



Fw: Germain Informal Review-Planning and Zoning

From Jenny M. Rauch <jrauch@dublin.oh.us>

Date Fri 3/6/2026 2:39 PM

To Sarah Holt <sholt@dublin.oh.us>

Sarah,

Julie had your name spelled wrong on the email chain. Would you respond to the group email to let her know you will reach out to discuss and outline the next steps for their application? These are definitely good for highlighting in the report. Please and thank you.

Jenny

Jennifer M. Rauch (she, her, hers)
Director of Community Planning & Development
City of Dublin, Ohio

Planning

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From: Rinaldi, Julie <julie@dublinfoodpantry.org>

Sent: Friday, March 6, 2026 12:45 PM

To: Megan D. O'Callaghan <MOCallaghan@dublin.oh.us>; Jenny M. Rauch <jrauch@dublin.oh.us>; shollt@dublin.oh.us <shollt@dublin.oh.us>

Cc: Julie Rinaldi <julie@dublinfoodpantry.org>; Jim Wilson <jim@dublinfoodpantry.org>

Subject: Germain Informal Review-Planning and Zoning

External Message

Good afternoon-

We were alerted to the fact that Germain has requested an informal review of the attached plan for consideration by Planning and Zoning. After reviewing the plan, we have significant concerns with the plan to take out the parking lot that we currently share with Rite Rug in the back of our building. Not only is that parking lot used by our volunteers when we are operating, all of our deliveries are delivered to our back loading dock. It appears that access to the loading dock will be compromised if we are reading the drawings correctly. If access to the loading

dock is not accessible it will render the Pantry inoperable. We have a large box truck that we utilize multiple times per week to deliver pallets of food to the Pantry.

We will also have to discuss at some point how the Pantry will access water when the Rite Rug building is demolished because we currently reimburse them to use their water.

When we met with the representatives from Germain they indicated that it was not their desire to harm the Pantry in any way and that Germain did not want negative press related to upending the Pantry.

We want to raise our concerns early so that they will be considered by all parties.

Thank you-Julie

<https://dublinohiousa.gov/pzc/26-008/>

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Julie Erwin Rinaldi, M.Ed.
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Dublin Food Pantry
614-571-5610 (cell)
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Dublin, Ohio 43017
dublinfoodpantry.org



DECLARATION OF RESTRICTIONS, EASEMENTS AND AGREEMENTS

THIS DECLARATION OF RESTRICTIONS, EASEMENTS AND AGREEMENTS (“Declaration”) is made as of January 31, 2019, by and among DVC 6608 Associates, LLC, an Ohio limited liability company having an address of 6689 Dublin Center Drive, Dublin, OH 43017 (“DVC 6608”), DVC 6655-6665 Associates, LLC, an Ohio limited liability company having an address of 6689 Dublin Center Drive, Dublin, OH 43017 (“DVC 6655-6665”), and MGM Village Pkwy LLC, an Ohio limited liability company having an address of 485 Metro Place South, Suite 270, Dublin, OH 43017 (“MGM”).

Background Information

- A. DVC 6608 is the fee simple owner of certain real estate located in the City of Dublin, Franklin County, Ohio, containing approximately 1.188 acres and more particularly described in the attached Exhibit A and shown as “Parcel A” on the Site Plan attached as Exhibit D (“Parcel A”).
- B. DVC 6655-6665 is the fee simple owner of certain real estate located in the City of Dublin, Franklin County, Ohio, containing approximately 3.269 acres and more particularly described in the attached Exhibit B and shown as “Parcel B” on the Site Plan (“Parcel B”).
- C. MGM is the fee simple owner of certain real estate located in the City of Dublin, Franklin County, Ohio, containing approximately 2.073 acres and more particularly described in the attached Exhibit C and shown as “Parcel C” on the Site Plan (“Parcel C”).
- D. As of the date of this Declaration, DVC 6608, DVC 6655-6665 and MGM constitute all of the Owners (as defined below) of real property within the Development (as defined below), and have the full right and authority to enter into this Declaration for the Development.
- E. The parties to this Declaration, as all of the Owners, desire and intend to cause the Development to continue as a first-class, mixed-use commercial project, and to grant, receive and establish certain reciprocal easements, conditions and restrictions under a general plan for the benefit of the entire Development, all on the terms and conditions of this Declaration.

Statement of Declaration

The parties to this Declaration hereby confirm the accuracy of the above Background Information and, for valuable consideration, agree as follows:

1. **DEFINITIONS.**

Except where the context otherwise requires, the following terms shall have the following meanings in this Declaration:

a. "Building Improvements" or "Building Improvement" shall mean all building(s), wall(s), structure(s) and other improvement(s) constructed or to be constructed within the Development. For the purposes of this Declaration, "Building Improvements" or "Building Improvement" shall include, without limitation, (i) any outdoor screened or partially enclosed sales or storage areas, such as garden shops, whether or not the same are with or without a roof, (ii) the driveway(s) used in connection with any drive-in business conducted in the Development, such as a drive-through restaurant or bank, (iii) loading docks and loading dock wells, and (iv) all sidewalks abutting the Building Improvements.

b. "Building/Parcel Specific Signage" shall mean signage installed within the confines of a specific Parcel.

c. "Common Area" or "Common Areas" shall mean the portions of a specific Parcel that is outside of Building Improvements, including, but not limited to, parking areas, driveways, Drive Aisles, access roads, walkways (exclusive of the sidewalks and patio areas abutting the Building Improvements and kiosks, ATM locations and/or other independent business enterprises located with the parking areas), Building/Parcel Specific Signage, outdoor lighting facilities (including parking lot lighting) to the extent such facilities light the Building/Common Areas, landscaped areas, service areas, drainage and utility facilities and equipment.

d. "Common Area Improvements" shall mean all improvements made or to be made to the Common Areas, as the same exist under this Declaration from time to time, including, but not limited to, the following: (i) storm water drains and detention facilities, drainage systems, retention facilities and surface and subsurface drainage, exclusive of downspouts, gutters and valleys attached to Building Improvements, situated within the Common Areas; (ii) free-standing outdoor lighting fixtures to the extent such fixtures light the Common Areas; (iii) underground sewer, natural gas, electrical, water, telephone and other utility facilities and equipment which serve the Common Areas or the Common Area Improvements or which are located within the Common Areas, but excluding such facilities and equipment as may be located within publicly dedicated easements or easements granted to any public or private utility company or companies to the extent any governmental agency or public or private utility company or companies has agreed to, or is required to, repair and maintain such facilities and equipment; (iv) landscaped areas (including any accompanying watering systems) and retaining walls within the Common Areas; (v) Building/Parcel Specific Signage; (vi) the Trash Receptacle Area; and (vii) any other improvements to be made or permitted to be made to the Common Areas pursuant to this

Declaration.

e. "Declaration" shall mean this Declaration of Restrictions, Easements and Agreements.

f. "Defaulting Owner" shall mean any Owner who is in default of its obligations under this Declaration.

g. "Development" shall mean the area within Parcel A, Parcel B and Parcel C collectively, as shown on the Site Plan, including all Building Improvements, Common Areas and Common Area Improvements therein from time to time.

h. "Drive Aisles" shall mean those internal driveway and access thoroughfares contained within the internal areas of the Development, and identified on the Site Plan as may be further amended.

i. "Gross Building Area" shall mean the entire floor area, measured in square feet (rounded to the nearest whole square foot) on the basis of the outside dimensions of the Building Improvements, of every floor in a Building Improvement, excluding any outdoor patio areas (even if covered by awnings or tented roofs) and mezzanines (unless and until any such mezzanine, or any part thereof, is required by any governmental laws, rules or regulations to be considered the same as enclosed building area in determining whether the parking ratio for the Development complies with such laws, rules and regulations, at which time any such mezzanine or portion thereof as is thus considered the same as enclosed building area shall be included in "Gross Building Area"), but including any upper floor or floors, and any outdoor screened or wholly or partially enclosed sales or storage areas, such as garden shops, whether or not the same are with or without a roof. In the event there is any drive-through or drive-in business conducted in the Development, such as a drive-through restaurant or bank, the square footage of the driveway(s) used in connection therewith shall be considered "Gross Building Area", unless and until such square footage is not required by any governmental laws, rules and regulations to be considered the same as enclosed building area in determining whether the parking ratio for the Development complies with such laws, rules and regulations, at which time such square footage or so much thereof as is not considered the same as building area shall be excluded from "Gross Building Area". Package pick-up lanes and sidewalks abutting Building Improvements shall not be considered a part of "Gross Building Area". Loading docks and loading dock wells shall not be considered a part of "Gross Building Area" unless they are enclosed on all sides and have a roof.

j. "Impositions" shall mean all real estate taxes and assessments, all sewer and water rents not based upon consumption, and all ad valorem license and permit fees levied upon or against, or to become due and payable for, the Development or any part thereof, including payments to the taxing authority or any governmental authority or agency paid in lieu of such taxes, assessments, rents and fees.

k. "Interest" shall mean interest at a rate equal to the greater of (i) a rate of interest

equal to 4% per annum plus the rate of interest published from time to time in the Money Rate section of The Wall Street Journal as the “prime rate” of interest, such rate of interest to be adjusted as and when a change in such prime rate occurs, or (ii) twelve percent per annum (12%); provided under no circumstances higher than the highest rate of interest that can be charged without being subject to the defense of usury or illegality.

l. “Maintenance Owner” shall mean DVC 6655-6665 until the first of the following shall occur: (i) the sale by DVC 6655-6665 of all property owned by DVC 6655-6665 within the Development, (ii) the voluntary resignation by DVC 6655-6665 as the Maintenance Owner, or (iii) the removal of DVC 6655-6665 due to gross negligence in the performance of its duties as the Maintenance Owner by final non-appealable court order. Thereafter the Maintenance Owner shall be determined annually by a vote of the Parcel Owners, with each Parcel Owner receiving one vote toward such election for each square foot of Gross Building Area located upon such Parcel Owner’s Parcel. Notwithstanding the foregoing, DVC 6655-6665 may assign its rights and designation as “Maintenance Owner” to another entity so long as: (y) that assignee is an affiliate entity of DVC 6655-6665 ultimately controlled by DVC 6655-6665 or a parent, subsidiary and/or “sister” entity to DVC 6655-6665; and (z) such assignee is or has become an Owner within the Development, and such successor shall serve as the Maintenance Owner under the same conditions as DVC 6655-6665 above.

m. “Major Private Roadways” means those private drives or private roadways as shown upon the Site Plan or as hereafter developed, which are collector roads to the arterial public roads running adjacent to the Development, regardless of the fact that all or any portion of said private drive is located on one or more Parcels. For reference, the public roads running adjacent to the Development are Sawmill Road, Dublin Center Drive and Bridge Park Avenue (formerly known as Village Parkway).

n. “Mortgage” shall mean any mortgage, deed of trust or other security instrument which creates a lien against a Parcel or any portion thereof, including any Building Improvement constructed thereon.

o. “Mortgagee” shall mean the secured party under a Mortgage.

p. “No Build Area” shall mean that area currently located on Parcel C, identified on the Site Plan (as hereinafter defined).

