

SUPPLEMENTAL AGREEMENT

February 27, 2025

**CITY OF GAHANNA
200 S HAMILTON RD
GAHANNA, OHIO 43230**

**Re: Job Order No. 22-0082886-00– NCHP Phase 3 (the “Project”)
Property Address: Price Rd., Gahanna , Ohio
Parcel ID No.: 025-000876, 025-012061, and 025-012951 (the “Property”)**

Dear Landowner:

This letter is a Supplemental Agreement (“Agreement”) between Columbia Gas of Ohio, Inc., (“Company”) and CITY OF GAHANNA (“Landowner”) (collectively, the “Parties”) with regard to the Property. The Parties agree that this Agreement is a separate agreement between Company and Landowner and constitutes the full and final settlement of the negotiations between the Parties with respect to the terms contained in this Agreement. The terms of this Agreement are confidential and shall not be disclosed or caused to be disclosed to unrelated third-parties other than to consult with their legal, tax, financial, accounting, and other professional advisors in furtherance of the business herein, or as otherwise necessary to comply with Ohio public record disclosure pursuant to Ohio Revised Code Chapter 149.

1. Compensation.

- a. Company will pay Landowner a total of Seventy- Four Thousand Nine Hundred and Thirty and 00/100 Dollars (\$74,930.00). The breakdown of said payment is as follows:
 - i. \$30,000.00 consideration for the permanent right-of-way;
 - ii. \$10,000.00 consideration for the perpetual temporary right-of-way;
 - iii. \$5,000.00 consideration for the temporary workspace; and
 - iv. \$29,930.00. in damages for any and all claims against Company relating to the Project on the Property, including, but not limited to, timber, crop, or any other surface damages.
- b. Landowner agrees to furnish a completed and executed W-9 to Company. Compensation will be reported to the Internal Revenue Service.
- c. Company shall issue a check promptly upon receipt of all necessary signed documents from the Landowner.

2. Nontransferable. The Parties agree that this Agreement is a contract solely between Company and Landowner and further agree that it will terminate when the Landowner or any affiliated party sells or conveys the Property to an unaffiliated third party. The Parties further agree that this Agreement shall not be assigned by the Landowner without the written consent of the Company. Nothing in this provision shall be construed as terminating or otherwise limiting the transferable nature of the permanent and perpetual temporary right of way easement as recorded.

3. Nonrecordable. With the exception of becoming part of the Council record, this Agreement shall not be otherwise recorded with Franklin County. If this Agreement is recorded with Franklin County by Landowner or Landowner's respective authorized officers, directors, members, agents, employees, successors or assigns, this Agreement shall immediately terminate and be null and void.

[Remainder of page intentionally left blank. Signatures on the following page.]

Sincerely,

COLUMBIA GAS OF OHIO, INC.

Date: _____

Courtney Willis, Leader Survey & Land

Acknowledged and agreed:

CITY OF GAHANNA

Date: _____

Print Name: _____

Title: _____

Check No. _____