

Final Development Plan Application

Application to the Planning & Zoning Commission



City of Groveport
Building & Zoning Department
655 Blacklick St
Groveport, OH 43125
614-830-2045

Date: 5-7-21

Case # 2021-03

Fee: \$350.00 plus \$25 per acre

\$1525.00

Address of property Hayes Road, Groveport, OH located on the southeast side of Hayes and Pontius Road.

Parcel # 180-005409 and 180-005408 The property contains a total of 47.429 acres.

The property is currently being used for: Agricultural

The property is currently zoned: Agricultural

I am requesting Final Development plan approval so that I may use the property for the development of a ~640,000 SF industrial distribution center.

Applicant Name: CA Industrial Holdings, LLC - Jim McGill

Phone: 847-894-6882

Address: 130 E Randolph Street, Suite 2100, Chicago, IL 60606

Property Owner Name: Sunshine & Smooch, LLC & JCD Pickaway Farm LLC

Attn: Jody Sloane and Andy Dill

Email: dill.andy@gmail.com

Address: 2260 Bixby Road, Lockbourne, OH 43137

SUBMITTAL REQUIREMENTS: Applicant shall submit this application including the property owners list (see attached form), the filing fee, and twenty (20) copies of the following items to make a complete packet.

- ☒ Legal description and survey drawing of the subject property.
- ☒ Development plan, subdivision plat or any other plans that may be applicable.
- ☒ A statement of how the proposed amendment will affect the subdivision plat, surrounding area and the reasons for such amendment.
- ☐ Any additional information that may be helpful to the Planning & Zoning Commission.

Applicant's Signature

Jim McGill
Applicant's Printed Name



847-894-6882
Contact phone number

JM.Gill @ CA-Ventures.com
Email address

PROPERTY OWNERS LIST

List of all property owners within, contiguous to, and directly across the street from such proposed development. List must be in accordance with the Franklin County Auditor's current tax list and must include all the below information.

The Auditor's website is: www.franklincountyauditor.com Go to *Real Estate, Property Search*, put your address in, then go to *Mapping*, and then *Buffer Search*. If you need assistance, call the City of Groveport Building Department at 614-830-2045.

Parcel Number: 185-002951

Owner's Name: ZELLER-401 FX TIC LLC / Zeller-FX TIC, LLC
Address: 401 N MICHIGAN STE 1300
City & State: CHICAGO, IL Zip Code: 60611

Site Address: 6840 PONTIUS ROAD, GROVEPORT, OH 43125

Mail Address: Name: Same as above

Address: _____
City & State: _____ Zip Code: _____

Parcel Number: 180-000004

Owner's Name: COLUMBUS MUNICIPAL AIRPORT AUTHORITY
Address: 4600 INTERNATIONAL GTWY
City & State: COLUMBUS, OH Zip Code: 43219

Site Address: 7236 Pontius rd GROVEPORT, OH 43125

Mail Address: Name: Same as above

Address: _____
City & State: _____ Zip Code: _____

Parcel Number: 185-001962

Owner's Name: G&I IX 7070 PONTIUS LLC
Address: 7070 PONTIUS RD
City & State: GROVEPORT, OH Zip Code: 43125

Site Address: 7070 PONTIUS ROAD, GROVEPORT, OH 43125

Mail Address: Name: Same as above

Address: _____
City & State: _____ Zip Code: _____

If additional space is needed, make copies as needed of this page.

PROPERTY OWNERS LIST

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Parcel Number: 180-005225 and 180-000279

Owner's Name: SUNSHINE & SMOOCH LLC, JCD PICKAWAY FARM LLC
Address: 2260 BIXBY ROAD
City & State: LOCKBOURNE, OH Zip Code: 43137

Site Address: HAYES & PONTIUS ROAD, GROVEPORT, OH 43125

Mail Address: Name: Same as above

Address: _____
City & State: _____ Zip Code: _____

Parcel Number: _____

Owner's Name: _____
Address: _____
City & State: _____ Zip Code: _____

Site Address: _____

Mail Address: Name: _____
Address: _____
City & State: _____ Zip Code: _____

Parcel Number: _____

Owner's Name: _____
Address: _____
City & State: _____ Zip Code: _____

Site Address: _____

Mail Address: Name: _____
Address: _____
City & State: _____ Zip Code: _____

If additional space is needed, make copies as needed of this page.

PONTIUS & HAYES ROAD DEVELOPMENT

Groveport, OH

May 7, 2021
DESIGN STANDARDS

Approved Uses

The following uses shall be deemed as approved uses:

- Warehouse and storage facilities.
- Distribution facilities.
- Manufacturing and fabrication.
- Office use as an ancillary use to the above.
- Free standing office uses.
- All other uses as permitted in the Planned Industrial Park zoning district as shown in section 1153.03 of Groveport Zoning Code, Land Use Matrix.

Setbacks

Building setbacks shall be as follows:

- Front / Hayes Rd Yard: 60' from the ROW.
- Side & Rear Yards: 40'
- Project Perimeter: 40'

Automobile parking setbacks shall be as follows:

- Front / Hayes Rd Yard: 25' from the ROW.
- Side & Rear Yards: 15', may be reduced to 0' if utilizing a shared access drive.
- Project Perimeter: 25'

Trailer parking and truck court setbacks shall be as follows:

- Front / Hayes Rd Yard: 25' from the ROW.
- Side & Rear Yards: 15', may be reduced to 0' if utilizing a shared access drive.
- Project Perimeter: 25'

Landscape Buffers

Landscape Buffers shall be as follows:

- Front / Hayes Rd Yard: 15' from the ROW.
- Side & Rear Yards: 25'
- Project Perimeter: 25'

Employee and Visitor Parking Areas

Parking areas shall be sufficient to accommodate all parking needs for employees, overlapping shifts, company vehicles, and visitors without the use of on-street parking. At a minimum the following parking requirements shall be met:

- Auto parking space size is 9'x18'
- Loading space size is 12'x50' minimum.

Minimum Parking Ratios

- Manufacturing, distribution, and warehousing (including any ancillary office use): 0.3 spaces / 1000sf.
- Retail: 5 spaces / 1000sf.
- Free standing office: 4 spaces / 1000sf.

Storage Tanks

Storage tanks for water and fuel as required for the use and maintenance of a property shall be permitted provided such tanks comply with the following criteria:

- Shall not be located between the building and the street.
- Shall not be taller than the building that it serves.

Exterior Fencing

- All exterior chain link fencing is to be black PVC coated or painted black. No fencing shall exceed 10 feet in height without specific approval from the building department.
- All exterior chain link fencing will be located no closer than 15' from the proposed right of way.

Architectural Building Materials

- Precast and tilt-up concrete wall panels are permitted as the primary building material. Masonry, stucco, prefabricated architectural wall panels or glass materials are also permitted building materials.
- All curtain wall and spandrel wall systems must be either clear or black anodized, or Kynar color finished. Only one color of framing should be used for each building. Glass panels may use gray, clear, blue or green shades of glass. Large expanses of reflective glass shall not be permitted.

Dumpsters and Compactors

- All outdoor dumpsters or refuse containers not attached to or contiguous to the building shall be visually screened, by masonry or durable material so as not to be visible from adjacent properties or streets. Refuse collection areas shall be effectively designed to contain all refuse generated on-site and deposited between collections.

- Any required screening shall be provided to a height one foot higher than the equipment contained therein.

Lighting

- All exterior lighting shall be contained within the building lot and shall not spill out to adjacent properties.
- All parking lot or truck court pole lighting shall be shoe box, cut-off fixture type.
- All exterior lighting shall be metal halide, LED or other "white" light source.
- Maximum pole fixture height is 40 feet above finish grade.

Landscaping

- All landscaping shall meet the minimum requirements of Groveport Planned Industrial Park zoning.

Landscaping along Hayes Road

- Parking areas fronting along Hayes Rd. shall be screened in its entirety, exclusive of entry drives or lanes, or required flood routing through mounding. Screening should consist of a 3' high mound or evergreen hedge, or a combination of both. Maximum slope on mounds shall be 3:1. A minimum of 3 ornamental and/or evergreen trees are required per 100lf of frontage or fraction thereof.

Parking Area Landscaping

- A minimum of 5% interior green space in parking areas is required. For purposes of calculations, loading docks, service drives not associated with parking areas, and fire parking drives are not included in this calculation.
- Minimum square footage of landscape areas shall be 150 square feet.
- Minimum average width of green space area is 9'.
- Each area that is designated as an area green space must contain one of the following: deciduous shade tree, ornamental tree, or evergreen tree.

Project Perimeter Screening

- The perimeter of the project site shall meet the Groveport PIP perimeter screening requirements per section 1162.02 (e)(3)A.
- This perimeter screening will include the required 25 foot buffer easement and achieve the 75% opaqueness and 10' height within five years of normal growth.

Loading Dock Screening

- Loading dock screening shall meet Chapter 1176 of City of Groveport Zoning Code and 1162.02 B2.

Building Identification Signs – Ground Mounted

- One ground mounted monument sign that identifies a single building and the multiple tenants and addresses within that building shall be permitted along Hayes Rd.
- Each sign shall be painted to match the field color of the building it serves. Any accent colors on the sign shall also be consistent with any accent colors on the building it serves.
- Ground mounted signage shall meet Chapter 1178 of City of Groveport Zoning Code.
- One additional ground mounted sign shall be permitted at the Hayes Road second entrance.

Tenant Wall Mounted Signs

- One wall mounted tenant identification sign will be permitted per building tenant.
- The maximum sign area shall be 150 square feet for each principal sign.
- The top edge of any wall sign shall be a minimum of 2 feet below the top edge of the wall to which it is attached.
- All wall mounted signs shall be internally illuminated.

On Site Way-finding and Directional Signage

- Each building shall be permitted the right to provide on-site vehicular and directional signage to assist with identifying such items as truck traffic control, speed limits, and employee and visitor parking areas.
- All on-site signage shall be of a consistent design and format.
- All on-site signage shall be a pre-finished aluminum material.
- On site way-finding and directional signage shall meet Chapter 1178 of City of Groveport Zoning Code.



May 12, 2021

Mr. Stephen Moore, Chief Building Official
City of Groveport
Building & Zoning Department
655 Blacklick Street
Groveport, Ohio 43125

RE: Proposed Development of $\pm 640,640$ sf building by CA Industrial at the southeast intersection of Hayes Road & Pontius Road

Dear Mr. Moore:

I've been in contact with Ed Pitula (CA Industrial) and Amy Nagy (EMH&T) regarding development plans for a proposed 45' tall warehouse to be located at the southeast intersection of Hayes Road & Pontius Road. The subject property is located on Franklin County Auditor's tax parcels 180-005409 & 180-005408 in Madison Township. It is my understanding CA Industrial is coordinating with the City of Groveport regarding zoning compliance and annexation of the subject property. In addition, I've reviewed the Rezoning, Final Plat & Final Development Plan Applications provided today.

The subject site is located approximately 2,900 ft. east of runway 5R-23L at Rickenbacker International Airport and is partially located within Subdistrict A (60-65 DNL) of the airport noise boundary (ANB) overlay. According to the Land Use Compatibility Standards of the ANB, the proposed use falls under the category of Commercial Use. Under this category, the land use and related structures are compatible without restrictions.

Per section 1164.06 of the City of Groveport Columbus Planning & Zoning Code, an aviation easement must be granted by the property owner to the Rickenbacker Port Authority (RPA), now Columbus Regional Airport Authority (CRAA), for all new uses, if its location is inside the ANB, prior to receiving final approval. Aviation easements provide protections to airport operators for potential impacts resulting from flight of aircraft through and across the airspace above the property including noise, air pollution, vibration and other impacts inherent in the operation of aircraft. A declaration of easements and protective covenants was granted to RPA for this property by a prior owner in 1995, therefore no new easement will be required for the proposed development.

In order to avoid electronic interference with navigational aids at Rickenbacker International Airport, CRAA recommends the use of non-reflective materials on the sides of the building facing the airfield.

Stephen Moore
May 12, 2021
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The Federal Aviation Administration (FAA) strongly recommends that off-airport storm water management systems located within specified separations from airports, (and the subject property is located within the specified separations of Rickenbacker International Airport), be designed and operated so as to not create above-ground standing water that could attract birds, geese or other waterfowl wildlife, thereby creating a hazard/collision potential with aircraft. CRAA supports FAA's recommendation to use dry detention basins. It is acknowledged that in some situations, dry basins do not fulfill regulatory requirements.

Accordingly, the proposed development includes two wet basins for stormwater management. CRAA would like to coordinate with the developer during project design regarding wildlife mitigation measures, such as incorporation of steep slopes and a tall grass perimeter, in an effort to minimize attractiveness by wildlife. I've provided FAA's Advisory Circular regarding Hazardous Wildlife Attractants on or near Airports and the United States Department of Agriculture (USDA) Vegetation Recommendations for Airports, to Mr. Pitula. If design measures are deemed inadequate by CRAA after construction & operation, progressive/escalating measures will be requested to minimize attractiveness by wildlife. CRAA requests that the property owner sign an access agreement letter/acknowledgment form which would allow CRAA Operations personnel to access the property for purposes of ensuring wildlife mitigation effectiveness and/or managing hazards. Enclosed is a sample copy of the access agreement letter/acknowledgment form.

There are federal and state notifications, and permitting requirements when construction is proposed on or near public-use airports in Ohio. Federal Aviation Administration Regulations, Part 77 - Objects Affecting Navigable Airspace, outline the specific criteria for FAA notification. The Ohio Administrative Code, Section 5501:1-10, outlines the state filing and permitting requirements. On May 6, Ed Pitula submitted the proposed project to the Federal Aviation Administration (FAA) through their on-line Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) system for formal airspace review. The federal filing fulfilled the state permit application requirements as set forth in the Ohio Administrative Code. FAA and the ODOT Office of Aviation will evaluate the proposed development and determine whether or not it will constitute a hazard to air navigation.

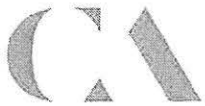
If you have any questions or require additional information, please call me at (614) 239-5014.

Sincerely,

Mark Kelby

Mark Kelby
Airport Planner

cc: Ed Pitula, CA Industrial



Statement for Amendment

This proposed amendment is consistent with the current zoning along Pontius Road from London Groveport Road to Hayes Road. The two North properties that are contiguous to this property are zoned LI – Limited Industrial, which is in-line with our Development rezoning request of Planned Industrial Park District (“PIP”).

This approximate 640,000 square foot industrial distribution project is consistent in nature with the properties along Pontius Road and will have no negative impact on traffic flow or upon residents of Groveport.



Schedule

Erosion Control and Grading	8.15.21 – 10.1.21
Utilities	9.13.21 – 11.10.21
Pave	11.1.21 – 11.23.21
Foundations	9.15.21 – 10.15.21
Precast & Steel	1.15.22 – 4.15.22
Roof	3.15.22 – 4.15.22
Interior Mechanicals	4.1.22 – 5.1.22
Slab	4.15.22 – 5.15.22
Interior Finishes	5.1.22 – 6.1.22
Exterior Finishes	5.1.22 – 6.1.22
Landscaping	5.1.22 – 6.1.22
Completion	6.1.22

REAL ESTATE SALE AGREEMENT

by and between

SUNSHINE & SMOOCH LLC and JCD PICKAWAY FARM LLC,

Collectively, as the Seller

and

CA INDUSTRIAL HOLDINGS, LLC, its assignee or nominee,

as the Purchaser

November 12, 2020

REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is made and entered into as of November 12, 2020 (the “**Effective Date**”) by and between **SUNSHINE & SMOOCH LLC**, an Ohio limited liability company, owner of an undivided 50% interest in the Property, as defined below, and **JCD PICKAWAY FARM LLC**, an Ohio limited liability company, owner of an undivided 50% interest in the Property, as defined below (collectively, the “**Seller**”) and **CA INDUSTRIAL HOLDINGS, LLC**, a Delaware limited liability company, its successors and assigns (the “**Purchaser**”).

PRELIMINARY STATEMENTS

A. The Seller is the owner of the real estate and related assets hereinafter described; and

B. The Seller desires to sell, and the Purchaser desires to buy, the real estate and related assets hereinafter described, at the price and on the terms and conditions set forth herein.

In consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **Premises.**

The real estate which is the subject of this Agreement is depicted on **Exhibit A** attached hereto and consists of approximately 47.5 acres located at Hayes Road, Franklin County, Ohio, being a portion of parcel 180-005225-00 and a portion of parcel 180-000279-00 together with all rights, benefits, privileges, easements and other appurtenances to such land and, all of Seller’s rights in and to strips and gores and any land lying in the bed of any public right of way adjacent to such land and any unpaid award for damage by reason of any condemnation proceedings or change of grade of any highway, street, road or avenue (collectively, the “**Premises**”).

2. **Intentionally Omitted.**

3. **Sale/Conveyance and Assignment.**

The Seller agrees to sell, convey and assign to the Purchaser, and the Purchaser agrees to buy from the Seller, at the price and upon the other terms and conditions hereafter set forth, the Premises (also referred to herein as the “**Property**”).

4. **Transfer of Title.**

(a) Title to the Premises shall be conveyed to the Purchaser by a limited warranty deed (the “**Deed**”) executed by the Seller, in the form attached hereto as **Exhibit B**.

(b) Intentionally Omitted.

