

July 14, 2000

John McKenzie, Headmaster
Columbus Academy Schools
4300 Cherry Bottom Road
Gahanna, Ohio 43230

RE: Waterline Easement Acquisition
Cherry Bottom Roadway Improvement

Dear Mr. McKenzie,

This letter shall formalize the easement acquisition by the City of Gahanna (City) over properties currently held by the Columbus Academy Schools (Academy). As you are aware the acquisition of a water line easement by the City was necessary to complete a much needed water line installation along Cherry Bottom Road. The City and the Academy agreed upon terms for the acquisition. The purpose of this letter is to further memorialize those terms.

The easement acquisition contained approximately 2.7 acres. In consideration of granting an easement to the City to place, maintain and repair a water line adjacent to Cherry Bottom Road, the Academy has agreed to accept compensation in the amount of twenty-thousand dollars (\$20,000.00). The City has agreed to install an 8-inch tee end valve to be placed on the water line. Both parties have agreed the tee end valve will be used, if at all, exclusively for fire protection purposes. Actual location of the valve will be coordinated with the Academy during the design phase of the project. The City has further agreed to waive all increased capacity assessments associated with installation of the 8-inch connection.

I believe the above terms accurately reflect our agreement. Should these terms be consistent with your understanding, please sign this acceptance statement below and return it to me in the enclosed self addressed stamped envelope.

Sincerely yours,

Mayor, City of Gahanna

EXHIBIT A

Acceptance as to terms:

John McKenzie, Headmaster
Columbus Academy Schools

PERPETUAL EASEMENT FOR UTILITY PURPOSES

KNOW ALL MEN BY THESE PRESENTS, COLUMBUS ACADEMY SCHOOLS (hereinafter Grantor), in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) and for other good and valuable considerations to be paid by the CITY OF GAHANNA, Ohio (hereinafter Grantee), the receipt of which is hereby acknowledged, does hereby grant and release to the Grantee, its successors and assigns, a perpetual nonexclusive right in, through, over and under the real estate described and attached in Exhibit A and Exhibit B for the purpose of constructing, installing, operating, maintaining, inspecting, repairing removing, renewing and replacing a waterline and associated appurtenances thereto together with the right of access to easement areas for said purposes. Exhibit A and Exhibit B are attached and fully incorporated herein.

SEE ATTACHED EXHIBIT A AND EXHIBIT B

TO HAVE AND TO HOLD said premises unto said Grantee, its successors and assigns, for the uses and purposes mentioned above. In witness whereof, John McKenzie, Headmaster, Columbus Academy Schools have hereunto set its hand on this

_____ day of _____, 2000.

BY:

John McKenzie, Headmaster ,Columbus Academy Schools

Signed and acknowledged in the presence of :

STATE OF OHIO

County of Franklin

BE IT REMEMBERED, that on this _____ day of _____, 2000 before me, a Notary Public for the State of Ohio, personally came the above named John McKenzie, Headmaster, Columbus Academy S Grantor in the foregoing instrument, who acknowledged the signing of the same to be its voluntary act and c the use and purposes herein before mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the of July, 2000.

Notary Public:

My Commission Expires: