

TRANSFER
NOT NECESSARY
JUN-1 1965.

ARCH J. WARREN
AUDITOR
FRANKLIN COUNTY, OHIO

JUN 1 - 1965
Received JUN 19 1965 at 1:00 P.M.
Recorded JUN 2 1965 in Franklin County
JUN 3 1965 JAMES A. SCHAEFER, Recorder
Recorder's Fee 5.00

PARKING EASEMENT

11217

This agreement, made this 29th day of April, 1965, by and between BRIGGS ROAD SHOPPING CENTER CORP., an Ohio corporation, Owner, hereinafter called "Shopping Center", THE HUNTINGTON NATIONAL BANK OF COLUMBUS, hereinafter called "Huntington", THE FENN MUTUAL LIFE INSURANCE COMPANY, hereinafter called "Fenn Mutual" and S.M. FLICKINGER CO., INC. hereinafter called "Flickinger".

WITNESSETH:

WHEREAS, Fenn Mutual will hold a mortgage on the following premises, hereinafter called "Parcel A", to-wit:

Situated in the County of Franklin, State of Ohio, City of Columbus, and being 209 feet measured at right angles off the entire west end of Reserve "A" of "BROOKSHIRE PARK NO. 3" as the plat of same is shown of record in Plat Book 31, Page 25, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at an iron pin at the northwest corner of said Reserve "A";

thence along the north line of Reserve "A", South $74^{\circ} 29' 150''$ East, 209 feet to a point;

thence South $15^{\circ} 30' 10''$ West, (parallel to the west line of Reserve "A"), 300.29 feet to a point in the south line of said Reserve "A";

thence along the south line of said Reserve "A", (being the north line of Briggs Road), North $74^{\circ} 25' 10''$ West, 189.03 feet to an iron pin at the point of curvature of the intersection curve connecting the north line of Briggs Road with the east line of Bronwyn Avenue;

thence along the arc of said curve, (radius=20 feet, Delta=89° 55' 20", Tangent=19.97 feet), the long chord of which bears North $29^{\circ} 27' 30''$ West, 28.26 feet to the point of tangency of said curve in the east line of Bronwyn Avenue;

thence along the east line of Bronwyn Avenue, being the west line of Reserve "A", North $15^{\circ} 30' 10''$ East, 280.03 feet to the place of beginning.

Subject, however, to easements for utility purposes as shown on the plat of "BROOKSHIRE PARK NO. 3"

WHEREAS, Huntington holds a mortgage on the following premises, hereinafter called "Parcel B", to-wit:

Situated in the County of Franklin, State of Ohio, City of Columbus, and being 80.5 feet out of Reserve "A" of "BROOKSHIRE PARK NO. 3" as the plat of same is shown of record in Plat Book 31, page 25, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the North line of said Reserve "A" located South $74^{\circ} 29' 150''$ East 210 feet from an iron pin at the

