

ORDINANCE NO. 70 -05

By: Richard F. Weber

AN ORDINANCE TO APPROVE AND AUTHORIZE THE MAYOR AND THE CITY AUDITOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF BEXLEY AND BEXLEY GATEWAY PLAZA LTD., TO PROVIDE INCENTIVES AVAILABLE FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS IN THE MAIN STREET INCENTIVE DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Bexley, Ohio (the "City") by its Ordinance No. 91-04, adopted January 25, 2005 designated an area of the City as an "incentive district" as defined in Ohio Revised Code ("R.C.") Section 5709.40, the boundaries of which "incentive district" are fully described in Exhibit A; and

WHEREAS, Bexley Gateway Plaza Ltd. (the "Developer") has acquired fee simple title to the real property depicted on Exhibit B (the "Property"), and intends to construct or cause to be constructed on property located at the northeast corner of Parkview Avenue and Main Street an approximately 134,093 square feet, three to five-story mixed-use development consisting of up to thirty-one (31) condominium dwelling units, three (3) condominium town homes, street level commercial retail and professional offices (the "Project") as described in Exhibit C; and

WHEREAS, the development of the Project will necessitate and will be enhanced by the construction of certain public infrastructure improvements (the "Public Infrastructure Improvements") described in Exhibit D; and

WHEREAS, a Community Reinvestment Area Agreement (the "CRA Agreement"), a copy of which is attached hereto as Exhibit E, was entered into between the City and the Developer on December 14, 2004, which grants a 15 year, 50% real property tax exemption on the specified percentage of assessed valuation in excess of the Minimum Fully Taxable Value (as defined in the CRA Agreement); and

WHEREAS, it has been proposed that the City and the Developer enter into an Infrastructure Agreement (the "Agreement") substantially in the form attached hereto as Exhibit F to provide for annual reimbursements to the Developer for the costs associated with the completed Public Infrastructure Improvements, as those costs are limited in Exhibit D, only so long as the Developer is in compliance with the Agreement; and

WHEREAS, the City desires to pursue all reasonable and legitimate incentives measures to enable the Public Infrastructure Improvements to be constructed and recognizes that construction of the Public Infrastructure Improvements can be cost-effectively managed by the Developer during the Project; and

WHEREAS, the City desires to provide the Developer with incentives for construction of the Public Infrastructure Improvements consistent with the terms of R.C. Section 5709.40 et al.; and

WHEREAS, annual reimbursements for the costs associated with the completed Public Infrastructure Improvements will be made to the Developer solely from service payments received by the City pursuant to R.C. Section 5709.42 and deposited into the municipal public improvement tax increment equivalent fund (the "TIF Fund");

NOW, THEREFORE, BE ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That in consideration of the mutual covenants set forth in the Agreement substantially in the form attached hereto and made a part hereof, including but not limited to the annual reimbursements by the City to the Developer for the costs associated with the completed Public Infrastructure Improvement as provided therein, the Agreement hereby is approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to the City, and the Mayor and the City Auditor hereby are authorized to execute the Agreement and directed to take any further actions, and execute and deliver any further agreements, certificates or documents necessary to accomplish the granting of the annual reimbursements described in said Agreement, provided further that the approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof.

Section 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any decision making bodies of the City of Bexley which resulted in such formal actions were in meetings open to the public or in compliance with all legal requirements of the City of Bexley, Franklin County, Ohio.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, and shall take effect upon its passage and approval by the Mayor.

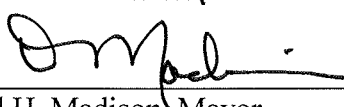
Passed: _____, 2005

President of Council

Attest:

Clerk of Council

6/28/05 First Reading
7/12/05 Second Reading

Approved: 7/18, 2005


David H. Madison, Mayor

EXHIBIT A

INCENTIVE DISTRICT

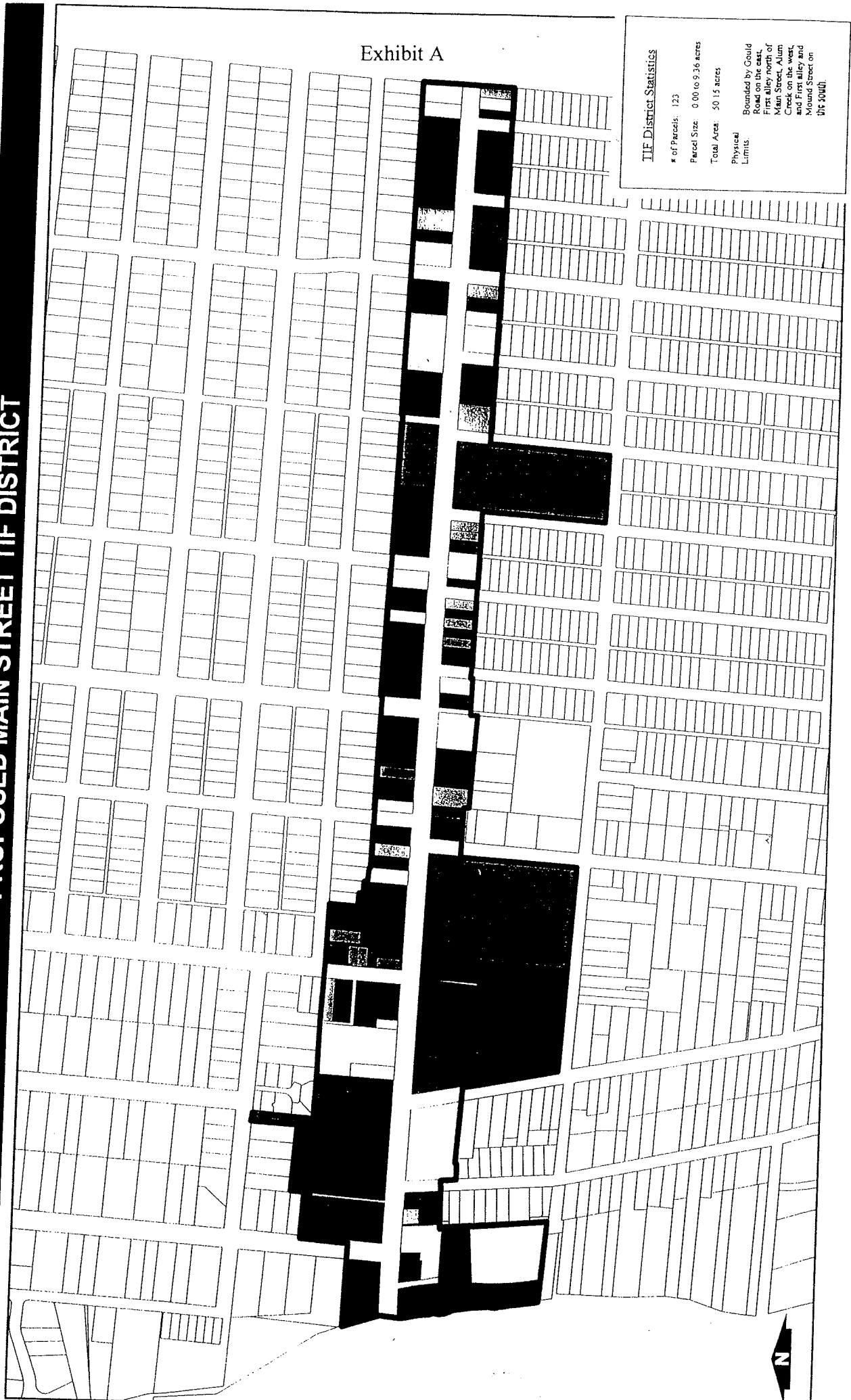
Verbal Boundary Description

1 Beginning for reference at the intersection of E. Main Street with the centerline of Alum Creek
2 also being the Bexley corporation line, said point being the true point of beginning for this
3 description; then south with the corporation line to south property line of tax parcel 1482; then
4 following south property lines of tax parcel 1482 and 1506 east to the east property line of tax
5 parcel 1506; then north along east property lines of tax parcel 1506, 1044 and 933 to south
6 property line of tax parcel 3482; then east along south property line of tax parcel 3482 to
7 centerline of Sheridan; then south with centerline of S. Sheridan Avenue to where roadway
8 intersects with south property line of tax parcel 169; then east along south property line of tax
9 parcel 169 to centerline of College; then south with centerline of S. College Avenue to centerline
10 intersection of Mound; then east with centerline of E. Mound Street to centerline intersection of
11 Pleasant Ridge; then north with centerline of S. Pleasant Ridge Avenue to where roadway
12 intersects with south property line of tax parcel 2177; then east along south property lines of tax
13 parcel 2177, 840, 2858, 856, 2086, 4488, 2025 and 2763 crossing Euclaire Avenue to where
14 roadway intersects with centerline of first alley south of E. Main Street abutting tax parcel 1274;
15 then east with centerline of alley crossing S. Cassingham Road to centerline of Montrose Avenue;
16 then south with centerline of Montrose Avenue to centerline of E. Mound Street; then east with
17 centerline of E. Mound Street to centerline of S. Remington Road; then north with centerline of S.
18 Remington Road to centerline of first alley south of E. Main Street abutting tax parcel 2252; then
19 east with centerline of alley crossing S. Vernon Road, S. Roosevelt Avenue, S. Grandon Avenue
20 and Chelsea Avenue to the Bexley corporation line; then north with the corporation line crossing
21 E. Main Street to north property line of tax parcel 3979; then west along north property lines of
22 tax parcel 3979, 3978, 3977, 3976, 3975, 3973, 4119, 188, 174, 162, 160 and 122 crossing S.
23 Roosevelt Avenue; then west along north property lines of tax parcel 84, 320 and 3509 crossing
24 S. Remington Road; then west with centerline of first alley north of E. Main Street crossing S.
25 Cassingham Road, S. Cassady Avenue and S. Dawson Avenue to where alley terminates at west
26 property line of tax parcel 3457 also being east property line of tax parcel 02; then following
27 north property lines of tax parcel 02, 79 and 175 turning north then west to east property line of
28 tax parcel 3483; then west along north property lines of tax parcel 3483, 4342 and 123 to
29 centerline of S. Drexel Avenue turning south then west to where roadway intersects with north
30 property line of tax parcel 572; then west along north property lines of tax parcel 572, 4381,
31 1825, 1985 and 3002 to east property line of tax parcel 350; then following along east property
32 line of tax parcel 350 north turning west then south and west along north property lines of tax
33 parcel 350 and 836 to west property line of tax parcel 836; then south along west property line of
34 tax parcel 836 to north property line of tax parcel 216; then west along north property line of tax
35 parcel 216 to centerline of S. Parkview Avenue; then south with centerline of S. Parkview
36 Avenue to where roadway intersects with north property line of tax parcel 1882; then west along
37 north property line of tax parcel 1882 to centerline of Alum Creek; then south with centerline of
38 Alum Creek also being the Bexley corporation line to centerline intersection with E. Main Street,
39 also being the point of beginning.

All references to tax parcels are those in the City of Bexley/Bexley City School District (tax district no. 020) and those recorded on the real estate tax maps of the Franklin County Auditor's office. The Main Street Tax Increment Finance District shall include all splits and combinations of tax parcels within the above-described area.

PROPOSED MAIN STREET TIF DISTRICT

Exhibit A



TIF District Statistics

of Parcels: 123

Parcel Size: 0.00 to 9.36 acres

Total Area: 50.15 acres

Physical Limits

Bounded by Gould Road on the east, First alley north of Main Street, Alum Creek on the west, and First alley and Round Street on the south.



EXHIBIT A

Property Inventory

The area included within the verbal description is comprised of the following land parcels:

Street Number	Parcel Number
Main St E Bexley 43	020-001856
Main St E Bexley 43	020-002873
Main St E Bexley 43	020-003977
621 S Cassingham Rd	020-000561
565 S Dawson Ave #6	020-003056
525 S Drexel Ave	020-000572
524-534 S Drexel Ave	020-000123
529 S Drexel Ave	020-000574
540 S Drexel Ave	020-001050
542-550 S Drexel Ave	020-000105
622-624 Euclaire Ave	020-001274
Main St Bexley 4320	020-002025
Main St Bexley 4320	020-002763
Main St E Bexley 43	020-000079
Main St E Bexley 43	020-000125
2314 E Main St	020-003483
2314 E Main St	020-004342
Main St E Bexley 43	020-000175
Main St E Bexley 43	020-000188
Main St E Bexley 43	020-000217
Main St E Bexley 43	020-000380
Main St E Bexley 43	020-000405
Main St E Bexley 43	020-000790
Main St E Bexley 43	020-000932
Main St E Bexley 43	020-001516
Main St E Bexley 43	020-001520
Main St E Bexley 43	020-001522
Main St E Bexley 43	020-001536

Street Number	Parcel Number
Main St E Bexley 43	020-001985
Main St E Bexley 43	020-001991
Main St E Bexley 43	020-002923
Main St E Bexley 43	020-003002
Main St E Bexley 43	020-004197
2106 E Main St	020-001882
2111 E Main St	020-000933
2143 E Main St	020-002856
2153 E Main St	020-003769
2154 E Main St	020-002746
2160 E Main St #18	020-000350
2199 E Main St	020-000169
2199 E Main St	020-000575
2199 E Main St	020-001373
2199 E Main St	020-004490
2212 E Main St #24	020-001825
2242 E Main St	020-004381
2248 E Main St	020-000570
2254 E Main St #27	020-000571
2282 E Main St #28	020-000173
2284 E Main St #29	020-000124
2314 E Main St	020-000002
2338 E Main St	020-000086
2344 E Main St	020-003457
2352 E Main St #35	020-003746
2353 E Main St #35	020-002177
2369 E Main St	020-000840
2372 E Main St	020-001538
2375 E Main St	020-002858
2376 E Main St #39	020-001537
2383 E Main St	020-000856
2387 E Main St	020-002086
2394 E Main St #40	020-001534

Street Number	Parcel Number
2406 E Main St #40	020-001533
2411 E Main St	020-004488
2412 E Main St #41	020-000073
2440 E Main St	020-001531
2450 E Main St	020-001530
2455 E Main St	020-001375
2461 E Main St #46	020-002066
2468 E Main St #47	020-003705
2469 E Main St	020-003023
2475 E Main St	020-000601
2476 E Main St #48	020-001527
2479 E Main St	020-000602
2484 E Main St	020-001524
2497 E Main St #49	020-000603
2500 E Main St	020-001523
2501 E Main St #51	020-000604
2513 E Main St	020-000607
2525 E Main St	020-002208
2527 E Main St #52	020-004629
2532 E Main St	020-001519
2540 E Main St	020-001518
2550 E Main St	020-001517
2555 E Main St	020-002446
2570 E Main St	020-001580
2585 E Main St	020-002252
2594 E Main St	020-003509
2599 E Main St	020-002443
2600 E Main St	020-000320
2607 E Main St	020-002444
2615 E Main St	020-003082
2631 E Main St	020-003083

Street Number	Parcel Number
2643 E Main St	020-003085
2651 E Main St	020-003086
2651 E Main St	020-003087
2656 E Main St	020-000084
2677 E Main St #68	020-002920
2680 E Main St	020-000122
2690 E Main St	020-000160
2691 E Main St	020-002011
2699 E Main St	020-002921
2700 E Main St	020-000162
2706 E Main St #71	020-000174
2715 E Main St	020-002059
2719 E Main St	020-002922
2728 E Main St	020-004119
2729 E Main St #73	020-001938
2734 E Main St #73	020-003973
2740 E Main St	020-003975
2740 E Main St	020-003976
2741 E Main St	020-002925
2761 E Main St	020-001855
2767 E Main St	020-002820
2770 E Main St	020-003978
2774 E Main St #77	020-003979
635 Montrose Ave	020-001981
Park Dr Bexley 4320	020-001482
572-578 Park Dr	020-001044
592-598 Park Dr	020-001506
492 S Parkview Ave	020-000216
502 S Parkview Ave	020-001820
508 S Parkview Ave	020-000260
Parkview R Ave #R	020-000836
565-571 Sheridan Ave	020-003482

EXHIBIT A

All references to tax parcels are those in the City of Bexley/Bexley City School District (tax district no. 020) and those recorded on the real estate tax maps of the Franklin County Auditor's office.

The Main Street Tax Increment Finance District shall include all splits and combinations of tax parcels as referenced above. The City of Bexley makes no representations or warranties as to the accuracy or completeness of the information compiled.

Eligible Public Improvements

The public improvements of the incentive district include the following:

Streetscape and other improvements including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing public roads, storm sewers, sanitary sewers, water mains, sidewalks, driveway approaches and aprons, public parking spaces and structures, electrical lighting, removal and placement of overhead utilities underground, installation of the desired conduit, environmental remediation, land acquisition, demolition, traffic control devices, including traffic lights, signs and other markings, installing public benches, seating areas and trash receptacles, planting trees, shrubbery and other landscaping materials, together with all other necessary and appropriate appurtenances.

EXHIBIT B

PROPERTY

Legal Description

Lot 3-4 & PT AL VAC VS Julian Sub, Lot 5 Julian Sub 1-2, All Lot 6 PTS 5 & 7 Julian Sub, VS Julians 7-8 27.5 FT NS 7 & 22.5 FT SS 8, Powells 3 Julians Sub 8 (See Attached).

Parcel Numbers

PID 020-000380, 020-002746, 020-000260, 020-004729, 020-001820, 020-000216

Also known as: 2154 E. Main St., 508 S. Parkview Ave., 502 S. Parkview Ave., 492 S. Parkview Ave., Bexley, Ohio 43209

Narrative of Location of Property

1.567 +/- acres situated at the northeast intersection of S. Parkview Avenue and East Main Street.

December 7, 2004

1.567 ACRES

Situated in the State of Ohio, County of Franklin, City of Bexley, being all of Julian's Subdivision, as same is delineated upon the recorded plat thereof, of record in Plat Book 5, Page 185, Recorder's Office, Franklin County, Ohio, part of Lot 3 of Eugene Powell's Subdivision of Lots Nos. 52, 53, and 54 of Rownd and Knauss' Park View Subdivision, as same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 239, said Recorder's Office, and all of the 0.109 Acre tract conveyed to Bexley Gateway Plaza Ltd. by Instrument No. 200411180264672, said Recorder's Office, and being more particularly described as follows:

Beginning at a MAG nail set at the Southwest corner of said Lot 1 of Julian's Subdivision, being the intersection of the north line of East Main Street (80 feet wide) with the east line of South Parkview Avenue (80 feet wide);

Thence, along the west line of said Julian's Subdivision, part of the west line of Lot 3 of said Eugene Powell's Subdivision, and the east line of said South Parkview Avenue, North $01^{\circ} 48' 38''$ East, 362.69 feet to a found 1 inch iron pipe;

Thence, across said Lot 3, South $88^{\circ} 54' 44''$ East 189.72 feet to a set iron pipe at the northeast corner of said 0.109 acre tract (passing found iron pipes at 169.93 feet and 181.72 feet, respectively);

Thence, along the east line of said 0.109 Acre tract, South $01^{\circ} 48' 44''$ West, 356.69 feet to an iron pipe set at the intersection of said line with the north line of said East Main Street, at the southeast corner of said 0.109 Acre tract;

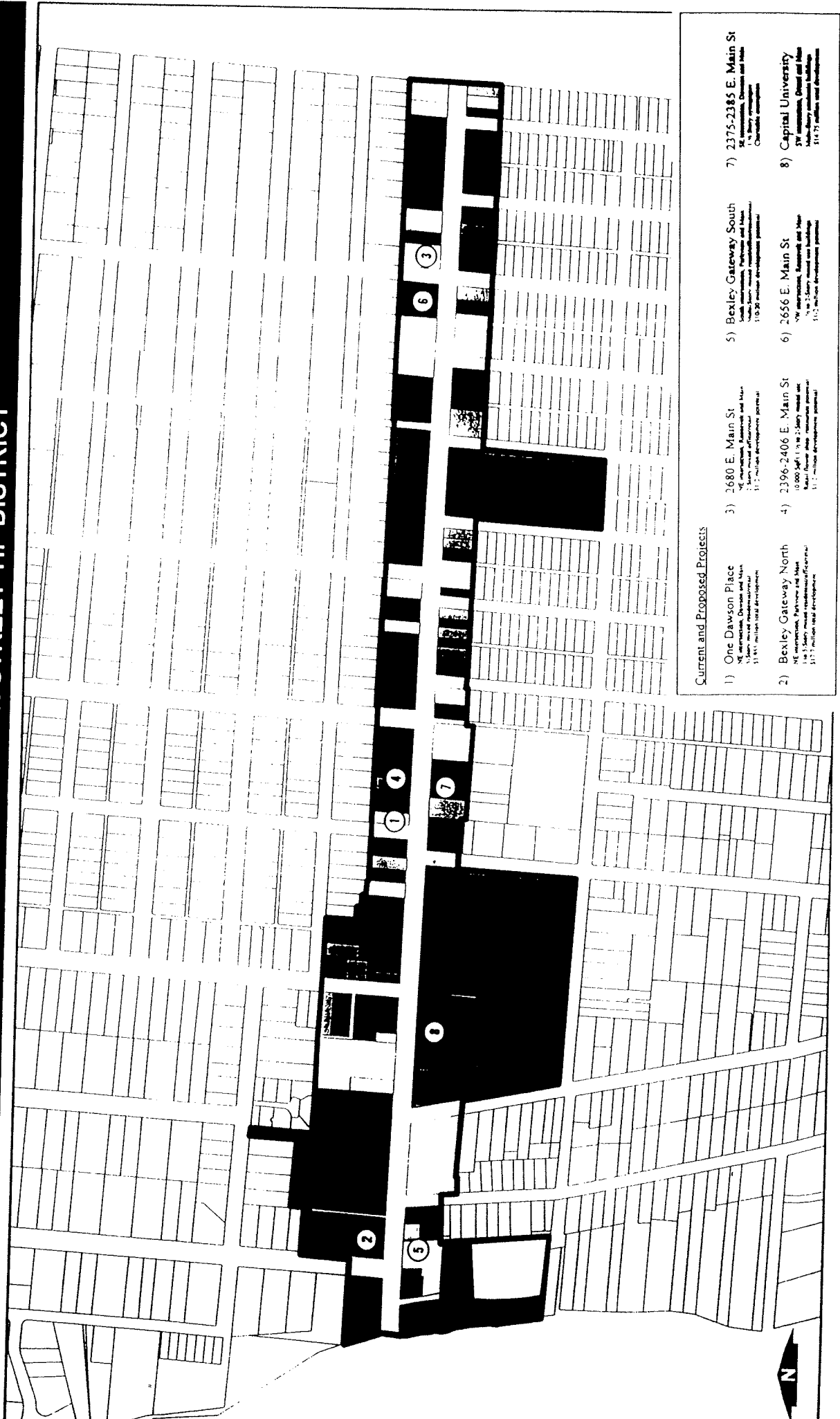
Thence, along the south line of said 0.109 tract, south line of said Julian's Subdivision and the north line of said East Main Street, WEST, 189.80 feet to the place of beginning **CONTAINING 1.567 ACRES** (passing a found pinchtap iron pin at 8.01 feet, MAG nail at 13.91 and a 1" iron pin at 19.80 feet, respectively) subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in December 2003. Iron pipes set are 30"x1" (O.D.) with orange plastic caps inscribed "P.S. 6579". Bearings are based on the north line of East Main Street held as **WEST**.

MYERS SURVEYING COMPANY, INC.

Matthew D. Farley, P.S. #7566.

