



53-000381

VOL 3400 PAGE 695

GRANT OF EASEMENTS AND DECLARATION OF RESTRICTIONS

THIS DECLARATION AND AGREEMENT made and entered into on this 12th day of MARCH, 1974, by and between CASTO DEVELOPERS, a Florida General Partnership, hereinafter called "FIRST PARTY", and OLENTANGY DEVELOPMENT COMPANY, an Ohio General Partnership, hereinafter called "SECOND PARTY".

WITNESSETH:

5208
/ Lot D

WHEREAS, FIRST PARTY is the owner of Tract "1" legally described in Exhibit "A" and SECOND PARTY is the owner of Tract "2" legally described in Exhibit "B", and all of such property being in the City of Columbus, Franklin County, Ohio.

shopping center, includes Lot G

WHEREAS, the parties hereto desire to have all the above-described real property developed and maintained as an integrated shopping center (the "SHOPPING CENTER") following the general plan and scheme for development herein mentioned and subject to the easements, conditions, restrictions and obligations described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which are hereby acknowledged, FIRST PARTY and SECOND PARTY declare, covenant and agree to and with each other, and to and with the future owners, mortgagees and other parties having or acquiring an interest in all or any part of the Shopping Center, as follows:

- 1. The term "common areas" as used herein shall mean all of the Shopping Center upon which buildings are not constructed.
- 2. No building or other structure shall be constructed, placed or maintained upon the outlot, Lot B Olentangy Commercial Center, hereinafter referred to as the "outlot", except one (1) story buildings (not to exceed twenty (20) feet in height) nor shall any fence, wall, sign, pole, curbing or any other obstruction whatsoever, except exterior boundary walls or fences, decorative landscape plantings, walkways, arcades, curbs, roadways, fire hydrants or lighting facilities installed or erected as not to interfere with

MAR 15 1974
Received 19... At 12:25 P.M.
MAR 15 1974
JAMES A. SCHAEFER, Recorder
Recorder's Fee \$ 10.00

TRANSFER
NOT NECESSARY
MAR 15 1974
ARCH J. WARREN
AUDITOR
FRANKLIN COUNTY, OHIO

TRANSFER TAX
EXEMPT
By ARCH J. WARREN
FRANKLIN COUNTY, AUDITOR

the use of the common areas as a unit be erected or constructed or maintained above the surface of any portion of the common areas of the Shopping Center. However, canopies, marquees, all mall enclosures and supports attached to buildings may project over sidewalks or walkways within the common areas notwithstanding the provisions of this section. No merchandise, equipment, displays, machine or other obstruction of any kind shall be maintained or permitted to remain on the sidewalks in front of the buildings in the Shopping Center.

3. SECOND PARTY shall have the right to construct buildings on the Tract "2" and the outlet property subject to the limitation that there shall be at all times at least three (3) square feet of improved common area for each square foot of gross floor area (including additional floor levels above the ground floor) of buildings constructed on the Tract "2" property and the outlet, and no building or additions to existing buildings shall at any time be constructed on the Tract "2" property and the outlet if such construction would cause the aforesaid ratio of improved common area to the gross floor area to be less than three (3) to one (1). The general quality of construction on the Tract "2" property shall be equal to that on the Tract "1" property and in general conformity with the architectural and development scheme.

→ 4. Each owner of any part of the Shopping Center shall have a non-exclusive easement, in common with all other owners of any part of the Shopping Center for roadways and walkways, for the parking of vehicles, for loading and unloading, and for ingress and egress over and upon the common areas. Each owner may grant the benefit of such non-exclusive easement to any tenant leasing any building space within the Shopping Center from such owner for use by such tenant, its customers, employees, agents and invitees. No fee or charge of any kind shall be made for such uses of the common area except that any owner may provide for a maintenance charge in the leases to the respective tenants of such owner. The easements herein described are solely for the benefit of the owners and tenants of the Shopping Center and their respective customers,

5. (A) SECOND PARTY grants to FIRST PARTY and all persons claiming by, through or under FIRST PARTY a perpetual easement of ingress and egress across and through the thirty (30) foot access drive adjacent to and east of the existing bank located on Lot A Olentangy Commercial Center.

(B) FIRST PARTY grants to SECOND PARTY and all persons claiming by, through or under SECOND PARTY a perpetual easement of ingress and egress across and through the thirty-five (35) foot access drive adjacent to and west of the existing bank located on Lot A Olentangy Commercial Center.

