City of Worthington
SUBDIVISION APPLICATION

Case # SUB 02-12
Preliminary Plat
Fee $150.00
Date Received 6-27-12
Action/Date 7-26-12
Final Plat
Fee $100.00
Date Received _____
Action/Date _____

Rcpt # 54778

A. General Information

1. Property Location 6520, 6530, 6540 Huntley Road

2. Zoning and Use I-2, General Industrial - Manufacturing

3. Applicant Co-Applicants: Taylor Property Development, Ltd. and RTZ Industrial Group, Ltd.

   Address c/o Acme Agent, 41 South High Street, Suite 2800, Columbus, Ohio 43215

   Home Phone 614-848-8366 Work Phone 614-848-8366

4. Property Owner Taylor Property Development, Ltd.

   Address 701 Morning Street, Worthington, Ohio 43085

   Home Phone 614-888-7597 Work Phone 614-888-7597

5. Surveyor or Engineer Myers Surveying, c/o Joseph P. Myers

   Address 2740 East Main Street, Bexley, Ohio 43209

   Phone 614-235-8677

B. Existing

1. Number of lots 1 2. Area 2.00 Acres

C. Proposed

1. Number of lots 3 2. Area Lot 1: 0.752 Acres; Lot 2: ~~0.680~~ Acres .673; Lot 3: ~~0.568~~ Acres .574 3. Dimensions Lot 1: 304' x ~~107.75'~~; Lot 2: 305.50' x 96.93'; Lot 3: 307.61' x 80.38' See Plat

4. Frontage Lot 1: 107.76'; Lot 2: ~~97.44'~~ 97'; Lot 3: ~~81.60'~~ 82' 5. Utilities available? yes

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Rebecca J. Mott, Attorney — 06/27/12
Applicant (Signature) for RTZ Industrial Group, Ltd. — Date

Nancy D. Taylor — 6/27/12
Property Owner (Signature) and Applicant, for Taylor Property Development, Ltd. — Date

Lot Split
6520 Huntley Road, Worthington, OH
Notice List
(Abutting Property Owners and Directly Across the Street)

G.E.W. Management Co.
c/o Billy Williamson, Statutory Agent
6580 Huntley Road
Columbus, OH 43229

G.E.W. Management Co.
c/o Tropical Nuts & Fruits
3150 Urbancrest Industrial Drive
Grove City, OH 43123

R.A. Sanese Company, Ltd.
c/o Willow Corporation, Statutory Agent
10 West Broad Street, Suite 2400
Columbus, OH 43215

R.A. Sanese Company, Ltd.
6465 Busch Blvd.
Columbus, OH 43229

R.A. Sanese Company, Ltd.
c/o Cindy Whitley
4845 Carrigan Ridge Drive
Dublin, OH 43017

Huntley Road LLC
c/o Janice A. Nelson, Statutory Agent
Porter, Wright, Morris & Arthur LLP
41 South High Street, Suite 2800
Columbus, OH 43215

Huntley Road LLC
6510 Huntley Road
Columbus, OH 43229

GE Superabrasives US, Inc.
c/o CT Corporation System, Statutory Agent
1300 East Ninth Street
Cleveland, OH 44114

GE Superabrasives US, Inc.
Law Office Leon Charney
1441 Broadway
New York, NY 10018

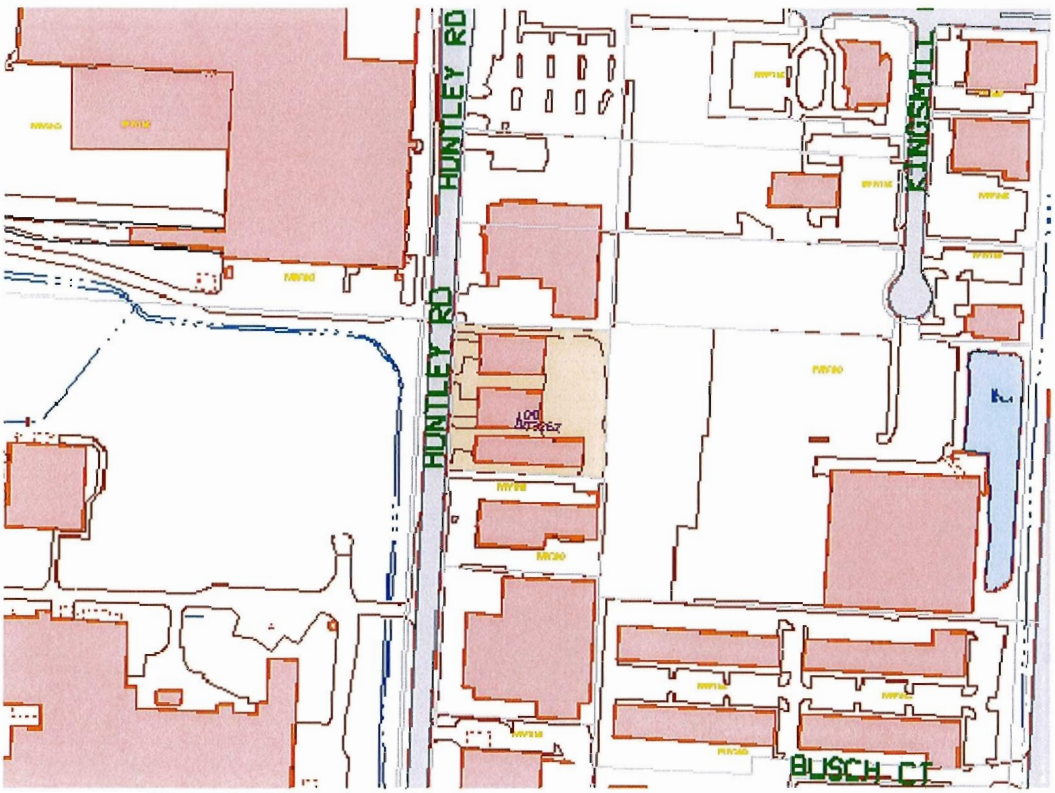
GE Superabrasives US, Inc.
P.O. Box 4900
Scottsdale, AZ 85261

COLUMBUS/1636640v.1

CITY OF WORTHINGTON
SUB 02-12
DRAWING NO.

DATE 6-27-12

6520,6530,6540 Huntley Rd



100-003262-00 05/04/2010

ADDENDUM AND SUPPLEMENT TO
STATEMENT OF CO-APPLICANTS
RELATED TO SUBDIVISION OF REAL PROPERTY

CURRENT ZONING: I-2, General Industrial

PROPERTY ADDRESS: 6520, 6530, and 6540 Huntley Road, Worthington, Ohio, Auditor's Tax Parcel Id. No.: 100-003262-00, consisting of 2.00 +/- acres, situated north of I-161, east of the CSX Railroad tracks and Proprietors Road, west of I-71, and south of Schrock Road (the "Property").

OWNERS: Taylor Property Development, Ltd., an Ohio limited liability company

CO-APPLICANTS: RTZ Industrial Group, Ltd. (Buyer) and Taylor Property Development, Ltd. (Owner/Seller)

DATE OF ADDENDUM: September 6, 2012

APPLICATION NUMBER: SUB-02-12

I. Introduction/Changes to Application and Proposal:

This Addendum to Statement of Co-Applicants Related to Subdivision of Real Property (the "Addendum") is being submitted to amend and supplement the original subdivision request of Co-Applicants dated June 27, 2012.

Due to staff and Municipal Planning Commission comments at a hearing held on July 26, 2012, the Co-Applicants desire to supplement their request for subdivision approval with the attached draft final form of Non-Exclusive Deed of Ingress-Egress, Access, Maneuverability, and Maintenance Easement Agreement, which is proposed for the Property, marked as Exhibit "1", for ingress-egress, use, access, maneuverability, and maintenance of the two paved driveways and the twenty-two foot in width gravel covered aisle/driveway on the rear lot on the Property by all property owners, which clearly provides the responsibilities, duties, obligations, and rights with respect to that shared ingress-egress, use, access, maneuverability, and maintenance. One driveway exists between the buildings known as 6540 Huntley Road (Building 1 on Lot 1) and 6530 Huntley Road (Building 2 on Lot 2), and one driveway exists to the south of the building known as 6520 Huntley Road (Building 3 on Lot 3).

