

**MEMORANDUM**

TO: Dublin City Council  
Marsha I. Grigsby, City Manager  
Paul A. Hammersmith, PE, Director of Engineering/City Engineer

FROM: Stephen J. Smith, Law Director  
Philip K. Hartmann

DATE: January 24, 2013

RE: Ordinance 08-13 - Emerald Parkway Phase 8 - John W. McKitrick

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**PROJECT BACKGROUND:**

The City of Dublin ("City") is preparing to construct the Emerald Parkway Phase 8 roadway construction project. The City must acquire property interests from various landowners located within the City in order to construct this roadway project. A representative of the City has contacted the landowners in order to gauge their respective interests in selling the needed property interests to the City.

**ACQUISITION INTRODUCTION:**

The City has successfully negotiated a land exchange transaction with John W. McKitrick ("McKitrick"). The City will be acquiring right-of-way, a utility easement and temporary easement from McKitrick. The map attached to this memorandum depicts those property interests needed for the Emerald Parkway Phase 8 construction project from McKitrick and the property the City will convey in fee simple to McKitrick in lieu of money compensation. The City also will retain the right to the use of the full access provided to Emerald Parkway on the City Exchange Property upon future development of the remaining City Property and retain easements needed along Emerald Parkway.

**ACTION TO BE AUTHORIZED BY ORDINANCE:**

This ordinance will allow the City Manager to execute all necessary conveyance documentation to formally exchange the aforementioned property interests.

**RECOMMENDATION:**

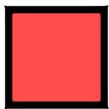
Staff recommends passage of Ordinance 08-13 at the second reading/public hearing on February 11, 2013 as the acquisition of these property interests is necessary for the furtherance of the Emerald Parkway Phase 8 construction project.



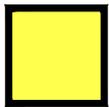
5800 Shier Rings Road • Dublin, Ohio 43016-1236  
 Phone (614)410-4600 • Fax (614)761-6506

**EXHIBIT "A"**  
**EMERALD PARKWAY**  
**PHASE 8**  
 3865 BRIGHT ROAD  
 DUBLIN, OHIO 43017

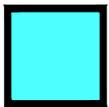
**LEGEND**



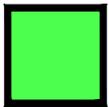
**PROPOSED RIGHT-OF-WAY**  
 10-WD1: GROSS = 1.126 Ac.  
 P.R.O. = 0.031 Ac.  
 NET = 1.095 Ac.  
 10-WD2: GROSS = 0.038 Ac.  
 P.R.O. = 0.020 Ac.  
 NET = 0.018 Ac.



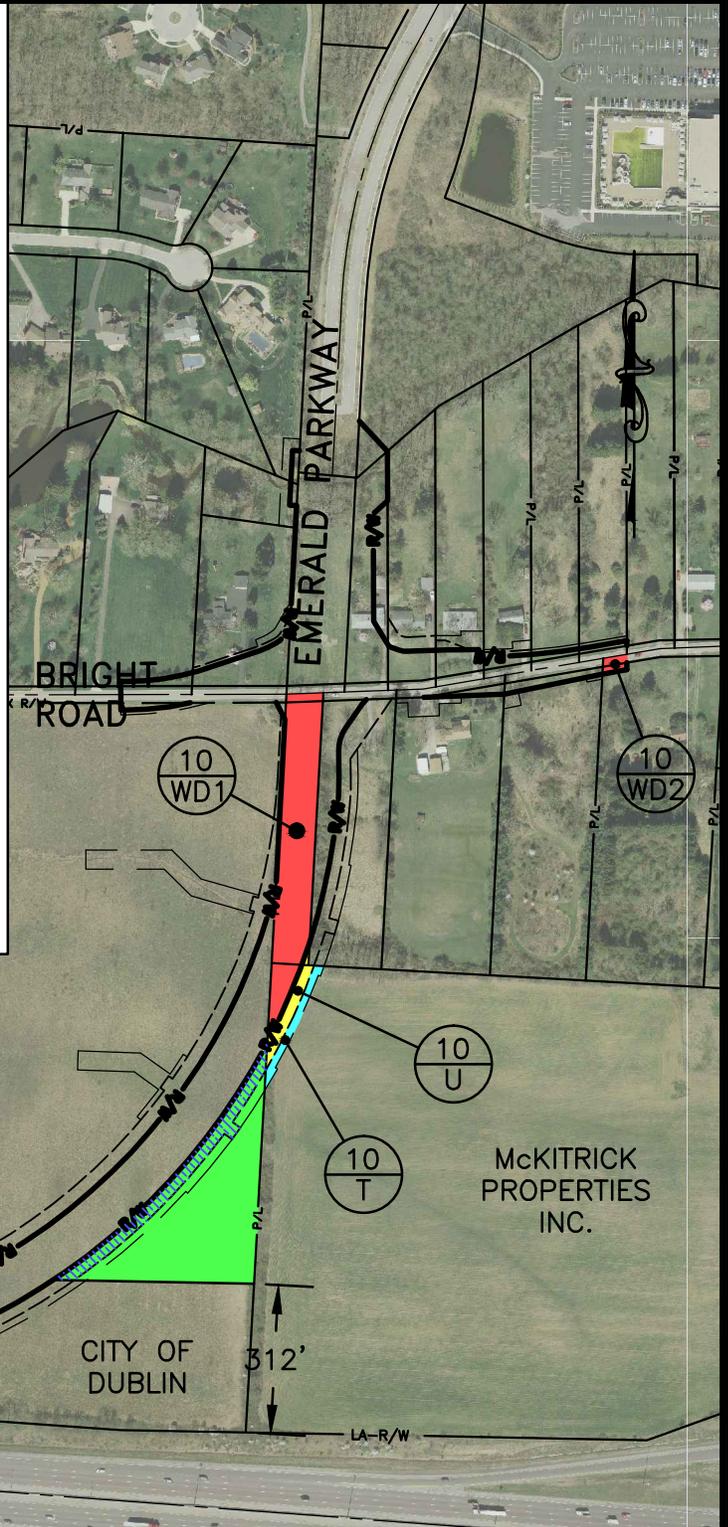
**PROPOSED PERMANENT EASEMENT**  
 10-U: 0.129 Ac.



**PROPOSED TEMPORARY EASEMENT**  
 10-T: 0.098 Ac.

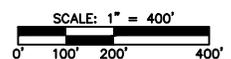


**FORMER BORROR PROPERTY TO BE ACQUIRED BY MCKITRICK PROPERTIES INC. 2.0 Ac. ±**



1/24/2013 2:52:38 PM

DRAWN	CHECKED	DATE:	JOB NO.
MSS		01/24/13	07-008



# RECORD OF ORDINANCES

Ordinance No. 08-13

Passed \_\_\_\_\_, 20\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LAND EXCHANGE AGREEMENT WITH JOHN W. MCKITRICK FOR PROPERTY NECESSARY FOR THE EMERALD PARKWAY EXTENSION FROM DUBLIN ROAD TO SAWMILL ROAD (EMERALD 8).**

**WHEREAS**, the City of Dublin ("City") is preparing to construct the Emerald Parkway Phase 8 roadway construction project ("Project"); and

**WHEREAS**, the City must acquire right of way and a general utility easement from real estate owned by John W. McKitrick ("McKitrick") in order to construct the Project; and

**WHEREAS**, the City Exchange Property consists of 2.0 acres, more or less, with 0.569 acres, more or less, encumbered with easements; and

**WHEREAS**, the McKitrick Exchange Properties consist of 1.126 (0.031 acres of PRO) acres, more or less, in fee simple for right of way; .038 ( 0.020 acres of PRO) acres, more or less, in fee simple for right of way; 0.129 acres, more or less, for a utility easement; and .098 acres, more or less, for a temporary easement; and

**WHEREAS**, the City and McKitrick have come to mutually agreeable terms for the acquisition of property owned by McKitrick by exchanging a portion of City Property to Mr. McKitrick; and

**WHEREAS**, the City desires to execute all necessary conveyance documentation to complete the transaction between McKitrick and the City.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute the Land Exchange Agreement attached as Exhibit "A" and all necessary documents for the City to convey 2.0 acres, more or less, to John H. McKitrick in exchange for the McKitrick Exchange Properties consisting of 1.126 (0.031 acres of PRO) acres, more or less, in fee simple for right of way; .038 ( 0.020 acres of PRO) acres, more or less, in fee simple for right of way; 0.129 acres, more or less, for a utility easement; and .098 acres, more or less, for a temporary easement.

Section 2. This ordinance shall go into effect upon the earliest date permitted by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

**AGREEMENT FOR THE EXCHANGE OF LAND**

**THIS AGREEMENT FOR THE EXCHANGE OF LAND** (this "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date"), by and between **McKittrick Properties, Inc.** (the "Company"), whose mailing address is 2333 Gulf of Mexico Drive, Unit C3, Longboat Key, FL 34228, and the **CITY OF DUBLIN, OHIO**, an Ohio municipal corporation (the "City"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017. The City and the Company may hereinafter be referred to individually as a "Party", or collectively as the "Parties."

**Background Information**

A. The City is the owner of certain real property consisting of approximately 6.653 acres of land, known as Franklin County Auditor's Tax Parcel Identification Number 273-012353-00 ("City Property"), and the Company is the owner of certain real property consisting of approximately 34.314 acres of land, known as Franklin County Auditor's Tax Parcel Identification Number 273-008610 ("Company Property"), which is located adjacent to the City Property.

B. In September of 2012, the City and the Company agreed on a settlement brought about by the City's desire to acquire a portion of the Company's parcel for the extension of Emerald Parkway. The City agreed to transfer a portion of the City Property, as legally described on the attached Exhibit "1A" and depicted on the survey attached hereto as Exhibit "1B", each of which are incorporated herein and made a part hereof (the "City Exchange Parcel"), to the Company, and the Company agreed to transfer by general warranty deed, Utility easement, and temporary easement portions of the Company Property, as legally described on the attached Exhibits "2A", "3A" and "4A", and depicted on the surveys attached hereto as Exhibits "2B" "3B" "4B", each of which are incorporated herein and made a part hereof (the "Company Exchange Properties"), to the City in a money-free exchange.

C. Additionally, the Company agrees to execute any and all necessary documents to grant the City the right to the use of the full access point provided by the City herein to Emerald Parkway to be located on the City Exchange Parcel to the remaining City Property upon the development of the remaining City Property.

D. The City and the Company now desire to memorialize the terms of the Agreement and close on the land exchange through the execution of this Agreement, subject to the terms herein set forth.

