

Easement# \_\_\_\_\_

**EASEMENT**

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration to the Grantor in hand paid, receipt of which is hereby acknowledged, City of Gahanna, Ohio, an Ohio municipal corporation, whose tax mailing address is 200 South Hamilton Road, Gahanna, Ohio 43230 (hereinafter called the Grantor), does hereby grant to COLUMBIA GAS OF OHIO, INC., with principal offices at 200 Civic Center Drive, P.O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the Company), its successors and assigns, the right to lay pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service, and remove same, together with valves and other necessary appurtenances on lands situated in the City of Gahanna, Franklin County, State of OHIO, and more particularly described as follows:

Recorded in: Official Record 14800H14  
Permanent Parcel No.: 25-009261 & 25-008922  
Property Address: Clark State Rd & Challis Springs Dr.  
Containing: 25 acres more or less

Located in Section 2 Township 1, Range 16 United States Military Lands

The pipelines laid pursuant to the terms and conditions of this agreement are to be located within the limits of a Ten (10) foot wide easement strip of land as shown on Exhibit "A" attached hereto and made a part hereof.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, crops or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

The Grantor warrants that, to the best of its knowledge, the lands encompassed by this easement have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

**EXHIBIT A**

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Gahanna, Ohio  
an Ohio municipal corporation

(sign) \_\_\_\_\_  
(print) \_\_\_\_\_

(sign) \_\_\_\_\_  
(print) \_\_\_\_\_

STATE OF OHIO )  
) SS:  
COUNTY OF Franklin )

BEFORE ME, a Notary Public in and for said County and State, personally appeared

\_\_\_\_\_  
of the aforementioned, \_\_\_\_\_ who  
represented that \_\_\_\_\_ duly authorized in the premises, and who acknowledged  
that \_\_\_\_\_ did sign the foregoing instrument, and that the same is \_\_\_\_\_ free act  
and deed as such \_\_\_\_\_ and is the free act and deed of said

