

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made effective as of the ____ day of _____, 2014 (the "Effective Date") by and between **CITY OF GAHANNA**, an Ohio municipal corporation, with a mailing address of 200 South Hamilton Road, Gahanna, Ohio 43230 ("Grantor"), and **BONITA25 REAL ESTATE INVESTORS LLC**, an Ohio limited liability company, with a mailing address of 6253 Riverside Drive, Suite 200, Dublin Ohio 43017 ("Grantee") (Grantor and Grantee are also each individually referred to herein as an "Owner" and collectively as "Owners").

RECITALS

A. Grantor is the owner of a certain parcel of land located in Gahanna, Franklin County, Ohio, and more particularly described on attached Exhibit A (the "Grantor Property").

B. Grantee is the owner of a certain parcel of land located in Gahanna, Franklin County, Ohio, and more particularly described on attached Exhibit B (the "Grantee Property") (the Grantor Property and the Grantee Property are individually referred to as a "Property" and collectively as the "Properties").

C. Grantor desires to grant an easement to Grantee for installation, operation, maintenance and repair of a graded slope on the Grantor Property as more fully described in this Agreement and on the terms set forth below.

GRANT OF EASEMENTS

1.1 Easement for Grading and Slope. In consideration of the mutual covenants and conditions hereafter set forth, Grantor grants to Grantee a perpetual, non-exclusive easement (the "Grading and Slope Easement") upon, under and through a portion of the Grantor Property as depicted on site plan attached here to as Exhibit C (the "Site Plan") and as more particularly described on the attached Exhibit D, for the fill, slope, drainage and grading of the Grading and Slope Easement area for the benefit of the Grantee Property, together with all related, associated and required improvements.

1.2 Grading and Slope Work by Grantee. Grantee shall complete the grading and slope work (the “Grantee’s Work”) in accordance with the following terms and conditions:

(a) The Grantee’s Work will be completed as promptly as possible, in a good and workmanlike manner, and in accordance with the approved engineering plan attached as Exhibit C (the “Engineering Plan”).

(b) Grantee will be responsible to obtain and comply with all necessary permits, including but not limited to all permits required under the Clean Water Act and Ohio’s Water Pollution Control Act.

(c) The Grantee’s Work shall be constructed in accordance with the Ohio Department of Transportation (“ODOT”) regulations chapter 203.07. Each lift of embankment fill soil shall be compacted to at least ninety-eight percent (98%) to one hundred two percent (102%) of maximum dry density, AASHTO T99 (ASTM D 698, Standard Proctor). The moisture content shall be +/- three (3) percentage points of the optimum moisture content determined by AASHTO T99.

(d) The final graded slope in the Grading and Slope Easement area will provide for at least an eighteen (18) foot wide earthen bench to receive trail construction materials for the Grantor’s development of a multi-purpose trail (the “Trail”) on the Grantor Property at the elevation indicated on Exhibit C and Exhibit E approximately at elevation 815.0 feet) such that the Trail’s finished asphalt pavement meets with adjacent grades per AASHTO standards, or as determined in writing as part of the Engineering Plan.

(e) As part of the Grantee’s Work, a drainage swale will be constructed on the eastern side of the earthen bench created and reserved for the Trail in order to catch all surface drainage from said final graded slope and convey it to drainage structures carrying drainage to the Sycamore Run Basin without crossing the surface of the asphalt pavement of the Trail. All drainage structures and pipes will be precast concrete in accordance with the Engineering Plan.

(f) The Grantee’s Work will include the payment for all costs and expenses related to geotechnical testing to complete the fills within the Grading and Slope Easement area, including all necessary testing of fill material to determine suitability, compaction tests of each eight (8) inch lift of fill placed on the Grantor Property (including within the Temporary Construction Easement, as defined below) and a final report from a qualified-licensed geotechnical engineer demonstrating that all compaction and fill standards outlined in the Engineering Plan were met for all fill placement. Grantee will meet all required fill compaction specifications, in accordance with the Ohio Department of Transportation Standards and Specifications, and under the supervision and approval of the Grantor.

(g) The Grantee’s Work will include the payment for all costs and expenses related to preparing and providing the legal descriptions and drawings depicting the Easements attached to this Agreement in the exhibits.

(h) Grantee shall not commence Grantee's Work nor enter upon the Grantor Property nor permit any of its contractors, agents, or representatives to enter upon the Grantor Property without Grantor's written consent or the presence of Grantor's designee, as appointed by Grantor's Engineer's office.

(i) Grantee shall not permit any debris of any kind to be buried, or left to remain on the Grantor Property.

(j) Access to the Grantor Property is strictly limited to the Grading and Slope Easement area and Temporary Construction Easement, as applicable (collectively, the "Easements"). The Grantee's Work will include an accurate staking of the Easements by a qualified surveyor licensed in Ohio identifying the limits of the Easements.

(k) In the event Grantee fails to perform in accordance with the terms and conditions of this Agreement, including any failure or poor workmanship related to the excavation, seeding, erosion control measures, storm water drainage, along with any subsequent damage caused by such failure or poor workmanship, said failure and/or damage shall be immediately remedied by the Grantee upon observation, or notification to Grantee by Grantor, but in no event shall failure remain uncured for more than thirty (30) days after such notice. In the event Grantee fails to remedy or cure a failure or repair damage caused by the Grantee's Work within thirty (30) days of observation or notification, Grantor shall have the right to perform on Grantee's behalf and complete all necessary repairs at Grantee's sole cost and expense. Immediately upon receipt of an invoice from Grantor for such repairs, Grantee shall reimburse Grantor the full cost of the repair, plus a twenty-five percent (25%) administrative and management fee associated with such repairs. In the event Grantee fails to reimburse the Grantor for repairs in accordance with this Section 1.2(k) within thirty (30) days after Grantee's receipt of the invoice, Grantor shall be entitled to seek any and all damages available to Grantor at law or in equity, including but not limited to, the filing of a lien on the Grantee Property.

(l) The Grantee's Work will also provide for the design, but not construction, of a ten (10) foot wide, paved multi-use trail on the northern, southern and western perimeter of the Grantee property as part of the Sycamore Run Park development. In addition, Grantee's design shall connect the trail on the Grantee Property to the Trail in at least three different areas along the Trail in order to provide residents who reside on the Grantee Property access to the Trail.

1.3 Temporary Construction Easement. Grantor grants to Grantee a temporary construction easement over the temporary construction easement area on the Grantor Property that is twenty (20) feet beyond the Grading and Slope Easement line as depicted on the Site Plan (the "Temporary Construction Easement") and as more particularly described on the attached Exhibit D to facilitate the Grantee's Work, as well as any subsequent maintenance, repair or replacement of the Grading and Slope Easement, which work reasonably requires access to the Grantor Property (subject to supervision by Grantor's designee as provided in Section 1.2(h) above. The foregoing temporary construction easement includes a right of entry for construction

personnel and construction equipment as reasonably necessary in connection with the Grantee's Work. Grantee's exercise of the temporary construction easement set forth above for any of the Grantee's Work shall expire on the later of: i) the completion of the Grantee's Work or ii) one (1) year after the recording of this Agreement. Grantee, its agents, contractors, and employees will indemnify, defend and hold Grantor harmless from and against all claims, liabilities, costs and expenses, including but not limited to (a) claims for property damage or injury to or death of persons, and (b) mechanic's lien claims, arising out of or relating to the Grantee's Work undertaken by or on behalf of Grantee.

