

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

PERMIT NO. 06-0470-03

GRANT OF PERMISSION

Pursuant to the powers, authority, conditions, and restrictions set forth in Sections 5515.01 and 5515.02 of the Ohio Revised Code, and subject to any and all of the specific terms, conditions, and restrictions contained in this Permit:

Permission shall be, and is hereby, granted to the City of Columbus, Ohio, to use, occupy, and enjoy the airspace, and the highway related structures and platforms to be constructed, above Interstate 670, which is part of the State Highway System, all of which real property is more particularly described in Appendix A, attached hereto. The parties acknowledge that the City of Columbus is the owner of the underlying fee of the real property upon which Interstate 670 is built. The parties further acknowledge that the State of Ohio possesses an easement for highway purposes upon said property. The parties agree that the City's use, occupation, and enjoyment of the airspace, highway related structures, and platforms above Interstate 670 will not interfere with the State's easement for highway purposes and will not incommode the traveling public.

TERMS, CONDITIONS, AND RESTRICTIONS

1. **Definitions**
 - 1.1 "Airspace" means that three dimensional space above Interstate 670 and, in the event of any Improvements made upon the Platforms, such structural and utility penetrations below the top surface of the Platforms as are required to construct, operate, and maintain the Improvements.
 - 1.2 "City" means the City of Columbus, Ohio and unless otherwise indicated, or where such action by the City would require an ordinance of City Council, the action of the Director of Public Service.
 - 1.3 "Extraordinary Maintenance" means the act of repairing, replacing, removing, or rehabilitating either the Highway Facility, the High Street bridge, the Platforms, or the Highway Related Structures which both parties understand to be of such magnitude as to be beyond the scope of work ordinarily performed by routine maintenance and repair forces. This work shall be categorized as unexpected, emergency, or in need of immediate attention.
 - 1.4 "FHWA" means the Federal Highway Administration.
 - 1.5 "High Street Bridge" means the structure constructed by ODOT to carry the road surface

known as North High Street over Interstate 670 in the City of Columbus, Franklin County, Ohio. For maintenance, extraordinary maintenance, repair, rehabilitation, and reconstruction, this structure shall be considered separately from the Platforms joined to it.

- 1.6 "Highway Facility" means the State's entire right-of-way for Interstate 670, including its adjacent entry and exit ramps, paved and marked lanes and shoulders, and all related structures, lying within the limits described in Appendix A; but not including those Highway Related Structures (other than crash attenuation devices) placed within the highway right-of-way for the City as a result of the platform's existence or construction.
- 1.7 "Highway Related Structures" means the substructure supporting the Platforms, as constructed for the City by ODOT which are needed for, assist in, or are related to the construction, operation, or uses of the Platforms, or the passage of traffic under the Platforms, which features or structures rest within, are adjacent to, or include, the State's entire right-of-way at that location, and the airspace above it.
- 1.8 "Improvements" means such additional structural improvements made by the City, or caused or permitted to be made by the City, upon the Platforms.
- 1.9 "Maintenance" means the act of preserving and keeping the High Street bridge, the Highway Related Structures, or the Platforms, as nearly as possible in their original condition as constructed, or as subsequently improved.
- 1.10 "ODOT" means the Ohio Department of Transportation and unless otherwise indicated, the Director of the Ohio Department of Transportation.
- 1.11 "Platforms" means the superstructure constructed by ODOT as part of the Plans and Specifications for FRA 670-3.80 Part 2 of 2 of the B-1 Project.
- 1.12 "Rehabilitation or Reconstruction" means major bridge or platform repair, including but not limited to, bridge painting, maintenance of epoxy coatings on concrete, cathodic protection, thermoplastic pavement markings, maintenance of extru sheet (large) signs, surface treatments such as resurfacing, overlay or drainage repairs, and major joint repair.
- 1.13 "Repair" means all work necessary to restore the Platforms, Highway Related Structures, and High Street bridge, including its substructure and superstructure, to a sound state after decay, corrosion, or damage has occurred requiring the performance of work beyond the scope of routine maintenance, inclusive of painting of the structural steel.
- 1.14 "Routine Maintenance" means the act of preserving and keeping the Platforms, Highway Related Structures, and High Street bridge road surface as nearly as possible in its original condition as constructed or as subsequently improved. Routine maintenance for the High Street Bridge shall include, but shall not be limited to: pothole patching, pavement repairs to include partial and limited full depth repair, pavement markings, flat

sheet sign replacement and repair, mowing, herbicidal spraying, on-going landscape maintenance, street sweeping, litter pickup, snow and ice control, minor drainage repairs as determined by ODOT, catch basin cleaning, guardrail repair, and fence repair due to accidents, and crack sealing for the first four years of new pavement.

2. Statutory Provisions

- 2.1 This Permit is and shall be subject to any and all of the terms, conditions, and restrictions contained in Sections 5515.01 and 5515.02 of the Ohio Revised Code. Copies of these sections are attached hereto in Appendix B. By this reference, all of the terms, conditions, and restrictions contained in these sections shall be and the same hereby are incorporated into this Permit, the same as if here fully rewritten.

3. Scope of Use

- 3.1 The City intends to use the Platforms and Highway Related Structures to construct, or cause or permit to be constructed, Improvements, such as a pedestrian mallway or other street enhancements for North High Street; or to lease the Platforms for use as a foundation for the construction of other Improvements, such as office or retail buildings designed to ameliorate the physical and visual separation of the neighborhood and business district along North High Street caused by the presence of I-670. Such uses are hereby approved by ODOT.

