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FRANKLIN PARK EASEMENT AGREEMENT

Between

CITY OF COLUMBUS, OHIO, ACTING BY AND THROUGH  
THE DEPARTMENT OF RECREATION AND PARKS

and

THE FRANKLIN PARK CONSERVATORY JOINT RECREATION DISTRICT

Dated

as of

July \_\_, 2007

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**TABLE OF CONTENTS**

SECTION 1. EASEMENT ..... 2

SECTION 2. USE..... 3

SECTION 3. TERM..... 3

SECTION 4. MAINTENANCE, OPERATION AND MANAGEMENT OF THE PARK PROPERTY..... 3

SECTION 5. REAL PROPERTY TAXES, INSURANCE AND UTILITIES ..... 3

SECTION 6. CONSTRUCTION BY THE DISTRICT..... 4

SECTION 7. OWNERSHIP OF IMPROVEMENTS AND FIXTURES AND REMOVAL..... 4

SECTION 8. LIENS AND ENCUMBRANCES..... 4

SECTION 9. CONDEMNATION..... 5

SECTION 10. DEFAULTS; REMEDIES ..... 6

SECTION 11. ASSIGNMENT AND SUBLET ..... 7

SECTION 12. GOVERNING LAW ..... 7

SECTION 13. REPRESENTATIONS ..... 7

SECTION 14. GENERAL PROVISIONS ..... 7

**EXHIBITS:**

EXHIBIT A DISTRICT PROPERTY AND PARK PROPERTY

EXHIBIT B PARK FACILITIES

FRANKLIN PARK EASEMENT AGREEMENT

THIS FRANKLIN PARK EASEMENT AGREEMENT (“Agreement”) is made and entered into as of July \_\_\_\_, 2007, by and between THE CITY OF COLUMBUS, OHIO, a municipal corporation organized and existing under the Constitution and laws of the State of Ohio and its duly adopted charter, having an address of 1111 E. Broad Street, Columbus, Ohio 43205, acting by and through its Department of Recreation and Parks (hereinafter referred to as the “City”), and THE FRANKLIN PARK CONSERVATORY JOINT RECREATION DISTRICT, a joint recreation district operating and existing under the laws of the State, having an address of 1777 East Broad Street, Columbus, Ohio 43203 (hereinafter referred to as the “District”).

WITNESSETH:

WHEREAS, the City and the County of Franklin, Ohio pursuant to an Amended and Restated Agreement (the “District Agreement”), dated as of April 24, 2007, have established the District as a joint recreation district pursuant to Section 755.14(C) of the Ohio Revised Code;

WHEREAS, the City has conveyed to the District fee simple title in approximately 28 acres of real property (designated on Exhibit A as the “District Property”), upon which the District operates the Franklin Park Conservatory (the “Conservatory”), which is a premier horticultural and educational institution showcasing exotic plant collections and art;

WHEREAS, the City and the District have cooperated in the maintenance, operation and development of the Conservatory, and in the maintenance, operation and development of approximately 59 acres of real property (designated on Exhibit A as the “Park Property”) adjacent to the District Property, and the City desires that the District continue its maintenance, use and development of the Park Property and of certain recreation facilities existing or to be developed in the future on the Park Property as more particularly described on Exhibit B (the “Park Facilities”);

WHEREAS, in consideration of the mutual covenants set forth herein, the District and the City desire to cooperate in the maintenance the Park Property for the purposes set forth herein and the District and the City desire to enter into this Agreement for the purpose of establishing an easement in favor of the District to provide for the maintenance, use and development of certain portions of the Park Property by the District, all subject to and upon the terms, provisions and conditions hereinafter set forth.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, and in and for the covenants, agreements, representations and warranties hereinafter set forth, the City and the District hereby covenant, agree, represent and warrant as follows:

SECTION 1. EASEMENT.

