again complying with the terms of this Section 7.10.

(e) The Parties agree that the provisions of this Section 7.10 shall not apply to a transfer of the Project Facilities, or any part thereof, by the Lessee to a person or entity owned or controlled by the Lessee or under common control with the Lessee, as part of a reorganization of the Lessee. For purposes of this subsection, "control" or "common control" shall be deemed to mean ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation or other majority equity and controlling interest if not a corporation.

(End of Article VII)

ARTICLE VIII

DISPOSITION OF PROPERTY UPON TERMINATION

Section 8.1. Termination of Lease. Subject to the Parties executing a further lease agreement to extend the term of this Lease, upon the expiration of the Lease Term, the Lease shall terminate and the leasehold interest granted herein shall be extinguished and the Lessor shall take possession of the Property and any Project Facilities thereon, subject to the rights of the Lessee under Section 4.5 and 4.6 hereof with respect to any personal property that may be included in the Project Facilities and subject to the rights of a lender or lenders to the Less under any applicable mortgage or leasehold mortgage.

(End of Article VIII)

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default. Any one or more of the following events shall be an Event of Default under this Lease:

(a) The Lessee shall fail to pay any payments of Rent on or prior to the date on which any such payment is due and payable.

(b) The Lessee shall fail to operate the Project Facilities or observe or perform any other term, covenant or agreement, on the Lessee's part to be observed or performed under this Lease, in any material respect, and that failure continues for 30 days after written notice of that failure is given to the Lessee by the Lessor; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, that failure shall not constitute an Event of Default so long as the Lessee institutes curative action within the applicable period and diligently pursues that action to completion.

(c) The Lessee shall abandon the premises, or shall make a general assignment of this Lease for the benefit of its creditors.

(d) The filing of an involuntary petition against the Lessee under any bankruptcy or insolvency law, or under the reorganization provisions of any law of like import, or a receiver of the Lessee or for the assets of the Lessee shall be appointed without the acquiescence of the Lessee and such petition or appointment shall remain undismissed for a period of sixty (60) days after the Lessor has given the Lessee written notice of intention to deem the petition or appointment as an Event of Default.

(e) The Lessee files a voluntary petition under any bankruptcy or insolvency law or files a petition or answer seeking any reorganization or dissolution, or seeks the appointment of any receiver, or makes any general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as the same become due.

Notwithstanding the foregoing, if, by reason of Force Majeure, the Lessee is unable to perform or observe any agreement, term or condition hereof, other than any obligation to make payments required hereunder, the Lessee shall not be deemed in default during the continuance of such inability. However, the Lessee shall promptly give notice to the Lessor of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other labor disturbances shall be entirely within their discretion.

Section 9.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Lessor may re-enter and take possession of the Property without terminating this Lease and sublease the Property for the account of the Lessee, holding the Lessee liable for the difference during the Lease Term between the rent and other amounts payable by such sublessee in such subleasing and the Rent;

(b) The Lessor may terminate this Lease, exclude the Lessee from possession of the Property and lease the Property to another, but holding the Lessee liable for all Rent up to the effective date of such subleasing;

(c) The Lessor may re-enter and take possession of the Property and operate the Project Facilities, and, in this event, the Lessee shall be obligated to reimburse Lessor as additional Rent for any costs, including but not limited to attorneys' fees and penalties imposed by lenders, which Lessor may incur in connection with curing a default of Lessee hereunder and under any related financing documents;

(d) The Lessor may attach, possess or otherwise control the Maintenance and Repairs Fund to the extent necessary to provide all maintenance and repairs necessary to restore the Project Facilities to the condition required by Section 4.3; or

(e) The Lessor may pursue all remedies now or hereafter existing at law or in equity to collect all the amounts then due and thereafter to become due under this Lease, or to enforce the performance and observance of any other obligation or agreement of the Lessee under this Lease.

Any amounts collected as or applicable to Rent collected pursuant to action taken under this Section shall be paid to the Lessor and applied in accordance with the provisions of this Lease. If the Lessor proceeds under any of paragraphs (a), (b), or (c) above, the Lessor shall take the Project Facilities subject to the lien, if applicable, of any mortgage, leasehold mortgage, or security interest on the Property, the Project Facilities, or the Lessee's interest under this Lease, relating to the financing of the construction and operation of the Project Facilities obtained in accordance with the terms of this Lease, and shall assume and agree to perform, or shall cause a subsequent owner or operator of the Project Facilities acceptable to the applicable lender, to assume and agree to perform, the remaining payment and other obligations under such financing.

Section 9.3. Lessor's Ability to Cure Default. Should the Lessee be in default of its obligations to any lender with a mortgage, leasehold mortgage, or security interest on the Property, the Project Facilities, or this Lease, the Lessor shall have the option to cure said default. If the Lessor declines to exercise its option to cure any such default by the Lessee and possession of the Project Facilities is obtained by one or more lenders of the Lessee through foreclosure or otherwise, the Project Facilities may thereafter be used by any such lenders or any assignee, successor or transferee of any such lenders for any use that is consistent with the applicable ordinances (including zoning) and other applicable laws and regulations of the Lessor.

Section 9.4. No Remedy Exclusive. No remedy conferred or reserved to the Lessor by this Lease is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this

Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 9.5. Agreement to Pay Attorneys' Fees and Expenses. If an Event of Default should occur and the Lessor should incur expenses, including attorneys' fees, in connection with the enforcement of this Lease or the collection of sums due under this Lease, the Lessee shall reimburse the Lessor for the expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount of those expenses, together with interest on those expenses from the date of demand for payment at the Interest Rate for Advances, to the extent permitted by law, shall be reimbursed and in any action brought to collect such sums, the Lessor shall be entitled to seek recovery of such expenses in such action except as limited by law or by judicial order or decision entered by rule proceedings.

Section 9.6. No Waiver. No failure by the Lessor to insist upon strict performance by the Lessee of any provision hereof shall constitute a waiver of their right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Lessee to observe or comply with any provision hereof.

(End of Article IX)

ARTICLE X

MISCELLANEOUS

Section 10.1. Quiet Enjoyment. The Lessor covenants with the Lessee that, upon the Lessee's payment of Rent and the performance and observance of the other covenants and agreements on its part to be performed and observed hereunder or upon the Lessee's causing such payment to be made and such covenants and agreements to be performed and observed by others, the Lessee shall and may peaceably and quietly have, hold and enjoy the Property without let or hindrance by the Lessor or by parties claiming under or through the Lessor.

Section 10.2. Notices. All notices, certificates, requests or other communications under this Lease shall be in writing and be deemed to be sufficiently given when mailed by first class mail, postage prepaid, addressed to the appropriate Notice Address. The Lessee and the Lessor may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 10.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding in accordance with its terms upon the Lessor and the Lessee and their permitted respective successors and assigns.

Section 10.4. Extent of Covenants of the Lessor; No Personal Liability. All covenants, stipulations, obligations and agreements of the Lessor contained in this Lease shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Lessor in other than in an official capacity, and neither the members of the Legislative Authority or any other officer of the Lessor shall be liable personally by reason of the covenants, stipulations, obligations or agreements of the Lessor contained in this Lease.

Section 10.5. Execution Counterparts. This Lease may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 10.6. Severability. In case any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act, or action, part thereof, made, assumed, entered into, or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any sections or provision of this Lease or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under this Lease, all of which shall be construed and enforced as if the illegal, invalid or inoperable portion were not contained therein. Any such illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, covenant, agreement, obligation, act, or action, or part or application thereof, all of which shall be deemed to be effective, operative, made, assumed entered into or taken in the manner and to the full extent permitted by law from time to time.

Section 10.7. Modification and Amendment. Any modification, amendment or waiver of any term of this Lease, including a modification, amendment or waiver of this term, must be in writing and signed by the Parties to be bound by the modification, amendment or waiver.

Section 10.8. Survival. Those provisions of this Lease which by their nature should survive the expiration or earlier termination of this Lease as well as those provisions which expressly survive the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease and shall be binding upon the Parties thereafter.

Section 10.9. Entire Agreement. This Lease, including the Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the lease of the Property and supersedes all prior understandings, if any, with respect to the lease of the Property. The Parties do not intend to confer any benefits to any person, firm or corporation other than the Parties hereto. No representation or warranty herein may be relied upon by any person not a party to this Lease.

Section 10.10. Governing Law. This Lease shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

Section 10.11 Recording. The Parties agree that this Lease shall not be required to be recorded, provided that a Memorandum of Lease acceptable to both parties is recorded.

(End of Article X)

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be duly executed in their respective names, all as of the date hereinbefore written.

Signed and acknowledged
in the presence of:

Melody Kennedy

Linda L. Gluck

Witnesses as to City

CITY OF DUBLIN, OHIO,
as the Lessor

By: Timothy C. Hansley

Printed: Timothy C. Hansley

Title: City Manager

By: Marsha I. Grigsby

Printed: Marsha I. Grigsby

Title: Director of Finance

Approved as to form:

Stephen J. Smith

Stephen J. Smith, Director of Law

Signed and acknowledged
in the presence of:

Thomas D. Anderson

Mr. Burbacker

Witnesses as to TGC

TARTAN GOLF COMPANY, LLC,
as the Lessee

By: Thomas D. Anderson

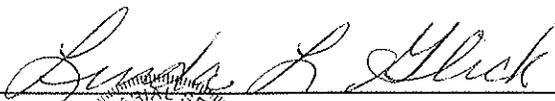
Printed: Thomas D. Anderson

Title: President

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 7th day of December, 2000, before me a Notary Public personally appeared Timothy C. Hansley and Marsha I. Grigsby, the City Manager and the Director of Finance, respectively, of the City of Dublin, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of the City of Dublin and the voluntary act and deed of the City of Dublin.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.



Notary Public



LINDA L. GLICK
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 19, 2004

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this 7th day of December, 2000, before me a Notary Public personally appeared Thomas D., the President of the Tartan Golf Company, LLC, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the Tartan Golf Company, LLC and the voluntary act and deed of the Tartan Golf Company, LLC.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.



M.B. BURBACHER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 11, 2005



Notary Public

This instrument was prepared by: Gregory W. Stype, Esq.
Squire, Sanders & Dempsey L.L.P.
1300 Huntington Center, 41 South High Street
Columbus, Ohio 43215
(614) 365-2742

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Lease, certifies hereby that the moneys required to meet the obligations of the City during the year 2000 under the foregoing Lease have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41, Ohio Revised Code.

Dated: December 7, 2000



Marsha I. Grigsby, Director of Finance, City of
Dublin, Ohio

EXHIBIT A

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "*Agreement*") is made and entered into this 14th day of August, 2000, by and between the CITY OF DUBLIN, OHIO (the "*City*"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "*State*") and its Charter, and EDWARDS GOLF COMMUNITIES LLC ("*Edwards*", and collectively with the City, the "*Parties*") an Ohio limited liability company having its principal office in Columbus, Ohio, under the circumstances summarized in the following recitals.

RECITALS:

WHEREAS, the City is desirous of encouraging and promoting development within the City of open space, parkland, public recreation facilities and adequate transportation infrastructure, and one of the strategies to be pursued by the City, particularly with respect to the development of the southwestern sector of the City, is to encourage cohesive developments that incorporate landscaped public plazas, water features and outdoor pedestrian areas, all generally designed to improve the quality of life of residents of the City; and

WHEREAS, Edwards is the contract vendee or is negotiating to purchase approximately 635.07± acres within the corporate boundaries of the City (as such property is generally depicted on Exhibit A and referred to herein as the "*Property*") for development, in part, as a proposed high quality residential community development; and

WHEREAS, in connection with the proposed development of the Property, the City and Edwards previously entered in a Memorandum of Understanding dated March 22, 2000 (the "*Memorandum*") which generally provided for that development, including a commitment by Edwards to transfer a portion of the Property to the City to provide for the construction of a publicly owned golf course; and

WHEREAS, that Memorandum also provided that the City and Edwards would undertake further investigation and study to identify the public infrastructure improvements required to facilitate that proposed development and related public park improvements as may be required by the City and once identified, to provide for the construction and development of those public infrastructure and public park improvements; and

WHEREAS, the Council has found that the City and generally all of its residents, and particularly those in the southwestern sector of the City where the Property is located, will benefit from a publicly owned golf course, public park, and other improvements to be made to the Property, including improvements to the streets and roadways in the Property, all as contemplated in the Memorandum and this Agreement; and

WHEREAS, the Council has further found that the development contemplated by the Memorandum and this Agreement, due to the large amount of green space and provision for a public golf course, the tremendous impact to improve residential quality of life in the southwest area, the wide and spacious views around the golf course, and many other scenic amenities, sets a standard that exceeds

any previously outlined either in Ordinance No. 95-96 passed October 5, 1998 (the “*Tree Preservation Ordinance*”) or pending development ordinances, and due to the large amount of land that will result in the City owning a public golf course and other park areas, the open space requirement for the development of 73.75± acres is exceeded; and

WHEREAS, pursuant to Ordinance No. 50-00 passed on August 14, 2000, the City approved the rezoning plan for the Property, dated July 7, 2000 (the “*Development Text*”); and

WHEREAS, pursuant to Ordinance No. 105-00 passed on August 14, 2000 (the “*Ordinance*”), the City Council has authorized the execution of this Agreement and to undertake the City’s obligations set forth herein; and

WHEREAS, the Parties have determined to enter into this Agreement to provide for the development of the Property within the City, all in accordance with the Development Text;

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties covenant, agree and obligate themselves as follows:

Section 1. General Matters Relating to Property Development.