(C) SECOND PARTY grants to FIRST PARTY and all persons claiming by, through and under FIRST PARTY a temporary easement for ingress and egress across and through a thirty (30) foot easement area directly west of Tract "1" and adjacent thereto which easement shall be subject to termination if;

(i) SECOND PARTY shall grant to FIRST PARTY and all persons claiming by, through and under FIRST PARTY, a perpetual easement for ingress and egress across and through an easement area thirty (30) feet in width and extending from Bethel Road at a point located no less easterly than four hundred fifty (450) feet from the westerly boundary of Tract "2" and connecting to the service drive located south of the buildings constructed on Tract "1" and;

(ii) turning lanes are constructed by SECOND PARTY adjacent to the parking areas located at the westerly boundary of Tract "1" and in conformity with the turning lanes constructed on Tract "1"; and

(iii) the parking constructed by SECOND PARTY on Tract "2" shall be so constructed as to permit extension of the east/west access drives of

Handwritten note: *terminated 12/2 6702*

Tract "1" through Tract "2".

6. FIRST PARTY shall permit SECOND PARTY or any owner or tenant of Tract "2" to connect to the sewer, water or electric lines installed by FIRST PARTY in Tract "1", without payment thereof, if:

(A) SECOND PARTY shall pay for the repair and reconstruction of any damage which FIRST PARTY sustains by reason of such connection(s), and

(B) Such connection by SECOND PARTY shall not interfere with FIRST PARTY'S use of such lines or exceed the capacity thereof.

7. Each party agrees to grant to the other party such easements under and across their respective common areas as may be needed for the installation of water and sewer lines, electric power and other utilities to service the buildings on their respective properties.

8. SECOND PARTY shall not construct, install or maintain or suffer to be maintained any sign on the roof of the building to be located on the outlet or attached to said building and extending above the parapet thereof, with, however, no limitation in height relative to any pylon sign.

9. Each owner of any part of the Shopping Center shall, at its expense, maintain the portion of the common areas owned by such owner. Such maintenance shall include the payment of all utilities, taxes and assessments, providing adequate lighting during business hours, repairing, resurfacing, restriping, gardening and maintenance of ornamental planting, and the removal of snow and debris, in order that the common areas, including appropriate landscaping will, at all times, be kept and maintained in good order and repair and present a clean and well kept appearance.

10. The reciprocal rights, easements, conditions and agreements contained herein are intended by the parties to be and shall be considered as covenants running with the title to the land described in Exhibits "A" and "B" attached hereto and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11. This Agreement shall have no force and effect as to those areas in Tract "2" to the extent that they are zoned C-2 or any subsequent equivalent thereof and developed in accordance thereto, unless:

(A) Said C-2 area(s) in Tract "2" are rezoned C-4 or any subsequent equivalent thereof in which case the conditions of this Agreement would govern their development and maintenance.

12. In the event any provision of this Declaration and Agreement shall be determined to be void or unenforceable by any court, such determination shall not affect the remaining provisions of this Declaration and Agreement and such remaining provisions shall remain in full force and effect.

13. This Agreement may be modified or cancelled by, and only by, the written consent of all of the owners of the Shopping Center and their mortgagees so long as said mortgagees and their assigns shall have any interest in the Shopping Center. A foreclosure of the mortgage by a mortgagee, or its assigns, or a conveyance in lieu of such foreclosure, shall not be deemed to terminate the interest of the mortgagee in the Shopping Center.

14. This Declaration and Agreement and all the easements, rights and obligations set forth herein shall in any event terminate and be of no further force and effect after January 1st, 2054.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration and Agreement on the day and year first above written.

Signed in the presence of:
[Signature]
[Signature]

CASTO DEVELOPERS, a Florida
General Partnership, Buyer

By [Signature]

OLENTANGY DEVELOPMENT COMPANY,
an Ohio Partnership, Seller

BY: NORTHLAWN, a Joint Venture and
one of the two partners in
Olentangy Development Company

[Signature]
[Signature]

By [Signature]
George A. Skestos, Joint Venturer
and

William C. Jagan
Chief D. Bordeaux
William C. Jagan
Chief D. Bordeaux

BY: OLENTANGY INVESTMENT COMPANY,
an Ohio corporation, second partner
in Olentangy Development Company

By *R. E. Beck*
R. E. Beck, President

By *J. W. Hilbert*
J. W. Hilbert, Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said county, personally appeared James D. Casto of Casto Developers, a Florida General Partnership, who acknowledged the signing of the foregoing instrument to be his free act and deed and the free act and deed of Casto Developers for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal on this 12th day of March, 1974.