The City, for and in consideration of the covenants and conditions herein contained to be kept, performed and observed by the District, hereby grants to the District, a non-exclusive easement over, under and through the Park Property for the purpose of occupying, maintaining, using and developing certain Park Facilities on the Park Property. The rights granted by the City under this Agreement include, but are not limited to, the right to construct, install, equip, improve, renovate such facilities and improvements as may be deemed necessary by the District

to improve and maintain the Park Property and the Park Facilities in accordance with the Master Plan for the Park Property, dated \_\_\_\_\_, 2007 (as the same may be amended from time to time with the approval of the District Board and the City's Recreation and Parks Commission, the "Master Plan") and any applicable Operation and Maintenance Agreement (as defined in Section 4).

SECTION 2. USE.

During the Term of this Agreement, as set forth in Section 3(b), the District may use, or permit the use of the Park Property and the Park Facilities as public recreational facilities and any lawful public purpose related thereto, provided that such use is consistent with this Agreement, the Operations and Maintenance Agreement (as defined in Section 4) and the Master Plan.

SECTION 3. TERM.

(a) Initial Term. The term of this Agreement shall begin on the date of this Agreement and expire on December 31, 2057 (the "Initial Term") unless extended pursuant to an agreement of the parties, or terminated before the end of the Initial Term. Upon expiration of the Term, the District shall peacefully surrender the Park Property to the City.

(b) Notwithstanding anything to the contrary in this Agreement, so long as the District shall have outstanding certificates of participation, bonds, notes or other indebtedness or obligations incurred by the District to finance costs of Park Facilities, nothing herein shall permit the City or the District to terminate this Agreement, notwithstanding the existence of any Event of Default or breach by the District, except under the circumstances set forth in Section 10(b) and 10(c) hereof.

SECTION 4 MAINTENANCE, USE AND MANAGEMENT OF THE PARK PROPERTY.

Maintenance, use and management of the Park Property and the Park Facilities shall be governed by one or more Operations and Maintenance Agreements between the City and District, to be entered into, supplemented and amended from time, between City and the District (each an "Operations and Maintenance Agreement"). A default under an Operations and Maintenance Agreement shall be a default hereunder.

SECTION 5 REAL PROPERTY TAXES, INSURANCE AND UTILITIES.

(a) Taxes. The District agrees to pay or cause to be paid any and all real property taxes, special taxes or assessments, and all property taxes on personal property located on the Park Property ("Taxes") that become due and payable upon or against the Park Property during the Term, if any. Further the City and the District agree to cooperate in obtaining or causing to be obtained an exemption for all such Taxes and amounts with respect to the Park Facilities and Park Property, provided that any costs required to be paid in connection with obtaining such an exemption shall be paid by the District. Notwithstanding the foregoing to the contrary, the City will pay Taxes as the same become due and payable and which result from the City's activities on the Park Property and/or pay for costs required to be paid in connection with obtaining an exemption for Taxes attributable to the City's activities on the Park Property.

(b) Insurance. The District shall keep the Park Property and the improvements thereon continuously insured in the amount of the full insurable value of the Park Property and the improvements thereon, insuring the Park Property and the improvements thereon against loss or damage by fire and extended coverage risks and containing loss deductible provisions in amounts satisfactory to the City and the District. The District shall

obtain and maintain comprehensive general accident and public liability insurance with coverage limits in the minimum amounts as to death or bodily injury and as to property damage as District shall determine from time to time.

(e) Utilities. The City shall pay or cause to be paid to the party or parties to whom such charges are owed any and all other charges for water and sewer utilities and/or the operation, management, repair, rebuilding, use or occupancy thereof, or of any portion of the Park Property or the Park Facilities during the Term. The obligation to pay for other utilities, with respect to the Park Property, shall be as set forth in the applicable Maintenance and Operation Agreement.

SECTION 6. CONSTRUCTION BY THE DISTRICT.

(a) District's Right to Construct. The District shall have the right as necessary, at any time and from time to time during the Term of this Agreement, to construct or cause to be constructed Park Facilities for the purposes described herein and in the Master Plan. All construction shall be in compliance with the Master Plan and in compliance with the laws, ordinances and other governmental requirements applicable to the Park Property.

(b) Easements and Dedications. In order to provide for the orderly development of the Park Property it may be necessary, desirable or required that street, water, sewage drainage, gas, power line and other easements and dedications and similar rights be granted or dedicated in favor of the District or a utility over or within portions of the Park Property. The City and District shall upon request of the other, join together in executing and delivering such documents from time to time and throughout the Term of this Agreement as may be appropriate, necessary or required by the several governmental agencies, public utilities and companies for the purpose of granting such easements and dedications in favor of the District or utility companies over the Park Property; provided, however, the City, may in its reasonable discretion refuse to grant such easements to third parties other than utility companies; and provided, further, that such easements are in a form and content reasonably acceptable to the City.

SECTION 7. OWNERSHIP OF IMPROVEMENTS AND FIXTURES AND REMOVAL.

It is expressly understood and agreed that, subject to the terms and conditions of this Agreement, any and all buildings, improvements, fixtures, machinery and equipment of any nature whatsoever at any time constructed, placed or maintained upon any part of the Park Property or Park Facilities by the District or the City, as the case may be, shall be and remain the property of the District at all times during the Term of the Agreement. Notwithstanding the foregoing, at the end of the Term, the District shall have no obligation to remove any personal property or Improvements from the Park Property, but in the event that such property or improvements shall not be removed, such property and Improvements shall thereafter become the property of the City.

SECTION 8. LIENS AND ENCUMBRANCES.

(a) Prohibition of Liens on Park Property. The District shall not suffer or permit any mortgages, security interests, mechanics' liens, materialmen's or other liens to be filed against the Park Property without the consent of the City. The District shall not sell or otherwise dispose of, or grant or convey or cause to be filed any mortgage lien, mechanics' lien, restriction or other lien or encumbrance against the Park Property without the consent of the City.

(b) Removal of Liens by the District. If any such mortgages, security interests, mechanics' liens or materialmen's or other liens shall be recorded against the City's fee interest in the Park Property, the District shall cause the same to be removed within sixty (60) days, or, in the alternative, if the District in good faith desires to contest or to permit to be contested the same, the District shall be permitted to do so, at no expense to the City, unless the City shall notify the District that in the reasonable opinion of counsel, by such non-payment of any such item, any part of the Park Property will be subject to imminent loss or forfeiture, in which event the District shall cause such lien to be discharged as aforesaid. Further, the District shall be further permitted to contest the same, provided that any proceedings relating to such contest begin within a sixty (60) day period and cause the same to be discharged and removed prior to the execution of such judgment. In the event that the District shall fail to remove any such lien(s) in the manner herein provided, then the City may, but shall not be obligated to, take such action or actions as it deems appropriate to cause the removal of such lien(s).

SECTION 9. CONDEMNATION.

(a) Interest of Parties on Condemnation. In the event the Park Property or any part thereof shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of the City and the District in the award or consideration for such transfer and the effect of the taking or transfer upon this Agreement shall be as provided by this Section.

(b) Total Taking -- Termination. Subject to the terms and conditions hereof, in the event the entire Park Property is taken or so transferred upon delivery by either party to the other of written notice of its election to terminate this Agreement, this Agreement and all of the right, title and interest thereunder shall terminate and cease on the date title to such land so taken or transferred vests in the condemning authority and the proceeds of such condemnation shall be allocated first to the District to the extent of the District's ownership interest in any of the Park Facilities taken (with such ownership being at least equal to the principal amount of any obligations of the District incurred to finance such Park Facilities), with the balance being paid to the City.

(c) Partial Taking -- Termination. In the event the taking or transfer of only a part of the Park Property leaving the remainder of the Park Property in such location or in such form, shape, or reduced size as to be not effectively and practicably useable in the reasonable opinion of the City and the District for the purpose of the operation of the Park Facilities, upon delivery by the District to the City or the City to the District of written notice of its election to terminate this Agreement, this Agreement and all right, title and interest thereunder shall terminate and cease on the date title to the Park Property or the portion thereof so taken or transferred vests in the condemning authority and the proceeds of such condemnation shall be divided as provided in and under the conditions and requirements set forth in Section 10(b).

(d) Partial Taking -- Continuation. In the event of the taking or transfer of only a part of the Park Property leaving the remainder of the Park Property in such location and in such form, shape, or size as to be used effectively and practicably in the reasonable opinion of District for the purpose of operation of the Park Facilities, as of the date title to such portion vests in the condemning authority, this Agreement shall continue. In the event of any such partial taking or transfer, the proceeds thereof shall immediately be used as described in Section 10(b).

