RIGHT OF WAY

1.1	As AND Glenice C. Liberts
المرمع الرحوا	1 1 1 d s , P s
	Margard & Mily
lompany), its successors and assigns,	hereby grant to Nos Salasta Flass Lines Chongistal (hereinafter called the the right to lay a pipe line over and through the premises hereinafter described, and or limitation, repair, replace and remove same, together with valves and other necessary
**************************************	Section 5 Township
**************************************	County, Ohio, situated in Qr. Twp. No, Township No
inge No and bounded	as follows:
n the North by lands of	
in the East by lands of 15.15	# 12
on the South by lands of Kathers	- Master Rad
In the West by lands of 15-15-0-0	Bough
nd containing 7509-	acres, more or less, with the right of ingress and egress to and from the same
where risers with attached valves may b The Company shall pay any damages w eplacing and final removing of said pip	the said premises, subject to the rights herein granted to the Company. All pipe, except become necessary, shall be buried so as not to interfere with the cultivation of the land which may arise to crops and fences from the laying, maintaining, operating, repairing the line. Said damages, if not mutually agreed upon, to be ascertained and determined by
the Company, its successors or assigns, as be final and conclusive. The Company, it otherslines of pipe alsewhere on said proportions as above; the laying of any or	to be appointed by the said Grantor
purchase gas for domestic use in one of provided in the current established re- ecritory where gas is to be delivered, in the nearest community served by the after the bill for the monthly reading	said premises, Grantor heirs and assigns, shall have the right to dwelling on said premises, subject to the Company's rules and regulations at the rate ate schedule filed with the Public Utilities Commission of Ohio applicable in the If no established rate schedule is applicable in said territory, then the rate prevailing Company shall apply. Grantor shall pay for all gas so delivered within ten (10) day period has been issued. Whenever the Company, its successors or assigns, shall desire astructed number authority of this right of way, the Grantor bright to purchase gas DELAWARE COUNTY. OHIO
	A STATE OF THE PARTY OF THE PAR
	FILED FOR RECORD NOV 2 0 1970 19 11'4 O'CLOCK AN
	30945 DELAWARE COUNTY, OHIO FILED FOR RECORD NOV 2 0 1970 19 11 11 OCCLORE A-N RECORDED NOV ember 27,1970 Deed RECORD
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	/RECORDED November 27,1970 Deed Record
	VOL 351 PAGE 388 FEE S 260 COUNT RECORDER COUNT RECORDER
Payment of all money due Granto by check made payable to his	VOL 351 PAGE 388 FEE S 260 VOL 351 COUNT RECORDER Or hereunder may be made to John St. Fakert St. Order and mailed to him at \$457 Sweet Toxxest
oy check made payable to his	VOL 351 PAGE 388 FEE S 260 VOL 351 PAGE 388 FEE S 260 COUNT RECORDER Or hereunder may be made to Annual SAST Financial Order and mailed to Annual SAST Financial One of the second
In Witness Whereof, the Parties he	VOL 351 PAGE 388 FESS 260 VOL 351 PAGE 388 FESS 260 COUNT RECORDER Or hereunder may be made to John St. Balant St. order and mailed to him at 5457 Fines Toxxest Ohio. creto have hereunto set their hands this 175 day of Delactor When County Recorder John County Recorder Little County Recorder Milliana County Relieved.
In Witness Whereof, the Parties he	PAGE 388 PAGE 3
In Witness Whereof, the Parties he	PAGE 388 PAGE 3
In Witness Whereof, the Parties he signed and acknowledged in the presence of:	PAGE 388 VOL 351 PAGE 388 FET 5 2 6-0 COUNTY RECORDER Or hereunder may be made to John State Toursest Onder and mailed to him at SAST Enter Toursest Ohio. Peter County Recorder Ohio. Peter County County Recorder Ohio. Peter County The Grantor is a county of the R. C. Date (W. M. F. Transfer Tax Paid Ment)
In Witness Whereof, the Parties he igned and atknowledged a the presence of:	PAGE 388 VOL 351 PAGE 388 COUNT RECORDER Or hereunder may be made to Ashan Samuel
In Witness Whereof, the Parties he igned and atknowledged in the presence of:	PAGE 388 PAGE 388 PAGE 388 PAGE 388 COUNT RECORDER In hereunder may be made to John State S
In Witness Whereof, the Parties he igned and atknowledged in the presence of: TATE OF OHIO TOUNTY OF Tranking	PAGE 388 VOL 351 PAGE 388 COUNT RECORDER Or hereunder may be made to John State Toursest Order and mailed to him at SAST Research Ohio. Creto have hereunto set their hands this 12 day of Delaware County The Grantor has county The Grantor has county The Grantor has county Section 319,202 of the R. C. Date // W. W. Transfer Tax Paid // Free Section 319,002 of the R. C. David R. Thomas, Auditor, By 1 100 in and for said County Section 300 and for said County Section 319,003 of the R. C.
In Witness Whereof, the Parties he igned and acknowledged the presence of: Light Land Committee of the presence of the presen	ARECORDED November 27,1970 PAGE 388 COUNT RECORDER Or hereunder may be made to John M. Bount S. Order and mailed to him at SAS Round Tourness of their hands this 17 day of Delaware County The Grantor has countied with Section 319,202 of the R. C. Date //w. W. W. Transfer Tax Paid //w. Transf
In Witness Whereof, the Parties he igned and acknowledged the presence of: In Witness Whereof, the Parties he igned and acknowledged the presence of: I ATE OF OHIO OUNTY OF Two willing Personally appeared before me, a ho acknowledged the signing of the fe	ARECORDED November 27,1970 PAGE 388 COUNT RECORDER Or hereunder may be made to John M. Bound S. Order and mailed to him at SAS Round Forward S. Ohio. Creeto have hereunto set their hands this 17 day of Delaware County The Grantor has complied with Section 319,202 of the R. C. Date //w. W. W. Transfer Tax Paid //w. Iss. David R. Thomas, Auditor, By J. In and for said County Line Section 319,202 in and for said County
In Witness Whereof, the Parties he igned and acknowledged in the presence of: License Company	AECOROSO November 27,1970 VOL 351 PAGE 388 GOUNT RECORDER To hereunder may be made to Shan San San San San San San San San San S
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In Witness Whereof, the Parties he igned and atknowledged in the presence of: Licensia C. Land C. Lan	AECOROSO November 27,1970 Deed RECORDS VOL 351 PAGE 388 COUNT RECORDER The bereunder may be made to Shan Secretary Order and mailed to him at 545 Round Secretary Ohio. Delaware County The Grantor has completed with Section 319,202 of the R. C. Date [M. N. M. Transfer Tax Paid 7] [M. Secretary TRANSFER NOT NECESS David R. Thomas, Auditor, By Form In and for said County Secretary Oregoing instrument to be Serve voluntary act and deed for the counts set my hand and affixed my official seal this day of the server stay of the server search and s
In Witness Whereof, the Parties he signed and acknowledged in the presence of: TATE OF OHIO Personally appeared before me, a. Thought and purposes therein mentioned. In Testimony Whereof, I have here	AECOROSO November 27,1970 Deed RECORDS VOL 351 PAGE 388 COUNT RECORDER The bereunder may be made to Shan Secretary Order and mailed to him at 545 Round Secretary Ohio. Delaware County The Grantor has completed with Section 319,202 of the R. C. Date [M. N. M. Transfer Tax Paid 7] [M. Secretary TRANSFER NOT NECESS David R. Thomas, Auditor, By Form In and for said County Secretary Oregoing instrument to be Serve voluntary act and deed for the counts set my hand and affixed my official seal this day of the server stay of the server search and s
In Witness Whereof, the Parties he signed and acknowledged in the presence of: About 1 County of Town of the formation of the first and purposes therein mentioned. In Testimony Whereof, I have here	The country be made to their hands this 17 day of Delaware Country The Grantov is a country Th
In Witness Whereof, the Parties he signed and acknowledged in the presence of: TATE OF OHIO Personally appeared before me, a show acknowledged the signing of the feet and purposes therein mentioned. In Testimony Whereof, I have here the seed of the feet and purposes therein mentioned.	The control of November 27,1970. PAGE 388 COUNT RECORDER In hereunder may be made to John A South Country Recorder Onto order and mailed to him at 545 South Country Country Recorder Ohio. Ohio. Country Recorder O
In Witness Whereof, the Parties he igned and acknowledged the processes of: Light And Committee of the Parties he igned and acknowledged the processes of: Light And Committee of the Parties he igned and acknowledged the signing of the feet and purposes therein mentioned. In Testimony Whereof, I have here	The country be made to their hands this 17 day of Delaware Country The Grantor has country Transfer Tax Paid 7/27/27 Transfer Tax Paid 7/27/27 Transfer Tax Paid 7/27/27 The form of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and affixed my official seal this day of the first hands and the first hands