MAINTENANCE OF EASEMENT

2.1 Maintenance. After completion of the Grantee's Work, Grantee will maintain the Grading and Slope Easement. Grantee acknowledges and agrees that Grantee shall be responsible for the repair and maintenance of the Grading and Slope Easement as it relates to soil slips, stabilization, all types of vegetation, regular vegetation maintenance (including trimming, clearing or treating weeds and overgrowth), surface and sub-surface drainage, erosion control and repair thereof and the remedy of any condition resulting from its existence in accordance with Section 1.2(k) above. Any variances of its condition, state, physical characteristics or function from the approved engineering plan attached as Exhibit C (the "Engineering Plan") that may occur in the future, will promptly be repaired and remedied by Grantee, subject to Grantor's right to perform on Grantee's behalf as provided in Section 1.2(k) above.

MISCELLANEOUS

3.1 Use. Each Owner shall have the right to use its Property for any and all uses and purposes not inconsistent with the Easements and rights contained in this Agreement.

3.2 Runs with the Land. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Owners and their respective heirs, personal representatives, successors and assigns as the owners of the respective Properties. Without limiting the generality of the foregoing, the obligations under this Agreement will continue to be binding upon the Grantee Property notwithstanding any future subdivision of the Grantee Property or the fact that at any given time there are multiple owners of parcels comprising the original Grantee Property.

3.3 Severability. If any provision of this Agreement or the application of that provision to any persons or circumstances shall, to any extent, become invalid or unenforceable under applicable law, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

3.4 Authority. Grantor represents and warrants that it is the lawful owner of the Grantor Property in fee simple and that it has the full right and power to convey the Easements granted by it in this Agreement and that Grantor will warrant and defend the same against the claims of all persons. Grantee represents and warrants that it is the lawful owner of the Grantee

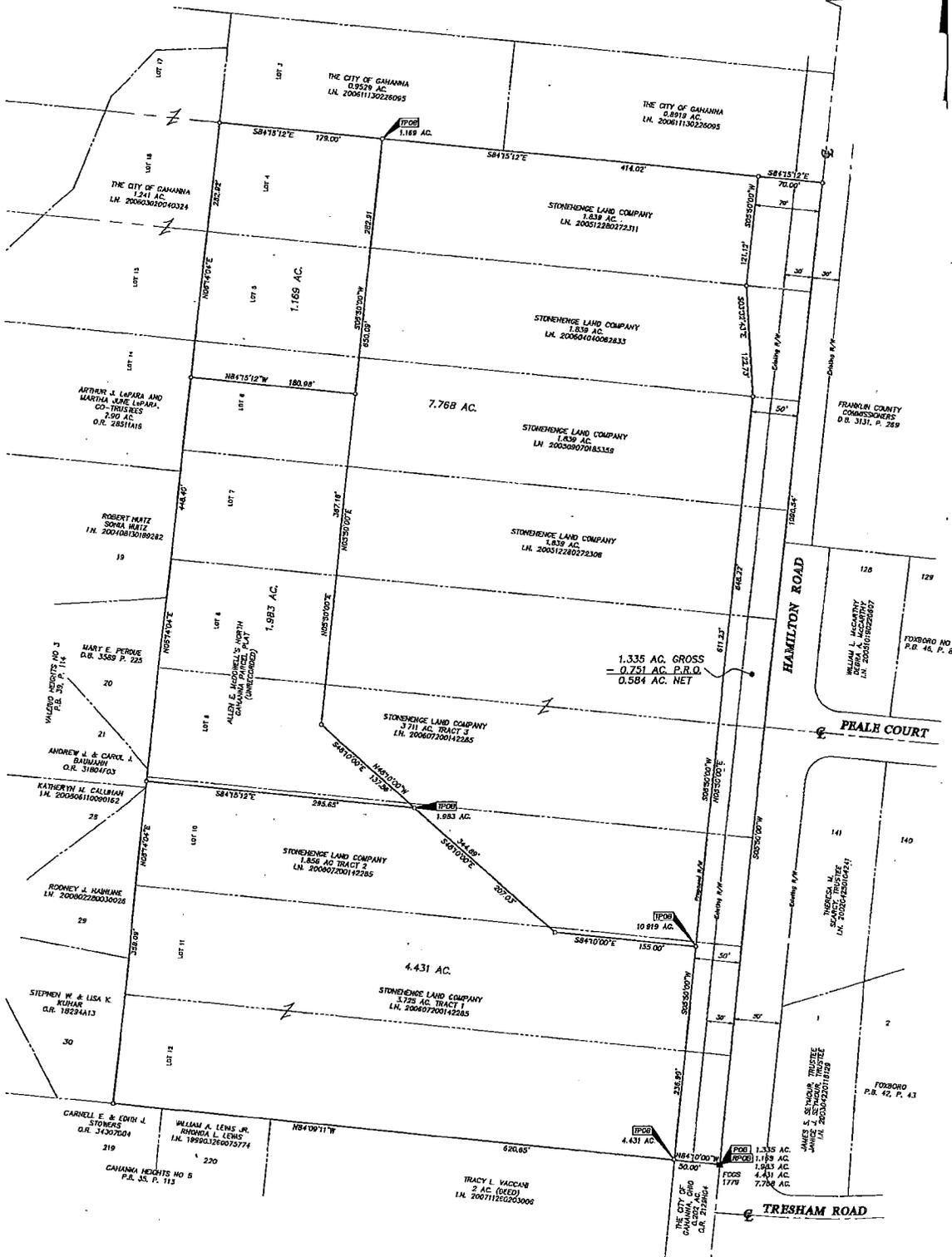
Property in fee simple and that it has full right and power to accept the rights and obligations of this Agreement.

3.5 Notices. All notices permitted or required under this Agreement will be in writing and will be given by (a) United States certified mail, return receipt requested, postage prepaid, (b) by personal delivery or (c) national overnight courier delivery service for next business day delivery, charges prepaid, and addressed to the applicable party at the address set forth in the introductory paragraph of this Agreement or to such other address as a party may specify from time to time by giving notice in accordance with this Section 3.5. All notices will be effective upon the date of receipt or, if applicable, refusal.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A

SURVEY OF ACREAGE TRACT QUARTER TOWNSHIP 1, TOWNSHIP 1, RANGE 17 UNITED STATES MILITARY LANDS CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO



10/20/2008 10:00 AM SURVEYED BY EMHT INC. DATE OF SURVEY 11/28/2008 11:58:28 AM. PLATTED BY JAMES H. HARRIS 11/28/2008 11:58:28 AM.

