

EASEMENT

Easement No. 25-10-636

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged,

City of Gahanna, Ohio

a municipal corporation and political subdivision of the State of Ohio.

(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 Mifflin Township City of Gahanna, FRANKLIN County, Ohio, and more particularly described as follows: being known as "Reserve "A" of Springbrook Farm subdivision.

Recorded in: O.R.27605H11  
Permanent Parcel No.: 025-010747  
Containing: .734 acres more or less

The above said gas pipelines are to be laid pursuant to the terms and conditions of this agreement and located within the limits of a thirty (30) 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.

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

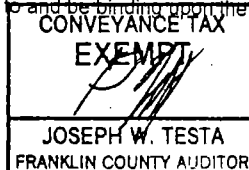
The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

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 Company shall indemnify and hold harmless the Grantor and all of its agents, employees and / or representatives from and against all claims, damages, losses, suits and actions; including attorney's fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of said pipelines on, over, under and across said premises, unless caused by the negligence or willful misconduct of the Grantor, its agents, employees and/or representatives.

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



TRANSFERRED  
NOT NECESSARY  
MAY 11 1998  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO

**EXHIBIT A**

Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantors hereto have hereunto set their hands  
this 24 day of April, 1998.

Signed and acknowledged  
in the presence of:

City of Gahanna, Ohio  
a municipal corporation and political subdivision  
of the State of Ohio.

(sign) Karl C Wetherholt  
(print) Karl C Wetherholt

BY: Jim McGregor

(sign) Sharon M. Scholl  
(print) Sharon M. Scholl

James F. McGregor Mayor  
(print name & title)

STATE OF OHIO )  
COUNTY OF FRANKLIN ) SS:

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

James F. McGregor, Mayor

of the aforementioned, City of Gahanna, Ohio who  
represented that he is duly authorized in the premises, and who acknowledged  
that he did sign the foregoing instrument, and that the same is his free act  
and deed as such Mayor and is the free act and deed of said  
municipal corp. and political subdivision of  
the State of Ohio.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24  
day of April, 1998

My Commission Expires: June 4, 2001

Sharon M. Scholl

Notary Public



SHARON M. SCHOLL  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 4, 2001

25-10-636

This Document prepared for  
Columbia Gas of Ohio Inc. by  
The Fishel Company

CGO# 96-0133051-00 + 98-0136397-00  
Fishel # 95001 2594  
183-2000-WP3051-1323  
107-557-WP6397-1323  
561 6833

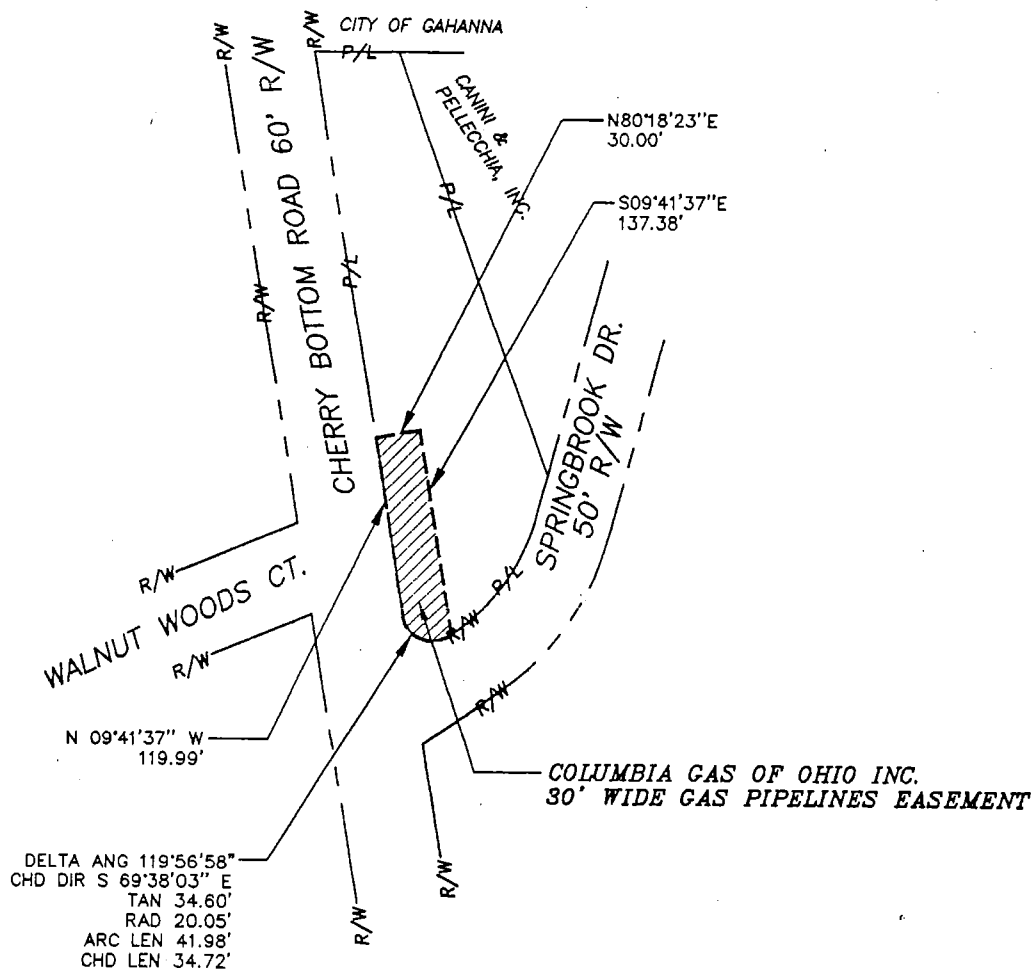
Return to:  
MICHAEL F. SUCHARSKI  
SUPERVISOR CIVIL ENG.  
& LAND SERVICES  
COLUMBIA GAS OF OHIO, INC.  
P.O. BOX 117  
COLUMBUS, OHIO 43215-0117

# EXHIBIT 'A'

## GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



## CITY OF GAHANNA

.734± AC.  
O.R. 27605 H11

This Exhibit is Drawn For The Limited Use of COLUMBIA GAS OF OHIO To Identify The Easement Location And Is Not Intended To Represent An Accurate Survey Of The Property.

95001-2594

This Exhibit Prepared By THE FISHEL COMPANY 25-10-636

98-0136397-00

107-557-WP6397-1323  
561 6833

COMPANY COLUMBIA GAS OF OHIO, INC.			JOB ORDER 96-0133051-00		
PROJECT 30' WIDE NON-EXCLUSIVE GAS PIPELINES EASEMENT ON THE PROPERTY OF CITY OF GAHANNA			WORK ORDER 183-2000-WP3051-1323		
DATE 3-18-98			LOCATION MIFFLIN TWP.		
ENGINEER CGO			COUNTY FRANKLIN		
TECHNICIAN FISHEL CO./GH/EAW			STATE OHIO		
SCALE 1"=100'		PAGE 1 of 1		CK'D BY	DRAWING NO.
		336-432-P			EXHIBIT A