PROPOSED MAIN STREET TIF DISTRICT



Current and Proposed Projects

- | | | | |
|--|---|---|---|
| <p>1) One Dawson Place
NE intersection, Division and Main
1.5-acre mixed residential
\$1.4 million total development</p> | <p>3) 2680 E. Main St.
NE intersection, Main and Main
1.5-acre mixed residential
\$1.7 million development project</p> | <p>5) Bexley Gateway South
South intersection, Parkview and Main
1.5-acre mixed residential
1.0-3.0 million development project</p> | <p>7) 2375-2385 E. Main St
SE intersection, Division and Main
1.5-acre mixed residential
Charitable organization</p> |
| <p>2) Bexley Gateway North
NE intersection, Parkview and Main
1.5-acre mixed residential
\$1.7 million total development</p> | <p>4) 2396-2406 E. Main St
E intersection, Main and Main
1.5-acre mixed residential
Retail/office use
\$1.7 million development project</p> | <p>6) 2656 E. Main St.
NE intersection, Main and Main
1.5-acre mixed residential
\$1.7 million development project</p> | <p>8) Capital University
SW intersection, Grand and Main
1.5-acre mixed residential
\$1.7 million total development</p> |



EXHIBIT C

PROJECT

Description

The developer (Bexley Gateway Plaza Ltd) plans to redevelop the 1.567+/- acre site with an approximately 134,093 square feet, 3 to 5-story mixed retail/office/residential development. 110,537 square feet (76%) of the building area is dedicated to full-time residential uses consisting of up to thirty-four (31) condominium dwelling units ranging from \$260,000 to \$1-million, resident parking and lobbies in a new 5-story structure and three (3) town homes, all fronting S. Parkview. The remaining 23,556 square feet (24%) is provided for commercial uses all fronting E. Main Street. 7,852 square feet of street level retail space will be created. As much as 15,704 square feet of professional office space will be stacked on top of retail development. The subject property is zoned Mixed Use Commercial (MUC) and located within the coterminous boundaries of the established Main Street Redevelopment, Community Reinvestment Area (CRA) and Tax Increment Finance (TIF) districts.

Capital Investment

Land/Building Acquisition	\$ 1,700,000
Construction of New Building	<u>\$16,000,000</u>
Total	\$17,700,000

TIF Potential of New Construction

Reimbursement payments to the Developer for completed Public Infrastructure Improvements shall be paid solely from the TIF revenues. Each annual reimbursement payment shall be the lesser of (i) 50% of the costs of the Public Infrastructure Improvements, and (ii) 90% of the TIF revenues in that year that are attributable to the Project and that are not distributed to the Bexley City School District in accordance with Ohio Revised Code Section 5709.43(C).

The amount of incremental increases in taxable value from the Project is estimated to generate annual tax increment revenues within 13-years after Project completion to satisfactorily “rebate” the Developer for constructing and dedicating all the necessary and appropriate Public Infrastructure Improvements.



E. MAIN STREET AT PARKVIEW AVENUE

Bexley Gateway North - Mixed Retail/Office/Residential Development Project, 2154 East Main Street and 508, 502, 492 S. Parkview Avenue

TIF Potential of New Construction

Assumptions: Real property tax on project build-out valued at: **\$ 16,000,000**
 CRA tax abatement on real property (building only) improvements.
 Construction starts in 1 and completed year ending 2.
 100% TIF beginning in 1, for 30-years, through 2034.

Year	Land Present Value (A)	Land Purchase Price (B)	Land Value Added (B - A)	Building Construction Value (C)	Appraised Value (B - A + C)	Assessed Value (35% of appraised)	Franklin County	Bexley Schools	City	Total Property Tax Revenue	Tax Abatement Rate	Tax Abatement Value *	TIF Revenue (100%) **	Developer "Rebate" 90%
							9.935897	59.001120	4.229761	73.166778				
							13.444070	79.833280	5.723207	99.000557				
1	\$668,900	\$1,700,000	\$1,031,100	\$ -	\$ 1,031,100	\$ 360,885	\$ 3,501	\$ 20,787	\$ 1,490	\$ 25,778	0%	\$ -	\$ 25,778	\$ 4,491.75
2	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
3	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
4	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
5	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
6	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
7	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
8	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
9	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
10	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
11	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
12	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
13	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
14	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
15	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
16	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
17	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
18	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
19	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
20	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
21	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
22	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
23	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
24	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
25	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
26	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
27	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
28	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
29	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31
30	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	\$ 26,891.31

\$ 480,171.00

TIF Potential [Non-School Millage Less Tax Abatement]:

	County	Schools	City	Total
100% , 5 years	\$ 130,686		\$ 55,634	\$ 186,319
100% , 10 years	\$ 289,667		\$ 123,313	\$ 412,980
100% , 15 years	\$ 448,649		\$ 190,992	\$ 639,640
100% , 20 years	\$ 711,729		\$ 302,987	\$ 1,014,715
100% , 25 years	\$ 1,000,834		\$ 426,060	\$ 1,426,894
100% , 30 years	\$ 1,289,939		\$ 549,133	\$ 1,839,073

% Share of TIF: County 70.14%, Schools 29.86%, City 100.00%

The property tax rates are for Franklin County Tax District 020 (City of Bexley/Bexley City School District), 2004 rates for 2005. Rollback of 10% has been deducted. Note that the State refunds the rollback to local taxing entities thus the tax estimates here understate tax revenues. This 90% approach is the most conservative analysis.

Note: *76% of the project is dedicated to (and taxed as) residential uses. The remaining 24% is provided for (and taxed as) commercial uses.
 **TIF Revenue (aka "non-abated" real property taxes) = Total Property Tax Revenue - Tax Abatement Value.
 ***Each annual reimbursement payment shall be the lesser of (i) 50% of the costs of the Public Infrastructure Improvements, and (ii) 90% of the TIF Revenue in that year that is attributable to the Project and that is not distributed to the School District in accordance with ORC 5709.43(C).

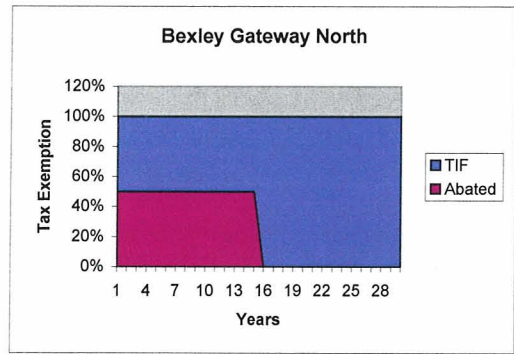


EXHIBIT D

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The pages that follow include detailed plans and specifications for the Public Infrastructure Improvements that will benefit the Property.

A certified engineer's estimate of construction cost is included for a total estimated cost of \$480,171.00 for the Public Infrastructure Improvements to be completed by the Developer pursuant to this Agreement.

The cost of the Public Infrastructure Improvements to be reimbursed to the Developer under this Agreement shall not exceed the estimated cost by any more than ten percent (10%), for a maximum amount of \$528,188.00.

BEXLEY GATEWAY

Site Improvements - NE Corner Parkview & Main
City of Bexley, Ohio

CONSTRUCTION COST ESTIMATE

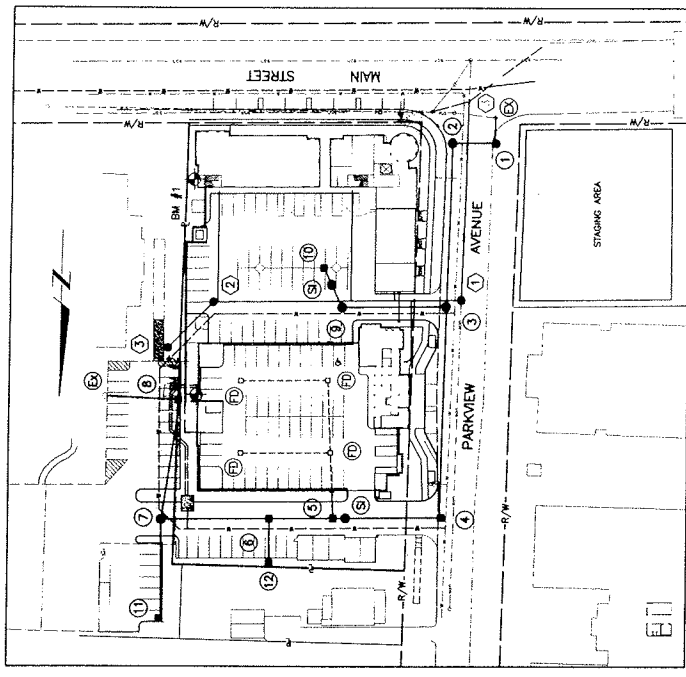
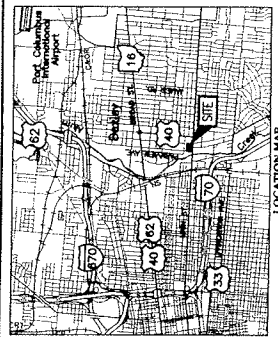
Item	Unit	Quantity	Description	Unit Price	Cost
202	L.F.	107	Curb and Gutter Removed	\$10	\$1,070
202	S.F.	4295	Sidewalk Removed	\$1	\$4,295
202	S.F.	6012	Pavement Removed	\$6	\$36,072
202	S.F.	813	Concrete Pavement Removed	\$10	\$8,130
252	S.Y.	91	Permanent Pavement Replacement, Type V - (Bus Pad)	\$40	\$3,640
252	S.F.	7947	Brick Paver Pavement	\$12	\$95,364
252	S.F.	782	Stamped Concrete Drive Apron	\$10	\$7,820
305	S.Y.	932	8" Portland Cement Concrete Base - Arterial	\$40	\$37,280
306	S.Y.	593	4" Portland Cement Concrete Base	\$20	\$11,860
604	EA.	5	Manhole Adjusted to Grade	\$500	\$2,500
608	S.F.	2451	Concrete Walk	\$5	\$12,255
608	EA.	12	Curb Ramps	\$2,000	\$24,000
609	L.F.	233	Combination Curb & Gutter, As Per Plan	\$18	\$4,194
609	S.F.	5340	Brick Paver Walk	\$11	\$58,740
807	EA.	5	Valve Boxes Adjusted to Grade	\$150	\$750
809	EA.	1	Fire Hydrant, Relocated	\$2,500	\$2,500
SP	Lump	Sum	Signal Modification	\$17,000	\$17,000
SP	Lump	Sum	Traffic Control	\$15,000	\$15,000
SP	EA.	9	Street Tree Planter	\$1,200	\$10,800
SP	EA.	9	Street Tree	\$500	\$4,500
SP	L.F.	63	Brick Wall	\$300	\$18,900
SP	Lump	Sum	Landscape Architectural Plan Preparation	\$22,000	\$22,000
SP	Lump	Sum	Contingency (15%)		\$56,501
SP	Lump	Sum	Engineering Plan Preparation		\$25,000
				TOTAL	\$480,171

** Estimate was developed based on a conceptual layout developed by Architectural Alliance in cooperation with E.P. Ferris & Associates. Detail plans have not been developed to support this estimate.



Private Site Improvement Plan BEXLEY GATEWAY

City of Bexley
Franklin County, Ohio
2005



INDEX MAP
1" = 50'

- 1 TITLE SHEET
- 2 GENERAL NOTES
- 3 GRADING & UTILITY
- 4 STORM SEWER PROFILES
- 5 SANITARY SEWER PROFILES
- 6 DETAILS
- 7

BENCH MARKS
-NGVD 1928 Datum
BM NO. 1
MAG Nail set in N side of pole on N side of Main St.
225± E of Parkview Ave.
BM NO. 2
MAG Nail set in W side of pole 225± E of Parkview Ave.
and 210± N of Main St.

Rev. No.	Date	Description	Approved By

REVISIONS

By: *[Signature]*
Edward P. Ferraris, P.E., P.S.
Registered Engineer No. 33044
Date: 4-26-05

GENERAL NOTES:

Specifications: The latest edition (2003) of the City of Columbus Construction and Material Specifications (CMS), together with the requirements of the contract and general conditions and supplements thereto, in force on date of the contract shall govern all methods and materials to be used in the work. The contract shall also include the following specifications, or by the contractor.

Additional Conditions: The contractor shall furnish all labor, materials, tools, equipment, services, and material necessary for a complete project as shown and described by the plans and specifications. The price for items of work or materials shown on the plans or provided for in the specifications shall be as shown on the price schedule. Submission of a bid shall be considered an agreement by the contractor to comply with the plans and specifications, or special provisions.

Permits: The contractor shall obtain all necessary permits and licenses needed for construction of this project.

Safety Requirements: The Contractor and Subcontractor shall be solely responsible for complying with all applicable Federal, State, and Local safety requirements. Together with exercising precautions of all safety requirements, the contractor shall be responsible for the safety of all workers and the responsibility of the Contractor to initiate, maintain and terminate all safety requirements.

OSHA Notification: The Contractor shall notify the City of Columbus in writing of any OSHA violations on the job site. The Contractor shall also notify the City of Columbus in writing of any OSHA violations on the job site. The Contractor shall also notify the City of Columbus in writing of any OSHA violations on the job site.

City of Columbus
2242 E. Main Street
Columbus, OH 43212
Phone: 614-233-4894

Comde Mena
530 West Ohio Street
Columbus, OH 43204-4829
(614) 552-1183

Time Warner Cable
1266 Dublin Road
Columbus, OH 43216
(614) 481-5394

City of Bexley
416 West Main Street
Bexley, OH 43001
Phone: 614-233-4894

American Electric Power
150 E. Gay Street, Room 6C
Columbus, OH 43215
(614) 863-8811

Weight Communications
3770 E. Livingston Avenue
Columbus, OH 43227
(614) 234-1622

The identity and location of existing underground utility facilities known to be in the construction area shall be shown on the plans. The contractor shall be responsible for verifying the location and depth of the underground facilities whether shown on the plans or not. If the contractor is unable to verify the location and depth of the underground facilities, the contractor shall be responsible for reporting the same and for any resulting contingencies.

Support, protection and relocation of all existing utilities and appurtenances shall be the responsibility of the Contractor. The cost of this work shall be included in the price bid for the various items.

The Contractor shall ensure any existing underground utility or structures (private or public) are protected and supported during the construction. The contractor shall be responsible for providing the necessary support and protection for the existing utilities and structures. The contractor shall be responsible for providing the necessary support and protection for the existing utilities and structures.

Method of Work: All items of work called for on the plans for which no specific method of construction is provided shall be performed by the Contractor and the cost of same shall be included in the price for the various related items.

Method of Payment: The contractor shall furnish all labor, materials, tools, equipment, services, and material necessary for a complete project as shown and described by the plans and specifications. The price for items of work or materials shown on the plans or provided for in the specifications shall be as shown on the price schedule. Submission of a bid shall be considered an agreement by the contractor to comply with the plans and specifications, or special provisions.

Sanitary Facilities: The Contractor shall furnish and maintain sanitary conveniences for the workers and inspectors for the duration of the work.

UNDERGROUND UTILITIES
CALL 1-800-362-2746 (TOLL FREE)
OR 614-233-4894
MUST BE CALLED DIRECTLY.

NOTE
ALL EXISTING UNDERGROUND UTILITIES, PROPERTY RIGHTS, AND INTERESTS ARE PROTECTED BY THIS SURVEYING.

PLANS PREPARED BY:
E. P. FERRARIS
ASSOCIATES
INC.
CONSULTING CIVIL ENGINEERS AND SURVEYORS
(614) 238-1999
1000 Columbus Ave., Columbus, OH 43215
Fax: (614) 299-7997

STATE OF OHIO
EDWARD P. FERRARIS
REGISTERED PROFESSIONAL ENGINEER

ESTIMATE OF QUANTITIES

ITEM	UNIT	QUANTITY	DESCRIPTION
201	UMP	5.00	CLEANING AND GRUBBING
202	UMP	5.00	STRUCTURES REMOVED
203	UMP	5.00	PAVEMENT REMOVED
204	UMP	5.00	LIGHT POLE REMOVED AND REINSTALLED TO GRADE
205	UMP	5.00	CONCRETE CURB AND GUTTER REMOVED, STORED, AND REUSED
206	UMP	5.00	EMPAVING
207	UMP	5.00	FLYER BRACKETS
208	UMP	5.00	STANDARD CONSTRUCTION ENTRANCE
209	UMP	5.00	REINFORCED CONCRETE
210	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 1
211	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 2
212	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 3
213	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 4
214	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 5
215	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 6
216	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 7
217	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 8
218	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 9
219	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 10
220	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 11
221	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 12
222	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 13
223	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 14
224	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 15
225	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 16
226	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 17
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307	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 98
308	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 99
309	UMP	5.00	ASPHALT PAVEMENT REPAIRMENT TYPE 100

NOTE: THE QUANTITIES ARE ONLY ESTIMATES AND ARE SUBJECT TO CHANGE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING THE REQUIRED QUANTITIES NECESSARY FOR THE COMPLETION OF THE WORK.

STANDARD CONSTRUCTION DRAWINGS

CITY OF BOLEY	CITY OF COLUMBUS	CITY OF GRANVILLE	CITY OF HAVENHURST	CITY OF WESTWOOD
BE2-02	04-20-02	04-20-02	04-20-02	04-20-02
BE2-03	02-20-03	02-20-03	02-20-03	02-20-03
BE2-04	02-20-03	02-20-03	02-20-03	02-20-03
BE2-05	02-20-03	02-20-03	02-20-03	02-20-03
BE2-06	02-20-03	02-20-03	02-20-03	02-20-03
BE2-07	02-20-03	02-20-03	02-20-03	02-20-03
BE2-08	02-20-03	02-20-03	02-20-03	02-20-03
BE2-09	02-20-03	02-20-03	02-20-03	02-20-03
BE2-10	02-20-03	02-20-03	02-20-03	02-20-03
BE2-11	02-20-03	02-20-03	02-20-03	02-20-03
BE2-12	02-20-03	02-20-03	02-20-03	02-20-03
BE2-13	02-20-03	02-20-03	02-20-03	02-20-03
BE2-14	02-20-03	02-20-03	02-20-03	02-20-03
BE2-15	02-20-03	02-20-03	02-20-03	02-20-03
BE2-16	02-20-03	02-20-03	02-20-03	02-20-03
BE2-17	02-20-03	02-20-03	02-20-03	02-20-03
BE2-18	02-20-03	02-20-03	02-20-03	02-20-03
BE2-19	02-20-03	02-20-03	02-20-03	02-20-03
BE2-20	02-20-03	02-20-03	02-20-03	02-20-03
BE2-21	02-20-03	02-20-03	02-20-03	02-20-03
BE2-22	02-20-03	02-20-03	02-20-03	02-20-03
BE2-23	02-20-03	02-20-03	02-20-03	02-20-03
BE2-24	02-20-03	02-20-03	02-20-03	02-20-03
BE2-25	02-20-03	02-20-03	02-20-03	02-20-03
BE2-26	02-20-03	02-20-03	02-20-03	02-20-03
BE2-27	02-20-03	02-20-03	02-20-03	02-20-03
BE2-28	02-20-03	02-20-03	02-20-03	02-20-03
BE2-29	02-20-03	02-20-03	02-20-03	02-20-03
BE2-30	02-20-03	02-20-03	02-20-03	02-20-03
BE2-31	02-20-03	02-20-03	02-20-03	02-20-03
BE2-32	02-20-03	02-20-03	02-20-03	02-20-03
BE2-33	02-20-03	02-20-03	02-20-03	02-20-03
BE2-34	02-20-03	02-20-03	02-20-03	02-20-03
BE2-35	02-20-03	02-20-03	02-20-03	02-20-03
BE2-36	02-20-03	02-20-03	02-20-03	02-20-03
BE2-37	02-20-03	02-20-03	02-20-03	02-20-03
BE2-38	02-20-03	02-20-03	02-20-03	02-20-03
BE2-39	02-20-03	02-20-03	02-20-03	02-20-03
BE2-40	02-20-03	02-20-03	02-20-03	02-20-03
BE2-41	02-20-03	02-20-03	02-20-03	02-20-03
BE2-42	02-20-03	02-20-03	02-20-03	02-20-03
BE2-43	02-20-03	02-20-03	02-20-03	02-20-03
BE2-44	02-20-03	02-20-03	02-20-03	02-20-03
BE2-45	02-20-03	02-20-03	02-20-03	02-20-03
BE2-46	02-20-03	02-20-03	02-20-03	02-20-03
BE2-47	02-20-03	02-20-03	02-20-03	02-20-03
BE2-48	02-20-03	02-20-03	02-20-03	02-20-03
BE2-49	02-20-03	02-20-03	02-20-03	02-20-03
BE2-50	02-20-03	02-20-03	02-20-03	02-20-03
BE2-51	02-20-03	02-20-03	02-20-03	02-20-03
BE2-52	02-20-03	02-20-03	02-20-03	02-20-03
BE2-53	02-20-03	02-20-03	02-20-03	02-20-03
BE2-54	02-20-03	02-20-03	02-20-03	02-20-03
BE2-55	02-20-03	02-20-03	02-20-03	02-20-03
BE2-56	02-20-03	02-20-03	02-20-03	02-20-03
BE2-57	02-20			

Manhole Steps: Manhole steps shall be reinforced polypropylene plastic per DOSD 530, Construction Drawing AX-5119. Payment for manhole steps shall be included in the unit price bid for CMSC Item 904, Manhole.

Definition Testing: All plastic sewer lines shall be deflection tested after installation, in accordance with the requirements of CMSC Item 801.21. Bypass pumping will be required if sewer is in service.

Acceptance Testing: Acceptance testing (manhole, air, infiltrator/exfiltrator) of all sanitary sewer shall require a 30-day waiting period from the date of final backfilling. This shall include all laterals installed as part of mainline construction. Testing shall conform to the requirements of CMSC Item 901.

Non-Performance: In the event that it becomes necessary for the City to perform work of an immediate nature (such as the placement of barricades or placement of signs or other warning or protective devices) required of the Contractor by this contract because of failure or refusal of the Contractor to perform such work, the Contractor shall reimburse the City at the rate of 2.5 times the cost of the work actually performed. If the Contractor refuses to perform or cause the performance of such work, the City shall be reimbursed by the Contractor in the amount provided herein by way of a deduction from the Contractor's net payment under the contract. Reasonable time for all streets covered on this contract is one (1) hour from the time of notification by the City.

Water Main Materials: All waterline materials and installations shall be in accordance with the current rules and regulations of the City of Columbus, Division of Water.

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CITY OF BECKLEY
Mason County, Ohio

BECKLEY GATEWAY NOTES
Private Site
Improvement Plan

ISSUED	DRAWN	CHECKED	M.I.S.	DATE	98802
MEF	COM				4-26-05

S. P. FERRIS AND ASSOCIATES, INC.
100 OLD MARSH COLUMBUS, OHIO 43217 (614) 233-9999 FAX (614) 294-1942

Stormwater Structures: Before any work is started on the project and again before final acceptance, the Contractor shall be responsible for making sure that all existing structures which are to remain in service and which may be affected by the work. The condition of the existing conduits and their appurtenances shall be determined from field observations. The Engineer will keep records of the inspection in writing.

All new conduits, inlets, catch basins, and manholes constructed or reconstructed as a part of the project shall be free of all foreign matter and in a clean condition before the project will be accepted by the Owner.

All existing manholes, catch basins, inlets, sewers, and appurtenances inspected initially by the above mentioned parties shall be maintained and left in a condition comparable to that determined by the original inspection. Any change in the condition resulting from the Contractor's operations shall be reported immediately to the satisfaction of the Engineer. The above is not applicable for structures to be abandoned or removed.

Debris, silt, etc. from the existing manholes and catch basins that have been affected by construction operations. The Contractor shall maintain service in existing sewers during construction. All existing cherted or uncherted storm sewer shall be protected during construction shall be connected into the new system. The cost of this work shall be included in the unit price bid for the proposed storm sewer.

Grade Changes: If it is determined that the elevation of the existing sewer, or in a change in the plan sewer slope, the Engineer shall determine the results of starting construction of any portion of the proposed sewer which will be affected by the variance in the existing elevations.

If it is determined that the proposed sewer will intersect an existing sewer or underground utility if constructed as shown on the plan, the Engineer will be notified before starting construction of any portion of the proposed sewer which would be affected by the interference with an existing facility.