(e) Notwithstanding anything herein to the contrary (i) the City's rights in the proceeds of any condemnation award shall be subject and subordinate in all respects to the

rights of the District to such proceeds and (ii) the City shall have no right to any condemnation award or to terminate this Agreement in connection with a condemnation if the City is the party exercising the right of eminent domain.

SECTION 10. DEFAULTS; REMEDIES.

(a) Except as otherwise provided in the Agreement, in the event of any default with respect to or breach of this Agreement, or any of its terms or conditions by either party hereto, or any successor to such party, such party shall, upon written notice from the other, proceed to cure or remedy such default or breach and in any event, shall effect such cure or remedy within sixty (60) days after receipt of such notice, provided, however, that if such default is other than the payment of money, the defaulting or breaching party shall proceed to take curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of sixty (60) days, then, upon notice thereof to the other party, such period shall be increased by up to an additional one hundred fifty (150) days without such written extension to such extent as shall be necessary to enable the party to complete diligently such curative action within such additional one hundred fifty (150) day period; and provided, further that if the performance, observation or compliance with any of the terms, covenants, conditions or provisions referred to in this paragraph and this paragraph shall be prevented by the application of federal or State law, the inability to perform, observe or comply with any such term, covenant, condition or provision shall not constitute an Event of Default under this Agreement. In case such action is not taken or diligently pursued, or the default shall not be cured or remedied within the period set forth above, subject to Section 3(b) hereof, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations, and proceedings to obtain damages from such default or breach.

(b) Subject to Section 3(b) hereof, each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or by agreement or otherwise, and the exercise or beginning of the exercise by the City or the District of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or by agreement or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or by agreement or otherwise.

(c) The provisions of Section 10(a) shall be subject to the following limitations: if by reason of acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of the government of the United States of America or of any state or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; lightning; earthquakes; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any cause or event not reasonably within the control of an otherwise breaching or defaulting party, such party is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of a party to make monetary payments, such party shall not be deemed in default during the continuance of such inability. The otherwise defaulting or breaching party shall, however, use its best efforts to remedy with all reasonable dispatch the cause or causes preventing such party from carrying out its agreements; provided, that such party shall in no event be required to settle

strikes, lockouts or other industrial disturbances by acceding to demands when such course is, in the judgment of such party, unfavorable to such party.

SECTION 11. ASSIGNMENT AND LEASING

The District shall have the right, in connection with any financing of Park Facilities, to assign or lease its rights and interests to such Park Facilities to be financed in whole or in part upon written notice to the City delivered not later than thirty 30 days prior to the closing of such financing. The District shall in each instance provide the City a true and complete copy of any such proposed assignment or lease and a certification that such financing is necessary to the efficient development of the Park Property and is consistent with the Master Plan. The City agrees that in connection with any such financing, the City, at the request of the District, for no additional consideration and with no additional approval by the Council of the City, will enter into a ground lease whereby the City will lease to the District the site of any such Park Facilities to be financed, provided that such lease shall terminate upon the termination of any such financing arrangement, and provided that the terms of such lease shall otherwise be reasonably satisfactory to the City. Except as otherwise provided in this Section 11 the District shall not, without the prior written consent of the City, assign, sublease or otherwise transfer or dispose of the District's rights and obligations under this Agreement. Any permitted assignment shall not relieve the District from primary liability for its obligations hereunder.

SECTION 12. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflicts of law.

SECTION 13. REPRESENTATIONS.

(a) City Representations. The City warrants and represents that the City has the power and authority to execute this Agreement. The City further represents that there is no agreement binding upon the City nor any litigation pending or threatened against the City that would prohibit the City from executing this Agreement or performing the City's obligations hereunder.

(b) District Representations. The District warrants and represents that the District has the power and authority to execute this Agreement. The District further represents that there is no agreement binding upon the District nor any litigation pending or threatened against the District that would prohibit the District from executing this Agreement or performing the District's obligations hereunder.

SECTION 14. GENERAL PROVISIONS.

