




Aaron S. Evenchik




April 1, 2020

VIA U.S. MAIL and E-MAIL

Matt Vazzana, Esq.  
City Solicitor  
City of Hudson, Ohio



R. Todd Hunt, Esq.  
Walter Haverfield  
The Tower at Erieview



**Re: City of Hudson / First & Main, Phase II / Demand for Reimbursement of Expenses or Continuation of Project / Public Records Act Request / Litigation Hold Notice / Demand for Return of any Testa Intellectual Property**

Dear Mr. Vazzana and Mr. Hunt:

Hahn Loeser & Parks, LLP represents Testa Enterprises, Inc. who forwarded Jane Howington's March 2, 2020 letter. Having reviewed the project history, memorandum of understanding, investments made by Testa, and approvals of the City for the project, Testa is entitled to reimbursement of its costs and will not agree to a no cost walkaway. Testa incurred costs based upon the MOU and representations of the City, approvals by the City, and Testa's good faith efforts to advance the project. Sadly it is the City who refuses to honor its agreements and has

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HAHN LOESER & PARKS LLP attorneys at law  
cleveland columbus naples fort myers san diego chicago



continually down-zoned the project, reducing the land value. Despite this, Testa has stood by the City, designed significant improvements (including a pump station) and has consistently worked with the City.

Testa remains willing to finalize the purchase agreement, ground lease, and development agreement on terms consistent with the parties' years of discussions, including the City's agreement to permit Testa to pay on sales as units are sold. However, if the City refuses to move forward, then Testa is entitled to a "commercially reasonable termination" payment under the MOU. Testa and its counsel are willing to meet at the City's convenience, via phone conference, virtual meeting, or otherwise, to attempt resolution.

If the City refuses to work with Testa on the development, then Testa demands that the City segregate and return to Testa all of Testa's project related plans, drawings, utility installation plans and improvement plans, and any other work product created by Testa. Testa objects to Testa's work product being used by any other developer or the City without reimbursement to Testa and Testa's agreement and release on the same. Testa demands a detailed plan on how the City will protect against misuse of this information.

Additionally, because chances of litigation on this project/dispute are high, Testa demands that the City and its consultants take efforts to prevent the deletion or destruction of any documents, files, electronic documents, e-mails, or the like in any way related to First and Main Phase 2 project, Testa, Testa's work on the project, intra-City communications, meeting notes, or any other document related to the project.

Finally, per Ohio's Public Records Act, Testa requests the following documents be made available to Testa for inspection and copying:

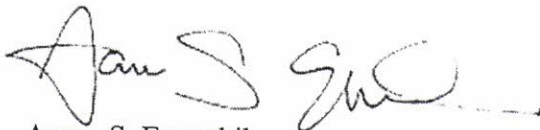
- All documents related to the First and Main Phase II project, starting on Jan. 1, 2018. This includes all internal city documents, documents by and between council members, planning and zoning commission members, architectural review board members, any third party consultants relating in any way to the project, meeting notes, internal City e-mails, or external e-mails or communications related to the project, or any other documents related to the project.

- The scope of this request specifically includes any City communications or e-mails with any third parties related to the project, including but not limited to Fairmount Properties, Welty, Don Taylor, Payne & Payne, Petros, Testa, and any other builders or developer.
- The scope of this request also requires production of Jane Howeington's entire file related to the project, including any internal memos, e-mails, meeting minutes, diary entries, phone notes, and any other related documents.

If something will not be produced, please so advise why. If there is a cost for this production, please advise and reimbursement will be made. We are willing to accept documents electronically to honor social distancing requirements.

Testa remains willing to meet and review these issues at any time. Pending resolution Testa reserves all of its rights and claims under the memorandum of understanding, prior approvals, and at law.

Sincerely,



Aaron S. Evenchik

ASE/rl

cc: Paul Testa (via e-mail)  
Joel Testa (via e-mail)

CITY OF HUDSON, OHIO

*Downtown Hudson - Phase II*

*Assumes Residential Land Payments Over 4 Years*

**PHASE II ESTIMATED PROJECT COSTS (1)**

<u>Project</u>	<u>Total</u>
Land Acquisition	\$1,838,720.85
Site Preparation & Demolition	\$1,416,063.02
Bus Garage, Salt Dome Improvements	\$7,318,430.18
General Phase II Costs	\$310,852.82
Sanitary Pump Station	\$195,243.75
Totals	<u>\$11,079,310.62</u>

(1) Estimated project costs provided by the City.

(Subject to the attached letter dated December \_\_, 2019)  
(Preliminary - Subject to Change)  
(For Internal Use Only)