Grades and elevations shown on the plans shall not be revised under any circumstances without first obtaining written approval from the Engineer. Inlet elevations shall not deviate from plan elevation by more than 0.05 foot. Existing manholes shall be maintained in accordance with the City standards. Failure to meet the above requirements is cause for rejection of the affected section of sewer.

Conflicts: In all conflicts in grade between the water mains and gravity sewers, the water main shall be lowered during construction.

All water lines shall be located at least 10 feet horizontally (unless shown otherwise) or at least 18 inches vertically from sewers, unless otherwise approved by the City.

Trenches: Excavating and backfilling for sewers shall comply with CMSC Item 901 unless otherwise specified. The Contractor shall excavate all material of whatever nature encountered, including rock, and remove excess material from the site. Final disposal and payment will be made for rock excavation. Blasting is not permitted.

Trench backfill shall be per CMSC Item 901.17, and as detailed herein.

All trenches within the road right-of-way shall be backfilled or securely planked during non-working hours.

The Contractor shall be responsible for the condition of the trenches for a period of one (1) year from the date of final inspection. The cost of this work shall be included under CMSC Item 901.

Replacement of Drain Tiles and Storm Sewers: All drain tile and storm sewer damaged, disturbed, or removed as a result of the Contractor's operations shall be replaced with the same quality pipe or better, maintaining the same gradient as existing, and connected to the public storm sewer system as directed by the City of Beckley and/or Engineer. Replaced drain tile shall be laid on compacted bedding and shall be installed in accordance with the City standards. The cost of bid for the various items.

End Treatment: Immediately after placement of any conduits, the Contractor shall install end treatment in accordance with the City standards. This shall include headwalls, concrete apron, rock channel protection, sodding, etc.

Permanent Pavement Replacement: Permanent replacement shall be conducted according to City of Beckley Standard Drawing BE-12 and CMSC Item 252. The replacement of driveways, sidewalks, bike paths, parking lot pavement, etc. shall be provided according to the approved construction drawings of the City of Beckley Standard Construction Drawings. The Contractor shall be responsible for the most nearly duplicate the pavement removed. In the event of a conflict between the type of replacement shown on the plans and that selected by the Engineer, the Engineer's selection shall govern at no additional cost to the Developer. The Contractor shall be responsible for permanent replacement beyond designated areas.

All existing pavement, walkways, curbs, etc. shall be saw cut in neat, straight to full depth of pavement before removal. If the pavement is damaged beyond the full depth saw cut during construction, the pavement shall be re-cut to neat lines. Payment for saw cutting shall be included under CMSC Item 901 and CMSC Item 801.

Temporary Pavement: The Contractor shall provide and maintain temporary pavement, per CMSC Item 253, in a condition acceptable to the Engineer until permanent pavement is installed. The Contractor shall be responsible for the permanent pavement is not maintained in an acceptable condition, the Engineer will take necessary steps to place it in a proper condition. The cost of such service will be deducted from any money, which may be due to the Contractor.

Curbs and Sidewalks: All curbs and sidewalks damaged or removed as a result of the Contractor's operations shall be replaced using the same type materials and of the same dimensions to the extent possible per City of Beckley Standard Drawings. Sidewalk shall be removed from existing joints and replace in accordance with Standard Drawing BE-02. Curb or curb and gutter will be replaced with Standard Drawing BE-02. Curbs and gutters shall be replaced in a manner that will not injure trees, trunks, branches, or their roots. If tree removal is required, the Contractor shall work with staff from the City of Beckley on all tree removals.

Maintaining Drains: The flow in all sewers, drains and watercourses encountered shall be maintained by the Contractor at this own expense, and whenever such watercourses and drains are disturbed or destroyed during the construction. The Contractor shall be responsible for the maintenance of the drains and expenses, unless specifically provided for in the contract. The Contractor shall measure and record the flow in all drains, and shall be responsible for the measure of and payment for such cost specific items, to a condition satisfactory to the Engineer.

Dewatering: Should water be encountered, the Contractor shall furnish and operate suitable pumping equipment of such capacity to adequately dewater the trench. The trench shall be sufficiently dewatered so that the placement of bedding and laying and joining of the pipe is made on firm, dry ground. All dewatering flows are to be settled in siltation basins or directed through filters exposed soils, stream banks, or any other sites where the flows could cause erosion.

Fire Hydrant Permit: The Contractor must obtain from the Beckley Division of Fire Hydrants, a permit to install any fire hydrant. The Contractor shall provide the necessary gas valves, backflow preventers, and flow meter for each hydrant location. All equipment, fittings and valves shall be in accordance with Division of Water standards. The Contractor shall pay for water at the current City rates.

Pipe Material: All storm sewer and sanitary sewer pipe on this project shall be in accordance with Section 901 of the CMSC.

Certification of Pipe and Structures: All precast concrete products shall be inspected or have such certification. Approved precast products shall be inspected by the City of Columbus and meets their specifications. Precast concrete products without proper identification of inspection will not be permitted for installation.

WATERLINE NOTES:

Operation of Existing Valves: Existing valves on "in-service" water mains shall be operated by authorized personnel of the City of Beckley, Division of Water.

Definition: All water mains shall be disinfected in accordance with Section 801.1.3 of the City of Columbus, "Construction and Material Specifications" (CMSC). Special attention is directed to applicable sections of AWWA C-651, particularly for flushing (Section 5) and for chlorinating valves and fire hydrants (Section 7). The Contractor shall be responsible for all costs associated with all water mains constructed under this plan.

Water Main Materials: All waterline materials and installations shall be in accordance with the current rules and regulations of the City of Columbus, Division of Water.

Testing Procedure: All proposed water mains shall be tested in accordance with Section 801.1.2 of the City of Columbus, "Construction and Material Specifications" (CMSC).

Water Meters: All meter pits must conform to Standard Drawing L-7103, A & B for 3/8" through 1" meters or L-6317, A & B for 1 1/2" or larger meters.

Service Connection Permits: No service connection permits shall be issued or connection made to any service taps until waterlines have been disinfected by the City of Columbus, Division of Water.

Placement: Contractor shall maximize the distance between the storm sewer and the water line.

Separations: The separation of water mains and storm and sanitary sewer shall be in accordance with Ten State Standards 8.6.2 and 8.6.3.

Pressure Testing: Pressure testing shall be in accordance with AWWA C-600.

Water Lines: All water lines shall be AWWA and City of Beckley approved.

Fire Hydrants: All fire hydrants shall be AWWA and City of Beckley approved.

Pressure: The normal working pressure in water lines shall not be less than 35 psi.

Individual Booster Pumps: Individual booster pumps shall not be allowed for any individual service.

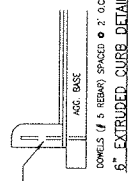
WATER SERVICES ALONG MAIN STREET

City of Bexley shall install all water services to a point located 5' north of the existing back of curb. Contractor shall be responsible to extend services from this point into the building. All work shall be paid for under item 805 - Water Service, Compstat.

HEAVY DUTY PAVEMENT: Heavy Duty Pavement shall be placed in the drive aisle areas of the south parking lot. Material thicknesses are as follows:

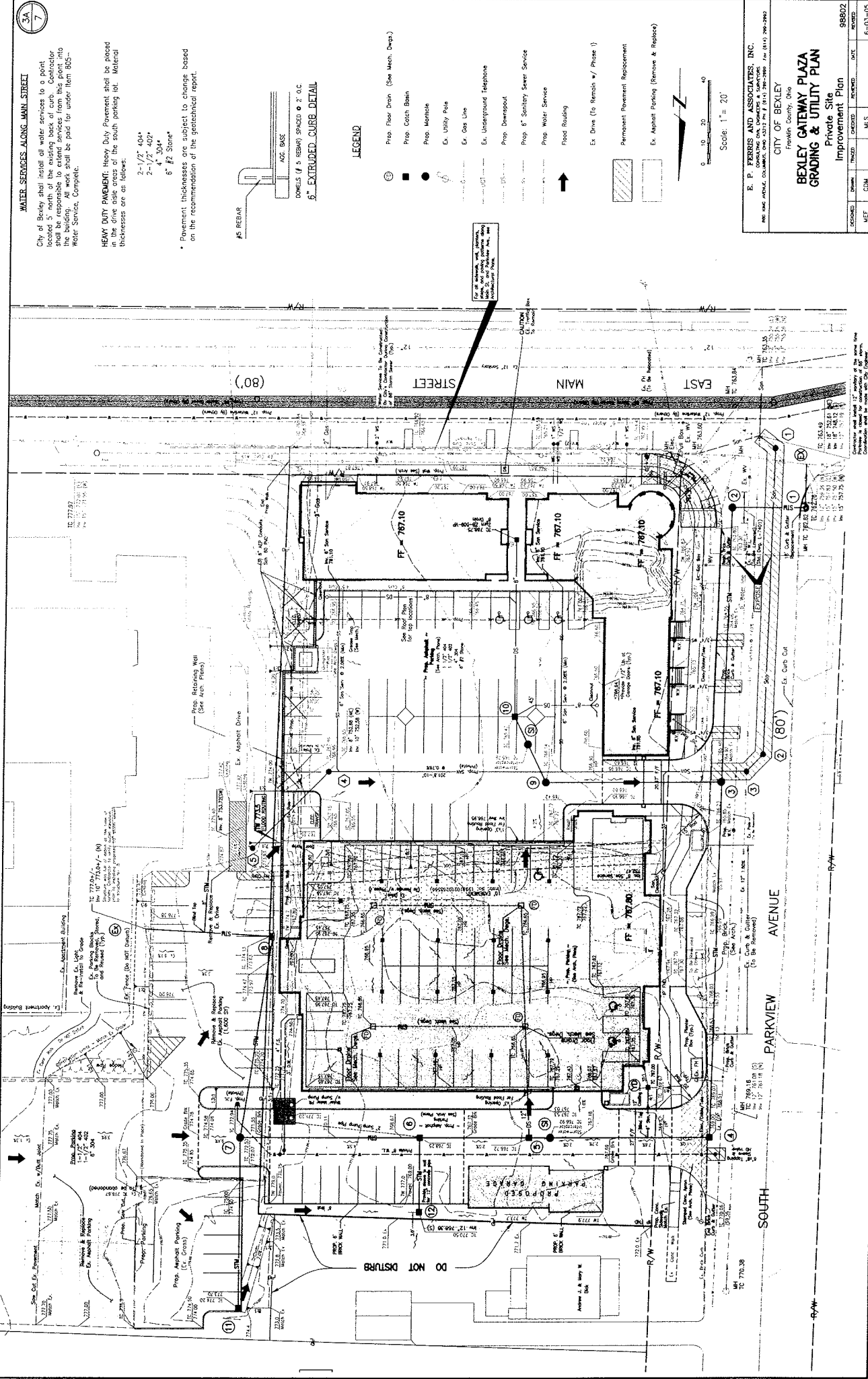
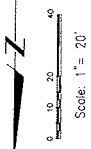
- 2-1/2" 40#
- 2-1/2" 40#
- 4" 30#
- 6" #2 Stone

* Pavement thicknesses are subject to change based on the recommendation of the geotechnical report.



LEGEND

- Prop. Floor Drain (See Mech. Depts.)
- Prop. Catch Basin
- Prop. Manhole
- Ex. Utility Pole
- Ex. Gas Line
- Ex. Underground Telephone
- Prop. Downspout
- Prop. 8" Sanitary Sewer Service
- Prop. Water Service
- Flood Routing
- Ex. Drive (To Remain w/ Phase I)
- Permanent Pavement Replacement
- Ex. Asphalt Parking (Remove & Replace)



CITY OF BEXLEY
Franklin County, Ohio

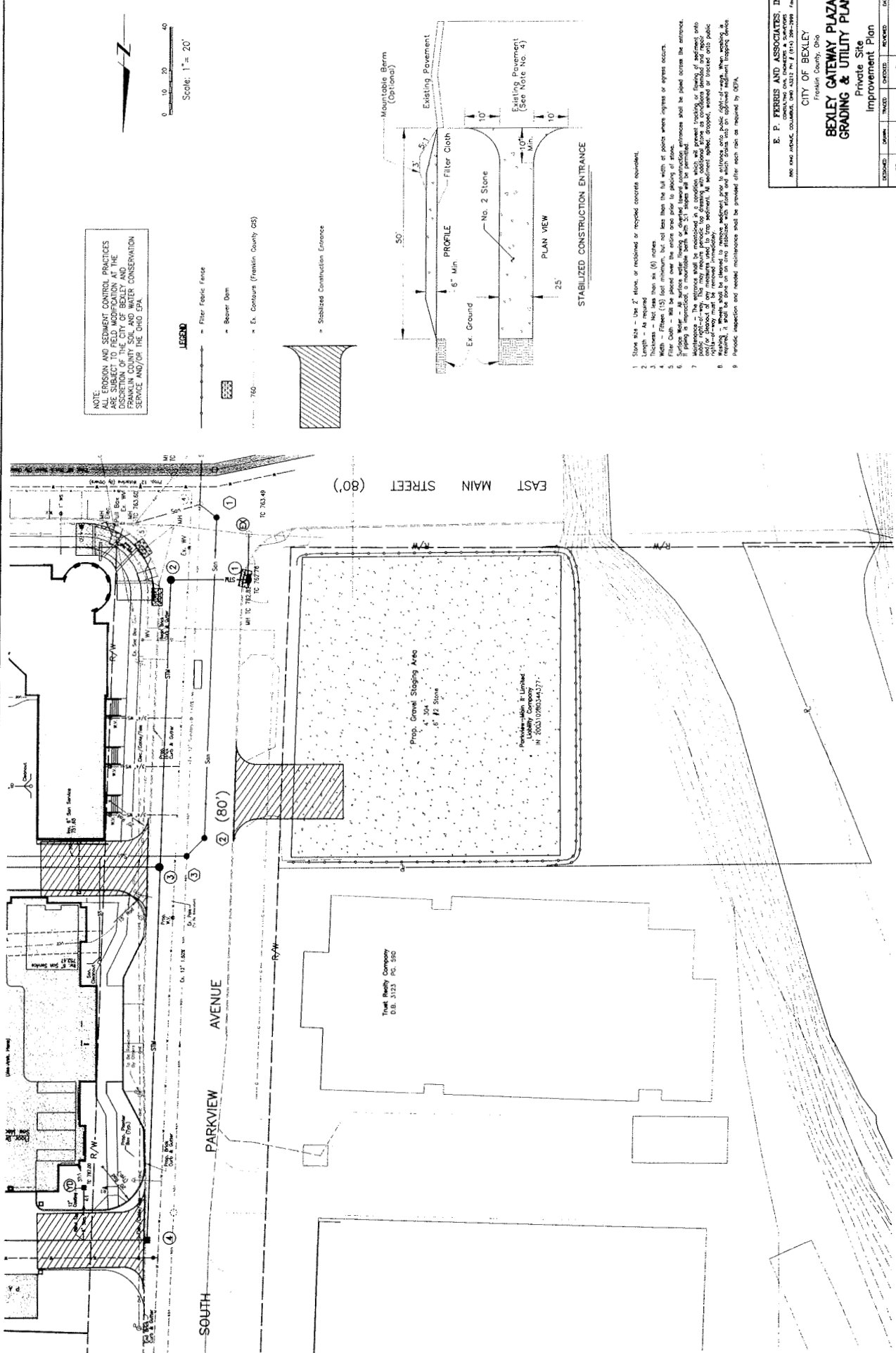
E. P. FERRIS AND ASSOCIATES, INC.
480 NEW MARKET CO. RD. S.W. CINCINNATI, OH 45202
(614) 290-2822

**BEXLEY GATEWAY PLAZA
GRADING & UTILITY PLAN**
Private Site
Improvement Plan

REVISION	DATE	BY	CHKD	APP'D	DATE

98802
6-03-05

Contractor shall be responsible for coordination with City Engineer.



NOTE:
ALL EROSION AND SEDIMENT CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF THE CITY OF BEXLEY AND THE OHIO DEPARTMENT OF NATURAL RESOURCES SERVICE AND/OR THE OHIO EPA.

- LEGEND**
- Filter Fabric Fence
 - Beaver Dam
 - Ex. Contours (Franklin County GS)
 - 760
 - Stabilized Construction Entrance



1. Stone Size - Use 2" stone, or recycled or recycled concrete equivalent.
2. Length - As required.
3. Thickness - Not less than six (6) inches.
4. Slope Filter - 1:12 back minimum, but not less than the full width of points where ingress or egress occurs.
5. Filter Cloth - 100% efficiency.
6. Surface Water - All surface water, flowing or diverted toward construction entrances shall be piped across the entrance.
7. Piping in trenches, or mountable berms with 3:1 slopes will be permitted.
8. Filter Cloth - The filter cloth shall be made of a heavy-duty, non-woven polypropylene fabric with a minimum opening of 1/4 inch. This may require pre-drilling for attaching with additional hardware and may require heavy machinery for removal.
9. Material - The material shall be placed in a trench, with a minimum depth of 6 inches, and shall be compacted to a minimum of 90%.
10. Periodic inspection and needed maintenance shall be provided after each rain as required by 007A.

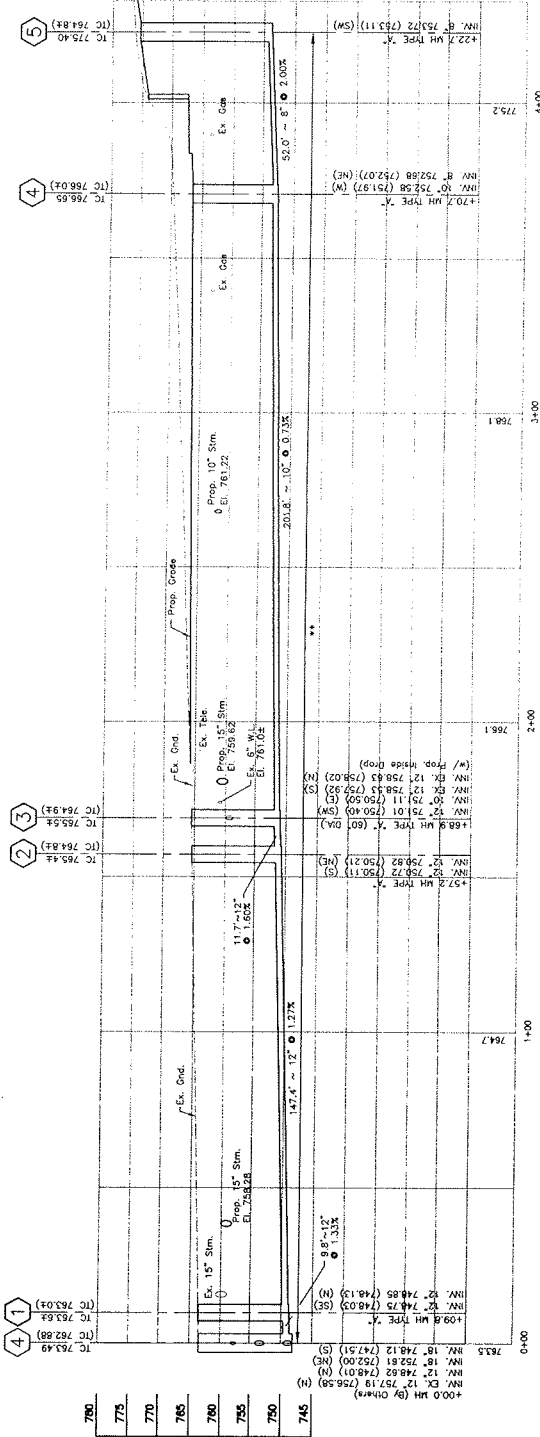
E. P. FERRIS AND ASSOCIATES, INC.
 400 WEST AVE. COLUMBUS, OHIO 43212 PH: 614/291-2999 FAX: 614/291-2992

CITY OF BEXLEY
 Franklin County, Ohio

BEXLEY GATEWAY PLAZA
GRADING & UTILITY PLAN
 Private Site Improvement Plan

98802

DESIGNED	CHECKED	DATE
MEET	COM	MLS
RECEIVED	DATE	6-10-05



NOTE:
 ELEVATIONS SHOWN ABOVE ARE BASED ON NAD 1983 PLANS
 PREPARED BY EMH&T (86\"/>

SERVICE SCHEDULE			
WYE STA.	SOE	M.H.-M.H.	RISER
2+08	North	3-4	5'
2+21	South	3-4	6'
2+27	South	3-4	90'
3+48	South	3-4	90'

* 911 COMPACTED BACKFILL
 ** 912 COMPACTED GRANULAR MATERIAL
 *** CONCRETE ENCASMENT

Scale: Horiz: 1" = 20'
 Vert: 1" = 10'

E. P. FERRELL AND ASSOCIATES, INC.
 100 W. WINE AVE., COLUMBUS, OHIO 43215-7917 (614) 298-2999 Fax: (614) 298-2992

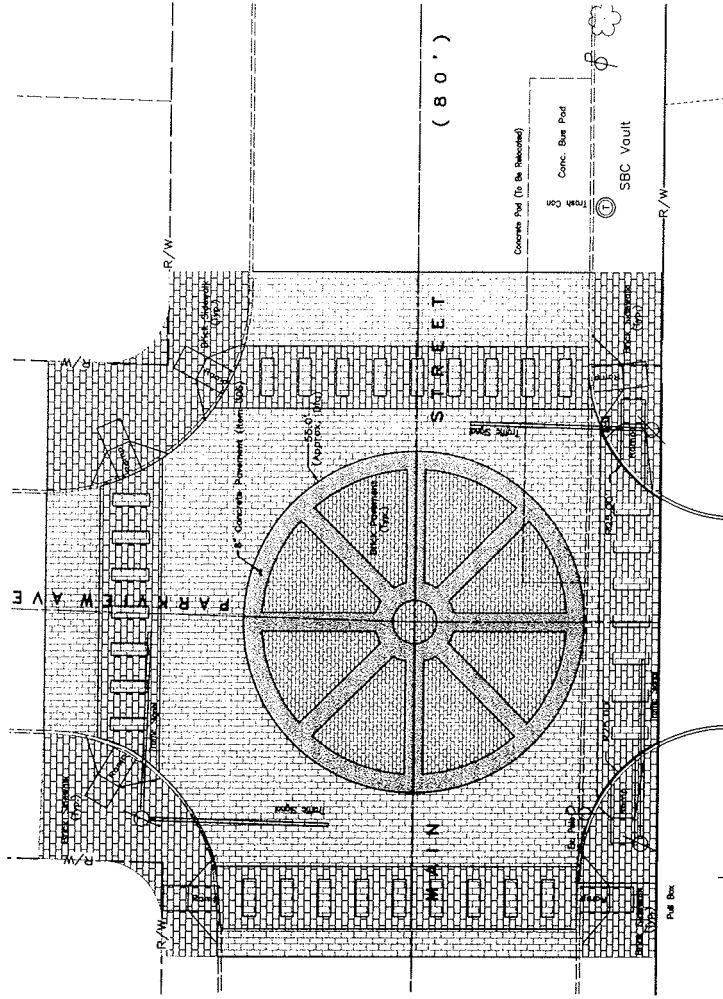
CITY OF BEXLEY
 Franklin County, Ohio

BEXLEY GATEWAY PLAZA
 Private Site

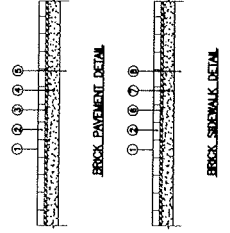
SANITARY SEWER PROFILES
 Improvement Plan

98802
 6-02-05

DESIGNED	DATE	98802
CHECKED	DATE	
IN CHARGE	DATE	
DATE	DATE	
DATE	DATE	
DATE	DATE	



PRELIMINARY ~ CONCEPTUAL LAYOUT



LEGEND:

- | ITEM | DESCRIPTION |
|------|--|
| ① | Spec ~ Joint Sand Stabilizer -- Vibrate into place. |
| ② | Spec ~ Clay Brick Pavers -- Hand lightened. |
| ③ | Spec ~ 3/4" Bituminous Setting Bed w/Neoprene Tack Coat. |
| ④ | 305 ~ 8" Portland Cement Concrete Base - Arterial |
| ⑤ | 304 ~ 6" Aggregate Base |
| ⑥ | Spec ~ 1" Sand Setting Bed |
| ⑦ | 306 ~ 4" Portland Cement Concrete Base |
| ⑧ | 304 ~ 4" Aggregate Base |

E. P. FROES AND ASSOCIATES, INC.
 CONSULTING CIVIL ENGINEERS & ARCHITECTS
 480 ONE ARCADE, COLUMBUS, OHIO 43215 TEL: (614) 294-2988 FAX: (614) 294-2982

CITY OF BEXLEY
 Franklin County, Ohio

BEXLEY GATEWAY PLAZA
PRELIMINARY -- INTERSECTION DETAILS
 Private Site Improvement Plan

DESIGNED	CHECKED	DATE
MEF	CMJ	6-17-05
THICK	M.S.	
98002		

EXHIBIT E

CRA AGREEMENT

ORIGINAL

**MAIN STREET RE/DEVELOPMENT
COMMUNITY REINVESTMENT AREA AGREEMENT**

This agreement (this "Agreement") made and entered into by and between the City of Bexley, Ohio (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, located at 2242 East Main Street in the City, and Bexley Gateway Plaza Ltd., an Ohio limited liability company, with offices located at 3016 Maryland Avenue, Columbus, Ohio 43209 (hereinafter referred to as the "Developer", and together with any successors, assigns or transferees, collectively or singly, as the context requires, referred to hereinafter as the "Owner").

