

RESOLUTION NO. 22-008

A RESOLUTION APPROVING THE EXECUTION OF A PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENTS ASSOCIATED WITH A COMMUNITY REINVESTMENT AREA AGREEMENT

WHEREAS, the City of Canal Winchester, Ohio (the "City") entered into a Community Reinvestment Area Agreement (the "CRA Agreement"), with Northpoint Development Company, L.L.C. ("Northpoint"), dated July 15, 2020, in connection with the development by Northpoint of industrial buildings with related site improvements (the "Project") on a site within the City, more particularly described in the CRA Agreement (the "Project Site"); and

WHEREAS, NP Canal Winchester, LLC and NP Canal Winchester Building 2 ("NP and NP2") purchased the Project Sites from Northpoint; and

WHEREAS, in connection with that purchase, Northpoint desires to assign the CRA Agreement to NP and NP2 in accordance with the language contained therein; and

WHEREAS, pursuant to Section 14 of the CRA Agreement the City must consent to assignments of the CRA Agreement; and

WHEREAS, the City desires to approve the CRA Agreement Assignment and Assumption Agreements among the City, Northpoint, NP and NP2, substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (the "CRA Assignment"); and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL FOR THE CITY OF CANAL WINCHESTER, OHIO, THAT:

Section 1. The CRA Assignments among the City, Northpoint, NP and NP2, substantially in the forms attached to this Resolution as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the City as determined by the Mayor. The Mayor, for and in the name of the City, is hereby authorized to execute the CRA Assignments and any amendments thereto deemed by the Mayor to be necessary. The approval of changes or amendments by the Mayor, and the character of the changes or amendments as not being inconsistent with this Resolution and not being substantially adverse to the City, shall be evidenced conclusively by the execution of the CRA Assignment by the Mayor.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any decision-making bodies of the City that resulted in such formal actions were in meetings open to the public and in compliance with all legal requirements.

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

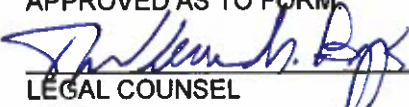
DATE PASSED: 3/7/22

ATTEST: Amanda M. Jackson
CLERK OF COUNCIL

[Signature]
PRESIDENT OF COUNCIL
[Signature]
MAYOR

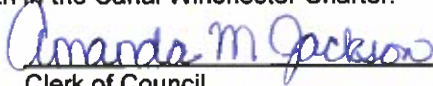
DATE APPROVED: 3-8-22

APPROVED AS TO FORM:



LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.



Clerk of Council

EXHIBIT A

FORM OF CRA ASSIGNMENT

(attached hereto)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between NP Canal Winchester, LLC, a Delaware limited liability company (hereinafter "NP Canal Winchester" or the "Assignee"), NorthPoint Development, LLC, a Missouri limited liability company ("Assignor"), and Canal Winchester, Ohio (the "City") related to the Route 33 North Project Community Reinvestment Act ("Community Reinvestment Act Agreement"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement dated, between the City, a political subdivision duly organized and validly existing under the constitution and laws of the State, and the Assignee.

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 22.174 acres of land with Franklin County parcel numbers 184-003368-00, 184-003369-00, 184-003347-00 and 184-003448-00 located within Canal Winchester as further described on Exhibit A attached hereto (the "Project Site"), on which Assignor constructed a 433,000SF industrial facility and related site improvements (collectively, the "Project," or "Building"), provided that the appropriate development incentives were available to support the economic viability of the Project; and

WHEREAS, Assignor subsequently transferred the Project Site to Assignee (an affiliated entity of Assignor) and, as of the execution of this Agreement, Assignee is the fee simple owner of the Project site; and

WHEREAS, As contemplated by the Community Reinvestment Act Agreement, Assignor may convey or lease the Building and the land upon which such Buildings are constructed to a future owner (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Building and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in Canal Winchester Local School District (the "School District"); and

WHEREAS, the Board of Education on January 13, 2020 adopted a resolution (the "School District Resolution") approving a Community Reinvestment Area based upon a Compensation Agreement agreed to by the School District and the Assignor; and

WHEREAS, Assignor and Assignee now wish to memorialize Assignee's assumption of the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the City by Resolution No. _____ passed _____, 2022 approves and ratifies the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Community Reinvestment Act Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, the parties hereto agree as follows

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Project Site; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Project Site. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections 1-20 of the Community Reinvestment Act agreement agreed to between the City and Assignor.

2. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the City Resolution No. 20-004 passed February 18, 2020 the City and Assignor approved and created a Community Reinvestment Act Agreement that provides for specific investments from the Assignee to City in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

4. The City agrees that, as to the Project Site, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory (i.e., Assignee) to the Community Reinvestment Act Agreement, including, but not limited to, the commitment of the City not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.

5. Notices with respect to the Partial Assignment and Assumption Agreement shall be addressed as follows:

If to Assignor: NorthPoint Development, LLC
Brent Miles, Chief Marketing Officer and Founding Partner
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the City: Housing Officer
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

If to Assignee: NP Canal Winchester, LLC
Attn: _____

6. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Project Site.

[SIGNATURES PAGES TO FOLLOW]

ASSIGNOR
NORTHPOINT DEVELOPMENT, LLC
A MISSOURI LIMITED LIABILITY COMPANY

By: _____
Nathaniel Hagedorn, Manager

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

ASSIGNEE
NP CANAL WINCHESTER, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: NPD Management, LLC,
a Missouri limited liability company,
its Managing Member

By: _____
Nathaniel Hagedorn, Manager

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

This Agreement is acknowledged by:
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

**[SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

**EXHIBIT A
PROJECT SITE**

The Project Site is approximately 22.174 acres at 5999 Bixby Rd, Canal Winchester identified on the Franklin County Auditor website as parcel ID's 184-003368-00, 184-003369-00, 184-003347-00 and 184-003448-00 and on the map below.

Legal Description

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the northeast quarter of Section 23 of Township 11 North, Range 21 West, Congress Lands, and being all or portions of the following three (3) tracts of land:

1. All of a 19.824 acre tract of land conveyed to NP Canal Winchester, by deed of record in Instrument No. 202008170120505,
2. All of a 1 acre tract of land conveyed to NP Canal Winchester, by deed of record in Instrument No. 202010020149925, and
3. All of a 1.35 acre tract of land conveyed to NP Canal Winchester, by deed of record in Instrument No. 202010020149924.

All records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at FCGS Monument No. 1431 found at the intersection of the centerline of Bixby Road (60 feet in width, this portion) with the centerline of Rager Road (variable width), in the north line of said Section 23, in the south line of Section 14 of Township 11 North, Range 21 West and at the northwest corner of said 1 acre tract;

thence S 85° 33' 24" E along a portion of the north line of said Section 23, along a portion of the south line of said Section 14, along the centerline of Bixby Road and along a north line of said 19.824 acre tract a distance of 432.55 feet to a MAG nail set at the northwest corner of said 1.35 acre tract and a northeast corner of said 19.824 acre tract;

thence S 85° 33' 18" E along a portion of the north line of said Section 23, along a portion of the south line of said Section 14, along the centerline of Bixby Road and along the north line of said 1.35 acre tract a distance of 135.11 feet to a MAG nail set at the northeast corner of said 1.35 acre tract and at the northwest corner of a 0.780 acre tract of land conveyed, as Parcel 3-WD for Bixby Road roadway purposes, to Franklin County Commissioners, by deed of record in Instrument No. 201507090092985, said portion of Bixby Road being shown on the roadway improvement plans for FRA-TR229-1.890;

thence S 04° 26' 42" W along a portion of the west line of said 1.35 acre tract and along the east line of said 0.780 acre tract a distance of 40.00 feet to a 3/4" I.D. iron pipe set at the southwest corner of said 0.780 acre tract (passing a 3/4" I.D. iron pipe with cap found (FCE) at 30.00 feet);

