

SETTLEMENT AGREEMENT

RECITALS

This Settlement Agreement is entered into this _____ day of _____, 2011, between the City of Gahanna, an Ohio municipal corporation ("Gahanna"), on the one hand, and F.W. Englefield, IV, 6052 Fairmont Road SE, Heath, Ohio 43056, and Benjamin B. Englefield, 2356 Hankinson Road, Granville, Ohio 43023 (collectively "Englefields"), on the other hand.

WHEREAS, on March 16, 2010, Gahanna filed suit to appropriate certain interests in real property located at 407 Granville Street, Gahanna, Ohio 43230 (the "Property"), the title to which was held by Englefields; and

WHEREAS, Englefields filed a request for mediation in the lawsuit styled *City of Gahanna v. F.W. Englefield, IV, et al.*, Case No. 10CVH-03-4180, in the Franklin County Common Pleas Court (the "Lawsuit"); and

WHEREAS, the mediation, conducted on June 13, 2011 (the "Mediation"), resulted in a negotiated resolution to the Lawsuit, which the parties wish to document and reduce to writing.

AGREEMENT

1. Englefields and Gahanna have reached a resolution of the Lawsuit and the dispute between them during the Mediation, which is expressly contingent upon the adoption of the respective pertinent variances described in paragraph 2 by the Board of Zoning Appeals ("BZA"), and of all the terms set forth in the Mediation memorandum dated June 13, 2011, by means of passage of a resolution by the City Council of Gahanna. A copy of the Mediation memorandum is attached hereto as Exhibit 1 and its terms are expressly incorporated herein.

2. In the event Council approves the terms of this Agreement, Gahanna will pay to Englefields the sum of \$220,230, which added to the deposit of \$104,770 results in \$325,000 total monies paid to Englefields for the appropriation of interests in the Property by Gahanna, for purposes of the construction of roadway improvements on Granville Street and Hamilton Road.

3. Gahanna shall pay all court costs of the Lawsuit, and shall pay for the Mediation and any continuations of the Mediation that may become necessary.

4. The payments described in paragraphs 3 and 4 above are all the monies due Englefields by Gahanna for the acquisition of the interests in the Property, including the price for the real estate, any damage to the residue, and any interest.

5. In consideration of the payment by Gahanna to Englefields described in paragraph 3 and the payment of court costs described in paragraph 4, Gahanna will be granted: all right, title and interest in fee simple to the Parcel 2-WD and more fully described on attached Exhibit 2; all right, title and interest to a slope easement to Parcel 2-SL and more fully described in attached Exhibit 3; and a temporary construction easement in Parcel 2-T and more fully described in Exhibit 4 hereto.

6. The transfer of interests in the Property shall be accomplished by Final Agreed Entry, which shall be substantially in the form of the document attached as Exhibit 5 to this Agreement. The Final Agreed Entry shall be filed forthwith upon the payment of the sums set forth in paragraph 2 to Englefields. The Construction Plans referred to in paragraph 10 of the Final Agreed Entry are attached as Exhibit 6.

7. Both Englefields and Gahanna shall bear their own attorneys' fees and expenses, including expert witness fees, incurred in the Lawsuit.

8. The recitals and obligations contained in this document are material and not executory.

9. Both Englefields and Gahanna have consulted legal counsel prior to signing this Agreement.

10. This Agreement and all of the obligations undertaken by Gahanna are subject to formal approval of the Gahanna City Council.

11. This Agreement can be signed in counterparts. Each counterpart, when so executed and delivered, shall be an original and all counterparts together shall constitute one and the same instrument.

F.W. Englefield, IV

Benjamin B. Englefield

APPROVAL OF CITY COUNCIL

I hereby represent and certify that on _____ day of _____,
2011, the Gahanna City Council adopted Resolution No. _____
adopting/approving this Settlement Agreement.

CITY OF GAHANNA

By: _____

Its: _____

CERTIFICATE OF AVAILABILITY OF FUNDS

The Fiscal Officer of the City of Gahanna, Franklin County, Ohio, hereby certifies that the funds required to meet the obligation set forth in this Settlement Agreement have been lawfully appropriated for such purpose and are in the City of Gahanna's treasury, or in the process of collection, free from any other encumbrances. The Fiscal Officer of the City of Gahanna, Franklin County, Ohio, also certifies that it has confirmed with the Office of the Auditor of the State of Ohio that the Englefields have no outstanding findings for recovery issued against it by the State of Ohio.

Date: _____

By: _____

Its: Fiscal Officer of the City of Gahanna

Approved as to form:

Craig B. Paynter

Special Legal Counsel to the City of Gahanna

IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO
CIVIL DIVISION

CITY OF GAHANNA
Plaintiff,

v.

F.W. ENGLEFIELD, IV, et al.,
Defendants.

CASE NO. 10-CVH-3-4180

JUDGE MICHAEL HOLBROOK

MEDIATION MEMORANDUM
JUNE 13, 2011

The parties have agreed to settle the captioned matter and submit this memorandum as an outline of their agreement.

1. The consideration for the settlement is a total sum of \$325,000, this includes the deposit of \$104,770 so that the net cash due upon the settlement is \$220,230. This sum includes any interest accrued;
2. The parties have agreed that a variance will be applied for the price display and identification sign so that it can remain substantially in its present location at the intersection of Granville Street and Hamilton Road. The Defendant recognizes that this variance will have to go through Planning and Zoning Commission and that this process will take approximately 12 weeks, and this settlement is contingent on that variance being granted. Any fees associated with this variance will be paid for by Defendant/Englefield. Plaintiff/Gahanna will waive any other application fees as permitted by law; *The new sign will be of substantially similar size.*
3. The parties have agreed that a variance will be applied for the canopy over the dispensing pumps on the property to reflect that the canopy no longer meets the 60-foot setback and the purpose of the variance is to provide that the actual distance of the canopy from the newly relocated Granville Road is a legal distance for that canopy or any replacement thereof. The Defendant recognizes that this variance will have to go through Planning and Zoning Commission and that this process will take approximately 12 weeks, and this settlement is contingent on that variance being granted. Any fees associated with this variance will be paid for by Defendant/Englefield. Plaintiff/Gahanna will waive any other application fees as permitted by law;
4. The applications in accordance with paragraphs 2 and 3 herein will be made within 30 days of the date of this memorandum;
5. All costs of suit to be paid by Plaintiff;
6. All costs of this mediation and any continuations of it are to be paid by Plaintiff;
7. Except as otherwise set forth herein, all parties are to bear their own attorneys' fees and expenses.

