

200701310018948
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01/31/2007 1:53PM MNC
Robert G. Montgomery
Franklin County Recorder

DEED OF EASEMENT
(.588 Ingress / Egress)

KNOW ALL MEN BY THESE PRESENTS that Tremont Club, LLC, an Ohio limited liability company, whose tax mailing address is 2 Easton Oval, Suite 510, Columbus, Ohio 43219 (the "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration paid by Baltic Realty, LLC, an Ohio limited liability company whose tax mailing address is 561 Leeds Gate, Wadsworth, Ohio 44281 (the "Grantee"), does hereby grant to Grantee, its successors and assigns forever a perpetual non-exclusive easement for vehicular and pedestrian travel, ingress and egress in, over, under, across and through the following described real property (the "Easement Area"):

That Easement Area described in Exhibit A, and shown on Exhibit A-1, attached hereto and made a part hereof, being situated on PID # 050-010599 in the State of Ohio, County of Franklin and in the City of Hilliard.

Prior Instrument reference: 200606090113005 filed in the Recorder's Office, Franklin County, Ohio on June 9, 2006.

The grant of this Easement is conditioned on (i) Grantee's, or any of its successors, assigns or transferee's agreement that at no time will it use the words "Tremont" or "Club" in the name of, or as any identifier or in any nomenclature associated with any development or project located on that certain 8.572 acre parcel situated on Davidson Road and having the PID # 050-008257 and (ii) Grantee's continuing consent and authority to Grantor to enter that certain 25 foot deep strip of land on Grantee's property (cross-hatched on Exhibit A-1) running contiguous to the Easement Area to perform grading and earth work, and thereafter to enter such areas as necessary to construct and maintain the Easement Area.

Grantor shall construct at its sole cost, and thereafter maintain with financial contribution from Grantee, all improvements in the Easement Area, which shall become the property of Grantor. Grantee shall pay to Grantor, as a contribution for the maintenance of the Easement Area, \$5,000.00 for the first year following completion of development of Grantee's property located West of Central Park. Such contribution by Grantee shall increase each year thereafter by a factor of three percent (3%). During any period in which Grantee is performing any construction on its property West of Central Park, Grantee shall perform and shall solely be responsible for all costs and expenses incurred in the performance of any and all maintenance of the Easement Area.

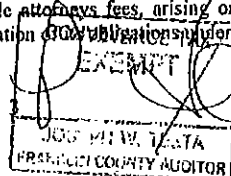
Grantor hereby releases and discharges the Grantee for compensation or consideration for the grant of this Easement.

The perpetual easement rights granted herein are "non-exclusive". Grantor may grant to third parties additional easements, licenses and rights-of-way over, above, below and across the Easement Area so long as such grants do not interfere with the rights of Grantee stated herein.

Grantee acknowledges that Grantor shall have the continuous right to use the Easement Area in any manner not inconsistent with the rights herein granted to Grantee, including, without limitation, Grantor's right to use, maintain, install, construct, reconstruct, repair, pave, repave, replace, expand and relocate all improvements, including, but not limited to driveways, parking areas, sidewalks, landscaping, shrubbery and lawns over the Easement Area. Neither the construction of such improvements, nor a license to third parties to use such improvements, shall be violative of this Easement. The Grantor shall not however, cause or allow to be constructed within the Easement Area any permanent building, structure, facility or improvement, which materially impairs the use of or interferes with the rights of Grantee stated herein.

If any of Grantor's improvements (including the structure of any buildings) located on Grantor's property, whether within or outside the Easement Area, are damaged by Grantee in any way, for any reason, due to Grantee's exercise of the rights stated herein, then Grantee shall notify Grantor of such damage and Grantor shall make such repairs as are reasonably necessary at Grantee's sole cost and expense.

Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claims, damages, losses or expenses, including reasonable attorneys fees, arising or resulting from Grantee's exercise of the rights stated herein, or due to a violation of any obligation under this Easement.



TRANSFERRED
NOT NEEDED
NOV 16 2006
JOSEPH W. TUSTA
AUDITOR
FRANKLIN COUNTY, OHIO

**INGRESS/EGRESS EASEMENT
0.588 ACRE**

Situated in the State of Ohio, County of Franklin, City of Hilliard, lying in Virginia Military Survey Number 3002, being on, over and across the 51.442 acre tract conveyed to Tremont Club, LLC by deed of record in Instrument Number 200606090113005, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, in the southerly right-of-way of Davidson Road at the common corner of said 51.442 acre tract and the 8.241 acre tract conveyed to Board of Education of the Hilliard City School District by deed of record in Instrument Number 200006080113939;

thence South 84° 03' 15" West, with said southerly right-of-way line, a distance of 529.50 feet to the TRUE POINT OF BEGINNING;

thence across said 51.442 acre tract, the following courses and distances:

with a curve to the left having a central angle of 10° 57' 01", a radius of 25.00 feet, an arc length of 4.78 feet and a chord bearing and distance of South 00° 21' 31" East, 4.77 feet, to a point of tangency;

