

INDIAN TITLE SECURITY, INC.
FILE NO. 2-20197
MICHIGAN TITLE

RECORDED FRANKLIN CO., OHIO

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JUN 19 1995

29322H19

TRANSFER
NOT NECESSARY
JUN 19 1995
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

RICHARD H. METCALF, RECORDER
5800
EASEMENT AGREEMENT

CONVEYANCE TAX
EXEMPT
JP DV
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

THIS EASEMENT AGREEMENT, dated May 15, 1995, is between GIUSEPPE A. PINGUE, SR., 1445 Worthington Woods Blvd., Worthington Ohio 43085 ("Lessor") and BP EXPLORATION & OIL INC., an Ohio Corporation, 200 Public Square, Cleveland, Ohio 44114-2375 ("Lessee"). The following statements are a material part of this agreement:

A. Lessee is, or will be at the time of recording of this document, the lessee of Parcel 1 described and depicted in Exhibit "A" attached hereto and made a part hereof.

B. Lessor is the owner of Parcels 1, 2, 3, and 4 ("Parcels") described and depicted in Exhibit "A" attached hereto.

C. Lessor wishes to grant and Lessee wishes to receive certain easements over, under and across that certain portion of Parcels 3 and 4 described in Exhibit "B" attached hereto and made a part hereof ("Easement Area").

THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INGRESS AND EGRESS EASEMENT.

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Lessor, pursuant to the terms and conditions herein, grants and conveys to Lessee, for the benefit of Parcel 1, a perpetual non-exclusive easement and right of way upon and across the Easement Area, for pedestrian and vehicular egress and ingress from Parcel 1 to and from the public roads. The only persons entitled to use the driveway improvements to be constructed in the Easement Area shall be the owners of the Parcels, together with the lessees of those Parcels and their respective customers and business invitees.

2. CONSTRUCTION.

Lessor and Lessee shall share equally in the cost of planning, designing, engineering, constructing and installing the driveway improvements to be located within the Easement Area and the associated curb cuts onto Sancus Blvd. and Worthington Woods Blvd., including the costs of obtaining plans and permits and the costs of base and paving, curbs, striping and other driveway improvements. Either Lessor or Lessee shall have the right to initiate the construction and installation of such driveway and curb cut improvements by giving written notice thereof (the "Commencement Notice") to the other party. The party first giving such Commencement Notice is herein referred to as the "Constructing Party", and the party receiving such Commencement Notice is herein referred to as the "Other Party". Upon the giving of such Commencement Notice, the Constructing Party will promptly cause a qualified engineer to prepare plans, specifications and estimates of cost for the driveway improvements to be constructed within the Easement Area and the associated curb cuts. Such plans will contemplate the construction of driveway improvements in accordance with the standards of first-class commercial developments and the requirements with respect to such driveway and curb cut improvements of all applicable governmental authorities. The Constructing Party agrees that the plans, specifications and estimates of cost to be prepared by such engineer shall be expressly subject to the approval of the Other Party. The Other Party shall approve or disapprove such plans, specifications and estimates of cost in writing, stating the reasons for any

