

AGREEMENT FOR GRANT OF ACCESS EASEMENT

THIS AGREEMENT FOR GRANT OF ACCESS EASEMENT (this “**Agreement**”) is made to be effective as of the last date of signature below (the “**Effective Date**”) by and between **THE CITY OF GAHANNA**, an Ohio municipal corporation (“**Gahanna**”) and **M/I HOMES OF CENTRAL OHIO, LLC**, an Ohio limited liability company (“**M/I**”).

W I T N E S S E T H:

WHEREAS, Gahanna is the owner of certain real property located in Franklin County, Ohio as more particularly known as of the Effective Date as Franklin County Auditor’s Tax Parcel Number 027-000077-00 (the “**Gahanna Property**”); and

WHEREAS, M/I is the owner of certain adjacent real property known as of the Effective Date as Franklin County Auditor’s Tax Parcel Number 170-004180-00 (the “**M/I Property**”); and

WHEREAS, in connection with M/I’s development of the M/I Property, M/I has requested Gahanna grant to M/I an easement over that portion of the Gahanna Property as more particularly described on **Exhibit A** and depicted as 0.058 Acre on **Exhibit B**, both attached hereto and made a part hereof, for the purposes of pedestrian ingress and egress and constructing, installing, maintaining, inspecting, and repairing a pedestrian trail (the “**Easement**”); and

WHEREAS, Gahanna agrees to grant the Easement pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Simultaneous with the execution of this Agreement, Gahanna shall grant to M/I the Easement by executing and delivering to M/I the **Easement Agreement** attached hereto as **Exhibit C** and made a part hereto by this reference, or in a form substantially similar thereto, together with any other ancillary documents as may be required to effectuate and record the Easement in the public records of Franklin County (the “**Easement Documents**”). Gahanna further agrees to take any formal municipal action, if any, to approve and grant the Easement.
2. **Consideration.** In consideration of Gahanna’s grant of the Easement, M/I agrees to pay to Gahanna the amount of one hundred fifty thousand and 00/100 Dollars (\$150,000.00). M/I shall pay such amount not later than five (5) business days following M/I’s receipt of the Easement Documents.
3. **Release of Claims.** Gahanna does hereby fully and forever release M/I from any and all claims, complaints, demands, and causes of action of every kind and nature whatsoever in law or in equity that were raised or could have been raised in connection with M/I’s prior use and/or occupation of the lands described in **Exhibit A**; but in no event does Gahanna waive any of its future rights set forth in the Easement Documents.

4. Incorporation of Recitals and Defined Terms. The recitals portion of this Agreement as set forth above are true and accurate and hereby incorporated by this reference as if such were here set forth. Capitalized terms as defined throughout this Agreement shall have the meanings set out therein.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein. There are no oral representations, agreements or promises made by M/I that are not set forth in this Agreement.
6. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts (including, without limitation, facsimile and electronic (e.g., PDF) counterparts) as may be convenient or necessary, and the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

GAHANNA

THE CITY OF GAHANNA,
an Ohio municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

M/I

M/I HOMES OF CENTRAL OHIO, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
(Legal Description of Easement)

ACCESS EASEMENT
0.058 ACRE

Situated in the State of Ohio, County of Franklin, City of Gahanna, in Quarter Township 1, Township 1, Range 16, United States Military Lands, being on, over, and across Reserve "F" of the subdivision entitled "Village at Hannah Farms Phase 1", of record in Plat Book 110, Page 95, said Reserve "F" being conveyed to City of Gahanna, Ohio by deed of record in Instrument Number 200709270169844 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the southwesterly corner of said "Reserve F", the northwesterly corner of "Reserve D" of the subdivision entitled "Weldon Phase 1", of record in Plat Book 124, Page 32, in the easterly line of that 2 acre tract conveyed to Karen L. Laparo by deed of record in Instrument Number 201210100152190;

Thence South $86^{\circ} 12' 28''$ East, with the northerly line of said Reserve "D", a distance of 151.76 feet to the TRUE POINT OF BEGINNING for this description;

Thence crossing said "Reserve F" the following courses and distances:

North $17^{\circ} 10' 03''$ East, a distance of 15.89 feet to a point;

North $03^{\circ} 50' 26''$ East, a distance of 56.33 feet to a point;

North $16^{\circ} 41' 30''$ West, a distance of 52.77 feet to a point;

South $83^{\circ} 50' 19''$ East, a distance of 3.43 feet to a point of curvature to the left;

with the arc of said curve, having a central angle of $32^{\circ} 49' 02''$, a radius of 30.00 feet, an arc length of 17.18 feet, a chord bearing of North $79^{\circ} 45' 20''$ East and chord distance of 16.95 feet to a point;

