

CITY OF GAHANNA OHIO

CONTRACT OF SALE AND PURCHASE

This Agreement, entered into as of the ____ day of _____, 2008 ("Effective Date"), by and between **825 Tech Center Drive LLC, an Ohio limited liability company** (hereinafter called the "**Owner**"), and the **City of Gahanna** (hereinafter called the "**CITY**"), who agree to be bound by the terms and conditions hereof ("Agreement").

Owner hereby agrees to grant, sell, bargain and convey to the CITY that certain real property described in the attached Exhibit A, together with any improvements located thereon ("Property").

The CITY agrees to purchase the Property and agrees to pay the full sum of **Five Hundred Sixty Thousand and 00/1000 Dollars (\$560,000.00)** as full monetary compensation and damages for same and as full consideration for the covenants of Owner herein contained; provided, however, that the CITY further agrees to comply with all material terms and conditions provided in that certain "counter-offer" made and delivered by Onda, LaBuhn, Rankin & Boggs on behalf of Owner to the CITY, dated March 14, 2008, and attached hereto as Exhibit B, which incorporates certain non-monetary requirements to be performed by the CITY as itemized in that certain correspondence by Onda, LaBuhn, Rankin & Boggs, dated February 26, 2008, and attached as Exhibit C, and acknowledged and accepted in that certain correspondence by Karl Wetherholt, dated March 6, 2008, and attached hereto as Exhibit D.

Owner shall sell and convey the Property by **Warranty Deed** and provide a **Temporary Easement** to the CITY over other real estate owned by the Owner and shall deliver said instruments to the CITY at the time of closing and which closing shall occur no later than 60 days after the Effective Date ("Closing Date") and at which closing the CITY shall pay the aforesaid consideration of **Five Hundred Sixty Thousand and 00/1000 Dollars (\$560,000.00)** and take such other actions as are required herein.

Owner agrees it shall provide marketable title to the Property, except mortgages, taxes, easements, conditions and restrictions of record, if any.

Owner agrees to execute supplemental instruments necessary for the construction and maintenance of the project, over, across and upon the Property.

From the Effective Date through the Closing Date, Owner hereby grants to the CITY, its employees, agents, consulting engineers, contractors and other representatives a license for the right to enter upon the Property. CITY shall be responsible for and hold the Owner harmless from any and all claims, expenses, damages, liability, and costs (including attorney fees) arising out of personal injury or property damage to the extent that such injury or damage is caused by the CITY, its employees, agents, consulting engineers, contractors and other representatives entering upon the Property prior to the Closing Date.

EXHIBIT A

Owner further agrees, that if for any reason the CITY determines it to be necessary to file a Complaint in the Court of Common Pleas of Franklin County for the impaneling of a jury to assess the compensation to be paid for the Property, this Agreement may be introduced in evidence in such proceedings and the amount specified herein shall be deemed and stipulated to be the fair market value of the interest acquired in the Property.

In addition to the other obligations of the CITY as provided in this Agreement, the CITY agrees to pay all closing costs relating to the closing of the transfer of the Property as provided herein.

This Agreement shall be binding upon Owner and the Owner's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the CITY its successors and assigns.

OWNER:

DATE: _____

**825 Tech Center Drive LLC,
an Ohio limited liability company**

CITY OF GAHANNA

DATE: _____

DATE: _____

DATE: _____

By: Negotiator
Stantec Consulting Services, Inc.

EXHIBIT

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A

Boundary Description for
0.586 Acre
South of Taylor Road
East of Morrison Road

Situated in the State of Ohio, County of Franklin, City of Gahanna, Quarter Township 3, Township 1, Range 16, United States Military District and being out of that 7.625 acre tract conveyed to 825 Techcenter Drive, LLC of record in Instrument Number 200605120091965 and described as follows:

Beginning at an iron pin set marking the east terminus of the north right-of-way line for Techcenter Drive as recorded in Plat Book 87, Page 58, the same being a corner to said 7.625 acre tract, in a south line of that 6.910 acre tract conveyed to Columbus Southern Power Company of record in Instrument Number 199901040001060;

Thence S 85° 56' 32" E, with said south line, the same being a north line of said 7.625 acre tract, 335.84 feet to a ¾" iron pipe (capped Bird & Bull) found marking a common corner thereof, in a west line of that 11.814 acre tract conveyed to Central Ohio Community Improvement Corporation of record in Instrument Number 200510190220155;

Thence S 02° 50' 06" W, with a common line to said 7.625 acre and 11.814 acre tracts, 64.68 feet to an iron pin set at a point of curvature;

Thence with a common line to said 7.625 acre and 11.814 acre tracts and with a curve to the left, having a central angle of 20° 47' 51", a radius of 180.00 feet, and an arc length of 65.34 feet, a chord bearing and chord distance of S 07° 33' 47" E, 64.98 feet to an iron pin set;

Thence across said 7.625 acre tract, the following courses;

With a curve to the right, having a central angle of 15° 56' 42", a radius of 280.00 feet, and an arc length of 77.92 feet, a chord bearing and chord distance of N 62° 29' 54" W, 77.67 feet to an iron pin set at a point of reverse curvature;

With a curve to the left, having a central angle of 28° 46' 21", a radius of 220.00 feet, and an arc length of 110.48 feet, a chord bearing and chord distance of N 68° 54' 44" W, 109.32 feet to an iron pin set at a point of tangency;