disapproval, within ten (10) business days after the date the Other Party receives such initial plans, specifications and estimates of cost. The Other Party shall also approve or disapprove any revisions to such initial plans, specifications and estimates of cost within five (5) business days after the date the Other Party receives the same. The Other Party's approval of such plans, specifications, estimates of cost, or any revisions thereto shall not be unreasonably withheld. In the event the Other Party shall fail to respond to such initial plans, specifications and estimates of cost submitted to the Other Party pursuant hereto within such ten (10) business day period or in the event the Other Party shall fail to respond to any revised plans, specifications and estimates of cost submitted to the Other Party pursuant hereto within such five (5) business day period, such plans, specifications, estimates of cost, or revisions thereto, as the case may be, shall be deemed to be approved by the Other Party. Promptly following the approval of the plans, specifications and estimates of cost for such driveway and curb cut improvements, the Constructing Party shall promptly cause a reputable, qualified and financially capable contractor to construct and install the driveway improvements within the Easement Area and the associated curb cuts in accordance with the approved plans, specifications and estimates of cost. Following commencement of construction and installation of such driveway and curb cut improvements, the Constructing Party shall thereafter cause such contractor to diligently and continuously prosecute the construction and installation of such driveway and curb cut improvements until completion thereof. The Constructing Party agrees that the contract between the Constructing Party and its contractor shall include a one (1) year warranty requiring the contractor to repair any defects in the construction and installation of the driveway and curb cut improvements for a period of one (1) year following the completion of the construction and installation thereof. Such warranty shall be expressly assignable to and shall be assigned (on a non-exclusive basis shared with the Constructing Party) to the Other Party. If such driveway and curb cut improvements are designed, constructed and installed in conjunction with other improvements, the Constructing Party agrees to cause its engineer and contractor to separately allocate on a fair and reasonable basis the cost of designing, constructing and installing such driveway and curb cut improvements so that appropriate payment can be made by the Other Party of its share of such costs. The Other Party shall reimburse the Constructing Party for the Other Party's share of the costs of designing, constructing and installing such driveway and curb cut improvements within thirty (30) days after being billed therefor by the Constructing Party. One such bill for the cost of designing and planning such improvements may be sent after the plans for such improvements have been completed and approved as provided herein, and a final bill for all costs of such construction and installation may be sent after the completion of such improvements. Each such billing shall be accompanied by such backup invoices, receipts and other materials as are necessary for the Other Party to determine the accuracy of the bill. If the Other Party's share of such costs are not paid within thirty (30) days after receipt of such billing, the amount due by the Other Party shall bear interest from the due date thereof until paid at the rate of ten percent (10%) per annum. In addition, if Lessee is the Constructing Party and is not paid within such thirty (30) day period, then Lessee may offset against any rent or other amounts owed to Lessor, until Lessee is fully paid, with such interest. The Other Party shall have the right to examine and audit the books and records of the Constructing Party with regard to such costs, but no such examination or audit shall occur with less than ten (10) days' prior written notice. The Constructing Party's books and records of such costs shall be kept and made available to the Other Party at an office in metropolitan Columbus, Ohio. If it is finally determined as a result of such examination or audit that the Other Party was overcharged, the amount of such overcharge shall be immediately repaid by the Constructing Party to the Other Party, together with interest on the amount of such overcharge at

the rate of ten percent (10%) per annum from the date of the Other Party's last payment giving rise to the overcharge. The cost of any such examination or audit shall be borne by the Other Party unless it is finally determined as a result thereof that the Constructing Party overcharged the Other Party by more than five percent (5%), in which case the cost of any such examination or audit shall be borne by the Constructing Party. If the Other Party shall fail to audit an billing within twelve (12) months after the calendar year during which such billing was rendered, such billing shall be deemed to be conclusive and binding between the parties.

If Lessee, its successors or assigns, is the Constructing Party, then during the period of the construction and installation of the driveway improvements to be located within the Easement Area and the associated curb cuts, Lessor grants and conveys to Lessee, its successors and assigns, a temporary non-exclusive construction easement in connection therewith over a portion of the adjacent Parcels, said easement being twenty (20) feet in width and lying adjacent and contiguous to the boundaries of the Easement Area. The temporary construction easement shall automatically terminate upon completion of such construction and installation.

3. MAINTENANCE.

The owners and lessees of record of each of the Parcels ("Owners") shall share in the cost of maintaining, repairing and, when necessary, replacing the driveway improvements within the Easement Area and the associated curb cuts, in proportion with the acreage of such Parcels. As the initial Owners, Lessor and Lessee acknowledge that it is in their respective interests to maintain such driveway and curb cut improvements in good order, condition and state of repair in accordance with the standards of maintenance of first class commercial developments. Any Owner shall have the right to initiate the maintenance, repair or replacement of such driveway and curb cut improvements by giving written notice thereof (the "Maintenance Notice") to the other Owners by describing in the Maintenance Notice the specific maintenance, repairs or replacements to be undertaken by the notifying party and estimates of the cost for same. The party giving any such Maintenance Notice is herein referred to as the "Maintaining Party" with respect to the maintenance, repairs or replacements described in the Maintenance Notice and the parties receiving the Maintenance Notice are herein referred to as "Other Parties". The maintenance, repair and replacement items described in the Maintenance Notice, and estimates of the cost of same, shall be subject to the approval of the Other Parties. The Other Parties shall approve or disapprove such maintenance, repair and replacement items, and estimates of the cost for same, in writing, stating the reasons for any disapproval, within ten (10) business days after the Other Parties receive the Maintenance Notice. The Other Parties' approval of the maintenance, repair and replacement items, and estimates of the cost for same, shall not be unreasonably withheld. In the event the Other Parties shall fail to respond to such Maintenance Notice within such ten (10) business day period, the maintenance, repair and replacement items described in the Maintenance Notice, and estimates of the cost for same, shall be deemed to be approved by the Other Parties. Upon the giving of a Maintenance Notice and the approval by the Other Parties of the maintenance, repair and replacement items described therein, and the estimates of the cost for same, the Maintaining Party shall thereupon cause the maintenance, repairs and replacements described in the Maintenance Notice to be performed in a good, workmanlike and lien free manner, in accordance with the estimates of the cost for same, and on a timely basis with as little interference to the vehicular access provided through the Easement Area as is practical under the circumstances. Upon completion of such maintenance, repairs and replacements, the Other Parties shall reimburse the Maintaining Party for the Other Parties' share of the reasonable cost of maintaining, repairing and replacing such

driveway and curb cut improvements within thirty (30) days after being billed therefor by the Maintaining Party, which billing shall be accompanied by such backup invoices, receipts and other materials as are necessary for the Other Parties to determine the accuracy of the bill. If the Other Parties' share of such costs are not paid within thirty (30) days after receipt of such billing, the amount due by the Other Parties shall bear interest from the due date thereof until paid at the rate of ten percent (10%) per annum. In addition, if Lessee is the Maintaining Party and is not paid within such thirty (30) day period, then Lessee may offset against any rent or other amounts owed to Lessor, until Lessee is fully paid for the amount due from Lessor, with such interest. The Other Parties shall have the right to examine and audit the books and records of the Maintaining Party with regard to such costs, but no such examination or audit shall occur with less than ten (10) days' prior written notice. The Maintaining Party's books and records of such costs shall be kept and made available to the Other Parties at an office in metropolitan Columbus, Ohio. If it is finally determined as a result of such examination or audit that the Other Parties were overcharged, the amount of such overcharge shall be immediately repaid by the Maintaining Party to the Other Parties, together with interest on the amount of such overcharge at the rate of ten percent (10%) per annum from the date of the Other Parties' payment giving rise to the overcharge. The cost of any such examination or audit shall be borne by the Other Parties conducting the same unless it is finally determined as a result thereof that the Maintaining Party overcharged the Other Party by more than five percent (5%), in which case the cost of any such examination or audit shall be borne by the Maintaining Party. If the Other Parties shall fail to audit any billing within five (5) years after such billing was rendered, such billing shall be deemed to be conclusive and binding between the parties.

Notwithstanding the foregoing, if any construction vehicles use the driveway improvements in the Easement Area, the Owners of the Parcel on which construction is being performed shall be responsible, at their sole cost and expense, for promptly repairing any resulting damage, up to and including replacement of such driveway improvements and curb cuts, if reasonably necessary in the discretion of the other Owners.

4. TAXES.

(A) Lessor shall pay or cause to be paid the real estate taxes on the Easement Area on the earliest date when due, and Lessee shall reimburse Lessor one-half (1/2) of the land portion only of such real estate taxes on the Easement Area within thirty (30) days after being billed therefor, which billing shall include a copy of the receipted tax bill or bills and the calculations by which Lessee's share has been determined.

Lessor or Lessee may, to the extent it is practical to do so, cause the Easement Area to be separately assessed for tax purposes and to cause the taxing authority to send tax bills for one-half (1/2) of the land portion only of the real estate taxes on the Easement Area to Lessee. The parties shall reasonably cooperate with each other in any attempts to obtain such separate assessment and billing. If such separate assessment and billing is obtained, Lessee shall pay the amount of one-half (1/2) of the land portion only of the real estate taxes on the Easement Area directly to the taxing authority.