THOMAS D. MORBITZER
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES OCT. 24, 1978

Thomas D. Morbitzer
Notary Public
Seal: THOMAS D. MORBITZER, NOTARY PUBLIC, FRANKLIN COUNTY, OHIO

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said county, personally appeared George A. Skestos, one of the joint venturers in Northlawn, an Ohio joint venture, one of the partners in Olentangy Development Co., an Ohio general partnership, who acknowledged the signing of the foregoing instrument to be his free act and deed and the free act and deed of Northlawn and Olentangy Development Co., for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal on this 12th day of MARCH, 1974.

Cheryl C. Bordeaux
Notary Public
CHERYL C. BORDEAUX
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 24, 1978

Seal: CHERYL C. BORDEAUX, NOTARY PUBLIC, FRANKLIN COUNTY, OHIO

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public in and for said county, personally appeared R. E. Beck, President of Olentangy Investment Company, and J. W. Hilbert, Treasurer of Olentangy Investment Company, an Ohio corporation, one of the partners in Olentangy Development Company, an Ohio general partnership, who acknowledged the signing of the foregoing instrument to be their free act and deed and the free act and deed of Olentangy Investment Company and Olentangy

Development Company, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal on this 12th day of MARCH, 1974.

Cheryl O. Bordeaux
Notary Public

CHERYL O. BORDEAUX
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 24, 1978



EVANS, MECHWART, HAMBLETON & TILTON, INC.

W. H. MECHWART, P.E.
W. P. HAMBLETON, P.E.
J. D. WALTON, P.E.

Consulting Engineers
Surveyors

170 MILL STREET • GAHANNA, OHIO 43230

Area Code 614 - 471-6180

March 11, 1974

Branch Office
The Security Building
Suite 518
Athens, Ohio 43201
Area Code 614-363-7767

Association:
G. A. WARR, P.E. (Manager)
W. H. STANFORTH, P.E.

Associates:

J. W. CAMPBELL, P.E.
G. E. EVANS, P.E.
D. A. HUSSEY, P.E.
H. L. JETT, P.E.
E. E. MADDOX, P.E.
A. W. MAIER, P.E.
R. F. MEYER, P.E.
R. H. MORRIS, P.E.
T. D. SIBBALD, P.E.
S. L. TOLMAN, P.E.

Casto Development Corporation
P. O. Box 817
1175 Northeast 125th Street
North Miami, Florida 33161

Attention: Mr. T. R. Reiff

Dear Sir:

DESCRIPTION ACCEPTABLE
C. E. MECHWART
FRANKLIN COUNTY ENGINEER
INT. <u>SD</u> DATE <u>3/11/74</u>
SPLIT <input checked="" type="checkbox"/>
TRANSFER <input checked="" type="checkbox"/>

74-164
 0-13
 SP12
 312A.
 Out of
 7362 ON SP1
 190A.
 Out of
 7361 ON SP1
 5

SP12
 10,977Ac
 Out of
 11009
 288Ac
 Out of
 74029
 Co's.

The following are the revised descriptions for the proposed K-Mart site at Bethel and Olentangy River Road, Columbus, Ohio, as per your request.

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Section 2, Township 1, Range 18, United States Military Lands and being part of those tracts of land conveyed to Olentangy Development Company, by deeds of record in Deed Book 3357, Page 165, Deed Book 3357, Page 168, Deed Book 3396, Page 916, and Deed Book 3398, Page 240, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point in the proposed southerly right-of-way line of Bethel Road that is located, North 87° 31' 58" West, 752.61 feet and South 2° 28' 02" West, 60.0 feet from the centerline intersection of said Bethel Road with Olentangy River Road, (State Route 315);

thence along said proposed right-of-way line, South 87° 31' 58" East, (being 60 feet southerly, as measured at right angles and parallel to the centerline of Bethel Road), 340.0 feet to a point;

thence South 2° 28' 02" West, 205.0 feet to a point;

thence South 87° 31' 58" East, 230.0 feet to a point;

EXHIBIT "A"

Continued.....