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

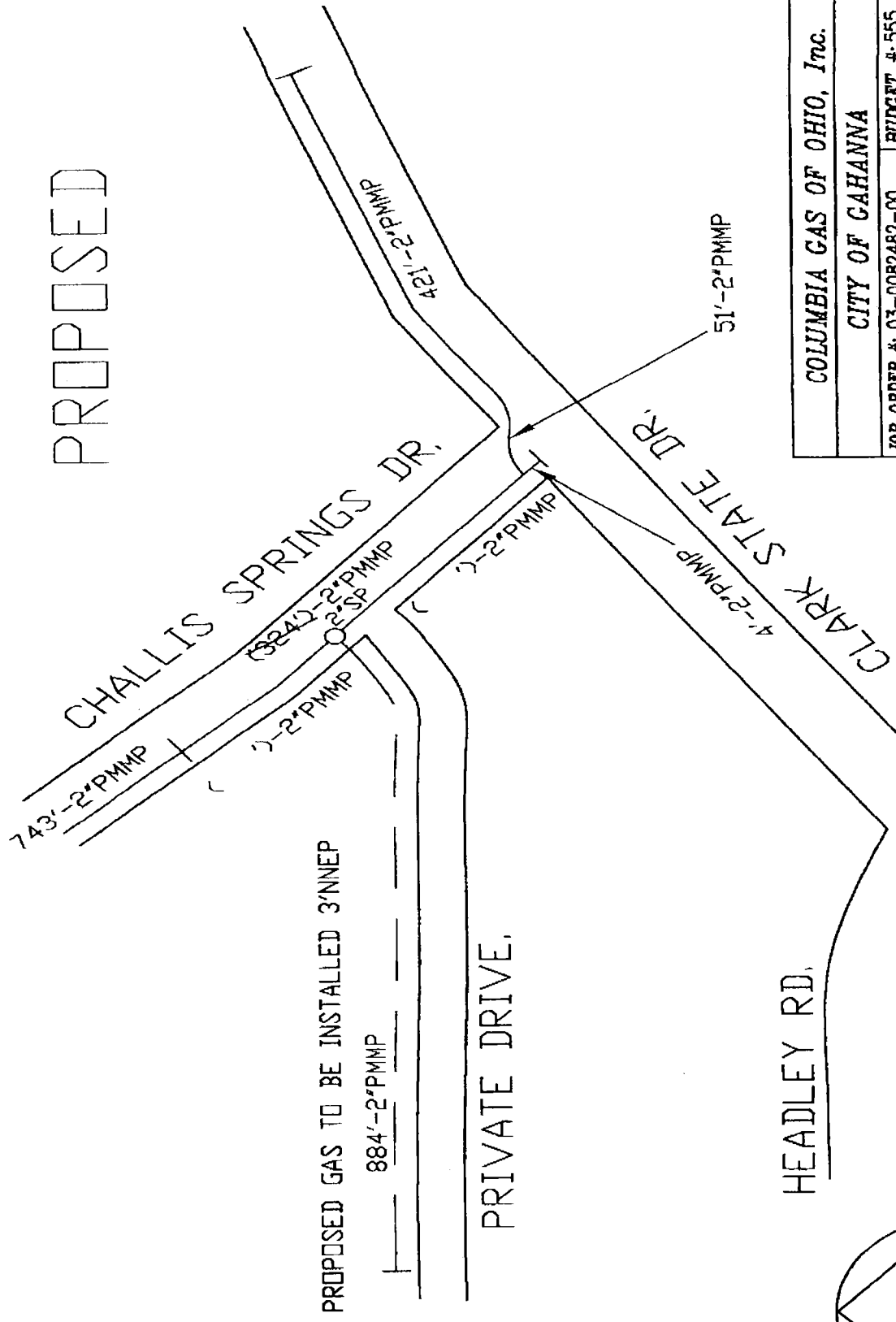
\_\_\_\_\_  
Notary Public

This Document prepared for  
Columbia Gas of Ohio Inc. by  
Hockaden & Associates Inc.  
WO# 107-555-WP2482-0823  
CGO# 02-0082482-00  
HA# 908 2058

Rev 02/2002

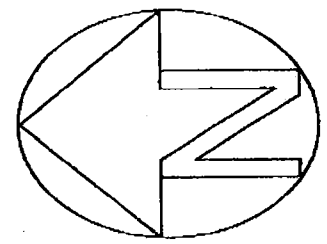
"TEMP" EXHIBIT 'A'

PROPOSED



PROPOSED GAS TO BE INSTALLED 3\"/>

HEADLEY RD.



COLUMBIA GAS OF OHIO, Inc.	
CITY OF CAHANNA	
JOB ORDER #: 03-0082482-00	BUDGET #: 555
AREA: 0823	SYSTEM #: 34847001
DATE: 2-19-2003	TAXING DIST. #: 0250150
SCALE: NTS	MAP #: 344 432I
DRAWN BY: L.HARTLEY	PROJECT #: 03-55360
ASSOC. JOB ORDER #:	PAGE 1 of 1

