

FACILITIES OPERATING AGREEMENT

THIS FACILITIES OPERATING AGREEMENT ("Agreement"), made this 30th day of September, 2015, by and between CENTRAL OHIO TRANSIT AUTHORITY a political subdivision of the State of Ohio created pursuant to O.R.C. §306.32, ("COTA"), and CITY OF COLUMBUS, OHIO, a municipal corporation, ("CITY").

WHEREAS, COTA has constructed a Compressed Natural Gas ("CNG") fueling station on its property located at 1438 McKinley Avenue Columbus, Ohio 43222 financed with federal funds subject to the Federal Transit Authority (FTA) requirements for incidental use of federal funded transit assets; and

WHEREAS, CITY has identified a need to have readily available a CNG fueling location in the immediate Downtown and surrounding area to support its fleet of vehicles that provide critical services to the citizens of Columbus; and

WHEREAS, COTA and the CITY will have jointly constructed a Satellite CNG Fueling Facility ("SFF") on COTA's property located at 1400 McKinley Avenue Columbus, Ohio 43222 as of the Commencement Date as identified in the Guaranteed Maximum Cost Reimbursement Agreement for the Satellite Compressed Natural Gas Fueling Facility dated September 30, 2015 to be owned and operated by COTA subject to the access and use rights of CITY; and

WHEREAS, the compression system and generator system necessary for the operation of the fuel dispensing operation at the SFF is located at COTA's Main CNG fueling site; and

WHEREAS, the CITY has issued taxable bonds to finance the cost of the construction of the SFF on COTA's property; and

WHEREAS, COTA has agreed to provide fuel to the SFF from its primary CNG fueling station for use by the CITY; and

WHEREAS, COTA has granted an easement to CITY for ingress/egress, access, and use of the SFF on COTA's property; and

WHEREAS, COTA and the CITY wish to define the terms and conditions for the CITY's non-exclusive use, access, and operation of the SFF for fueling of CITY CNG vehicles;

NOW, THEREFORE, the parties, intending to be legally bound hereby and in consideration of the terms, provisions and covenants herein contained, agree as follows:

1. **Grant.** Subject to the terms set forth herein and in the easement attached hereto as Exhibit A, COTA hereby grants to CITY and authorizes the CITY and its employees, non-exclusive access to enter upon its property and use the SFF on COTA's real property at 1400 McKinley Avenue, Columbus, Ohio from and after the date of this agreement,

subject to the terms and conditions set forth herein, for the purpose of fueling any CITY vehicle fueled by CNG. COTA agrees to provide fuel to the SFF from its primary CNG fueling station.

2. **Use.** CITY agrees to work cooperatively with COTA to ensure that CITY fueling at the SFF does not significantly impact COTA's ability to fuel at its primary site during the late evening to early morning hours ("COTA's Peak Fueling Hours"). CITY and its authorized personnel shall use its best efforts to fuel its vehicles at the SFF during the hours of 5:00 a.m. to 6:00 p.m. daily (CITY's Primary Fueling Hours") but has the right to fuel (24) hours per day, seven (7) days per week. COTA vehicles shall have access to the SFF for fueling on an as-needed basis if COTA's primary fueling station is unavailable for any reason provided that COTA's use does not interfere with the City's ability to fuel during its Primary Fueling Hours. At such time as general public access (defined as non-tax exempt entities and tax-exempt entities other than CITY) is granted, COTA shall, at COTA's sole expense, designate those pumps under the canopy (pumps 1, 2, 3 & 4) solely for the City's use and shall install appropriate signage, pavement lane markings, and other traffic flow and control methods and devices necessary to effectively direct the general public users to pumps 5 & 6 and assure that the general public use does not interfere with the City's access and use of the four pumps under the canopy. City and COTA agree that if in the City's opinion, general public access is measurably interfering with City operations and its ability to fuel its vehicles in an efficient and timely manner, COTA agrees that it shall take all steps necessary to limit public access to the level that such interference is eliminated to the City's satisfaction. Measurably shall mean interference causing a delay in fueling of a minimum of two (2) City vehicles for a time period of seven (7) minutes or more and on more than one occasion in a week.
3. **Term.** The term of this Agreement shall be for a seven (7) year period commencing on the first day of the month following the opening of the SFF for fueling. This Agreement shall automatically renew for up to six (6) consecutive terms of seven (7) years each, under the same terms and conditions set forth herein, unless the CITY gives written notice of its intent to allow the Agreement to terminate, not later than ninety (90) days before the end of the then current term. Notwithstanding the foregoing, after commencement of the fourth renewal term, if COTA determines that CNG is no longer a viable fueling source, it shall notify the CITY of such determination at least sixty (60) months prior to the end of either the fourth or fifth renewal term. If it is so determined, then COTA may terminate this Agreement and the end of the then current renewal term.
4. **Confirmation of Commencement.** Within thirty (30) days of the determination of the actual Commencement Date and the actual Expiration Date, COTA and CITY shall each execute and deliver a Confirmation of Commencement Agreement in the form of Exhibit B, which shall be attached to this Agreement, and made a part hereof, upon its execution.
5. **Fueling Procedures.** COTA will provide the CITY with an automated fueling card reader system as the means for CITY vehicle operators to obtain CNG fuel at the SFF. The system shall track and identify both the driver and the vehicle fueled. COTA shall provide an automated fueling card (one per vehicle) for each CITY vehicle and operator

