



**Partial Assignment of Easement
(Sanitary Sewer)**

Whereas, the City of Gahanna, Ohio, a municipal corporation, (the "City") is the Grantee under a certain Deed of Easement, Instrument Number 199912090303610, Franklin County, Ohio, Recorder's Office, (the "Deed of Easement") permitting the construction, operation and maintenance of sanitary sewer utility lines and appurtenances thereto in and upon certain real property as described therein; and

Whereas, The New Albany Company LLC, a Delaware limited liability company, ("NACO") desires access to a portion of the above easement as described herein for the purpose of constructing a sanitary sewer line servicing property generally known as tax parcel number 170-001282 in the office of the Auditor of Franklin County, Ohio (the "Monro Property"); and

Whereas, Monro Muffler Brake, Inc., a New York corporation, ("Monro") desires access to a portion of the above easement as described herein for the purpose of maintaining, repairing and operating a sanitary sewer line servicing the Monro Property.

Now, Therefore, Know All Men By These Presents That the City, for One Dollar (\$1.00) and other good and valuable consideration, hereby assigns to NACO the right to enter upon the real property described in the legal description and drawing attached hereto as Exhibit A (the "Easement Area"), for the purpose of constructing sanitary sewer utility lines and appurtenances thereto as specified herein (the "Improvements") and further assigns to Monro the right to enter upon the Easement Area for the purpose of maintaining, repairing and operating the Improvements, all in accordance with the Deed of Easement.

This assignment is exclusive to NACO and Monro and shall be limited to the construction, maintenance and operation of sanitary sewer utility lines and appurtenances thereto servicing only the Monro Property. The City shall retain all other rights to the Easement Area not inconsistent with this Partial Assignment. The construction of the Improvements shall be at the sole cost and expense of NACO. The maintenance, repair and operation of the Improvements shall be at the sole cost and expense of Monro. By exercising any rights under this assignment, NACO accepts all responsibilities of the City under the Deed of Easement relating to the construction of the Improvements within the Easement Area and shall indemnify, defend and hold harmless the City and Monro against any and all claims of whatever nature arising from or relating to the construction of the Improvements or NACO's entry onto the Easement Area. By exercising any rights under this assignment, Monro accepts all responsibilities of the City under the Deed of Easement relating to the maintenance, repair and operation of the Improvements within the Easement Area and shall indemnify, defend and hold harmless the City against any and all claims of whatever nature arising from or relating to the maintenance and operation of the Improvements or Monro's entry onto the Easement Area.

This Assignment shall be perpetual and binding upon the City's, NACO's and Monro's successors and assigns provided, however, that (i) the assignment to NACO shall terminate upon the completion of the initial construction of the Improvements, and (ii) in the event sanitary sewer utility service is provided to the Monro Property by means of a "gravity line" or other method which renders the Improvements obsolete or unnecessary, then this assignment shall automatically terminate as to Monro at such time as the Monro Property is connected to such alternative sanitary sewer service.

4802634
JK-C

Stewart Title Agency
of Columbus Box

CONVEYANCE TAX
EXEMPT
PK
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

TRANSFERRED
NOT NECESSARY
JUL 21 2000
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

EXHIBIT A

In Witness Whereof, the City of Gahanna, by its duly authorized officer, has caused this Partial Assignment to be executed and subscribed this 12 day of July, 2000.

Signed in the Presence of

Thomas Leiber

Signature of Witness #1
Print Name: Thomas Leiber

Tricia Leach
Signature of Witness #2
Print Name: Tricia Leach

City of Gahanna, Ohio,
a municipal corporation

By: James D. McCreary

Title: Mayor

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Be it Remembered, that on this 12th day of July, 2000, the foregoing Partial Assignment was acknowledged before me by James D. McCreary the Mayor, of the City of Gahanna, Ohio, on behalf of the City of Gahanna.



TRICIA L. LEACH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 9, 2002

Tricia L. Leach
Notary Public

In Witness Whereof, The New Albany Company, LLC, by its duly authorized officer, has caused this Partial Assignment to be executed and subscribed this 12th day of July, 2000.

Signed in the Presence of

Lisa J. Dinger
Signature of Witness #1
Print Name: Lisa J. Dinger

Phyllis Podkin
Signature of Witness #2
Print Name: Phyllis Podkin

The New Albany Company, LLC
a Delaware limited liability company.

By: Brent Bradbury

Title: Asst. Treasurer

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

Be it Remembered, that on this 12th day of July, 2000, the foregoing Partial Assignment was acknowledged before me by Brent Bradbury, the Asst. Treasurer, of The New Albany Company, LLC, on behalf of The New Albany Company, LLC.



LISA J. DINGER
Notary Public, State of Ohio
My Commission Expires
9-26-2001

Lisa J. Dinger
Notary Public

In Witness Whereof, Monro Muffler Brake, Inc., by its duly authorized officer, has caused this Partial Assignment to be executed and subscribed this ____ day of _____, 2000.

Signed in the Presence of

Monro Muffler Brake, Inc.
a New York corporation.

Signature of Witness #1

Print Name: C. W. Abbott

By: [Signature]

Title: VP REAL ESTATE

Signature of Witness #2

Print Name: Mark Donahoe

STATE OF NY
COUNTY OF Monroe, SS:

Be it Remembered, that on this 17 day of July, 2000, the foregoing Partial Assignment was acknowledged before me by Thomas ASPENKITA the VP Real Estate, of Monro Muffler Brake, Inc. on behalf of Monro Muffler Brake, Inc..

GARY M. FARROTTA
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires May 1, 2001

[Signature]
Notary Public

Prepared under the
Direction of:
The New Albany Company LLC
6525 W. Campus Oval, Suite 100
New Albany, Ohio 43054
(614)939-8000



**SANITARY SEWER EASEMENT
0.131 ACRE**

Situated in the State of Ohio, County of Franklin, Township of Jefferson, Quarter Township 2, Township 1, Range 16, and being out of that parcel of land as conveyed to Polo Club Villas of record in Condo Plat Book 65, Pages 58-72, (all deed references refer to records of the Recorder's Office, Franklin County, Ohio) and described as follows:

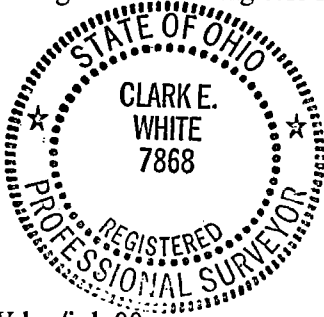
Beginning in the southerly right-of-way of Morse Road at the northwesterly corner of said Polo Club Villas tract;

thence South 86° 34' 28" East, with said southerly right-of-way line, being the northerly line of Grantor's tract, a distance of 26.62 feet to a point;

thence South 16° 38' 06" East, across Grantor's tract, a distance of 227.56 feet to a point;

thence North 86° 34' 28" West, across Grantor's tract, a distance of 26.62 feet to a point on the westerly line thereof;

thence North 16° 38' 06" West, with said westerly line, a distance of 227.56 feet to the Point of Beginning and containing 0.131 acres of land, more or less.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Clark E. White 7/10/00
Clark E. White
Registered Surveyor No. 7868

