

**To:** Members of Dublin City Council

**From:** Marsha I. Grigsby, City Manager

**Date:** May 1, 2014

**Initiated By:** Paul A. Hammersmith, P.E., Director of Engineering/City Engineer  
Barbara Cox, P.E., Engineering Manager – Development  
Kristin K. Yorko, P.E., Civil Engineer

**Re:** Ordinance 36-14 - Authorizing the City Manager to Accept the Dedication of 0.104 Acre, More or Less, for Fee Simple Interests for a Multi-Use Path Easement, 0.096 Acre, More or Less, for Fee Simple Interests for a Multi-Use Path, Drainage, and Utilities Easement, and 0.002 Acre, More or Less, for Fee Simple Interests for Sanitary Sewer Easement from Dublin Senior Community DVR, LLC; and 0.100 Acre, More or Less, for Fee Simple Interests for a Multi-Use Path, Drainage, and Utilities Easement, and 0.103 Acre, More or Less, for Fee Simple Interests for Sanitary Sewer Easement from Dublin Senior Community LSP, LLC, Located North of Post Road and West of Avery-Muirfield Drive, City of Dublin, County of Franklin, State of Ohio.

## Summary

Dublin Senior Community LSP, LLC (LSP) received approval from the Planning and Zoning Commission to construct a building at 6480 Post Road for an assisted living facility. Dublin Senior Community DVR, LLC (DVR) owns and operates a senior community at 6470 Post Road. Although these property owners have slightly different names, they are essentially the same company.

As part of the final development plan for the new building, several infrastructure improvements and modifications were approved. LSP needed to reroute the sanitary trunk sewer at the northern end of the site (near the South Fork Indian Run) to accommodate the proposed building footprint. Also, they will be installing a multi-use (shared-use) path along the north side of Post Road across both properties.

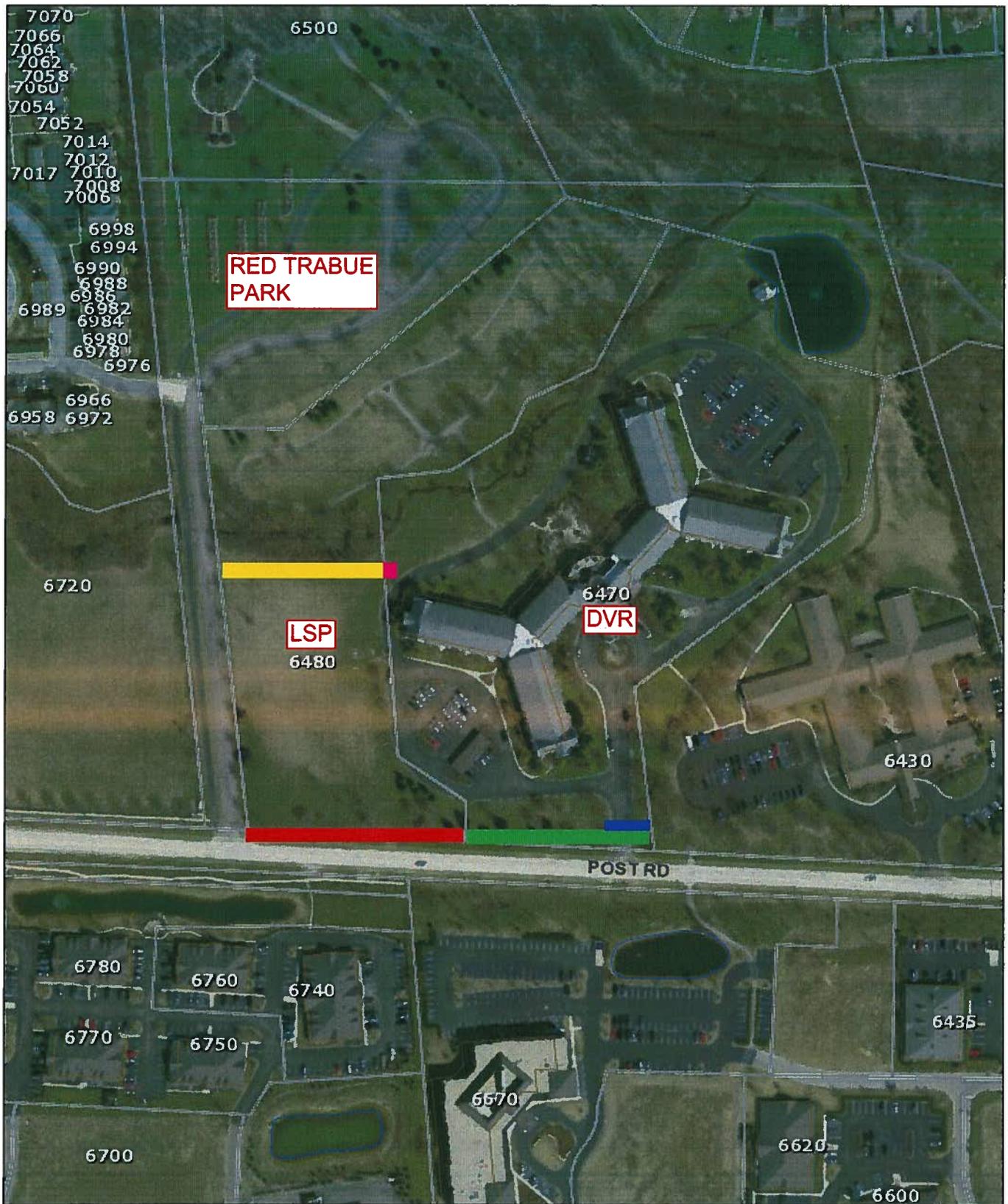
Since the two parcels have different owner names, five easements were dedicated to the City: two for the sanitary sewer and three for the multi-use path. A map is attached that highlights the general location of the five easements.

For the sanitary sewer relocation, DVR dedicated a 0.002 acre easement for the portion of sewer relocation on their parcel. LSP dedicated a 0.103 acre easement for the sewer relocation on their parcel. The City will need to vacate a portion of the existing sanitary sewer easement. Additional legislation will be brought to Council for their consideration of this matter in the near future.

LSP dedicated 0.100 acres for a 15-foot multi-use path, drainage, and utilities easement. DVR dedicated a 0.096 acre easement for a 15-foot multi-use path, drainage, and utilities easement and an additional 0.104 acre easement for the multi-use path the go around their existing entry feature walls.

## Recommendation

Staff recommends approval of Ordinance 36-14 at the second reading/public hearing on May 19, 2014.



- █ 15' Easement on LSP
- █ 15' Easement on DVR
- █ 30' Easement on DVR
- █ Sanitary Sewer Easement DVR
- █ Sanitary Sewer Easement LSP

**PLANNING AND ZONING COMMISSION**

**MEETING MINUTES**

**AUGUST 8, 2013**

**AGENDA**

- 1. Post Road Retirement Village – Dublin Senior Community  
13-045FDP  
(Approved 6 – 0 - Minor Text Modifications)  
(Approved 6 – 0 - Final Development Plan)** **6470 Post Road  
Final Development Plan**
- 2. Village of Coffman Park PUD  
13-076PP/FP  
(Postponed - No Vote)** **Kenzie Lane  
Preliminary Plat/Final Plat**
- 3. Perimeter Center, Subarea E – Giant Eagle Get Go Station  
13-069AFDP  
(Approved 6 – 0 - Minor Text Modification)  
(Approved 6 – 0 - Amended Final Development Plan)** **9725 Perimeter Loop Road  
Amended Final Development Plan**

Chair Chris Amorose Groomes called the meeting to order at 6:30 p.m. and led the Pledge of Allegiance. Other Commission members present were Richard Taylor, Amy Kramb, Warren Fishman, Victoria Newell, and Joe Budde. John Hardt was absent. City representatives were Steve Langworthy, Gary Gunderman, Claudia Husak, Jennifer Readler, Alan Perkins, Kristin Yorko, Jordan Fromm, Andrew Crozier, and Flora Rogers.

**Motion and Vote**

Mr. Taylor moved to accept the documents into the record as presented. Ms. Newell seconded the motion. The vote was as follows: Ms. Kramb, yes; Mr. Fishman, yes; Ms. Amorose Groomes, yes; Mr. Budde, yes; Ms. Newell, yes; and Mr. Taylor, yes. (Approved 6 – 0.)

Ms. Amorose Groomes noted the second case on the agenda, Case 13-076PP/FP – Village of Coffman Park, had been postponed prior to the meeting. She asked if there were any questions or comments regarding Consent Case 13-069AFDP – Perimeter Center, Subarea E – Giant Eagle Get Go Station.

Ms. Newell said she had a question, but a staff presentation was not necessary.

Ms. Amorose Groomes determined the order of the cases heard would be Case 3 and 1. [The minutes reflect the order of the published agenda.] She briefly explained the rules and procedures of the Planning and Zoning Commission.

**1. Post Road Retirement Village – Dublin Senior Community  
13-045FDP**

**6470 Post Road  
Final Development Plan**

Chair Chris Amorose Groomes introduced the request for review and approval of an 80-unit, 81,000-square-foot memory care facility within Subarea A of the Post Road Retirement Village PUD, located on the north side of Post Road, west of the intersection with Avery-Muirfield Drive. She explained separate motions for the Minor Text Modification and the Final Development Plan are required.

Ms. Amorose Groomes swore in those intending to speak in regards to this case including the applicant Rocky Goins, Senior Star Management, (1516 South Boston Avenue, Suite 301, Tulsa, Oklahoma) and City representatives.

Claudia Husak said the Commission reviewed this project informally in June where the applicant requested feedback regarding their proposed operations. She said one of the concerns raised was the proposed location of the memory garden within the side yard along the access drive to the Red Trabue Nature Preserve. She said the Commissioners generally shared Planning's concern and citing the proximity to the passive nature of the park. She said the other subject discussed was the proposed air conditioning (PTAC) units proposed on the building. She said the applicant has revised the site plan to include the memory garden along the front elevation and revised the elevations showing PTAC units on the first floor only, and screened with landscaping.

Ms. Husak said the site boundary had been changed to include the 13-acre Subarea A and B of the Post Road Retirement Village Planned Unit Development District (PUD) because the applicant is proposing to share parking, which is one of the text modifications required. She presented a photograph of the existing three-story assisted living facility and the 102 parking spaces with the shared access point from Post Road. She said stone walls are located on both sides of the access point where a sign is located for the independent living facility. She said the applicant is proposing to include identification for both facilities.

Ms. Husak presented the Preliminary Development Plan approved in 2007, and stated the detailed use of the facility was not known. Ms. Husak said in 2007, the maximum square footage was 89,000 square feet with 88 units, and the current proposal is approximately 81,000 square feet can accommodate 100 beds. She said the memory garden concept was not included as part of the approved Plan which has created a challenging locating it at this time. She said the applicant is proposing to locate the memory garden to the area in front of the building along Post Road, where parking was proposed in the preliminary development plan.

