

## AGREEMENT OF RIGHT-OF-WAY

VOL.

D. P. SCHAFFNER  
646 PAGE 276

FOR AND IN CONSIDERATION of One Dollar, and other good and valuable considerations, to be paid when said pipeline is laid,

PAUL RICKEY SCHAFFNER (SOLE OWNER) TWO (2) ONE ACRE LOTS, LOCATED AT AND LANCASTER-KIRKERSVILLE RD., 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 NORTHEAST quarter of section 23, GREENFIELD township, Fairfield county, state of Ohio, bounded substantially as follows, to wit:

On the north by lands of L. WOLFE, G. KIGER & J. SIMMONS  
On the east by lands of CENTERLINE, LANCASTER-KIRKERSVILLE RD.  
On the south by lands of L. & M. MOHLER  
On the west by lands of C. FAUBLE, 2 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. THIS AGREEMENT INCLUDES TWO (2) LOTS WITH A TOTAL AVERAGE OF 2 ACRES, ADJACENT.

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 HIS signature(s) this 5TH day of APRIL, 1993.

Signed and acknowledged in the presence of:

Signature:

By: Paul P. Schaffner

By: OWNERS ADDRESS

STATE OF OHIO

COUNTY OF FAIRFIELD

Acknowledged:

By: Paul P. Schaffner

By: Paul P. Schaffner

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named PAUL RICKEY SCHAFFNER who acknowledged that HE did sign the foregoing instrument and that the same is HIS free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5TH day of APRIL, 1993.

JACK E. ELICK  
Notary Public, State of Ohio  
My commission expires 10-16-94

My commission expires

THIS INSTRUMENT BEING PREPARED BY NORTHEAST OHIO NATURAL GAS CORP.

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**TRANSFER  
NOT NECESSARY**

APR 8 1996

*Julius Guttis*  
RECORDER, FAIRFIELD COUNTY, OHIO

RECEIVED IN FAIRFIELD  
COUNTY, OHIO  
AT 11:55 PM  
RECORDED 4-8-96  
RECORDED VOL 646 PAGE 276

APR 8 1996

*Gene Wood*  
RECORDER, FAIRFIELD COUNTY, OHIO