All currently existing, paved parking spaces, which are associated with each respective building on the Property are excluded from the defined "Easement Areas" and shall be owned in fee simple by each of the respective building/lot owners, without shared use, access, parking, maneuverability, and maintenance.

The Co-Applicants also submit with this Addendum, the location of any storm water lines/drains on the Property, as noted on the revised preliminary site plan, marked as Exhibit "C" (this revised and amended Exhibit "C" shall replace and supersede the original preliminary site plan marked as Exhibit "C").

Additional changes being made to the subdivision request relate to moving the proposed lot line further from the 6520 Huntley Road building (Building 3) and closer to the 6530 Huntley Road building (Building 2). This change to the lot line brings Building 2 and Building 3 into compliance with the Ohio Building Code in terms of the fire-ratings of those two respective building walls. The preliminary site plan has been changed to reflect this new proposed lot line, and with that lot line change, certain revisions have been made with respect to the specific dimensions and measurements for particular variances being requested. Below is a summary of the requested variances pursuant to the new request:

A. Development Standards:

1.) The Following Development Standards of Chapter 1149 of the City of Worthington Planning and Zoning Code Can be Complied With (For Each Lot):

(a) Building Front Yard Setback: The front yard building setback line, for each building, is and shall remain a minimum of forty (40) feet from Huntley Road.

(b) Building Rear Yard Setback: The rear yard building setback line, for each building, is and shall remain a minimum of thirty (30) feet from the rear lot line.

(c) Percent of Lot Coverage: Lot coverage for each lot shall not exceed forty percent (40%).

(d) Building Height: The heights of each building are and shall remain less than or equal to three (3) stories.

(e) Parking Setback: In accordance with Section 1171.02, the parking area setback on the Property, and for each separate lot, shall be no closer than five (5) feet to Huntley Road.

B. Specific Variances:

1.) Variances Needed for Subdivision:

(a) **Lot Width**: According to Section 1149.02 of the City of Worthington Planning and Zoning Code, the minimum width for each lot shall be a minimum of two hundred (200) feet.

Lot 1: Variance: The width of Lot 1 is 107.75 feet, which does not meet the minimum required lot width, and a variance is requested.

Lot 2: Variance: The width of Lot 2 is 95.3 feet, which does not meet the minimum required lot width, and a variance is requested.

Lot 3: Variance: The width of Lot 3 is 82.0 feet, which does not meet the minimum required lot width, and a variance is requested.

(b) **Lot Area**: According to Section 1149.02 of the City of Worthington Planning and Zoning Code, the minimum lot area shall be a minimum of two (2.00) acres.

Lot 1: Variance: Lot 1 shall be an area of 0.752 +/- acres, which does not meet the minimum required lot area, and a variance is requested.

Lot 2: Variance: Lot 2 shall be an area of 0.673 +/- acres, which does not meet the minimum required lot area, and a variance is requested.

Lot 3: Variance: Lot 3 shall be an area of 0.574 +/- acres, which does not meet the minimum required lot area, and a variance is requested.

(c) **Building Side Yard Setback:** According to Section 1149.02 of the City of Worthington Planning and Zoning Code, the minimum width for each side yard shall be a minimum of twenty (20) feet.

Building 1: The northern-most side yard for Building 1, of 20.1 feet at its most narrow point, meets the minimum required width for side yard. Variance: The southern-most side yard for Building 1, of 15.4 feet at its most narrow point, does not meet the minimum required width for side yard, and a variance is requested.

Building 2: Variance: The northern-most side yard for Building 2, of 15.4 feet at its most narrow point, does not meet the minimum required width for side yard, and a variance is requested. Variance: The southern-most side yard for Building 2, of 8.6 feet at its most narrow point, does not meet the minimum required width for side yard, and a variance is requested.

Building 3: Variance: The northern-most side yard for Building 3, of 10.5 feet at its most narrow point, does not meet the minimum required

width for side yard, and a variance is requested. The southern-most side yard for Building 3, of 23.8 feet at its most narrow point, meets the minimum required width for side yard.

(d) **Access, Driveways, and Parking**:

Access: There are two vehicular access routes to the subject property from Huntley Road. There is and shall remain one vehicular access point south of Building 3, and it shall be from Huntley Road. There is and shall remain one vehicular access point between Buildings 1 and 2. All driveways shall be subject to a shared vehicular cross-access easement providing for ingress-egress, use, access, maneuverability, and maintenance between the owners of those respective lots.

Driveway Between Building 1 and Building 2: Variance: The northern–most driveway on the subject property, between Building 1 and Building 2 is 12.8 feet at its most narrow point (considering the parking spaces running parallel with such driveway), which does not meet the minimum required width for access drive of at least twenty-two (22) feet, and a variance from the requirements of Section 1171.01 is requested.

Driveway South of Building 3: The southern–most driveway on the Property south of Building 3 is 22.5 feet, and meets the minimum required width for access drive of at least twenty-two (22) feet.

Parking Setback from Street or Right-of-Way: Off street parking shall be provided in compliance with the provisions of Chapter 1171 of the Planning and Zoning Code.

2.) Additional Variances for Existing Conditions Requested to "Clean Up" Property (and not created by virtue of lot split):

(a) A variance is requested to continue the use of the rear lot as a gravel lot.

(b) A variance is requested to continue having parking spaces within the front yard setback of forty feet (40').

(c) According to Section 1149.02 of the Planning and Zoning Code, the minimum area for each parking space shall be 171 square feet. All existing, paved parking spaces meet the minimum dimensions for parking spaces, except two parking spaces along the north-western side of Building 2, which are each at 160 square feet. These two spaces may either be re-striped to meet the minimum dimensions required for parking spaces, or a variance is requested.

II. Practical Difficulties Test for the Grant of Area Variances:

A. Practical Difficulties Test: Test for "Area Variances" is derived from Ohio case law and is known as the "Practical Difficulties" test, which is a lesser standard than the test for "Use Variances" in Ohio (namely, "Substantial Hardship"). The controlling court case in Ohio is: Duncan v. Village of Middlefield, 491 N.E.2d 692 (Ohio 1986). *See also, City of Worthington Planning and Zoning Code § 1107.01 for "Variations by Council" which provides City Council authority to grant variances from the requirements of the Zoning Code to "afford justice" and if "practical difficulties" exist; and see § 1129.05(c) which provides the Board of Zoning Appeals authority to grant area variances from the requirements of the Zoning Code if practical difficulty exists, and lists the seven (7) factors for "practical difficulties" (as support that this is the proper test, as codified by the City of Worthington) (in handout, as Attachment 5).*

B. The Seven Factors: In Terms of the "Practical Difficulties" test, the Ohio courts have given us guidance on how to interpret and apply the seven factors. Under this test and its application to any set of facts, an applicant or proponent need not meet or satisfy all seven factors of the test and not one factor is determinative. The courts in Ohio have said that the factors must be weighed and balanced and that other relevant factors may be used; in essence, a useful way to look at the factors of the "Practical Difficulties" test is if a majority of the factors (in consideration with any other relevant factors) are met, then the variances should be granted.

C. Summary: A property owner, or a buyer of real property, encounters "practical difficulties" whenever an area zoning requirement . . . unreasonably deprives him of a permitted use of his property".

1.) **Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance.** Building 2 is currently vacant and is generating no income for the property owner. RTZ Industrial Group, Ltd. desires to purchase Building 2. This building offers RTZ Manufacturing Co. the "right fit" in terms of space, opportunity for growth, equipment floor loading specifications, proper zoning for its use, configuration, adequate electrical supply, and will provide permanency in, and stronger ties to, Worthington. RTZ Manufacturing Co. is an eighteen-year established and reputable business in Worthington and would like to remain in Worthington. RTZ Industrial Group, Ltd. will be unable to purchase Building 2 without the lot split; Taylor Property Development, Ltd., will be unable to sell the individual buildings/lots without the lot split. Without a lot split, the property owner will continue to deal with market conditions in a landlord capacity and that is not what it desires to do (struggle to obtain and retain suitable tenants, dealing with vacancy issues, lower than market rents, etc.).