**Statement of Agreement**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company agree to the foregoing Background Information and as follows:

**ARTICLE I**  
**EXCHANGE OF LAND**

Transfer. The City hereby agrees that it shall cause the City Exchange Parcel to be transferred and deeded to the Company, and the Company hereby agrees that its shall cause the Company Exchange Properties to be transferred and deeded to the City, upon the terms and conditions of this Agreement. The Parties agree that no cash will be paid by or to either Party except as otherwise provided for in this Agreement. The City and the Company agree that the transfer of the properties contemplated herein shall be a money-free exchange, and for the purposes of such exchange, the City Exchange Parcel and the Company Exchange Properties shall be considered to be of equal value such that neither Party shall be required to pay a purchase price to the other Party in connection with the transfer of same.

Surveys. The City has obtained two (2) boundary surveys prepared by Burgess and Niple depicting and describing the City Exchange Parcel ("City Survey"), which is attached hereto as Exhibit "1B" and the Company Exchange Properties ("Company Surveys"), which are attached hereto as Exhibit "2B", "3B", and "4B". The Company hereby acknowledges that it has reviewed and approved the City Survey and the Company Surveys for the land exchange contemplated by this Agreement.

Contingencies. This Agreement shall be contingent upon (a) the City obtaining the approval of the Dublin City Council within forty-five (45) days following the Effective Date ("Contingency Period"), and (b) the City and the Company obtaining the requisite approvals from the City of Dublin for the lot splits necessary to split the City Exchange Parcel from the City Property and to split the Company Exchange Properties from the Company Property.

Ingress and Egress. City agrees to design and construct Emerald Parkway in such a manner as to provide the Company Property with ingress and egress in both directions on Emerald Parkway. Such ingress and egress shall be located approximately as depicted in the City's 2007 Community Plan as approved by Dublin City Council and shown in Exhibit 5.

The Company agrees to provide the City an ingress/egress access easement to the City Property from and through the City Exchange Parcel and remaining Company Property upon the development of the remaining City Property. The location of this easement is to be approximately as depicted in the City's 2007 Community Plan as approved by Dublin City Council and as shown in Exhibit 5, unless otherwise agreed to by the Parties.

This Section (1.04) shall specifically survive the Closing and delivery of the Deed of Conveyance, and shall be enforceable by Injunctive Relief, or otherwise.

**ARTICLE II**  
**EVIDENCE OF TITLE**

Title Examination. Within fifteen (15) days after the Effective Date, the City and the Company each may obtain, at its own expense, a letter report ("Letter Report") or an ALTA Commitment for Title Insurance (1966) (the "Title Commitment") issued by Stewart Title Agency of

Columbus, Inc. (“Title Insurance Company”), which Letter Report or Title Commitment shall show all recorded liens and encumbrances affecting the City Exchange Parcel or the Company Exchange Properties, as the case may be, and shall include copies of all documents referenced in the Letter Report or Title Commitment. The Letter Report or Title Commitment obtained by the City shall show in the Company good and marketable title to the Company Exchange Properties, and the Letter Report or Title Commitment obtained by the Company shall show in the City good and marketable title to the City Exchange Parcel, free and clear of all liens, charges, encumbrances and clouds of title, whatsoever, except the following (“Permitted Encumbrances”):

- (a) Those created or assumed by the City, as to the Company Exchange Properties, or the Company, as to the City Exchange Parcel;
- (b) Zoning ordinances;
- (c) Legal highways and public rights-of-way;
- (c) Real estate taxes which are liens on the respective properties, but which are not yet due and payable; and
- (d) Covenants, restrictions, conditions and easements of record acceptable to the City, in the case of the Company Exchange Properties, and to the Company, in the case of the City Exchange Parcel.

The Letter Report or the Title Commitment, as the case may be, shall fully and completely disclose all easements, rights-of-way, and any appurtenant rights and easements affecting the City Exchange Parcel and/or the Company Exchange Properties, as applicable, and shall show the results of a special tax search and examination for any financing statements filed of record which may affect the properties.

Title Insurance. At the Closing (as hereinafter defined), each Party shall have the right to purchase, at its own expense, title insurance coverage for the property to which each respective Party will be taking title.

Title Defects. (a) In the event that an examination of either the Title Commitment/Letter Report or the Company Survey discloses any matter adversely affecting title to the Company Exchange Properties, or if title to the Company Exchange Properties is not marketable, as determined by Ohio law with reference to the Ohio State Bar Association’s Standards of Title Examination, or if the Company Exchange Properties is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the Company Survey (the foregoing collectively referred to as, “Company Parcel Defects”), the City shall, within ten (10) days following the later of the City’s receipt of both the Title Commitment/Letter Report and Company Survey, provide the Company with written notice of any such Defects to which the City is objecting. The Company shall have ten (10) days following receipt of such written notice to cure or remove any such Company Parcel Defects to the reasonable satisfaction of the City.

(b) In the event that an examination of either the Title Commitment/Letter Report or the City Survey discloses any matter adversely affecting title to the City Exchange Parcel, or if

title to the City Exchange Parcel is not marketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if the City Exchange Parcel is subject to liens, encumbrances, easements, conditions, restrictions, reservations or other matters not specifically excepted by the terms of this Agreement, or in the event of any encroachment or other defect shown by the City Survey (the foregoing collectively referred to as, "City Parcel Defects"), the Company shall, within ten (10) days following the later of the Company's receipt of both the Title Commitment/Letter Report and City Survey, provide the City with written notice of any such City Parcel Defects to which the Company is objecting. The City shall have ten (10) days following receipt of such written notice to cure or remove any such City Parcel Defects to the reasonable satisfaction of the Company.

### **ARTICLE III** **CLOSING; POSSESSION**

Closing Date. The property exchange contemplated herein shall be closed through the offices of Stewart Title Agency of Columbus, Inc. or as otherwise decided by the City (the "Closing") within thirty (30) days following the termination of the Contingency Period, which Closing date may be extended in writing by mutual agreement of the Parties and shall be extended by such time, if any, as is necessary to cure any Company Parcel Defects and/or City Parcel Defects, as set forth in Section 2.03 hereof. The Closing shall be at such time as the City and the Company may mutually agree upon.

General Warranty Deed and Easements. At the Closing, the City shall convey to the Company fee simple title to the City Exchange Parcel identified in Exhibit "1A" and "1B", and the Company shall convey to the City fee simple title and easement to the Company Exchange Properties identified in Exhibit "2A", "2B", "3A", "3B", "4A" and "4B" by validly executed, recordable general warranty deeds/easement (permanent and temporary), free and clear of all liens and encumbrances, except the Permitted Encumbrances applicable to each parcel and as stated within each instrument.

Adjustments at Closing. At the Closing, the City and the Company shall apportion, adjust, prorate and pay the following items in the manner hereinafter set forth:

(a) Real Estate Taxes and Assessments. The City shall pay to the Franklin County Treasurer all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the City Exchange Parcel as of the date of Closing (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to Closing and real estate taxes for the year of Closing, prorated through the date of Closing, applicable to the City Exchange Parcel. The Company shall pay to the Franklin County Treasurer all delinquent real estate taxes, together with penalties and interest thereon, all assessments which are a lien against the Company Exchange Properties as of the date of Closing (both current and reassessed, whether due or to become due and not yet payable), all real estate taxes for years prior to Closing and real estate taxes for the year of Closing, prorated through the date of Closing, applicable to the Company Exchange Properties. The proration of undetermined taxes shall be based upon a three hundred sixty-five (365) day year and on the last available tax rate, giving due regard to applicable exemptions, recently voted millage, change in tax rate or

valuation (as a result of this transaction or otherwise), whether or not the same have been certified. The Parties acknowledge the City Exchange Parcel is being split from the City Property and the Company Exchange Properties is being split from the Company Property, and therefore, the proration of real estate taxes shall be calculated by multiplying the applicable foregoing taxes for each parcel by a fraction, the numerator of which shall be the acreage contained in the City Exchange Parcel or the Company Exchange Properties, and the denominator of which shall be the total acreage contained in the City Property or the Company Property, as applicable. The estimated proration of real estate taxes paid by each Party at the Closing shall be final;

(b) The City's Expenses. The City shall, at the Closing (unless previously paid), pay the following expenses:

The cost of furnishing the Title Commitment/Letter Report for the Company Exchange Properties, and the premium for any owner's policy of title insurance for the Company Exchange Properties desired by the City;

The cost of all municipal services and public utility charges (if any) applicable to the City Exchange Parcel due through the date of Closing;

The cost of recording the general warranty deed transferring title in the Company Exchange Properties to the City;

The cost of obtaining the City Survey and the Company Survey; and

One-half (1/2) the fee, if any, charged by the Title Insurance Company for closing the transactions contemplated herein.

(c) The Company's Expenses. The Company shall, at the Closing (unless previously paid), pay the following expenses:

The cost of furnishing the Title Commitment/Letter Report for the City Exchange Parcel, and the premium for any owner's policy of title insurance for the City Exchange Parcel desired by the Company;

The cost of all municipal services and public utility charges (if any) applicable to the Company Exchange Properties due through the date of Closing;

The cost of recording the general warranty deed transferring title in the City Exchange Parcel to the Company;

The cost of recording any release or partial release of any mortgages or other liens affecting the Company Exchange Properties; and

One-half (1/2) the fee, if any, charged by the Title Insurance Company for closing the transactions contemplated herein.

(d) Other Closing Costs. All other closing costs and expenses not herein referenced and not specifically attributable to either Party shall be shared equally by the Parties.

(e) Brokers. Each Party represents and warrants to the other Party that neither Party has dealt with or through any real estate broker or real estate company that is claiming, or which may be entitled to claim, a commission or fee for services relating to this Agreement.

Other Documents. The Parties agree that such other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party to the Title Insurance Company at Closing. Such documents shall include, but not be limited to, a settlement statement, affidavits regarding liens, unrecorded matters and possession as may be reasonably requested by the Title Insurance Company.