that is directed to fuel at the SFF, and for CITY division managers to use as a back-up means of fueling. Additional cards and/or lost cards shall be provided by COTA. COTA shall provide signage at the fueling pumps identifying telephone numbers to call for assistance with fueling problems.

6. **Cost of Fuel.** i) Provided that the City is the only entity fueling at the SFF, fuel billed to the CITY shall be priced based upon a fuel cost formula that includes the following elements: (a) the actual costs of the commodity (natural gas) consumed; (b) the cost of electricity consumed at the SFF as separately metered at the site; (c) the cost of maintenance of equipment, building, lighting, security, access control, and other infrastructure components located on the SFF site; (d) insurance cost of the SFF site; (e) a pro-rata share of maintenance, operating, utility, and insurance costs for COTA's main CNG fueling site that are directly related to the provisioning of fuel to the SFF site; (f) capital infrastructure replacement costs based on the useful life of the components located on the SFF site; and (g) the pro rata share of the capital infrastructure replacement costs of CNG common components located at COTA's Main CNG fueling site, based on the useful life of those components, that are directly related to the provisioning of fuel to the SFF site. The pro rata share of operating and capital replacement costs associated with the CNG common components located at COTA's Main CNG Station is defined as the relationship that the total GGEs pumped by the CITY at the SFF site bears in proportion to the total GGEs of fuel pumped at both the SFF and COTA's Main CNG Station expressed as a percentage with the SFF GGEs as the numerator and the total GGEs of fuel pumped at both the SFF and COTA's Main CNG Station as the denominator; and (h) the direct cost, as evidenced by COTA's actual accounting records, of COTA's actual cost for personnel time directly associated with administrative tasks solely related to the operation and administration of the SFF including: accounting and record keeping, issuance of monthly billing and reports; access control administration including the cost of new or replacement cards; facilities management; and includes a management fee equal to ten (10) percent of these actual costs. COTA shall require staff to keep an accounting of all time spent directly associated with the operation of the SFF. COTA shall notify the CITY in writing of any other cost elements and CITY must approve of such cost elements prior to inclusion in the formula.
- ii) In the event the CITY is not the only entity fueling at the SFF, fuel billed to the CITY shall be priced based upon: (i) the actual costs of the commodity (natural gas) consumed by CITY; a fuel cost formula that includes (ii) the pro rata share of the foregoing elements outlined in this Section 7 associated with the cost of the SFF and identified as items (b) through (g), the CITY pro rata share being defined as the relationship that the total GGEs pumped by the CITY at the SFF site bears in proportion to the total GGEs pumped at the SFF expressed as a percentage with the CITY SFF as the numerator and the total GGEs pumped at the SFF as the denominator; (iii) a pro rata share of the foregoing element outlined in this Section 7 as item (g) defined as the relationship that the total CITY GGEs pumped at the SFF fueling site bears in proportion to the total fuel pumped at both the SFF and COTA's Main CNG Station expressed as a percentage with the CITY GGEs as the numerator and the total GGEs pumped at both the SFF and