q. “Non-Defaulting Owner” shall mean any Owner who is not in default of any of its obligations under this Declaration.

r. “Owner” or “Owners” shall mean the respective owners in fee simple of any Parcel or Parcels, as shown from time to time by the records of the County Recorder of Franklin County, Ohio. Notwithstanding the foregoing, the term “Owner” shall not include a Person who (i) holds title merely as security for the performance of an obligation, such as a mortgagee or trustee under a deed of trust; however, with respect to any Parcel subject to a first Mortgage, the first Mortgagee of such Parcel shall be deemed to be the Owner if such first Mortgagee has filed

either a foreclosure or receivership action in a court of competent jurisdiction in Franklin County, Ohio, but no first Mortgagee shall be responsible for any obligations arising under the terms of this Declaration except for such obligations which arise during the terms of such first Mortgagee's possession; or (ii) merely has an equitable interest in the Development or any portion thereof under a contract of purchase. If title to any portion of any Parcel is owned jointly by two or more Persons (the "Jointly Owned Interest"), each such Person shall be jointly and severally liable hereunder as "Owners" with respect to the Jointly Owned Interest. The Persons owning at least seventy percent (70%) in interest of the Jointly Owned Interest shall designate in writing one of their number as agent (the "Agent") to act on behalf of all such Persons, and such designation shall refer to this Declaration and be recorded in the Office of the County Recorder of Franklin County, Ohio, and a copy thereof shall be served upon every other Owner of the Development by registered or certified mail, postage prepaid, return receipt requested or be deposited with a nationally recognized overnight courier service for next day delivery. The exercise by the Agent of any powers and rights of a Person holding an interest in the Jointly Owned Interest shall be binding upon such Person or entity, and other Owners shall be entitled to deal with and rely upon the acts or omissions of the Agent unless and until the designation of the Agent is revoked or a new Agent is designated in his place, each of which shall be effected only by written instrument recorded and served upon the other Owners in the Development as hereinabove provided. Service upon the Agent of any process, writ, summons, order or other mandate of any nature, including demand for arbitration, shall constitute due and proper service of any such matter upon his principal. Until such instrument is recorded and served upon the other Owners, the designation of the Agent shall remain irrevocable and shall not terminate upon disability of the principal.

s. "Parcel A" shall mean the area within the Development described in Exhibit A and designated as "Parcel A" on the Site Plan. The legal description set forth on Exhibit A shall control over any conflict with the designations on the Site Plan.

t. "Parcel B" shall mean the area within the Development described in Exhibit B and designated as "Parcel B" on the Site Plan. The legal description set forth on Exhibit B shall control over any conflict with the designations on the Site Plan.

u. "Parcel C" shall mean the area within the Development described in Exhibit C and designated as "Parcel C" on the Site Plan. The legal description set forth on Exhibit C shall control over any conflict with the designations on the Site Plan.

v. "Parcel(s)" shall mean, initially, each of Parcel A, Parcel B and Parcel C, and shall include any additional Parcel(s) resulting from a subdivision of any Parcel pursuant to applicable laws.

w. "Person" or "Persons" shall mean and include individuals, limited liability companies, partnerships, firms, associations, joint ventures, business trusts, corporations or any other form of entity.

x. "Shared Common Costs" shall have the meaning set forth in Section 6.4 hereof.

y. "Site Plan" shall mean the site plan, and any modification thereof, initially attached hereto as Exhibit D depicting the real property which forms the Development (which may be modified from time to time as reasonably determined by the Maintenance Owner, provided such modification does not adversely impact in a material way access to Sawmill Road, Dublin Center Drive and Bridge Park Avenue and/or visibility of an Owner's Parcel from Sawmill Road as currently exists). After the resignation or removal of DVC 6561-6815 or its appointed successor as the Maintenance Owner, the Owners may seek to modify the Site Plan by unanimous agreement.

z. "Tract" shall mean a tract of land, and any Building Improvements thereon, which is located within a Parcel, having a single use or consistent multiple uses (e.g., a retail center with multiple stores), and which may be sold or conveyed by the Owner thereof without such tract becoming a "Parcel" (and thus without the fee simple owner thereof becoming an "Owner").

aa. "Utility Facilities and Equipment" shall mean wires, ducts, conduits, cables, electrical equipment and facilities, pipes, mains, lines and related or associated equipment or facilities for the purpose of providing electric, gas, telephone service, exterior lighting services, water, sanitary sewer, drainage and sewer services, cable television or internet service, and other like utilities.

2. GENERAL DECLARATION.

The Owners hereby declare that all of the Development is and shall be, conveyed, hypothecated, encumbered, owned, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part subject to this Declaration and all of the easements, covenants, conditions and restrictions set forth herein. All of such easements, covenants, conditions and restrictions are declared and agreed to be in furtherance of a general plan for the improvement, use, occupancy, operation and leasing of the Development and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development and every part thereof. All of this Declaration and all of such easements, covenants, conditions and restrictions shall run with all of the land comprising the Development for all purposes and shall be binding upon and inure, subject to the provisions of Section 12.1 hereof, to the benefit of all Owners, tenants, licensees, the invitees, occupants and their successors in interest.

3. RECIPROCAL EASEMENTS.

3.1 Ingress and Egress. For the benefit of all other Owners and their tenants, subtenants, employees, concessionaires, licensees, customers and invitees with respect to the Development, each Owner (herein a "Granting Owner") hereby grants, as an appurtenance to each of the Parcels owned by the other Owners (herein the "Benefitted Owners"), the nonexclusive right and easement to use, without charge, hindrance or obstruction (except as expressly permitted hereunder), in common with the Granting Owner and one another, but no others, except as herein set forth, the Common Areas on the Granting Owner's Parcel for pedestrian ingress to and egress from the Benefitted Owners' Parcels across the Common Areas on the Granting Owner's Parcel and for vehicular ingress to and egress from the Benefitted

Owners' Parcels across the Common Areas on Granting Owner's Parcel from and to all streets and roads abutting the Granting Owner's Parcel, and to and from the Major Private Roadways to all public roads running adjacent to the Development. Nothing contained in this Declaration shall be deemed to prevent the installation and maintenance within the Common Areas of the Common Area Improvements. Notwithstanding the foregoing the Owner of Parcel B, its successors and assigns shall have the right to modify, re-align, redevelop, re-route and/or remove access to (and return the same to a Drive Aisle) that portion of the Major Private Roadways that bisects Parcel B, with access to Bridge Park Avenue, so long as the same is undertaken with approval of such governmental authorities having jurisdiction over the same.

3.2 Common Areas; Parking Areas; No Build Area. For the benefit of all other Owners as Benefitted Owners, and their tenants, subtenants, employees, concessionaires, licensees, customers and invitees with respect to the Development, each Owner, as a Granting Owner, hereby grants, as an appurtenance to each of the Parcels owned by the Benefitted Owners, the nonexclusive easement and right to use, without charge, hindrance or obstruction (except as expressly permitted hereunder), in common with the Granting Owner and one another, but no others, except as herein set forth, the Common Areas and Common Area Improvements on the Granting Owner's Parcel for the respective purposes for which they were designed.

The Owners of the Parcels hereby grant and convey, each to the other, for the benefit of all of the Parcels, a non-exclusive perpetual easement and right to the use of the parking areas from time to time maintained on the Parcels and located on the Granting Owner's Parcel, for purposes of vehicular parking.

In addition, it is specifically reserved unto, granted by and conveyed as an appurtenance to Parcel A, and to the Owner thereof and its successors and assigns, tenants, subtenants, employees, concessionaires, licensees, customers and invitees by Parcel C, and the Owner thereof and its successors and assigns, the nonexclusive right and easement to use, without charge, hindrance or obstruction in common with the Owner of Parcel C the No Build Area for the purposes for which they were designed and are now commonly used, to include parking and the storage of refuse in the trash receptacle area contained within the No Build Area, as well as the reservation to allow access to the rear of Parcel A and any Building Improvements located thereon, for uses to include commercial deliveries, which shall also include the temporary parking of commercial delivery trucks and vehicles within said No Build Area. The Owner of Parcel C further covenants that such trash receptacle area shall remain intact in the No Build Area in perpetuity, so long as this Declaration is in full force and effect.

3.3 Utilities and Surface Drainage. For the benefit of all other Owners, as Benefitted Owners, each Owner, as a Granting Owner, hereby grants, as an appurtenance to each of the Parcels owned by the Benefitted Owners, the non-exclusive right and easement to use, without charge, hindrance or obstruction, in common with the Granting Owner and one another, but no others, except as herein set forth, such portions of the Common Areas on the Granting Owner's Parcel on or under which there shall have been or shall be constructed surface and subsurface drainage facilities for surface and subsurface drainage and such portions of the Common Areas

on the Granting Owner's Parcel as are reasonably necessary for the installation, maintenance and operation of utilities serving the Common Areas and the Building Improvements on the Benefitted Owners' Parcels, including, but not limited to, the right to install, maintain, use, repair and replace utility facilities and equipment for: (i) transmitting and/or distributing electricity, gas, water, sanitary sewer, storm sewer and drainage; (ii) telephone, television and other communication purposes; and (iii) lighting purposes; provided, however, that no such easement shall interfere unnecessarily with the use of any portion of the Granting Owner's Parcel by the Granting Owner or its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, and all such easements shall be for below ground uses except for ancillary equipment required by the utility provider which by its nature must be situated above ground (such as junction boxes). To such end the Granting Owner may with respect to the Granting Owner's Parcel reasonably limit the installation of proposed new utility services as described in parts (i) – (iii) above to the extent Granting Owner reasonably expects to construct Building Improvements over the area which the Benefitted Owner sought to locate such easement and the to be installed utility service. In such event the Granting Owner will use commercially reasonable efforts to provide an alternative point of access over the Granting Owner's Parcel for such easement and to be installed utility services, provided, again the same does not unreasonably interfere with the use of any portion of the Granting Owner's Parcel by the Granting Owner or its tenants, subtenants, employees, concessionaires, licensees, customers and invitees, including any reasonably contemplated future development of Grantor Owner's Parcel.

Each Owner hereby reserves the right to: (i) use its respective Parcel (including the areas above, below or surrounding the utility facilities and equipment) for any and all purposes which are permitted under this Declaration and do not interfere with, increase the cost of or more than nominally diminish the utility services of the Owner or Owners benefitted by such utility easements; and (ii) after prior notice to and consent from the Benefitted Owner (which consent shall not be withheld, conditioned or delayed unreasonably), relocate from time to time any and all utility facilities and equipment to another location on its Parcel at its sole cost and expense, provided that such relocation complies with all applicable laws, rules, regulations and easement agreements affecting the Development and does not materially interfere with the use of such utility facilities and equipment by any other Owner or materially interfere with or interrupt utility service to any other Owner or result in increased costs to any other Owner.

3.4 Recordation of Easements. Each Owner of any portion of the Development hereby agrees, for itself and its successors and assigns, that if required by the utility company or governmental body or agency providing the utility service in question, or if required by any Mortgagee, it will execute such documents in recordable form as may be reasonably necessary to effectuate the provisions of Section 3.3, including, but not limited to, any documents granting non-exclusive easements, licenses and similar rights to such utility companies and governmental bodies or agencies thereof.