thence S 84° 45' 13" E along a portion of the north line of said 19.824 acre tract and along a portion of the south line of said 0.780 acre tract a distance of 337.67 feet to a 3/4" I.D. iron pipe set at a northeast corner of said 19.824 acre tract and at a northwest corner of a 90.420 acre tract of land conveyed to NP Canal Winchester, by deed of record in Instrument No. 202008170120504;

thence S 04° 44' 45" W along an east line of said 19.824 acre tract and along a west line of said 90.420 acre tract a distance of 1,075.21 feet to a 3/4" I.D. iron pipe set at the southeast corner of said 19.824 acre tract and at a corner of said 90.420 acre tract;

thence N 85° 15' 15" W along the south line of said 19.824 acre tract and along a north line of said 90.420 acre tract a distance of 816.69 feet to a 3/4" I.D. iron pipe set at the southwest corner of said 19.824 acre tract, at a northwest corner of said 90.420 acre tract and in an east line of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in D.B. 2370, Page 459;

thence N 04° 15' 50" E along a west line of said 19.824 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 181.59 feet to a 3/4" I.D. iron pipe set at a corner of said 19.824 acre tract and at a corner of said 0.43 acre tract;

thence N 12° 33' 09" W along a westerly line of said 19.824 acre tract and along an easterly line of said 0.43 acre tract a distance of 178.46 feet to a 3/4" I.D. iron pipe set at a corner of said 19.824 acre tract and at the northeast corner of said 0.43 acre tract;

thence N 86° 16' 18" W along a south line of said 19.824 acre tract and along the north line of said 0.43 acre tract a distance of 20.00 feet to a railroad spike set in the centerline of Rager Road, at the northwest corner of said 0.43 acre tract and at a southwest corner of said 19.824 acre tract;

thence N 03° 40' 40" E along the centerline of Rager Road and along a west line of said 19.824 acre tract a distance of 763.68 feet to the place of beginning;