4. Ownership

- 4.1 Upon completion of construction, ownership of the Highway Related Structures and Platforms shall vest in the City of Columbus.

5. Design of Improvements on the Platforms.

- 5.1 In the event the City decides to construct Improvements, or its Lessee decides to construct Improvements, on the Platforms, the City shall submit, or cause to be submitted, for ODOT's approval, design schematics, showing the proposed design and layout of any Improvements. ODOT's approval or disapproval and comments on the design schematic and on the Final Plans submitted below shall be limited and extend only to the extent of the proposed Improvements' impact upon the use, function, safety, maintenance, and operation of its highway facilities within the vicinity of Interstate 670 and to insure compliance with all laws governing the use of its highway right-of-way. ODOT shall not review the plans for the design or fitness for the intended use of the Improvements or any other purpose other than set forth herein.
- 5.2 The City shall submit, or cause to be submitted, to ODOT a complete set of design schematics described above. ODOT shall give the City written notice of its approval or disapproval of the design schematics, specifying in the latter event the reasons therefore. Such written approval or disapproval shall be sent to the City as soon as possible but no

later than 90 days after receipt of a complete set of such design schematics. In the event of disapproval, the City shall resubmit revised design schematic, incorporating such changes and modifications specified by ODOT and specifying any changes, modifications, or corrections which were not incorporated, setting forth the City's reasons therefore. ODOT shall give the City written notice of its approval or disapproval of the design schematics as soon as possible but no later than 90 days after receipt of the revised set of such design schematics.

- 5.3 Only after receiving ODOT's approval of the design schematics, the City shall commence, at its own expense, or caused to be commenced, the preparation of final plans and specifications for the Improvements which shall be substantially in accordance with the approved design schematics. If such plans and specifications are in any significant or substantial respect inconsistent with the approved design schematics, the City shall obtain ODOT's written approval to such portion of the final plans and specifications as are inconsistent before proceeding to submit final plans and specifications for approval. The procedure for obtaining ODOT's approval for said deviations shall follow the procedure set forth above in Paragraph 5.2.

- 5.4 Construction of the Improvements may commence upon completion of construction of the Platforms. ODOT agrees to keep the Highway Facility beneath the Platforms closed to public traffic for no more than eight (8) weeks after completion of the ~~mainline-~~ pavement construction of the Highway Facility. The date of completion of the ~~mainline-~~ pavement construction shall be determined solely by ODOT and ODOT shall notify the City of the commencement of the eight (8) week period of time. If the construction of the Improvements is not completed within that eight (8) week period, the City agrees to provide ODOT with a traffic control plan (TCP) for handling traffic once the Highway Facility is open to public traffic. Any TCP shall include, but not be limited to, proposed construction signing in compliance with the Manual on Uniform Traffic Control Devices and written approval of each TCP, and any revisions or modification of it, shall be obtained from ODOT and the FHWA, before any further construction of the Improvements.

- 5.5 The City agrees to provide ODOT with a TCP for handling traffic during any subsequent maintenance, repair, rehabilitation, reconstruction, removal, or exterior maintenance of the Improvements, including, but not limited to, proposed construction signing in compliance with the Manual on Uniform Traffic Control Devices. Written approval of each TCP, and any revisions or modification of it, shall be obtained from ODOT and the FHWA, before any maintenance, repair, rehabilitation, reconstruction, removal, or exterior maintenance of the Improvements can begin. All maintenance, repair, rehabilitation, reconstruction, removal, or exterior maintenance in the vicinity of Interstate 670 shall be scheduled to minimize disruption of the traffic flow and, if necessary, shall be coordinated with other construction activities on Interstate 670 in the area. Except in case of an emergency, any lane closure shall be scheduled during non-peak hours.

- 5.6 The exterior surface of any Improvements shall be made of material with characteristics that minimize the reflection of light and glare back to Interstate 670. The surface materials shall be submitted to ODOT as a part of the plan approval process set forth above.
- 5.7 No billboard, advertising device of any type, or any sign of any nature is to be placed anywhere on or over the Highway Facility whether within, on, attached to, or apart from, any Improvements so as to be visible to traffic using Interstate 670, at any time.
- 5.8 ODOT reserves the right, during the time any or all of the work in this section is being performed, to appoint, at its own expense, an inspector who shall represent the interests of ODOT and/or the FHWA.
6. Maintenance and Repair of Highway Facility, High Street Bridge, Platforms and Highway Related Structures
- 6.1 The City shall, at its sole cost and expense, maintain, repair, reconstruct, remove, or rehabilitate the Highway Related Structures and Platforms, including all driveways, fences, guardrails, and landscape plantings. The City shall take all necessary steps to protect the Platforms and Highway Related Structures from damage incident to the City's, or its Lessee's, use thereof. The City shall be responsible for any damage to State-owned fences, guardrails, piers, or columns in any way resulting from or attributable to the use and occupancy of the Platforms and Highway Related Structures by the City or any person entering upon the same with the express or implied consent of the City.
- 6.2 With respect to any Improvements, the City shall be responsible for maintenance, repair, reconstruction, removal, and rehabilitation. Such maintenance, repair, reconstruction, removal, and rehabilitation of the Improvements shall be accomplished in accordance with all local, state, and federal laws, rules, regulations, and applicable industry standards. If no such laws, rules, regulations, or industry standards apply, then the City shall be held to use responsible engineering practices. Maintenance, repair, reconstruction, removal, and rehabilitation of the Improvements shall be accomplished in a manner so as not to cause unreasonable interference with the use or access to the Highway Facility.
- 6.3 The City shall, at its own expense, keep and maintain the Platforms and Highway Related Structures free of all tall grass, weeds, debris, and flammable and hazardous materials of every description and, at all times, in an orderly, clean, safe, and sanitary condition. Wrecked vehicles, or parts thereof, shall not be parked or stored thereon. The City shall not install, or caused to be installed, facilities for, nor operate on the Platforms and Highway Related Structures, a gasoline supply station; nor shall vehicles or tanks used to, or designed for, the transportation or storage of gasoline or petroleum products, or any other ignitable materials, be permitted on the Platforms and Highway Related Structures;

nor shall bulk storage of gasoline or petroleum products be permitted on the Platforms and Highway Related Structures; nor shall explosives or hazardous waste of any nature be permitted on the Platforms and Highway Related Structures.