8. This agreement is contingent upon the approval of same by Gahanna City Council.

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

MEDIATOR:

EXHIBIT A

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PARCEL
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Version Date

Page 1 of 3
80811
2-WD
FRA-317-18.11
03/02/09

**PARCEL 2-WD
FRA-317-18.11**

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Franklin, City of Gahanna, being in the northeast quarter of Quarter Township 4, Township 1 North, Range 17 West, United States Military Lands, being a part of a 1.3222 acre parcel conveyed to BP Exploration & Oil Inc., An Ohio Corporation, by Instruments 199712220173144 and 199712220173212, Franklin County Recorders office, and also being on the left side of the centerline of right of way of State Route 317 (South Hamilton Road) as shown on a centerline survey plat made in 2008, for the City of Gahanna titled "FRA-317-18.11" and bounded and described as follows:

Commencing at an aluminum disk in a monument box found (FCGS 5019) at the northeast corner of said Quarter Township 4, also being the intersection of the centerline of right of ways of Hamilton Road and Granville Street, being Hamilton Road Station 92+20.72 and Granville Street Station 10+09.40;

1. thence North 86 degrees 54 minutes 57 seconds West a distance of 288.50 feet, along the centerline of right of way of said State Route 317 (Granville Street), to a point on the westerly property line of the Grantor extended northerly, being centerline of right of way of Granville Street Station 12+97.90;
2. thence South 03 degrees 33 minutes 03 seconds West a distance of 45.00 feet, along said extension of the westerly property line of the Grantor, also being the westerly line of right of way parcel 52WV acquired by the City of Gahanna by Official Record 25905G10 and the easterly line of right of way parcel 53WV acquired by the City of Gahanna by Official Record 23530I16, Franklin County Recorders office, to the northwest property corner of the Grantor on the existing southerly right of way line of said Granville Street, said point being the TRUE POINT OF BEGINNING and being 45.00 feet left of Station 12+98.27;
3. thence South 86 degrees 54 minutes 57 seconds East a distance of 223.30 feet, along said existing southerly right of way line, being the southerly line of said parcel 52WV and parcel 44WV acquired by the City of Gahanna by Official Record 26312F12, to a point 45.00 feet left of Granville Street Station 10+74.97 also being 64.99 feet left of centerline of right of way of Hamilton Road Station 91+74.88;
4. thence South 41 degrees 33 minutes 41 seconds East a distance of 28.08 feet, continuing along said existing right of way line and southwesterly line of said parcel 44WV, to a point on the existing westerly right of way line of Hamilton Road, 64.98 feet left of Granville Street Station 10+55.24 also being 45.00 feet left of Hamilton Road Station 91+55.16;

EXHIBIT A

EXHIBIT 2

EXHIBIT A

LPA RX 851
Rev. 03/08

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 3
80811
2-WD
FRA-317-18.11
03/02/09

5. thence South 03 degrees 49 minutes 19 seconds West a distance of 155.16 feet, along said existing westerly right of way line of Hamilton Road, being a westerly line of said parcel 44WV, to a point 45.00 feet left of Station 90+00.00;
6. thence North 86 degrees 10 minutes 41 seconds West a distance of 5.00 feet, continuing along said existing right of way line of said parcel 44WV, to a ¾ inch diameter capped iron pin set, 50.00 feet left of Station 90+00.00;
7. thence North 03 degrees 49 minutes 19 seconds East a distance of 138.00 feet to a ¾ inch diameter capped iron pin set, 50.00 feet left of Hamilton Road Station 91+38.00, also being 82.07 feet left of Granville Street Station 10+60.46;
8. thence North 42 degrees 24 minutes 17 seconds West a distance of 38.61 feet to a ¾ inch diameter capped iron pin set, 77.88 feet left of Hamilton Road Station 91+64.71, also being 55.00 feet left of Granville Street Station 10+88.00;
9. thence North 86 degrees 54 minutes 57 seconds West a distance of 210.35 feet to a ¾ inch diameter capped iron pin set on the westerly property line of the Grantor, 55.00 feet left of Granville Street Station 12+98.35;
10. thence North 03 degrees 33 minutes 03 seconds East a distance of 10.00 feet, along said westerly property line of the Grantor, also being the easterly property line of a parcel conveyed to Donatos Pizzeria, LLC, a Delaware Limited Liability Company by Instrument 200405030099763, Franklin County Records office to the TRUE POINT OF BEGINNING.

The above described area is contained within Franklin County Auditor's Permanent Parcel Number 025-000214-00 and contains a gross take of 0.0789 acres more or less.

This description was prepared by Jon D. Bruner, Professional Surveyor Number 7098 of The Mannik & Smith Group, on February 3, 2009.

This description is based on a survey made in 2006 by the W. E. Stilson Consulting Group under the direction and supervision of John Jeffrey Raab, Professional Surveyor Number 7863.

Grantor claims title by Instruments 199712220173144 and 199712220173212, Franklin County Records office.

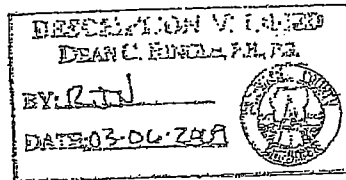
The basis of bearings is North 03 degrees 48 minutes 37 seconds East used for Hamilton Road north of Granville Street and was provided by the Franklin County Engineer's Survey Department. The bearings are based on the Ohio State Plane Coordinate System, South Zone, and North American datum of 1983 (1986 Adjustment) as established from a GPS survey performed by the Franklin County Engineer's Survey Department in 1995, occupying monuments FCGS 8815 and FCGS 5019. Iron pins referred to as "set" are ¾ inch diameter, 30 inch long iron pipes with a yellow plastic cap stamped "W. E. Stilson".