O = STONE FND.
 M = MON. FND.
 E = I.P. FND.
 S = I.P. SET
 ■ = MAG. NAIL FND.
 □ = MAG. NAIL SET
 ▲ = R.R. SPC. FND.
 △ = R.R. SPC. SET
 ◆ = P.X. NAIL FND.
 I.P. Set one 1/2" x 1/2" LD. 1/2" dia
 1/4" dia with top Interlock EMHT INC

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

BASES OF BEARINGS:
 Bearings are based on a portion of the centerline of Hamilton Road being South 05° 50' 00" West as referenced in Deed Book 2332, Page 163, Recorder's Office, Franklin County, Ohio.



EMHT		Date: December 10, 2008
Frank, Michael, Harold & Ben Inc. Engineering Surveyors, Towns & Counties 10000 Old State Road, Columbus, Ohio 43240 Phone: 614.291.1234 Fax: 614.291.1235		Scale: 1" = 50' Job No: 2008-1192 Sheet: 1 of 1
MARK DATE DESCRIPTION T.A.C. 12/10/08 Recheck by James H. Harris and Ben Inc.	REVISIONS 1 2 3 4 5	

EXHIBIT A

7.768 ACRES

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in Quarter Township 1, Township 1, Range 17, United States Military Lands, being part of Lots 4 thru 11 of that unrecorded subdivision entitled "Allen E. McDowell's North Gahanna Parcel Plat", and being part of the 1.839 acre tract (Lot 4), 1.839 acre tract (Lot 5), 1.839 acre tract (Lot 6), 1.839 acre tract (Lot 7), 3.711 acre Tract 3, 1.856 acre Tract 2 and 3.725 acre Tract 1 conveyed to Stonechenge Land Company by deeds of record in Instrument Number 200512280272311, Instrument Number 200604040062833, Instrument Number 200509070185359, Instrument Number 200512280272308, and Instrument Number 200607200142285 (respectively) (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Road, being North 05° 41' 05" East, with the centerline of Hamilton Road, a distance of 544.66 feet from Franklin County Geodetic Survey monument number 1778, also being South 05° 50' 00" West, with the centerline of Hamilton Road, a distance of 1727.40 feet from Franklin County Geodetic Survey monument number 1780, being a common corner of said 3.725 acre tract that 0.202 acre tract conveyed to The City of Gahanna, Ohio by deed of record in Official Record 2129H04;

thence North 84° 10' 00" West, with the line common to said 3.725 and said 0.202 acre tracts, a distance of 50.00 feet to an iron pin set at the common corner of said 0.202 acre tract and the remainder of the original 2 acre tract conveyed to Tracy L. Vaccani by deed of record in Instrument Number 200711260203006;

thence North 05° 50' 00" East, across said 3.725 acre tract, being 50 feet west of and parallel to the centerline of said Hamilton Road, a distance of 236.99 feet to an iron pin set at the TRUE POINT OF BEGINNING;

thence North 84° 10' 00" West, across said 3.725 acre tract, a distance of 155.00 feet to an iron pin set;

thence North 48° 10' 00" West, continuing across said 3.725 acre tract and across said 1.856 and 3.711 acre tracts, a distance of 344.89 feet to an iron pin set;

thence North 05° 50' 00" East, continuing across said 3.711 acre tract and across said 1.839 acre tract (Lot 7) and said 1.839 acre tract (Lot 6), a distance of 650.09 feet, to an iron pin set in the southerly line of the 0.9529 acre tract conveyed to The City of Gahanna by deed of record in Instrument Number 200611130226095;

thence South 84° 15' 12" East, with the northerly line of said 1.839 acre tract (Lot 4), the southerly line of said 0.9529 acre tract and the 0.8919 acre tract conveyed to The City of Gahanna by deed of record in Instrument Number 200611130226095, a distance of 414.02 feet to an iron pin set in the proposed westerly right-of-way line of said Hamilton Road;

thence with said proposed westerly right-of-way line, the following courses and distances:

South 05° 50' 00" West, across said 1.839 acre tract (Lot 4), being 70 feet west of and parallel to the centerline of said Hamilton Road, a distance of 121.12 feet to an iron pin;

South 03° 32' 43" East, across said 1.839 acre tract (Lot 5), a distance of 122.73 feet to an iron pin set;

South 05° 50' 00" West, across said 1.839 acre tract (Lot 6), said 1.839 acre tract (Lot 7), said 3.711, 1.856 and 3.725 acre tracts, being 50 feet west of and parallel to the centerline of said Hamilton Road, a distance of 611.23 feet to the TRUE POINT OF BEGINNING, containing 7.768 acres, more or less.

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.

Bearings are based on a portion of the centerline of Hamilton Road being South 05° 50' 00" West as referenced in Deed Book 2582, Page 463, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Heather L. King
Heather L. King
Registered Surveyor No. 8307

12/11/08
Date

HLK/11Dec2008
7_768 ac 81192bv2

APPROVED by Planning Commission;
City of Gahanna, Ohio;
No Plat Required
Isobel L. Sherwood
Isobel L. Sherwood, MMC
Clerk of Council

PRELIMINARY
APPROVAL
PENDING DEED ORDER
FRANKLIN COUNTY
ENGINEERING DEPT.
DATE: 1/8/09 BY: *JVS*

EXHIBIT A

1.983 ACRES

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in Quarter Township 1, Township 1, Range 17, United States Military Lands, being part of Lots 6 thru 10 of that unrecorded subdivision entitled "Allen E. McDowell's North Gahanna Parcel Plat", and being part of the 1.839 acre tract (Lot 6), 1.839 acre tract (Lot 7), 3.711 acre Tract 3 and 1.856 acre Tract 2 conveyed to Stonehenge Land Company by deeds of record in Instrument Number 200509070185359, Instrument Number 200512280272308, and Instrument Number 200607200142285 (respectively) (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Road, being North 05° 41' 05" East, with the centerline of Hamilton Road, a distance of 544.66 feet from Franklin County Geodetic Survey monument number 1778, also being South 05° 50' 00" West, with the centerline of Hamilton Road, a distance of 1727.40 feet from Franklin County Geodetic Survey monument number 1780, being a common corner of said 3.725 acre tract that 0.202 acre tract conveyed to The City of Gahanna, Ohio by deed of record in Official Record 2129H04;

thence North 84° 10' 00" West, with the line common to said 3.725 and said 0.202 acre tracts, a distance of 50.00 feet to an iron pin set at the common corner of said 0.202 acre tract and the remainder of the original 2 acre tract conveyed to Tracy L. Vaccani by deed of record in Instrument Number 200711260203006;

thence North 05° 50' 00" East, across said 3.725 acre tract, being 50 feet west of and parallel to the centerline of said Hamilton Road, a distance of 236.99 feet to an iron pin set;

thence North 84° 10' 00" West, across said 3.725 acre tract, a distance of 155.00 feet to an iron pin set;

thence North 48° 10' 00" West, continuing across said 3.725 acre tract and across said 1.856 acre tract, a distance of 207.03 feet to an iron pin set at the TRUE POINT OF BEGINNING;

thence North 84° 15' 12" West, continuing across said 1.856 acre tract, a distance of 295.65 feet to an iron pin set in an easterly line of Lot 21 of the subdivision entitled "Valerio Heights No 3", of record in Plat Book 39, Page 114;

thence North 06° 14' 04" East, with the easterly line of said "Valerio Heights No 3" and the 2.90 acre tract conveyed to Arthur J. LePara and Martha June LePara, Co-Trustees, by deed of record in Official Record 28511A19, with the westerly line of said Stonehenge Land Company tracts, a distance of 448.40 feet to an iron pin set;

Thence across said Stonehenge Land Company tracts, the following courses and distances:

South 84° 15' 12" East, a distance of 180.98 feet to an iron pin set;

South 05° 50' 00" West, a distance of 367.18 feet to an iron pin set;

South 48° 10' 00" East, a distance of 137.86 feet to the TRUE POINT OF BEGINNING, containing 1.983 acres of land, more or less.

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.

Bearings are based on a portion of the centerline of Hamilton Road being South 05° 50' 00" West as referenced in Deed Book 2582, Page 463, Recorder's Office, Franklin County, Ohio.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Heather L. King
Registered Surveyor No. 8307

12/11/08
Date

HLK/10Dec2008
L_983 ac 81192bv2

PRELIMINARY APPROVAL	
DEED ORDER	
FRANKLIN COUNTY ENGINEERING DEPT.	
DATE: 12/15/08	BY: JVS

EXHIBIT B

TRANSFERRED

AUG - 7 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

15590

Conveyance	
Mandatory-	600.00
Permissive-	600.00 BD
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	



201308070134782
 Pgs: 4 \$64.00 T20130071719
 08/07/2013 4:23PM ND
 Terry J. Brown
 Franklin County Recorder

SHERIFF'S DEED

Rev. Code Sec. 2329.36

I, ZACHARY SCOTT, Sheriff of Franklin County, Ohio pursuant to the Order of Sale entered on May 8, 2013, in which Bonita25 Real Estate Investors LLC recovered of Stonehenge Land Company the judgment granted on January 31, 2013 in the amount of \$2,334,284.37 plus interest, together with the costs of said action, and in consideration of the sum of \$600,000.00, the receipt whereof is hereby acknowledged, from the sale conducted on June 21, 2013 and upon Confirmation of Sale, do hereby GRANT, SELL AND CONVEY unto **BONITA25 REAL ESTATE INVESTORS LLC** all rights, title and interest of the parties in the Court of Common Pleas, Franklin County, Ohio, Case No. 12CV-013791, and all pleadings therein incorporated herein by reference in and to the following Lands and Tenements situated in the County of Franklin and State of Ohio, known and described as follows, to- wit:

SEE EXHIBIT A, INCORPORATED HEREIN

This deed does not reflect any restrictions, conditions or easements of record.

Prior Owner: Stonehenge Land Company
 Property Addresses: 471 North Hamilton Road, Gahanna Ohio 43230
 Parcel Number: ~~025-007972~~
 025-001972

EXHIBIT B

9.751 ACRES

Situated in the State of Ohio, County of Franklin, City of Gahanna, located in Quarter Township 1, Township 1, Range 17, United States Military Lands, being part of Lots 4 thru 11 of that unrecorded subdivision entitled "Allen E. McDowell's North Gahanna Parcel Plat", and being part of the 1.839 acre tract (Lot 4), 1.839 acre tract (Lot 5), 1.839 acre tract (Lot 6), 1.839 acre tract (Lot 7), 3.711 acre Tract 3 (Lots 8 and 9), 1.856 acre Tract 2 (Lot 10) and 3.725 acre Tract 1 (Lots 11 and 12) conveyed to Stonehenge Land Company by deeds of record in Instrument Number 200512280272311, Instrument Number 200604040062833, Instrument Number 200509070185359, Instrument Number 200512280272308, and Instrument Number 200607200142285 (respectively) (all references refer to the records of the Recorder's Office, Franklin County, Ohio), and being described as follows:

Beginning, for reference, at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Road, being North 05° 41' 05" East, with the centerline of Hamilton Road, a distance of 544.66 feet from Franklin County Geodetic Survey monument number 1778, also being South 05° 50' 00" West, with the centerline of Hamilton Road, a distance of 1727.40 feet from Franklin County Geodetic Survey monument number 1780, being a common corner of that 1.335 acre tract conveyed to City of Gahanna, Ohio by deed of record in Instrument Number 200901220008548 and that 0.202 acre tract conveyed to The City of Gahanna, Ohio by deed of record in Official Record 2129H04;

thence North 84° 10' 00" West, with the line common to said 1.335 and 0.202 acre tracts, a distance of 50.00 feet to an iron pin set at the common corner of said 1.335 and 0.202 acre tracts, the remainder of the original 2 acre tract conveyed to John V. Vaccani by deed of record in Instrument Number 200912240186377, and that 4.431 acre tract conveyed to City of Gahanna, Ohio by deed of record in Instrument Number 200901220008549, being in the westerly right-of-way line of Hamilton Road;

thence North 05° 50' 00" East, with said westerly right-of-way line, the line common to said 4.431 and 1.335 acre tracts, a distance of 236.99 feet to an iron pin set at the common corner of said 4.431 acre tract and the remainder of said 3.725 acre tract, the TRUE POINT OF BEGINNING;

thence with the northerly line of said 4.431 acre tract, the following courses and distances:

North 84° 10' 00" West, with a southerly line of the remainder of said 3.725 acre tract, a distance of 155.00 feet to an iron pin set;

North 48° 10' 00" West, with a southerly line of said 3.725 and 1.856 acre tracts, a distance of 207.03 feet to an iron pin set; and

North 84° 15' 12" West, with a southerly line of said 1.856 acre tract, a distance of 295.65 feet to an iron pin set in an easterly line of Lot 21 of the subdivision entitled "Valerio Heights No 3", of record in Plat Book 39, Page 114;

thence North 06° 14' 04" East, with the westerly line of said 3.711 acre tract, said 1.839 acre tract (Lot 7) and 1.839 acre tract (Lot 6), the easterly line of said "Valerio Heights No 3" and that 1.9176 acre tract conveyed to City of Gahanna by deed of record in Instrument Number 200812310185794, a distance of 448.40 feet to an iron pin set at the southwesterly corner of that 1.169 acre tract conveyed to City of Gahanna, Ohio by deed of record in Instrument Number 200901220008549;

thence South 84° 15' 12" East, with the southerly line of said 1.169 acre tract, a northerly line of the remainder of said 1.839 acre tract (Lot 6), a distance of 180.98 feet to an iron pin set;

thence North 05° 50' 00" East, with the easterly line of said 1.169 acre tract, the westerly line of the remainder of said 1.839 acre tract (Lot 6), 1.839 acre tract (Lot 5) and 1.839 acre tract

9.751 ACRES

-2-

(Lot 4), a distance of 282.91 feet to an iron pin set in the southerly line of that 0.9529 acre tract conveyed to The City of Gahanna by deed of record in Instrument Number 200611130226095;

thence South 84° 15' 12" East, with the northerly line of said 1.839 acre tract (Lot 4), the southerly line of said 0.9529 acre tract and that 0.8919 acre tract conveyed to The City of Gahanna by deed of record in Instrument Number 200611130226095, a distance of 414.02 feet to an iron pin set in the westerly line of said 1.335 acre tract, being the westerly right-of-way line of said Hamilton Road;

thence with said westerly right-of-way line, the following courses and distances:

South 05° 50' 00" West, with the easterly line of the remainder of said 1.839 acre tract (Lot 4), a distance of 121.12 feet to an iron pin;

South 03° 32' 43" East, with the easterly line of the remainder of said 1.839 acre tract (Lot 5), a distance of 122.73 feet to a an iron pin set;

South 05° 50' 00" West, with the easterly line of the remainder of said 1.839 acre tract (Lot 6), said 1.839 acre tract (Lot 7), and said 3.711, 1.856 and 3.725 acre tracts, a distance of 611.23 feet to the TRUE POINT OF BEGINNING, containing 9.751 acres, more or less.