- 6.4 Upon giving reasonable notice to the City and the City's Lessee, ODOT and the FHWA, their authorized officers, engineers, employees, agents, contractors, or designated utility company, shall be permitted to enter upon the Platforms and Highway Related Structures for the purpose of inspection, or doing any and all acts necessary and proper for maintenance, repair, construction, reconstruction, removal, or rehabilitation of the highway facility, including the High Street Bridge. Any such entry shall be designed, to the extent reasonably possible under the circumstances, to minimize intrusion into the Platforms and Improvements and the operations of City's Lessee thereon.
- 6.5 The City agrees to permit ODOT and/or the FHWA to immediately enter upon the Platforms, Highway Related Structures, and Improvements in case of any extraordinary maintenance to inspect or repair either the Highway Facility, the Platforms, or Highway Related Structures, when such maintenance is deemed by the Director of Transportation to be in the best interests of the safety of the traveling public. Any such entry shall be designed, to the extent reasonably possible under the circumstances, to minimize intrusion into the Platforms and Improvements and the operations of City's Lessee thereon.
- 6.6 The City agrees to permit ODOT and/or the FHWA to immediately enter upon the Platforms, Highway Related Structures, and Improvements, and to take immediate possession thereof, in case of and during any state or national emergency declared either by ODOT, the State of Ohio, or the Federal government, or for the purpose of preventing sabotage, and for the protection of the Highway Facility, the Platforms, and Highway Related Structures. In the case of any emergency, oral notice shall be given to the City and such notice shall be promptly followed by a written notice. Such entry shall continue only for so long as the emergency declaration or emergency exists or is in effect.
- 6.7 In the event that an emergency is declared either by ODOT, the State of Ohio, or the Federal government under Paragraph 6.6, the City, its agents, Lessee, and assigns, agree to release ODOT, the State, and the Federal government from any claim of damage or lost rent, or profits because of any closure of the Platforms, Highway Related Structure or Improvements.
- 6.8 ODOT agrees to be responsible for any extraordinary maintenance, rehabilitation, reconstruction, and repair of the High Street bridge; however, the City agrees to perform all routine maintenance on the road surface of the High Street bridge.

7. **Indemnification**

- 7.1 In the event the City leases the Platforms, the City shall require that the Lessee under said lease indemnify the State of Ohio and save it harmless from and against all loss, liability,

damages, or claims for injury, death, or whatever nature to any person, property, or business caused by or resulting from any event or occurrence in, on, or about the Improvements (other than injury, death, or damage resulting from a wrongful or negligent act or omission of ODOT) resulting from the construction, maintenance, inspection, alteration, or repair of the Improvements, the occupancy or use of the Airspace by the City's Lessee, or agents, employees, customers, servants, licensees, guests or invitees of Lessee, and from and against any and all costs, expenses or liability, including reasonable attorney fees, experts, court reporters, or other court related expense, incurred by ODOT in connection with any claim action or proceeding in respect of any such loss, liability, damage, or claim.

8. **Insurance**

- 8.1 If the City leases the Platforms for use as a foundation for the construction of Improvements, the City shall require in its lease that its Lessee, at its sole cost and expense, maintain general public liability insurance against claims for personal injury, wrongful death and property damage occurring on or about the Platforms and the Improvements, including claims arising from the use of the Highway Facility which arise from the use of the Platforms and Improvements, with a minimum coverage of \$5,000,000.00 on account of bodily injury to, or death of, one or more persons as the result of one or more occurrences, and \$10,000,000.00 against claims of two or more persons resulting from any one incident. The City may require such limits of coverage to be increased to an amount which a reasonable and prudent building owner would deem necessary under similar circumstances. The lease shall require the City and the State of Ohio, Department of Transportation to be named as additional insureds under the policy.
- 8.2 If the City leases the Platforms for use as a foundation for the construction of Improvements, the City shall require in its lease that the Lessee, at its sole cost and expense, maintain property damage insurance against any and all liability incident to the use of, or resulting from, any and every cause occurring, in, or about, the Platforms and Improvements including claims arising from the use of the Highway Facility which arise from the use of the Platforms and Improvements, including any and all liability for damage to vehicles parked on the Platforms or Highway Related Structures, in the amount of not less than Five Million Dollars (\$5,000,000). The City may require such limits of coverage to be increased to an amount which a reasonable and prudent building owner would deem necessary under similar circumstances. The lease shall require the City and the State of Ohio, Department of Transportation to be named as additional insureds under the policy.
- 8.3 If the City fails to provide, or cause to be provided, to ODOT a final policy or policies of insurance evidencing the insurance coverage required by this permit within sixty (60) days from the effective date of its lease, the City shall be rendered in default under this permit and such default shall entitle ODOT to exercise any applicable remedies provided in this permit or allowed by law. The policies required under this section shall not be canceled without thirty (30) days prior written notice to the City and ODOT. To the

maximum extent permitted by insurance policies which may be owned by the City's Lessee, the City shall require its Lessee to waive any and all rights of subrogation which might otherwise exist.