COTA's Main CNG Station as the denominator; and (iv) the foregoing element outlined in this Section 7(i) as item (h) multiplied by the ratio of the City's GGEs pumped for the month divided by the total GGEs pumped at the SFF.

iii) For the purposes of allocation calculations of common fuel usage, gas gallon equivalent ("GGE") volumes dispensed at the SFF and diesel gallon equivalent ("DGE") volumes dispensed at the COTA facility will be converted to pounds (lbs.) of natural gas. The conversion formula for each shall be as follows: GGE's will be converted into lbs. at the rate of 5.66 lbs. per GGE and DGE's at the rate of 6.38 lbs. per DGE. Pounds of natural gas will be substituted for GGE's and DGE's to perform the allocation calculations set forth in Section 7.ii.

7. **Federal/State Rebates and Incentives.** COTA shall apply for all applicable Federal/State rebates and incentives available for CNG fuel, including those that apply retroactively to fuel previously dispensed as jointly identified by CITY and COTA. All such applicable Federal/State rebates and incentives received by COTA for fuel pumped by the City at the SFF shall be credited to the CITY. COTA shall credit the CITY's monthly fuel invoice within sixty (60) days of receipt of any rebate or incentive. In the event that the City is not the only entity fueling at the SFF, rebates and incentives received by COTA for fuel used by other entities fueling at the SFF shall be accounted for and deposited within sixty (60) days of receipt in the SFF Capital Reserve Fund.
8. **Fuel Billing.** During the term of this agreement or any renewal thereof, at the end of each calendar month, COTA shall generate and provide to the CITY a fueling report, in a format that has been mutually agreed upon by COTA and the CITY, together with an invoice detailing all CNG fuel pumped by the CITY during that month. All reports and invoices shall be mailed to:

City of Columbus: Fleet Management Division
Attention: Accounts Payable
4211 Groves Rd.
Columbus, Ohio 43232

CITY shall pay correct invoices with thirty (30) calendar days of receipt. In the event that there is a disputed charge, CITY shall notify COTA within ten (10) business days of receipt of the invoice containing the disputed charge. CITY and COTA agree to cooperatively resolve billing issues within thirty (30) days of identification.

In the event the CITY fails to pay any amounts correctly billed and due to COTA within thirty (30) calendar days of receipt of an invoice, COTA may, charge interest on the unpaid invoice amount at the rate of 1.25% from the payment due date until receipt in full of the amount due.

9. **Financial Records, Audit Right.** COTA shall keep financial records in sufficient detail to identify all costs solely associated with the operation of the SFF for natural gas pumped, compression, storage, maintenance, operating, and insurance. COTA shall

comply with and prepare its financial statements in accordance with generally accepted accounting principles (GAAP). The CITY may, at all reasonable times, upon ten (10) business days prior notice, cause a representative designated by it to carry out an audit and review of the information required to be maintained under this Agreement in connection with the operation of the SFF for the purpose of verifying the information contained therein and shall be entitled to make copies thereof and to take extracts therefrom, at the CITY's expense. COTA shall, at reasonable times, make available or cause to be made available to the CITY, or its designated representative, such information and material as may reasonably be required by the CITY or its designated representative for its audit and review purposes and otherwise provide such cooperation as may be reasonably required.

