

AGREEMENT

This Agreement is made as of _____, 2010, by and between _____ Developer, a _____ corporation with its principal place of business in _____, _____ ("_____"), and the CITY OF COLUMBUS, a municipal corporation with its principal offices at 90 West Broad Street, Columbus, Ohio 43215 ("City").

EXPLANATORY STATEMENT

A. Developer proposes to construct, or to cause to be constructed, certain improvements, consisting of a new pump station to service the Albany Landings development project and the adjacent tributary area, (the "Project").

B. The City will assume ownership, maintenance and operation of the pump station upon the Project reaching certain criteria and the Developer performing certain maintenance and paying certain costs as laid out below.

C. Upon meeting said criteria listed below, the Developer will convey the land on which the pump station is located to the City in fee simple.

D. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement (which is incorporated by reference into and made a part of this Agreement) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. PROJECT PLANS AND SPECIFICATIONS

1.1 Preparation and Approval. At Developer's sole cost and expense, Developer shall prepare, or cause to be prepared, all plans, specifications and drawings

necessary or appropriate to the design and construction of the Project. Upon the approval of the City, the Plans shall be incorporated and deemed a part of this Agreement.

1.2 Effect of City's Approval of Plans. By its review or approval of Plans pursuant to this Agreement, the City signifies only that such Plans and improvements constructed in accordance with such Plans satisfy the City's requirements. The City expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the Developer or any other persons of the plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans (referred to as CC-15042).

2. OWNERSHIP AND MAINTENANCE OF THE PROJECT

2.1 Developer's Ownership. The Project shall be constructed, owned, operated and maintained by the developer until the Project reaches fifty (50) percent of the design capacity and an operation demonstration of at least 3 months has been completed. The Developer will be responsible for any and all operation and maintenance costs during this time period.

2.2 City's Ownership. Upon the Project reaching fifty (50) percent of the design capacity and an operation demonstration of at least 3 months, the City agrees to take ownership of the Project contingent upon the Developer paying for all maintenance costs at the time of the transfer of ownership to the City, including the cost to replace major equipment that the City determines must be replaced prior to the City assuming ownership. Further, prior to acceptance of the Project by the City, the Developer must complete a final cleaning of the wet well, forcemain, air release valves, pumps, and controls and a through inspection and operational check of the project is required in the presence of a representative of the City of Columbus, Department of Sewers and Drains.

3. TRANSFER OF THE PROPERTY TO THE CITY IN FEE SIMPLE

If the Project under the ownership of Developer reaches fifty (50) percent of the design capacity and an operation demonstration of at least 3 months, the Developer will convey the real property on which the Project is located to the City via a General Warranty Deed and free and clear of all liens and current on all property taxes. The City shall, by ordinance, accept such dedication and shall thereafter assume all responsibility

for the operation and the maintenance of the Project. The legal description of the land to be conveyed to the City is as follows:

Situated in the State of Ohio, County of Franklin, City of Columbus, located in Section 3, Township 2, Range 16, United States Military Lands, being part of that 31.827 acre tract conveyed to Albany Moor LLC by deed of record in Instrument Number 200911040159748 (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being more particularly bounded and described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 6611 found in the centerline of Warner Road (width varies), at the northwesterly corner of that 0.418 acre tract conveyed to City of Columbus, Ohio by deed of record in Instrument Number 200707100120011, being at the northeasterly corner of that 63.551 acre tract conveyed to McCorkle Soaring Eagles, LLC by deeds of record in Instrument Number 200504220075702 and Instrument Number 200602150030059, being North 86° 28' 00" West, a distance of 2625.41 feet from Franklin County Geodetic Survey Monument Number 1207 found;

thence South 03° 27' 46" West, with the westerly line of said 0.418 acre tract and that 0.139 acre tract conveyed to City of Columbus, Ohio by deed of record in Instrument Number 201003120029573, and with the easterly line of said 63.551 acre tract, across the right-of-way of said Warner Road, (passing a 1 inch iron pipe found at 20.00 feet) a total distance of 40.00 feet to an iron pin set at northwesterly corner of the remainder of said 31.827 acre tract, the **TRUE POINT OF BEGINNING**;

thence South 86° 28' 00" East, with the southerly line of said 0.139 acre tract, the southerly right-of-way line of said Warner Road, a distance of 50.00 feet to an iron pin set;

thence across said 31.827 acre tract, the following courses and distances:

South 03° 29' 17" West, a distance of 210.00 feet to an iron pin set;

North 86° 28' 28" West, a distance of 30.00 feet to an iron pin set;

South 03° 29' 17" West, a distance of 356.20 feet to an iron pin set;

South 28° 24' 16" East, a distance of 153.46 feet to an iron pin set;

North 86° 30' 43" West, a distance of 25.69 feet to an iron pin set;

South 28° 15' 05" West, a distance of 57.88 feet to an iron pin set;

South 03° 29' 17" West, a distance of 25.84 feet to an iron pin set;
North 86° 30' 43" West, a distance of 51.14 feet to an iron pin set
in the easterly line of said 63.551 acre tract;

thence North 03° 29' 17" East, with the line common to said
31.827 and 63.551 acre tracts, a distance of 774.92 feet to the **TRUE
POINT OF BEGINNING, and containing 0.692 acres of land, more or
less**, being out of PID: 010-252430.