(a) General Development. The Parties have entered into this Agreement to develop, or cause to be developed, the Property as portrayed on Exhibit A.

(b) Zoning of the Property. The Parties acknowledge and agree that the Development Text for the Property was approved effective August 14, 2000 as follows:

(1) Planned Commerce District. The portion of the Property designated for use as the golf club house, driving range and maintenance facility (as such area is portrayed on Exhibit B) has been rezoned Planned Commerce District in accordance with Section 153.058 of the City’s Codified Ordinances. The approved zoning permit incorporated the conceptual site plan set forth on Exhibit A attached hereto. Such rezoning shall permit the construction and operation of the golf club house, driving range and maintenance facility and other ancillary uses.

(2) Planned Low Density Residential District. All other property shown on Exhibit B has been rezoned “Planned Low Density Residential District” in accordance with Section 153.051 of the City’s Codified Ordinances. The final zoning for the Property will permit Edwards to construct a residential development and the City to construct the public golf course as portrayed in the conceptual site plan on Exhibit A.

(3) Condominiums and Cluster Homes. The Parties acknowledge that the approved Development Text provides for the construction in the aggregate of 322 condominium units and 99 cluster homes in the areas depicted on Exhibit A. Edwards agrees that a second level of review and approval as noted in the Development Text will be required as a condition precedent to the construction of those proposed condominiums and cluster homes. However, the Parties acknowledge and further agree that the additional review will in no way require Edwards to reduce the number of condominium units or cluster homes unless such reduction is agreed to by

Edwards. The City agrees that the secondary review will be undertaken by the City Planning Commission within a reasonable period of time and shall not require the dedication of any additional land for park purposes other than which is already provided for herein or in the Development Text.

(4) Extension of Certain Streets. The Parties agree that the City shall not require Edwards to extend streets from Kendall Ridge or Cramer Crossing into the Property.

(5) Diversity and Architectural Materials. The Parties agree that the diversity and architectural materials standards which Edwards shall be required to follow in connection with the development of the Residential Community Development (as defined below) are set forth in the Development Text.

(6) Other. The Parties agree that the Tree Preservation Ordinance, and City Ordinance No. 24-00 currently pending before Council, will not apply to the Property.

(c) Maintenance Facility. The Parties acknowledge that the City owns a 17.7± acre tract of land abutting the east side of the Property, south of Shier-Rings Road, which the City may use as a maintenance facility (the "*Maintenance Facility*"). The Parties agree to work together to develop a screening plan for the Maintenance Facility which shall be agreed upon by the Parties, prior to the construction of the Maintenance Facility, and implemented by the City prior to the occupancy of that Maintenance Facility. The Parties further agree that Edwards shall not be required to pay any expense related to the implementation of that screening plan.

(d) Timing of Property Development. The Parties acknowledge that their respective, mutual cooperation and coordination will be necessary to complete the timely development of the Property in accordance with the terms of this Agreement. Accordingly, the Parties agree that the provisions of this agreement related to timing may be amended from time to time with the mutual consent of the Parties to provide for the efficient, coordinated completion of the development of the Property.

Section 2. Property Acquisition and Development.

(a) Property Acquisition. Edwards agrees to acquire:

(1) the Golf Course Parcels (as defined below), and

(2) such other portions of the Property determined by the City and Edwards to be reasonably necessary to provide for:

(A) the construction of the Golf Course Development (as defined below) in accordance with Section 2(b)(3), and

(B) the construction of the Woerner Temple/Eiterman Improvements (as defined below) in accordance with Section 4(c),

all with reasonable dispatch but in no event no later than October 15, 2000.

(b) Golf Course Development.

(1) General City Agreement. In furtherance of the City's policies of encouraging and promoting open space, parkland and public recreation facilities within the City for use by the City's residents and the controlled growth of City industry and commerce, the City agrees that it will construct and operate, or cause to be constructed and operated, a first class, eighteen-hole, golf course open to the public, including a club house facility, practice facilities, related parking and other public amenities (as such area is portrayed on Exhibit A and referred to herein as the "*Golf Course Development*"), on the Golf Course Parcels (defined below) in accordance with this Agreement. The Parties agree that the City's obligation to construct and operate, or cause the construction and operation, of the Golf Course Development is subject to Edwards transferring the Golf Course Parcels to the City in accordance with this Agreement.

The Parties further agree that the City shall, to satisfy its obligation hereunder to construct and operate the Golf Course Development, either:

(A) enter into an agreement with a private entity to provide for the financing, construction, management and operation of the Golf Course Development, or

(B) alternatively and solely at the City's option, provide for the financing, construction, management and operation of the Golf Course Development in such manner as the City shall deem appropriate.

(2) Transfer of Required Parcels to City. By such time as is mutually agreeable to the Parties but not later than December 31, 2000, Edwards shall transfer or cause to be transferred to the City 209.76± acres of the Property required for the Golf Course Development (as those parcels are portrayed on Exhibit C and referred to herein as the "*Golf Course Parcels*"). With respect to the transfer of the Golf Course Parcels, the Parties further agree as follows:

(A) Deed. Edwards shall transfer unencumbered fee simple title in the Golf Course Parcels to the City by one or more warranty deeds (collectively, the "*Deed*"). The City shall promptly record the Deed with the Recorder of Franklin County, Ohio for recordation in the Deed Records. The City shall pay all costs of recording the Deed. Edwards shall pay any transfer fees.

(B) Title Insurance. Edwards shall furnish and pay for an owner's title insurance commitment and policy in the amount of \$7,000,000 or such other amount as is mutually agreeable to the Parties. The title evidence shall be certified to within 30 days prior to closing with endorsement as of 8:00 a.m. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Edwards marketable title in fee simple free and clear of all liens and encumbrances except : (i) those created by or assumed by the City; (ii) those specifically set forth in this Agreement; (iii) zoning ordinances; (iv) legal highways; and (v) covenants, restrictions, conditions and easements of record which do not unreasonably interfere with the City's intended use as the Golf Course Development.

If title to all or part of the Golf Course Parcels is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this Agreement, Edwards shall within (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exception therefore. At closing, Edwards shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

(C) Taxes. The real estate taxes, if any, for the tax year in which the Deed is delivered shall be apportioned between the City and Edwards as of the date of delivery of the Deed on a calendar year basis. If the amount of such taxes is not ascertainable on such date, the apportionment between the City and Edwards shall be on the basis of the amount representing the total year's tax allocable to the Golf Course Parcels by multiplying the valuation of the Golf Course Parcels as they appear on the last available County Treasurer's tax duplicate by the most recent tax date, but such apportionment shall be subject to final adjustment within thirty (30) days after the date of the actual amount of such taxes is ascertained. Real estate taxes for the tax years previous to the tax year in which such Deed is delivered, if any, will be paid by Edwards. If separate permanent parcel numbers do not exist for each of the Golf Course Parcels, then the taxes allocable to the Golf Course Parcels shall be apportioned among the separate Golf Course Parcels on a pro-rata basis based upon the relative area of each Golf Course Parcel.

(D) Purchase Price. Upon completion of construction of the Golf Course Development or July 1, 2002, whichever occurs earlier, the City shall remit to Edwards an amount of \$1,500,000, which amount shall represent the purchase price for the Golf Course Parcels. The Parties acknowledge that the current market value of the Golf Course Parcels is estimated at \$7,100,000. The Parties agree that the difference between the estimated current market value and the actual purchase price paid by the City will constitute a gift from Edwards to the City.

(E) Recoupment. The City agrees that, upon the conveyance to the City of the Golf Course Parcels, it will promptly file with the Franklin County Auditor any necessary documentation to defer the recoupment of real property taxes on the Golf Course Parcels; provided, however, the Parties acknowledge that the Franklin County Auditor shall in its sole discretion determine whether such deferral will be approved.

(3) Construction and Operation of Golf Course Development. Once the Golf Course Parcels are transferred to the City, the City agrees that it will provide for the diligent construction of the Golf Course Development. Edwards agrees to grant to the City any and all reasonably necessary access easements to the Golf Course Parcels over any part of the Property owned or controlled by Edwards necessary to enable the City to perform and complete the construction of the Golf Course Development. Edwards shall not be responsible for obtaining access for the City to the Golf Course Parcels over any property which is not owned or controlled by Edwards. The Parties agree that the design of the club house facility and the name of the Golf Course

Development will be approved by the City, after consultation with Edwards. The City agrees to use its best efforts to complete the Golf Course Development no later than July 1, 2002. Finally, the Parties acknowledge and agree that the design, construction, management and operation of the Golf Course Development, including the use of any related practice facilities, will be within the sole discretion of the City and any construction, management and operation firms which may be retained by the City from time to time; provided, however, the City agrees that it will reasonably consider any input from Edwards with respect to such design, construction, management and operation as the same may affect the Residential Community Development and the City shall not make any change to the Golf Course Development that would adversely affect the Residential Community Development without Edwards' prior written consent.

(c) Residential Community Development.

(1) Generally. Edwards agrees that it will use its best efforts to construct, or cause to be constructed, on the Property a high quality residential community development in those areas as depicted on Exhibit A (the "*Residential Community Development*"). Edwards agrees that it shall have the first phase of the Residential Community Development completed and model homes open for public viewing no later than July 1, 2002.

(2) Construction. In accordance with the Development Text and Section 1(b)(3) of this Agreement, the City shall allow the construction of homes, cluster homes and condominiums to commence before roadways are in place within the Property, provided that an acceptable haul road is available to provide for that construction. The Parties agree that lots, homes, cluster homes and condominiums may be sold at any time, but such homes, cluster homes and condominiums shall not be occupied until roadways are in place and accepted by the City.

(3) Indemnification. Edwards acknowledges that the City, pursuant to this Agreement, is permitting Edwards to undertake construction of homes, condominium units and cluster homes within the Property prior to the completion of all necessary roadway improvements and that the provision of certain public safety services, including but not limited to fire and police services, by the City to the Property may be impaired due to the lack of those necessary roadways. Edwards agrees that it will assume that risk during such period prior to the completion of all necessary roadways and Edwards further agrees to indemnify the City against any and all liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses and expenses (including without limitation, to the extent permitted by law, reasonable attorneys' fees and expenses), imposed upon or asserted against the City, without negligence or bad faith on the part of the City as may result from the construction of such homes, condominium units and cluster homes during the period prior to the completion of all necessary roadways.

(d) Coordination of Development.

(1) General. The Parties acknowledge that the construction of the Golf Course Development and the Residential Community Development will occur at substantially the same time. The Parties agree to cooperate and coordinate their respective efforts in the design and planning, including items such as grading and drainage, for each development in order that the developments will complement one another.

(2) Rough Grading. The Parties acknowledge that the Property will need to be rough graded in a single, continuous manner to provide for the most efficient development of the Golf Course Development and the Residential Community Development. Edwards agrees to undertake the rough grading for the Property in a manner and within a timeframe which is mutually agreeable to the Parties. The rough grading of the Property shall include, but not be limited to, the rough grading necessary for the Golf Course Development, the Residential Community Development, the Woerner Temple/Eiterman Improvement road profiles and the compaction of any fill deposited on those road bed areas in accordance with ODOT specifications for road construction. The Parties agree that the City shall reimburse Edwards for the cost of any rough grading and compaction as the Parties mutually agree is allocable to the Golf Course Development and the cost of the Woerner Temple/Eiterman Improvements.

Section 3. Park Acquisition and Development. In addition to the dedicated parkland the City requires through the development process, the Parties acknowledge that the City is desirous of identifying and purchasing park sites in the southwestern portion of the City to support the recreation needs of the future population in that area.

(a) Park Acquisition. In furtherance of the above, the City agrees that it will, at its sole cost and expense, acquire approximately 46.9± acres of land located adjacent to the Property (which area is portrayed on Exhibit D as the Potential Dublin Park and referred to herein as the "City Park") to be owned and operated by the City as a community public park. The City will pursue this acquisition and will exercise its best efforts to take all necessary legislative and appropriation actions so that the City may acquire the City Park no later than June 1, 2001. Notwithstanding the foregoing, Edwards agrees that the City shall not be required to exercise its powers of eminent domain to acquire any of the resident, freeholder parcels located south of Woerner Temple Road and west of Avery Road.

(b) Park Development. The Parties agree that the development of the City Park is integrally related to the overall development of the Property. Therefore, the Parties agree that the City may consider waiving any competitive bidding requirements imposed by the City Charter to provide for the design and construction of the City Park. The City agrees to reasonably consider any input from Edwards with respect to the design of the City Park.

