



DEPARTMENT OF PLANNING

ZONING DIVISION  
200 S. Hamilton Road  
Gahanna, Ohio 43230  
614-342-4025  
zoning@gahanna.gov  
www.gahanna.gov

### SUBDIVISION WITHOUT PLAT APPLICATION

PROPERTY INFORMATION			
Project/Property Address: 294 S Hamilton Road / 298 S Hamilton Road		Project Name/Business Name: Hunter's Ridge Shopping Center	
Parcel #: 025-013435	Zoning: (see <u>Map</u> ) <b>PUD</b>	Acreage:	9.66

PROJECT SPECIFICATIONS	
Project Description: Lot Split of Hunter's Ridge Shopping Center	Proposed # of Lots: 3
	Total Acreage to be Split: 7.356; 1.050; 1.254

APPLICANT INFORMATION	
Applicant Name (Primary Contact): Matt Ellish	Applicant Address: 7900 Glade Road Suite 600 Boca Raton, Florida 33434
Applicant E-mail: mellish@pebbent.com	Applicant Phone: 561 613 4020 ext 132
Business Name (if applicable): Pebb Hunter's Ridge LLC	

ADDITIONAL CONTACTS	
*Please list all applicable contacts for correspondence*	
Name(s)	Contact Information (phone/email)
Jesse Knowlden	513 333 5215 / jknowlden@ctks.com
Property Owner Name: (if different from Applicant)	Property Owner Contact Information (phone no./email):

APPLICANT SIGNATURE BELOW CONFIRMS THE SUBMISSION REQUIREMENTS HAVE BEEN COMPLETED

I certify that the information on this application is complete and accurate to the best of my knowledge, and that the project as described, if approved, will be completed in accordance with the conditions and terms of that approval.

Applicant Signature: 

Date:

3/24/2022

ADDITIONAL INFORMATION ON NEXT PAGE....

INTERNAL  
USE

Zoning File No.

SWP-01142022

RECEIVED:

DATE:

KAU  
3-25-22

PAID:

DATE:

350.00  
3-25-22

Updated  
Jan 2022



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## SUBDIVISION WITHOUT PLAT APPLICATION - SUBMISSION REQUIREMENTS

TO BE COMPLETED/SUBMITTED BY THE APPLICANT:	
1.	Review Gahanna Code Chapter <u>1106</u> (visit <a href="http://www.municode.com">www.municode.com</a> )
2.	Survey of new property and residual property certified by a registered surveyor (11"x 17" copy)
3.	Legal description of new property and residual property certified by a registered surveyor (11" x 17" copy)
4.	Application fee (in accordance with the <u>Building &amp; Zoning Fee Schedule</u> )
5.	Application & all supporting documents submitted in digital format
6.	Application & all supporting documents submitted in hardcopy format
7.	<b>UPON APPROVAL:</b> <u>original deed(s)</u> must be signed and stamped "approved" by the Clerk of Council of the City of Gahanna and then, at the expense of the applicant, recorded with the <u>Franklin County Recorder's Office</u> .
8.	Authorization Consent Form Complete & Notarized (see page 3)

### PLEASE NOTE:

The application expires if no action is taken 6 months from the date of the last staff comment letter.



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## AUTHORIZATION CONSENT FORM

(must sign in the presence of a notary)

If you are filling out more than one application for the same project & address, you may submit a copy of this form with additional applications.

PROPERTY OWNER

### IF THE PROPERTY OWNER IS THE APPLICANT, SKIP TO NEXT SECTION

As the property owner/authorized owner's representative of the subject property listed on this application, hereby authorize the applicant/representative to act in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all terms and agreements made by the applicant/representative.

\_\_\_\_\_  
(property owner name printed)

\_\_\_\_\_  
(property owner signature)

\_\_\_\_\_  
(date)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of \_\_\_\_\_ County of \_\_\_\_\_

Stamp or Seal

Notary Public Signature: \_\_\_\_\_

Applicant/Property Owner/Representative

**AGREEMENT TO COMPLY AS APPROVED** As the applicant/representative/owner of the subject property listed on this application, I hereby agree that the project will be completed as approved with any conditions and terms of the approval, and any proposed changes to the approval shall be submitted for review and approval to City staff.

**AUTHORIZATION TO VISIT THE PROPERTY** I hereby authorize City representatives to visit, photograph and post notice (if applicable) on the subject property as described.

**APPLICATION SUBMISSION CERTIFICATION** I hereby certify that the information on this application is complete and accurate to the best of my knowledge.

PEBB Hunter's Ridge, LLC Math Ellish

\_\_\_\_\_  
(applicant/representative/property owner name printed)

\_\_\_\_\_  
(applicant/representative/property owner signature)

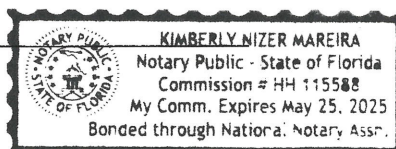
3/24/2022  
(date)

Subscribed and sworn to before me on this 24<sup>th</sup> day of March, 2022.

State of Florida County of Palm Beach

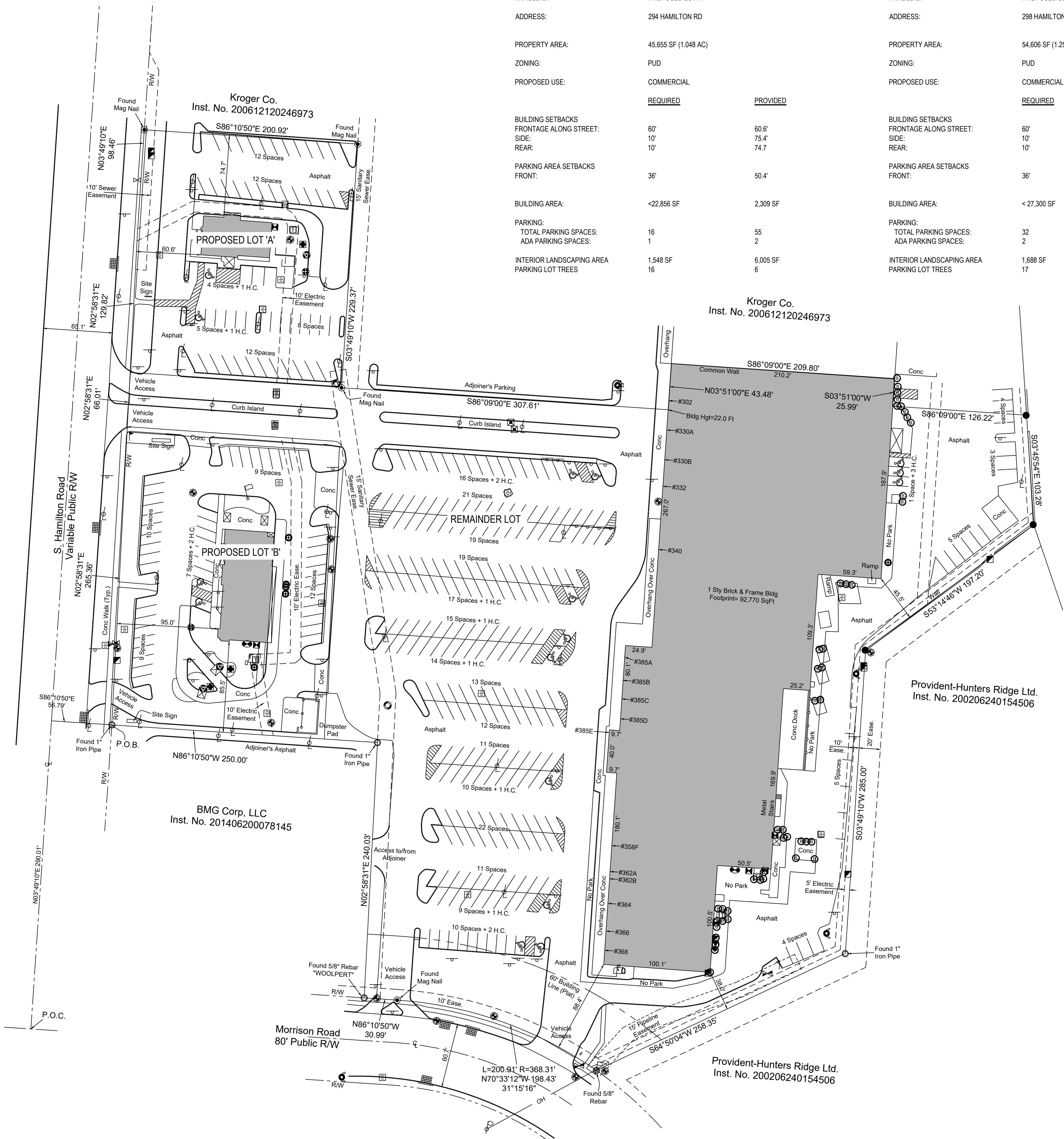
Notary Public Signature: \_\_\_\_\_

Stamp or Seal



Updated  
Jan 2022





PROPERTY DATA:

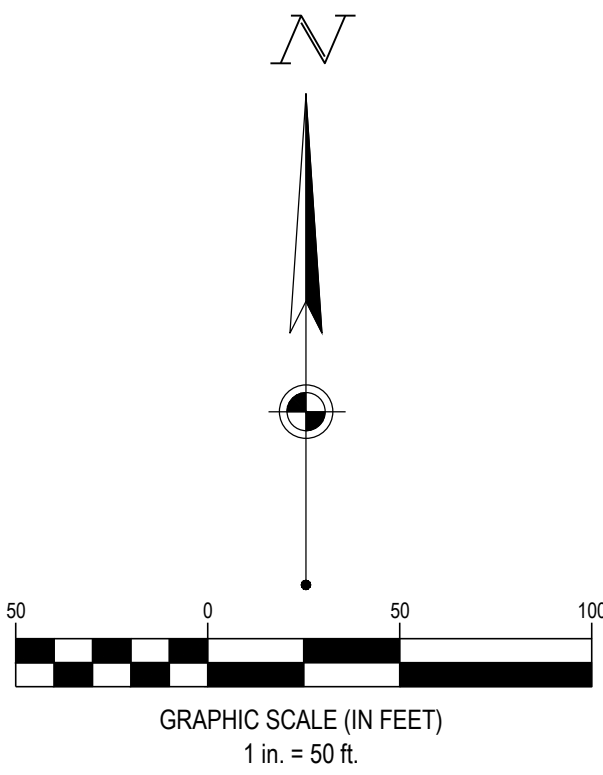
PARCEL ID:	PROPOSED LOT 'A'	
ADDRESS:	294 HAMILTON RD	
PROPERTY AREA:	45,655 SF (1.048 AC)	
ZONING:	PUD	
PROPOSED USE:	COMMERCIAL	
	REQUIRED	PROVIDED
BUILDING SETBACKS		
FRONTAGE ALONG STREET:	60'	60.6'
SIDE:	10'	75.4'
REAR:	10'	74.7'
PARKING AREA SETBACKS		
FRONT:	36'	50.4'
BUILDING AREA:	<22,856 SF	2,309 SF
PARKING:		
TOTAL PARKING SPACES:	16	55
ADA PARKING SPACES:	1	2
INTERIOR LANDSCAPING AREA	1,548 SF	6,005 SF
PARKING LOT TREES	16	6

PROPERTY DATA:

PARCEL ID:	PROPOSED LOT 'B'	
ADDRESS:	298 HAMILTON RD	
PROPERTY AREA:	54,606 SF (1.254 AC)	
ZONING:	PUD	
PROPOSED USE:	COMMERCIAL	
	REQUIRED	PROVIDED
BUILDING SETBACKS		
FRONTAGE ALONG STREET:	60'	94.9'
SIDE:	10'	84.9'
REAR:	10'	56.9'
PARKING AREA SETBACKS		
FRONT:	36'	16.1'
BUILDING AREA:	<27,300 SF	4,714 SF
PARKING:		
TOTAL PARKING SPACES:	32	49
ADA PARKING SPACES:	2	2
INTERIOR LANDSCAPING AREA	1,688 SF	6,301 SF
PARKING LOT TREES	17	11

PROPERTY DATA:

PARCEL ID:	REMAINDER LOT	
ADDRESS:	304 - 368 HAMILTON RD	
PROPERTY AREA:	320,440 SF (7.356 AC)	
ZONING:	PUD	
PROPOSED USE:	COMMERCIAL	
	REQUIRED	PROVIDED
BUILDING SETBACKS		
FRONTAGE ALONG STREET:	60'	466.5'
SIDE:	10'	0'
REAR:	10'	45.5'
PARKING AREA SETBACKS		
FRONT:	36'	30.5'
BUILDING AREA:	<160,158 SF	92,770 SF
PARKING:		
TOTAL PARKING SPACES:	232	253
ADA PARKING SPACES:	7	12
INTERIOR LANDSCAPING AREA	9,472 SF	9,397 SF
PARKING LOT TREES	95	58



REVISION DESCRIPTION

NO. DATE

KROGER

300 HAMILTON ROAD  
GAHANNA, OHIO 43230

KROGER  
SUBDIVISION  
WITHOUT  
PLAT

ISSUE:

EXHIBIT

DATE:

6/02/22

JOB NO.:

760875

DESIGN:

####

DRAWN:

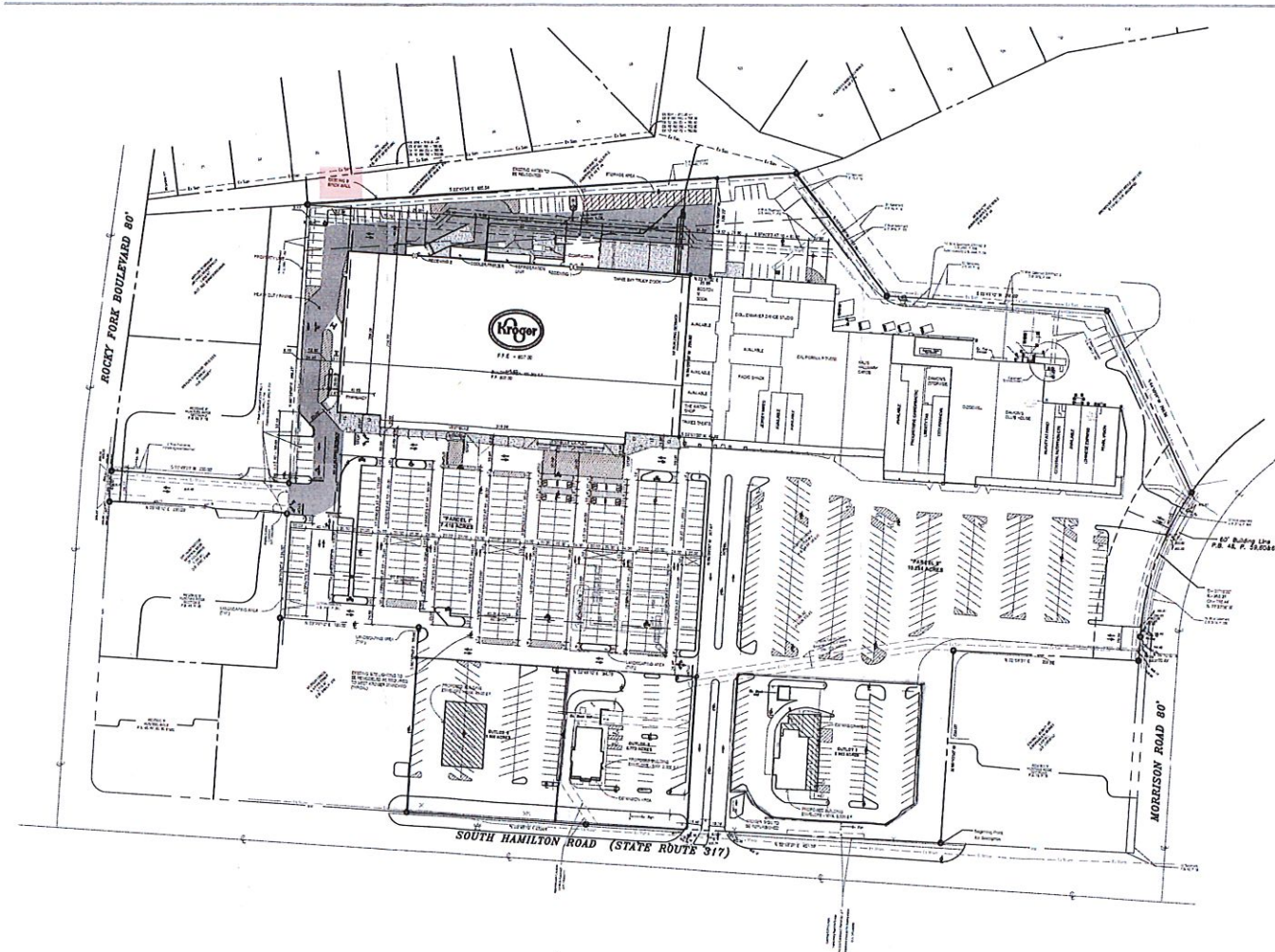
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CHECKED:

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SHEET NO.  
1 OF 1





**SITE DATA**

PROPERTY OWNER	WDCR
PROPOSED USE	STOCK STORE 100,000 S.F.
EXISTING ZONING	SR20 (20,000 S.F. MIN. LOT AREA)
ADJACENT ZONING EAST	P-2 (COMMERCIAL DEVELOPMENT)
ADJACENT ZONING WEST	P-2 (COMMERCIAL DEVELOPMENT)
ADJACENT ZONING NORTH	P-2 (COMMERCIAL DEVELOPMENT)
ADJACENT ZONING SOUTH	P-2 (COMMERCIAL DEVELOPMENT)

STANDARD DRIVE WHEEL WIDTH	10'
STANDARD PARKING SPACE	10' x 20' FOR 90 DEGREE PARKING
PARKING DETAIL - BUFFER	10' x 8' FOR 90 DEGREE PARKING
STANDARD DRIVE WHEEL WIDTH	10'
STANDARD PARKING SPACE	10' x 20' FOR 90 DEGREE PARKING
PARKING DETAIL - BUFFER	10' x 8' FOR 90 DEGREE PARKING
STANDARD DRIVE WHEEL WIDTH	10'
STANDARD PARKING SPACE	10' x 20' FOR 90 DEGREE PARKING
PARKING DETAIL - BUFFER	10' x 8' FOR 90 DEGREE PARKING

**BUILDING DATA**

BUILDING AREA	100,000 SQUARE FEET
BUILDING OF SITE	20,000
OTHER BUILDING AREA	80,000 SQUARE FEET
BUILDING HEIGHT	275
STORY	10

**PARKING DATA**

REQUIRED	15 ONE PARKING SPACE PER 1,000 S.F.
EXISTING	100 PARKING SPACES
PROPOSED	150 PARKING SPACES
ADDITIONAL PARKING SPACES	50 PARKING SPACES
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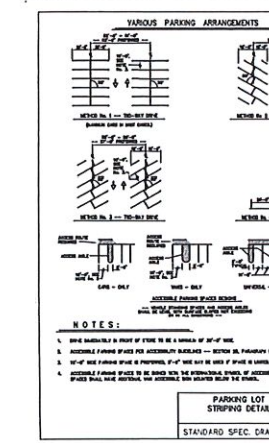
**LANDSCAPE DATA**

EXISTING AREA	10,000 SQUARE FEET
PROPOSED AREA	10,000 SQUARE FEET
ADDITIONAL AREA	10,000 SQUARE FEET
ADDITIONAL AREA	10,000 SQUARE FEET
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ADDITIONAL AREA	10,000 SQUARE FEET
ADDITIONAL AREA	10,000 SQUARE FEET
ADDITIONAL AREA	10,000 SQUARE FEET

**SITE VICINITY MAP**



**DETAILS**



CALL BEFORE YOU DIG!  
OHIO HAS A PROHIBITION AGAINST ANYONE WHO  
PROTECTS OR REMOVES ANYTHING FROM A BUSINESS  
SAFE BUT NOT FROM A BUSINESS SAFE. IT IS ILLEGAL TO  
PROTECT OR REMOVES ANYTHING FROM A BUSINESS SAFE.

Ohio Utilities Protection  
Service  
1-800-367-2764

**NOTES:**

1. THESE DIMENSIONS ARE BASED ON THE 10' x 20' SPACE.
2. THESE DIMENSIONS ARE BASED ON THE 10' x 20' SPACE.
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**PLOT PLAN**

Town's acceptance/approval of  
this Plot Plan does not constitute  
a warranty of Town's rights under  
any applicable laws or regulations.  
Landmark

Date: \_\_\_\_\_  
Town: \_\_\_\_\_  
Date: \_\_\_\_\_

SCALE: 1" = 60.00'

**wd partners**

1251 Dublin Road  
Columbus, Ohio 43215  
614.221.1807  
614.221.1807  
info@wdpartners.com  
www.wdpartners.com

Adrian  
Barnes  
Caldwell  
Duffy  
Liam Hughes  
Ward

**Kroger**

1251 Dublin Road  
Columbus, Ohio 43215  
614.221.1807  
614.221.1807  
info@wdpartners.com  
www.wdpartners.com

HUNTER'S RIDGE  
PLAZA  
HAMILTON ROAD &  
ROCKY FORK BLVD  
GAHANNA, OHIO

FOR  
INFORMATION  
ONLY

4.18.2008

REVISIONS

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PROTOTYPE  
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NO PROJECT NUMBER  
RAN000000  
**SP1**

PLOT PLAN EXHIBIT A

**DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS  
AND RESTRICTIONS**

This Declaration of Reciprocal Easements, Covenants and Restrictions (the "Agreement"), is effective as of \_\_\_\_\_, 2022 ("Effective Date"), by and between Pebb Hunter's Ridge LLC, a Delaware limited liability company as owner of Parcel A as defined below ("Parcel A Owner" or "Declarant"), Pebb Hunter's Ridge LLC, a Delaware limited liability company as Owner of Parcel B as defined below ("Parcel B Owner"), and Pebb Hunter's Ridge LLC, a Delaware limited liability company as Owner of Parcel C as defined below ("Parcel C Owner").