#### **ARTICLE IV** **WARRANTIES AND REPRESENTATIONS OF THE PARTIES**

Warranties and Representation of the Company. In addition to any other representations or warranties contained in this Agreement, the Parties hereby represent and warrant as follows with respect to the Parcel they are conveying to the other Party:

There are no leases in effect for the Parcel;

The Party is the owner of title to the Parcel, free and clear of any third-party lien;

Neither the Party nor any agent, employee or representative of the Party, has received any notice or notices, either orally or in writing, from any municipal, county, state or any other governmental agency or body, of any zoning, fire, health, environmental or building violation, or violation of any laws, ordinances, statutes or regulations relating to pollution or environmental standards, which have not heretofore been disclosed to the other Party or otherwise corrected;

The execution, delivery and performance of this Agreement, and the consummation of the transaction contemplated hereby, will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance against the Parcel, under any agreement or other instrument to which the Party is a party or by which the Party might be bound;

No other person or entity other than the Party currently owns or has any legal or equitable interest in the Parcel and no other person or entity other than the other Party has or will have any right to acquire the Parcel, or any portion thereof;

The execution, delivery and performance by the Party of this Agreement and the performance by the Party of the transactions contemplated hereunder, and the conveyance and delivery by the Party to the other Party of possession and title to the Parcel have each been duly authorized by such persons or authorities as may be required, and on the date of Closing, the Party shall provide the other Party with certified resolutions, or other instruments, in form satisfactory to the other Party, evidencing such authorization;

Through and until the date of Closing, the Party shall not enter into any easement, lease or other contract pertaining to the Parcel without the prior written consent of the other Party;

The Party has not used, generated, discharged, released or stored, and will not use, generate, discharge, release or store, any Hazardous Substances on, in or under the Parcel, and have received no notice and have no knowledge of the presence in, on or under the Parcel of any such Hazardous Substances; (ii) to the best of the Party's knowledge, there are no, and will not be, any underground storage tanks at the Parcel, whether owned by the Party or its predecessors in interest; and (iii) to the best of the Party's knowledge, there are no Hazardous Substances, and will not be, on, in or under the Parcel. "Hazardous Substances" means all "hazardous substances" (as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. paragraph 9601 et seq. and the regulations promulgated pursuant thereto, as amended); any other toxic or hazardous waste, material or substance as defined under any other federal, state or local law, rule, regulation or ordinance; petroleum products; asbestos and asbestos-containing material; mold; electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls; and any other pollutant or environmental contaminant; and

The Party is not a "Foreign Person" as that term is defined in the Foreign Investment in Property Tax Act.

All representations and warranties set forth in this Article IV shall be true and correct as of the date hereof and as of the Closing Date, and at Closing, if requested by the Party, the other Party shall so certify the same, in writing, in form reasonably requested by the other Party.

Breach of Warranties Prior to Closing. If, during the pendency of this Agreement, either Party determines that any warranty or representation given to the other Party under this Agreement shall be untrue, incorrect or misleading, in whole or in part, the same shall constitute a default hereunder. In such event, the Party claiming default may give written notice thereof and shall thereafter have such rights and remedies as may be available as provided herein, at law or in equity, including, but not limited to, the right to terminate this Agreement and receive compensation for damages or to proceed to Closing for the completion of this transaction.

## ARTICLE V NOTICES

Notices. Notice from one Party to another relating to this Agreement shall be deemed effective if made in writing and delivered to the recipient's address set forth below by any of the following means: (i) hand delivery, (ii) registered or certified U.S. mail, postage prepaid, with return receipt requested, or (iii) Federal Express, UPS, or like overnight courier service. Notice made in accordance with this Section 5.01 shall be deemed delivered when delivered by hand, upon receipt or refusal of receipt if mailed by registered or certified U.S. mail, or the next business day after deposit with an overnight courier service if delivered for next day delivery. The Parties agree that electronic mail shall not constitute a permitted form of notice under this Section 5.01. All notices shall be addressed as follows:

(a) If intended for the Company, to:  
McKitrick Properties, Inc.  
2333 Gulf of Mexico Drive, Unit C3  
Longboat Key, FL 34228  
Attn: John McKitrick

With a copy to:  
Hill & DeWeese, LLC  
7737 Olentangy River Rd.  
Columbus, OH 43235  
Attn: John W. Hill, Jr.

(b) If intended for the City, to:  
City of Dublin  
5200 Emerald Parkway  
Dublin, Ohio 43017  
Attn: Marsha Grigsby, City Manager

With a copy to:  
Ice Miller LLP  
250 West Street  
Columbus, Ohio 43215  
Attn: Stephen J. Smith, Law Director

## **ARTICLE VI** **MISCELLANEOUS PROVISIONS**

Survival. The warranties, representations, covenants and agreements set forth in this Agreement shall not be cancelled by performance under this Agreement, but shall survive the Closing and the delivery of the deed of conveyance hereunder.

Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts of Franklin County, Ohio.

Entire Agreement. This Agreement constitutes the entire contract between the Parties hereto, and may not be modified except by an instrument in writing signed by both Parties, and this Agreement supersedes all previous agreements, written or oral, if any, between the Parties.

Time of Essence. Time is of the essence of this Agreement in all respects.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, legal representatives, successors and assigns.

Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

Waiver. No waiver of any of the provisions of this Agreement shall be deemed, nor shall the same constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing waiver. No waiver shall be binding, unless executed, in writing, by the Party making the waiver.

Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

(Signatures on the following page)

The Parties have hereunto subscribed their names on the day and year first aforesaid.

CITY:

CITY OF DUBLIN, OHIO,  
an Ohio municipal corporation

COMPANY:

McKitrick Properties Inc.  
a \_\_\_\_\_ company

By: \_\_\_\_\_  
Marsha I. Grigsby, City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT 1A**

**LEGAL DESCRIPTION OF CITY EXCHANGE PARCEL**

2.000 ACRE TRACT  
FROM  
CITY OF DUBLIN, OHIO  
TO  
McKITRICK PROPERTIES, INC

January 11, 2013  
Page 1 of 4

Situate in the State of Ohio, County of Franklin, City of Dublin and being located in Township 2 North, Range 19 West of the United States Military Lands, Quarter Township 2 and part of Lot Numbered 12 being further described as part of a 6.653 acre tract of lands conveyed to The City of Dublin, Ohio as described in Instrument No. 201012290177930 of the Franklin County Recorder's Office and being a parcel of land lying on the Right side of proposed Emerald Parkway as shown on the Centerline Plat of Emerald Parkway Phase - 8 as shown in Plat Book \_\_\_\_, Page \_\_\_\_ and being more particularly described as follows:

**COMMENCING** at a Railroad Spike found at the centerline intersection of Bright Road at station 39+41.49 and the East line of the Lot Number 12 as located in Quarter Township 2 and the Northeast corner of the 28.105 acre Borror/Diocese of Columbus lands and the Northwest corner of a 1.000 acre tract of lands conveyed to McKitrick Properties, Inc as described in Official Record 11349 F01;

**THENCE** with the West line of the 1.000 acre McKitrick Properties lands, the West line of a 29.178 acre tract conveyed to McKitrick Properties, Inc as described in Official Record 12527 J16, and the East line of the 28.105 acre Borror/Diocese of Columbus lands and the East line of the Lot Number 12, **South 03° 08' 28" West** for a distance of **731.54 feet** to a **Iron Pin Found** at the Northeast corner of said 6.653 Acre lands conveyed to The City of Dublin, Ohio and the **TRUE POINT OF BEGINNING** of the herein described tract;

**THENCE** continuing with the West line of the 29.178 acre McKitrick Properties lands and the East line of the said 6.653 acre City of Dublin, Ohio lands, **South 03° 08' 28" West** for a distance of **505.65 feet** to a **Iron Pin Set**;

**THENCE** on a new division line and through the 6.653 acre city of Dublin, Ohio lands, **North 88° 48' 46" West** for a distance of **418.92 feet** to a **Iron Pin Set** on the East line of a 2.729 acre tract of lands conveyed to the City of Dublin, Ohio as described in Instrument No. 201012290177929;

**THENCE** with the East line of the said 2.729 acre City of Dublin, Ohio lands, on a non-tangent curve to the left with a **DELTA ANGLE** of **28° 39' 40"**, a **RADIUS** of **1348.50 feet**, a **ARC LENGTH** of **674.56 feet**, a **CHORD BEARING** of **North 41° 59' 02" East** for a **CHORD DISTANCE** of **667.55 feet BACK TO THE TRUE POINT OF BEGINNING**.

The above described parcel contains 2.000 acres, including 0.524 acres in the 50 foot Columbus and Southern Ohio Electric Company Utility Easement as recorded in Deed Book 1948, Page 264, lying within Franklin County Auditors parcel number 273-012353.

Reserving one permanent easement being more particularly described as follows:

**COMMENCING** at a Railroad Spike found at the centerline intersection of Bright Road at station 39+41.49 and the East line of the Lot Number 12 as located in Quarter Township 2 and the Northeast corner of the 28.105 acre Borror/Diocese of Columbus lands and the Northwest corner of a 1.000 acre tract of lands conveyed to McKitrick Properties, Inc as described in Official Record 11349 F01;

**EXHIBIT A**

**2.000 ACRE TRACT  
FROM  
CITY OF DUBLIN, OHIO  
TO  
McKITRICK PROPERTIES, INC**

January 11, 2013  
Page 2 of 4

**THENCE** with the West line of the 1.000 acre McKitrick Properties lands, the West line of a 29.178 acre tract conveyed to McKitrick Properties, Inc as described in Official Record 12527 J16, and the East line of the 28.105 acre Borror/Diocese of Columbus lands and the East line of the Lot Number 12, **South 03° 08' 28" West** for a distance of **731.54 feet** to a **Iron Pin Found** at the Northeast corner of said 6.653 Acre lands conveyed to The City of Dublin, Ohio and the **TRUE POINT OF BEGINNING** of the herein described permanent easement;

**THENCE** continuing with the West line of said 29.178 acre McKitrick Properties, Inc lands and the East line of the 6.653 acre City of Dublin, Ohio lands and the East line of the Lot Number 12, **South 03° 08' 28" West** for a distance of **57.83 feet**;

**THENCE** the following five courses:

- 1) On a non-tangent curve to the right with a **DELTA ANGLE** of **5° 22' 42"**, a **RADIUS** of **1373.50 feet**, a **ARC LENGTH** of **128.93 feet**, a **CHORD BEARING** of **South 32° 32' 16" West** for a **CHORD DISTANCE** of **128.88 feet**;
- 2) **South 54° 08' 50" East** for a distance of **20.00 feet**;
- 3) On a non-tangent curve to the right with a **DELTA ANGLE** of **1° 14' 01"**, a **RADIUS** of **1393.50 feet**, a **ARC LENGTH** of **30.00 feet**, a **CHORD BEARING** of **South 35° 51' 10" West** for a **CHORD DISTANCE** of **30.00 feet**;
- 4) **North 54° 08' 50" West** for a distance of **20.00 feet**;
- 5) On a non-tangent curve to the right with a **DELTA ANGLE** of **18° 21' 59"**, a **RADIUS** of **1373.50 feet**, a **ARC LENGTH** of **440.28 feet**, a **CHORD BEARING** of **South 45° 39' 42" West** for a **CHORD DISTANCE** of **438.40 feet** to the South line of a 2.000 acre as described prior;

**THENCE** with the South line of said 2.000 acre tract, **North 88° 48' 46" West** for a distance of **42.93 feet** to the East line of a 2.729 acre tract of lands conveyed to the City of Dublin, Ohio as described in Instrument No. 201012290177929;

**THENCE** with the East line of the said 2.729 acre City of Dublin, Ohio lands, on a non-tangent curve to the left with a **DELTA ANGLE** of **28° 39' 40"**, a **RADIUS** of **1348.50 feet**, a **ARC LENGTH** of **674.56 feet**, a **CHORD BEARING** of **North 41° 59' 02" East** for a **CHORD DISTANCE** of **667.55 feet** **BACK TO THE TRUE POINT OF BEGINNING**.

