

## AGREEMENT OF RIGHT-OF-WAY 95-044

FOR AND IN CONSIDERATION of One Dollar, and other good and valuable considerations, to be paid when said pipeline is laid, on the parcel of land containing 109.54 acres located at 3060 LANCASTER-KIRKERSVILLE ROAD

and owned by MILDRED L. HATTER, SOLE OWNER, 414 EAST ALLEN ST., LANCASTER, OHIO 43130, herein called Grantor(s),

do(es) hereby give, grant, bargain, sell and convey unto Northeast Ohio Natural Gas Corp., 132 East Main Street, Lancaster, Ohio 43130, a natural gas public utility, herein called Grantee, its successors and assigns, the right to lay, operate, maintain, repair, replace and remove a six inch (6") diameter or smaller pipeline, along with valves and all other necessary appurtenances thereto required for the distribution or transportation of natural gas and its constituents on, over, through, and across the lands of the Grantor(s), with the right of ingress and egress to and from said pipeline being described as follows, to wit, this land being located in the SOUTHWEST quarter of section 13, GREENFIELD township, Fairfield county, state of Ohio, bounded substantially as follows, to wit:

On the north by lands of C. CRAIGLOW, 6.00 AC, R. BARNER, 3.00 AC + R.H. GIBBS, 4.00 + 2.25 AC.  
 On the east by lands of D.S. RAWN, 84.10 AC, R. BAKER (TRUST), 15.84 AC, + D.V. HILL, 2.00 AC.  
 On the south by lands of D.V. HILL, 2.00 AC + T.L. ACTON, 1.00 AC, THE COONDAW RD.  
 On the west by lands of C. CRAIGLOW, 6.00 AC, + THE LANCASTER-KIRKERSVILLE ROAD.

This Right-of-Way shall have a total width of twenty (20) feet during construction, maintenance, repairing, and replacing said pipeline. Both parties shall mutually agree upon the location of said pipeline to be laid on the Grantor(s)' property.

It is agreed that the pipeline laid under this Right-of-Way shall be buried at three (3) feet in depth wherever possible so that the Grantor(s) may fully use and enjoy the above described premises except for the purposes herein granted. Grantor(s) shall not construct or permit construction of any buildings or structures on or over said Right-of-Way and shall not change the final grade of said Right-of-Way without specific written consent from Grantee.

Grantee hereby agrees to pay for damages, if any, which might arise to crops, buildings, drain tiles, and fences in the laying, operating, maintaining, repairing, and removing said pipeline. If such damages can not be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons, one appointed by the Grantor(s), one by Grantee, and the third the two so appointed. The award of such three persons shall be final and conclusive.

It is understood that this grant contains and expresses all the agreements and obligations of the parties hereto and no covenant, agreement or obligation not expressed herein shall be imposed upon the parties hereto, their heirs, successors and assigns. This grant shall be binding upon the Grantor(s) and Grantee, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HER signature(s) this 4<sup>TH</sup> day of APRIL, 1995.

Signed and acknowledged in the presence of:

Signature:

By: Mildred L. Hatter

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

STATE OF OHIO )  
 COUNTY OF FAIRFIELD )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MILDRED L. HATTER who acknowledged that SHE did sign the foregoing instrument and that the same is HER free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4<sup>TH</sup> day of APRIL, 1995.

Josh E. Elick  
 Notary Public

THIS INSTRUMENT PREPARED BY NORTHEAST OHIO NATURAL GAS CORP

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100%  $\text{CO}_2$  (100%  $\text{CO}_2$ ), 100%  $\text{CO}_2$  (100%  $\text{CO}_2$ )

✓

Gene Wood

Barbara Curtis  
AUDITOR, FAIRFIELD COUNTY OHIO

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