WITNESSETH:

WHEREAS, Parcel A Owner is the owner of a 7.356 acre tract of real estate located at \_\_\_\_\_ as more particularly described in Exhibit A attached hereto ("Parcel A"); and

WHEREAS, Parcel B Owner is the owner of a 1.050 acre tract of real estate located at \_\_\_\_\_ as more particularly described in Exhibit B attached hereto ("Parcel B"), and

WHEREAS, Parcel C Owner is the owner of a 1.254 acre tract of real estate located at \_\_\_\_\_ as more particularly described in Exhibit C attached hereto ("Parcel C"), (parcels A, B and C are hereinafter individually referred to as a "Parcel" and collectively referred to as the "Parcels"); and

WHEREAS, the Declarant desires to create perpetual non-exclusive easements, covenants, conditions and restrictions in, on, under and about, the Parcels, as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein contained, and other valuable consideration, the receipt of which is hereby acknowledged, Declarant does hereby declare as follows:

1. Incorporation of Recitals. The recitals above are accurate and incorporated herein.



2. Definitions. For the purposes hereof:

a. The term "Owner" or "Owners" shall mean the owner or owners of fee simple title to all or any portion of the Parcels, and each of their successors and assigns.

b. The term "Common Area" shall mean those portions of the Parcels that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved by, without limitation, parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements (each a "Common Facility" and collectively the "Common Facilities"). Future buildings may be constructed upon portions of the Parcels then considered Common Area provided any such construction is done in accordance with the terms of this Agreement, including, and otherwise in compliance with all applicable governmental requirements.

c. The term "Permittees" shall mean the tenant or occupant of a Parcel and the respective employees, agents, contractors, customers, invitees and licensees of an Owner and/or a tenant or occupant.

d. The term "Utilities" or singularly a "Utility" shall mean electric, cable, telephone, natural gas, water, sewage, and storm water utilities, including systems, conduits, lines, pipes and distribution lines and other apparatus for transmission, detention, discharge, drainage, use, and retention.

3. Grant of Easements, Covenants, Conditions and Restrictions. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements, which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

a. Easements for reasonable ingress, egress, and general usage of access drives, paved areas, curb-cuts, roadways, driveways, drive aisles, parking spaces, sidewalks and walkways as presently or hereafter constructed and constituting a part of the Common Area of the Parcels, so as to provide for the passage of motor vehicles and pedestrians and the parking of motor vehicles on and between all portions of the Common Area of the Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to the Parcels.

b. Easements upon, under, over, above and across the Parcels for Utility purposes and to install, maintain, repair and replace Utility systems, including, conduits, lines, pipes and distribution lines and other apparatus for transmission, collection, retention, and detention of Utility facilities. The easements granted herein shall include the right of reasonable ingress and egress with respect to installation, repair or maintenance of a Utility as may be required to maintain and operate the same.

c. No modification, installation, repair or maintenance of a Utility or Common Facility on a Parcel by such Parcel Owner shall materially interfere with any other Owner's use and enjoyment of such Owner's Parcel or interfere with, or interrupt, any Utility service or use of a Common Facility, without the prior written consent of an affected Owner. Emergency or temporary repairs, maintenance or installations of a Utility or Common Facility servicing a Parcel shall not be deemed to be a material interference provided the other Owners and Permittees have reasonable access to their Parcels without Utility or Common Facility interruption, during such modification installation, repair or maintenance.

4. Relocation of a Utility or Common Facility. Any Owner may relocate or alter a Utility or Common Facility located on its Property or any portion thereof without having to obtain any other Owner's consent provided: (i) the relocation complies with applicable laws and regulations and at its sole expense, obtains necessary governmental approvals for such relocation; (ii) the relocation does not materially adversely affect or unreasonably interrupt any other Owner's use and enjoyment of a Utility or Common Facility; (iii) the relocated Utility or Common Facility is complete and fully operational prior to disconnecting or removing the existing Utility or Common Facility; (iv) the relocation does not materially increase any Owner's Utility or Common Facility charges or maintenance obligations and (v) the Owner grants the other Owners an easement for the use and maintenance of the relocated Utility or Common Facility, in substantially the same form as this Agreement.

5. Access Points. Except as otherwise expressly provided in this Agreement, the openings and access points of the Common Areas located between the Parcels and from public rights of way to and from the Parcels shall not be blocked, closed, or removed, or materially altered or changed, and shall at all times remain in place as shown on the Site Plan attached hereto as Exhibit D.

6. Signage. Subject to obtaining any applicable approvals and permits from the applicable governmental authorities, Parcel B Owner and Parcel C Owner do hereby covenant and agree that they will not object to Parcel A Owner repairing, replacing, or modifying the existing signage located on the Parcel.

7. Restricted Uses. No Parcel may be used for any of the uses or purposes set forth on Exhibit E attached hereto.

8. Insurance. Each Owner shall keep and maintain (or cause to be kept and maintained by a tenant or lessee) comprehensive general liability insurance (including protective liability coverage on operations of independent contractors engaged in construction, completed operations and products liability coverage, broad form blanket contractual liability insurance and, explosion, collapse and underground coverage) on an "occurrence" basis for the benefit of the other Owner and the Listed Mortgagee, as such term is defined in Section 13 below, against claims for "personal injury" liability, including without limitation, bodily injury, death or property damage liability with a limit of not less than \$2,000,000 in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies and/or a blanket policy. Copies or certificates of the insurance required by this Section 8,



bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the procuring Owner to the other Owner upon written request. In the case of expiring policies, copies or certificates of any new or renewal policies, each bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the procuring Owner to the other Owner upon written request.

9. Indemnification. Each Owner shall indemnify and hold the other Owners harmless from and against any claim, damage, loss, liability, cost, or expense arising from or related to any personal injury or property damage that occurs on or about the portion of the Property owned by the indemnified Owner as the result of, or in connection with, the breach of this Agreement and the use by the indemnifying Owner or its Permittees of the portion of the Parcel owned by the indemnified Owner, except to the extent that such claim, damage, loss, liability, or cost or expense arises out of or relates to the gross negligence or willful misconduct of the indemnified Owner or any of its Permittees.

10. Remedies and Enforcement.

a. If any Owner (the “**Defaulting Owner**”) should fail to perform or pay any of its obligations under this Agreement within thirty (30) days after another Owner has given the Defaulting Owner written notice of such failure, unless such failure cannot reasonably be corrected within such thirty (30) day period, and if the Defaulting Owner shall not within such period have commenced good faith efforts to correct such failure, then the Owner which has given said notice (the “**Non-Defaulting Owner**”) shall have the right, at its option and without further notice, to exercise and enforce, either independently or concurrently, any one or more of the following rights and remedies:

b. The Non-Defaulting Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of the Defaulting Owner’s breach, including payment of any amounts due and/or specific performance.

c. In the event that a Defaulting Party hereto fails to perform and satisfy its maintenance obligations pursuant to this Agreement, the Non-Defaulting Party may (after the expiration of the thirty (30) day cure period specified in this Section 11, as the same may be extended as provided above), but shall not be obligated to, upon no less than ten (10) days’ prior written notice to the Defaulting Party (but without advance notice in the event of an Emergency) and without waiving or releasing the Defaulting Party from any obligation of the Defaulting Party in this Agreement contained, cause the performance of such maintenance and pay any expense associated therewith. An “**Emergency**” shall be any circumstance or event that (i) results in imminent danger to life or property; (ii) materially interferes with, prevents, or obstructs any Owner’s vehicular and pedestrian access, ingress, and egress over and upon the Access Easement Area; or (iii) in the case of any of the other easements granted hereunder, endangers the on-going use of such easements. All sums so paid by the Non-Defaulting party and all necessary and incidental costs and expenses in connection with the performance of any such act reasonably incurred by the Non-Defaulting Party until reimbursed by the Defaulting Party, shall be payable by the

Defaulting Party to the Non-Defaulting party within thirty (30) days following written demand therefor (which demand shall be accompanied by reasonably detailed substantiation of such costs and expenses, and prorated based on the Proportionate Share, if applicable).

d. Whenever, pursuant to this Agreement, an Owner ("**Indebted Owner**") is required to reimburse a cost or expense incurred by another Owner ("**Lending Owner**"), each such reimbursement ("**Required Reimbursement**") shall be due and payable within thirty (30) days after receipt by the Indebted Owner of a written request for payment of the Required Reimbursement, which such request shall be accompanied by an accounting evidencing in reasonable detail the purpose of the expenditure. Each Required Reimbursement shall, while not excusing the requirement of payment thereof as aforesaid, bear interest from the date when due to the date of receipt by the Lending Owner at the rate of ten percent (10%) per annum. In no event shall interest on any Required Reimbursement exceed the maximum lawful rate from time to time permitted to be charged under the laws of the State of Iowa. The Required Reimbursement, accrued interest, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' fees in all proceedings and at all levels, shall be a personal obligation of the Indebted Owner and shall be secured by a charge and continuing lien in favor of the Lending Owner upon the Indebted Owner's Property, and upon any improvements from time to time located on that Property. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and the lien of any mortgage now or hereafter created from a commercial bank, savings and loan, insurance company, pension fund, or similar entity (an "**Institutional Mortgagee**") encumbering any Property. The Lending Owner shall have the right, in addition to its other rights and remedies at law and in equity, to bring an action for collection against the Indebted Owner and to foreclose the lien against the Property and improvements located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of the Required Reimbursement the aforesaid interest, late charges, collection costs, and attorneys' fees. Any Institutional Mortgagee which obtains title to a Property by foreclosure of its mortgage, or by voluntary conveyance or other proceeding in lieu of foreclosure, shall not be liable for the uncollected Required Reimbursement, interest, collection costs or attorneys' fees pertaining to such Property or chargeable to the former Owner thereof, which became due prior to the acquisition of title by said Institutional Mortgagee, and the Required Reimbursement shall be borne by all other Owners required to contribute to the relevant expense. Any such transfer to an Institutional Mortgagee shall not relieve the transferee of responsibility nor the Property from the lien for Required Reimbursements thereafter falling due.

e. The Non-Defaulting Owner may exercise and enforce any other remedy afforded to it by law, including a suit for the specific performance of any obligation set forth herein or any appropriate injunctive or other equitable relief, or for damages resulting from such default. Except as otherwise specifically provided in this Agreement (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.



f. Notwithstanding any provision of this Agreement to the contrary, no party shall have the right to terminate any easements or other rights granted under this Agreement by reason of a default or otherwise.

#### 11. Rights of Lenders.

a. Notwithstanding any provision of this Agreement to the contrary, no Owner may seek to enforce any remedy for a breach of this Agreement without first giving each Listed Mortgagee (if any) of the breaching Owner notice of such breach and thirty (30) days after such notice to cure such breach (or if such breach cannot be cured within 30 days, such longer period (not to exceed ninety (90) days) as is reasonably necessary to cure such breach, so long as the breaching Owner or such Listed Mortgagee commences the cure within such thirty (30) day period and thereafter diligently pursues such cure to completion). Notwithstanding the foregoing, if an event of Emergency occurs, no Owner shall be obligated to comply with the notice and cure provisions of this Section 13 prior to exercising its self-help remedy under Section 12(c), as and to the extent such remedy is available pursuant to the terms of this Agreement. Nothing under this Agreement shall be construed to require any Listed Mortgagee to cure any breach. As used herein, the term "Listed Mortgagee" shall mean any mortgagee holding a mortgage on all or any portion of a Parcel, and whose name, address, and mortgage recording information are set forth in a written notice provided to the Owner of the other Parcels.

b. No breach or violation of the covenants herein shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument now or hereinafter placed on any of the Parcels securing a loan made in good faith and for value by a bona fide third-party lender with respect to the financing of the Parcel or any portion thereof, or with respect to the construction of improvements thereon. However, the liens, provisions, operation and effect of all mortgages, deeds of trust, or other security instruments benefitting any Listed Mortgagee which may now or hereafter encumber the Parcels (collectively "Mortgages") shall be subject and subordinate to this Agreement, and this Agreement and all provisions hereof shall be binding upon and effective against any subsequent Owner (including any Listed Mortgagee) or other occupant of the Parcels or portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. Any such subsequent Owner will have a reasonable period of time after taking title to cure any continuing violation under this Agreement that is reasonably capable of being cured, provided that such subsequent Owner continuously and diligently acts to effect such cure. Any such subsequent Owner whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise shall not be required to cure any continuing violation hereunder that is not reasonably capable of being cured, provided that such subsequent Owner otherwise complies with the covenants as provided in this Agreement.