5. **Purchase Price; Earnest Money.**

The purchase price for the Property shall be (the “**Purchase Price**”) payable by the Purchaser to the Seller as follows:

(a) Within five (5) business days after the Effective Date of this Agreement, the Purchaser shall deposit into a strict joint order escrow trust (the “**Escrow**”) established with the Chicago, Illinois national office of Chicago Title Insurance Company (the “**Title Insurer**”) as earnest money hereunder, the sum of (the “**Initial Earnest Money**”). If Purchaser does not exercise its right to terminate this Agreement on or before the expiration of the Government Approvals Period (as defined below), as it may be extended, then within five (5) business days after the last day of the Government Approvals Period, and as a condition to Seller’s continuing obligations hereunder, Purchaser shall deposit an additional sum into Escrow with the Title Insurer in the amount of (the “**Additional Deposit**”, and together with the Initial Earnest Money, collectively, the “**Earnest Money**”). The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall be at the offices of the Title Insurer, at which the Purchaser shall receive a credit against the Purchase Price for the Earnest Money. If requested by Purchaser, the Earnest Money shall be invested through Closing in United States treasury obligations or such other interest bearing accounts or securities but only as are directed and approved by the Purchaser in writing and any interest earned on the Earnest Money shall be administered, paid or credited (as the case may be) in the same manner as the Earnest Money and, when credited to the escrow account shall constitute additional Earnest Money.

(b) The Purchase Price, less a credit for the Earnest Money, and plus or minus prorations and adjustments as set forth in **Section 17** hereof, shall be paid by the Purchaser to the Seller by wire transfer of immediately available federal funds on the Closing Date (as defined below).

(c) Notwithstanding the foregoing, if the acreage of the Premises, as determined by the Updated Survey (as defined below) and the plat of subdivision to be recorded in connection with the Project (as defined below), if applicable, which shall be materially consistent with the depiction of the Premises attached hereto as **Exhibit A**, is more than 47.5 acres, the Purchase Price shall be increased in accordance with such acreage, calculated at the rate of per additional acre, prorated as necessary for fractional acres.

6. **Representations and Covenants.**

(a) The Seller’s Representations and Warranties. As a material inducement to the Purchaser to execute this Agreement and consummate this transaction, the Seller represents and warrants to the Purchaser as of the date hereof and continuing through and including the Closing Date as follows:

(1) Organization and Authority. The Seller has been duly organized and is validly existing as an Ohio limited liability company. The Seller has the full right and

authority to enter into this Agreement, consummate or cause to be consummated the sale and make or cause to be made transfers and assignments contemplated herein and has obtained all consents (if any) required therefor. The persons signing this Agreement on behalf of the Seller are authorized to do so. This Agreement and all of the documents to be delivered by the Seller at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of the Seller, enforceable against the Seller in accordance with their terms.

(2) Conflicts. To Seller's Knowledge, there is no agreement to which the Seller is a party or binding on the Seller or the Property, which is in conflict with this Agreement or which would limit or restrict the timely performance by the Seller of its obligations pursuant to this Agreement.

(3) Documents and Records. The Seller has provided (or upon the execution hereof will concurrently provide) to the Purchaser true, correct and complete copies of the items scheduled in **Schedule 6(a)(3)** attached hereto (all of the foregoing collectively the "**Property Information**") including, without limitation, the most recent survey of the Property in Seller's possession or control, if any (the "**Survey**").

(4) Litigation. There is no action, suit or proceeding pending or, to the Seller's Knowledge, threatened against either the Seller or the Property which (i) if adversely determined, would materially affect the Property, or (ii) challenges or impairs the Seller's ability to execute, deliver or perform this Agreement or consummate the transaction contemplated hereby.

(5) Leases. There are no leases, licenses, occupancy or use, or other rental agreements to which the Seller is a party or is bound affecting any portion of the Premises as of the Effective Date, which will be in force on the Closing Date.

(6) Service Contracts. Except as scheduled in **Schedule 6(a)(6)** (the "**Services Contracts**") there are no Service Contracts to which the Seller is a party or is bound affecting any portion of the Premises as of the Effective Date, which will be in force on the Closing Date.

(7) Notice of Violations. The Seller has received no written notice that either the Property or the use thereof violates any laws, rules and regulations of any federal, state, city or county government or any agency, body, or subdivision thereof having any jurisdiction over the Property that have not been resolved to the satisfaction of the issuer of the notice.

(8) Withholding Obligation. The Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

(9) Condemnation. There are no pending or, to the Seller's Knowledge, threatened condemnation or similar proceedings affecting the Property or any part thereof.

(10) Intentionally Omitted.

(11) Environmental. Seller has no actual knowledge of any violation of Environmental Laws (as defined below) related to the Property or the presence or release of Hazardous Materials (as defined below) on or from the Property. Seller has not manufactured, introduced, released or discharged from, on, under or adjacent to the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. The term “**Environmental Laws**” includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement, and all state, county and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

(12) ERISA. Seller is not (i) an “employee benefit plan” (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”)) that is subject to the provisions of Title I of ERISA, (ii) a “plan” that is subject to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code of 1986 (the “**Code**”) or (iii) an entity whose assets are treated as “plan assets” under ERISA by reason of an employee benefit plan or plan’s investment in such entity.

(13) OFAC. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”). Further, Seller covenants and agrees to make its policies, procedures and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonably prior notice. Neither Seller nor any beneficial owner of Seller: (A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”); (B) is a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; (C) is owned or controlled by, nor acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or (D) shall transfer or permit the transfer of any interest in Seller or any beneficial owner in Seller to any person or entity who is, or any of whose beneficial owners are, listed on the Lists. Seller hereby covenants and agrees that if Seller obtains knowledge that Seller or any of its beneficial owners becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of written notice thereof to Seller. In such event the Earnest Money shall promptly

be returned to Purchaser, and neither party shall have any further liability or obligation to the other under this Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is intended to survive the termination of this Agreement.

For purposes of this **Section 6(a)**, the term “**Seller’s Knowledge**” means the actual knowledge of Andy Dill and Jody Sloane, in their respective capacity as the Managing Member of JCD Pickaway Farm LLC and Manager of Sunshine & Smooch LLC, whom the Seller represents to the Purchaser are the persons who are the most knowledgeable about the Property.

(b) **The Purchaser’s Representations and Warranties.** As a material inducement to the Seller to execute this Agreement and consummate this transaction, the Purchaser represents and warrants to the Seller that the Purchaser has been duly organized and is validly existing as a limited liability company organized pursuant to the laws of the State of Delaware, and if required to consummate the transaction, will be registered to transact business as a foreign limited liability company under the laws of the State of Ohio. The Purchaser has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the purchase, and make or cause to be made the deliveries and undertakings contemplated herein or hereby. The persons signing this Agreement on behalf of the Purchaser are authorized to do so. This Agreement and all of the documents to be delivered by the Purchaser at the Closing have been (or will be) authorized and properly executed and will constitute the valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms.

(c) **Representations and Warranties Prior to Closing.** The continued validity in all respects of the foregoing representations and warranties shall be a condition precedent to the obligation of the party to whom the representation and warranty is given to close the transaction contemplated herein. If (i) any of the Seller’s representations and warranties shall not be true and correct at any time on or before the Closing whether or not true and correct as of the Effective Date, or (ii) any change in facts or circumstances has made the applicable representation and warranty no longer true and correct and regardless as to whether the Purchaser becomes aware of such fact through the Seller’s notification or otherwise, then the Purchaser may, at the Purchaser’s option, exercised by written notice to the Seller (and as its sole and exclusive remedy), either (y) proceed with this transaction, accepting the applicable representation and warranty as being modified by such subsequent matters or knowledge and waiving any right relating thereto, if any, or (z) terminate this Agreement and declare this Agreement of no further force and effect, in which event the Earnest Money shall be immediately returned to the Purchaser and the Seller shall have no further liability hereunder by reason thereof, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement, any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, and, if the breach of any representation and warranty of the Seller hereunder results from the willful and intentional act of the Seller, the Purchaser shall also have the rights and remedies available to the Purchaser under **Section 18(b)** of this Agreement upon a default by the Seller of its obligations under this Agreement.

(d) **Covenants of the Seller.** The Seller covenants and agrees that during the period from the Effective Date through and including the Closing Date:

(1) The Seller will timely pay and perform its obligations under the Service Contracts. The Seller agrees to effectively terminate (and give written notices of such termination to all of the other parties thereto), effective as of Closing, all Service Contracts. Seller agrees that it will not amend or terminate any Service Contracts prior to the Closing Date without the prior written consent of Purchaser in each instance.

(2) Following the expiration of the Initial Due Diligence Period, the Seller will not enter into any contract or agreement, including any lease, that will be an obligation affecting the Property subsequent to the Closing Date.

(3) The Seller will continue to operate and maintain the Property in accordance with past practices and will not make any material alterations or changes thereto.

(4) The Seller will maintain casualty and liability insurance of a level and type consistent with the insurance maintained by the Seller prior to the execution of this Agreement with respect to the Property.

(5) The Seller shall not do anything, nor authorize anything to be done, which would adversely affect the condition of title as shown on the Title Commitment.

(6) The Seller agrees to cooperate and shall execute all documents related to any zoning, permitting or authorizations related to the Property as Purchaser may reasonably deem necessary or appropriate in connection with Purchaser's intended use and development of the Property, including without limitation, those required by governmental authorities.

(7) The Seller agrees to notify Purchaser within two (2) business days of obtaining any Seller's Knowledge that any of the representations and warranties of the Seller set forth in **Section 6(a)** of this Agreement have become untrue or incorrect.

7. **Initial Due Diligence Period and Government Approvals Period.**

(a) The Purchaser shall have a period beginning on the Effective Date and ending at 11:59 p.m., local time where the Premises is located, on the date which is ninety (90) days from the later of (i) the Effective Date and (ii) the date upon which Seller delivers to Purchaser all of the deliveries outlined on **Schedule 6(a)(3)** to this Agreement (the "**Initial Due Diligence Period**"), to examine, inspect, and investigate the Property and, in the Purchaser's sole discretion, to determine whether the Purchaser wishes to proceed to purchase the Property and develop the Property as Purchaser determines (the "**Project**"). Notwithstanding anything herein to the contrary, in the event that any of the deliveries outlined on **Schedule 6(a)(3)** to this Agreement are not delivered to the Purchaser on the Effective Date, the Due Diligence Period shall be extended by the same number of days as equals any delay in delivery to the Purchaser.

(b) Upon the expiration of the Initial Due Diligence Period, Purchaser shall have an additional ninety (90) days (the "**Government Approvals Period**") to obtain all necessary approvals from relevant authorities required to complete the Project, including, without limitation, the approvals required to (1) annex the Property into Groveport, Ohio; (2) obtain Planned Industrial

Park zoning for the Property; (3) subdivide the Property as required by Purchaser to accommodate the Project; (4) receive a fifteen (15) year, one hundred percent (100%) tax abatement from the local taxing authorities, including the local school districts; (5) develop the Project consistent with the site plan; and (6) any necessary approvals relating to utilities (subsections 7(a)(1) through 7(a)(6) and any other necessary approvals for the completion of the Project being referred to herein as the “**Government Approvals**”). Upon the commencement of the Government Approvals Period, of the Initial Earnest Money shall be deemed non-refundable, other than with regard to a Seller default, and the remaining of the Initial Earnest Money shall be deemed non-refundable, other than with regard to either a Seller default or Purchaser not being able to obtain the Government Approvals by the end of the Government Approvals Period. Notwithstanding the foregoing, all of the Initial Earnest Money shall be deemed nonrefundable, other than with regard to a Seller default, at the end of the date that is thirty (30) days after the expiration of the Initial Due Diligence Period. The Initial Due Diligence Period, and the Government Approvals Period, if applicable, are collectively referred to in this Agreement as the “**Due Diligence Period**.”

(c) Seller shall refrain from planting crops on the Premises if Purchaser so requests to Seller in writing (such writing being hereinafter referred to as the “**Crop Notice**”) on or before April 1, 2021. If either (i) Purchaser does **not** deliver the Crop Notice, and Purchaser subsequently acquires the Property pursuant to this Agreement, or (ii) Purchaser does timely deliver the Crop Notice, and Purchaser does not acquire the Property (unless Purchaser’s failure to acquire the Property is due to a default by Seller), then in either case, Purchaser shall pay a fee to Seller in the amount of per acre of land, or fraction thereof on a pro rata basis, that is either (1) in instance (i) above, damaged by the Project, or (2) in instance (ii) above, not planted but that would have been planted if not for Purchaser’s delivery of the Crop Notice (such amount to be determined based on the acreage planted on the Premises or affected portion of the Premises in the past three years). The provisions of this **Section 7(c)** shall survive the closing.

(d) The Purchaser may terminate this Agreement for any reason or for no reason by giving written notice of such termination to the Seller on or before the last day of the Government Approvals Period. If this Agreement is terminated pursuant to this **Section 7** prior to the expiration of the Initial Due Diligence Period, or this Agreement is terminated due to a Seller default, the Earnest Money shall be immediately returned to the Purchaser, and if Purchaser terminates this Agreement pursuant to this **Section 7** after the expiration of the Initial Due Diligence Period but prior to the expiration of the Government Approvals Period and Purchaser is unable to obtain the Government Approvals prior to the expiration of the Government Approvals Period, of the Earnest Money shall be immediately returned to the Purchaser, and in either case, neither party shall have any further liability or obligation to the other under this Agreement except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement.

(e) Intentionally Omitted.

(f) The Purchaser, during the Initial Due Diligence Period, the Government Approvals Period, and through the Closing, shall have reasonable access to the Property for the

purpose of conducting, surveys, architectural, engineering, geo-technical and environmental inspections and tests, and any other inspections, studies, or tests reasonably required by the Purchaser. The Purchaser shall give the Seller not less than twenty-four (24) hours prior telephonic notice before entering onto the Premises to perform inspections or tests, and in the case of tests (i) the Purchaser shall specify to the Seller the precise nature of the test to be performed, and (ii) the Seller may require, as a condition precedent to the Purchaser's right to perform any such test, that the Purchaser deliver the Seller evidence of public liability and other appropriate insurance naming the Seller as an additional insured thereunder. Such examination of the physical condition of the Property may include an examination for the presence or absence of hazardous or toxic materials, substances or wastes (collectively, "**Hazardous Materials**"), which shall be performed or arranged by the Purchaser at the Purchaser's sole expense. The Purchaser shall keep the Property free and clear of any liens and will indemnify, protect, defend, and hold each of the Seller and its officers, directors members, managers, employees, and agents (each, a "**Seller Related Party**") harmless from and against all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from physical damage to the Premises and injury to persons asserted against or incurred by any Seller Related Party as a result of such entry by the Purchaser, its agents, employees or representatives. If any inspection or test damages the Property and the Purchaser does not acquire the Property, the Purchaser will restore the Property to substantially the same condition as existed prior to any such inspection or test. The Purchaser and its agents, employees and representatives may, upon not less than 24 hours prior telephonic notice to the Seller, examine and make copies of all books and records and other materials relating to the condition of the Property in the Seller's possession at the location where such records are maintained. Any information provided to or obtained by the Purchaser with respect to the Property shall be subject to the provisions of **Section 22(o)** of this Agreement.

8. **As Is Sale.**

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER SET FORTH IN THIS AGREEMENT AND THE CLOSING DOCUMENTS (AS DEFINED BELOW), THE PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING THE SELLER SHALL TRANSFER AND CONVEY TO THE PURCHASER AND THE PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT OR IN ANY AGREEMENT OR INSTRUMENT EXECUTED BY THE SELLER AND DELIVERED TO THE PURCHASER AT CLOSING ("CLOSING DOCUMENTS").

9. **Survival of Representations After Closing.**

All representations and warranties of the Seller herein shall survive the Closing for a period of one (1) year (the "**Limitation Period**").

10. **Closing.**

(a) The closing shall be accomplished through the escrow referred to in **Section 10(b)** below, and shall take place on the date (the "**Closing Date**") that is selected by the Purchaser by written notice to the Seller, which date shall be no later than fifteen (15) days after the date

upon which the Government Approvals Period expires, provided that all conditions precedent to the Closing have been fulfilled or have been waived in writing by the respective party entitled to waive same. Notwithstanding the foregoing, in the event Purchaser has not received financing for the acquisition of the Property, on terms and condition acceptable to Purchaser in its sole discretion, or such lender needs additional time to provide such financing, Purchaser shall have, in its sole discretion, the unilateral (one time only) right to extend the Closing Date for up to five (5) business days by providing Seller with written notice of such election to extend on or prior to the Closing Date.

(b) On or prior to the date set for Closing under this Agreement, the parties shall establish a customary deed and money escrow with the Title Insurer. Counsel for the respective parties are hereby authorized to execute the escrow trust instructions as well as any amendments thereto on behalf of their respective clients.

11. **Conditions to the Purchaser's Obligation to Close.**

(a) The Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived in writing by the Purchaser:

(1) This Agreement shall not have been previously terminated pursuant to any other provision hereof;

(2) The Seller shall be prepared to deliver or cause to be delivered to the Purchaser all instruments and documents to be delivered to the Purchaser at the Closing pursuant to **Section 14** and **Section 16** or any other provision of this Agreement;

(3) All Service Contracts shall have been effectively terminated on or prior to the Closing at no cost, liability or expense to the Purchaser;

(4) Seller shall have performed all of its obligations required to be performed hereunder on or before Closing;

(5) Intentionally Omitted;

(6) The Title Insurer shall have committed to issue a title policy satisfying the requirements of **Section 13** hereof;

(7) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against or involving Seller that would materially and adversely affect Seller's ability to perform its obligations under this Agreement;

(8) Intentionally Omitted;

(9) Purchaser shall have conducted, immediately prior to the Closing, a re-inspection of the Property which confirms that no material change has occurred from

the date of the original Property inspection. If the Property has materially changed from the date of the original Property inspection, the Purchaser shall have the rights and remedies under **Section 18(b)** hereof; and

(10) Seller shall be in good standing and it and the Property shall be in full compliance with all loan covenants, construction agreements and building and zoning codes and the Property shall be free of all liens, with the exception of the mortgage lien, which shall be paid from the proceeds at Closing and any improvements thereon shall have a permanent certificate of occupancy or its reasonable equivalent under applicable law and all licenses, permits and other approvals necessary for the current operations at the Property, if any.

