











































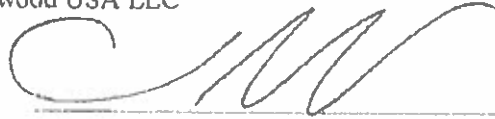




program for the Breagha Property, which is expected to occur during a later phase in the project after the first phase or phase I area immediately to the south of Home Road is developed and improved.

Redwood USA LLC

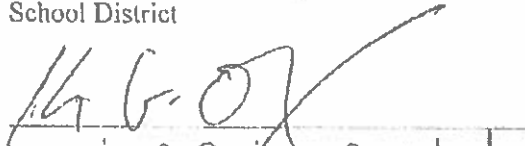
By



David Carroll, Authorized Manager  
Printed Name and Title

Board of Education of the Olentangy Local  
School District

By



Kevin O'Brien, President  
Printed Name and Title

List of Exhibits:

**Exhibit A** - Legal Description of Olentangy Property

**Exhibit B** - Legal Description of Breagha Property

**Exhibit C** - Suggested form of EMERGENCY ACCESS EASEMENT AGREEMENT (without exhibits, but see Exhibits A and B above for reference)

**Exhibit D** - Conceptual Easement Area

Q:\Data Clients\Business Entities\Q-B\Redwood Living, Inc-101.70 Acres 3011 Home Road & South Olentangy - Emergency Access Easement\Final OLSD legal counsel Clean - Agreement OLSD-Redwood - AW 10-30-2019.docx







**EXHIBIT A**

**Legal Description**

**Parcel I**

Situated in the Township of Liberty, County of Delaware and State of Ohio, and bounded and described as follows:

Being in Range 19, Township 3, Section 2, part of Lot 2, U.S. Military Lands. Beginning at a p.k. spike at the intersection of the centerline of Delaware County Road, No. 124 and the East line of Section 2, thence S. 2° 19' W. along the section line 1335.20 feet to an iron pipe, passing over an iron pipe at 30.00 feet; thence N. 87° 40' W. 25.00 feet to an iron pipe (found); thence N. 2° 19' E. 1335.20 feet to a R.R. Spike on the centerline of Delaware County Rd. No. 124 passing over an iron pipe (found) at 1305.20 feet; thence S. 87° 40' E. along the center line of said County Rd. 25.00 feet to the point of beginning, containing 0.766 acres, be the same more or less, but subject to all legal highways.

**Parcel II**

Situated in the Township of Liberty, County of Delaware and State of Ohio, and bounded and described as follows:

Being in Range 19, Township 3, Section 2, part of Lot 2, U.S. Military Lands. Beginning at an iron pipe (found) on the easterly right-of-way line of the Chesapeake and Ohio Railroad, said iron pipe being S. 2° 09' W. 1335.20 feet from the point of intersection with centerline of Delaware County Rd. No. 124 and the easterly right-of-way line of the C&O Railroad; thence S. 87° 40' E. 838.74 feet to an iron pipe on the East line of Section 2, passing over an iron pipe at 813.74 feet; thence S. 2° 19' W. along the easterly line of Section 2, 1177.79 feet to a post, passing over a stone at 421.64 feet; thence N. 87° 44' W. 824.37 feet to a steel post on the easterly right-of-way line of the C&O Railroad; thence along the easterly right-of-way line of said railroad with a 0° 30' curve to the right which the long chord bears N. 0° 50' 30" E. 503.08 feet, an arc distance of 504.11 feet to an iron bolt to the point of tangency; thence N. 2° 09' E. 677.35 feet to the point of beginning, containing 22.61 acres, be the same more or less, but subject to all legal highways.