12. Estoppel Certificates. Each party agrees, within fifteen (15) days after request by another party, to execute, acknowledge and deliver to such requesting party or to any prospective purchaser, assignee or mortgagee designated by such requesting owner, a certificate stating: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified, and identifying the modification agreements); (ii) whether or not there is an existing default by the requesting party

under this Agreement of which the certifying party has knowledge, and if there is any such default, specifying the nature and extent thereof; (iii) whether or not there are any defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate; and (iv) such other matters concerning the status of this Agreement or the performance by any party of their obligations hereunder as shall be reasonably requested, including, without limitation, any reimbursement obligations that remain to be paid.

13. Approvals.

a. The Parcel A Owner shall have the right from time to time to plat, re plat, reconfigure or otherwise modify Parcel A without requiring the joinder or consent of any Owner or mortgagee holding a mortgage on any other Parcel. The Parcel B Owner and Parcel C Owner agree to reasonably cooperate with the Parcel A Owner in connection with such efforts, and not to oppose any such plat, re plat or modifications. In the event a record plat or subdivision is recorded against the Property, it shall not operate to extinguish, diminish, or otherwise modify any of the rights granted pursuant to this Agreement

b. Notwithstanding the foregoing or anything to the contrary contained herein, Declarant is not making, and the Parcel B Owner and Parcel C Owner understand that it is accepting title to Parcel B and Parcel C without any representations or warranties with respect to any site plan approvals for the further development of Parcel A.

c. The Parcel A Owner may not amend any approvals, permits or licenses affecting any portion of Parcel B or Parcel C, or take any other action that could, in the Parcel A Owner's reasonable judgment, materially and adversely affect Parcel B and/or Parcel C.

14. Construction Lien. In the event any construction lien is filed against the Parcel of any Owner as a result of any work by or for the benefit of any other Owner, the Owner responsible for such lien will promptly take such action as may be required to have the lien discharged from such Parcel, by payment or transfer to bond as may be permitted by applicable law. Upon request of another Owner, the Owner responsible for such lien agrees, within twenty (20) days of such request to furnish such security or indemnity as may be required, to and for the benefit of such other Owner, to permit a title insurance company to insure the affected Parcel free of such construction lien.

15. Maintenance. Each Owner of a Parcel covenants to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair, consistent with a first-class commercial development. In the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement).

16. Breach. In the event of a breach or threatened breach by any Owner of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full



and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

17. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Franklin County Recorder and shall remain in full force and effect thereafter in perpetuity, as may be modified from time to time or terminated as provided in this Agreement.

18. Modifications or Termination. Declarant declares that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Hamilton County, Ohio.

19. Covenants Run with the Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

20. No Merger. There shall be no merger of interests with respect to the easements, covenants, conditions, restrictions, rights and obligations contained in this instrument. It is the intent of the Declarant that the rights and obligations of the owners of each of the Parcels remain separate and distinct, irrespective of common ownership by an owner of one or more of the Parcels.

21. Governing Law. The laws of the State of Ohio shall govern the interpretation, validity, performance, and enforcement of this Agreement.

22. Notices. All notices which may be permitted or required hereunder shall be in writing and shall be sent by overnight delivery using a nationally recognized overnight courier to each Owner at the address listed herein (or to such party's successor-in-title as the record owner of the affected Parcel at the address which appears in the deed conveying the affected Parcel), or to such other address as any such party hereto shall from time to time provide by notice in writing as herein provided, in which case notice shall be deemed delivered one (1) business day after the date such notice is deposited with such courier.

[Signature pages to follow.]

The parties have hereunto executed this Declaration of Reciprocal Easements, Covenants and Restrictions effective as of the Effective Date.

Parcel A Owner/Declarant

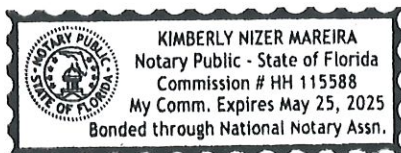
**Pebb Hunter's Ridge, LLC**  
a Delaware limited liability company

By: Ian Weiner

Its: Authorized Person

State of FLORIDA )  
 ) ss:  
County of PALM BEACH )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2022 by Ian Weiner, the Authorized Person of Pebb Hunter's Ridge, LLC, a Delaware limited liability company, on behalf of the company. He/she produced his/her driver's license as identification. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

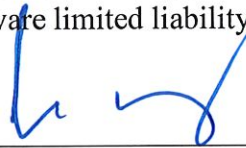


[Signature]  
Notary Public

My Commission expires: 05/25/2025

Parcel B Owner

**Pebb Hunter's Ridge, LLC**  
a Delaware limited liability company

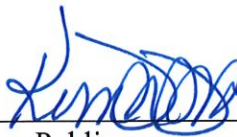
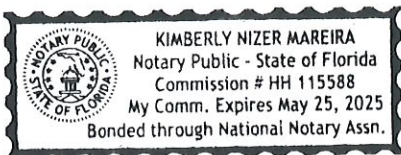


By: Ian Weiner

Its: Authorized Person

State of FLORIDA )  
 ) ss:  
County of PAUM BEACH )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2022 by Ian Weiner, the Authorized Person of Pebb Hunter's Ridge, LLC, a Delaware limited liability company, on behalf of the company. He/she produced his driver's license as identification. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

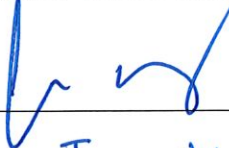


Notary Public

My Commission expires: 05/25/2025

Parcel C Owner

**Pebb Hunter's Ridge, LLC**  
a Delaware limited liability company

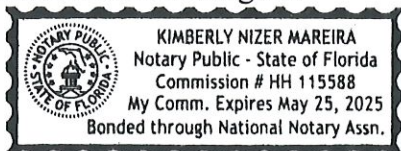
  
\_\_\_\_\_

By: Ian Weiner

Its: Authorized Person

State of FLORIDA )  
 ) ss:  
County of PALM BEACH )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2022 by Ian Weiner, the Authorized Person of Pebb Hunter's Ridge, LLC, a Delaware limited liability company, on behalf of the company. He/she produced his/her driver's license as identification. This is an acknowledgement clause. No oath or affirmation was administered to the signer.



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

My Commission expires: 05/25/2025

This instrument prepared by:

Jesse Knowlden, Esq.  
Cohen, Todd, Kite & Stanford, LLC  
250 E. Fifth Street, Suite 2350  
Cincinnati, OH 45202



## **EXHIBIT A**

### **LEGAL DESCRIPTION 7.356 ACRE TRACT**

Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

Commencing at a set mag nail at the intersection centerline of Hamilton Road and Morrison Road both dedicated in Hunter's Ridge Section 2 as delineated in Plat Book 43, Page 18;

Thence North 03°49'10" East along the centerline of said Hamilton, 555.35 feet;

Thence leaving said centerline of Hamilton Road, South 86°10'50" East, 52.88 feet to a set 5/8" iron pin on the easterly right-of-way line of said Hamilton Road and the True Point of Beginning;

Thence North 02°58'31" East along the easterly right-of-way line of said Hamilton Road as appropriated as Parcel 1194-A-WD (FRA-270-28.30N, FRA-317-16.67) by the State of Ohio in Franklin County Court of Common Pleas Case No. 73CV-02-574, as recorded in Deed Book 3405, Page 851, 66.01 feet to a set 5/8" iron pin;

Thence South 86°09'00" East with a new division line through said Pebb Hunter's Ridge, LLC, 199.01 feet to a point witnessed by a mag nail found at South 03°49'10" West, 1.00 feet;

Thence South 03°49'10" West with the westerly line of a 7.416 acre tract conveyed to Kroger Co. recorded in Instrument No. 200505120091078, 1.00 feet to a found mag nail;

Thence South 86°09'00" East with the southerly line of said Kroger Co., 307.61 feet to the face of a building;

Thence North 03°51'00" East with the easterly line of said Kroger Co. and face of building, 43.48 feet;

Thence South 86°09'00" East with the southerly line of said Kroger Co. and a common wall of said building, 209.80 feet to the face of building;

Thence South 03°51'00" West with the westerly line of said Kroger Co. and face of building, 25.99 feet;

Thence South 86°09'00" East with the southerly line of said Kroger Co., 126.22 feet to a set 5/8" iron pin;

Thence South 03°45'54" East with the westerly line of a 8.762 acre tract conveyed to the City of Gahanna by Instrument No. 2002212310334918, 103.28 feet to a set 5/8" iron pin;

Thence South 53°14'46" West with the westerly line of a 9.754 acre tract conveyed to Provident-Hunters Ridge Ltd. recorded in Official record 2240 I02, 197.20 feet to a set 5/8" iron pin;

Thence South 03°49'10" West continuing with the westerly line of said Provident-Hunters Ridge Ltd., 285.00 feet to a found 1" pipe;

Thence South 64°50'04" West continuing with the westerly line of said Provident-Hunters Ridge Ltd., 258.35 feet to a found 5/8" iron pin on the northerly right-of-way line of Morrison Road;

Thence along the northerly right-of-way line of said Morrison Road also the north line of a 0.052 acre tract conveyed to the City of Gahanna by Instrument no. 200011200235323 along a curve to the left having an arc length of 200.91 feet a radius of 368.31 feet and chord bearing North 70°33'12" West, 198.43 feet and delta angle of 31°15'16" to a found mag nail;

Thence North 86°10'50" West continuing along the northerly right-of-way line of said Morrison Road, 30.99 feet to a found 5/8" iron pin;

Thence North 02°58'31" East with the easterly line of a 1.345 acre tract conveyed to BMG Corp. LLC recorded in Instrument No. 201406200078145, 240.03 feet to a found 1" pipe;

Thence North 86°10'50" West with the northerly line of said BMG Corp. LLC, 50.00 feet to a set 5/8" iron pin;

Thence North 02°58'31" East with a new division line through said Pebb Hunter's Ridge, LLC, 275.26 feet to a set drill hole;

Thence North 86°09'00" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 155.00 feet to a set 5/8" iron pin;

Thence South 02°58'31" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 10.00 feet to a set 5/8" iron pin;

Thence North 86°09'00" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 45.00 feet to the True Point of Beginning, containing 7.356 acres more or less and subject to all rights-of-way and easements of record.

PPN 025-013435

All set pins are 5/8 inch diameter x 30 inches in length rebar with a plastic cap bearing the number 7911.

The bearings shown hereon are based on the centerline of Hamilton Road, bearing North 03°49'10" East as shown in Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59.

The above description was prepared from and in accordance with a field survey by David J. Kueth, Ohio Registered Surveyor No. 7911 dated November 9, 2021.