N 83° 17' 54" W, 177.42 feet to an iron pin set in a west line of said 7.625 acre tract, the same being the east right-of-way line for said Techcenter Drive;

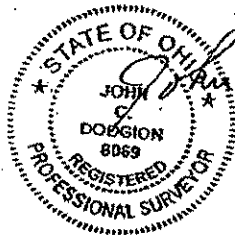
Thence with said west line, the same being said east right-of-way line and with a curve to the left, having a central angle of 07° 00' 08", a radius of 50.50 feet, and an arc length of 6.17 feet, a chord bearing and chord distance of N 09° 52' 53" E, 6.17 feet to an iron pin set;

Thence N 06° 23' 34" E, with said west line, the same being said east right-of-way line, 51.12 feet to the Point of Beginning, and containing 0.586 acre, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by John C. Dodgion, P.S. 8069 on July 23, 2007 and is based on existing records and an actual field survey performed in July 2007. A drawing of the above description is attached hereto and made a part thereof.

Iron pins set are ¾" diameter, 30" long iron pipe with plastic cap inscribed "Advanced 7661".

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio. Bearings are based on the Ohio State Plane Coordinate System, NAD83 South Zone (1986 Adj.). A bearing of S 33° 55' 24" W was held between Franklin County Monuments FCGS 5524 and FCGS 1164 Reset.

ADVANCED CIVIL DESIGN, INC.



John C. Dodgion, P.S. 8069

10/17/2007

1 NAD
3-28-08

FILE COPY

EXHIBIT

B

Onda, LaBuhn, Rankin & Boggs
A Legal Professional Association

Todd A. Ernsberger
Attorney at Law
Email tae@olrlaw.com

March 14, 2008

Mr. Joseph J. Gatto, II
Mr. Mark A. Federer
c/o Stantec Consulting Services
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

Ms. Rebecca Stinchcomb, Mayor
City of Gahanna, Ohio
200 South Hamilton Road
Gahanna, Ohio 43230

Mr. Karl Wetherholt
Gahanna City Engineer's Office
200 South Hamilton Road
Gahanna, Ohio 43230

Re: Counter-Offer to Counter Proposal by Stantec Consulting Services Inc. (fka R.D. Zande & Associates, Inc.), dated March 6, 2008, on behalf of the City of Gahanna ("City") relating to a proposed taking of a certain 0.586 acre portion of the real property located at 825 Techcenter Drive, Gahanna, Ohio ("Property")

Dear Ladies and Gentlemen:

On behalf of 825 TechCenter Drive, LLC ("Owner"), the owner of the Property, we appreciate the counter proposal received on March 6, 2008, from Stentec Consulting Services on behalf of the City. We also appreciate the time and effort expended by all the parties during this process. We are encouraged with the City's agreements relating to Owner's previously identified Additional Requirements and increased monetary offer to settle the taking of the Property. Unfortunately, the current amount offered by the City, being \$523,175.00, is insufficient to meet Owner's expected consideration when taking into account the value of the land to be acquired by the City, the value of the temporary easement, the cost to cure of the parking lot and Owner's reasonable expenses related to the taking.

Understanding the City's inability to agree to contingent amounts relating to the proposed taking, which we requested in Owner's February 26, 2008, Counter-Offer, Owner is willing to settle the proposed taking, cost of cure, etc. if the City were to agree to pay to Owner \$560,000.00. The agreement by Owner is contingent upon the City agreeing to the following additional requirements:

- (a) The City's acceptance of items (a) through (g), (j), and (k) of the Additional Requirement as identified in Owner's February 26, 2008, Counter-Offer. We are in receipt of Karl Wetherholt's March 6, 2008, correspondence, which generally indicates the City's willingness to accept those items. As to item (c), Mr. Wetherholt requested a statement relating to the requirement of the Swap Land (as defined in our February 26, 2008, Counter-Offer) relating to the loss of parking spaces. During previous conversations with Mr.

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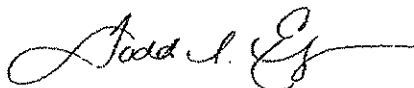
Wetherholt in early January, he indicated the City of Gahanna's Fire Department and/or other City public safety departments would require a second access point to the Property, thus necessitating Owner's receipt of the Swap Land. Furthermore, the current reconfigured plans for the Property would require the Swap Land be conveyed to Owner in order to provide for the replacement of lost parking spaces that currently exist.

- (b) The agreement of the City (to be binding upon its successors and assigns) that for a period of fifteen (15) years following the current taking, no further takings will be made of the Property or any other real property owned by Owner for parcels adjacent to the Property (as of the date of the agreement between the City and Owner) for the purpose of providing means of ingress/egress to any other property. Mr. Wetherholt's March 6, 2008, correspondence indicated that the City could not agree to an open-ended period relating to this proposition. Accordingly, a reasonable fifteen (15) year period is requested on such covenant.
- (c) The agreement of the City that Owner will not be charged for any costs relating to any permits, applications, certificates or other items, which would otherwise be required by the City for or during the construction of the reconfigured parking areas.

As previously indicated, Owner's agreement and ability to perform hereunder is contingent upon Owner's lender consenting to the release of the real property to be conveyed by the City in the Deed, and the modification of its mortgage, which may or may not include the additional mortgage of the Vacation Land and/or the Swap Land (as defined in our February 26, 2008, Counter-Offer). This counter-offer shall remain outstanding and subject to acceptance through April 15, 2008.

