

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made this \_\_\_\_\_ day of November, 2010 in Columbus, Franklin County, Ohio, between the City of Gahanna, an Ohio municipal corporation ("Gahanna"), 200 South Hamilton Road, Gahanna, Ohio 43230, and McDonald's USA, LLC ("McDonald's"), P.O. Box 182571, Columbus, Ohio 43218-2571, together with their respective subsidiaries, assigns, successors-in-interest, insurers, reinsurers, officers and directors, on the latter date of execution by both parties.

WHEREAS, McDonald's is the record owner of a certain parcel of real property ("the Real Property"), located at 110 N. Hamilton Road, Gahanna, Ohio 43230, and consisting of 1.1188± acres of land, located in the City of Gahanna, which is further described on the attached Exhibit A. The parcel is also depicted on the map attached hereto as Exhibit B, and marked as "McDonald's Corporation, FNA, Franchise Reality [sic] Interstate Corporation, Commercial, 025-003844-00, 110 N. Hamilton Rd."; and

WHEREAS, McDonald's knows of no transfers of any interest in the Real Property that would affect its ability to properly and lawfully transfer ownership of the Real Property; and

WHEREAS, McDonald's is not aware of any other owner of any interest in the Real Property except those identified as Defendants in the case; and

WHEREAS, Gahanna seeks to appropriate a temporary construction easement for the purpose of widening the intersection of Hamilton Road and Granville Street in Gahanna, Franklin County, Ohio; and

WHEREAS, the City Council of Gahanna duly adopted Statutory Resolution No. SR-0026-2009 on October 19, 2009, by which the City Council declared the necessity and intent to appropriate a temporary easement ("Parcel 10-T") interest in the Real Property. A true and

**EXHIBIT A**

accurate copy of Statutory Resolution No. 0026-2009 is attached as Exhibit C. A true and accurate copy of the description of Parcel 10-T is attached as Exhibits D; and

WHEREAS, Gahanna notified McDonald's of its intent to appropriate the Real Property, and provided it with a copy of the appraisal of the value of the property; and

WHEREAS, the Franklin County Treasurer claims a first lien on the Real Property for all tax certificates, taxes, assessments, penalties, interest, and charges plus court costs, if any, on the Real Property, including those portions described as Parcel 10-T; and

WHEREAS, the appraised value was determined to be \$685.00; and

WHEREAS, the City Council of Gahanna duly adopted Ordinance No. ORD-0036-2010 on March 1, 2010, which appropriated temporary construction easement in Parcel 10-T. A copy of Ordinance No. ORD-0036-2010 is attached hereto as Exhibit E; and

WHEREAS, after Gahanna filed a Complaint for appropriation, the parties negotiated for Gahanna to pay McDonald's an additional \$500.00 for the temporary construction easement being acquired, such sum being full and final payment for that interest; and

WHEREAS, McDonald's now desires to transfer the Real Property, acknowledging that the purpose of the transfer of Parcel 10-T (easement) is to support construction activity related to the widening of the intersection at Hamilton Road and Granville Street in Gahanna, Ohio; and

WHEREAS, McDonald's agrees that the payment by Gahanna of the additional \$500.00 will settle the appropriation action and will conclude the transfer of the temporary construction easement interest from McDonald's to Gahanna; and

WHEREAS, the parties agree and understand that the proposed resolution of the dispute must be approved by the City Council of Gahanna.

IT IS ACCORDINGLY AGREED AS FOLLOWS:

1. Gahanna will pay McDonald's the additional sum of \$500.00 within 30 days of the final execution of this Agreement by all of the parties.
2. Upon payment of the \$500.00 by Gahanna, McDonald's shall provide Gahanna rights of access and use in the temporary construction easement described in Parcel 10-T.
3. Gahanna shall prepare and have executed by the parties a Final Judgment Entry to be filed with the Common Pleas Court of Franklin County, memorializing this Agreement by the parties transferring ownership in Parcel 10-T to Gahanna and dismissing the Complaint for Appropriation of Real Property filed by Gahanna on March 16, 2009.
4. McDonald's is responsible to make application to the Court for the withdrawal of \$685.00, which application Gahanna will not oppose.
5. All parties to this Agreement have had the opportunity to consult with counsel about the meaning and implications of the Agreement.
6. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, warranties, and representations made by either party to the other concerning the subject matter. No promises or inducements by either shall be valid unless set forth herein. This Agreement may be modified only by a written document signed by each of the parties. No waiver of this Agreement or any of its terms shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.
7. By executing this Agreement the parties represent to each other that they possess the requisite authority to bind themselves and their principals to this Agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**CITY OF GAHANNA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Per Resolution No. \_\_\_\_\_

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