(c) Cost of Development of the City Park. The Parties agree that the cost of developing the City Park in accordance with the plan approved by the City shall be apportioned as follows:

(1) City Contribution. The Parties agree that the City shall pay at least \$1,752,000, which includes the Edwards contribution described in Section 3(c)(2), towards the cost of designing and constructing the City Park.

(2) Edwards Contribution. Edwards agrees that it shall pay to the City an amount of \$452,000 to be applied towards the cost of the design and construction of the City Park. Edwards pledges and agrees that such payment will be made in the following installments:

(A) \$84,000 upon completion and acceptance of the City Park by the City;

(B) \$84,000 on each of the next two anniversaries of the first payment; and

(C) \$200,000 on July 1, 2002.

The Parties acknowledge and agree that the payments made by Edwards to the City under this subsection will constitute a gift to the City.

(d) Related Site. Edwards agrees to donate to the City the historic home site and related property located on the south side of Shier-Rings Road (portrayed as Subarea U on Exhibit E). The City shall maintain, or cause to be maintained, such site in a manner with is reasonably acceptable to the Parties.

Section 4. Roadway Improvements.

(a) Traffic Study. The Parties acknowledge that the City commissioned a traffic study by the Parsons Transportation Group to identify and assess the traffic needs in connection with the development of the Property. The Parties agree that based on that traffic study, the construction and improvement of certain arterial and collector streets in the southwest area of the City, located or to be located in or around the Property, is vital to comply with the City's policy of providing a roadway network with multiple connections between routes and uses. Further, the Parties acknowledge and agree that the City's portion of the cost of certain public roadway improvements is supported by the findings of that traffic study and that approximately two-thirds of the projected traffic on the improved Eiterman Road and Woerner Temple Road will consist of Golf Course Development and off-site generated traffic, and that the improvements to Woerner Temple Road and Eiterman Road are necessary to provide ingress and egress to the Golf Course Development, as well as to provide for off-site and on-site generated traffic. Therefore, in order to benefit all of the citizens of the City, the Parties agree to make roadway improvements as follows:

(b) Dedication and Vacation of Public Rights-of-Way and Easements.

(1) Generally. Edwards agrees that, as part of the platting process, it shall dedicate to the City the rights-of-way and easements for the construction and relocation of Woerner Temple Road and Eiterman Road, the construction of turn lanes on Shier-Rings Road, Cosgray Road and Rings Road and the construction and installation of all bikeways, utilities and tunnels as provided for in the approved Development Text (and as such rights-of-way and easements shall be described in the plat for the Property). Edwards further agrees to cooperate with the City and grant to the City easements not described herein or in the plat for the Property as the City shall deem necessary to provide for the construction of any infrastructure improvements benefiting the Property or abutting property; provided, however, the City will compensate Edwards for the additional easements to the extent the grant of such easements to the City results in an economic loss to Edwards as developer in connection with the development of the Residential Community Development. The City agrees that it will take all steps necessary to allow Edwards to undertake all necessary rough grading over the portions of current Woerner Temple Road which are not necessary to provide for the construction of the new Woerner Temple Road.

(2) Realigned Rings Road. The Parties agree that Edwards, through the platting process and in accordance with the Development Text, will convey a right-of-way to the City to provide a corridor for the construction of a portion of the realigned Rings Road (as such right-of-way is marked as Subarea N on Exhibit E and referred to herein as the “*Rings Right-of-Way*”). The Parties further agree that if the City, through its standard engineering practice, determines that the Rings Right-of-Way should be wider than originally provided for in the Development Text and the number of condominium units which may therefore be constructed in accordance with the Development Text is reduced, the City will compensate Edwards for the acquisition of such additional right-of-way, based on the economic loss to Edwards as developer for any necessary reduction in the number of condominium units as is otherwise provided for in the Development Text.

(c) Construction of Woerner Temple Road and Eiterman Road Improvements.

(1) Generally. The Parties agree that the City shall design and construct, or cause to be designed and constructed, Woerner Temple Road from Avery Road to Eiterman Road and Eiterman Road from a point 250 feet south of Woerner Temple Road (as noted on Exhibit F) north to Shier-Rings Road, including all related intersection improvements, utilities (including but not limited to water lines along such roadway improvements), tunnels and related appurtenances thereto (all as portrayed on Exhibit F and referred to herein as the “*Woerner Temple/Eiterman Improvements*”). The Parties also agree that Edwards will, as soon as possible after the execution of this Agreement, but no later than the date on which the plat for the Property is filed with the City, provide the locations of the terminus points of the Woerner Temple/Eiterman Improvements in order that field surveys may commence for the design thereof. The Parties further agree that the City will exercise its best efforts to cause the Woerner Temple/Eiterman Improvements to be substantially complete on or before November 1, 2001.

(2) Allocation of Costs. The Parties agree that, based on the current engineering designs, plans and specifications prepared by or on behalf of the City, the portion of the estimated cost of the Woerner Temple/Eiterman Improvements which is necessary for the development of the Residential Community Development is between \$4,500,000 and \$5,000,000. Accordingly, the Parties agree that the portion of the actual costs of the Woerner Temple/Eiterman Improvements to be borne by the owners of the parcels in the Residential Community Development in accordance with Section 4(c)(3) shall be limited to the lesser of (A) \$1,666,667 or (B) one-third (1/3) of the actual cost of the Woerner Temple/Eiterman Improvements.

(3) Special Assessments.

(A) General. The Parties agree that the lesser of (A) \$1,666,667 or (B) one-third (1/3) of the actual cost of the Woerner Temple/Eiterman Improvements shall be paid by the owners of the parcels in the Residential Community Development in the form of special assessments.

(B) Petition for Special Assessments. Edwards agrees that there will be prepared and filed with the City a petition for such special assessments under Revised

Code Chapter 727. The Parties agree that such petition will be in a form acceptable to the City's bond counsel and shall be filed with the City no later than January 1, 2001. The City agrees that upon receipt of the petition, it will proceed forward with the special assessment proceedings provided for under Revised Code Chapter 727. The Parties agree to cooperate in the special assessment proceedings in order that the special assessments will be levied for a maximum of twenty (20) years beginning in the 2001 tax year and first collected in calendar year 2002. Such assessments shall be liens running with the land.

(C) Financing of Special Assessments. To the extent property owners do not pay the special assessments as levied in the time period provided for by Ohio law, the Parties acknowledge and agree that the City may, in accordance with Ohio law, issue notes or bonds in anticipation of the collection of those unpaid special assessments. The Parties further agree that in accordance with Ohio law, the City may increase those unpaid special assessments by an amount necessary to reflect any financing costs, including but not limited to, interest and issuance expenses.

(4) City Portion of the Cost. The Parties agree that the remainder of the cost of the Woerner Temple/Eiterman Improvements shall not be borne by Edwards.

(5) Further Extension of Eiterman Road. The Parties agree that Edwards shall not, as part of the development of the Property, be required to pay the cost of constructing Eiterman Road from a point 250 feet south of Woerner Temple Road south to Rings Road.

(d) Roadway Improvements Constructed By Edwards. The Parties agree that as part of the development of the Property, Edwards shall design and construct, or cause to be designed and constructed:

(1) Generally. The roadway improvements which Edwards is generally required to construct in accordance with the Development Text.

(2) Secondary Access Road. Within five (5) years of the issuance of the first building permit in Subarea H, one or the other of the following: (A) a street connection from Subarea F (through Subarea R) to Subarea N or (B) a street connection from Subarea H (through the Golf Course Development and Subarea I) to Cosgray Road, all as depicted on Exhibit E.

(3) Realigned Rings Road. In conjunction with the development of either Subarea R or S (as depicted on Exhibit E) whichever occurs first, the portion of the realigned Rings Road which is depicted as Subarea N on Exhibit E.

(4) Left Turn Lane. The left turn lane and intersection improvements for the intersection immediately east of the intersection of Shier-Rings Road and Eiterman Road in the manner and at such time as would be customarily required by the City to preserve capacity of the related through lanes; provided, however, Edwards shall only be required to contribute the lesser of (A) the actual cost of that improvement or (B) \$150,000, towards the cost of such left turn lane and intersection improvements.

Section 5. Utilities. In accordance with Resolution No. 48-99 adopted by the Council of the City on November 15, 1999, pursuant to requirements found in Section 709.31 of the Revised Code, and in furtherance of the City's commitment to provide services to residents of the City, the Parties agree that utilities will be provided to the Property in the following manner:

(a) Utilities Provided by the City. The City agrees to provide for the design, construction and installation of the following utility improvements in connection with the development of the Property:

(1) Water. The City will provide adequate municipal water facilities including fire demand, pressure and flows, from lines located in the City near the Property to service the Property for its proposed uses. The City will cause the construction of (A) approximately 3200 lineal feet of water line along Eiterman Road, north from Shier-Rings Road and (B) approximately 3000 lineal feet of water line along Shier-Rings Road, east from Eiterman Road. The City shall obtain all easements necessary for the construction of said extension of water lines, except that any and all easements from property under the control or ownership of Edwards shall be donated to the City. The Parties agree to cooperate in the design of the utility improvements.

(2) Sanitary Sewer. The City agrees that it will provide to the perimeter of the Property adequate municipal sanitary sewer facilities from lines located near the Property for the proposed uses. The City will cause the construction of approximately 2700 lineal feet of sanitary sewer line along Shier-Rings Road, east from Eiterman Road. The City agrees that the sanitary sewer lines shall be designed, sized and constructed to adequately serve the contemplated development of the Property.

(3) Depiction and Timing. The Parties agree that the water and sanitary sewer improvements described in this Section 5(a) are depicted on Exhibit F and that the City will exercise its best efforts to cause such improvements to be substantially complete on or before November 1, 2001. The City agrees that the water and sanitary sewer improvements will be constructed within the public easements. The City further agrees that Edwards shall be permitted to commence construction of water and sanitary sewer improvements for the Residential Community Development at the same time as the City is constructing its public improvements.

(b) Utilities Provided by Edwards. Edwards agrees as part of its development to oversize sanitary sewer lines through the development in order to accommodate other properties in the area which the City desires to service. Accordingly, the City agrees that it will contract with Edwards to cause such oversizing to be put in place and such contract shall provide for payment by the City for the cost of oversizing including, but not limited to, increased cost of pipe, additional excavation required, additional rock removal and all other costs to be incurred by such oversizing. The Parties agree that such additional cost is estimated to be approximately \$175,000. Edwards shall notify the City upon completion of each phase of such sanitary sewer construction and the City shall compensate Edwards for such oversizing applicable to each completed phase within sixty (60) days of receipt of such notification. Edwards also agrees to provide a tap to the sanitary sewer improvements which it shall construct within the Property for the benefit of the club house facility in the Golf Course Development and such tap shall

be available to the City prior to the completion of the Golf Course Development. The City agrees to reimburse Edwards for the cost of that sanitary sewer tap. This section is applicable to on-site utilities in public easements or in rights-of-way dedicated or to be dedicated to the City. Finally, the Parties acknowledge and agree that the City maintains a published policy for the oversizing of water lines and that Edwards may submit expenses for reimbursement pursuant to that policy.

(c) Storm Water. Consistent with the City's storm water drainage ordinance (Ordinance No. 40-98) and standard civil engineering practices, the City agrees that Edwards shall be permitted to utilize areas within the Golf Course Development for all storm water detention from the Residential Community Development and further, Edwards may utilize a portion (not more than two acres of drainage capacity) of a pond within the City Park for additional storm water detention.

(d) Maintenance of Existing Wells. The Parties acknowledge that the water service for certain parcels abutting the Property is supplied by existing groundwater wells. The Parties agree to cooperate during the course of development of the Property to use their best efforts not to disrupt or diminish the water supplied by those wells. If it is determined that such water supply has been diminished as a result of the development of the Property, the Parties agree to cooperate to restore that water supply.

(e) Other Utilities. The City agrees that it will exercise its best efforts to cooperate with third parties to facilitate the extension of utilities into the southeastern portion of the Property in a timely manner to accomplish the objectives of this Agreement.

Section 6. Public Pool and Recreational Facility. The Parties agree that certain additional recreation facilities are required for the residents of the southwestern portion of the City. The Parties agree that Edwards shall make a gift to the City in the amount of \$1,000,000, which gift shall be applied solely towards the cost of constructing a public pool and recreational facility in reasonable proximity to the Property. The City agrees to reasonably consider any input from Edwards with respect to the design of the public pool and recreational facility. Edwards agrees that such gift will be made to the City not later than thirty (30) days after the completion of that public pool and recreational facility which completion is presently expected to occur in calendar year 2004.

Section 7. Events of Default and Remedies.

(a) Generally. Except as may be otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party, or any successor to such Party, such Party or successor shall, upon written notice from the other Party, proceed promptly to cure or remedy such default or breach. In case such remedial action is not taken or not diligently pursued within thirty (30) days of such written notice, the party asserting default or breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such default or breach. Nothing in this Agreement shall limit the right of any Party to pursue any remedy otherwise available to it at either law or in equity.