South 05° 50' 02" East, a distance of 27.50 feet to a point of curvature;

with said curve to the left having a central angle of 93° 06' 19", a radius of 49.50 feet, an arc length of 80.44 feet, and a chord bearing and distance of South 52° 23' 11" East, 71.87 feet, to a point of reverse curvature;

with said curve to the right having a central angle of 59° 45' 46", a radius of 70.00 feet, an arc length of 73.01 feet, and a chord bearing and distance of South 69° 03' 28" East, 69.75 feet to a point of tangency;

South 39° 10' 35" East, a distance of 195.00 feet to a point of curvature;

with said curve to the right having a central angle of 89° 54' 53", a radius of 70.00 feet, an arc length of 109.85 feet, and a chord bearing and distance of South 05° 46' 51" West, 98.92 feet to a point of tangency;

South 50° 44' 18" West, a distance of 99.71 feet to a point;

thence with said curve to the right having a radius of 70.00 feet, a central angle of 90° 00' 00", an arc length of 109.96 feet, and a chord bearing and distance of North 84° 15' 42" West, 98.99 feet, across said 51.442 acre tract, and with the line common to said 51.442 acre tract and the 8.575 acre tract conveyed to Ballio Realty LLC by deed of record in Instrument Number 200609150184839, to a point of tangency;

thence continuing with said common line, the following courses and distances:

North 39° 15' 42" West, a distance of 194.99 feet to a point of curvature;

with said curve to the right having a central angle of 75° 51' 26", a radius of 70.00 feet, an arc length of 92.68 feet, and a chord bearing and distance of North 01° 19' 59" West, 86.06 feet to a point of reverse curvature;

with said curve to the left having a central angle of 42° 25' 48", a radius of 149.50 feet, an arc length of 110.71 feet, and a chord bearing and distance of North 15° 22' 50" East, 108.20 feet to a point of tangency;

North 05° 50' 04" West, a distance of 53.52 feet to a point of curvature;

INGRESS/EGRESS EASEMENT
0.588 ACRE

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with said curve to the left having a central angle of $11^{\circ} 26' 45''$, a radius of 25.00 feet, an arc length of 4.99 feet, and a chord bearing and distance of North $11^{\circ} 33' 27''$ West, 4.99 feet to said southerly right-of-way line;

thence North $84^{\circ} 03' 15''$ East, with said southerly right-of-way line, a distance of 40.95 feet to the TRUE POINT OF BEGINNING and containing 1.893 acres of land, more or less.

LESS AND EXCEPT THE FOLLOWING:

Beginning, for reference, in the southerly right-of-way of Davidson Road at the common corner of the remainder of said original 103.92 acre tract and the 8.241 acre tract conveyed to Board of Education of the Hilliard City School District by deed of record in Instrument Number 200006080113939;

thence South $84^{\circ} 03' 15''$ West, with said southerly right-of-way line, a distance of 501.74 feet, to a point;

thence South $05^{\circ} 56' 45''$ East, a distance of 109.90 feet, across the remainder of said original 103.92 acre tract, to the TRUE POINT OF BEGINNING;

thence across the remainder of said original 103.92 acre tract, the following courses and distances:

with a curve to the right having a central angle of $90^{\circ} 00' 00''$, a radius of 50.00 feet, an arc length of 78.54 feet, and a chord bearing and distance of South $84^{\circ} 15' 42''$ East, 70.71 feet to a point of tangency;

South $39^{\circ} 15' 42''$ East, a distance of 195.00 feet to a point of curvature;

with a curve to the right having a central angle of $90^{\circ} 00' 00''$, a radius of 50.00 feet, an arc length of 78.54 feet, and a chord bearing and distance of South $05^{\circ} 44' 18''$ West, 70.71 feet to a point of tangency;

South $50^{\circ} 44' 18''$ West, a distance of 100.00 feet to a point;

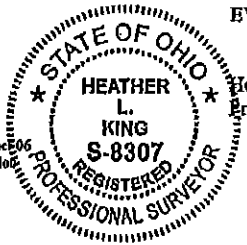
with a curve to the right having a central angle of $90^{\circ} 00' 00''$, a radius of 50.00 feet, an arc length of 78.54 feet, and a chord bearing and distance of North $84^{\circ} 15' 42''$ West, 70.71 feet to a point of tangency;

North $39^{\circ} 15' 42''$ West, a distance of 195.00 feet to a point of curvature;

with a curve to the right having a central angle of $90^{\circ} 00' 00''$, a radius of 50.00 feet, an arc length of 78.54 feet, and a chord bearing and distance of North $05^{\circ} 44' 18''$ East, 70.71 feet to a point of tangency;

North $50^{\circ} 44' 18''$ East, a distance of 100.00 feet to the TRUE POINT OF BEGINNING and containing 1.305 acres of land, more or less.

