

Easement No. _____

ACCESS & GENERAL UTILITY EASEMENT

For One and 00/100 U.S. Dollar (\$1.00) and other good and valuable consideration received, which is acknowledged, the **CITY OF GAHANNA, OHIO**, an Ohio municipal corporation, with principal offices at 200 South Hamilton Road, Gahanna, Ohio 43230 (the "Grantor"), does grant to **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (the "Company"), its successors and assigns, easement rights in, on, over, under, through, and upon the following described real estate (the "Easement Area") for the purposes of (i) utilizing the Easement Area for all necessary ingress and egress access, including but not limited to installation, operation, and construction of roadways and pathways for access for pedestrians, vehicles, equipment, and materials (the "Access"), and (ii) accessing, excavating, constructing, installing, reconstructing, replacing, removing, repairing, maintaining, controlling, abandoning, and operating all general utilities and associated appurtenances (the "Utilities"); however, subject to all provisions described in this instrument (collectively, the "Easement");

Easement Area: appx. 0.143-acres (6,250 sq. ft.) +/-

Situated in Franklin County, City of Gahanna, State of Ohio, and being more specifically described and depicted in the attachment, Exhibit A, which is fully incorporated into this instrument as if rewritten.

- Prior Record Reference(s): Ins. 200305230153440 & Ins. 200310140330157
- Permanent Parcel No.: 025-012951-00
- Property Address: Cliffview Dr., Gahanna, OH 43230

1. Company's easement rights pursuant to this instrument shall forever run with the land of the servient estate, and all terms and conditions contained in this instrument shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
2. Grantor forever releases and discharges the Company from any future Ohio Constitution, Article I, Section 19, just compensation claims arising from granting this Easement.

3. The Grantor covenants with Company to the following: to be the true and lawful owner of the servient estate; lawfully seized of the servient estate in fee simple and having good right and full power to grant this Easement; and will not convey or transfer fee simple ownership of the servient estate prior to this Easement's recording in the public land records.

4. With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the Easement Area, except for the purposes granted to the Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace, or remove the Access or Utilities.

5. 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 Access or Utilities or associated appurtenances constructed pursuant to this Easement, however, the Company consents to the existing trail and future trail extensions, as approved encroachments.

6. 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).

7. The Company shall replace the area disturbed by the laying, construction, operation, and maintenance of the Access or Utilities to as near as practical to original conditions.

8. 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 the Easement Area, 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.

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

- i. 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; and
- ii. 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
- iii. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

10. Grantor further represents that it has informed Company, prior to 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.

11. 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 forever 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, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath, or along the Easement Area.

TO HAVE AND TO HOLD this Easement granted to Company, its successors and assigns, so long as the Company shall use the Easement Area for any or all the purposes described in this Easement.

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

GRANTOR'S EXECUTION

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

CITY OF GAHANNA, OHIO

By: _____

Print Name: _____

Print Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

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

_____ 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____.

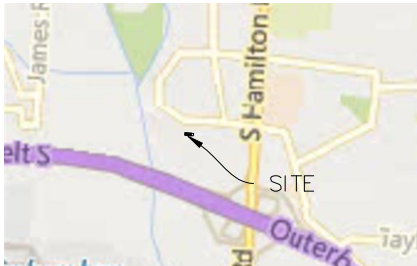
My Commission Expires:

Notary Public
Print Name _____

THIS INSTRUMENT APPROVED AS TO FORM:
COLUMBIA GAS OF OHIO, INC.
SAM ABDULLAH, COUNSEL EK
JO# 22-0082886-00

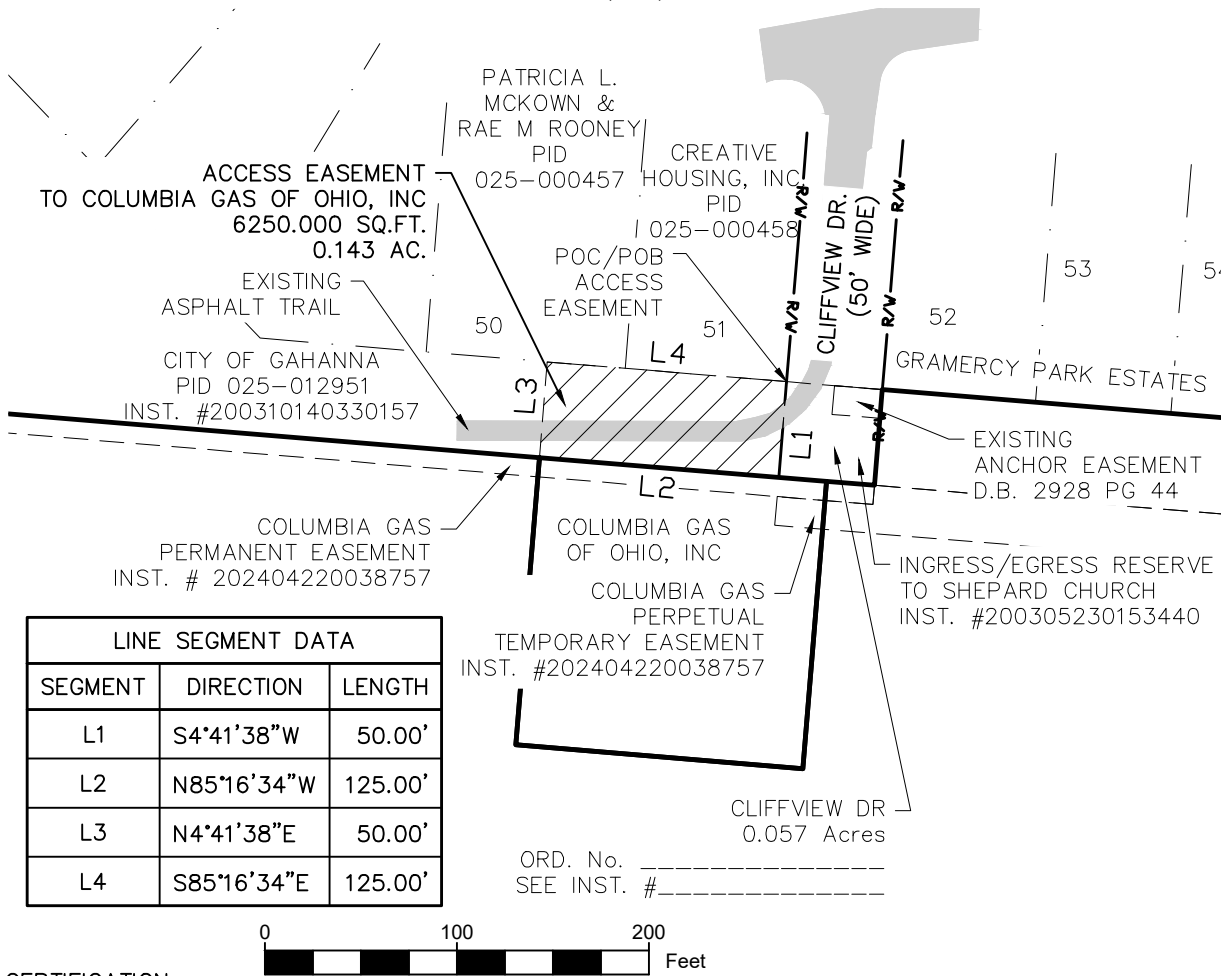
EXHIBIT 'A'

ACCESS EASEMENT TO COLUMBIA GAS OF OHIO INC.
PARCEL 025-012951
OWNER: CITY OF GAHANNA
LEGAL: R17 T1 1/4T4
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO



LOCATION MAP
(NTS)

Bearings are based on Geodetic North derived from GPS/RTN observations using ODOT CORS network stations, converted to the Ohio State Plane South Zone, Horizontal Datum NAD83(2011) epoch 2023.1212, resulting in the Southerly line of Gramercy Park Estates being South 85° 16' 34" East



CERTIFICATION

I, SCOTT R. LINDGREN, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS EASEMENT EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS BASED ON A DEED. THIS EXHIBIT IS FOR AN EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE REPRESENTED OR CONSTRUED AS A RETRACEMENT, OR ORIGINAL BOUNDARY SURVEY, OR A SURVEYOR LOCATION REPORT AND IS, THEREFORE, SUBJECT TO ANY GAPS, OVERLAPS OR OTHER INCONSISTENCIES SAID SURVEYS MAY REVEAL.

THIS 11TH DAY OF MARCH, 2025.

Scott R. Lindgren
SCOTT R. LINDGREN, PLS S-7853

NOTE:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
2. SURFACE OWNERSHIP OBTAINED FROM THE FRANKLIN COUNTY RECORDERS OFFICE.

LEGEND

- EXISTING RIGHT OF WAY
- SUBJECT EASEMENT
- TAX PARCEL
- ACCESS EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



CITY OF GAHANNA
QUARTER TOWNSHIP 4, TOWNSHIP 1,
RANGE 17, US MILITARY LANDS,
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO



TOTALS
ACCESS EASEMENT
6250.000 SQ. FT., 0.143 AC

DATE: 3/11/2025
DRAWN BY: LKB
CHECK BY: SRL
SCALE: 1"=100'
DEED: INST. # 200310140330157

EXHIBIT 'A' COLUMBIA GAS OF OHIO