## **EXHIBIT B**

### **LEGAL DESCRIPTION**

#### **1.050 ACRE TRACT**

Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

Commencing at a set mag nail at the intersection centerline of Hamilton Road and Morrison Road both dedicated in Hunter's Ridge Section 2 as delineated in Plat Book 43, Page 18;  
Thence North 03°49'10" East along the centerline of said Hamilton Road, 621.35 feet;

Thence leaving said centerline of Hamilton Road, South 86°10'50" East, 51.91 feet to a set drill hole on the easterly right-of-way line of said Hamilton Road as appropriated as Parcel 1194-A-WD (FRA-270-28.30N, FRA-317-16.67) by the State of Ohio in Franklin County Court of Common Pleas Case No. 73CV-02-574, as recorded in Deed Book 3405, Page 851 and the True Point of Beginning;

Thence North 02°58'31" East along the easterly right-of-way line of said Hamilton Road in the east line of said Parcel 1194-A-WD, 129.82 feet to a found mag nail cut at that portion of Hamilton Road as dedicated in Plat Book 48, Page 59;

Thence North 03°49'10" East continuing along the easterly dedicated right-of-way line of said Hamilton Road, 98.46 feet to a found mag nail;

Thence South 86°10'50" East with the southerly line of a 0.624 acre parcel conveyed to Kroger Co. recorded in Instrument No. 200612120246973, 200.92 feet to a found mag nail;

Thence South 03°49'10" West with the westerly line of a 7.416 acre tract conveyed to Kroger Co. recorded in Instrument No. 200505120091078, 228.37 feet to a point witnessed by a mag nail found at South 03°49'10" West, 1.00 feet;

Thence North 86°09'00" West with a new division line through said Pebb Hunter's Ridge, LLC, 199.01 feet to the True Point of Beginning, containing 1.050 acres more or less and subject to all rights-of-way and easements of record.

PPN 025-013435

All set pins are 5/8 inch diameter x 30 inches in length rebar with a plastic cap bearing the number 7911.

The bearings shown hereon are based on the centerline of Hamilton Road, bearing North 03°49'10" East as shown in Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59.

The above description was prepared from and in accordance with a field survey by David J. Kuethe, Ohio Registered Surveyor No. 7911 dated November 9, 2021.

## **EXHIBIT C**

### **LEGAL DESCRIPTION 1.254 ACRE TRACT**

Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

Commencing at a set mag nail at the intersection centerline of Hamilton Road and Morrison Road both dedicated in Hunter's Ridge Section 2 as delineated in Plat Book 43, Page 18;  
Thence North 03°49'10" East along the centerline of said Hamilton Road, 290.01 feet;

Thence leaving said centerline of Hamilton Road, South 86°10'50" East, 56.79 feet to a found 1" pipe on the easterly right-of-way line of said Hamilton Road and the True Point of Beginning;

Thence North 02°58'31" East along the easterly right-of-way line of said Hamilton Road as appropriated as Parcel 1194-A-WD (FRA-270-28.30N, FRA-317-16.67) by the State of Ohio in Franklin County Court of Common Pleas Case No. 73CV-02-574, as recorded in Deed Book 3405, Page 851, 265.36 feet to a set 5/8" iron pin;

Thence South 86°09'00" East with a new division line through said Pebb Hunter's Ridge, LLC, 45.00 feet to a set 5/8" iron pin;

Thence North 02°58'31" East continuing with a new division line through said Pebb Hunter's Ridge, LLC, 10.00 feet to a set 5/8" iron pin;

Thence South 86°09'00" East continuing with a new division line through said Pebb Hunter's Ridge, LLC, 155.00 feet to a set drill hole;

Thence South 02°58'31" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 275.26 feet to a set 5/8" iron pin;

Thence North 86°10'50" West with the northerly line of a parcel conveyed to BMG Corp., LLC recorded in Instrument No. 201406200078145, 200.00 feet to the True Point of Beginning, containing 1.254 acres more or less and subject to all rights-of-way and easements of record.

PPN 025-013435

All set pins are 5/8 inch diameter x 30 inches in length rebar with a plastic cap bearing the number 7911.

The bearings shown hereon are based on the centerline of Hamilton Road, bearing North 03°49'10" East as shown in Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59.

The above description was prepared from and in accordance with a field survey by David J. Kuethe, Ohio Registered Surveyor No. 7911 dated November 9, 2021.



**EXHIBIT D**  
**Graphic Depiction**

**EXHIBIT E**  
**Restricted Uses**

**PF GAHANNA, LLC DBA PLANET FITNESS**

Declarants, as Landlord pursuant to the lease by and between PEBB Hunter's Ridge, LLC, successor in interest ("Landlord") and PF Gahanna, LLC ("Tenant"), dated August 25, 2015, (the "Planet Fitness Lease"), agree that during the term of the Planet Fitness Lease, Declarants will not execute any lease for space within any Parcel with a tenant whose principal business activity is a fitness center, gym or a facility providing personal athletic training services. In no event shall such personal athletic training facility be a Snap Fitness, Gravity Fitness, Workout World or Club, Giant Fitness, Future or Future Express, 24 Hour or 24 Hour Express, Anytime Fitness, Curves for men or women, Gold Express, Can Do Fitness, Punch Fitness, Edge Fitness, Fitness First, LA Boxing or any similar gymnasium which as a primary use that is similar to any of the foregoing.

**PROGRESSIVE HEALTH AND REHAB, INC.**

Declarants, as Landlord pursuant to the lease by and between PEBB Hunter's Ridge, LLC, successor in interest ("Landlord") and Progressive Health and Rehab Corp., successor in interest ("Tenant"), dated July 25, 2002, as amended, (the "P, H & R Lease") agree that during the term of the P, H & R Lease so long as Tenant is operating the Premises solely for the use set forth in Section 4.01 hereof, Declarant shall not lease space in any Parcel to any tenant that uses a majority of its premises primarily for chiropractic services or physical therapy services ("Exclusive Use").

**GOODWILL INDUSTRIES OF CENTRAL OHIO, INC.**

Declarants, as Landlord pursuant to the lease by and between PEBB Hunter's Ridge, LLC, successor in interest ("Landlord") and Goodwill Industries of Central Ohio, Inc. ("Tenant"), dated October 11, 2000, as amended, (the "Goodwill Lease") agree that during the term of the Goodwill Lease, so long as Tenant is operating the Premises solely for the use set forth in Section 4.01 hereof, Declarants shall not lease space in any Parcel, or any portion of the Common Area, to any tenant for the operation of a used clothing collection depository ("Exclusive Use").

**NWO PENN HOLDINGS, LLC DBA PENN STATION EAST COAST SUBS**

Declarants, as Landlord pursuant to the lease by and between PEBB Hunter's Ridge, LLC, successor in interest ("Landlord") and NWO Penn Holdings, LLC, successor in interest ("Tenant"), dated October 14, 2011, as amended, (the "Penn Station Lease") agree that so long as Tenant is operating from the Premises and is not in default beyond all applicable cure periods, Declarants shall not lease space within a Parcel to any Tenant whose primary business (more than 50% of gross revenues) is derived from the sale of hot sub style sandwiches, including heros, grinders and cheesesteak sandwiches. This exclusive shall not apply to any current Parcel tenants, or their assignees or sublessees.

**G-MADE, INC. DBA TACO BELL**

Declarants, as Lessor pursuant to the ground lease by and between PEBB Hunter's Ridge, LLC, successor in interest ("Landlord") and G-Made, Inc., successor in interest ("Tenant"), dated August 18, 1989, as amended, (the "Taco Bell Lease"), agree that Lessor shall not lease space in any Parcel to any tenant whose primary business is the sale of Mexican food. Primary business is defined to be five percent (5%) or more of gross food revenues from the sale of Mexican food.

**BICYCLE ONE**

Declarants, as Landlord pursuant to the lease by and between PEBB Hunter's Ridge, LLC ("Landlord") and Bicycle One of Gahanna, LLC ("Tenant"), dated February 1, 2021, (the "Bicycle One Lease:") agree that so long as Tenant occupies the Premises solely for the Permitted Use of the sale and service of all types of bicycles including both manually and electronically powered machines; bicycle parts, accessories and clothing; and all activities related to promoting bicycle clubs, events, and the bicycling sport and only under Tenant's Trade Name of Bicycle one or as Bicycle One of Gahanna, LLC, Declarants agree that during such period it will not allow any other tenant of any Parcel to operate as its primary business Tenant's permitted use; provided, however, that Kroger shall be excluded from Tenant's exclusive use. For purposes of the immediately preceding sentence, twenty percent (20%) or more of total sales in any twelve (12) month period shall constitute "primary business."

**MCDONALD'S**

Declarants, as Landlord pursuant to the ground lease by and between PEBB Hunter's Ridge, LLC, successor in interest ("Landlord") and

McDonald's USA, LLC ("Tenant"), dated November 8, 2010, (the "McDonalds Lease") agree that no other business shall operate on any Parcel as a hamburger restaurant. The term "hamburger restaurant" shall be defined as any restaurant including but not limited to any in-line retail occupants of the Parcels, which features hamburgers as a primary menu item and whose fundamental marketing strategy for its operation as a whole is based on the sale of hamburgers. The term "hamburger restaurant" does not require that the sale of hamburgers exceed any certain percentage of gross sales. A restaurant or food service establishment with drive thru or drive in facilities that sells any amount of hamburgers shall be included in the term "hamburger restaurant". In addition, and not by way of example, the following restaurants operating under the listed trade names, or operating under any successor trade names, are prohibited within the areas, and for the time period specified in this Article.

Apollo Burgers  
Atlanta Burgers  
A&W  
Burger Chef  
Carl's Jr.  
Cheeburger, Cheeburger  
Crown Burgers  
Dairy Queen  
Five Guys (a/k/a Five Guys Burgers, Five Friendly's Guys, Inc. and/or  
Astro Burgers  
Backyard Burgers  
Big Boy  
Burger King  
Crystal Burges  
Burger Street  
Checkers  
Culvers  
Fuddruckers  
IceBerg Drive-In  
Jakes Over the Top  
Five Guys Enterprises, LLC)  
Hardee's  
In and Out Burgers Johnnie's  
Krystal  
Rally's  
Roy rogers  
Steak N' Shake  
Wendy's  
Smashburger  
Whataburger  
Hire's Big H  
Jack-in-the-Box  
Johnny Rockets  
Rax  
Shakey's  
Sonic  
White Castle

### **PEARLE VISION CENTER**

Declarants, as Landlord pursuant to the lease by and between PEBB Hunter's Ridge, LLC, successor in interest ("Landlord") and West Point Optical Group, LLC, successor in interest ("Tenant"), dated December 14, 2000, as amended, (the "Pearle Lease"), agree that during the tenancy of the Pearle Lease, Declarants shall not lease space in any Parcel to any tenant whose primary business purpose is the operation of a retail optical business. A retail optical business shall be a business who derives more than fifty percent (50%) of its gross revenue from the sale and servicing of eye glasses, eye glass frames, eye glass lenses, sunglasses, contact lenses and accessories related thereto; the fabrication of eye glasses, including the lens grinding and finishing; the furnishing of eye examinations and other professional eye care services on a regular basis; and such other optical terms and services as are customarily available in Tenant's other stores operating under the same trade name as Tenant.

### **TEBO FINANCIAL SERVICES, INC.**

Declarants, as Landlord pursuant to the lease by and between PEBB Hunter's Ridge, LLC ("Landlord") and TEBO Financial Services, Inc. ("Tenant"), dated May 15, 2020 (the "Tebo Lease") agree that so long as Tenant operates as a consumer finance office providing direct and indirect loans to consumers, Declarants agree that during such period it will not allow any other tenant of any Parcel to operate as its primary business as a provider of consumer finance products. For purposes of the immediately preceding sentence, sales of the foregoing exceeding more than twenty percent (20%) of total sales in any twelve (12) month period shall constitute "primary business."