Ms. Husak said the development text requires the parking for the site to meet the Code requirements of one space per every six beds, plus one space per an employee on the largest shift. She said the applicant has determined they need 49 parking spaces for this facility and they have space for 25. She said the remaining 22 spaces will be accommodated through a shared parking agreement with the assisted living facility. She stated parking numbers have been provided to share spaces between facilities, but the development text requires the exact amount of spaces that are on site for this facility. She said to allow the sharing of spaces the Commission will need to approve a text modification to permit the shared parking. She said Planning supports that text modification.

Ms. Husak said the main entrance of the building is to the east. She said the building is located along the 86-foot building setback from Post Road. She said the applicant is using the setback along the Red Trabue access drive for underground stormwater management. She said landscaping is proposed along the building frontages and Planning recommends the plant material be moved away from the building a few feet. She said the proposed courtyards including landscaping and trees.

Ms. Husak said the applicant will be required to pay fees in lieu of installing a bikepath along Post Road, as well as a turn lane that is required as part of the traffic study. She clarified the language within Planning Report and explained the City was improving Post Road and as part of that the City will construct the bikepath.

Ms. Husak said the applicant is proposing a 3 to 4-foot mound from Post Road towards the memory garden, which is located within the 40-foot pavement and 86-foot building setbacks. She said the memory garden will be located behind and lower than the mound with a 6-foot retaining wall along the interior side of the mound and a fence on top of the mound and around the sides. She presented some

of the items the applicant has proposed to be within the memory garden including a labyrinth and walking paths.

Ms. Husak said Planning's main concern is the structures or above-ground items proposed for the memory garden which are located within the building setback along Post Road. She said the applicant proposes to heavily screen the area with trees and landscaping and to locate the memory garden 6 feet beneath the mound. She said Planning has determined a text modification is required to allow all of the elements to be within the building setback.

Ms. Husak presented a detail of the wrought-iron style 6-foot tall fence proposed. She said Planning has proposed a condition that the applicant would like to discuss with the Commission specifically about carrying the mound around the sides of the memory garden to provide more screening. She said Planning has also requested the fence height be lowered to 4 feet on top of the mound. Ms. Husak said the applicant is concerned about people falling into the memory garden from the outside, hence they are proposing the top fence. She said Planning agrees a 4-foot fence would fulfill that purpose.

Ms. Husak said columns are shown on the plans and the Commission has approved 6-foot tall fences for these types of facilities with masonry columns interspersed. She said however, the proposed fence height would require a text modification.

Ms. Husak said the applicant has provided perspectives of what the memory garden may look like from Post Road. She said the applicant was envisioning the mounding behind the bikepath with landscaping interspersed along the mound and along the fence line, at least in the front and to some extent, also on the sides.

Ms. Husak presented the elevations that except for the PTAC units have not changed since the informal review in June.

Ms. Husak said the applicant is proposing hardiplank in the light-colored areas shown, but the development text states the building materials have to be stucco, stone, and brick. Ms. Husak said Planning was in favor of the use of hardiplank for its dimensions and the residential look envisioned for the area. She said the applicant has agreed to meet the development text and revise those elevations to make these areas all stucco in accordance with the text.

Ms. Husak said the interior floor plans submitted show PTAC units on all floors, so as a condition, it has been requested they be revised to accurately show the units only where proposed on the first floor.

Ms. Husak presented views from Post Road where some mounding and substantially sized trees existed. She said the applicant has been able to retain a few of them as part of their proposal.

Ms. Husak said four text modifications would be required for the approval of this project, one of which in regard to the parking spaces, and the Subarea B owner is willing and able share parking with Subarea A, which is this proposal tonight. She explained the second text modification is to permit the structures associated with the memory garden, including the arbors, trellises, and the fence with masonry columns to be located within the required front yard setback and a maximum of 35 feet from the right-of-way of Post Road. Ms. Husak said the third text modification is to allow an open wrought-iron style fence at a height of 6 feet to enclose the boundaries of the Memory garden within Subarea A. She iterated Planning's recommendation of a 4-foot tall fence along the frontage. Ms. Husak said the last text modification is to allow evergreen trees to count as tree replacement trees for a maximum of up to 45 inches. She explained the applicant is removing evergreen tree, and has asked to replace them with evergreen trees to allow for more screening and Planning is supportive of the request.

Ms. Husak said regarding the Amended Final Development Plan, she clarified Condition #3, That Planning is supportive of accepting a fee in lieu of the construction of the bikepath, and the east bound left turn lane along Post Road and added Condition #8, that the applicant revise the building elevations to replace all siding with stucco or masonry.

Rocky Goins, Senior Star Management said he appreciated the opportunity to have the previous informal discussion with the Commission because it was very helpful in shaping the design. He said they are concerned how to put the 4-foot fence on top of the mound, but he thought it could be done. He said their concern was not about people climbing over the fence from the outside, but the seniors working their way along the fence and then climbing over the 4-foot fence.

Mr. Goins said another concern they had was placing swales on the side of the memory garden. He said they did not want the memory garden to be smaller because it is the only wandering trail that the Alzheimer's residents have. He said they wanted it to be as reasonable and large as possible so that the residents can enjoy the labyrinth and walking trail and not a tight garden. He said it was something they thought was very special in the patient's life, so they did not want to encroach on that by building swales. He said they could heavily landscape the site so that it is buffered. Mr. Goins said they did not want to have on the sides retaining walls because it becomes a boxed-in feel. He said they are okay with and understand the importance that the Commission and Planning wants to have it between Post Road and the garden. He said they would like to appeal for the Commission's consideration. He said they were willing to landscape the sides to make it not transparent, but for the enjoyment of the residents, they want to keep the garden as wide as possible so that residents can walk. He said the space between the garden and the parking lot is very thin, and he could not see how they could put swales there without deeply encroaching into the garden.

Ms. Amorose Groomes invited public comments or questions regarding this application. [There was none.]

Amy Krumb she said she did not think much mounding was needed around the east side adjacent to the parking lot. She said as long as they are shielding the memory garden on the west side from the entrance, she was okay with using landscaping to screen the area as the mound is tapered down. She said they need to shield that corner for park visitors.

Ms. Krumb said she was glad the applicant agreed to the 4-foot fence on top of the mound. She asked if the fence was going to be on top of the retaining wall and anchored to the retaining wall or be actually on the mound. Mr. Goins said the intent was to put the fence on top of the retaining wall or just offset the retaining wall. He said they were not planning on encroaching into the mound.

Ms. Krumb asked if the retaining wall was technically lower than the top of the mound. Mr. Goins said the wall would be lower than the top of the mound.

Ms. Krumb asked if at the maximum it would be on top of the mound and an additional four feet. Mr. Goins said on top of the wall, it would be a little shorter.

Ms. Krumb reiterated she was in agreement with the 4-foot high fence, because she thought 6 feet on top of a 3 to 4-foot mound would be very high.

Ms. Amorose Groomes said the drawings make it appear the fence will not be mounted on top of the wall because it shows the footer detail in the columns, placing the fence 18 to 24 inches behind the wall.

Ms. Husak said according to the plans submitted there are no columns proposed along the Post Road frontage.

Ms. Kramb said she deferred to Ms. Groomes comments regarding the landscape screening of the first floor PTAC units for staff to make ensure that they were sufficiently screened.

Ms. Kramb said she was in favor of a text modification to allow the hardiplank because she preferred it over stucco and she thought it would make the building look like a much better.

Ms. Kramb asked if the evergreen tree text modification would change Subareas A and B. Ms. Husak confirmed.

Ms. Kramb said she was concerned that if this project failed that another applicant whose plan did not require the specific need to remove the evergreens and would replace any removed trees with evergreens. She said she would like to make it specific to this circumstance because she did not want to leave it open and change the development text for all future uses. She said she understood the reason for doing it here and she was okay with it.

Ms. Kramb said the west side of the Dublin Retirement Village was the most used lot and based on the parking audit for Thursday at noon there were only 25 vacant spaces in the whole area, and the applicant needs 25 spaces for the new development.

Ms. Husak explained the new development needs 49 parking spaces to meet the Code requirement. She asked how many spaces were needed for their use at the highest shift. Mr. Goins pointed out that because they are the managers of the independent living community, they can mitigate the west parking lot by having the employees use the east parking lot. He said they felt the 49 parking spaces required was more than what they need.

Ms. Kramb said she wanted to make sure they were not going to put constraints on the lot for special events, holidays or noontime visitors. She asked if there was room on the far east side of the parking lot to add parking spaces, if needed or were they full on their lot coverage. Ms. Husak said the site contains a large amount of open space, which would permit additional lot coverage and remain within the text requirements.

Ms. Kramb asked if any correspondence had been received from the Dublin Retirement Village concerning this application. Ms. Husak said the Dublin Retirement Village was part of this application and there will be a shared parking agreement, even though the developments currently have the same ownership.

Warren Fishman said he agreed a shared parking agreement should be part of the development text.

Ms. Kramb said she would like to see one parking spaces number for the entire site to eliminate future issues.

Mr. Fishman said he would be fine approving a text modification to add hardiplank if the other Commissioners were supportive. He said his concern was about the durability of hardiplank because it deteriorates. He said dimensional stucco could be used to create shadows.

Mr. Fishman suggested a condition be included in the text that the landscaping around the memory garden be opaque because 'dense' was a very subjective word.

Mr. Fishman said he shared the concern about the bikepath and the road improvements. He asked if it was on the current CIP. Kristin Yorke said they was not included the current five-year CIP. She said funds from Midwest Retina on the south side of Post Road had been received by the City for their bikepath.

Ms. Amorose Groomes said she thought an access point should be required from the existing crosswalk on Post Road to the park entrance. Ms. Yorke asked if Ms. Amorose Groomes was asking the applicant to install it now.

Ms. Amorose Groomes said she would like the applicant to install the bikepath and instead of paying the bikepath fee in lieu. Ms. Yorke said the existing ditch and roadway section created a problem in finding a safe path, but staff could work with the applicant to try to find a location.

Mr. Fishman said from past experience, if an item was not included the five year CIP, it could be 10 years before the path is constructed. He pointed out that if the path is constructed now and it has to be torn up in 10 years, it will be needed anyway.

Ms. Husak said the conditions came from the City Engineer, who instructed Planning to gain the fee in lieu of the bikepath.

Jennifer Readler said the City Engineer has reviewed the application and requested a fee in lieu to ensure a more comprehensive construction and design process. She suggested the Commission could alter the condition to include language, to the extent possible, staff will work with the applicant to determine a potential location for the installation... so their desire to have the bikepath installed is known and staff can go back to the City Engineer and look at this more closely.