3.5 Modification of Easements. In the event a relocation of an easement is undertaken pursuant to Section 3.3 above, the Parcel Owners shall collectively enter into such instruments confirming the same and releasing those portions of the Development from the

easement which was modified to the extent applicable.

3.6 Cooperation in Installation of Utilities. No Owner will seek to install a new utility service of any type within the Development or to relocate any existing utilities of any type within the Development without first communicating with all of the Owners to assure an organized, and collaborative effort is undertaken with respect to the same, and to assure that such undertaking, to the extent reasonably possible, benefits all of the Parcels in the Development.

4. RESTRICTIONS ON USE.

4.1 Permissible Uses. Except as hereafter provided in this Declaration, the Development and every portion thereof may be used for any use which does not violate applicable zoning, building, health and safety and other applicable laws, ordinances, statutes, rules and regulations of governmental authorities having jurisdiction. Specifically, the Owners intend for the Development to constitute a first-class mixed-use development comparable to other similar first-class mixed-use developments in the Columbus Metropolitan area, which may include retail, restaurant, commercial, entertainment, education, office, hotel and residential uses.

4.2 Prohibited Uses. During the term of this Declaration, no portion of the Development shall be used as an industrial, self-storage, or manufacturing facility (other than arts and crafts shops and "cottage industries"), massage parlor, adult book store or similar business catering to pornographic interests, a nude or semi-nude dance club, exotic dancing club or gentlemen's club; a pawn shop; a gun range, shooting gallery; a mobile home park, trailer park, junk yard, recycling facility or stock yard; a dumping, disposing, incineration or reduction of garbage facility; or business operations of the type generally referred to as a "flea market". In addition to the foregoing restrictions, no Owner shall permit any portion of its Parcel to be operated or maintained in a manner which (i) emits noxious or offensive odors; (ii) emanates unpleasant noises or loud noise levels; (iii) is not consistent with the conduct and management of a first-class multi-use development in the Columbus metropolitan area comparable to other similar first-class mixed-use developments in the Columbus Metropolitan area; (iv) transmits vibrations (other than in connection with the construction permitted hereunder); (v) transmits flashing lights or search lights; (vi) is the source of other activities or conduct that would have a detrimental effect upon the conduct of business in the Development; (vii) constitutes a dangerous or noxious trade or business; or (viii) creates a common law or statutory nuisance. Each Owner shall, in addition, comply with all applicable laws, rules and regulations in the operation of its Parcel.

4.3 Parcel C No Build Area. The Owner of Parcel C, its successors and assigns hereby covenant and agree to maintain the No Build Area in its present state in perpetuity, for so long as the Declaration remains in full force and effect. Notwithstanding the foregoing, the Owner of Parcel C shall have the right to use, subject to the rights conferred under Section 3.2 above, the No Build Area for all such purposes as the same are currently intended, and shall have the right to temporarily restrict access to the No Build Area (so long as the trash receptacle area contained therein is and remains accessible at all times) for purposes of any construction activity to occur on Parcel C.

5. BUILDINGS.

5.1 Construction. As of the date of this Declaration, each Parcel contains certain existing Building Improvements. All future construction of Building Improvements within the Development: (i) will be performed in a good and workmanlike manner; (ii) will be performed in accordance with all requirements of applicable laws ordinances, regulations and all applicable requirements of this Declaration; and (iii) will be staged from a construction staging area ("Construction Staging Area"), at a location on the constructing Owner's Parcel (or another Owner's Parcel with the other Owner's prior consent) designed to minimize the interference of such Construction Staging Area with access to and the operation of any businesses then open to the public on any other Owner's Parcel in the Development. Any portion of any Parcel which is not improved or under construction at a time when any Building Improvements in the Development are open for business shall, until construction is commenced thereon, and at the sole expense of the Owner thereof, be graded and maintained in a safe and clean condition, including without limitation, removal of trash and soil stabilization. Any construction performed in the Development shall be performed and completed in a good and workmanlike manner, using first-class materials.

5.2 Screening and Access During Construction. At any time after any Owner of any Parcel has opened a business in the Development to the public, then, in order to preserve the operational efficiency of the Development and to prevent loss of sales, each other Owner, during the entire course of construction on its Parcel, shall: (i) not permit mud, dirt, construction materials or debris to accumulate or remain outside of the screening wall described above or construction to proceed in a manner which interferes with the visibility, access or operation of the Development as reasonably determined by the benefitted party or parties; (ii) not permit construction to be performed in such a manner as to impede the normal operation or flow of pedestrian or vehicular traffic within the Development, including, but not limited to delivery traffic and tractor trailers; (iii) cause any trucks, construction equipment or machinery used in connection with construction of improvements on its Parcel to park only in the areas designated by such Owner as the "Construction Staging Area", for such construction; and (iv) cause construction vehicles and workers to follow such traffic pattern and to enter and leave the Development by such routes as reasonably are designated for construction traffic from time to time.

5.3 Screening of Outside Areas. Each Owner shall screen all refuse areas, all outside storage areas and all loading docks on its Parcel: (i) located in the rear or on the side of its Building Improvement, so as to avoid, as much as is reasonably possible, creating any nuisance or any hazardous, unsafe or unsanitary condition, except that screening shall not be required hereunder to the extent it would unreasonably interfere with the loading or unloading activities in such area; and (ii) in accordance with the requirements of all applicable laws, ordinances and regulations.

5.4 Architectural Harmony. Each Owner shall use reasonable efforts to use architectural elements and materials in the exterior design of any construction, repair,

replacement, expansion or renovation of the exterior or façade of any of the Building Improvements on its Parcel that are of high quality design and not to use such architectural elements or design as would result in noncompliance with any governmental rules and regulations with respect to such Owner's Building Improvements or with respect to the Development as a whole.

5.5 Permitted Encroachments. Notwithstanding any provisions of this Declaration to the contrary, canopies, marquees, fire hose connections, down spouts, hose bibs, pipes, yard and flood lights, subsurface building foundations and signs or shadow boxes attached to form an integral part of any building, may encroach upon the Common Areas provided such encroachment does not exceed a distance of twelve inches (12") over, on or under the Common Areas.

6. MAINTENANCE OF IMPROVEMENTS.

6.1 Maintenance of Building Improvements and Common Area Improvements upon an Owner's Parcel. Subject to the provisions of Section 6.2, and Sections 10 and 11 hereof, each Owner at its cost and expense shall: (i) maintain or cause to be maintained the exterior of its Building Improvements, including, without limitation, all loading docks, loading dock and truck wells, all outdoor sales and storage areas, all utilities facilities including but not limited to subsurface drainage facilities and equipment located within five (5) feet or less from the Building Improvements and all sidewalks abutting its respective Building Improvements, in a state of good repair (ordinary wear and tear, damage or destruction due to casualty or a taking, or sale in lieu thereof, pursuant to a power of eminent domain excepted), in a clean condition and free of trash and debris, and in a manner consistent with a first-class mixed-use development comparable to other similar first-class mixed-use developments in the Columbus Metropolitan area; (ii) maintain all portions of its Parcel including the Common Areas and Common Area Improvements located upon its Parcel in good and operable condition and good state of repair, free of trash and debris; (iii) arrange for the collection of all garbage and rubbish from its Parcel; and (iv) adequately screen all loading docks, loading dock and truck wells and all outdoor sales and storage areas as provided for in Section 5.3 hereof. Notwithstanding the foregoing, this provision is not intended to limit the right of any Owner to demolish and raze any Building Improvements on its Parcel at any time.

By way of clarification each Owner is responsible for both surface and subsurface drainage facilities located on the property owned by such Owner without contribution from any other Owner even if another Owner benefits from the existence and use of such surface and/or subsurface drainage facilities' excepting only if the actions or inactions of such other Owner was the direct cause of damage to such surface or subsurface drainage facility.

Any and all replacement materials used by the Owner in accordance with this Section 6.1 for the repair or replacement of the Common Area Improvements upon its Parcel shall be of a like kind to those originally installed or used in the construction of such Common Area Improvements being repaired or replaced. In making such necessary replacements, the Owner may substitute non-like kind replacement materials as long as any such substitute is consistent in

quality, use and durability to the like kind materials then available.

Replacement shall be considered necessary hereunder only if repair parts or materials are not readily available or the subject materials are so worn or damaged as to be beyond reasonable repair in the reasonable, good faith opinion of the Owner. Replacements for aesthetic purposes shall not be considered necessary unless failure to make any such replacements would cause the Development to be less than a first-class mixed-use development comparable to other similar first-class mixed-use developments in the Columbus Metropolitan area.

6.2 Maintenance of Major Private Roadways. At its expense, but subject to reimbursement as set forth in Section 6.4, the Maintenance Owner shall repair and maintain or cause to be maintained the Major Private Roadways in a good, clean and first-class condition and repair at all times:

(a) Any and all replacement materials used by the Maintenance Owner in accordance with this Section 6.2 for repair or replacement to the Major Private Roadways shall be of a like kind or better to those originally used in the construction of such Major Private Roadways, and as otherwise subject to governmental authorities having jurisdiction over such repair and/or maintenance. In the case of emergencies, the use of any replacement materials other than specified above shall also be permitted, at the reasonable discretion of the Maintenance Owner.

6.3 Self-Help. In addition to the remedies set forth in Section 12, if an Owner shall default in its obligation to operate, repair or maintain the Common Areas and Common Area Improvements upon such Owner's Parcel in accordance with the requirements of Section 6.1, the Owner of any other Parcel, after thirty (30) days written notice to all other Owners, may, at its option, make necessary repairs, undertake necessary maintenance in the reasonable discretion of such Owner, necessary to operate, repair or maintain adequately such Common Areas and Common Area Improvements. Notwithstanding the foregoing, in case of bona fide emergencies, danger to person or property, more than nominal impairment to or interference with access or substantial interference with the gross sales of any Owner, then any Owner, after forty-eight (48) hours advance notice to all other Owners, shall be entitled to make such repairs, undertake such maintenance and employ such additional services as are reasonably necessary, and shall be entitled to reimbursement therefore from the Defaulting Owner.