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

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by field survey performed by EMH&T in January 2008.

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.

Bearings are based on a portion of the centerline of Hamilton Road being South 05° 50' 00" West as referenced in Deed Book 2582, Page 463, Recorder's Office, Franklin County, Ohio.

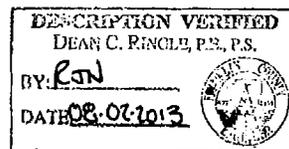


EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King 8/1/13

Heather L. King
Professional Survey No. 8307

HLK
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0-057-E
ALLOF
(025)
001972

EXHIBIT C



9235 Riverside Drive, Suite 200
Dublin, OH 43017

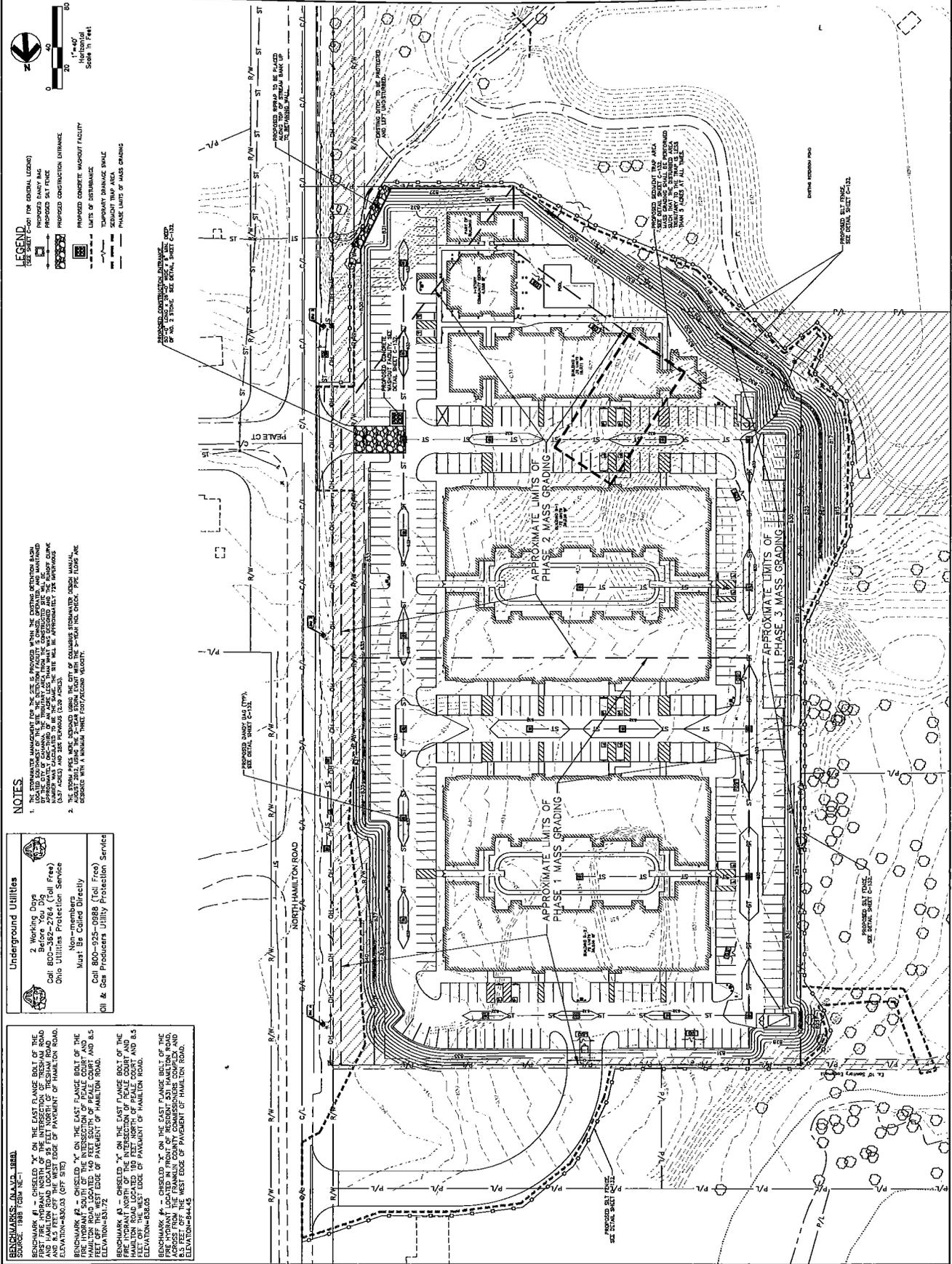
Lead Building Company LLC
9235 Riverside Drive, Suite 200
Dublin, OH 43017

REV	DATE	DESCRIPTION

PARK CROSSING
NORTH HAMILTON ROAD
GAMMANA, OHIO
SWPP PLAN
PV358

ISSUED FOR:	CONSTRUCTION
PERMIT:	09120214
NO:	
RECORD:	
PROJECT NUMBER:	
DRAWN:	JM
CHECKED:	

2013149.02
JOB NO.



NOTES

1. LOCATED UTILITIES SHOWN ON THIS PLAN ARE THE RESULT OF FIELD SURVEY AND ARE NOT GUARANTEED. THE LOCATION OF UTILITIES IS APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
2. THE EXISTING UTILITIES SHOWN ON THIS PLAN ARE THE RESULT OF FIELD SURVEY AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

Underground Utilities

2 Working Days
Call 800-582-2764 (Toll Free)
Ohio Utilities Protection Service

Non-members
Must Be Called Directly
Call 800-925-0988 (Toll Free)
Oil & Gas Producers Utility Protection Service

BENCHMARKS: ALABAMA 1988
SOURCE: 1989 FROM NE-1

BENCHMARK #1 - CHISELED "X" ON THE EAST FLANGE BOLT OF THE HAMILTON ROAD LOCATED 140 FEET SOUTH OF PEACE COURT AND 8.5 FEET OFF THE WEST EDGE OF PAVEMENT OF HAMILTON ROAD. ELEVATION=451.72