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE is made this ## day of May 1989, by and between COLUMBIA GAS TRANSMISSION CORPORATION. a Delaware corporation, P.O. Box 1273, Charleston, West Virginia 25325-1273, hereinafter referred to as "Assignor" and COLUMBIA GAS OF ONIO, INC., an Ohio corporation, P.O. Box 117, Columbus, Ohio 43216-0117, hereinafter referred to as "Assignee".

WITNESSETH:

WHEREAS, Assignor owns eight pipelines and measuring and/or regulator stations together with appurtenant facilities and rights of way, designated as Line Nos. B-157, B-12, B-169, B-172, B-177, B-159, B-162 and B-164 situate in Plain Township, Franklin County and Genoa, Berkshire, Berlin, Brown, Troy and Oxford lownships, Delaware County, Ohio

WHEREAS, Assignor is willing to sell the above pipelines and Assignee desires to purchase the same.

NOW, THEREFORE, in consideration of the sum of Six Hundred Fifty-four Thousand One Hundred Ninety Four and 19/100 Dollars (\$654,194.19), cash in hand paid, and in further consideration of the covenants and agreements hereinafter set forth, Assignor does hereby sell, assign, release and transfer to Assignee Line B-177, consisting of approximately 290 feet of 2-inch pipe; Line B-172, consisting of of approximately 21 feet of 2-inch pipe; Line B-169, consisting of approximately 5 feet of 6-inch pipe, approximately [22] feet of 8-inch pipe, and approximately 23 feet of 2-inch pipe; Line B-162, consisting of approximately 23 feet of 2-inch pipe; Line B-164, consisting of approximately 57 feet of 2-inch pipe; Line B-12, consisting of approximately 5,749 feet of 2-inch pipe and approximately 234 feet of 3-inch pipe; Line B-157, consisting of approximately 14 feet of 2-inch pipe, approximately 14.717 feet of 3-inch pipe, approximately 11,247 feet of 4" pipe, approximately 26,108 feet of 6" pipe, approximately 51,906 feet of 10-inch pipe, and approximately 39,713 feet of 12-inch pipe. The pipelines herein assigned are more particularly described and located as follows:

Distract Court, The Grant and States and Sta

Line B-177: beginning at the point of interconnection with Line B-157 and running in an easterly direction approximately 290 feet to Measuring Station No. 713029, situate in Plain Township, Franklin County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-172: beginning at the point of interconnection with Line B-15/ and running in a westerly direction approximately 21 feet, situate in Troy Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-169: beginning at Measuring Station No. 705714 and running in an easterly direction approximately 21,438 feet to the point of interconnection with Line B-157, situate in Brown and Delaware Townships, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

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Line B-159: beginning at the point of interconnection with Line B-157 and running in a westerly direction 23 feet, situate in Genoa Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-162: beginning at the point of interconnection with Line B-157 and running in an easterly direction approximately 106 feet, situate in Genoa Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-164: beginning at the point of interconnection with Line B-157 and running in an easterly direction approximately 57 feet, situate in Genoa Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

<u>Line B-12:</u> beginning at Regulator Station No. 7-2268-T and running in an easterly direction, then southeasterly approximately 5,983 feet to Measuring Station No. 709822, situate in Plain Township, Franklin County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-157: beginning at Regulator Station Nos. 7-2268/7-2269 and running in a northwesterly direction approximately 143,705 feet to Measuring Station No. 9566-T, situate in Plain Township, Franklin County, and Genoa, Berkshire, Brown, Troy and Oxford Townships, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

The following meters and regulators are assigned: Nos. 709566, 712325, 711691, 727110, 713029, 707455, 707456, 709822, 705714, 7-2268, and 7-2269, as shown on Exhibit "B" attached hereto and made a part hereof.

Assignor grants to Assignee all of Assignor's rights, title and interest under the rights of way listed on Exhibit "A" attached hereto and made a part hereof.

Assignee understands and agrees Assignor makes no warranties of title to the facilities or property rights described above. Assignee acknowledges that it is relying upon its own knowledge of all the pipe sold and not upon any representations made by Assignor, its agents or any other person with respect to the size, character, quantity, quality, location, fitness or condition of said pipe. Assignee further acknowledges that it is acquainted with the location of said pipe, the general topography of soil, rock, terrain, and other natural and man-made physical characteristics present. The description contained herein reflects only the approximate location of the pipelines by reference to Assignor's map designations. Nothing in this Assignment and Bill of Sale shall in any way be considered a representation by Assignor of the location or the quantity of the pipe sold.

NO WARRANTY OF QUANTITY, QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE BY ASSIGNOR. ASSIGNEE AGREES THAT THE PURCHASE OF THE PIPE IS ON AN "AS IS" BASIS.

Assignee will assume all responsibility for the ownership, removal or abandonment of the pipelines and will assume all risks, latent and patent, in connection with the ownership, removal or abandonment of the same, and will take all necessary and reasonable precautions to prevent injury or damage to persons or property, including other pipelines, that may arise directly or indirectly from the ownership, removal or abandonment of the pipelines sold.

Assignee shall be fully responsible for all claims and liabilities arising out of the ownership, removal or abandonment of the pipelines herein described. Assignee also agrees to indemnify and hold harmless Assignor from and against any and all loss, damage, and liability, and from any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claim to be sustained by any person, including the employees of Assignee and of any subcontractor of Assignee, and from and against any and all damages to property, including loss of use, and including property of Assignor, caused by or arising out of an act or omission of Assignee or its agents, employees or subcontractors in connection with the performance of this Assignment and Bill of Sale; provided, however, that the foregoing indemnification will not cover loss, damage or liability arising from the negligence or willful misconduct of Assignor, its agents and employees.

Effective as of the date of this Assignment and Bill of Sale, Assignee assumes and agrees to pay all federal, state, county, city, local or other sales, transfer, property or other taxes, assessed, levied, or imposed on, in relation to, or on account of, the sale or removal of the property herein sold. This Assignment and Bill of Sale shall extend to and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Bill of Sale.

WITNESSES:

COLUMBIA GAS TRANSMISSION CORPORATION

N. Brammer, Sr. Vice President

COLUMBIA GAS OF OHIO, INC.