9. **Utility Services and Charges**

- 9.1 The City shall, at its own cost and expense, be responsible for obtaining electrical, gas, water, and sewer utility lines of sufficient capacity to serve any Improvements and shall pay, or cause to be paid, all charges for all utility services to the Platforms and the Improvements.

10. **Real Estate Taxes**

- 10.1 In the event the Platforms are improved and such Improvements result in the underlying land no longer being exempt from real estate taxes then the City shall be liable for and pay, or cause to be paid, said taxes. The City shall make all necessary arrangements to have any bills with respect to taxes or assessments sent directly to the City. The City, upon request of ODOT, shall promptly furnish to ODOT evidence of payment.
- 10.2 The City shall have the right to petition for exemption from real estate taxes and to contest, from time to time, the amount or validity of any taxes or assessments which the City is obligated to pay hereunder by appropriate proceedings brought in the names of the City and the State of Ohio, as maybe required, and ODOT shall execute any and all applications, complaints, or other documents which may, in the judgment of the ODOT's counsel, be necessary or proper for such purposes.

11. **Notice**

- 11.1 All notices, submittals, and other communications required or permitted by this Permit shall be sent by certified mail to the parties set forth below, or as may be specified by such party in writing to all other listed parties. Address for listed parties are as follows:

ODOT: District Deputy Director
District 6
400 East Williams Street
Delaware, Ohio 43015
740-363-1251

CITY: Director
Department of Public Service
90 West Broad Street
Columbus, Ohio 43215
614-645-8290

CITY'S LESSEE:

670 Cap Partners, Ltd.
c/o Continental Real Estate
150 E. Broad Street, Suite 800
Columbus, Ohio 43215
Attn: Jonathan E. Kass, President
614-221-1800

LESSEE'S MORTGAGEE:

Huntington Capital Corp.
41 South High Street
Columbus, Ohio 43215
Attn: David Abshier, Vice President
614-480-4362

12. Inspection

- 12.1 Upon completion of construction, ODOT shall place the Platforms and Highway Related Structures on its bridge inventory and shall be responsible for the annual inspection of the Platforms and Highway Related Structures to determine maintenance needs and to comply with the National Bridge Inspection Standards.
- 12.2 Inspections shall be undertaken annually in accordance with the requirements of the National Bridge Inspection Standards (NBIS) and the American Association of State Highway Transportation Officials (AASHTO). Inspection will include physical inspection to determine condition, preparation of NBIS inventory and submission of data to the Federal Highway Administration (FHWA), and load rating as necessary to determine safe load capacity. ODOT shall provide the City with three copies of the report on each inspection within 180 days after the completion thereof. In-depth inspections shall be performed by qualified personnel, per the National Bridge Inspection Standards.
- 12.3 Once each calendar year, representatives of the parties hereto shall meet at the Platforms and Highway Related Structures on a prearranged date to determine any foreseeable maintenance, construction, or reconstruction which will be required during the ensuing twelve months. This shall not preclude other examinations when deemed necessary by either ODOT or the City. Subsequent to each maintenance inspection, ODOT shall provide the City with its report thereon, including its recommendations for maintenance and repairs. Within thirty days of the receipt of ODOT's report, the City shall advise ODOT of its proposed schedule for accomplishing the required maintenance and repairs.

13. Duration of the Permit

- 13.1 This Permit, and its privileges granted hereunder to the City, shall remain in effect so long as the City abides by, and fulfills, its obligations as set forth herein; provided, however, in the event of default sufficient to give ODOT cause to terminate this permit, ODOT shall give the City, the City's Lessee, and Lessee's Mortgagee, of which ODOT

has notice, written notice and a reasonable period of time to cure such default. Nothing, however, contained in this Permit shall be construed or interpreted to limit in any way the power and authority of the Director of Transportation to terminate this Permit under the provisions of Chapter 5501 and 5515 of the Ohio Revised Code.

14. Fee for Use

- 14.1 If the City leases the Platforms and Highway Related Structures for use as a foundation for the construction of other Improvements, the City shall charge and collect the fair market rental value therefor. Such value shall be determined by an independent appraisal and in consultation with ODOT and FHWA. In accordance with Title 23, U.S.C., Section 156, the rental amount received by the City from its Lessee shall only be used by the City for highway projects eligible under Title 23 of the United States Code. From time to time as necessary, ODOT may require access to the City's accounting records to verify expenditure of rental amounts on Title 23 projects.

15. General Provisions

- 15.1 The granting of this Permit does not in any way abridge the right of the Director of Transportation in his jurisdiction over the state highway system. If, in the process of any future work, or for the benefit of the traveling public, it becomes necessary, in the opinion of the Director of Transportation, to order the reconstruction, relocation, removal, or repair of the Platforms, Highway Related Structures, or Improvements, said reconstruction, repair, ~~removal~~, or relocation shall be wholly at the expense of the City and shall be made as directed by the Director of Transportation.