If there should be any questions or concerns of the City or its representatives relating to this counter-offer, please feel free to contact either myself at (614) 716-0506, or Timothy S. Rankin, Esq. at (614) 716-0501.

Very Truly Yours,



Todd A. Ernsberger

TAE

Cc: 825 TechCenter Drive, LLC (via email transmission and Regular U.S. Mail)
Attn: Mr. Robert Shaevitz
5729 Compass Court
Cape Coral, Florida 33914

3-03-28-08
TAE

Onda, LaBuhn, Rankin & Boggs
A Legal Professional Association

EXHIBIT

C

Todd A. Ernsberger
Attorney at Law
Email tae@olrlaw.com

February 26, 2008

Mr. Joseph J. Gatto, II
Mr. Mark A. Federer
c/o Stantec Consulting Services
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

Ms. Rebecca Stinchcomb, Mayor
City of Gahanna, Ohio
200 South Hamilton Road
Gahanna, Ohio 43230

Mr. Karl Wetherholt
Gahanna City Engineer's Office
200 South Hamilton Road
Gahanna, Ohio 43230

Re: Counter-Offer to Good Faith Offer Issued by Stantec Consulting Services (fka R.D. Zande & Associates, Inc.) on behalf of the City of Gahanna ("City") relating to a proposed taking of a certain 0.586 acre portion of the real property located at 825 Techcenter Drive, Gahanna, Ohio ("Property")

Dear Ladies and Gentlemen:

This firm represents 825 TechCenter Drive, LLC ("Owner"), the owner of the Property. The Property is subject to a certain Notice of Intent to Acquire and Good Faith Offer, dated December 20, 2007, issued by R.D. Zande Associates, Inc. on behalf of the City ("Offer"). Owner has since conducted extensive due diligence relating to the Offer. Based upon said due diligence, Owner is willing to provide the City with (i) a warranty deed substantially similar to that provided by the City in connection with the Offer for that certain 0.586 acre portion of the Property as described and identified in the attached legal description and survey ("Deed"), and (ii) a six (6) month temporary construction easement for grading and driveway construction for an area as substantially identified in the attached survey ("Temporary Easement"), upon the terms and conditions as provided herein.

Counter Offer:

In consideration for the delivery to the City of the Deed and Temporary Easement, Owner requires compensation from the City, summarized as follows:

Compensation for taking of real property to be conveyed in the Deed	\$240,000.00
Cost to cure.....	\$264,705.00 ¹

¹ Subject to the contingency as provided herein.

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Temporary Easement\$ 1,175.00
Additional ReimbursementsTBD (See below)
Additional RequirementsSpecified Below

Compensation for Taking:

Owner accepts the City's value of Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) as adequate compensation in exchange for the 0.586 acre portion of the Property proposed to be taken in the Offer.

Cost to Cure:

Through prior discussions with representatives of the City, proposed alterations have been made to the planned reconfiguration of the Property as presented in the City's Offer. The proposed alterations have been preliminarily approved by the City and are identified in the attached preliminary plan prepared by Watcon Consulting Engineers, LLC ("Plan"). Owner has determined through its course of due diligence that the cost to (i) engineer and complete demolition and construction of the reconfigured parking lot, (ii) construct the additional access point at the Northeast corner of the Property, (iii) alter and/or relocate certain portions of storm sewer system and lighting systems on the Property, (iv) complete landscaping, (v) relocate the monument sign and fabricate and locate additional needed entry signage, (vi) seal and re-stripe the parking areas on the Property so to maintain the aesthetic integrity of the reconfigured parking area, and (vii) complete all other items contained in the Plan, is Two Hundred Sixty-Four Thousand Seven Hundred Five and 00/100 Dollars (\$264,705.00). Attached is the bid prepared by Nicholas Savko & Sons, Inc. ("Savko"), dated February 15, 2008, detailing the aforementioned costs. Owner intends to utilize the services of Savko to complete said construction, understanding that Savko has contracted with the City to complete construction of the proposed roadway adjacent to the Property. Notwithstanding the quote issued by Savko, to the extent that the actual costs incurred by Owner to complete the aforementioned items exceed the amount requested as the Cost to Cure, excepting for any cost increase caused by Owner, Owner requires that such excess costs be paid and/or timely reimbursed by the City.

Temporary Easement:

Owner accepts the City's value of One Thousand One Hundred Seventy-Five and 00/100 Dollars (\$1,175.00) as adequate compensation in exchange for the grant of the Temporary Easement proposed in the Offer.

Additional Reimbursements:

Owner will require reimbursement from or, where applicable, prior payment by the City for the following expenses caused wholly by the City's taking or other ancillary expenses related thereto:

- (a) Owner's reasonable costs incurred to plan, engineer and construct the reconfigured parking plan that are not otherwise a part of the Cost to Cure, including without limitation, any architect, engineering, construction or surveying fees, which are necessitated by events or conditions that are not currently or readily discoverable at this time.

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- (b) Owner's reasonable costs incurred to conduct its due diligence and/or negotiations relating to reviewing the City's Offer and/or the preparation of this or any future counter-offer, including without limitation, any attorney's fees, engineering fees or appraisal fees.
- (c) All costs incurred by Owner relating to (i) the modification of its loan under which the Property is mortgaged, and (ii) any costs incurred or required by its lender to consent to the modification of its mortgage, including without limitation any required legal fees, legal opinions, recording fees, updates to said lender's title insurance policy, penalties or other fees.
- (d) All costs incurred by Owner to provide alternative parking availability, if necessary, to its current tenants throughout the reconstruction period.
- (e) All costs for any governmental permits required for (or inspection of the completion of) the reconstruction of the parking areas on the Property or any other components identified in the Plan.
- (f) Owner's reasonable costs in pursuing, fulfilling and/or enforcing any agreed item identified herein.