6.4 Reimbursement of Maintenance Owner. Each Owner's "Proportionate Share" (as hereinafter defined) of the "Shared Common Costs" (as hereinafter defined) shall be paid in equal monthly installments to the Maintenance Owner, in advance on the first day of each calendar month. During the first year in which each Owner is required to make such payments, the Maintenance Owner shall reasonably estimate the "Shared Common Costs" and each Owner shall pay its "Proportionate Share" thereof, subject to adjustment and revision of such estimated Payment from time to time but not more often than once a year based on the Maintenance Owner's actual experience and reasonably anticipated expenditures and, further, subject always to final annual reconciliation and adjustment based on actual costs, as hereinafter provided. During each year after the initial year in which each Owner is required to make monthly payments pursuant to this Section, each monthly payment shall be based on the good faith

estimate of the Maintenance Owner for the year in question. Within one hundred twenty (120) days after the end of the calendar year during the term of this Declaration, the Maintenance Owner shall furnish or cause to be furnished to each other Owner in the Development a statement, in reasonable detail, prepared in accordance with sound accounting practices and certified by the Maintenance Owner, setting forth the "Shared Common Costs" paid by the Maintenance Owner during the preceding year. Upon request from any Owner, the Maintenance Owner shall provide or make available copies of documentation supporting the charges billed to such Owner for any specific items in question, unless to do so would be unreasonably expensive or time consuming. If an Owner's "Proportionate Share" of the "Shared Common Costs" is less than such Owner's payments made by such Owner, such Owner shall be entitled to a refund of the difference, or if such share is greater than such Owner's payments, such Owner shall pay the Maintenance Owner the difference. Maintenance Owner and each Owner shall promptly adjust and make any necessary payments for any such deficiency within thirty (30) days after the date of the annual reconciliation. Any payments not made within such thirty (30) day period shall bear Interest.

For purposes of this Declaration, each Owner's "Proportionate Share" shall mean a fraction, the numerator of which shall be the gross square footage of any and all Building Improvements situated on a given Parcel, and the denominator of which shall be the total gross square footage of all Building Improvements situated on all Parcels.

6.5 Shared Common Costs. The term "Shared Common Costs" shall mean (i) the actual and reasonable costs paid by or for the account of the Maintenance Owner for operating, cleaning, lighting, repairing, insuring, securing landscaping and maintaining the Major Private Roadways, (ii) all electric, water, sewer and other utility charges and fees for services furnished to the Major Private Roadways (if any), and (iii) a reasonable administrative fee. Each capital expenditure incurred in the maintenance, repair or operation of the Major Private Roadways shall be included in the Shared Common Costs for the month in which such expenditure was incurred, or alternatively, a capital replacement reserve may be established and assessed by the Maintenance Owner to all Owners in accordance with the terms of Section 6.4 above.

6.6 Common Area Lighting. Each Owner has responsibility for lighting the Common Area ("Common Area Lighting") upon its Parcel and shall cause such Common Areas to be fully lighted on each and every day from dusk until at least 12 o'clock midnight.

6.7 Books and Records. For the purpose of ascertaining and verifying the amount payable by the Owners pursuant to Section 6.5, the Maintenance Owner agrees to prepare and keep, at its address under Section 16 hereof, for a period of not less than two (2) calendar years after the respective annual statement reflecting such charges has been submitted to each Owner, adequate records and books which shall show in reasonable detail Shared Common Costs to support the annual statement rendered pursuant to Section 6.5 hereof. Any Owner may one time during any calendar year cause, at its own expense (but specifically not on a contingent fee payment basis), at any reasonable time, upon ten (10) days prior written notice to the Maintenance Owner, an audit relating to the Shared Common Costs for any period covered by

any statement issued by the Maintenance Owner pursuant to Section 6.5 up to two (2) years after the date of the statement. The Maintenance Owner shall make such books and records available to the other Owners for such purpose. If such audit shall disclose an error in the state of Shared Common Costs the Maintenance Owner shall promptly refund to the other Owners the amount of any overpayment, or the other Owners shall promptly pay to the Maintenance Owner the amount of any underpayment, as the case may be. In the event such audit discloses that the Maintenance Owner overstated the actual costs in any annual statement by more than ten percent (10%) then the Maintenance Owner shall pay the reasonable cost of such audit. After two (2) years from the date of any annual statement of Shared Common Costs issued by the Maintenance Owner pursuant to Section 6.5, such statement shall become final and not subject to audit. The right to audit by Owners shall not relieve the Maintenance Owner from its obligation to provide to any and all Owners copies of supporting documentation as provided in Section 6.5 upon request from such Owner(s).

6.8 Maintenance Standards. All maintenance, repairs and replacements performed by a party under this Declaration shall be performed in a good and workmanlike manner, using new or like new materials of first-class quality and shall be performed in accordance with all applicable laws, rules, ordinances, regulations and insurance requirements.

6.9 Failure to Maintain. In the event an Owner fails to maintain the surface and/or subsurface drainage on such Owners Tract as herein required, any other Owner entitled to benefit from the same may undertake such reasonable maintenance and repair work as is necessary to continue to utilize the same and the Owner that has failed to fulfill its obligation to maintain and repair such surface and/or subsurface drainage shall be responsible to reimburse the other Owner for the cost of the same.

7. INTENTIONALLY DELETED.

8. BARRIERS; PARKING RATIO.

8.1 Barriers. Except as permitted under this Declaration, the Common Areas shall be kept open at all times.

8.2 Parking Ratio. There shall be maintained at all times with respect to the Development at the very least the number of automobile parking spaces required by applicable governmental laws, rules and regulations, without variance. Each Owner shall maintain on its respective Parcel parking spaces in the ratio required under the local zoning code as applied to their Parcel with the understanding that such requirement shall be met by taking into account only those parking spaces located on their Parcel without the necessity of relying upon the overall plan under this Declaration that permits the shared use of parking spaces between Parcels.

8.3 Employee Parking. An employee of a tenant and other occupant of the Development shall park only upon the Parcel in which the employee is employed and otherwise in those areas identified as "Employee Parking". Each Owner shall use commercially reasonable

efforts to enforce the provisions of this Section with respect to its own employees, tenants and subtenants.

9. INSURANCE.

9.1 Liability Insurance. At its own expense, each Owner shall maintain or cause to be maintained in full force and effect a policy or policies of broad form, commercial general liability insurance against claims and liability on account of bodily injury, death and property damage incurred upon or about the Parcel and Building Improvements owned or occupied by such Owner. Such insurance shall have a combined single limit for bodily injury and property damage of not less than \$3,000,000.

9.2 Additional Requirements. The following additional requirements shall be imposed upon all Owners with respect to the insurance obligations:

(a) All Any Owner may bring its obligations to insure under this Section within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry required under this Declaration. Any Owner maintaining any policy or policies of insurance required to be maintained hereunder, which policy or policies provide for a deductible amount, shall be responsible for paying such deductible amount in the event of any loss or claim under any insurance policy with respect to which a deductible amount is maintained;

(b) On the date hereof and annually thereafter, each Owner will if requested in writing by the other Owners provide the other Owners with certificates of insurance evidencing compliance with the foregoing provisions;

(c) Each party hereto shall comply with all conditions and requirements of the insurance policies it is required to obtain hereunder; and

(d) Each party hereto (the "releasing party") hereby releases the others from any and all liability to the releasing party, or anyone claiming by, through or under the releasing party, by way of subrogation or otherwise, for any loss or damage to property caused by fire or other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of such other party or anyone for whom such other party may have been responsible; however, such release shall apply only to the extent that the releasing party has either (i) actually received insurance proceeds, net of attorneys' fees and other costs of collection, for the particular loss or damage (i.e., the responsible party shall remain liable for the excess), or (ii) failed, at the material time, to maintain the insurance coverage, if any, required under the terms of this Declaration with respect to the particular loss or damage. However, the foregoing release shall be of no force or effect unless the insurance policy to be obtained by the releasing party hereunder contains, or without an increase in premiums in excess of five percent (5%) could have contained, provisions (a) waiving all rights of subrogation against the other parties hereto with respect to the loss payable under such policy, and (b) agreeing that such policy shall not be invalidated should the insured waive, in writing prior to a loss, any and all rights of recovery against the other parties hereto for losses covered by such policy.

9.3 Indemnification. Each Owner shall indemnify, defend and save each other Owner harmless from any and all liability, damage, cause of action, suit, claim, judgment and expense (including reasonable attorneys' fees) arising from injury or death, or alleged injury or death to person or damage, or alleged damage, to property that occurs, or is alleged to have occurred, on or about the indemnifying Owner's Parcel or the Building Improvements thereon. However, no Owner shall be required under the foregoing provisions of this Section, to indemnify, defend or save harmless any other Owner with respect to any injury or death to person or damage to property occasioned, wholly or in part, by any act or omission of such other Owner.

10. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.

10.1 Common Area Improvements. If any of the Common Area Improvements shall be damaged or destroyed by fire or other insured hazard, which is required to be insured against under this Declaration, to the extent the insurance proceeds are adequate therefor, the Owner of the Parcel upon which such Common Area Improvement(s) is located shall commence, and thereafter shall diligently pursue, restoration, repair or rebuilding of the damaged or destroyed Common Area Improvement(s) to a condition comparable to their condition immediately prior to such damage or destruction.

11. CONDEMNATION.

Except as hereinafter provided, in the event any part of a Parcel shall be taken by right of eminent domain or any similar authority of law or a deed given in lieu of eminent domain proceedings, the entire award or purchase price for the value of the Parcel so taken shall belong to the Owner of such Parcel. No Owner may claim any portion of an award with respect to any Parcel other than such Owner's Parcel by virtue of the interests, rights and easements created by this Declaration. Within thirty (30) days after such taking, the Owner of such Parcel shall either (i) commence, and thereafter shall diligently pursue, the restoration of the remaining portion of any Common Area Improvements situated on such Owner's Parcel so taken to a condition as nearly as practicable to their condition immediately prior to such taking or deed in lieu, without contribution from the other Owners, or (ii) commence, and thereafter shall diligently pursue and complete the razing of any Common Area Improvement so taken, fill in any excavations, plant grass and perform such other work as may be necessary to put such portion of the Development in a clean, sightly and safe condition, without contribution from the other Owners.

12. ENFORCEMENT OF DECLARATION.

12.1 Prosecution of Proceedings. Enforcement of any provision of this Declaration may be by legal proceedings against any Person or Persons violating or attempting to violate any declaration, restriction, covenant, condition or agreement herein contained either to restrain or enjoin such violation and/or recover damages; provided, however, that no provision of this Declaration may be enforced by legal action or otherwise by any Persons whatsoever except Owners, and Mortgagees. Owners and Mortgagees shall be the only Persons entitled to bring an action under and to enforce the rights and remedies of this Declaration.

12.2 Right to Cure; Lien Rights. If any Owner shall at any time default in the performance of, or fail to comply with, any of the terms and provisions of this Declaration, the Non-Defaulting Owner shall have the right to enter upon such portion or portions of the Development owned by the Defaulting Owner, to pay such obligation, to perform such work or to furnish such services on behalf of, at the cost of and for the account of the Defaulting Owner, and the Non-Defaulting Owner shall be entitled to reimbursement from the Defaulting Owner for all costs and expenses incurred, plus ten percent (10%) thereof for the Non-Defaulting Owner's overhead, plus Interest on all such amounts.