2.) **Whether the variance is substantial.** A grant of the lot split and variances would allow for a reduction in the lot size requirement for these particular lots, but this request is consistent with the general character of the neighborhood. In looking at the east side of Huntley Road (where the Property is located), the majority of the lots are less than 2.00 acres, and many are under 1.00 acre. Larger lots to support larger scale manufacturing businesses are located on the west side of Huntley Road. The Property, if split to three lots, will still be in conformity with the other lots on the east side of Huntley Road. The east side of Huntley Road has been developed in a way and manner which has met the demand over time – smaller lots to support the smaller to medium-sized manufacturing businesses. The Property is already developed with three buildings. The Property appears to be three separate parcels with three distinct buildings and businesses from the street. In fact, neither the physical configuration of the buildings nor the features and characteristics of the Property will change if the lot split and variances were granted. To state it simply, there will be no physical change to the Property if the lot split and the variances were granted. Thus, the lot split and associated variances are not substantial.

3.) **Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance.** As already stated, a grant of the lot split and variances would allow for a reduction in the lot size requirement for these particular lots, but this request is consistent with the essential character of the neighborhood. The east side of Huntley Road (where the Property is located) consists of a majority of lots that are already less than 2.00 acres, and many lots are under 1.00 acre. Larger lots to support larger scale manufacturing businesses are located on the west side of Huntley Road. The Property, if split to three lots, will still be in conformity with the other lots on the east side of Huntley Road. The Property is already developed, and there will be no physical change to the Property if the lot split and the variances were granted. Further, there has been no objections made by any adjoining property owners to this request. Since there will be no physical change to the Property by virtue of a lot split, there will be no substantial detriment suffered by any adjoining property.

4.) **Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage).** There will be no change in any of the utilities serving the property, and no change would occur by virtue of the lot split that would impact the provision of governmental services. There currently exists two access points and driveways from Huntley Road as well as a large rear lot on the Property for maneuverability of safety/fire vehicles. Water, sewer, and electrical services are already serving each of the individual, separate buildings. For those downspouts between Buildings 2 and 3 that appear to connect to an underground drain, the Co-Applicants shall provide an easement for those two lots with respect to any shared stormwater drainage.

5.) **Whether the property owner purchased the property with knowledge of the zoning restriction.** Taylor Property Development, Ltd, or its related predecessors in interest, have owned the Property since at least 1956, and the Zoning Code requirements were not established at that time – the first provisions of the Planning and Zoning Code were adopted in 1971. There was no knowledge of the zoning restriction by the property owner at the time of its purchase. Neither the property owner nor RTZ Industrial Group, Ltd. created the problem. The Property is already developed. There is no new development on the Property for which the property owner or RTZ Industrial Group, Ltd. seek a variance. In terms of RTZ Industrial Group, Ltd.'s knowledge as a potential buyer of Building 2, there is current knowledge that the respective Zoning Code requirements exist. Therefore, RTZ Industrial Group, Ltd. and Taylor Property Development are cooperatively and respectfully requesting the grant of the lot split and variances through the correct process and *prior* to an actual closing under the purchase contract for Building 2.

6.) **Whether the property owner's predicament feasibly can be obviated through some method other than a variance.** There is no other option for RTZ Manufacturing Co. – RTZ Manufacturing Co. cannot find alternate suitable space in Worthington that meets its specific needs. The lot split and associated variances are necessary for RTZ Industrial Group, Ltd. to purchase Building 2 and remain in Worthington.

7.) **Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.** The "spirit and intent" of this seventh factor refers to the type of zoning designation for the Property. The Property is zoned I-2, General Industrial. The lot split and associated variances are not substantial and will not change the general character of the neighborhood – in terms of the smaller lot sizes for smaller-scale manufacturers on the east side of Huntley Road. The proposed use is permitted and also comports with the general character of the neighborhood – as part of the "Industrial Corridor". There are no changes to the land use by Co-Applicant's request. There will be no physical change to the Property. Substantial justice requires that the interests of the community, neighborhood, and adjoining property owners be given due consideration. There are no known objections from adjoining property owners to this proposal. Since there will be no physical change to the Property by virtue of a lot split, there will be no substantial detriment suffered by any adjoining property. Substantial justice will be done by granting the lot split and variances.

III. Conclusion:

Lastly, Co-Applicant's request comports with the City's Comprehensive Plan, for which the City spent a considerable time and investment.

The Comprehensive Plan states that since the 1980's, other areas in the region (especially southeastern Franklin County and central Delaware County) have become much more attractive to industrial users. These locations have large undeveloped sites (attracting large manufacturers and those with specific needs and desire more flexible space with build-to-suit options), new infrastructure, significant and attractive tax abatements and financial incentives, and less conflicting urban development. Other jurisdictions also have less restrictive zoning code requirements for manufacturing and industrial uses[1].

The Comprehensive Plan goes on to state that with the significant industrial competition in neighboring cities and suburbs (and with the lack of large undeveloped industrial land), Worthington has experienced little new industrial growth and development since the early 1990's. In fact, most of the current vacancies in the "Industrial Corridor" exist along Huntley Road and represent large manufacturing buildings.

The Comprehensive Plan provides that there is a niche in the flexible industrial space market (office/warehouse combination buildings) in which Worthington could become more competitive. In fact, it states, "***there is growth in the area of industrial start ups and small to medium suppliers, and these companies require smaller, more flexible space with lower rents. This is a sector in which Worthington could be attractive***". The Comprehensive Plan recommends the focus of Worthington should be on maintenance, marketing, and reuse of existing structures.

In addition, the Comprehensive Plan states the "Industrial Corridor" is a strong source of revenue for the City of Worthington. Income taxes from Worthington's "Industrial Corridor" are second only to the office corridors in contributing to the City's financial stability. Worthington needs the industrial tax base, and approving this lot split only helps to support the current industrial tax base. RTZ Industrial Group, Ltd. has not requested financial incentives or tax abatements

The Comprehensive Plan further states, "***it is critical that the City protect this area as an employment center. The City should strive to make this area attractive to investment and redevelopment***". The Comprehensive Plan, referring to the Economic Development Plan, recognizes, "***these small to medium-sized manufacturers and distributors should continue to be the target market, with***

---

[1] The Worthington Planning and Zoning Code is more restrictive in terms of the lot size requirement for industrial properties. In Orange Township, Westerville, Obetz, Grove City, and Columbus (some of the City of Worthington's biggest competition in terms of attracting manufacturing/industrial users), there are no lot size requirements for industrial properties in their zoning codes. It makes sense to have restrictive lot sizes for residential properties and even some commercial properties, but the 2.00 acre lot size requirement for industrial properties actually acts as a deterrent to the small to medium-sized manufacturers, which is exactly the type of business the Comprehensive Plan asks the City to support and retain.

structures renovated where possible to flexible space, easily converted for the changing needs of the owner or tenant".

With the Comprehensive Plan's recommendation to create an "Industrial Corridor" Plan, it provides that "***the City must continue to work with the small businesses within the community and identify opportunities and methods for attracting them and retaining them.***"

In sum, the City should be able to interpret the Zoning Code in such a way that supports the Comprehensive Plan – in retaining RTZ Manufacturing Co. as a business citizen. For all the foregoing reasons and because the spirit and intent of the zoning requirements and substantial justice may be done by approving the lot split and granting the variances, Co-Applicants respectfully request a recommendation of approval on this proposed lot split and the variances necessitated by the lot split and those additional variances for existing conditions (not created by virtue of the lot split) but requested in cooperation with staff to "clean up" the site.

Co-Applicants:

RTZ Industrial Group, Ltd. and
Taylor Property Development, Ltd.

By: Rebecca J. Mott
Rebecca J. Mott

Attorney for RTZ Industrial Group, Ltd.

By: _____
Nancy Taylor, Manager

Taylor Property Development, Ltd.

COLUMBUS/1640380v.1
9/7/2012 2:55 pm

structures renovated where possible to flexible space, easily converted for the changing needs of the owner or tenant".

With the Comprehensive Plan's recommendation to create an "Industrial Corridor" Plan, it provides that "***the City must continue to work with the small businesses within the community and identify opportunities and methods for attracting them and retaining them.***"

In sum, the City should be able to interpret the Zoning Code in such a way that supports the Comprehensive Plan – in retaining RTZ Manufacturing Co. as a business citizen. For all the foregoing reasons and because the spirit and intent of the zoning requirements and substantial justice may be done by approving the lot split and granting the variances, Co-Applicants respectfully request a recommendation of approval on this proposed lot split and the variances necessitated by the lot split and those additional variances for existing conditions (not created by virtue of the lot split) but requested in cooperation with staff to "clean up" the site.