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- 15.2 The District Deputy Director of District 6 shall act for, and in behalf of, the Director of Transportation, in the issuance of and the carrying out of the provisions of this Permit.
- 15.3 The District Deputy Director of District 6 shall have full authority to insure that the provisions of this Permit are complied with fully and retains the right to reject any materials or workmanship in the reconstruction, repair or relocation of the Platforms, Highway Related Structures, or Improvements. Failure on the part of the City to conform to the provisions of this permit will be cause for suspension, revocation, or termination of this Permit, as the District Deputy Director deems necessary.
- 15.4 If the City does anything contrary to the orders of the District Deputy Director and after due notice, fails to correct such work or to remove such structures, or materials, as it may be ordered to remove, ODOT may with, or without notice, correct such work or remove such structures or material. The City shall reimburse ODOT for any expense incurred in correcting the work or removing the structure or materials.
- 15.5 The acceptance of this Permit, or the doing of any work hereunder, shall constitute an agreement by the City to comply with all the terms, conditions, and restrictions contained herein.

- 15.6 This Permit shall be retained in the possession of the City and, upon the request of ODOT, the City shall display this Permit in such a manner as ODOT may prescribe.
- 15.7 In the event the City leases the Platforms, ODOT agrees to promptly execute and provide to the City's Lessee and/or such Lessee's Mortgagee of which ODOT has notice, from time to time, such estoppel certificates as may be requested by the City's Lessee or such Lessee's Mortgagee, certifying that the City is not in default (or if the City is in default of this Permit, specifying the nature of such default) and such other factual matters with respect to this Permit as such Lessee or Lessee's Mortgagee may ask ODOT to certify.
- 15.8 As used herein, the term "City's Lessee" or "Lessee" shall refer to 670 Cap Partners, Ltd., an Ohio limited liability company, and its successors and assigns.

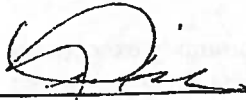
Date: 18 March 2003

Gordon Proctor / JRM
GORDON PROCTOR
Director
Ohio Department of Transportation

ACCEPTED:

CITY OF COLUMBUS, OHIO

BY:



Linda K. Page
Director of Public Service

Date:

4-18-03

APPENDIX "A"

Legal Description

§ 5515.01 Permits granted to use or occupy portions of road or highway.

The director of transportation may upon formal application being made to the director, grant a permit to any individual, firm, or corporation to use or occupy such portion of a road or highway on the state highway system as will not incommode the traveling public. Such permits, when granted, shall be upon the following conditions:

(A) The occupancy of such roads or highways shall be in the location as prescribed by the director.

(B) Such location shall be changed as prescribed by the director when the director deems such change necessary for the convenience of the traveling public, or in connection with or contemplation of the construction, reconstruction, improvement, relocating, maintenance, or repair of such road or highway.

(C) The placing of objects or things shall be at a grade and in accordance with such plans, specifications, or both, as shall be first approved by the director.

(D) The road or highway in all respects shall be fully restored to its former condition of usefulness and at the expense of such individual, firm, or corporation.

(E) Such individual, firm, or corporation shall maintain all objects and things in a proper manner, promptly repair all damages resulting to such road or highway on account thereof, and in event of failure to so repair such road or highway to pay to the state all costs and expenses which may be expended by the director in repairing any damage.

(F) Such other conditions as may seem reasonable to the director, but no condition shall be prescribed which imposes the payment of a money consideration for the privilege granted. Nothing in this division prohibits the director from requiring payment of money consideration for a lease, easement, license, or other interest in a transportation facility under control of the department of transportation.

(G) Permits may be revoked by the director at any time for a noncompliance with the conditions imposed.

(H) As a condition precedent to the issuance of a permit to a telecommunications service provider, the director shall require the applicant to provide proof it is party to a lease, easement, or license for the construction, placement, or operation of a telecommunications facility in or on a transportation facility.

Except as otherwise provided in this section and section 5501.311 [5501.31.1] of the Revised Code, Chapters 5501., 5503., 5511., 5513., 5515., 5516., 5517., 5519., 5521., 5523., 5525., 5527., 5528., 5529., 5531., 5533., and 5535. of the Revised Code do not prohibit telegraph, telephone, and electric light and power companies from constructing, maintaining, and using telegraph, telephone, or electric light and power lines along and upon such roads or highways under sections 4931.19, 4933.14, or other sections of the Revised Code, or to affect existing rights of any such companies, or to require such companies to obtain a permit from the director, except with respect to the location of poles, wires, conduits, and other equipment comprising lines on or beneath the surface of such road or highways.

This section does not prohibit steam or electric railroad companies from constructing

tracks across such roads or highways, nor authorize the director to grant permission to any company owning, operating, controlling, or managing a steam railroad or interurban railway in this state to build a new line of railroad, or to change or alter the location of existing tracks across any road or highway on the state highway system at grade. No such company shall change the elevation of any of its tracks across such road or highway except in accordance with plans and specifications first approved by the director.

This section does not relieve any individual, firm, or corporation from the obligation of satisfying any claim or demand of an owner of lands abutting on such road or highway on the state highway system on account of placing in such road or highway a burden in addition to public travel.

HISTORY: GC § 1178-30; 121 v 455 (473); Bureau of Code Revision, 10-1-53; 135 v H 200 (Eff 9-28-73); 147 v H 210 (Eff 6-30-97); 148 v H 283. Eff 9-29-99.

The effective date is set by section 162 of HB 283.

§ 5515.02 Removal of structures constituting obstructions or interferences.

All individuals, firms, and corporations using or occupying any part of a road or highway on the state highway system with telegraph or telephone lines, steam, electrical, or industrial railways, oil, gas, water, or other pipes, mains, conduits, or any object or structure, other than by virtue of a franchise or permit granted and in force, shall remove from the bounds of the road or highway, their poles and wires connected therewith, and any tracks, switches, spurs, or oil, gas, water, or other pipes, mains, conduits, or other objects or structures, when in the opinion of the director of transportation they constitute obstructions, or they interfere or may interfere with the contemplated construction, reconstruction, improvement, maintenance, repair, or use by the traveling public of the roads or highways.

