

D. & D. MILLER

AGREEMENT OF RIGHT-OF-WAY

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 3.00 acres located at 3155 LANCASTER-KIRKERSVILLE RD.

and owned by NW LANCASTER OHIO 43130 herein called Grantor(s), DANIEL J. & DELORES K. MILLER, HUSBAND & WIFE 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 SOUTHEAST quarter of section 14, GREENFIELD township, Fairfield county, state of Ohio, bounded substantially as follows, to wit:

On the north by lands of N. BAILEY 3.11 ACRES
On the east by lands of LANCASTER-KIRKERSVILLE RD - ST. RT. #150
On the south by lands of A. MCNICHOLS 3.92 AC.
On the west by lands of G & K. FERRELL 8.68 ACRES.

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 THEIR signature(s) this 10TH day of JULY, 1993. **TRANSFER NOT NECESSARY**

Signed and acknowledged in the presence of:

Signature:

By:

By:

Acknowledged:

By:

By:

STATE OF OHIO)

COUNTY OF FAIRFIELD)

Address of Grantor(s) if different from above.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named DANIEL J. & DELORES K. MILLER who acknowledged that THEY did sign the foregoing instrument and that the same is THEIR free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10TH day of JULY, 1993.

JACK E. ELICK
Notary Public, State of Ohio
My Commission Expires 10-16-94

Jack E. Elick
Notary Public

THIS INSTRUMENT PREPARED BY NORTHEAST OHIO NATURAL GAS CORP.

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WJ

RECORDER, FAIRFIELD COUNTY, OHIO

Gene Wood

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David J Miller

Polina V Miller

Northwood Ohio National War Corp

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