

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT MJM INVESTMENT CO., Grantors," for One Dollar (\$1.00) and other valuable consideration, paid by CITY OF GAHANNA Grantee", the receipt of which is hereby acknowledged, does hereby grant to Grantee, their successors and assigns forever, a perpetual easement in, over, under, across and through the following real property, including the right of reasonable access thereto, for the purposes of constructing, installing, reconstructing, replacing, removing, repairing and maintaining a Walking & Bike Trail, (the "improvement"):

PERMANENT EASEMENT

(SEE EASEMENT DESCRIPTION & EXHIBIT ATTACHED HERETO
AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF)

All terms and conditions contained herein shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns

The Grantee, as soon as is practicable after all entries made pursuant to the rights granted herein and subject to the terms, conditions, and the improvements anticipated within the easement rights granted herein, shall cause restoration of the described easement by returning the subject property to its former grade and restoring the surface to its former condition as nearly as is reasonably possible, but subject to the terms and conditions and the improvements anticipated by the easement rights granted herein.

The perpetual easement rights granted herein are "exclusive" as to all except the Grantor and any previously granted rights of record. Grantor retains the right to use the subject real property for all purposes which do not in any way impair the Grantee's use or interfere with the construction, operation, maintenance, repair, removal, replacement or reconstruction of the "improvement" or access thereto, however the Grantor shall not cause or allow to be constructed thereon any permanent or temporary building, structure, or facility. Should Grantor make permanent or temporary improvements in or upon the easement area, except utility service lines, then Grantor shall assume the risk of such improvements being damaged or destroyed by Grantee entries made for the purposes granted herein, and the Grantee, its employees, agents, representatives and contractors, shall not be liable for any damage or destruction of such Grantor's improvements during the good faith exercise of the rights herein.

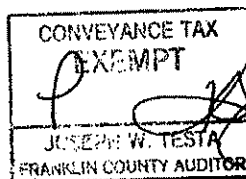
Witness their hands this 25 day of June 2008

MJM INVESTMENT CO.

Witness

By

Thomas L. Weber
Witness



TRANSFER
NOT NECESSARY

JUL 08 2008

JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

State of Ohio

) ss.

County of Franklin

BE IT REMEMBERED, that on this 25 of June 2008, before me, the subscriber, a Notary Public and for said county, personally came MJM Investment Co., the Grantors in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed, for the uses and purposes herein mentioned.

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

Brandi Braun
Notary Public, State of Ohio

200807080104459
Pgs: 3 \$36.00 T20080045674
07/08/2008 9:55AM MLCITY OF GAH
Robert G. Montgomery
Franklin County Recorder

This instrument prepared by Grantee.

City Gahanna
200 S Hamilton Rd
Gahanna OH 43230



BRANDI BRAUN
Notary Public, State of Ohio
My Commission Expires
March 23, 2010

EXHIBIT A

EXHIBIT 'A'

Situated in the State of Ohio, County of Franklin, City of Gahanna, being part of Lot 12 and part of Lot 12 ½ of the plat of record in Plat Book 3, Page 178, all references being to records in the Recorder's Office, Franklin County, Ohio and bounded and described as follows;

Beginning at a point in the northerly line of said Lot 12 ½ and being in the southerly line of the "PARK", as designated on the plat of "E. R. LINTNER'S ADDITION", of record in Plat Book 21, Page 14, said point also being located North 89° 44'30" West, a distance of 115.29 feet from an iron pin found at the northeasterly corner of said Lot 12 ½, said iron pin also being an angle point in the southerly line of said "PARK";

thence South 35°18'55" West, crossing part of Lot 12 ½, a distance of 71.93 feet to a point;

thence South 0°15'30" West, being 15 feet easterly from, as measured at right angles and parallel with the easterly line of the City of Gahanna 7.903 acre tract, of record in Official Record 32024 F07, continuing across said Lot 12 ½, a distance of 80.35 feet to a point;

thence North 89° 51'42" West, being 5 feet southerly from and parallel with a southerly line of the City of Gahanna 7.903 acre tract, a distance of 112.46 feet to a point;

thence South 1° 21'50" West, a distance of 141.66 feet to a point in the southerly line of the MJM Investment Co. 0.538 acre tract, the northerly line of the City of Gahanna tract, of record in Instrument Number 200512190266300;

thence North 89° 51'42" West with said southerly line of the MJM Investment Co. 0.538 acre tract, a distance of 15.00 feet to a point;

thence North 1° 21'50" East, a distance of 146.66 feet to a point in a southerly line of the City of Gahanna 7.903 acre tract;

thence South 89° 51'42" East, with said southerly line of the City of Gahanna 7.903 acre tract, a distance of 112.36 feet to a southeasterly corner of said tract and being in a westerly line of the MJM Investment Co. tracts;

thence North 0° 15'30" East, with the easterly line of said City of Gahanna 7.903 acre tract, a distance of 80.12 feet to a point;

thence North 35° 18'55" East, a distance of 66.14 feet to a point in the southerly line of the "PARK"

thence South 89° 44'30" East, with said southerly Line of the "PARK", a distance of 18.32 feet to the place of beginning.