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City Council by its Ordinance No. 68-02 adopted September 24, 2002 (and amended by Ordinance No. 60-04, adopted September 28, 2004, and Ordinance No. 73-04, adopted October 26, 2004, (the "Ordinance") created the Main Street Re/Development District Community Reinvestment Area (the "CRA") and authorized real property tax exemption on the construction of certain new structures and the remodeling of certain existing structures as described in Ohio Revised Code Section 3735.67; and

WHEREAS, the Developer has acquired the real property contained within the CRA and described on Exhibit A attached hereto (the "Land"), and intends to construct or cause to be constructed on the Land an approximately 134,093 square feet, three to five-story mixed-use development (the "Project") consisting of up to thirty-one (31) condominium dwelling units, three (3) condominium town homes, street level commercial retail and professional offices (the buildings hereinafter referred collectively as the "Development" and the individual buildings hereinafter referred to as the "Structure" or "Structures"), that if completed, may be eligible for a tax exemption under the Ordinance; and

WHEREAS, the Developer intends to subject all or portions of the Project to the condominium form of ownership pursuant to Chapter 5311 of the Ohio Revised Code (the "Condominium Act"); and

WHEREAS, the Developer has submitted to the City a proposed Community Reinvestment Area Agreement Application (the "Application"), attached hereto as Exhibit B; and

WHEREAS, the Developer also has submitted to the City with the Application a non-refundable processing/monitoring fee of \$250.00 payable to the City of Bexley and a one-time fee of \$750.00 payable to the Ohio Department of Development; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B), the City and the Owner desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, by its Ordinance 74-04, adopted October 26, 2004, the Council of the City approved this Agreement and authorized the execution of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. Project Description. The Developer agrees to redevelop the 1.567+ acre site located at the northeast intersection of East Main Street and South Parkview Avenue with a new approximately 134,093 square feet, three to five-story mixed-use development consisting of up to thirty-one (31) condominium units, three (3) condominium town homes, street level commercial retail and professional office space. The approximate total cost of the construction of the Project that may occur on the Land, including all personal property to be incorporated therein, is expected to be approximately \$17,700,000.

The construction of the Project is expected to begin on or about November 1, 2004. The Project is scheduled for completion in approximately December 2006 (the "Project Period").

2. Jobs. The Developer currently estimates there will be created at the Project by approximately December 2006 approximately twenty-four (24) retail positions and fifty-five (55) office positions, which may be any combination of full-time permanent, part-time permanent, full-time temporary and part-time temporary, with an aggregate annual payroll for all of the positions of approximately \$2,215,200 upon completion of the Project.

3. Tax Exemption. The parties herein agree that the each Structure in the Development shall receive a fifty percent (50%) real property tax exemption on the assessed valuation in excess of the Apportioned Minimum Fully Taxable Value (hereinafter defined) for a period of fifteen (15) years.

The Apportioned Minimum Fully Taxable Value shall be the product of (i) \$313,600 (the tax year 2003 taxable value – i.e., the 35% value – of parcel nos. 020-000380, 020-002746, 020-000260, 020-001820 and 020-000216) minus the value of the Land as established by the Franklin County Auditor for the tax year of the exemption, and (ii) the square feet in the Structure divided by the square feet in the development, but in no event shall the Apportioned Minimum Fully Taxable Value be a negative number. The exemption shall commence for each Structure the first year the Structure would first be taxable were that Structure not exempted from taxation. Notwithstanding anything to the contrary contained herein, no exemption granted hereunder shall commence after January 1, 2007 (tax year 2007) nor extend beyond January 1, 2021 (tax year 2021).

020-004729
Djs.
12/14/04

4. Conditions Precedent.

(a) The Developer and City acknowledge that this Agreement must be approved by formal action of City Council as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

(b) The Developer acknowledges that the tax exemption with respect to each Structure is subject to the filing of a real property tax exemption applications with the Housing Officer immediately following the completion of construction of that Structure. Upon receipt of the real property tax exemption application, the Housing Officer shall verify and investigate the facts and circumstances necessary to determine whether the Structure is eligible for a tax exemption pursuant to this Agreement. If the Housing Officer determines that the Structure is eligible for a tax exemption, the Housing Officer shall certify the tax exemption to the Franklin County Auditor and shall perform such other acts as are reasonable, necessary or appropriate to effect, claim, reserve, and maintain the tax exemption described in this Agreement, including, without limitation, joining in the execution of all documents and providing any necessary certificates required in connection with such tax exemption.

5. Owner's Covenants. To induce the City to enter into and maintain this Agreement, the Owner covenants as follows:

(a) The Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement or otherwise and are charged against the Land and Development, and shall file all tax reports and returns as required by law.

(b) The Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

(c) During the period (the "Reporting Period") beginning on the date of this Agreement and ending on the date that all exemptions provided for by this Agreement have expired or have been otherwise terminated the Owner shall provide the Housing Officer with written notice:

(i) At least fifteen (15) days before all or any part of the Development or the Land is converted to condominium property pursuant to Ohio Revised Code Chapter 5311;

(ii) At least fifteen (15) days notice prior to any contemplated change of ownership of all or any part of the Development or the Land,

including the estimated proposed date of transfer and the name and address of the proposed transferee;

(iii) Of any actual change in ownership of all or any part of the Development or the Land within thirty (30) days after the occurrence thereof, (whether or not the notice under section 5(c) (ii) shall have been given), or within sixty (60) days if the change resulted from the death of the Owner, including a copy of the deed or other instrument of conveyance.

(d) With regard to all or any part of the Owner's portion of the Development or the Land, the Owner shall comply with all applicable fair housing and non-discrimination laws, and no individual shall be denied access to or commercial or residential use of all or any part of the Owner's portion of the Development or the Land solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

(e) The Owner shall properly maintain the Owner's portions of the Development and Land and keep the same repaired.

(f) Within thirty (30) days after written request from the City, the Owner shall provide (i) any information necessary for a tax incentive review council or housing officer or housing council to perform its review or other responsibilities under Revised Code Sections 3735.68, 3735.69 or 5709.85, as applicable, and (ii) any information necessary for the City to comply with any other applicable legal requirements.

(g) During the Reporting Period, the Owner shall furnish any transferee of all or any part of the Owner's portion of the Development or the Land with a copy of this Agreement; and any deed or other instrument of conveyance of the Development or the Land or any part thereof, shall contain the following provision:

“Grantee, for Grantee and for Grantee's heirs, devisees, administrators, executors, successors and assigns, agrees for the benefit of Grantor and of the city of Bexley that, so long as the real property conveyed by this deed enjoys any exemption or partial exemption from real property taxes (whether or not the exemption shall yet then have commenced), pursuant to the terms of the City of Bexley Ordinance No. 6842, adopted September 24, 2002 (and amended by Ordinance Nos. 60-04 and 12-04) Grantee, Grantee's heirs, devisees, administrators, executors, successors and assigns will give written notice, addressed to 'Housing Officer, City of Bexley, 2242 West Main Street, Bexley, Ohio 43209' as follows:”

(Such deed shall then include verbatim the provisions set forth in Section 5(c)(i) through 5(c)(iii) of this Agreement.)

6. Assumption by Successor. Except as described in this section, this Agreement is not transferable or assignable without the express, written approval of the City.

As used in this Agreement, "Successor Owner" means, as of any point in time, each person, except Developer, which is then the owner of all or any part of the Development or the Land, and "Prior Owner" means, as of any point in time, any person which shall have been, but is not then, an owner of all or any part of the Development or the Land.

The right to receive the tax exemptions set forth in this Agreement may be assigned or transferred to another Owner but solely if such assignee or transferee files with the Housing Officer of the City an Assumption Agreement in the form attached hereto as Exhibit C wherein such Owner (i) assumes all obligations of Owner under this Agreement with respect to the Owner's portion of the Development or the Land, and (ii) certifies to the validity as to such assignee or transferee of the representations, warranties and covenants contained herein. Upon the receipt by the Housing Officer of such certificate, the Successor Owner shall have all entitlements and rights as to the portion of the Development or Land as if it had been the original Owner and signatory to this Agreement.

Upon receipt of the Assumption Agreement and acceptance thereof by the Housing Officer, each Prior Owner will be released from liability for any Events of Default occurring after the date of the change in ownership by which that Prior Owner became a Prior Owner; provided, however, that:

(a) If the Successor Owner is controlled by, in control of or under common control with (in any of such cases, an "Affiliate of") a Prior Owner, then that Prior Owner shall nonetheless remain liable as surety; and

(b) Following the change in ownership, each Prior Owner shall nonetheless remain obligated to deliver any information required by Section 5(f) pertaining to any period prior during which it or an Affiliate of it owned all or any part of the Structure or the Land. Upon failure of any Prior Owner to furnish any information which it is required by this paragraph to provide:

(i) That Prior Owner shall be liable to the City for any actual damages resulting from such failure;

(ii) That Prior Owner and its Affiliates shall be ineligible for any future economic development assistance from the City pursuant to Ohio Revised Code Section 9.66(C)(1); and

(iii) If that Prior Owner is an Affiliate of the Successor Owner and such failure becomes an Event of Default under Section 8, the City may exercise any remedy made available for Event of Default under Section 9.

The preceding notwithstanding, none of the remedies set forth in this section shall be invoked, unless and until the City shall have given a second written request (the "Second Request") to Prior Owner for information under Section 5(f) and Prior Owner has failed to provide the requested information within ten (10) days after the Second Request. Any Second Request shall contain a prominent and explicit warning of the consequences set forth in this section that may result from a continued failure of Prior Owner to provide the requested information within such ten (10) day period. Such Second Request to the Prior Owner shall be sent simultaneously with the ten (10) day notice set forth in Section 8(e).

7. Warranties and Representatives. To induce the City to enter into and maintain this Agreement, the Owner makes the following warranties and representations:

(a) That this Agreement was entered into prior to the commencement of the construction of the Structures;

(b) That at the time this Agreement is executed, the Owner does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Owner is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Owner currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

(c) The Owner affirmatively covenants that it has made no false statements to the State or the City or any other local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives for the Project.

(d) The Owner of any Structure or portion thereof that is not classified by the County Auditor, pursuant to Section 5703-25-10 of the Ohio Administrative Code, as "residential land and improvements" will maintain membership in the Bexley Chamber of Commerce.

8. Event of Default. An event of default (an "Event of Default") means the occurrence of one or more of the following described events:

(a) The representations or warranties made by any Owner in Section 7 shall be false or incorrect in any respect material to the determination that the Development or any part thereof was eligible and entitled to the benefits provided for in this Agreement;

(b) The determination by the Housing Officer making an inspection under Ohio Revised Code Section 3735.68 that the Owner has failed to maintain or repair the

Development and such default shall continue without cure for thirty (30) days after written notice thereof shall have been given to the Owner by the Housing Officer;

(c) The Owner fails to furnish when required the information described in Section 4(f) and such default shall continue without cure for ten (10) days after written notice thereof shall have been given to the Owner by the Housing Officer;

(d) Any Affiliate of the Owner fails to furnish when required the information described in Section 6(b) and such default shall continue without cure for ten (10) days after written notice thereof shall have been given to the Owner by the Housing Officer, provided that the Second Request required by Section 6(b) shall be sent to the Prior Owner simultaneously with the ten (10) day notice to the Owner; or

(e) The Owner defaults in the performance or observation of any other covenant made or required to be observed or performed under this Agreement and such default shall continue without cure for thirty (30) days after written notice thereof shall have been given to the Owner by the Housing Officer; or

(f) The Owner fails to pay such real property taxes as are not exempted under this Agreement and are charged against such property or file any tax reports and returns as required by law.

9. Remedies. If any Event of Default shall occur, the Housing Officer may pursue any one or more of the following remedies concurrently or successively. No delay or omission to exercise any such remedy shall impair any such right or power or shall be construed to be a waiver thereof.

(a) In the case of an occurrence of any Event of Default attributable to an Owner, by written notice from the Housing Officer to that Owner, the Housing Officer may terminate this Agreement with respect to that Owner and revoke the tax exemption granted to that Owner pursuant to this Agreement, with such revocation effective as of the date of the Event of Default.

(b) In the case of an Event of Default under Section 8(a) attributable to an Owner or its Affiliate, that Owner shall be required to immediately return all benefits received by that Owner or its Affiliate under this Agreement.

(c) In the case of any Event of Default attributable to an Owner, the Housing Officer on behalf of the City may exercise or pursue or cause the City to pursue any other remedy or cause of action previously permitted under this Agreement or conferred upon the City at law or in equity.

(d) In the case of an Event of Default under Section 8(f) by an Owner, exemptions from taxation granted under this Agreement for that Owner are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

(e) If (i) an Owner otherwise materially fails to fulfill its obligations under this Agreement, or (ii) if the City determines that the certification as to delinquent taxes required from an Owner by this Agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement with respect to that Owner, and may, in its sole discretion, require the repayment of the amount of taxes from that Owner that would have been payable had the property not been exempted from taxation under this Agreement.

10. No Falsification. All applications, reports and other writings submitted by the Developer to the City shall constitute the representations and warranties of the Developer as to the truth and accuracy of all facts, calculations and other information set forth therein, as though fully set forth and repeated in this Agreement. Should any such representations or warranties be false or incorrect in any material respect, the Developer shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Further, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

11. Discontinuation of Operations. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that the Owner, any successor to that Owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

12. Survival. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and the filing of the Application with the Housing Officer, the granting by the Housing Officer of the tax exemption, if any, and shall continue in full force and effect until this Agreement is terminated. This Agreement shall be terminated at the earlier of such time (i) the exemption period expires, (ii) as the Agreement is terminated by the Housing Officer following an Event of Default, or (iii) as the Agreement is terminated by the mutual written agreement of the parties.

Further, if for any reason the City revokes the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption from taxation granted pursuant to this Agreement to that Owner.

13. Notices. All notices required or permitted to be sent to the parties pursuant to this Agreement shall be sent to the following addresses, by hand delivery, commercial courier service or by the United States certified mail, postage prepaid:

The Housing Officer:

Daniel J. Lorek
Development Director
City of Bexley
2242 East Main Street
Bexley, Ohio 43209

The Developer

Bexley Gateway Plaza Ltd.
3016 Maryland Avenue
Columbus, Ohio 43209
Attn: Laurence G. Ruben

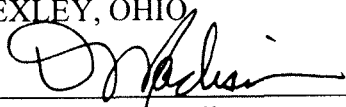
Such notices shall be effective when received or, if delivery is refused or if certified mail is returned unclaimed, then upon the date of such refusal or return.

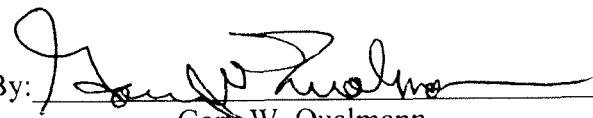
14. Severable Provisions. The parties herein intend and believe that each provision in this Agreement, the Application and Ordinance (together, the "Exemption Documents") comport with all applicable local, state and federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in the Exemption Documents are found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court shall declare such portion, provision or provisions of the Exemption Documents to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties herein that such portion, provision or provisions shall be given force and effect to the fullest possible extent, that the remainder of the Exemption Documents shall be construed as if such provision or provisions were not contained therein, and that the rights, obligations and interests of the parties under the remainder of the Exemption Documents shall continue in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

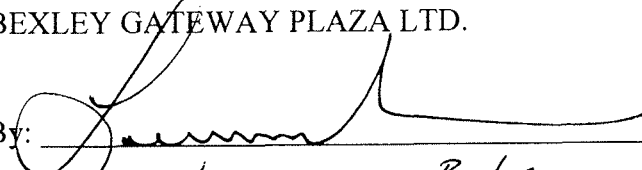
IN WITNESS WHEREOF, the City of Bexley, Ohio, by David H. Madison, its Mayor, and Gary W. Qualmann, its City Auditor, and pursuant to Ordinance No. 74-04 adopted October 26, 2004, has caused this instrument to be executed as of this 14TH day of DECEMBER, 2004, and Bexley Gateway Plaza Ltd., by its MANAGING MEMBER has caused this instrument to be executed as of this 14TH day of DECEMBER, 2004.

CITY OF BEXLEY, OHIO

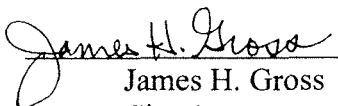
By: 
David H. Madison
Mayor

By: 
Gary W. Qualmann
City Auditor

BEXLEY GATEWAY PLAZA LTD.

By: 
Printed Name: Laurence Euben
Its: Managing Member

Approved as to form:


James H. Gross
City Attorney

[Note: A copy of this Agreement must be forwarded to the Ohio Department Development within fifteen (15) days of finalization.]

Exhibit A

[Legal Description]

December 7, 2004

1.567 ACRES

Situated in the State of Ohio, County of Franklin, City of Bexley, being all of Julian's Subdivision, as same is delineated upon the recorded plat thereof, of record in Plat Book 5, Page 185, Recorder's Office, Franklin County, Ohio, part of Lot 3 of Eugene Powell's Subdivision of Lots Nos. 52, 53, and 54 of Rownd and Knauss' Park View Subdivision, as same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 239, said Recorder's Office, and all of the 0.109 Acre tract conveyed to Bexley Gateway Plaza Ltd. by Instrument No. 200411180264672, said Recorder's Office, and being more particularly described as follows:

Beginning at a MAG nail set at the Southwest corner of said Lot 1 of Julian's Subdivision, being the intersection of the north line of East Main Street (80 feet wide) with the east line of South Parkview Avenue (80 feet wide);

Thence, along the west line of said Julian's Subdivision, part of the west line of Lot 3 of said Eugene Powell's Subdivision, and the east line of said South Parkview Avenue, North $01^{\circ} 48' 38''$ East, 362.69 feet to a found 1 inch iron pipe;

Thence, across said Lot 3, South $88^{\circ} 54' 44''$ East 189.72 feet to a set iron pipe at the northeast corner of said 0.109 acre tract (passing found iron pipes at 169.93 feet and 181.72 feet, respectively);

Thence, along the east line of said 0.109 Acre tract, South $01^{\circ} 48' 44''$ West, 356.69 feet to an iron pipe set at the intersection of said line with the north line of said East Main Street, at the southeast corner of said 0.109 Acre tract;

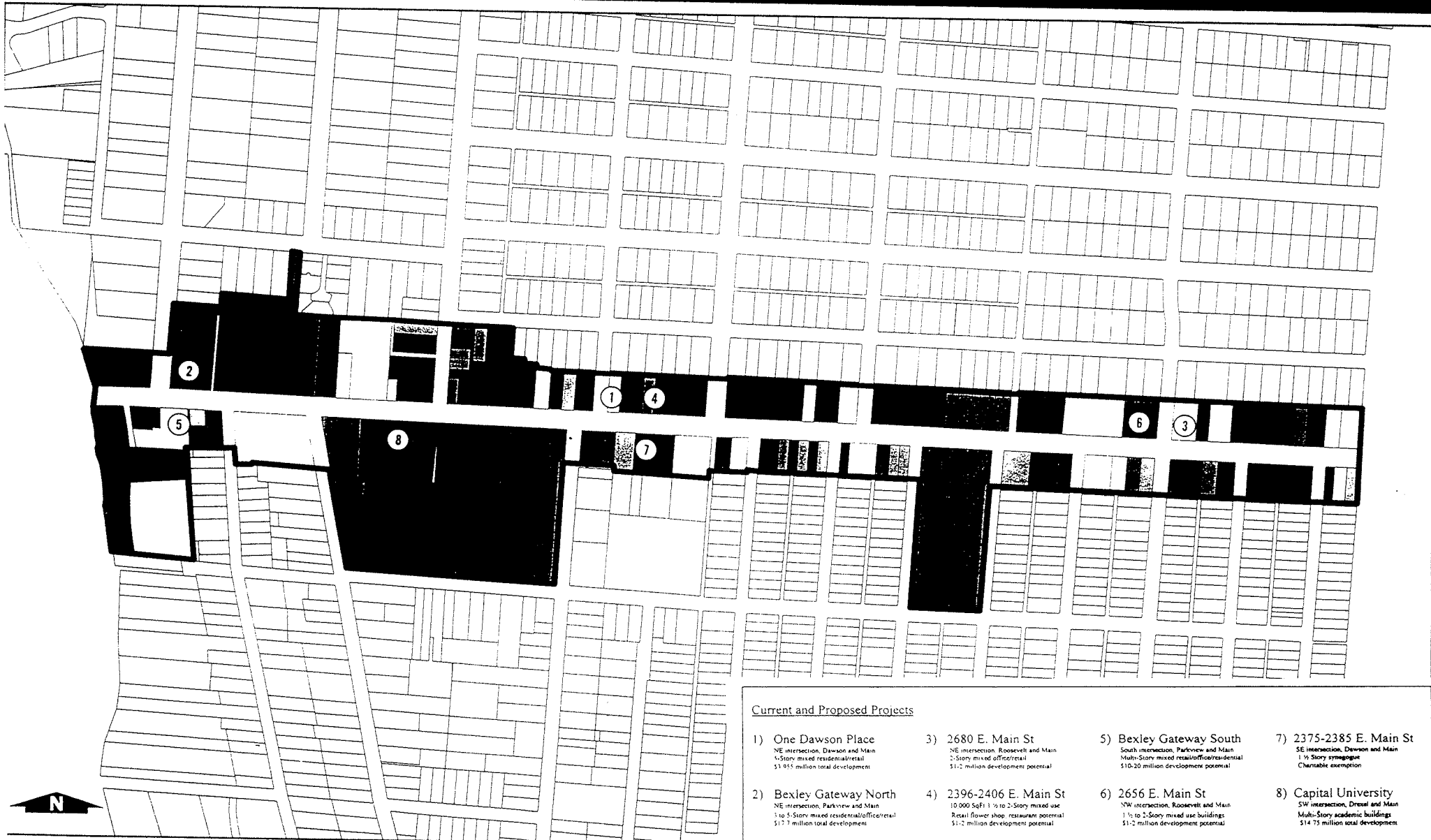
Thence, along the south line of said 0.109 tract, south line of said Julian's Subdivision and the north line of said East Main Street, WEST, 189.80 feet to the place of beginning **CONTAINING 1.567 ACRES** (passing a found pinchtap iron pin at 8.01 feet, MAG nail at 13.91 and a 1" iron pin at 19.80 feet, respectively) subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in December 2003. Iron pipes set are 30"x1" (O.D.) with orange plastic caps inscribed "P.S. 6579". Bearings are based on the north line of East Main Street held as **WEST**.

