

Easement No. _____

EASEMENT

This Easement (collectively, this "Easement") is made by and between **THE CITY OF LORAIN, an Ohio Municipal Corporation**, with a mailing address of 200 W. Erie Ave., Lorain, OH 44052 (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee a nonexclusive easement in, on, over, under, across, and through Grantor's property situated in City of Lorain, Lorain County, Ohio, Permanent Parcel Nos. 0202021115007 & 0202021115008, and more particularly described in Instr. No. 20130461075 & Vol. 1273, Page 810 , as recorded in the Office of Recorder of Deeds, Lorain County, Ohio on 5/14/2013 & 12/23/1980 (the "Premises") to all the following:

- i. construct, operate, maintain, improve, repair, inspect, replace, (any change in diameter requires prior written approval of the Lorain City Engineer, which shall not be unreasonably denied, delayed, or conditioned), remove, and abandon-in-place (no abandonment in place is permitted within fifty (50) feet of any bridge or structural foundation without the Lorain City Engineer approval, which shall not be unreasonably denied, delayed, or conditioned) pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities"; however, consistent with the landowner described in this Subsection, any change in the diameter, depth, or location of the existing or hereafter installed Facilities requires the prior written approval of the Lorain City Engineer, which will not be unreasonably denied, delayed, or conditioned); and
- ii. perform pre-construction and due diligence work; and

- iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and
- iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following: (a) clear the Easement Area (defined below) of obstructions that, in Grantee's commercially reasonable discretion, prevent or unreasonably interfere with the Grantee's allowed use of the Easement Area. ; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the "Easement Area") as described or depicted, or both, on the attachment, Exhibit A, which is fully incorporated into this Easement.

Grantor retains the right to the full use and enjoyment of the Easement Area, except to the extent such use and enjoyment unreasonably interfere with the rights granted to Grantee under this Easement. The Grantor and the Grantor's agents, representatives and independent contractors shall not engage in any activity within the Easement Area that creates or could create an unreasonable safety issue or otherwise unreasonably interferes with the rights granted to Grantee in this Easement.

Grantee shall timely restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee in good faith exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (b) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of this Easement, of 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 GRANTEE AGREE THAT, EXCEPT TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF GRANTEE OR ITS REPRESENTATIVES AND CONTRACTORS, GRANTEE SHALL NOT BE LIABLE FOR, AND IS FOREVER 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, RELATED TO THE PRESENCE OF POLLUTANTS, CONTAMINANTS, PETROLEUM, HAZARDOUS SUBSTANCES, OR ENDANGERMENTS IN, BENEATH, OR ALONG THE PREMISES.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

Except in the event of an emergency, Grantee shall not excavate within twenty-five (25) feet of any bridge foundation, abutment, wingwall, culvert, or hydraulic structure located within the Easement Area without prior written approval of the Grantor's City Engineer, which will not be unreasonably denied, conditioned, or delayed. For the avoidance of doubt, the Grantor's City Engineer approves Grantee's initial installation of the Facilities, which will be located approximately twenty-five feet (25') from the public right-of-way boundary existing as of the execution of the execution date of this easement.

Prior to the commencement of any repair, replacement or construction by Grantee or its agents, or subcontractor (except in the event of an emergency), Grantee shall submit engineered plans addressing the project details and excavation limits to the Grantor's City Engineer for review and approval, which will not be unreasonably denied, delayed, or conditioned. The plans shall contain sufficient design details and supporting information to enable the Grantor's City Engineer to that the proposed work will not adversely impact any roadway, bridge, infrastructure improvement, or waterway.

[Remainder of page intentionally blank. Easement continues next page.]

The Grantee, to the extent allowable by law, agrees to indemnify, defend, and hold harmless Grantor from and against any and all losses, liabilities, claims and damages, costs and expenses (including reasonable attorney's fees and court costs) arising from Grantee's construction, operation, maintenance, repair, and/or replacement of the Facilities not inconsistent with the Grantee's filed tariff with the Public Utilities Commission of Ohio (PUCO) and Ohio law. The Grantee, however, shall not indemnify, defend, and hold harmless from and against all losses, liabilities, claims and damages, costs and expenses (including reasonable attorney's fees and court costs) arising from the actions of Grantor and its respective officers, directors, members, agents, employees, invitees, or licensees. Notwithstanding anything contained herein, Grantor, at its sole cost and expense, expressly reserves the right to access the Easement Area and adjoining property for purposes of bridge inspection, maintenance, repair, rehabilitation, removal, and replacement, whether emergency or non-emergency in nature. Grantee acknowledges that the Grantor anticipates that the existing bridge and culvert, which are located within the public right-of-way, adjacent to the Easement Area will be replaced within the next 4 to 6 years. At such time as the bridge and culvert are replaced the Grantee shall cooperate with the Grantor in the event all or any portion of the Grantee's gas lines and other improvements need to be replaced or relocated. The Grantee shall be responsible for all costs incurred to replace and/or relocate the Facilities that may hereafter be incurred in conjunction with the repair and or replacement of the bridge and culvert. For emergency conditions affecting public safety or structural integrity, the Grantor may immediately enter the Easement Area and perform necessary work without prior notice to Grantee. For non-emergency bridge work, the Grantor shall provide reasonable notice when practicable and be responsible for all costs affecting the disruption of Grantee's Facilities.