Additional Requirements:

In addition to the monetary consideration and reimbursement as provided herein, Owner requires the following items:

- (a) Approval by the City (and all necessary agencies and divisions thereof) of the Plan, Owner's right to reconstruct its parking areas as provided therein, and the grant of any variance(s) which might be necessary as a result of the Plan's non-compliance, if any, with any zoning, building or other applicable ordinance, including without limitation, (i) the use by Owner of a two-sided monument sign and any other signage reasonably required by Owner to identify the points of ingress/egress per the Plan, or (ii) the placement of any component of the parking areas within the required set-back lines on the Property. Furthermore, to the extent required by Owner's lender or reasonably requested by Owner, the City (or its respective agencies or divisions thereof) shall issue letters confirming that the Property upon completion of the reconstruction per the Plan is compliant with all zoning requirements or that sufficient variances have been granted by the City to the Owner for its use related thereto.
- (b) The City's vacation of the land previously contained in the cul-de-sac located at the Northwest corner of the Property so that Owner's property line extends parallel and adjacent to the right-of-way line for Techcenter Drive, and the City's taking of any other actions necessary to provide Owner with a fee simple interest in such vacated land ("Vacated Land").
- (c) The grant by the City or any other third-party holding title to that certain land located at the Northeast corner of the Property necessary for Owner to complete construction of a second point of ingress/egress as provided in the Plan ("Swap Land"). Upon such grant, Owner shall have a fee simple interest in the Swap Land free and clear of all liens, judgments and similar encumbrances, subject only to (i) the state of facts shown on an accurate survey, (ii) zoning regulations, municipal building restrictions and all other laws, ordinances, regulations and restrictions of any duly constituted public authority, (iii) grants of the City to utility and/or power companies, (iv) the right of the public in sidewalks and abutting public rights-of-way, and easements given to the public for water course maintenance, slope rights and sight rights,

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- (v) the lien of current taxes and assessments not yet due and payable, and (vi) special taxes and assessments becoming a lien on or after the date of grant ("Permitted Encumbrances").
- (d) The City providing copies of surveys to Owner of the Vacated Land and the Swap Land certified by a licensed surveyor to within thirty (30) days of the grant of the Swap Land and the date of vacation of the Vacated Land, as applicable.
- (e) The City providing Owner with a Phase I environmental study relating to the Vacated Land and the Swap Land, and to the extent determined reasonably necessary by Owner or Owner's lender, to remediate any items identified in such environmental study, or subsequently required Phase II environmental study.
- (f) The City providing Owner with a title insurance policy for the Vacated Land and the Swap Land subject only to the Permitted Encumbrances, such policy to insure such lands through the date of vacation of the Vacated Land or the grant of the Swap Land, as applicable.
- (g) Approval by the City of full access curb cuts at both points of ingress/egress as identified on the Plan.
- (h) The agreement of the City (to be binding upon its successors and assigns) that no further takings will be made of the Property or any other real property owned by Owner for parcels adjacent to the Property (as of the date of the agreement between the City and Owner) for the purpose of providing means of ingress/egress to any other property.
- (i) The agreement of the City to take and maintain sufficient speed reduction and/or public safety measures on Techcenter Drive so to protect vehicle and/or permitted pedestrian traffic to and from the Property.
- (j) The agreement of the City that at least one point of vehicle ingress/egress to and from the Property shall be maintained at all times prior to, during and after the construction of the extension of Techcenter Drive. To the extent necessary, the City shall grant a temporary easement to the Owner for the benefit of the Property across all public property necessary to access Techcenter Drive to Morrison Road until the permanent dedication and completion of the Techcenter Drive extension.
- (k) The agreement of the City to reasonably cooperate with the Central Ohio Transit Authority ("COTA") to permit and/or identify a pick-up/drop-off point reasonably close to the Property to replace the current point at or near the cul-de-sac located adjacent to the Property, and to provide a permanent pick-up/drop-off point for COTA on Techcenter Drive after completion of its extension that is within reasonable and pedestrian-safe proximity to the Property.
- (l) The agreement of the City that if (i) the current tax abatement granted to Owner relating to the Property pursuant to Ohio Revised Code Section 3735.66, *et seq.* has expired, and (ii) the City has granted a tax abatement pursuant to Ohio Revised Code Section 3735.66, *et seq.* or similar state statute or local ordinance to an owner of any real property which constitutes all or a part of any of Lots 1, 2, 5, 7 or 12 as identified in the attached Development Exhibit for Central Park of Gahanna, dated October 16, 2007, which is primarily used for commercial purposes (individually, a "Benefited Lot"), the City will pay to the owner of the Property (whether the Owner or any successor thereto) or otherwise abate any real property taxes affecting the Property for each year by an amount equal to the product of (x) the real property

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taxes assessed and/or levied against the Property for such year, and (y) the maximum percentage of the real property taxes abated for any Benefited Lot. The aforesaid agreement and the City's obligations thereunder shall expire fifteen (15) years after the completion of the extension of Techcenter Drive between Morrison Road and the proposed Science Boulevard extension.