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B. 1 of 3

NO. 3400 PAGE 703

thence South 68° 06' East, 193.32 feet to a point;

thence North 62° 27' 03" East, 119.84 feet to a point in the proposed westerly right-of-way line of Olentangy River Road;

thence along said proposed right-of-way line, South 30° 56' 28" East, 110.45 feet to a point of curvature of a curve to the right;

thence along the arc of said curve, (Delta = 93° 23' 31", Radius = 20.0 feet), a chord bearing and distance of, South 15° 45' 18" West, 29.11 feet to a point;

thence South 62° 27' 03" West, 145.62 feet to a point;

thence South 2° 32' 15" West, 350.0 feet to a point;

thence South 79° 41' 41" West, 630.0 feet to a point;

thence North 10° 18' 19" West, 270.0 feet to a point;

thence North 35° 18' 19" West, 50.0 feet to a point;

thence North 5° 56' 25" West, 539.99 feet to a point;

thence North 2° 28' 02" East, 55.0 feet to the point of beginning, containing 11.769 acres, more or less.

EXHIBIT "A"

Continued.....

R. 2 of 3

WR 3400 PAGE 704

Situate in the State of Ohio, County of Franklin, City of Columbus, being located in Section 2, Township 1, Range 18, United States Military Lands and being part of those tracts of land conveyed to Olentangy Development Company, by deeds of record in Deed Book 3398, Page 240 and Deed Book 3396, Page 916, all references being to records in the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point where the northerly line of the M. J. and W. C. Norris 0.555 acre tract, of record in Deed Book 2044, Page 639 intersects the westerly right-of-way line of Olentangy River Road, (State Route 315);

thence along said northerly line, North 87° 26' 04" West, 178.07 feet to a point at the northwesterly corner of said 0.555 acre tract;

thence North 62° 27' 03" East, 129.89 feet to a point of curvature of a curve to the right;

thence along the arc of said curve, (Delta = 86° 36' 29", Radius = 20.0 feet), a chord bearing and distance of, South 74° 14' 43" East, 27.44 feet to a point;

thence South 30° 56' 28" East, 70.65 feet to the point of beginning, containing 0.151 acre, more or less.

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

74-161
0-13
split
.109Ac
Out of
7361
1
.042Ac.
Out of
11605
C/L/S.

Respectfully Submitted,

EVANS, MECHWART, HAMLETON & TILTON, INC.

Thomas D. Sibbalds
Thomas D. Sibbalds
Registered Surveyor No. 5908

TDS:cp

EXHIBIT "A"

R.343

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Consulting Engineers
Surveyors

170 MILL STREET • GAHANNA, OHIO 43230

Area Code 614 - 471-5150

March 14, 1974

W. H. MECHWART, P.E.
W. P. HAMBLETON, P.E.
J. D. TILTON, P.E.

Associates:

J. W. CAMPBELL, P.E.
G. E. EVANS, P.E.
D. A. MUSSEY, P.E.
M. L. JETT, P.E.
E. E. MADDY, P.E.
A. W. SAUER, P.E.
R. F. MEYER, P.E.
R. M. NORRIS, P.E.
T. D. SIBBALDS, P.E.
S. L. TOLMAN, P.E.

Branch Office
The Security Building
Suite 508
Athens, Ohio 45701
Area Code 614-333-7187

Associates:
C. A. MARA, P.E. (Manager)
W. K. STANFORTH, P.E.

Equitable Development Corp.
6079 Northgate Road
Columbus, Ohio 43229

Attention: Mr. William Goldman

Dear Sir:

The following description is of the outerboundary of Olentangy Commercial Center, as per your request.

TRACT 2
OLENTANGY COMMERCIAL CENTER

Situates in the State of Ohio, County of Franklin, City of Columbus, being located in Section 2, Township 1, Range 18, United States Military Lands and being part of those tracts of land conveyed to Olentangy Development Company by deeds of record in Deed Book 3357, Page 165; Deed Book 3357, Page 168 and Deed Book 3396, Page 916 and being all of that tract of land conveyed to Olentangy Development Company by deed of record in Deed Book 3398, Page 240, all references being to records of the Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning at a railroad spike where the centerline of Bethel Road intersects the centerline of Olentangy River Road (State Route 315);

thence along the centerline of said Olentangy River Road, South 27° 32' 57" East, 558.18 feet to a railroad spike at the northeasterly corner of the 0.555 acre tract conveyed to Madrith J. and Weldon C. Norris by deed of record in Deed Book 2044, Page 639;

thence along the northerly line of said Norris 0.555 acre tract, North 87° 26' 04" West, (passing an iron pin at 34.68 feet), 212.75 feet to an iron pin at the northwesterly corner of said tract;

EXHIBIT "B" Pg. 1 of 3 Continued.....