MYERS SURVEYING COMPANY, INC.

Matthew D. Farley, P.S. #7566.

PROPOSED MAIN STREET TIF DISTRICT



Current and Proposed Projects

- | | | | |
|--|---|--|--|
| 1) One Dawson Place
NE intersection, Dawson and Main
4-Store mixed residential/retail
\$1.955 million total development | 3) 2680 E. Main St
NE intersection, Roosevelt and Main
2-Story mixed office/retail
\$1-2 million development potential | 5) Bexley Gateway South
South intersection, Parkview and Main
Multi-Story mixed residential/office/retail
\$10-20 million development potential | 7) 2375-2385 E. Main St
SE intersection, Dawson and Main
1 1/2 Story symphonic
Charitable exemption |
| 2) Bexley Gateway North
NE intersection, Parkview and Main
1 to 5-Story mixed residential/office/retail
\$1-3 million total development | 4) 2396-2406 E. Main St
10,000 SqFt, 1 1/2 to 2-Story mixed use
Retail flower shop, restaurant potential
\$1-2 million development potential | 6) 2656 E. Main St
SW intersection, Roosevelt and Main
1 1/2 to 3-Story mixed use buildings
\$1-2 million development potential | 8) Capital University
SW intersection, Drexel and Main
Multi-Story academic buildings
\$14.75 million total development |

Exhibit B

[CRA Exemption Application]

received
7/14/2004



Community Reinvestment Area Agreement Application

APPLICATION FOR A PROPOSED AGREEMENT for Community Reinvestment Area (CRA) Tax Incentives between the City of Bexley located in the County of Franklin and

BEXLEY GATEWAY PLAZA, LTD
(Enterprise)

1. A. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>BEXLEY-GATEWAY PLAZA LTD.</u>	<u>STEVE CAMPBELL</u>
Enterprise Name	Contact Person
<u>3016 MARYLAND AVE.</u>	<u>DAN DUFFY</u>
<u>COLUMBUS, OH 43209</u>	<u>614/237.3726</u>
Address	Telephone Number

B. Project Site:

<u>BEXLEY GATEWAY PLAZA, LTD.</u>	<u>LAURENCE FUEBEN</u>
2154 EAST MAIN STREET 492	Contact Person
<u>502 & 508 SOUTH PARKVIEW AVE,</u>	<u>SAMANTHA FALTER</u>
<u>COLUMBUS, OHIO 43209</u>	<u>614/237.3726</u>
Address	Telephone Number

PARCELS: 020-000210, 020-001820, 020-000260, 020-002790 & 020-000380

2. A. Nature of business (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

RESIDENTIAL, RETAIL AND OFFICE CONDOMINIUMS

B. List primary 4 digit Standard Industrial Code (SIC) # 6552
Business may list other relevant SIC numbers.



C. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred).

N/A

D. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company

3. Name of principal owner(s) or officers of the business (attach list if necessary).

Laurence G. Ruben, Plaza Properties Inc

4. Is the business seasonal in nature Yes [] No

5. A. State the enterprise's current full-time and part-time employment level at the proposed project site:

None at this time

B. Will the project involve the relocation of employment positions or assets from one Ohio location to another?

Yes [] No

C. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

125

D. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

None

E. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

None

F. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

6. A. Has the enterprise previously entered into an Enterprise Zone or CRA Agreement with the local legislative authorities at any site where the employment or assets will be relocated as result of this proposal?

Yes []

No

B. If yes, list the local legislative authorities, date, and term of the incentives for each Agreement:

7. Does the Enterprise owe:

A. Any delinquent taxes to the State of Ohio or a political subdivision of the State?

Yes []

No

B. Any moneys to the State or a political subdivision of the State for the administration or enforcement of any environmental laws?

Yes []

No

C. Any other moneys to the State or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes []

No

D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (attach additional pages if necessary).

3A tone floor Residential Condominiums
3 Town Homes - Residential Condominiums
23,550 square feet of office/Retail Condominiums

8. Project Description (attach additional pages if necessary):

9. Project is proposed to begin DECEMBER 1, 2014 and estimated to be completed JUNE 1, 2016 provided a tax exemption is provided.

10. A. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

None by Developer

B. State the time frame of this projected hiring: N/A years.

C. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

N/A

11. A. Estimate the amount of annual payroll such new employees will add \$ 0 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees):

B. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project \$ 0.

12. Market value of the existing facility as determined for local property taxation:

\$ 15,000,000 - 18,000,000

13. A. Business's total current investment in the facility as of the proposal's submission:

\$ 1,700,000

B. State the business's value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the Agreement is entered into (baseline inventory):

\$ 0

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Building(s):	\$ <u>1,700,000</u>
B. Additions/New Construction:	\$ <u>16,000,000</u>
C. Improvements to Existing Building(s):	\$ <u>0</u>
D. Machinery & Equipment:	\$ <u>0</u>
E. Furniture & Fixtures:	\$ <u>0</u>
F. Inventory:	\$ <u>0</u>
Total New Project Investment:	\$ <u>17,700,000</u>

15. A. Business requests the following tax exemption incentives: 50 % for 15 years covering real property described above. Be specific as to type of assets, rate, and term.

B. Business's reasons for requesting tax incentives (be quantitatively specific as possible):

Incentives to purchasers to locate to Bexley, Ohio
and tax revenues for real-estate will actually
increase.

FEES:

This application must be accompanied by a non-refundable processing/monitoring fee of **Two-hundred fifty dollars (\$250)**. This fee is payable through a check or money order, made payable to the **City of Bexley**.

A separate one-time fee of **Seven-hundred fifty dollars (\$750)** will be charged by the State and collected by the City with this application. This fee is payable through a separate check or money order, made payable to the **Ohio Department of Development**.

In addition, the City requires each applicant to pay for the required newspaper publication of public notice. The cost of publication will be determined and due at the time of City Council approval.

Any CRA application submitted without the required fees will be returned to the applicant.

APPLICANT'S CERTIFICATION

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief.

Submission of this application expressly authorizes the City of Bexley to contact the Ohio Environmental Protection Agency to confirm statements contained within this application and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the City of Bexley.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66 (C) (1) and 2931.13 (D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies... or makes any false, fictitious or fraudulent statements of representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement of entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Bexley Gateway Plaza, Ltd.
Enterprise Name

7/14/04
Date

Stephen P. Campbell
Signature

Stephen P. Campbell V/P-CFO
Typed Name and Title

Please submit the application and attachments, with the required fees, to:

**City of Bexley
Development Office
2242 E. Main Street
Bexley, Ohio 43209
(614) 235-8694**

Exhibit C

[Copy of Assumption Agreement Form]

ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT (the "Agreement") made and entered into by and between the City of Bexley, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, located at 2242 East Main Street, Bexley, Ohio 43209, (the "City") and _____, a _____ (the "Successor Owner"). (Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the CRA Agreement between Bexley Gateway Plaza Ltd. and the City, dated _____, 2004 (the "CRA Agreement", a copy of which is attached hereto as Exhibit A).

WITNESSETH:

WHEREAS, the City designated the Main Street Re/Development Community Reinvestment Area ("CRA") pursuant to Ordinance No. 68-02, adopted September 24, 2002 (and amended by Ordinance No. 60-04, adopted September 28, 2004 and Ordinance No. 73-04, adopted October 26, 2004); and

WHEREAS, on _____, 2004, Bexley Gateway Plaza Ltd., an Ohio limited liability company (the "Developer"), as owner, and the City entered into the CRA Agreement concerning the development of a new approximately 134,093 square feet, three to five-story mixed use development (the "Development"), generally described as the northeast corner of East Main Street and South Parkview Avenue, Bexley, Ohio 43209; and

WHEREAS, by one or more transfers of all or any portions of the Development, the Successor Owner has succeeded on _____, 20__ (the "Transfer Date") to all or a portion of the interest of the Developer in the Development, and, more particularly, the Successor Owner has acquired the Owner's interest in the Development by virtue of a _____ dated as of _____ and recorded on _____, 20__ in the Franklin County Recorder's Office as Instrument No. _____, a copy of which is attached hereto as Exhibit B; and

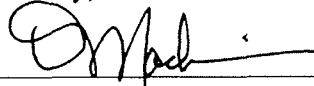
WHEREAS, the Successor Owner wishes to obtain the benefits of the CRA Agreement, and the City is willing to make these benefits available to the Successor Owner on the terms set forth in the CRA Agreement.

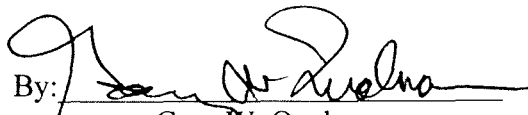
NOW, THEREFORE, in consideration of the circumstances described above, the City's agreement to continue the benefits of the CRA Agreement, and the benefit to be derived by the Successor Owner from the execution hereof, the Successor Owner hereby agrees to be bound by,

assume and perform all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owner from and after the Transfer Date.

IN WITNESS WHEREOF, the City of Bexley, Ohio, by David H. Madison, its Mayor and Gary W. Qualmann, its City Auditor, and pursuant to Ordinance No. 74-04, passed October 26, 2004, and the Successor Owner by _____, its _____, have caused this instrument to be executed as of this ____ day of _____, 20__.

City of Bexley, Ohio

By: 
David H. Madison
Mayor

By: 
Gary W. Qualmann
City Auditor

[SUCCESSOR OWNER]

By: _____

Title: _____

Approved as to form:

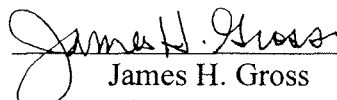

James H. Gross
City Attorney

Exhibit A

[CRA Agreement]

Exhibit B

[Deed]

EXHIBIT F

INFRASTRUCTURE AGREEMENT

**MAIN STREET INCENTIVE DISTRICT
INFRASTRUCTURE AGREEMENT**

This Infrastructure Agreement (this "Agreement"), made and entered into as of this _____ day of _____, 2005, by and between the CITY OF BEXLEY, Ohio (the "City"), a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter, located at 2242 East Main Street in the City, and BEXLEY GATEWAY PLAZA LTD., an Ohio limited liability company with offices located at 3016 Maryland Avenue, Columbus, Ohio 43209 (the "Developer").

WITNESSETH:

WHEREAS, the Developer has acquired fee simple title to the real property depicted on Exhibit A attached hereto (the "Property"), and intends to construct or cause to be constructed on the Property an approximately 134,093 square feet, three to five-story mixed-use development consisting of up to thirty-one (31) condominium dwelling units, three (3) condominium town homes, street level commercial retail and professional offices (the "Project") as described in Exhibit B attached hereto; and

WHEREAS, the development of the Project will necessitate and will be enhanced by the construction of certain public infrastructure improvements (the "Public Infrastructure Improvements") described in Exhibit C attached hereto; and

WHEREAS, the City agrees that the Public Infrastructure Improvements will directly benefit the Project, and the City desires the Developer to construct and install the Public Infrastructure Improvements; and

WHEREAS, the City Council by its Ordinance No. 91-04 (the "TIF Ordinance") adopted January 25, 2005 designated an area of the City as an "incentive district" as defined in Ohio Revised Code §5709.40, the boundaries of which proposed "incentive district" are fully described in Exhibit D and which include the Project; and

WHEREAS, in order to enable the Public Infrastructure Improvements to be constructed, the City and the Developer desire to enter into this Agreement; and

WHEREAS, in order to facilitate the administration of this Agreement, the City may act through its Mayor, its Auditor, its Service Director, its Development Director, or any combination of the foregoing (singly or in any combination, the "City Representative");

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and to induce the acquisition and construction of the Public Infrastructure Improvements, the City and the Developer hereto agree as follows:

Section 1. Construction of Public Infrastructure Improvements.

(a) Compliance with Laws, Regulations and Policies. In the construction of the Public Infrastructure Improvements, the Developer agrees to comply with all applicable statutes, ordinances, regulations and rules of the government of the United States of America, the State, the County of Franklin and the City.

(b) Construction Documents. The Developer covenants and agrees that the construction, improvement and equipping of the Public Infrastructure Improvements will be accomplished in accordance with the terms of construction documents required by the City Representative, including but not limited to working drawings, plans and specifications (the "Construction Documents") approved by the City Representative, as those Construction Documents may be revised or supplemented from time to time, provided such revisions or supplements are approved by the City Representative.

(c) Prevailing Wage. The City and the Developer acknowledge and agree that the Public Infrastructure Improvements are subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed on the Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The City and the Developer shall comply, and the Developer shall require compliance by all contractors and shall require all contractors to require compliance by all subcontractors working on the Public Infrastructure Improvements, with all applicable requirements of that Chapter 4115.

(d) Invitations to Bid. This Agreement requires that the Developer issue an invitation to bid on the construction components of the Public Infrastructure Improvements by trade craft through public notification, and that the bids be read aloud in a public forum. Such must be done prior to the distribution of any funds hereunder. The Developer shall determine the best bids (which need not be the lowest bids).

(e) Awarding of Contracts. After the Construction Documents have been reviewed and approved by the City Representative, the Developer shall select a contractor or contractors acceptable to the City Representative and submit the executed contract or contracts to the City Representative.

(f) Traffic Control Requirements. During the construction of the Public Infrastructure Improvements, the Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to maintain traffic properly and safely. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the "Ohio Manual of Traffic Control Devices for Construction and Maintenance Operation."

(g) Security for Performance. The Developer shall require all contractors performing work to furnish prior to commencement of construction of the Public Infrastructure Improvements either a surety bond or a letter of credit to guarantee

completion of the Public Infrastructure Improvements or portion thereof being constructed by that contractor. Each surety bond or letter of credit must be approved by the City Representative prior to the commencement of construction. Each surety bond or letter of credit must equal to cost of construction as estimated by the Developer and approved by the City Representative, and each surety bond or letter of credit shall name the Developer and the City as respective obligees in the form provided by Ohio Revised Code §153.57. A maintenance bond, certified check or a letter of credit acceptable to the City Representative and in the amount of five percent (5%) of the preliminary estimated or final construction cost shall be provided by the Developer for a period of one year beginning with the date of acceptance of the Public Infrastructure Improvement by the City Representative.

(h) Public Use. Upon satisfactory completion as determined by the City Representative, the Developer agrees to dedicate for public use the Public Infrastructure Improvements, such dedication to be in the form of a formal dedication, a conveyance or by easement, and in accordance with this Agreement. Upon dedication for public use of the Public Infrastructure Improvements, the original engineering drawings shall become the property of the City.

(i) Equal Opportunity Clause. The Developer will, in all solicitations or advertisements for contractors, material men and employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer shall require all contractors and subcontractors to include in each contract a summary of this equal opportunity clause.

(j) Insurance Requirements. The Developer shall require all contractors and subcontractors to take out or cause to be taken out and maintained until such time as that contractor or subcontractor has completed its portion of the work, such insurance as is required by the Construction Documents, which insurance shall protect the Developer and the City and any contractor or subcontractor performing work covered by this Agreement from the types of claims for damages as set forth in the Construction Documents. Such insurance policy or policies shall include the Developer and the City as additional named insureds. Such insurance policies shall further provide that any attorney fees accruing or payable with respect to a claim under such policy shall be paid by the insurer and shall not count against the coverage limits of such policy. Prior to commencement of the work by any contractor or subcontractor, such contractor or subcontractor, as the case may be shall provide to the Developer and the City an original certificate of insurance as proof of such insurance coverage.

Such insurance shall remain in full force and effect until the work is completed. Insurance may not be changed or canceled unless all insureds, including the Developer and the City, are notified in writing not less than thirty days prior to such change or cancellation.

(k) City Income Tax Withholdings. The Developer shall withhold and pay, shall require all contractors to withhold and pay, and shall require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with

respect to wages, salaries, commissions and any other income subject to the City income tax.

(l) Compliance with Occupational Health and Safety Act of 1970. The Developer and all contractors and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

(m) Provision of Security for Mechanic's Liens. To the extent any material man, contractor, or subcontractor files and records a mechanic's lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security required by Ohio Revised Code §1311.11 to cause that mechanic's lien to be released of record with respect to the Public Infrastructure Improvements.

(n) Completion Date. All Public Infrastructure Improvements shall be completed within a period of one year from the date of this Agreement, which is hereby fixed by the City as a reasonable period, but an extension of time may be granted if approved by City Council.

(o) Inspection and Administration Costs. Prior to the commencement of construction of the Public Infrastructure Improvements, the Developer shall pay to the City an inspection and administration costs deposit equal to ten percent (10%) of the cost of construction as estimated by the Developer and approved by the City Representative. The payment shall be used by the City to defray the costs of inspection and administration under this Agreement. Should all deposits be expended, the City will cause all inspections to cease and desist immediately until additional required deposits have been made to the City Representative and certified by the City Representative. Upon completion and acceptance of the Public Infrastructure Improvements, any unexpended balance remaining from such deposit or deposits shall be refunded within thirty (30) days after receipt of written request from Developer. A professional engineering firm has been retained by the City to provide full-time construction inspection services to assure that the Public Infrastructure Improvements are installed in accordance with the Signed, Approved Plans and Specifications and City Ordinances. Also included as part of these services will be the preparation of the Record "As-Built" Drawings as well as GIS and Atlas updates.

The Developer agrees that the deposit may be used by the City to cover the costs of these services and services performed by City employees. If the initial deposit is exceeded because of unforeseen circumstances resulting in greater effort or longer effort being expended, the Developer will be required to deposit additional funds to reimburse those additional costs. Upon completion and acceptance (after the one year warranty has been satisfied) the Developer will be entitled to any unused deposits.

(p) Preconstruction Conference. Before construction starts, a preconstruction conference will be held to discuss anticipated problems, scheduling, inspection requirements, permits, administrative procedures, and related issues. At this time, the

Developer will submit a written job schedule, the name of the Contractor(s) and verification that the Contractor is licensed to perform work in the City.

Section 2. Payment for Public Infrastructure Improvements. The Developer and the City agree that reimbursement to the Developer for completed Public Infrastructure Improvements shall be paid solely as provided in this section and only so long as the Developer is in compliance with this Agreement. Upon adoption of the TIF Ordinance, the City agreed to create a municipal public improvement tax increment equivalent fund (the "TIF Fund") into which shall be deposited service payments received by the City pursuant to Ohio Revised Code §5709.42. Provided the Developer executes and files a tax increment financing exemption application (currently DTE Form 24) with the Franklin County Auditor no later than August 1, 2006, the Developer shall be reimbursed for the costs of completed Public Infrastructure Improvements beginning August 1, 2007 or on the next succeeding first day of August after completion of the Public Infrastructure Improvements and continuing annually thereafter until the costs of the Public Infrastructure Improvements, as those costs are limited in Exhibit C, have been paid to the Developer. The reimbursement payments shall be paid solely from the TIF Fund. Each annual reimbursement payment shall be the lesser of (i) fifty percent (50%) of the costs of the Public Infrastructure Improvements, and (ii) ninety percent (90%) of the amount received in the TIF Fund in that year that is attributable to the Property and that is not distributed to the Bexley City School District in accordance with Ohio Revised Code §5709.43(C).

Section 3. Certain Representations, Warranties, Covenants and Agreements of the City. The City represents and warrants as of the date of deliver of this Agreement that:

- (a) It is a municipal corporation existing under the Constitution and laws of the State.
- (b) It has been authorized by its City Council to execute, deliver, observe and perform this Agreement. .

Section 4. Certain Representations, Warranties, Covenants and Agreements of the Developer. The Developer represents and warrants as of the date of delivery of this Agreement that:

- (a) The Developer (i) is an Ohio limited liability company duly organized, validly existing and in good standing under the laws of the State of Ohio and (ii) has all requisite power and authority and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.
- (b) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Developer threatened, against or affecting the Developer in any court or before any governmental authority or arbitration board or tribunal which involve the reasonable probability of materially and adversely affecting the transaction

contemplated by this Agreement or the ability of the Developer to perform its obligations under this Agreement.

(c) The execution and delivery by the Developer of this Agreement and the compliance by the Developer with all of the provisions hereof (i) are within the authority and powers of the Developer, (ii) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, articles of organization, operating agreement or other instrument to which the Developer is a party or by which it or its assets may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Developer or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of the Developer.

(d) No event has occurred and no condition exists with respect to the Developer that would constitute a default under this Agreement or which, with the lapse of time or with the giving of notice or both, would become an Event of Default under this Agreement.

(e) The Developer covenants and agrees that it will maintain its legal existence until its obligations contained in this Agreement have been satisfied.

(f) The Developer shall indemnify, defend and hold harmless the City, its agents, and employees from and against any and all suits or claims for damages or losses arising or allegedly arising out of, or resulting from performance of the work by the Developer, its contractors, subcontractors, agents, employees or representatives, including the payment of attorneys' fees and expenses incurred in connection with that defense. The Developer shall require that all contractor agreements and subcontractors' agreements, include indemnification language as set forth in the preceding sentence. The Developer shall promptly reimburse the City and its successors and assigns for any cost, expense or attorneys' fees incurred on account of any such suit or claim incurred in enforcing the terms of this Agreement. This indemnification provision is agreed by the Developer to waive the Developer's immunity, if any, as a complying employer under Section 35, Article II of the Ohio Constitution and Worker's Compensation laws of the Ohio Revised Code from indemnifying and holding the City harmless from claims by employees, agents or contractors of the Developer.

(g) The Developer warrants that it will cause to be exercised in the performance of the work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Central Ohio. The Developer further warrants that each phase of the work shall be free from defects in materials and workmanship (without regard to the standard of care exercised in its performance) for a period of one year after final written acceptance of the phase of the work.

Section 5. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if

hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. The present addresses of the parties follow:

(a) To the Developer at: Bexley Gateway Plaza, Ltd.
3016 Maryland Avenue
Columbus, Ohio 43209
Attention: Laurence G. Ruben

with a copy to: _____

(b) To the City at: City of Bexley
2242 East Main Street
Bexley, Ohio 432090
Attention: Mayor

with a copy to: James H. Gross
City Attorney
Vorys, Sater, Seymour and Pease LLP
52 E. Gay Street, P.O. Box 1008
Columbus, OH 43216-1008

Section 6. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio. The Developer shall require all contractors and subcontractors to include in each contract a consent to the terms of this provision.

(b) Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

(c) Headings. The captions and headings contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

(d) Amendments. This Agreement may only be amended by written instrument executed by the parties to this Agreement and, to the extent the Developer's Project, or any portion thereof, is transferred to third parties, such third parties with respect to any amendments as of and after the date they have acquired fee simple title to all, or a portion of the Project.

(e) Assignment. Developer shall not sell, transfer or assign this Agreement, without the prior written consent of the City.

(f) Successors. This Agreement shall be binding upon the Developer and its respective beneficiaries, successors and assigns and upon the City and its respective successors and assigns, including successive as well as immediate successors and assigns. Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto and their successors or assigns any rights or remedies under or by reason of this Agreement.

(g) Severability. If any section or provision of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of the parties hereto that if any provision of the Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

(h) Relationships. Nothing contained in this Agreement shall be deemed to create an employee, agency, partnership or joint venture relationship by and between or among the parties herein.

(i) Incorporation by Reference. All exhibits described in this Agreement and attached hereto are incorporated by reference and shall become a part of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by their duly authorized representatives, as of the date herein above written.

CITY OF BEXLEY, OHIO

BEXLEY GATEWAY PLAZA LTD.

By: _____
David H. Madison, Mayor

By: _____
Laurence G. Ruben, Managing Member

By: _____
Gary W. Qualmann, City Auditor

Approved as to form:

By: _____
James H. Gross
City Attorney

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____ 2005, by David H. Madison, the Mayor of the CITY OF BEXLEY, OHIO, a municipal corporation and political subdivision of the State of Ohio, who acknowledged the execution of the foregoing instrument as such officers of said City, and that the same is his or her voluntary act and deed on behalf of said City and the voluntary and corporate act and deed of said City.