(B) In the event the Easement Area is not separately assessed and billed for real estate tax purposes as aforementioned, Lessor or Lessee may seek to obtain from the taxing authority an assessment proration estimate whereby the portion of the taxes applicable to the land only of the Easement Area is segregated from the land and improvements of which the Easement Area is a part (based on the land acreage area contained in such land and improvements). If Lessor or Lessee does not

obtain from the taxing authority either such separate assessment and billing or such an assessment proration estimate, then the taxes to be reimbursed by Lessee shall be one-half ($\frac{1}{2}$) of the product derived by multiplying the total of the real estate taxes separately levied or assessed against the land portion only of the Parcel or Parcels of which the Easement Area is a part by a fraction, the numerator of which is the land acreage of the Easement Area and the denominator of which is the total land acreage covered by the tax bill.

(C) In no event shall Lessee be liable for interest or penalties. In the event Lessee, for any reason except the fault of Lessee, pays a penalty, Lessee shall be entitled to deduct the amount from subsequent tax reimbursements to Lessor.

A prorated adjustment shall be made with respect to the commencement and ending of Lessee's tax liability if the commencement or ending of Lessee's liability does not coincide with the tax year.

Lessee shall have the right, in its own name or in the name of Lessor, to make and prosecute application(s) for abatement of taxes or appeals for correction of assessments, and Lessor agrees to cooperate fully with Lessee in this regard. Lessor agrees to sign all necessary instruments in connection with such application or appeal. Lessor shall not settle any such application or appeal without Lessee's prior written approval in each instance.

Notwithstanding anything set forth above, Lessee shall not be under obligation to pay any part of any franchise, excise, estate, inheritance, income or similar tax which is or may become payable by Lessor or which may be imposed against Lessor or any Parcel or any Owner of a Parcel or upon the income or profits of Lessor or any Owner of a Parcel, by reason of any law now in force or later enacted.

5. WARRANTIES OF TITLE.

Lessor warrants that Lessor has good and indefeasible fee simple title to the Easement Area; that Lessor has full right and lawful authority to grant these easements, that Lessor will defend and indemnify Lessee against all lawful claims, and that Lessee shall and may peaceably have, hold, and enjoy the easements.

6. RUNNING OF BENEFITS.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the Owners.

7. DEFAULT.

If there is a failure by any Owner to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about, or substantial deterioration of the Easement Area, in each case after written notice, any other Owner may, at its election, cure such failure or breach on behalf of the defaulting Owner. Any amount which the Owner so electing shall expend for such purpose shall be paid to the Owner to whom due on demand, without contest, upon delivery of its invoice, together with interest at the rate of ten percent (10%) per annum from the date of the expenditure or the date when it shall have become due to the date of payment in full, and such amount and interest shall constitute a lien upon the defaulting Owner's Parcel and said lien shall continue in full force and effect until the amount and such interest is fully paid. Such lien shall be in all respects subject and subordinate

to the lien of any mortgages or deeds of trust at any time or from time to time on the Parcel of the defaulting Owner.

8. CONSTRUCTION.

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially useable right of enjoyment to Lessee is carried out.

9. NOTICES.

Lessor's address is:

Giuseppe A, Pingus, Sr.
1445 Worthington Woods Blvd.
Worthington, Ohio 43085

and Lessee's address is:

BP Exploration & Oil Inc.
200 Public Square
Cleveland, Ohio 44114-2375
ATTN.: Manager, Real Estate Legal Services

Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested or by reputable overnight delivery service, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail or with such overnight delivery service.

IN WITNESS WHEREOF, this Easement Agreement has been duly executed by the undersigned, having first read and understood the terms contained herein and the purpose, intent and effects hereof.

LESSOR: Signatures Required: Individual Owner.

WITNESS: Two Witnesses required for Lessor's signature.

