

Easement No. _____

EASEMENT

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, **THE CITY OF OLMSTEAD FALLS, OHIO, an Ohio municipal corporation** (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 City of Olmstead Falls, County of Cuyahoga, State of Ohio, and more particularly described as follows:

Recorded In: Instrument No. 201210220872

Permanent Parcel No. 291-14-049

Property Address: NORTHWOOD DR

Containing: Block B in the Northwood Subdivision of the part of original Olmstead Township Tract No. 3, as shown by the recorded Plat in Volume 290 of Maps, Page 73, and refilled in Volume 291 of Maps, Page 30, of Cuyahoga County Records, be the same more or less but subject to all legal highways.

The pipelines laid pursuant to the terms and conditions of this agreement shall be located within the limits of Block B as shown the Northwood Subdivision Plat.

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.

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 said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

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, 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, ("Easement Area"), 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 industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this 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 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____.

THE CITY OF OLMSTEAD FALLS, OHIO

By: _____

Print Name _____

By: _____

Print Name _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____ of the aforementioned, **THE CITY OF OLMSTEAD FALLS, OHIO**, who represented that _____ duly authorized in the premises, and who acknowledged that _____ did sign the foregoing instrument, and that the same is _____ free act and deed as such _____ and is the free act and deed of said **THE CITY OF OLMSTEAD FALLS, OHIO**.

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# 10-0129768 jdm