## **OTHER PROHIBITED USES**

- a. Conduct any auction, bankruptcy, fire, "Lost-Our-Lease", "Going-Out-Of-Business" or similar sale;
- b. will not make any unlawful use of the Premises or permit the Premises to be used in whole or in part as a bar, club, nightclub, tavern, any so-called "topless" or "bottomless" establishment or other business that sells, employs or displays sexually oriented material, or for sleeping quarters, lodging rooms or for any immoral or unlawful purpose or for any purpose which might be deemed hazardous on account of fire, explosion or otherwise;
- c. will not use any loudspeaker, phonograph, radio or sound amplifier which can be heard outside the Premises;
- d. will not cause or permit any offensive odors or noises;
- e. will not commit any act or cause or permit the existence of any condition which is a nuisance, menace or annoyance to Landlord or to other tenants, or which might, in the exclusive judgment of the Landlord, damage Landlord's good will or reputation, or tend to injure or depreciate the Shopping Center, nor use or interfere with the use of said Shopping Center outside of the Premises.

In addition, no use shall be permitted within any Parcel which is inconsistent with the operation of a first-class retail shopping center. Without limiting the generality of the foregoing, the following uses shall not be permitted at the demised premises:

- a. Storage or for any industrial purpose, assembling, manufacturing, distilling, refining, smelting, agricultural, mining operation; provided, however, this restriction shall not apply to a (i) membership warehouse which operates as a Sam's Club, Costco or similar business, or (ii) an area for the storage of goods intended to be sold at any retail establishment in the Shopping Center.
- b. "Second-hand" store whose principal business is selling used merchandise, thrift shops, liquidation outlets, salvation army type stores, "goodwill" type stores, and similar businesses other than those stores typically found in first class shopping centers such as, by way of example, EB Games, Plato's Closet and Play It Again Sports.
- c. Mobile home park, trailer court, labor camp, junkyard or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance).
- d. Drilling for or removal of subsurface substances, dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters or the temporary storage of garbage and any garbage compactors, in each case which area regularly emptied so as to minimize offensive odors).
- e. Fire sale, going out of business sale, relocation sale, bankruptcy sale or similar sales (unless pursuant to court order).
- f. Central laundry, drying cleaning plant, or laundromat, provided, however, this restriction shall not apply to any dry cleaning facility that provides on-site service limited to pickup and delivery by the ultimate consumer.
- g. Selling or leasing new or used automobiles, trucks, trailers, recreational vehicles or boats.
- h. Any bowling alley, bingo parlor, skating rink, tavern, cocktail lounge or bar (unless part of a sit down restaurant, where the sale of alcoholic beverages is incidental to the sale of food), dance hall, ballroom, discotheque, night club billiard or pool hall, check cashing facility or off-track betting parlor; gaming, gambling or betting establishments. Notwithstanding the foregoing, this prohibition shall not be applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the occupant.
- i. Veterinary hospital or animal raising or boarding facilities (except that this restriction shall not be deemed to preclude the operation of pet shops).
- j. Funeral home or mortuary or blood bank.
- k. Any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including without limitation, any hashish pipe, waterpipe, bong, chillum, pipe screens, rolling papers, rolling devices, coke spoons or "roach" clips.
- l. Flea market or swap meet.
- m. Car wash or gas station.
- n. Operation whose principal use is a massage parlor; provided this shall not prohibit the offering of massage services by licensed massage therapists and massages offered in connection with a beauty salon, day spa, health club or athletic facility that is of "first class" quality and otherwise permitted within the Shopping Center.



- o. Living quarters; sleeping apartments, lodging rooms, hotels or motels.
- p. Tattoo parlor.
- q. Church, school, day care center or related religious or training or educational facility, beauty school, barber college, places of instruction or religious meeting or reading room or any operation catering primarily to students or trainees rather than to customers (except that the following may be permitted (A) on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center, or (B) a Sylvan Learning Center, Kaplan Learning Center or other similarly nationally recognized chain of learning centers.
- r. Automotive service and repair, other than as operated in connection with, and ancillary to a primary department store use, by a user that occupies in excess of 50,000 square feet, or car stereo installation in connection with an electronics retailer occupying in excess of 25,000 square feet, provided in no event will the parking of vehicles overnight on the Common Areas be permitted in connection with such use.
- s. General office facility other than (i) a shopping center management office used for the purpose of managing the Shopping Center, (ii) any office used by any tenant or occupant that is incidental to a business otherwise permitted within the Shopping Center, or (iii) the following offices which provide services to the general public: banking or financial services, real estate services, security brokerage services, financial or tax planning services, accounting, insurance, optical or dental services, travel agencies or savings and loan association offices.
- t. Cinema or movie theater; carnival, fair, circus or amusement park.
- u. Amusement, pinball or video arcade or game rooms, amusement centers or galleries, entertainment or recreational facilities.
- v. Pawn shop or check cashing store.
- w. Any library or government office (other than a branch facility of the U.S. Post Office).
- x. Any non-retail use except to the extent that such non-retail use is expressly permitted hereunder.
- y. Banquet hall, theater, auditorium, meeting hall, or other places of public assembly.
- z. Gymnasium, tanning salon, health club, health spa, racquet club, karate or fitness center or similar business.
- aa. Adult magazine or book store, adult video store or adult "novelty" store (which are defined as stores at least ten percent (10%) of the inventory of which is not available for sale or rental to individuals under 15 years old because such inventory explicitly deals with or depicts human sexuality or an adult entertainment bar or club.
- bb. A firearms shooting range.
- cc. The sale of fireworks.
- dd. Any facility which is illegal or dangerous or constitutes a nuisance, emits offensive odors, fumes, dust or vapors or loud noise or sounds or is inconsistent with community oriented first-class shopping centers in Iowa.
- ee. Liquor store or store selling alcoholic beverages for off-premises consumption as its primary purpose (except that an upscale liquor store or wine shop, such as Total Wines & More, which store/shop offers off-premises sale of alcoholic beverages may be permitted).
- ff. Telemarketing or call center.

### **LIMITED WARRANTY DEED**

**Pebb Hunter's Ridge LLC**, a Delaware limited liability company ("Grantor"), for \$1.00 and other good and valuable consideration paid, grants, with limited warranty covenants, to **Pebb Hunter's Ridge LLC**, a Delaware limited liability company ("Grantee"), whose tax mailing address is 7900 Glade Road, Suite 600, Boca Raton, Florida 33434, the real property more particularly described as in Exhibit A attached hereto ("Property").

Parcel No. \_\_\_\_\_

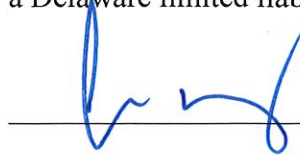
Prior Deed Reference: Instrument No. 201810290147397, Franklin County, Ohio  
Recorder

Grantor transfers the Property to Grantee subject to easements, conditions and restrictions of record. This deed is made for nominal consideration from Grantor.

[Signature page to follow.]

Executed this 17<sup>th</sup> day of February, 2022

**Pebb Hunter's Ridge, LLC**  
a Delaware limited liability company

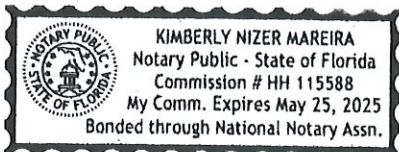


By: Ian Weiner

Its: Authorized Person

State of Florida            )  
  ) ss:  
County of Palm Beach    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2022 by Ian Weiner, on behalf of Grantor, who produced his driver's license as identification. This is an acknowledgement clause. No oath or affirmation was administered to the signers.

  
Notary Public

My Commission expires: 05/25/2025

This instrument prepared by:

Jesse Knowlden, Esq.  
Cohen, Todd, Kite & Stanford, LLC  
250 E. Fifth Street, Suite 2350  
Cincinnati, OH 45202

**LEGAL DESCRIPTION  
7.356 ACRE TRACT**



Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

Commencing at a set mag nail at the intersection centerline of Hamilton Road and Morrison Road both dedicated in Hunter's Ridge Section 2 as delineated in Plat Book 43, Page 18;

Thence North 03°49'10" East along the centerline of said Hamilton, 555.35 feet;

Thence leaving said centerline of Hamilton Road, South 86°10'50" East, 52.88 feet to a set 5/8" iron pin on the easterly right-of-way line of said Hamilton Road and the True Point of Beginning;

Thence North 02°58'31" East along the easterly right-of-way line of said Hamilton Road as appropriated as Parcel 1194-A-WD (FRA-270-28.30N, FRA-317-16.67) by the State of Ohio in Franklin County Court of Common Pleas Case No. 73CV-02-574, as recorded in Deed Book 3405, Page 851, 66.01 feet to a set 5/8" iron pin;

Thence South 86°09'00" East with a new division line through said Pebb Hunter's Ridge, LLC, 199.01 feet to a point witnessed by a mag nail found at South 03°49'10" West, 1.00 feet;

Thence South 03°49'10" West with the westerly line of a 7.416 acre tract conveyed to Kroger Co. recorded in Instrument No. 200505120091078, 1.00 feet to a found mag nail;

Thence South 86°09'00" East with the southerly line of said Kroger Co., 307.61 feet to the face of a building;

Thence North 03°51'00" East with the easterly line of said Kroger Co. and face of building, 43.48 feet;

Thence South 86°09'00" East with the southerly line of said Kroger Co. and a common wall of said building, 209.80 feet to the face of building;

Thence South 03°51'00" West with the westerly line of said Kroger Co. and face of building, 25.99 feet;

Thence South 86°09'00" East with the southerly line of said Kroger Co., 126.22 feet to a set 5/8" iron pin;

Thence South 03°45'54" East with the westerly line of a 8.762 acre tract conveyed to the City of Gahanna by Instrument No. 2002212310334918, 103.28 feet to a set 5/8" iron pin;

Thence South 53°14'46" West with the westerly line of a 9.754 acre tract conveyed to Provident-Hunters Ridge Ltd. recorded in Official record 2240 102, 197.20 feet to a set 5/8" iron pin;



Thence South 03°49'10" West continuing with the westerly line of said Provident-Hunters Ridge Ltd., 285.00 feet to a found 1" pipe;

Thence South 64°50'04" West continuing with the westerly line of said Provident-Hunters Ridge Ltd., 258.35 feet to a found 5/8" iron pin on the northerly right-of-way line of Morrison Road;

Thence along the northerly right-of-way line of said Morrison Road also the north line of a 0.052 acre tract conveyed to the City of Gahanna by Instrument no. 200011200235323 along a curve to the left having an arc length of 200.91 feet a radius of 368.31 feet and chord bearing North 70°33'12" West, 198.43 feet and delta angle of 31°15'16" to a found mag nail;

Thence North 86°10'50" West continuing along the northerly right-of-way line of said Morrison Road, 30.99 feet to a found 5/8" iron pin;

Thence North 02°58'31" East with the easterly line of a 1.345 acre tract conveyed to BMG Corp. LLC recorded in Instrument No. 201406200078145, 240.03 feet to a found 1" pipe;

Thence North 86°10'50" West with the northerly line of said BMG Corp. LLC, 50.00 feet to a set 5/8" iron pin;

Thence North 02°58'31" East with a new division line through said Pebb Hunter's Ridge, LLC, 275.26 feet to a set drill hole;

Thence North 86°09'00" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 155.00 feet to a set 5/8" iron pin;

Thence South 02°58'31" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 10.00 feet to a set 5/8" iron pin;

Thence North 86°09'00" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 45.00 feet to the True Point of Beginning, containing 7.356 acres more or less and subject to all rights-of-way and easements of record.