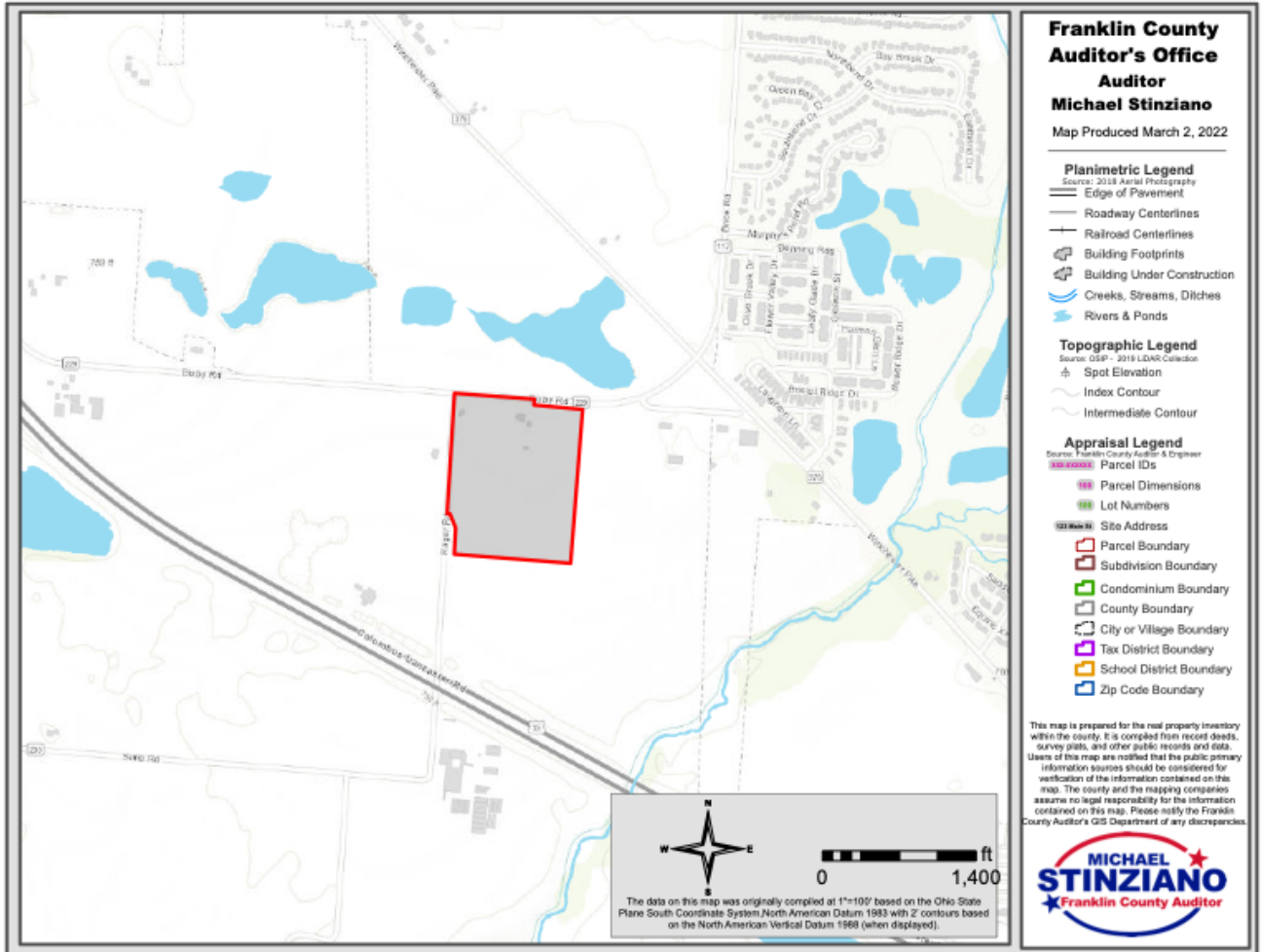
containing 22.174 acres of land, more or less, and being subject to all highways, easements and restriction of record. Of said 22.174 acres, 13.260 acres are within P.N. 184-003368 (0.034 acre is within Rager Road right-of-way and 0.229 acre is within Bixby Road right-of-way), 6.564 acres are within P.N. 184-003369 (0.117 acre is within Rager Road right-of-way), 0.999 acre is within P.N. 184-003347 (0.184 acre is within Rager Road right-of-way and 0.069 acre is within Bixby Road right-of-way) and 1.351 acres are within P.N. 184-003448 (0.093 acre is within Bixby Road right-of-way).

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in November, 2018 and February, 2020. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.

Tax Parcel Numbers: P.N. 184-003368, P.N. 184-003369, P.N. 184-003347 and P.N. 184-003448

For informational purposes only:

Common Address: 5999 Bixby Road, Canal Winchester, OH 43110



PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between NP Canal Winchester Building 2, LLC, a Delaware limited liability company (hereinafter "NP Canal Winchester" or the "Assignee"), NorthPoint Development, LLC, a Missouri limited liability company ("Assignor"), and Canal Winchester, Ohio (the "City") related to the Route 33 North Project Community Reinvestment Act ("Community Reinvestment Act Agreement"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement dated, between the City, a political subdivision duly organized and validly existing under the constitution and laws of the State, and the Assignee.

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately 91.131 acres of land with Franklin County parcel numbers 184-003512-00, 184-000879-00, 184-000828-00, 184-003446-00 and 184-000954-00 located within Canal Winchester as further described on Exhibit A attached hereto (the "Project Site"), on which Assignor constructed a 433,000SF industrial facility and related site improvements (collectively, the "Project," or "Building"), provided that the appropriate development incentives were available to support the economic viability of the Project; and

WHEREAS, Assignor subsequently transferred the Project Site to Assignee (an affiliated entity of Assignor) and, as of the execution of this Agreement, Assignee is the fee simple owner of the Project site; and

WHEREAS, As contemplated by the Community Reinvestment Act Agreement, Assignor may convey or lease the Building and the land upon which such Buildings are constructed to a future owner (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Building and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in Canal Winchester Local School District (the "School District"); and

WHEREAS, the Board of Education on January 13, 2020 adopted a resolution (the "School District Resolution") approving a Community Reinvestment Area based upon a Compensation Agreement agreed to by the School District and the Assignor; and

WHEREAS, Assignor and Assignee now wish to memorialize Assignee's assumption of the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the City by Resolution No. _____ passed _____, 2022 approves and ratifies the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Community Reinvestment Act Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, the parties hereto agree as follows

4. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Project Site; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Project Site. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections 1-20 of the Community Reinvestment Act agreement agreed to between the City and Assignor.

5. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

6. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the City Resolution No. 20-004 passed February 18, 2020 the City and Assignor approved and created a Community Reinvestment Act Agreement that provides for specific investments from the Assignee to City in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

7. The City agrees that, as to the Project Site, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory (i.e., Assignee) to the Community Reinvestment Act Agreement, including, but not limited to, the commitment of the City not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.

8. Notices with respect to the Partial Assignment and Assumption Agreement shall be addressed as follows:

If to Assignor: NorthPoint Development, LLC
Brent Miles, Chief Marketing Officer and Founding Partner
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the City: Housing Officer
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

If to Assignee: NP Canal Winchester Building 2, LLC
Attn: _____

9. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Project Site.

[SIGNATURE PAGES TO FOLLOW]

ASSIGNOR
NORTHPOINT DEVELOPMENT, LLC
A MISSOURI LIMITED LIABILITY COMPANY

By: _____
Nathaniel Hagedorn, Manager

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

ASSIGNEE
NP CANAL WINCHESTER BUILDING 2, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: NPD Management, LLC,
a Missouri limited liability company,
its Managing Member

By: _____
Nathaniel Hagedorn, Manager

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

This Agreement is acknowledged by:
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

**[SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

**EXHIBIT A
PROJECT SITE**

The Project Site is 91.131 acres at 6111 Bixby Rd, Canal Winchester identified on the Franklin County Auditor website as parcel ID's 184-003512-00, 184-000879-00, 184-000828-00, 184-003446-00 and 184-000954-00 and on the legal description and map below.

Legal Description

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the northeast Quarter of Section 23, in the northwest quarter and the southwest quarter of Section 24 of Township 11 North, Range 21 West, Congress Lands and being all of a 90.420 acre tract of land conveyed to NP Canal Winchester Building 2 LLC by deed of record in Instrument No. 202008170120504 and all of 0.713 acre tract of land (0.711 by recent survey), conveyed to NP Canal Winchester Building 2 LLC, by deed of record in Instrument No. 202010020149926, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a FCGS Monument No, 9936 found at the corner common to Section 13, Section 14, Section 23 and Section 24 of Township 11 North, Range 21 West, in the centerline Bixby Road (variable width), at a northeast corner of said 90.420 acre tract and at the northwest corner of a 1.19 acre tract of land conveyed to Robert R. Bender, by deed of record in Instrument No. 201903050024904;

thence S 04° 18' 30" W along a portion of the common fine between said Section 23 and said Section 24, along an East line said 90.420 acre tract and along the West line of said 1.19 acre tract a distance of 399.29 feet to a 3/4" I.D. iron pipe found at the southwest corner of said 1.19 acre tract and at a corner of said 90.420 acre tract (passing a 3/4" I.D. iron pipe found in the South right-of-way line of Bixby Road at 30.00 feet);

thence S 85° 41' 30" E along a North line of said 90.420 acre tract, along the South line of said 1.19 acre tract and along the South line of a 2.247 acre tract of land conveyed to The Ohio Bell Telephone Company, by deed of record in Deed Book 2508, Page 623 a distance of 380.00 feet to a 1/2" solid pin found at a northeast corner of said 90.420 acre tract, at the southeast corner of said 2.247 acre tract and in the West line of an original 4.0 acre tract of land conveyed to Henrietta L. Pfeifer, by deed of record in Instrument No. 199710300131189 (passing a 3/4" I.D. iron pipe found at 130.00);