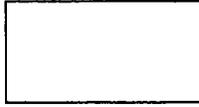
BENCHMARK #2 - CHISELED "X" ON THE EAST FLANGE BOLT OF THE HAMILTON ROAD LOCATED 140 FEET SOUTH OF PEACE COURT AND 8.5 FEET OFF THE WEST EDGE OF PAVEMENT OF HAMILTON ROAD. ELEVATION=451.72

BENCHMARK #3 - CHISELED "X" ON THE EAST FLANGE BOLT OF THE HAMILTON ROAD LOCATED 140 FEET SOUTH OF PEACE COURT AND 8.5 FEET OFF THE WEST EDGE OF PAVEMENT OF HAMILTON ROAD. ELEVATION=451.72

BENCHMARK #4 - CHISELED "X" ON THE EAST FLANGE BOLT OF THE HAMILTON ROAD LOCATED 140 FEET SOUTH OF PEACE COURT AND 8.5 FEET OFF THE WEST EDGE OF PAVEMENT OF HAMILTON ROAD. ELEVATION=451.72



1.800.955.4731
www.gpdgroup.com
GPD GROUP.
Glaus, Pyle, Schoner, Burns & DeHaven, Inc.



**EASEMENT
EXHIBIT**

Referenced Drawing:
2013149.02

Date:
7-3-14

Sketch #:
1 of 2

QUARTER TOWNSHIP 1
T 1, R 17
UNITED STATES MILITARY LANDS, CITY OF GAHANNA
COUNTY OF FRANKLIN, STATE OF OHIO

LINE DATA

LINE	DISTANCE	DIRECTION	LINE	DISTANCE	DIRECTION
L1	10.00	N 50° 05' 23" W	L17	54.69	S 3° 54' 37" W
L2	24.16	N 61° 54' 10" W	L18	24.72	N 50° 05' 23" W
L3	46.95	N 47° 41' 37" W	L19	24.00	N 86° 05' 23" W
L4	122.04	N 66° 20' 08" W	L20	56.00	N 3° 54' 37" E
L5	50.91	N 32° 36' 38" W	L21	24.00	S 85° 31' 15" E
L6	71.23	N 50° 32' 38" W	L22	55.76	S 3° 54' 37" W
L7	28.42	N 6° 30' 22" W	L23	20.00	N 3° 54' 37" E
L8	26.57	S 80° 01' 08" W	L24	72.00	S 86° 05' 23" E
L9	38.23	N 32° 04' 19" W	L25	618.84	S 3° 54' 37" W
L10	135.62	N 5° 39' 15" E	L26	20.00	N 86° 05' 23" W
L11	20.11	N 72° 27' 02" E	L27	598.84	N 3° 54' 37" E
L12	58.55	N 25° 30' 59" E	L28	52.00	N 86° 05' 23" W
L13	215.65	S 3° 54' 37" W	L29	65.00	N 86° 10' 35" W
L14	334.89	S 50° 05' 23" E	L30	8.00	N 3° 49' 25" E
L15	40.16	S 3° 54' 37" W	L31	65.00	S 86° 10' 35" E
L16	20.00	N 86° 05' 23" W	L32	8.00	N 3° 49' 25" E

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),
GEOID 12A, OHIO SOUTH ZONE.

TIED BY GPS TO O.D.O.T. VRS

LEGEND:

- P/L— EXISTING PROPERTY LINE
- R/W— EXISTING RIGHT OF WAY LINE
- C/L— EXISTING CENTER LINE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING

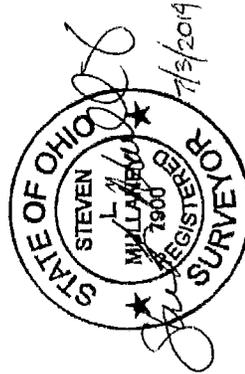


EXHIBIT D



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Claw, Pyle, Schomer, Burns & DeHeaven, Inc.



