



KOHR ROYER GRIFFITH, INC.
 145 N. HIGH STREET, 6TH FLOOR
 COLUMBUS, OHIO 43215

It is recommended that all parties
 be represented by legal counsel and a Realtor®

October 11, 2001

1. PROPERTY DESCRIPTION: The undersigned Buyer offers to purchase from the Seller through Broker(s), the following described real estate including, without limitation, all improvements, fixtures, appurtenant rights, privileges and easements located in the County of Franklin, and the State of Ohio and known as: 57-63 Mill Street, Gahanna, Ohio and all parcels of land described in the attached survey and legal description including parcel B-1 labeled on the survey as unknown owner.
 2. PRICE AND TERMS: The purchase price is One Hundred and Fifty-Seven Thousand Dollars (\$ 157,000.00) payable as follows: cash at closing
 3. CONTINGENCIES:
 - (a) Environmental Inspection: (This paragraph 3(a) not applicable if number of days not inserted.) Within 60 days after the acceptance hereof, Seller agrees to permit the Buyer, the Buyer's lender and the qualified, professional environmental consultant of either of them to enter the premises to conduct, at the expense of the Buyer, an environmental site assessment. Buyer agrees to indemnify and hold Seller harmless from any injury or damage caused by such inspection. If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, the Buyer, at Buyer's option, may notify the Seller in writing, within the above specified period, that the contract is null and void.
 - (b) Property Inspection: (This paragraph 3(b) 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, in good faith, 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, along with a written copy of such inspection report(s), within the time period specified above, such notice and report(s) shall specify the unsatisfactory conditions. Failure of Buyer to so deliver written notice and copy of the inspection report(s) within such time period shall constitute a waiver of Buyer's right to terminate pursuant to this provision.
 - (c) Other Contingencies: see addendum
 4. POSSESSION: Possession shall be given, subject to tenants' rights as tenants, upon closing.
 5. RENTALS AND OTHER PRORATIONS AND SECURITY DEPOSITS: Rents and operating expenses shall be prorated and security deposits shall be transferred to buyer, as of the date of closing.
 6. FIXTURES AND EQUIPMENT: The consideration shall include all fixtures owned by Seller including, but not limited to: built-in appliances; heating, ventilating, air conditioning (HVAC) and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings, curtain rods and window coverings including draperies and curtains; attached doors; light, bathroom and lavatory fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms; satellite reception system and components; all exterior plants and trees; and the following: (None if left blank)
 7. 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 and Broker within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.
 8. 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 they are on the date of this offer, reasonable wear and tear excepted.
 9. EVIDENCE OF TITLE: Seller shall furnish and pay for an owner's title insurance commitment and policy [ALTA Form B (1992 REV. 10-17-92)] 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, (or Buyer's intended use which is Redevelopment). Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for 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, condition, restriction or encroachment or obtain title insurance without exception thereof. In the event Seller is unable to remedy or insure against the defect within the thirty (30) day period, the Buyer may declare this contract null and void. At closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.
 10. CONVEYANCE AND CLOSING: At closing, Seller shall pay transfer taxes and deed preparation and shall convey, at closing, marketable title (as described in paragraph 9) to the real estate by deed of general warranty (or appropriate fiduciary deed if seller is a fiduciary) in fee simple, with release of dower, if any. The date of closing shall be: Within 30 days of obtaining all necessary city approvals and a building permit from the City of Gahanna.
 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 also shall pay or credit on the purchase price all other unpaid real estate taxes that 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.
- With regard to further assessments, Seller warrants that, as of the date 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 governmental 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.

(See Page Two)

EXHIBIT A

KOHR ROYER GRIFFITH, INC.
145 N. HIGH STREET, 6TH FLOOR
COLUMBUS, OHIO 43215

Addendum 1 Page 1



ADDENDUM TO REAL ESTATE PURCHASE CONTRACT

Adopted by the Columbus Board of Realtors®

It is recommended that all parties
be represented by legal counsel

October 11, 2001

In reference to the Real Estate Purchase Contract originally dated October 11, 2001
between Buyer John Royer, Doug Maddy,
and Seller City of Gahanna,
covering the property commonly known as 57-63 Mill Street and all parcels of land described in the
attached survey.

The provisions of this addendum supersedes any conflicting provisions in the Real Estate Purchase Contract or any prior addendum.

Contingencies continued:

3(C) 120 days for the buyer to do an architectural and engineering feasibility study to the
buyer's sole satisfaction.

