



CONSULTING ENGINEERS & SURVEYORS
OHIO, DEED 43224

SURVEY OF ACREAGE PARCELS

QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 16, USML
CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO

SCALE 1" = 60'

JULY 24, 2003



GRAPHIC SCALE
(IN FEET)

Lynn Mann
6.397 Ac. (Deed)
D.B. 3699, Pg. 147

Brian & Cynthia Klein
2.111 Ac.
O.R. 12959J12

Lynn D. Mann
3.251 Ac. (Deed)
D.B. 3699, Pg. 725

David A. & William Siegel
0.834 Ac.
I.N. 200010100205336

$\Delta=115^{\circ}56'40''$
 $R=40.00'$
 $ChB=N23^{\circ}34'53''E$
 $ChD=67.82'$

$\Delta=140^{\circ}28'56''$
 $R=40.00'$
 $ChB=S28^{\circ}12'19''E$
 $ChD=75.29'$

$\Delta=38^{\circ}12'48''$
 $R=30.00'$
 $ChB=N15^{\circ}17'03''W$
 $ChD=19.64'$

$\Delta=38^{\circ}12'48''$
 $R=30.00'$
 $ChB=S22^{\circ}55'45''W$
 $ChD=19.64'$

Lynn Mann
6.397 Ac. (Deed)
D.B. 3699, Pg. 147

City of Gahanna
0.783 Ac. (Deed)
I.N. 199807160178148

Lynn Dale Mann
2.025 Ac. (Deed)
D.B. 3799, Pg. 195

LEGEND

- ▲ = R.R. SPK. FND.
- = I.P. SET

I.P. SET is 13/16" I.D. iron
pipe with cap inscribed EMH&T.

$N34^{\circ}24'00''W$
26.67'

RPOB

$N03^{\circ}49'21''E$
38.19'

$S55^{\circ}36'00''W$
76.14'

JOHNSTOWN ROAD
US 62

RVA RIDGE BOULEVARD

BASIS OF BEARINGS:
Bearings shown hereon are based on the Ohio State Plane Coordinate System (South Zone) NAD83. Control for these bearings was extended, using Global Positioning System procedures and equipment, from Monuments 69 and 169 established by the Franklin County Engineering Department. The bearing between those monuments is North $88^{\circ}02'16''$ East.

E.M.H. & T. INC.

Felix R. ...
Professional Surveyor No. 5561

2003-0334

The CBR commercial land purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in 12 point or larger **courier font in bold**. Use of **courier font in bold** denotes deviation from the standard CBR purchase contract. All deletions from the standard form are to be noted by "strike-out".

Patrick Shivley
Agent
CB Commercial NRT
Company
110 Polaris Pkwy
Address
Columbus Oh 43082
City State Zip



Real Estate Purchase Contract
COMMERCIAL LAND
Adopted by the Columbus Board of
REALTORS®



**It is recommended that all parties be represented
by a REALTOR® and an Attorney.**

DATE: 10/16, 2007

PROPERTY DESCRIPTION: The undersigned Buyer offers to purchase from the Seller through Broker(s), the following described real estate including, without limitation, all land, all improvements, fixtures, appurtenant rights, privileges, right of ways, and easement located in the County of Franklin, tax parcel number 027-000001 in the State of Ohio, and also known as: 4545 Johnstown Rd, Gahanna, Ohio

1. PURCHASE PRICE: The price to be paid for the real property shall be:
35,000 ~~Forty-Seven Thousand Five Hundred~~ Dollars
(~~\$47,500~~). 35 Thirty Five Thousand

Proceeds from sale payable as follows: Cash at closing.

2. DEED: Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract.

3. CONTINGENCIES:

A. Environmental Inspection: (This paragraph 3A not applicable if number of days not inserted.) Within 60 days after the acceptance hereof, Seller agrees to permit Buyer, Buyer's lender and the qualified, professional environmental consultant of either of them to enter the property to conduct, at the expense of Buyer, an environmental site assessment. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspections. If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, Buyer, at Buyer's option, may notify Seller in writing, within the above-specified period, that the contract is null and void. Buyer shall have the right to enter upon the premises at reasonable times to make such tests.

B. Property Inspection: (This paragraph 3B not applicable if number of days not inserted.) Buyer, at Buyer's expense, shall have 60 days after the acceptance hereof to have the property and all improvements, fixtures, and equipment inspected. Seller shall cooperate in making the property reasonably available for such inspection(s). Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspection(s). If Buyer is not satisfied with the condition of the property as disclosed by such inspection(s), Buyer may terminate this contract by delivering written notice of such termination to Seller within the above specified period that the contract is null and void.