Co-Applicants:

RTZ Industrial Group, Ltd. and
Taylor Property Development, Ltd.

By: _____
Rebecca J. Mott

Attorney for RTZ Industrial Group, Ltd.

By: Nancy Taylor
Nancy Taylor, ~~Manager~~ President

Taylor Property Development, Ltd.

COLUMBUS/1640380v.1
9/7/2012 2:55 pm

Exhibit "1"

NON-EXCLUSIVE DEED OF INGRESS–EGRESS, ACCESS, AND MANEUVERABILITY EASEMENT AND MAINTENANCE AGREEMENT

This Non-Exclusive Deed of Ingress-Egress, Access, and Maneuverability Easement and Maintenance Agreement (the "Easement") is made and entered into as of the _____ day of _____, 2012 by and between Taylor Property Development, Ltd., an Ohio limited liability company ("TPD"), and RTZ Industrial Group, Ltd., an Ohio limited liability company ("RTZ").

WHEREAS, TPD is the owner of certain real property known as and located at 6520 Huntley Road, Worthington, Franklin County, Ohio, which real property is described more particularly on the attached Exhibit A which is incorporated herein by this reference (the "6520 Huntley Road Property");

WHEREAS, RTZ is the owner of certain real property known as and located at 6530 Huntley Road, Worthington, Franklin County, Ohio, which real property is described more particularly on the attached Exhibit B which is incorporated herein by this reference (the "6530 Huntley Road Property");

WHEREAS, TPD is the owner of certain real property known as and located at 6540 Huntley Road, Worthington, Franklin County, Ohio, which real property is described more particularly on the attached Exhibit C which is incorporated herein by this reference (the "6540 Huntley Road Property");

WHEREAS, The 6520 Huntley Property, 6530 Huntley Road Property, and 6540 Huntley Road Property are collectively hereinafter referred to as the "Property." A site plan of the Property is attached hereto as Exhibit D, and incorporated herein by this reference:

WHEREAS, TPD and RTZ desire to create and declare an easement over, upon, and across only that portion of the Property, between approximately 23.8 feet and 30.8 feet in width, respectively, currently and hereafter paved and used for ingress, egress, access, and/or maneuverability, excluding the paved and striped parking spaces, as depicted on the attached Exhibit D (the "Easement Area 1") and over, upon, and across only that portion of the Property, approximately twenty-two (22) feet in width, currently gravel covered and used for ingress, egress, access, and/or maneuverability as depicted on the attached Exhibit D (the "Easement Area 2", and collectively, with Easement Area 1, the "Easement Areas"), for the benefit and use of and by the owners of the Property and their respective successors and assigns forever, for the purpose of providing common ingress, egress, and access to and from all areas of the Property from and to Huntley Road, and for the purpose of providing vehicular and pedestrian maneuverability on the east side of the buildings located on the Property; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. RTZ, as owner of the 6530 Huntley Road Property, does hereby grant, bargain, sell, and convey to TPD, and its respective successors, assigns and invitees, a perpetual non-exclusive easement for the purpose of pedestrian and vehicular egress, ingress, access, and maneuverability, passage and traffic over, upon, and across those portions of the Easement Areas, which are located on the 6530 Huntley Road Property, together with all of RTZ's rights, privileges, easements and appurtenances in, over, and upon adjoining and adjacent highways, roads, and streets necessary for egress, ingress and access over the Easement Areas.

2. TPD, as owner of the 6520 Huntley Road Property and the 6540 Huntley Road Property, does hereby grant, bargain, sell, and convey to RTZ, and its respective successors, assigns, and invitees, a perpetual non-exclusive easement for the purpose of pedestrian and vehicular egress, ingress, access, and maneuverability, passage, and traffic over, upon, and across those portions of the Easement Areas, which are located on the 6520 Huntley Road Property and the 6540 Huntley Road Property, together with all of TPD's rights, privileges, easements, and appurtenances in, over, and upon adjoining highways, roads, and streets necessary for egress, ingress, and access over the Easement Areas.

3. By delivery and acceptance hereof, the parties hereto, by themselves and their respective successors and assigns, agree to the following:

(a) TPD and RTZ, and their successors and assigns shall cooperate with each other to accommodate and shall not take or permit any actions which inhibit each other's use of the Easement Areas for the purposes set forth herein, except as otherwise set forth herein. TPD and RTZ, and their respective successors and assigns, shall not cause any damage to the Easement Areas, nor do any act or take any action affecting the Easement Areas which would prevent the parties hereto use of the Easement Areas for the purposes set forth herein, except as otherwise set forth herein. Further, TPD and RTZ, and their respective successors and assigns, shall not erect any fences, landscaping, screening, or structures in the Easement Areas and shall keep them free from obstructions, which would prevent the parties hereto use of the Easement Areas for the purposes set forth herein, except as otherwise set forth herein.

(b) The owner of the 6520 Huntley Road Property shall be responsible for the general repair, maintenance, and upkeep of the Easement Areas (including snow and ice removal) and will maintain all paved and gravel covered areas a part of the Easement Areas in a good and workmanlike condition and repair for use as a driveway and/or maneuverability area by the owners of the Property, their respective successors and assigns, and their respective invitees and agents. The owner of the 6520 Huntley Road Property shall provide a forty-five (45) days' prior written notice to the owners of the 6530 Huntley Road Property and the 6540 Huntley Road Property prior to any major repair, maintenance, and upkeep work to the Easement Areas. For purposes of this Easement, "major repair, maintenance, and upkeep" is defined as any repair work for the Easement Areas which (i) covers at least thirty-five percent (35%) of the total area of the

Easement Areas, or (ii) represents resurfacing or replacement of the graveled or paved areas of the Easement Areas.

(c) The cost of such repair, maintenance, and upkeep shall be paid upfront by the owner of the 6520 Huntley Road Property; provided, however, the owners of the 6530 Huntley Road Property and the 6540 Huntley Road Property shall each reimburse the owner of the 6520 Huntley Road Property for one-third (1/3) of all actual and reasonable costs for such repair, maintenance, and upkeep within thirty (30) days after receipt of invoices therefor with at least two verifiable quotes by qualified and reputable vendors for services attached to such invoice, and subject to the owner of the 6520 Huntley Road Property selecting the less expensive quote for services, unless a more expensive quote is selected by all the owners of the Property by unanimous written agreement prior to the work being performed.

(d) In the event the owner of the 6520 Huntley Road Property does not repair, maintain, and keep the paved or gravel covered areas within the Easement Areas, as required pursuant to this Section 3 in a good and workmanlike condition acceptable to the owners of the 6530 Huntley Road Property and the 6540 Huntley Road property; the owners of the 6530 Huntley Road Property and the 6540 Huntley Road Property, or either of them, shall provide the owner of the 6520 Huntley Road Property with written notice thereof specifying the repair or maintenance items which such owners believe need to be undertaken by the owner of the 6520 Huntley Road Property. The owner of the 6520 Huntley Road Property shall thereafter have thirty (30) days to undertake the repairs and perform the maintenance specified in the aforementioned written notice. In the event the owner of the 6520 Huntley Road Property does not undertake to make and complete the repairs and maintenance specified in the written notice, the owner(s) of the 6530 Huntley Road Property and/or the 6540 Huntley Road Property, as the case may be, shall thereafter have the right to undertake such maintenance, repair, and upkeep at its expense; provided, however, that the other owners of the Property shall each reimburse the owner(s) who paid for such repair, maintenance, or upkeep one-third (1/3) of all actual and reasonable costs for such repair, maintenance, and upkeep within thirty (30) days after receipt of invoices therefor with at least two verifiable quotes for services by qualified and reputable vendors attached to such invoice, and subject to the selection of the less expensive quote for services.

(e) Any damage to the Easement Areas caused directly by any owner of any of the Property, or their respective successors or assigns, or their invitees or agents, shall be repaired and paid for by the party who (or whose invitees or agents) caused such damage, without any right of reimbursement from the other owners of the Property.

4. The parties, and their respective successors and assigns, hereby acknowledge and agree that any portion of the Property not included within the Easement Areas, as defined herein and depicted on Exhibit D, and situated on the respective lot of any of the owners shall be repaired, maintained, kept, and improved in a good and workmanlike condition and in accordance with that respective owner's preferences in compliance with law; provided, however, that no such repair, maintenance, upkeep, or

improvement shall adversely interfere with the rights and benefits granted to the other owners of the Property in the Easement Areas for the purposes provided under this Easement, except as otherwise provided in this Easement, and the costs for the same shall be borne by that respective owner with no claim for reimbursement from the other owners.

5. If TPD shall enter into contract for the sale, exchange, or transfer of the 6520 Huntley Road Property to a third party, transferee, affiliate, subsidiary, parent, or assignee, the parties hereto acknowledge and agree that RTZ shall have a right of first refusal with regard to all duties, obligations, and rights of the owner of the 6520 Huntley Road Property, as set forth under Sections 3(b) through 3(d) herein. RTZ shall have the right to exercise such right of first refusal within forty-five (45) days of receipt of written notice from TPD, by providing written notice to TPD of its intention to exercise such right of first refusal. In such event, this Easement shall be amended and restated appropriately (and filed of record in the Office of the Recorder of Franklin County, Ohio). If RTZ fails to provide such written notice within the timeframe provided hereunder of its intention to exercise such right of first refusal, the parties shall record in the Office of the Recorder of Franklin County, Ohio, an Affidavit of Facts that such right of first refusal has been terminated and forever extinguished. In no event shall the sale, exchange, or transfer of the 6520 Huntley Road Property to a third party, transferee, affiliate, subsidiary, parent, or assignee operate to extinguish RTZ's right of first refusal as provided hereunder if TPD fails to provide such prior written notice to RTZ in accordance with this Section 5.

6. The parties hereto acknowledge and agree that this Easement shall be subject to all existing easements of record. The agreements hereunder shall run with the land and shall be binding upon and inure to the befit of all of the parties hereto and their successors and assigns.

TO HAVE AND TO HOLD said Easement Areas to all parties hereto and their successors and assigns for the uses and purposes set forth herein.

IN WITNESS WHEREOF, the undersigned, have executed this Non-Exclusive Deed of Ingress-Egress Easement and Maintenance Agreement effective as of the date first set forth above.

Taylor Property Development, Ltd. an Ohio limited liability company	RTZ Industrial Group, Ltd., an Ohio limited liability company
By: _____	By: _____
Title: _____	Title: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of Taylor Property Development, Ltd., and the same is his/her voluntary act and deed and the voluntary act and deed of Taylor Property Development, Ltd.

_____
Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of RTZ Industrial Group, Ltd., and the same is his voluntary act and deed and the voluntary act and deed of RTZ Industrial Group, Ltd.

_____
Notary Public

This Instrument prepared by Thad T. Rieger, Esq., 5775 Perimeter Drive, Suite 180, Dublin, Ohio 43017

EXHIBIT A

[Attach legal description of 6520 Huntley Road]

EXHIBIT B

[Attach legal description of 6530 Huntley Road]

EXHIBIT C

[Attach legal description of 6540 Huntley Road]

EXHIBIT D

Site Plan – Easement Areas

[Follows on Next Page]

EXHIBIT "A"

STATEMENT OF CO-APPLICANTS
RELATED TO SUBDIVISION OF REAL PROPERTY

CURRENT ZONING:	I-2, General Industrial
PROPERTY ADDRESS:	6520, 6530, and 6540 Huntley Road, Worthington, Ohio, Auditor's Tax Parcel Id. No.: 100-003262-00, consisting of 2.00 +/- acres, situated north of I-161, east of the CSX Railroad tracks and Proprietors Road, west of I-71, and south of Schrock Road (the "Property").
OWNERS:	Taylor Property Development, Ltd., an Ohio limited liability company
CO-APPLICANTS:	RTZ Industrial Group, Ltd. (Buyer) and Taylor Property Development, Ltd.
DATE OF STATEMENT:	June 27, 2012
APPLICATION NUMBER:	_____

A. Property:

The Property is 2.000 +/- acres with frontage along Huntley Road just south of Schrock Road and is more particularly described in the legal description submitted as part of this application marked as Attachment 1, attached hereto. The Property's rear lot line is contiguous to the City of Columbus. The properties running north and south along both sides of Huntley Road, between Schrock Road and I-161, are all zoned I-2, except for one small pocket of property zoned I-1. The surrounding properties are improved with warehouse space, for manufacturing and industrial uses, with buildings of various sizes.

The Property is owned by Taylor Property Development, Ltd., and is zoned I-2, General Industrial. The Property is currently developed with three (3) warehouse/office (flex) buildings with addresses of: 1) 6540 Huntley Road, the northern-most building consisting of approximately 8,652 square feet, marked as Building 1 (on Lot 1) on the preliminary plat, attached hereto as Attachment 2; 2) 6530 Huntley Road, the middle building consisting of approximately 8,640 square feet, marked as Building 2 (on Lot 2) on the preliminary plat; 3) 6540 Huntley Road, the southern-most building consisting of approximately 9,532 square feet, marked as Building 3 (on Lot 3) on the preliminary plat.

B. The City of Worthington Comprehensive Plan:

The Property is located and bounded within the City of Worthington's planning area known as the "Industrial Corridor" as reflected by the 2005 Comprehensive Plan Update, a 2005 update to the land use policy document for the City of Worthington, known as the Comprehensive Plan, created and adopted in 1964, and the City of Worthington 1988 Comprehensive Plan Update (collectively, the "Comprehensive Plan").

This Comprehensive Plan, which provides since the city of Worthington is an original suburb of a major city now surrounded by other developing cities, it cannot look to annexation to attract new development,

CITY OF WORTHINGTON
SUB 02-12
DRAWING NO.
DATE 6-27-12

and the critical need for the City is (i) to remain competitive in the region and (ii) focus on redevelopment while maintaining its strong community, unique qualities, and high level of services.

1. "Industrial Corridor":

Over 11% of the land within the City of Worthington is devoted to industrial land uses along the "Industrial Corridor", along Proprietor's Road and Huntley Road, north and south of Schrock Road. Worthington's industrial development peaked in the 1960's and 1970's when almost two-thirds of the existing industrial space was built. This area was one of the prime industrial addresses in Central Ohio, due to its close proximity to major highways as well as the dual railroad lines. Industries were lured to this area and Worthington by the prime location, moderate tax rate, excellent school system, plentiful housing, great services, and limited suburban competition.

The "Industrial Corridor" is significant to the City of Worthington because these uses contribute to the tax base and provide employment opportunities for its residents.

2. Competition from Other Cities/Suburbs; Struggling Growth and Development:

A. Competition:

Since the 1980's, other areas in the region (especially southeastern Franklin County and central Delaware County) have become much more attractive to industrial users. These locations have large undeveloped sites (attracting large manufacturers and those with specific needs and desire more flexible space with build-to-suit options), new infrastructure, less restrictive zoning code requirements for manufacturing and industrial uses, significant and attractive tax abatements and financial incentives, and less conflicting urban development.

B. Struggling Growth and Development:

Therefore, with the significant industrial competition in neighboring cities and suburbs (and with the lack of large undeveloped industrial land), Worthington has experienced little new industrial growth and development since the early 1990's. In fact, most of the current vacancies in the "Industrial Corridor" exist along Huntley Road and represent large manufacturing buildings.

C. Potential Niche for the City of Worthington:

The City of Worthington's 2005 Comprehensive Plan Update (individually, the "Update") states that there is a niche in the flexible industrial space market (office/warehouse combination buildings) in which Worthington could become more competitive . In fact, the Update states, "***there is growth in the area of industrial start ups and small to medium suppliers, and these companies require smaller, more flexible space with lower rents. This is a sector in which Worthington could be attractive***".

The Update recommends that the focus of Worthington should be on maintenance, marketing, and reuse of existing structures.

3. Income Taxes; Retention of Business:

A. Income Taxes:

The "Industrial Corridor" is a strong source of revenue for the City of Worthington. Income taxes from Worthington's "Industrial Corridor" are second only to the office corridors in contributing to the City's financial stability.