EVANS MECHWART HAMBLETON & TILTON

CONSULTING ENGINEERS SURVEYORS
COLUMBUS, OHIO

VOL 2649 PAGE 317

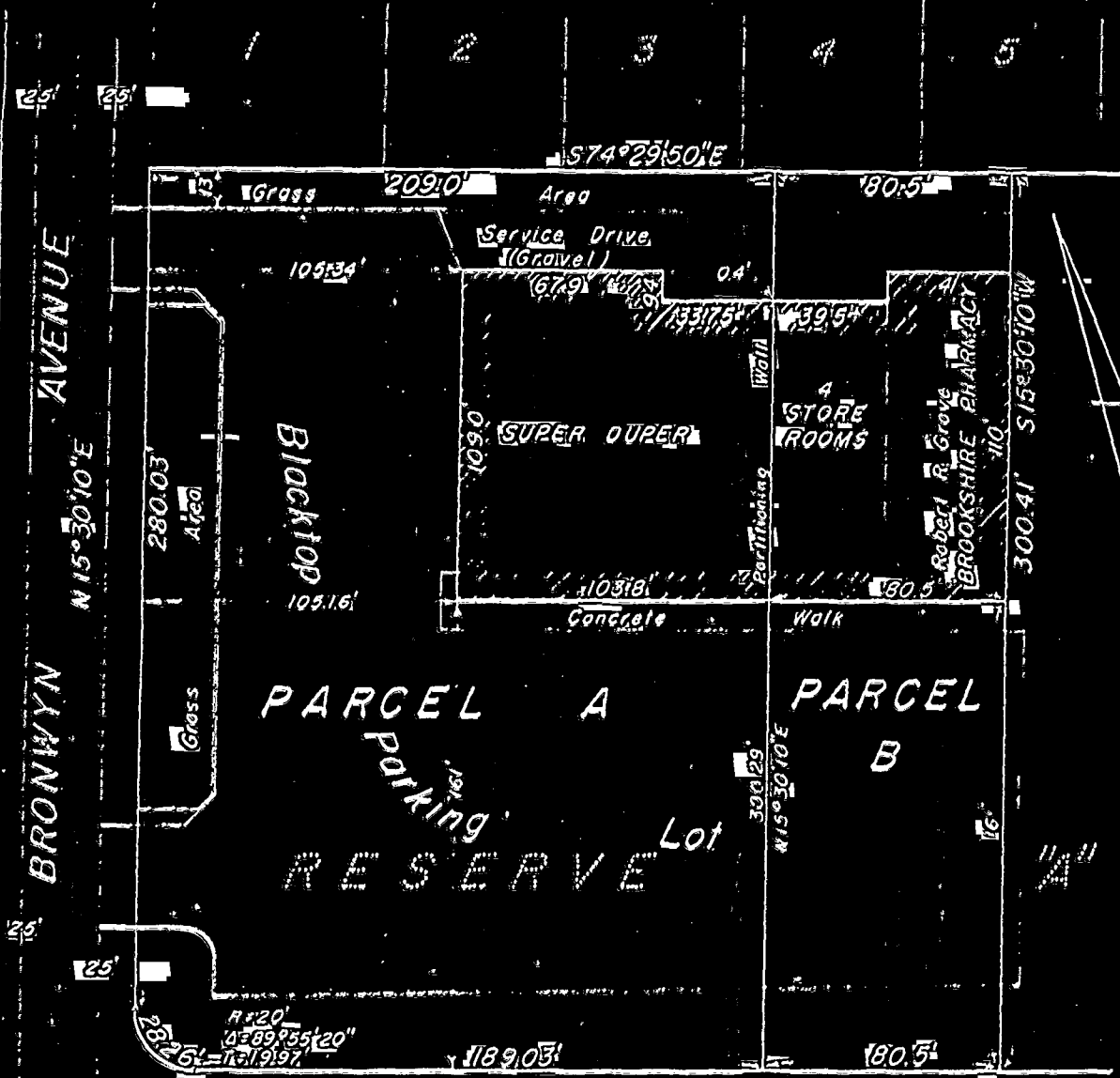
PLAT SHOWING DIVISION OF PART OF
RESERVE "A" BROOKSHIRE PARK No 3
City of Columbus, Franklin County, Ohio

SCALE 1" = 50'

MARCH 10, 1965

DEED BOOK _____ PAGE _____

PLAT BOOK _____ PAGE _____



Sur. Book 2 Page 56

We hereby certify that the foregoing plat was prepared from an actual survey of the premises and shows the location of the boundaries

EVANS MECHWART HAMBLETON & TILTON

E. E. Maddox
Registered Surveyor # 1965

Northwest corner of said Reserve "A" (said point also being the Northeast corner of another portion of said Reserve "A" described as 210 feet, measured at right angles, off the entire west end of said Reserve "A");

thence, from said beginning point, Easterly along the North line of Reserve "A", 80.5 feet to a point;

thence, southerly parallel to the West line of said Reserve "A", 300 feet, more or less, to a point in the South line of said Reserve "A";

thence, westerly along said South line of said Reserve "A" 80.5 feet to a point, said point also being the Southeastern corner of said other portion of Reserve "A" (described as 210 feet, measured at right angles, off the entire West end of said Reserve "A");

thence, northerly along the Easterly line of said other portion of Reserve "A", 300 feet, more or less, to the place of beginning;

WHEREAS, S.M. Plickinger Co., Inc. is the successor to Super Duper, Inc., the original lessee under a lease from Shopping Center dated December 14, 1959 for a certain storeroom located in the above described Parcel A.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto, intending to be legally bound hereunder, mutually agree that in the event that Parcels A and B become owned by separate persons, the owners of the land on which this joint easement is located shall pay for the repair and maintenance of that portion of the parking lot located on their respective lands. The parties also agree:

1. The following agreements contained in this paragraph are covenants running with the land; they are made by each party to this agreement only with respect to the parcel of land in which each party has, or will have, any interest and only to the extent of each party's legal capacity to make the same; they are made by each party for the benefit of each other party and for the benefit of present and future lessees and the grantees, successors, assigns, lessees, agents, employees, customers and invitees of each party; and they shall continue in full force and effect until modified or terminated by mutual agreement of the parties then owning and then having any interest in the parcels affected:

Such agreements are that:

a. All parking areas on Parcels A and B, and entrances and exits to said parking areas and all service drives shall be used and enjoyed in common by the parties hereto and the beneficiaries above named in Paragraph No. 1.

b. The owner or owners of Parcel A or Parcel B shall have the sole right to determine what portion of its or their property shall be developed as a parking area provided, however, that no reduction or change of the presently existing parking areas on Parcels A and B shall be made without the express written consent