EASEMENT EXHIBIT

Referenced Drawing:
2013149.02

Date:
7-3-14

Sketch #:
2 of 2

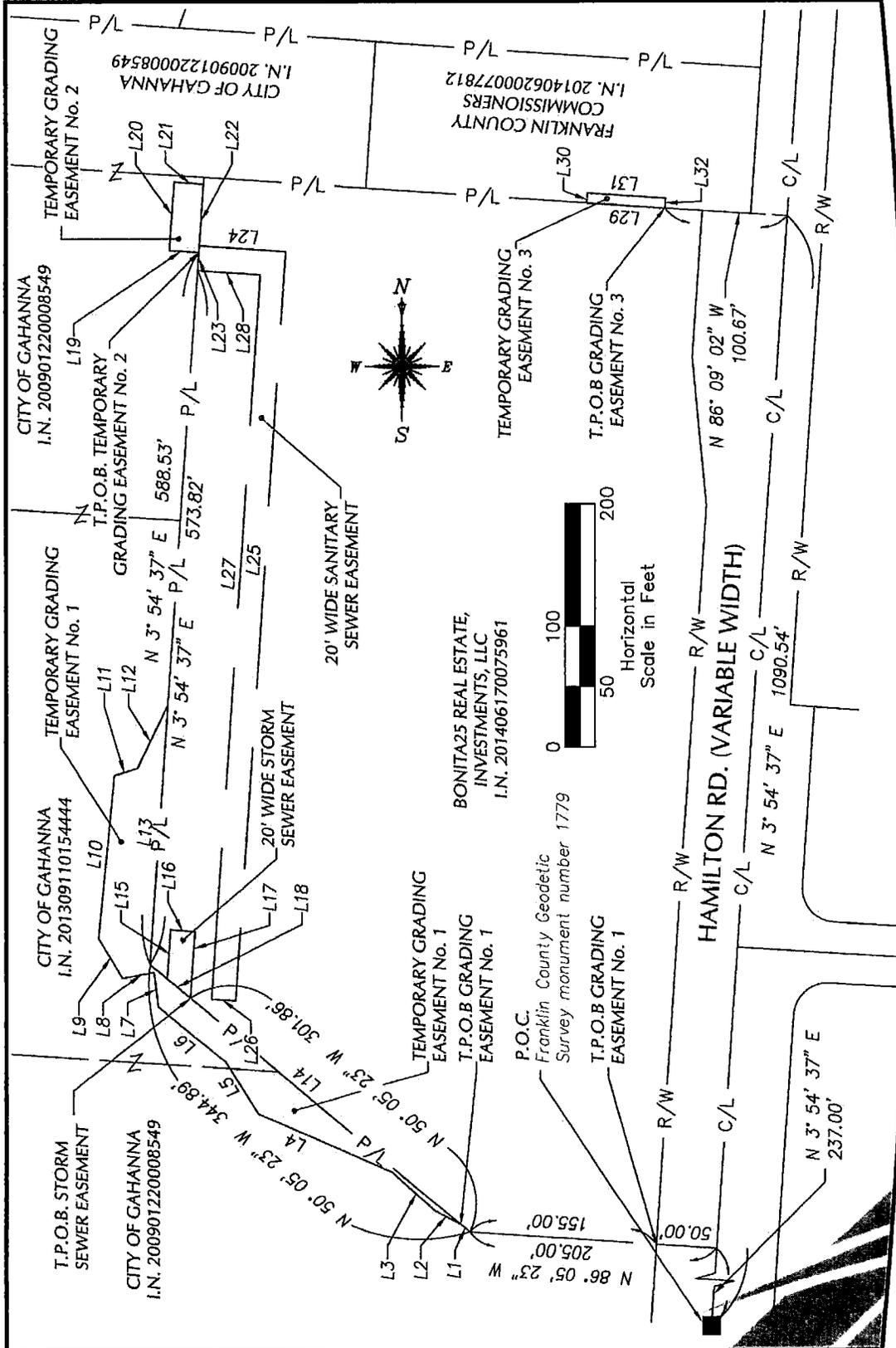


EXHIBIT D

Situated in the State of Ohio, County of Franklin, City of Gahanna, and being a part of Quarter Township 1, Township 1, Range 17, United States Military Lands, also being a portion of a parcel of land conveyed to Bonita25 Real Estate Investors LLC and recorded in Instrument No. 201406170075961 of said County's Records, and being further bounded and described as follows:

Commencing at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Rd. (variable width), thence along the centerline of said Hamilton Rd., N 3° 54' 37" E for a distance of 237.00 feet to a point, thence N 86° 05' 23" W for a distance of 50.00 feet to a point on the west right of way line of said Hamilton Rd., said point also being a southeast corner of said Bonita25 Real Estate Investors LLC, thence along the south line of said Bonita25 Real Estate Investors LLC, N 86° 05' 23" W for a distance of 155.00 feet to an angle break in said line, thence continuing along said south line, N 50° 05' 23" W for a distance of 344.89 feet to an angle break in said line, thence along the west line of said Bonita25 Real Estate Investors LLC, N 3° 54' 37" E for a distance of 573.82 to a point, said point being the **TRUE POINT OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following six (6) courses and distances:

1. Thence continuing along said west line, N 3° 54' 37" E for a distance of 20.00 feet to a point;
2. S 86° 05' 23" E for a distance of 72.00 feet to a point;
3. S 3° 54' 37" W for a distance of 618.84 feet to a point;
4. N 86° 05' 23" W for a distance of 20.00 feet to a point;
5. N 3° 54' 37" E for a distance of 598.84 feet to a point;
6. N 86° 05' 23" W for a distance of 52.00 feet to the True Point of Beginning and containing 0.3080 acres (13,417 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, dba GPD Group, in July of 2014.

Basis of Bearing is State Plane Grid North, NAD 83 (2011), Geoid 12A, Ohio South Zone.

O:\2013\2013149\02 - Hamilton Road Apt\survey\Easement Descriptions\Sanitary Sewer Easement.doc



EXHIBIT D

Situated in the State of Ohio, County of Franklin, City of Gahanna, and being a part of Quarter Township 1, Township 1, Range 17, United States Military Lands, also being a portion of a parcel of land conveyed to Bonita25 Real Estate Investors LLC and recorded in Instrument No. 201406170075961 of said County's Records, and being further bounded and described as follows:

Commencing at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Rd. (variable width), thence along the centerline of said Hamilton Rd., N 3° 54' 37" E for a distance of 237.00 feet to a point, thence N 86° 05' 23" W for a distance of 50.00 feet to a point on the west right of way line of said Hamilton Rd., said point also being a southeast corner of said Bonita25 Real Estate Investors LLC, thence along the south line of said Bonita25 Real Estate Investors LLC, N 86° 05' 23" W for a distance of 155.00 feet to an angle break in said line, thence continuing along said south line, N 50° 05' 23" W for a distance of 301.86 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following four (4) courses and distances:

1. Thence continuing along said south line, N 50° 05' 23" W for a distance of 24.72 feet to a point;
2. N 3° 54' 37" E for a distance of 40.16 feet to a point;
3. S 86° 05' 23" E for a distance of 20.00 feet to a point;
4. S 3° 54' 37" W for a distance of 54.69 feet the True Point of Beginning and containing 0.0218 acres (949 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, dba GPD Group, in July of 2014.

Basis of Bearing is State Plane Grid North, NAD 83 (2011), Geoid 12A, Ohio South Zone.

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EXHIBIT D

Situated in the State of Ohio, County of Franklin, City of Gahanna, and being a part of Quarter Township 1, Township 1, Range 17, United States Military Lands, also being a portion of a parcel of land conveyed to the City of Gahanna, Ohio as recorded in Instrument No. 200901220008549 and Instrument No. 201309110154444 of said County's Records, and being further bounded and described as follows:

Commencing at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Rd. (variable width), thence along the centerline of said Hamilton Rd., N 3° 54' 37" E for a distance of 237.00 feet to a point, thence N 86° 05' 23" W for a distance of 50.00 feet to a point on the west right of way line of said Hamilton Rd., said point also being a northeast corner of said City of Gahanna, Ohio (Instrument No. 200901220008549), thence along said north line, N 86° 05' 23" W for a distance of 155.00 feet to an angle break in said line, thence continuing along said north line, N 50° 05' 23" W for a distance of 10.00 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following thirteen (13) courses and distances:

1. N 61° 54' 10" W for a distance of 24.16 feet to a point;
2. N 47° 41' 37" W for a distance of 46.95 feet to a point;
3. N 66° 20' 08" W for a distance of 122.04 feet to a point;
4. N 32° 36' 38" W for a distance of 50.91 feet to a point;
5. N 50° 32' 38" W for a distance of 71.23 feet to a point;
6. N 6° 30' 22" W for a distance of 28.42 feet to a point;
7. S 80° 01' 08" W for a distance of 26.57 feet to a point;
8. N 32° 04' 19" W for a distance of 38.23 feet to a point;
9. N 5° 39' 15" E for a distance of 135.62 feet to a point;
10. N 72° 27' 02" E for a distance of 20.11 feet to a point;
11. N 25° 30' 59" E for a distance of 58.55 feet to a point on an east line of said City of Gahanna (Instrument No. 201309110154444);
12. Thence along said east line, S 3° 54' 37" W for a distance of 215.65 feet to an angle break in said line;
13. Thence continuing along said east line, S 50° 05' 23" E for a distance of 334.89 feet to the True Point of Beginning and containing 0.3077 acres (13,405 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, dba GPD Group, in July of 2014.

Basis of Bearing is State Plane Grid North, NAD 83 (2011), Geoid 12A, Ohio South Zone.