(11) Seller shall have terminated, effective on or before Closing, that certain oral lease agreement for farming on the Premises by and between Seller and Dill Brothers (the “**Farm Lease**”).

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then subject to the provisions of **Section 18(b)** hereof, the Purchaser may elect, upon notice to the Seller, to either (1) terminate this Agreement, in which event the Earnest Money shall be immediately released to the Purchaser and neither party shall have any further liability or obligation to the other, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, or (2) waive any one or more of the foregoing conditions and proceed to Closing.

12. **Conditions to the Seller’s Obligation to Close.**

(a) The Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by the Seller:

(1) The Purchaser shall be prepared to pay to the Seller the Purchase Price and all other amounts to be paid to it at Closing pursuant to the provisions of this Agreement;

(2) The Purchaser shall be prepared to deliver to the Seller all instruments and documents to be delivered to the Seller at the Closing pursuant to **Section 15** and **Section 16** or any other provision of this Agreement; and

(3) This Agreement shall not have been previously terminated pursuant to any other provision hereof for reasons other than Seller’s breach or default, Purchaser’s termination during due diligence (including without limitation due to title and survey objection), or by the mutual agreement of the parties.

(b) In the event that any of the foregoing conditions shall not have been fulfilled on or before the time for Closing hereunder, then subject to the provisions of **Section 18(a)** hereof, the Seller may elect, upon notice to the Purchaser, to terminate this Agreement, in which event the Earnest Money shall be immediately released to the Seller and neither party shall have any further liability or obligation to the other, except for the indemnity provisions set forth in **Section 22(p)**

of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement.

13. **Title Insurance.**

(a) Promptly after the Effective Date, the Purchaser, at Seller's sole cost and expense, shall order (or cause the Title Insurer to deliver to the Purchaser) a commitment for the Title Policy described in **Section 13(b)** below, dated on or after the Effective Date, or, if not possible to obtain a title commitment with such effective date at such time, as recently as Title Insurer can obtain (the "**Title Commitment**"), together with legible copies of all of the underlying documentation described in such Title Commitment (the "**Title Documents**") to the extent not already delivered to Purchaser. Seller has delivered the Survey to Purchaser. Purchaser may order an updated ALTA survey at Purchaser's sole cost and expense (the "**Updated Survey**").

(b) Purchaser shall have a period of thirty (30) days after receipt by Purchaser of the latest of the Survey, the Updated Survey, if any, the Title Commitment and the Title Documents ("**Title Review Period**") in which to review the Title Commitment, the Title Documents, the Updated Survey, if any, and the Survey and notify Seller in writing, at Purchaser's election, of such objections as Purchaser may have to any matters contained therein ("**Purchaser's Objection Notice**"; any of said objections listed on Purchaser's Objection Notice are deemed the "**Objectable Exceptions**"). If Seller does not notify Purchaser in writing within three (3) business days after receiving the Purchaser's Objection Notice, Seller shall conclusively be deemed to have agreed to remove all said Objectable Exceptions at or before Closing. On the other hand, if Seller notifies Purchaser in writing within three (3) business days after receipt of the Purchaser's Objection Notice that it has elected not to cure one or more of said Objectable Exceptions ("**Seller's Notice**") (subject to Seller's obligation to remove or cure those items referenced in **Section 13(f)(4) and (5)** below) (and if necessary, the Initial Due Diligence Period and Title Review Period shall be extended to compensate for such timeframe), Purchaser shall have the right to either (a) terminate this Agreement by delivering written notice within five (5) business days after receipt of such Seller's Notice, in which event, the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations under the Agreement, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement, or (b) Purchaser may consummate the transaction contemplated by this Agreement in accordance with the terms hereof, in which event, all those Objectable Exceptions that Seller has so elected not to cure shall conclusively be deemed to constitute "**Permitted Encumbrances**". Notwithstanding the foregoing, prior to Closing, Purchaser may, at its cost and expense, obtain an update or endorsement to the Title Commitment which updates the effective date of the Title Commitment. If such update or endorsement adds any previously unlisted title or survey exceptions to Schedule B-II of the Title Commitment or its equivalent which: (i) renders title to the Premises unmarketable, (ii) would materially and adversely affect Purchaser's contemplated use(s) of the Premises, and/or (iii) may increase the costs to complete any project that Purchaser desires to construct on the Premises by more than in the aggregate, each as determined in Purchaser's reasonable discretion, then Purchaser may object to any such new exception(s) by delivering written notice to Seller prior to Closing and any such notice shall: (x) be treated as a Purchaser's Objection Notice, (y) the exception(s) objected to in any such notice shall be treated as Objectable Exceptions, and (z) the Seller shall have until the

earlier to occur of: (1) the time period provided under Section 13(b), or (2) the Closing, to respond to such Purchaser's Objection Notice; provided, however, that matters of title or survey created by, through, or under Purchaser, if any, shall not be objectionable and shall automatically be deemed additional Permitted Encumbrances.

(c) The Seller shall cause to be delivered to the Purchaser at Closing an owner's title insurance policy with extended coverage (the "**Title Policy**") issued by the Title Insurer, dated the day of Closing, in the full amount of the Purchase Price, the form of which shall be American Land Title Association Owner's Policy, Standard Form B, 2006 (or such other form required or promulgated pursuant to applicable state insurance regulations), subject only to the Permitted Exceptions (as defined below). The Title Policy may contain any endorsements requested by the Purchaser; provided that, the Purchaser shall satisfy itself as to the availability of any such endorsements prior to the expiration of the Initial Due Diligence Period. The costs of any such endorsements shall be paid for by the Purchaser unless otherwise provided herein.

(d) Prior to the expiration of the Title Review Period, the Purchaser shall review title to the Premises as disclosed by the Title Commitment, the Survey and the Updated Survey, and satisfy itself as to the availability from the Title Insurer of all requested endorsements to such Title Policy.

(e) The Seller shall have no obligation to remove or cure title objections, except for (1) liens of an ascertainable amount, which liens the Seller shall cause to be released at the Closing or affirmatively insured over by the Title Insurer with the Purchaser's approval and, (2) any exceptions or encumbrances to title which are created by the Seller after the Effective Date without the Purchaser's consent. In addition, the Seller and Purchaser shall provide the Title Insurer with all affidavits, ALTA statements or personal undertakings (collectively, the "**Owner's Affidavit**"), in form and substance reasonably acceptable to the Title Insurer, that will permit the Title Insurer to provide extended coverage and to remove the standard "mechanic's lien" and "GAP" exceptions and otherwise issue the Title Policy.

(f) "**Permitted Exceptions**" shall mean: (1) any exception arising out of an act of the Purchaser or its representatives, agents, employees or independent contractors; (2) zoning and subdivision ordinances and regulations; (3) Permitted Encumbrances, as described in Section 13(b) above; (4) other title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which Seller (with the consent of Purchaser) elects to have removed or insured over by the Title Insurer by the payment of money and which are removed or insured over at or prior to Closing; and (5) real estate taxes and assessments not yet due and payable.

14. **Documents to be Delivered to the Purchaser at Closing.**

At Closing, the Seller shall deliver or cause to be delivered to the Purchaser each of the following instruments and documents:

- (a) Deed. The Deed, in the form attached hereto as Exhibit B.
- (b) Intentionally Omitted.

(c) The Title Policy. The Title Policy, provided, however, that the Title Policy may be delivered after the Closing if at the Closing the Title Insurer, issues a currently effective, duly-executed “marked-up” Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the “marked-up” Title Commitment after the Closing.

(d) Transfer Tax Declarations. Original copies of any required real estate transfer tax excise or documentary stamp tax declarations executed by the Seller or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.

(e) FIRPTA. An affidavit, in the form attached hereto as **Exhibit D**, stating the Seller’s U.S. taxpayer identification number and that the Seller is a “United States person”, as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b).

(f) Owner’s Affidavit. The Owner’s Affidavit referred to in **Section 13(e)** above.

(g) Surveys, Plans, Permits and Specifications. All existing surveys, blueprints, drawings, designs, plans and specifications, permits, and operating manuals for or with respect to the Premises or any part thereof to the extent the same are in the Seller’s possession or control.

(h) Intentionally Omitted.

(i) Certificate. A certificate of the Seller dated as of the Closing Date certifying that the representations and warranties of the Seller set forth in **Section 6(a)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.

(j) Intentionally Omitted.

(k) Termination of Property Management Agreement. Written evidence and, if applicable, lien waivers, in form and substance reasonably acceptable to Purchaser, that there is no property management agreement affecting the Premises as of the Closing.

(l) Termination of Farm Lease. Written evidence in form and substance reasonably acceptable to Purchaser, that the Farm Lease has been terminated, with such termination effective on or before the Closing.

(m) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

15. Documents to be Delivered to the Seller at Closing.

At Closing, the Purchaser shall deliver or cause to be delivered to the Seller each of the following instruments, documents and amounts:

(a) Purchase Price. The Purchase Price calculated pursuant to **Section 5** hereof, subject to adjustment and proration as provided in **Section 17** below.

(b) Transfer Tax Declarations. Original copies of any required real estate transfer tax or documentary stamp tax declarations executed by the Purchaser or any other similar documentation required to evidence the payment of any tax imposed by the state, county and city on the transaction contemplated hereby.

(c) Certificate. A certificate of the Purchaser dated as of the Closing Date certifying that the representations and warranties of the Purchaser set forth in **Section 6(b)** of this Agreement as applicable, remain true and correct in all material respects as of the Closing Date.

(d) Access Easement. An easement (the “**Access Easement**”) in proper form for recordation in Franklin County, Ohio granting Seller and Seller’s agents the right to pedestrian and vehicular access, including for farm equipment and other apparatuses used in connection with a modern agricultural operation, upon, over, and across that certain easement area depicted on **Exhibit A**, which easement area shall be not less than twenty (20) feet in width. The Access Easement shall run with the land, and shall be a standard agricultural access agreement in terms of base. Purchaser shall collaborate with Seller in good faith in preparation of the ground for the Access Easement and the parties agree that it shall be crushed stone of sufficient thickness and density to support modern agricultural equipment. Initial costs of constructing the roadway for the Access Easement shall be borne by Purchaser, with Seller responsible for all maintenance costs thereafter. Purchaser shall include instructions to record the Access Easement in connection with Closing in its escrow instructions as described in **Section 10(b)**.

(e) Other Documents. Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

16. **Documents to be Delivered by the Seller and the Purchaser at Closing.**

At Closing, the Purchaser and the Seller shall deliver or cause to be delivered each of the following instruments and documents:

(a) Escrow Instructions. Escrow instructions as described in **Section 10(b)**.

(b) Settlement Statement. A fully executed settlement statement.

17. **Prorations and Adjustments.**

(a) Prorations and Adjustments. Real estate and personal property taxes and assessments will be prorated between Purchaser and Seller for the period for which such taxes are assessed, regardless of when payable. If the current tax bill is not available at Closing, then the proration shall be made on the basis of one hundred ten percent (110%) of the most recent ascertainable tax assessment and tax rate. Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the fiscal year in which Closing occurs or any prior years have not been paid before Closing, Purchaser shall be credited by Seller at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period before the Closing Date and Purchaser shall pay (or cause to be paid) the taxes and assessments prior to their becoming delinquent. If taxes and assessments for the fiscal year in which Closing occurs have been paid before Closing (or are paid at Closing

with proceeds from the Purchase Price), Seller shall be credited by Purchaser at the time of Closing with an amount equal to that portion of such taxes and assessments which are ratably attributable to the period from and after the Closing Date. All prorations pursuant to this **Section 17** shall be final.

(b) **Utilities.** All utilities, if any, shall be prorated based upon estimates using the most recent actual invoices. Seller shall receive a credit for the amount of deposits, if any, with utility companies that are transferable and that are assigned to Purchaser at the Closing. In the case of non-transferable deposits, Purchaser shall be responsible for making any security deposits required by utility companies providing service to the Premises.

18. **Default; Termination.**

(a) If the Purchaser defaults in any material respect hereunder, the Seller's sole remedy shall be to terminate this Agreement, which termination shall become effective if Purchaser has not cured such default within five (5) business days after receiving written notice from Seller of such default, whereupon the Earnest Money (or the portion thereof which has been deposited by the Purchaser with the Title Insurer) shall be retained by the Seller as liquidated damages as the Seller's sole and exclusive remedy, and neither party shall have any further liability or obligation to the other, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement. The parties acknowledge and agree that the Seller's actual damages in the event of purchaser's default are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined and is not a penalty. The Seller may not exercise its sole remedy if the Seller is in default in any material respect under this Agreement.

(b) If the Seller defaults in any material respect hereunder, the Purchaser may, at its sole election, either:

(1) Terminate this Agreement, whereupon the Earnest Money shall be immediately returned to the Purchaser and neither party shall have any further liability or obligation to the other, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) Assert and seek judgment against the Seller for specific performance, provided that if a court of competent jurisdiction determines that the remedy of specific performance is not available to the Purchaser (for example, but not in limitation, because the Seller's default arose under the last sentence of **Section 6(c)** or the Seller has sold all or any portion of the Property to a third party in violation of the terms of this Agreement), then the Purchaser shall have all remedies available to it at law or in equity, including, without limitation, the right to seek judgment against the Seller for actual contract damages.

The Purchaser may not exercise its remedies hereunder if the Purchaser is in default in any material respect under this Agreement.

19. **Expenses.**

(a) Title insurance premiums for the Title Policy (other than the costs of extended coverage and the cost of the endorsements to such Title Policy), all State and county transfer taxes owed in connection with the recordation of the Deed or the transaction contemplated by this Agreement, all recording fees respecting the Deed, and one-half (½) of the escrow fee, shall be borne and paid by the Seller.

(b) The costs of extended coverage and the endorsements to the Title Policy, the costs of updating or obtaining the Updated Survey, one-half (½) of the escrow fee, and all costs payable to the Franklin County, Ohio treasurer in connection with the CAUV program as it relates to the consummation of the transaction contemplated by this Agreement, shall be borne and paid by the Purchaser.

(c) All other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with applicable law or local custom.

20. **Intermediaries.**

(a) The Purchaser and the Seller acknowledge and agree that Rick Trott with CBRE (the “**Broker**”) has acted as a broker in connection with this transaction. Upon Closing, the Purchaser agrees to pay a brokerage commission to the Broker per separate agreement with the Broker. To the extent customary on commercial real estate transactions where the Premises are located, the Purchaser shall provide from the Broker a broker lien release to the extent and in the form required by applicable law stating that the Broker has been paid in full, stating the commission received, and releasing all of the Broker’s rights and interests in the Property.

(b) The Seller represents to the Purchaser, and the Purchaser represents to the Seller, that there is no broker, finder, or intermediary of any kind with whom such party has dealt in connection with this transaction other than as set forth above in **Section 20(a)** of this Agreement. Except as expressly set forth above, if any claim is made for broker’s or finder’s fees or commissions in connection with the negotiation, execution or consummation of this Agreement or the transactions contemplated hereby by or through acts of Seller or Purchaser or their respective partners, agents or affiliates, then Seller or Purchaser, as applicable, shall defend, indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party, which obligation shall survive Closing.

21. **Condemnation**

(a) If, prior to Closing, any condemnation proceeding is commenced or threatened in writing by a governmental or quasi-governmental agency with the power of eminent domain (“**Condemnation**”), then

(1) The Purchaser may elect, within ten (10) business days from and after its receipt of written notice of such Condemnation, by written notice to the Seller, to terminate this Agreement, and if necessary the time of Closing shall be extended to permit such election. In the event of an election to terminate, the Earnest Money shall be

immediately returned to the Purchaser and neither party shall have any liability to the other by reason hereof, except for the indemnity provisions set forth in **Section 22(p)** of this Agreement and any other provision of this Agreement that is expressly intended to survive the termination of this Agreement; or

(2) In the event the Purchaser does not timely elect to terminate pursuant to subsection (a) above, the transaction contemplated hereby shall be closed without a reduction in the Purchase Price, and the Seller shall assign to the Purchaser the Seller's rights in any Condemnation award to be paid to Purchaser in connection with such Condemnation.

22. **General Provisions.**

(a) **Entire Agreement.** This Agreement, including all exhibits and schedules attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties with respect to the subject matter contained herein, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants related to such subject matter not contained herein.

(b) **Amendments in Writing.** This Agreement may be amended only by a written agreement executed by all of the parties hereto. Purchaser and Seller agree that any amendments or modifications to this Agreement may be entered into by either Purchaser or its counsel or Seller or its counsel (including without limitation, amendments or modifications related to title and survey matters) and the execution of an amendment or modification by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party until the time that the Purchaser or Seller notifies the other party in writing that their respective counsel does not have authority to amend or modify this Agreement on its behalf.

(c) **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

(d) **Time of the Essence.** Time is of the essence of this Agreement. However, if the Purchaser is acting diligently and in good faith to proceed with the consummation of the transaction contemplated by this Agreement on the Closing Date, the Seller will, upon the written request of the Purchaser, extend the Closing Date, one time only, up to three (3) business days. In the computation of any period of time provided for in this Agreement or by law, any date falling on a Saturday, Sunday or legal holiday when banks are not open for business in either: (i) Chicago, Illinois and/or (ii) Columbus, Ohio shall be deemed to refer to the next day which is not a Saturday, Sunday, or legal holiday when banks are not open for business in such locations (herein, a "business day"). If not specified otherwise in this Agreement, all time periods and/or dates referenced herein shall end at 11:59 p.m. local time where the Premises is located.