Notwithstanding anything contained in this counter-offer to the contrary, this counter-offer and Owner's agreement and ability to perform hereunder is contingent upon Owner's lender consenting to the release of the real property to be conveyed by the City in the Deed, and the modification of its mortgage, which may or may not include the additional mortgage of the Vacation Land and/or the Swap Land.

If there should be any questions or concerns of the City or its representatives relating to this counter-offer, please feel free to contact either myself at (614) 716-0506, or Timothy S. Rankin, Esq. at (614) 716-0501.

Very Truly Yours,



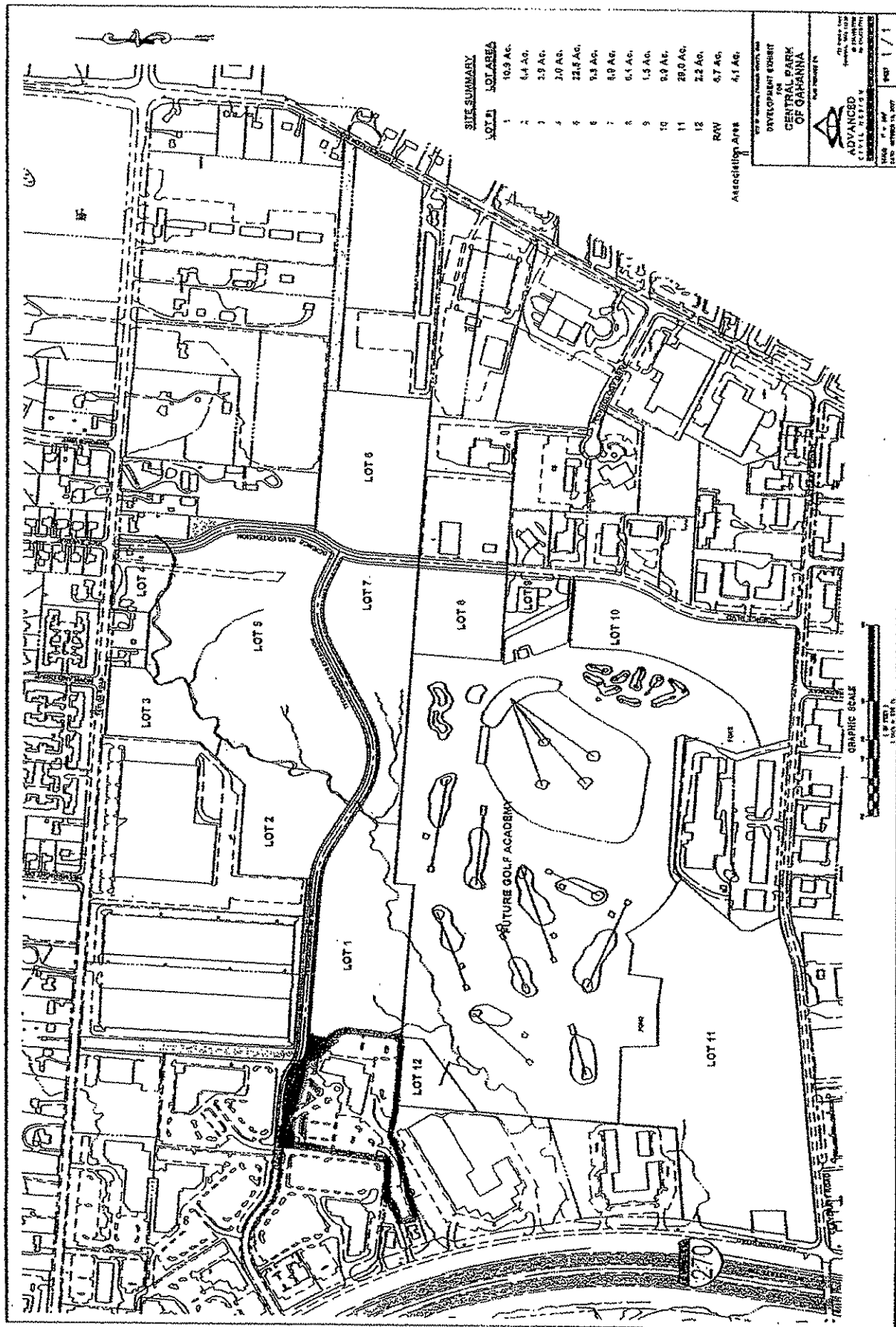
Todd A. Ernsberger

TAE

Enclosures: A. Boundary Description of 0.586 acre tract (Advanced Civil Design, 10/17/2007)
B. Survey of 0.586 acre tract (Advanced Civil Design, 07/23/2007)
C. Survey of temporary easement area (Watcon Consulting Engineers, 12/11/2007)
D. Bid of Nickolas Savko & Sons, Inc. (02/15/2008)
E. Preliminary Parking Lot Plan (Watcon Consulting Engineers, 01/10/2008)
F. Development Exhibit for Central Park of Gahanna (Advanced Civil Design, 10/16/2007)

Cc: 825 TechCenter Drive, LLC (via email transmission and Regular U.S. Mail)
Attn: Mr. Robert Shaevitz
5729 Compass Court
Cape Coral, Florida 33914

8-3-28-08
r.r.



40-00-01-01

SURVEY OF ACREAGE PARCEL Quarter Township 3, Township 1, Range 18, USMD City of Gahanna, Franklin County, Ohio

Columbus Southern Power Company
 I.N. 199901040001060
 8.910 AC.