PPN 025-013435

All set pins are 5/8 inch diameter x 30 inches in length rebar with a plastic cap bearing the number 7911.

The bearings shown hereon are based on the centerline of Hamilton Road, bearing North 03°49'10" East as shown in Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59.

The above description was prepared from and in accordance with a field survey by David J. Kuethe, Ohio Registered Surveyor No. 7911 dated November 9, 2021.

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

Commencing at a set mag nail at the intersection centerline of Hamilton Road and Morrison Road both dedicated in Hunter's Ridge Section 2 as delineated in Plat Book 43, Page 18;

Thence North 03°49'10" East along the centerline of said Hamilton, 555.35 feet;

Thence leaving said centerline of Hamilton Road, South 86°10'50" East, 52.88 feet to a set 5/8" iron pin on the easterly right-of-way line of said Hamilton Road and the True Point of Beginning;

Thence North 02°58'31" East along the easterly right-of-way line of said Hamilton Road as appropriated as Parcel 1194-A-WD (FRA-270-28.30N, FRA-317-16.67) by the State of Ohio in Franklin County Court of Common Pleas Case No. 73CV-02-574, as recorded in Deed Book 3405, Page 851, 66.01 feet to a set 5/8" iron pin;

Thence South 86°09'00" East with a new division line through said Pebb Hunter's Ridge, LLC, 199.01 feet to a point witnessed by a mag nail found at South 03°49'10" West, 1.00 feet;

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Thence South 86°09'00" East with the southerly line of said Kroger Co., 307.61 feet to the face of a building;

Thence North 03°51'00" East with the easterly line of said Kroger Co. and face of building, 43.48 feet;

Thence South 86°09'00" East with the southerly line of said Kroger Co. and a common wall of said building, 209.80 feet to the face of building;

Thence South 03°51'00" West with the westerly line of said Kroger Co. and face of building, 25.99 feet;

Thence South 86°09'00" East with the southerly line of said Kroger Co., 126.22 feet to a set 5/8" iron pin;

Thence South 03°45'54" East with the westerly line of a 8.762 acre tract conveyed to the City of Gahanna by Instrument No. 2002212310334918, 103.28 feet to a set 5/8" iron pin;

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Thence South 03°49'10" West continuing with the westerly line of said Provident-Hunters Ridge Ltd., 285.00 feet to a found 1" pipe;

Thence South  $64^{\circ}50'04''$  West continuing with the westerly line of said Provident-Hunters Ridge Ltd., 258.35 feet to a found  $5/8''$  iron pin on the northerly right-of-way line of Morrison Road;

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Thence North  $86^{\circ}10'50''$  West continuing along the northerly right-of-way line of said Morrison Road, 30.99 feet to a found  $5/8''$  iron pin;

Thence North  $02^{\circ}58'31''$  East with the easterly line of a 1.345 acre tract conveyed to BMG Corp. LLC recorded in Instrument No. 201406200078145, 240.03 feet to a found 1" pipe;

Thence North  $86^{\circ}10'50''$  West with the northerly line of said BMG Corp. LLC, 50.00 feet to a set  $5/8''$  iron pin;

Thence North  $02^{\circ}58'31''$  East with a new division line through said Pebb Hunter's Ridge, LLC, 275.26 feet to a set drill hole;

Thence North  $86^{\circ}09'00''$  West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 155.00 feet to a set  $5/8''$  iron pin;

Thence South  $02^{\circ}58'31''$  West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 10.00 feet to a set  $5/8''$  iron pin;

Thence North  $86^{\circ}09'00''$  West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 45.00 feet to the True Point of Beginning, containing 7.356 acres more or less and subject to all rights-of-way and easements of record.

PPN 025-013435

All set pins are  $5/8$  inch diameter x 30 inches in length rebar with a plastic cap bearing the number 7911.

The bearings shown hereon are based on the centerline of Hamilton Road, bearing North  $03^{\circ}49'10''$  East as shown in Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59.

The above description was prepared from and in accordance with a field survey by David J. Kuethe, Ohio Registered Surveyor No. 7911 dated November 9, 2021.



### LIMITED WARRANTY DEED

**Pebb Hunter's Ridge LLC**, a Delaware limited liability company ("Grantor"), for \$1.00 and other good and valuable consideration paid, grants, with limited warranty covenants, to **Pebb Hunter's Ridge LLC**, a Delaware limited liability company ("Grantee"), whose tax mailing address is 7900 Glade Road, Suite 600, Boca Raton, Florida 33434, the real property more particularly described as in Exhibit A attached hereto ("Property").

Parcel No. \_\_\_\_\_

Prior Deed Reference: Instrument No. 201810290147397, Franklin County, Ohio Recorder

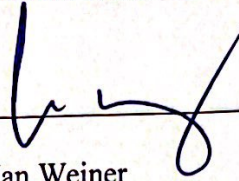
Grantor transfers the Property to Grantee subject to easements, conditions and restrictions of record. This deed is made for nominal consideration from Grantor.

[Signature page to follow.]



Executed this 17<sup>th</sup> day of February, 2022

**Pebb Hunter's Ridge, LLC**  
a Delaware limited liability company

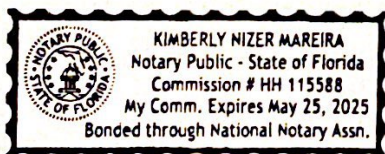
  
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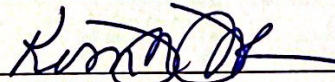
By: Ian Weiner

Its: Authorized Person

State of Florida            )  
                                      ) ss:  
County of Palm Beach    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2022 by Ian Weiner, on behalf of Grantor, who produced his driver's license as identification. This is an acknowledgement clause. No oath or affirmation was administered to the signers.



  
\_\_\_\_\_

Notary Public

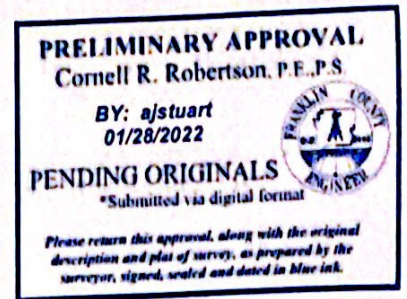
My Commission expires: 05/25/2025

This instrument prepared by:

Jesse Knowlden, Esq.  
Cohen, Todd, Kite & Stanford, LLC  
250 E. Fifth Street, Suite 2350  
Cincinnati, OH 45202



**LEGAL DESCRIPTION  
1.254 ACRE TRACT**



Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

Commencing at a set mag nail at the intersection centerline of Hamilton Road and Morrison Road both dedicated in Hunter's Ridge Section 2 as delineated in Plat Book 43, Page 18;  
Thence North 03°49'10" East along the centerline of said Hamilton Road, 290.01 feet;

Thence leaving said centerline of Hamilton Road, South 86°10'50" East, 56.79 feet to a found 1" pipe on the easterly right-of-way line of said Hamilton Road and the True Point of Beginning;

Thence North 02°58'31" East along the easterly right-of-way line of said Hamilton Road as appropriated as Parcel 1194-A-WD (FRA-270-28.30N, FRA-317-16.67) by the State of Ohio in Franklin County Court of Common Pleas Case No. 73CV-02-574, as recorded in Deed Book 3405, Page 851, 265.36 feet to a set 5/8" iron pin;

Thence South 86°09'00" East with a new division line through said Pebb Hunter's Ridge, LLC, 45.00 feet to a set 5/8" iron pin;

Thence North 02°58'31" East continuing with a new division line through said Pebb Hunter's Ridge, LLC, 10.00 feet to a set 5/8" iron pin;

Thence South 86°09'00" East continuing with a new division line through said Pebb Hunter's Ridge, LLC, 155.00 feet to a set drill hole;

Thence South 02°58'31" West continuing with a new division line through said Pebb Hunter's Ridge, LLC, 275.26 feet to a set 5/8" iron pin;

Thence North 86°10'50" West with the northerly line of a parcel conveyed to BMG Corp., LLC recorded in Instrument No. 201406200078145, 200.00 feet to the True Point of Beginning, containing 1.254 acres more or less and subject to all rights-of-way and easements of record.

PPN 025-013435

All set pins are 5/8 inch diameter x 30 inches in length rebar with a plastic cap bearing the number 7911.

The bearings shown hereon are based on the centerline of Hamilton Road, bearing North 03°49'10" East as shown in Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59.

The above description was prepared from and in accordance with a field survey by David J. Kuethe, Ohio Registered Surveyor No. 7911 dated November 9, 2021.



## EXHIBIT "A"

### LEGAL DESCRIPTION 1.254 ACRE TRACT

Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

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PPN 025-013435

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### LIMITED WARRANTY DEED

**Pebb Hunter's Ridge LLC**, a Delaware limited liability company ("Grantor"), for \$1.00 and other good and valuable consideration paid, grants, with limited warranty covenants, to **Pebb Hunter's Ridge LLC**, a Delaware limited liability company ("Grantee"), whose tax mailing address is 7900 Glade Road, Suite 600, Boca Raton, Florida 33434, the real property more particularly described as in Exhibit A attached hereto ("Property").

Parcel No. \_\_\_\_\_

Prior Deed Reference: Instrument No. 201810290147397, Franklin County, Ohio  
Recorder

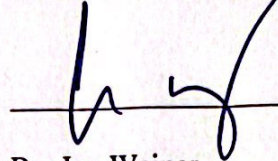
Grantor transfers the Property to Grantee subject to easements, conditions and restrictions of record. This deed is made for nominal consideration from Grantor.

[Signature page to follow.]



Executed this 17<sup>th</sup> day of February, 2022

**Pebb Hunter's Ridge, LLC**  
a Delaware limited liability company

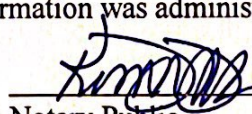
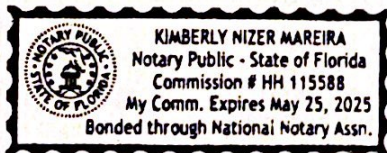


By: Ian Weiner

Its: Authorized Person

State of Florida            )  
  ) ss:  
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The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of February, 2022 by Ian Weiner, on behalf of Grantor, who produced his driver's license as identification. This is an acknowledgement clause. No oath or affirmation was administered to the signers.