Ms. Amorose Groomes said she would be okay if they work with Engineering to determine the feasibility of installing a path system.

Mr. Goins said they did not want to be responsible for installing a bikepath on someone else's property, but they would work with staff on their property.

Joe Budde asked why the PTAC units were on the first floor only and what would happen on the second and third floors. He asked if those units would be units on the roof. Mr. Goins explained the first floor was for memory care and the rooms have a different layout than the assisted living rooms on the second and third floors. He said the Commissioners were concerned at the informal hearing about the appearance of the units. He said they decided to keep the PTAC units on the ground floor which would provide a higher fresh air quotient and be heavily landscape. He said it was a better design and feel, and would increase the amount of living space in those rooms.

Mr. Budde asked about the height of the memory garden retaining wall on Post Road. Mr. Goins said the retaining wall was 6 feet tall.

Mr. Budde suggested feathering the wall down when it turns on the east and west ends. Mr. Goins said he did not think there was enough room on the east end. He said there has to be a feathering, but they did not want to increase it or encroach into the garden any farther.

Mr. Budde said if there is a way to have the 6-foot fence feathered down on the sides. Mr. Budde said he liked the layout of the memory garden, but now that it faced Post Road, he was not sure the previous location along that road into the park might not have worked adequately because it was a shorter run and a larger area for people to walk through.

Victoria Newell said she preferred this location for the memory garden. She said she was however, struggling with the 40-foot pavement setback and that the retaining wall and fence was in front of that line. She said for all of the surrounding properties and across the street the setback line was met and she did not know what makes this application different to not hold that same 40-foot setback for the fence structure. She said she thought the 40-foot pavement setback should be maintained to ensure a consistent setback.

Ms. Newell pointed out that hardiplank and stucco both require maintenance painting. She said she liked the stucco because it matched with the adjoining structure better and it met the text.

Richard Taylor said the applicant did a nice job of putting this development on a really difficult, tight site. He said he thought the changes worked out as well as could be and he was in favor of approving the use of 'cementitious siding'.

Mr. Goins said the owners of Subarea B are providing a perpetual parking easement to Subarea A for the parking spaces so that they will continue on even if the development was sold.

Ms. Amorose Groomes said she agreed with Ms. Newell on the setback requirements; however, there were many ways to gain more area within the memory garden. She referred to the detail of the garden wall and said it looked like it was an Oberfeld's split face stack up. She encouraged the applicant to use something that is more creative so that they do not have to plant on the inside of it down low and they could use planters and benches up against the wall. She suggested they put planters in the wall where it might have some penetrations where there could be some pendulous plantings in the wall and lose area. She said if the proposed Junipers were planted along the base of the wall, 5 or 6 feet would be lost. Ms. Amorose Groomes said if they get more creative with the wall itself, and use more imagination and greater detailed landscape architecture, she thought everyone would win. She said they would gain 5 feet of use and the setback could be met.

Ms. Amorose Groomes recommended rather than feathering the wall down on the sides, continuing the wall continue straight across the front so the plantings on the east and west sides are at grade. She said if the angled 45 degree retaining wall continued instead on both sides they could get to grade on the plantings and not have it feel so boxed in. She said then the mounds could be feathered out.

Ms. Amorose Groomes said the wall on the other side could be run out rather than bringing it in a 45 degree angle and make it up to grade and feel it was more open on one side. Ms. Amorose Groomes said the applicant could work with staff to determine a different design solution for the space. She said thought the proposed front location was appropriate.

Ms. Amorose Groomes said it was important to know where the columns would be on the fence and with what frequency. She said she agreed the columns should not be on top of the mound, but she would like to see them at regular intervals on the east and west sides going back to the building. She said she did not know what the correct number of columns is, but the fencing sections appeared to be 8 feet, the columns would be at 16 feet, perhaps 24 feet. She said she would like the columns to look appropriately placed, and suggested maybe three columns on each end with the first adjacent to the building to provide a terminal point for the fences.

Ms. Amorose Groomes referred to the PTAC units, and asked if any vent louver-type systems were proposed.

Ms. Husak said a grill has been proposed. She said she researched materials from past applications, and was unable to find the detail the Commission had discussed at the informal.

Ms. Amorose Groomes recalled that it looked like louvers or blinds. Mr. Fishman recalled for another case, the Commission was given a choice of different louvers.

Ms. Amorose Groomes said that instead of the 39 Broadmoor Junipers proposed in front of the PTAC units and 11 Green Gem Boxwoods elsewhere on the site, she preferred to see 50 Green Gem Boxwoods. She said Broadmoor Junipers grow very broad and they may grow into the PTAC units causing a maintenance issue.

Ms. Amorose Groomes said she agreed with Ms. Newell regarding upholding the setback rule and asked if the other Commissioners also agreed. Mr. Fishman and Mr. Budde agreed.

Ms. Husak reviewed the amended Final Development Conditions #3, 4, 5, 6, 7, and 8 as listed below in the motion. She suggested deleting Condition #13, listed in the Planning Report, since the text was to be modified to permit cementitious siding.

Ms. Kramb referred to Condition #6, regarding the three masonry columns, and suggested that it be clarified to be on the east and west sides and not all sides.

Ms. Amorose Groomes asked if it limited the fence to a 4-foot height on the mound. Ms. Husak confirmed that it was limited.

Ms. Kramb suggested Condition #3 incorporate, at a height of 6 feet to enclose the east and west sides of the memory garden.

Ms. Amorose Groomes said that if they redid the memory care garden wall, it would be easier to bring the 6-foot fence into the wall and place the 4-foot fence on top.

Ms. Husak said the total number of parking spaces for both subareas is 129 parking spaces and she has altered Condition #1 to reflect this.

Ms. Husak amended Condition #2, adding, 40 feet from the right-of-way.

Ms. Husak said text modification #5 was added to permit the building in Subarea A to include cementitious siding as shown on the final development plan for the proposed memory care facility.

Ms. Husak amended Condition #2 regarding the mounding, that the applicant work with Planning to extend the mound proposed along the frontage of Subarea A as much as possible and lower the height on top of the fence of the mound.

Ms. Kramb suggested Condition #2 should say that the applicant work with Planning to provide an opaque screening of the garden. Ms. Husak said agreed.

Ms. Newell referred the comment Ms. Husak made earlier in regard to Condition #2 and the height of the fence being lowered to 4 feet on top of the mound. She said it needs to be 4 feet on top of the mound or a retaining wall so that where the 6-foot tall fence, the 6-foot height should be measured from the pavement grade within the memory garden. She said otherwise, there could be a 3-foot retaining wall with a 4-foot fence which would total 7 feet in elevation off of that finished grade.

Mr. Goins said he was concerned about the safety of the seniors.

Ms. Newell said approving a 6-foot high fence is an exception that the Commission is making in the first place. She said she was comfortable with the 6-foot height. She said she knew they were trying to keep it safe, but she did not think the fence needed to be above 6 feet to make someone feel safe within the memory garden. She said she thought the goal was to not end up a tall fence along Post Road. Mr. Fishman said he agreed.

Ms. Kramb said she envisioned a 6-foot section on the east and west ends and a 6-foot high retaining wall with a mound in front of that on the south side.

Mr. Goins said his concern was where there may be a taper.

Ms. Husak said that there the mound began, there needs to be a piece of fence on top of that.

Ms. Kramb said it depended how the wall is connected.

Ms. Amorose Groomes said she thought running the wall out past would be easier because then it could dead end into the retaining wall. She said otherwise, it will be very difficult to marry those two things. She said they would pick up interior space that way. Mr. Goins said he agreed.

Mr. Fishman said he did not think it should be any higher than 6 feet, with the wall.

Mr. Goins said the fence should be a minimum of 4 feet. He said that they did not want to have a 2-foot high fence.

Ms. Newell said she was fine with a 4-foot high fence, but she did not want to see a 3-foot high retaining wall and a 4-foot high fence on top of that.

Mr. Fishman clarified the total height of the fence had to be no more than 6 feet off of the pavement.

Mr. Goins said certainly, the Commissioners were not asking for a 3-foot fence on top of the 3-foot high retaining wall.

Ms. Newell suggested they extend the retaining wall and it becomes a brick wall across there that can be landscaped against it, so there is a 6-foot high barrier.

Mr. Goins asked that if retaining wall were added that the fence on top be no less than 4 feet.

Ms. Newell said then they could have a 4-foot high retaining wall with a 4-foot high fence on top of it.

Mr. Goins asked that was betterment for the residents.

Ms. Newell said her personal opinion was that there was no point of stopping that in proportion in what they end up with having.

Mr. Fishman said that would set a dangerous precedent for applicants who might also want 8 feet. He said he thought it was almost impossible for someone to climb a wall and a fence 6 feet tall. He said he thought it would be safe if it was no more than 6 feet high. He said if the wall has to be lower, so be it.

Ms. Amorose Groomes suggested it would be easy to solve this problem with a good landscape architect.

Ms. Amorose Groomes said that the 6-foot fence should be measured from grade.

Ms. Newell said the pavement area within the memory garden would be an appropriate measurement.

Ms. Amorose Groomes said there was 6 feet all the way around there.

Ms. Kramb said she thought the intention was to do a six-foot retaining wall.

Mr. Goins said they proposed the six-foot retaining wall on one side.

Ms. Kramb said then on the other two sides, they would have a six-foot tall fence.

Mr. Goins said he was just trying to anticipate where there may be a taper. He said he guessed they were talking about having a straight mound with a six-foot fence terminated into a straight wall.

Ms. Kramb said there would be column and fence sections. She said from the inside of the garden, there will be a 6-foot fence all the way around. She said on two sides the fence will be wrought iron and the other side will be a landscaped retaining wall.

Mr. Goins asked if what was being asked for was no fence at all on top of the mound. Ms. Kramb said that was what all the Commissioners were saying.

Mr. Fishman said they did not want anything above 6 feet above grade.

Mr. Goins said a child on the bikepath could climb up the hill to a 6-foot retaining wall looking down, and they can get out. He asked if they were sure that the Commission did not want a fence. Ms. Amorose Groomes said they could be found all over the City at every loading dock at every office building.

Ms. Newell said Mr. Goins was correct, that if the grade went all the way up to edge of the retaining wall, it is going to require a barricade across it, and that barricade is 3-foot 6 inches tall by Code.

Ms. Kramb said it depended upon where the mound went and if it went right up to the edge of the wall or out farther.

Ms. Husak said the mound went up to the edge of the wall.

Mr. Fishman agreed a good landscape architect could figure it out. He said it cannot be more than 6 feet above the pavement.

Ms. Newell said the mounding and landscaping is beneficial. She said she would place a limitation of 3 feet 6 inches so the applicant can comply with Code, but only because a fully screened retaining wall is being provided. Ms. Husak said it would be easier for Planning also.