(b) Force Majeure. If by reason of Force Majeure, any Party fails in the observation or performance of any of its agreements, duties or obligations to be observed or performed under this Agreement, that Party shall not be deemed to be in default under this Agreement. However, that Party shall

promptly give notice to the other Party of the existence of an event of Force Majeure and shall use its best efforts to remove the effects thereof; provided that the settlement of strikes or other such disturbances shall be entirely within its discretion.

The term Force Majeure shall mean, without limitation, acts of God; acts by the people of the City initiating and filing any public referendum challenging the validity of this Agreement or any other agreement or instrument adopted or approved by the City in conjunction with the development of the Property; strikes, lockouts or other such disturbances; acts or delays of the other Party; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials (except the City or its officials), or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes, fires, hurricanes; tornadoes; storms; droughts; floods; unusually severe weather; arrests; restraints of government and people; explosions; breakage; malfunction or accident to facilities, machinery or transmission lines; partial or entire failure of utilities; freight embargoes; unavailability or shortages of materials, labor, supplies, transportation or delays of contractors, subcontractors or materialmen due to any of such causes; or any cause, circumstance or event not reasonably within the control of that Party.

Section 8. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, notices shall be addressed to:

(1) the City at:

City of Dublin, Ohio
5800 Shier Rings Road
Dublin, Ohio 43016-7295
Attention: Director of Development

(2) Edwards at:

Edwards Golf Communities LLC
500 South Front Street
Suite 770
Columbus, Ohio 43215-7619
Attention: Deborah Rurik-Goodwin

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Assignments.

(1) General. Except as otherwise provided herein, each Party agrees not to assign this Agreement without the prior written consent of the other Party.

(2) Assignment to Affiliate or Subsidiary. Edwards may, however, assign its rights and obligations herein to an affiliate or subsidiary. For purposes of this Section 8, an "affiliate or subsidiary" shall mean a legal entity which shall be directly or indirectly controlled, under the control of, or be under common control within Edwards. For purposes hereof, "control" shall be deemed to mean ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation or other majority equity and controlling interest if the entity is not a corporation.

(3) Default. The City agrees that it will not unreasonably withhold its consent to an assignment of this Agreement to any lender of Edwards which may be required as a result of a default by Edwards on any agreement related to the development of the Residential Community Development.

(c) Extent of Provisions Regarding City. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future member, officer, agent or employee of the City or its City Council in other than his or her official capacity.

(d) Extent of Provisions Regarding Edwards. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future officer, agent or employee of Edwards in an individual capacity.

(e) Personal Liability. To the extent authorized and permitted by applicable law, no official executing or approving the City's or Edwards' participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(f) Binding Effect. Subject to the Ordinance taking effect on September 13, 2000, the Parties each represent, warrant and covenant to one another that each Party has fully power and authority to perform their respective obligations under this Agreement and that the execution, delivery and performance of this Agreement have been duly and effectively approved and authorized by all necessary action. This Agreement shall be binding upon, and inure to the benefit of, the City, Edwards and their respective permitted successors and assigns. Provided, however, any covenant, agreement or obligation of the City which requires the expenditure of funds shall not be a general debt of the City. Each covenant, agreement and obligation of the City under this Agreement is binding upon each officer of the City who may have the authority or duty from time to time under law to take any action which may be necessary or advisable to observe or perform that covenant, agreement or obligation.

(g) Amendments. The Parties acknowledge that the terms of this Agreement relating to the development of the Property may need to be amended from time to time and agree, therefore, that this Agreement may be amended from time to time by written instrument executed by both of the Parties.

(h) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(i) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

(j) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

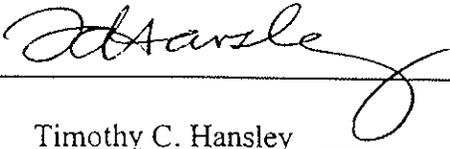
(k) Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and Edwards, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

(l) Survival of Representations and Warranties. All representations and warranties of Edwards and the City in this Agreement shall survive the execution and delivery of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Edwards have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF DUBLIN, OHIO

By: 

Printed: Timothy C. Hansley

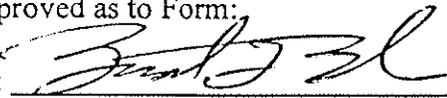
Title: City Manager

By: 

Printed: Marsha I. Grigsby

Title: Director of Finance

Approved as to Form:

By: 

Printed: Stephen J. Smith

Title: Director of Law

EDWARDS GOLF COMMUNITIES LLC

By: 

Printed: Peter H. Edwards

Title: Chairman

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2000 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41, Ohio Revised Code.

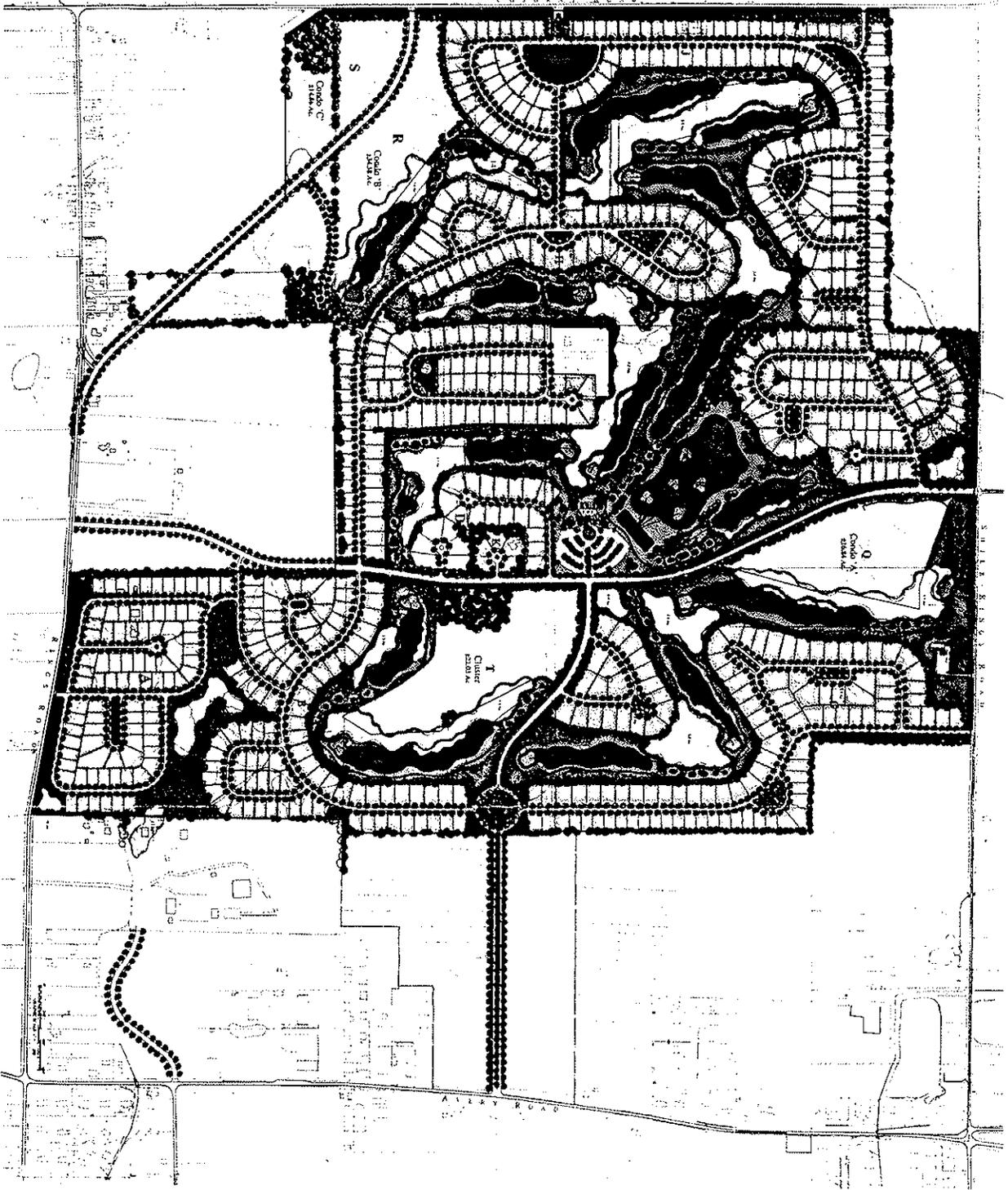
Dated: 9/18, 2000



Director of Finance
City of Dublin, Ohio

EXHIBIT A

GENERAL DEPICTION OF PROPERTY DEVELOPMENT



CARD OF THE COURSE

NO.	NAME	PAR	YARDS	NO.	NAME	PAR	YARDS
1	18th	3	170	10	18th	3	170
2	17th	4	220	11	17th	4	220
3	16th	3	130	12	16th	3	130
4	15th	4	180	13	15th	4	180
5	14th	3	140	14	14th	3	140
6	13th	4	190	15	13th	4	190
7	12th	3	150	16	12th	3	150
8	11th	4	200	17	11th	4	200
9	10th	3	160	18	10th	3	160

SINGLE FAMILY DATA

NO.	SECTION	AREA	PERCENT	NO.	SECTION	AREA	PERCENT
1	1	100	100	10	10	100	100
2	2	200	200	11	11	200	200
3	3	300	300	12	12	300	300
4	4	400	400	13	13	400	400
5	5	500	500	14	14	500	500
6	6	600	600	15	15	600	600
7	7	700	700	16	16	700	700
8	8	800	800	17	17	800	800
9	9	900	900	18	18	900	900

SITE DATA

NO.	SECTION	AREA	PERCENT	NO.	SECTION	AREA	PERCENT
1	1	100	100	10	10	100	100
2	2	200	200	11	11	200	200
3	3	300	300	12	12	300	300
4	4	400	400	13	13	400	400
5	5	500	500	14	14	500	500
6	6	600	600	15	15	600	600
7	7	700	700	16	16	700	700
8	8	800	800	17	17	800	800
9	9	900	900	18	18	900	900



ILLUSTRATIVE MASTER PLAN

DUBLIN GOLF COMMUNITY

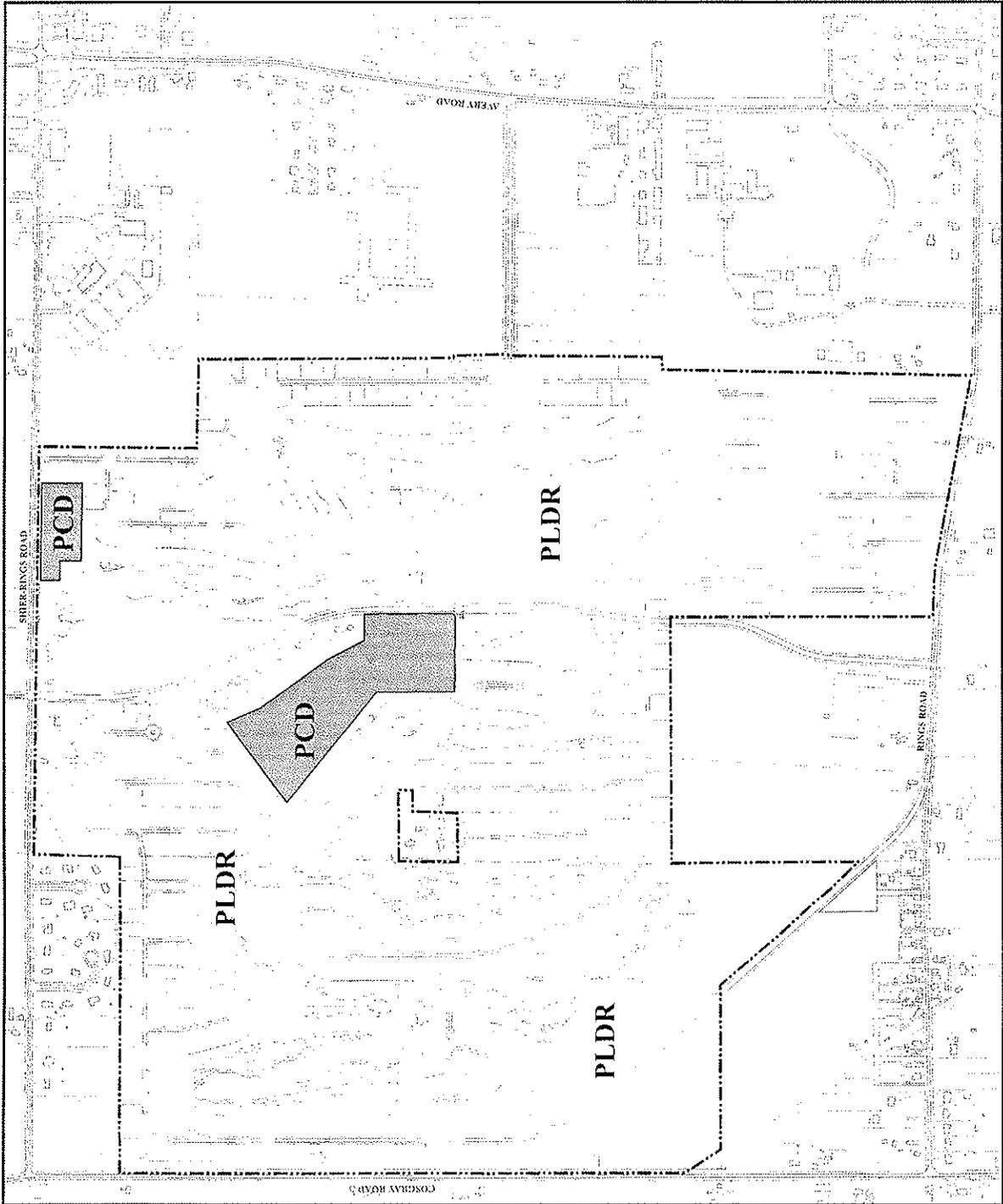
DUBLIN, OHIO

MULICAN
an Edwards Company



EXHIBIT B

DEPICTION OF ZONING FOR THE PROPERTY



LEGEND	
	PLDR (±618.96 ac.)
	PCD (±23.61 ac.)



PROPOSED ZONING EXHIBIT



DUBLIN GOLF COMMUNITY

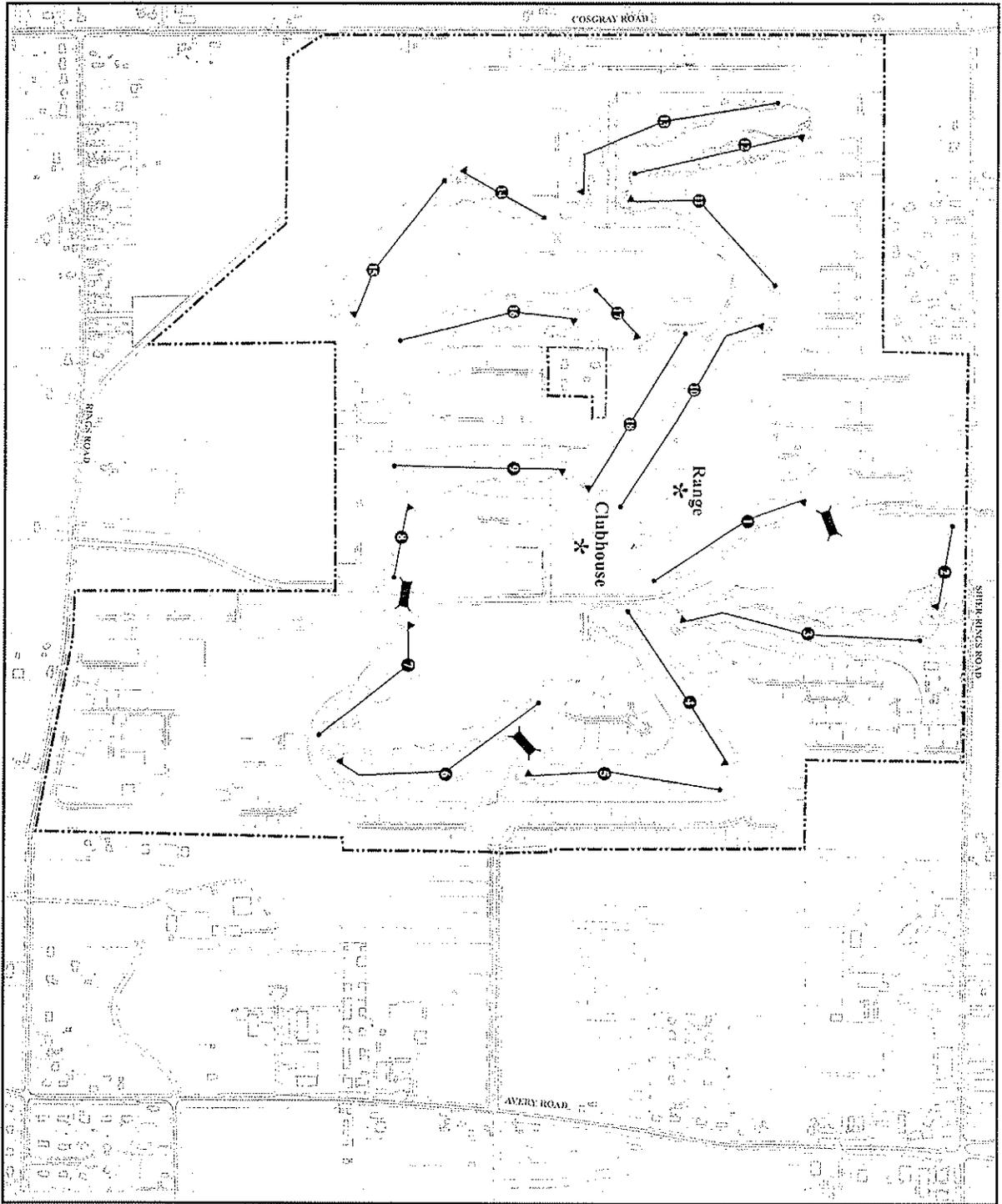
DUBLIN, OHIO

Multicon
an Edwards Company



EXHIBIT C

DEPICTION OF GOLF COURSE PARCELS



GOLF COURSE
ROUTING EXHIBIT



DUBLIN GOLF COMMUNITY

DUBLIN, OHIO

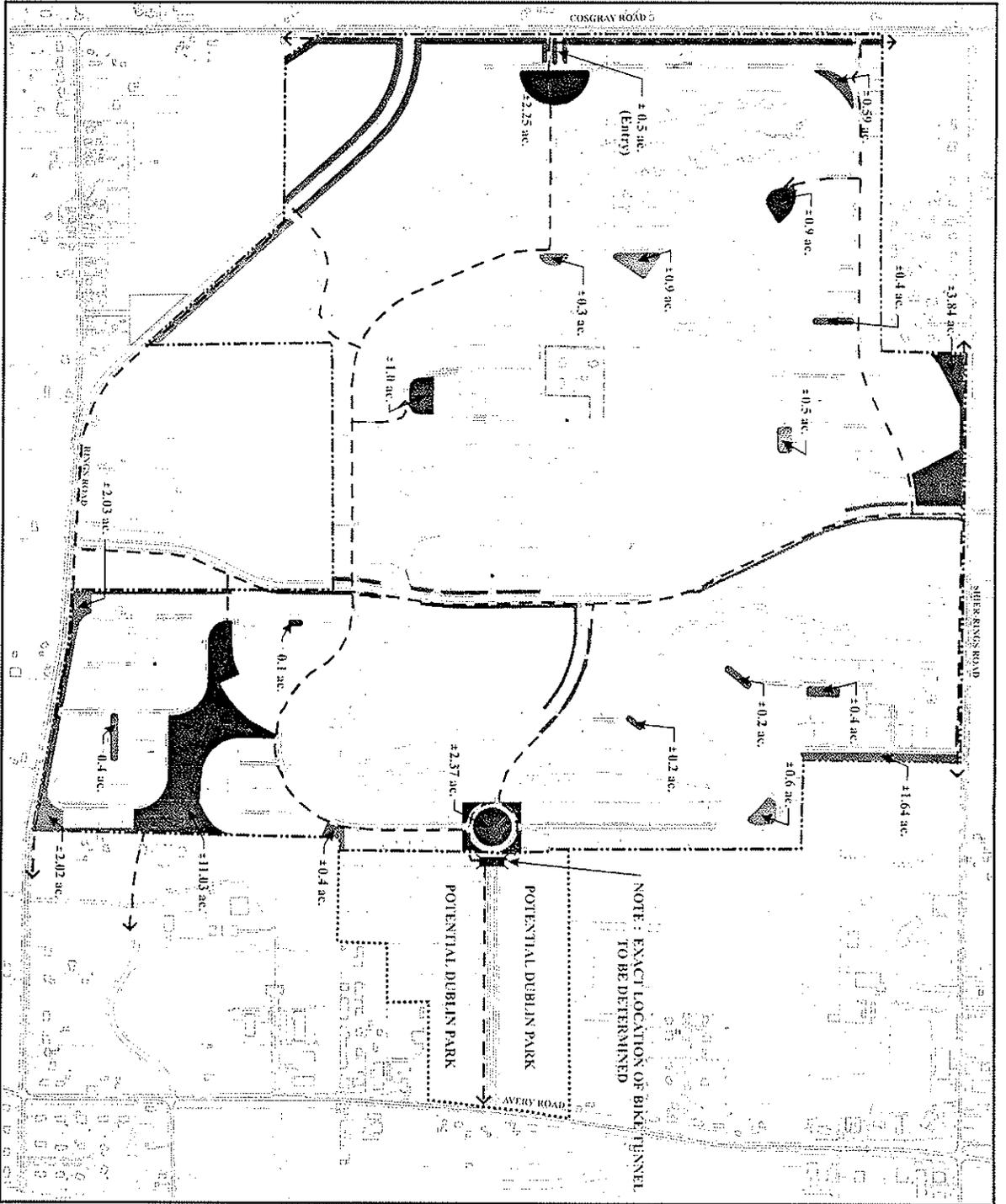
MULICOM

an Edwards & Kelcey Company



EXHIBIT D

DEPICTION OF CITY PARK



LEGEND

	Community Parks (11.18 ac) Buffers (13.38 ac) TOTAL (24.56 ac)
	Dublin Parks & Rec (21.39 ac)
	Golf (209.76 ac)
	8' Bike Path
	Tunnel



OPEN SPACE EXHIBIT

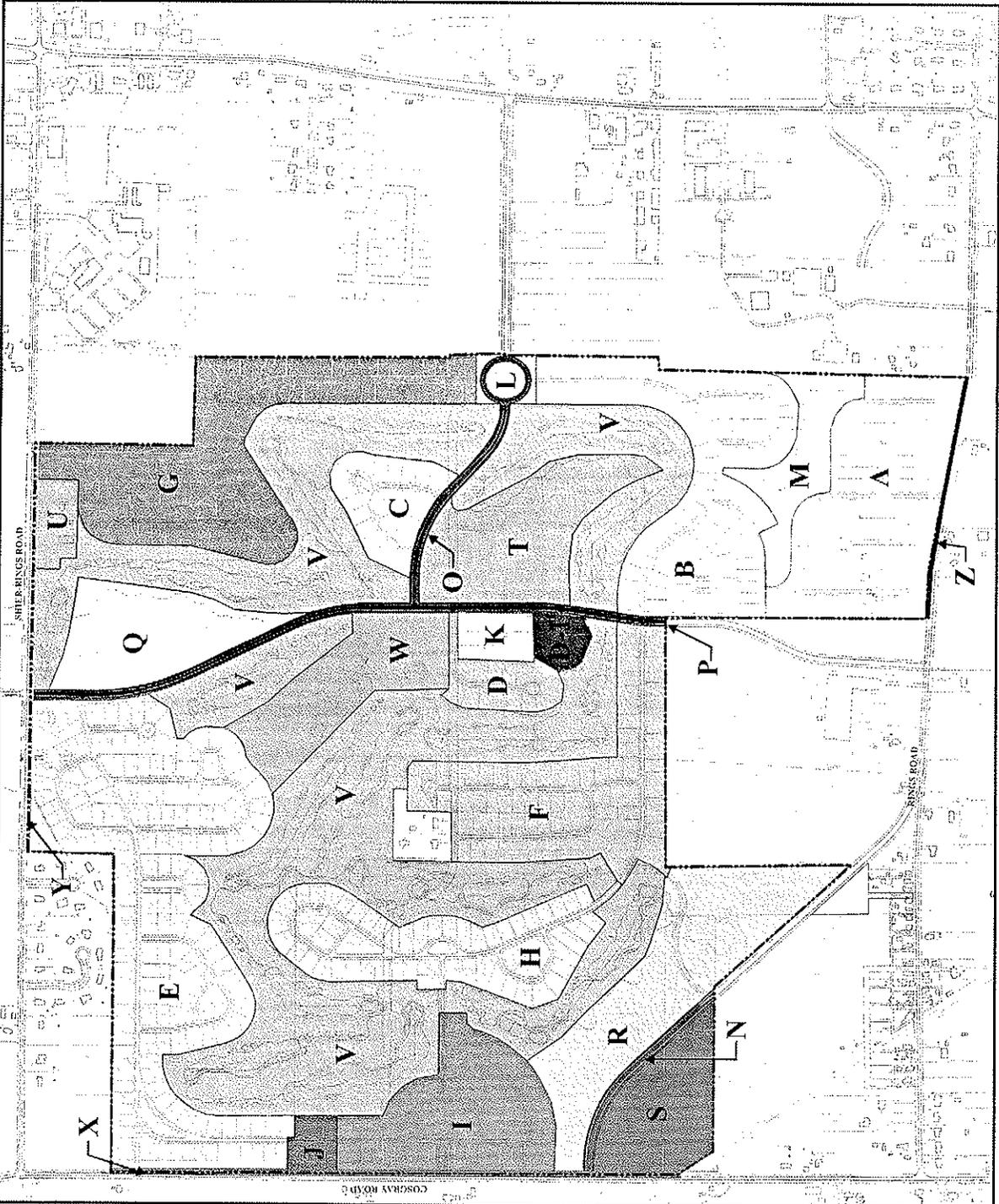
DUBLIN GOLF COMMUNITY
DUBLIN, OHIO

Mulicaan
an Edwards Company



EXHIBIT E

DEPICTION OF VARIOUS SUBAREAS WITHIN THE PROPERTY



SITE DATA

Subarea	Acres	Parks	Buffers	Lots/Units
A	35.97	4.45	1.01	88
B	39.10	0.5	0.45	96
C	10.43	0.2	0.46	20
D	6.55	0	0	14
D-1	3.12	0	0.22	6
E	76.01	6.23	1.71	159
F	34.44	1	0.21	81
G	42.36	2.84	0.25	94
H	28.88	1.20	0	55
I	24.63	2.75	1.73	49
J	2.83	0	0.38	7
K	4.21	0	0.32	8
L	2.37	2.37	0	
M	11.03	11.03	0	
N	2.55	N/A	N/A	
O	3.57	N/A	N/A	
P	7.28	N/A	N/A	
Q	16.84	T.B.D.	1.22	76
R	34.38	T.B.D.	2.20	172
S	14.86	T.B.D.	2.05	74
T	22.03	T.B.D.	1.17	99
U	3.93	3.93	N/A	
V	186.15	186.15	N/A	
W	19.68	19.68	N/A	
X	4.54	N/A	N/A	
Y	3.63	N/A	N/A	
Z	1.2	N/A	N/A	
Subtotals	642.57	242.33	13.38	1098
Totals		255.71		1,77 du/ac



SUBAREA EXHIBIT



DUBLIN GOLF COMMUNITY

DUBLIN, OHIO

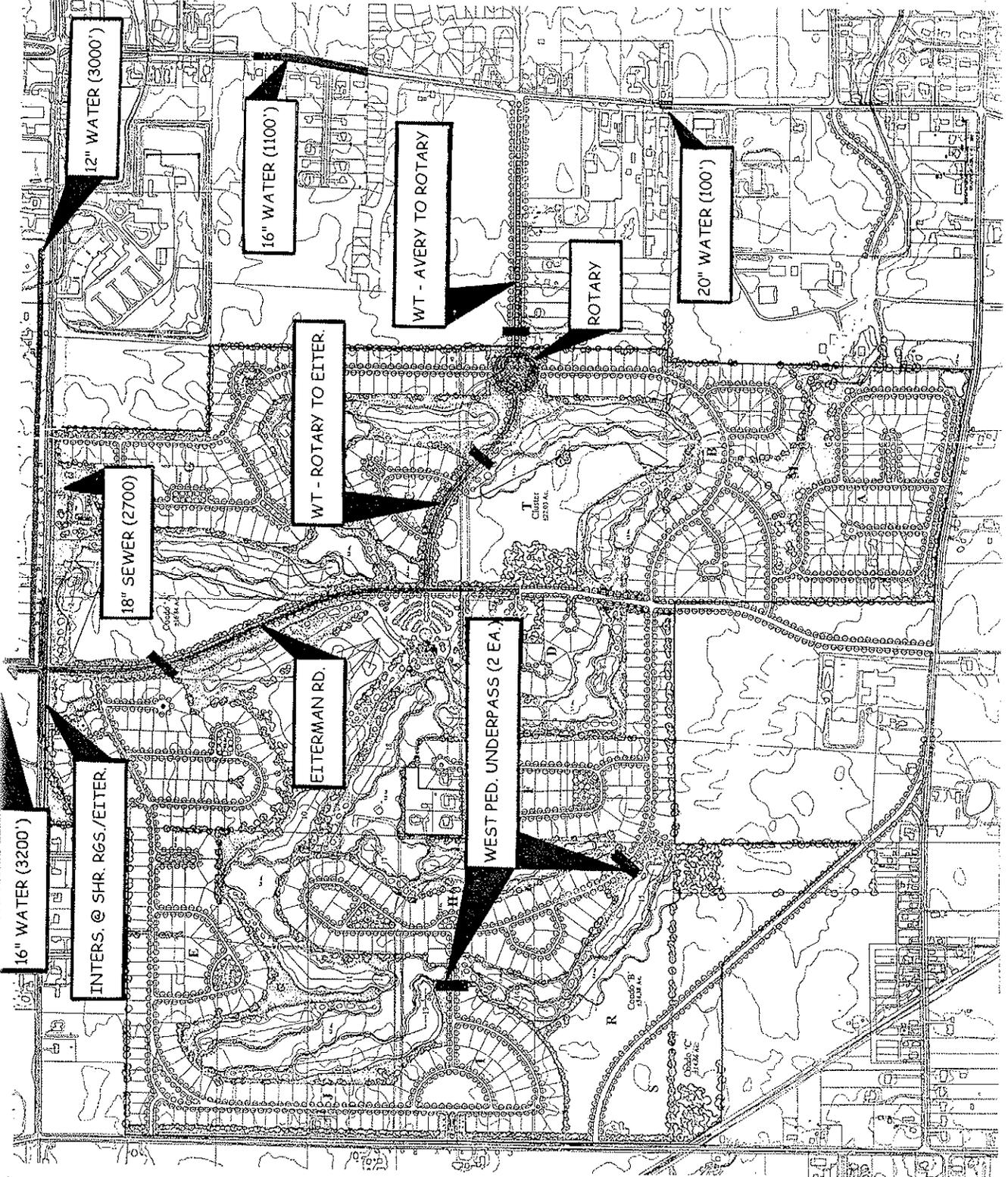
Multicon

an Edwards Company



EXHIBIT F

DEPICTION OF INFRASTRUCTURE IMPROVEMENTS



CARD OF THE COURSE

NO.	TYPE	FE	100' VERTS	FE
1	100'	11	100'	11
2	100'	11	100'	11
3	100'	11	100'	11
4	100'	11	100'	11
5	100'	11	100'	11
6	100'	11	100'	11
7	100'	11	100'	11
8	100'	11	100'	11
9	100'	11	100'	11
10	100'	11	100'	11
11	100'	11	100'	11
12	100'	11	100'	11
13	100'	11	100'	11
14	100'	11	100'	11
15	100'	11	100'	11
16	100'	11	100'	11
17	100'	11	100'	11
18	100'	11	100'	11
19	100'	11	100'	11
20	100'	11	100'	11
21	100'	11	100'	11
22	100'	11	100'	11
23	100'	11	100'	11
24	100'	11	100'	11
25	100'	11	100'	11
26	100'	11	100'	11
27	100'	11	100'	11
28	100'	11	100'	11
29	100'	11	100'	11
30	100'	11	100'	11
31	100'	11	100'	11
32	100'	11	100'	11
33	100'	11	100'	11
34	100'	11	100'	11
35	100'	11	100'	11
36	100'	11	100'	11
37	100'	11	100'	11
38	100'	11	100'	11
39	100'	11	100'	11
40	100'	11	100'	11
41	100'	11	100'	11
42	100'	11	100'	11
43	100'	11	100'	11
44	100'	11	100'	11
45	100'	11	100'	11
46	100'	11	100'	11
47	100'	11	100'	11
48	100'	11	100'	11
49	100'	11	100'	11
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61	100'	11	100'	11
62	100'	11	100'	11
63	100'	11	100'	11
64	100'	11	100'	11
65	100'	11	100'	11
66	100'	11	100'	11
67	100'	11	100'	11
68	100'	11	100'	11
69	100'	11	100'	11
70	100'	11	100'	11
71	100'	11	100'	11
72	100'	11	100'	11

SINGLE FAMILY DATA:

SECTION	AREA	ACREAGE	100' VERTS	50' VERTS	LOT VERTS	SECT VERTS	TOTAL VERTS
A	100'	100'	100'	100'	100'	100'	100'
B	100'	100'	100'	100'	100'	100'	100'
C	100'	100'	100'	100'	100'	100'	100'
D	100'	100'	100'	100'	100'	100'	100'
E	100'	100'	100'	100'	100'	100'	100'
F	100'	100'	100'	100'	100'	100'	100'
G	100'	100'	100'	100'	100'	100'	100'
H	100'	100'	100'	100'	100'	100'	100'
I	100'	100'	100'	100'	100'	100'	100'
J	100'	100'	100'	100'	100'	100'	100'
K	100'	100'	100'	100'	100'	100'	100'
L	100'	100'	100'	100'	100'	100'	100'
M	100'	100'	100'	100'	100'	100'	100'
N	100'	100'	100'	100'	100'	100'	100'
O	100'	100'	100'	100'	100'	100'	100'
P	100'	100'	100'	100'	100'	100'	100'
Q	100'	100'	100'	100'	100'	100'	100'
R	100'	100'	100'	100'	100'	100'	100'
S	100'	100'	100'	100'	100'	100'	100'
T	100'	100'	100'	100'	100'	100'	100'
U	100'	100'	100'	100'	100'	100'	100'
V	100'	100'	100'	100'	100'	100'	100'
W	100'	100'	100'	100'	100'	100'	100'
X	100'	100'	100'	100'	100'	100'	100'
Y	100'	100'	100'	100'	100'	100'	100'
Z	100'	100'	100'	100'	100'	100'	100'
TOTAL	3200'	291	289	217	277	242	23

SITE DATA:

SECTION	AREA	ACREAGE	SECT VERTS	LOT VERTS	SECT VERTS	TOTAL VERTS
A	100'	100'	100'	100'	100'	100'
B	100'	100'	100'	100'	100'	100'
C	100'	100'	100'	100'	100'	100'
D	100'	100'	100'	100'	100'	100'
E	100'	100'	100'	100'	100'	100'
F	100'	100'	100'	100'	100'	100'
G	100'	100'	100'	100'	100'	100'
H	100'	100'	100'	100'	100'	100'
I	100'	100'	100'	100'	100'	100'
J	100'	100'	100'	100'	100'	100'
K	100'	100'	100'	100'	100'	100'
L	100'	100'	100'	100'	100'	100'
M	100'	100'	100'	100'	100'	100'
N	100'	100'	100'	100'	100'	100'
O	100'	100'	100'	100'	100'	100'
P	100'	100'	100'	100'	100'	100'
Q	100'	100'	100'	100'	100'	100'
R	100'	100'	100'	100'	100'	100'
S	100'	100'	100'	100'	100'	100'
T	100'	100'	100'	100'	100'	100'
U	100'	100'	100'	100'	100'	100'
V	100'	100'	100'	100'	100'	100'
W	100'	100'	100'	100'	100'	100'
X	100'	100'	100'	100'	100'	100'
Y	100'	100'	100'	100'	100'	100'
Z	100'	100'	100'	100'	100'	100'
TOTAL	3200'	291	289	217	277	242



ILLUSTRATIVE MASTER P



DUBLIN GOLF COMMU

DUBLIN, OHIO

Multicom
an Edwards Company

REVISED
DATE

EXHIBIT B

PROPERTY

92.263 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200009290198479, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210, at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 420.08 feet to a point;

thence North 05° 10' 11" West, leaving said centerline, a distance of 30.00 feet to an iron pin set at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North 05° 01' 56" West, a distance of 1189.58 feet to an iron pin set;

North 18° 17' 34" East, a distance of 166.17 feet to an iron pin set;

North 40° 11' 44" East, a distance of 164.93 feet to an iron pin set;

North 64° 04' 01" East, a distance of 164.88 feet to an iron pin set;

North 84° 45' 03" East, a distance of 91.60 feet to an iron pin set;

South 05° 14' 57" East, a distance of 107.25 feet to an iron pin set;

South 19° 36' 38" East, a distance of 380.00 feet to an iron pin set;

South 38° 31' 19" East, a distance of 140.09 feet to an iron pin set;

South 73° 20' 47" East, a distance of 170.00 feet to an iron pin set;

North 71° 34' 12" East, a distance of 139.19 feet to an iron pin set;

North 51° 28' 10" East, a distance of 550.00 feet to an iron pin set;

North 28° 07' 43" East, a distance of 110.60 feet to an iron pin set;

South 65° 30' 15" East, a distance of 161.25 feet to an iron pin set;

North 84° 45' 03" East, a distance of 280.00 feet to an iron pin set;

South 05° 14' 57" East, a distance of 185.00 feet to an iron pin set;

South 35° 37' 14" East, a distance of 170.00 feet to an iron pin set;

South 59° 47' 16" East, a distance of 150.00 feet to an iron pin set;

South 83° 46' 13" East, a distance of 145.00 feet to an iron pin set;

92.263 ACRES

-2-

North 72° 31' 09" East, a distance of 185.00 feet to an iron pin set;

North 40° 43' 05" East, a distance of 235.00 feet to an iron pin set;

North 70° 42' 53" East, a distance of 123.69 feet to an iron pin set;

North 30° 30' 17" East, a distance of 154.03 feet to an iron pin set;

North 05° 14' 57" West, a distance of 180.00 feet to an iron pin set;

North 22° 29' 26" West, a distance of 151.82 feet to an iron pin set;

North 69° 20' 02" East, a distance of 175.00 feet to an iron pin set;

North 27° 52' 12" East, a distance of 180.00 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = 13° 14' 07", Radius = 1535.00 feet) a chord bearing and distance of South 24° 48' 29" East, 353.80 feet to an iron pin set;