thence S 04° 19' 12" W along an East line of said 90.420 acre tract, along a portion of the West line of said original 4.0 acre tract, along the West line of a 37.846 acre tract of land conveyed to Damon A. Pfeifer and Mark A. Pfeifer, by deed of record in Instrument No. 201811300162078 and along a West line of an original 41.990 acre tract of land conveyed to The Mountain Agency, LLC, by deed of record in Instrument No. 201 110030124958 a distance of 2,455.40 feet to a 3/4" I.D. iron pipe found at the southeast corner of said 90.420 acre tract, at the a corner of said original 41.990 acre tract and in the northeasterly Limited Access Right-of-Way line of U.S. Route 33

Southeast Expressway (250 feet in width) (FRA-33-26.21-30.13), said right-of-way being a perpetual Highway Easement conveyed, as Parcel 67-LA, to the State of Ohio, by deed of record in Deed Book 2399, Page 206;

thence N 61° 15' 01" W along a southwesterly line of said 90.420 acre tract, along the northeasterly Limited Access Right-of-Way line of U.S. Route 33 Southeast Expressway and along a northeasterly line of said original 41.990 acre tract a distance of 361.11 feet to a 3/4" I.D. iron pipe set at a corner of said 110.244 acre tract and in the half section line of said Section 24; thence N 85° 35' 02" W crossing said Limited Access Right-of-Way line of U.S. Route 33 Southeast

Expressway, along a portion of said half section line and along a South line of said 90.420 acre tract a distance of 50.76 feet to a 3/4" I.D. iron pipe set in the West line of said Section 24, in the east line of said Section 23, at a southwest corner of said 90.420 acre tract and in the east line of a 20.6276 acre tract of land conveyed, as Parcel Two, to Dill's Realty LLC, by deed of record in Instrument No. 200111050255847;

thence N 04° 18' 30" E along a portion of the West line of said Section 24, along a portion of the east line of said Section 23, along a West line of said 90.420 acre tract and along the east line of said 20.6276 acre tract a distance of 22.97 feet to a 3/4" I.D. Iron pipe set in the northeasterly Limited Access Right-of-Way line of U.S. Route 33 Southeast Expressway, at a northeast corner of said 20.6276 acre tract and at a corner of said 90.420 acre tract;

thence N 61° 15' 01" W along the northeasterly Limited Access Right-of-Way line of U.S. Route 33 Southeast Expressway, along a southwesterly line of said 90.420 acre tract and along the northeasterly line of said 20.6276 acre tract a distance of 1,828.04 feet to 3/4" I.D. iron pipe set at a corner of said 90.420 acre tract and at a northeast corner of said 20, 6276 acre tract;

thence N 85° 37' 09" W crossing said Limited Access Right-of Way line of U.S. Route 33 Southeast Expressway, along a South line of said 90.420 acre tract and along the North line of said 20.6276 acre tract a distance of 126.15 feet to a MAG nail set in the centerline of Rager Road (variable width), at a southwest corner of said 90.420 acre tract and at the northwest corner of said 20.6276 acre tract, said nail being N 03° 40' 40" E a distance of 776.20 feet from FCGS Monument No. 1428 found at an angle point in the centerline of Rager Road;

thence N 03° 40' 40" E along the centerline of Rager Road and along a West line of said 90.420 acre tract a distance of 570.84 feet to a P.K. nail found at a northwest corner of said 90.420 acre tract and at the southwest corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in D.B. 2370, Page 459; thence S 84° 28' 06" E along a North line of said 90.420 acre tract and along the South line of said 0.43 acre tract a distance of 20.01 feet to a 3/4" I.D. iron pipe set;

thence N 19° 55' 33" E along a westerly line of said 90.420 acre tract and along an easterly line of said 0.43 acre tract a distance of 129.77 feet to a 3/4" ID. Iron pipe set;

thence N 10° 16' 09" E along a westerly line of said 90.420 acre tract and along an easterly line of said 0.43 acre tract a distance of 100.35 feet to a 3/4" I.D. iron pipe set;