C. Other Contingencies: _____

D. If Buyer does not give written notice to Seller within the time frames set forth above that the contingencies have been satisfied or that Buyer wishes to terminate this transaction, then the above contingencies are deemed to have been waived.

4. DUE DILIGENCE INVESTIGATIONS:

A. Survey: (This paragraph 4A not applicable if number of days not inserted.) Buyer, at Buyer's initial expense, shall obtain an acceptable boundary survey of subject property, prepared by a licensed surveyor, showing dimensions and locations of all recorded easements affecting, or appurtenant to the premises, and also showing the legal description of the premises, within 60 days after acceptance hereof. Seller shall reimburse Buyer for the survey expense at closing. If this sale does not close, Seller shall have no obligation to pay for the survey.

B. Utilities: (This paragraph 4B not applicable if number of days not inserted.) This offer is contingent upon Buyer's satisfaction of the availability of utility connections for water, sanitary sewer, storm sewer, gas and electricity being located in a public street or right of way, or other form of public utility easement adjoining the subject premises at the property line, within 60 days after acceptance hereof. Said utilities shall be available in sufficient quantities and size for the development of the property as reasonable determined by Buyer and at a cost acceptable to Buyer.

C. Feasibility: (This paragraph 4C not applicable if number of days not inserted.) Buyer shall have determined to its sole satisfaction, at Buyer's expense, that Buyer's intended development is financially feasible including, without limitation, Buyer's approval of all site preparation costs. Financial feasibility studies and all site preparation costs must be approved by Buyer within 60 days after acceptance hereof.

D. Zoning & Permits: (This paragraph 4D not applicable if number of days not inserted.) This offer is further contingent upon Buyer obtaining rezoning, if necessary, from all applicable authorities from the current zoning to allow for Buyer's intended use which is Medical Office, and Buyer obtaining all necessary permits, agreements, approvals (site plan/building permits), and licenses from all applicable authorities for Buyer's proposed development, by Buyer within 60 days after acceptance hereof.

Any and all costs related to Buyer obtaining such rezoning, permits, agreements, approvals and licenses shall be borne by Buyer. Seller shall execute the zoning application if needed and shall cooperate with Buyer in obtaining said rezoning but Seller shall not be required to personally attend any meetings.

E. If Buyer does not give written notice to Seller within the time frames set forth above that the contingencies have been satisfied or that Buyer wishes to terminate this transaction, then the above contingencies are deemed to have been waived.

5. RENTS, INTEREST, CONDOMINIUM CHARGES, ASSESSMENTS, INSURANCE, UTILITIES AND SECURITY DEPOSITS: Adjustments shall be made through date of closing for: (a) rents; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; and (d) transferable insurance policies, if Buyer so elects. Security deposits, if any, shall be transferred to Buyer.

6. COMMUNITY DEVELOPMENT CHARGE: The community development charge (as defined in Section 349.01 of the Ohio Revised Code), if any, applicable to the property was created by a covenant in an instrument recorded at (insert county) _____, Vol. _____, Page number _____ or Instrument number _____. **(Note: If the foregoing blanks are not filled in and a community development charge affects the property, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)**

7. DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the property and appurtenances shall be borne by Seller until closing. If any part of the property covered by this contract is substantially damaged or destroyed before this transaction is closed, Seller shall give a written notice to Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the property that has been damaged or destroyed. The written notice shall be delivered within forty-eight (48) hours from discovery of the event causing the damage or destruction. Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) terminate this contract, by giving written notice to Seller and or Seller's Broker within ten (10) calendar days after Seller has delivered written notice to Buyer of such damage or destruction. Failure by Buyer to so notify Seller and Seller's Broker shall constitute an election to proceed with the transaction.

8. EMINENT DOMAIN: If, prior to the date of closing, eminent domain proceedings shall be threatened or commenced against all or any part of the premises, Seller shall give a written notice to Buyer and/or Buyer's Broker within forty-eight (48) hours of Buyer's receipt of notice of the threatened or commenced eminent domain action setting forth the pertinent terms of the threatened or commenced eminent domain action. Buyer may: (a) elect to proceed to close the purchase of the premises in accordance with the terms of this contract, in which event the Buyer shall be entitled to all payments payable to Seller on account of such taking as is applicable to the portion of the premises being purchased; or (b) elect to terminate this contract. If Buyer elects to terminate this contract, it shall so notify Seller in writing within 20 days after Buyer has received written notice from Seller of such taking. Failure by Buyer to so notify Seller shall constitute an election to proceed to close on the purchase of the property, and Buyer shall be entitled to all payments on account of such taking. Seller represents and warrants that it has no knowledge of any threatened taking which would affect, involve, or be adverse to the property.

