

Easement No. _____

EASEMENT

This Easement (collectively, this "Easement") is made by and between **the City of Gahanna** (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in the City of Gahanna, Franklin County, Mifflin Township, Ohio, containing 20.2 acres, more or less, and more particularly described in Plat Book No. 19, page 34, in the Office of Recorder of Deeds, Franklin County, Ohio, and further described in Instrument Number 19546G12, as recorded in the Office of Recorder of Deeds, Franklin County, Ohio on May 29, 1992, (the "Premises") to all the following:

- i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities"); and
- ii. perform pre-construction and due diligence work; and
- iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
- iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following:
 - (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or any other obstruction of any kind that prevent or interfere with Grantee's rights under this

Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a ten-foot (10') permanent easement (the "Easement Area") as described or depicted, or both, on the attachment, Exhibit A.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except for other utilities, provided such utilities rights do not conflict with this Easement, and as may be consented to by Grantee, in writing, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives and contractors, Grantee shall not be liable for, and is forever released from, any and all claims, damages, losses, judgements, suits, actions, and liabilities, whether arising during, prior to, or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath, or along the Premises.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

[Remainder of page intentionally blank. Grantor's execution next page.]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, intending to be legally bound, Grantor executed this Easement this ____ day of _____, 20____.

GRANTOR:

City of Gahanna, an Ohio Municipal Corporation

Signature

Printed Name

Title

STATE OF _____)
)
COUNTY OF _____) SS.

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____
_____, _____, on behalf of Grantor, who executed the
foregoing instrument, who acknowledged that they did sign and seal the instrument, and that the signing
of this instrument is of their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal
this ____ day of _____ 202__.

Notary Public

My commission expires:

Approved as to form:
COLUMBIA GAS OF OHIO, INC.
U. Sam Abdullah, Counsel
JO 24-0084663-00 wkh

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PROPOSED

REVISIONS

REV. #	ISSUED FOR CONSTRUCTION
	DESCRIPTION
0	
DESIGNED BY: SEAN KLEMM	06/12/2023
DRAINED BY: SEAN KLEMM	06/12/2023
CHECKED BY: X	X
AS-BLT BY: X	X
NAME: DATE: PHONE #:	

SITE NAME: VERIZON INST# 24-0084663-00 ABN# N/A PROJECT ID# 24-08092	VERIZON OLD RIDENOUR RD OH-ANNA, FRANKLIN (49)
DRAWING TITLE: L-1	
DRAWING NO.:	
REVISIONS:	