(e) **Severability.** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall

not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

(f) Headings. Headings of sections are for convenience of reference only, and shall not be construed as a part of this Agreement.

(g) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective successors, and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, provided that this Agreement may be assigned by the Purchaser to an affiliate provided that, such assignment shall not release the Purchaser from its obligations under this Agreement.

(h) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice if given in writing and delivery is made either by (i) personal delivery, in which case the notice shall be deemed received the date of such personal delivery or refusal of receipt, (ii) nationally recognized overnight air courier service, next day delivery, prepaid, in which case the notice shall be deemed to have been received one (1) business day following delivery to such nationally recognized overnight air courier service or refusal of receipt, (iii) facsimile, provided that at the time of being sent by facsimile, delivery thereof is confirmed by sender's receipt of a transmission report generated by sender's facsimile machine, which confirms that the facsimile was successfully transmitted, or (iv) email, provided that delivery thereof is acknowledged by the receiving party, evidenced by the sender's receipt of a receipt evidencing delivery from its email program, or the sender of an email notice otherwise does not receive any indication that such email did not get delivered properly to the applicable recipient, and to the following addresses, facsimile numbers or email addresses, as applicable:

IF TO THE PURCHASER:

CA Industrial Holdings, LLC
130 E. Randolph Street, Suite 2100
Chicago, Illinois 60601
Attention: Michael Podboy and Jim McGill
Email: mpodboy@ca-ventures.com & jmcgill@ca-ventures.com

with copies to:

Polsinelli PC
150 N. Riverside, Suite 3000
Chicago, Illinois 60606
Attention: Eric G. Greenfield & Keith H. Londo
Facsimile: (312) 602-3946
Email: egreenfield@polsinelli.com &
klondo@polsinelli.com

IF TO THE SELLER:

Sunshine & Smooch LLC
2260 Bixby Road
Lockbourne, Ohio 43137
Attention: Jody Sloane

And to:

JCD Pickaway Farm LLC
6035 Milledgeville-Octa Road
Washington CH, Ohio 43160
Attention: Andy Dill

with copies to:

Jess C. Weade
220 East Market Street
Washington CH, Ohio 43160
Email: weadelaw@hotmail.com

or to such additional or other persons, at such other address or addresses as may be designated by notice from the Purchaser or the Seller, as the case may be, to the other party. Any notice to be delivered pursuant to this Agreement (including without limitation, any notice or responses related to title, survey or other due diligence matters) may be delivered by either Purchaser or its counsel or Seller or its counsel and the delivery of notice by counsel instead of the applicable Purchaser or Seller is expressly permitted and agreed to by the parties to this Agreement and each party's counsel shall be deemed a permitted and authorized agent of such party for purposes of delivering notices until the time that the Purchaser or Seller notifies the other party in writing that their counsel does not have authority to deliver notices of this Agreement on its behalf, respectively.

(i) Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Ohio. Purchaser and Seller hereby submit to the jurisdiction of Franklin County, Ohio Court of Common in respect of any suit or other proceeding brought in connection with or arising out of this Agreement, and venue shall be in Franklin County, Ohio. The provisions of this **Section 22(i)** shall survive the closing.

(j) Counterparts; Non-Paper Records. This Agreement may be signed or otherwise authenticated in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so authenticated, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature or other authentication delivered by facsimile or electronic transmission shall be deemed to be an original signature hereto. Each party who signs or otherwise authenticates this Agreement hereby: (1) agrees that the other party may create a duplicate of this Agreement by storing an image of it in an electronic or other medium (a "**Non-Paper Record**"); (2) agrees that, after creating the Non-Paper Record, such party may discard or destroy the original in reliance on this Section; (3) agrees that the Non-Paper Record shall be treated as the original for all purposes; and (4) expresses its present

intent to adopt and accept the Non-Paper Record as an authenticated record of this Agreement. This Agreement, when signed or authenticated pursuant to this Section, shall be evidence of the existence of this Agreement and may be received in all courts and public spaces as conclusive evidence of the existence of this Agreement and that this Agreement was duly executed by the parties to this Agreement.

(k) Attorney's Fees. In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover all costs and expenses including its attorneys' fees in such action or proceeding in such amount as the court may adjudge reasonable. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments made or positions taken in the proceedings could fairly be said to have prevailed over the other party's major arguments or positions on major disputed issues in the court's decision. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

(l) Construction. This Agreement shall not be construed more strictly against the Purchaser merely by virtue of the fact that the same has been prepared by the Purchaser or its counsel, it being recognized both of the parties hereto have contributed substantially and materially to the preparation of this Agreement. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders and any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(m) Reporting Obligations. The Seller and the Purchaser hereby designate the Title Insurer to act as and perform the duties and obligations of the "reporting person" with respect to the transaction contemplated by this Agreement for purposes of 26 C.F.R. Section 1.6045-4(e)(5) relating to the requirements for information reporting on real estate transaction closed on or after January 1, 1991. If required, the Seller, the Purchaser and the Title Insurer shall execute at Closing a designation agreement designating the Title Insurer as the reporting person with respect to the transaction contemplated by this Agreement.

(n) 1031 Exchange. The Seller and the Purchaser may each structure the sale of the Property as a like-kind exchange under Internal Revenue Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate therein, provided that such party shall incur no material costs, expenses or liabilities in connection with such party's exchange and the other party shall not be required to take title to or contract for purchase of any other property. If either party uses a qualified intermediary to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party hereunder.

(o) Confidentiality/Exclusivity. The: (i) Purchaser and its respective representatives shall hold in strictest confidence all data and information obtained with respect to the operation and management of the Property and the terms and conditions of this Agreement, and (ii) Seller and its respective representatives shall hold in strictest confidence all data and information obtained with respect to Purchaser and its affiliates' operations and the terms and conditions of this Agreement, whether obtained before or after the execution and delivery hereof,

and shall not use such data or information for purposes unrelated to this Agreement or disclose the same to others except as expressly permitted hereunder. The preceding sentence shall not be construed to prevent either party from disclosing to: (y) its prospective lenders or investors, or to its officers, directors, attorneys, accountants, architects, engineers and consultants to perform their designated tasks in connection with the transaction contemplated by this Agreement; provided that such disclosing party advises any such third party of the confidential nature of the information disclosed, or (z) the Title Insurer. However, neither party shall have this obligation concerning information which: (a) is published or becomes publicly available through no fault of either the Purchaser or the Seller; (b) is rightfully received from a third party; or (c) is required to be disclosed by law. Seller agrees that as of the Effective Date, Seller shall not, directly or indirectly, through any officer, director, agent, representative or otherwise, market, solicit, initiate or encourage the making of any inquiries, engage in marketing, negotiations or other substantial discussions, or enter into any agreement with any party, with respect to the transaction contemplated under this Agreement and shall discontinue any marketing, pending discussions or negotiations with respect to the transaction contemplated hereunder.

(p) Indemnification. The Seller hereby agrees to indemnify, protect, defend and hold the Purchaser and its officers, directors, members, managers, partners, shareholders, employees and agents harmless from and against any third party loss, cost, damage, claim, liability or expense (including reasonable attorneys' fees and court costs) relating to the Property or as a result of a breach or inaccuracy of one of Seller's covenants, representations or warranties pursuant to this Agreement and arising or accruing at any time prior to the Closing or the earlier termination of this Agreement, as the case may be. This provision shall survive the Closing or the earlier termination of this Agreement, as the case may be.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE
SIGNATURE PAGE TO THIS REAL ESTATE AGREEMENT FOLLOWS.]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

SUNSHINE & SMOOCH LLC, an Ohio limited liability company

By: Jody Sloane
Name: Jody Sloane
Its: Manager

JCD PICKAWAY FARM LLC, an Ohio limited liability company

By: Andrew J. Dill
Name: Andrew J. Dill
Its: manager

PURCHASER:

CA INDUSTRIAL HOLDINGS, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

SELLER:

SUNSHINE & SMOOCH LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

JCD PICKAWAY FARM LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

PURCHASER:

CA INDUSTRIAL HOLDINGS, LLC, a Delaware limited liability company

By: Michael Podboy
Name: Michael Podboy
Its: Authorized Signatory

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS	DESCRIPTIONS
1. EXHIBIT A	DEPICTION OF THE PREMISES AND ACCESS EASEMENT
2. EXHIBIT B	FORM OF DEED
3. EXHIBIT C	INTENTIONALLY OMITTED
4. EXHIBIT D	FORM OF FIRPTA AFFIDAVIT
SCHEDULES	DESCRIPTIONS
1. 6(a)(3)	PROPERTY INFORMATION
2. 6(a)(6)	SERVICE CONTRACTS

EXHIBIT A

DEPICTION OF THE PREMISES AND ACCESS EASEMENT

[see attached]

Project		Catalog #		Type	
Prepared by		Notes		Date	

Voltage - Depends on Ckt Design

Color - Choose from Standards

Distribution - See Photometric

Mounting - Pole or Wall



McGraw-Edison

GLEON Galleon

Area / Site Luminaire

Typical Applications

Outdoor • Parking Lots • Walkways • Roadways • Building Areas

Interactive Menu

- Ordering Information page 2
- Mounting Details page 3
- Optical Distributions page 4
- Product Specifications page 4
- Energy and Performance Data page 4
- Control Options page 9

Product Certifications



Product Features



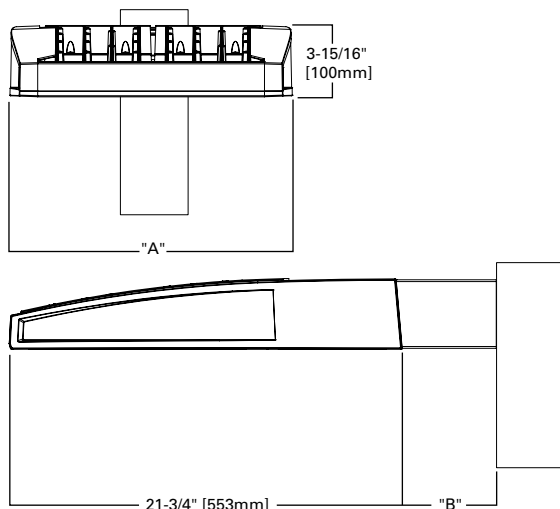
Quick Facts

- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt

Connected Systems

- WaveLink
- Enlighted

Dimensional Details



Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Extended Arm Length ¹	"B" Quick Mount Arm Length	"B" Quick Mount Extended Arm Length
1-4	15-1/2"	7"	10"	10-5/8"	16-9/16"
5-6	21-5/8"	7"	10"	10-5/8"	16-9/16"
7-8	27-5/8"	7"	13"	10-5/8"	—
9-10	33-3/4"	7"	16"	—	—

NOTES:
For arm selection requirements and additional line art, see Mounting Details section.

Ordering Information

SAMPLE NUMBER: GLEON-SA4C-740-U-T4FT-GM

Product Family ^{1,2}	Light Engine		Color Temperature	Voltage	Distribution	Mounting	Finish
	Configuration	Drive Current					
GLEON=Galleon	SA1=1 Square SA2=2 Squares SA3=3 Squares SA4=4 Squares SA5=5 Squares SA6=6 Squares SA7=7 Squares SA8=8 Squares SA9=9 Squares SA10=10 Squares	A=600mA B=800mA C=1000mA D=1200mA ¹⁶	722=70CRI, 2200K 727=70CRI, 2700K 730=70CRI, 3000K 735=70CRI, 3500K 740=70CRI, 4000K 750=70CRI, 5000K 760=70CRI, 6000K 827=80CRI, 2700K 830=80CRI, 3000K AMB=Amber, 590nm ^{14,16}	U=120-277V 1=120V 2=208V 3=240V 4=277V 8=480V ^{7,8} 9=347V ⁷	T2=Type II T2R=Type II Roadway T3=Type III T3R=Type III Roadway T4FT=Type IV Forward Throw T4W=Type IV Wide 5NQ=Type V Narrow 5MQ=Type V Square Medium 5WQ=Type V Square Wide SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I AFL=Automotive Frontline	Blank=Arm for Round or Square Pole EA=Extended Arm MA=Mast Arm Adapter ¹⁰ WM=Wall Mount QM=Quick Mount Arm (Standard Length) ¹¹ QMEA=Quick Mount Arm (Extended Length) ¹²	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White

Voltage - Depends on Ckt Design

Distribution - See Photometric

Color - Choose from Standards


Mounting - Pole or Wall

Options (Add as Suffix)	Controls and Systems Options (Add as Suffix)	Accessories (Order Separately)
DIM=External 0-10V Dimming Leads ^{19,20} F=Single Fuse (120, 277 or 347V Specify Voltage) FF=Double Fuse (208, 240 or 480V Specify Voltage) 20K=Series 20kV UL 1449 Surge Protective Device 2L=Two Circuits ^{17,18} HA=50°C High Ambient HSS=Installed House Side Shield ²⁸ GRSBK=Glare Reducing Shield, Black ²³ GRSWH=Glare Reducing Shield, White ²³ LCF=Light Square Trim Painted to Match Housing ²⁷ MT=Installed Mesh Top TH=Tool-less Door Hardware CC=Coastal Construction finish ³ L90=Optics Rotated 90° Left R90=Optics Rotated 90° Right CE=CE Marking ²⁹ AHD145=After Hours Dim, 5 Hours ²² AHD245=After Hours Dim, 6 Hours ²² AHD255=After Hours Dim, 7 Hours ²² AHD355=After Hours Dim, 8 Hours ²² DALI=DALI Drivers	BPC=Button Type Photocontrol PR=NEMA 3-PIN Photocontrol Receptacle PR7=NEMA 7-PIN Photocontrol Receptacle ²¹ SPB2=Dimming Occupancy Sensor with Bluetooth Interface, 8' - 20' Mounting ²⁴ SPB4=Dimming Occupancy Sensor with Bluetooth Interface, 21' - 40' Mounting ²⁴ MS-L20=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height ²⁴ MS-L40W=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height ²⁴ MS/X-L20=Bi-Level Motion Sensor, 9' - 20' Mounting Height ^{24,25} MS/X-L40W=Bi-Level Motion Sensor, 21' - 40' Mounting Height ^{24,25} MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height ²⁴ MS/DIM-L40W=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height ²⁴ ZW=WaveLinX Module and 4-PIN Receptacle ZD=WaveLinX Module with DALI driver and 4-PIN Receptacle SWPD4XX=WaveLinX Sensor Only, 7'-15' ^{13,32,33} SWPD5XX=WaveLinX Sensor Only, 15'-40' ^{13,32,33} WOBXX=WaveLinX Sensor with Bluetooth, 7'-15' ^{13,32} WOFXX=WaveLinX Sensor with Bluetooth, 15'-40' ^{13,32} LWR-LW=Enlighted Sensor, 8'-16' Mounting Height ²⁶ LWR-LN=Enlighted Sensor, 16'-40' Mounting Height ²⁶ DIM10-MS/DIM-L08=Synapse Occupancy Sensor (<8' Mounting) ¹⁹ DIM10-MS/DIM-L20=Synapse Occupancy Sensor (9'-20' Mounting) ¹⁹ DIM10-MS/DIM-L40=Synapse Occupancy Sensor (21'-40' Mounting) ¹⁹	OA/RA1016=NEMA Photocontrol Multi-Tap - 105-285V OA/RA1027=NEMA Photocontrol - 480V OA/RA1021=NEMA Photocontrol - 347V OA/RA1013=Photocontrol Shorting Cap OA/RA1014=120V Photocontrol MA1252=10kV Surge Module Replacement MA1036-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon MA1037-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon MA1197-XX=3@120° Tenon Adapter for 2-3/8" O.D. Tenon MA1188-XX=4@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1189-XX=2@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1190-XX=3@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1191-XX=2@120° Tenon Adapter for 3-1/2" O.D. Tenon MA1038-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon MA1039-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon MA1192-XX=3@120° Tenon Adapter for 3-1/2" O.D. Tenon MA1193-XX=4@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1194-XX=2@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1195-XX=3@90° Tenon Adapter for 3-1/2" O.D. Tenon FSIR-100=Wireless Configuration Tool for Occupancy Sensor ²⁴ GLEON-MT1=Field Installed Mesh Top for 1-4 Light Squares GLEON-MT2=Field Installed Mesh Top for 5-6 Light Squares GLEON-MT3=Field Installed Mesh Top for 7-8 Light Squares GLEON-MT4=Field Installed Mesh Top for 9-10 Light Squares GLEON-QM=Quick Mount Arm Kit ¹¹ GLEON-QMEA=Quick Mount Extended Arm Kit ¹² LS/HSS=Field Installed House Side Shield ^{28,30} LS/GRSBK=Glare Reducing Shield, Black ^{23,30} LS/GRSWH=Glare Reducing Shield, White ^{23,30} LS/PFS=Perimeter Shield, Black ¹⁵ WOLC-7P-10A=WaveLinX Outdoor Control Module ^{18,31} SWPD4-XX=WaveLinX Wireless Sensor, 7'-15' Mounting Height ^{13,19,32,33} SWPD5-XX=WaveLinX Wireless Sensor, 15'-40' Mounting Height ^{13,19,32,33}

NOTES:

- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.
- DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
- Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654. Not available with TH option.
- Not compatible with MS/4-LXX or MS/1-LXX sensors.
- Not compatible with extended quick mount arm (QMEA).
- Not compatible with standard quick mount arm (QM) or extended quick mount arm (QMEA).
- Requires the use of an internal step down transformer when combined with sensor options. Not available with sensor at 1200mA. Not available in combination with the HA high ambient and sensor options at 1A.
- 480V must utilize Wye system only. Per NEC, not for use with ungrounded systems; impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems.)
- May be required when two or more luminaires are oriented on a 90° or 120° drilling pattern. Refer to arm mounting requirement table.
- Factory installed.
- Maximum 8 light squares.
- Maximum 6 light squares.
- Requires ZW or ZD receptacle.
- Narrow-band 590nm +/- 5nm for wildlife and observatory use. Choose drive current A; supplied at 500mA drive current only. Available with 5WQ, 5MQ, SL2, SL3 and SL4 distributions. Can be used with HSS option.
- Set of 4 pcs. One set required per Light Square.
- Not available with HA option.
- 2L is not available with MS, MS/X or MS/DIM at 347V or 480V. 2L in SA2 through SA4 requires a larger housing, normally used for SA5 or SA6. Extended arm option may be required when mounting two or more fixtures per pole at 90° or 120°. Refer to arm mounting requirement table.
- Not available with Enlighted wireless sensors.
- Cannot be used with other control options.
- Low voltage control lead brought out 18" outside fixture.
- Not available if any "MS" sensor is selected. Motion sensor has an integral photocell.
- Requires the use of BPC photocontrol or the PR7 or PR photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
- Not for use with T4FT, T4W or SL4 optics. See IES files for details.
- The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information.
- Replace X with number of Light Squares operating in low output mode.
- Enlighted wireless sensors are factory installed only requiring network components LWP-EM-1, LWP-GW-1 and LWP-PoE8 in appropriate quantities.
- Not available with house side shield (HSS).
- Not for use with 5NQ, 5MQ, 5WQ or RW optics. A black trim plate is used when HSS is selected.
- CE is not available with the LWR, MS, MS/X, MS/DIM, BPC, PR or PR7 options. Available in 120-277V only.
- One required for each Light Square.
- Requires PR7.
- Replace XX with sensor color (WH, BZ or BK.)
- WAC Gateway required to enable field-configurability. Order WAC-PoE and WPOE-120 (10V to PoE injector) power supply if needed.
- Smart device with mobile application required to change system defaults. See controls section for details.

