



Chester Willcox & Saxbe, LLP
65 East State Street, Suite 1000
Columbus, OH 43215
MAIN: 614.221.4000
FAX: 614.221.4012
WWW.CWSLAW.COM

CRAIG B. PAYNTER
Direct Dial 614.334.6135
cpaynter@cwsllaw.com

February 3, 2010

City of Gahanna
% Karl Wetherholt
200 South Hamilton Road
Columbus, OH 43230

RE: Legal Representation

Dear Mr. Wetherholt:

Thank you for appointing Chester Willcox & Saxbe, LLP as special legal counsel to the City of Gahanna in the preliminary phases of the acquisition of property for the State Route 161 Intersection Improvements, through filing of any petitions which become necessary, pursuant to its power of eminent domain. I will be your primary contact. From time to time, however, I may ask other lawyers and paralegals in our firm to assist in this work.

It is customary practice for us to clearly identify the scope of the work you expect us to perform and the terms of the business aspect of our relationship. This letter sets forth the terms of our engagement. If representation in other matters arises in the future, such representation will be governed by the terms of this engagement letter, unless we agree to vary the basic terms in some fashion.

The City of Gahanna will be charged my hourly rate of \$230, and at standard rates less fifteen percent (15%) for all other attorney, law clerk, and legal assistant time, at a total cost not to exceed \$30,000 absent further action by City Council. Time spent on travel and telephone calls is considered billable time. Court costs and expenses, including mileage and copying charges, are to be paid by the City. The invoices shall be payable monthly upon receipt of the bill from the appropriate City fund(s).

The invoice will briefly describe the work we do and will state the fees for work performed and any out-of-pocket costs. Examples of the kinds of work that may be covered on the invoice are negotiating and drafting documents; legal research; office and telephone conferences with you, other lawyers working on this matter, and opposing counsel; drafting pleadings; attending hearings and meetings; and reviewing

EXHIBIT A

correspondence and other documents. The invoice will show the name of the lawyer or paralegal working on the matter, the hours spent, the hourly rate of that lawyer or paralegal, and a description of the service performed. We try to assign tasks to lawyers with appropriate levels of experience, for whose work we charge corresponding fees. All work on this matter will, however, be done under my supervision.

Our invoices are due and payable upon receipt. Our firm policy forbids us from performing any work on your matter if your account is delinquent. We hope you understand our policy in this regard. Please feel free to call me for clarification or assistance on any billing matter. We do not charge to answer such inquiries.

If you agree to these terms, please sign below and return one signed copy to me. Upon your signing, this letter will become a binding contract between us.

Thank you for appointing us as your lawyers.

Very truly yours,



Craig B. Paynter

CBP/cdf
(13661-01; -02; -03; -06; -07; -08)

I have read this engagement letter and acknowledge that it accurately states the terms on which the City of Gahanna has agreed to employ Chester Willcox & Saxbe, LLP, as its lawyers.

CITY OF GAHANNA

By: _____

Its: _____