South 31° 25' 32" East, a distance of 788.60 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = 26° 39' 34", Radius = 1165.00 feet) a chord bearing and distance of South 18° 05' 45" East, 537.19 feet to an iron pin set;

South 04° 45' 58" East, a distance of 510.00 feet to an iron pin set; and

South 40° 14' 02" West, a distance of 23.95 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road;

thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 1012.70 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North 03° 45' 37" West, a distance of 241.29 feet to an iron pin set;

North 58° 30' 52" West, a distance of 89.27 feet to an iron pin set;

South 84° 35' 46" West, a distance of 150.00 feet to an iron pin found;

North 04° 11' 18" West, a distance of 97.10 feet to an iron pin set;

South 85° 01' 58" West, a distance of 496.54 feet to an iron pin set; and

South 03° 45' 37" East, a distance of 395.52 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road;

thence with said northerly right-of-way line, the following courses and distances:

with the arc of a curve to the right (Delta = 67° 12' 05", Radius = 242.84 feet) a chord bearing and distance of North 58° 59' 41" West, 268.78 feet to an iron pin set;

92.263 ACRES

-3-

North 25° 23' 47" West, a distance of 104.06 feet to an iron pin set at a point of curvature to the left; and with the arc of said curve (Delta = 43° 36' 02", Radius = 302.84 feet) a chord bearing and distance of North 47° 00' 14" West, 224.93 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract the following courses and distances:

North 30° 43' 44" East, a distance of 439.30 feet to an iron pin set;

North 05° 43' 01" West, a distance of 280.00 feet to an iron pin set;

North 43° 29' 02" West, a distance of 190.00 feet to an iron pin set;

North 74° 51' 00" West, a distance of 180.00 feet to an iron pin set;

South 69° 52' 44" West, a distance of 180.00 feet to an iron pin set;

South 32° 34' 51" West, a distance of 380.00 feet to an iron pin set; and

South 05° 29' 31" East, a distance of 469.03 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road;

thence South 84° 49' 49" West, with said northerly right-of-way line, a distance of 964.78 feet to the True Point of Beginning, containing 92.263 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

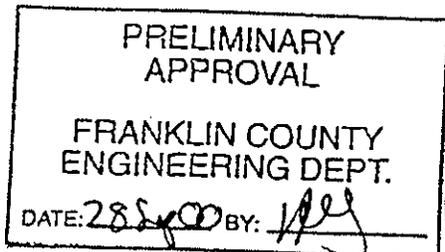
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 275EP00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/scpt00

0-11-B
All of
(273)
10482



41.273 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 201009290198619, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence North $05^{\circ} 52' 46''$ West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road for this description;

thence South $84^{\circ} 07' 14''$ West, with said northerly right of way line, a distance of 294.82 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North $16^{\circ} 18' 52''$ East, a distance of 132.58 feet to an iron pin set;

North $03^{\circ} 47' 43''$ East, a distance of 570.00 feet to an iron pin set;

North $43^{\circ} 22' 12''$ West, a distance of 120.00 feet to an iron pin set;

North $70^{\circ} 10' 12''$ West, a distance of 105.00 feet to an iron pin set;

South $79^{\circ} 14' 40''$ West, a distance of 110.00 feet to an iron pin set;

South $56^{\circ} 14' 32''$ West, a distance of 570.00 feet to an iron pin set;

South $21^{\circ} 23' 44''$ West, a distance of 320.00 feet to an iron pin set;

South $85^{\circ} 14' 02''$ West, a distance of 127.00 feet to an iron pin set;

North $49^{\circ} 45' 58''$ West, a distance of 49.50 feet to an iron pin set;

North $04^{\circ} 45' 58''$ West, a distance of 222.08 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = $26^{\circ} 39' 34''$, Radius = 1235.80 feet) a chord bearing and distance of North $18^{\circ} 05' 45''$ West, 569.47 feet to an iron pin set;

North $01^{\circ} 38' 14''$ East, a distance of 260.00 feet to an iron pin set;

North $19^{\circ} 41' 55''$ East, a distance of 481.79 feet to an iron pin set;

North $04^{\circ} 18' 03''$ West, a distance of 280.00 feet to an iron pin set;

South $88^{\circ} 04' 19''$ West, a distance of 476.64 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = $159^{\circ} 54' 00''$, Radius = 75.00 feet) a chord bearing and distance of North $11^{\circ} 58' 41''$ West, 147.70 feet to an iron pin set;

North $67^{\circ} 58' 19''$ East, a distance of 750.47 feet to an iron pin set;

North $04^{\circ} 18' 03''$ West, a distance of 265.00 feet to an iron pin set;

South $85^{\circ} 41' 57''$ West, a distance of 160.00 feet to an iron pin set;

41.273 ACRES

-2-

North 04° 18' 03" West, a distance of 160.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 671.13 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 285.00 feet to an iron pin set;
 South 85° 41' 57" West, a distance of 270.00 feet to an iron pin set;
 South 52° 20' 08" West, a distance of 170.00 feet to an iron pin set;
 South 15° 45' 27" West, a distance of 140.00 feet to an iron pin set;
 South 04° 18' 03" East, a distance of 600.00 feet to an iron pin set;
 South 09° 29' 55" West, a distance of 585.00 feet to an iron pin set;
 South 43° 39' 00" East, a distance of 195.00 feet to an iron pin set;
 North 85° 41' 57" East, a distance of 140.00 feet to an iron pin set;
 North 52° 07' 15" East, a distance of 720.00 feet to an iron pin set;
 South 72° 59' 01" East, a distance of 235.00 feet to an iron pin set;
 South 37° 32' 35" East, a distance of 155.00 feet to an iron pin set;
 South 09° 40' 13" East, a distance of 85.00 feet to an iron pin set; and

South 15° 15' 38" East, a distance of 1155.58 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road on the arc of a curve to the left;

thence with said northerly right-of-way line and with the arc of said curve (Delta = 32° 37' 55", Radius = 302.84 feet) a chord bearing and distance of North 79° 33' 40", 170.16 feet to the True Point of Beginning, containing 41.273 acres of land, more or less.

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

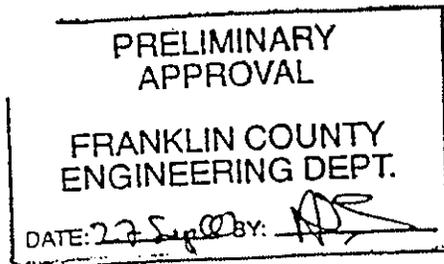
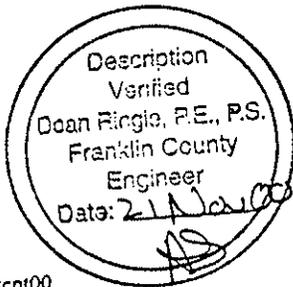
Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

0-11-B
All of
(273)
10486
and
MAK:km/scpt00
All of
(274)
293



13.067 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 20009280198679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6629, in the centerline of Woerner-Temple Road;

thence North 84° 35' 46" East, with said centerline, a distance of 702.73 feet to a point;

South 05° 24' 14" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North 84° 35' 46" East, with said northerly right-of-way line, a distance of 378.59 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 09° 01' 20" West, a distance of 97.25 feet to an iron pin set;

South 00° 58' 32" East, a distance of 260.00 feet to an iron pin set;

South 02° 55' 30" West, a distance of 220.00 feet to an iron pin set;

South 23° 26' 34" East, a distance of 110.00 feet to an iron pin set;

South 58° 37' 34" East, a distance of 110.00 feet to an iron pin set;

North 89° 01' 28" East, a distance of 105.00 feet to an iron pin set;

North 63° 40' 42" East, a distance of 105.00 feet to an iron pin set;

South 17° 25' 25" East, a distance of 130.00 feet to an iron pin set;

South 48° 42' 14" East, a distance of 45.00 feet to an iron pin set;

South 73° 19' 05" East, a distance of 200.00 feet to an iron pin set;

North 65° 15' 24" East, a distance of 140.00 feet to an iron pin set;

South 03° 19' 41" West, a distance of 203.37 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = 00° 33' 45", Radius = 1935.00 feet) a chord bearing and distance of South 03° 02' 48" West, 19.00 feet to an iron pin set;

South 84° 49' 24" West, a distance of 940.00 feet to an iron pin set;

13.067 ACRES

-2-

North 09° 32' 28" West, a distance of 665.50 feet to an iron pin set;

North 03° 45' 37" West, a distance of 400.00 feet to an iron pin set; and

North 02° 34' 47" East, a distance of 53.90 feet to the True Point of Beginning, containing 13.067 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865.

MAK:kam/sept00

O-11-B
All of
(273)
10483



PRELIMINARY
APPROVAL

FRANKLIN COUNTY
ENGINEERING DEPT.

23.598 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 10009290198679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South 84° 07' 14" West, with said centerline, a distance of 481.23 feet to a point;

thence South 05° 52' 46" East, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of said Woerner-Temple Road at the True Point of Beginning for this description;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 51° 08' 29" East, a distance of 314.94 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta = 43° 41' 22", Radius = 535.00 feet) a chord bearing and distance of South 72° 59' 10" East, a distance of 398.14 feet to an iron pin set;

North 85° 10' 09" East, a distance of 15.11 feet to an iron pin set;

South 50° 02' 44" East, a distance of 49.31 feet to an iron pin set;

South 05° 15' 38" East, a distance of 938.64 feet to an iron pin set;

South 22° 23' 26" West, a distance of 177.01 feet to an iron pin set;

South 43° 56' 42" West, a distance of 174.70 feet to an iron pin set;

South 68° 32' 52" West, a distance of 174.70 feet to an iron pin set;

North 86° 50' 58" West, a distance of 174.70 feet to an iron pin set;

North 62° 44' 12" West, a distance of 175.04 feet to an iron pin set;

North 45° 00' 00" West, a distance of 318.63 feet to an iron pin set;

North 61° 36' 50" West, a distance of 122.97 feet to an iron pin set;

North 68° 45' 54" West, a distance of 122.14 feet to an iron pin set;

North 77° 48' 56" West, a distance of 122.43 feet to an iron pin set;

South 89° 08' 22" West, a distance of 234.98 feet to an iron pin set;

23.598 ACRES

-2-

North 03° 19' 41" East, a distance of 228.37 feet to an iron pin set at a point of curvature to the left;

with the arc of said curve (Delta 03° 43' 16", Radius = 1925.00 feet) a chord bearing and distance of North 01° 28' 03" East, 125.00 feet to an iron pin set;

North 85° 14' 02" East, a distance of 505.00 feet to an iron pin set;

South 47° 11' 42" East, a distance of 307.26 feet to an iron pin set;

South 34° 29' 19" East, a distance of 481.27 feet to an iron pin set;

North 27° 00' 54" East, a distance of 225.00 feet to an iron pin set;

North 08° 21' 28" West, a distance of 465.00 feet to an iron pin set;

North 34° 15' 58" West, a distance of 790.00 feet to an iron pin set;

North 02° 03' 32" East, a distance of 75.00 feet to an iron pin set; and

North 52° 09' 26" East, a distance of 6.55 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North 84° 07' 14" East, with said southerly right-of-way line, a distance of 103.60 feet to the True Point of Beginning, containing 23.598 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East between said monuments, established by the Franklin County Engineering Department.

