

REAL ESTATE PURCHASE CONTRACT

The undersigned Buyer agrees to buy and the undersigned Seller agrees to sell upon the terms hereinafter set forth, the following real estate located in the State of Ohio, County of Franklin and the City of Gahanna and known as a 1.931 acres located at 496 E. Johnstown Rd, Gahanna, Ohio 43230 more particularly described on attached survey and legal description hereto.

1. On the following terms: Purchase price to be \$289,650.00. Closing services and title insurance to be provided by ACS Gahanna, 142 Granville Street, Gahanna, Ohio 43230.

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, and excepting the following:

3. Taxes and Assessments: At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments which are then 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 the purchase price all other unpaid real estate taxes which are a lien for years prior to closing and a portion of 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, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc. whether or not certified.

Seller warrants that no improvements or services (site or area) have been installed or furnished, or notification received from public authority, or owners' association of future improvements of which any part of the costs may be assessed against the real estate, except the following: (None, if nothing inserted).

4. Evidence of title: Seller shall furnish and pay for an owner's title insurance commitment 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 by or assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highway and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use. Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof.

If title to all or part of the 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 written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, conditions, restriction or encroachment or obtain title insurance without exception thereof. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

5. Damage or destruction of property: Risk of physical loss to the real estate and improvements shall be borne by Seller until closing, provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, 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) rescind the contract and thereby release all parties from liability hereunder by giving written notice to Seller within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller shall constitute an election to proceed with the transaction.

6. Miscellaneous: Buyer has examined all property involved and, in making this offer, is relying solely upon such examination 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 of all provisions of this contract. All representations, covenants and warranties of the parties, contained in this Contract, shall survive the closing.

7. Closing and Possession: This contract shall be performed and this transaction closed on or before December 30, 2008, or sooner, if possible, unless the parties agree in writing to an extension.

Seller is entitled to possession through closing. At the time Seller delivers possession, the property will be in the same condition as the date of acceptance of this contract, except as provided in the Damage or Destruction of Property paragraph, normal wear and tear accepted; and all debris and personal property not included in this contract shall be removed by Seller.

8. Addendum: All parties understand that there is an addendum to this purchase contract.

9. Duration of Offer: This offer shall be open for acceptance through November 12, 2008.

City of Gahanna, Buyer

By: _____

By: _____

By: _____

By: _____

Deed to: City of Gahanna

The undersigned agrees to and accepts the foregoing offer.
Seller acknowledges receipt of a copy of this contract.


(Seller)

(Seller)

Signed this 11 day of November, 2008.

ADDENDUM TO PURCHASE CONTRACT

SUBJECT PROPERTY: 496 E. JOHNSTOWN RD

SELLER: MARTHA JUNE LePERA TRUST

BUYER: CITY OF GAHANNA

In accordance to the purchase contract referenced above, both buyer and seller agree to the following:

- 1) All miscellaneous debris and removal of such, shall be the responsibility of the buyer.
- 2) The buyer will cover all costs associated with this transaction except the tax proration, as stipulated in paragraph #3 of the purchase contract.
- 3) In regards to the bridge, the buyer has accepted the seller's proposal in regards to installing a cedar gate and fence as follows:

Propose to install a 6' high cedar wood gate which will lockable on the 496 front property side to secure bridge from City parkland. Propose to install on each side and attach to the existing bridge 6' high x 4' long cedar fence to match gate. This will secure bridge from public. Deeded access to new parkland and to keep bridge on future city property. Maintenance by 496 property owner. This proposal is more fully described, attached hereto.

- 4) All parties understand the seller is: Martha June LePera Trust.
- 5) This contract and all associated documents shall supersede all previous contracts.

			
Seller	11-11-08	Date	Buyer
			Date

Seller		Date	Buyer		Date
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Project



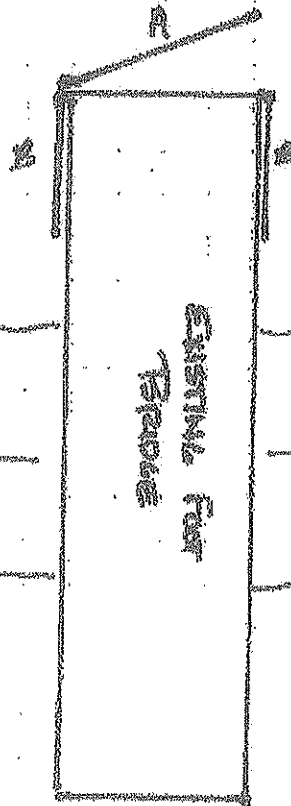
Construction
Systems Inc.