The Update further states, "***it is critical that the City protect this area as an employment center. The City should strive to make this area attractive to investment and redevelopment***".

B. Retention of Business:

The Economic Development Plan for the City of Worthington indicates that Worthington is still able to attract small to medium-sized manufacturers and distributors, but has difficulty retaining them as they grow and expand. The Update, referring to the Economic Development Plan, recognizes, "***these small to medium-sized manufacturers and distributors should continue to be the target market, with structures renovated where possible to flexible space, easily converted for the changing needs of the owner or tenant***".

With the Update's recommendation to create an "Industrial Corridor" Plan, it provides that "***the City must continue to work with the small businesses within the community and identify opportunities and methods for attracting them and retaining them***."

C. Retention of Manufacturing Business; Project Description:

RTZ Manufacturing Co. is a small to medium-sized manufacturing business that is seeking to maintain its business operations in the City of Worthington and is not requesting any tax abatements or financial incentives from the City of Worthington.

RTZ Manufacturing Co., is in contract to purchase Building 2, which contract is contingent upon obtaining a lot split. Under the contract, the current owner, Taylor Property Development, Ltd., will retain title and ownership to the adjoining tracts of land and Buildings 1 and 3 (created by virtue of the lot split).

RTZ Manufacturing Co., an affiliate of RTZ Industrial Group, Ltd., and the entity which will use and occupy the building, operates a machining business, for the light manufacture of custom metal parts, whose customers include manufacturers and suppliers of ice cream machines, large restaurant equipment, and other specialized equipment. RTZ Manufacturing Co., currently has eight (8) employees, inclusive of Ty and Zoe Rosser, the owners of both RTZ Manufacturing Co., and RTZ Industrial Group, Ltd. RTZ Manufacturing Co. has been running its successful business as a machine shop in the City of Worthington for eighteen (18) years. RTZ Manufacturing Co., currently leases space in two office/warehouse bays situated at 525 Schrock Road, Worthington, Ohio, and desires to purchase Building 2 for the permanent placement of its business operations under one roof. RTZ Manufacturing Co.'s proposed use for the 6530 Huntley Road building, as a machine shop, is a permitted use under the I-2, General Industrial Zoning District for "manufacturing and assembly".

Co-Applicants desire the approval of the proposed lot split in order to create three separate parcels, with each parcel consisting of its own building, as generally delineated and depicted on the preliminary plat.

This Statement of Co-Applicants Related to the Subdivision of Real Property and the related preliminary plat for the Property are being submitted to address the above-referenced proposed lot split as shown on the preliminary plat, subject to change based on further engineering reviews and City of Worthington approvals and conditions.

1. Permitted Uses:

The permitted uses on the Property shall be those uses permitted in the I-2, General Industrial Zoning District and include (i) the proposed use of Building 2 as a "machine shop" under "manufacturing and assembly"; (ii) the continued use of Building 1 as a whistle manufacturer under "manufacturing and assembly"; and (iii) the continued use of Building 3 as a Mercedes auto repair/service shop under its granted conditional use permit.

2. Development Standards:

Except as otherwise modified herein, the development standards shall be as established by Chapter 1149 of the City of Worthington Planning and Zoning Code.

A. Density, Height, Lot and/or Setback Commitments (Section 1149.02, from table):

For each new lot created by virtue of the proposed subdivision on the Property, the following development standards, commitment, and variances therefrom shall apply:

1. Building Front Yard Setback: The front yard building setback line, for each building, is and shall remain a minimum of forty (40) feet from Huntley Road.

2. Building Rear Yard Setback: The rear yard building setback line, for each building, is and shall remain a minimum of thirty (30) feet from the rear lot line.

3. Percent of Lot Coverage: Lot coverage for each lot shall not exceed forty percent (40%).

4. Building Height: The heights of each building are and shall remain less than or equal to three (3) stories.

5. Parking Setback: In accordance with Section 1171.02, the parking area setback on the Property, and for each separate lot, shall be no closer than five (5) feet to Huntley Road.

6. Lot Width:

According to Section 1149.02 of the City of Worthington Planning and Zoning Code, the minimum width for each lot shall be a minimum of two hundred (200) feet.

a. Lot 1: Variance: The width of Lot 1 is 107.75 feet, which does not meet the minimum required lot width, and a variance from the requirements of Section 1149.02 is requested.

b. Lot 2: Variance: The width of Lot 2 is 96.93 feet, which does not meet the minimum required lot width, and a variance from the requirements of Section 1149.02 is requested.

c. Lot 3: Variance: The width of Lot 3 is 80.38 feet, which does not meet the minimum required lot width, and a variance from the requirements of Section 1149.02 is requested.

7. Lot Area:

According to Section 1149.02 of the City of Worthington Planning and Zoning Code, the minimum lot area shall be a minimum of two (2.00) acres.

a. Lot 1: Variance: Lot 1 shall be an area of 0.752 +/- acres, which does not meet the minimum required lot area, and a variance from the requirements of Section 1149.02 is requested.

b. Lot 2: Variance: Lot 2 shall be an area of 0.680 +/- acres, which does not meet the minimum required lot area, and a variance from the requirements of Section 1149.02 is requested.

c. Lot 3: Variance: Lot 3 shall be an area of 0.568 +/- acres, which does not meet the minimum required lot area, and a variance from the requirements of Section 1149.02 is requested.

8. Building Side Yard Setback:

According to Section 1149.02 of the City of Worthington Planning and Zoning Code, the minimum width for each side yard shall be a minimum of twenty (20) feet.

a. Building 1: The northern-most side yard for Building 1, of 20.1 feet at its most narrow point, meets the minimum required width for side yard. Variance: The southern-most side yard for Building 1, of 15.4 feet at its most narrow point, does not meet the minimum required width for side yard, and a variance from the requirements of Section 1149.02 is requested.

b. Building 2: Variance: The northern-most side yard for Building 2, of 15.4 feet at its most narrow point, does not meet the minimum required width for side yard, and a variance from the requirements of Section 1149.02 is requested. Variance: The southern-most side yard for Building 2, of 9.7 feet at its most narrow point, does not meet the minimum required width for side yard, and a variance from the requirements of Section 1149.02 is requested.

c. Building 3: Variance: The northern-most side yard for Building 3, of 9.5 feet at its most narrow point, does not meet the minimum required width for side yard, and a variance from the requirements of Section 1149.02 is requested. The southern-most side yard for Building 3, of 23.8 feet at its most narrow point, meets meet the minimum required width for side yard.

B. Access, Driveways, and Parking:

1. Access: There are two vehicular access routes to the Property from Huntley Road. There is and shall remain one vehicular access point to Building 3, and it shall be from Huntley Road. There is and shall remain one vehicular access point between Buildings 1 and 2, which shall be subject to a shared vehicular access easement agreement providing for access, use, and maintenance between the owners (and tenants) of those respective lots.

2. Driveways:

a. Driveway Between Building 1 and Building 2: Variance: The northern–most driveway on the Property, between Building 1 and Building 2 is 12.8 feet at its most narrow point (considering the parking spaces running parallel with such driveway), which does not meet the minimum required width for access drive of at least twenty-two (22) feet, and a variance from the requirements of Section 1171.01 is requested.

b. Driveway South of Building 3: The southern–most driveway on the Property, between Building 1 and Building 3 is 22.5 feet, meets the minimum required width for access drive of at least twenty-two (22) feet, and a variance from the requirements of Section 1171.01 is requested.

3. Parking:

a. Off street parking shall be provided in compliance with the provisions of Chapter 1171 of the City of Worthington Planning and Zoning Code.

b. The parking area setback line is and shall remain no closer than five (5) feet from Huntley Road.

C. Landscaping:

Landscaping shall be provided in compliance with the provisions of Chapter 1171 of the City of Worthington Planning and Zoning Code.

Co-Applicants:

RTZ Industrial Group, Ltd. and
Taylor Property Development, Ltd.

By: Rebecca J. Mott
Rebecca J. Mott

RTZ Industrial Group, Ltd.'s Attorney

By: _____
Thad T. Rieger

Taylor Property Development, Ltd. Attorney

By: Nancy D. Taylor
Co-Applicant
Taylor Property Development, Ltd.