EXHIBIT A

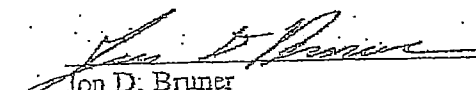
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Rev. 03/08

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 3 of 3
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2-WD
FRA-317-18.11
03/02/09



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SPLIT:
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Jon D. Bruner
Professional Surveyor #7098
The Mannik and Smith Group, Inc.
1800 Indian Wood Circle
Maumee, Ohio 43537

3-2-09
Date



EXHIBIT A

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PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2
80811
2-SL
FRA-317-18.11
03/02/09

**PARCEL 2-SL
FRA-317-18.11
EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES
IN THE NAME AND FOR THE USE OF THE
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO**

An easement for the construction and maintenance of slopes over the within described real estate, until such time as the Grantor/Owner desires to remove said slopes or build thereon, provided however, in the removal of said slopes the proper preservation of the highway may not be impaired (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Franklin, City of Gahanna, being in the northeast quarter of Quarter Township 4, Township 1 North, Range 17 West, United States Military Lands, being a part of a 1.3222 acre parcel conveyed to BP Exploration & Oil Inc., An Ohio Corporation, by Instruments 199712220173144 and 199712220173212, Franklin County Recorders office, and also being on the left side of the centerline of right of way of State Route 317 (Granville Street) as shown on a centerline survey plat made in 2008, for the City of Gahanna titled "FRA-317-18.11" and bounded and described as follows:

Commencing at an aluminum disk in a monument box found (FCGS 5019) at the northeast corner of said Quarter Township 4, also being the intersection of the centerline of right of ways of Hamilton Road and Granville Street, being Hamilton Road Station 92+20.72 and Granville Street Station 10+09.40;

1. thence North 86 degrees 54 minutes 57 seconds West a distance of 288.50 feet, along the centerline of right of way of said State Route 317 (Granville Street), to a point on the westerly property line of the Grantor extended northerly, being centerline of right of way of Granville Street Station 12+97.90;
2. thence South 03 degrees 33 minutes 03 seconds West a distance of 55.00 feet, along said extension of the westerly property line of the Grantor also being the extension of the easterly property line of a parcel conveyed to Donatos Pizzeria, LLC, a Delaware Limited Liability Company by Instrument 200405030099763, Franklin County Recorder's Office, to a ¾ inch diameter capped iron pin set on the southerly right of way line of said Granville Street, said point being the TRUE POINT OF BEGINNING and being 55.00 feet left of Station 12+98.35;
3. thence South 86 degrees 54 minutes 57 seconds East a distance of 210.35 feet, along said southerly right of way line, acquired as parcel 2-WD of said right of way plan FRA-317-18.11, to a ¾ inch diameter capped iron pin set 55.00 feet left of Granville Street Station 10+88.00 also being 77.88 feet left of centerline of right of way of Hamilton Road Station 91+64.71;
4. thence South 42 degrees 24 minutes 17 seconds East a distance of 7.13 feet, continuing along said right of way line to a point, 60.00 feet left of Granville Street Station 10+82.91 also being 72.73 feet left of Hamilton Road Station 91+59.77;
5. thence North 86 degrees 54 minutes 57 seconds West a distance of 215.48 feet to a point on the westerly property line of the Grantor, 60.00.00 feet left of Granville Street Station 12+98.39;

EXHIBIT A

LPA RX 875
Rev. 03/08

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 2
80811
2-SL
FRA-317-18.11
03/02/09

6. thence North 03 degrees 33 minutes 03 seconds East a distance of 5.00 feet, along said westerly property line of the Grantor and easterly property line of said Donatos Pizzeria parcel, to the TRUE POINT OF BEGINNING.

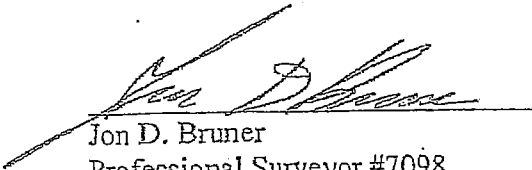
The above described area is contained within Franklin County Auditor's Permanent Parcel Number 025-000214-00 and contains a gross take of 0.0244 acres more or less.

This description was prepared by Jon D. Bruner, Professional Surveyor Number 7098 of The Mannik & Smith Group, on January 20, 2009.

This description is based on a survey made in 2006 by the W. E. Stilson Consulting Group under the direction and supervision of John Jeffrey Raab, Professional Surveyor Number 7863.

Grantor claims title by Instruments 199712220173144 and 199712220173212, Franklin County Records office.

The basis of bearings is North 03 degrees 48 minutes 37 seconds East used for Hamilton Road north of Granville Street and was provided by the Franklin County Engineer's Survey Department. The bearings are based on the Ohio State Plane Coordinate System, South Zone, and North American datum of 1983 (1986 Adjustment) as established from a GPS survey performed by the Franklin County Engineer's Survey Department in 1995, occupying monuments FCGS 8815 and FCGS 5019. Iron pins referred to as "set" are $\frac{3}{4}$ inch diameter, 30 inch long iron pipes with a yellow plastic cap stamped "W. E. Stilson".


Jon D. Bruner
Professional Surveyor #7098
The Mannik and Smith Group, Inc.
1800 Indian Wood Circle
Maumee, Ohio 43537

7-2-09
Date

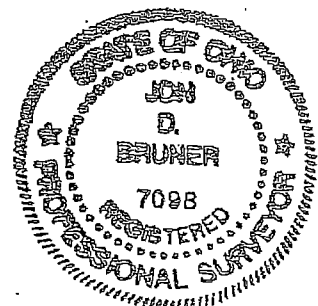


EXHIBIT A

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 1 of 2
80811
2-T
FRA-317-18.11
03/02/09

PARCEL 2-T
FRA-317-18.11
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT DRIVES AND COMPLETE GRADING
FOR 12 MONTHS FROM DATE OF ENTRY BY THE
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Franklin, City of Gahanna, being in the northeast quarter of Quarter Township 4, Township 1 North, Range 17 West, United States Military Lands, being a part of a 1.3222 acre parcel conveyed to BP Exploration & Oil Inc., An Ohio Corporation, by Instruments 199712220173144 and 199712220173212, Franklin County Records office, and also being on the left side of the centerline of right of way of State Route 317 (South Hamilton Road) as shown on a centerline survey plat made in 2008, for the City of Gahanna titled "FRA-317-18.11" and bounded and described as follows:

- BEGINNING at a $\frac{3}{4}$ inch diameter capped iron pin set on the existing westerly right of way line of said State Route 317 (South Hamilton Road) and being 50.00 feet left of Hamilton Road Station 90+00.00;
1. thence South 03 degrees 49 minutes 19 seconds West a distance of 10.00 feet, along said existing westerly right of way line of State Route 317 to a point 50.00 feet left of Station 89+90.00;
 2. thence North 86 degrees 10 minutes 41 seconds West a distance of 20.00 feet to a point 70.00 feet left of Station 89+90.00;
 3. thence North 03 degrees 49 minutes 19 seconds East a distance of 157.82 feet to a point 70.00 feet left of Hamilton Road Station 91+47.82, also being 71.99 feet left of Granville Street centerline of right of way Station 10+80.33;
 4. thence North 41 degrees 22 minutes 08 seconds West a distance of 9.80 feet to a point 76.95 feet left of Hamilton Road Station 91+54.72 also being 65.00 feet left of Granville Street Station 10+87.19;
 5. thence North 86 degrees 54 minutes 57 seconds West a distance of 69.81 feet to a point 65.00 feet left of Granville Street Station 11+57.00;
 6. thence South 45 degrees 04 minutes 17 seconds West a distance of 40.36 feet to a point 95.00 feet left of Station 11+84.00;
 7. thence North 86 degrees 54 minutes 57 seconds West a distance of 40.00 feet to a point 95.00 feet left of Station 12+24.00;
 8. thence North 24 degrees 59 minutes 18 seconds West a distance of 34.00 feet to a point 65.00 feet left of Station 12+40.00;
 9. thence North 86 degrees 54 minutes 57 seconds West a distance of 58.43 feet to a point on the westerly property line of the Grantor, 65.00 feet left of Station 12+98.43;
 10. thence North 03 degrees 33 minutes 03 seconds East a distance of 5.00 feet, along said westerly property line to a point on the southerly line of a slope easement, 60.00 feet left of Station 12+98.39;

EXHIBIT A

PID
PARCEL
CTY-RTE-SEC
Version Date

Page 2 of 2
80811
2-T
FRA-317-18.11

11. thence South 86 degrees 54 minutes 57 seconds East a distance of 215.48 feet, along said southerly line of a slope easement, acquired as parcel 2-SL of said right of way plan FRA-317-18.11 to a point on the southwesterly right of way line of State Route 317 (South Hamilton Road) 60.00 feet left of Granville Street 10+82.91, also being 72.73 feet left of Hamilton Road Station 91+59.77;
12. thence South 42 degrees 24 minutes 17 seconds East a distance of 31.48 feet, along said southwesterly right of way line of said State Route 317, acquired as parcel 2-WD of said right of way plan FRA-317-18.11, to a ¾ inch diameter capped iron pin set 82.07 feet left of Granville Street Station 10+60.46, also being 50.00 feet left of Hamilton Road Station 91+38.00;
13. thence South 03 degrees 49 minutes 19 seconds West a distance of 138.00 feet, along the westerly right of way line of State Route 317 (South Hamilton Road), to the TRUE POINT OF BEGINNING.

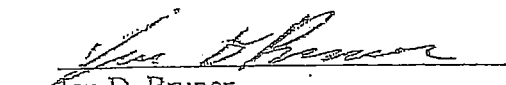
The above described area is contained within Franklin County Auditor's Permanent Parcel Number 025-000214-00 and contains a gross take of 0.1402 acres more or less.

This description was prepared by Jon D. Bruner, Professional Surveyor Number 7098 of The Mannik & Smith Group, on January 19, 2009.

This description is based on a survey made in 2006 by the W. E. Stilson Consulting Group under the direction and supervision of John Jeffrey Raab, Professional Surveyor Number 7863.

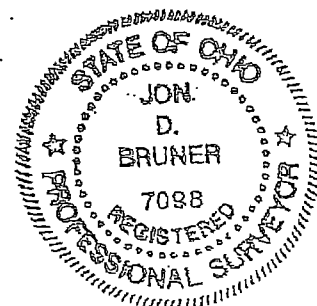
Grantor claims title by Official Record 19971222-0173144 and 19971222-0173212, Franklin County Recorders office.

The basis of bearings is North 03 degrees 48 minutes 37 seconds East used for Hamilton Road north of Granville Street and was provided by the Franklin County Engineer's Survey Department. The bearings are based on the Ohio State Plane Coordinate System, South Zone, and North American datum of 1983 (1986 Adjustment) as established from a GPS survey performed by the Franklin County Engineer's Survey Department in 1995, occupying monuments FCGS 8815 and FCGS 5019. Iron pins referred to as "set" are ¾ inch diameter, 30 inch long iron pipe with a yellow plastic cap stamped "W. E. Stilson".

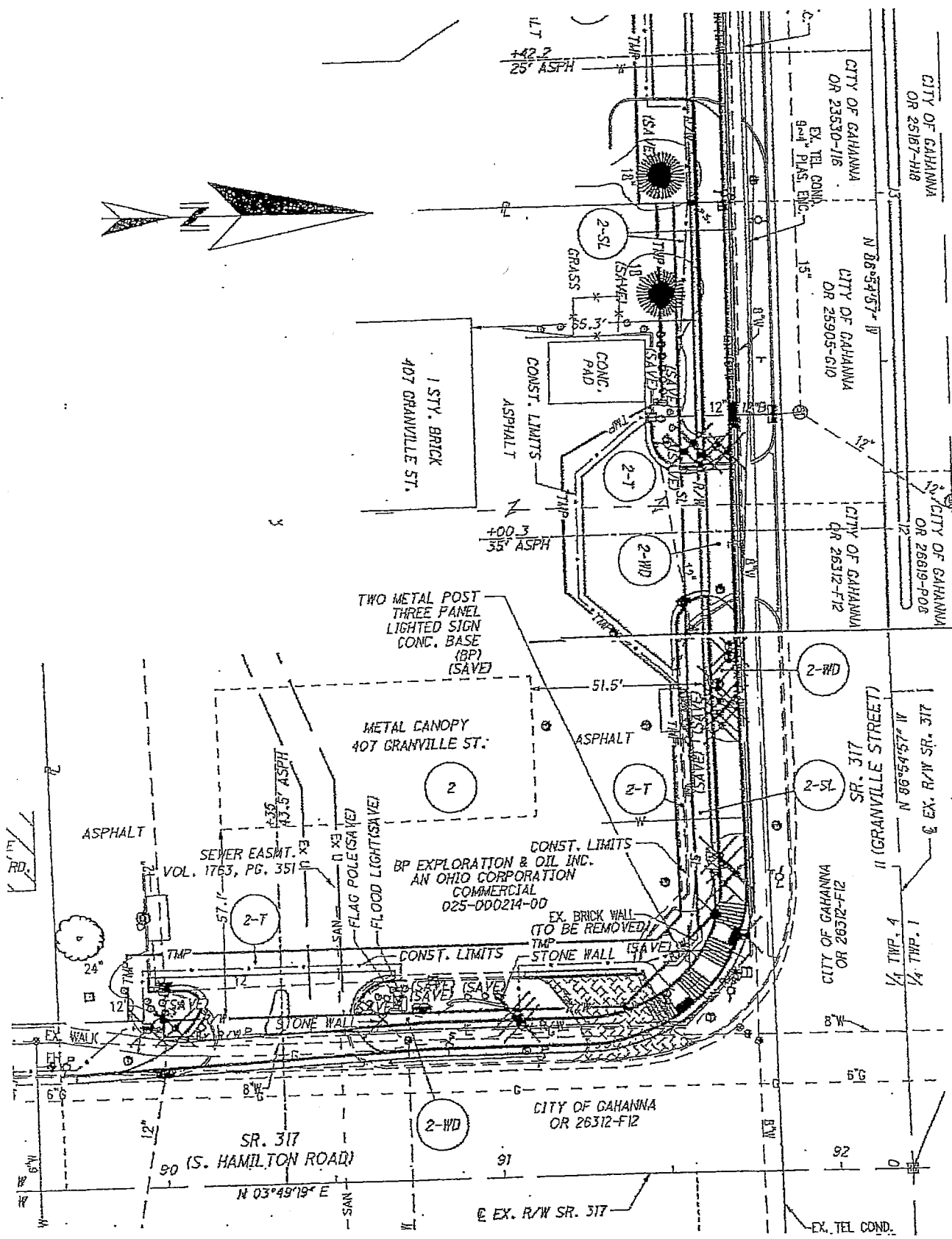

Jon D. Bruner

Professional Surveyor #7098
The Mannik and Smith Group, Inc.
1800 Indian Wood Circle
Maumee, Ohio 43537

3-2-09
Date



PARCEL 2



ARTIST

**IN THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO
CIVIL DIVISION**

City of Gahanna
an Ohio municipal corporation

Plaintiff,

vs.

F.W. Englefield, IV

and

Benjamin B. Englefield, et al.

Defendants.

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:

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Case No. 10CVH-03-4180

Judge Michael J. Holbrook

FINAL AGREED ENTRY

The City of Gahanna, on the one hand, and F.W. Englefield, IV, and Benjamin B. Englefield ("Englefields"), as well as the Franklin County Treasurer, on the other, submit this Final Agreed Entry whereby issues of the appropriation of property and the price to be paid for the same, including any damages to the residue, costs, and attorneys' fees, are agreed upon and settled, and are hereby resolved.

Upon agreement of the parties, the Court, having examined the proceedings and finding them regular and in accordance with the law, hereby orders as follows:

1. Previously named Defendant Park National Bank, has not entered an appearance in this action and has no cognizable or pertinent interest in the real property subject to the appropriation.

2. All right, title, and interest and estate in Parcel 2-WD described in the Complaint shall vest in the City of Gahanna, an Ohio municipal corporation, free and clear of all claims of the Englefields, record owner of such property. A copy of the description of such property is attached hereto as Exhibit A.

3. The City of Gahanna shall also receive the right to a slope easement (described in the Complaint as Parcel 2-SL), the description of which is attached hereto as Exhibit B.

4. The City of Gahanna shall also receive the right to a temporary construction easement (described as Parcel 2-T in the Complaint), the description of which is attached hereto as Exhibit C.

5. The City of Gahanna has acquired the real property interests described in Exhibits A, B, and C hereto, for the purpose of constructing roadway improvements on Granville Street and Hamilton Road.

6. The City of Gahanna is liable for all real property taxes (if any) prorated and beginning on the date of this Final Agreed Entry, assessed against the real property described in Exhibits A, B, and C hereto, unless otherwise exempted or excepted from taxation; this City will remain so liable unless or until the real property interests are conveyed to another party.

7. The City of Gahanna shall pay all court costs incurred and accrued.

8. The Clerk of this Court shall furnish the City of Gahanna with a certified copy of this Final Agreed Entry, and upon presentation of the same to the Recorder of Franklin County, Ohio, the same shall be filed of record in the Recorder's Office.

9. Pursuant to Ohio Revised Code §§ 163.02(D) and 163.24, Englefields, for five years following the date of this Final Agreed Entry, shall retain the right to repurchase these parcels should the City of Gahanna decide to use them for any purpose other than in connection with the roadway improvement.

10. A copy of the construction plan sheets 1, 6, 10, 25, 28, 29, 49 and 50 certified July 19, 2010, for the improvements related to this property are on file with the Franklin County Engineer and are incorporated herein by this reference.

IT IS SO ORDERED.

MICHAEL J. HOLBROOK, JUDGE

APPROVED:

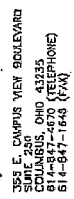
Craig B. Paynter (0023419)
Chester Willcox & Saxbe, LLP
65 East State Street, Suite 1000
Columbus, OH 43215-4213
(614) 221-4000
Fax: (614) 221-4012
E-Mail: cpaynter@cwslaw.com
Attorney for Plaintiff City of Gahanna

William A. Goldman (0031362)
Goldman & Braunstein, LLP
500 South Front Street, Suite 1200
Columbus, OH 43215-7631
(614) 229-4570
Fax: (614) 229-4568
E-Mail: wgoldman@cbjlawyers.com
*Attorney for Defendants F.W. Englefield, IV
and Benjamin B. Englefield*

Adria L. Fields (0064399)
Franklin County Prosecuting Attorney
Tax Division
373 South High Street, 17th Floor
Columbus, OH 43215
(614) 525-3500
Fax: (614) 525-2530
E-Mail: alfields@franklincountyohio.gov
Attorney for Franklin County Treasurer

4851-5110-0682, v. 1

**CITY OF GAHANNA
FRANKLIN COUNTY**

[illegible]

