

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that The City of Gahanna, an Ohio Municipal corporation ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it paid by MJM Investments Co ("Grantee"), the receipt of which is hereby acknowledged, does hereby grant and release to Grantee, its successors and assigns, forever, a non-exclusive easement as an access road for vehicular ingress and egress and parking over and upon the following described real estate (the ingress-egress and parking easement) SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF'

This easement is an appurtenant right and benefit to the real property more particularly described in Exhibit "B", attached hereto and made a part hereof, and shall run with the land.

The rights granted herein shall not be construed to interfere with or restrict the use of the Easement Premises by Grantor, its successors and assigns, for any purpose not inconsistent with the easement rights granted herein to Grantee, except that the Grantor, its successors and assigns, forever, shall not construct any building or other structural improvement within the Easement Premises.

Grantee shall indemnify and hold harmless Grantor, its successors and assigns, from and against any liability, loss, cost, expense or damage (including, by way of example but not limitation attorneys' fees) that arise, directly or indirectly, from the exercise by Grantee of the easement rights granted herein. The Grantee further agrees to maintain the pavement on the easement.

Grantor agrees not to obstruct or interfere in any material way with the free flow of vehicular traffic over the Easement Premises, except to the extent necessary for repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights therein.

TO HAVE AND TO HOLD said premises unto said Grantee, its successors and assigns, for the uses and purposes herein mentioned.

IN WITNESS WHEREOF, Grantor hereby covenants with the Grantee that it is the lawful owner of the above described real estate that is lawfully seized of the same in fee simple and has good, right and full power to make this grant, have hereunto set its hand this _____ day of _____, 2008.

Grantor:

City of Gahanna

By: _____

Rebecca W. Stinchcomb, Mayor

As authorized by Ordinance _____

Which has an effective date of _____

STATE OF OHIO)ss:

COUNTY OF FRANKLIN)

BE IT REMEMBERED, that on this _____ day of _____, 2008, before me, the subscriber, a Notary Public in and for the said State, personally came the above named _____ of The City of Gahanna, an Ohio Municipal Corporation who acknowledged the signing of this instrument to be _____ voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on this day and year last aforesaid.

Notary Public, State of Ohio
My Commission Expires

This Instrument Prepared By: the City of Gahanna