10. **Capital Replacements and Reserves.** COTA shall establish a separate Capital Reserve Fund for the SFF ("SFF Capital Reserve Fund") to offset any COTA capital repair and replacement costs as required under Section 12, Maintenance. COTA shall deposit that portion of fuel costs paid by the CITY associated with SFF capital replacement costs into such SFF Capital Reserve Fund. In the event that entities other than CITY fuel at the SFF, COTA shall deposit that portion of fuel cost formula associated with SFF capital replacement costs paid by such entities into such SFF Capital Reserve Fund.
11. **Alterations of Site Improvements.** COTA shall not deconstruct, or alter, any of the site improvements constructed per the terms of the Guaranteed Maximum Cost Reimbursement Agreement for the Satellite Compressed Natural Gas Fueling Facility dated September 30, 2015, without the CITY's prior approval and written authorization.
12. **Utilities.** COTA shall provide and promptly pay for all utilities required for the operation of the SFF and shall provide generator power backup to the SFF sufficient to power the site at full operating capability during any commercial power failure event.
13. **Maintenance.** COTA shall be responsible for all capital repairs, replacements, and maintenance of the SFF including storm water retention, maintenance, and reporting. Maintenance shall include but not be limited to the following: lighting, fencing and gate systems, security and surveillance systems, fuel pumps, signage, pavement, landscaping, snow/ice removal, trash removal and litter removal, etc. COTA shall keep the premises operating in good repair and in a neat, orderly and safe condition at all times. In general, COTA shall take corrective action to address the maintenance issue/deficiency within 24 hours, except as noted in 12(f) below. If a permanent solution is not immediately available, a temporary solution shall be put in place until a more permanent one is feasible. Any issue/deficiency presenting a safety hazard to users, staff and/or the public shall be immediately corrected or made safe upon discovery. COTA shall provide CITY with a list of appropriate contact names, telephone numbers, and email addresses for reporting maintenance issues. COTA shall promptly provide CITY with an updated list when any change of contact information occurs.
 - a. COTA shall inspect all SFF components in a manner designed to promptly identify, replace, or repair any defective or inoperative component.

- b. Any work performed by COTA shall be performed in a good and workmanlike manner in conformance with generally accepted industry practices.
- c. COTA shall be required to obtain any and all permits required to maintain the facility.
- d. If any required maintenance, repair, or rehabilitation would materially reduce or impede access to the SFF, reduce fuelling capacity, or could otherwise reasonably be expected to have an adverse effect, then COTA shall provide CITY with not less than thirty (30) days written notice thereof and shall jointly with the CITY develop and agree upon a written plan to mitigate the effects of such work that is proposed to be carried out.
- e. COTA shall keep a minimum of two (2) fuel pumps in operation at all times and during any maintenance, repair, or rehabilitation event.
- f. Any damage or issue requiring corrective action in relation to any component of the site access system, automated fueling card reader system, security and surveillance system must be addressed within four (4) hours of identification.
- g. COTA is responsible for maintaining all light fixtures in good working condition and shall ensure that proper lighting levels are provided in all areas of the SFF including repair, replacement, and cleaning of light fixtures and covers; replacement of light bulbs; and replacement, repair, and resetting of lighting timers as needed. Light bulbs shall be replaced and light fixtures repaired within forty-eight (48) hours of identification.
- h. COTA shall provide for removal of all trash, litter, dust, leaves, dirt, mud, grease, oil, and any and all other types of unclean or hazardous elements or materials from the SFF to maintain the facility in a clean, sanitary condition.
- i. COTA shall provide all landscaping services including: cutting grass as required; pruning vegetation as required; clean-up and disposing of all cuttings, loose vegetation, and debris, removal of all undesirable vegetation and treatment of the areas of growth, including cracks in pavement; fertilization of all trees and shrubs as required, replacement of dead trees or shrubs with plants of a similar type; replenishment of mulch as needed.
- j. COTA shall monitor weather conditions as they develop and respond within a commercially reasonable timeframe to any snow fall or ice conditions. The de-icing compound used by COTA shall be of a composition to effectively remove ice without causing undue harm to the SFF. COTA shall keep the SFF reasonably free and clear of snow and ice at all times. For significant snowfall events, COTA shall endeavor to have the SFF clear of snow and ice in a commercially reasonable manner and shall continue plowing until clear.
- k. COTA shall adequately maintain, repair and replace in-kind informational, warning, guide, and directional signage as necessary. If signage is illegible (e.g. worn, etc.) or unstable, repairs or replacements must be made no more than (30) thirty days after such condition has been identified. A sign shall not be removed until its replacement is available for immediate installation.