APPROVED _____ DIRECTOR, DEPARTMENT OF TRANSPORTATION

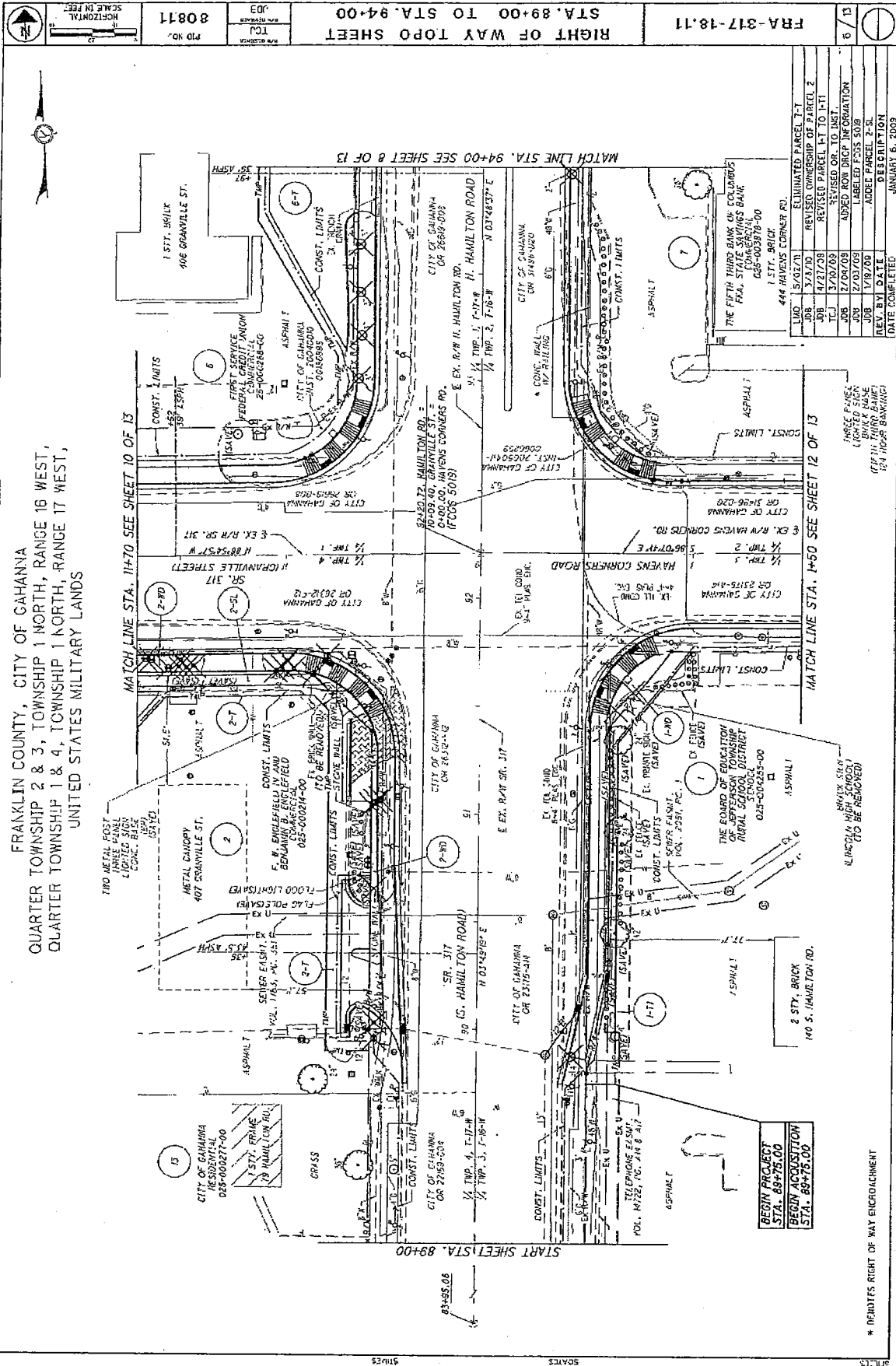
DATE _____

DATE: 2/20/12 DISTRICT DEPUTY DIRECTOR

RAILROAD INVOLVEMENT
NONE

FRA-317-18.11

FRANKLIN COUNTY, CITY OF CAHANNA
 QUARTER TOWNSHIP 2 & 3, TOWNSHIP 1 NORTH, RANGE 16 WEST,
 QUARTER TOWNSHIP 1 & 4, TOWNSHIP 1 NORTH, RANGE 17 WEST,
 UNITED STATES MILITARY LANDS



80811
 PLO NO.
 JOB NO.

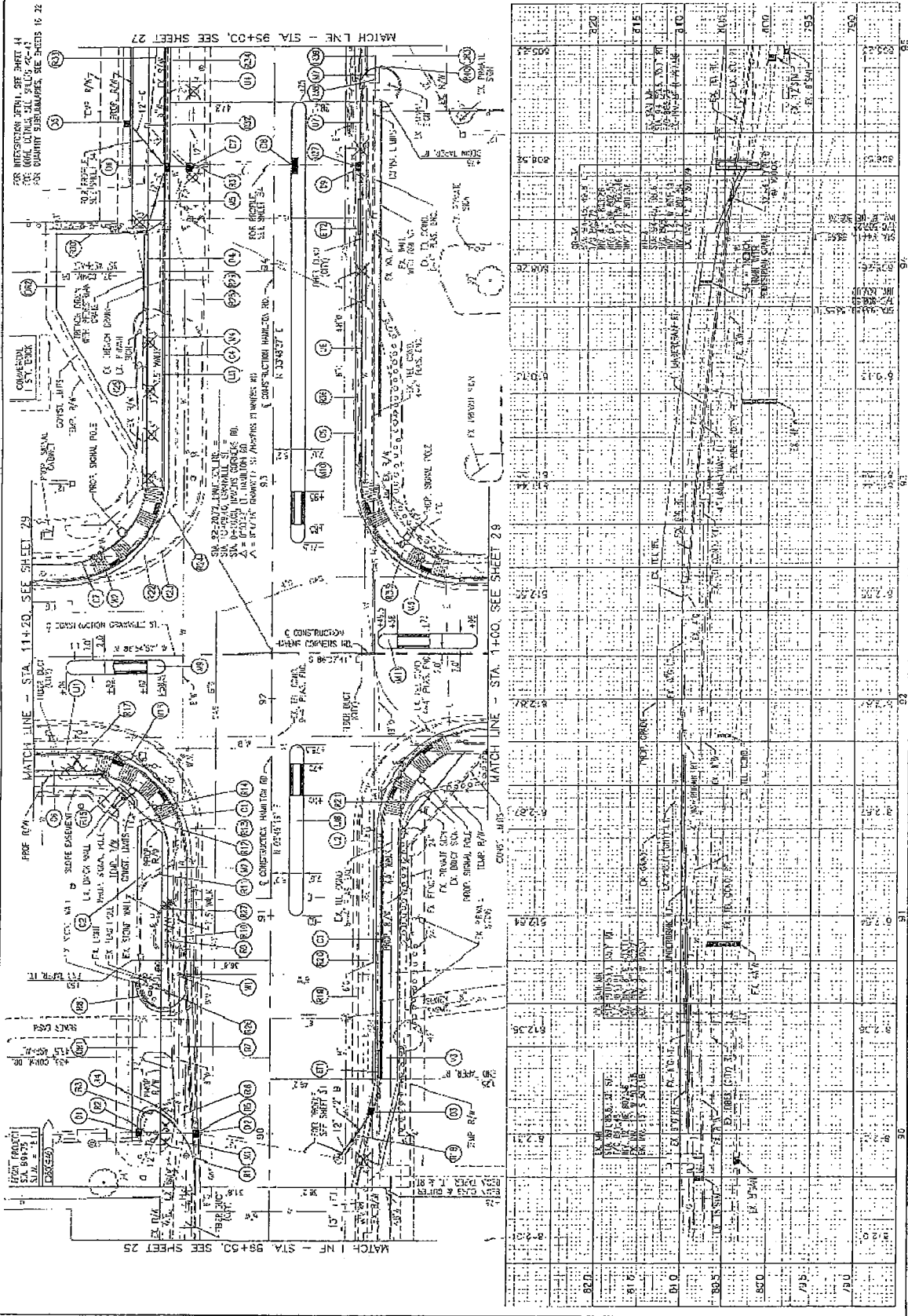
RIGHT OF WAY TOPO SHEET
 STA. 89+00 TO STA. 94+00