CEW:km/july00

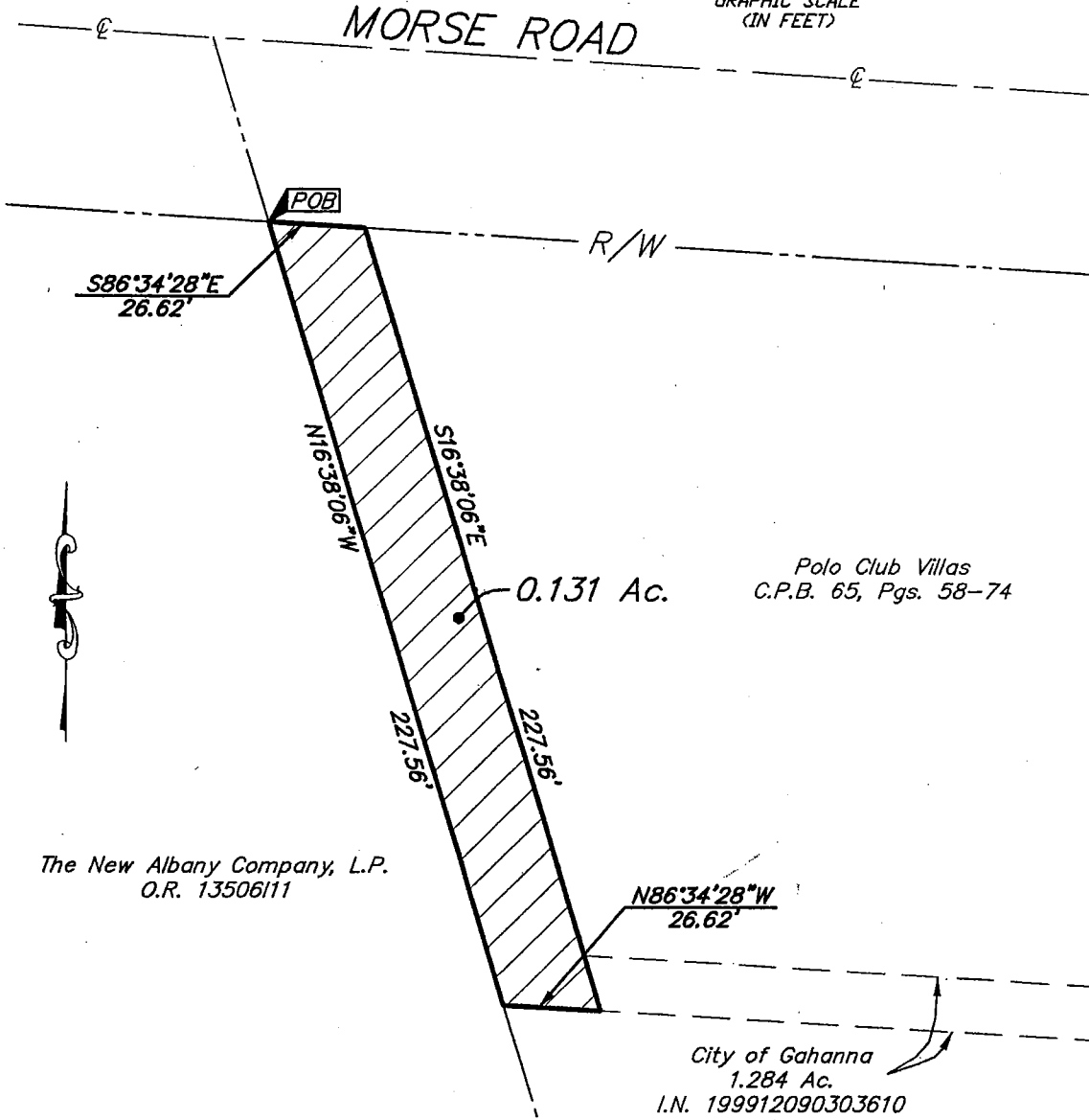
SANITARY SEWER EASEMENT
 LOCATED IN
 QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 16
 UNITED STATES MILITARY LANDS
 JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO

SCALE 1" = 40'

JULY 10, 2000



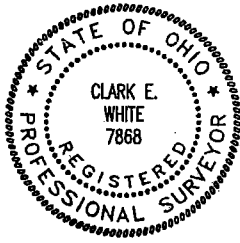
GRAPHIC SCALE
(IN FEET)



The New Albany Company, L.P.
 O.R. 13506111

Polo Club Villas
 C.P.B. 65, Pgs. 58-74

City of Gahanna
 1.284 Ac.
 I.N. 199912090303610



E.M.H.&T. INC.

By *Clark E. White*
 Professional Surveyor No. 7868