DESCRIPTION APPROVED  
FOR TRANSFER  
Chris Bauserman  
Delaware County Engineer

**Parcel III**

Situated in the State of Ohio, County of Delaware and Township of Liberty. Being in Range 19, Township 3, Section 2, and part of Lot 2, U.S. Military Lands:

Beginning at a railroad spike set on the centerline of County Road No. 124, known as the G.I.H. and Columbus Road; said point of beginning bears North 87 degrees, 40' West 25.00 feet from the point of intersection of the centerline of County Road No. 124 and the section line between sections 2 and 1; thence South 2 degrees, 10' West parallel with the section line, 1335.20 feet to an iron pipe, passing over an iron pipe at 30.00 feet; thence North 87 degrees, 40' West 813.74 feet to an iron pipe

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set on the right-of-way line of the Chesapeake and Ohio Railroad; thence North 2 degrees 09' East along the said East right-of-way line, 1335.20 feet to a railroad spike set on the centerline of County Road No. 124, passing over an iron pipe at 1305.20 feet; thence South 87 degrees 40' East along the centerline of County Road No. 124, 817.53 feet to the point of beginning, containing 25.00 acres of land, be the same more or less, but subject to all legal highways.

#### Parcel IV

Situated in the State of Ohio, County of Delaware, City of Powell, located in Farm Lot 1, Section 2, Township 3 North, Range 19 West, United States Military Lands, and being part of a 40.636 acre tract conveyed to M/I Homes of Central Ohio LLC, as recorded in Official Record Volume 428, Page 1362, Delaware County Recorder's Office, and being more particularly described as follows:

Beginning, for reference, at a railroad spike found at the intersection of centerline of Rutherford Road (T.R. 122) with the east line of the CSX Transportation, Inc., marking the southwest corner of said 40.636 acre tract;

thence North 10° 53' 41" West 748.16 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 08° 35' 08" West 1154.01 feet along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin set marking the PRINCIPAL PLACE OF BEGINNING of the herein described tract;

thence continuing North 08° 35' 08" West 387.06 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 04° 13' 20" West 782.01 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 35° 19' 13" East 36.89 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 23° 58' 01" East 95.92 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found;

thence North 02° 03' 16" East 195.96 feet, along the westerly line of said 40.636 acre tract and east line of the CSX Transportation, Inc., to an iron pin found marking the northwest corner of said 40.636 acre tract and southwest corner of a 22.61 acre tract (Parcel II) conveyed to G. Frederick Smith Chemical Company, as recorded in Deed Book 420, Page 32;

thence South 86° 24' 15" East 708.91 feet, along the north line of said 40.636 acre tract and south line of said 22.61 acre tract, to an iron pin found in the east line of Farm Lot 1 and west line of a 25.248 acre tract (Parcel III) conveyed to G. Frederick Smith Chemical Company, recorded in Deed Book 420, Page 32, marking the northeast corner of said 40.636 acre tract and southeast corner of said 22.61 acre tract;

thence South 04° 15' 04" West 973.92 feet, along the east line of said 40.636 acre tract and Farm Lot 1 and west line of said 25.248 acre tract and a 51.3172 acre tract conveyed to Board of Trustees

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Liberty Township, as recorded in Official Record 32, Page 1888, to an iron pin found marking the southwest corner of said 51.3172 acre tract and the northwest corner of a 21.070 acre tract conveyed to Board of Education of the Olentangy Local School District, as recorded in Deed Book 667, Page 663;

thence South 02° 31' 40" West 780.39 feet, along the east line of said 40.636 acre tract and Farm Lot 1 and west lines of said 21.070 acre tract and a 28.094 acre tract conveyed to Board of Education of the Olentangy Local School District, as recorded in Deed Book 667, Page 278, to an iron pin set (passing an iron pin found at 668.33 feet);

thence along the arc of a curve 638.84 feet turning to the right (delta angle=43° 20' 15", radius=864.43 feet), with a chord bearing and distance of North 60° 00' 16" West 638.36 feet, across said 40.636 acre tract, to the principal place of beginning, containing an area of 25.248 acres.

**LESS AND EXCEPTING FROM PARCELS I AND III ABOVE:**

Situated in the State of Ohio, County of Delaware, Township of Liberty, being a part of Farm Lot 2 in Section 2, Township 3 North, Range 19 West, United States Military Lands and being a part of record 13.820 acre and 25.00 acre parcels conveyed to G. Frederick Smith Chemical Company as recorded in Book 420, page 32 in the records of Delaware County, being a parcel of land lying on the right and left sides of the centerline of Right of Way and Construction of DEL-CR124-4.11 (Home Road) and bounded and described as follows:

Beginning at the intersection of the centerline of County Road 124 (Home Road) and the east line of said Farm Lot 2, said point located 22.83 feet left of station 240+13.09 of proposed County Road 124 and being the TRUE POINT OF BEGINNING for the parcel herein described;

- 1) thence South 03 degrees 36 minutes 05 –seconds West along the east line of said Farm Lot 2 a distance of 122.74 feet to an iron pin set, located 99.18 feet right of station 239+99.55 of proposed County Road 124;
- 2) thence South 85 degrees 10 minutes 23 seconds West a distance of 715.67 feet to an iron pin set, located 150.00 feet right of station 233+00.00 of proposed County Road 124;
- 3) thence North 86 degrees 22 minutes 05 seconds West a distance of 134.55 feet to an iron pin set on the east line of the CSX Railroad at a point located 150.00 feet right of station 231+65.45 of proposed County Road 124;
- 4) thence North 03 degrees 28 minutes 47 seconds East along the east line of the CSX Railroad a distance of 228.00 feet to the centerline of existing County Road 124, said point located 77.99 feet left of station 231+64.84 of proposed County Road 124;
- 5) thence South 86 degrees 21 minutes 56 seconds East along the centerline of existing County Road 124 a distance of 832.39 feet to a point located 23.93 feet left of station 240+02.63 of proposed County Road 124;
- 6) thence South 86 degrees 38 minutes 27 seconds East along the centerline of existing County Road 124 a distance of 10.58 feet to the point of beginning and enclosing an area of 3.555 acres, more or less.

Of the above described tract, 3.484 acres is located in Auditor's Permanent Parcel Number 319-240-01-004-000 which includes 0.563 acres in the present road occupied and 0.071 acres is

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located in Auditor's Permanent Parcel Number 319-240-01-005-000 which includes 0.017 acres in the present road occupied

Monuments referred to as iron pins set are ¾ inch diameter x 30 inch long iron bars with a 1-1/2 inch diameter aluminum cap marked "R/W LS #7819".

Bearings used in this description are based on the Ohio Lambert Projection North Zone Plane Coordinate System as established by the National Geodetic Survey, North American Datum of 1983 (1995 adjustment) from GPS observations made by American Consulting, Inc.

Stations referred to herein are from the centerline of survey of proposed County Road 124 as found on Delaware County Engineer's Office Right of Way Plan DEL-CR124-4.11.

Grantor, for itself and its heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area.

The description was prepared and reviewed on July 17, 2006 by Charles P. Unterreiner, P.S. 7819 from a survey made by American Consulting, Inc. in 2003.

WHEN RECORDED RETURN TO:

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**EMERGENCY ACCESS EASEMENT AGREEMENT**

This EMERGENCY ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of \_\_\_\_\_ 2019, by and between Redwood USA LLC, an Ohio limited liability company, or its assignee ("Redwood") and the Olentangy Local School District Board of Education ("Olentangy").

**BACKGROUND**

- A. Olentangy owns certain real property commonly known as Olentangy Liberty Middle School ("Middle School") and located in Liberty Township, Delaware County, Ohio, and more particularly described on Exhibit A attached to this Agreement ("Olentangy's Property"). Redwood owns certain real property adjacent to and west of Olentangy's Property and more particularly described on Exhibit B attached to this Agreement ("Redwood's Property").
- B. In return for Redwood providing certain public improvements to the Middle School, Olentangy is willing to grant an easement to Redwood from the Redwood Property east to Liberty Road. This easement is in an area not need for school purposes.
- C. Redwood and Olentangy desire to enter into this Agreement to create an easement over Olentangy's Property to benefit Redwood's Property.

**AGREEMENT**

For valuable consideration, the receipt and sufficiency of which is acknowledged, Redwood and Olentangy agree as follows:

- 1) **Grant of Easements.** Olentangy grants and conveys to Redwood a perpetual, non-exclusive easement over, across, along and through that portion of Olentangy's Property for the sole purpose of ingress and egress of emergency vehicles to and from Redwood's Property ("Easement Area"). The easement granted herein shall not be used for any other purpose.
- 2) **Location of Easement Area.** The location of the Easement Area over Olentangy's Property is as shown on the drawing on **Exhibit C-1** attached to this Agreement and is legally described on **Exhibit C-2** attached to this Agreement.
- 3) **Use of the Easement Area.** As reasonably requested by Olentangy and/or required by local emergency service providers, Redwood shall install at Redwood's sole cost and expense, both on its own property and on Olentangy's Property, gates, bollards and signage ("Easement Area Improvements") to indicate that the driveway in the Easement Area is to be used only by emergency vehicles, and to deter other traffic from using the driveway for access to either property. Signs may read "Not an Exit — Emergency Vehicles Only" or similar language.
  - a) Redwood shall use all commercially reasonable efforts to minimize interference with the use and occupancy of Olentangy's Property by Olentangy during Redwood's work to install the Easement Area Improvements. Redwood shall use its best efforts to protect trees and minimize any damage to the Easement Area and/or surrounding areas. As soon as practicable after installing these improvements, Redwood shall at its own cost, remedy any damage occurring on Olentangy's Property. Specifically, Redwood shall, at its sole expense, restore Olentangy's Property to its prior existing condition. This shall include without limitation returning the Easement Area to its former grade and condition, restoring any trees, landscaping, driveways or pedestrian paths to a condition substantially equal to the condition existing prior to Redwood's entry onto or use of the Easement Area or property adjacent to it.
  - b) Olentangy shall maintain, repair and replace (as needed) the paved areas in the Easement Area that exist as of the creation of this Agreement for the operation of the Middle School. Olentangy has no responsibility to maintain, repair or replace any gates, bollards and signage in connection with this Agreement except as it may choose to exercise its rights under section 3.e. below. The area of Olentangy's obligations is as shown on cross-hatched **Subarea A** on **Exhibit C-1**.
  - c) Redwood shall maintain, repair and replace (as needed) all other paved areas in the Easement Area, including the gates, bollards and signage located on each party's property, so as to keep such improvements and signage in good, safe condition and repair. The area of Redwood's obligations hereunder is as shown on cross-hatched **Subarea B** on **Exhibit C-1**. These obligations shall be subject to the conditions in section 3.a. of this Agreement.
  - d) As to snow plowing and removal, Olentangy shall be primarily responsible for **Subarea A** and Redwood shall be solely responsible for **Subarea B**, provided,

- however, Redwood shall have the right and obligation to plow and remove snow from **Subarea A** if school is not in session at the Middle School for any reason.
- e) To the extent one party fails to so maintain, repair and/or replace its improvements and signage, the other party shall provide written notice and thirty (30) days to cure, after which the notifying party will have the right to perform such work, and the party failing to do so will reimburse the performing party within thirty (30) days after receiving an invoice for such work.
  - f) Redwood represents and warrants that it has, and shall maintain, a policy of insurance covering its work to construct, and install the Easement Area Improvements. Redwood shall name Olentangy as an additional insured on its policy of insurance.
- 4) **Term.** The Easement granted under this Agreement will be effective as of the date this Agreement is recorded by Redwood, and it will be perpetual.
  - 5) **Compliance with Laws.** Redwood and Olentangy shall comply at all times with all laws, statutes, ordinances, rules and regulations now or hereafter in effect regarding the Easement Area.
  - 6) **Liens.** Neither party will permit any claim, lien or other encumbrance arising out of this Agreement to accrue against or attach to the other party's property.
  - 7) **Covenants Running With the Land.** The easements and covenants set forth in this Agreement will be covenants and easements running with the land, and will be binding upon and will run with Olentangy's Property and Redwood's Property and will inure to the benefit of and be binding upon Redwood's and Olentangy's respective successors and assigns.
  - 8) **No Public Right.** The easement established under this Agreement will be for the benefit of and be restricted solely to the entities indicated and their successors and assigns. Nothing in this Agreement is intended to create nor shall it be construed as creating any express or implied easement, dedication or any other rights in or for the benefit of the general public.
  - 9) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.
  - 10) **Exhibits.** The exhibits attached to this Agreement are incorporated herein by this reference.