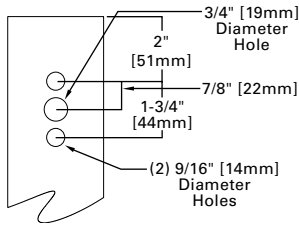
LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

Product Family	Camera Type	Data Backhaul
L=LumenSafe Technology 	D=Standard Dome Camera H=Hi-Res Dome Camera Z=Remote PTZ Camera	C=Cellular, No SIM A=Cellular, AT&T V=Cellular, Verizon S=Cellular, Sprint R=Cellular, Rogers W=Wi-Fi Networking w/ Omni-Directional Antenna E=Ethernet Networking

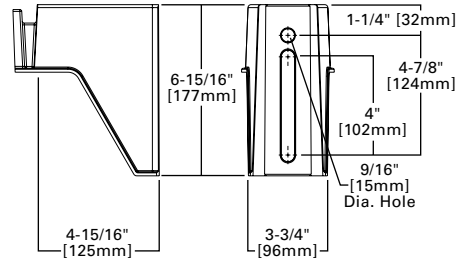
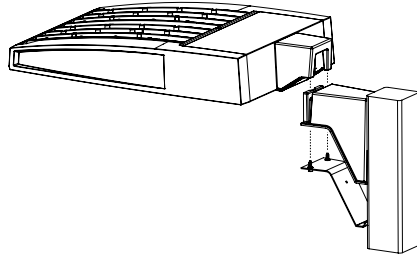
Mounting Details

Standard Arm (Drilling Pattern)

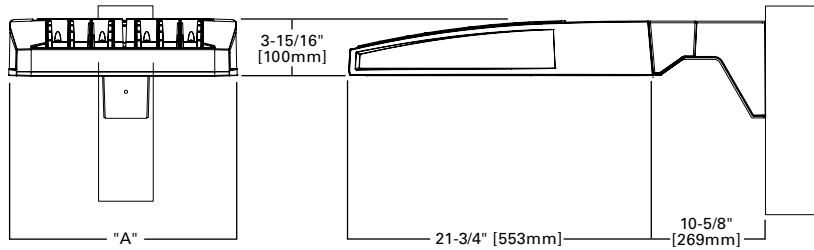
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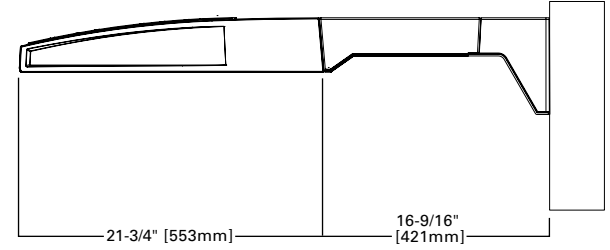
Quick Mount Arm (Includes fixture adapter)



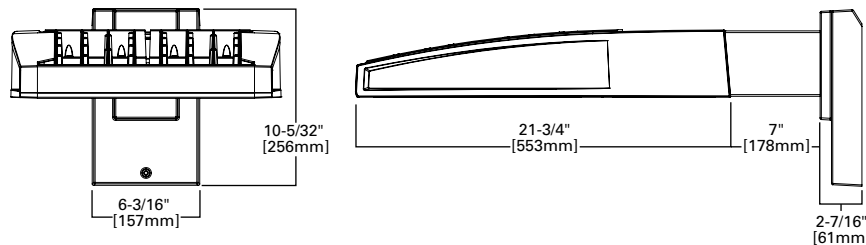
QM Quick Mount Arm (Standard)



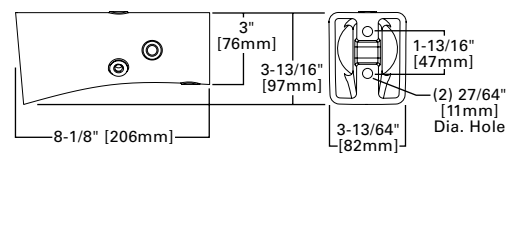
QMEA Quick Mount Arm (Extended)



Standard Wall Mount

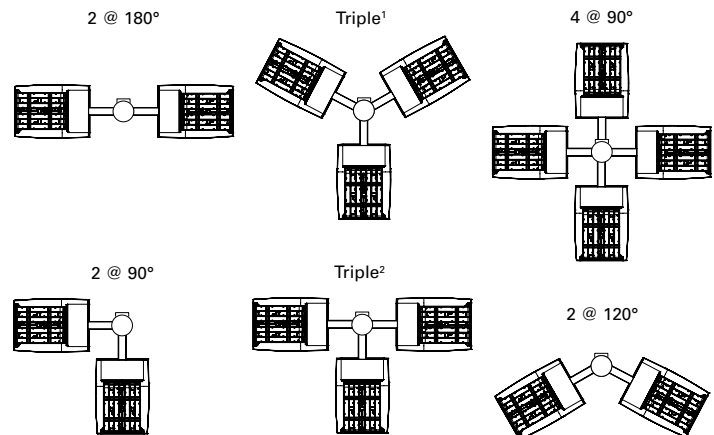


Mast Arm Mount



Arm Mounting Requirements

Number of Light Squares	Standard Arm @ 90° Apart	Standard Arm @ 120° Apart	Quick Mount Arm @ 90° Apart	Quick Mount Arm @ 120° Apart
1	Standard	Standard	QM Extended	Quick Mount
2	Standard	Standard	QM Extended	Quick Mount
3	Standard	Standard	QM Extended	Quick Mount
4	Standard	Standard	QM Extended	Quick Mount
5	Extended	Standard	QM Extended	Quick Mount
6	Extended	Standard	QM Extended	Quick Mount
7	Extended	Extended	--	Quick Mount
8	Extended	Extended	--	Quick Mount
9	Extended	Extended	--	--
10	Extended	Extended	--	--

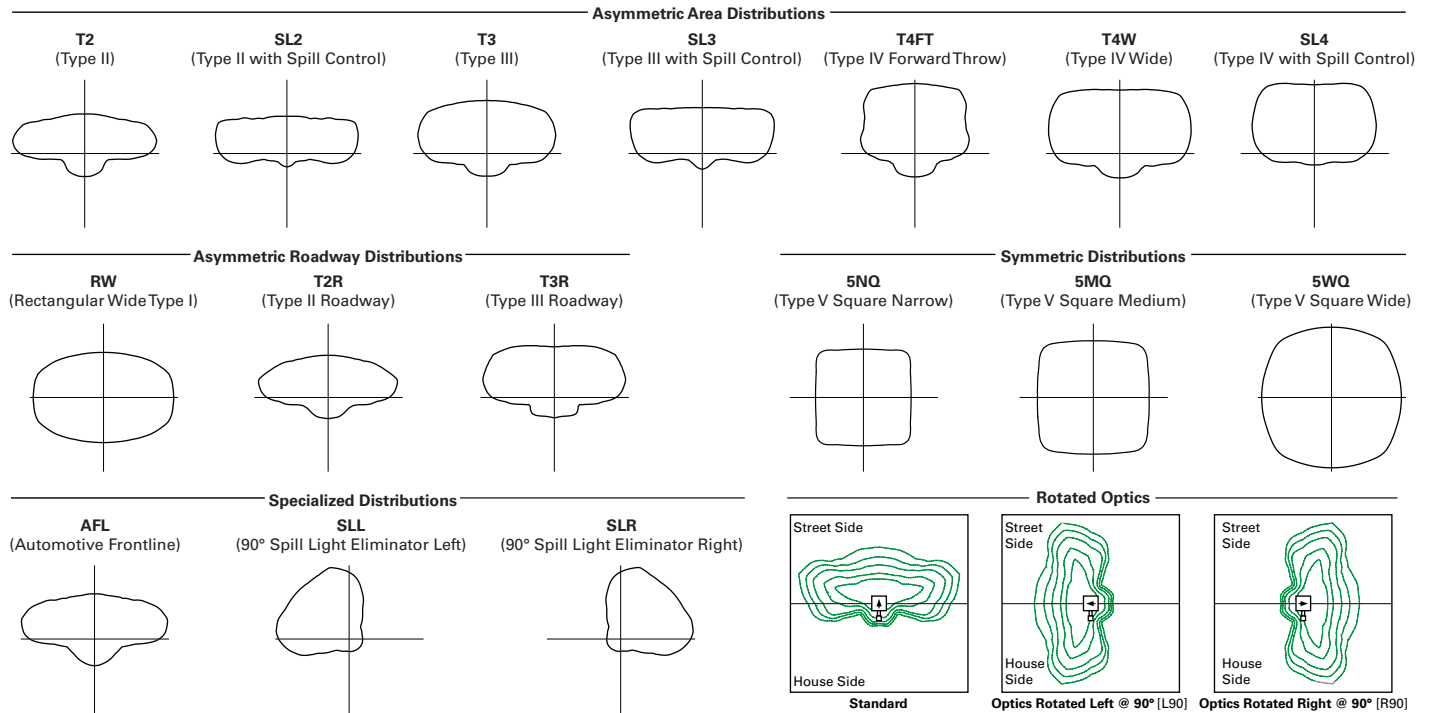


NOTES: 1 Round poles are 3 @ 120°. Square poles are 3 @ 90°. 2 Round poles are 3 @ 90°.

Fixture Weights and EPAs

Number of Light Squares	Weight with Standard and Extended Arm (lbs.)	EPA with Standard and Extended Arm (Sq. Ft.)	Weight with Quick Mount Arm (lbs.)	EPA with Quick Mount Arm (Sq. Ft.)	Weight with Quick Mount Extended Arm (lbs.)	EPA with Quick Mount Extended Arm (Sq. Ft.)
1-4	33	0.96	35	1.11	38	1.11
5-6	44	1.00	46	1.11	49	1.11
7-8	54	1.07	56	1.11	--	--
9-10	63	1.12	--	--	--	--

Optical Distributions



Product Specifications

Construction

- Extruded aluminum driver enclosure
- Heavy-wall, die-cast aluminum end caps
- Die-cast aluminum heat sinks
- Patent pending interlocking housing and heat sink

Optics

- Patented, high-efficiency injection-molded AccuLED Optics technology
- 16 optical distributions
- 3 shielding options including HSS, GRS and PFS
- IDA Certified (3000K CCT and warmer only)

Electrical

- LED drivers are mounted to removable tray

assembly for ease of maintenance

- Standard with 0-10V dimming
- Standard with Cooper Lighting Solutions proprietary circuit module designed to withstand 10kV of transient line surge
- Suitable for operation in -40°C to 40°C ambient environments. Optional 50°C high ambient (HA) configuration.

Mounting

- Standard extruded arm includes internal bolt guides and round pole adapter
- Extended arms (EA and QMEA) may be required in 90° or 120° pole mount configurations, see arm mounting requirements table

- Mast arm (MA) factory installed

- Wall mount (WM) option available
- Quick mount arm (QM and QMEA) includes pole adapter and factory installed fixture mount for fast installation to square or round poles

Finish

- Super housing durable TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is powder coated black
- RAL and custom color matches available
- Coastal Construction (CC) option available

Warranty

- Five year warranty

Energy and Performance Data

Lumen Maintenance (TM-21)

Drive Current	Ambient Temperature	25,000 hours*	50,000 hours*	60,000 hours*	100,000 hours**	Theoretical L70 hours**
Up to 1A	25°C	99.4%	99.0%	98.9%	98.3%	> 2.4M
	40°C	98.7%	98.3%	98.1%	97.4%	> 1.9M
	50°C	98.2%	97.2%	96.8%	95.2%	> 851,000
1.2A	25°C	99.4%	99.0%	98.9%	98.3%	> 2.4M
	40°C	98.5%	97.9%	97.7%	96.7%	> 1.3M

* Supported by IES TM-21 standards

** Theoretical values represent estimations commonly used; however, refer to the IES position on LED Product Lifetime Prediction, IES PS-10-18, explaining proper use of IES TM-21 and LM-80.

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97



View GLEON IES files

Nominal Power Lumens (1.2A)

 Supplemental Performance Guide™

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		67	129	191	258	320	382	448	511	575	640
Input Current @ 120V (A)		0.58	1.16	1.78	2.31	2.94	3.56	4.09	4.71	5.34	5.87
Input Current @ 208V (A)		0.33	0.63	0.93	1.27	1.57	1.87	2.22	2.52	2.8	3.14
Input Current @ 240V (A)		0.29	0.55	0.80	1.10	1.35	1.61	1.93	2.18	2.41	2.71
Input Current @ 277V (A)		0.25	0.48	0.70	0.96	1.18	1.39	1.69	1.90	2.09	2.36
Input Current @ 347V (A)		0.20	0.39	0.57	0.78	0.96	1.15	1.36	1.54	1.72	1.92
Input Current @ 480V (A)		0.15	0.30	0.43	0.60	0.73	0.85	1.03	1.16	1.28	1.45
Optics											
T2	4000K Lumens	7,972	15,580	23,245	30,714	38,056	45,541	53,857	61,024	68,072	75,366
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	119	121	122	119	119	119	120	119	118	118
T2R	4000K Lumens	8,462	16,539	24,680	32,609	40,401	48,348	57,176	64,783	72,266	80,010
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	126	128	129	126	126	127	128	127	126	125
T3	4000K Lumens	8,125	15,879	23,693	31,307	38,787	46,417	54,893	62,197	69,381	76,818
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	121	123	124	121	121	122	123	122	121	120
T3R	4000K Lumens	8,306	16,232	24,220	32,001	39,651	47,447	56,114	63,580	70,924	78,523
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	124	126	127	124	124	124	125	124	123	123
T4FT	4000K Lumens	8,173	15,970	23,831	31,488	39,014	46,686	55,212	62,558	69,783	77,261
	BUG Rating	B1-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	122	124	125	122	122	122	123	122	121	121
T4W	4000K Lumens	8,067	15,764	23,522	31,080	38,510	46,082	54,499	61,751	68,881	76,263
	BUG Rating	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B5-U0-G5
	Lumens per Watt	120	122	123	120	120	121	122	121	120	119
SL2	4000K Lumens	7,958	15,552	23,206	30,662	37,989	45,462	53,763	60,920	67,952	75,235
	BUG Rating	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	119	121	121	119	119	119	120	119	118	118
SL3	4000K Lumens	8,124	15,877	23,690	31,302	38,784	46,410	54,885	62,189	69,372	76,805
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	121	123	124	121	121	121	123	122	121	120
SL4	4000K Lumens	7,719	15,085	22,510	29,741	36,850	44,097	52,148	59,089	65,913	72,977
	BUG Rating	B1-U0-G3	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	115	117	118	115	115	115	116	116	115	114
5NQ	4000K Lumens	8,380	16,375	24,436	32,287	40,003	47,870	56,610	64,144	71,552	79,221
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	125	127	128	125	125	125	126	126	124	124
5MQ	4000K Lumens	8,534	16,676	24,885	32,881	40,739	48,752	57,653	65,326	72,868	80,679
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	127	129	130	127	127	128	129	128	127	126
5WQ	4000K Lumens	8,556	16,723	24,951	32,968	40,847	48,881	57,808	65,499	73,063	80,894
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	128	130	131	128	128	128	129	128	127	126
SLL/ SLR	4000K Lumens	7,140	13,951	20,817	27,506	34,081	40,783	48,231	54,649	60,959	67,492
	BUG Rating	B1-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	107	108	109	107	107	107	108	107	106	105
RW	4000K Lumens	8,304	16,228	24,215	31,994	39,641	47,437	56,100	63,566	70,907	78,504
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	124	126	127	124	124	124	125	124	123	123
AFL	4000K Lumens	8,335	16,287	24,302	32,110	39,784	47,610	56,303	63,796	71,163	78,790
	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4	B4-U0-G4	B4-U0-G5
	Lumens per Watt	124	126	127	124	124	125	126	125	124	123

* Nominal data for 70 CRI. ** For additional performance data, please reference the Galleon Supplemental Performance Guide.