14. **Security.** COTA shall be responsible for the provision of all security and surveillance services to the SFF. Such services shall include but are not limited to: controlled access gates to site; controlled fueling pump access; security cameras for 24/7 remote monitoring of SFF facility; security measures to protect SFF from theft and vandalism; provision of signs at the fueling pumps identifying COTA security/emergency telephone numbers to call for assistance. The CITY shall have access to all security camera footage, and access log data for gates and fuel pumps for any investigation or safety need. COTA shall respond to a request for such information by authorized CITY staff within twenty-four (24) hours of receipt and shall assist CITY with review of any security footage or access log data for gates and fuel pumps on or about the SFF facility and shall cooperate with CITY in its investigation. Authorized CITY staff shall be defined as: Director, Deputy Director, or Division Administrator, of the Departments of Finance and Management or Public Services. COTA shall provide CITY with a list of appropriate contact names, telephone numbers, and email addresses for coordinating security related issues and shall promptly provide CITY with an updated list when any change of contact information occurs.
15. **Environmental and Storm Water Compliance.** COTA shall be responsible for all applicable compliance with Storm Water Pollution Prevention regulations and any other applicable environmental regulations that may pertain to the SFF site.
16. **Annual and Emergency Review.** COTA and CITY agree to meet annually or on an as-needed basis to review operations and procedures to resolve any issues impacting the joint use of the site. Either party may request a supplemental review by providing thirty (30) days written notice to the other by electronic mail or U.S. Mail. A safety or operational issue affecting access control or dispensing of fuel is defined as an emergency. In such an emergency, either party may request attendance at a meeting to be scheduled within seventy-two (72) hours of notification to the other party and the other party shall comply.
17. **Insurance.** COTA shall obtain and keep in force at all times during the agreement:
- a) All Risk Property Insurance at full replacement cost, covering all loss, damage or destruction to the SFF, including improvements and betterments, which insurance may be provided on a blanket basis with reported building values, which shall include the value of the coverage for the SFF required hereunder; provided, however, that the limits of such coverage may be based on any replacement cost value agreed by the CITY and COTA acting reasonably or on a probable maximum loss analysis. Coverage shall include the following: equipment breakdown, collapse, water including overflow, leakage, sewer backup or seepage, utility interruption, debris removal, business ordinance or law for increased cost of construction, and, to the extent commercially available, terrorism, earthquake and named wind. Coverage shall include flood insurance with a sublimit of not less than Five Million Dollars (\$5,000,000) in the aggregate. CITY is to be named as an additional insured and as loss payee.

- b) Commercial General Liability Insurance or equivalent with limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage liability. Coverage shall include the following: all premises and operations, including environmental and pollution coverage, explosion, collapse, underground, and contractual liability (with no limitation endorsement). The CITY shall be included as an additional insured on a primary, non-contributory basis for any liability arising under or in connection with this Agreement.
- c) Each of the required insurance coverage provided by COTA shall be placed with insurers licensed to do business in the State of Ohio and all such insurers shall, at a minimum, have a rating of A (VII) or better by A.M. Best Company and each policy shall include a waiver by the insurer of its rights of subrogation against the CITY, its employees, elected officials, agents or representatives.

18. Property Damage and Injury Claims.

- a) COTA shall, subject to the limitations expressly and implicitly provided in Ohio Revised Code Section 2744.05, be liable for all claims for any kind of loss or damage to the property of CITY or any other person, or for any injury or death of any person, arising out of: (1) COTA's use and occupancy of the SFF, or any work or other activity by COTA taking place in, on or about the SFF; (2) any breach or default by COTA on any of COTA's obligations under this Agreement; or (3) any negligent or otherwise tortuous act or omission of COTA, its agents, employees, invitees or contractors.
- b) CITY shall, subject to the limitations expressly and implicitly provided in Ohio Revised Code Section 2744.05, be liable for all claims for any kind of loss or damage to the property of COTA or any other person, or for any injury or death of any person, arising out of: (1) CITY's use and occupancy of the SFF, or any work or other activity by CITY taking place in, on or about the SFF; (2) any breach or default by CITY on any of CITY's obligations under this Agreement; or (3) any negligent or otherwise tortuous act or omission of CITY, its agents, employees, invitees or contractors.
- c) In the event of any damage to the SFF, COTA must notify the CITY immediately upon discovery of such property damage. The CITY will work with COTA to identify/review all available security data to verify how any property damage occurred.
- d) In the event of property damage to the SFF resulting from the negligence of a COTA employee, contractor, or agent, COTA agrees to promptly file a claim with its insurer and proceed with restoration of damage within thirty (30) days of such occurrence. Notwithstanding the foregoing, COTA has been approved as a self-insurer under section 4509.72 of the Ohio Revised Code and may self-insure against any and all claims arising out of a motor vehicle accident.

19. **Remedies.** 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 COTA arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

20. **Notices.** Any demand, notice, or other communication made by a party hereto shall be deemed sufficiently made if made in writing and delivered in person or by certified mail return receipt requested as the addresses set forth below, or such other address as the respective party may provide in writing during the course of this License.

LICENSOR: Central Ohio Transit Authority
Attention: Finance
33 North High Street
Columbus, Ohio 43215

COPIES TO: Central Ohio Transit Authority
Attention: Facilities
33 North High Street
Columbus, Ohio 43215

Central Ohio Transit Authority
Attention: Legal
33 North High Street
Columbus, Ohio 43215

LICENSEE: City of Columbus
Department of Finance & Management Director
90 West Broad Street
Columbus, Ohio 43215

COPIES TO: City of Columbus
Fleet Management Division Administrator
4211 Groves Road
Columbus, Ohio 43232

Columbus City Attorney
77 North Front Street
Columbus, Ohio 43215

21. **Alterations.** This Agreement may not be modified, changed, or amended, except in writing signed by the parties hereto.
22. **Termination.** CITY may terminate this Agreement, at its discretion, by providing COTA with one hundred eighty (180) days written notice. All undistributed amounts billed by invoice and owed by the CITY, as of the effective date of termination, shall be due and payable within thirty days of the effective date. As of the effective date of the termination of this Agreement, the CITY's right to access COTA property and the SFF shall also terminate.
23. **Compliance With Law.** COTA must at all times at its own cost and expense in operation of the SFF observe and comply, in all material respects, with all applicable laws now existing or later in effect, that may in any manner apply with respect to the performance of COTA's obligations under this Agreement.
24. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing.

The parties have executed this Agreement effective as of the date and year set forth above.

CENTRAL OHIO TRANSIT AUTHORITY

an Ohio transit authority created pursuant to R.C. §306.32

By: 

W. Curtis Stitt

President and Chief Executive Officer

CITY OF COLUMBUS, OHIO

a municipal corporation

By: 

Paul R. Rakosky, Director

Department of Finance and Management

Pursuant to Ordinance No. 1759-2014

This instrument approved by:

CITY OF COLUMBUS, DEPARTMENT OF LAW

By: Wendi S. Bootes 6-18-2015

Assistant CITY Attorney

Civil Division

Department of Finance Fleet Management Division

EXHIBIT A

EASEMENT

DEED OF EASEMENT
Ingress/Egress Access and Use

KNOW ALL MEN BY THESE PRESENTS that the **CENTRAL OHIO TRANSIT AUTHORITY**, "Grantor", a regional transit authority organized under Section 306 of the Ohio Revised Code, for good and valuable consideration given by the **CITY OF COLUMBUS, OHIO**, "Grantee", a municipal corporation, the receipt of which is hereby acknowledged, does hereby grant unto said Grantee, its successors and assigns, a non-exclusive easement for ingress/egress access and use of Grantor's compressed natural gas (CNG) Satellite Fueling Facility, for so long as the Facilities Operating Agreement dated September __, 2015 between Grantor and Grantee is in effect, including any amendments or replacements thereof, or thirty-five (35) years, whichever shall occur last, located in, over, across, and through the following described real property:

(SEE LEGAL DESCRIPTION ATTACHED HERETO
AS EXHIBIT "A" AND MADE A PART HEREOF)

Franklin County Tax Parcel No. 010-014744
Prior Instrument Reference: D.B. Vol. 34032, Page A08
Recorder's Office, Franklin County, Ohio

All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Grantor hereby releases and discharges the Grantee, City of Columbus, Ohio, from any future Ohio Constitution, Article I, Section 19 just compensation claims arising from this grant.

The Grantor hereby covenants with Grantee to be the true and lawful owner of the above-described real property and lawfully seized of the same in fee simple and having good right and full power to grant this Deed of Easement.

The Grantor, Central Ohio Transit Authority, by its duly authorized officer, has hereunto caused this instrument to be subscribed this ____ day of September, 2015.

CENTRAL OHIO TRANSIT AUTHORITY
a regional transit authority organized under Section
306 of the Ohio Revised Code



W. Curtis Stitt
President and Chief Executive Officer

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED that on this day of September, 2015 the foregoing instrument was acknowledged before me by W. Curtis Stitt, President and Chief Executive Officer, on behalf of Central Ohio Transit Authority, a regional transit authority organized under Section 306 of the Ohio Revised Code.