The above described permanent easement contains 0.379 acres.

Reserving two temporary easements being more particularly described as follows:

**Temporary Easement 1**

**COMMENCING** at a Railroad Spike found at the centerline intersection of Bright Road at station 39+41.49 and the East line of the Lot Number 12 as located in Quarter Township 2 and the Northeast corner of the 28.105 acre Borror/Diocese of Columbus lands and the Northwest corner of a 1.000 acre tract of lands conveyed to McKitrick Properties, Inc as described in Official Record 11349 F01;

1A-2

EXHIBIT A

2.000 ACRE TRACT  
FROM  
CITY OF DUBLIN, OHIO  
TO  
McKITRICK PROPERTIES, INC

January 11, 2013  
Page 3 of 4

**THENCE** with the West line of the 1.000 acre McKitrick Properties lands, the West line of a 29.178 acre tract conveyed to McKitrick Properties, Inc as described in Official Record 12527 J16, and the East line of the 6.653 acre tract conveyed to the City of Dublin, Ohio as described in Instrument No. 201012290177930 and the East line of the Lot Number 12, **South 03° 08' 28" West** for a distance of **789.37 feet** to the Northeast corner of a 0.379 acre permanent easement reserved heretofore by The City of Dublin, Ohio and the **TRUE POINT OF BEGINNING** of the herein described temporary easement 1;

**THENCE** continuing with the West line of said 29.178 acre McKitrick Properties, Inc lands and the East line of the 6.653 acre City of Dublin, Ohio lands and the East line of the Lot Number 12, **South 03° 08' 28" West** for a distance of **43.31 feet**;

**THENCE** on a non-tangent curve to the right with a **DELTA ANGLE** of **3° 47' 47"**, a **RADIUS** of **1393.50 feet**, a **ARC LENGTH** of **92.33 feet**, a **CHORD BEARING** of **South 33° 20' 16" West** for a **CHORD DISTANCE** of **92.31 feet** to a corner of the 0.379 acre permanent easement reserved heretofore by The City of Dublin, Ohio;

**THENCE** with the 0.379 acre permanent easement reserved heretofore by The City of Dublin, Ohio the following two courses:

- 1) **North 54° 08' 50" West** for a distance of **20.00 feet**;
- 2) On a non-tangent curve to the left with a **DELTA ANGLE** of **5° 22' 42"**, a **RADIUS** of **1373.50 feet**, a **ARC LENGTH** of **128.93 feet**, a **CHORD BEARING** of **North 32° 32' 16" East** for a **CHORD DISTANCE** of **128.88 feet** **BACK TO THE TRUE POINT OF BEGINNING.**

The above described temporary easement 1 contains 0.051 acres.

Temporary Easement 2

**COMMENCING** at a Railroad Spike found at the centerline intersection of Bright Road at station 39+41.49 and the East line of the Lot Number 12 as located in Quarter Township 2 and the Northeast corner of the 28.105 acre Borror/Diocese of Columbus lands and the Northwest corner of a 1.000 acre tract of lands conveyed to McKitrick Properties, Inc as described in Official Record 11349 F01;

**THENCE** with the West line of the 1.000 acre McKitrick Properties lands, the West line of a 29.178 acre tract conveyed to McKitrick Properties, Inc as described in Official Record 12527 J16, and the East line of the 6.653 acre tract conveyed to the City of Dublin, Ohio as described in Instrument No. 201012290177930 and the East line of the Lot Number 12, **South 03° 08' 28" West** for a distance of **832.68 feet** to the Northeast corner of a 0.051 acre temporary easement reserved heretofore by The City of Dublin, Ohio;

**THENCE** on a non-tangent curve to the right with a **DELTA ANGLE** of **5° 01' 48"**, a **RADIUS** of **1393.50 feet**, a **ARC LENGTH** of **122.33 feet**, a **CHORD BEARING** of **South 33° 57' 16" West** for a **CHORD DISTANCE** of **122.29 feet** to a corner of the 0.379 acre

1A-3

EXHIBIT A

2.000 ACRE TRACT  
FROM  
CITY OF DUBLIN, OHIO  
TO  
McKITRICK PROPERTIES, INC

January 11, 2013  
Page 4 of 4

permanent easement reserved heretofore by The City of Dublin, Ohio and the **TRUE POINT OF BEGINNING** of the herein described temporary easement 2;

**THENCE** the following three courses:

- 1) on a non-tangent curve to the right with a **DELTA ANGLE** of  $5^{\circ} 59' 39''$ , a **RADIUS** of **1393.50 feet**, a **ARC LENGTH** of **145.79 feet**, a **CHORD BEARING** of **South  $39^{\circ} 28' 00''$  West** for a **CHORD DISTANCE** of **145.72 feet**;
- 2) **North  $47^{\circ} 32' 11''$  West** for a distance of **5.00 feet**;
- 3) on a non-tangent curve to the right with a **DELTA ANGLE** of  $11^{\circ} 32' 53''$ , a **RADIUS** of **1388.50 feet**, a **ARC LENGTH** of **279.85 feet**, a **CHORD BEARING** of **South  $48^{\circ} 14' 16''$  West** for a **CHORD DISTANCE** of **279.38 feet** to the South line of a 2.000 acre as described prior;

**THENCE** with the South line of said 2.000 acre tract, **North  $88^{\circ} 48' 46''$  West** for a distance of **25.06 feet** to a corner of the 0.379 acre permanent easement reserved heretofore by The City of Dublin, Ohio;

**THENCE** with the 0.379 acre permanent easement reserved heretofore by The City of Dublin, Ohio the following two courses:

- 1) On a non-tangent curve to the left with a **DELTA ANGLE** of  $18^{\circ} 21' 59''$ , a **RADIUS** of **1373.50 feet**, a **ARC LENGTH** of **440.28 feet**, a **CHORD BEARING** of **North  $45^{\circ} 39' 42''$  East** for a **CHORD DISTANCE** of **438.40 feet**;
- 2) **South  $54^{\circ} 08' 50''$  East** for a distance of **20.00 feet BACK TO THE TRUE POINT OF BEGINNING.**

The above described temporary easement 2 contains 0.166 acres.

All iron pins described as set are 5/8" x 30" rebar with a 2 1/2" aluminum cap stamped "LeRoy. 7664, Burgess & Niple" and shall be placed upon notification by the City of Dublin.

This description was prepared in January 2013 by William C. LeRoy, P.S. Ohio License Number 7664 and is based upon surveys performed by Burgess & Niple, Inc. beginning in October 2007. The basis of bearings in the above described parcel are based on Grid North as obtained by RTK/GPS observations taken from Franklin County Engineer Monuments: Station FCGS 7772 and FCGS 7773, with a bearing of North  $02^{\circ} 34' 49''$  East, based on datum: Ohio State Plane South, NAD83(86 adjustment) and are for the determination of angles only.

Burgess and Niple, Inc

\_\_\_\_\_  
William C. LeRoy PS  
Ohio License No. 7664

\_\_\_\_\_  
Date

1 A-4

**EXHIBIT 1B**

**SURVEY OF CITY EXCHANGE PARCEL**



**EXHIBIT 2A**

**LEGAL DESCRIPTIONS OF  
COMPANY EXCHANGE PROPERTIES**

EXHIBIT A

**PARCEL 10-WD2**  
**RIGHT OF WAY ACQUISITION**  
**FROM**  
**McKITRICK PROPERTIES, INC**

December 21, 2009  
Page 2 of 3

Properties, LTD and the West line of the 3.978 acre McKitrick Properties lands, being 32.64 feet right of the centerline of existing Bright Road at station 46+03.34, witness a 1/4" Iron Pipe Found bearing South 03° 08' 28" West at a distance of 643.10 feet;

**THENCE** with the East line of the 3.000 acre Iacovetta Properties and the West line of the 3.978 acre McKitrick Properties lands, North 03° 08' 28" East for a distance of 33.48 feet **BACK TO THE TRUE POINT OF BEGINNING**, passing the existing right-of-way of Bright Road at a distance of 15.53 feet.

The above described parcel contains 0.038 acres, including 0.020 acres in the Present Road Occupied within Franklin County Auditors parcel number 273-008610.

All iron pins described as set are 5/8" x 30" rebar with a 2 1/2" aluminum cap stamped "LeRoy. 7664, Burgess & Niple" and shall be placed upon notification by the City of Dublin.

This description was prepared by William C. LeRoy, P.S., Ohio License No. 7664 and is based on field surveys performed under the direction of Walter A. Dodson, P.S., Ohio License No. 6446 during October 2007 through December 2009 and upon available public records. The basis of bearings in the above described parcel are based on Grid North as obtained by RTK/GPS observations taken from Franklin County Engineer Monuments: Station FCGS 7772 and FCGS 7773, with a bearing of North 02° 34' 49" East, based on datum: Ohio State Plane South, NAD83(86 adjustment) and are for the determination of angles only.