Helen & Metho B

Its Vice President

478

STATE OF WEST VIRGINIA. COUNTY OF KANAWHA,

The foregoing instrument was acknowledged before me this of day of 1989, by G. N. Brammer, Sr. Vice President, of COLUMBIA TRANSMISSION CORPORATION, a Delaware corporation, on behalf of the corporation. COMBITS TON EXPTES SISTING NOTATY FUNDE STATE OF WITH VIRGINIA LINEA ONLY GILTING 471 Parties Building Clarifornia, CVV 25501 Notary Public OF OHID The foregoing instrument was acknowledged before me this 4th day of Nay , 1989, by A. W. Amu

Vice President , of COLUMBIA GAS OF

corporation, on behalf of the corporatEDWARD J. PIRIK

NOULY PUBLIC STATE OF ONIO

MY COMMISSION EXPRES AND 25, 1993 INC., OHIO, My commission expires

EDWARD J. PIRIK Motary Public, State of Ohio My Commission Expires Aug. 25, 1993

This instrument prepared by Columbia Gas Transmission Corporation P.O. Box 1273 Charleston, WV 25325-1273 ASG&BOS1

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Grantor	Gra	Grantee			Date	Reco	Page	County
Edgar Lackey	North-Western	Oh. Nat	t. Gas	s Co.	06-27-1899	2	367	Delaware
_	Ohio Fuel Gas				-19-	276	457	
E. VanAtta	Fuel	Co.			27-	263	269	Delaware
	1-West	Oh. Nat	t. Gas	s Co.		2	324	Delaware
₽	Fuel	•			06-07-1956	264	539	Delaware
alome et ux	Fuel	6			11-22-1960	292	66	Delaware
P. Thrall	n-West	Oh. Nat	6	S Co.	06-24-1899	2	322	Delaware
Wilford A. Royer et al	Ohio Fuel Gas	•			10-21-1957	273	285	Delaware
Edward Jacobus	North-Western	Oh. Nat	6	s Co.	06-24-1899	2	320	De laware
Ralph Mitchell et ux	Ohio Fuel Gas	Co.			19-19-1961	296	331	Delaware
Frank L. Packard et ux	Fuel	Co.			01-22-1955	255	537	Delaware
	North-Western	Oh. Nat	t. Gas	S Co.	06-26-1899	2	316	Delaware
Louisa Fleming	North-Western	Oh. Nat	t. Gas	S Co.	06-29-1899	2	314	Delaware
Paul A. Bostick et ux	Ohio Fuel Gas	Co.			04-06-1955	257	149	Delaware
Jennie A. Ekelberry	North-Western	Oh. Nat	t. Gas	s Co.	06-29-1899	N	310	Delaware
C. J. Ekelberry	North-Western	Oh. Nat	t. Gas		06-24-1899	N	308	Delaware
John J. Roberts et ux	Ohio Fuel Gas	٥. د			10-13-1970	351	388	Delaware
J. R. Richards	North-Western	Dh. Nat		S Co.	06-29-1899	N	306	Delaware
Noah F. Galbraith	North-Western	Oh. Nat	t. Gas	S Co.	06-26-1899	N	304	Delaware
James F. Link et ux	Ohio Fuel Gas	Co.			10-24-1955	261	108	Delaware
ischer et	353	Co.			02-10-1961	292	556	Delaware
	73	Co.			04-26-1963	305	122	Delaware
Joe G. Ballard	Ohio Fuel Gas	Co.			9961-11-80	326	592	Delaware
Jerry L. Harding et ux	Ohio Fuel Gas	Co.			09-01-1965	321	595	Delaware
	North-Western	Ohio N	Nat. G	Gas Co.	06-26-1899	2	302	Delaware
	North-Western	Ohio N		Gas Co.	08-14-1899	2	328	Delaware
Isaac N. Humes	North-Western	Ohio N	Nat. G	Gas Co.	06-26-1899	2	319	Delaware
Isaac N. Humes	North-Western	Ohio N	Nat. G	Gas Co.	6681-10-80	2	317	Delaware
Anna Coyner et al	Ohio Fuel Gas	Co.			09-14-1954	255	127	De laware
Jennie M. Kunze et al	Onto Fuel Gas	Co.			08-27-1954	255	125	Delaware
A. R. Sechler et ux	Ohio Fuel Gas	Co.			08-27-1954	255	130	Delaware
d Hatton S	Fuel	Co.			11-18-1957	273	577	De laware
	Fuel	Co.			03-23-1967	329	559	Delaware
S. M. Sheets	stern	0	Wat. G	Gas Co.	06-28-1899	2	305	Delaware
George A. Sheets et ux	200				10-04-1967	333	2	Delaware

		Y.7	EXHIBIT	7		- Page 2			
Grantor	6	Grantee				Date	Vol.	Page	County
David Connell	North-Unit	20		,			1		
4	Hanth-Under		MAC.	Spe		06-28-1899	12	303	Delaware
D!	WOTEN-Western	- 5	Nat.			06-28-1899	N	301	-
700	North-Western	n Ohio	Nat.	Gas	Co	06-28-1899	v	200	Dolland
. Everett Griffith	Ohio Fuel Gas	s Co.				07-27-1965	100	200	Delaware
David A. Wallace	North-Western	=9	+	0		00 30 1000	2	270	Delaware
Harold L. Shannon et ux	Ohio Fuel Gas		Mac.	Ods	10.	668T-82-90	N	297	Delaware
Ferguson et	Month-Waster		-	•		10-18-1949		125	Delaware
	North-Worter		Nat.	Spo		06-28-1899		293	Delaware
	MOLCH-MESTERN		Mat.	Gas	Co.	08-11-1908		114	Delaware
Cotto Milippio	North-Western		Nat.	Gas	Co.	06-29-1899		300	Dolawana
riar inda winship	North-Western	Ohio	Nat.	Gas		08-20-1908		114	Delanare
A. J. Main	North-Western	910	Nat.	Seg		07-01-1899		200	Delaware
Lemuel Main	North-Western		Nat	200		06-30-1999		290	Delaware
Sarah A. Waters	North-Western	Ohio	No.	200		6601-00-000		296	Delaware
John Conroy	North-Western	Phio	1	000		660T-05-00		294	Delaware
Htgm. Nat. Bk. of Col.	Ohio Fuel Gae	3	. 7 00.	900	20.	668T-T0-/0		333	Delaware
m Beaver	North-Western	25	+	?	?	06-13-1956	ž	540	Delaware
Helen C. Wilkin et vir	Ohio Fuel Car	3	Mac.	Cas	10.	668T-67-90		335	Delaware
Seofield et						07-09-1954		143	Delaware
t Valley Boa	Ties.					07-01-1954	253	142	Delaware
R. D. Burton	- Week	200		•	,	10-21-1964		54	Delaware
Chalmers M. Parker	Object Headers	20110	Mat.	Spe	0.	06-30-1899		327	Delaware
	Month-Hoston	26		,	,	08-10-1954	Ç	129	Delaware
Andrew N Fights man	Mes	٥	Mat.	Sec	Co.	06-29-1899	N	325	Delaware
C. F. Nick and at my	1	6				06-29-1954		141	Delaware
۳.	34	.0.				07-21-1954		586	Delaware
0		6				10-10-1955	261	57	Delaware
F. Cockrell	Spo tak					07-06-1954		588	
W			*		Co.	06-26-1899	N	264	_
	Ohio Englican	6	Mat.	Sen	60.	06-28-1899		366	Delaware
2	90.5				,	08-02-1954	253	147	Delaware
٠,	Ohio Fuel Car	C	Mat.	SP	Co.	06-29-1899	2	266	Delaware
Crary	- 7					03-13-1953	6	167	Delaware
H. D. Prevent				Gas	6	06-26-1899	2	275	Delaware
die	975	0	Nat.		Co.	06-26-1899	2		Delaware
	North-Western				•	06-28-1954	52		Delaware
William Mantor		25.0			.6	6681-92-90			Delaware
Mary L. Closson					3.5	6681-92-90	N	336	Delaware
	- 27		Mar.	905	.0.	668T-02-00		338	Delaware