FORM C 1021 GAS

WORK ORDER: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_

CONTRACTOR (IF APPLICABLE): \_\_\_\_\_

REMARKS: \_\_\_\_\_

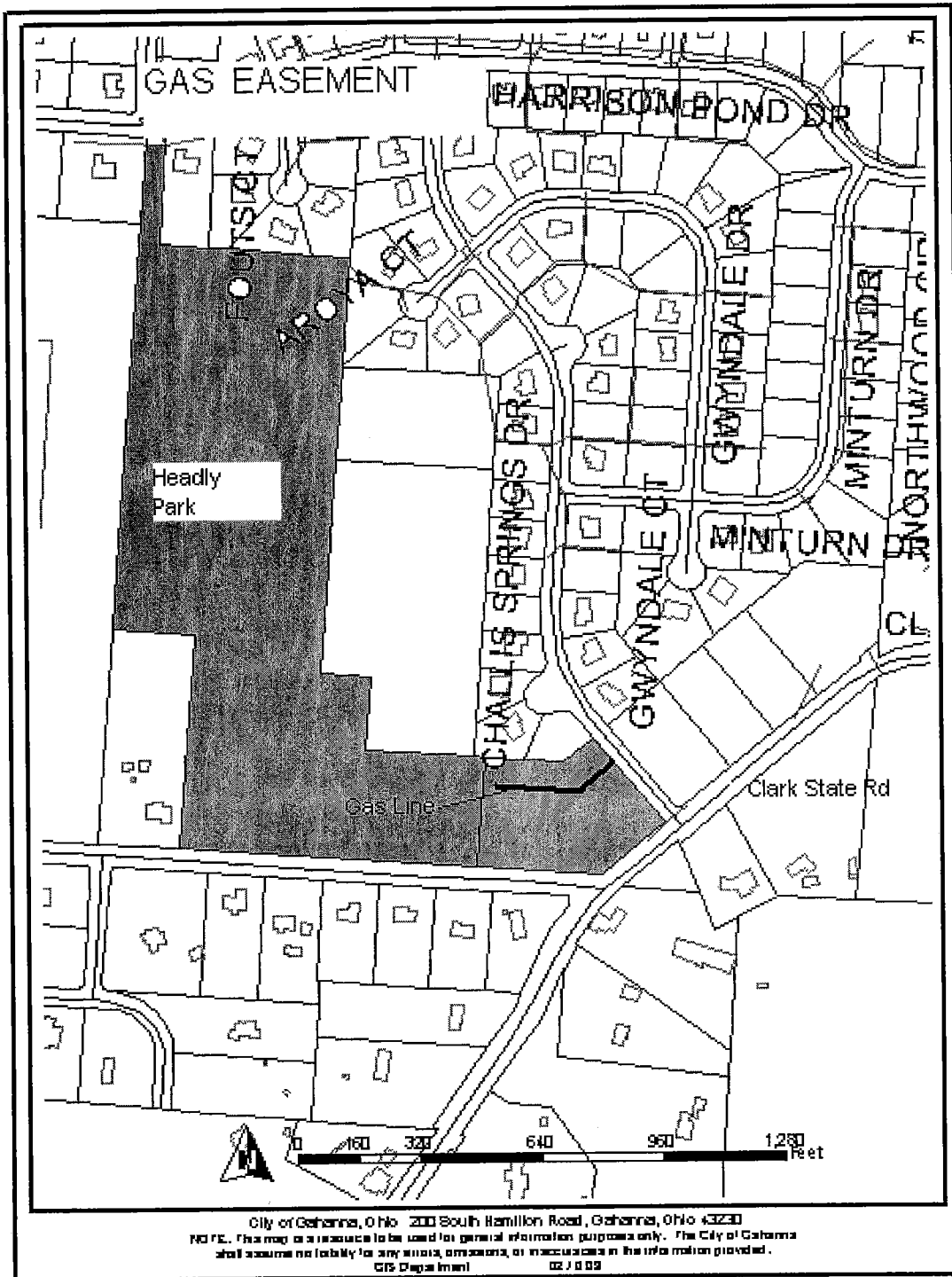
• SPECIFY SIGNIFICANT ELEVATION VARIATIONS ON WATER TESTS AND ANY LEAKAGE OR FAILURES FOUND ON TESTING (A.C. TANK AND THEIR DIMENSIONS)

TEST ACCEPTABLE  TEST NOT ACCEPTABLE

PRESSURE TEST DATA

TIME TEST REQUIRED: \_\_\_\_\_ PRESSURE: \_\_\_\_\_

TESTING METHOD: \_\_\_\_\_



At