3(D) Subject to the City of Gahanna reimbursing the buyer \$153,000 for the cost and
construction of the following items: (1) Building and installing the proposed seating and
terrace areas, including the public sidewalks and public walkway areas. The owner of the
property will also grant back to the city a facade easement so that the city will retain
control over the exterior renovation of the house and a certain portion of the \$153,000
will be used to create a slab on grade type construction that will elevate the home above
100 year floodway.

Attached to the purchase contract is a survey drawing of the proposed terrace and seating
areas, public sidewalks and public walkways to be constructed by the buyer and upon payment
of \$153,000 from the City of Gahanna. The buyer will deed back the area outlined and
described on the attached site plan to the city. The city will then be responsible for
granting back to the owner of the building known as 57 Mill Street and/or it's lessee the
right to allow the owner or lessee of 57 Mill Street the right to access and install
benches or chairs in the public area to allow seating. No alcoholic beverages will be
allowed in this area unless agreed upon at a later date. The area on the attached drawing
highlighted as private terrace will be reserved for outdoor dining and alcohol beverage
services.



CBR 1995



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THE PROPOSED BUDGET FOR THE \$153,000 CASH PAYMENT FROM THE CITY OF GAHANNA FOR THE
FOLLOWING IMPROVEMENTS:

<u>1. PUBLIC SIDEWALKS, TERRACE AREAS, DECKING</u>	<u>\$70,000</u>
<u>2. FLOOD PROTECTION CONSTRUCTION</u>	<u>\$40,000</u>
<u>3. FACADE EASEMENT</u>	<u>\$43,000</u>
<u>4. TOTAL COST</u>	<u>\$153,000</u>



Appendix 1

SUMMERFIELD'S MILL STREET PROPERTIES

0.173 ACRE

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in part of Farm Lot 23, Quarter Township 1, Township 1, Range 17, United States Military District, being those lands described in the deeds to Frank A. Sr. & Ruth I. Summerfield, recorded in Deed Book 3299, Page 617, Deed Book 3689, Page 330, and Instrument No. 200008080158554 (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 point 63.66 feet left of centerline Station 1217+94.35 of U.S. Route 62 (see R/W Plan: FRA. 62-19.06, Sheet 90 of 91), said point being at an angle point in the Limited Access Right-of-Way Line of said U.S. Route 62, and being located North 85°45'30" West, 0.38 feet from the intersection of said line, with the westerly right-of-way line of Mill Street (60 feet in width);

thence westerly along said limited access right-of-way line, North 85°45'30" West, 35.90 feet to an iron pipe set;

thence northwesterly along the southwesterly lines of said lands of Summerfield, being the northeasterly lines of those lands described in the deeds to the City of Gahanna, recorded in Instrument Nos. 200008080158550 & 200008080158547, the following eight (8) courses and distances:

1. North 37°07'50" West, 7.52 feet;
2. North 87°06'44" West, 5.31 feet;
3. North 2°53'16" East, 6.33 feet;
4. North 37°07'50" West, 40.83 feet to an iron pipe set in the southerly line of that tract of land described as Parcel No. 1 in said deed to Summerfield, recorded in Deed Book 3689, Page 330;
5. North 37°07'50" West, 39.17 feet to an iron pipe set in the northerly line of said Parcel No. 1;
6. North 37°07'50" West, 2.58 feet to an iron pipe set;
7. North 19°18'48" West, 7.21 feet to an iron pipe set; And,
8. North 34°18'54" West, 19.89 feet to an iron pipe set at the intersection of said line with the westwardly extension of the line common to that tract of land described as Parcel No. 2 in said deed to Summerfield, recorded in Deed Book 3689, Page 330, and that tract of land described in the deed to Mark P. and Becky J. Seitzinger, recorded in Official Record 16510, Page E-17;

0.173 Acre, continued;

thence easterly along said westwardly extension and said line common to Summerfield and Seitzinger, South 87°07'31" East, (passing the westerly corner common to said Summerfield and Seitzinger at 39.12 feet) a distance of 114.27 feet to an iron pipe set in the westerly right-of-way line of said Mill Street;

thence southerly along said westerly right-of-way line of Mill Street, South 2°53'16" West, 98.73 feet to the intersection of said line, with the eastwardly extension of aforesaid limited access right-of-way line of U.S. Route 62;

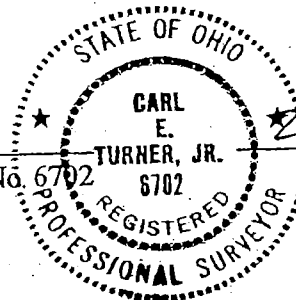
thence westerly along said easterly extension of the limited access right-of-way line of said U.S. Route 62, North 85°45'30" West, 0.38 feet to the 'Point of Beginning,' containing 0.173 acre (7,537 square feet) of land, more or less, as described in May of 2001, by Carl E. Turner Jr., Registered Professional Surveyor No. 6702.