Notary Public

Commission Expiration: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2005, by Laurence G. Ruben, managing member of BEXLEY GATEWAY PLAZA LTD., an Ohio limited liability company, who acknowledged that he did sign said instrument, for and on behalf of said company; that the same is his free act and deed, and the free act and deed of said company.

Notary Public

Commission Expiration: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Bexley, Ohio (the "City") under the aforesaid Infrastructure Agreement, hereby certifies that the moneys required to meet the obligations of the City during the year 2005 under the aforesaid Infrastructure Agreement have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code §§5705.41 and 5705.44.

Dated: _____, 2005

City Auditor

EXHIBIT A

PROPERTY

Legal Description

Lot 3-4 & PT AL VAC VS Julian Sub, Lot 5 Julian Sub 1-2, All Lot 6 PTS 5 & 7 Julian Sub, VS Julians 7-8 27.5 FT NS 7 & 22.5 FT SS 8, Powells 3 Julians Sub 8 (See Attached).

Parcel Numbers

PID 020-000380, 020-002746, 020-000260, 020-004729, 020-001820, 020-000216
Also known as: 2154 E. Main St., 508 S. Parkview Ave., 502 S. Parkview Ave., 492 S. Parkview Ave., Bexley, Ohio 43209

Narrative of Location of Property

1.567+/- acres situated at northeast intersection of S. Parkview Avenue and East Main Street.

December 7, 2004

1.567 ACRES

Situated in the State of Ohio, County of Franklin, City of Bexley, being all of Julian's Subdivision, as same is delineated upon the recorded plat thereof, of record in Plat Book 5, Page 185, Recorder's Office, Franklin County, Ohio, part of Lot 3 of Eugene Powell's Subdivision of Lots Nos. 52, 53, and 54 of Rownd and Knauss' Park View Subdivision, as same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 239, said Recorder's Office, and all of the 0.109 Acre tract conveyed to Bexley Gateway Plaza Ltd. by Instrument No. 200411180264672, said Recorder's Office, and being more particularly described as follows:

Beginning at a MAG nail set at the Southwest corner of said Lot 1 of Julian's Subdivision, being the intersection of the north line of East Main Street (80 feet wide) with the east line of South Parkview Avenue (80 feet wide);

Thence, along the west line of said Julian's Subdivision, part of the west line of Lot 3 of said Eugene Powell's Subdivision, and the east line of said South Parkview Avenue, North 01° 48' 38" East, 362.69 feet to a found 1 inch iron pipe;

Thence, across said Lot 3, South 88° 54' 44" East 189.72 feet to a set iron pipe at the northeast corner of said 0.109 acre tract (passing found iron pipes at 169.93 feet and 181.72 feet, respectively);

Thence, along the east line of said 0.109 Acre tract, South 01° 48' 44" West, 356.69 feet to an iron pipe set at the intersection of said line with the north line of said East Main Street, at the southeast corner of said 0.109 Acre tract;

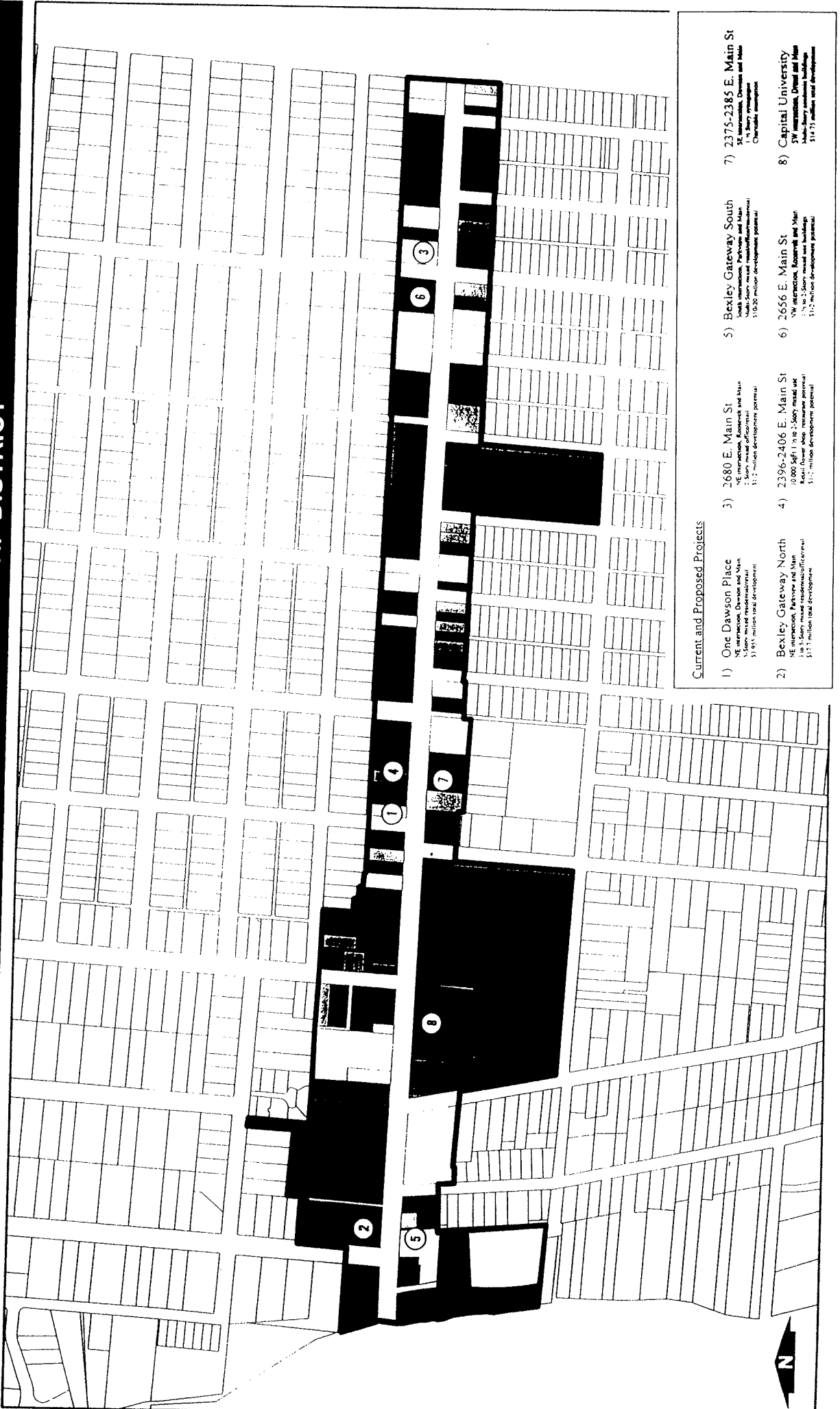
Thence, along the south line of said 0.109 tract, south line of said Julian's Subdivision and the north line of said East Main Street, WEST, 189.80 feet to the place of beginning **CONTAINING 1.567 ACRES** (passing a found pinchtap iron pin at 8.01 feet, MAG nail at 13.91 and a 1" iron pin at 19.80 feet, respectively) subject however, to all legal highways, easements, leases and restrictions of record, and of records in the respective utility offices.

The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in December 2003. Iron pipes set are 30"x1" (O.D.) with orange plastic caps inscribed "P.S. 6579". Bearings are based on the north line of East Main Street held as **WEST**.

MYERS SURVEYING COMPANY, INC.

Matthew D. Farley, P.S. #7566.

PROPOSED MAIN STREET TIF DISTRICT



Current and Proposed Projects

- 1) **One Dawson Place**
NE Intersection, Dawson and Main
1.5-acre mixed residential/office use
33,845 sq ft total development
- 2) **Bexley Gateway North**
NE Intersection, Parkview and Main
1.5-acre mixed residential/office use
3.5 million total development
- 3) **2680 E. Main St**
NE Intersection, Koozick and Main
1.5-acre mixed office use
1.2 million development potential
- 4) **2396-2406 E. Main St**
10,000 sq ft 1.1-acre 2-story mixed use
Koozick/Flower shop resource potential
1.1 million development potential
- 5) **Bexley Gateway South**
South Intersection, Parkview and Main
1.5-acre mixed residential/office use
3,000 million development potential
- 6) **2656 E. Main St**
NW Intersection, Koozick and Main
1.5 to 2.5-acre mixed use buildings
3.2 million development potential
- 7) **2375-2385 E. Main St**
SE Intersection, Dawson and Main
1.5-acre mixed use
Charitable, transportation
- 8) **Capital University**
SW Intersection, Drexel and Main
1.5-acre 7-story academic building
31.75 million total development

EXHIBIT B

PROJECT

Description

The developer (Bexley Gateway Plaza Ltd) plans to redevelop the 1.567+/- acre site with an approximately 134,093 square feet, 3 to 5-story mixed retail/office/residential development. 110,537 square feet (76%) of the building area is dedicated to full-time residential uses consisting of up to thirty-four (31) condominium dwelling units ranging from \$260,000 to \$1-million, resident parking and lobbies in a new 5-story structure and three (3) town homes, all fronting S. Parkview. The remaining 23,556 square feet (24%) is provided for commercial uses all fronting E. Main Street. 7,852 square feet of street level retail space will be created. As much as 15,704 square feet of professional office space will be stacked on top of retail development. The subject property is zoned Mixed Use Commercial (MUC) and located within the coterminous boundaries of the established Main Street Redevelopment, Community Reinvestment Area (CRA) and Tax Increment Finance (TIF) districts.

Capital Investment

Land/Building Acquisition	\$ 1,700,000
Construction of New Building	<u>\$16,000,000</u>
Total	\$17,700,000

TIF Potential of New Construction

Reimbursement payments to the Developer for completed Public Infrastructure Improvements shall be paid solely from the TIF revenues. Each annual reimbursement payment shall be the lesser of (i) 50% of the costs of the Public Infrastructure Improvements, and (ii) 90% of the TIF revenues in that year that are attributable to the Project and that are not distributed to the Bexley City School District in accordance with Ohio Revised Code Section 5709.43(C).

The amount of incremental increases in taxable value from the Project is estimated to generate annual tax increment revenues within 13-years after Project completion to satisfactorily “rebate” the Developer for constructing and dedicating all the necessary and appropriate Public Infrastructure Improvements.



E. MAIN STREET AT PARKVIEW AVENUE

Bexley Gateway North - Mixed Retail/Office/Residential Development Project, 2154 East Main Street and 508, 502, 492 S. Parkview Avenue

TIF Potential of New Construction

Assumptions: Real property tax on project build-out valued at: **\$ 16,000,000**
 CRA tax abatement on real property (building only) improvements.
 Construction starts in 1 and completed year ending 2.
 100% TIF beginning in 1, for 30-years, through 2034.

Year	Land Present Value (A)	Land Purchase Price (B)	Land Value Added (B - A)	Building Construction Value (C)	Appraised Value (B - A + C)	Assessed Value (35% of appraised)	Franklin County	Bexley Schools	City	Total Property Tax Revenue	Tax Abatement		TIF Revenue (100%)**	Developer "Rebate" 90%
							9.935897 13.444070	59.001120 79.833280	4.229761 5.723207	73.166778 99.000557	Rate	Value *		
1	\$668,900	\$1,700,000	\$1,031,100	\$ -	\$ 1,031,100	\$ 360,885	\$ 3,501	\$ 20,787	\$ 1,490	\$ 25,778	0%	\$ -	\$ 25,778	\$ 4,491.75
2	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
3	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
4	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
5	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
6	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
7	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
8	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
9	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
10	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
11	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
12	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 40,798.90
13	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	\$ 26,891.31
14	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	
15	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	
16	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	50%	\$191,643	\$ 234,144	
17	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
18	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
19	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
20	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
21	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
22	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
23	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
24	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
25	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
26	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
27	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
28	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
29	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
30	\$668,900	\$1,700,000	\$1,031,100	\$16,000,000	\$17,031,100	\$ 5,960,885	\$ 57,821	\$ 343,351	\$ 24,615	\$ 425,787	0%	\$ -	\$ 425,787	
\$ 480,171.00														

TIF Potential [Non-School Millage Less Tax Abatement]:

	County	Schools	City	Total
100% , 5 years	\$ 130,686		\$ 55,634	\$ 186,319
100% , 10 years	\$ 289,667		\$123,313	\$ 412,980
100% , 15 years	\$ 448,649		\$190,992	\$ 639,640
100% , 20 years	\$ 711,729		\$302,987	\$1,014,715
100% , 25 years	\$1,000,834		\$426,060	\$1,426,894
100% , 30 years	\$1,289,939		\$549,133	\$1,839,073

% Share of TIF: County 70.14%, Schools 29.86%, City 100.00%

The property tax rates are for Franklin County Tax District 020 (City of Bexley/Bexley City School District), 2004 rates for 2005. Rollback of 10% has been deducted. Note that the State refunds the rollback to local taxing entities thus the tax estimates here understate tax revenues. This 90% approach is the most conservative analysis.

Note: *76% of the project is dedicated to (and taxed as) residential uses. The remaining 24% is provided for (and taxed as) commercial uses.

**TIF Revenue (aka "non-abated" real property taxes) = Total Property Tax Revenue - Tax Abatement Value.

***Each annual reimbursement payment shall be the lesser of (i) 50% of the costs of the Public Infrastructure Improvements, and (ii) 90% of the TIF Revenue in that year that is attributable to the Project and that is not distributed to the School District in accordance with ORC 5709.43(C).

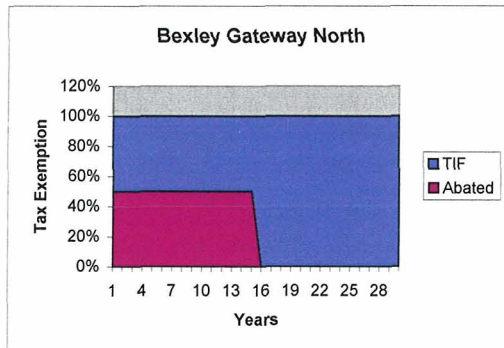


EXHIBIT C

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The pages that follow include detailed plans and specifications for the Public Infrastructure Improvements that will benefit the Property.

A certified engineer's estimate of construction cost is included for a total estimated cost of \$480,171.00 for the Public Infrastructure Improvements to be completed by the Developer pursuant to this Agreement.

The cost of the Public Infrastructure Improvements to be reimbursed to the Developer under this Agreement shall not exceed the estimated cost by any more than ten percent (10%), for a maximum amount of \$528,188.00.

GENERAL NOTES:

Specifications: The latest edition (2002) of the City of Columbus Construction and Material Specifications (CMSC), together with the requirements of the City of Bexley, Ohio, including all supplements thereto, in force on date of the contract shall govern all materials and workmanship involved in the improvements shown on these plans except as such specifications are modified by the following specifications, or by the construction details set forth herein.

Additional Compensation: The contractor shall furnish all labor, materials, tools, equipment, services, and related accessories for a complete project as shown and described in the plans and specifications. The price for items of work or materials shown on the plans or provided for in the specifications or special provisions for which no separate unit price is given shall be bid as per plans and the costs distributed among the various bid items. Submission of a bid shall be considered evidence that the bidder is satisfied with the plans and conditions as shown. No additional compensation will be paid to the contractor for compliance with the plans, specifications, or special provisions.

Permits: The Contractor shall obtain all necessary permits and licenses needed for construction of this project.

Safety Requirements: The Contractor and Subcontractor shall be solely responsible for complying with all Federal, State and Local safety requirements. Together with exercising precautions at all times for the protection of persons (including employees) and property, it is also the sole responsibility of the Contractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the work.

The Contractor shall follow the OSHA requirements for "confined space entry," Title 29 of the Code of Federal Regulations, Part 1910.148 while performing work inside any manhole or other permit required of confined spaces.

OSHA Notification: The Contractor shall cause notice to be given to the Ohio Utilities Protection Service (telephone number 614-362-2764, TDD) and to the owners of the utility facilities shown on the plan who are not members of a registered underground protection service in accordance with Section 153.64 of the Revised Code. Said notices shall be given at least two (2) working days prior to the start of construction.

Dorothy Pritchard
City of Bexley
2242 E. Main Street
Bexley, OH 43209
(614) 235-8694

Lyne Whittamore
Columbus Gas of Ohio
150 E. Gay Street, Room 6C
Columbus, OH 43212
Ph. 460-2170

Connie Horne
American Electric Power
850 Tech Center Drive
Columbus, OH 43230-6829
(614) 552-1183

Time Warner Cable
17260 Dublin Road
P.O. Box 2553
Columbus, OH 43216
(614) 481-5304

Rod Slonekar
S&C/Americitech
150 E. Gay Street, Room 6C
Columbus, OH 43215
(614) 683-6817

Yaeght Communications
3720 E. Livingston Avenue
Columbus, OH 43227
(614) 236-1292

The identity and location of existing underground utility facilities known to be in the construction area have been shown on the plans as accurately as provided by the owner of the utility. The City of Bexley and/or the Engineer assumes no responsibility as to the accuracy of the locations or the depths of the underground facilities whether shown on the plans or not. If damage is caused, the Contractor shall be responsible for repair of the same and for any resulting contingent damage.

Support, protection and restoration of all existing utilities and appurtenances shall be the responsibility of the Contractor. The cost of this work shall be included in the price bid for the various items.

The Contractor shall expose any existing underground utility or structures (private or public) indicated on the plans sufficiently in advance of laying the proposed storm or sanitary sewer line in order to verify the proposed location, elevation and material type. Cost to be included in the price bid for the various related items. Requests for extra compensation for the delay or loss of productivity caused by these crossings will be denied.

Deviation Datum: Deviations shown on these plans are based on MVD 1929 Datum.

Benchmark: The Contractor shall carefully preserve benchmarks, property corners, reference points, stakes, and other survey reference monuments or markers. In case of theft or careless destruction, the Contractor shall be responsible for restorations. Resetting of markers shall be performed by an Ohio Registered Surveyor as approved by the City Engineer.

Miscellaneous Work: All items of work called for on the plans for which no specific method of payment is provided shall be performed by the Contractor and the cost of same shall be included in the price for the various related items.

Additional Compensation: The contractor shall furnish all labor, materials, tools, equipment, services, and related accessories for a complete project as shown and described in the plans and specifications. The price for items of work or materials shown on the plans or provided for in the specifications or special provisions for which no separate unit price is given shall be bid as per plans and the costs distributed among the various bid items. Submission of a bid shall be considered evidence that the bidder is satisfied with the plans and conditions as shown. No additional compensation will be paid to the contractor for compliance with the plans, specifications, or special provisions.

Sanitary Facilities: The Contractor shall furnish and maintain sanitary convenience facilities for the workmen and inspectors for the duration of the work.

NOTE
ALL EXISTING TOPOGRAPHICAL INFORMATION, PROPERTY LINES, RIGHT-OF-WAY, AND UTILITIES WERE PROVIDED BY MYERS SURVEYING.

UNDERGROUND UTILITIES
TWO WORKING DAYS BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST PRE-REGISTER DIRECTLY

PLANS PREPARED BY:
E. P. FERRIS
AND ASSOCIATES
INC.
CONSULTING CIVIL ENGINEERS AND SURVEYORS
800 OHIO AVENUE
COLUMBUS, OHIO 43212
(614) 299-2999



BENCH MARKS
MVD 1929 Datum

BM NO. 1 ELEV. 769.86
MAG Nail set in N side of pole on N side of Main St.
225± E of Parkview Ave.

BM NO. 2 ELEV. 772.63
MAG Nail set in W side of pole 225± E of Parkview Ave.
and 210± N of Main St.

INDEX MAP
1" = 50'

TITLE SHEET 1
GENERAL NOTES 2
GRADING & UTILITY 3-4
STORM SEWER PROFILES 5
SANITARY SEWER PROFILES 6
DETAILS 7

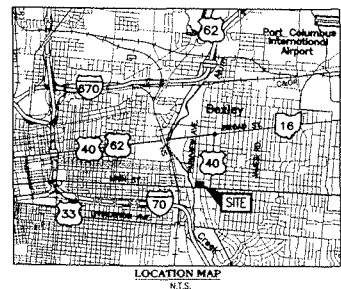
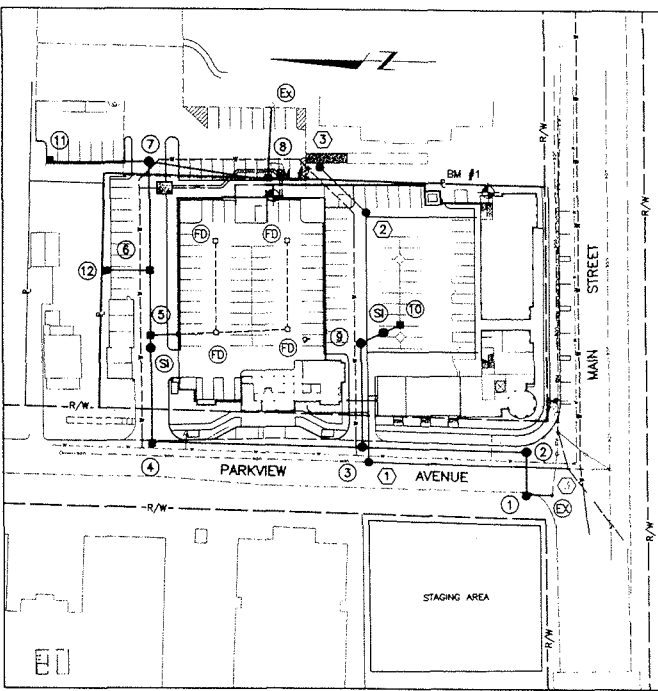
REVISIONS

Rev. No.	Date	Description	Approved By

E. P. Ferris 4-26-05
Edward P. Ferris, P.E., P.S.
Registered Engineer No. 32044

Private Site Improvement Plan
BEXLEY GATEWAY

City of Bexley
Franklin County, Ohio
2005



ESTIMATE OF QUANTITIES

ITEM	UNIT	QUANTITY	DESCRIPTION
201	LUMP	SUM	CLEARING AND GRUBBING
202	LUMP	SUM	STRUCTURES REMOVED
202	L.F.	202	CURBS AND GUTTER REMOVED
202	S.F.	408	PAVEMENT REMOVED
202	SUM	SUM	LIGHT POLE REMOVED AND REINSTALLED TO GRADE
202	EACH	18	PARKING BLOCKS REMOVED, STORED, AND REUSED
203	LUMP	SUM	EXCAVATION
203	LUMP	SUM	EXCAVATION
207	EACH	12	INLET PROTECTION
207	L.F.	576	FILTER FABRIC FENCE
207	C.Y.	75	STABILIZED CONSTRUCTION ENTRANCE
202	C.Y.	137	PERMANENT PAVEMENT REPLACEMENT TYPE I
253	S.Y.	408	TEMPORARY PAVEMENT REPLACEMENT TYPE I
304	C.Y.	460	#2 STONE
304	C.Y.	580	AGGREGATE BASE
402	TON	443	ASPHALT CONCRETE
404	TON	443	ASPHALT CONCRETE
604	EACH	7	MANHOLE TYPE "A"
604	EACH	1	MANHOLE TYPE "A" W/ OUTSIDE DROP
604	EACH	4	STANDARD CATCH BASIN
604	EACH	7	CURBS AND GUTTER INLET W/ STANDARD INLET GRATE
604	EACH	1	CURBS AND GUTTER INLET W/ MOUNTABLE INLET GRATE (AA-5179)
604	EACH	1	STANDARD CURB INLET
606	EACH	6	CURB RAMPS
606	L.F.	306	CONCRETE CURB AND GUTTER BRICK - (SEE ARCHITECTURAL/CITY OF BEXLEY FOR DETAILS)
609	L.F.	840	12" PIPE WITH TYPE I BEDDING WITH ITEM 912 COMPACTED GRANULAR MATERIAL
614	LUMP	SUM	MAINTAINING TRAFFIC
674	LUMP	SUM	MOBILIZATION
658	S.Y.	228	SEEDING & MULCHING
801	C.Y.	14	CONCRETE BLOCKING CLASS C
801	L.F.	628	8" DUCTILE IRON WATER PIPE AND FITTINGS, CLASS 53
802	EACH	2	8" VALVE AND APPURTENANCES
805	EACH	2	WATER SERVICE TAP COMPLETE - AS PER PLAN
805	EACH	1	3" WATER SERVICE TAP COMPLETE
805	EACH	1	12" WATER SERVICE TAP COMPLETE
808	EACH	1	RELOCATE 8" WATER LINE
809	EACH	1	FIRE HYDRANT, RELOCATED
809	EACH	1	FIRE HYDRANT
901	L.F.	243	8" SANITARY SERVICE
901	L.F.	52	8" SANITARY PIPE 220.01 WITH TYPE I BEDDING WITH ITEM 912 COMPACTED GRANULAR MATERIAL
901	L.F.	202	10" SANITARY PIPE 220.01 WITH TYPE I BEDDING WITH ITEM 912 COMPACTED GRANULAR MATERIAL
901	L.F.	166	12" SANITARY PIPE 220.00 WITH TYPE I BEDDING WITH ITEM 912 COMPACTED GRANULAR MATERIAL
901	L.F.	228	8" PIPE WITH TYPE I BEDDING (FOR DOWNSPOUTS) WITH ITEM 912 COMPACTED GRANULAR BACKFILL
901	L.F.	357	8" PIPE WITH TYPE I BEDDING WITH ITEM 912 COMPACTED GRANULAR BACKFILL
901	L.F.	23	12" PIPE WITH TYPE I BEDDING (FOR DOWNSPOUTS) WITH ITEM 912 COMPACTED GRANULAR BACKFILL
901	L.F.	48	12" PIPE WITH TYPE I BEDDING WITH ITEM 912 COMPACTED GRANULAR MATERIAL
901	L.F.	488	15" PIPE WITH TYPE I BEDDING WITH ITEM 912 COMPACTED GRANULAR MATERIAL
910	L.F.	36	PLAN CONCRETE ENCASEMENT OF 12" PIPE
915	EACH	7	CLEAN OUT W/ CASTING (FOR 8" STORM SEWER)
915	EACH	2	CLEAN OUT FOR 8" SANITARY SERVICE
SPEC	EACH	1	12" DRAIN, AS PER PLAN
SPEC	EACH	1	METER PIT, COMPLETE (4" METER & 3" METER) W/ SLUMP PUMP, COMPLETE
SPEC	LUMP	SUM	STAGING AREA, COMPLETE
SPEC	EACH	2	STORM INTERCEPTION, INTERSTENTION YS40 OR APPROVED EQUIV.
SPEC	LUMP	SUM	BASEMENT EXCAVATION/BUILDING PAD GRADING
SPEC	EACH	2	DRIVEWAY APPROACH, AS PER PLAN

NOTE: THE QUANTITIES HAVE BEEN DEVELOPED AS A MEANS FOR THE ENGINEER TO ESTIMATE A PRELIMINARY COST. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR OBTAINING THE REQUIRED QUANTITIES NECESSARY FOR THE COMPLETION OF THE PLAN IMPROVEMENTS.