WITNESSES:

By: Julie D Smith
Print: JULIE D SMITH
By: Janet Ann
Print: Janete Ann

LESSOR:

By: Giuseppe A. Pingus, Sr.
Giuseppe A. Pingus, Sr.
Christina Rogers Pitt
Attorney in fact

WITNESSES:

By: Ann M. Wachter
Print: Ann M. Wachter
By: Elaine M. Svatos
Print: Elaine M. Svatos
By: Ann M. Wachter
Print: Ann M. Wachter
By: Elaine M. Svatos
Print: Elaine M. Svatos

BP EXPLORATION & OIL INC.


By: P.W. Brasse *MB*
P. W. Brasse
Its: MANAGER REAL ESTATE
Attest: K.M. Sweda
K. M. Sweda
Its: Assistant Secretary

INDIVIDUAL ACKNOWLEDGMENT (LESSOR)

STATE OF OHIO)
) S:
COUNTY OF FRANKLIN)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named GIUSEPPE A. PINGUE, SR., who is personally known to me and who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this 22 day of MAY, 1995.

Julie D. Smith
Notary Public

JULIE D. SMITH
Notary Public, State of Ohio
My Commission Expires Dec. 7, 1996

CORPORATE ACKNOWLEDGMENT (LESSEE)

STATE OF OHIO)
) S:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named BP EXPLORATION & OIL INC. by P.W. BRASSE, its MANAGER, REAL ESTATE, and K. M. Sweda, its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 13th day of JUNE, 1995.

Fredda R. Sharp
Notary Public
FREDDA R. SHARP
Notary Public for State of Ohio
My Commission Expires October 14, 1997

Easement Agreement
Pingue/5/9/95
RFS/RK/amp

29322106

EXHIBIT A

Parcel 1

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in Section 2, Township 2, Range 18, United States Military Lands and being 0.252 acre of the 0.596 acre tract conveyed to Giuseppe A. Pingue, Sr., by deed of record in Official Record 14483J03 and 0.710 acre of the 16.00 acre tract conveyed to Giuseppe A. Pingue, by deed of record in Official Record 8773F20, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Worthington woods Boulevard with the centerline of Sancus Boulevard;

thence North $86^{\circ} 49' 58''$ West, along the centerline of Worthington Woods Boulevard, a distance of 60.00 feet to a point;

thence South $3^{\circ} 10' 02''$ West, crossing Worthington Woods Boulevard, a distance of 40.00 feet to an iron pin set in the southerly right-of-way line of Worthington woods Boulevard at a point of curvature of a curve to the right and being the TRUE POINT OF BEGINNING of the tract herein intended to be described;

thence along the arc of said curve (Delta = $90^{\circ} 00' 00''$. Radius = 20.00 feet), a chord bearing and distance of South $41^{\circ} 49' 58''$ East, 28.28 feet to an iron pin set at a point of tangency in the westerly right-of-way line of Sancus Boulevard (80 feet in width);

thence South $3^{\circ} 10' 02''$ West, along said right-of-way line of Sancus Boulevard, a distance of 190.00 feet to an iron pin found;

thence North $86^{\circ} 49' 58''$ West, a distance of 200.00 feet to an iron pin found;

thence North $3^{\circ} 10' 02''$ East, a distance of 210.00 feet to an iron pin set in the southerly right-of-way line of Worthington Woods Boulevard;

thence South $86^{\circ} 49' 58''$ East, along said right-of-way line of Worthington Woods Boulevard, a distance of 180.00 feet to the point of beginning, containing 0.962 acre (41,914 Square Feet), more or less.

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

BP Site No. 02742

Parcel 2

For the purpose of a request to rezone from M-2 to L-C-4

**DESCRIPTION OF A 1.220 ACRE PARCEL OF LAND
SOUTH OF WORTHINGTON WOODS BOULEVARD,
WEST OF SANCUS BOULEVARD,
IN COLUMBUS, OHIO**

Situated in the State of Ohio, County of Franklin, City of Columbus, and being located in Section 2, Township 2 North, Range 18 West, United States Military Lands, and being part of a 16.00 acre tract to Giuseppe A. Pingue, Sr. in Official Record 10772, C-16, all records at the Franklin County Recorder's Office, and said 1.220 acre tract being bounded and more particularly described as follows:

Beginning at a point in the westerly right-of-way line of Sancus Boulevard (80.00 feet-wide), said point being South $3^{\circ}10'02''$ West, 300.00 feet, and North $86^{\circ}49'58''$ West, 40.00 feet from the point of intersection of the centerline of said Sancus Boulevard and the centerline of Worthington Woods Boulevard (80.00 feet-wide) as shown and depicted on DEDICATION PLAT OF ALTA VIEW BOULEVARD, SANCUS BOULEVARD, AND WORTHINGTON WOODS BOULEVARD, of record in Plat Book 63, Page 55;

thence South $3^{\circ}10'02''$ West, 89.97 feet with the westerly right-of-way line of said Sancus Boulevard to a point of curvature in said line;

thence with the right-of-way line of said Sancus Boulevard being the arc of a curve to the right having a radius of 960.00 feet, the chord of which bears South $6^{\circ}09'25''$ West, 100.14 feet to a point of tangency in said line;

thence South $9^{\circ}06'47''$ West, 80.86 feet with the westerly right-of-way line of said Sancus Boulevard to a point in said line marking the southeasterly corner of said 16.00 acre Pingue tract;

thence North $86^{\circ}49'58''$ West, 188.35 feet with the southerly line of said 16.00 acre Pingue tract, also being the northerly line of a 12.000 acre tract to Milico Properties in Official Records 8749, C-09, to a point in said line;

thence North $3^{\circ}10'02''$ East, 270.43 feet over and across said 16.00 acre Pingue tract to a point;

thence South $86^{\circ}49'58''$ East, 200.00 feet to the point of beginning, containing 1.220 acres of land.

The bearings used in this description are based on the same meridian as used in Plat Book 63, Page 55.

This description was prepared by POMEROY AND ASSOCIATES, INC., Consulting Engineers and Surveyors, Worthington, Ohio, based on available recorded plats and other surveys.

Parcel 3

For the purpose of a request to rezone from M-2 to L-C-4

**DESCRIPTION OF A 2.068 ACRE PARCEL OF LAND
SOUTH OF WORTHINGTON WOODS BOULEVARD,
WEST OF SANCUS BOULEVARD,
IN COLUMBUS, OHIO**

Situated in the State of Ohio, County of Franklin, City of Columbus, and being located in Section 2, Township 2 North, Range 18 West, United States Military Lands, and being part of a 16.00 acre tract to Giuseppe A. Pingue, Sr. in Official Record 10772, C-16, all records at the Franklin County Recorder's Office, and said 2.068 acre parcel being bounded and more particularly described as follows:

Beginning at a point in the westerly right-of-way line of Sancus Boulevard (80.00 feet-wide), said point being South 3°10'02" West, 250.00 feet, and North 86°49'58" West, 40.00 feet from the point of intersection of the centerline of said Sancus Boulevard and the centerline of Worthington Woods Boulevard (80.00 feet-wide) as shown and depicted on DEDICATION PLAT OF ALTA VIEW BOULEVARD, SANCUS BOULEVARD, AND WORTHINGTON WOODS BOULEVARD, of record in Plat Book 63, Page 55;

thence South 3°10'02" West, 50.00 feet with the westerly right-of-way line of said Sancus Boulevard to a point in said line;

thence North 86°49'58" West, 200.00 feet over and across said 16.00 acre Pingue tract to a point;

thence South 3°10'02" West, 270.43 feet to a point in the southerly line of said 16.00 acre Pingue tract;

thence North 86°49'58" West, 250.00 feet with the southerly line of said 16.00 acre Pingue tract, said line also being the northerly line of a 12.000 acre tract to Milkco Properties in Official Record 8749, C-09, to a point in said line;

thence North 3°10'02" East, 320.43 feet over and across said 16.00 acre Pingue tract to a point;

thence South 86°49'58" East, 450.00 feet the point of beginning, containing 2.068 acres of land.

The bearings used in this description are based on the same meridian as used in Plat Book 63, Page 55.

This description was prepared by POMEROY AND ASSOCIATES, INC., Consulting Engineers and Surveyors, Worthington, Ohio, based on available recorded plats and other surveys.