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		ЕХНІВ	EXHIBIT "A" - Page	Page 3			
Grantor	6	Grantee		Date	Recorded Vol Pag	ded Page	County
Clara Slack						1	
Tack	North-Western	n Obio Nat.	t. Gas Co	07-01-			1000
, :	Ohio Fuel Gas	Co.	5	•		146	Delaware
	North-Western	910	200		55	2	Delaware
	North-Western	25.0	Cas			42	Delaware
Cyrus Huling	North-Vestern	20110	. Gas			344	Delaware
	Ohio Fuel Car		Gas		2	40	Dollaway e
Dwight Closson	Fam	6		07-26-1954	ů.	200	Delaware
S. S. Plum	onto ruel Sup	ply C		09-10-1914	-	0 1	Delaware
E	North-Western		Gas Co.		v .	350	Decaware
George T Chieffath	Worth-Western	Ohio	Gas				Delaware
	Ohio Fuel Gas	Co.					Delaware
	North-Western		Sac		254 1		Delaware
Lieverand, Akron & Col.	North-Western	Ohio	000				Delaware
4			. uas co.	6681-52-70	No reci	cord	De aware
	Columbia Gas	Trans. Corp.	Tp.	03-22-1972	No reco	cord	Delaware
. 6	Columbia Gas	Trans. Co	Corp.	03-20-1972	No reco	cord	Delaware
. 8	Columbia Gas 7	Trans, Corp	P.	03-20-1972	No rece		Delaware
of Oh	Columbia Gas T	Trans. Corp	Ď	03-20-1972	No reco		Delaware
Dept. of Highways	200						A tough 6
Paris Parsons et ux	-	rans. Corp	Ď	04-05-1972	No reco		
				06-29-1954	5	0.6 000	Delamare
Albert Vesner et ux	Ohio Fuel Gas	Onto Mat.	Gas Co	06-23-1899	323 157		Franklin
Basil Cross	000			09-15-1950	1582 27	0	
et ux		Co NAC.	bas Co.	06-23-1899	323 15		rank lin
		,		2070			ranklin
				0.0			Franklin
×			820	073			Tanki in
			Gas Co.				T GONT III
	857	Ohio Nat.	Gas Co.				Tank In
	-0.7			03-24-1959			Tonk I do
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		Nat.	Gas Co.			v	Tank! in
ie E. Mayer et vir	Ohio Fuel Gas C	OHIO NAT.	Gas Co.	\$30	323 169	т.	ranklin
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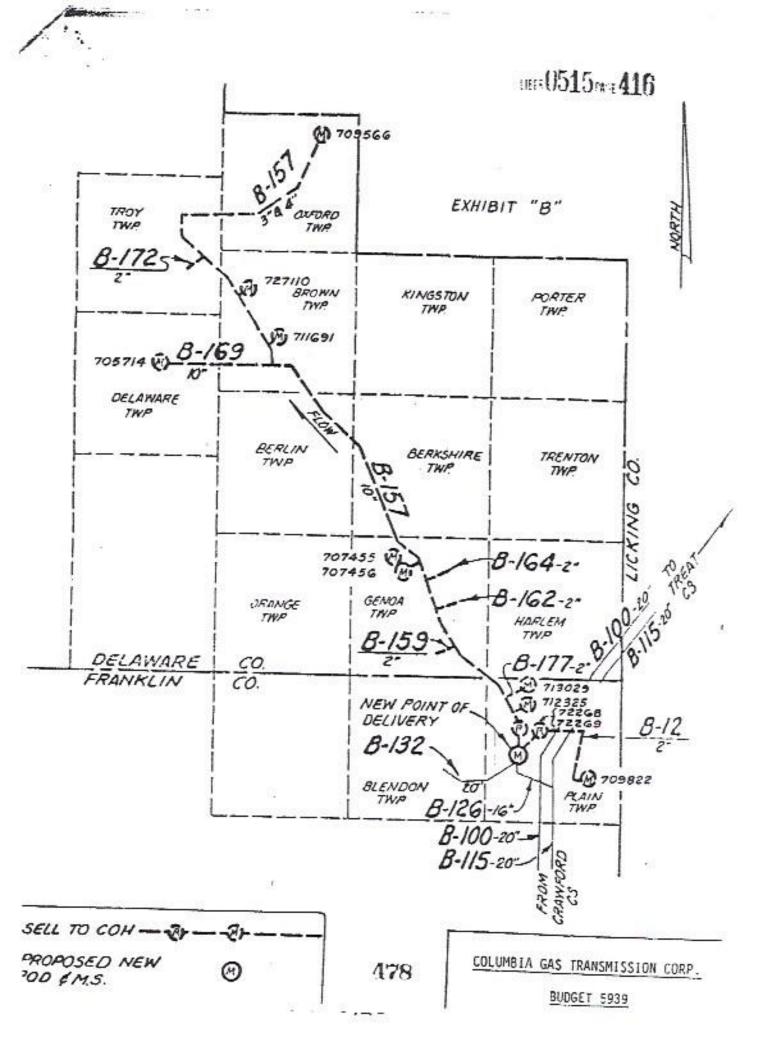
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Grantor	Gra	Grantee		Date	Recorded Vol Page	County
C R McDougal at al	Ohio Fuel Gas	Co	1	08-05-1940	1148 122	Franklin
lara 1. Huston e	Fuel Supp	ly Co.		05-11-1916	w	-
Schott et ux	Fuel Gas	-0		04-25-1049	f	Franklin
	Fuel Gas	60.		#	d	Franklin
Den.	Nat.	& Fuel Co.		-28-	ec.	
	Gas	ò.		08-02-1940	1148 140	П
olk	tern	Ohio Nat. Gas	S Co.	06-23-1899	323 155	Franklin
				04-26-1949	O.	Franklin
N.	-Western	Ohio Nat. Gas	S Co.	06-23-1899		Franklin
₩.		0		05-09-1916		Franklin
	Fuel Gas	Co.		09-21-1957	2064 216	Franklin
	Fuel Supp	Ty Co.		05-09-1916	11 386	Franklin
st et ux	Fue)			06-03-1952	7	Franklin
er et ux	Fuel	Co.		02-08-1955		Franklin
Ray Bauman et ux	Fuel	Co.		05-25-1955	1895 137	Franklin
1 51	Fue]	Co.		06-22-1959	2194 188	Franklin
f Co. Commission	Fuel	Co.		not dated	no record	-
Main	Fuel	Co.		07-23-1946	216 163	
	Logan Gas Co.			08-26-1927	5 411	Delaware
P. O. Main et ux		Co.		07-23-1946	216 164	
	North-Western	Ohio Nat. Gas	as Co.	06-30-1899	2 292	Delaware
J. A. Main	North-Western	Ohio Nat. Sas	as Co.	06-30-1899		
Troy Township Trustees	Columbia Gas Trans	rans. Corp.		02-08-1972		
	Ohio Fuel Gas	Co.		06-30-1959		
Max C. Main	Ohio Fuel Gas	Co.		07-28-1961	95)*O
H. B. Main	North-Western	Ohio Nat. Gas	as Co.	07-05-1899		
	North-Western		as Co.	06-30-1899		2006
ri on	North-Western	Ohio Nat. Gas	as Co.	06-30-1899		
J. B. Jackson	North-Western	Ohio Nat. Gas		07-06-1899		
Si	North-Western	Nat.	as Co.	07-01-1899		Delaware
m	North-Western		Gas Co.	07-06-1899		
	North-Western	•	Gas Co.	07-01-1899	2	Delaware
т.	North-Western		Gas Co.	07-01-1899	2	Delaware
т.	North-Western	io Nat.		07-01-1899	2 273	Delaware
J. G. Main	North-Western		Gas Co.	07-01-1899	2	Delaware
John H. Leffler	North-Western	Nat.	Gas Co.	07-01-1899	w	Delaware
-	North-Western	Ohio Nat. Ga	Gas Co.	07-01-1899	2	Delaware