47.429 ACRES

Situated in the State of Ohio, County of Franklin, Township of Madison, lying in Sections 4 and 5, Township 10 North, Range 21 West, Mathews Survey of Congress Lands, being part of those tracts conveyed as Tracts II and V to Sunshine & Smooch LLC by deed of record in Instrument Number 201311120188470 and JCD Pickaway Farm LLC by deed of record in Instrument Number 201207260107288, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at Franklin County Geodetic Survey monument number 9923 found at the centerline intersection of Hayes Road (width varies) and Rarey Road (60 wide, as dedicated in Road Record 7, Page 36), in the southerly line of that 3.538 acre tract conveyed to Franklin County, Ohio by deed of record in Instrument Number 200612130247734, at the northerly common corner of said Tracts II and V;

Thence South 85° 52' 19" East, with the centerline of said Hayes Road, the line common to said Tract II and 3.538 acre tract, a distance of 1044.94 feet to a magnetic nail set, being North 85° 52' 19" West, with said centerline, a distance of 1381.10 feet from Franklin County Geodetic Survey monument number 5136 found;

Thence across said Tracts II and V, the following courses and distances:

South 06° 28' 25" West, a distance of 267.43 feet to an iron pin set;

South 44° 40' 27" West, a distance of 167.81 feet to an iron pin set;

South 62° 59' 40" West, a distance of 323.10 feet to an iron pin set;

South 44° 17' 19" West, a distance of 156.02 feet to an iron pin set;

South 56° 23' 59" West, a distance of 318.56 feet to an iron pin set;

South 60° 04' 52" West, a distance of 79.95 feet to an iron pin set;

South 65° 10' 49" West, a distance of 187.91 feet to an iron pin set;

South 68° 35' 03" West, a distance of 227.73 feet to an iron pin set;

South 69° 54' 53" West, a distance of 84.16 feet to an iron pin set;

South 75° 01' 23" West, a distance of 145.51 feet to an iron pin set;

South 76° 43' 28" West, a distance of 251.63 feet to an iron pin set;

North 85° 16' 06" West, a distance of 103.24 feet to an iron pin set;

North 86° 34' 28" West, a distance of 96.65 feet to an iron pin set;

South 87° 01' 53" West, a distance of 146.00 feet to an iron pin set;

South 80° 41' 54" West, a distance of 68.10 feet to an iron pin set;

South 79° 49' 34" West, a distance of 90.32 feet to an iron pin set; and

South 75° 30' 58" West, a distance of 156.29 feet to an iron pin set in the easterly line of that tract conveyed as Tract 1 to Columbus Municipal Airport Authority (CMAA) by deed of record in Instrument Number 200301020000768;

Thence North 36° 25' 23" East, with the line common to said Tract V and CMAA tract, a distance of 342.74 feet to a 5/8 inch rebar found;

Thence North 00° 25' 14" West, continuing with said common line, a distance of 1084.75 feet to a magnetic nail set in the centerline of said Hayes Road, being South 85° 59' 22" East, a distance of 321.88 feet from Franklin County Geodetic Survey monument number 0037 found;

47.429 ACRES

- 2 -

Thence South 85° 59' 22" East, with said centerline, the line common to said Tract V and 3.538 acre tract, a distance of 1144.30 feet to the POINT OF BEGINNING, containing 47.429 acres, more or less, of which 2.909 acre is within the present right-of-way of said Hayes Road. Of said 47.429 acres, 16.380 acre is part of said Tract II (PID: 180-000279) and 31.049 is part of said Tract V (PID: 180-005225).

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

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings in this description are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Said bearings are based upon positional solutions derived from RTK GPS observations using the Ohio Department of Transportation's Ohio Real Time Network equipment and software. The portion of the centerline of Hayes Road, having a bearing of South 85° 52' 19" East and monumented as shown hereon, is designated as the "basis of bearings" for this description.

This description is based on an actual field survey performed by or under the direct supervision of Heather L. King, Professional Surveyor Number 8307 in March of 2021.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King
Heather L. King
Professional Surveyor No. 8307

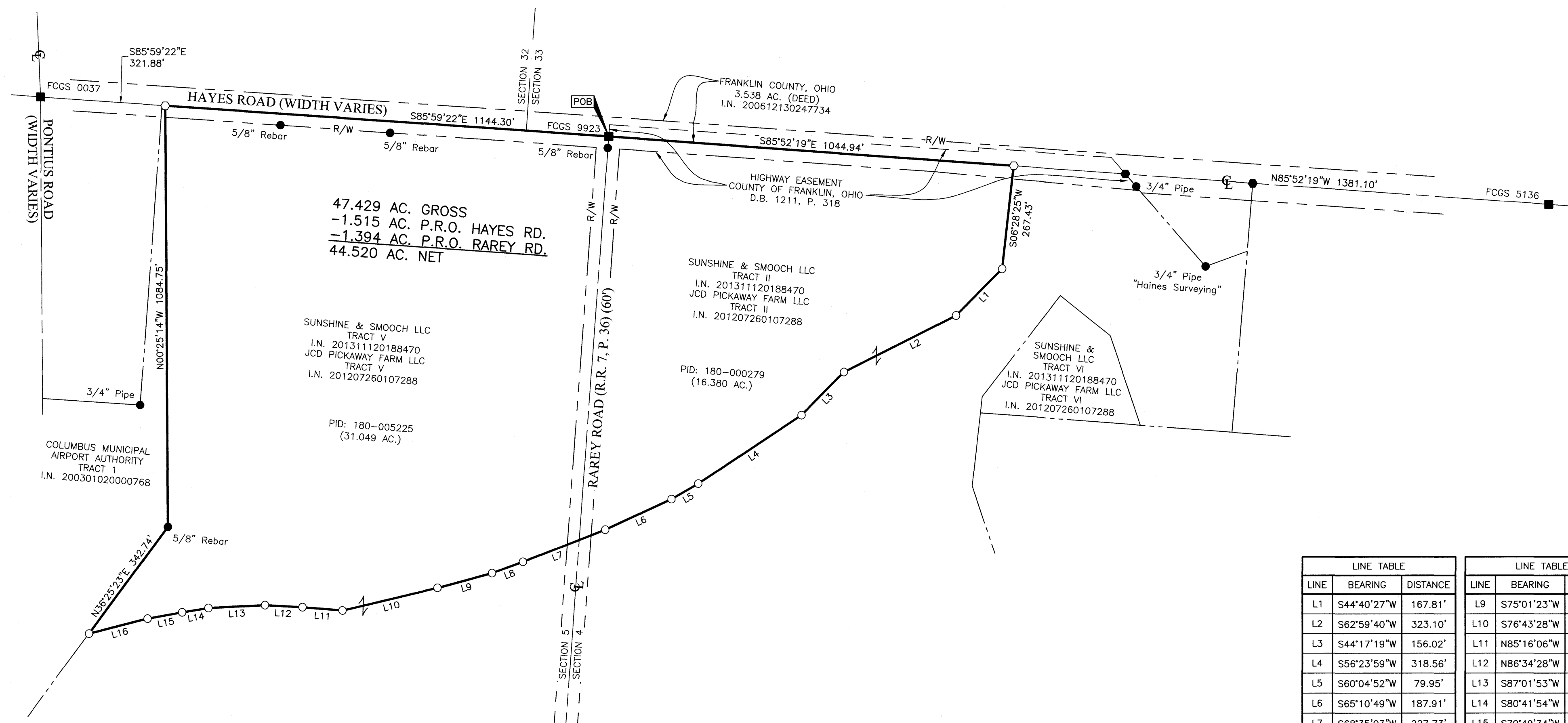
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Date

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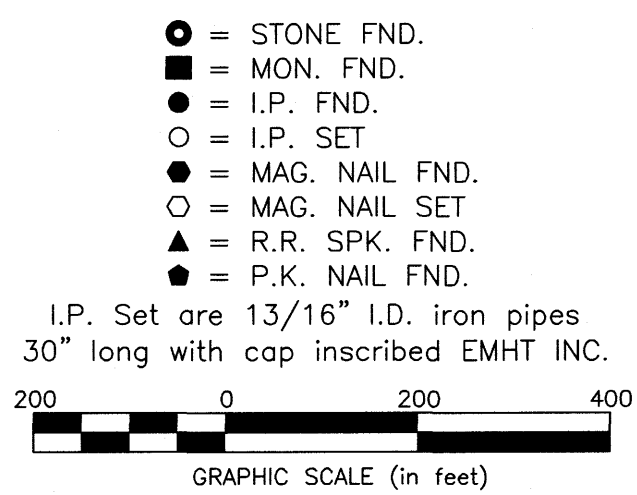
Split
16.380 acre
out of
(180)
279
+
Split
31.049 acre
out of
(180)
5225



SURVEY OF ACREAGE PARCEL
SECTIONS 4 & 5, TOWNSHIP 10 NORTH, RANGE 21 WEST
MATHEWS SURVEY OF CONGRESS LANDS
TOWNSHIP OF MADISON, COUNTY OF FRANKLIN, STATE OF OHIO

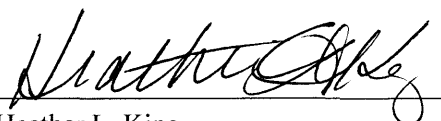


LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S44°40'27\"W	167.81'	L9	S75°01'23\"W	145.51'
L2	S62°59'40\"W	323.10'	L10	S76°43'28\"W	251.63'
L3	S44°17'19\"W	156.02'	L11	N85°16'06\"W	103.24'
L4	S56°23'59\"W	318.56'	L12	N86°34'28\"W	96.65'
L5	S60°04'52\"W	79.95'	L13	S87°01'53\"W	146.00'
L6	S65°10'49\"W	187.91'	L14	S80°41'54\"W	68.10'
L7	S68°35'03\"W	227.73'	L15	S79°49'34\"W	90.32'
L8	S69°54'53\"W	84.16'	L16	S75°30'58\"W	156.29'

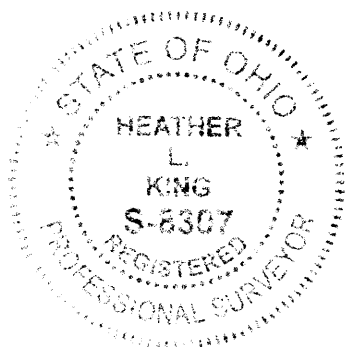


BASIS OF BEARINGS:
The bearings shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Said bearings are based upon positional solutions derived from RTK GPS observations using the Ohio Department of Transportation's Ohio Real Time Network equipment and software. The portion of the centerline of Hayes Road, having a bearing of South 85° 52' 19\" East and monumented as shown hereon, is designated as the "basis of bearings" for this survey.

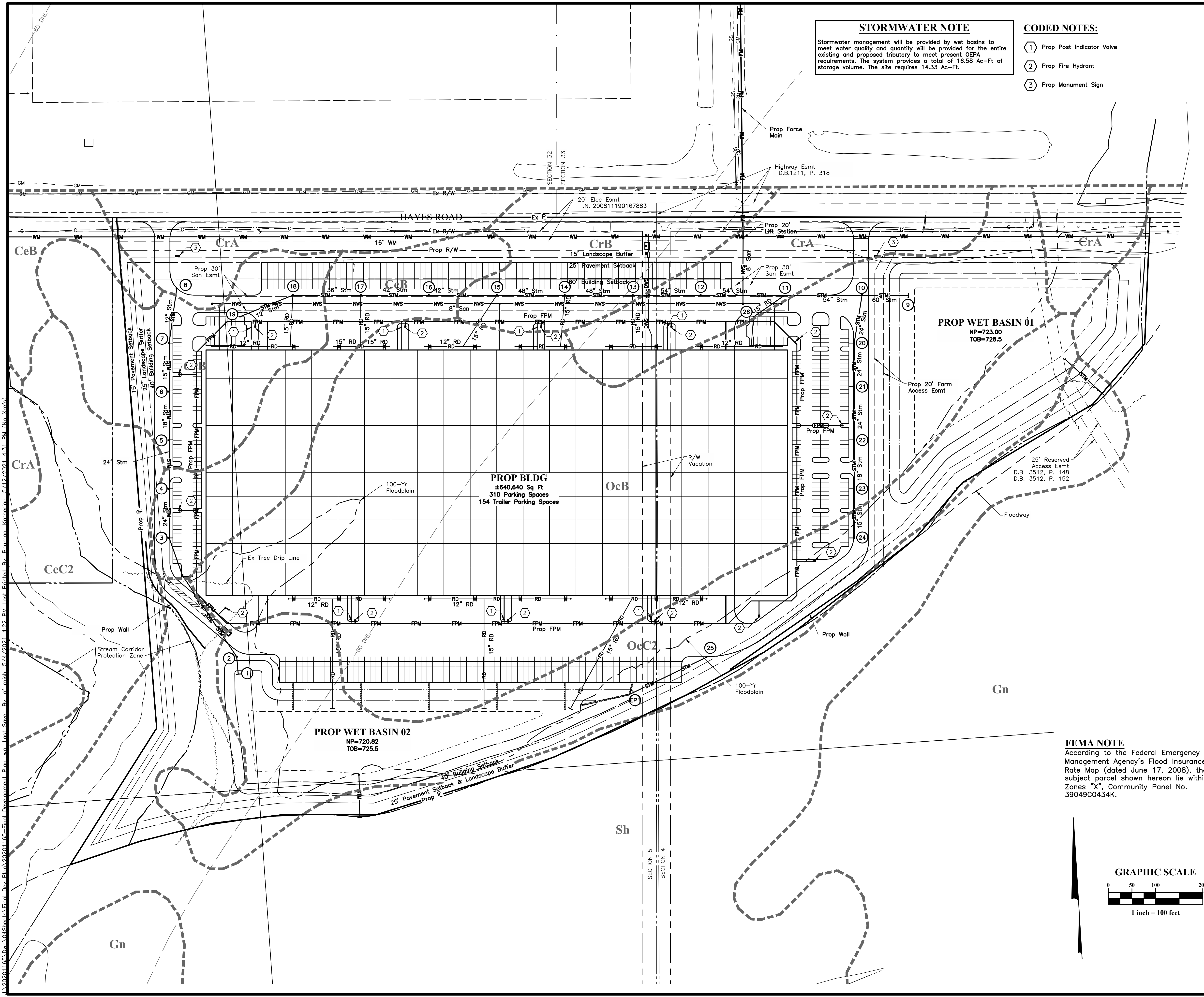
SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

By  3/25/21
Heather L. King
Professional Surveyor No. 8307
hking@emht.com

Date

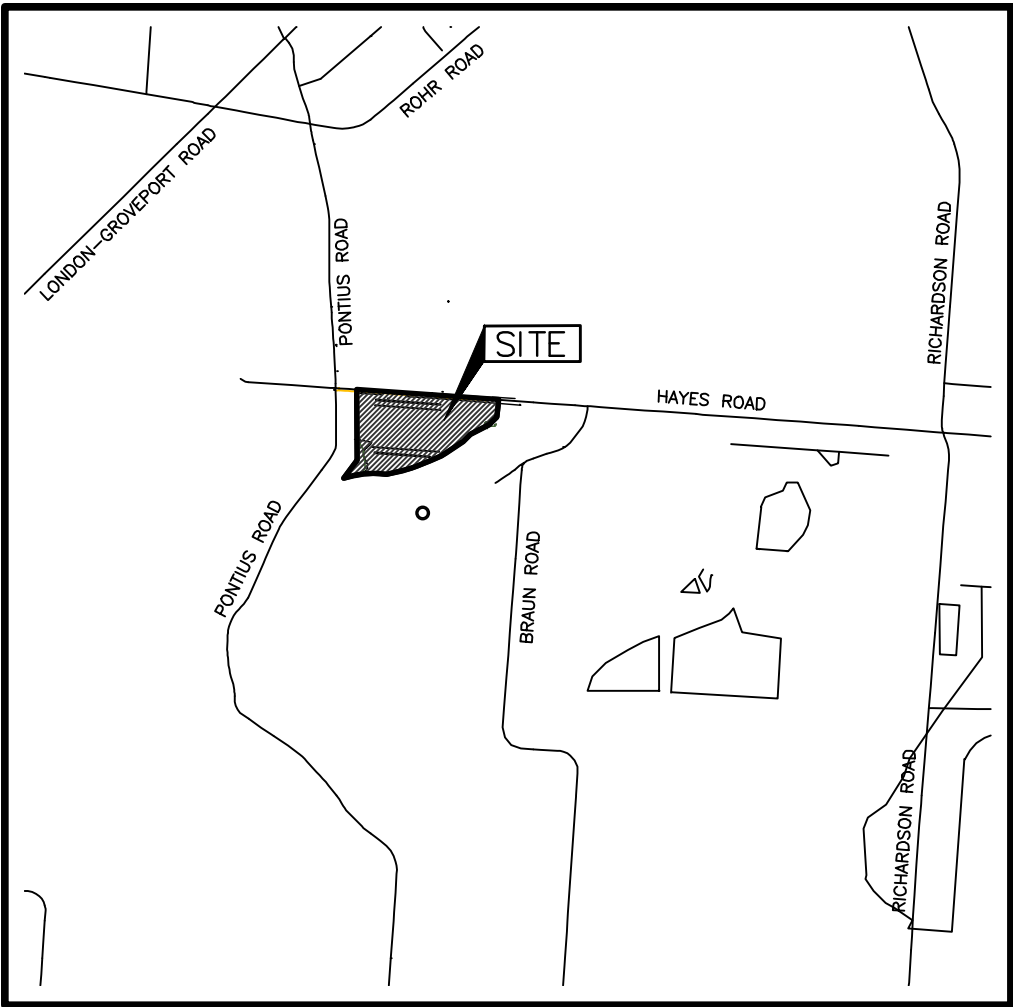


EMHT Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.775.4500 Toll Free: 888.775.3648 emht.com	Date: March 20, 2021
	Scale: 1" = 200'
	Job No: 2020-1165
	Sheet: 1 of 1
REVISIONS	
MARK	DATE DESCRIPTION



STORMWATER NOTE
Stormwater management will be provided by wet basins to meet water quality and quantity will be provided for the entire existing and proposed tributary to meet present ODEPA requirements. The system provides a total of 16.58 Ac-Ft of storage volume. The site requires 14.33 Ac-Ft.