STANDARD CONSTRUCTION DRAWINGS

CITY OF BEXLEY				CITY OF COLUMBUS			
SEWERAGE & DRAINAGE	SEWERAGE & DRAINAGE	DIVISION OF WATER	TRANSPORTATION	SEWERAGE & DRAINAGE	SEWERAGE & DRAINAGE	DIVISION OF WATER	TRANSPORTATION
BEX-02	05-30-02	AA-S100	12-15-93	AA-S128	05-18-97	L-8308	10-23-85
BEX-03	02-20-03	AA-S108	12-15-93	AA-S128	05-18-97	L-8310	10-23-85
BEX-04	02-20-03	AA-S107	12-15-93	AA-S133	12-15-93	L-8311	10-23-85
BEX-06 (MOD)	03-04-03	AA-S110	12-15-93	AA-S141	05-18-97	L-8312	05-11-94
BEX-07 (MOD)	03-04-03	AA-S111	05-16-97	AA-S149	12-15-93	L-8316	02-12-98
BEX-08	03-06-02	AA-S112	05-16-97	AA-S150	12-15-93	L-8317	04-07-94
BEX-10	12-04-03	AA-S117	12-15-93	AA-S151	10-03-97	L-7401	04-07-94
BEX-11	12-04-03	AA-S118	12-15-93	AA-S160	12-15-93	L-8502	11-25-85
BEX-12	12-04-03	AA-S120	12-15-93				
BEX-13	12-04-03	AA-S125	12-15-93				
BEX-16	03-04-03	AA-S126	05-16-97				

APPROVAL:

Signatures below signify only concurrence with the general purposes of the project. All technical details and the responsibility of the Engineer preparing the plans.

[Signature] 4/27/05
Reviewed on Behalf of the City of Bexley - EMHKT Date

[Signature] 4/16/05
Mayor, City of Bexley Date

[Signature] 4-27-05
Service Director, City of Bexley Date

DATE	REVISED	BY	REASON
1-26-05			

REVISION	DATE	BY	REASON

**Private Site
GENERAL NOTES
BEKLEY GATEWAY PLAZA**
Franklin County, Ohio
CITY OF BEKLEY

100 ONE HUNTER COLLEGE DRIVE, SUITE 1000, CINCINNATI, OHIO 45221 PH: (513) 298-2883 FAX: (513) 298-2883
E. P. PETERS AND ASSOCIATES, INC.

7
2

Water Main Mole: All water mains and installations shall be in accordance with the current rules and regulations of the City of Columbus, Division of Water.

Testing Procedure: All proposed water mains shall be tested in accordance with Section 801.12 of the City of Columbus "Construction and Material Specifications" (CMS).

Water Meters: All meter pits must conform to Standard Drawing L-7103, A & B for 5/8" through 1" meters or L-6317, A & B for 1 1/2" or larger meters.

Service Connection Permits: No service connection permits shall be issued by the City of Columbus, Division of Water.

Placement: Contractor shall maximize the distance between the storm sewer and connection made to any service line waterlines have been disturbed by the City of Columbus, Division of Water.

Signage: The separation of water mains and storm and sanitary sewer shall be in accordance with Ten State Standards B.5.2 and B.5.3.

Water Lines: All water lines shall be in accordance with AWWA C-600.

Pressure Testing: Pressure testing shall be in accordance with AWWA C-600.

Fire Hydrants: All fire hydrants shall be in accordance with AWWA and City of Bekley approved.

Pressure: The normal working pressure in water lines shall not be less than 35 psi.

Individual Booster Pumps: Individual booster pumps shall not be allowed for any individual service.

Disinfection: All water mains shall be disinfected in accordance with Section 801.13 of the City of Columbus, "Construction and Material Specifications" (CMS). Special attention is directed to applicable sections of AWWA C-651, (Section 7) for flushing (Section 5) and for chlorinating pipes and fire hydrants.

Operation of Existing Valves: Existing valves on the service water mains shall be operated by authorized personnel of the City of Bekley, Division of Water.

Non-Performance: In the event that it becomes necessary for the City to perform work of an immediate nature (such as the placement of borocases or placement of signs or other warning or protective devices) required of the Contractor by the contract because of failure or refusal of the Contractor to perform such work, the Contractor shall reimburse the City at the rate of 2.5 times the actual cost of labor, materials, and equipment necessary to perform such work. If the Contractor refuses or fails within a reasonable time to perform or cause the performance of such work, the City shall be reimbursed by the Contractor in the amount provided herein by way of a reduction from the performance or cause the performance of such work, the City shall be reimbursed by the Contractor in the amount provided herein by way of a reduction from the City.

Non-Block Tied Vehicles: No non-block tied vehicles shall be moved on the City.

Non-Block Tied Vehicles: No non-block tied vehicles shall be moved on the City.

Non-Block Tied Vehicles: No non-block tied vehicles shall be moved on the City.

Storage of Equipment and Material: The materials, including pipe, shall be stored within the public right-of-way or within fifty (50) feet of any intersecting street. The Engineer may require the Contractor to perform weekly street cleaning if excessive amounts of dirt and mud are left along the street. Contractor shall be allowed up immediately (same day) by the Contractor. The Engineer may require the Contractor to perform weekly street cleaning if excessive amounts of dirt and mud are left along the street. This may include removal by sweeping, power cleaning, or manual methods. The cost of this work shall be included in the various items, unless otherwise specified.

Conflicts: In all conflicts in grade between the water mains and gravity sewers, the water main shall be lowered during construction.

Excavation and Backfilling for Sewers: Excavation and backfilling for sewers shall comply with CMS Item 901 unless otherwise specified. The Contractor shall excavate all material from the site, hauler encouraged, including rock, and remove excess material from the site. The additional payment will be made for rock excavation. Blasting is not permitted.

Trench Backfill: Trench backfill shall be per CMS Item 901.1, and as detailed herein.

Backfilling: Backfilling shall be per CMS Item 901.1, and as detailed herein.

Backfilling: Backfilling shall be per CMS Item 901.1, and as detailed herein.

Area Restoration: All debris, rubble, unusable materials, and items not salvaged from the site by the contractor and disposed of properly. The Contractor shall restore disturbed areas to their original condition and elevation.

Inspection: Inspection shall be provided by the City of Bekley through funding provided by the developer. The City of Bekley Service Director will require at least 72 hours written notice before any work takes place.

Expose: All plan locations marked by EXPOSE or CALLING, the Contractor shall verify all utility locations and depths prior to the start of construction.

End Treatment: Immediately after placement of any conduit, the Contractor shall construct the end treatment required by the plans at both the outlet and inlet ends. This shall include headwalls, concrete, riprap, rock channel protection, seeding, etc.

DATE	REVISED	BY	REASON
1-26-05			

Permitted Public Right-of-Way: Payment for machine plastic per DOSD Std. Construction Drawing MS-5119. Payment for machine steps shall be included in the unit price bid for CMS Item 604, Manhole, Bypass.

Acceptance Testing: Acceptance testing (inverter, or infiltration/exfiltration) of all sanitary sewer shall require a 30-day waiting period from the date of final backfilling. This shall include all records established as part of final construction. Testing shall conform to the requirements of CMS Item 901.

Non-Performance: In the event that it becomes necessary for the City to perform work of an immediate nature (such as the placement of borocases or placement of signs or other warning or protective devices) required of the Contractor by the contract because of failure or refusal of the Contractor to perform such work, the Contractor shall reimburse the City at the rate of 2.5 times the actual cost of labor, materials, and equipment necessary to perform such work. If the Contractor refuses or fails within a reasonable time to perform or cause the performance of such work, the City shall be reimbursed by the Contractor in the amount provided herein by way of a reduction from the performance or cause the performance of such work, the City shall be reimbursed by the Contractor in the amount provided herein by way of a reduction from the City.

Non-Block Tied Vehicles: No non-block tied vehicles shall be moved on the City.

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Grades Changes: If it is determined that the elevation of the existing sewer, or existing sewers during construction, will intersect on existing sewer or underground utility if constructed as shown on the plan, the Engineer shall be notified before starting construction with the interference with an existing sewer which would be affected by the intersection with an existing facility.

Grades and Elevation: Grades and elevations shown on the plans shall not be revised under any circumstances without that obtaining written approval from the Engineer. Invert elevations shall not deviate from plan elevation by more than 0.05 foot. Falling to meet the above requirements is cause for rejection of the affected section of sewer.

Conflicts: In all conflicts in grade between the water mains and gravity sewers, the water main shall be lowered during construction.

Excavation and Backfilling for Sewers: Excavation and backfilling for sewers shall comply with CMS Item 901 unless otherwise specified. The Contractor shall excavate all material from the site, hauler encouraged, including rock, and remove excess material from the site. The additional payment will be made for rock excavation. Blasting is not permitted.

Trench Backfill: Trench backfill shall be per CMS Item 901.1, and as detailed herein.

Backfilling: Backfilling shall be per CMS Item 901.1, and as detailed herein.

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Water Meters: All meter pits must conform to Standard Drawing L-7103, A & B for 5/8" through 1" meters or L-6317, A & B for 1 1/2" or larger meters.

Service Connection Permits: No service connection permits shall be issued by the City of Columbus, Division of Water.

Placement: Contractor shall maximize the distance between the storm sewer and connection made to any service line waterlines have been disturbed by the City of Columbus, Division of Water.

Signage: The separation of water mains and storm and sanitary sewer shall be in accordance with Ten State Standards B.5.2 and B.5.3.

Water Lines: All water lines shall be in accordance with AWWA C-600.

Pressure Testing: Pressure testing shall be in accordance with AWWA C-600.

Fire Hydrants: All fire hydrants shall be in accordance with AWWA and City of Bekley approved.

Pressure: The normal working pressure in water lines shall not be less than 35 psi.

Individual Booster Pumps: Individual booster pumps shall not be allowed for any individual service.

Disinfection: All water mains shall be disinfected in accordance with Section 801.13 of the City of Columbus, "Construction and Material Specifications" (CMS). Special attention is directed to applicable sections of AWWA C-651, (Section 7) for flushing (Section 5) and for chlorinating pipes and fire hydrants.

Operation of Existing Valves: Existing valves on the service water mains shall be operated by authorized personnel of the City of Bekley, Division of Water.

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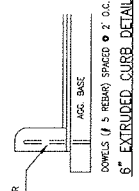
DATE	REVISED	BY	REASON
1-26-05			

WATER SERVICES ALONG MAIN STREET

City of Bexley shall install all 2" water services to a point located 5' north of the existing back of curb. Contractor shall be responsible to permit services from this point into the building. All work shall be paid for under Item 800-2-2 Water Services, Complete.

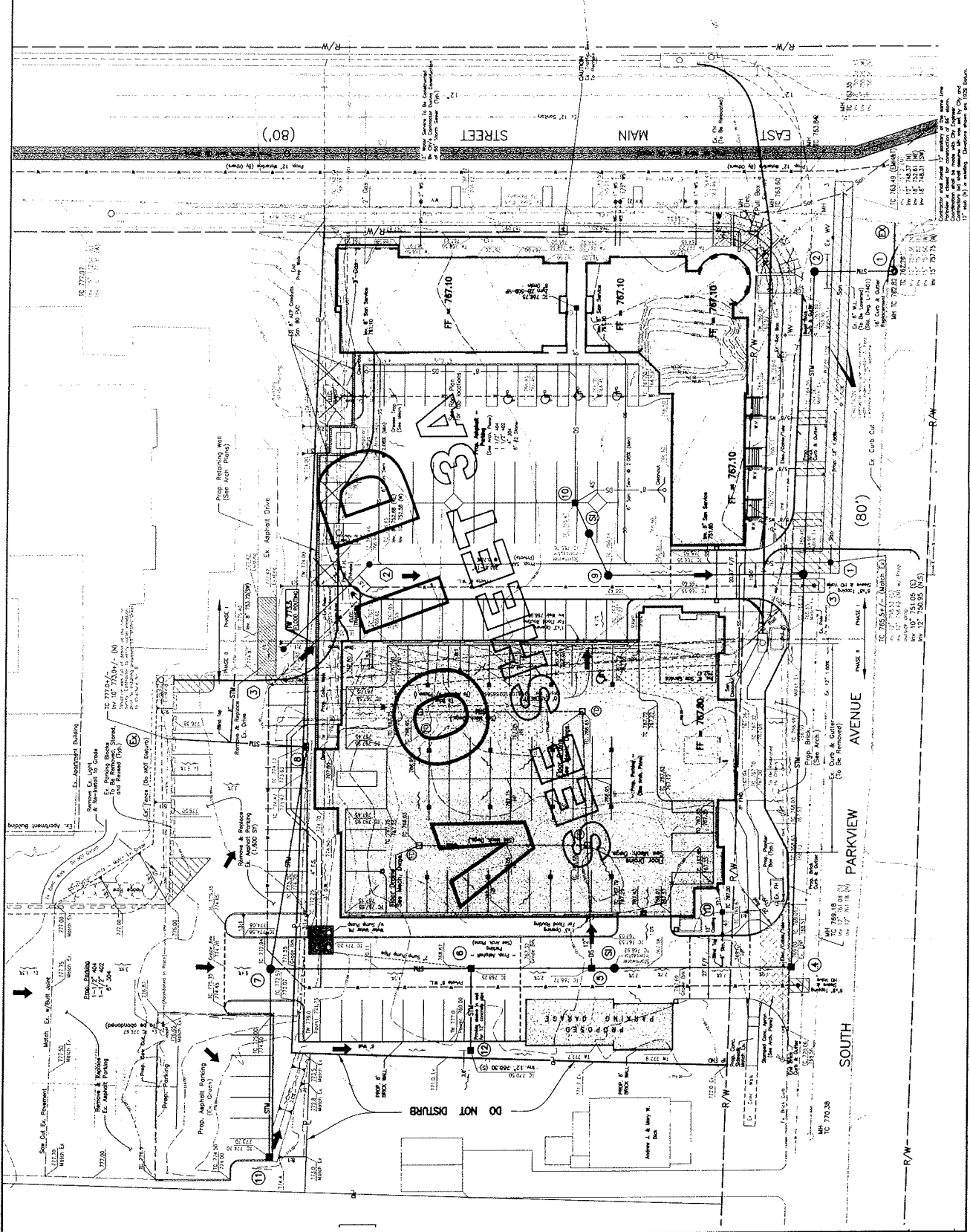
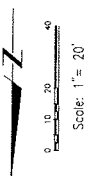
HEAVY DUTY PAVEMENT: Heavy Duty Pavement shall be placed in the drive east area of the south parking lot. Material thicknesses are as follows:
 2-1/2" 404*
 2-1/2" 402*
 4" 304*
 6" #2 Stone*

* Pavement thicknesses are subject to change based on the recommendation of the geotechnical report.



LEGEND

- Prop. Floor Drain (See Mech. Dept.)
- Prop. Catch Basin
- Prop. Manhole
- Ex. Utility Pole
- Ex. Gas Line
- Ex. Underground Telephone
- Prop. Downspout
- Prop. 6" Sanitary Sewer Service
- Prop. Water Service
- Flood Routing
- Ex. Drive (To Remain w/ Phase I)
- ▨ Permanent Pavement Replacement
- Ex. Asphalt Paving (Remove & Replace)



E. P. FERRIS AND ASSOCIATES, INC.
 100 ONE MONTE COLUMBO, ONE 4317 PM (R) 280-2800 Fax (614) 280-2922

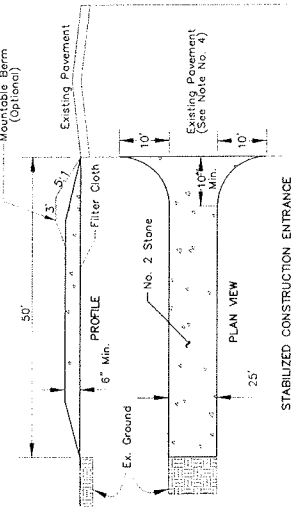
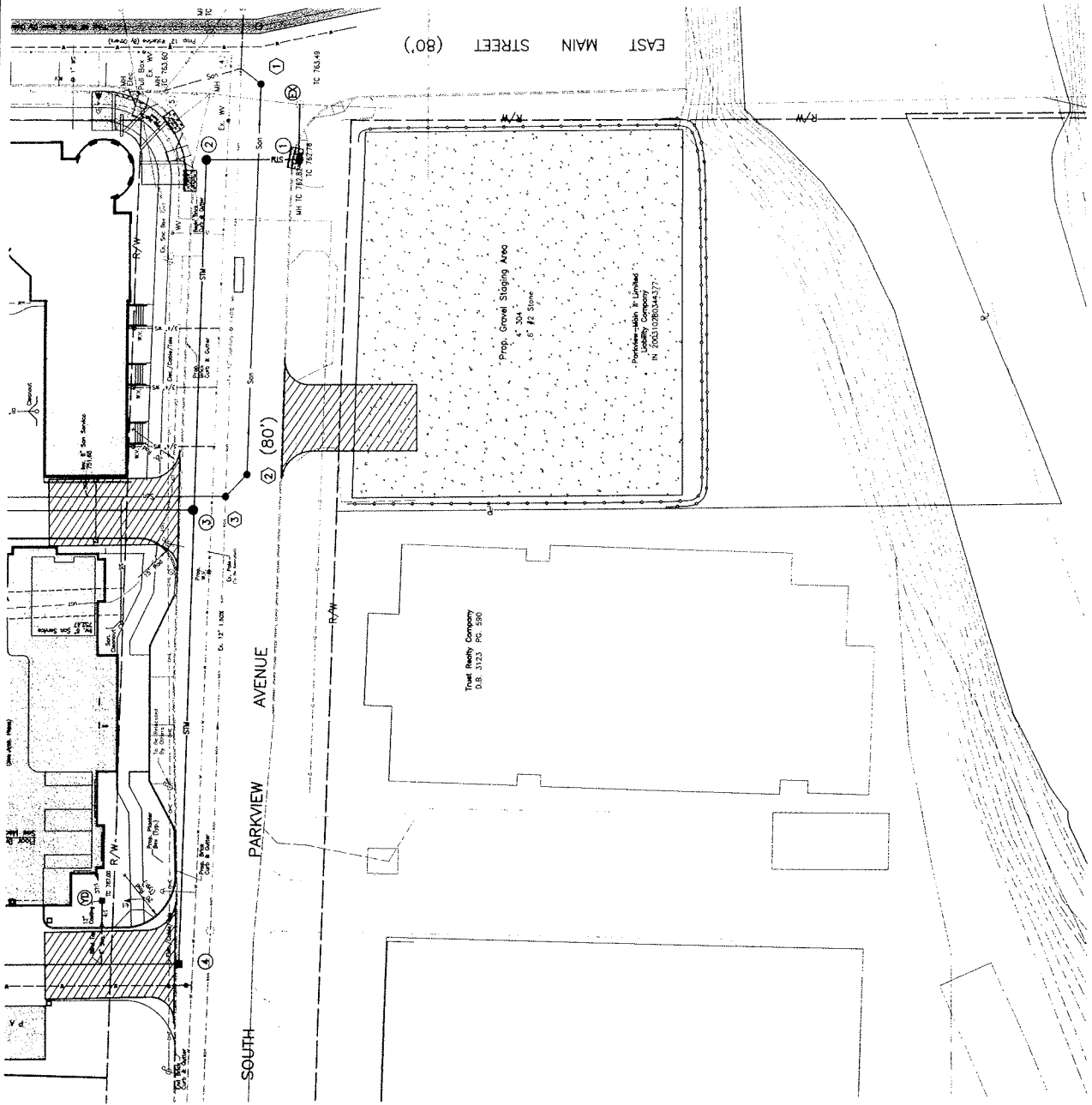
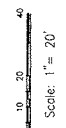
CITY OF BEXLEY
 Franklin County, Ohio

BEXLEY GATEWAY PLAZA
GRAVING & UTILITY PLAN
 Private Site Improvement Plan

DESIGNED	DATE	98802
CHECKED	DATE	
IN CHARGE	DATE	
DATE	DATE	
DATE	DATE	

NOTE: DESIGN AND CONSTRUCTION PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF THE CITY OF BEXLEY AND FRANKLIN COUNTY SOIL AND WATER CONSERVATION SERVICE AND/OR THE OHIO EPA.

- LEGEND**
- Filter Fabric Fence
 - Beaver Dam
 - Ex. Contours (Franklin County GIS)
 - 760
 - Stabilized Construction Entrance



1. Stone Size - Use #2 stone, or equivalent or recycled concrete equivalent.
2. Thickness - Not less than six (6) inches.
3. Width - Filter (15) foot minimum. Not less than the full width of joints where ingress or egress occurs.
4. Filter Cloth - Will be placed over the entire area prior to placing of stone.
5. Filter Cloth - Will be placed over the entire area prior to placing of stone.
6. Filter Cloth - Will be placed over the entire area prior to placing of stone.
7. Maintenance - The entrance shall be maintained in a condition which will prevent trapping or flowing of sediment into any/or drainage of any structure used to trap sediment. All sediment shall be disposed, washed or tracked off the public roadway. It shall be done on an area stabilizer with these and which debris into an approved sediment trapping device required.
8. Provide inspection and needed maintenance shall be provided after each rain as required by OSHA.