Ms. Amorose Groomes said she thought it would be finished floor level for the garden. She said she trusted that Planning can work it out to meet Code and the fall requirements, and also meet the intent of what the Commission is talking about.

Ms. Husak said it was Planning's understanding that falling into the space was of the applicant's concern, more so than climbing out of it.

Mr. Taylor said he disagreed. He said they do not want to artificially raise a fence by putting it on a mound. He said however, there is always some leeway for grade. He said if the grade changes here and there, the fence does not have to stay at a predetermined height, and it can follow the grade a little. He said that they are talking about accommodating this user on this fence based on the special conditions that this particular garden and the users for this. Mr. Taylor said that if it is well designed, he did not have a problem with having enough fence on top of the wall whatever the height of that is going to be. He said they now had extensive, opaque landscaping in that area and this is for a very particular use. He said there are many facilities like this in Dublin and this has been done at least twice. Mr. Taylor said he thought the Commission was really presented with some special conditions. He said the Commission asked that it be moved to this side. He said in his opinion, he thought it should be allowed as written and accommodated, other than moving it, to deal with the 4-foot on top of the mound issue. He said he was not concerned with the height proposed.

Mr. Fishman suggested it meet Code.

Ms. Newell said Code minimum was 3 feet 6 inches for fall protection. Ms. Amorose Groomes said 3 feet 6 inches on top.

Mr. Fishman said he was worried about setting a precedent for the next applicant. Mr. Taylor said if the next applicant has this kind of use, the Commission will allow some accommodation for the height, but if it is just a fence to be a fence, they will not allow it.

Ms. Amorose Groomes said to go with 3 feet 6 inches because that is what Code says and she did not know that 6 inches will make a significant difference once someone scurries up the 6-foot high retaining wall.

**Motion #1 and Vote - Minor Text Modification**

Richard Taylor moved and Amy Kramb seconded the motion, to approve the following five text modifications because they are minor in nature and will allow the site and the facility to function as intended at the rezoning, fulfilling a need for residents of the community:

- 1) To require 129 parking spaces for an independent living facility and assisted living facility and shared parking between the facilities.
- 2) To permit structures, associated with a memory garden, including arbors, trellises, and a fence with columns to be located within the required front yard building and pavement setbacks along Post Road within Subarea A a maximum distance of 40 feet from the right-of-way.
- 3) To permit an open, wrought-iron style fence at a height of six feet to enclose the east and west boundaries of a memory garden within Subarea A.
- 4) To permit evergreen trees to count as replacement trees for up to 45 inches of required replacement trees for a memory care facility in Subarea A if evergreens are removed.
- 5) To permit the building in Subarea A to include cementitious siding as shown on the final development for the proposed memory care facility.

Mr. Goins agreed to the text modifications.

The vote was as follows: Ms. Amorose Groomes, yes; Ms. Newell, yes; Mr. Budde, yes; Mr. Fishman, yes; Ms. Kramb, yes; and Mr. Taylor, yes. (Approved 6 – 0.)

**Motion #2 and Vote - Final Development Plan**

Richard Taylor moved and Victoria Newell seconded the motion, to approve this Final Development Plan because it complies with the proposed development text and preliminary development plan, the final development plan criteria and the existing development standards, with 11 conditions:

- 1) That the plans be revised to change the interior floor plans to accurately show PTAC units on the first floor only;
- 2) That the applicant work with Planning to extend the mound proposed along the frontage of Subarea A as much as possible and lower the height of the fence on top of the mound to four feet, subject to approval by Planning;
- 3) That the applicant pay a fee in lieu of construction and eastbound left turn lane along Post Road;
- 4) That the applicant work with staff to provide the required bikepath along Post Road if feasible, subject to approval by the City Engineer;
- 5) That the applicant work with Planning to locate the proposed fence and retaining wall behind the required 40-foot pavement setback;
- 6) That the applicant work with Planning to appropriately place at least three masonry columns at the sides of the memory garden;
- 7) That the applicant replace the Broadmoor Junipers with Green Gem Boxwoods to screen the proposed PTAC units;

- 8) That the applicant prove compliance with the City's Flood control code with the building permit submission;
- 9) That the applicant ensure foundation plantings are spaced a minimum of three to four feet away from the building;
- 10) That the applicant provide a final stormwater management plan at the building permit stage verifying compliance with the City's recently updated design manual; and
- 11) That the applicant provide all easements and right-of-way dedications prior to obtaining a building permit.

Mr. Goins agreed to the conditions.

The vote was as follows: Ms. Kramb, yes; Mr. Budde, yes; Ms. Amorose Groomes, yes; Mr. Fishman, yes; Ms. Newell, yes; and Mr. Taylor, yes. (Approved 6 – 0.)

**2. Village of Coffman Park PUD  
13-076PP/FP**

**Kenzie Lane  
Preliminary Plat/Final Plat**

[This Preliminary Plat/Final Plat application was postponed prior to the meeting. There was no Commission discussion or action taken.]

**3. Perimeter Center, Subarea E – Giant Eagle Get Go Station  
13-069AFDP**

**9725 Perimeter Loop Road  
Amended Final Development Plan**

Chair Chris Amorose Groomes introduced this application requesting review and approval of an additional fuel pump to the existing fuel station and the expansion of the canopy, located at the southeast intersection of Perimeter Loop Road with Avery-Muirfield Drive. She explained that separate motions were necessary for the Minor Text Modification and the Final Development Plan. She explained the Commission is the final authority on this application. She swore in those intending to address the Commission regarding this case, including the applicant, Jason Hockstok, Advanced Civil Design, representing Get Go, and City representatives. Ms. Amorose Groomes indicated a Planning presentation was not needed for this consent item, but that Ms. Newell had a question.

Victoria Newell said the only reason she was supportive of this was because she thought the additional gas pump/stopping station would help conditions on the site. She said this area has a lot of traffic between the McDonald's Restaurant on the corner, the shared parking lot with the Shell gas station, the entrance to the Giant Eagle and at the Get Go station. She said she was concerned with the problem with backup of vehicles. She said she was concerned the air pump and vacuums were not staggered, and is not enough space to stack on the front portion of the site along the Perimeter Loop Road frontage. She pointed out as vehicles pulled in to use the vacuums, they were not parallel, but directly perpendicular and that blocked the traffic causing congestion. She asked if Planning had studied the traffic circulation on the site when looking at where the vacuum and air pump are positioned.

Claudia Husak said staff had worked with the applicant regarding the stacking for the pumps.

Ms. Newell said her real concern was the close proximity of the air pump and the vacuums because to use them, vehicles have to pull in directly. She said you cannot parallel park next to them, which is part of what is creating the traffic congestion. She pointed out there are also no striped designations of where to pull in, as are at the adjoining Shell station. She said if they had angled parking were designated, it might improve the situation.

# RECORD OF ORDINANCES

Ordinance No. 36-14

Passed \_\_\_\_\_, 20\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE DEDICATION OF 0.104 ACRE, MORE OR LESS, FOR FEE SIMPLE INTERESTS FOR A MULTI-USE PATH EASEMENT, 0.096 ACRE, MORE OR LESS, FOR FEE SIMPLE INTERESTS FOR A MULTI-USE PATH, DRAINAGE, AND UTILITIES EASEMENT, AND 0.002 ACRE, MORE OR LESS, FOR FEE SIMPLE INTERESTS FOR SANITARY SEWER EASEMENT FROM DUBLIN SENIOR COMMUNITY DVR, LLC; AND 0.100 ACRE, MORE OR LESS, FOR FEE SIMPLE INTERESTS FOR A MULTI-USE PATH, DRAINAGE, AND UTILITIES EASEMENT, AND 0.103 ACRE, MORE OR LESS, FOR FEE SIMPLE INTERESTS FOR SANITARY SEWER EASEMENT FROM DUBLIN SENIOR COMMUNITY LSP, LLC, LOCATED NORTH OF POST ROAD AND WEST OF AVERY-MUIRFIELD DRIVE, CITY OF DUBLIN, COUNTY OF FRANKLIN, STATE OF OHIO.**

**WHEREAS**, the dedication of these easements allow the construction of public infrastructure on private property; and

**WHEREAS**, Dublin Senior Community DVR, LLC and Dublin Senior Community LSP, LLC agreed to dedicate the necessary easements; and

**WHEREAS**, the easement interests are described and depicted in the attached Exhibits "A", "B", "C", "D", and "E"; and

**WHEREAS**, this ordinance authorizes the City Manger to accept the dedication of the easements from Dublin Senior Community DVR, LLC and Dublin Senior Community LSP, LLC.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

**Section 1.** The City Manager is hereby authorized to execute all necessary conveyance documentation to accept the dedication and/or donation of easements in the same or substantially similar form as depicted in the attached Exhibits from Dublin Senior Community DVR, LLC and Dublin Senior Community LSP, LLC.

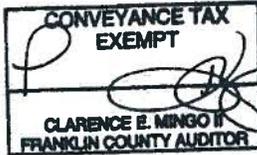
**Section 2.** This ordinance shall go into effect as of the earliest date permitted by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council



201404170046995  
 Page: 6 \$80.00 T20140825289  
 04/17/2014 1:38PM BXSTEWART TIT  
 Terry J. Brown  
 Franklin County Recorder

TRANSFER  
 NOT NECESSARY

APR 17 2014

CLARENCE E. MINGO II  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

### PROPOSED 30' EASEMENT FOR MULTI-USE PATH

THIS EASEMENT FOR MULTI-USE PATH (the "Easement") is made and entered into this 14 day of April 2014, by and between DUBLIN SENIOR COMMUNITY DRV, LLC, an Oklahoma limited liability company, ("Grantor"), whose mailing address is 1516 South Boston, Suite 301, Tulsa, Oklahoma 74119, and the City of Dublin, Ohio, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

#### BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 273-003959 (the "Grantor Property");

WHEREAS, Grantee desires an easement over those portions of the Grantor's Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area") for the purpose of constructing and maintaining a multi-use path thereon; and

WHEREAS, Grantor desires to grant easements over the Easement Area for the benefit of Grantee, upon the terms and conditions set forth in this Easement.

#### STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement in, through, over and under the Easement Area for the following purposes: (i) to construct, operate, maintain, repair and replace a multi-use path and to perform such grading work as Grantee deems necessary in connection therewith; and (ii) of ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area as permitted hereby. Grantee, as soon as reasonably practicable after construction of the path, including any alterations and repairs thereto, and completion of the grading work shall cause the Easement Area to be restored to their former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement. Notwithstanding anything to the contrary herein, Grantee shall not at any time impair or hinder Grantor's or Grantor's invitees', permittees', or licensees' access over portions of the Easement Area required for ingress or egress to and from Grantor's Property from Post Road or any current vehicular access point without the prior approval of Grantor not to be unreasonably withheld.

2. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no

provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than Grantor and grantee of the rights and easements set forth herein.

3. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. **Severability.** In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. **Captions and Pronoun Usage.** The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number and gender appropriate under the circumstances at any given time.

6. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

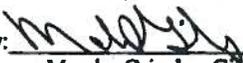
7. **Modification.** This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. **Benefit.** This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. **Authority.** Grantor represents and warrant that it has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTEE:  
CITY OF DUBLIN, OHIO,  
an Ohio municipal corporation

By:   
Marsha Grigsby, City Manager

GRANTOR:  
DUBLIN SENIOR COMMUNITY DRV, LLC  
an Oklahoma limited liability company

By: Senior Star Investments I, LLC  
Its Manager

By: \_\_\_\_\_  
Anja M. Rogers  
Its Vice President

{ACKNOWLEDGEMENT ON THE FOLLOWING PAGE}



STATE OF OHIO )  
 )ss.  
FRANKLIN COUNTY )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of April, 2014, before me, the subscriber, a Notary Public in and for said county and state, personally came Marsha Grigsby the City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be her free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Jennifer L Delgado  
NOTARY PUBLIC

My Commission expires: January 2, 2018



JENNIFER L. DELGADO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
January 02, 2018

STATE OF OKLAHOMA :  
 : ss.  
COUNTY OF TULSA :

BE IT REMEMBERED, that on the \_\_\_ day of \_\_\_\_\_, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Anja M. Rogers, as Vice President of Senior Star Investments I, LLC, as Manager of DUBLIN Senior Community, DRV LLC, an Oklahoma limited liability company, who acknowledged the foregoing instrument to be his/her voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Stewart Title Agency  
of Columbus Box

01032 9967  
cm

This Instrument Prepared By:  
Philip K. Hartmann, Esq.  
Frost Brown Todd  
LLCCOLLibrary 0127206 0607928 527698v1

Proposed 30' Multi-use Path Easement

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3452, and being 0.104 acres within a 8.377 acre tract in the name of Dublin Senior Community DRV, LLC, as described in Instrument Number 200511080237125, all records herein are from the Recorder's Office, Franklin County, Ohio, said 0.104 acres being more particularly described as follows:

Beginning for a Reference, in the centerline of Post Road (60' R/W) at the southeasterly corner of said 8.377 acre tract also being the southwesterly corner of a 5.812 acre tract in the name of Dublin Geriatric Care Co., LLC as described in Official Record 10885, Page H18;

Thence North 07°23'28" West, with the westerly line of said 5.812 acre tract a distance of 45.69 feet to the True Place of Beginning of the tract herein being described;

Thence through said 8.377 acre tract the following 3 courses:

1. North 87°23'34" West, a distance of 153.85 feet;
2. North 02°20'09" East, a distance of 30.00 feet;
3. South 87°23'34" East, a distance of 148.70 feet to said westerly line;

Thence South 07°23'28" East, with said westerly line a distance of 30.46 feet to the True Place of Beginning, containing 0.104 acres more or less.

 3/18/14  
John J. Raab P.S. 7863 Date



Ex A



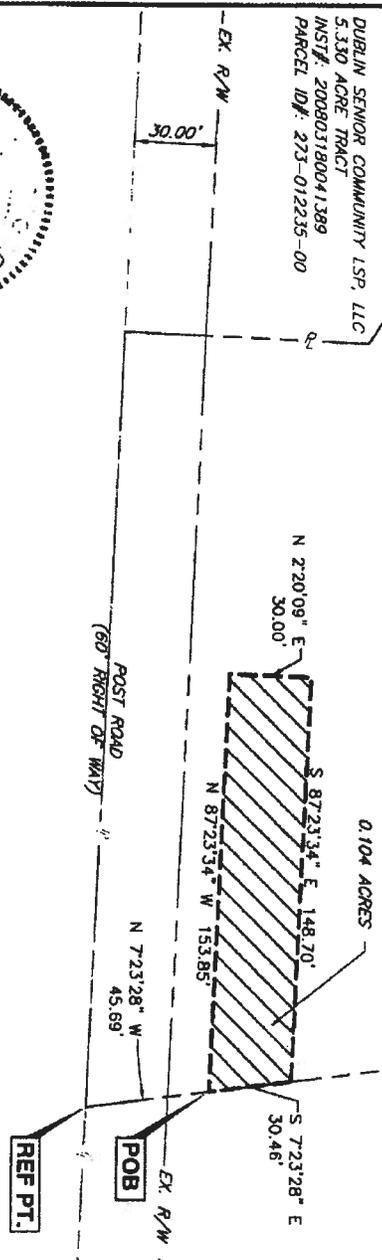
# EASEMENT PLAT

SITUATED IN THE STATE OF OHIO, FRANKLIN COUNTY, CITY OF DUBLIN  
VIRGINIA MILITARY SURVEY 3452

DUBLIN SENIOR COMMUNITY DRV, LLC  
8.317 ACRE TRACT  
INST#: 200511080237125  
PARCEL ID#: 273-003959-00

DUBLIN GERTRIC CARE CO.  
5.812 ACRE TRACT  
O.R. 10885, PG. H18  
PARCEL ID #: 273-004286-00

**BASIS OF BEARINGS**  
THE BEARINGS ARE BASED BETWEEN TWO FOUND IRON PIPES ON THE EASTERLY LINE OF A 13.707 ACRE TRACT CONVEYED TO DUBLIN SENIOR COMMUNITY LIMITED PARTNERSHIP, BY DEED OF RECORD IN OFFICIAL RECORD 26033, PAGE B04, HAVING AN ANGLE OF SOUTH 52°28'56" WEST.



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
JOHN J. RAAB  
PROFESSIONAL SURVEYOR NO.: 7863



**Civil & Environmental Consultants, Inc.**  
8740 Orton Place, Suite 100 - Columbus, OH 43240  
614-540-6833 - 888-598-6808  
www.cedcinc.com

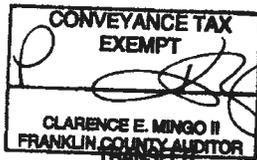
**PROPOSED 30' MULTI-USE PATH EASEMENT**

Situate in  
**CITY OF DUBLIN**  
FRANKLIN COUNTY AND STATE OF OHIO  
Made For  
**DUBLIN SENIOR COMMUNITY DRV, LLC**

DATE: MARCH 2014 SCALE: 1"=50' Equivalent  
DRAWN BY: KAO CHECKED BY: JLR  
PROJECT NO.: 130-864 APPROVED BY: JLR SHEET 1 OF 1

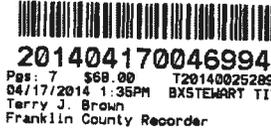
**A**

Ex B



NOT NECESSARY

APR 17 2014

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

**PROPOSED 15' EASEMENT FOR MULTI-USE PATH, DRAINAGE AND UTILITIES**

THIS EASEMENT FOR MULTI-USE PATH, DRAINAGE AND UTILITIES (the "Easement") is made and entered into this 14 day of April 2014, by and between DUBLIN SENIOR COMMUNITY DRV, LLC, an Oklahoma limited liability company, ("Grantor"), whose mailing address is 1516 South Boston, Suite 301, Tulsa, Oklahoma 74119, and the City of Dublin, Ohio, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

**BACKGROUND INFORMATION**

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 273-003959 (the "Grantor Property");

WHEREAS, Grantee desires an easement over those portions of the Grantor's Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area") for the purpose of constructing and maintaining a multi-use path thereon; and

WHEREAS, Grantor desires to grant easements over the Easement Area for the benefit of Grantee, upon the terms and conditions set forth in this Easement.

**STATEMENT OF AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement in, through, over and under the Easement Area for the following purposes: (i) to construct, operate, maintain, repair and replace: (a) multi use path for walking and biking, (b) utility lines for gas, electric, water, sewer, cable, and communication services, and facilities and appurtenances incidental thereto, including, but not limited to, lines, wires, cables, conduits, anchors, circuits, equipment, meters, valves, regulators, manholes, drain pipes, fixtures and other appurtenances and facilities and (c) drainage facilities (collectively, the "Facilities"); and (ii) of ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's access to the Facilities and use of the Easement Area as permitted hereby. Grantee, as soon as reasonably practicable after construction of the Facilities, including any alterations and repairs thereto, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Any damage to Grantor's property by Grantee (whether directly or indirectly), or Grantee's agents, subcontractors, employees must be restored by Grantee, at Grantee's sole cost and expense, to a condition substantially equal to the condition existing prior to Grantee's entry onto or use of the Easement Area. At Grantee's sole cost and expense, Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement. Grantee is solely responsible for the maintenance, repair, replacement, removal, and insurance of the improvements that it makes

in, on, over, across, through, and under the Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not at any time impair or hinder Grantor's or Grantor's invitees', permittees', or licensees' access over portions of the Easement Area required for ingress or egress to and from Grantor's Property from Post Road or any current vehicular access point without the prior approval of Grantor not to be unreasonably withheld.

2. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than Grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number and gender appropriate under the circumstances at any given time.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor represents and warrant that it has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

in, on, over, across, through, and under the Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not at any time impair or hinder Grantor's or Grantor's invitees', permittees', or licensees' access over portions of the Easement Area required for ingress or egress to and from Grantor's Property from Post Road or any current vehicular access point without the prior approval of Grantor not to be unreasonably withheld.

2. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than Grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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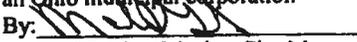
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7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor represents and warrant that it has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTEE:  
CITY OF DUBLIN, OHIO,  
an Ohio municipal corporation  
By:   
Marsha Grigsby, City Manager



GRANTOR:  
DUBLIN SENIOR COMMUNITY DRV, LLC  
an Oklahoma limited liability company  
By: Senior Star Investments I, LLC  
Its Manager

By: \_\_\_\_\_  
Anja M. Rogers  
Its Vice President

STATE OF OHIO            )  
  )ss.  
FRANKLIN COUNTY        )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of April, 2014, before me, the subscriber, a Notary Public in and for said county and state, personally came Marsha Grigsby the City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be her free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
NOTARY PUBLIC  
My Commission expires: January 2, 2018



JENNIFER L. DELGADO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
January 02, 2018

STATE OF OKLAHOMA    :  
  : ss.  
COUNTY OF TULSA     :

BE IT REMEMBERED, that on the \_\_\_ day of \_\_\_\_\_, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Anja M. Rogers, as Vice President of Senior Star Investments I, LLC, as Manager of DUBLIN Senior Community DRV, LLC, an Oklahoma limited liability company, who acknowledged the foregoing instrument to be his/her voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

Stewart Title Agency  
of Columbus Box    ) 01032-9967  
  ) LM

This Instrument Prepared By:  
Philip K. Hartmann, Esq.  
Frost Brown Todd LLC

Proposed 15' Multi-use Path, Drainage and Utilities Easement

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3452, and being 0.096 acres within a 8.377 acre tract in the name of Dublin Senior Community DRV, LLC, as described in Instrument Number 200511080237125, all records herein are from the Recorder's Office, Franklin County, Ohio, said 0.096 acres being more particularly described as follows:

Beginning for a Reference, in the centerline of Post Road (60' R/W) at the southwesterly corner of said 8.377 acre tract also being the southeasterly corner of a 5.330 acre tract in the name of Dublin Senior Community LSP, LLC as described in Instrument Number 200803180041389;

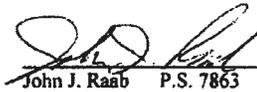
Thence North 02°36'32" East with the easterly line of said 5.330 acre tract a distance of 30.00 feet to the northerly right-of-way line of said road and being the True Place of Beginning for the tract herein being described;

Thence North 02°36'32" East, continuing with said easterly line a distance of 15.00 feet to a point;

Thence South 87°23'34" East, through said 8.377 acre tract a distance of 277.19 feet to the westerly line of a 5.812 acre tract in the name of Dublin Geriatric Care Co. as described in Official Record 10885, Page H18;

Thence South 07°23'28" East, with said westerly line a distance of 15.23 feet to the said right-of-way line;

Thence North 87°23'34" West, with said right-of-way line a distance of 279.84 feet to the True Place of Beginning, containing 0.096 acres more or less.

  
John J. Raab P.S. 7863 3/18/14 Date



Ex A



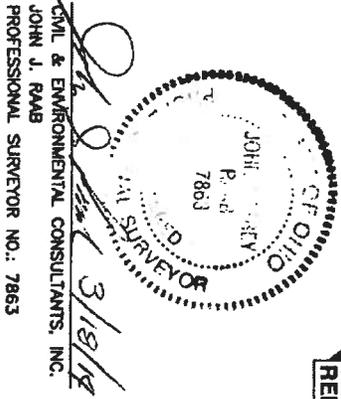
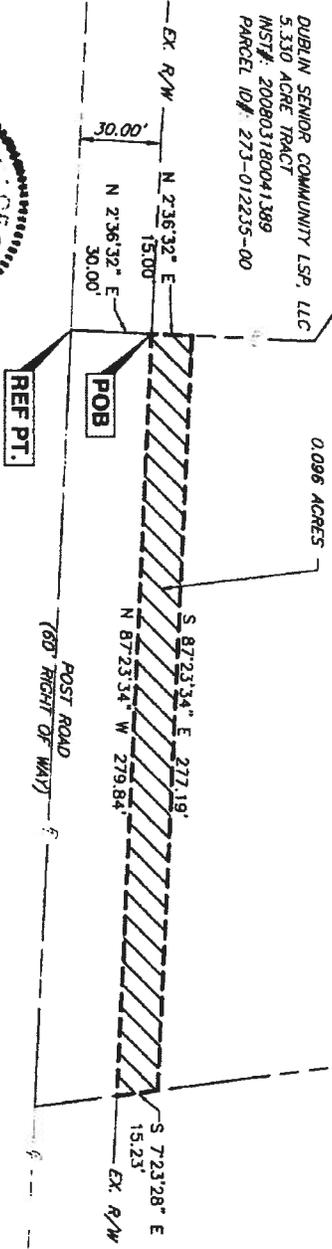
# EASEMENT PLAT

SITUATED IN THE STATE OF OHIO, FRANKLIN COUNTY, CITY OF DUBLIN  
 VIRGINIA MILITARY SURVEY 3452

DUBLIN SENIOR COMMUNITY LSP, LLC  
 5.330 ACRE TRACT  
 INST#: 200803180041389  
 PARCEL ID#: 273-012235-00

DUBLIN SENIOR COMMUNITY DRV, LLC  
 8.372 ACRE TRACT  
 INST#: 200511080237125  
 PARCEL ID#: 273-003959-00

**BASIS OF BEARINGS**  
 THE BEARINGS ARE BASED BETWEEN TWO FOUND IRON PIPES ON THE EASTERLY LINE OF A 13.707 ACRE TRACT CONVERTED TO DUBLIN SENIOR COMMUNITY LIMITED PARTNERSHIP, BY DEED OF RECORD IN OFFICIAL RECORD 26033, PAGE 804, HAVING AN ANGLE OF SOUTH 57°28'58" WEST.



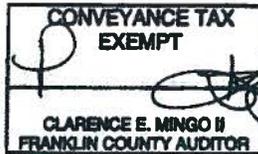
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
 JOHN J. RAAB  
 PROFESSIONAL SURVEYOR NO.: 7863



**Civil & Environmental Consultants, Inc.**  
 8740 Orion Place, Suite 100 - Columbus OH 43240  
 614-540-6533 - 888-598-8808  
 www.ceohinc.com

**PROPOSED 15' MULTI-USE PATH,  
 DRAINAGE AND UTILITIES EASEMENT**  
 Situate in  
 CITY OF DUBLIN  
 Made For  
 FRANKLIN COUNTY AND STATE OF OHIO  
 DUBLIN SENIOR COMMUNITY DRV, LLC

DATE:	MARCH 2014	SCALE:	1"=50'	SHEET:	A
DRAWN BY:	KAO	CHECKED BY:	JLR		
PROJECT NO.:	130-884	APPROVED BY:	JLR	SHEET	1 OF 1



TRANSFER  
NOT NECESSARY

APR 17 2014

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO

201404170046996  
Pg: 6 \$60.00 T20140026289  
04/17/2014 1:37PM BKSTEWART TIT  
Terry J. Brown  
Franklin County Recorder

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

### EASEMENT FOR SANITARY SEWER

30f12

THIS EASEMENT FOR SANITARY SEWER (THE "Easement") is made and entered into this 17 day of April 2014 by and between DUBLIN SENIOR COMMUNITY DRV, LLC, an Oklahoma limited liability company ("Grantor"), whose tax mailing address is 1516 South Boston Avenue, Suite 301, Tulsa, Oklahoma 74119, for and in consideration of One Dollar (\$1.00) and other valuable considerations paid by the CITY OF DUBLIN, OHIO, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

### BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 273-003959 (the "Grantor Property");

WHEREAS, Grantee desires an easement over those portions of the Grantor's Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area") for the purpose of constructing and maintaining a sanitary sewer thereon; and

WHEREAS, Grantor desires to grant easements over the Easement Area for the benefit of Grantee, upon the terms and conditions set forth in this Easement.

### STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement in, through, over and under the Easement Area for the following purposes: (i) to construct, operate, maintain, repair and replace underground lines, conduits, valves, regulators and all other appurtenances (collectively "Facilities"); (ii) to add to, operate, maintain, repair, replace, remove or relocate any Facilities and to perform such grading work as Grantee deems necessary in connection therewith; and (iii) ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area as permitted hereby. Grantee, as soon as reasonably practicable after construction of the Facilities, including any alterations and repairs thereto, and completion of the grading work shall cause the Easement Area to be restored to their former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.
2. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no

provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than Grantor and grantee of the rights and easements set forth herein.

3. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.
4. **Severability.** In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
5. **Captions and Pronoun Usage.** The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number and gender appropriate under the circumstances at any given time.
6. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.
7. **Modification.** This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.
8. **Benefit.** This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.
9. **Authority.** Grantor represents and warrant that it has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.
10. **Release.** Grantor, its successors and assigns, hereby release Grantee from any further claims for compensation or claims for damages resulting from this grant, except that Grantee shall not be released from liability for damage caused to the Property as a result of its gross negligence or that of its employees, agents or contractors.
11. **Runs with the Land.** The agreements in this Grant of Sanitary Sewer Easement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of Grantor and Grantee.

*{Signatures and Acknowledgements on the following pages}*

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTOR:

GRANTEE:

DUBLIN SENIOR COMMUNITY DRV, LLC  
an Oklahoma limited liability company  
By: Senior Star Investments I, LLC  
Its Member/Manager  
By: \_\_\_\_\_  
Its Vice Pres.

CITY OF DUBLIN, OHIO,  
an Ohio municipal corporation  
By: Marsha Grigsby  
Marsha Grigsby, City Manager

STATE OF OHIO )  
 )ss.  
FRANKLIN COUNTY )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of April, 2014, before me, the subscriber, a Notary Public in and for said county and state, personally came Marsha Grigsby the City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be her free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Jennifer L. Delgado  
NOTARY PUBLIC

My Commission expires: January 2, 2018



JENNIFER L. DELGADO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
January 02, 2018

STATE OF OKLAHOMA :  
 : ss.  
COUNTY OF TULSA :

BE IT REMEMBERED, that on the \_\_\_ day of \_\_\_\_\_, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Anja M. Rogers, as Vice President of Senior Star Investments I, LLC, as Member/Manager of DUNLIN Senior Community DRV, LLC., an Oklahoma limited liability company, who acknowledged the foregoing instrument to be his/her voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

This Instrument Prepared By:  
Philip K. Hartmann, Esq.  
Frost Brown Todd LLC

GRANTOR:

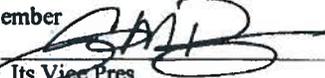
**DUBLIN SENIOR COMMUNITY DRV, LLC**

an Oklahoma limited liability company

By: Senior Star Investments I, LLC

Its Member

By:

  
Its Vice Pres

STATE OF OKLAHOMA :

: ss.

COUNTY OF TULSA :

BE IT REMEMBERED, that on the 14 day of April, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Anja M. Rogers, as Vice President of Senior Star Investments I, LLC, as Member of DUNLIN Senior Community DRV, LLC., an Oklahoma limited liability company, who acknowledged the foregoing instrument to be his/her voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
NOTARY PUBLIC

My Commission expires: 1-31-2015



Stewart Title Agency  
of Columbus Box

01032-9967  


This Instrument Prepared By:  
Philip K. Hartmann, Esq.  
Frost Brown Todd LLC

20' Sanitary Sewer Easement

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3452, and being 0.002 acres within a 8.377 acre tract, conveyed to Dublin Senior Community DRV, LLC., by deed of record in Instrument Number 200511080237125, all records herein are from the Recorder's Office, Franklin County, Ohio, said 0.002 acres being more particularly described as follows:

Beginning for a Reference, at the southeasterly corner of a 5.330 acre tract conveyed to Dublin Senior Community LSP, LLC, by deed of record in Instrument Number 200803180041389;

Thence North 02°36'32" East, along the easterly line of said 5.330 acre tract, a distance of 90.00 feet to a point;

Thence North 55°23'28" West, along the easterly line of said 5.330 acre tract, a distance of 116.00 feet to a point;

Thence North 03°13'37" West, along the easterly line of said 5.330 acre tract, a distance of 220.55 feet to the True Place of Beginning;

Thence across said 8.377 acre tract the following four (4) courses;

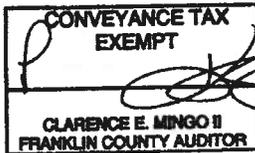
- 1) North 03°13'37" West, a distance of 21.83 feet to a point;
- 2) South 69°35'03" East, a distance of 6.01 feet to a point;
- 3) South 09°44'23" West, a distance of 20.35 feet to a point;
- 4) North 69°35'03" West, a distance of 1.02 feet to the True Place of Beginning, containing 0.002 acres (70 square feet), more or less.