(seal)



Gary D. Tober, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: David E. Peterson (9-9-13)
Real Estate Attorney Rev. 6.17.15 Rev. 8-19-15
Real Estate Division
For: Ann Kelly REMO
Re: CNG Station

EXHIBIT A

DESCRIPTION OF 1.084 ACRES

Situated in the State of Ohio, County of Franklin, City of Columbus and lying in Virginia Military Survey No. 1393 and being a part of a 5.832 acre tract, conveyed to Central Ohio Transit Authority by deed of record in Official Record 34032A08. All references to records herein are those located in the Recorder's Office of Franklin County, Ohio and being more particularly described as follows:

Beginning for reference at an iron pin found in the existing northerly right of way line of McKinley Avenue (60' R/W) at the southwest corner of a 2.584 acres tract described in a deed to Lindemann Limited Partnership of record in Instrument Number 199912300318301, said corner being also the southeast corner of the grantor's 5.832 acres tract and the **TRUE POINT OF BEGINNING**;

Thence N 85 degrees 53 minutes 08 seconds W a distance of 276.44 feet with the existing northerly right of way line of McKinley Avenue and the south line of the grantor's 5.832 acres tract to a point;

Thence N 32 degrees 41 minutes 23 seconds E a distance of 28.47 feet across the grantor's 5.832 acres tract to a point;

Thence N 32 degrees 41 minutes 23 seconds E a distance of 28.47 feet across the grantor's tract to a point;

Thence N 04 degrees 06 minutes 52 seconds E a distance of 154.00 feet across the grantor's tract to a point;

Thence S 85 degrees 53 minutes 08 seconds E a distance of 262.81 feet across the grantor's tract to a point in the west line of said Lindemann's 2.584 acres tract, same also being the east line of the grantor's 5.832 acres tract;

Thence S 04 degrees 06 minutes 31 seconds W a distance of 179.00 feet with the west line of said Lindemann 2.584 acres tract and the east line of the grantor's tract to the existing northerly right of way line of McKinley Avenue and the **TRUE POINT OF BEGINNING**, containing 1.084 acres more or less.


The above described area contains a total of 1.084 acres within Franklin County Auditor's Parcel Number 010-014744-00, which 0.000 acres in the present road occupied.

Grantor claims title by Instrument recorded in Official Record 34032A08, in the records of Franklin County, Ohio.

Bearings used in this description are based on Ohio State Plane Coordinate System, South Zone as per NAD 83 and were established utilizing ODOT's VRS System, GPS equipment and procedures and established bearing of N 85°54'05" W along the northerly right of way line of McKinley Avenue.

This description was prepared from existing records and a field survey performed in July 2013.

Resource International, Inc.