COLUMBUS/1635990v.2
6/27/2012 3:23 pm

ATTACHMENT 1

Situated in the State of Ohio, County of Franklin, and in the City of Worthington:

Being part of that First Parcel and Second Parcel as conveyed by Howard Dresbach and Elizabeth S. Dresbach to the Marble Cliff Quarries Company, as the same is shown of record in D.B. 2012, page 168, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a point in the easterly line of the above mentioned Second Parcel, same point being N 2°22'30" E, a distance of 1,612.18 ft. and N 1°29'05" E. a distance of 470.57 ft. from the southeasterly corner of the above mentioned First Parcel; thence from said point of beginning N 87°53'15" W, a distance of 305.59 ft. to a point; thence N 1°52'45" E a distance of 286.80 ft. to a point in the northerly line of said Second Parcel; thence S 87°33'35" E along the northerly line of said Second Parcel, a distance of 303.64 ft. to the northeasterly corner of said Second Parcel; thence S 1°29'05" W along the easterly line of said Second Parcel, a distance of 285.06 ft. to the place of beginning, containing 2.00 Acres; subject to all easements and restrictions shown of record, together with a right of ingress and egress through and across a strip 60 ft. in width and being that certain strip as conveyed by Charles E. Brown and Barbara M. Brown to the Marble Cliff Quarries Company and shown of record in D.B. 2037, page 545, of the aforementioned records and the same extended northerly through and across the above mentioned First Parcel and Second Parcel and being more particularly described as follows:

Description Verified
Dean Ringle P.E., P.S.
Franklin County Engineer
Date: 7-9-12

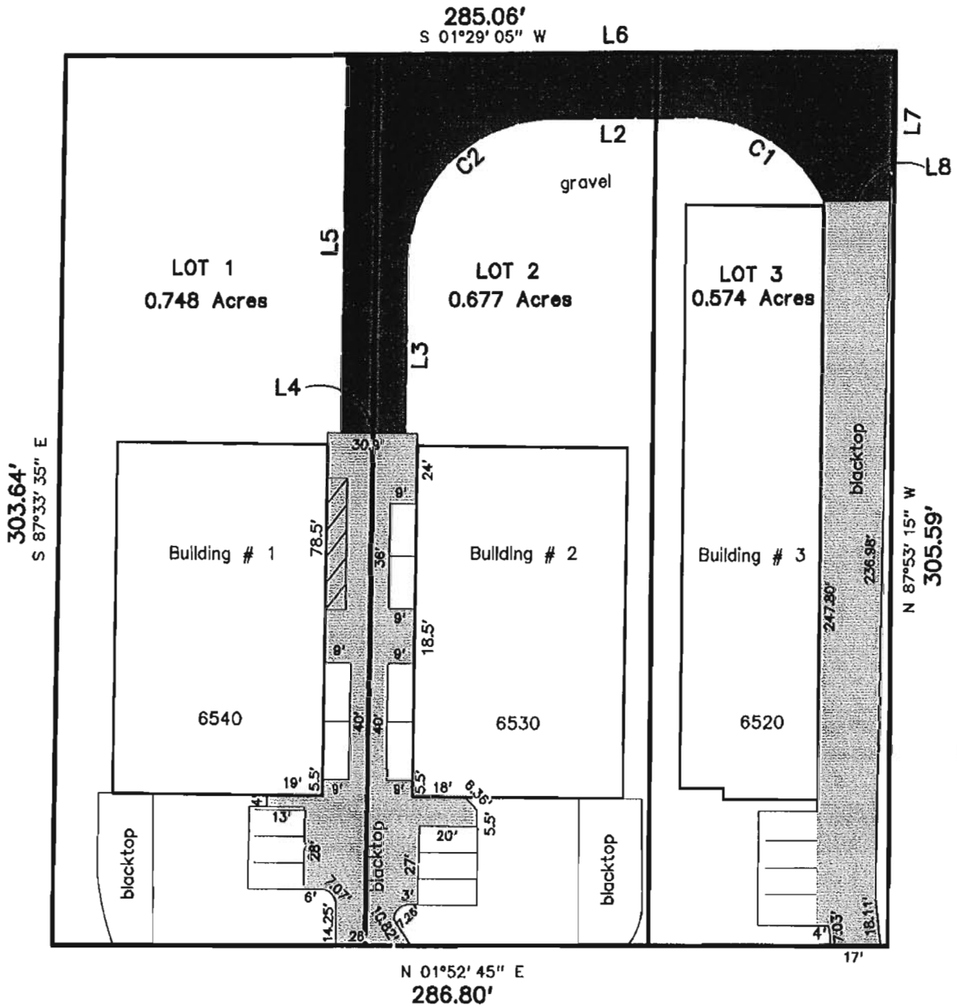
Beginning at a point in the center line of State Route 161 (Dubiln-Granville Road), same point being the southeasterly corner of the above mentioned 60 ft. strip; thence in a westerly direction and along the southerly line of said 60 ft. strip and along the center line of State Route 161 (Dublin-Granville Road) a distance of 60 ft. to a point at the southwesterly corner of the aforementioned 60 ft. strip; thence N 1°52'45" E along the westerly line of the above mentioned strip and along the line of said westerly line extended through the aforementioned First Parcel and Second Parcel a distance of 3735.15 ft. to a point 10 ft. south of the northerly line of said Second Parcel; thence S 87°33'35" E parallel to the northerly line of said Second Parcel, a distance of 60 ft. to a point 10 ft. south of the northwesterly corner of the above described 2.00 Acre Tract and on the west line thereof; thence S 1°52'45" W along the easterly line of the above mentioned 60 ft. strip, a distance of 3,734.86 ft. to the point of beginning, same to be used for right of ingress and egress from State Route 161 (Dublin-Granville Road) to the above described 2.00 Acre Tract.

Parcel No. 100-3262
Street Address: 6520-6540 Huntley Road

CITY OF WORTHINGTON
SUB 02-12
DRAWING NO.

DATE 6-27-12

Exhibit to Easement
Ingress–Egress Driveway Easement Areas for 6520, 6530 and 6540 Huntley Road



(C1) N 31°28' 00" E 57.29'
R=50.00'
Δ=69°54' 05"
L=61.00'

(L2) N 01°29' 05" W 42.68'

(C2) N 43°02' 15" W 71.30'
R=50.00'
Δ=90°57' 20"
L=79.37'

(L3) N 87°33' 35" W 57.41'

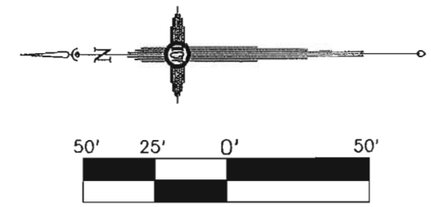
(L4) N 02°25' 27" E 22.00'

(L5) S 87°33' 35" E 129.05'

(L6) S 01°29' 05" W 187.67'

(L7) N 87°07' 09" W 50.64'

(L8) N 01°28' 14" E 22.50'



Scale 1" = 50'
September 28, 2012

Ingress–Egress Easement for Driveway Purposes (Hard Surface Area)
10,115 Square Feet – Easement 1

Ingress–Egress Easement for Driveway Purposes (Gravel Area)
5,531 Square Feet – Easement 2

CITY OF WORTHINGTON
SUB02-12
DRAWING NO.
DATE 9-28-12

Plan Prepared By:

Joseph P. Myers, Professional Surveyor 7361

MyersSurveying COMPANY
2740 E. Main St., Bexley, Ohio 43209-2577
(614)235-8677 ~ (614)235-4559 fax
info@myerssurveying.com

SITECOMP/JPM/Zoning/606122012easement

HUNTLEY INDUSTRIAL PARK SUBDIVISION

CITY OF WORTHINGTON, FRANKLIN COUNTY, OHIO

Situated in the State of Ohio, County of Franklin, City of Worthington, and in Quarter Township 3, Township 2, Range 18, United States Military Lands, and being a resubdivision of part of Lot 71, of the Partition Plat of the Scioto Land Company, Deed Book "A", Page 194, destroyed by fire, as demonstrated in survey Plat Book 3, Pages 136-137. Description of said Partition Lots are recorded in Deed Book "A", Pages 7 and 14, containing 2.000 Acres of land, more or less, said 2.000 Acres being comprised of all of the land conveyed to Taylor Property Development, LTD. by deed of record in Instrument Number 200202150042904, Recorder's Office, Franklin County, Ohio.