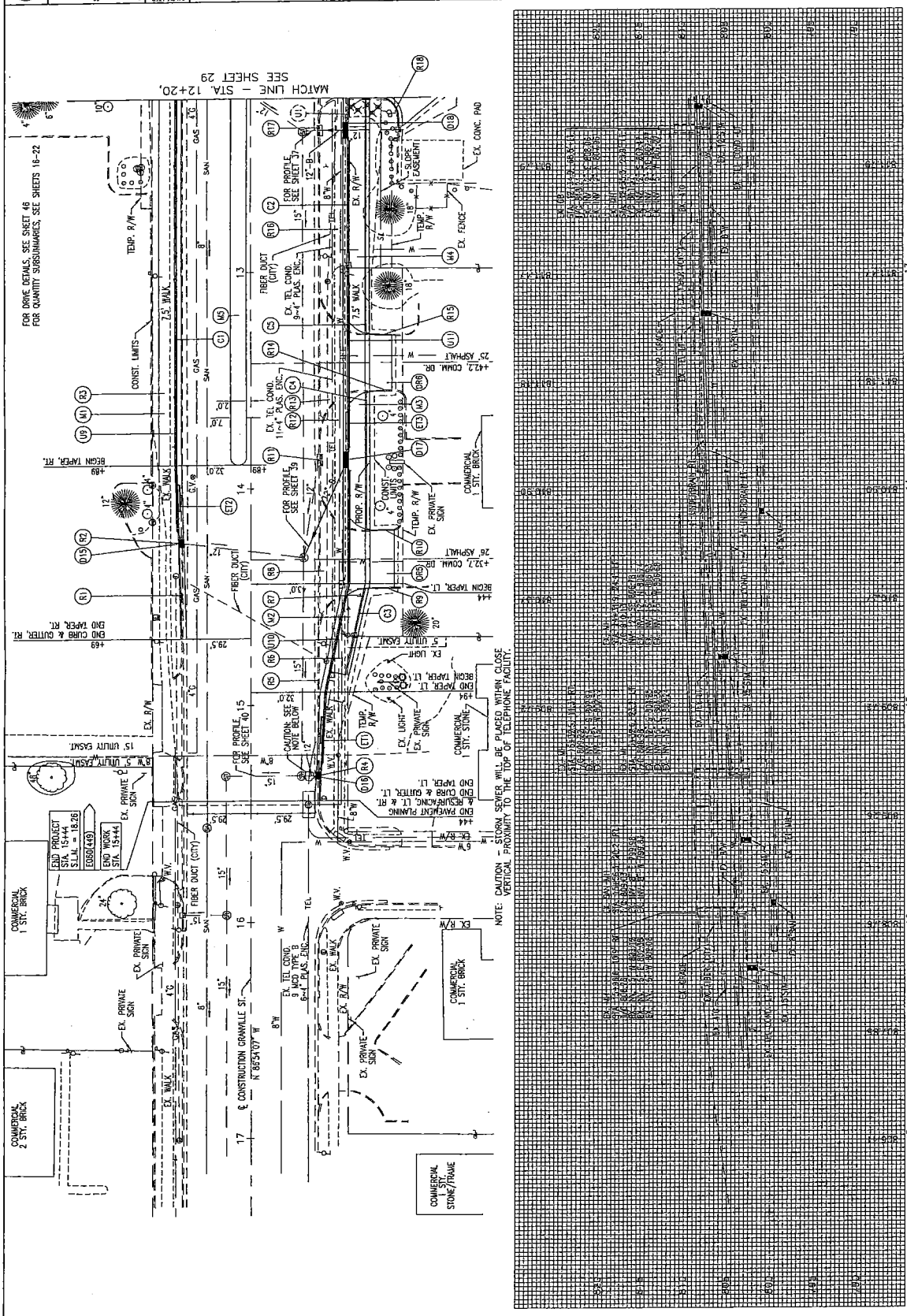
FRA-317-18.11

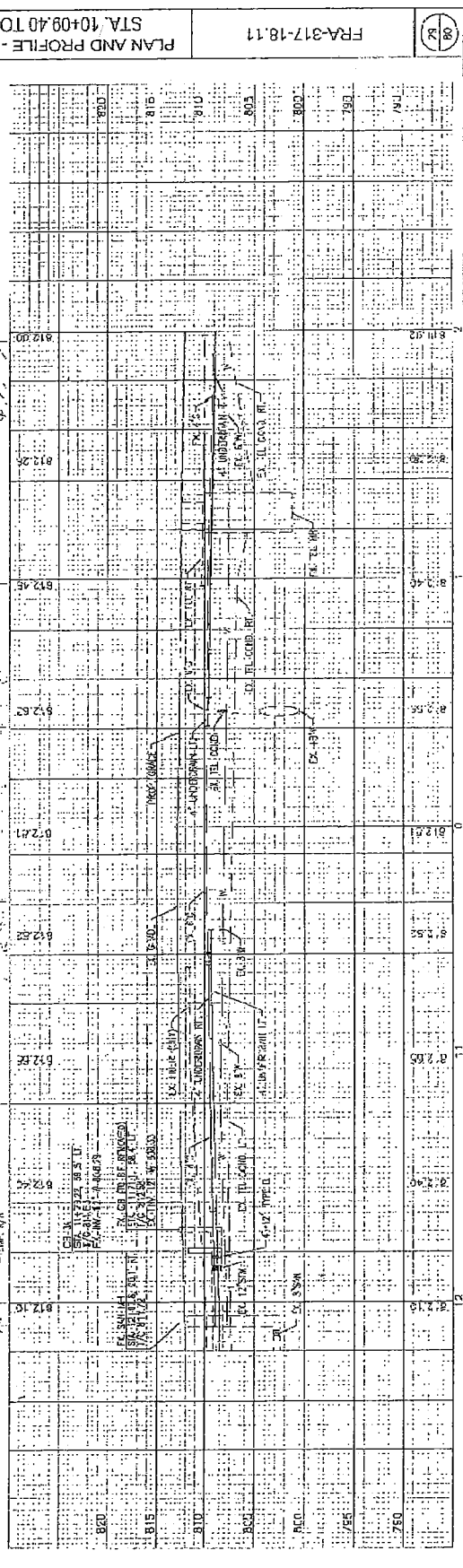
6/13

REV.	BY	DATE	DESCRIPTION
1	JAN	1/1/00	ADDED PARCEL 2-SL
2	JAN	1/1/00	ADDED PARCEL 2-SL
3	JAN	1/1/00	ADDED PARCEL 2-SL
4	JAN	1/1/00	ADDED PARCEL 2-SL
5	JAN	1/1/00	ADDED PARCEL 2-SL
6	JAN	1/1/00	ADDED PARCEL 2-SL
7	JAN	1/1/00	ADDED PARCEL 2-SL
8	JAN	1/1/00	ADDED PARCEL 2-SL
9	JAN	1/1/00	ADDED PARCEL 2-SL
10	JAN	1/1/00	ADDED PARCEL 2-SL
11	JAN	1/1/00	ADDED PARCEL 2-SL
12	JAN	1/1/00	ADDED PARCEL 2-SL
13	JAN	1/1/00	ADDED PARCEL 2-SL
14	JAN	1/1/00	ADDED PARCEL 2-SL
15	JAN	1/1/00	ADDED PARCEL 2-SL
16	JAN	1/1/00	ADDED PARCEL 2-SL
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23	JAN	1/1/00	ADDED PARCEL 2-SL