Grantee shall cooperate with the Grantor's construction activities and shall, at the Grantor's request, temporarily relocate, protect, support, or otherwise accommodate the Grantee's Facilities as required to facilitate any further of the Grantor's bridge removal and replacement or associated work so long as Grantor provides Grantee timely written notice affording Grantee a commercially reasonable amount of time to ascertain whether and to what extent Grantor's activities damage the Facilities or inhibit the Facilities' safe use and operations in any way.

Grantee expressly agrees that its relocation, adjustment, protection, temporary support, or permanent reinstallation of its Facilities into this Easement required in connection with the Grantor's anticipated corresponding bridge removal and replacement project shall be performed at Grantee's sole cost and expense, including engineering, construction, inspection, and restoration. No reimbursement or compensation shall be owed by the Grantor for such current utility relocation work. After the Grantee relocates its Facilities in conjunction with the Grantor's anticipated bridge removal and replacement project, then the Grantor agrees and understands that thereafter any further temporary or permanent relocation of Grantee's Facilities due to Grantor's bridge or other right-of-way infrastructure work are at Grantor's sole cost and expenses or otherwise financially reimbursable to Grantee.

EXHIBIT "A"

**DESCRIPTION OF A 20' WIDE GAS PIPELINES
STRIP EASEMENT FOR
COLUMBIA GAS OF OHIO, INC.
(A NiSource Company)**

Situate in the State of Ohio, County of Lorain, City of Lorain, being part of Lot 35 of the Sherwood Allotment No. 1, as recorded in Plat Volume 17, Page 33, being a non-exclusive easement within the bounds of Parcel Numbers 02-02-021-115-007 and 02-02-021-115-008, and being currently conveyed to **The City of Lorain** (hereon referred to as Grantor) of record in Instrument Number 2013-0461075 and Deed Volume 1273, Page 810, recorded in the Lorain County Recorder's Office, Elyria, Ohio, and being more particularly described as follows:

Commencing at an Iron Pin Found in northwest corner of Lot 35 and the south right-of-way line of Windsor Court (50' R/W). Thence, **N-89° 55' 09"-E** with the south right-of-way line of Winsor Court for a distance of **15.52** feet to a point, said point is the **Point of Beginning** of the hereon described easement.

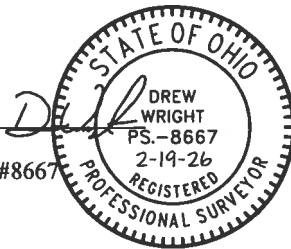
Thence, with the following four (4) courses and distances of which cross over and through said parcels of the Grantor herein and are described as follows:

1. Thence, **N-89° 55' 09"-E** for a distance of **22.37** feet to a point;
2. Thence, **S-26° 32' 33"-W** for a distance of **142.08** feet to a point in the north line of Lot 36 of said Sherwood Allotment;
3. Thence, **N-77° 05' 53"-W** with said line for a distance of **20.58** feet to a point;
4. Thence, **N-26° 32' 33"-E** for a distance of **136.91** feet to the **Point of Beginning**.

Said easement as surveyed contains **2,789.93±** Square Feet of land more or less.

By:

Drew Wright
Professional Surveyor #8667



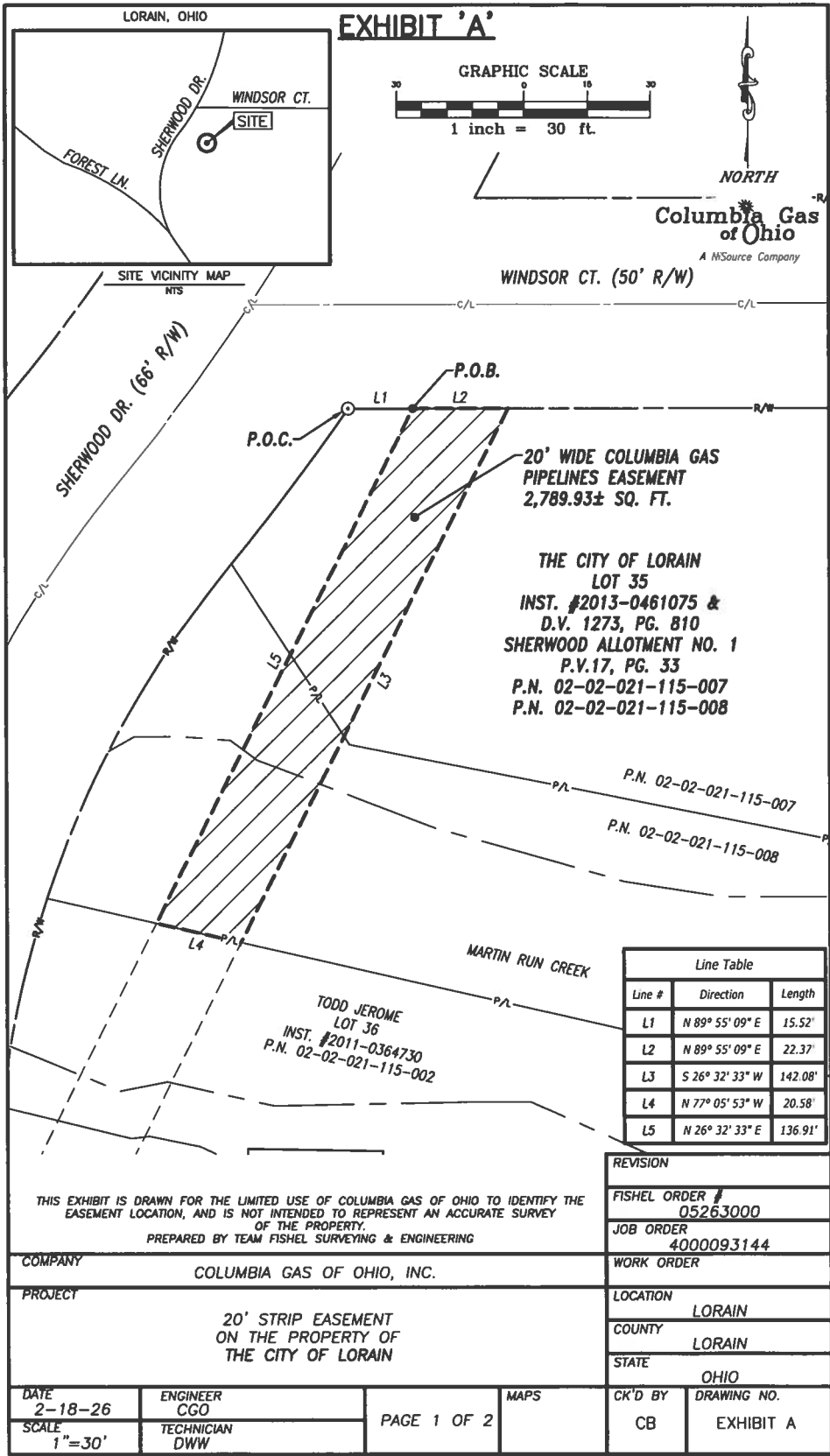
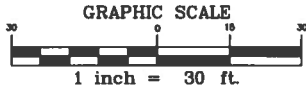
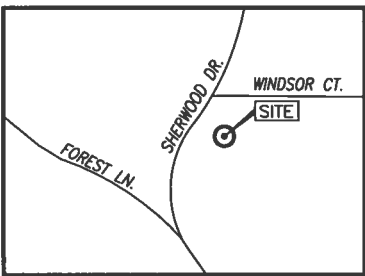


EXHIBIT 'A'



Columbia Gas of Ohio
A HSource Company

SITE VICINITY MAP
NTS

WINDSOR CT. (50' R/W)

SHERWOOD DR. (66' R/W)

P.O.C.
L1
L2
P.O.B.

20' WIDE COLUMBIA GAS
PIPELINES EASEMENT
2,789.93± SQ. FT.

THE CITY OF LORAIN
LOT 35
INST. #2013-0461075 &
D.V. 1273, PG. 810
SHERWOOD ALLOTMENT NO. 1
P.V.17, PG. 33
P.N. 02-02-021-115-007
P.N. 02-02-021-115-008

P.N. 02-02-021-115-007
P.N. 02-02-021-115-008

MARTIN RUN CREEK

TODD JEROME
LOT 36
INST. #2011-0364730
P.N. 02-02-021-115-002

Line Table		
Line #	Direction	Length
L1	N 89° 55' 09" E	15.52'
L2	N 89° 55' 09" E	22.37'
L3	S 26° 32' 33" W	142.08'
L4	N 77° 05' 53" W	20.58'
L5	N 26° 32' 33" E	136.91'

THIS EXHIBIT IS DRAWN FOR THE LIMITED USE OF COLUMBIA GAS OF OHIO TO IDENTIFY THE EASEMENT LOCATION, AND IS NOT INTENDED TO REPRESENT AN ACCURATE SURVEY OF THE PROPERTY.
PREPARED BY TEAM FISHEL SURVEYING & ENGINEERING

REVISION	
FISHEL ORDER #	05263000
JOB ORDER	4000093144
WORK ORDER	
LOCATION	LORAIN
COUNTY	LORAIN
STATE	OHIO
CK'D BY	DRAWING NO.
CB	EXHIBIT A

COMPANY	COLUMBIA GAS OF OHIO, INC.		
PROJECT	20' STRIP EASEMENT ON THE PROPERTY OF THE CITY OF LORAIN		
DATE	ENGINEER	MAPS	PAGE 1 OF 2
2-18-26	CGO		
SCALE	TECHNICIAN		
1"=30'	DWW		