The undersigned, Taylor Property Development, LTD, an Ohio limited liability company, by Nancy D. Taylor, its managing member, the owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "Huntley Industrial Park Subdivision", a subdivision containing Lots numbered 1, 2 and 3, does hereby accept this plat of same.

In Witness Whereof, Nancy D. Taylor, managing member of said Taylor Property Development, LTD., has hereunto set her hand this ____day of _____, 20____.

Signed and acknowledged in the presence of: TAYLOR PROPERTY DEVELOPMENT, LTD

_____ By_____
NANCY D. TAYLOR
Managing Member

_____

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared NANCY D. TAYLOR, managing member of said TAYLOR PROPERTY DEVELOPMENT, LTD., who acknowledged the signing of the foregoing instrument to be her free and voluntary act and deed for the uses and purposes expressed therein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this ____day of _____, 20____

My commission expires_____ _____
Notary Public, State of Ohio

Approved this ____ day of _____, 20___ _____
Clerk Municipal Planning Commission
City of Worthington, Ohio

Approved this ____ day of _____, 20___ _____
Director of Engineering
City of Worthington, Ohio

Approved this ____ day of _____, 20___ _____
City Manager
City of Worthington, Ohio

Approved and accepted by Ordinance No. _____, passed this _____day of _____, 20____, wherein the plat of the "Huntley Industrial Park Subdivision" is accepted by the Council of the City of Worthington, Ohio.

Approved this ____ day of _____, 20___ _____
Clerk of Council
City of Worthington, Ohio

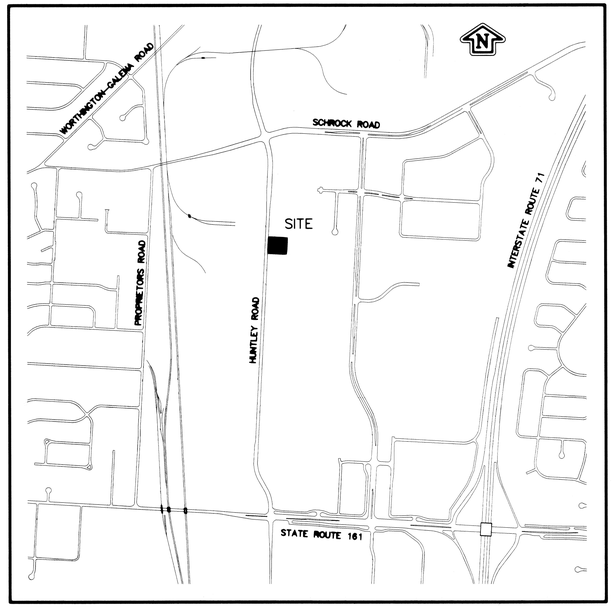
Transferred this ____ day of _____, 20___ _____
Auditor, Franklin County, Ohio

_____
Deputy Auditor, Franklin County, Ohio

Filed for record this ____ day of _____, 20___ at _____M _____
Fee_____ File No. _____ Recorder, Franklin County, Ohio

Recorded this ____day of _____, 20___ _____
Deputy Recorder, Franklin County, Ohio

Plat Book _____, Page _____



LOCATION MAP
(Not to scale)

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown hereon are based on the east line of Huntley Road right-of-way held as North 01°52' 45" East per Instrument No. 200202150042904.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

IRON PINS: Iron Pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials MSC CO, INC.

PERMANENT MONUMENTS: Permanent monuments, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins. Pins are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped "MYERS SURVEYING CO. P.S. 6579". Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts therof.

By _____ 9-28-2012
Professional Surveyor No. Date

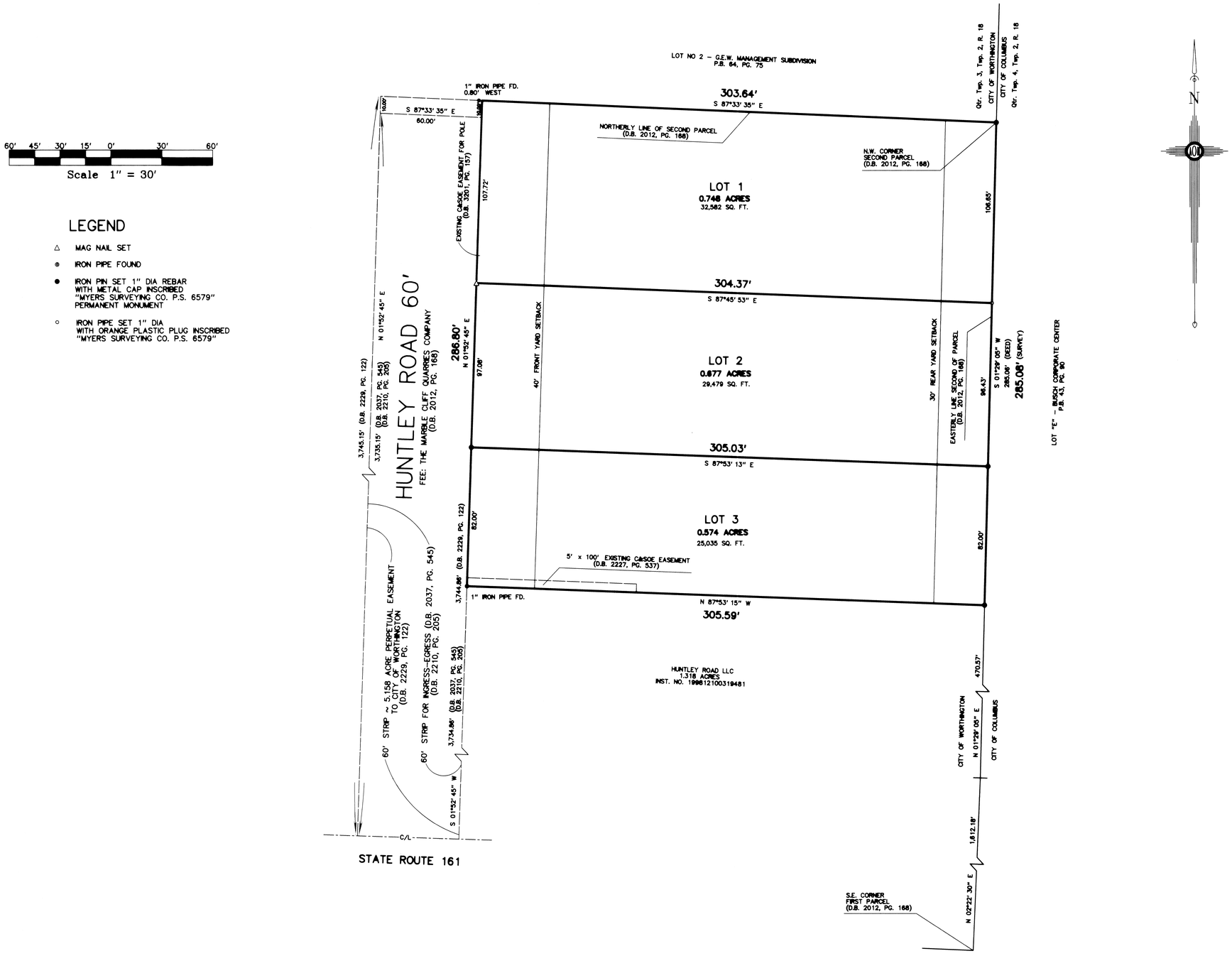
STATE OF OHIO
JOSEPH P. MYERS 7361 REGISTERED PROFESSIONAL SURVEYOR

MyersSurveying COMPANY
2740 E. Main St., Bexley, Ohio 43209-2577
(614)236-0577 - (614)236-0599 fax
info@myerssurveying.com

m.o.#6-06/12/2012 | 606122012page1of2.acj | X- | Y-

HUNTLEY INDUSTRIAL PARK SUBDIVISION

CITY OF WORTHINGTON, FRANKLIN COUNTY, OHIO



Myers Surveying COMPANY
2740 E. Main St., Bexley, Ohio 43209-2577
(614)235-6677 – (614)235-6689 fax
info@myerssurveying.com

m.o.#6–06/12/2012 | 806122012page2of2.sc | X– | Y–