Prior to the payment of any obligation, performance of any work or furnishing of any services upon or in connection with any portion or portions of the Development of any Defaulting Owner, the Non-Defaulting Owner shall send a notice to such Defaulting Owner specifying the nature of the default and notifying it of the intention to pay such obligation or perform such work or furnish such services. If the default is not cured within thirty (30) days after such notice, then the Non-Defaulting Owner may pay such obligation, perform such work or furnish such services on behalf of the Defaulting Owner and shall send a statement or statements of the cost (including Interest and the ten percent (10%) overhead referred to above) thereof to such Defaulting Owner of the portion or portions of the Development concerned and the amount thereof shall immediately be due and payable. Notwithstanding the foregoing, a Non-Defaulting Owner shall not be required to give such prior thirty (30) day notice or to wait such thirty (30) day period in the case of a bona fide emergency which presents a danger to person or property, more than nominal impairment to or interference with access or substantial interference with the gross sales of any Owner, but, instead shall give at least forty-eight (48) hours advance notice before undertaking any self-help. Such thirty (30)-day period shall be extended if the default cannot reasonably be cured within that period, but the Defaulting Owner has commenced, within such period, reasonable efforts to cure such default, and such thirty (30) days shall be extended so long as such efforts are pursued diligently. If the obligation, work or service must be performed at regular intervals, the parties performing the same may send statements at such appropriate intervals as it or they may desire. Any reasonable amounts paid on behalf of such Defaulting Owner shall bear Interest until paid. If the amount thus stated is not paid within sixty (60) days after the rendering thereof, the Non-Defaulting Owner who or incurred paid such amount may, for the purpose of securing such claim, impose a lien upon any or all portions of the Development owned by the Defaulting Owner. Such lien may be imposed by serving written notice upon such Defaulting Owner which shall contain a representation of compliance with the provisions of this Section, an explanation as to the nature of the particular obligation, the work or service involved and the cost thereof, together with a description of any or all portions of the Development owned by such Defaulting Owner and by duly recording a copy of such notice in the records of the County Recorder of Franklin County, Ohio. No such lien shall exist until such notice is duly serviced and recorded, as provided herein. The priority of such lien shall be determined as of the date of filing the same of record; provided, however, any such lien shall, nevertheless, be subject and subordinate to (i) the lien of any Mortgage covering any portion of the Development, recorded before the recordation of such notice, (ii) any written leases affecting all or any part of the Development (other than leases entered by the Defaulting Owner after the recordation of such notice), and (iii) the rights and remedies under

other Owners under this Declaration. Such lien shall continue until fully discharged and may be foreclosed in accordance with applicable laws of the State of Ohio pertaining to judicial foreclosure of mortgages. Such lien shall secure the amounts stated in the aforesaid notice, such Interest as continues to accrue thereon, and the reasonable costs and expenses of enforcing the same, including Interest and reasonable attorneys' fees and Interest on such costs, expenses and fees; provided, however, that such lien may only be satisfied out of the real estate and property subject to such lien, and the proceeds thereof. No such lien shall affect the validity or effect of this Declaration.

12.3 No Termination. No breach of this Declaration or default by any of the parties hereto shall entitle any of the other parties hereto modify, terminate or cancel this Declaration.

13. STATUS OF DECLARATION.

Except as specifically provided in Section 12.2 and in Section 22, this Declaration and the rights granted and created hereby including, but not limited to, the easements created hereunder, shall be superior to all leases, conveyances, transfers, assignments, contracts, Mortgages, and other encumbrances and documents in any way affecting any part of the Development. All tenants, all persons or entities foreclosing any such Mortgage, lien or encumbrance and all persons and entities acquiring title to or any fee interest in any part of the Development as a result thereof shall acquire and hold title subject to the provisions of this Declaration. Any transferee of any interest in any part of the Development shall automatically be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration and to have agreed to perform and do any and all things required to be done and performed hereunder by the Owner of the interest so transferred.

14. SECTION HEADINGS.

The section headings used herein are for reference and convenience only and shall not enter into the interpretations hereof. Wherever the singular is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

15. GOVERNING LAW AND VENUE.

It is the intention of the parties hereto that all questions with respect to the construction of this Declaration and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Ohio, and venue will be in Franklin County, Ohio.

16. NOTICE.

Any notice, demand or statement of interest which any party hereto may desire to serve upon the other in furtherance of any provision of this Declaration shall be sufficiently served if the same be enclosed in an envelope, which envelope shall be deposited with a nationally recognized overnight courier service, hand delivered or placed in the United State Post Office,

first class, postage prepaid and certified or registered mail, return receipt requested and as follows:

If to the Owner of Parcel A to:

DVC 6608 Associates, LLC
6689 Dublin Center Drive
Dublin, Ohio 43017
Attn: Matt Stavroff

with a copy to:

Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215
Attn: John D. Jolley, Esq. and Bruce H. Burkholder, Esq.

If to the Owner of Parcel B to:

DVC 6655-6665 Associates, LLC
6689 Dublin Center Drive
Dublin, Ohio 43017
Attn: Matt Stavroff

with a copy to:

Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215
Attn: John D. Jolley, Esq. and Bruce H. Burkholder, Esq.

If to the Owner of Parcel C to:

MGM Village Pkwy LLC
485 Metro Place South, Suite 270
Dublin, OH 43017
Attn: Sankar Mangapuram

or such other address as any Owner may designate by written notice to all parties hereto, with copies to such Mortgagees as are entitled to receive such notice pursuant to the terms of this Declaration, such notice by writing to the Owner giving the notice hereunder.

17. NO PARTNERSHIP.

This Declaration is not intended to create, and shall not have the effect of creating, a joint

venture or partnership with respect to the matters herein contained.

18. WAIVERS.

No delay or failure to object by any Owner in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Declaration by any of the other Owners shall be construed to be a waiver of any such provision, right or power. A waiver by any of the Owners of any of the obligations of the other Owners shall not be construed to be a waiver by the other Non-Defaulting Owner(s), a waiver of any subsequent breach of such obligation, or a waiver of any breach of any other terms, covenants or conditions of this Declaration.

19. EXCUSABLE DELAYS.

Except as may be otherwise expressly provided to the contrary herein, it is understood and agreed that with respect to any obligations, services to be furnished or permits or approvals to be obtained by any party, the party required to furnish or perform same shall in no event be liable for failure to timely do so if it was substantially impaired by any cause beyond the reasonable control of such party, such as strikes, lockouts, accidents, order or regulation or delay, or by any governmental authority, failure of supply, inability by the exercise of reasonable diligence to obtain the supplies or parts or employees necessary to finish such services or repairs, floods, tornado or other severe weather conditions not reasonably anticipated, including rain, snow or frozen ground during the months of January, February and March, war or other emergency, or breach or act or neglect of the other party hereto or such other party, servants or agents or employees or any assignee or successor in interest to such other party. In any such event, the time within such services shall be furnished or repairs performed shall be extended for a period of time equivalent to the delay from such cause. Financial inability or lack of funds shall not be deemed a cause beyond the control of either party, and this Section shall not apply to any payment obligation.

20. NO PUBLIC DEDICATION.

Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of the Development to the public or for the public or for any public purpose whatsoever, it being the intention of the Owners that this Declaration shall be limited strictly to and for the purposes expressed herein.

21. ESTOPPEL CERTIFICATES.

Within thirty (30) days after written request therefor, any Owner shall execute and deliver, at no charge to the requesting Owner, an estoppel certificate certifying, as of the date thereof, to the best of the certifying party's knowledge, information and belief, the Declaration is in full force and effect and fully binding upon Owner executing such Certificate, the requesting Owner is in full compliance with the terms of this Declaration, all sums payable hereunder by such requesting Owner have been paid and that the improvements within the Development or on

the requesting Owner's Parcel comply with the terms hereof or, in the event of any non-compliance, the sums which are due and payable to the extent of the certifying party's knowledge, information and belief. Any Owner receiving any such certificate shall be entitled to rely thereon without independent investigation of the matters certified therein.

22. MORTGAGE PROTECTION.

Any Owner may encumber its Parcel with one or more Mortgages. Any lien created or claimed under the provisions of Section 12.2 of this Declaration is expressly made subject and subordinate to any Mortgage covering any portion of the Development, recorded before the recordation of such a lien and no such lien shall in any way defeat, invalidate or impair the obligation or priority of the lien of such a prior recorded Mortgage. In all other respects, the covenants, conditions and restrictions created by this Declaration are superior to the lien of any and all Mortgages and shall be binding and effective upon and against any Owner whose title is acquired by foreclosure, trustee's or receiver's sale, deed-in-lieu of foreclosure, or otherwise pursuant to any Mortgage from and after the time of acquisition of title by such Owner and its successors and assigns.

23. AMENDMENTS.

This Declaration may be modified, amended or terminated only by all the Owners and all Mortgagees, but no other Persons, such as tenants or occupants of the Parcels, shall have any rights whatsoever to join in, prevent or otherwise affect or limit any such modification, amendment or termination. No modification, amendment or termination of this Declaration shall be deemed valid, binding or enforceable unless the same is in written form, executed and acknowledged by and on behalf of all of the Owners, and duly filed for record in the Office of the County Recorder of Franklin County, Ohio.

24. SUBDIVISION.

Any Owner may subdivide its Parcel into two (2) or more Parcels ("New Parcels") subject to the following provisions:

(a) Any subdivision of a Parcel shall be accomplished in compliance with all applicable subdivision laws of the state of Ohio, the City of Dublin, and all other relevant laws and ordinances;

(b) Any New Parcel may be separately assessed from all other Parcels by all local taxing authorities for real estate tax purposes; and

(c) Any New Parcel shall be subject to all of the terms and provisions of the Declaration which were applicable to the Parcel of which such New Parcel previously formed a part, including, but not limited to, any specific restrictions placed against the Parcel of which such New Parcel previously formed a part.

25. COVENANTS RUNNING WITH THE LAND.

Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, and restriction (herein collectively referred to as "Obligations") made, granted or assumed, as the case may be, by a party hereto, is made for the benefit of all Owners, their successors and assigns, tenants and all other Persons acquiring an interest in the Development, provided, however, that this Declaration may be enforced only in accordance with and by the parties specified in Section 12 hereof. All of the provisions of this Declaration shall be covenants running with the land pursuant to applicable law. Any Owner of a Parcel shall automatically be deemed, by acceptance of the title of such Parcel or any part thereof, to have assumed all Obligations of this Declaration relating thereto and to have agreed with the then Owner or Owners of all Parcels to execute any and all instruments and do any and all things reasonably required to carry out the terms of this Declaration; provided, however, that if any such transferor shall expressly condition the transfer of its interest in such Parcel or Parcels or any part thereof on the assumption by its transferee of the Obligations imposed on such transferor, such transferor shall upon the completion of such transfer be relieved of all further liability under this Declaration except such liability as may have arisen during its period of ownership of the Parcel so conveyed and which remains unsatisfied.

26. DURATION.

This Declaration shall continue and remain in full force and effect for a period of forty (40) years, and shall automatically renew for consecutive twenty-five (25)-year periods thereafter until it is terminated by written instrument executed by all of the then Owners and Mortgagees and recorded in the Office of the County Recorder of Franklin County, Ohio.

27. ENTIRE AGREEMENT.

Except as may be otherwise provided herein, this Declaration represents the entire agreement among the parties hereto as the matters herein contained.