Parcel 4

For the purpose of a request to rezone from M-2 to L-C-4

**DESCRIPTION OF A 1.205 ACRE TRACT OF LAND
SOUTH OF WORTHINGTON WOODS BOULEVARD,
WEST OF SANCUS BOULEVARD,
IN COLUMBUS, OHIO**

Situated in the State of Ohio, County of Franklin, City of Columbus, and being located in Section 2, Township 2 North, Range 18 West, United States Military Lands, and being comprised of 0.345 acres of the 59.977 acre tract to Giuseppe A. Pingue, Sr. in Deed Book 3791, Page 43, and 0.860 acre of the 16.00 acre tract to Giuseppe A. Pingue, Sr. in Official Record 10772, C-16, all records at the Franklin County Recorder's Office, and said 1.205 acre tract being bounded and more particularly described as follows:

Beginning at a point in the southerly right-of-way line of Worthington Woods Boulevard (80.00 feet-wide), said point being North $86^{\circ}49'58''$ West 240.00 feet, and South $3^{\circ}10'02''$ West, 40.00 feet from the point of intersection of the centerline of said Worthington Woods Boulevard and the centerline of Sancus Boulevard as shown and depicted on DEDICATION PLAT OF ALTA VIEW BOULEVARD, SANCUS BOULEVARD, AND WORTHINGTON WOODS BOULEVARD, of record in Plat Book 63, Page 55;

thence South $3^{\circ}10'02''$ West, 210.00 feet over and across said 59.977 acres and said 16.00 acre Pingue tracts to a point;

thence North $86^{\circ}49'58''$ West, 250.00 feet to a point;

thence North $3^{\circ}10'02''$ East, 210.00 feet to a point in the southerly right-of-way line of said Worthington Woods Boulevard;

thence South $86^{\circ}49'58''$ East, 250.00 feet with the southerly line of said Worthington Woods Boulevard to the point of beginning, containing 1.205 acres of land.

The bearings used in this description are based on the same meridian as used in Plat Book 63, Page 55.

This description was prepared by POMEROY AND ASSOCIATES, INC., Consulting Engineers and Surveyors, Worthington, Ohio, based on available recorded plats and other surveys.

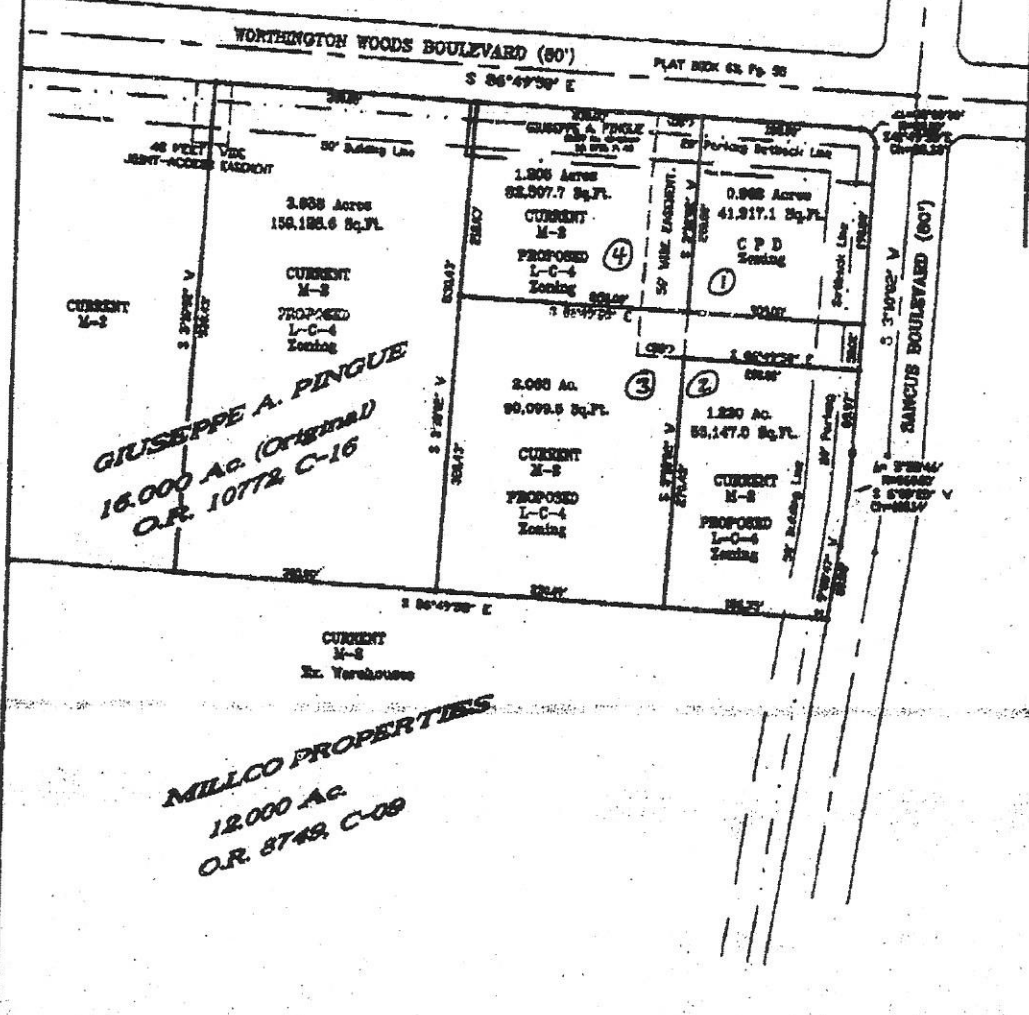
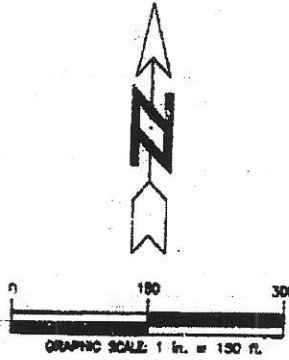
POMEROY AND ASSOCIATES, INC.