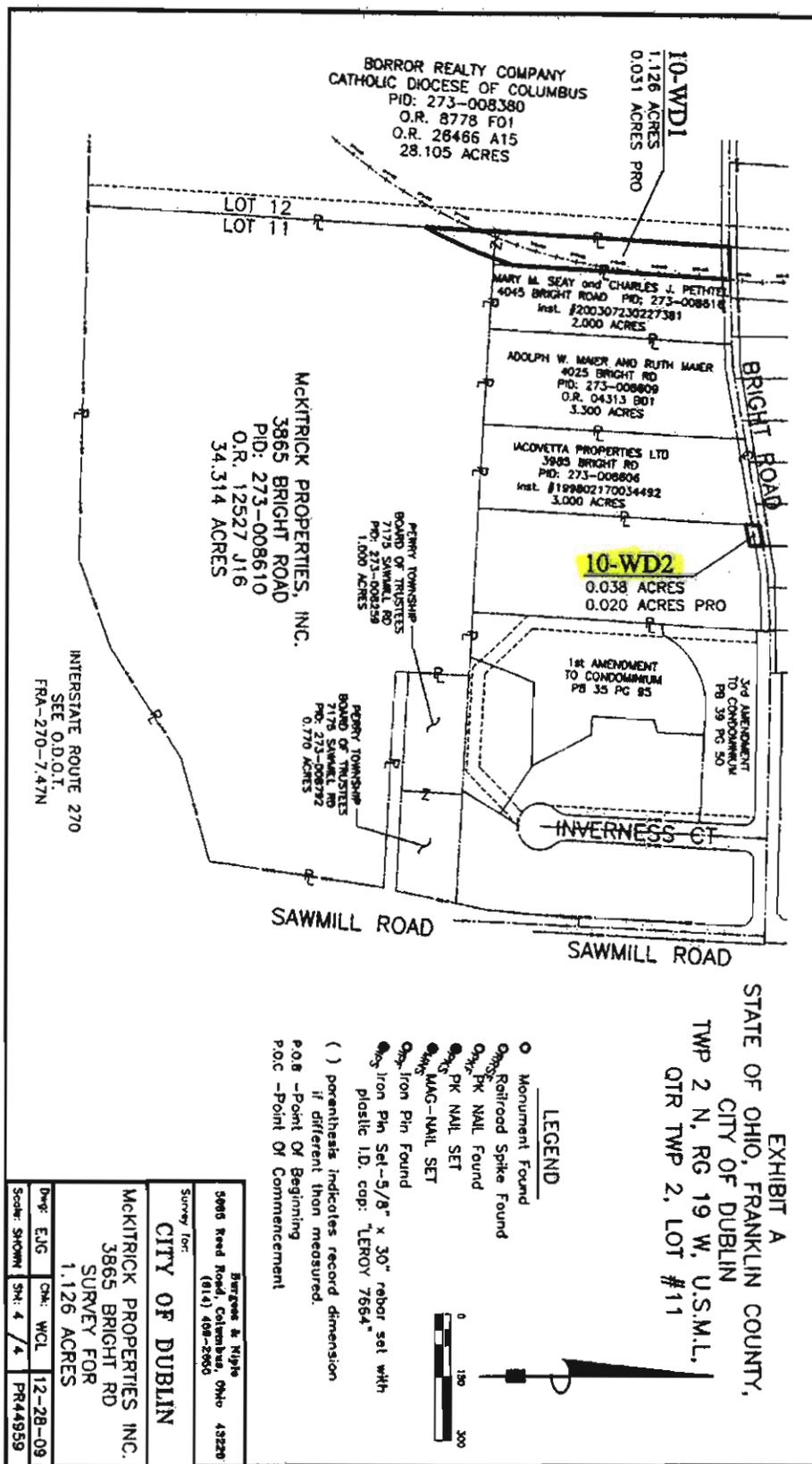
  
William C. LeRoy PS  
Ohio License No. 7664  
Burgess and Niple



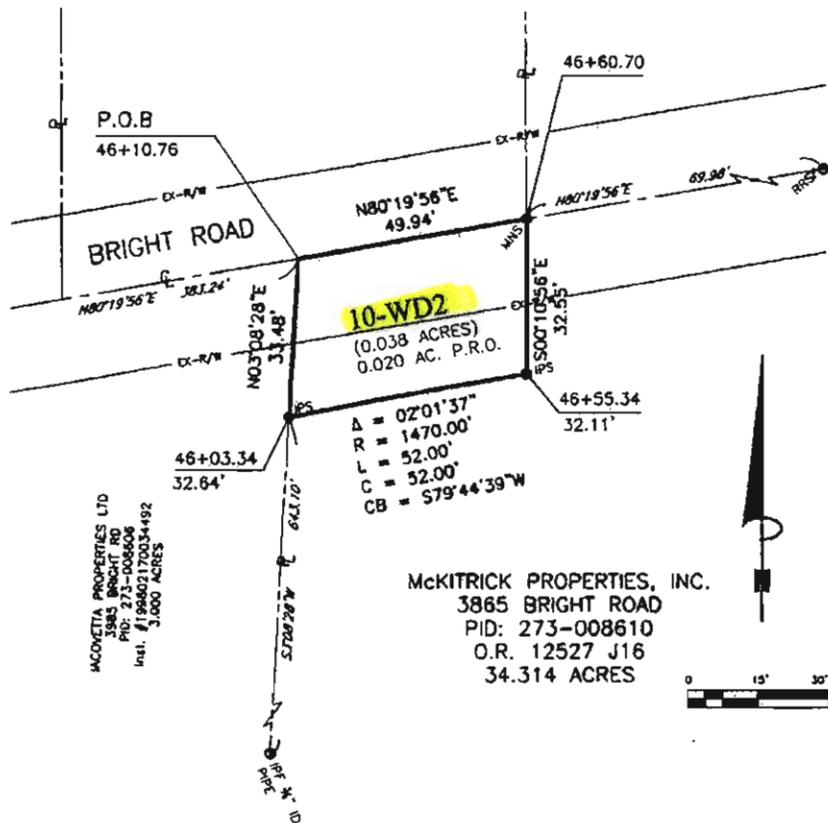
3-4-2010  
Date

**EXHIBIT 2B**

**SURVEYS OF COMPANY EXCHANGE PROPERTIES**



**EXHIBIT A**  
**STATE OF OHIO, FRANKLIN COUNTY, CITY OF DUBLIN**  
**TWP 2 N, RG 19 W, U.S.M.L, QTR TWP 2, LOT #11**



MACOVETA PROPERTIES LTD  
 3865 BRIGHT RD  
 PID: 273-008606  
 Int: 1/19602170034492  
 3.000 ACRES

McKITRICK PROPERTIES, INC.  
 3865 BRIGHT ROAD  
 PID: 273-008610  
 O.R. 12527 J16  
 34.314 ACRES



Burgess & Niple 6085 Reed Road, Columbus, Ohio 43220 (614) 458-2000		
Survey for: <b>CITY OF DUBLIN</b>		
McKITRICK PROPERTIES INC. 3865 BRIGHT RD SURVEY FOR 0.038 ACRES		
Dwg: E.J.G.	Chk: WCL	12-28-09
Scale: SHOWN	Sh: JA/3	PR44959

**EXHIBIT 3A**

**LEGAL DESCRIPTIONS OF COMPANY EXCHANGE PROPERTIES  
(Permanent Easement)**

EXHIBIT A

**PARCEL 10-U**  
**UTILITY EASEMENT ACQUISITION**  
**FROM**  
**McKITRICK PROPERTIES, INC**

December 21, 2009  
Page 1 of 4

Situate in the State of Ohio, County of Franklin, City of Dublin and,, being located in Township 2 North, Range 19 West of the United States Military Lands , Quarter Township 2 and part Lots Numbered 11, being further described as part of a 29.178 and 1.000 acre tract of lands conveyed to McKitrick Properties Inc as described in Official Record 12527 J16 and Official Record 11349 F01 respectively of the Franklin County Recorder's Office and,, being a parcel of land lying on the Left and Right side of Emerald Parkway as shown on the Centerline Plat of Emerald Parkway - Phase 8 in Plat Book \_\_\_\_, Page \_\_\_\_ and,, being more particularly described as follows:

**COMMENCING** at a Railroad Spike Set at the centerline intersection of Riverside Drive (SR257) at station 29+07.86 and Tuller Road station 10+00.00;

**THENCE** with the centerline of Riverside Drive, North  $09^{\circ} 32' 19''$  East for a distance of 553.57 feet to a Railroad Spike Set at the point of curvature for Riverside Drive at station 34+61.43;

**THENCE** continuing with the centerline of said Riverside Drive, on a curve to the Right having an ARC LENGTH of 96.64 feet, a DELTA ANGLE of  $01^{\circ} 55' 21''$ , with a RADIUS of 2880.00 feet, and a CHORD BEARING of North  $10^{\circ} 29' 59''$  East for a CHORD DISTANCE of 96.63 feet to a Railroad Spike Set at the centerline intersection of Riverside Drive at station 35+58.07 and the centerline of proposed Emerald Parkway at station 170+71.53;

**THENCE** with the centerline of proposed Emerald Parkway, North  $81^{\circ} 11' 22''$  East for a distance of 325.80 feet to the point of curvature on the centerline of proposed Emerald Parkway at station 173+97.33;

**THENCE** continuing with the centerline of proposed said Emerald Parkway, on a tangent curve to the Right with an ARC LENGTH of 2111.36 feet, a RADIUS of 9400.00 feet, a TANGENT LENGTH of 1060.14 feet, a DELTA ANGLE of  $12^{\circ} 52' 10''$ , with a CHORD BEARING of North  $87^{\circ} 37' 26''$  East and a CHORD DISTANCE of 2106.93 feet to the centerline of proposed Emerald Parkway at station 195+08.68;

**THENCE** continuing with the centerline of proposed Emerald Parkway, South  $85^{\circ} 56' 29''$  East for a distance of 320.66 feet at a point of curvature for the centerline of proposed Emerald Parkway on the centerline of proposed Emerald Parkway at station 198+29.34;

**THENCE** continuing with the centerline of proposed Emerald Parkway, on a tangent curve to the Left with an ARC LENGTH of 1625.02 feet, a RADIUS of 1300.00 feet, a TANGENT LENGTH of 937.94 feet, a DELTA ANGLE of  $71^{\circ} 37' 14''$ , with a CHORD BEARING of North  $58^{\circ} 14' 54''$  East and a CHORD DISTANCE of 1521.27 feet to the centerline of proposed Emerald Parkway at station 214+54.36;

**THENCE** with the East line of the 28.105 acre tract and the West line of the 29.178 McKitrick Properties lands, South  $03^{\circ} 08' 28''$  West for a distance of 129.87 feet to a Iron Pin Set on the proposed right-of-way of Emerald Parkway, being 48.50 feet Right of the centerline of proposed Emerald Parkway at station 213+36.03 and the TRUE POINT OF BEGINNING of the herein described parcel;

**EXHIBIT A**

**PARCEL 10-U**

**UTILITY EASEMENT ACQUISITION  
FROM  
McKITRICK PROPERTIES, INC**

December 21, 2009  
Page 2 of 4

**THENCE** with the proposed right-of-way of Emerald Parkway and through the 29.178 acre and 1.000 acre McKitrick Properties lands, on a non-tangent curve to the Left with an **ARC LENGTH** of 229.14 feet, a **RADIUS** of 1348.50 feet, a **TANGENT LENGTH** of 114.84 feet, a **DELTA ANGLE** of 09° 44' 09", with a **CHORD BEARING** of North 22° 47' 08" East and a **CHORD DISTANCE** of 228.86 feet to a **Iron Pin Set** on the West line of a 2.000 acre tract of lands conveyed to Mary M. Seay (1/2 Interest) and Charles J. Pethtel (1/2 Interest) as described in Instrument Number 200307230227381 and the East line of the 1.000 acre McKitrick Properties lands, being 48.50 feet Right of the centerline of proposed Emerald Parkway at station 215+56.92;

