

RIGHT OF WAY

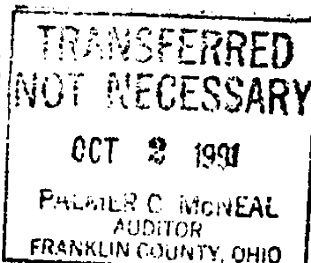
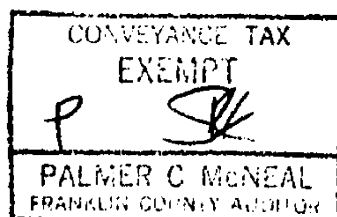
FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, \_\_\_\_\_

PEPPERTREE CONDOMINIUM ASSOCIATION

(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 a pipeline 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 pipe without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in City of Columbus

Blind Run, Franklin County, Ohio, and more particularly described as follows:

Pipeline laid, pursuant to the terms and conditions of this Right of Way agreement, within the limits of a twenty (20) foot wide easement whose centerline is shown on Drawing No. 025-1359-91 attached hereto and made a part hereof.



TIME 1:50 P M  
RECORDED FRANKLIN CO., OHIO

OCT 2 1991

JOSEPH W. TESTA, RECORDER

RECORDER'S FEE \$

12.00

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.

All pipe 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 pipeline 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, shrubbery, drain tiles, trees or 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.

The Company shall indemnify and hold harmless the Grantor and all of its agents, employees and/or representatives from and against all claims, damages, losses, suits and actions; including attorney's fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of said pipeline on, over, under and across said premises, unless caused by the negligence of Grantor, its agents, employees and/or representatives.

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 16<sup>th</sup> day of September, 1991.

Signed and acknowledged  
in the presence of:

PEPPERTREE CONDOMINIUM ASSOCIATION

William W. Dawley  
William W. Dawley  
Kevin W. Enke  
Kevin W. Enke

By: Judith A. Burch, Pres.  
Judith A. Burch

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

STATE OF OHIO )

COUNTY OF Franklin )

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Judith A. Burch of the aforementioned, Peppertree Condominium Association who represented that she was duly authorized in the premises, and who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed as such PRESIDENT and is the free act and deed of said Peppertree Condominium Association.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 16<sup>th</sup> day of SEPTEMBER, 1991.

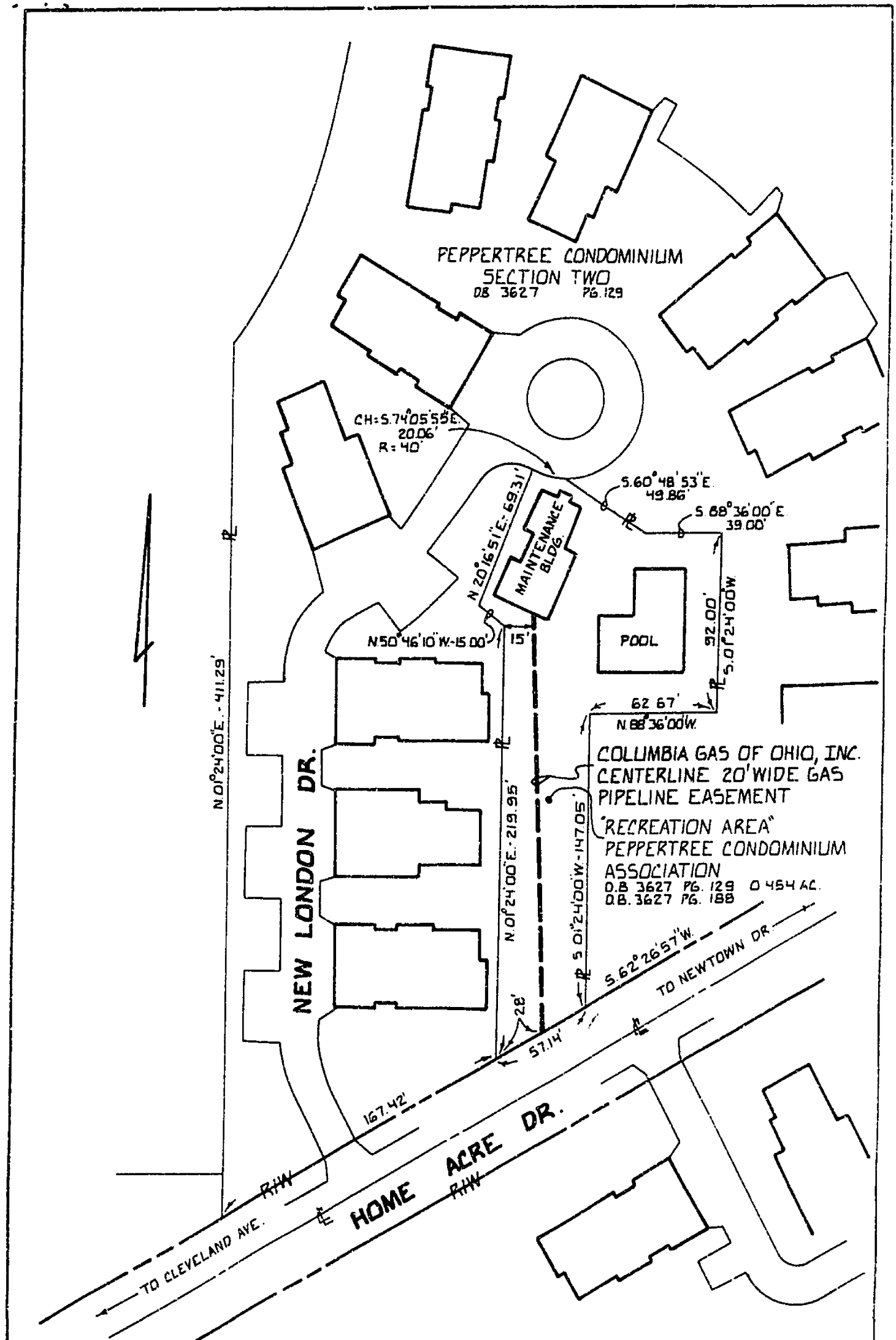
My Commission Expires:

THIS INSTRUMENT PREPARED BY;  
COLUMBIA GAS OF OHIO, INC.



Wayne A. McFarland  
Notary Public

WAYNE A. McFARLAND  
Notary Public, State of Ohio  
My Commission Expires 5-12-95



|                                                                                                                                   |                      |                           |                |                                |                           |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|----------------|--------------------------------|---------------------------|
| COMPANY <b>COLUMBIA GAS OF OHIO, INC.</b>                                                                                         |                      |                           |                | WORK ORDER<br>107-555-323-4484 |                           |
| PROJECT<br>CENTERLINE 20' WIDE GAS PIPELINE EASEMENT<br>ON PROPERTY OF<br>PEPPERTREE CONDOMINIUM ASSOCIATION<br>'RECREATION AREA' |                      |                           |                | LOCATION<br>CITY OF COLUMBUS   |                           |
|                                                                                                                                   |                      |                           |                | COUNTY<br>FRANKLIN             |                           |
|                                                                                                                                   |                      |                           |                | STATE<br>OHIO                  |                           |
| DATE<br>6-14-91                                                                                                                   | ENGINEER<br>W.A.D.   | FIELD BK. _____ PG. _____ | MAPS<br>N10-E2 | REVISIONS                      | DRAWING NO<br>025-1359-91 |
| SCALE<br>1"=60'                                                                                                                   | TECHNICIAN<br>D.R.K. | FIELD BK. _____ PG. _____ |                |                                |                           |