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95	JAN	1/1/00	ADDED PARCEL 2-SL
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97	JAN	1/1/00	ADDED PARCEL 2-SL
98	JAN	1/1/00	ADDED PARCEL 2-SL
99	JAN	1/1/00	ADDED PARCEL 2-SL
100	JAN	1/1/00	ADDED PARCEL 2-SL

* DENOTES RIGHT OF WAY ENCROACHMENT





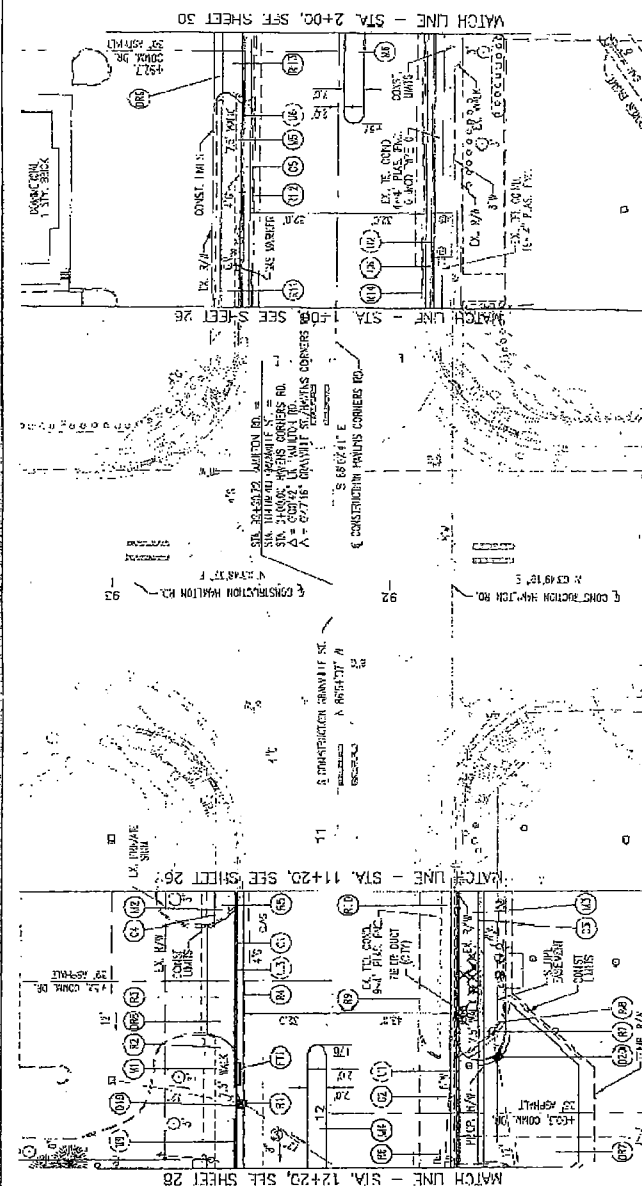


FRA-317-18.11

PLAN AND PROFILE - GRANVILLE ST. / HAVENS CORNERS RD.
STA. 10+09.40 TO STA. 12+20 / STA. 0+00 TO STA. 2+00



FOR QUANTITY SUBMITTALS, SEE SHEETS 16-22



MATCH LINE - S/A, 12+20, SEE SHEET 28

RAILROAD LINE - SIA. 11+20, SEE SHEET 267

WALSH LINE - STA. 1+00. SEE SHEET 26

WALSH LINE - STA. 2+00, SEE SHEET 30

