

Easement No. _____

EASEMENT

FOR valuable consideration received, does hereby acknowledged, **CITY OF GAHANNA** (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:

Recorded In: Instrument Numbers 01101120006356, 200005170097210, and 200310140330157

Permanent Parcel No.: 025-000876, 025-012061, and 025-012951

Property Address: Price Road, Gahanna, Ohio

Containing: 33.16 acres more or less, being located in Section 4, Township 1, Range 17

United States Military Lands

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a fifty foot (50') wide easement as shown on Exhibit A attached hereto

and made part hereof; the fifty foot (50') foot wide area is referred to as the "Easement Area." In addition to the permanent fifty foot (50') foot wide Easement Area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional twenty- five foot (25') 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; provided, however, the Company consents to the existing trail and future trail extensions, as approved encroachments.

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: _____

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____.

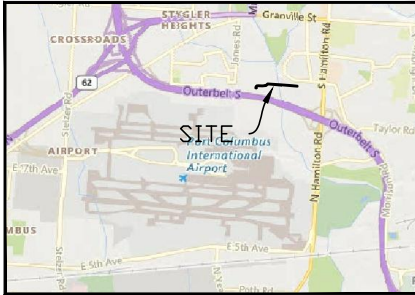
My Commission Expires:

Notary Public
Print Name _____

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO# 22-0082886-00 EDAK

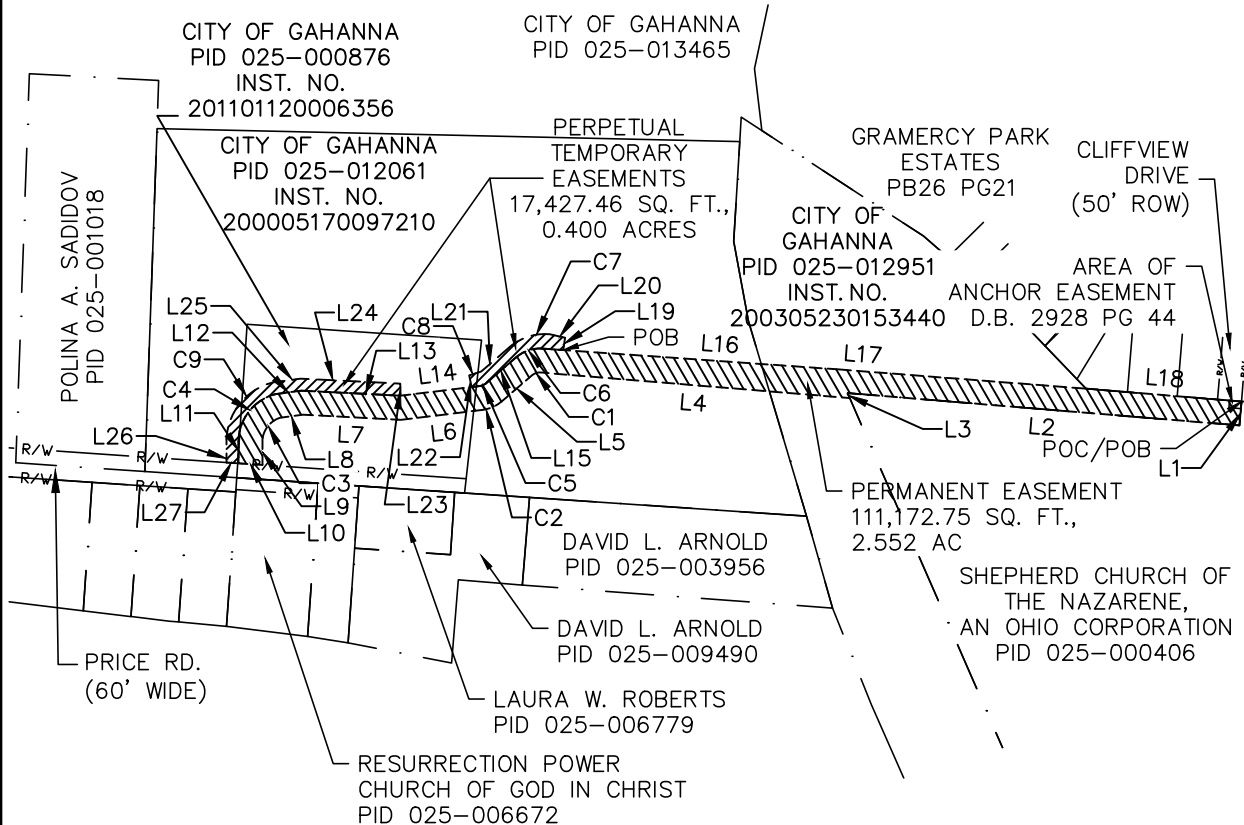
EXHIBIT 'A'

