

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 Avon, Ohio, an Ohio municipal corporation**, (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 Township of Avon, Lorain County, State of Ohio, and more particularly described as follows:

Recorded In: Instr. No. 2003-0918937

Permanent Parcel Nos.: 04-00-016-102-032

Property Address: 35400 Schneider Court, Avon, Ohio 44011

Containing: 24.47 acres and known as being part of Original Avon Township Section No. 16.

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a ten foot (10') wide easement as shown on Exhibit A attached hereto and made part hereof; the ten foot (10') wide area is referred to as the "Easement Area."

In addition to the permanent ten foot (10') wide Easement Area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional ten feet (10') of space, being ten feet (10') on either side of said permanent Easement Area, 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.

Grantor shall be entitled to and have access to ingress and egress to and from their premises, 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.

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 mediator selected from a list and agreeable to both parties.

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 26 day of August, 2020.

The City of Avon, Ohio

By: [Signature]

Bryan Jensen

Mayor

STATE OF OHIO)
) SS:
COUNTY OF LORAIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Bryan Jensen** of the aforementioned **The City of Avon, Ohio** who represented that he is duly authorized in the premises, and who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed as such **Mayor**, and is the free act and deed of said **The City of Avon, Ohio**.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 26 day of August, 2020.

My Commission Expires:

August 2, 2025

Rose Frances Seighman
Notary Public

THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF OHIO, INC.
JO# 20-0126815-00 TS-ORC



Rose Frances Seighman

NOTARY PUBLIC
STATE OF OHIO

My Commission Expires
August 2, 2025



The City of Avon, Ohio

Date: August 26, 2020

Re: Columbia Gas of Ohio, Inc.
Easement for property located at
35400 Schneider Court, Avon, Ohio 440114 (the "Property")

To Whom It May Concern:

This letter serves as an agreement between Columbia Gas of Ohio, Inc. ("Columbia") and **The City of Avon, Ohio, an Ohio municipal corporation**, ("Landowner") (collectively, the "Parties"). Columbia is preparing to install natural gas pipelines on certain real property owned by Landowner. The Parties agree that after construction of the pipelines are completed, Columbia will prepare an exhibit depicting the actual easement areas and attach the same as Exhibit A to the Easement, copy of which is attached hereto as Appendix A (the "Easement"). Within a reasonable time after the preparation of that Exhibit A, Columbia shall record the Easement with the Lorain County Recorder and forward a copy to Landowner.

Landowner agrees to neither sell nor encumber the Property to the detriment of the Easement (other than mortgages and other financing documents) without giving Columbia at least Thirty days' written notice; provided, however, if any such transfer or encumbrance occurs, Landowner shall promptly cause the new landowner to execute and deliver to Columbia a replacement easement on the same terms and conditions as the Easement other than the name of the Grantor. Once the Easement with the exhibit is recorded, the Parties agree this letter agreement will terminate.

Sincerely,

Columbia Gas of Ohio, Inc.

By: Courtney Willis
Leader, Land & Survey, Columbia Gas of Ohio Inc.

Acknowledged and agreed:

The City of Avon, Ohio

By: 

Bryan Jensen

Mayor

JO# 20-0127062-00 TS-ORC