- CODED NOTES:**
- 1 Prop Post Indicator Valve
 - 2 Prop Fire Hydrant
 - 3 Prop Monument Sign



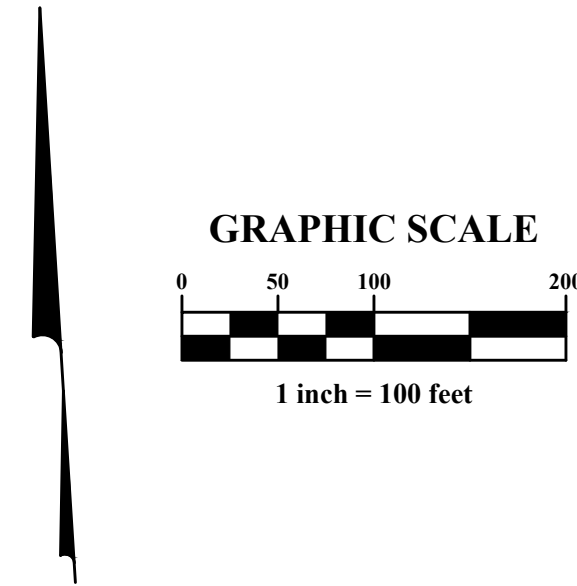
LOCATION MAP
Not to Scale

LEGEND	
EXISTING	
STM	Storm Sewer
SAN	Sanitary Sewer
WM	Water Main
GM	Gas Main
C	Underground Communication
OHE	Overhead Electric/Communication
FPM	Fire Water Service
---	Soil Type Boundary
PROPOSED	
STM	Storm Sewer
RD	Roof Drain
SAN	Sanitary Sewer
SAS	Sanitary Sewer Service
FM	Force Main
WS	Water Service
DWS	Domestic Water Service
FWS	Fire Water Service
FPM	Private Fire Protection Main
---	Access Easement

PROJECT DATA TABLE	
Address:	XXXX Hayes Road
Existing Zoning:	PID: 180-005409-00 PID: 180-005408-00
Building	640,640 SF
Building Height	39 Ft
Total Site Area:	47.5 Ac.
Disturbed Area	47 Ac.
Pre-Developed Impervious Area	0.00 Ac. (0%)
Post-Developed Impervious Area	29.00 Ac. (61.05%)
Green Space	18.5 Ac. (38.95%)
Parking Required (.3 per 1,000 SF)	192 Spaces
Parking Provided	310 Spaces

SOIL TYPE	
Unit Symbol	Unit Name
CeB	Celina silt loam, 2 to 6 percent slopes
CeC2	Cecil sandy clay loam, 6 to 10 percent slopes, moderately eroded
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes
CrB	Crosby silt loam, 2 to 6 percent slopes
Gn	Genesee silt loam, occasionally flooded
MID2	Miamian silty clay loam, 12 to 18 percent slopes, eroded
MkB	Miamian silt loam, 2 to 6 percent slopes
OcB	Ockley silt loam, 2 to 6 percent slopes
OcC2	Ockley silt loam, 6 to 12 percent slopes, eroded
Sh	Shoals silt loam, occasionally flooded

FEMA NOTE
According to the Federal Emergency Management Agency's Flood Insurance Rate Map (dated June 17, 2008), the subject parcel shown hereon lie within Zones "X", Community Panel No. 39049C0434K.



REVISIONS

MARK	DATE	DESCRIPTION
------	------	-------------

CAVENTURES

CITY OF GROVEPORT, FRANKLIN COUNTY, OHIO
FINAL DEVELOPMENT PLAN
FOR
PROJECT SUNSHINE
XXXX HAYES ROAD

EMHT
E.M.H.T. Inc.
Engineers - Surveyors - Planners - Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.5500 Fax: 614.775.5501
emht.com

DATE

April 30, 2021

SCALE

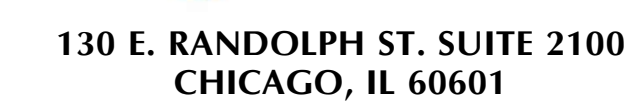
1" = 100'

JOB NO.

2020-1165

SHEET

1/1



HAYES ROAD

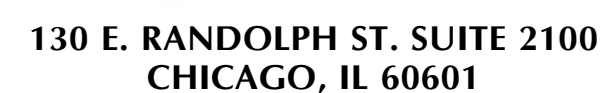


Kraig A. Beilharz
Expiration date: 12.31.2021

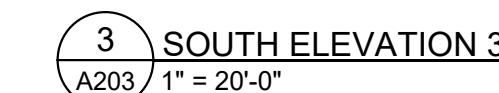
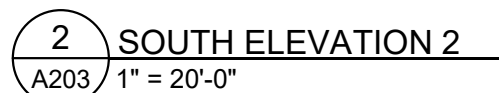
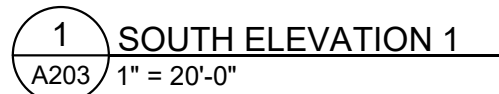
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PROJECT #: 20128
DRAWN: DW CHECKED: RNH

A201



HAYES ROAD
CROVEPORT OH

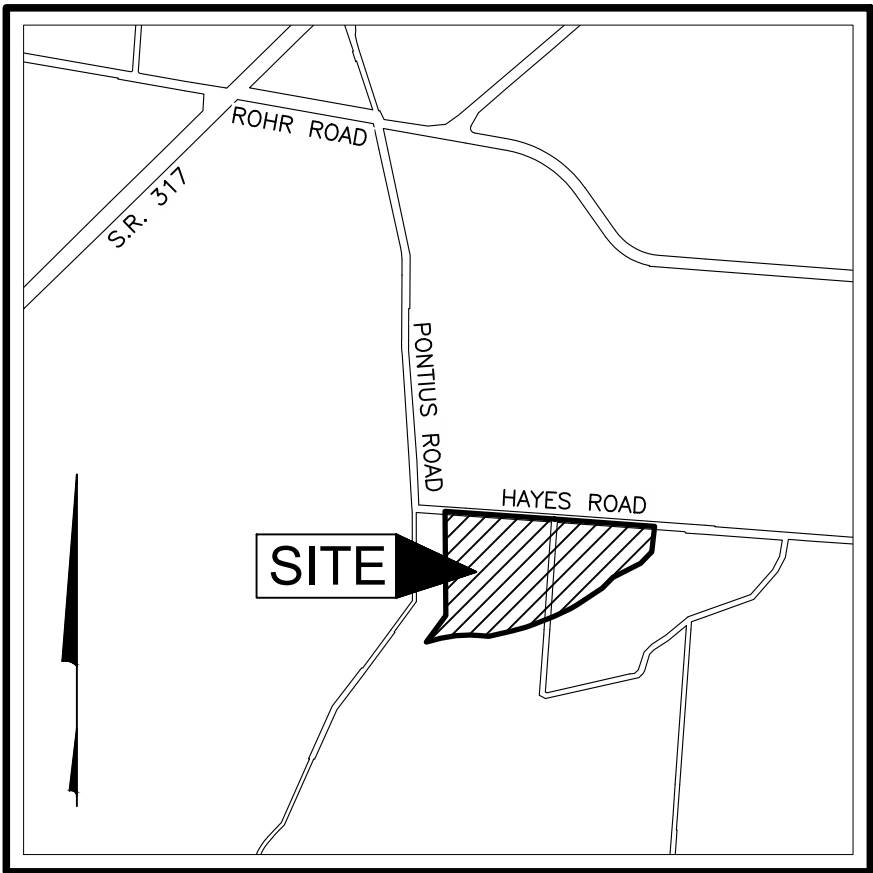


REVISIONS

PROJECT #: 20128
DRAWN: Author CHECKED: Checke

A203

ALTA/NSPS LAND TITLE SURVEY
SECTIONS 4 AND 5, TOWNSHIP 10 NORTH, RANGE 21 WEST
MATHEWS SURVEY OF CONGRESS LANDS
TOWNSHIP OF MADISON, COUNTY OF FRANKLIN, STATE OF OHIO



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

DESCRIPTION:

47.429 ACRES

Situated in the State of Ohio, County of Franklin, Township of Madison, lying in Sections 4 and 5, Township 10 North, Range 21 West, Mathews Survey of Congress Lands, being part of those tracts conveyed as Tracts II and V to Sunshine & Smooch LLC by deed of record in Instrument Number 20131120188470 and JCD Pickaway Farm LLC by deed of record in Instrument Number 201207260107288, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning at Franklin County Geodetic Survey monument number 9923 found at the centerline intersection of Hayes Road (width varies) and Rarey Road (60 wide, as dedicated in Road Record 7, Page 36), in the southerly line of that 3.538 acre tract conveyed to Franklin County, Ohio by deed of record in Instrument Number 200612150247734, at the northerly common corner of said Tracts II and V;

Thence South 85° 52' 19" East, with the centerline of said Hayes Road, the line common to said Tract II and 3.538 acre tract, a distance of 1044.94 feet to a magnetic nail set, being North 85° 52' 19" West, with said centerline, a distance of 1381.10 feet from Franklin County Geodetic Survey monument number 5136 found;

Thence across said Tracts II and V, the following courses and distances:

South 06° 28' 25" West, a distance of 267.43 feet to an iron pin set;

South 44° 40' 27" West, a distance of 167.81 feet to an iron pin set;

South 62° 59' 40" West, a distance of 323.10 feet to an iron pin set;

South 44° 17' 19" West, a distance of 156.02 feet to an iron pin set;

South 56° 23' 59" West, a distance of 318.56 feet to an iron pin set;

South 60° 04' 52" West, a distance of 79.95 feet to an iron pin set;

South 65° 10' 49" West, a distance of 187.91 feet to an iron pin set;

South 68° 35' 03" West, a distance of 227.73 feet to an iron pin set;

South 69° 54' 53" West, a distance of 84.16 feet to an iron pin set;

South 75° 01' 23" West, a distance of 145.51 feet to an iron pin set;

South 76° 43' 28" West, a distance of 251.63 feet to an iron pin set;

North 85° 16' 06" West, a distance of 103.24 feet to an iron pin set;

North 86° 34' 28" West, a distance of 96.65 feet to an iron pin set;

South 87° 01' 53" West, a distance of 146.00 feet to an iron pin set;

South 80° 41' 54" West, a distance of 68.10 feet to an iron pin set;

South 79° 49' 34" West, a distance of 90.32 feet to an iron pin set; and

South 75° 30' 58" West, a distance of 156.29 feet to an iron pin set in the easterly line of that tract conveyed as Tract I to Columbus Municipal Airport Authority (CMAA) by deed of record in Instrument Number 200301020000768;

Thence North 36° 25' 23" East, with the line common to said Tract V and CMAA tract, a distance of 342.74 feet to a 5/8 inch rebar found;

Thence North 00° 25' 14" West, continuing with said common line, a distance of 1084.75 feet to a magnetic nail set in the centerline of said Hayes Road, being South 85° 59' 22" East, a distance of 321.88 feet from Franklin County Geodetic Survey monument number 0037 found;

Schedule B Items from Title Commitment No. CCH12101527NT issued by Chicago Title Insurance Company with an effective date of March 12, 2021 at 7:59 A.M.

Items 1-11 NOT SURVEY RELATED ITEMS.

Item 12 Easement to Ohio-Midland Light and Power Company, of record in Deed Book 1002, Page 383, Recorder's Office, Franklin County, Ohio. THE PORTION OF THE SUBJECT TRACT WITHIN SECTION 4 IS LOCATED IN THE AREA DESCRIBED. THE EASEMENT CANNOT BE DEPICTED FROM THE DOCUMENT OF RECORD (NO EASEMENT WIDTH NOTED).

Item 13 Easement to Ohio-Midland Light and Power Company, of record in Deed Book 1039, Page 531, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 14 Easement to Ohio-Midland Light and Power Company, of record in Deed Book 1072, Page 408, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 15 Easement to Ohio-Midland Light and Power Company, of record in Deed Book 1072, Page 409, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 16 Easements, rights, restrictions and provisions contained in Easement to the State of Ohio, of record in Deed Book 1109, Page 135, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 17 Easements, rights, restrictions and provisions contained in Easement and restrictions to the State of Ohio, of record in Deed Book 1109, Page 178, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 18 Easements, rights, restrictions and provisions contained in Easement to the State of Ohio, of record in Deed Book 1109, Page 184, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 19 Easements, terms and conditions contained in Decree on the Declaration of Taking of record in Deed Book 1206, Page 72, Recorder's Office, Franklin County, Ohio. THE SEWER EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 20 Deed of Conveyance of Easement to United States of America, of record in Deed Book 1206, Page 119, Recorder's Office, Franklin County, Ohio. THE SEWER EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 21 Easements, rights and provisions contained in Grant of Easement for Avigation to The United States of America, of record in Deed Book 1208, Page 164, Recorder's Office, Franklin County, Ohio. THE AVIGATION EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 22 Easement for Highway Purposes to the County of Franklin, Ohio, of record in Deed Book 1211, Page 318, Recorder's Office, Franklin County, Ohio. THE HIGHWAY EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON.

Item 23 Easement to Ohio-Midland Light and Power Company, of record in Deed Book 1239, Page 23, Recorder's Office, Franklin County, Ohio. THE PORTION OF THE SUBJECT TRACT WITHIN SECTION 4 IS LOCATED IN THE AREA DESCRIBED. THE EASEMENT CANNOT BE DEPICTED FROM THE DOCUMENT OF RECORD (NO EASEMENT WIDTH NOTED).

Item 24 Terms, conditions and easements contained in Agreement for Channel Change by and between Roy F. Miller and Nellie C. Miller and State of Ohio, of record in Deed Book 1287, Page 45, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 25 Easements and rights contained in Consent for Electric Transmission Line to Ohio-Midland Light and Power Company, of record in Deed Book 1225, Page 385, Recorder's Office, Franklin County, Ohio. THE PORTION OF THE SUBJECT TRACT WITHIN SECTION 5 IS LOCATED IN THE AREA DESCRIBED. THE EASEMENT CANNOT BE DEPICTED FROM THE DOCUMENT OF RECORD (NO EASEMENT WIDTH NOTED).

Item 26 Easements and provisions contained in deed to United States of America, of record in Deed Book 1630, Page 389, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 27 Easements, terms and conditions contained in Judgment on Declaration of Taking of record in Deed Book 1987, Page 503, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 28 Easements, restrictions, terms and conditions contained in Judgment on Declaration of Taking of record in Deed Book 2196, Page 615, Recorder's Office, Franklin County, Ohio. THE RESTRICTIVE EASEMENT AREA REFERENCED AS TRACT. NO 224E IS LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED AS TRACT NO. 222-1 AND THE RESTRICTIVE EASEMENT AREA REFERENCED AS TRACT NO. 222E-1 IS NOT LOCATED ON THE SUBJECT TRACT.

Item 29 Deed of Easement to the United States of America, of record in Deed Book 2246, Page 660, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 30 Easements, restrictions, terms and conditions contained in Judgment on Declaration of Taking of record in Deed Book 2265, Page 177, Recorder's Office, Franklin County, Ohio. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 31 Easement for Highway Purposes to the County of Franklin of record in Deed Book 3103, Page 499, Recorder's Office, Franklin County, Ohio. THE HIGHWAY EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 32 Easement for Highway Purposes to the County of Franklin, of record in Deed Book 3139, Page 643, Recorder's Office, Franklin County, Ohio. THE HIGHWAY EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 33 Easement for Highway Purposes to the County of Franklin, of record in Deed Book 3141, Page 546, Recorder's Office, Franklin County, Ohio. THE HIGHWAY EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 34 Easement for Highway Purposes to the County of Franklin of record in Deed Book 3141, Page 550, Recorder's Office, Franklin County, Ohio. THE HIGHWAY EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 35 Easement for Highway Purposes to the County of Franklin, of record in Deed Book 3195, Page 370, Recorder's Office, Franklin County, Ohio. THE HIGHWAY EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 36 Easement contained in deed to Marvin L. Landes and Norma L. Landes, of record in Deed Book 3512, Page 148, Recorder's Office, Franklin County, Ohio. THE 25' RESERVED ACCESS EASEMENT AREA IS LOCATED ON THE SUBJECT TRACT AS APPROXIMATELY SHOWN HEREON.

Item 37 Easement contained in deed to Melvin L. Landes and Norma L. Landes of record in Deed Book 3512, Page 152, Recorder's Office, Franklin County, Ohio. THE 25' RESERVED ACCESS EASEMENT AREA IS LOCATED ON THE SUBJECT TRACT AS APPROXIMATELY SHOWN HEREON.

