

EASEMENT

Easement No. 25-03-466

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, _____

JASONWAY PROFESSIONAL OFFICE BUILDING LTD., an Ohio Limited Liability Company

(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 non-exclusive 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 Clinton Township, Franklin County, Ohio, and more particularly described as follows:

RECORDED IN OFFICIAL RECORDS: 33490 F17
PERMANENT PARCEL NUMBER: 010-221447
CONTAINING: 1.906 Acres, more or less

075540

The above said gas pipeline laid pursuant to the terms and conditions of this agreement are located within the limits of a five (5) foot wide easement strip of land south of and parallel to the northern property line of the aforementioned property a distance of four-hundred forty (440) feet from the eastern edge of the right-of-way of Jasonway Avenue as shown on Exhibit "A" attached hereto and made a part hereof.

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 to the Company to operate, maintain, repair, replace or remove any such facility.

All pipes shall be buried so as not to interfere with the use of the land for an office building, related parking, and landscaped areas.

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 condition at the time of any such entry.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, crops 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 of 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 pipelines 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.

M:\0057\CRMS\HOWE\EASEMENT.doc

TIME 3 02 P.M. M
RECORDER FRANKLIN CO., OHIO

MAY 12 1997

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 18

TRANSFER
NOT NECESSARY
MAY 9 1997
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
P DB
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this 15 day of April, 1997.

Signed and acknowledged in the presence of:

JASONWAY PROFESSIONAL OFFICE BUILDING LTD., an Ohio Limited Liability Company

(sign) [Signature]
(print) K. G. BELLVINS JR

By: [Signature]
MEMBER
JAMES PRITCHARD

(sign) [Signature]
(print) SCOTT LANCIA

By: _____

STATE OF OHIO)
) SS:
COUNTY OF Franklin)

BEFORE ME, a Notary Public in and for said County and State, personally appeared James Pritchard, MD, member

of the aforementioned, Jasonway Professional Office Building, MD 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 Member and is the free act and deed of said Company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 15 day of April, 1997.

My Commission Expires:



RUTH A. LANDER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES FEB. 18, 2001

[Signature]
Notary Public

25-03-466

THIS INSTRUMENT PREPARED BY
COLUMBIA GAS OF OHIO, INC. FOR
THE FISHEL COMPANY
W.O.#95-0132147-00 F#95001-250

107-555-WP2147-1324

MAIL
ENVELOPE FURNISHED
Return to
MICHAEL F. SUCHARSKI
SUPERVISOR CIVIL ENG.
& LAND SERVICES
COLUMBIA GAS OF OHIO, INC.
P.O. BOX 117
COLUMBUS, OHIO 43216-0117

35096110

EXHIBIT "A"

