

TRANSFER

NOT NECESSARY

FEB 09 2012

CONVEYANCE TAX  
EXEMPT

P

BD

CLARENCE E. MINGO II

AUDITOR

FRANKLIN COUNTY, OHIO

CLARENCE E. MINGO II

FRANKLIN COUNTY AUDITOR



201202090018657

Pgs: 4 \$44.00 T20120009292

02/09/2012 10:40AM MEPISABEL L S

Daphne Hawk

Franklin County Recorder

## DEED OF EASEMENT

This Deed of Easement is made and entered into this 11th day of May, 1994, by and between ROBIN RUHL, hereinafter referred to as "Grantor" and the CITY OF GAHANNA, hereinafter referred to as "Grantee".

WHEREAS, the Grantee is an Ohio Municipal Corporation who is the assignee of the Gahanna Community Improvement Corporation ("CIC") a non-profit corporation whose purpose is the general improvement of the Gahanna communities; and

WHEREAS, the Grantor is the owner in fee-simple of certain real property in the City of Gahanna, Franklin County, Ohio, referred to as the Riverside Building, hereinafter referred to as "the Premises"; and

WHEREAS, the CIC, as an inducement to Grantor to purchase and renovate the Premises, agreed to the payment of Fifteen Thousand Dollars and no/100 (\$15,000) to the Grantor for use by him to renovate the exterior on the Premises more fully described herein; and

WHEREAS, Grantor has completed all renovations and improvements to the Premises in compliance with all requirements of the CIC and the Gahanna Design and review Board; and

WHEREAS, pursuant to previous agreement of the parties, the CIC approved Signatures Delicafe, Inc. as an acceptable tenant in the Premises; and

WHEREAS, the Grantor has no intention or desire to file for a tax deduction for such grant of easement under Section 170(b) (f) and (h) of the Internal Revenue Code of 1986 as amended; and

WHEREAS, the agreement of the parties was to the grant of a limited restrictive easement for the consideration of Fifteen Thousand Dollars and no/100 (\$15,000.00) and such agreement has not been reduced to writing; and

WHEREAS, the CIC has assigned its right to an easement to grantee; and

WHEREAS, the parties now desire to reduce the entire agreement to writing, make payment and grant said easement,

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

1. Payment. Grantee contemporaneously with the execution of this Agreement and Grant of Easement, shall tender payment to Grantor in the amount of Fifteen thousand Dollars and no/100 (\$15,000.00).

Return to:

Isobel L. Sherwood  
Clerk of Council  
City of Gahanna  
200 S. Hamilton Rd.  
Gahanna Oh 43230

1

EXHIBIT A

2. Easement. Grantor hereby irrevocably grants and conveys to the Grantee, its successors and assigns, a perpetual easement (the "easement") in and to that certain real property and the exterior surfaces on the northern and western exposures only located adjacent to Granville Street in the incorporated Village of Gahanna of the Building located thereon, owned by Grantor, commonly known as 53 Granville Street, Gahanna, Ohio, and more particularly described as:

Situated in the County of Franklin, in the State of Ohio, and in the Village of Gahanna, beginning at an iron stake on section line 20 rods and 9 links west from an iron stake on corner of High Street and Granville Street in the incorporated Village of Gahanna, running thence south 4 degrees west 5 rods and 3 links; thence west 4 rods 16 links to the center of Big Walnut Creek; thence north with the center of said Creek 5 rods, 3 links north to section line; thence east to said section line 4 rods and 16 links to the place of beginning, containing 24 and 4 twenty-fifths (4 4/25) rods, and being a parcel of Lot Number Ninety-eight (98) as the same is recorded in Record of Plats Volume 3, Page 213 and 214, Recorder's Office, Franklin County, Ohio.

The easement shall be limited to a right of approval by the Grantee to any substantial change to the physical appearance of the exterior surfaces of the northern and western exposures only, including but not limited to materials changes, physical appearance, paint and/or stain color, signage, and exterior window treatment. The Grantee shall have the right to disapprove any business to be located on the premises which is not consistent with the nature of the structure of the building or with the surrounding businesses. Examples of businesses which may be disapproved are, but are not limited to, game rooms, adult media stores, pawn shops, shops selling primarily alcoholic beverages and snack foods. Such approval shall not be unreasonably withheld. Such easement, of the character and nature as described herein, shall constitute a binding servitude upon said Premises of Grantor, and to that end, Grantor covenants on behalf of himself, his heirs, successors and assigns, with Grantee, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Premises each stipulation stated in the easement. This easement shall not be assignable by Grantee.

3. Recording. Grantee shall do and perform, at its own cost and expense, all acts necessary to the prompt recording of this instrument in the Land Records of Franklin County, Ohio. The Easement shall become effective only upon recording in the Land Records of Franklin County, Ohio.

4. Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued ownership or use of the Premises and necessitate extinguishment of the Easement. Such a change in conditions includes, but is not limited to, partial or total destruction of the Building or the facades resulting from a casualty of substantial magnitude requiring demolition of the Premises. In such event, Grantee shall be entitled to share in the net

proceeds resulting of the extinguishment in the amount of Fifteen Thousand Dollars and no/100 (\$15,000.00). Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds of sale in lieu of condemnation, and proceeds of the sale or exchange by Grantor of any portion of the Premises after the extinguishment.

5. **Notices.** Any notices which either Grantor or Grantee may desire or which is required to be given to the other party shall be in writing and shall be mailed postage pre-paid by registered or certified mail with return receipt requested, or hand delivered as follows:

If to Grantee:

Office of the Mayor  
City of Gahanna  
200 South Hamilton Road  
Gahanna, Ohio 43230

If to Grantor:

Robin Ruhl  
6820 Maxwelton Court  
Columbus, Ohio 43235

Each party may change its address set forth herein by a notice to such effect to the other party. Any notice, consent, approval, agreement, or amendment permitted or required of Grantee under the Easement may be given by the Mayor or by any duly authorized representative of the Grantee.

6. **Controlling Law.** This Agreement of Easement shall be interpreted by and construed in accordance with the laws of the State of Ohio.

7. **Entire Agreement.** This instrument reflects the entire agreement of the Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, or representations are null and void upon execution hereof, unless set-out in this Agreement.

IN WITNESS WHEREOF, on the date first shown above, Grantor has caused this Easement to be executed, sealed and delivered; and Grantee has caused this instrument to be accepted, sealed, and executed in its corporate name by its Mayor and attested by its Secretary.

GRANTOR:

Valerie L. Lawler

Patricia S. Ironman

Robin Ruhl

Robin Ruhl

GRANTEE:

CITY OF GAHANNA, OHIO

By: JAMES F. M. Mayor

Its: Mayor

Patricia S. Fromer  
Valerie L.awles

STATE OF OHIO,  
COUNTY OF Franklin, ss.

Before me, a Notary Public in and for the said county and state, personally appeared Robin Ruhl, who acknowledged the signing of the foregoing instrument to be his free act and deed for the uses and purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the 11 day of May, 1994.

Sharon M. Scholl  
Notary Public



SHARON M. SCHOLL  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 4, 1996