All individuals, firms, or corporations so occupying any road or highway on the state highway system, under and by virtue of a franchise or permit granted and in force, shall relocate their properties and all parts thereof within the bounds of the road or highway when in the opinion of the director they constitute obstructions, or they interfere with or may interfere with the contemplated construction, reconstruction, improvement, maintenance, repair, or use of the road or highway. The relocation within the bounds of the road or highway shall be in the manner and to the extent prescribed by the director.

If, in the opinion of the director, such individuals, firms, or corporations have obstructed any road or highway on the state highway system, or if any of their properties are so located that they do or may interfere with the contemplated construction, reconstruction, improvement, maintenance, repair, or use of the road or highway, the director shall notify such individual, firm, or corporation directing the removal of the obstruction or properties, or the relocation of the properties. If the individual, firm, or corporation does not within five days from the service of the notice proceed to remove or relocate the obstruction or properties and complete the removal or relocation within a reasonable time, the director may remove or relocate the same by employing the necessary labor, tools, and equipment. Any notice required under this section shall be made by personal service, certified mail, or express mail.

If, in the director's opinion, the obstruction or properties present an immediate and serious threat to the safety of the traveling public, the director may remove or relocate the obstruction or properties without prior notice.

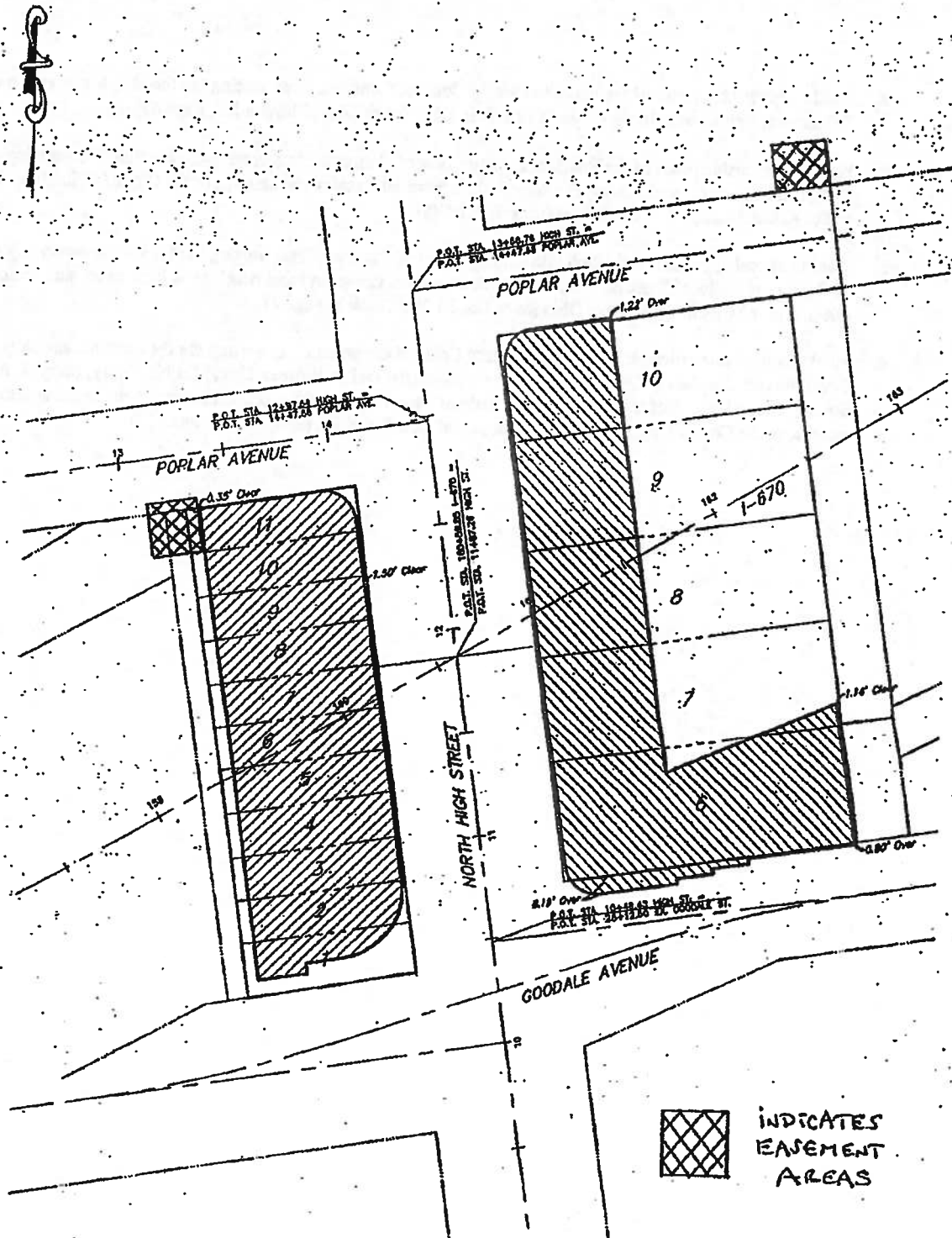
When the director performs a removal or relocation under this section, the costs and expenses shall be paid by the director out of any appropriation of the department of transportation available for the establishment, construction, reconstruction, improvement, maintenance, or repair of highways, and the amount thereof shall be certified to the attorney general for collection by civil action.

As used in this section, "road" or "highway" has the same meaning as in section 5501.01 of the Revised Code and also includes any part of the right of way.

HISTORY: GC § 1178-31; 121 v 455 (474); Bureau of Code Revision, 10-1-53; 135 v H 200 (Eff 9-28-73); 147 v S 229 (Eff 9-16-98); 148 v S 295. Eff 4-5-2001.

ATTACHMENT C

LOCATION OF EASEMENT AREAS PER SECTION 2.0 OF THE LEASE AGREEMENT



ATTACHMENT D

PROPERTY INTERESTS TO BE ACQUIRED BY THE CITY

- a. Final unappealable order of the Franklin County Court of Common Pleas vesting the fee simple ownership of Nettie Baldasarro, incompetent in the City of Columbus, Ohio (as to Lot 1, Plat Book 3, Page 45).
- b. Final unappealable order of the Franklin County Court of Common Pleas vesting the fee simple ownership of Catherine F. Cooney and Francis P. Cooney, their heirs, successors and assigns, in the City of Columbus, Ohio (as to Lot 4, Lot 3 and part of Lot 2, Plat Book 3, Page 45).
- c. Final unappealable order of the Franklin County Court of Common Pleas vesting the fee simple ownership of Alice T. Gow, City National Bank & Trust Co. (Bank One Trust Company) and Ann Yezzi, their heirs, successors and assigns, in the City of Columbus, Ohio (as to Lot 10, Plat Book 3, Page 45).
- d. Final unappealable order of the Franklin County Court of Common Pleas vesting the fee simple ownership of Randy Conn Bowers; Stephen E. Bowers; Lewis Bowers; Maxine DeLee Bowers; David Strible Henry; Mary B. Anderson Stucky; Helen Wells Anderson Lindley and State of Ohio Dept. of Taxation, lienholder, their heirs, successors and assigns, in the City of Columbus, Ohio (as to part of Lots 9 and 10, Plat Book 1, Page 170).

ATTACHMENT E

TENANT'S CRITICAL PATH MILESTONES FOR CONSTRUCTION

(See attached two pages)

CONTINENTAL BUILDING SYSTEMS

Act ID	Description	Orig Duf	Early Start	Early Finish	MAR	APR	MAY	JUN	2003	JUL	AUG	SEP	OCT
1000	Concrete Foundations and Pilnths	10d	17MAR03	28MAR03									
1010	Foundation Block	10d	31MAR03	11APR03									
1020	Steel Erection and Detailing (Building)	10d	14APR03	25APR03									
1030	Structural Metal Stud Framing (Building)	15d	28APR03	16MAY03									
1040	Steel Erection and Detailing (Canopy)	10d	28APR03	09MAY03									
1050	Exterior Sheathing (Building)	10d	05MAY03	16MAY03									
1060	Roofing (Building)	7d	12MAY03	20MAY03									
1070	Concrete Pilnths on Deck	15d	12MAY03	02JUN03									
1090	E.I.F.S. Installation	10d	12MAY03	23MAY03									
1110	Underground Plumbing	7d	21MAY03	30MAY03									
1120	Rough Electric	20d	21MAY03	18JUN03									
1130	Set HVAC Units on Roof	5d	21MAY03	28MAY03									
1170	Pour 4" Slab on Grade	3d	02JUN03	04JUN03									
1180	Gas Piping	10d	02JUN03	13JUN03									
1080	Structural Metal Stud Framing (Canopy)	10d	03JUN03	16JUN03									
1190	Fire Sprinkler System	15d	05JUN03	25JUN03									
1200	Spray-on Insulation Under Bridge Deck	10d	05JUN03	18JUN03									
1100	Exterior Sheathing (Canopy)	5d	10JUN03	16JUN03									
1140	Roofing (Canopy)	5d	17JUN03	23JUN03									
1150	Doors & Windows	10d	17JUN03	30JUN03									
1160	Fiberglass Panels, Cornice and Columns	50d	24JUN03	02SEP03									
1210	Exterior Painting	10d	06AUG03	19AUG03									
1220	Lighting Fixtures	15d	06AUG03	26AUG03									
1230	Cleanup and Punchout	15d	27AUG03	17SEP03									