Techcenter Drive
 P.B. 87, Pg. 58
 N06°23'34"E
 511.2'

POB

S85°56'32"E 335.84'
 0.586 AC.

3/4" IFF
 (Bird & Bull)

Meritex Columbus, LLC
 I.N. 200410220245247
 10.010 AC.

Meritex Columbus, LLC
 I.N. 200410220245247
 7.752 AC.

Δ=07°00'08"
 R=50.50'
 L=6.17'
 CH=6.17'
 N09°52'53"E

Δ=28°46'21"
 R=220.00'
 L=110.48'
 CH=109.32'
 N68°54'44"W

Δ=15°56'42"
 R=280.00'
 L=77.92'
 CH=77.67'
 N62°29'54"W

Δ=20°47'51"
 R=180.00'
 L=65.34'
 CH=64.98'
 S07°33'47"E

Proposed Techcenter Drive

825 Techcenter Drive, LLC
 I.N. 200605120091965
 7.625 AC.

Central Ohio
 Community
 Improvement
 Corporation
 I.N. 200510190220155
 11.814 AC.



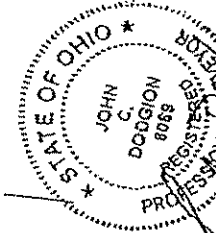
Revised 05/15/07

DRAWN BY: JCD JOB NO.: 07-0003-188
 DATE: 07/23/07 CHECKED BY: DRH

Bearings are based on the
 Ohio State plane Coordinate
 System, NAD83 South Zone
 (1986 Ad.), A bearing of S
 33° 55' 24" W was held
 between Franklin County
 Monuments F005 5524 and
 F005 1164 Resat.

- Iron Pin Found
- ✕ PK Nail Found
- ▲ RR Spike Found
- [M] Monument Box
- Iron Pin Set
- ✕ PK Nail Set
- △ RR Spike Set
- [M] Monument

Iron pins set are 3/4" diameter, 30" long iron pipe
 with a plastic cap inscribed "Advanced 7661".



John C. Doggion
 10/17/2007

ADVANCED
 CIVIL DESIGN

122 Beecher Road
 Gahanna, Ohio 43230
 PH 414-428-7760
 FX 414-428-7715

ENGINEERS & SURVEYORS

12-3-24-08
 AM



We move the earth.

NICKOLAS SAVKO & SONS, INC.
CONTRACTORS

4636 Shuster Road Columbus, Ohio 43214
(614) 451-2242 Fax (614) 451-6820
www.nicksavko.com

To:	Bob Shaevitz	Contact:	Todd Emsberger
Address:	825 Techcenter Dr Gahanna, OH	Phone:	
Project Name:	825 Techcenter Drive Revised	Bid Number:	
Project Location:	825 Techcenter Drive, Gahanna, OH	Bid Date:	2/15/2008

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Demolition						
		Full Depth Pavement Sawing	450.00	LF	\$2.20	\$990.00
		Pavement Removal	2,525.00	SY	\$6.00	\$15,150.00
		Curb Removal	1,495.00	LF	\$2.00	\$2,990.00
		Catch Basin Removed	1.00	EACH	\$425.00	\$425.00
		Pipe Removed	20.00	LF	\$40.00	\$800.00
		Total Price for above Demolition Items:				\$20,355.00
Parking Lot						
		Excavation	1.00	LS	\$8,000.00	\$8,000.00
		Finegrading - Subgrade	4,045.00	SY	\$1.00	\$4,045.00
		18 Straight Curb	1,430.00	LF	\$11.50	\$16,445.00
		304 Aggregate Base - 8 In	903.00	CY	\$40.00	\$36,120.00
		402 Asphalt Concrete - 1.5 In	340.00	TON	\$80.00	\$27,200.00
		404 Asphalt Concrete - 1.5 In	340.00	TON	\$80.00	\$27,200.00
		Seal & Stripe Entire Parking Lot	1.00	LS	\$25,000.00	\$25,000.00
		Parking Lot Line - Entire Parking Lot	1.00	LS	\$5,500.00	\$5,500.00
		Seeding & Mulching	1,500.00	SY	\$1.00	\$1,500.00
		Total Price for above Parking Lot Items:				\$151,010.00
Storm Sewer						
		Catch Basin Adjusted To Grade	1.00	EACH	\$300.00	\$300.00
		Catch Basin W/H.D. Grate	1.00	EACH	\$1,800.00	\$1,800.00
		Finger Drains	40.00	LF	\$8.50	\$340.00
		Total Price for above Storm Sewer Items:				\$2,440.00
Erosion Control						
		Dandy Bag Inlet Protection	4.00	EACH	\$100.00	\$400.00
		Total Price for above Erosion Control Items:				\$400.00
Parking Lot Lighting						
		Light Pole Relocation	3.00	EACH	\$1,500.00	\$4,500.00
		Total Price for above Parking Lot Lighting Items:				\$4,500.00
Landscaping						
		Landscaping Allowance	1.00	LS	\$50,000.00	\$50,000.00
		Entry Monument Sign	1.00	LS	\$17,000.00	\$17,000.00
		Entry Sign At East Entrance - No Electric	1.00	LS	\$3,000.00	\$3,000.00
		Total Price for above Landscaping Items:				\$70,000.00
Engineering						
		Parking Lot Design & Surveying	1.00	LS	\$11,500.00	\$11,500.00
		Construction Staking	1.00	LS	\$4,500.00	\$4,500.00
		Total Price for above Engineering Items:				\$16,000.00
		Total Bid Price:				\$264,705.00