Mark S. Ward, P.S.
Professional Surveyor No. S-7514

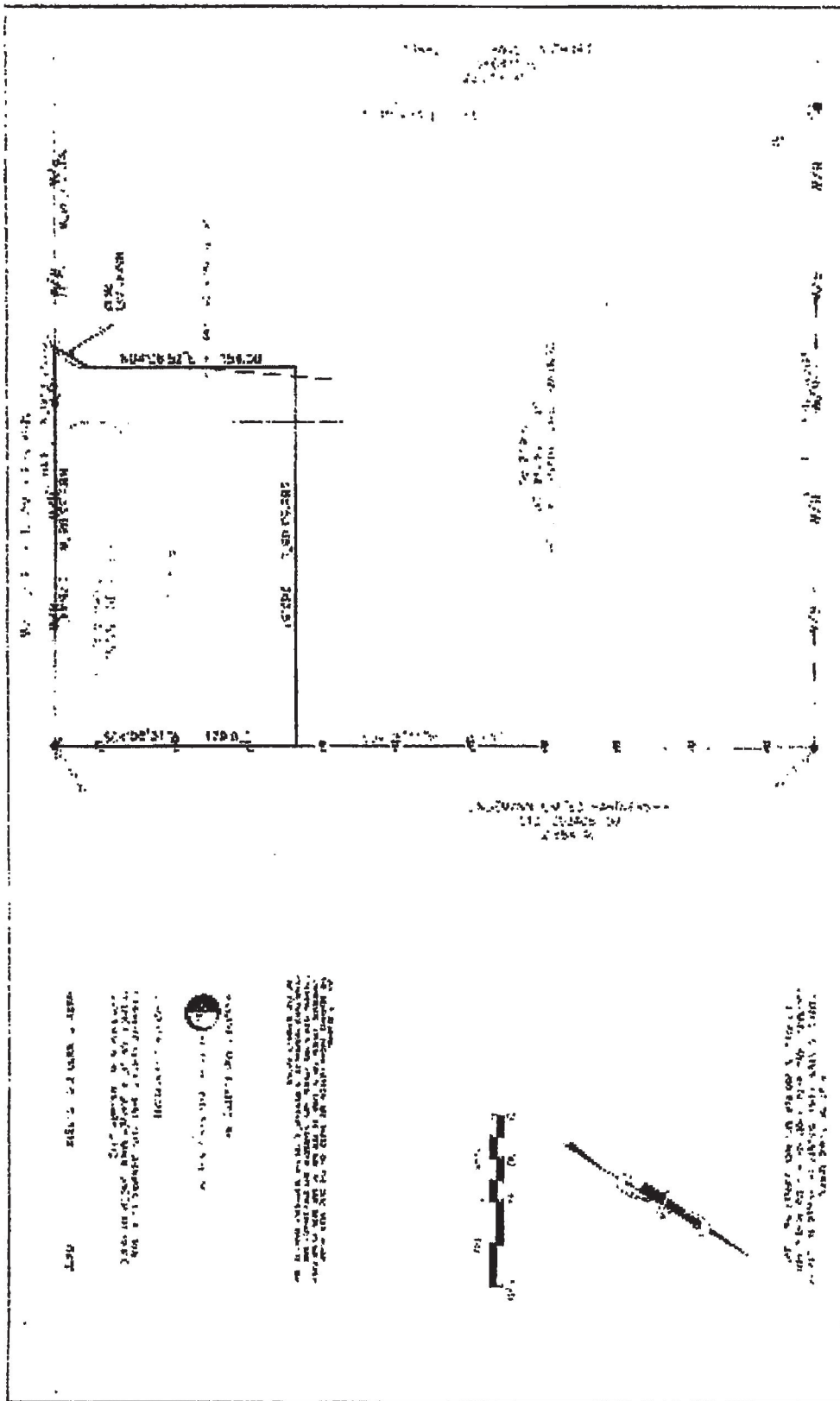


EXHIBIT B
CONFIRMATION OF COMMENCEMENT AGREEMENT

THIS CONFIRMATION OF COMMENCEMENT AGREEMENT ("Agreement"), made this _____ day of, _____ 2016, by and between CENTRAL OHIO TRANSIT AUTHORITY an Ohio transit authority created pursuant to O.R.C. §306.32, ("COTA"), and CITY OF COLUMBUS, OHIO, a municipal corporation, ("CITY").

WITNESSETH:

WHEREAS, COTA and CITY entered into a certain Facilities Operating Agreement dated September __, 2015 (the "Agreement"), to define the terms and conditions for the CITY's non-exclusive use, access, and operation of the SFF for fueling of CITY CNG vehicles,

WHEREAS, COTA and CITY agreed in said Agreement to execute a Confirmation of Commencement within thirty (30) days of the determination of the actual Commencement Date;

WHEREAS, the actual Commencement Date and the actual Expiration Date has been determined;

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, acknowledge and agree that the "Commencement Date" as such is defined under the Agreement shall be, and is, _____ 1, 2016.

Nothing in this Confirmation Commencement Date shall change or modify the rights of the parties under the Lease, and all other terms and conditions of said Lease are hereby reaffirmed as being in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives the day and year first above written.

CENTRAL OHIO TRANSIT AUTHORITY
an Ohio transit authority created pursuant to R.C. §306.32

By: _____
W. Curtis Stitt
President and Chief Executive Officer

CITY OF COLUMBUS, OHIO
a municipal corporation

By: _____
Paul R. Rakosky, Director
Department of Finance and Management

Exhibit "D"

INSURANCE FORMS