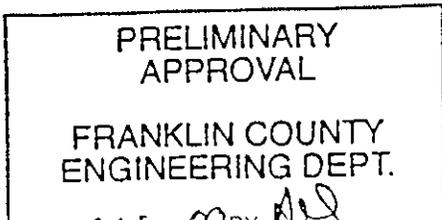
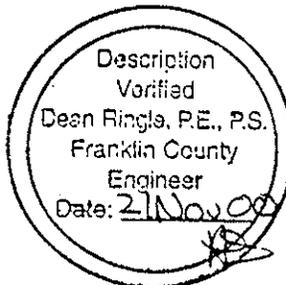
EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/sept00

*0-11-B
All of
(273)
10488
+
All of
(274)
294*



2.512 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number ~~200004290198679~~ (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6631 in the centerline of Woerner-Temple Road;

thence South 05° 52' 46" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line, and with the arc of a curve to the right (Delta = 42° 00' 11", Radius = 242.84 feet) a chord bearing and distance of South 74° 52' 32" East, 174.06 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 05° 15' 38" East, a distance of 209.84 feet to an iron pin set;

South 39° 57' 16" West, a distance of 49.68 feet to an iron pin set;

South 85° 10' 09" West, a distance of 14.06 feet to an iron pin set at a point of curvature to the right;

with the arc of said curve (Delta = 43° 41' 22", Radius = 465.00 feet) a chord bearing and distance of North 72° 59' 10" West, 346.05 feet to an iron pin set;

North 51° 08' 29" West, a distance of 181.66 feet to an iron pin set; and

North 16° 18' 52" East, a distance of 47.62 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence North 84° 07' 14" East, with said southerly right-of-way line, a distance of 319.30 feet to the True Point of Beginning, containing 2.512 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

0-11-B
AW of
(273)
10485



*City of Dublin
No plat required
Barbara M. Clark 11/21/00
Planning Director*



5.347 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 2000429413119, (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2210 at the centerline intersection of Cosgray Road and Woerner-Temple Road;

thence North 84° 49' 49" East, with the centerline of said Woerner-Temple Road, a distance of 527.43 feet to a point;

thence South 05° 10' 11" East, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence North 84° 49' 49" East, with said northerly right-of-way line, a distance of 857.76 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South 05° 29' 31" East, a distance of 190.97 feet to an iron pin set;

South 84° 30' 29" West, a distance of 90.00 feet to an iron pin set;

South 05° 29' 31" East, a distance of 150.00 feet to an iron pin set;

South 84° 30' 29" West, a distance of 560.00 feet to an iron pin set;

North 19° 10' 25" West, a distance of 135.00 feet to an iron pin set;

North 32° 34' 15" West, a distance of 130.00 feet to an iron pin set;

North 53° 35' 35" West, a distance of 135.00 feet to an iron pin set; and

North 67° 07' 46" West, a distance of 18.36 feet to the True Point of Beginning, containing 5.347 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

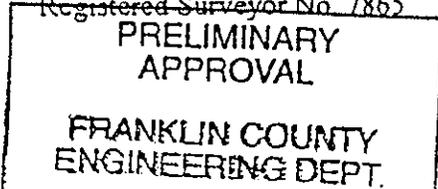
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EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 25 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865



21.710 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Numbers 3453 and 6953, being part of that tract of land conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number 200012401481 (all references being to records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument 6628, in the centerline of Woerner-Temple Road;

thence South $64^{\circ} 36' 13''$ West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence with said southerly right-of-way line and with the arc of a curve to the left ($\Delta = 67^{\circ} 25' 55''$, Radius = 302.84 feet) a chord bearing and distance of South $59^{\circ} 06' 36''$ East, 336.20 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

South $03^{\circ} 45' 37''$ East, a distance of 424.47 feet to an iron pin set;

South $09^{\circ} 22' 43''$ East, a distance of 546.95 feet to an iron pin set;

South $28^{\circ} 59' 26''$ West, a distance of 254.69 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve ($\Delta = 09^{\circ} 27' 21''$, Radius = 775.00 feet) a chord bearing and distance of South $65^{\circ} 44' 15''$ East, 127.76 feet to an iron pin set;

South $27^{\circ} 15' 25''$ East, a distance of 34.23 feet to an iron pin set;

South $15^{\circ} 57' 05''$ West, a distance of 81.58 feet to an iron pin set to a point of curvature to the right;

with the arc of said curve ($\Delta = 13^{\circ} 54' 40''$, Radius = 325.00 feet) a chord bearing and distance of South $22^{\circ} 54' 25''$ West, 78.71 feet to an iron pin set; and

South $60^{\circ} 08' 14''$ East, a distance of 50.00 feet to an iron pin set;

thence South $06^{\circ} 34' 07''$ East, with a westerly line of that tract conveyed to Ned E. Lare by deed of record in Deed Book 3798, Page 456, a distance of 50.00 feet to an iron pin set;

thence crossing said Edwards Golf Communities, LLC tract, the following courses and distances:

North $71^{\circ} 33' 52''$ West, a distance of 600.00 feet to an iron pin set;

North $56^{\circ} 55' 26''$ West, a distance of 825.00 feet to an iron pin set;

North $39^{\circ} 23' 06''$ West, a distance of 320.00 feet to an iron pin set;

21.710 ACRES

-2-

North 37° 50' 59" East, a distance of 120.00 feet to an iron pin set;
North 25° 08' 50" East, a distance of 357.66 feet to an iron pin set;
North 84° 30' 29" East, a distance of 85.00 feet to an iron pin set;
North 05° 29' 31" West, a distance of 150.00 feet to an iron pin set;
North 84° 30' 29" East, a distance of 205.00 feet to an iron pin set;
South 05° 29' 31" East, a distance of 110.00 feet to an iron pin set;
South 15° 24' 31" West, a distance of 533.07 feet to an iron pin set;
South 24° 06' 15" East, a distance of 186.41 feet to an iron pin set;
South 68° 21' 01" East, a distance of 452.43 feet to an iron pin set;
South 53° 16' 46" East, a distance of 211.95 feet to an iron pin set;
North 48° 50' 30" East, a distance of 122.42 feet to an iron pin set on the arc of a curve to the left;

with the arc of said curve (Delta = 02° 47' 46", Radius = 775.00 feet) a chord bearing and distance of South 42° 33' 27" East, 37.82 feet to an iron pin set;

North 46° 02' 40" East, a distance of 178.62 feet to an iron pin set;
North 28° 33' 57" West, a distance of 790.00 feet to an iron pin set;
North 15° 59' 04" East, a distance of 201.02 feet to an iron pin set;
North 00° 13' 07" East, a distance of 100.50 feet to an iron pin set;
North 11° 12' 09" West, a distance of 100.50 feet to an iron pin set;
North 27° 47' 53" West, a distance of 210.77 feet to an iron pin set; and

North 30° 43' 44" East, a distance of 49.64 feet to an iron pin set in the southerly right-of-way line of Woerner-Temple Road;

thence with said southerly right-of-way line and with the arc of a curve to the right (Delta = 46° 00' 28", Radius = 242.84 feet) a chord bearing and distance of South 48° 11' 11" East, 189.80 feet to an iron pin set;

21.710 ACRES

-3-

thence South 25° 23' 47" East, continuing with said southerly right-of-way line, a distance of 104.17 feet to the True Point of Beginning, containing 21.710 acres of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 27 SEP 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK:km/sept00

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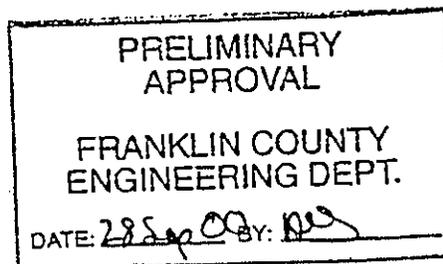


EXHIBIT C

REAL PROPERTY EXCLUDED FROM THE PROPERTY

0.256 ACRE

Situated in the State of Ohio, County of Franklin. City of Dublin, Virginia Military Survey Number 6953, being part of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number 100009290198679, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the intersection of the southerly right-of-way line of Woerner-Temple Road with the common line of Virginia Military Survey Numbers 3453 and 6953;

thence South 04° 19' 42" East, with said common line, a distance of 1140.23 feet to a point;

thence South 85° 40' 18" West, leaving said common line, a distance of 74.43 feet to an iron pin set at the True Point of Beginning for this description;

thence South 28° 59' 26" West, with a westerly line of that tract conveyed to Edwards Golf Communities, LLC by deed of record in Instrument Number _____, a distance of 50.00 feet to an iron pin set;

thence crossing said City of Dublin, Ohio tract and with the arc of a curve to the right (Delta = 17° 03' 15", Radius = 775.00 feet) a chord bearing and distance of North 52° 28' 57" West, 229.83 feet to an iron pin set;

thence North 46° 02' 40" East, with an easterly line of said Edwards Golf Communities, LLC tract, a distance of 50.00 feet to an iron pin set;

thence crossing said City of Dublin, Ohio tract and with the arc of a curve to the left (Delta = 17° 03' 05", Radius = 725.00 feet) a chord bearing and distance of South 52° 28' 57" East, 215.00 feet to the True Point of Beginning, containing 0.256 acre of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 4 OCT 00

Matthew A. Kirk
Registered Surveyor No. 7865



MAK:kmv00100

*0-75-5
Split
0.256 Acre
out of*

PRELIMINARY
APPROVAL
FRANKLIN COUNTY

0.093 ACRE

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3453, being part of that tract of land conveyed to the City of Dublin, Ohio by deed of record in Instrument Number ~~200009290198679~~, (all references being to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6630 in the centerline of Woerner-Temple Road;

thence South 84° 35' 46" West, with said centerline a distance of 512.92 feet to a point;

thence North 05° 24' 14" West, leaving said centerline, a distance of 30.00 feet to an iron pin set in the northerly right-of-way line of Woerner-Temple Road at the True Point of Beginning for this description;

thence South 84° 35' 46" West, with said northerly right-of-way line, a distance of 123.79 feet to an iron pin set;

thence North 39° 51' 28" East, crossing said City of Dublin, Ohio tract, a distance of 93.30 feet to an iron pin set;

thence South 46° 36' 57" East, continuing across said City of Dublin, Ohio tract, a distance of 87.30 feet to the True Point of Beginning, containing 0.093 acre of land, more or less.

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

Bearings for this description are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of Monuments 5536 and 7752, having a bearing of South 85° 44' 20" East, between said monuments, established by the Franklin County Engineering Department.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk 4 OCT 00

Matthew A. Kirk
Registered Surveyor No. 7865

MAK.lmvaci00

0-75-J
Split
0.093 Acres
out of

PRELIMINARY
APPROVAL
FRANKLIN COUNTY
ENGINEERING DEPT.



EXHIBIT D

SPECIAL GOLF PROGRAMS

Golf Camp Open to all children ages 8-16. The camp will run for 3 weeks (Mon-Fri 10:00AM-5:00PM) during the summer months. Classes will be split into Beginner, Intermediate, and Advanced. Golf Camp will focus on the following:

1. Rules and Etiquette of the Game of Golf
2. Facts and History
3. The Fundamentals of the Golf Swing
4. The Short Game, Chipping and Putting
5. Bunker Play
6. Driving the Ball
7. Course Strategy

Camp will also include team and individual games, camp tee shirt, lunch, and prizes.

Junior Clinics A schedule will be posted for dates of Junior Clinics throughout the year. They will take place in the spring on Mondays from 4:00PM – 6:00PM, and throughout the summer on Monday mornings. The primary focus of these clinics will be on development of the golf swing.

Individual Instruction Juniors will be able to schedule private lessons from any of our instructors. These lessons will be 45 minutes in length and will be at a reduced rate. They also will be able to schedule a series of 3 or 6 lessons.

School Programs Our instructors will be available to give instruction or assistance at school physical education classes. The school golf teams will have access to the course. Tartan Golf has been and will continue to be a strong supporter of school golf programs.

TARTAN GOLF COMPANY, LLC

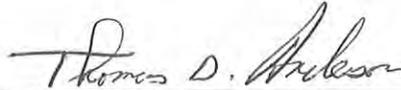
SECRETARY'S CERTIFICATE

This Certificate is being provided in connection with the execution of a certain Ground Lease and Operating Agreement (the "Ground Lease and Operating Agreement") between the City of Dublin, Ohio and Tartan Golf Company, LLC (the "Company"). The undersigned, the Secretary of the Company, hereby certifies as follows:

1. The copies of the resolutions of the Company's Sole Member attached hereto as Exhibit A are true and complete and are in full force and effect without modification or amendment.

2. That the below-named persons have been duly elected, and are now holding the offices set forth below and the signature appearing with such officer's name therein is such person's genuine signature.

Thomas D. Anderson



President and Treasurer

Jeffrey T. Hayes



Secretary

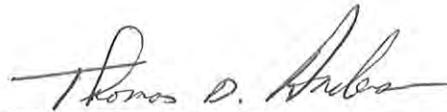
December 7, 2000



Jeffrey T. Hayes
Secretary

I, Thomas D. Anderson, President and Treasurer of the Company, do hereby certify that Jeffrey T. Hayes has been duly elected, and is now and was at the time he signed this Certificate the Secretary of the Company and the signature appearing with his name herein is his genuine signature.

December 7, 2000



Thomas D. Anderson

TARTAN GOLF COMPANY, LLC

ACTION BY SOLE MEMBER

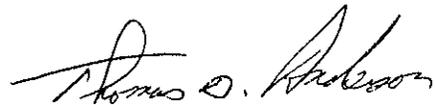
The undersigned, being the sole member of Tartan Golf Company, LLC, an Ohio limited liability company (the "Company"), hereby authorizes, approves and adopts the following resolutions.

WHEREAS, the Sole Member deems it to be in the best interests of the Company to enter into the Ground Lease and Operating Agreement between the Company and the City of Dublin, Ohio, a copy of which is attached hereto as Exhibit A (the "Ground Lease and Operating Agreement").

RESOLVED, that the terms and conditions of the Ground Lease and Operating Agreement are hereby approved and the Company is hereby authorized to execute and deliver the Ground Lease and Operating Agreement and such other documents that are to be executed and delivered by the Company in connection therewith in such form as shall be approved by the officer executing the same and the execution thereof shall constitute conclusive evidence of such officer's approval.

FURTHER RESOLVED, that Thomas D. Anderson, President of the Company, be and he hereby is authorized, directed and empowered, for and on behalf of the Company, to execute any and all documents, and take any other actions, which he, in his sole and absolute discretion, deems necessary or advisable to effectuate the intentions of the preceding resolutions.

IN WITNESS WHEREOF, the undersigned has executed this Action by Sole Member as of December 7, 2000.



Thomas D. Anderson, Sole Member