Subject, however, to all rights-of-way, if any, of previous record.

Bearings are referenced to that meridian used for the centerline survey for U.S. Route 62 (I.e. North 88°53'27" East), as witnessed by concrete reference monuments found for Stations 1203+31.66 & 1214+00 (see Highway Plans: FRA.62-19.06, Sheets 73, 74, 75, 80 & 90 of 91). Iron pipes called for as set, are ¾" 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.'

By Carl E. Turner, Jr.

Carl E. Turner, Jr., Professional Surveyor No. 6702



24 May 2001
Date

* End of Description *

**0.0264 ACRE
PARCEL "B-1"**

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in part of Farm Lot 23, Quarter Township 1, Township 1, Range 17, United States Military District, being part of those lands formerly owned by Jesse Baughman (record references recited herein are to those of the Recorder's Office, Franklin County, Ohio), and being more particularly described as follows:

Commencing at a point 63.66 feet left of centerline Station 1217+94.35 of U.S. Route 62 (see R/W Plan: FRA. 62-19.06, Sheet 90 of 91), said point being at an angle point in the Limited Access Right-of-Way Line of said U.S. Route 62, and being located North 85°45'30" West, 0.38 feet from the intersection of said line, with the westerly right-of-way line of Mill Street (60 feet in width);

thence westerly along said limited access right-of-way line, North 85°45'30" West, 164.29 feet to an angle point in said line;

thence northwesterly, continuing along said limited access right-of-way line, North 51°07'02" West, 7.80 feet to the intersection of said line, with the southerly extension of an easterly line of that 7.915 acre tract of land described in the deed to the City of Gahanna, recorded in Official Record 32024, Page F-06;

thence northerly, along said southerly extension and easterly line of said 7.915 acre tract, North 2°53'16" East, 115.21 feet to the southwesterly corner of that tract of land known as Lot No. 3 of the town plat of Gahanna, recorded in Plat Book 3, Pages 178, 213 & 214, as described in the deed to Select Properties Ltd., recorded in Official Record 34099, Page F-05;

thence easterly along the southerly line of said Lot No. 3, South 87°07'31" East, 30.44 feet to an iron pipe set at the TRUE POINT OF BEGINNING;

thence continuing easterly along said southerly line of Lot No. 3, South 87°07'31" East, 56.02 feet to the northwesterly corner of that tract of land described in the deed to Mark P. and Becky J. Seitzinger, recorded in Official Record 16510, Page E-17;

thence southerly along the westerly line of said Seitzinger, South 17°35'10" East, 26.68 feet to the southwesterly corner of said Seitzinger, being the northwesterly corner of that tract of land described as Parcel No. 2 in the deed to Frank A. and Ruth I. Summerfield, recorded in Deed Book 3689, Page 330;

thence along the westerly extension of the line common to said Seitzinger and said Parcel No. 2 (Summerfield), through said lands of Baughman, North 87°07'31" West, 39.12 feet to an iron pipe set;

0.0264 Acre (B-1), continued;

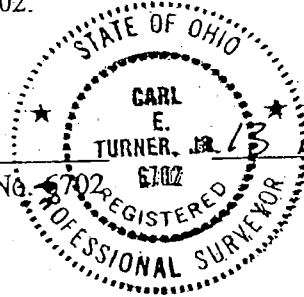
thence northwesterly through said lands of Baughman, the following two (2) courses and distances:

1. North 34°18'54" West, 14.19 feet to an iron pipe set; And,
2. North 49°18'55" West, 22.34 feet to the 'True Point of Beginning,' containing 0.0264 acre (1,148 square feet) of land, more or less, as surveyed and described in August of 1998, by Carl E. Turner, Jr., Registered Professional Surveyor No. 6702.

Subject, however, to all rights-of-way, if any, of previous record.

Bearings are referenced to that meridian used for the centerline survey for U.S. Route 62 (I.e. North 88°53'27" East), as witnessed by concrete reference monuments found for Stations 1203+31.66 & 1214+00 (see Highway Plans: FRA.62-19.06, Sheets 73, 74, 75, 80 & 90 of 91). 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.'

By Carl E. Turner, Jr.
Carl E. Turner, Jr., Professional Surveyor No. 6702
Date 13 Aug. 1998



* End of Description *

Summerfield
Site Plan
SCALE: 1"=20'-0"

AREA CALCULATION	
Summerfield	A 1078 Sq. Ft.
Olde Bag of Nails	B 4208 Sq. Ft.
City of Gahama	C 2246 Sq. Ft.
Total	7532 Sq. Ft.

george parker & associates
october 9, 2001