**THENCE** with the West line of the 2.000 acre Seay/Pethtel lands and the East line of the 1.000 acre McKitrick Properties lands, **South 03° 09' 01" West** for a distance of 48.51 feet to a **Iron Pin Set** on the Southwest corner of the 2.000 acre Seay/Pethtel lands and the Southeast corner of the 1.000 acre McKitrick Properties lands and on the North line of the 29.178 acre McKitrick Properties lands, being 61.67 feet Right of the centerline of proposed Emerald Parkway at station 215+12.13;

**THENCE** with the South line of the 2.000 acre Seay/Pethtel lands and the North line of the 29.178 acre McKitrick Properties lands, **South 86° 48' 43" East** for a distance of 12.34 feet to a **Iron Pin Set** on the proposed utility easement line of Emerald Parkway, being 73.50 feet Right of the centerline of proposed Emerald Parkway at station 215+15.49;

**THENCE** with the proposed utility easement line and through the 29.178 acre McKitrick Properties lands, on a non-tangent curve to the Right with an **ARC LENGTH** of 242.24 feet, a **RADIUS** of 1373.50 feet, a **TANGENT LENGTH** of 121.43 feet, a **DELTA ANGLE** of 10° 06' 18", with a **CHORD BEARING** of South 24° 47' 46" West and a **CHORD DISTANCE** of 241.92 feet to a **Iron Pin Set** on East line of the 28.105 acre Borror/Catholic Diocese lands and the West line of the 29.178 acre McKitrick Properties lands, being 73.50 feet Right of the centerline of proposed Emerald Parkway at station 212+86.22, witness a 1/2" Rebar Found bearing South 03° 08' 28" West at a distance of 760.76 feet (being located 0.93 South of the Limited Access Right of Way of Interstate 270);

**THENCE** with the East line of the 28.105 acre McKitrick lands and the West line of the 29.178 acre McKitrick Properties lands, **North 03° 08' 28" East** for a distance of 57.83 feet **BACK TO THE TRUE POINT OF BEGINNING.**

The above described parcel contains 0.129 acres lying within Franklin County Auditors parcel number 273-008610.

All iron pins described as set are 5/8" x 30" rebar with a 2 1/2" aluminum cap stamped "LeRoy. 7664, Burgess & Niple" and shall be placed upon notification by the City of Dublin.

3A-2

EXHIBIT A

**PARCEL 10-U**  
**UTILITY EASEMENT ACQUISITION**  
**FROM**  
**McKITRICK PROPERTIES, INC**

December 21, 2009  
Page 3 of 4

This description was prepared by William C. LeRoy, P.S., Ohio License No. 7664 and is based on field surveys performed under the direction of Walter A. Dodson, P.S., Ohio License No. 6446 during October 2007 through December 2009 and upon available public records. The basis of bearings in the above described parcel are based on Grid North as observed by GPS observation taken from the Ohio State Plane Coordinate System, Ohio South Zone(3402), NAD83(1986) and are for the determination of angles only.



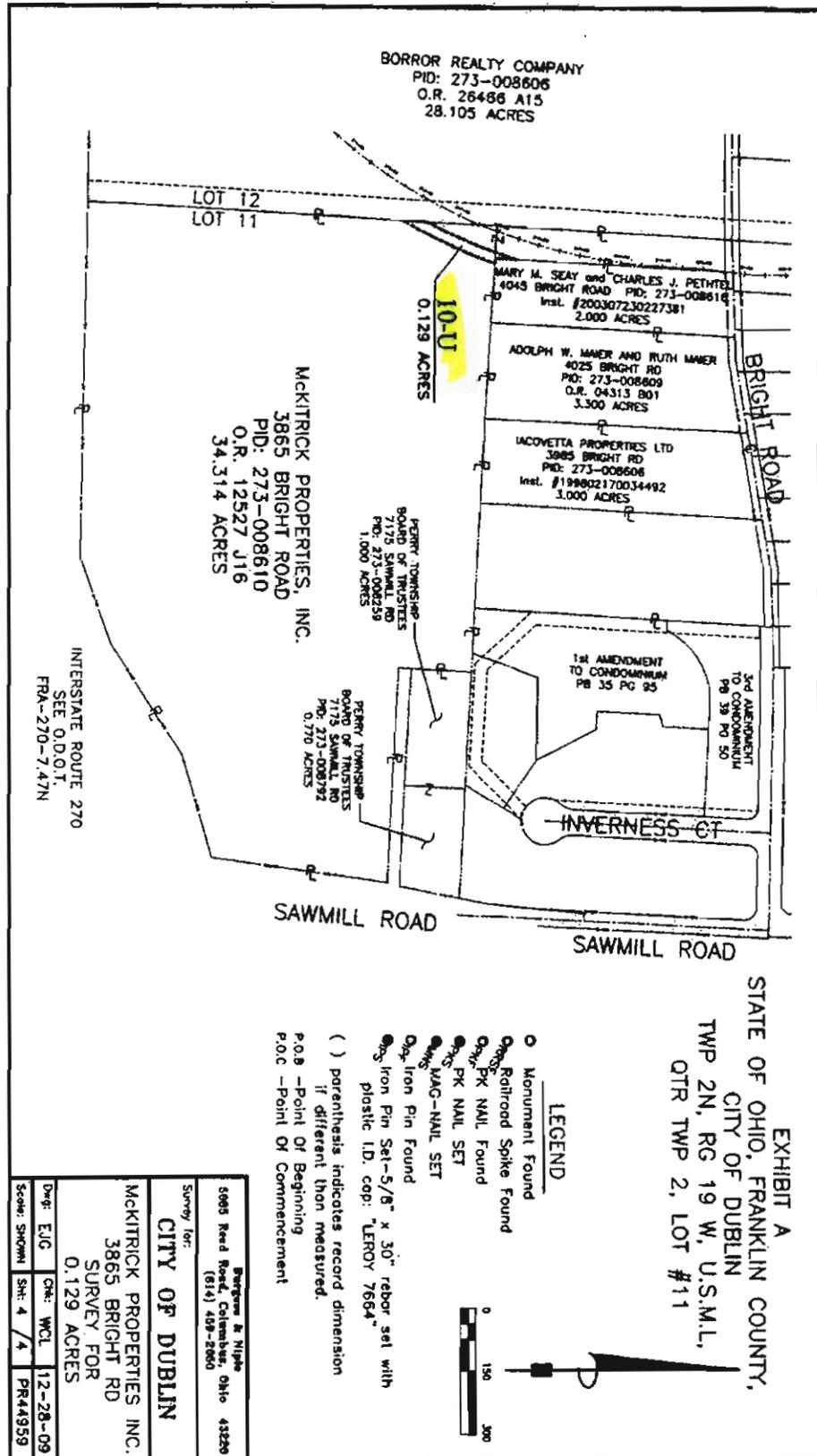
William C. LeRoy PS  
Ohio License No. 7664  
Burgess and Niple



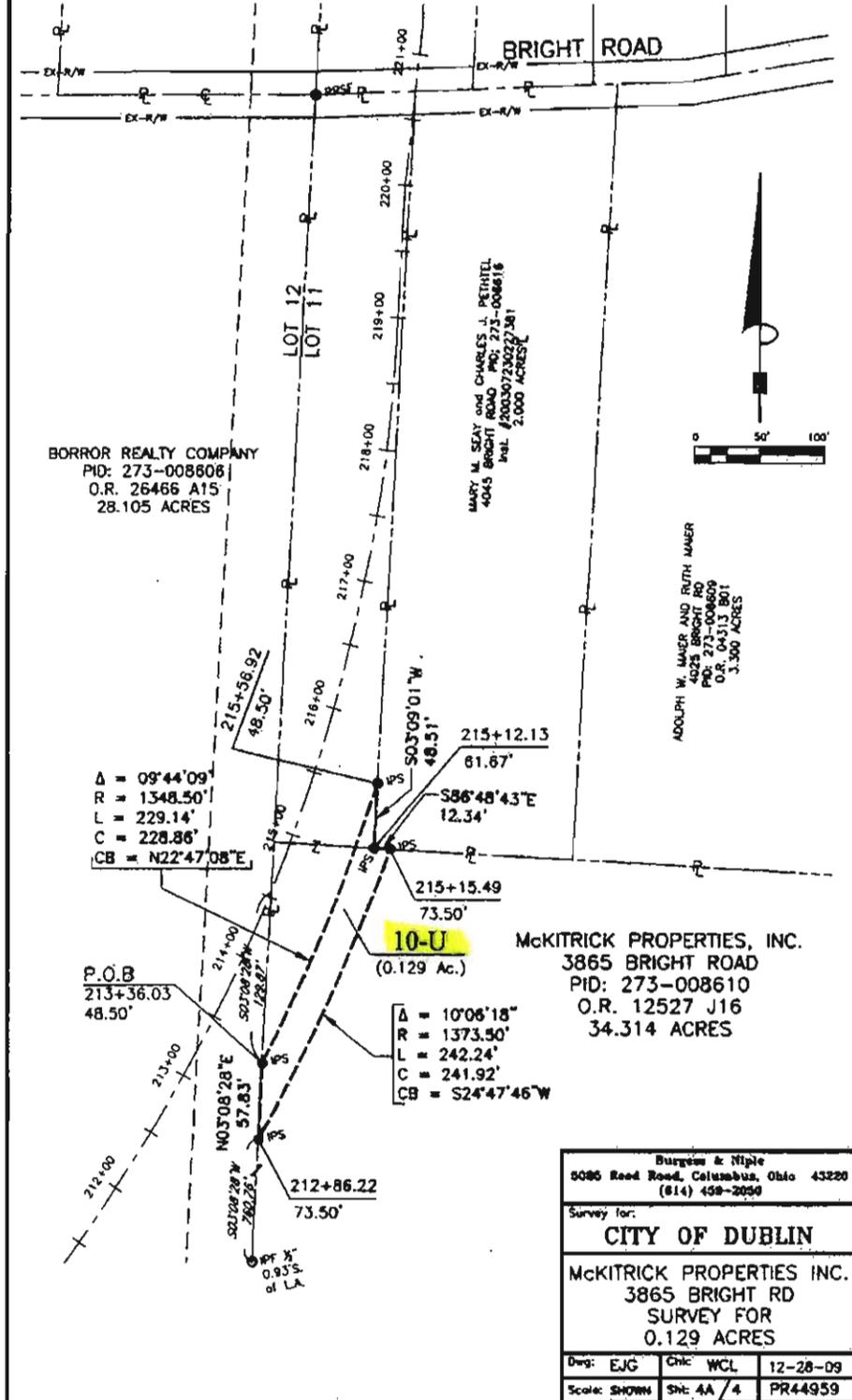
3-4-2010  
Date

**EXHIBIT 3B**

**SURVEY OF COMPANY EXCHANGE PROPERTIES  
(Permanent Easement)**



**EXHIBIT A**  
**STATE OF OHIO, FRANKLIN COUNTY, CITY OF DUBLIN**  
**TWP 2 N, RG 19 W, U.S.M.L, QTR TWP 2, LOT #11**



**BORROR REALTY COMPANY**  
 PID: 273-008606  
 O.R. 26466 A15  
 28.105 ACRES

**MARY M. SEAY and CHARLES J. PETHTEL**  
 4043 BRIGHT ROAD, PID: 273-008616  
 Incl. #20030723022/281  
 2.000 ACRES

**ADOLPH W. MAUER and RUTH MAUER**  
 4025 BRIGHT RD  
 PID: 273-004600  
 O.R. 04313 B01  
 3.300 ACRES

$\Delta = 09^{\circ}44'09''$   
 $R = 1348.50'$   
 $L = 229.14'$   
 $C = 228.86'$   
 $CB = N22^{\circ}47'08''E$