13-3-2808
nrj

Notes:

- This quote is provided as a design build, lump sum price. This price is based upon the general intent of the attached drawing. All work associated with the two driveway entrances, within the right of way, shall be born by the public roadway project. This quote is for work outside the R/W only.
- The landscaping & entry sign prices are firm and have been backed up with quotes from subcontractors. This entire price is considered firm based on the previously submitted

- Nickolas Savko & Sons, Inc., hereinafter referred to as the contractor, supports the Central Ohio Utility Contractor's Association recommended bid exclusions and qualifications as listed below. The attached proposal is based on the following unless specifically stated otherwise in detailed line item changes initialed in agreement by the contractor. Further, the exclusions and qualifications listed below supersede any contradictory statements in the contract.

EXCLUSIONS:

1. Any fees, permits.
2. Any testing of compaction soils.
2. Any environmental or hazardous material assessments or handling.

QUALIFICATIONS:

1. All quotes and prices are good pending approval by the City of Gahanna.
2. The owner agrees to pay the contractor for 95% of all work completed through the last day of each calendar month by the 15th day of the following month. The final five percent being retained will be released in full to the contractor by the 10th of the following month once each line item has been installed and completed. Failure to abide by these payment terms will give just cause for the contractor to cease all work on the project until paid in full for all work completed and materials committed to date. In the event that such a situation occurs, the owner must provide the contractor with whatever information is requested by the contractor to satisfy his concerns that there are enough funds available to complete the remaining work, prior to work recommencing. If suitable funds are not available, then the contractor will not recommence work.
3. If compaction requirements cannot be met due to weather conditions, we reserve the right to suspend work until such conditions are conducive to compaction.
4. If the project work is delayed and remobilization of our equipment is required (due to no fault of our own), a remobilization fee of \$2,000.00 per occurrence will be charged.
5. All prices and quotes are based on a normal forty hour week. If longer daily hours or weekends are required, the overtime and office/shop support will be billed as an extra (the difference between actual and bid production).
6. In accordance with the Ohio Mechanic's Lien Law, the Owner or Agent is to provide the contractor with a copy of the Notice of Commencement prior to the start of any work on the project.
7. Any legal fees or related expenses incurred by the contractor as a result of trying to obtain payment due from the owner/developer will be paid to the contractor by the owner/developer and will be added to the contract.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Nickolas Savko & Sons, Inc. Authorized Signature: _____ Estimator: Scott Ingram (514) 255-1052 singram@nicksavko.com
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14-3-2008
MM/

**Boundary Description for
0.586 Acre
South of Taylor Road
East of Morrison Road**

Situated in the State of Ohio, County of Franklin, City of Gahanna, Quarter Township 3, Township 1, Range 16, United States Military District and being out of that 7.625 acre tract conveyed to 825 Techcenter Drive, LLC of record in Instrument Number 200605120091965 and described as follows:

Beginning at an iron pin set marking the east terminus of the north right-of-way line for Techcenter Drive as recorded in Plat Book 87, Page 58, the same being a corner to said 7.625 acre tract, in a south line of that 6.910 acre tract conveyed to Columbus Southern Power Company of record in Instrument Number 199901040001060;

Thence S 85° 56' 32" E, with said south line, the same being a north line of said 7.625 acre tract, 335.84 feet to a ¾" iron pipe (capped Bird & Bull) found marking a common corner thereof, in a west line of that 11.814 acre tract conveyed to Central Ohio Community Improvement Corporation of record in Instrument Number 200510190220155;

Thence S 02° 50' 06" W, with a common line to said 7.625 acre and 11.814 acre tracts, 64.68 feet to an iron pin set at a point of curvature;

Thence with a common line to said 7.625 acre and 11.814 acre tracts and with a curve to the left, having a central angle of 20° 47' 51", a radius of 180.00 feet, and an arc length of 65.34 feet, a chord bearing and chord distance of S 07° 33' 47" E, 64.98 feet to an iron pin set;

Thence across said 7.625 acre tract, the following courses;

With a curve to the right, having a central angle of 15° 56' 42", a radius of 280.00 feet, and an arc length of 77.92 feet, a chord bearing and chord distance of N 62° 29' 54" W, 77.67 feet to an iron pin set at a point of reverse curvature;

With a curve to the left, having a central angle of 28° 46' 21", a radius of 220.00 feet, and an arc length of 110.48 feet, a chord bearing and chord distance of N 68° 54' 44" W, 109.32 feet to an iron pin set at a point of tangency;

N 83° 17' 54" W, 177.42 feet to an iron pin set in a west line of said 7.625 acre tract, the same being the east right-of-way line for said Techcenter Drive;

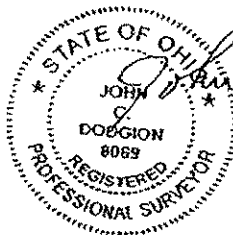
Thence with said west line, the same being said east right-of-way line and with a curve to the left, having a central angle of 07° 00' 08", a radius of 50.50 feet, and an arc length of 6.17 feet, a chord bearing and chord distance of N 09° 52' 53" E, 6.17 feet to an iron pin set;

Thence N 06° 23' 34" E, with said west line, the same being said east right-of-way line, 51.12 feet to the Point of Beginning, and containing 0.586 acre, more or less. Subject, however, to all legal highways, easements, and restrictions. The above description was prepared by John C. Dodgion, P.S. 8069 on July 23, 2007 and is based on existing records and an actual field survey performed in July 2007. A drawing of the above description is attached hereto and made a part thereof.

