

EXHIBIT A  
ORD-0047-2017

Easement No. \_\_\_\_\_

**EASEMENT**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, **CITY OF GAHANNA, a Municipal Corporation** (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, 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:

Easement

(See easement Plat and Legal attached as Exhibits A & B)

Recorded In: Instrument Number 201704070047300 and Volume 3060; Page 644

Permanent Parcel No.: 025-000278-00, 025-001827-00, and 025-000280-00

Property Address: 181 Granville Street, Gahanna, Ohio 43230

Containing: 5.24 acres more or less, being located in Lot No. 2 of "Edward G. Brennanman's Subdivision" and .359 acres more or less, being located in at the beginning of the southerly line

of the Gahanna Medical Center. Township 1 and Quarter of Township 4, Range 17.

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a fifteen foot (15') wide easement as shown on Exhibit A attached hereto and made part hereof; the 15 foot wide area is referred to as the "Easement Area." In addition to the permanent 15 foot wide Easement Area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional 10 feet of space adjoining said permanent Easement Area, as shown on Exhibit A, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent Easement Area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall replace the area disturbed to as near as practical to its original condition.

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 Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder, except in the event that the Grantor pursues a Capital Improvement Project that impacts the easement area. In the event that the Grantor causes to be constructed a capital improvement project that dedicates right-of-way that conflicts with this easement, this easement shall be vacated and the utility shall occupy space within the public right-of-way.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, brush, and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty).

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

The Company shall replace 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, permitted shrubbery, drain tiles, crops, or permitted 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.

With regard to the lands encompassed by this Easement, Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use; and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Easement Agreement, of any and 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 Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath or along the Easement Area.

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.

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

**CITY OF GAHANNA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ of the aforementioned,  
Name(s)  
\_\_\_\_\_, who represented that \_\_\_\_\_  
Company he/she/they is/are  
duly authorized in the premises, and who acknowledged that \_\_\_\_\_ did  
he/she/they  
sign the foregoing instrument, and that the same is \_\_\_\_\_ free act and deed as such  
his/her/their  
\_\_\_\_\_ and the free act and deed of said  
Title(s)  
\_\_\_\_\_.  
Company

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

My Commission Expires:

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

THIS INSTRUMENT PREPARED BY:  
COLUMBIA GAS OF OHIO, INC.  
JO# 17-0088675-00 EDAW