  
Notary Public

My Commission expires: 05/25/2025

This instrument prepared by:

Jesse Knowlden, Esq.  
Cohen, Todd, Kite & Stanford, LLC  
250 E. Fifth Street, Suite 2350  
Cincinnati, OH 45202



**LEGAL DESCRIPTION  
1.050 ACRE TRACT**



Situated in Quarter Township 3, Township 1, Range 16, United States Military Lands, City of Gahanna, County of Franklin, State of Ohio and being part of Reserve "N" of Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59 and being part of the same 9.660 acre tract conveyed to Pebb Hunter's Ridge, LLC by Instrument No. 201810290147397 (all references are to the records of the Record's Office, Franklin County, Ohio) and being more particularly described as follows:

Commencing at a set mag nail at the intersection centerline of Hamilton Road and Morrison Road both dedicated in Hunter's Ridge Section 2 as delineated in Plat Book 43, Page 18;  
Thence North 03°49'10" East along the centerline of said Hamilton Road, 621.35 feet;

Thence leaving said centerline of Hamilton Road, South 86°10'50" East, 51.91 feet to a set drill hole on the easterly right-of-way line of said Hamilton Road as appropriated as Parcel 1194-A-WD (FRA-270-28.30N, FRA-317-16.67) by the State of Ohio in Franklin County Court of Common Pleas Case No. 73CV-02-574, as recorded in Deed Book 3405, Page 851 and the True Point of Beginning;

Thence North 02°58'31" East along the easterly right-of-way line of said Hamilton Road in the east line of said Parcel 1194-A-WD, 129.82 feet to a found mag nail cut at that portion of Hamilton Road as dedicated in Plat Book 48, Page 59;

Thence North 03°49'10" East continuing along the easterly dedicated right-of-way line of said Hamilton Road, 98.46 feet to a found mag nail;

Thence South 86°10'50" East with the southerly line of a 0.624 acre parcel conveyed to Kroger Co. recorded in Instrument No. 200612120246973, 200.92 feet to a found mag nail;

Thence South 03°49'10" West with the westerly line of a 7.416 acre tract conveyed to Kroger Co. recorded in Instrument No. 200505120091078, 228.37 feet to a point witnessed by a mag nail found at South 03°49'10" West, 1.00 feet;

Thence North 86°09'00" West with a new division line through said Pebb Hunter's Ridge, LLC, 199.01 feet to the True Point of Beginning, containing 1.050 acres more or less and subject to all rights-of-way and easements of record.

PPN 025-013435

All set pins are 5/8 inch diameter x 30 inches in length rebar with a plastic cap bearing the number 7911.

The bearings shown hereon are based on the centerline of Hamilton Road, bearing North 03°49'10" East as shown in Hunters Ridge Sec. 4 as recorded in Plat Book 48, Page 59.

The above description was prepared from and in accordance with a field survey by David J. Kuethe, Ohio Registered Surveyor No. 7911 dated November 9, 2021.



## EXHIBIT "A"

### LEGAL DESCRIPTION

#### 1.050 ACRE TRACT

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August 2, 2022

Pebb Hunters Ridge LLC  
7900 Glades Rd Ste 600  
Boca Raton, FL 33434-4105

RE: Project 294 S Hamilton Rd Subdivision Without Plat

Dear Pebb Hunters Ridge LLC:

The following comments were generated from the review of the submitted plans and documents for the referenced project.

**Fire District**

1. The fire division has no objection to 294/298 South Hamilton Road application – Hunter's Ridge Shopping Center SWP22.

**Parks**

2. No Comment Per Julie Predieri

**Development Engineer**

3. Engineering has no objection to this subdivision provided that the owners work to overcome any conflicts with private utility ownership or billing that arise from the lot split.
4. The terms of the Declaration of Reciprocal Easements, Covenants, and Restrictions provided with the application accommodate cross access needs for pedestrians, vehicle, and utilities. (*Informational Comment*)

If you have any comments or questions, please contact me at [kelly.wicker@gahanna.gov](mailto:kelly.wicker@gahanna.gov) or (614) 342-4025.

Sincerely,

Kelly Wicker  
Planning and Zoning Coordinator



## STAFF REPORT

### Summary

The applicant is requesting approval of a lot split at the Hunter's Ridge shopping center. The property to be split off from the Krogers' parcel are McDonald's and Taco Bell. The McDonald's parcel is 1.254 acres and Taco Bell is 1.050 acres.

The property is zoned PUD. Specific setbacks, lot size, lot coverage and other development criteria are not enumerated in the zoning code for commercial developments with PUD zoning. Other items such as parking counts, signage, landscaping, etc must be met by each parcel, including the Kroger's parcel. The request has been reviewed for consistency with the zoning code and no variances are necessary.

### Subdivision without Plat

Subdivisions without plat shall be referred to Planning Commission if the division of land is into parcels less than five acres.

Planning Commission shall approve the subdivision without plat application if the following is met:

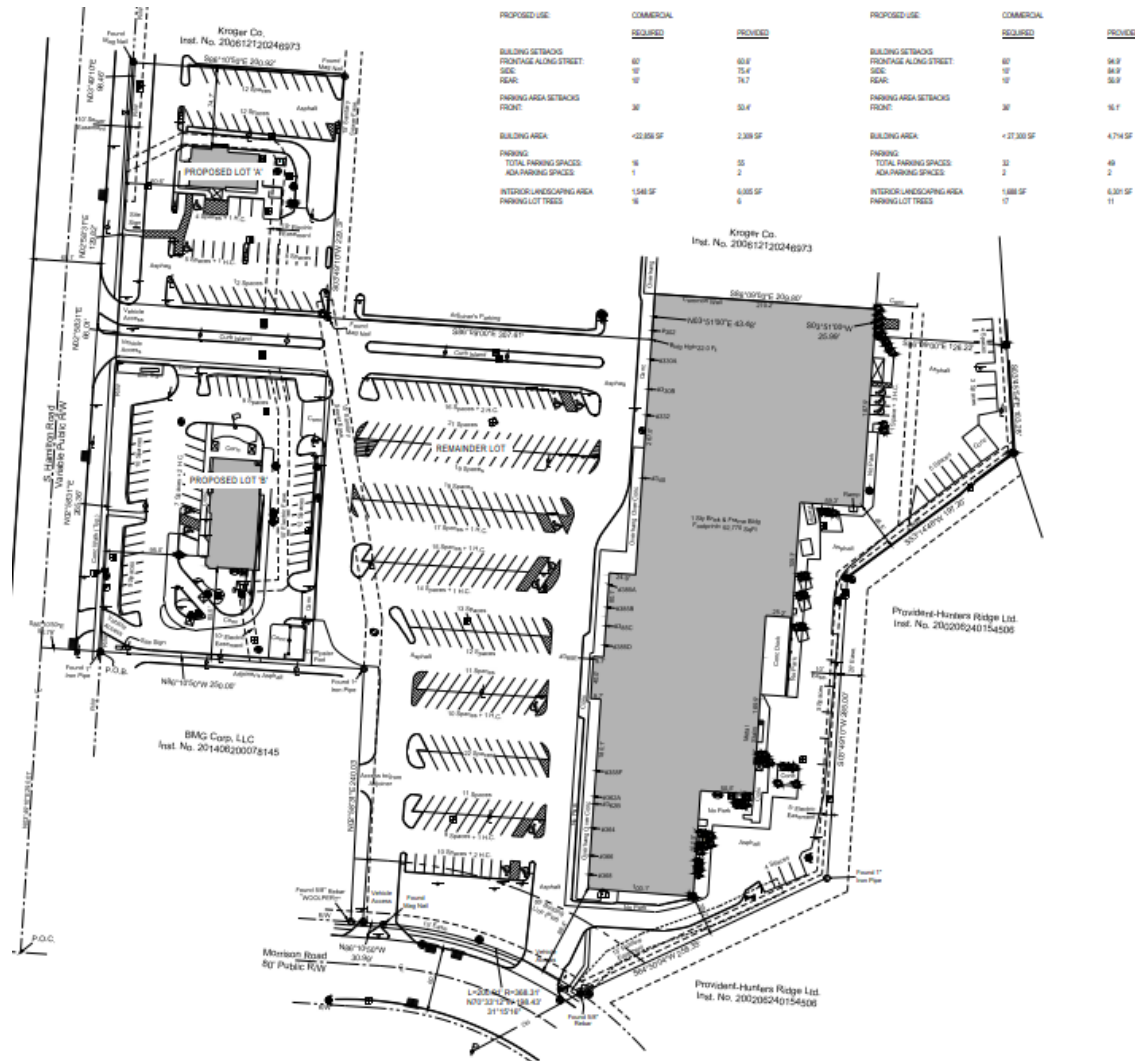
- a) All lots of the resulting subdivision are contiguous to a dedicated public street right-of-way for such distance as required by the zone district.
- b) No opening, widening or extension of any road is involved.
- c) No more than five lots are involved after the original tract is completely subdivided.
- d) The request for subdivision is not contrary to platting, subdividing or zoning regulations of the City.

### Recommendation

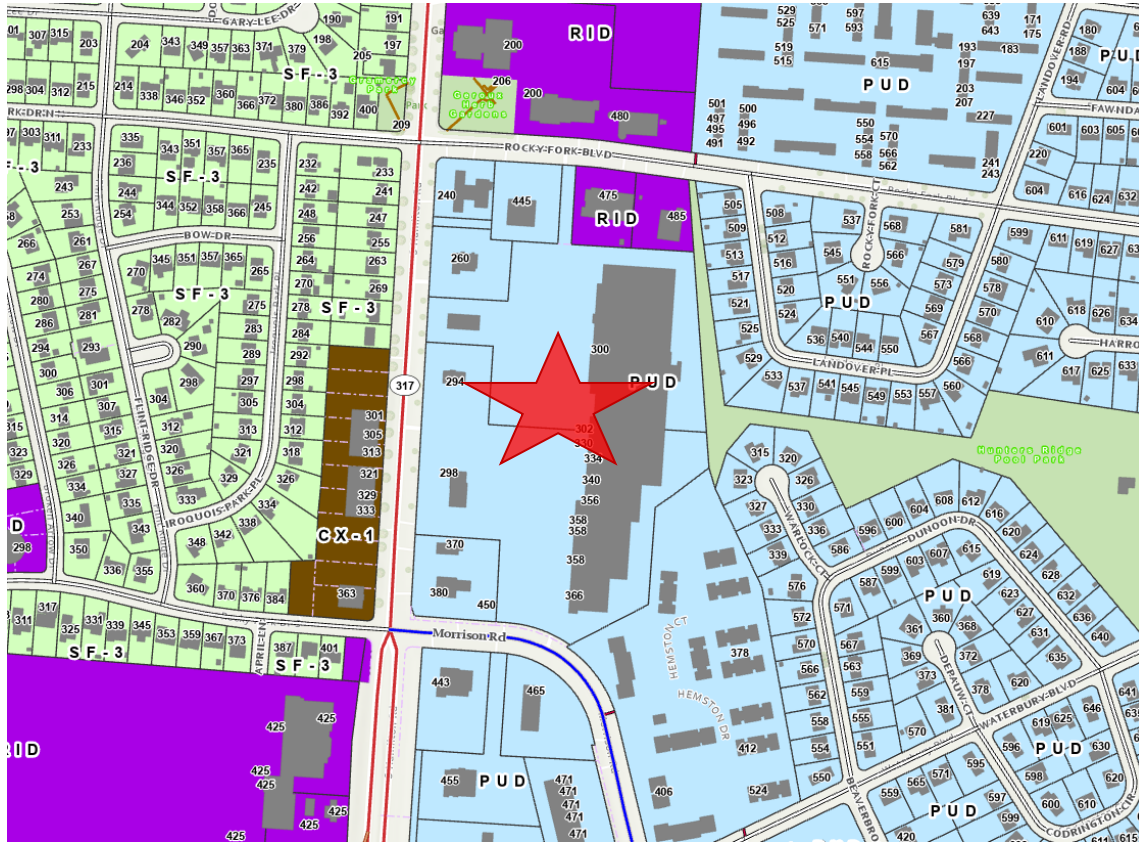
Staff recommends approval as submitted. The request to subdivide and create outparcels is very similar to other requests approved by Planning Commission over the last few years. The resulting parcels meet minimum zoning requirements for setbacks, lot size, lot frontage, and lot coverage as PUD doesn't have minimum requirements. Each parcel meets development standards such as parking counts, signage, and other similar standards.

## DEPARTMENT OF PLANNING

## Site Plan



Location/Zoning Map



Respectfully Submitted By:  
Michael Blackford, AICP  
Director of Planning