Partners in Building Solutions

Bill LePera
Project Manager
2865 E. 14th Avenue
Columbus, Ohio 43219

Office: 614-252-0708
Direct: 614-251-4822
Fax: 614-252-2131
Direct Fax: 614-251-4896
bill@ConsSysOhio.com
www.ConsSysOhio.com

Future
Truck Lane



PROPOSED
PROPERTY LINE

* NOT TO SCALE

A - New 6' HIGH GATE (CONCRETE)
ADJACENT ON UPPER SIDE

B - New 6' HIGH x 4' LONG CONCRETE
PIECE ADJACENT TO EXISTING
BRIDGE STRUCTURE.

LePera
Front 4th
Property



Construction
Systems Inc.

Partners in Building Solutions

1.9176 Acres – LePera Property

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in part of Quarter Township 1, Township 1, Range 17, United States Military District, being part of that 2.90 acre tract of land described in the deed to Arthur J. & Martha June LePera, Trust, recorded in Official Record 28511-A19 (record references recited herein are to those of the Recorder's Office Franklin County, Ohio), and being more particularly described as follows:

Beginning at a 3/4" iron pipe found at the southeasterly corner of said 2.90 acre tract, being the northeasterly corner of "Valerio Heights No. 3" Subdivision, recorded in Plat Book 39, Page 114;

thence westerly along the southerly line of said 2.90 acre tract, being the northerly line of said Subdivision, North 85°59'40" West, (passing an iron pipe set on the top of a bank at 585.12 feet) a distance of 610.12 feet to the center of a stream;

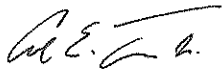
thence northerly through said 2.90 acre tract, with the meanders of the centerline of said stream (which is the intended westerly property line), the following two (2) courses and distances:

1. North 18°49'15" East, 73.21 feet; and,
2. North 14°02'25" East 70.00 feet to the northerly line of said 2.90 acre tract, being the southerly line of that original 2.43 acre tract of land described in the deed to William E. & Dazel M. Green, recorded in Deed Book 2725, Page 54 (parts of which are now owned by Donald F. Rowe, Ardent Service Corporation & the City of Gahanna);

thence easterly along said northerly line of the 2.90 acre tract, being the southerly line of said original 2.43 acre tract, South 86°12'13" East, (passing an iron pipe set on the top of a bank at 22.00 feet) a distance of 580.00 feet to a 3/4" iron pipe found at the northeasterly corner of said 2.90 acre tract, being the southeasterly corner of said original 2.43 acre tract;

thence southerly along the easterly line of said 2.90 acre tract, being portions of the westerly line of that 1.849 & 1.825 acre tracts of land described in the deeds to Stonehenge Land Co., recorded in Instrument Numbers 200509070185359 & 200512280272308, respectively, South 4°19'30" West, (passing a 1" pinch top pipe found at 117.95 feet) a distance of 141.83 feet, returning to the 'Point of Beginning,' containing 1.9176 acres of land, more or less, as surveyed and described in November of 2008, by Carl E. Turner, Jr., Professional Surveyor No. S-6702.

Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, South Zone NAD83(2007), as determined by GPS observations tied to the Ohio CORS Network. Iron pipes called for as set are 3/4" I.D., thirty (30) inches in length, driven flush with the ground and capped with a yellow plastic plug inscribed 'C. TURNER/P.S. 6702.