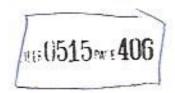
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Dariel Schultz	3	EXHIBIT -W	Page 5			
Daniel Schultz	Grantor	Grantee	Date	Rec Vo?	Page	County
North-Western Dhio Nat. Gas Co. 07-06-1899 2 278	≥.					Councy
William R. Thurston Columbia Gas Trans. Corp. 05-11-1986 482 242 482 243 483 244 484 244 2		Ohio Nat Gas	2			
William R. Hurston Columbia Gas Trans. Corp. Bernis E. Smith et ux Columbia Gas Trans. Corp. Bernis E. Smith et ux Columbia Gas Trans. Corp. D5-15-1986 482 244 Marjorie A. Foulk Floyd Gale et ux Columbia Gas Trans. Corp. D5-15-1986 482 248 Marjorie A. Foulk Floyd Gale et ux Columbia Gas Trans. Corp. Mary J. Huntley et ux Columbia Gas Trans. Corp. Mary J. Huntley et ux Columbia Gas Trans. Corp. Mary J. Huntley et ux Columbia Gas Trans. Corp. Columbia Gas Trans. Corp. Mary J. Huntley et ux Columbia Gas Trans. Corp. Morth-Western Ohio Nat. Gas Co. Mary E. Strong et ux Ohio Fuel Gas Co. Mary E. Strong et vir Columbia Gas Trans. Corp. Mary E. Strong et vir Columbia Gas Trans. Corp. O6-15-1986 482 248 Mary Gale Methodist Ohio Fuel Gas Co. Morth-Western Ohio Nat. Gas Co. O7-31-1993 280 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1994 293 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 295 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1995 258 Mary E. Strong et vir Columbia Gas Trans. Corp. O7-31-1994 491 Ohio Fuel Gas Co. O7-31-1995 258 Mary E. Strong et vir Orio Fuel Gas Co. O7-31-1995 258 Mary E. Mary E. Gas Co. O6-27-1899 2 Mary E. Gas Co. O6-27-1899 2 Mary E. Gas Co. O6-27-1899 2 Ma	0 6	stern Ohio Nat Gas Co	07-00-	2	278	_
Andrew A. Urban et ux Columbia Gas Trans. Corp. Bernis E. Saith et ux Columbia Gas Trans. Corp. J. Goodman et ux Columbia Gas Trans. Corp. Golumbia Gas T		Gas Trans, Corp	6687-TO-70	N	274	-
Berris E. Smith et ux Columbia Gas Trans. Corp. J. L. Goodman et ux Columbia Gas Trans. Corp. Marjorie A. Foulk Floyd Gale et ux Columbia Gas Trans. Corp. Bexley United Methodist Columbia Gas Trans. Corp. Bexley United Methodist Columbia Gas Trans. Corp. Bexley United Methodist Columbia Gas Trans. Corp. M. E. Bennett et vir R. A. Henderson et ux Columbia Gas Trans. Corp. A. E. Bennett et vir R. A. Henderson et ux Columbia Gas Trans. Corp. R. G. Sebring et al Ohio Fuel Gas Co. Dhio Dhio Nat. Gas Co. Dhio Fuel Gas Co. Dhio Fuel Gas Co. Dhio Fuel Gas Co. Dhio Fuel Ga	:	Gas Trans	9861-11-90	482	240	Delawar
J.L. Goodman et ux Columbia Gas Trans. Corp. Harry J. Huntley et ux Molifiam E. Radebaugh BexNey United Methodist Columbia Gas Trans. Corp. M. E. Bennett et vir R. A. Henderson et ux Ohio Fuel Gas Co. Ohio Fuel	F Chief et	Gas Trans. Corn	0861-11-9D	482	242	Delaware
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M. E. Bennett et vir A. E. Bennett et vir A. E. Bennett R. A. Henderson et ux Ohio Fuel Gas Co. O2-33-1959 Otto F. Cockrell Otto F. Cockrell Ohio Fuel Gas Co. O2-23-1954 R. E. Hartsook et ux Ohio Fuel Gas Co. O5-16-1955 O5-23-1954 O5-31-1954 O5-31-1955 O5-31-1951 O5-23-1955 O5-31-1951 O5-31-1955 O5-31-1951 O5-23-1955 O5-23	_	uas Trans.	08-21-1073	200	565	Delaware
A. E. Bennett R. A. Henderson et ux North-Western Ohio Nat. Gas Co. 09-15-1914 R. G. Sebring et al Ohio Fuel Gas Co. 07-31-1899 2 321 Otto F. Cockrell Ohio Fuel Gas Co. 07-23-1954 250 321 Otto F. Cockrell Ohio Fuel Gas Co. 07-23-1954 250 321 Ohio Fuel Gas Co. 07-23-1954 250 321 Ohio Fuel Gas Co. 07-23-1954 250 321 Ohio Fuel Gas Co. 07-23-1954 253 145 Lowell B. Pierce C. A. Mossbarger et ux Ohio Fuel Gas Co. 12-06-1954 253 145 J. H. Swauger et ux Ohio Fuel Gas Co. 12-06-1954 253 145 J. H. Swauger et ux Ohio Fuel Gas Co. 12-06-1954 253 145 J. H. Swauger et ux Ohio Fuel Gas Co. 10-01-191 7 North-Western Ohio Nat. Gas Co. 10-01-191 7 Lester W. Chambers E. B. Slack et al North-Western Ohio Nat. Gas Co. 06-27-1899 2 364 North-Western Ohio Nat. Gas Co. 06-26-1899 2 363 North-Western Ohio Nat. Gas Co. 06-27-1899 2 350 North-Western Ohio Nat. Gas Co. 06-27-1899 2 352 North-Western Ohio Nat. Gas Co. 06-27-1899 2 362	Bennett of us	Trans, Corp	08-00-1073	380	069	Delaware
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Walter M. Stout et al	A. Henderson of	"-Western Ohio Nat. Gas	07-31-1900			Delaware
R. G. Sebring et al Ohio Fuel Gas Co. 04-30-1952 299 519 Ohio Fuel Gas Co. 07-02-1954 253 144 8ertha Cockrell Ohio Fuel Gas Co. 07-02-1954 253 149 R. E. Hartsook et ux Ohio Fuel Gas Co. 08-02-1954 253 149 Ohio Fuel Gas Co. 05-16-1955 258 29 Ohio Fuel Gas Co. 05-16-1955 258 29 Ohio Fuel Gas Co. 05-16-1955 258 29 Ohio Fuel Gas Co. 05-23-1955 258 29 Ohio Fuel Gas Co. 05-23-1955 258 29 Ohio Fuel Gas Co. 05-23-1955 258 29 Ohio Fuel Gas Co. 06-27-1899 2 348 Ohio Fuel Gas Co. 06-27-1899 2 348 Ohio Fuel Gas Co. 06-27-1899 2 364 Ohio Fuel Gas Co. 06-28-1955 258 299 Ohio Fuel Gas Co. 06-28-1999 2 364 Ohio Fuel Gas Co. 06-28-1899 2 354 Ohio Fuel Gas Co. 06-28-1899 2 356 Ohio Fuel Gas Co. 06-28-1899 2 357 Ohio Fu	+ 6	rue) Gas Co.	02-23-1054	7		Delaware
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Bertha Cockrell Ohio Fuel Gas Co.	Cockrell	ruel Gas	07-02-1064	567		Delaware
E. Hartsook et ux	Bertha C	ruel Gas	08-02-1954	203		Delaware
Owell B. Pierce A. Mossbarger et ux Ohio Fuel Gas Co. B. Strong et vir Crego C. Creg	E. Hartsook of	rue Gas	08-02-1054	253		Delaware
A. Mossbarger et ux Ohio Fuel Gas Co. H. Swauger et ux Ohio Fuel Gas Co. Crego C. Crego Aorth-Western Ohio Nat. Gas Co. D6-27-1899 Sester W. Chambers Carlinghouse et al Aorth-Western Ohio Nat. Gas Co. O6-27-1899 Cona Furniss VonFleet et al North-Western Ohio Nat. Gas Co. O6-27-1899 C. B. C. Domigan C. Ryant C. Ryant C. A. Mossbarger et ux Ohio Fuel Gas Co. Ohio Nat. Gas Co. O6-27-1899 Cona Furniss Vonth-Western Ohio Nat. Gas Co. O6-27-1899 C. B. C. Domigan C. Ryant C. Ryant C. A. Mossbarger et ux Ohio Fuel Gas Co. Ohio Nat. Gas Co. O6-27-1899 Cona Furniss Vonth-Western Ohio Nat. Gas Co. O6-27-1899 C. B. C. Domigan C. Ryant C. Ryant C. Ryant C. A. Mossbarger et ux Ohio Fuel Gas Co. O6-27-1899 Construction C. Ryant C. Ryant C. Mossbarger et ux Ohio Fuel Gas Co. O6-27-1899 Construction C. Ryant C. Ryant C. Ryant C. Mossbarger Construction C. Ryant C. Mossbarger Construction C. Ryant C. Ryant C. Mossbarger C. Ohio Fuel Gas Co. O6-27-1899 Construction C. Ryant C. R	B Pierre	Fuel Gas	12-06-1054	253		Delaware
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E. Hartsook et ux Ohio Fuel Gas Co. Ob-27-1899 Obester W. Chambers Ohio Fuel Gas Co. Ob-27-1899 Obester W. Chambers Ohio Fuel Gas Co. Ob-20-1952 Obester W. Chambers Ohio Fuel Gas Co. Ob-20-1952 Obester Ohio Nat. Gas Co. Ob-26-1899 Obester Ohio Nat. Gas Co. Obester Obester Ohio Nat. Gas Co. Obester Obes	Carony et	Ohio Nat Gas	V3-23-1955			Delaware
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B. Slack et al North-Western Ohio Nat. Gas Co. 06-26-1899 2 364 North-Western Ohio Nat. Gas Co. 06-26-1899 2 364 North-Western Ohio Nat. Gas Co. 06-26-1899 2 364 North-Western Ohio Nat. Gas Co. 06-26-1899 2 363 Co. 06-26-1899 2 350 Co. 06-27-1899 2 352 Co. 06-27-1899 2 362 Co. 06-2	STOR W CANON BE	Gas Co	6681-/2-90			e aware
Garlinghouse et al North-Western Ohio Nat. Gas Co. 06-26-1899 2 364 North-Western Ohio Nat. Gas Co. 06-26-1899 2 363 Chard Griffith North-Western Ohio Nat. Gas Co. 06-26-1899 2 363 Co. 06-26-1899 2 363 Co. 06-26-1899 2 363 Co. 06-26-1899 2 350 Co. 06-26-1899 2 350 North-Western Ohio Nat. Gas Co. 06-27-1899 2 352 S. Gammili North-Western Ohio Nat. Gas Co. 06-27-1899 2 352 Co. 8 C. Domigan North-Western Ohio Nat. Gas Co. 06-27-1899 2 362 Co. Ryant North-Western Ohio Nat. Gas Co. 06-27-1899 2 362 S. Caswell North-Western Ohio Nat. Gas Co. 06-27-1899 2 363 North-Western Ohi	Pig					le laware
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ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE is made this 4 day of 1989, by and between COLUMBIA GAS TRANSMISSION CORPORATION, a Delaware corporation, P.O. Box 1273, Charleston, West Virginia 25325-1273, hereinafter referred to as "Assignor" and COLUMBIA GAS OF OHIO, INC., an Ohio corporation, P.O. Box 117, Columbus, Ohio 43216-0117, hereinafter referred to as "Assignee".