thence N 04° 15' 50" E along a portion of a westerly line of said 90.420 acre tract and along a portion of an easterly line of said 0.43 acre tract a distance of 19.00 feet to a 3/4" I.D. iron pipe set at a northwest corner of said 90.420 acre tract and at the southwest corner of 2 19.824 acre tract of land conveyed to NP Canal Winchester, by deed of record in Instrument No. 202008170120505;

thence S 85° 15' 15" E along a North line of said 90.420 acre tract and along a South line of said 19.824 acre tract a distance of 816.69 feet to a 3/4" I.D. iron pipe set at a common corner of said 90.420 acre tract and said 19.824 acre tract;

thence N 04° 44' 45" E along a West line of said 90.420 acre tract and along an East line of said 19.824 acre tract a distance of 1,075.21 feet to a 3/4" I.D. iron pipe set at a northwest corner of said 90.420 acre tract, at a northeast corner of said 19.824 acre tract and in the South line of a 0.780 acre tract of land conveyed, as Parcel 3-WD for Bixby Road roadway purposes, to Franklin County Commissioners, by deed of record in Instrument No. 201507090092985, said portion of Bixby Road being shown on the roadway improvement plans for FRA-TR229-1.890;

thence S 84° 45' 13" E along a North line of said 90.420 acre tract and along a portion of a South line of said Parcel 3-WD a distance of 19.88 feet to a 3/4" I.D. iron pipe w/cap found (FCE) at a corner of said 90.420 acre tract and at a corner of said Parcel 3-WD;

thence S 85° 33' 18" E along a North line of said 90.420 acre tract and along a South line of said Parcel 3-WD a distance of 176.00 feet to a 3/4" I.D. iron pipe set at a corner of said 90.420 acre tract and at a corner of said Parcel 3-WD;

thence N 86° 23' 26" E along a North line of said 90.420 acre tract and along a South line of said Parcel 3-WD a distance of 107.06 feet to a 3/4" I.D. Iron pipe set at a corner of said 90.420 acre tract and at a corner of said Parcel 3-WD;

thence S 85° 33' 18" E along a North line of said 90.420 acre tract and along a South line of said Parcel 3-WD a distance of 229.78 feet to a 3/4" I.D. iron pipe set at a northeast corner of said 90.420 acre tract; at the southeast corner of said Parcel 3-WD and in the West line of said 0.711 acre tract;

thence N 04° 26' 42" E along a portion of the West of said 0.711 acre tract and along the West line of said Parcel 3-WD a distance of 30.00 feet to a MAG nail set at the northwest corner of said 0.711 acre tract, at the northeast corner of said Parcel 3-WD, in the North line of said Section 23 and in the South line of said Section 14, in the centerline of Bixby Road (variable width this portion);

thence S 85° 33' 18" E along a portion of the North line of said Section 23, along a portion of the South line of said Section 14, along the centerline of Bixby Road and along a North line of said 90.420 acre tract a distance of 374.66 feet to the place of beginning;

Containing 91.131 acres of land, more or less, and being subject to all highways, easements and restriction of record. Of said 91.131 acres, 69.750 acres are within P.N. 184-003512 (0.238 acre is

within Rager Road right-of-way, 0.165 acre is within Bixby Road right-of-way and 0.083 acre is within U.S. Rte, 33 Southeast Parkway), 17.340 acres are within P.N. 184-000879 (0.013 acre is within U.S. Rte. 33 Southeast Parkway), 2.769 acre is within P.N. 184-000828, 0.710 acre are within P.N. 184-003446, (0.093 acre is within Bixby Road) and 0.562 acre is within P.N. 184-000954.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in November, 2018 and February, 2020, 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of U.S. Rte. 33 Southeast Parkway (FRA-33-26.21-30.13), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.

Tax Parcel Numbers: P.N. 184-003512, P.N. 184-000879, P.N. 184-000828, P.N. 184-003446, and P.N. 184-000954

FOR INFORMATIONAL PURPOSES ONLY:
Common Address: 6111 Bixby Road, Canal Winchester, OH 43110