(a) No Waiver of Breach. No failure by either the City or the District to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

(b) Successors in Interest. All of the terms, covenants, conditions, and restrictions in this Agreement shall inure to the benefit of and shall be binding upon the



successors in interest of the City and the District and their permitted transferees, subtenants, licensees and assigns.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement and no other agreement, statement or promise made by any party or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

(e) Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or enforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected impaired or invalidated.

(d) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the City and the District.

(e) Interpretation and Definitions. The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against the City or the District. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply to this Agreement:

(i) Number and Gender. In this Agreement the neuter gender includes the neuter Gender feminine and masculine and the singular number includes the plural and the word "Person" includes a corporation, limited liability company, partnership, governmental agency, firm or association wherever the context so requires; and

(ii) Mandatory and Permissive. "Shall," "will" and "agrees" are mandatory; "may" is permissive.

(f) Captions. Captions of the articles, sections and paragraphs of this Agreement are for convenience and reference only and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(g) Parties. The parties are the City and the District named in this Agreement.

(h) Modification. This Agreement is not subject to modification except in writing signed by the City and District.

(i) Notices -- Method and Time. All notices, demands or requests from one party to another shall be either (i) personally delivered or (ii) delivered by depositing in the U.S. mail, certified or registered, postage prepaid, or (iii) delivered by depositing with a private nationally registered overnight courier service, delivery fees prepaid to the addressee at the address first set forth in the first paragraph of this Agreement or at such other address as any party from time to time designates in writing to the other.

(j) Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the City and the District contained herein are deemed to be and shall be the covenants, stipulations and obligations and agreements of the City and the District to the full extent authorized by and permitted by the laws of the State of Ohio. No covenant,

stipulation, obligation or agreement of the parties hereto shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the District, the members of the Board of Directors of the District, the City or the Council of the City in other than that person's official capacity. Neither the members of the Board of Directors of the District, the Council of the City, nor any official executing this Agreement shall be subject to any personal liability or accountability by reason of such execution.

(k) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

CITY:

CITY OF COLUMBUS, OHIO

By: \_\_\_\_\_  
Executive Director of Recreation and Parks

DISTRICT:

THE FRANKLIN PARK CONSERVATORY JOINT  
RECREATION DISTRICT

By: \_\_\_\_\_  
Bruce Harkey, Executive Director

Approved as to form for  
The City of Columbus, Ohio

By: \_\_\_\_\_  
\_\_\_\_\_, Law Director

STATE OF OHIO                    )  
                                          )    SS:  
COUNTY OF FRANKLIN         )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named THE FRANKLIN PARK CONSERVATORY JOINT RECREATION DISTRICT by Bruce Harkey, its Executive Director, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free of The Franklin Park Conservatory Joint Recreation District and his personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
                                          )    SS:  
COUNTY OF FRANKLIN         )

BEFORE ME, a Notary Public in and for said County, personally appeared the above named CITY OF COLUMBUS, OHIO by \_\_\_\_\_, its Executive Director of Recreation and Parks, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed as such officer and the free of said municipal corporation and his personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

This Instrument was prepared by

Kristopher L. Wahlers, Esq.  
Calfee, Halter & Griswold LLP  
1650 Fifth Third Center  
21 East State Street  
Columbus, Ohio 43215  
(614) 621-1500

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, City Auditor of the City of Columbus, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2007 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Hugh Dorrian, City Auditor  
City of Columbus, Ohio

Dated: \_\_\_\_\_, 2007

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of The Franklin Park Conservatory Joint Recreation District, hereby certifies that the moneys required to meet the obligations of the City during the year 2007 under the Agreement have been lawfully appropriated by the Legislative Authority of the District for such purposes and are in the treasury of the District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

\_\_\_\_\_  
Phil Helser, Vice President Finance  
The Franklin Park Conservatory Joint Recreation  
District

Dated: \_\_\_\_\_, 2007

EXHIBIT A

DISTRICT PROPERTY AND PARK PROPERTY

DISTRICT PROPERTY:

22623113

DESCRIPTION OF  
27.964-ACRE CONSERVATORY AREA  
FRANKLIN PARK

Situate in the state of Ohio, county of Franklin, city of Columbus and being a part of a 86.725-acre tract known as Franklin Park, of record at the Recorder's Office, Franklin County, Ohio and being more particularly described as follows;

Beginning at a concrete monument marking the point of intersection of the southerly right-of-way line of East Broad Street (100.00 feet in width) and the westerly right-of-way line of the Norfolk and Western Railroad said point also being the northeasterly corner of the said 86.725-acre tract known as Franklin Park;

Thence S 22° 07' 36" E, a distance of 970.00 feet, along the westerly right-of-way line of the Norfolk and Western Railroad and the easterly line of said 86.725-acre tract known as Franklin Park to an iron pin;

Thence the following seven (7) courses and distances across the said 86.725-acre tract known as Franklin Park:

1. Thence N 90° 00' 00" W, a distance of 1280.00 feet, to an iron pin;
2. Thence N 00° 00' 00" E, a distance of 64.00 feet, to an iron pin;
3. Thence N 90° 00' 00" W, a distance of 192.00 feet, to an iron pin;
4. Thence N 39° 04' 21" W, a distance of 328.91 feet, to an iron pin;
5. Thence N 00° 00' 00" E, a distance of 46.00 feet, to an iron pin;
6. Thence N 90° 00' 00" W, a distance of 162.00 feet, to an iron pin;
7. Thence N 00° 00' 00" E, a distance of 315.00 feet, to an iron pin in the southerly right-of-way line of East Broad Street and the northerly line of the said 86.725-acre tract known as Franklin Park;

1-7-85  
1-10  
27.964AC  
SPLIT FROM  
010-66878

Thence N 81° 35' 24" E, a distance of 1492.00 feet, along the southerly right-of-way line of East Broad Street and the northerly line of the said 86.725-acre tract known as Franklin Park to the point of beginning containing 27.964 acres, more or less, and being subject to all easements and restrictions of record.

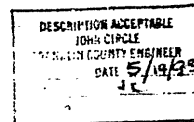
The bearings in the above description were based upon the assumed bearing of N 81° 35' 24" E for East Broad Street used in the control survey for the aerial mapping of the Ameriflora "92" Project.

R. D. ZANDE & ASSOCIATES, LIMITED



*Larry W. Pennington*  
Registered Surveyor No. 6096

LWP:jce  
RDZ JN 2005RP  
August 28, 1992  
2005FRAN.PRK



PARK PROPERTY :

Situated in the City of Columbus in the County of Franklin and State of Ohio:

And being all or a part of the Parcels conveyed to The Agricultural Society Franklin County (now known as Franklin Park) of record in the Records of the Recorder's Office and records of the Probate Court, Franklin County, Ohio and being more particularly described as follows:

Beginning at an iron pin at the intersection of the southerly line of East Broad Street (100 feet in width) with the easterly line of Franklin Park West (60 feet in width);

Thence N 85° 42' 00" E, a distance of 2298.62 feet along the southerly line of East Broad Street (100 feet in width) with the easterly line of Franklin Park West (60 feet in width);

Thence S 18° 01' E, a distance of 1211.94 feet along the westerly line of the Norfolk and Western Railroad with to an iron pin at a point of curvature;

Thence continuing along the westerly line of the Norfolk and Western Railroad with a curve to the right having a radius of 1727 feet, a central angle of 12° 28' the chord to which bears S 11° 47' E, a distance of 375.03 feet to an iron pin at a point of tangency;

Thence S 5° 33' E, a distance of 195.08 feet continuing along the westerly line of the Norfolk and Western Railroad to an iron pin in the northerly line of Franklin Park South (60 feet in width);

Thence N 82° 33' 05" W, a distance of 2933.52 feet along the northerly line of Franklin Park South to a spike at the intersection of said northerly line of Franklin Park South with the easterly line of Franklin Park West;

Thence N 7° 10' 55" E, a distance of 1170.35 feet along the easterly line of Franklin Park West to the point of beginning containing 86.731 acres more or less, and being subject to all easements, restrictions and rights-of-way of record.

LESS AND EXCEPTING THEREFROM THE DISTRICT PROPERTY (AS DEFINED ABOVE).



**EXHIBIT B**

PARK FACILITIES

[Add depiction/description of Park Facilities]