

FOR AND IN CONSIDERATION OF NINE Dollars, and other good and valuable considerations, to be paid when said pipeline is laid, ROBERT H. and JAMES A. KEMMERER (H&W) 2966 LANCASTER - KICKERSVILLE RD. NW, 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, 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:

NORTHWEST quarter situated in section 24 GREENFIELD township, FAIRFIELD county, state of Ohio, bounded substantially as follows, to wit:

On the north by lands of	<u>W. GOWINS</u>
On the east by lands of	<u>ROWEN HOPFNER</u>
On the south by lands of	<u>C. KENNEDY</u>
On the west by lands of	<u>LANCASTER - KICKERSVILLE</u>

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 22nd day of MARCH, 1993.

Signed and acknowledged in the presence of: 13-15-24

Signature:

By: Robert H. Kemmerer

By: James A. Kemmerer

STATE OF OHIO)

COUNTY OF FAIRFIELD)

Acknowledged:

Thomas B. Port

Jack E. Elick

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named ROBERT H. + JAMES A. KEMMERER 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 22nd day of MARCH, 1993.

JACK E. ELICK

Notary Public, State of Ohio

My Commission Expires: My commission expires 10-16-94

Jack E. Elick
Notary Public

THIS INSTRUMENT PREPARED BY NORTHEAST OHIO NATURAL GAS CORP.

14- 95895

TRANSFER
NOT NECESSARY

APR 8 1996

Barbara Curtis
Auditor, Fairfield County, Ohio

RECEIVED IN FAIRFIELD
COUNTY, OHIO
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APR 8 1996

Gene Wood
Recorder, Fairfield County, Ohio