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VOL 3400 PAGE 706

thence along the westerly line of said Norris 0.555 acre tract and the westerly lines of the Carl J. and Maxine Loscko 0.688 acre tract of record in Deed Book 2516, Page 401 and the Ruth Marie Willock 3.0 acre tract of record in Deed Book 1153, Page 240, South 2° 32' 15" West, 397.49 feet to an iron pin at the southwesterly corner of said Willock 3.0 acre tract;

thence along the southerly line of said 3.0 acre tract, South 87° 10' 15" East, 444.29 feet to a point in the centerline of Olentangy River Road;

thence along said centerline of Olentangy River Road, South 28° 48' 28" East, 454.85 feet to a point at the northeasterly corner of the Kempton Cemetery 0.453 acre tract;

thence along the northerly line of said Kempton Cemetery and the northerly line of the 19.570 acre tract conveyed to Olentangy Company, Inc. by deed of record in Deed Book 2996, Page 22, South 61° 37' 07" West, 192.69 feet to an iron pin;

thence continuing along the northerly line of said 19.570 acre tract, North 86° 57' 28" West, 509.05 feet to an iron pin at a point of curvature of a curve to the left;

thence along the arc of said curve (Delta = 44° 49' 10", Radius = 333.75 feet), a chord bearing and distance of South 70° 37' 57" West, 254.47 feet to a point;

thence South 48° 13' 22" West, 466.85 feet to a point of curvature of a curve to the right;

thence along the arc of said curve, (Delta = 36° 57' 10", Radius = 329.28 feet), a chord bearing and distance of South 66° 41' 57" West, 208.71 feet to a point;

thence South 85° 10' 32" West, 157.46 feet to a point of curvature of a curve to the left;

thence along the arc of said curve, (Delta = 95° 49' 37", Radius = 20.0 feet), a chord bearing and distance of South 37° 15' 44" West, 29.68 feet to a point in the arc of a curve to the right;

thence along said arc (Delta = 5° 49' 37", Radius = 512.46 feet), a chord bearing and distance of North 7° 44' 16" West, 52.10 feet to a point;

thence North 4° 49' 28" West, 43.68 feet to a point;

thence South 85° 10' 32" West, 60.00 feet to a point;

Continued.....

EXHIBIT "B" Pg. 2 of 3

thence North 4° 49' 28" West, 210.80 feet to a point of curvature of a curve to the left;

thence along the arc of said curve, (Delta = 30° 40' 30", Radius = 516.90 feet), a chord bearing and distance of North 20° 09' 43" West, 273.45 feet to a point;

thence North 36° 15' 50" West, 82.12 feet to a point at the southeasterly corner of the 6.988 acre tract conveyed to the Board of Education of the City School District by deed of record in Deed Book 2798, Page 115;

thence along the easterly line of said 6.988 acre tract, North 34° 57' 16" West, 115.13 feet to an angle point in said line;

thence continuing along said easterly line of the 6.988 acre tract, North 35° 29' 58" West, 435.00 feet to a point at the northeasterly corner of said tract;

thence along the northerly line of said 6.988 acre tract, North 87° 18' 01" West, 283.89 feet to a point at the southeasterly corner of the 0.500 acre tract conveyed to Robert W. and Helen G. Gibson by deed of record in Deed Book 2237, Page 268;

thence along the easterly line of said 0.500 acre tract and the easterly lines of the Paul E. Garner tract, of record in Deed Book 902, Page 179 and Deed Book 1963, Page 643, and the Robert L. and Kathleen Ruth Spencer 0.660 acre tract of record in Deed Book 1973, Page 309, North 2° 27' 57" East, 873.10 feet to a point at the northeasterly corner of said Spencer 0.660 acre tract in the centerline of Bethel Road;

thence along the centerline of said Bethel Road, South 87° 31' 58" East, 1738.89 feet to the place of beginning, containing 65.949 acres, more or less.

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

Respectfully Submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Thomas D. Sibbalds
T. D. Sibbalds,
Registered Surveyor No. 5908

TDS:sl

EXHIBIT "B" Pg. 3 of 3

VOL 3400 PAGE 707