List of Exhibits:

**Exhibit A** - Legal Description of Olentangy's Property  
**Exhibit B** - Legal Description of Redwood's Property

**Exhibit C-1 – Drawing of Easement Area over Olentangy's Property (Cross-hatched to show Subarea A and Subarea B)**

**Exhibit C-2 – Legal Description of Easement Area over Olentangy's Property**

Redwood USA LLC, an Ohio limited liability  
company

By



David Curwill, Authorized manager  
Printed Name and Title

Board of Education of the Olentangy Local  
School District

By



Kevin O'Brien, President  
Printed Name and Title



State of Ohio,  
County of Cuyahoga, ss.:

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of November, 2019, by David Council, the Authorized Manager of Redwood USA LLC, an Ohio limited liability company, who acknowledged that the signing of the foregoing Easement Agreement was his/her and its voluntary act and deed.

In testimony thereof, I have hereunto affixed my hand and official seal on the date above written.



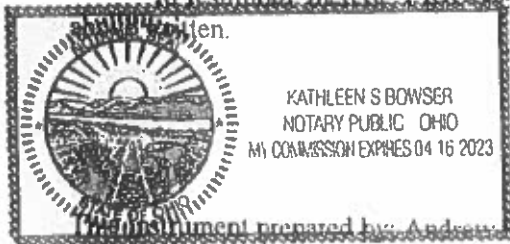
**Justin T. Smith**  
Notary Public, State of Ohio  
My Commission Expires  
April 10, 2024

[Signature]  
Notary Public

State of Ohio,  
County of Delaware, ss.:

Sworn to before me and subscribed in my presence this 12<sup>th</sup> day of December, 2019, by Kerrie O'Brien, the President of the Olentangy Local School District Board of Education, who acknowledged that the signing of the foregoing Easement Agreement was his/her and its voluntary act and deed.

In testimony thereof, I have hereunto affixed my hand and official seal on the date



KATHLEEN S BOWSER  
NOTARY PUBLIC OHIO  
MY COMMISSION EXPIRES 04 16 2023

[Signature]  
Notary Public

This instrument prepared by: Andrew S. Wecker, Esq., Manos, Martin & Pergram Co., LPA,  
50 North Sandusky Street, Delaware, Ohio 43015-1926. 740-363-1313

**Exhibit C. Development Plan**



#### **D. TIF Areas**

1. There will be approximately twelve (12) acres, closest to Home Road except for the private north-south road along the east portion of the Property, for assisted living facility, skilled nursing facility, memory care facility, medical or medical related offices, professional offices, general offices, and/or similar facility (the "Commercial Area").
2. The balance of the Property will be multi-family/apartments, which the Developer currently plans to develop over three (3) phases.
3. The first TIF Area will include the Commercial Area and Phases 1 and 2 of the multi-family/apartments, a total of 175 apartments ("TIF 1").
4. The second TIF Area will be comprised of Phase 3 of the multi-family/apartments, 156 apartments ("TIF 2").
5. Each TIF Area shall be exempt from taxation for a period commencing with respect to each TIF Area in the earlier of (i) the first tax year for which Improvements of at least \$5,000,000 in assessed value (e.g., 35% of true value) resulting from the completion of construction of new structure(s) on that TIF Area first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2022 as to TIF Area 1, and tax year 2027 as to TIF Area 2 (the earlier of (i) or (ii) being the "Commencement Date"), and ending on the earlier of the end of the ninth year after the year of such Commencement Date or the date on which the City can no longer require service payments in lieu of taxes (PILOTS), all in accordance with and as provided in the Ohio Revised Code as to tax increment financing, the Resolution and the TIF Agreement (the "TIF Exemption" and each tax year a Parcel is exempt pursuant to the Resolution an "Exemption Year").

### **E. List of Improvements**

1. Secondary emergency access and barrier/bollards on property owned by the Board of Education of the Olentangy Local School District (“Olentangy Board of Education”) and commonly known as Olentangy Liberty Middle School, 7940 Liberty Road, Powell, OH 43065 (“Middle School”), with an ingress/egress easement to any local first responders. Estimated total cost: **\$750,000.00**
2. Twelve inch (12”) sanitary sewer line extension of approximately 1,075 feet from an existing manhole located 44 feet north of Home Road approximately 725 feet east of the northeast corner of the property to be annexed. Estimated total cost: **\$200,000.00**
3. On Home Road, an eastbound right-hand turn lane into the property to be annexed and a center turn lane. Estimated total cost: **\$250,000.00**
4. Total estimated costs for items 1-3: **\$1,200,000.00**