28. EXCULPATION.

If any Owner shall breach any representation or warranty made by it under this Declaration or shall fail to perform any covenant or obligation to be performed by it under this Declaration, and if as a consequence of such default, any other party hereto shall be entitled to any legal or equitable right, relief or remedy against the Defaulting Owner, then the Non-Defaulting Owner hereby agrees to look for satisfaction of such right, relief or remedy only to (i) the interest of the Defaulting Owner in its Parcel, plus such insurance and condemnation proceeds as either (a) the Defaulting Owner may be entitled to receive with respect to its respective Parcel, or (b) the Defaulting Owner may have theretofore received in connection with the subject breach; and (ii) the proceeds of sale received upon execution of any judgment, decree, order or levy thereon against the interest of the Defaulting Owner in its respective Parcel. The provisions of this section shall not be construed to relieve any Owner from the performance of and of its respective obligations hereunder, but shall be construed only to limit the monetary

liability of an Owner in the event of a right, recovery or remedy against it, and to relieve the Owner from personal liability therefor. The provisions of this Section also shall not be deemed to limit or otherwise impair any party's right to obtain injunctive relief or specific performance or avail itself of any other right or remedy which may be accorded it by law or by this Declaration, except that every right, recovery and remedy for non-compliance with any judgment, decree, order or levy based thereon shall be limited to the amounts described in the first sentences of this section.

29. LAWS AND ORDINANCES.

Each party hereto shall comply with all applicable laws and governmental rules and regulations in connection with the ownership, use and operation of its respective Parcel. Any reference herein to laws, rules, regulations and/or ordinances shall be deemed to include the laws, rules, regulations and ordinances of the City of Dublin, Ohio and the County of Franklin, Ohio.

30. PERFORMANCE UNDER PROTEST.

The waiver by any Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach thereof or a waiver of any other term, covenant or condition herein contained. The performance by any Owner of any act in connection with this Declaration upon demand or request of any other Owner shall be deemed to be "under protest" and shall not serve to waive either (a) any claim by the performing Owner that it was under no obligation to perform such act, or (b) any right or remedy the performing Owner may have with respect to such performance.

31. CHANGES IN SITE PLAN.

The Site Plan may from time to time be amended or modified provided such modification does not adversely impact in a material way an Owner's Parcel's access to Sawmill Road, Dublin Center Drive and Bridge Park Avenue (formerly known as Village Parkway) and/or visibility of an Owner's Parcel from Sawmill Road. In the case of any changes in the Site Plan required by any governmental law, rule or regulation, no party hereto shall withhold its consent to such change unreasonably; provided, however, that any party hereto may withhold its consent for any reason whatsoever if any such governmental law, rule or regulation can be satisfied other than by changing the Site Plan (for example, by increased costs to the party desiring such change). Any party hereto shall be permitted to contest, at its expense, any such governmental requirement, provided that the contesting party posts a surety bond and agrees to indemnify and hold harmless all other parties hereto against any loss or damage arising from such contest.

The foregoing Owners have caused this Declaration to be executed by their duly authorized representatives, as of the date set forth above.

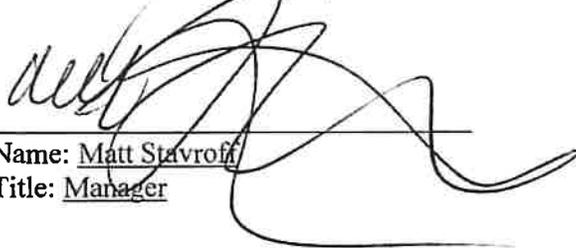
DVC 6608 ASSOCIATES, LLC,
an Ohio limited liability company

MGM VILLAGE PKWY LLC,
an Ohio limited liability company

By: 
Name: Matt Stavroff
Title: Manager

By: See binder page
Name: Sankar Mangapuram
Title: _____

DVC 6655-6665 ASSOCIATES, LLC,
an Ohio limited liability company

By: 
Name: Matt Stavroff
Title: Manager

The foregoing Owners have caused this Declaration to be executed by their duly authorized representatives, as of the date set forth above.

DVC 6608 ASSOCIATES, LLC,
an Ohio limited liability company

By: See counter page
Name: Matt Stavroff
Title: Manager

MGM VILLAGE PKWY LLC,
an Ohio limited liability company

By: [Signature]
Name: Sankar Mangapuram
Title: MEMBER

DVC 6655-6665 ASSOCIATES, LLC,
an Ohio limited liability company

By: See counter page
Name: Matt Stavroff
Title: Manager

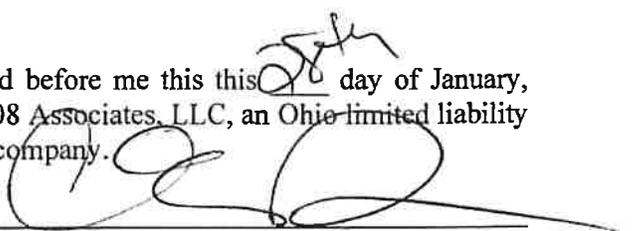
Acknowledgments

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this this 27th day of January, 2019 by the Matt Stavroff, the Manager of DVC 6608 Associates, LLC, an Ohio limited liability company, for and on behalf of such limited liability company.



CRISTINA E. DIONNE
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 26, 2021



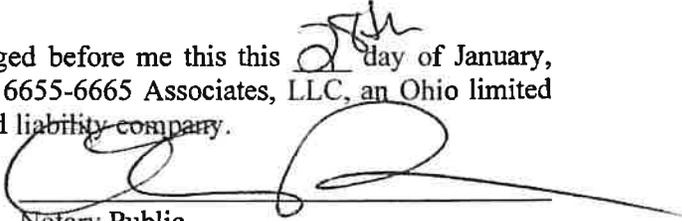
Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this this 27th day of January, 2019 by the Matt Stavroff, the Manager of DVC 6655-6665 Associates, LLC, an Ohio limited liability company, for and on behalf of such limited liability company.



CRISTINA E. DIONNE
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 26, 2021



Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this ____ day of January, 2019 by Sankar Mangapuram, the _____ of MGM Village Pkwy LLC, an Ohio limited liability company, for and on behalf of such limited liability company.

Notary Public

Prepared By:
John D. Jolley, Esq.
Isaac Wiles Burkholder & Teetor, LLC
2 Miranova Place, Suite 700
Columbus, Ohio 43215

Acknowledgments

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this this ____ day of January, 2019 by the Matt Stavroff, the Manager of DVC 6608 Associates, LLC, an Ohio limited liability company, for and on behalf of such limited liability company.

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this this ____ day of January, 2019 by the Matt Stavroff, the Manager of DVC 6655-6665 Associates, LLC, an Ohio limited liability company, for and on behalf of such limited liability company.

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 24th day of January, 2019 by Sankar Mangapuram, the General Manager of MGM Village Pkwy LLC, an Ohio limited liability company, for and on behalf of such limited liability company.

Amberton L. Fluellen
Notary Public

Prepared By:
John D. Jolley, Esq.
Isaac Wiles Burkholder & Teetor, LLC
2 Miranova Place, Suite 700
Columbus, Ohio 43215



Amberton L. Fluellen
Notary Public, State of Ohio
My Commission Expires 06-14-23

EXHIBIT A

Parcel A

EXHIBIT "A"
1.188 ACRES

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Quarter Township 2, Township 2, Range 14, United States Military Lands and being out of that 3.261 acre tract conveyed to the Anita Joys Realty Company, Ltd. by deed of record in Instrument Number 199712290177370 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Federated Boulevard with Dublin Center Drive, of record in Plat Book 65, Page 27;

thence North 02° 59' 55" East, with said centerline of Dublin Center Drive, a distance of 268.48 feet to a point;

thence South 87° 00' 05" East, leaving said centerline, a distance of 30.00 feet to an iron pin set at the northwesterly corner of that 3.262 acre tract conveyed to Sawmill Solove Associates, Ltd. by deed of record in Official Record 29197113, said iron pin being in the easterly right-of-way line of said Dublin Center Drive, the True Point of Beginning;

thence North 02° 59' 53" East, with said easterly right-of-way line, a distance of 215.01 feet to an iron pin found marking the southwesterly corner of that 9.250 acre tract conveyed to Dale Property Company by deed of record in Official record 8162708;

thence South 86° 23' 21" East, with the southerly line of said 9.250 acre tract, a distance of 241.68 feet to an iron pin set;

thence South 03° 35' 43" West, across said 3.261 acre tract, a distance of 215.00 feet to an iron pin set in the northerly line of said 3.262 acre tract;

thence North 86° 23' 21" West, with said northerly line, a distance of 239.44 feet to the True Point of Beginning, containing 1.188 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initial EMHT INC.

The bearings are based on a portion of the centerline of Dublin Center Drive being North 02° 59' 55" East, as shown on that subdivision entitled "Dublin Village Center" of record in Plat Book 65, Page 27, Recorder's Office, Franklin County, Ohio.

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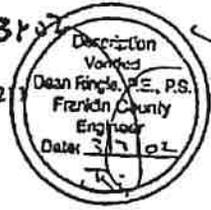


EVANS, MECHWART, HAMBLETON, & TILTON, INC.

City of Dublin
Approved 7 Mar 02
144 82A, No. 02007
Jeff Miller
Assistant Mayor



Jeff Miller 1-31-02
Jeffrey A. Miller
Registered Surveyor No. 7211



0-0710
Split 122.5 A.
A.U.O.P.
(273)
00709.3

JAM:bjl/100 02

JMS
3/16/12

EXHIBIT B

Parcel B

EXHIBIT "B"

Situated in the State of Ohio, County of Franklin, City of Dublin, being in Quarter Township 2, Township 2, Range 18, West United States Military Lands, containing 3.262 acres of land more or less, said 3.262 acres being part of Lot No. 2 as the same is numbered and delineated upon the recorded plat of the Lands of Chauncey McGyrer of record in Plat Book 12, page 27, said 3.262 acres being out of that 5.754 acre tract of land described in deed to Rite Rug Company (undivided $\frac{1}{2}$ interest), of record in Official Record 04412F09, said 5.754 acres also being described in the deed to Sun Acquisition Corp. (undivided $\frac{1}{2}$ interest), of record in Official Record 08025C05, said Sun Acquisition Corp. now being Sun Television and Appliances, Inc., by virtue of an Affidavit, of record in Official Record 09505J18, Recorder's Office Franklin County, Ohio, said 3.262 acres of land being more particularly described as follows:

Beginning, for reference, at a point in a westerly right-of-way line of Sawmill Road at an angle point (northeasterly corner) in the right-of-way boundary of Federated Boulevard as the same is shown and delineated upon the recorded plat of Dublin Village Center (Dedication of Federated Boulevard, Dublin Center Drive Tuller Road and Easements), of record in Plat Book 65, pages 27 and 28 said beginning point also being the southeasterly corner of that 0.133 acre tract of land described in deed to the Village of Dublin, of record in Official Record 04437106, both being of record in the Recorder's Office, Franklin County, Ohio, said reference point beginning being the southerly line of said Quarter Township 2 and in the northerly line of Quarter Township 3; thence N. 2° 30' 24" W., with a westerly right-of-way line of said Sawmill Road and with the easterly line of said 0.133 acre tract, a distance of 65.00 feet to a $\frac{1}{4}$ inch (I.D.) iron pipe at the true point of beginning at the northeasterly corner of said 0.133 acres tract;