**10-U** MCKITRICK PROPERTIES, INC.  
 (0.129 Ac.)  
 3865 BRIGHT ROAD  
 PID: 273-008610  
 O.R. 12527 J16  
 34.314 ACRES

$\Delta = 10^{\circ}06'18''$   
 $R = 1373.50'$   
 $L = 242.24'$   
 $C = 241.92'$   
 $CB = S24^{\circ}47'46''W$

**P.O.B.**  
 213+36.03  
 48.50'

**Burgess & Niple**  
 5086 Reed Road, Columbus, Ohio 43220  
 (614) 459-2050

Survey for:  
**CITY OF DUBLIN**  
**MCKITRICK PROPERTIES INC.**  
 3865 BRIGHT RD  
 SURVEY FOR  
 0.129 ACRES

Dwg: E/JG	Chk: WCL	12-28-09
Scale: SHOWN	Sh: 4A/4	PR44959

**EXHIBIT 4A**

**LEGAL DESCRIPTIONS OF COMPANY EXCHANGE PROPERTIES  
(Temporary Easement)**

EXHIBIT A**PARCEL 10-T****TEMPORARY EASEMENT ACQUISITION  
FROM  
McKITRICK PROPERTIES, INC**

December 21, 2009

Page 1 of 4

Situate in the State of Ohio, County of Franklin, City of Dublin and,, being located in Township 2 North, Range 19 West of the United States Military Lands , Quarter Township 2 and part Lots Numbered 11, being further described as part of a 29.178 and 1.000 acre tract of lands conveyed to McKitrick Properties Inc as described in Official Record 12527 J16 and Official Record 11349 F01 respectively of the Franklin County Recorder's Office and,, being a parcel of land lying on the Left and Right side of Emerald Parkway as shown on the Centerline Plat of Emerald Parkway - Phase 8 in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ and,, being more particularly described as follows:

**COMMENCING** at a Railroad Spike Set at the centerline intersection of Riverside Drive (SR257) at station 29+07.86 and Tuller Road station 10+00.00;

**THENCE** with the centerline of Riverside Drive, North 09° 32' 19" East for a distance of 553.57 feet to a Railroad Spike Set at the point of curvature for Riverside Drive at station 34+61.43;

**THENCE** continuing with the centerline of said Riverside Drive, on a curve to the Right having an ARC LENGTH of 96.64 feet, a DELTA ANGLE of 01°55'21", with a RADIUS of 2880.00 feet, and a CHORD BEARING of North 10°29'59" East for a CHORD DISTANCE of 96.63 feet to a Railroad Spike Set at the centerline intersection of Riverside Drive at station 35+58.07 and the centerline of proposed Emerald Parkway at station 170+71.53;

**THENCE** with the centerline of proposed Emerald Parkway, North 81° 11' 22" East for a distance of 325.80 feet to the point of curvature on the centerline of proposed Emerald Parkway at station 173+97.33;

**THENCE** continuing with the centerline of proposed said Emerald Parkway, on a tangent curve to the Right with an ARC LENGTH of 2111.36 feet, a RADIUS of 9400.00 feet, a TANGENT LENGTH of 1060.14 feet, a DELTA ANGLE of 12° 52' 10", with a CHORD BEARING of North 87° 37' 26" East and a CHORD DISTANCE of 2106.93 feet to the centerline of proposed Emerald Parkway at station 195+08.68;

**THENCE** continuing with the centerline of proposed Emerald Parkway, South 85° 56' 29" East for a distance of 320.66 feet at a point of curvature for the centerline of proposed Emerald Parkway on the centerline of proposed Emerald Parkway at station 198+29.34;

**THENCE** continuing with the centerline of proposed Emerald Parkway, on a tangent curve to the Left with an ARC LENGTH of 1625.02 feet, a RADIUS of 1300.00 feet, a TANGENT LENGTH of 937.94 feet, a DELTA ANGLE of 71° 37' 14", with a CHORD BEARING of North 58° 14' 54" East and a CHORD DISTANCE of 1521.27 feet to the centerline of proposed Emerald Parkway at station 214+54.36;

**THENCE** with the East line of the 28.105 acre Borror/Catholic Diocese lands and the West line of the 29.178 acre McKitrick Properties lands, South 03° 08' 28" West for a distance of 187.70 feet to a Iron Pin Set, being 73.50 feet Right of the centerline of proposed Emerald Parkway at station 212+86.22 and the TRUE POINT OF BEGINNING of the herein described parcel;

EXHIBIT A

PARCEL 10-T  
TEMPORARY EASEMENT ACQUISITION  
FROM  
McKITRICK PROPERTIES, INC

December 21, 2009

Page 2 of 4

**THENCE** with the proposed utility easement line and through the 29.178 acre McKitrick Properties lands, on a non-tangent curve to the Left with an **ARC LENGTH** of 242.24 feet, a **RADIUS** of 1373.50 feet, a **TANGENT LENGTH** of 121.43 feet, a **DELTA ANGLE** of  $10^{\circ} 06' 18''$ , with a **CHORD BEARING** of North  $24^{\circ} 47' 46''$  East and a **CHORD DISTANCE** of 241.92 feet to a Iron Pin Set on the South line of a 2.000 acre tract of lands conveyed to Mary M. Seay (1/2 Interest) and Charles J. Peithel (1/2 Interest) as described in Instrument Number 200307230227381, being 73.50 feet Right of the centerline of proposed Emerald Parkway at station 215+15.49;

**THENCE** with the South line of the 2.000 acre Seay/Peithel lands and the North line of the 29.178 acre McKitrick Properties lands, South  $86^{\circ} 48' 43''$  East for a distance of 20.85 feet to the proposed temporary easement line, being 93.50 feet Right of the centerline of proposed Emerald Parkway at station 215+21.03;

**THENCE** with the proposed temporary easement line and through the 29.178 acre McKitrick Properties lands, on a non-tangent curve to the Right with an **ARC LENGTH** of 22.56 feet, a **RADIUS** of 1393.50 feet, a **TANGENT LENGTH** of 11.28 feet, a **DELTA ANGLE** of  $00^{\circ} 55' 39''$ , with a **CHORD BEARING** of South  $19^{\circ} 57' 47''$  West and a **CHORD DISTANCE** of 22.56 feet, being 93.50 feet Right of the centerline of proposed Emerald Parkway at station 214+99.99;

**THENCE** continuing with the proposed temporary easement line and through the 29.178 acre McKitrick Properties lands, North  $69^{\circ} 34' 23''$  West for a distance of 5.00 feet, being 88.50 feet Right of the centerline of proposed Emerald Parkway at station 214+99.99;

**THENCE** continuing with the proposed temporary easement line and through the 29.178 acre McKitrick Properties lands, on a non-tangent curve to the Right with an **ARC LENGTH** of 213.61 feet, a **RADIUS** of 1388.50 feet, a **TANGENT LENGTH** of 107.02 feet, a **DELTA ANGLE** of  $08^{\circ} 48' 53''$ , with a **CHORD BEARING** of South  $24^{\circ} 50' 03''$  West and a **CHORD DISTANCE** of 213.40 feet, being 88.50 feet Right of the centerline of proposed Emerald Parkway at station 212+99.99;

**THENCE** continuing with the proposed temporary easement line and through the 29.178 acre McKitrick Properties lands, South  $60^{\circ} 45' 30''$  East for a distance of 5.00 feet, being 93.50 feet Right of the centerline of proposed Emerald Parkway at station 212+99.99;

**THENCE** continuing with the proposed temporary easement line and through the 29.178 acre McKitrick Properties lands, on a non-tangent curve to the Right with an **ARC LENGTH** of 53.45 feet, a **RADIUS** of 1393.50 feet, a **TANGENT LENGTH** of 26.73 feet, a **DELTA ANGLE** of  $02^{\circ} 11' 52''$ , with a **CHORD BEARING** of South  $30^{\circ} 20' 26''$  West and a **CHORD DISTANCE** of 53.45 feet to the East line of the 28.105 acre Borrer/Catholic Diocese lands and the West line of the 29.178 acre McKitrick lands, being 93.50 feet Right of the centerline of proposed Emerald Parkway at station 212+50.12;

**THENCE** with the East line of the 28.105 acre Borrer/Catholic Diocese lands and the West line of the 29.178 acre McKitrick lands, North  $03^{\circ} 08' 28''$  East for a distance of 43.31 feet **BACK TO THE TRUE POINT OF BEGINNING.**

HA-2

EXHIBIT A

PARCEL 10-T  
TEMPORARY EASEMENT ACQUISITION  
FROM  
McKITRICK PROPERTIES, INC

December 21, 2009  
Page 3 of 4

The above described parcel contains 0.098 acres lying within Franklin County Auditors parcel number 273-008610.

All iron pins described as set are 5/8" x 30" rebar with a 2 1/2" aluminum cap stamped "LeRoy. 7664, Burgess & Niple" and shall be placed upon notification by the City of Dublin.

This description was prepared by William C. LeRoy, P.S., Ohio License No. 7664 and is based on field surveys performed under the direction of Walter A. Dodson, P.S., Ohio License No. 6446 during October 2007 through December 2009 and upon available public records. The basis of bearings in the above described parcel are based on Grid North as observed by GPS observation taken from the Ohio State Plane Coordinate System, Ohio South Zone(3402), NAD83(1986) and are for the determination of angles only.