PERMANENT EASEMENT AND PERPETUAL TEMPORARY EASEMENT
TO COLUMBIA GAS OF OHIO, INC.
PARCELS 025-000876, 025-012061, 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 2024.0109, 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 (DEED DESCRIPTION RECORDED IN 201407240095299 IN THE OFFICE OF THE RECORDER OF FRANKLIN COUNTY, OHIO; 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 28TH DAY OF FEBRUARY 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

- R/W --- EXISTING RIGHT OF WAY
- SUBJECT EASEMENT
- TAX PARCEL
- ADJOINER PARCEL
- [Hatched Box] PERMANENT EASEMENT
- [Hatched Box] PERPETUAL TEMPORARY EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



CITY OF GAHANNA

PARCELS 025-000876, 025-012061, 025-012951
CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

TOTALS
PERMANENT EASEMENT =
111,172.75 SQ. FT., 2.552 AC
PERP. TEMP. EASEMENT =
17,427.46 SQ. FT., 0.400 AC

DATE: 2/28/2025
DRAWN BY: LKB
CHECK BY: SRL
SCALE: 1"=400'
INSTR. NO. 200305230153440
200005170097210
201101120006356


EXHIBIT 'A' COLUMBIA GAS OF OHIO

Columbia Gas®
A NiSource Company

EXHIBIT 'A'

LINE SEGMENT DATA			LINE SEGMENT DATA		
SEGMENT	DIRECTION	LENGTH	SEGMENT	DIRECTION	LENGTH
L1	S4°41'38"W	50.00'	L15	N49°16'01"E	81.94'
L2	N85°16'34"W	819.19'	L16	S85°58'30"E	614.87'
L3	S23°36'17"E	11.36'	L17	S85°33'06"E	519.79'
L4	N85°16'34"W	645.82'	L18	S85°16'34"E	324.98'
L5	S49°16'01"W	83.31'	L19	N8°34'07"E	25.89'
L6	S83°03'56"W	170.84'	L20	N77°14'11"W	33.00'
L7	N86°58'43"W	204.87'	L21	S49°16'01"W	73.01'
L8	S82°17'21"W	47.74'	L22	S11°13'21"E	25.07'
L9	S0°00'00"E	53.91'	L23	N1°12'52"W	25.13'
L10	N86°08'31"W	50.12'	L24	N87°07'37"W	208.30'
L11	N0°00'09"E	53.16'	L25	S82°17'21"W	58.07'
L12	N82°17'21"E	54.86'	L26	S0°00'00"W	52.54'
L13	S87°04'41"E	207.16'	L27	S86°08'31"E	25.05'
L14	N83°03'56"E	165.83'			

CURVE SEGMENT DATA				
SEGMENT	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	19.77'	25.00'	S72°04'08"W	19.26'
C2	44.24'	75.00'	S66°09'58"W	43.60'
C3	61.00'	53.90'	S39°35'59"W	57.80'
C4	126.45'	103.90'	N40°02'01"E	118.79'
C5	14.75'	25.00'	N66°09'58"E	14.53'
C6	60.81'	75.07'	N71°30'20"E	59.16'
C7	94.99'	113.31'	S70°58'47"W	92.23'
C8	26.11'	462.43'	S72°45'26"W	26.11'
C9	159.77'	128.90'	S40°08'51"W	149.74'




CITY OF GAHANNA

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CITY OF GAHANNA, FRANKLIN COUNTY, OHIO

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EXHIBIT 'A' COLUMBIA GAS OF OHIO



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