  
John J. Raab P.S. 7863 Date: 3/7/14



EXA





201404170046997  
 Pass: 7 \$68.00 T20140025299  
 04/17/2014 1:36PM BXSTEMART TIT  
 Terry J. Brown  
 Franklin County Recorder

TRANSFER  
 NOT NECESSARY

APR 17 2014

CLARENCE E. MINGO II  
 AUDITOR  
 FRANKLIN COUNTY, OHIO

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

### 15' PROPOSED EASEMENT FOR MULTI-USE PATH, DRAINAGE AND UTILITIES

THIS EASEMENT FOR MULTI-USE PATH, DRAINAGE AND UTILITIES (the "Easement") is made and entered into this 14 day of April 2014, by and between 4 of 12 DUBLIN SENIOR COMMUNITY LSP, LLC., an Oklahoma limited liability company, ("Grantor"), whose mailing address is 1516 South Boston, Suite 301, Tulsa, Oklahoma 74119, and the City of Dublin, Ohio, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

#### BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 273-012235 (the "Grantor Property");

WHEREAS, Grantee desires an easement over those portions of the Grantor's Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area") for the purpose of constructing and maintaining a multi-use path thereon; and

WHEREAS, Grantor desires to grant easements over the Easement Area for the benefit of Grantee, upon the terms and conditions set forth in this Easement.

#### STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement in, through, over and under the Easement Area for the following purposes: (i) to construct, operate, maintain, repair and replace: (a) multi use path for walking and biking, (b) utility lines for gas, electric, water, sewer, cable, and communication services, and facilities and appurtenances incidental thereto, including, but not limited to, lines, wires, cables, conduits, anchors, circuits, equipment, meters, valves, regulators, manholes, drain pipes, fixtures and other appurtenances and facilities and (c) drainage facilities (collectively, the "Facilities"); and (ii) of ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's access to the Facilities and use of the Easement Area as permitted hereby. Grantee, as soon as reasonably practicable after construction of the Facilities, including any alterations and repairs thereto, shall cause the Easement Area to be restored to its former condition as nearly as is reasonably practicable. Any damage to Grantor's property by Grantee (whether directly or indirectly), or Grantee's agents, subcontractors, employees must be restored by Grantee, at Grantee's sole cost and expense, to a condition substantially equal to the condition existing prior to Grantee's entry onto or use of the Easement Area. At Grantee's sole cost and expense, Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement. Grantee is solely responsible for the maintenance, repair, replacement, removal, and insurance of the improvements that it makes

in, on, over, across, through, and under the Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not at any time impair or hinder Grantor's or Grantor's invitees', permittees', or licensees' access over portions of the Easement Area required for ingress or egress to and from Grantor's Property from Post Road or any current vehicular access point without the prior approval of Grantor not to be unreasonably withheld.

2. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than Grantor and grantee of the rights and easements set forth herein.

3. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. Severability. In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Captions and Pronoun Usage. The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number and gender appropriate under the circumstances at any given time.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. Modification. This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. Benefit. This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. Authority. Grantor represents and warrant that it has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

in, on, over, across, through, and under the Easement Area. Notwithstanding anything to the contrary herein, Grantee shall not at any time impair or hinder Grantor's or Grantor's invitees', permittees', or licensees' access over portions of the Easement Area required for ingress or egress to and from Grantor's Property from Post Road or any current vehicular access point without the prior approval of Grantor not to be unreasonably withheld.

2. **Relationship to Parties.** Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than Grantor and grantee of the rights and easements set forth herein.

3. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

4. **Severability.** In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. **Captions and Pronoun Usage.** The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number and gender appropriate under the circumstances at any given time.

6. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.

7. **Modification.** This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.

8. **Benefit.** This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

9. **Authority.** Grantor represents and warrant that it has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.

GRANTEE:  
CITY OF DUBLIN, OHIO,  
an Ohio municipal corporation

By:   
Marsha Grigsby, City Manager

GRANTOR:  
DUBLIN SENIOR COMMUNITY LSP, LLC  
an Oklahoma limited liability company  
By: Gemini Partners, LLC  
Its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Manager

STATE OF OHIO )  
 )ss.  
FRANKLIN COUNTY )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of April, 2014, before me, the subscriber, a Notary Public in and for said county and state, personally came Marsha Grigsby the City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be her free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Jennifer L. Delgado  
NOTARY PUBLIC  
My Commission expires: 1/2/18



JENNIFER L. DELGADO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
January 02, 2018

STATE OF OKLAHOMA :  
 : ss.  
COUNTY OF TULSA :

BE IT REMEMBERED, that on the \_\_\_ day of \_\_\_\_\_, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named \_\_\_\_\_, as Manager of Gemini Partners, LLC, as Manager of DUBLIN Senior Community LSP, LLC., an Oklahoma limited liability company, who acknowledged the foregoing instrument to be his/her voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

Stewart Title Agency  
of Columbus Box

01032-9947  
LM

This Instrument Prepared By:  
Philip K. Hartmann, Esq.  
Frost Brown Todd LLC  
COLLibrary 0127206 0607928 526616v3



Proposed 15' Multi-use Path, Drainage and Utilities Easement

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3452, and being 0.100 acres within a 5.330 acre tract in the name of Dublin Senior Community LSP, LLC, as described in Instrument Number 200803180041389, all records herein are from the Recorder's Office, Franklin County, Ohio, said 0.100 acres being more particularly described as follows:

Beginning for a Reference, in the centerline of Post Road (60' R/W) at the southeasterly corner of said 5.330 acre tract also being the southwesterly corner of an 8.377 acre tract in the name of Dublin Senior Community DRV, LLC as described in Instrument Number 200511080237125;

Thence North 02°36'32" East, along the westerly line of said 8.377 acre tract, a distance of 30.00 feet to the northerly right of way line of said road being the True Place of Beginning of the tract herein being described;

Thence North 87°23'34" West, with said right of way line a distance of 69.92 feet to a point;

Thence North 87°04'15" West, with said right of way line a distance of 220.18 feet to the easterly line of a 22.166 acre tract in the name of the City of Dublin as described in Official Record 11008, Page D03;

Thence North 05°53'11" West along the easterly line of said 22.166 acre tract a distance of 15.18 feet to a point;

Thence South 87°04'15" East through said 5.330 acre tract a distance of 222.46 feet to a point;

Thence South 87°23'34" East, continuing through said 5.330 acre tract a distance of 69.87 feet to the westerly line of said 8.377 acre tract;

Thence South 02°36'32" West, with said westerly line a distance of 15.00 feet to the True Place of Beginning, containing 0.100 acres more or less.

 3/18/14  
John J. Raab P.S. 7863 Date



Ex. A



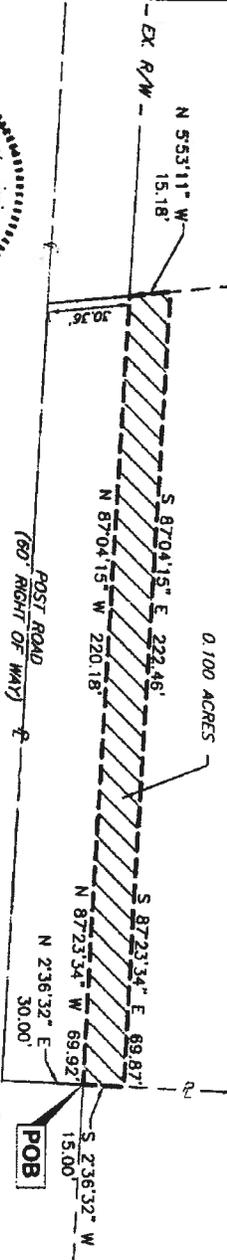
# EASEMENT PLAT

SITUATED IN THE STATE OF OHIO, FRANKLIN COUNTY, CITY OF DUBLIN  
 VIRGINIA MILITARY SURVEY 3452

CITY OF DUBLIN  
 22.166 ACRE TRACT (A-1)  
 O.R. 11008, P.C. D03

DUBLIN SENIOR COMMUNITY LSP, LLC  
 5.330 ACRE TRACT  
 INST# 200803180041389  
 PARCEL ID#: 273-012235-00

DUBLIN SENIOR COMMUNITY DRV, LLC  
 8.377 ACRE TRACT  
 INST# 200511080231125  
 PARCEL ID#: 273-003959-00



JOHN J. RAAB  
 CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
 PROFESSIONAL SURVEYOR NO.: 7863  
 3/18/14



**BASIS OF BEARINGS**  
 THE BEARINGS ARE BASED BETWEEN TWO FOUND IRON PIPES ON THE EASTERLY LINE OF A 13.707 ACRE TRACT CONVEYED TO DUBLIN SENIOR COMMUNITY LIMITED PARTNERSHIP, BY DEED OF RECORD IN OFFICIAL RECORD 26033, PAGE 804, HAVING AN ANGLE OF SOUTH 52°28'56\"/>

NO  
 X  
 25

**Civil & Environmental Consultants, Inc.**  
 8740 Orion Plaza, Suite 100 - Columbus, OH 43240  
 614-540-6633 · 888-588-8808  
 www.cedinc.com

PROPOSED 15' MULTI-USE PATH,  
 DRAINAGE AND UTILITIES EASEMENT  
 Situate in  
 CITY OF DUBLIN  
 Made For  
 FRANKLIN COUNTY AND STATE OF OHIO  
 DUBLIN SENIOR COMMUNITY LSP, LLC

DATE:	MARCH 2014	SCALE:	1"=50'	EXHIBIT
DRAWN BY:	KAQ	CHECKED BY:	JJR	
PROJECT NO.:	130-864	APPROVED BY:	JJR	<b>A</b>
			SHEET	1 OF 1



TRANSFER  
NOT NECESSARY

APR 17 2014

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO



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### EASEMENT FOR SANITARY SEWER

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THIS EASEMENT FOR SANITARY SEWER (THE "Easement") is made and entered into this 14 day of April 2014 by and between **DUBLIN SENIOR COMMUNITY LSP, LLC**, an Oklahoma limited liability company ("Grantor"), whose tax mailing address is 1516 South Boston Avenue, Suite 301, Tulsa, Oklahoma 74119, for and in consideration of One Dollar (\$1.00) and other valuable considerations paid by the **CITY OF DUBLIN, OHIO**, an Ohio municipal corporation ("Grantee"), whose mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017.