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EXHIBIT D

Situated in the State of Ohio, County of Franklin, City of Gahanna, and being a part of Quarter Township 1, Township 1, Range 17, United States Military Lands, also being a portion of a parcel of land conveyed to the City of Gahanna, Ohio as recorded in Instrument No. 200901220008549 of said County's Records, and being further bounded and described as follows:

Commencing at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Rd. (variable width), thence along the centerline of said Hamilton Rd., N 3° 54' 37" E for a distance of 237.00 feet to a point, thence N 86° 05' 23" W for a distance of 50.00 feet to a point on the west right of way line of said Hamilton Rd., said point also being a southeast corner of said Bonita25 Real Estate Investors LLC, thence along the south line of said Bonita25 Real Estate Investors LLC, N 86° 05' 23" W for a distance of 155.00 feet to an angle break in said line, thence continuing along said south line, N 50° 05' 23" W for a distance of 344.89 feet to an angle break in said line, thence along the west line of said Bonita25 Real Estate Investors LLC, N 3° 54' 37" E for a distance of 588.53 to a point, said point being the **TRUE POINT OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following four (4) courses and distances:

1. N 86° 05' 23" W for a distance of 24.00 feet to a point;
2. N 3° 54' 37" E for a distance of 56.00 feet to a point;
3. S 85° 31' 15" E for a distance of 24.00 feet to a point on the west line of said Bonita25 Real Estate Investors LLC;
4. Thence along said west line, S 3° 54' 37" W for a distance of 55.76 feet the True Point of Beginning and containing 0.0308 acres (1,341 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, dba GPD Group, in July of 2014.

Basis of Bearing is State Plane Grid North, NAD 83 (2011), Geoid 12A, Ohio South Zone.

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EXHIBIT D

Situated in the State of Ohio, County of Franklin, City of Gahanna, and being a part of Quarter Township 1, Township 1, Range 17, United States Military Lands, also being a portion of a parcel of land conveyed to the Franklin County Commissioners as recorded in Instrument No. 201406200077812 of said County's Records, and being further bounded and described as follows:

Commencing at Franklin County Geodetic Survey monument number 1779, marking an angle point in the centerline of Hamilton Rd. (variable width), thence along the centerline of said Hamilton Rd., N 3° 54' 37" E for a distance of 1090.54 feet to a point, thence along the south line of said of said Franklin County Commissioners and its extension east, N 86° 10' 35" W for a distance 100.67 feet to a point, said point being the **TRUE POINT OF BEGINNING** of the parcel of land hereinafter described, thence clockwise along the following four (4) courses and distances:

1. Thence along said south line, N 86° 10' 35" W for a distance of 65.00 feet to a point;
2. N 3° 49' 25" E for a distance of 8.00 feet to a point;
3. S 86° 10' 35" E for a distance of 65.00 feet to a point;
4. S 3° 49' 25" W for a distance of 8.00 feet to the True Point of Beginning and containing 0.0119 acres (520 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, dba GPD Group, in July of 2014.

Basis of Bearing is State Plane Grid North, NAD 83 (2011), Geoid 12A, Ohio South Zone.

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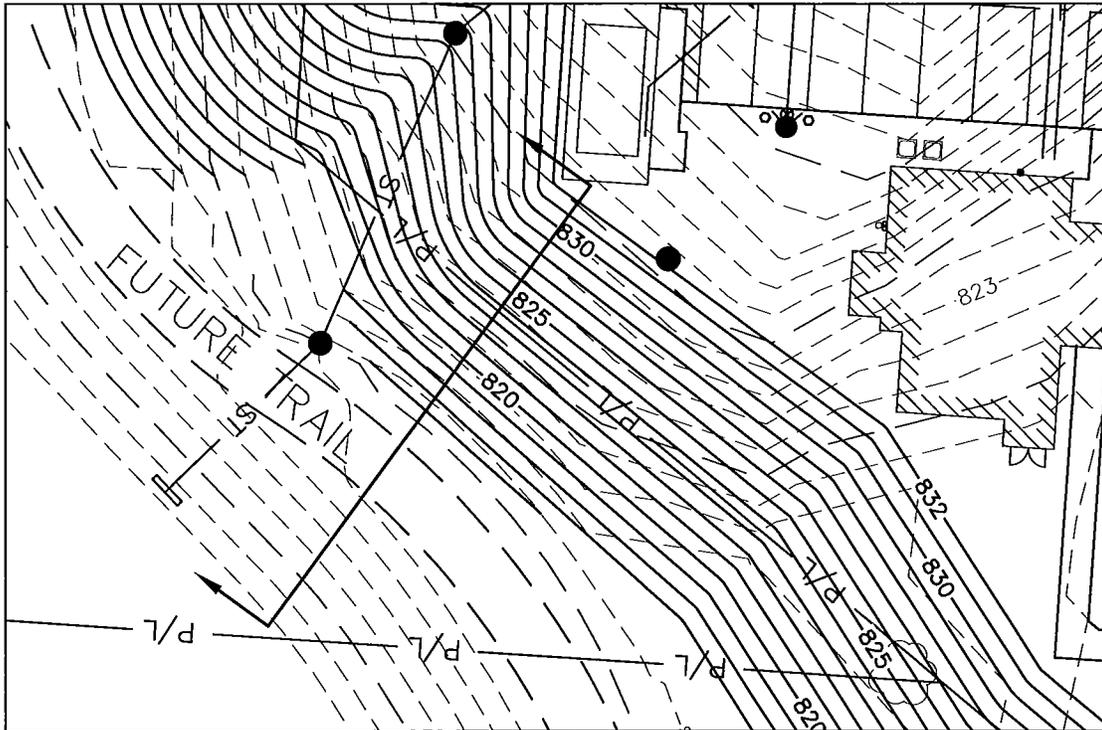


EXHIBIT E

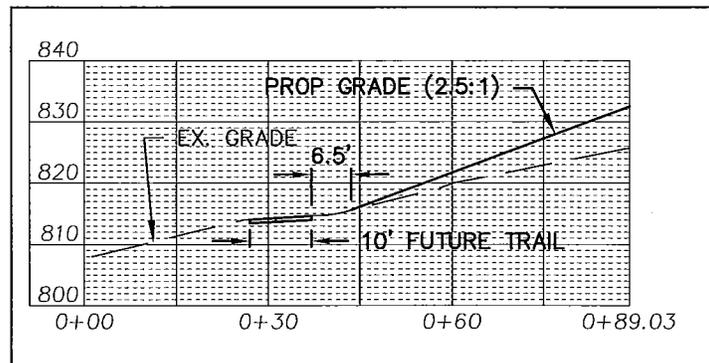
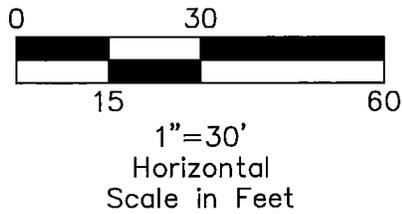
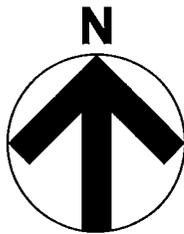
PARK CROSSING
TRAIL EXHIBIT
NORTH HAMILTON ROAD
GAHANNA, OH

Referenced Drawing:
C122
Date:
7/10/2014

ADD / PR / ASI / BUL / RFI #:
-
Sketch #:
TR1



TRAIL LAYOUT - PLAN VIEW



TRAIL LAYOUT - SECTION VIEW
SCALE: 1"=30" HORIZ./VERT.