Carl E. Turner Jr.,
Professional Surveyor No. 6702
24 November 2008



* End of Description *

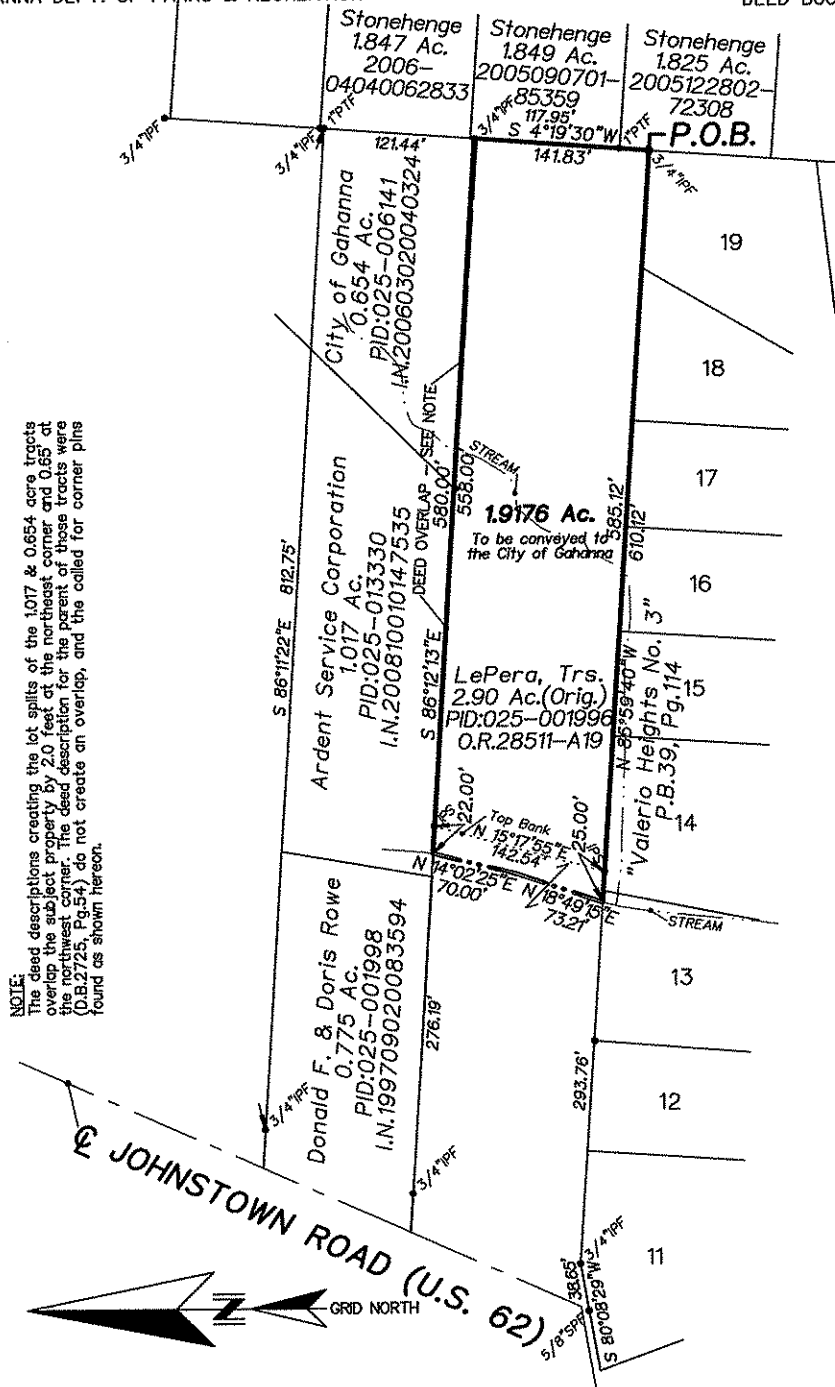
TITLE:

SURVEY OF 1.9176 ACRES
LOCATED IN QUARTER TOWNSHIP 1, TOWNSHIP 1, RANGE 17
UNITED STATES MILITARY DISTRICT
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

PREPARED EXCLUSIVELY FOR:
GAHANNA DEPT. OF PARKS & RECREATION

24 NOVEMBER 2008

OFF. REC. 28511, PAGE A19
DEED BOOK 2725, PAGE 54



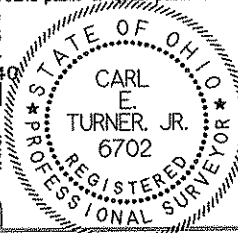
SURVEYOR'S STATEMENT:

We Hereby Declare that the attached plat was prepared from an actual survey of the premises, that to the best of our knowledge, information and belief, correctly shows the location of the boundaries. Only those easements specifically brought to our attention, or those which we had special knowledge of are shown hereon. Any zoning, set back or sideyard data, underground public or quasi public utilities or substructures shown hereon are informational only.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, South Zone NAD83 (2007), determined by GPS tied to the Ohio CORS Network.



SURVEY MONUMENTS: Found (F)=●, Set (S)=○, IP=Iron Pipe (IP), SP=Solid Pin (SP), RB=Rebar, RS=Railroad Spike, PS=Pony Spike, PK=PK Nail & IPS=3/4" ID iron pipe set flush with the ground & capped with a yellow plastic plug inscribed C. TURNER/P.S. 6702.



By: *Carl E. Turner, Jr.*
CARL E. TURNER, JR.
PROFESSIONAL SURVEYOR No. S-6702

NOT AN AUTHORIZED DOCUMENT UNLESS
SURVEYOR'S SEAL APPEARS IN BLUE INK.

FIELD SURVEY BY: N/A
DRAWN BY: C. Turner
TERRA FILE NO.: 25.10.GAH.102.08