WITNESSETH:

WHEREAS, Assignor owns eight pipelines and measuring and/or regulator stations together with appurtenant facilities and rights of way, designated as Line Nos. B-157, B-12, B-169, B-172, B-177, B-159, B-162 and B-164 situate in Plain Township, Franklin County and Genoa, Berkshire, Berlin, Brown, Troy and Oxford Townships, Delaware County, Ohio.

WHEREAS, Assignor is willing to sell the above pipelines and Assignee desires to purchase the same.

NOW, THEREFORE, in consideration of the sum of Six Hundred Fifty-four Thousand One Hundred Ninety Four and 19/100 Dollars (\$654,194.19), cash in hand paid, and in further consideration of the covenants and agreements hereinafter set forth, Assignor does hereby sell, assign, release and transfer to Assignee Line B-177, consisting of approximately 290 feet of 2-inch pipe; Line B-172, consisting of of approximately 21 feet of 2-inch pipe; Line B-169, Line B-172, consisting of of approximately 21 feet of 2-inch pipe; Line b-103, consisting of approximately 5 feet of 6-inch pipe, approximately 162 feet of 8-inch pipe, and approximately 21,271 feet of 10-inch pipe; Line B-159, consisting of approximately 23 feet of 2-inch pipe; Line B-162, consisting of approximately 106 feet of 2-inch pipe; Line B-164, consisting of approximately 57 feet of 2-inch pipe; Line B-12, consisting of approximately 5,749 feet of 2-inch pipe and approximately 234 feet of 3-inch pipe; Line B-157, consisting of approximately 14 feet of 2-inch pipe approximately 14 feet of 2-inch pipe approximately 14.717 feet of 3-inch of approximately 14 feet of 2-inch pipe, approximately 14,717 feet of 3-inch pipe, approximately 14,717 feet of 3-inch pipe, approximately 11,247 feet of 4" pipe, approximately 26,108 feet of 6" pipe, approximately 51,906 feet of 10-inch pipe, and approximately 39,713 feet of 12-inch pipe. The pipelines herein assigned are more particularly described and located as follows:

> Line B-177: beginning at the point of interconnection with Line B-157 and running in an easterly direction approximately 290 feet to Measuring Station No. 713029, situate in Plain Township, Franklin County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