William C. LeRoy PS  
Ohio License No. 7664  
Burgess and Niple



3-4-2010  
Date

4A-3

**EXHIBIT 4B**

**SURVEY OF COMPANY EXCHANGE PROPERTIES  
(Temporary Easement)**

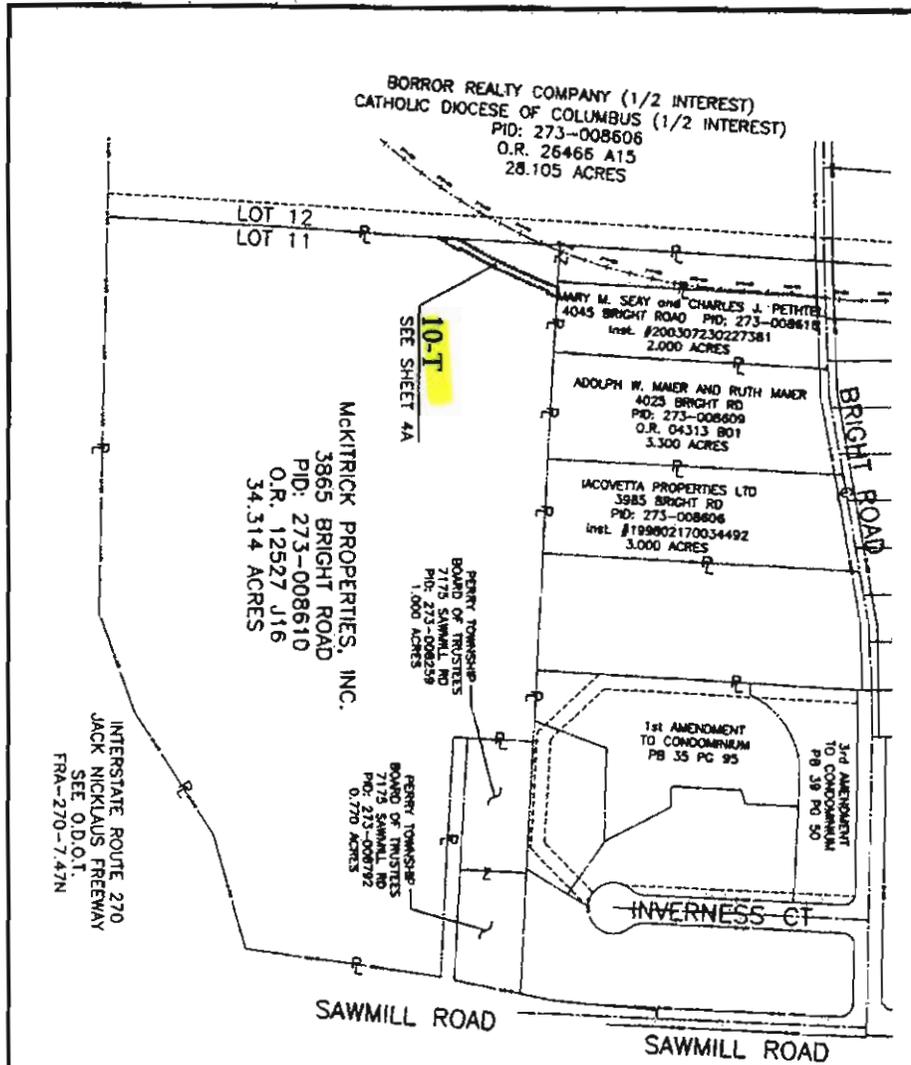


EXHIBIT A  
 STATE OF OHIO, FRANKLIN COUNTY,  
 CITY OF DUBLIN  
 TWP 2N, RG 19 W, U.S.M.L.  
 QTR TWP 2, LOT #12

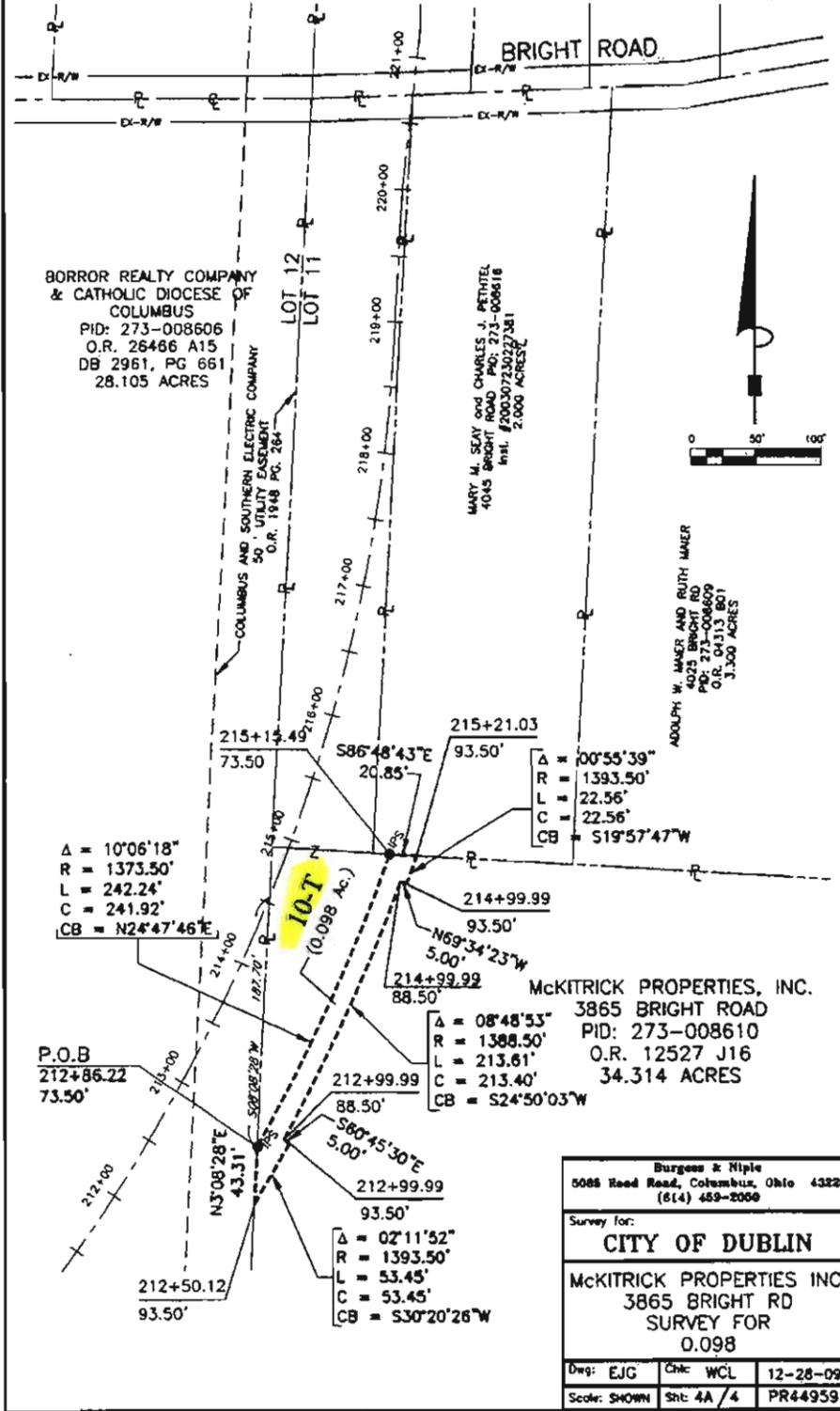
LEGEND

- Monument Found
- Railroad Spike Found
- PK NAIL Found
- PK NAIL SET
- DHF Drilled Hole Found
- Iron Pin Found
- Iron Pin Set-5/8" x 30" rebor set with plastic I.D. cap: TEROY 7564"
- ( ) parenthesis indicates record dimension if different than measured.
- P.O.B - Point Of Beginning
- P.O.C - Point Of Commencement



Survey for:		Burgess & Nijse	
CITY OF DUBLIN		6080 Reed Road, Columbus, Ohio 43220	
McKITTRICK PROPERTIES INC.		(614) 488-2060	
3865 BRIGHT RD			
SURVEY FOR			
0.098 ACRES			
Dwg: EUG	Chk: WCL	12-28-09	
Scale: SHOW	Sh: 4 / 4	PR44959	

**EXHIBIT A**  
**STATE OF OHIO, FRANKLIN COUNTY CITY OF DUBLIN**  
**TWP 2 N, RG 19 W, U.S.M.L, QTR TWP 2, LOT #12**



**BORROR REALTY COMPANY  
 & CATHOLIC DIOCESE OF  
 COLUMBUS**  
 PID: 273-008606  
 O.R. 26466 A15  
 DB 2961, PG 661  
 28.105 ACRES

**MARY M. SEAY and CHARLES J. PRENTEL**  
 1045 BRIGHT ROAD PID: 273-008618  
 Insl. #20030723027381  
 2.000 ACRES

**ADOLPH W. MAER and RUTH MAER**  
 4023 BRIGHT RD  
 PID: 273-008609  
 O.R. 04131 801  
 3.300 ACRES

$\Delta = 10^{\circ}06'18''$   
 $R = 1373.50'$   
 $L = 242.24'$   
 $C = 241.92'$   
 $CB = N24^{\circ}47'46''E$

$\Delta = 00^{\circ}55'39''$   
 $R = 1393.50'$   
 $L = 22.56'$   
 $C = 22.56'$   
 $CB = S19^{\circ}57'47''W$

**McKITRICK PROPERTIES, INC.**  
 3865 BRIGHT ROAD  
 PID: 273-008610  
 O.R. 12527 J16  
 34.314 ACRES

$\Delta = 02^{\circ}11'52''$   
 $R = 1393.50'$   
 $L = 53.45'$   
 $C = 53.45'$   
 $CB = S30^{\circ}20'26''W$

Burgess & Niple 5066 Hood Road, Columbus, Ohio 43228 (614) 459-2060		
Survey for: <b>CITY OF DUBLIN</b>		
McKITRICK PROPERTIES INC. 3865 BRIGHT RD SURVEY FOR 0.098		
Dwg: EJJ	Chk: WCL	12-28-09
Scale: SHOWN	Sht: 4A/4	PR44959

**EXHIBIT 5**  
**2007 COMMUNITY PLAN ACCESS DEPICTION FOR THE PROPERTIES**



Figure 3.4  
Bright Road Area Plan



0 200 400 Feet

Area plan concepts are general guides to indicate potential development options. Plans are schematic only, and the actual mix of land uses, locations and configurations of buildings, parking areas and access points will be determined through the public review process. Properties retain all existing rights.