#### BACKGROUND INFORMATION

WHEREAS, Grantor owns the real property known as Franklin County Auditor's Parcel No. 273-012235 (the "Grantor Property");

WHEREAS, Grantee desires an easement over those portions of the Grantor's Property legally described on the attached Exhibit A and depicted on the attached Exhibit B (the "Easement Area") for the purpose of constructing and maintaining a sanitary sewer thereon; and

WHEREAS, Grantor desires to grant easements over the Easement Area for the benefit of Grantee, upon the terms and conditions set forth in this Easement.

#### STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the foregoing Background Information and as follows:

1. Grant of Easement. Grantor grants to Grantee, its agents, employees, independent contractors, and successors and assigns, a perpetual, non-exclusive easement in, through, over and under the Easement Area for the following purposes: (i) to construct, operate, maintain, repair and replace underground lines, conduits, valves, regulators and all other appurtenances (collectively "Facilities"); (ii) to add to, operate, maintain, repair, replace, remove or relocate any Facilities and to perform such grading work as Grantee deems necessary in connection therewith; and (iii) ingress and egress over those portions of Grantor's Property reasonably necessary to facilitate Grantee's use of the Easement Area as permitted hereby. Grantee, as soon as reasonably practicable after construction of the Facilities, including any alterations and repairs thereto, and completion of the grading work shall cause the Easement Area to be restored to their former condition as nearly as is reasonably practicable. Grantee shall have the right to remove any and all vegetation growing within the Easement Area as is reasonably necessary to facilitate Grantee's use thereof as permitted by this Easement. Grantor has the right to enter on the Easement Area for any purpose whatsoever provided such entry by Grantor does not in any way impair or hinder the rights granted to Grantee in this Easement.
2. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no

provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than Grantor and grantee of the rights and easements set forth herein.

3. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements or obligations, nor shall any forbearance by a party to seek a remedy for any breach by the other party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.
4. **Severability.** In the event any provision of this Easement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
5. **Captions and Pronoun Usage.** The captions and section numbers in this Easement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number and gender appropriate under the circumstances at any given time.
6. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Ohio.
7. **Modification.** This Easement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto and recorded with the Recorder's Office, Franklin County, Ohio with reference made to this Easement.
8. **Benefit.** This Easement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.
9. **Authority.** Grantor represents and warrant that it has the full right and authority to enter into this Easement and grant the rights hereby conveyed to Grantee.
10. **Release.** Grantor, its successors and assigns, hereby release Grantee from any further claims for compensation or claims for damages resulting from this grant, except that Grantee shall not be released from liability for damage caused to the Property as a result of its gross negligence or that of its employees, agents or contractors.
11. **Runs with the Land.** The agreements in this Grant of Sanitary Sewer Easement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of Grantor and Grantee.

*{Signatures and Acknowledgements on the following pages}*

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth above.



GRANTOR:

DUBLIN SENIOR COMMUNITY LSP, LLC  
an Oklahoma limited liability company  
By: Gemini Partners, LLC, Its Manager

By: \_\_\_\_\_  
Its Manager

GRANTEE:

CITY OF DUBLIN, OHIO,  
an Ohio municipal corporation

By: Marsha Grigsby  
Marsha Grigsby, City Manager

STATE OF OHIO            )  
  )ss.  
FRANKLIN COUNTY        )

BE IT REMEMBERED, that on this 15<sup>th</sup> day of April, 2014, before me, the subscriber, a Notary Public in and for said county and state, personally came Marsha Grigsby the City Manager of the City of Dublin, Ohio, an Ohio municipal corporation, who acknowledged the signing thereof to be her free act and deed for and on behalf of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Jennifer L. Delgado  
NOTARY PUBLIC

My Commission expires: 1/2/18



JENNIFER L. DELGADO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
January 02, 2018

STATE OF OKLAHOMA :  
  : ss.  
COUNTY OF TULSA :

BE IT REMEMBERED, that on the \_\_\_ day of \_\_\_\_\_, 2014, before me the subscriber, a Notary Public in and for said state and county, personally came the above named \_\_\_\_\_, as Manager of Gemini Partners, LLC, as Manager of Senior Community LSP, LLC, an Oklahoma limited liability company, who acknowledged the foregoing instrument to be his/her voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

Stewart Title Agency  
of Columbus Box

010329967  
lm

This Instrument Prepared By:  
Philip K. Hartmann, Esq.  
Frost Brown Todd LLC

20' Sanitary Sewer Easement

Situated in the State of Ohio, County of Franklin, City of Dublin, Virginia Military Survey Number 3452, and being 0.103 acres within a 5.330 acre tract, conveyed to Dublin Senior Community LSP, LLC., by deed of record in Instrument Number 200803180041389, all records herein are from the Recorder's Office, Franklin County, Ohio, said 0.103 acres being more particularly described as follows:

Beginning for a Reference, at the southwesterly corner of said 5.330 acre tract;

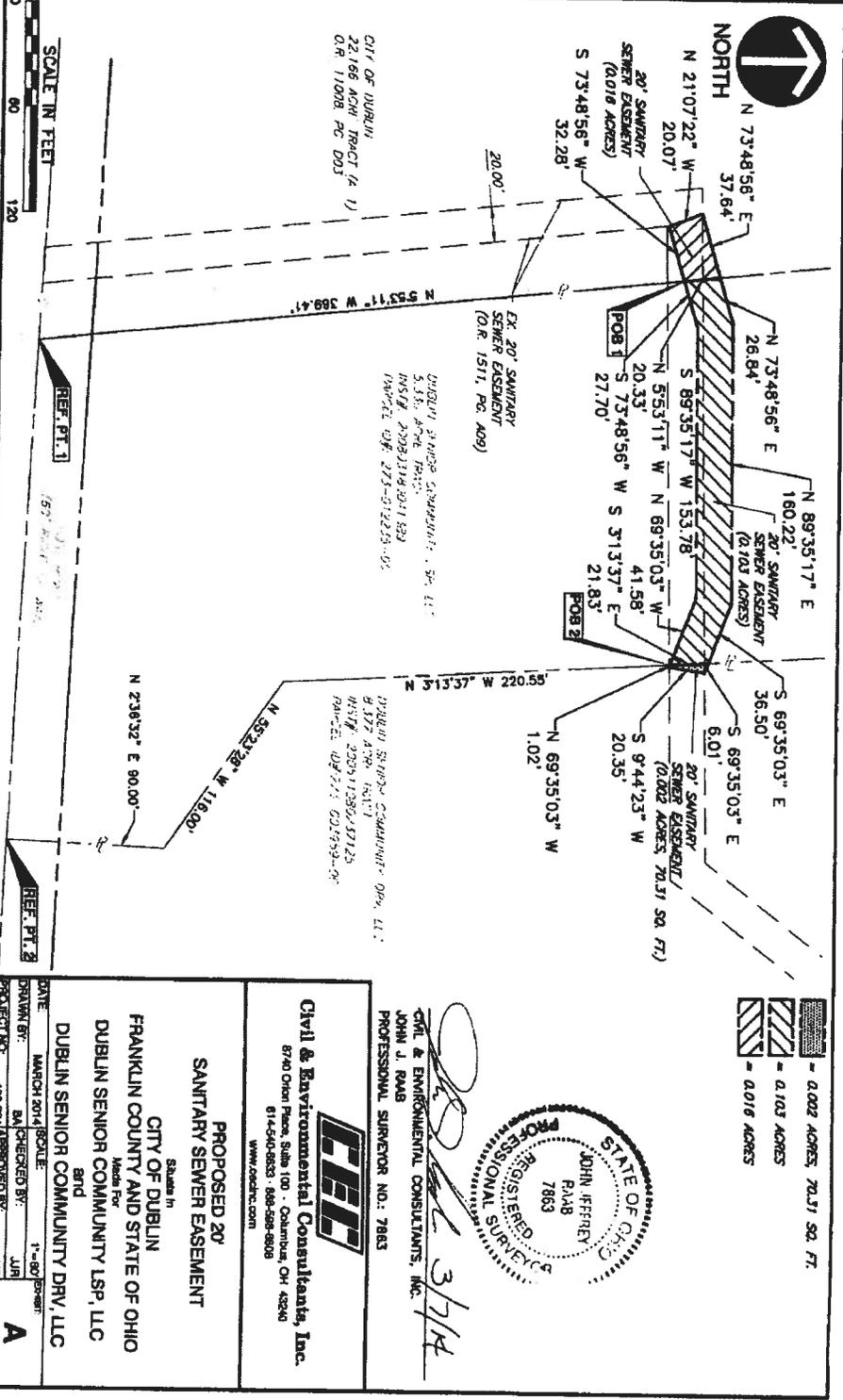
Thence North 05°53'11" West, along the westerly line of said 5.330 acre tract, a distance of 369.41 feet, to the True Place of Beginning;

Thence across said 5.330 acre tract the following eight (8) courses;

- 1) North 05°53'11" West, a distance of 20.33 feet to a point;
- 2) North 73°48'56" East, a distance of 26.84 feet to a point;
- 3) North 89°35'17" East, a distance of 160.22 feet to a point;
- 4) South 69°35'03" East, a distance of 36.50 feet to a point;
- 5) South 03°13'37" East, a distance of 21.83 feet to a point;
- 6) North 69°35'03" West, a distance of 41.58 feet to a point;
- 7) South 89°35'17" West, a distance of 153.78 feet to a point;
- 8) South 73°48'56" West, a distance of 27.70 feet to the True Place of Beginning, containing 0.103 acres (4,466 square feet), more or less.

  
John J. Raab P.S. 7863 Date: 3/7/14





**CIVIL & ENVIRONMENTAL CONSULTANTS, INC.**  
JOHN J. RAAB  
PROFESSIONAL SURVEYOR NO. 7883

*John J. Raab* 3/7/14

**Civil & Environmental Consultants, Inc.**  
8740 Oriole Plaza, Suite 100 • Columbus, OH 43240  
614-440-8833 • 688-588-8008  
www.cenctc.com

**PROPOSED 20' SANITARY SEWER EASEMENT**

Stations in  
**CITY OF DUBLIN**  
FRANKLIN COUNTY AND STATE OF OHIO  
Made For  
**DUBLIN SENIOR COMMUNITY LSP, LLC**  
and  
**DUBLIN SENIOR COMMUNITY DRY, LLC**

**DATE:** MARCH 2014  
**SCALE:** 1"=80'  
**DRAWN BY:** BA  
**CHECKED BY:** JLR  
**PROJECT NO.:** 130-894  
**APPROVED BY:** JLR  
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