E. P. FERRIS AND ASSOCIATES, INC.
 CONSULTING ENGINEERS & ARCHITECTS
 180 N. W. 10th St., Columbus, Ohio 43215 Ph: (614) 291-2000 Fax: (614) 291-2000

CITY OF BEXLEY
 Franklin County, Ohio

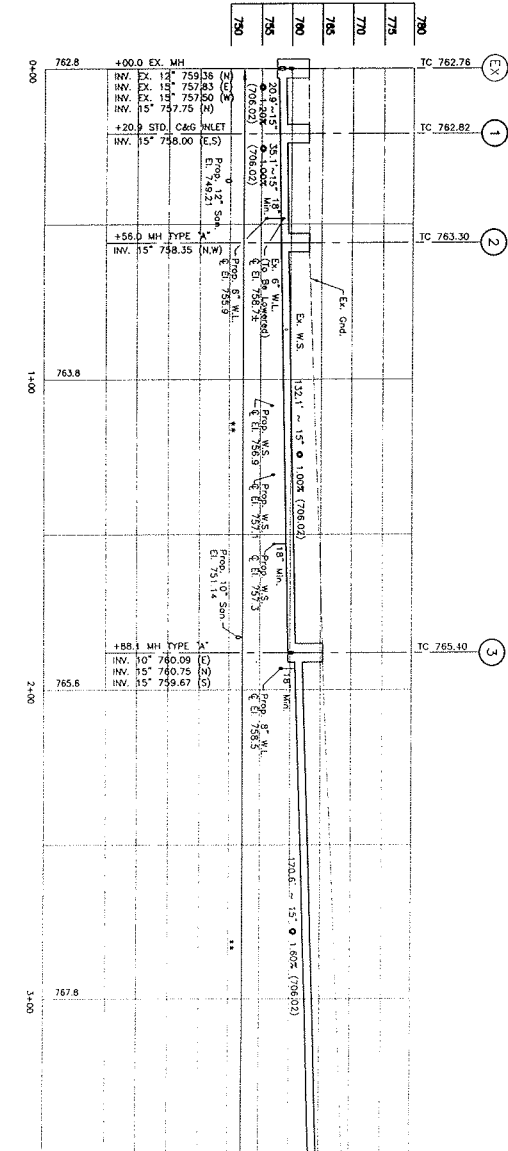
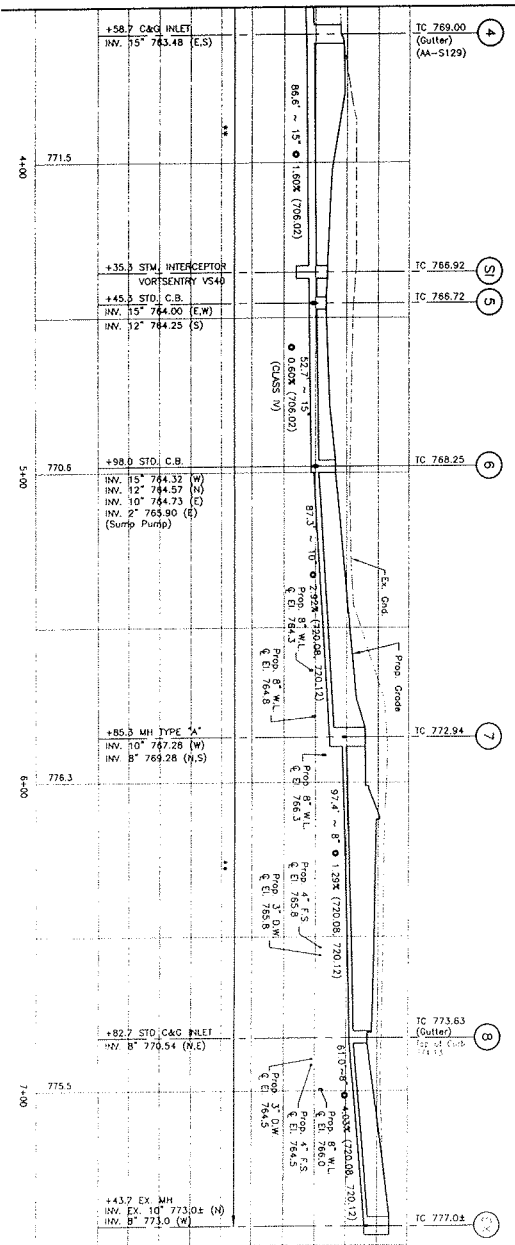
**BEXLEY GATEWAY PLAZA
 GRADING & UTILITY PLAN**

Private Site
 Improvement Plan

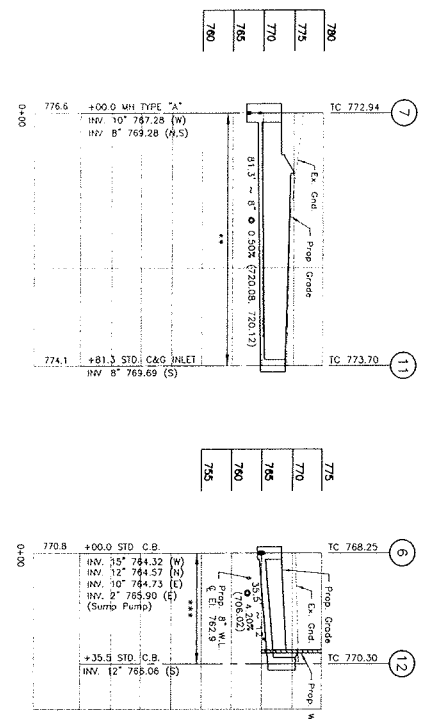
DESIGNED	DRAWN	CHECKED	APPROVED	DATE
MEF	COM	MLS		6-03-05

98802

MATCH LINE STA 3+50 (SEE THIS SHEET)



MATCH LINE STA 3+50 (SEE THIS SHEET)



- * 911 CONCRETE BACKFILL
- ** 912 CONCRETE GRANULAR MATERIAL
- *** CONCRETE ENCASEMENT

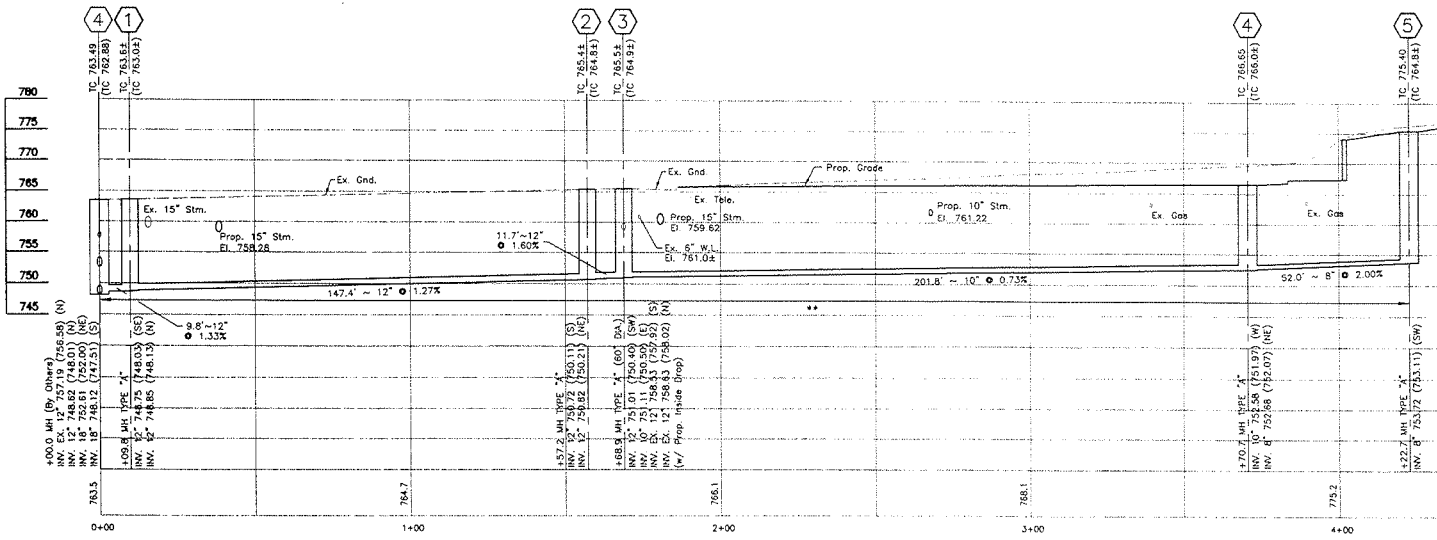
Scale: Horiz. 1" = 20'
Vert. 1" = 10'

E. P. HERRICK AND ASSOCIATES, INC.
 2700 W. MICHIGAN, SUITE 200
 FRENCH CREEK, OHIO 43024
 (614) 291-2000

CITY OF BEVELY
 Franklin County, Ohio

BEVELY GATEWAY PLAZA
 Private Site
 Storm Sewer Profiles

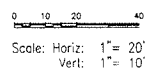
PROJECT NO. 98802
 DATE 4-26-05



NOTE:
ELEVATIONS SHOWN ABOVE ARE BASED ON NGVD 1929. PLANS PREPARED BY ELMHART (60" STORM PLANS) ARE BASED ON NAVD 1988. (NAVD 1988 ELEVATIONS SHOWN IN PARENTHESES)

SERVICE SCHEDULE					
W.I.E. STA.	SIZE	M.H.-M.H.	LENGTH OF RISER	LENGTH OF SERVICE	ELEVATION AT END OF SERVICE
2+08	North	3-4	-	55'	752.47
2+21	South	3-4	-	8'	751.65
2+57	South	3-4	-	90'	761.10
3+66	South	3-4	-	90'	761.10

- * 911 COMPACTED BACKFILL
- ** 912 COMPACTED GRANULAR MATERIAL
- *** CONCRETE ENCASUREMENT



E. P. FERRIS AND ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS & SURVEYORS
890 KING AVENUE, COLUMBUS, OHIO 43217 PH. # (614) 299-2899 FAX (614) 299-2992

CITY OF BEXLEY
Franklin County, Ohio

**BEXLEY GATEWAY PLAZA
SANITARY SEWER PROFILES**
Private Site
Improvement Plan

98802

DESIGNED	DRAWN	TRACED	CHECKED	REVIEWED	DATE	REVISION
MEF	COM		MLS			6-02-05

Drawing: C:\WORK\104\104060_01\DWG\104060_01.dwg Plot Date: 06/02/05 10:45:25

EXHIBIT D

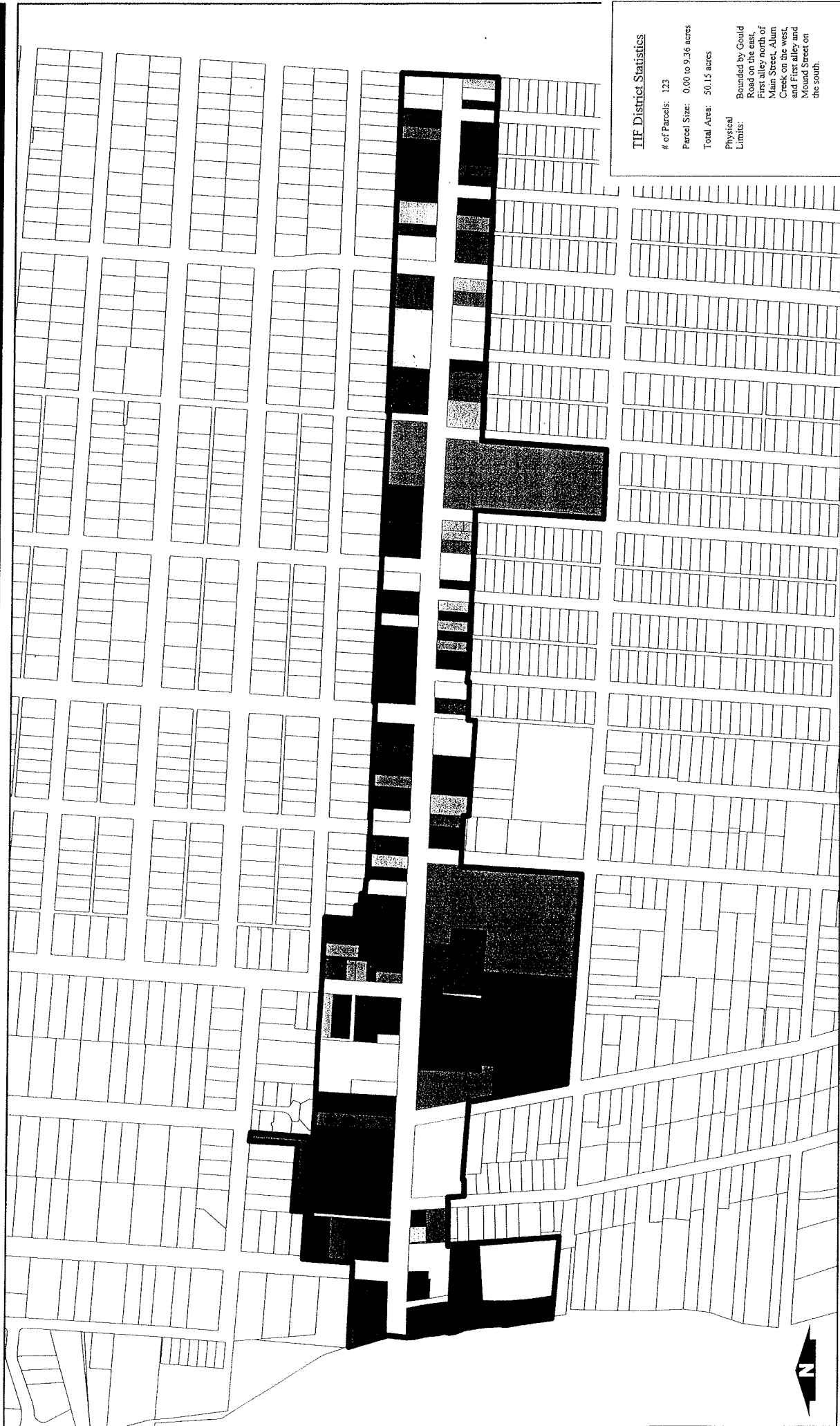
INCENTIVE DISTRICT

Verbal Boundary Description

1 Beginning for reference at the intersection of E. Main Street with the centerline of Alum Creek also
2 being the Bexley corporation line, said point being the true point of beginning for this description;
3 then south with the corporation line to south property line of tax parcel 1482; then following south
4 property lines of tax parcel 1482 and 1506 east to the east property line of tax parcel 1506; then
5 north along east property lines of tax parcel 1506, 1044 and 933 to south property line of tax parcel
6 3482; then east along south property line of tax parcel 3482 to centerline of Sheridan; then south
7 with centerline of S. Sheridan Avenue to where roadway intersects with south property line of tax
8 parcel 169; then east along south property line of tax parcel 169 to centerline of College; then south
9 with centerline of S. College Avenue to centerline intersection of Mound; then east with centerline
10 of E. Mound Street to centerline intersection of Pleasant Ridge; then north with centerline of S.
11 Pleasant Ridge Avenue to where roadway intersects with south property line of tax parcel 2177;
12 then east along south property lines of tax parcel 2177, 840, 2858, 856, 2086, 4488, 2025 and 2763
13 crossing Euclaire Avenue to where roadway intersects with centerline of first alley south of E.
14 Main Street abutting tax parcel 1274; then east with centerline of alley crossing S. Cassingham
15 Road to centerline of Montrose Avenue; then south with centerline of Montrose Avenue to
16 centerline of E. Mound Street; then east with centerline of E. Mound Street to centerline of S.
17 Remington Road; then north with centerline of S. Remington Road to centerline of first alley south
18 of E. Main Street abutting tax parcel 2252; then east with centerline of alley crossing S. Vernon
19 Road, S. Roosevelt Avenue, S. Grandon Avenue and Chelsea Avenue to the Bexley corporation
20 line; then north with the corporation line crossing E. Main Street to north property line of tax parcel
21 3979; then west along north property lines of tax parcel 3979, 3978, 3977, 3976, 3975, 3973, 4119,
22 188, 174, 162, 160 and 122 crossing S. Roosevelt Avenue; then west along north property lines of
23 tax parcel 84, 320 and 3509 crossing S. Remington Road; then west with centerline of first alley
24 north of E. Main Street crossing S. Cassingham Road, S. Cassady Avenue and S. Dawson Avenue
25 to where alley terminates at west property line of tax parcel 3457 also being east property line of tax
26 parcel 02; then following north property lines of tax parcel 02, 79 and 175 turning north then west
27 to east property line of tax parcel 3483; then west along north property lines of tax parcel 3483,
28 4342 and 123 to centerline of S. Drexel Avenue turning south then west to where roadway
29 intersects with north property line of tax parcel 572; then west along north property lines of tax
30 parcel 572, 4381, 1825, 1985 and 3002 to east property line of tax parcel 350; then following along
31 east property line of tax parcel 350 north turning west then south and west along north property
32 lines of tax parcel 350 and 836 to west property line of tax parcel 836; then south along west
33 property line of tax parcel 836 to north property line of tax parcel 216; then west along north
34 property line of tax parcel 216 to centerline of S. Parkview Avenue; then south with centerline of S.
35 Parkview Avenue to where roadway intersects with north property line of tax parcel 1882; then
36 west along north property line of tax parcel 1882 to centerline of Alum Creek; then south with
37 centerline of Alum Creek also being the Bexley corporation line to centerline intersection with E.
38 Main Street, also being the point of beginning.

All references to tax parcels are those in the City of Bexley/Bexley City School District (tax district no. 020) and those recorded on the real estate tax maps of the Franklin County Auditor's office. The Main Street Tax Increment Finance District shall include all splits and combinations of tax parcels within the above-described area.

PROPOSED MAIN STREET TIF DISTRICT



TIF District Statistics

of Parcels: 123
Parcel Size: 0.00 to 9.36 acres
Total Area: 50.15 acres
Physical Limits:
Bounded by Gould Road on the east, First alley north of Main Street, Alum Creek on the west, and First alley and Mound Street on the south.

EXHIBIT D

Property Inventory

The area included within the verbal description is comprised of the following land parcels:

Street Number	Parcel Number
Main St E Bexley 43	020-001856
Main St E Bexley 43	020-002873
Main St E Bexley 43	020-003977
621 S Cassingham Rd	020-000561
565 S Dawson Ave #6	020-003056
525 S Drexel Ave	020-000572
524-534 S Drexel Ave	020-000123
529 S Drexel Ave	020-000574
540 S Drexel Ave	020-001050
542-550 S Drexel Ave	020-000105
622-624 Euclaire Ave	020-001274
Main St Bexley 4320	020-002025
Main St Bexley 4320	020-002763
Main St E Bexley 43	020-000079
Main St E Bexley 43	020-000125
2314 E Main St	020-003483
2314 E Main St	020-004342
Main St E Bexley 43	020-000175
Main St E Bexley 43	020-000188
Main St E Bexley 43	020-000217
Main St E Bexley 43	020-000380
Main St E Bexley 43	020-000405
Main St E Bexley 43	020-000790
Main St E Bexley 43	020-000932
Main St E Bexley 43	020-001516
Main St E Bexley 43	020-001520
Main St E Bexley 43	020-001522
Main St E Bexley 43	020-001536

Street Number	Parcel Number
Main St E Bexley 43	020-001985
Main St E Bexley 43	020-001991
Main St E Bexley 43	020-002923
Main St E Bexley 43	020-003002
Main St E Bexley 43	020-004197
2106 E Main St	020-001882
2111 E Main St	020-000933
2143 E Main St	020-002856
2153 E Main St	020-003769
2154 E Main St	020-002746
2160 E Main St #18	020-000350
2199 E Main St	020-000169
2199 E Main St	020-000575
2199 E Main St	020-001373
2199 E Main St	020-004490
2212 E Main St #24	020-001825
2242 E Main St	020-004381
2248 E Main St	020-000570
2254 E Main St #27	020-000571
2282 E Main St #28	020-000173
2284 E Main St #29	020-000124
2314 E Main St	020-000002
2338 E Main St	020-000086
2344 E Main St	020-003457
2352 E Main St #35	020-003746
2353 E Main St #35	020-002177
2369 E Main St	020-000840
2372 E Main St	020-001538
2375 E Main St	020-002858
2376 E Main St #39	020-001537
2383 E Main St	020-000856
2387 E Main St	020-002086
2394 E Main St #40	020-001534

Street Number	Parcel Number
2406 E Main St #40	020-001533
2411 E Main St	020-004488
2412 E Main St #41	020-000073
2440 E Main St	020-001531
2450 E Main St	020-001530
2455 E Main St	020-001375
2461 E Main St #46	020-002066
2468 E Main St #47	020-003705
2469 E Main St	020-003023
2475 E Main St	020-000601
2476 E Main St #48	020-001527
2479 E Main St	020-000602
2484 E Main St	020-001524
2497 E Main St #49	020-000603
2500 E Main St	020-001523
2501 E Main St #51	020-000604
2513 E Main St	020-000607
2525 E Main St	020-002208
2527 E Main St #52	020-004629
2532 E Main St	020-001519
2540 E Main St	020-001518
2550 E Main St	020-001517
2555 E Main St	020-002446
2570 E Main St	020-001580
2585 E Main St	020-002252
2594 E Main St	020-003509
2599 E Main St	020-002443
2600 E Main St	020-000320
2607 E Main St	020-002444
2615 E Main St	020-003082
2631 E Main St	020-003083

Street Number	Parcel Number
2643 E Main St	020-003085
2651 E Main St	020-003086
2651 E Main St	020-003087
2656 E Main St	020-000084
2677 E Main St #68	020-002920
2680 E Main St	020-000122
2690 E Main St	020-000160
2691 E Main St	020-002011
2699 E Main St	020-002921
2700 E Main St	020-000162
2706 E Main St #71	020-000174
2715 E Main St	020-002059
2719 E Main St	020-002922
2728 E Main St	020-004119
2729 E Main St #73	020-001938
2734 E Main St #73	020-003973
2740 E Main St	020-003975
2740 E Main St	020-003976
2741 E Main St	020-002925
2761 E Main St	020-001855
2767 E Main St	020-002820
2770 E Main St	020-003978
2774 E Main St #77	020-003979
635 Montrose Ave	020-001981
Park Dr Bexley 4320	020-001482
572-578 Park Dr	020-001044
592-598 Park Dr	020-001506
492 S Parkview Ave	020-000216
502 S Parkview Ave	020-001820
508 S Parkview Ave	020-000260
Parkview R Ave #R	020-000836
565-571 Sheridan Ave	020-003482

EXHIBIT D

All references to tax parcels are those in the City of Bexley/Bexley City School District (tax district no. 020) and those recorded on the real estate tax maps of the Franklin County Auditor's office.

The Main Street Tax Increment Finance District shall include all splits and combinations of tax parcels as referenced above. The City of Bexley makes no representations or warranties as to the accuracy or completeness of the information compiled.

Eligible Public Improvements

The public improvements of the incentive district include the following:

Streetscape and other improvements including, but not limited to, grading, draining, curbing, paving, resurfacing, constructing or reconstructing public roads, storm sewers, sanitary sewers, water mains, sidewalks, driveway approaches and aprons, public parking spaces and structures, electrical lighting, removal and placement of overhead utilities underground, installation of the desired conduit, environmental remediation, land acquisition, demolition, traffic control devices, including traffic lights, signs and other markings, installing public benches, seating areas and trash receptacles, planting trees, shrubbery and other landscaping materials, together with all other necessary and appropriate appurtenances.