> Line B-172: beginning at the point of interconnection with Line B-157 and running in a westerly direction approximately 21 feet, situate in Troy Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-169: beginning at Measuring Station No. 705714 and running in an easterly direction approximately 21,438 feet to the point of interconnection with Line B-157, situate in Brown and Delaware Townships, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof. ::: 0515 x 1631

COH ASSIGN #478

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Line B-159: beginning at the point of interconnection with Line B-157 and running in a westerly direction 23 feet, situate in Genoa Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-162: beginning at the point of interconnection with Line B-157 and running in an easterly direction approximately 106 feet, situate in Genoa Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-164: beginning at the point of interconnection with Line B-157 and running in an easterly direction approximately 57 feet, situate in Genoa Township, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-12: beginning at Regulator Station No. 7-2268-T and running in an easterly direction, then southeasterly approximately 5,983 feet to Measuring Station No. 709822, situate in Plain Township, Franklin County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

Line B-157: beginning at Regulator Station Nos. 7-2268/7-2269 and running in a northwesterly direction approximately 143,705 feet to Measuring Station No. 9566-T, situate in Plain Township, Franklin County, and Genoa, Berkshire, Brown, Troy and Oxford Townships, Delaware County, Ohio, as shown on Exhibit "B" attached hereto and made a part hereof.

The following meters and regulators are assigned: Nos. 709566, 712325, 711691, 727110, 713029, 707455, 707456, 709822, 705714, 7-2268, and 7-2269, as shown on Exhibit "B" attached hereto and made a part hereof.

Assignor grants to Assignee all of Assignor's rights, title and interest under the rights of way listed on Exhibit "A" attached hereto and made a part hereof.

Assignee understands and agrees Assignor makes no warranties of title to the facilities or property rights described above. Assignee acknowledges that it is relying upon its own knowledge of all the pipe sold and not upon any representations made by Assignor, its agents or any other person with respect to the size, character, quantity, quality, location, fitness or condition of said pipe. Assignee further acknowledges that it is acquainted with the location of said pipe, the general topography of soil, rock, terrain, and other natural and man-made physical characteristics present. The description contained herein reflects only the approximate location of the pipelines by reference to Assignor's map designations. Nothing in this Assignment and Bill of Sale shall in any way be considered a representation by Assignor of the location or the quantity of the pipe sold.

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NO WARRANTY OF QUANTITY, QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE BY ASSIGNOR. ASSIGNEE AGREES THAT THE PURCHASE OF THE PIPE IS ON AN "AS IS" BASIS.

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Assignee will assume all responsibility for the ownership, removal or abandonment of the pipelines and will assume all risks, latent and patent, in connection with the ownership, removal or abandonment of the same, and will take all necessary and reasonable precautions to prevent injury or damage to persons or property, including other pipelines, that may arise directly or indirectly from the ownership, removal or abandonment of the pipelines sold.

Assignee shall be fully responsible for all claims and liabilities arising out of the ownership, removal or abandonment of the pipelines herein described. Assignee also agrees to indemnify and hold harmless Assignor from and against any and all loss, damage, and liability, and from any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claim to be sustained by any person, including the employees of Assignee and of any subcontractor of Assignee, and from and against any and all damages to property, including loss of use, and including property of Assignor, caused by or arising out of an act or omission of Assignee or its agents, employees or subcontractors in connection with the performance of this Assignment and Bill of Sale; provided, however, that the foregoing indemnification will not cover loss, damage or liability arising from the negligence or willful misconduct of Assignor, its agents and employees.

Effective as of the date of this Assignment and Bill of Sale, Assignee assumes and agrees to pay all federal, state, county, city, local or other sales, transfer, property or other taxes, assessed, levied, or imposed on, in relation to, or on account of, the sale or removal of the property herein sold. This Assignment and Bill of Sale shall extend to and inure to the benefit of the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Bill of Sale.

	WITNESSES:	COLUMBIA GAS TRANSMISSION CORPORATION
MAIL	Emany with	Ba Stammer, Sr. Vice President
of.	Hamela C. Killer	
537	Helen & moth	By A. W. Commerce.
17%	Ollie J. Ramsey	Its Vice President
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	I seconder d	O'CLOCK M. C. A. C
	478 Kay	Conflict Vactor of Color of The Third and
	10.0 × 3.0	20 TOUNTY RECORDER 31: U515 W = 633
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STATE OF WEST VIRGINIA, COUNTY OF KANAWHA,

The foregoing instrument was acknowledged before me this day of COLUMBIA GAS TRANSMISSION CORPORATION, a Delaware corporation, on behalf of the corporation.

**Modary Fublic State Of East Vincinia State Of Columbia Gas Of Ohio, Inc., an Ohio Corporation, on behalf of the corporation of Columbia Gas Of Ohio, Inc., an Ohio Corporation, on behalf of the corporation of Columbia Gas Of Ohio, Inc., an Ohio Corporation, on behalf of the corporation of Columbia Gas Of Ohio, Inc., an Ohio Corporation, on State Of Columbia Gas Of Ohio, Inc., an Ohio Corporation, on State Of Columbia Gas Of Ohio, Inc., an Ohio Corporation, on State Of Columbia Gas Of Ohio, Inc., and Ohio Corporation, on State Of Columbia Gas Of Ohio, Inc., and Ohio Corporation, on State Of Columbia Gas Of Ohio, Inc., and Ohio Columbia Ohio C

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EDWARD J. PIRIK INDICARY PUBLIC, STATE OF OHTO INT COMMISSION EXPIRES AUG. 25, 1993

This instrument prepared by Columbia Gas Transmission Corporation P.O. Box 1273 Charleston, WV 25325-1273 ASG&BOS1

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		EX4	ЕХНІВІТ "А"		- Page 2	e 2		A Packer	
Grantor	Grantee	tee				Date	Vol Pag	Page	County
	2000	Ohio	Nat t	Gas	Co.	06-28-1899	N	303	Delaware
David Connell		0 0			6	06-28-1899	N	301	Delaware
J. L. Main	32.0				S	06-28-1899	N	299	Delaware
	100					07-27-1965	320	672	Delaware
6.4			25+	343	Co	06-28-1899	2	297	Delaware
vid A. Wallace	PE	35			9	10-18-1949	-1	125	Delaware
			No t	200	S	06-28-1899	2	293	Delaware
Catharine Ferguson etal	98	200	200		6	08-11-1908	6	114	Delaware
			Nat.		3	06-29-1899	73	300	Delaware
Lewis Whipple			2000		3	08-20-1908	6	114	Delaware
Marinda Winship		2	Not.	200	3 5	07-01-1899	2	298	Delaware
A. J. Main				Sas o	6	06-30-1899	N	296	Delaware
Lemuel Main	177		Nat.	Gas	6	06-30-1899	N	294	Delaware
Sarah A. Waters	North-Mostorn	Obto	Nat	Gas	6	07-01-1899	N	333	Delaware
	1	3				06-13-1956	264	540	Delaware
Htgn. Nat. BK. of col.	5000	Shio	Nat.	Sas	9	06-29-1899	2	335	Delaware
1	460	Co				07-09-1954	253	143	Delaware
	Fuel Gas	Co				07-01-1954	253	142	Delaware
Seotield et	F	Co				10-21-1964	315	54	Delaware
_	-Western	Chio	Nat.	Gas	6	06-30-1899	2	327	Delaware
, -	0.70	C				08-10-1954	255	129	Delaware
Chaimers M. Parker	North-Western	Ohio.	Nat.	Gas	9	06-29-1899	2	325	Delaware
	Objo Fuel Gas	Co	10000000			06-29-1954	253	141	Delaware
Andrew N. Fichterman	100	Co				07-21-1954	252	586	Delaware
C. F. Nicklaus ec ux		3				10-10-1955	261	57	Delaware
Nutter et	500	3				07-06-1954	252	588	Delaware
	-	Ohio.	Wat.	Gas	5	06-26-1899	2	264	Delaware
-	North-Mostern	Ohio			6	06-28-1899	N	366	Delaware
E	Object messes	Con				08-02-1954	253	147	Delaware
_	Contactors one	Ohio	Nat	Sec	6	06-29-1899	2		Delaware
Fisher	Ohio Final Gae	3				03-13-1953	246		Delaware
Stanley Harward et ux	Control des	000	Nat.	Gas	6	06-26-1899	2		Delaware
= 57	North-Western	0110		100	6	06-26-1899	2	252	Водамако
	Ohio Fuel Gas	S	•		-	06-28-1954	252	587	Delaware
GOIGIE GAILEY	North-Western	아하	Nat.	Gas	Co.	06-26-1899	2		Delaware
Nelson Shaw	North-Western	Ohio				06-26-1899	N		Delaware
Military Manicon	North-Western	Ohio			00	06-26-1899	2		Delaware
Mary L. Grosson									