GGC ENGINEERS

By Thomas D. Sibbalds Date April 24, 2008
Thomas D. Sibbalds
Registered Surveyor No. 5908

DATE: SEPTEMBER 17, 2007

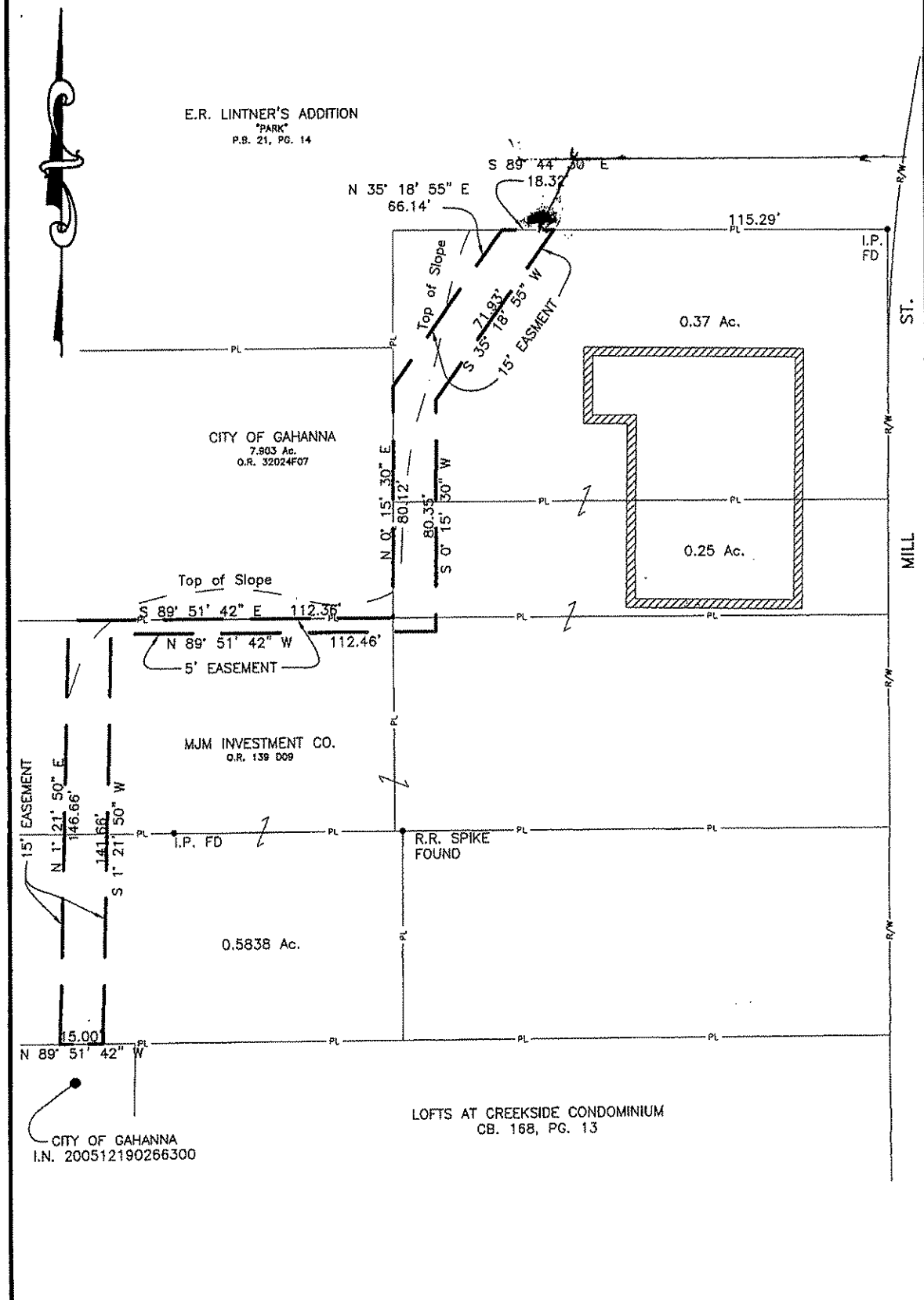


EXHIBIT "B"

CLIENT: CITY OF GAHANNA

LOCATION: BIG WALNUT CREEK



ENGINEERS

132 N HIGH STREET GAHANNA, OHIO 43230
PHONE: 614-471-7310 FAX: 614-471-7320
WWW.GGCENGINEERS.COM

WALKING & BIKE TRAIL EASEMENT

DWG# 1 of 1

PROJ# 07673

1"=40'