Item 38 Right-of-Way Easement to South Central Power Company, of record in Instrument No. 10182A05, Recorder's Office, Franklin County, Ohio. A PORTION OF THE SUBJECT TRACT IS WITHIN THE "DRAKE PROPERTY" AS SHOWN HEREON; THE LOCATION OF THE 20'x175' ELECTRIC EASEMENT CANNOT BE DEPICTED FROM THE DOCUMENT OF RECORD. THERE IS NO GREENHOUSE CURRENTLY LOCATED ON THE PORTION OF THE "DRAKE PROPERTY" LOCATED WITHIN THE SUBJECT TRACT.

Item 39 Right-of-Way Easement to South Central Power Company, of record in Instrument No. 12471D18, Recorder's Office, Franklin County, Ohio. THE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 40 Right-of-Way Easement to South Central Power Company, of record in Instrument No. 12471E04, Recorder's Office, Franklin County, Ohio. A PORTION OF THE SUBJECT TRACT IS WITHIN THE "DUCKWORTH PROPERTY" AS SHOWN HEREON; THE LOCATION OF THE 20'x1498' ELECTRIC EASEMENT CANNOT BE DEPICTED FROM THE DOCUMENT OF RECORD. THERE IS NO HOUSE CURRENTLY LOCATED ON THE PORTION OF THE "DUCKWORTH PROPERTY" WITHIN THE SUBJECT TRACT.

Item 41 Temporary Right to Work Easement to the Village of Groveport, of record in Instrument No. 23059B20, Recorder's Office, Franklin County, Ohio. THE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT AND EXPIRED DECEMBER 31, 1993.

Item 42 Terms, conditions, restrictions, covenants and easements contained in Declaration of Easements and Protective Covenants of record in Instrument No. 30738J05, Recorder's Office, Franklin County, Ohio. THE AVIGATION EASEMENT IS LOCATED ON THE PORTION OF THE SUBJECT TRACT WITHIN SECTION 5.

Item 43 Deed of Easement to James E. Dill and Jac T. Dill, of record in Instrument No. 30738J16, Recorder's Office, Franklin County, Ohio. As affected by a Quit-Claim Deed of Easement from James E. Dill to James E. Dill, as Trustee of the James E. Dill created under Declaration of Trust dated February, 2002, of record in Instrument No. 20020210046780, Recorder's Office, Franklin County, Ohio. As affected by a Quit-Claim Deed of Easement from Jac T. Dill to Jac T. Dill, as Trustee of the Jac T. Dill Trust created under Declaration of Trust dated July 13, 2006, of record in Instrument No. 200607200141990, Recorder's Office, Franklin County, Ohio. THE INGRESS/EGRESS EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 44 Terms, conditions, easements, covenants and restrictions contained in Deed of Easements and Declaration of Protective Covenants of record in Instrument No. 30739A01, Recorder's Office, Franklin County, Ohio. THE AVIGATION EASEMENT IS LOCATED ON THE PORTION OF THE SUBJECT TRACT WITHIN SECTION 4.

Item 45 Right-of-Way Easement to South Central Power Company, of record in Instrument No. 199710090115842, Recorder's Office, Franklin County, Ohio. THE ELECTRIC EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 46 Right-of-Way Easement to South Central Power Company, of record in Instrument No. 200811190167883, Recorder's Office, Franklin County, Ohio. THE 20' ELECTRIC EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON.

Items 47-49 NOT SURVEY RELATED ITEMS.

Item 50 Rights of upper and lower and abutting riparian owners and the public generally in and to the waters of Walnut Creek and to the uninterrupted natural flow thereof and to the possibilities of accretion, erosion, reliction and submergence which might change boundaries established by said Walnut Creek. LITTLE WALNUT CREEK IS NOT LOCATED IN OR ON THE SUBJECT TRACT.

Items 51-53 NOT SURVEY RELATED ITEMS.

BASIS OF BEARINGS:

The bearings shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). Said bearings are based upon positional solutions derived from RTK GPS observations using the Ohio Department of Transportation's Ohio Real Time Network equipment and software. The portion of the centerline of Hayes Road, having a bearing of South 85° 52' 19" East and monumented as shown hereon, is designated as the "basis of bearings" for this survey.

FEMA NOTE:

According to the Federal Emergency Management Agency's Flood Insurance Rate Map No. 39049C0434K (dated June 17, 2008), the subject tract shown hereon lies within Zone AE (Area of 1% annual chance flood with Base Flood Elevations determined). Zone "X" (areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) and Zone X (areas determined to be outside of the 0.2% annual chance floodplain). Any floodplain lines shown are georeferenced and are not based on actual field elevations.

UTILITY STATEMENT:

A Utility Marking request was submitted to OHIO811 on March 2, 2021. The utilities shown hereon have been located from field survey information. Utility plans were not requested and have not been reviewed. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

TABLE A OPTIONAL ITEM NOTES:

6(b). Zoning information was not made available to the undersigned as of the date of this survey.

7. No buildings were observed on the subject tract at the time the fieldwork was conducted.

9. No parking striping was observed on the subject tract at the time the fieldwork was conducted.

17. There was no evidence of street right-of-way changes, recent sidewalk construction, or repairs observed on the subject tract at the time the fieldwork was conducted.

19. There were no wetland delineation flags observed on the subject tract at the time the fieldwork was conducted.

ACCESS NOTE:

The subject tract has direct access to Hayes Road and Rarey Road (unimproved), which are public rights-of-way.

POTENTIAL ENCROACHMENT NOTE:

No evidence of potential encroachments was observed in the process of conducting the field work or determined in the course of analyzing the field work and preparing this survey. This includes potential encroachments: (1) extending from the subject tract onto an adjoining tract, (2) extending from an adjoining tract onto the subject tract, or (3) extending into an easement located on the subject tract. The undersigned makes these representations based solely on a physical observation of the subject tract.

CERTIFICATION: Commitment No. CCH12101527NT

To: CA Industrial Holdings, LLC, Sunshine & Smooch LLC, JCD Pickaway Farm LLC, and Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(b), 7(a), 8, 9, 13, 14, 17, and 19 of Table A thereof. The fieldwork was completed on March 8, 2021.

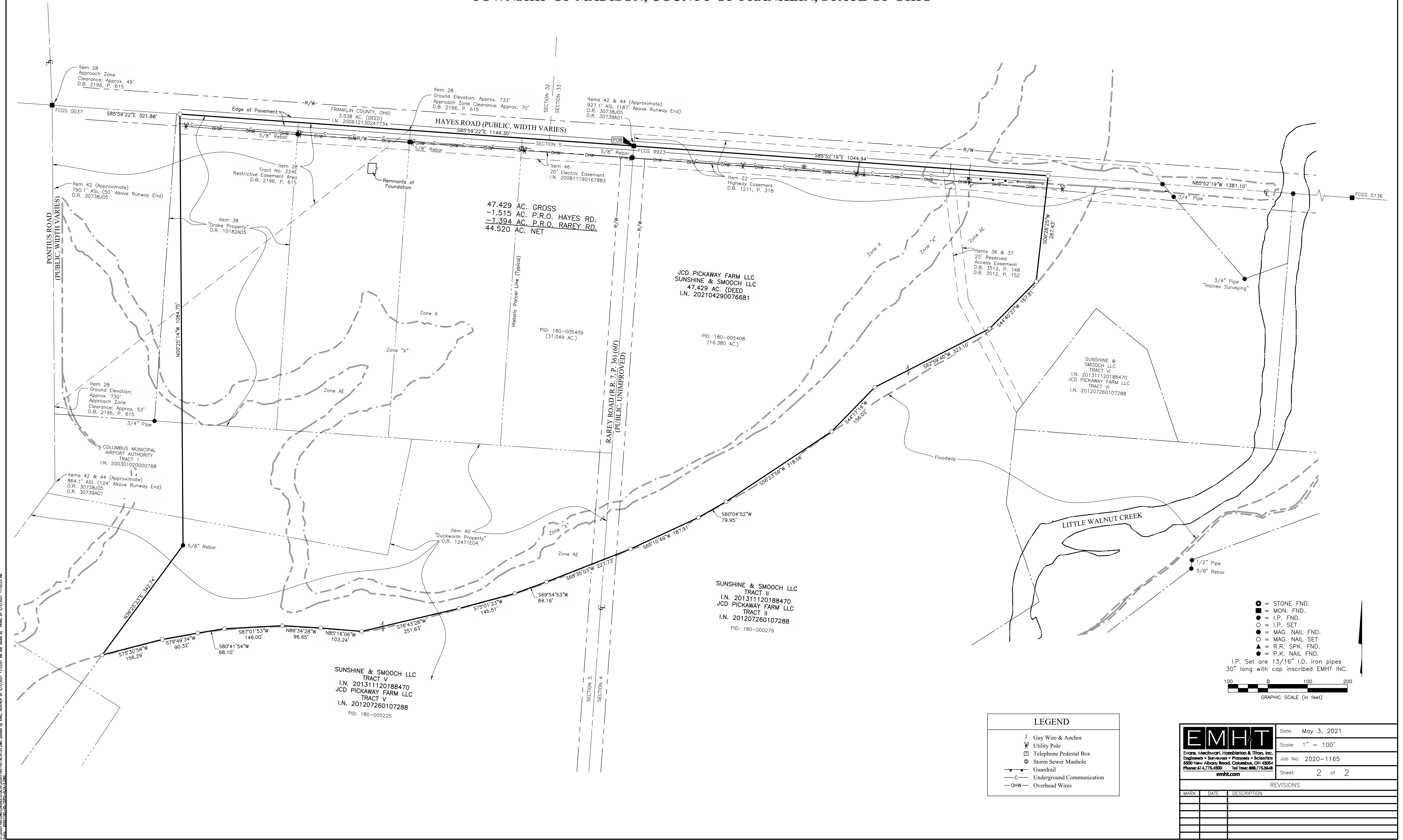
DRAFT

By Heather L. King
Professional Surveyor No. 8307
hking@emht.com

Date

EMHT Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5800 New Albany Road, Columbus, OH 43254 Phone: 614.775.4200 • Toll Free: 888.775.3648 emht.com		Date: May 3, 2021
Scale: 1" = 100'		Job No: 2020-1165
Sheet: 1 of 2		
REVISIONS		
MARK	DATE	DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY
SECTIONS 4 AND 5, TOWNSHIP 10 NORTH, RANGE 21 WEST
MATHEWS SURVEY OF CONGRESS LANDS
TOWNSHIP OF MADISON, COUNTY OF FRANKLIN, STATE OF OHIO



Legend symbols and scale information:

- = STONE FND.
- = MON. FND.
- = I.P. FND.
- = I.P. SET
- = MAG. NAIL FND.
- = MAG. NAIL SET
- ▲ = R.R. SPK. FND.
- = P.K. NAIL FND.

I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.

100 0 100 200
GRAPHIC SCALE (in feet)

LEGEND

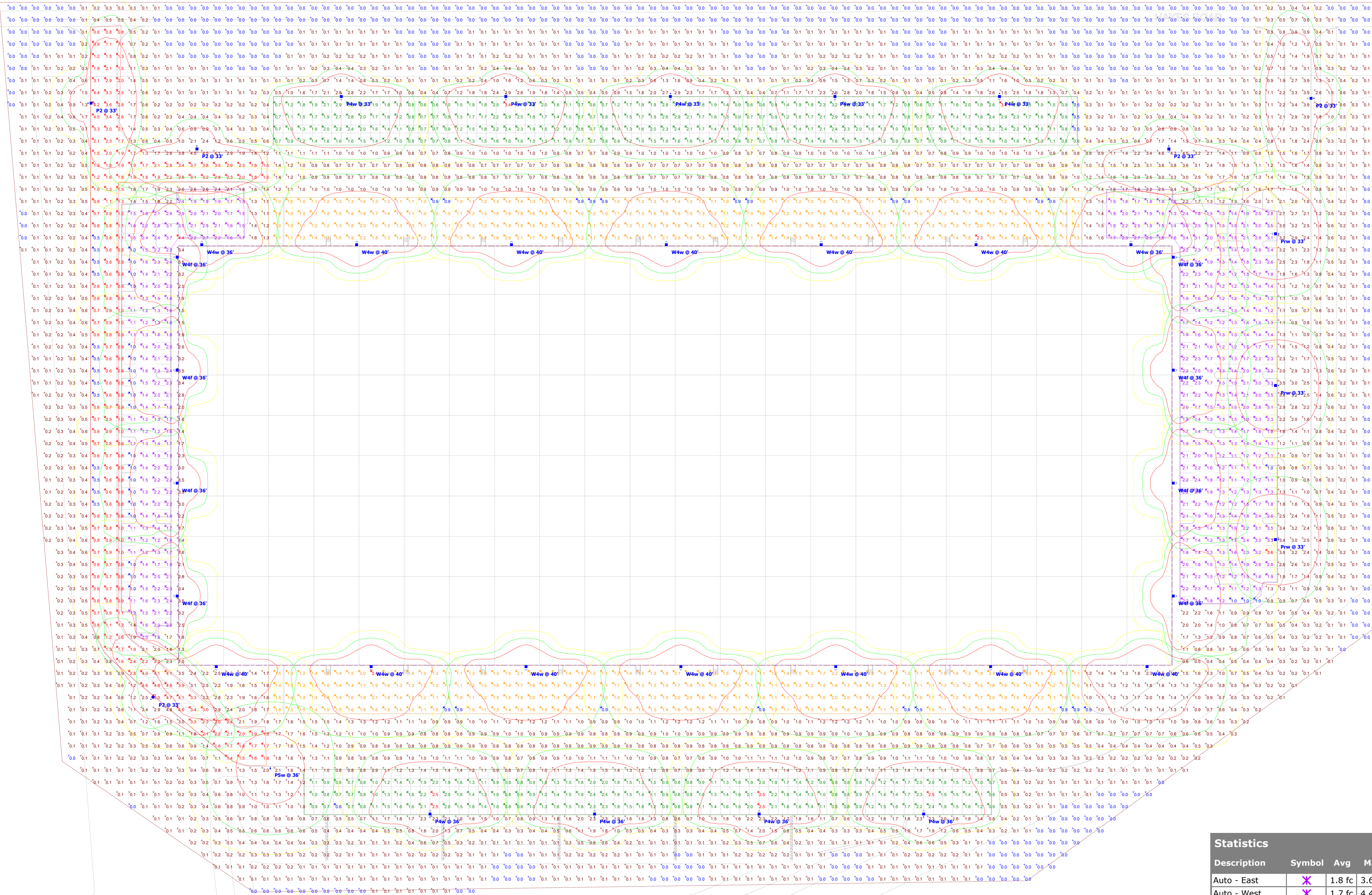
- └ Guy Wire & Anchor
- └ Utility Pole
- └ Telephone Pedestal Box
- Storm Sewer Manhole
- └ Guardrail
- └ Underground Communication
- └ Overhead Wires

EMHT
Evans, Mechwart, Hambelton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4200 • Fax: 614.775.3448
emht.com

Date: May 3, 2021
Scale: 1" = 100'
Job No: 2020-1165
Sheet: 2 of 2

REVISIONS

MARK	DATE	DESCRIPTION



Plan View
Scale - 1" = 60ft

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Auto - East	✖	1.8 fc	3.6 fc	1.0 fc	3.6:1	1.8:1
Auto - West	✖	1.7 fc	4.4 fc	1.0 fc	4.4:1	1.7:1
Dock - North	✖	1.3 fc	2.3 fc	0.9 fc	2.6:1	1.4:1
Dock - South	✖	1.4 fc	2.4 fc	0.9 fc	2.7:1	1.6:1
Driveway - West	✖	1.6 fc	5.0 fc	0.5 fc	10.0:1	3.2:1
Trailer - North	✖	1.5 fc	3.4 fc	0.5 fc	6.8:1	3.0:1
Trailer - South	✖	1.4 fc	2.5 fc	0.6 fc	4.2:1	2.3:1
xEntire Site	+	0.9 fc	5.0 fc	0.0 fc	N/A	N/A

Disclaimer:
Visual Professional has made great efforts to ensure the accuracy of their program, however Kraft Electric & Visual Professional assume no liability for the decisions made with the assistance of these design programs. Actual light levels generated by installed luminaires may differ from the light levels predicted by Visual Professional for a number of reasons including (but not limited to) electrical supply, equipment tolerances, installation details, lamp/ballast interaction, thermal factors and obstructions.

Schedule										
Symbol	Label	QTY	Manufacturer	Catalog Number	Description	Number Lamps	Lumens per Lamp	LLF	Wattage	Notes
⏏	2P5w	0	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEON-SA4D-740-U-SWQ	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE V WIDE OPTICS	64	515	0.95	516	
⏏	P2	5	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEON-SA4D-740-U-T2	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE II OPTICS	64	480	0.95	258	
⏏	P4w	9	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEON-SA4D-740-U-T4W	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV WIDE OPTICS	64	486	0.95	258	
⏏	P5w	1	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEON-SA4D-740-U-SWQ	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE V WIDE OPTICS	64	515	0.95	258	
⏏	Prw	3	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEON-SA4D-740-U-RW	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND RECTANGULAR WIDE OPTICS	64	500	0.95	258	
⏏	W4f	8	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEON-SA4D-740-U-T4FT	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV FORWARD THROW OPTICS	64	492	0.95	258	
⏏	W4w	14	COOPER LIGHTING SOLUTIONS - MCGRAW-EDISON (FORMERLY EATON)	GLEON-SA4D-740-U-T4W	GALLEON AREA AND ROADWAY LUMINAIRE (4) 70 CRI, 4000K, 1200mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV WIDE OPTICS	64	486	0.95	258	