I-670 CAP AT HIGH STREET
Building "A" - West Deck

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

Act ID	Description	Orig Dur	Early Start	Early Finish	JAN	JUN	JUL	AUG	2003 SEP	OCT	NOV	DEC	2004 JAN
CRITICAL to I-670 Opening													
1000	Concrete Foundations and Pimths	15d	19MAY03	06JUN03	Concrete Foundations and Pimths ■ Foundation Block ■ Steel Erection and Detailing (Building) ■ Structural Metal Stud Framing (Building) ■ Spray-on Insulation Under Bridge Deck ■ Exterior Sheathing (Building) ■ E.I.F.S. Installation ■ Roofing (Building) ■ Set HVAC Units on Roof ■ Metal Flashings / Coping Caps ◆ Planned Date for I-670 Re-Opening								
1010	Foundation Block	5d	09JUN03	13JUN03									
1030	Steel Erection and Detailing (Building)	12d	16JUN03	01JUL03									
1040	Structural Metal Stud Framing (Building)	15d	02JUL03	23JUL03									
1180	Spray-on Insulation Under Bridge Deck	10d	02JUL03	16JUL03									
1050	Exterior Sheathing (Building)	10d	14JUL03	25JUL03									
1100	E.I.F.S. Installation	15d	21JUL03	08AUG03									
1055	Roofing (Building)	10d	24JUL03	06AUG03									
1140	Set HVAC Units on Roof	5d	07AUG03	13AUG03									
1105	Metal Flashings / Coping Caps	5d	11AUG03	15AUG03									
1185	Planned Date for I-670 Re-Opening	0		15AUG03									
Not Critical to I-670 Opening													
1060	Steel Erection and Detailing (Canopy)	10d	02JUL03	16JUL03	Steel Erection and Detailing (Canopy) ■ Concrete Pimths on Deck ■ Structural Metal Stud Framing (Canopy) ■ Underground Plumbing ■ Rough Electric ■ Exterior Sheathing (Canopy) ■ Roofing (Canopy) ■ Pour 4" Slab on Grade ■ Gas Piping ■ Doors & Windows ■ Fiberglass Panels, Co ■ Fire Sprinkler System ■ Exterior Painting ■ Lighting Fixtures ■ Cleanup and P								
1065	Concrete Pimths on Deck	15d	17JUL03	06AUG03									
1070	Structural Metal Stud Framing (Canopy)	10d	07AUG03	20AUG03									
1110	Underground Plumbing	10d	07AUG03	20AUG03									
1130	Rough Electric	25d	07AUG03	11SEP03									
1080	Exterior Sheathing (Canopy)	5d	14AUG03	20AUG03									
1090	Roofing (Canopy)	5d	19AUG03	25AUG03									
1120	Pour 4" Slab on Grade	5d	21AUG03	27AUG03									
1150	Gas Piping	12d	21AUG03	08SEP03									
1170	Doors & Windows	15d	26AUG03	16SEP03									
1190	Fiberglass Panels, Cornice and Columns	65d	26AUG03	25NOV03									
1160	Fire Sprinkler System	20d	28AUG03	25SEP03									
1210	Exterior Painting	25d	01OCT03	04NOV03									
1200	Lighting Fixtures	20d	22OCT03	18NOV03									
1220	Cleanup and Punchout	15d	19NOV03	19DEC03									
Start date 19MAY03 Finish date 10DEC03 Data date 19MAY03 Run date 17MAR03 Page number 1A © Primavera Systems, Inc.					I-670 CAP AT HIGH STREET Building "B" - East Deck								
Early bar Progress bar Critical bar Summary bar Start milestone point Finish milestone point													

Act ID	Description	Orig Dur	Early Start	Early Finish	JAN	JUN	JUL	AUG	2003 SEP	OCT	NOV	DEC	2004 JAN
CRITICAL to I-670 Opening													
1000	Concrete Foundations and Pimths	15d	19MAY03	06JUN03	Concrete Foundations and Pimths Foundation Block Steel Erection and Detailing (Building) Structural Metal Stud Framing (Building) Spray-on Insulation Under Bridge Deck Exterior Sheathing (Building) E.I.F.S. Installation Roofing (Building) Set HVAC Units on Roof Metal Flashings / Coping Caps Planned Date for I-670 Re-Opening								
1010	Foundation Block	5d	09JUN03	13JUN03									
1030	Steel Erection and Detailing (Building)	12d	16JUN03	01JUL03									
1040	Structural Metal Stud Framing (Building)	15d	02JUL03	23JUL03									
1180	Spray-on Insulation Under Bridge Deck	10d	02JUL03	16JUL03									
1050	Exterior Sheathing (Building)	10d	14JUL03	25JUL03									
1100	E.I.F.S. Installation	15d	21JUL03	08AUG03									
1055	Roofing (Building)	10d	24JUL03	06AUG03									
1140	Set HVAC Units on Roof	5d	07AUG03	13AUG03									
1105	Metal Flashings / Coping Caps	5d	11AUG03	15AUG03									
1185	Planned Date for I-670 Re-Opening	0		15AUG03									
Not Critical to I-670 Opening													
1060	Steel Erection and Detailing (Canopy)	10d	02JUL03	16JUL03	Steel Erection and Detailing (Canopy) Concrete Pimths on Deck Structural Metal Stud Framing (Canopy) Underground Plumbing Rough Electric Exterior Sheathing (Canopy) Roofing (Canopy) Pour 4" Slab on Grade Gas Piping Doors & Windows Fiberglass Panels, Cornice and Columns Fire Sprinkler System Exterior Painting Lighting Fixtures Cleanup and Punchout								
1065	Concrete Pimths on Deck	15d	17JUL03	06AUG03									
1070	Structural Metal Stud Framing (Canopy)	10d	07AUG03	20AUG03									
1110	Underground Plumbing	10d	07AUG03	20AUG03									
1130	Rough Electric	25d	07AUG03	11SEP03									
1080	Exterior Sheathing (Canopy)	5d	14AUG03	20AUG03									
1090	Roofing (Canopy)	5d	19AUG03	25AUG03									
1120	Pour 4" Slab on Grade	5d	21AUG03	27AUG03									
1150	Gas Piping	12d	21AUG03	08SEP03									
1170	Doors & Windows	15d	26AUG03	16SEP03									
1190	Fiberglass Panels, Cornice and Columns	65d	26AUG03	25NOV03									
1160	Fire Sprinkler System	20d	28AUG03	25SEP03									
1210	Exterior Painting	25d	01OCT03	04NOV03									
1200	Lighting Fixtures	20d	22OCT03	18NOV03									
1220	Cleanup and Punchout	15d	19NOV03	19DEC03									
Start date 19MAY03 Finish date 10DEC03 Data date 19MAY03 Run date 17MAR03 Page number 1A © Primavera Systems, Inc.					I-670 CAP AT HIGH STREET Building "B" - East Deck								
Early bar Progress bar Critical bar Summary bar Start milestone point Finish milestone point													