South $16^{\circ} 41' 30''$ East, a distance of 53.16 feet to a point;

South $03^{\circ} 50' 26''$ West, a distance of 62.29 feet to a point; and

South $17^{\circ} 10' 03''$ West, a distance of 13.47 feet to a point in the northerly line of said Reserve "D";

Thence North $86^{\circ} 12' 28''$ West, with said northerly line, a distance of 20.56 feet to the TRUE POINT OF BEGINNING, containing 0.058 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A. Kirk

Matthew A. Kirk
Professional Surveyor No. 7865

7 MAY 13

Date

MAK:bk
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Exhibit B
(Legal Description of Easement)

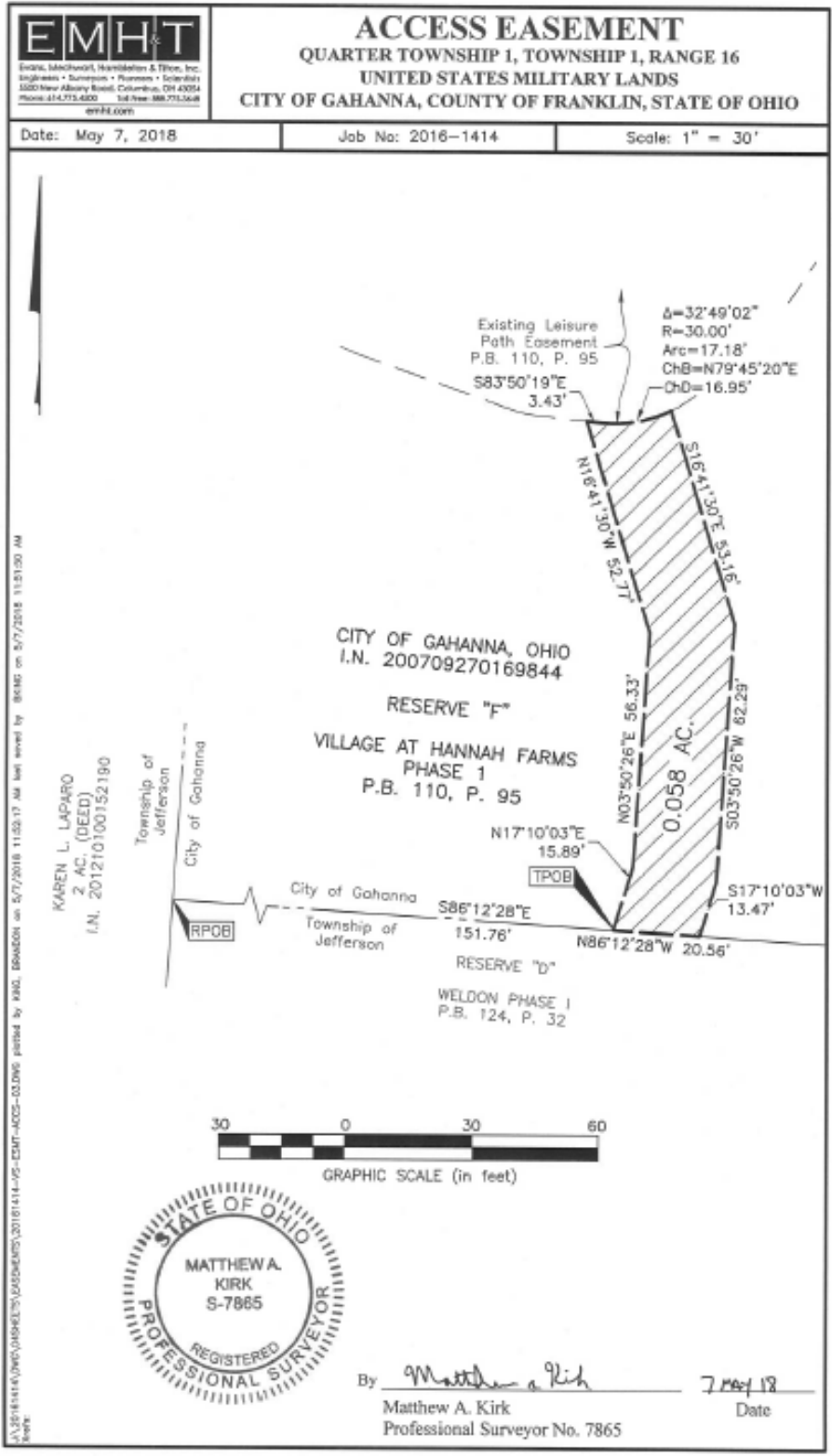


Exhibit C
(Form of Easement)

ATTACH ONCE FINAL

[Signature and Exhibit pages and intentionally omitted from Exhibit C – Form of Easement]