Thence, from said true point of beginning, with the boundary of said 0.133 acre tract the following five (5) courses and distances:

1. S. 38° 19' 57" W. a distance of 45.82 feet to a $\frac{1}{4}$ inch (I.D.) iron pipe;
2. S. 72° 41' 54" W. a distance of 44.94 feet to a $\frac{1}{4}$ inch (I.D.) iron pipe;
3. N. 89° 07' 40" W. a distance of 128.29 feet to a $\frac{1}{4}$ inch (I.D.) iron pipe;
4. N. 86° 26' 50" W. a distance of 464.44 feet to a $\frac{1}{4}$ inch (I.D.) iron pipe;

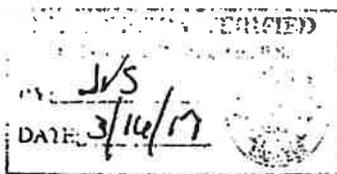
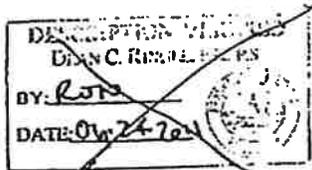
5. N. 53° 39' 06" W. a distance of 24.00 feet to a ¾ inch (I.D.) iron pipe at the northwesterly corner of said 0.133 acre tract in the westerly line of said 5.754 acre tract, the same being in the easterly right-of-way line of Dublin Center Drive, sixty-feet in width;

Thence N. 2° 58' 55" E. with the easterly right-of-way line of said Dublin Center Drive and with the westerly line of said 5.754 acre tract, a distance of 200.77 feet to a ¾ inch (I.D.) iron pipe;

Thence S. 86° 23' 21" E. crossing said 5.754 acre tract, parallel with and 215.00 feet southerly from, as measured at right angles, the northerly line of that 0.909 acre tract as described in the deed to Rita Rug Co. and Sun Television and Appliances, Inc., of record in Official Record 09505J04, Recorder's Office, Franklin County, Ohio, a distance of 888.26 feet to a ¾ inch (I.D.) iron pipe in an easterly line of said 5.754 acres tract the same being in a westerly right-of-way line of said Sawmill Road;

Thence S. 2° 37' 06" E. with a westerly right-of-way line of said Sawmill Road and with an easterly line of said 5.754 acre tract a distance of 154.35 feet to the true point of beginning and containing 3.282 acres of land, more or less.

Together with those rights as they appear in a certain Reciprocal Easement Agreement providing Ingress and Egress and recorded in Official Record Volume 13269, page H-20, Recorder's Office, Franklin County, Ohio.



0-71-D

AMot

(273)

008257

EXHIBIT C

Parcel C

EXHIBIT "C"
Legal Description

Situated in the City of Dublin, County of Franklin and State of Ohio, and further described as follows:

Situated in the State of Ohio, County of Franklin, City of Dublin, being in Quarter Township 2, Township 3, Range 19 West, United States Military Lands, containing 3.261 acres being part of Lot No. 3 as the same is numbered and delineated upon the recorded plat of the Lands of Chauncey McGurer, of record in Plat Book 12, page 27, 2.352 acres of said 3.261 acres being out of that 5.754 acre tract of land described in the deed to Rite Rug Company (undivided 1/2 interest), of record in Official Record 04412F09, said 5.754 acres also being described in the deed to Sun Acquisitions Corp. (undivided 1/2 interest), of record in Official Record 08025C05, said Sun Acquisition Corp. now being Sun Television and Appliances, Inc., by virtue of an Affidavit, of record in Official Record 09305718, and part of said 3.261 acres being all of that 0.909 acre tract of land described in the deed to Rite Rug Co., and Sun Television and Appliances, Inc. of record in Official Record 09505J04, all being of record in the Recorder's Office, Franklin County, Ohio, said 3.261 acres of land being more particularly described as follows:

Beginning, for reference, at a point in westerly right-of-way line of Sawmill Road at angle point (northeasterly corner) in the right-of-way boundary of Federated Boulevard as the same is shown and delineated upon the recorded plat of Dublin Village Center (Dedication of Federated Boulevard, Dublin Center Drive, Tuiler Road and Easements), of record in Plat Book 65, pages 37 and 38, said beginning at a point also being the southeasterly corner of that 0.133 acre tract of land described in the deed to the Village of Dublin, of record in Official Record 04437X06, both being of record in the Recorder's Office, Franklin County, Ohio, said reference point of beginning being in the southerly line of said Quarter Township 2 and in the northerly line of Quarter Township 3; thence N. 2 deg. 30' 24" W. with a westerly right-of-way line of said Sawmill Road and with the easterly line of said 0.133 acre tract, a distance of 65.00 feet to a 3/4 inch (L.D.) iron pipe at the northeasterly corner of said 0.133 acre tract, thence N. 2 deg. 37' 06" W with a westerly right-of-way line of said Sawmill Road and with an easterly line of said 5.754 acre tract, a distance of 154.35 feet to a 3/4 inch (L.D.) iron pipe at the true point of beginning;

Thence, from said true point of beginning, N. 86 deg. 23' 21" W, crossing said 5.754 acre tract, parallel with and 215.00 feet southerly from, as measured at right angles, the northerly line of said 0.909 acre tract, a distance of 666.26 feet to a 3/4 inch (L.D.) iron pipe in the westerly line of said 5.754 acre tract, the same being in the easterly right-of-way line of Dublin Center Drive, sixty feet in width;

Thence N. 2 deg. 59' 55" E, with the easterly right-of-way line of said Dublin Center Drive, with the westerly line of said 5.754 acre tract and with the westerly line of said 0.909 acre tract, crossing a 3/4 inch (L.D.) iron pipe at both the northwesterly corner of said 5.754 acre

tract and the southwesterly corner of said 0.909 acre tract at a distance of 185.01 feet, a total distance of 215.01 feet to a 3/4 inch (I.D.) iron pipe at the northwesterly corner of said 0.909 acre tract, the same being the southwesterly corner of that 10.00 acre tract of land described in Exhibit A in the deed to Dale Property Company, of record in Official Record 08162J08, Recorder's Office, Franklin County, Ohio;

Thence S. 86 deg. 23' 21" E, with the northerly line of said 0.909 acre tract, with the southerly line of said 10.00 acre tract and with the southerly line of that tract of land described in Exhibit A of the deed to Dale Property Company, of record in Official Record 10062G13, Recorder's Office, Franklin County, Ohio a distance of 659.78 feet to a 3/4 inch (I.D.) iron pipe at the northeasterly corner of said 0.909 acre tract, the same being the southeasterly corner of said Dale Property Company tract (O.R. 10062G13) and in a westerly right-of-way line of said Sawmill Road;

Thence S 3 deg. 00' 22" W, with a westerly right-of-way line of said Sawmill Road, with the easterly line of said 0.909 acre tract and with an easterly line of said 8.754 acre tract, crossing a 3/4 inch (I.D.) iron pipe at both the southeasterly corner of said 0.909 acre tract and the northeasterly corner of said 5.754 acre tract at a distance of 60.00 feet, a total distance of 149.05 feet to a 3/4 inch (I.D.) iron pipe at an angle point in the westerly right-of-way boundary of said Sawmill Road, the same being an angle point in the easterly boundary of said 5.754 acre tract;

Thence S. 2 deg. 37' 06" E, with a westerly right-of-way line of said Sawmill Road and with an easterly line of said 5.754 acre tract a distance of 66.34 feet to the true point of beginning and containing 3.261 acres of land, more or less.

EXCEPTING THEREFROM:

Situated in the State of Ohio, County of Franklin, City of Dublin, located in Quarter Township 2, Township 2, Range 14, United States Military Lands and being out of that 3.261 acre tract conveyed to the Anita Joyo Realty Company, Ltd. by deed of record in Instrument Number 199712290177370 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly bounded and described as follows:

Beginning, for reference, at the centerline intersection of Federated Boulevard with Dublin Center Drive, of record in Plat Book 65, page 27;

Thence North 02 deg. 59' 55" East, with said centerline of Dublin Center Drive, a distance of 268.48 feet to a point;

Thence South 87 deg. 00' 05" East, leaving said centerline, a distance of 30.00 feet to an iron pin set at the northeasterly corner of that 3.262 acre tract conveyed to Sawmill Solove Associates, Ltd. by deed of record in Official Record 29197113, said iron pin being in the easterly right-of-way line of said Dublin Center Drive, the True Point of Beginning;

Thence North 02 deg. 59' 55" East, with said easterly right-of-way line, a distance of 215.01 feet to an iron pin found marking the southwesterly corner of that 9.250 acre tract conveyed to Dale Property Company by deed of record in Official Record 8162J08;

Thence South 86 deg. 23' 21" East, with the southerly line of said 9.250 acre tract, a distance of 241.68 feet to an iron set;

Thence South 03 deg. 35' 43" West, across said 3.261 acre tract, a distance of 215.00 feet to an iron pin set in the northerly line of said 3.261 acre tract;

Thence North 86 deg. 23' 21" West, with said northerly line, a distance of 239.44 feet to the True Point of Beginning, containing 1.188 acres of land, more or less.

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

Iron pins set, where indicated, are iron pipes, thirteen-sixteenth (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initial EMHT INC.

The bearings are based on a portion of the centerline of Dublin Center Drive being North 02 deg. 59' 55" East, as shown on that subdivision entitled "Dublin Village Center" of record in Plat Book 65, page 27, Recorder's Office, Franklin County, Ohio.

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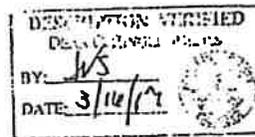
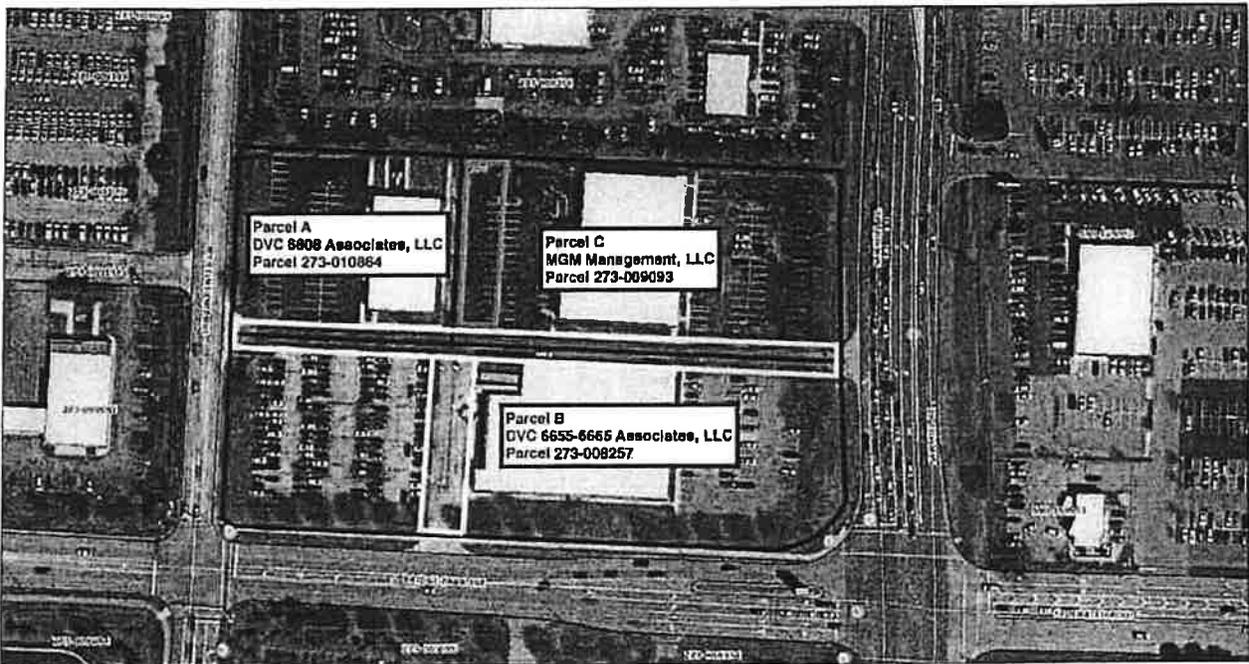


EXHIBIT D

Site Plan

4816-2359-4345.2

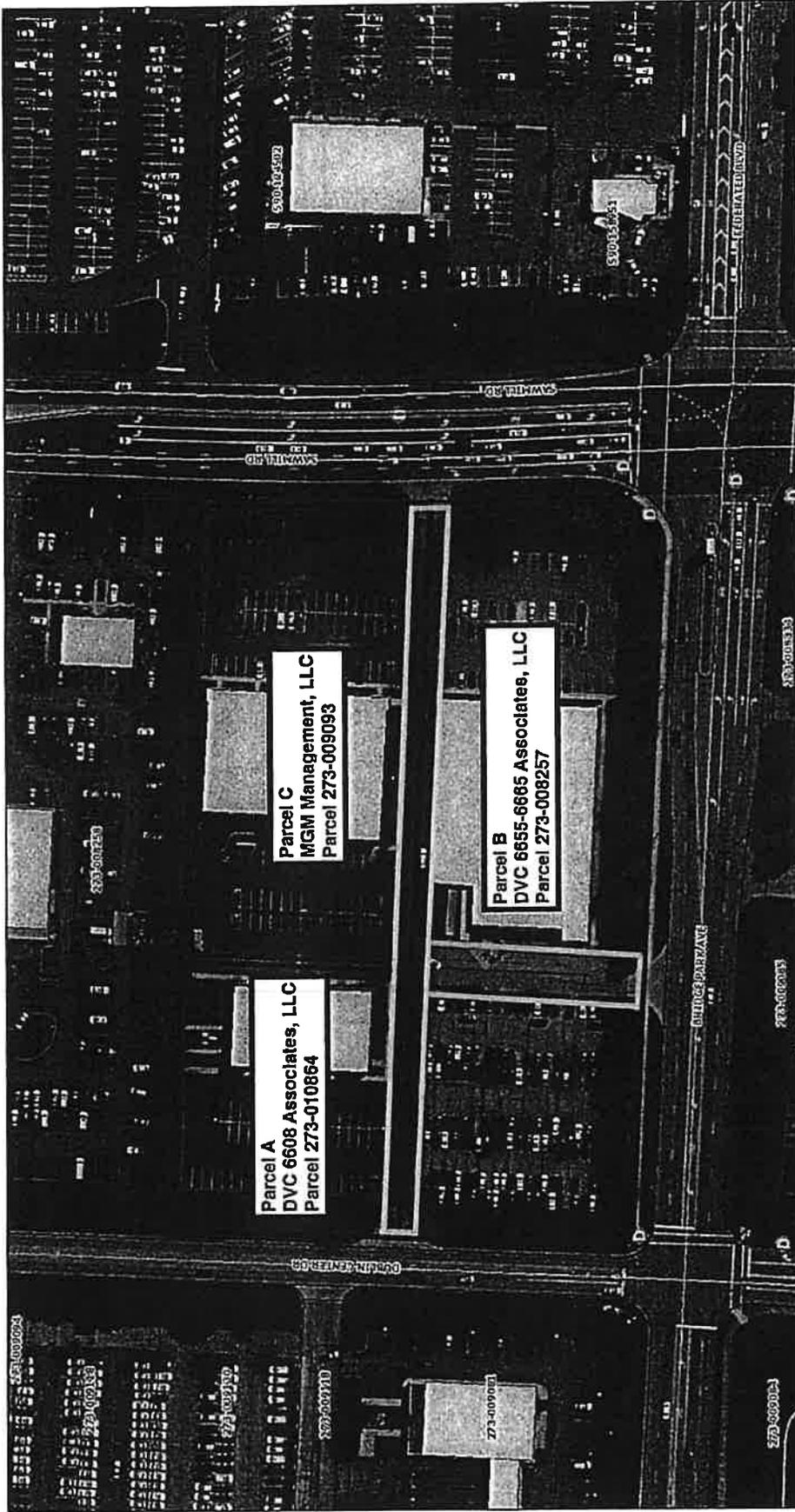
Exhibit D - Site Plan



Dated: August __, 2018

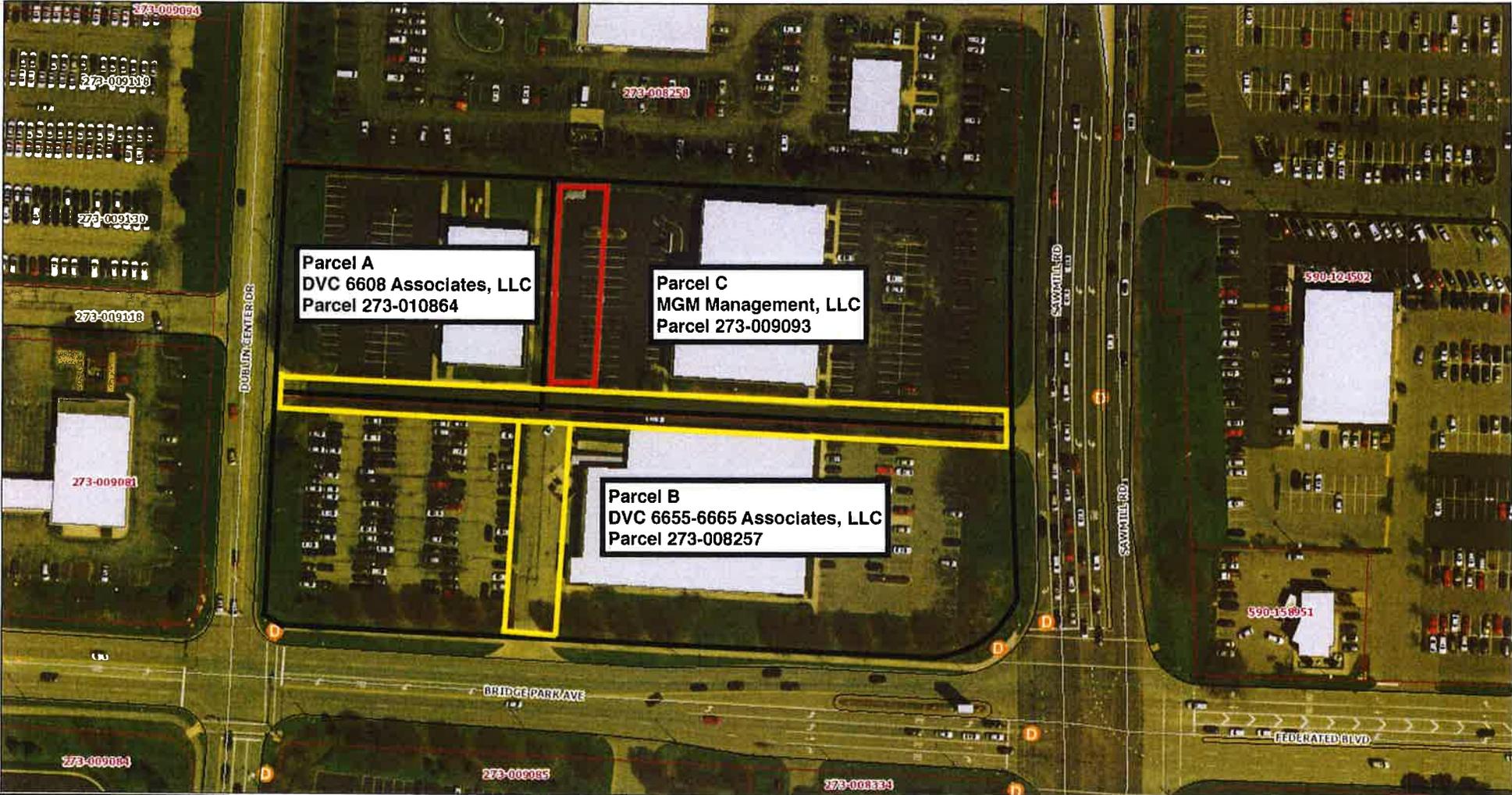
- Parcel Lines
- Major Private Roadways
- Development
- No Build Area

Exhibit D - Site Plan



Dated: August 1, 2018

Exhibit D - Site Plan



Dated: August __, 2018

- Parcel Lines
- Major Private Roadways
- No Build Area
- Development



More Than Food. More Than 50 Years.



2025 Impact Report

In 2025, our community showed up to help us keep kids fed, provide nutrition when it was needed most, and create more access to food.

We launched Community-Based Pop-Up Pantries, an intentional effort to meet families where they feel most comfortable, and we served 10,487 households over the course of the year. But in each of those households, families found more than what was on the shelves. They found a community that sees them. They found the fuel needed to power their bodies and minds. They found their footing in a time of instability.

They found more than food.

For 50 Years, We've Made More Than Food Possible

This year marks our 50th anniversary, and we're reflecting on what access to food has made possible for generations of Dublin families.

When someone experiences food insecurity, the impact is felt in all aspects of life: in classrooms, workplaces, healthcare, and mental well-being. So, when we give back—whether by donating, volunteering, or just spreading awareness, we're giving more than a meal. We're building healthier schools. Stronger families. A more resilient Dublin.

Thank you to our incredible donors, sponsors, volunteers, and community partners for helping us fill more than empty stomachs, because hunger is more than that.

With gratitude,



Julie Erwin Rinaldi
Executive Director, Dublin Food Pantry

The Dublin Food Pantry 2025 Impact Snapshot



total meals served



total households served



of annual budget is used for admin. costs



children under 18 served



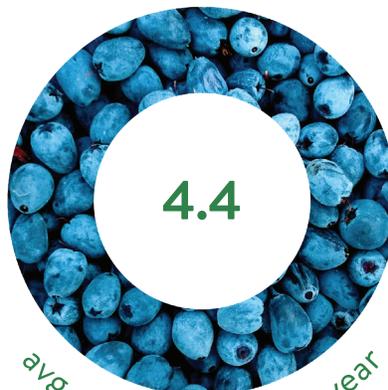
adults served



seniors served



volunteer hours



avg. pantry visits per year



households served across 9 pop-up pantries