GRAPHIC SCALE



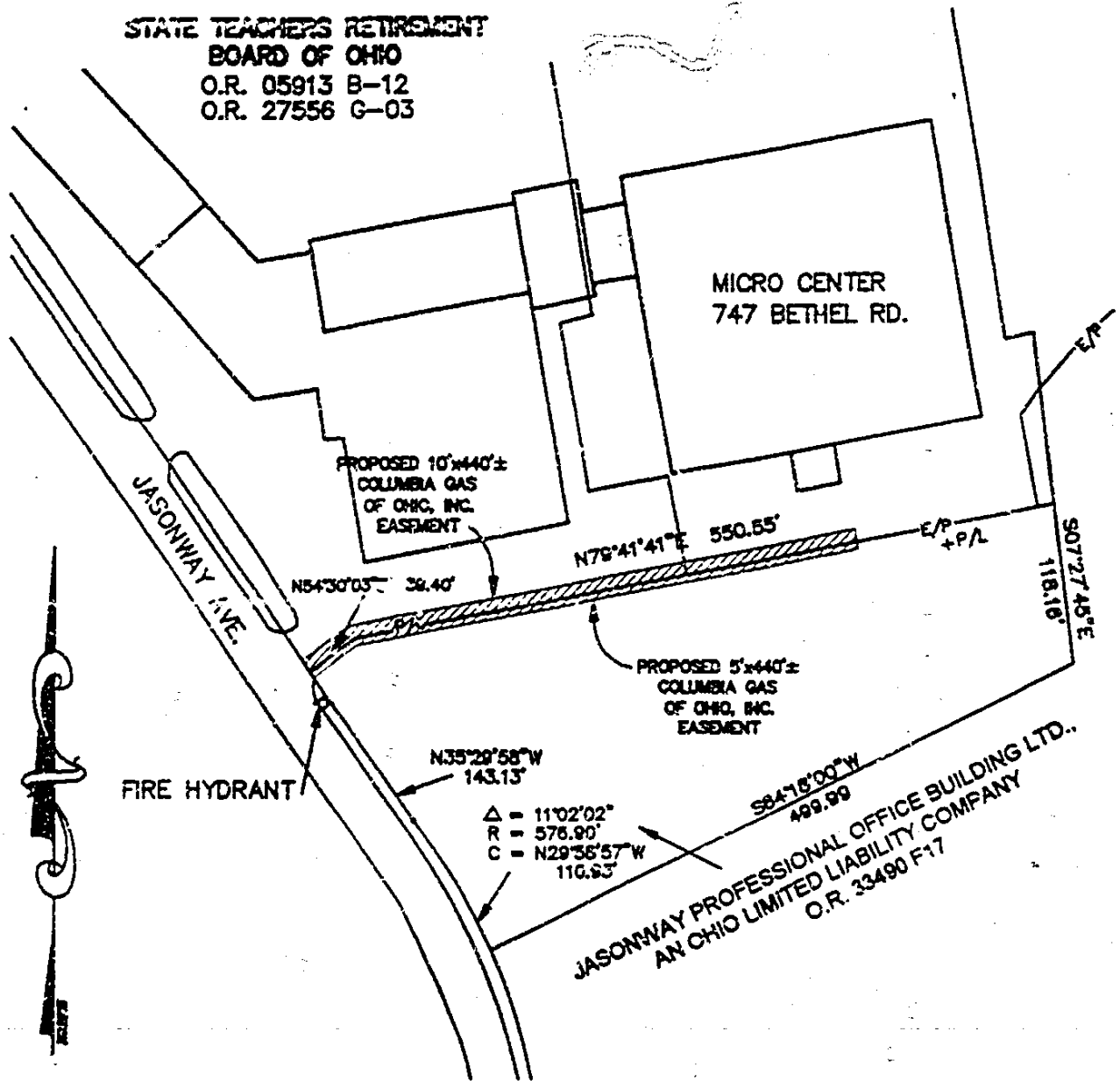
(IN FEET)
1 inch = 120 ft.

LEGEND

COLUMBIA GAS OF OHIO, INC.
15' WIDE NON-EXCLUSIVE
GAS PIPELINE EASEMENT.

- = NEW
- E/P = EDGE OF PAVEMENT
- P/L = PROPERTY LINE

STATE TEACHERS RETIREMENT
BOARD OF OHIO
O.R. 05913 B-12
O.R. 27556 G-03



P195001-250 25-03-466

95-0132147-00

COMPANY COLUMBIA GAS OF OHIO, INC.		WORK ORDER 107-555-WP2147-1324	
PROJECT 5' WIDE NON-EXCLUSIVE GAS PIPELINES EASEMENT ON THE PROPERTY OF JASONWAY PROFESSIONAL OFFICE BUILDING LTD., AN OHIO LIMITED LIABILITY COMPANY.		LOCATION COLUMBUS	
		COUNTY FRANKLIN	
		STATE OHIO	
DATE 4/26/96	ENGINEER HOCKADEN & ASSOC.	MAPS 324-436-N	OK'D BY TDL
SCALE 1"=120'	TECHNICIAN ANTHONY WRIGHT	PAGE 1 of 1	DRAWING NO. EXHIBIT A