9. CONDITION OF IMPROVEMENTS: Seller agrees that upon delivery of deed, the improvements constituting part of the real estate shall be in the same condition as that on the day of this offer, reasonable wear and tear excepted and damage accepted by Buyer under Paragraph 3B.

10. EVIDENCE OF TITLE: Seller shall furnish and pay for an owner's title insurance commitment (without special endorsements) and policy in the amount of the purchase price. The title evidence shall be certified to within thirty (30) days prior to closing with endorsement not before 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 Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created or to be assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use, (or Buyer's intended use which is Medical Office). Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender and any special endorsements to the owner's policy of title insurance. If Buyer desires a survey, Buyer shall pay the cost thereof.

If title to all or part of real estate 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 contract, Seller shall, within thirty (30) days after a written notice thereof ("Cure Period"), remedy or remove any such defect, lien, encumbrance, easement, condition, restriction, or encroachment or obtain title insurance without exception therefore. In the

event Seller is unable to remedy to insure against the defect within the Cure Period, Buyer may terminate this contract by written notice to Seller received by Buyer within ten (10) days of the expiration of the Cure Period. In the event that Buyer elects to terminate this contract, Buyer and Seller shall be released from any and all obligations arising under this contract with the exception of Buyer's indemnification and hold harmless obligations arising pursuant to the terms of Paragraph 3(A) and Paragraph 3(B) of this contract which expressly survive such termination. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom and shall represent, except to the extent otherwise disclosed in the environmental site assessment performed by Buyer under Paragraph 3(A), to the best of Seller's knowledge that the subject property contains no hazardous waste.

11. TAXES AND ASSESSMENTS: At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller shall also pay or credit on purchase price all other unpaid real estate taxes that are a lien for years prior to closing and a portion if such taxes and agricultural use tax recoupments for year of closing, prorated through date of closing and based on a 365-day year and, if undetermined, most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. With regard to further assessments, Seller warrants that, as of the acceptance hereof, no improvements or services to the site or area have been installed or furnished that would result in the costs being assessed against the real estate and no written notification has been received by Seller from public authority or owners association of future improvements that would result in costs being assessed against the real estate. **Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the property for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.**

12. BUYER'S EXAMINATION: Buyer has examined all property involved and, in entering into this contract, is relying solely upon such examination and those inspections and due diligence reviews under Paragraphs 3(A), 3(B), 3 (C) and, to the extent applicable, Paragraphs 4(A) through 4(D) with reference to the condition, character and size of land and improvements and fixtures, if any. This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence for all provisions of this contract. All provisions of this contract shall survive the closing. Buyer is not relying upon any representations by the Broker(s), except for those made by Broker(s) directly to the Buyer in writing.

13. INDEMNIFICATION, ENVIRONMENTAL DISCLAIMER BY BROKER: Seller agrees to defend, indemnify and hold harmless Seller's Broker, and their agents and employees for any cost or liability that may be incurred by or imposed on Seller's Broker for any breach by Seller of any representation of warranty or for any misrepresentation or concealment of fact by Seller in connection with the property.

Buyer and Seller acknowledge that Broker(s) have made no independent investigation to determine whether hazardous materials exist in, on or about the property.

14. EARNEST MONEY DEPOSIT: The Buyer has deposited with Broker the sum receipted for below.

Broker acknowledges receipt of the sum of \$1000.00 by cash or check (check #) which will be held, deposited and disbursed pursuant to paragraph 14.

Brokerage , By , Date

14.1 If no contract is entered into, then upon Buyer's written request, the earnest money deposit shall be returned to the Buyer.

14.2 Upon acceptance of this contract by both parties in writing, Broker shall deposit the earnest money deposit in its trust account. Subject to collection by Broker's depository, the earnest money deposit is to be disbursed as follows:

- a. The earnest money deposit shall be applied on the purchase price or returned to the Buyer when the transaction is closed.
- b. If any written contingency is not satisfied or waived, if Seller fails or refuses to perform or if Buyer fails or refuses to perform, the earnest money deposit shall be returned or paid as follows:
- c. The party requesting the return or payment of the earnest money deposit shall submit a written request, specifying the contingency that has not been satisfied or waived or the reason for the request, to Broker holding the earnest money deposit. Within forty-eight (48) hours (excluding weekends and legal holidays) after receiving the request to return or pay the earnest money deposit, the Broker shall advise the other party and/or Broker in writing that the earnest money deposit shall be returned or paid in accordance with the request, unless the other party delivers written objection to Broker within ten (10) calendar days after delivery of the written notice by Broker.
- d. If Broker **does not** receive any written objection from the other party within the ten (10) calendar day period, then Broker shall return or pay the earnest money deposit in accordance with the terms of the request.
- e. If Broker **does** receive a written objection from the other party within the ten (10) calendar day period, then the Broker is required to and shall retain the earnest money deposit until (i) Buyer and Seller have settled the dispute in writing, (ii) disposition has been ordered by a final court order, or (iii) Broker deposits the amount with a court pursuant to applicable court procedures.

14.3 The return of the earnest money deposit shall in no way prejudice the rights of Seller, Buyer or Broker in any action for damages or specific performance.

15. CLOSING: If all of the conditions and contingencies in Sections 3 and 4 by Buyer are either satisfied, waived by Buyer, or deemed waived as the result of lapse of time, then Buyer and Seller hereby agree to close this transaction within 30 days of the waiver or satisfaction of the last contingency at a time and place reasonably acceptable to Buyer and Seller.

At closing, Seller shall pay transfer taxes and deed preparation and shall convey to Buyer marketable title (as described in Section 11) to the real estate by deed in fee simple by transferable and recordable and general warranty deed (or appropriate fiduciary deed if Seller is a fiduciary) in fee simple, with release of dower, if any.

16. 1031 EXCHANGE: If Buyer or Seller desires to make provision for the possibility of a Section 1031 like-kind exchange of real estate, each agree to cooperate, so long as neither party does not incur additional expense or liability.

17. MISCELLANEOUS:

17 a. This contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer and Seller and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. If this contract involves Seller financing, it may not be assigned. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing.

17 b. In compliance with fair housing laws, it is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

17 c. It is illegal, for profit to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

17 d. Each of the parties hereby represents and warrants to the other that it has all requisite power to enter into this contract and to perform the terms, covenants and conditions hereof; that the execution and delivery of this contract has been duly authorized by all necessary persons or entities, and when executed and delivered, this contract will be a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and that its signatory is duly authorized and empowered to execute this contract on its behalf. Whenever a date specified herein shall fall on a weekend or legal holiday, the date shall be extended to the next business day.

18. ADDITIONAL TERMS: 1. Contigent upon the City of Gahanna passing ordinance to sell property. 2. Contigent upon the City of Gahanna rezoning parcel for Medical Office Space at time of sale to buyer.

19. DURATION OF OFFER AND ACCEPTANCE: This offer shall be open for acceptance through October 29, 2007, Columbus, Ohio time.

20. BROKER'S ACKNOWLEDGEMENT: Seller and Buyer acknowledge that there are no other Broker(s) involved in this transaction except as follows: Pat Shivley of CB Commercial NRT is a licensed Broker in the State of Ohio and is a member of the buying entity.

21. PROFESSIONAL ADVICE AND ASSISTANCE: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While Broker possesses considerable general knowledge, Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. Broker hereby advises the parties, and the parties acknowledge that they should seek professional expert assistance and advice in these and other areas of professional expertise. In the event Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

22. SIGNATURES: Only original manual signatures or facsimile signatures (which includes both faxes and PDF documents sent by e-mail) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manually signed documents shall be valid for deeds or other documents to be delivered at closing. This paragraph 22 cannot be waived except by a manually signed agreement of the parties.

PROPERTY ADDRESS: 4545 Johnstown Rd., Gahanna, Ohio Page 7 of 7

23. TERMINATION: If this Contract is terminated pursuant to Paragraphs 4(A) through 4(D), 7, 8 or 10, then, with the exception of Buyer's indemnification and hold harmless obligations arising under Paragraphs 3(A) and 3(B), Buyer and Seller shall be released from all obligations arising under this Contract.

Buyer hereby makes the foregoing offer this 16th day of October 2007

GCS, LLC
(Buyer) GCS LLC

Patrick J Shivley Gen Ptr
(Buyer) Patrick J Shivley Gen Ptr

Address P.O. Box 84
New Albany, Ohio 43054

Phone _____
Fax _____

Deed to: _____
Name of Buyer's Attorney _____

Seller agrees to and accepts the foregoing offer this _____ day of _____, _____

(Seller)

(Seller)

Address _____

Phone _____
Fax _____

Name of Seller's Attorney _____

ALL PARTIES TO THIS CONTRACT MUST BE PROVIDED WITH A COPY.
©CBR 2007

REV 1/07