Consulting Engineers and Surveyors
6877 North High Street, Worthington, Ohio 43085

FAX (614)-885-2886

Phone (614)-885-2498

PLAT OF SURVEY - Proposed Zoning of Parcels
South of Worthington Woods Blvd. and West of Sancus Boulevard, Columbus, Ohio



Basis of Bearing: Same Meridian as DEDICATION OF ALTA VIEW BOULEVARD..., P.B. 63, Pg. 55

Drawn	Chk'd.	Date
CAW	CYS	

EXHIBIT B
EASEMENT

29022

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in Section 2, Township 2, Range 18, United States Military Lands and being part of the Giuseppe A. Pingue, Sr. 0.596 acre tract, of record in Official Record 14483J03 and part of the Giuseppe A. Pingue 16.00 acre tract, of record in Official Record 8773F20, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning for reference at a railroad spike found at the intersection of the centerline of Worthington Woods Boulevard with the centerline of Sancus Boulevard;

thence North 86° 49' 58" West, along the centerline of Worthington Woods Boulevard, a distance of 240.00 feet to a point;

thence South 3° 10' 02" West, crossing Worthington Woods Boulevard, a distance of 40.00 feet to an iron pin in the southerly right-of-way line of Worthington Woods Boulevard, being the TRUE POINT OF BEGINNING and the northeasterly corner of the tract herein intended to be described;

thence South 3° 10' 02" West, a distance of 210.00 feet to an iron pin;

thence South 86° 49' 58" East, a distance of 200.00 feet to an iron pin in the westerly right-of-way line of Sancus Boulevard (80 feet in width);

thence South 3° 10' 02" West, along said right-of-way line of Sancus Boulevard, a distance of 50.00 feet to a point;

thence North 86° 49' 58" West, a distance of 250.00 feet to a point;

thence North 3° 10' 02" East, a distance of 260.00 feet to a point in the southerly right-of-way line of Worthington Woods Boulevard;

thence South 86° 49' 58" East, along said right-of-way line of Worthington Woods Boulevard, a distance of 50.00 feet to the point of beginning.

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

By Thomas D. Sibbals
Thomas D. Sibbals
Registered Surveyor No. 5908

TDS:kd

APPROVED
10/20/94
JDR

BP Site No. 02742

MA-049-02742