Iron pins set are ¾" diameter, 30" long iron pipe with plastic cap inscribed "Advanced 7661".

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio. Bearings are based on the Ohio State Plane Coordinate System, NAD83 South Zone (1986 Adj.). A bearing of S 33° 55' 24" W was held between Franklin County Monuments FCGS 5524 and FCGS 1164 Reset.

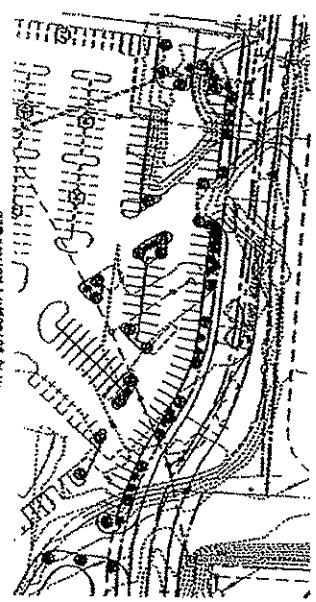
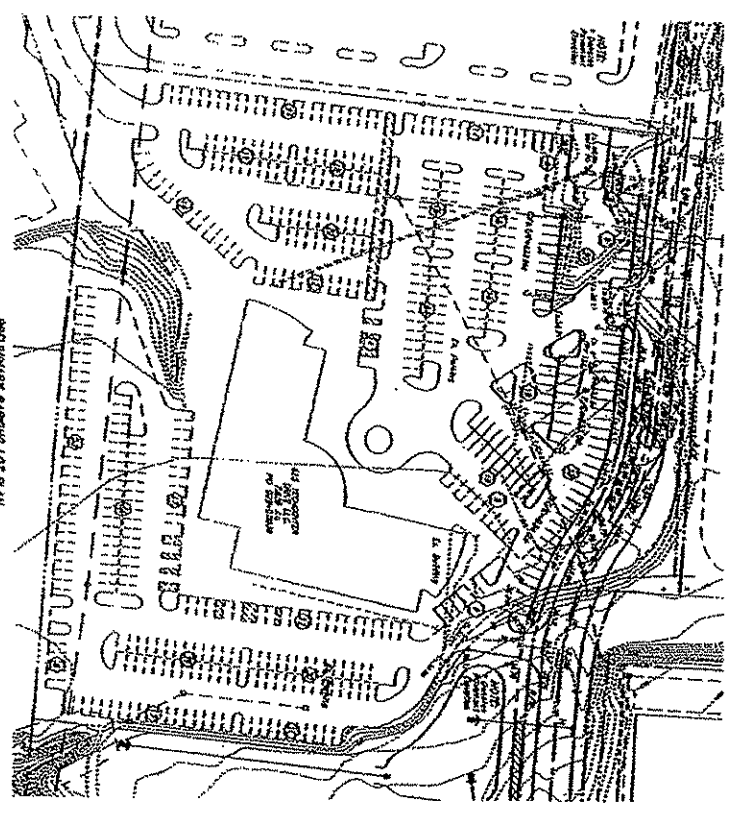
ADVANCED CIVIL DESIGN, INC.



John C. Dodgion, P.S. 8069

10/17/2007

15.
3-29-08
r1



PROPOSED PLAN

885 RECHOWEN DRIVE

CONSTRUCTION LIST

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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16-3-28-08
1/1

To: Todd A. Ernsberger
From: Karl Wetherholt
Date: March 6, 2008
Re: Counter Offer -- 825 Tech Center Drive Property

Joe Gatto will be making the formal reply to your counter offer. I am sending you this memo as a supplement to answer several concerns you may have that are listed in your counter under additional requirements.

Additional requirements:

- a) The parking lot as designed meets all zoning requirements. The sign is considered as a prior nonconforming if the relocation is required by a road widening project. No variance is required if it is relocated concurrently with the road project.
- b) The portion of cul-de-sac bulb required for parking lot reconfiguration will be transferred by warranty deed if the settlement is reached.
- c) The swap land will be transferred by warranty deed if a settlement is reached. Value Recovery owns the land and has certain accounting requirements imposed on them. To satisfy the requirements of Value Recovery we will need a statement that the parking lot reconfiguration without this land would result in lost spaces which would result in a loss to 825 Tech Center which would require more compensation. (The value of the swap land is about \$9,000)
- d) The legal description for the swap lands have already been prepared.
- e) We will provide a phase one environmental on the swap lands to facilitate a settlement.
- f) We will provide the title insurance on the swap land if it facilitates a settlement.
- g) The second curb cut is approved as a part of the parking lot plan approval.
- h) Although I cannot foresee this being an issue the city attorney has ruled that the City cannot make a commitment with no time limitation.
- i) This is vague- the Gahanna Police department will enforce speed limits as it does on all streets. They will respond to complaints in this area and take appropriate measures.
- j) The City is required to maintain access to the property. Savko will be coordinating this.
- k) COTA and the City want to maintain this bus route. The City will work with COTA to this end.
- l) The City Attorney says that this is illegal. Note that the existing tax abatement for 825 Tech Center is a much better abatement than the currently available tax abatements on new developments.

9-3-28-08
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