Subject, however, to all legal rights-of-way and/or easements, if
any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths
(13/16) inch inside diameter, thirty (30) inches long with a plastic plug
placed in the top bearing the initials EMHT INC.

Bearings are based on the Ohio State Plane Coordinate System
South Zone per NAD83 (1986 adjustment). Control for bearings was from
coordinates of monuments 8824 and 8825, having a bearing of North 86°
29' 28" West, established by the Franklin County Engineering
Department, using Global Positioning System procedures and equipment.

4. PRORATION OF TAXES

Upon the conveyance of the real property on which the Project is located
to the City, the Developer shall be responsible for and pay all real estate taxes and
assessments, which are or later become retroactively applicable to the real property on
which the Project is located (including any service payments pursuant to R.C. §5709.42,
agricultural recoument "CAUV" and/or revaluation of the land on which the Project is
located as a result of any Board of Revision Cases) for all previous years the real property
was owned by the Developer, up to and through December 31 of the year the real
property is conveyed to the City. The City shall only be responsible for any taxes
applicable to the real property for the tax years following the year of the conveyance of
the real property to the City.

5. COMPLETE UNDERSTANDING

The parties agree that this Agreement embodies the complete understanding of the
parties with respect to the Project and supersedes all other agreements, verbal or
otherwise.

6. AMENDMENT; WAIVER

The parties may amend this Agreement only by a written instrument signed by all
parties. If a party fails to enforce its rights under this Agreement, or fails to insist upon

the performance of any other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

7. ASSIGNMENT

The Developer may not assign this Agreement without written approval of the City which approval may be withheld for any or no reason. Any assignment by the Developer shall not release the Developer from its obligation herein.

8. SEVERABILITY

The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any applicable federal, state, or local law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

9. NOTICES

(a) Manner of Delivery. All notices, requests, demands and other communications with respect to this Agreement shall be in writing, and shall be delivered by hand, sent prepaid overnight courier service or sent by United States Postal Service, certified, postage prepaid, return receipt requested, to the following address, or such other address as may be designated by either party by delivery of prior notice to the other party:

If to City:

City of Columbus, Ohio
Department of Public Utilities
Division of Sewers and Drains
910 Dublin Road
Columbus, Ohio 43215

Chief Real Estate Attorney
Real Estate Division
Department of Law
109 North Front Street, 4th Floor
Columbus, Ohio 43215

If to Developer:

(b) Delivery Date: Any notice, request, demand or other communication delivered or sent in the manner provided above shall be deemed delivered: (i) if by delivery by hand, on the date such notice is actually delivered; (ii) if sent by overnight courier service, on the next business day on which it is sent; and (iii) if sent by United States Postal Service, on the date on which receipt was acknowledged on the return receipt.

10. CONTROLLING LAW

This Agreement shall be construed under the laws of the State of Ohio, exclusive of its choice of law rules.

11. INDEMNIFICATION

The Developer shall hold harmless and indemnify the City, and all of its agents, employees and representatives from and against any and all claims, damages, losses, lawsuits, and actions of whatever nature, including attorney's fees, arising or resulting from the design, installation, construction, reconstruction, operation, maintenance, repair, replacement or removal of the pump station. It is not the intent of this paragraph that the Developer hold harmless and indemnify for culpable intentional or negligent acts of the City or its agents, employees representatives.

The City, by Tatyana Arsh, P.E., Director, Department of Public Utilities, as authorized by Columbus City Council Ordinance No. _____, passed on the ____ day of _____, 2010, has hereunto caused this Agreement to be subscribed this ____ day of _____, 2010.

CITY OF COLUMBUS. OHIO
a municipal corporation

Tatyana Arsh, P.E., Director
Department of Public Utilities

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing AGREEMENT was acknowledged before me this ____ day of _____, 2010, by Tatyana Arsh, P.E., Director of the Department of Public Utilities, City of Columbus, a municipal corporation, on behalf of the City of Columbus.

(seal)

Notary Public

Date

DEVELOPER

Print

Name: _____

Its: _____

STATE OF OHIO
COUNTY OF _____, SS:

The foregoing AGREEMENT was acknowledged before me this ____ day of _____, 2010, by _____.

(seal)

Notary Public

Date

Approved as to form:
CITY OF COLUMBUS, OHIO
DEPARTMENT OF LAW

Brent M. Ralston
Real Estate Attorney
Real Estate Division