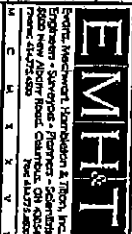
EVANS, MECHWART, HAMILTON, & TILTON, INC.



Heather L. King
Professional Surveyor No. 8307

Date

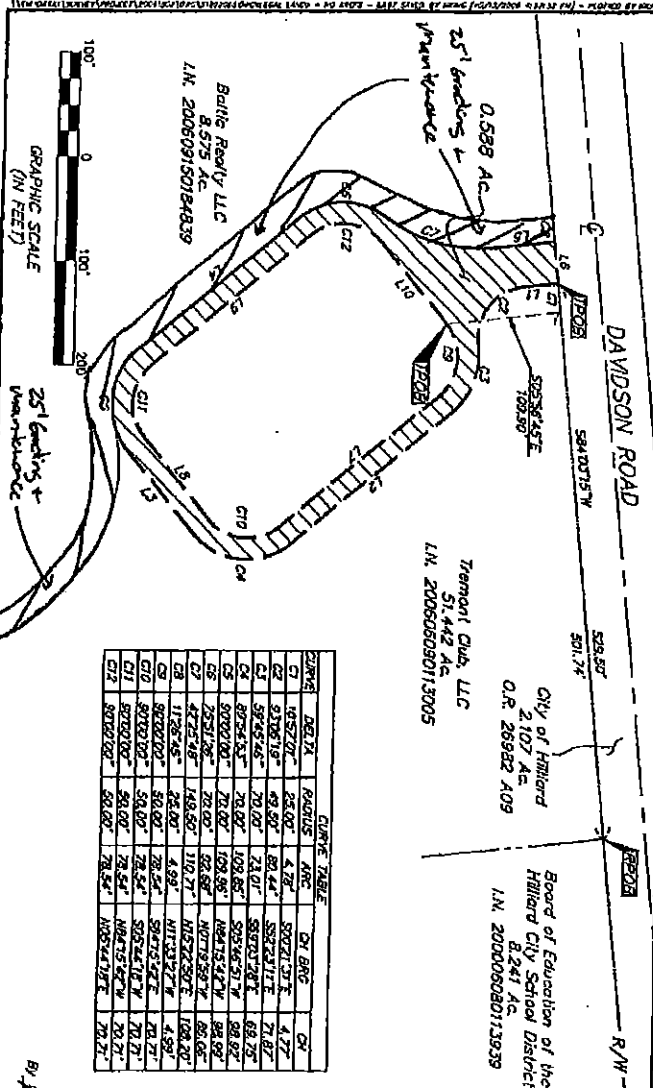
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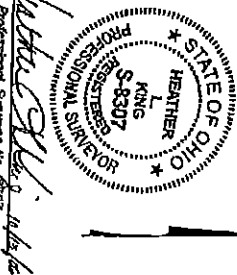
**INGRESS/EGRESS EASEMENT
 VIRGINIA MILITARY SURVEY NO. 3002
 CITY OF HILLIARD, FRANKLIN COUNTY, OHIO**

Date: August 10, 2005
 Scale: 1" = 100'
 Job No: 2005-1802
 Revised: October 13, 2006



LINE	BEARING	DISTANCE
L1	S86°30'02"E	22.50'
L2	S87°02'15"E	165.00'
L3	S87°43'18"W	88.17'
L4	N39°55'27"W	74.99'
L5	N05°30'24"W	63.82'
L6	N84°01'19"E	40.95'
L7	S39°13'32"E	158.00'
L8	S89°42'18"W	100.00'
L9	N55°15'42"W	168.00'
L10	N59°24'18"E	102.00'

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L1	S86°30'02"E	22.50'
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L4	N39°55'27"W	74.99'
L5	N05°30'24"W	63.82'
L6	N84°01'19"E	40.95'
L7	S39°13'32"E	158.00'
L8	S89°42'18"W	100.00'
L9	N55°15'42"W	168.00'
L10	N59°24'18"E	102.00'



By: *Heather King*
 Professional Surveyor No. 8307

Scatterfield Real Estate Group / Hilliard Condominiums / Ingress-Egress Easement / 2005-1802 / 51822625