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	et al		Ballman	amson	×	Jacob Althauser	roseph 6. Hood	rred t. George et ux	ross	TAIDETT Vesner et ux		Paris Parsons et ux		Com	Bd. of Co. Commissioners	Bd. of Co. Commissioners	1	Dailway Akron a Col.	•		C. M. Huddle		ngr.	Clyde M. Higgins	Carus hulling	Commission		· -	-	Grantor	
	North-Western						~				tern	Ohio Fuel Gas	Gas	Gas	Gas	Columbia Gas	The second secon	North-Western	North-Western	Ohio Fuel Gas	North-Western	North-Western	Ohio Fuel Su	Ohio Fuel Gas	North-Western	North-Western	North-Western	Ohio Fuel Gas	North-Western		
OFFIC MAE.		Ohio Nat.					Ohio Nat		Ohio Nat		Ohio Nat	Trans. Co	Trans. Co	Trans. Co	Trans. Co	Trans.		Ohio		60	Ohio	9		6	Ohio	Ohio	Ohio	Co.	Ohio	Grantee	EXHI
bas Co	Gas	Gas Co	083 CO.	200	200	Date of	Gae Co	900	Gas Co		Cae	Corp.	Corp.	Corp.	Corp.	Corp.	0.000	Gas	Gas	4	000	2		60.0	000	Gas	Nat. Gas	- 3	Nat Gas		EXHIBIT "A"
06-24-						e i						22	03	03	23	0:			6		36						6	-	3		- Page 3
06-24-1899	06-24-1899	06-24-1959	668T-12-9n	6681-47-00	668T-92-00	668T-80-70	6067-01-10	6691-52-000	0567-51-60	668T-57-90	#461-62-90	04-05-1972	03-20-1972	03-20-1972	03-20-1972	03-22-1972	, 65 1033	07-29-1999	06-26-1800	6687-72-00	6-27-1000	#161-01-60	07-26-1954	6681-05-00	668T-17-04	06-27-1009	7 7	- 4	1000	Date	9
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Franklin	Franklin	Franklin	Franklin	Franklin	Franklin	Franklin	Franklin	Franklin	Franklin	Franklin	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	Delaware	- Del aware	1	County	

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Delaware	276	07-01-1899	Gas Co.	Wat.	Worth-Wessern Unio	Joseph Ashbrook
Delaware	313	07-01-1899	Gas Co.	Nat.	North-Western Onto	
Delaware	280	07-01-1899		Nat.		
Delaware	2 273	07-01-1899		Nat.		westey bisnop
Delaware	277	07-01-1899		Nat.	11/13	LEAL BISHOD
Delaware	279	07-01-1899	-57	Nat.		. c. rouse
Delaware	289	07-05-1899		Nat.	-	MITO E. MAIN
Delaware	287	07-01-1899	Gas Co.	Nat.		Louis bush
Delaware	291	07-06-1899		Nat.		
De laware	282	06-30-1899	Gas Co.	Nat.		
Delaware	2 284	06-30-1899	0.00	Nat.		. P. Darrett
Delaware	286	07-05-1899		Nat.	07.	D. Main
Delaware	295 211				100	
Delaware	418	٥		•		r rorence main
Delaware	364 338	02-08-1972		ns. Corp.	Columbia Gas Trans. Corp.	roy lownship trustees
Delaware		06-30-1899	Gas Co.	io Nat. G	North-Western Ohio	
Delaware	292	06-30-1899	Gas Co.	Wat.	North-Western Or	Lorne I Tus Main
Delaware		07-23-1946			Onto Fuel Gas Co.	P. O. Main et ux
Delaware	411	08-26-1927			Co.	Presby O. Main et ux
Delaware	216 163	07-23-1946		•		. d. Main et ux
Franklin	3	not dated		ř	Fuel Gas	od. of to. Lommissioners
Franklin		06-22-1959	9	•	Fuel Gas	John I. Sites Sr. et ux
Franklin	73.3	05-25-1955	8	ī	Fuel Gas	Kay Bauman et ux
Franklin		02-08-1955		ĭ		eon Walker et ux
Franklin	7	06-03-1952		٠	Fuel	st et
Franklin		05-09-1916		Co.	Fuel	
Franklin	2064 215	09-21-1957		·	Fuel	. H. Carpenter et ux
Franklin	11 385	05-09-1916		Co.		. Dague et vir
Frank) in		06-23-1899	ias Co.	nio Nat. (n-West	evi Swickard
Franklin	-	04-26-1949		ř	Ohto Fuel Gas Co.	Lucy A. Wood
Franklin		06-23-1899	Gas Co.	Nio Nat. (North-Western Ohio Nat.	. W. Folk
	1148 140	08-02-1940		ř	Ohio Fuel Gas Co.	Lizzie B. Schott et vir
-	No record	07-28-1902		Fuel Co.	Logan Nat. Gas &	Albert Demorest
1		04 12 1949		1	т	titezio D. Schoto
	F	04-25-1949		1	Ohio Fuel Gus Co.	C. L. Schott et ux
		05-11-1916		Co.	Ohio Fuel Supply Co	Clara I. Huston et vir
Franklin .	114B 122	08-05-1940				. B. McDougal et a.
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Daniel Cohulty	Nowth-Western Ohio		Nat C	Gae C	5	07-06-1899		278	Delaware
	The state of the s					1000		27.4	Dalamen
George Weiser	rei		nat. bas	92 60		6601-10-70		117	Del ana
	Gas	rans.	Corp.			9861-11-90	485	0.67	Delaware
William R. Thurston	Columbia Gas Ti		Corp.			06-11-1986	482	242	Delaware
Andrew A. Urban et ux	•	rans.	Corp.			05-14-1986	482	244	Delaware
Bernis E. Smith et ux	Gas		Corp.			05-15-1986	482	246	Delaware
J. 1. Goodman et ux	Gas		Corp.			05-19-1986	482	248	Delaware
Marjorie A. Foulk	Gas		Corn.			05-15-1986	478	89	Delaware
Floyd Gale et ux	Gas		Inc			02-22-1985	467	213	Delaware
William F. Radebauch	Gas	rans.	Corp.			04-04-1974	385	495	Delaware
Bexley United Methodist	Gas	Frans.	Corp.			08-21-1973	380	590	Delaware
Harry J. Huntley et ux	Gás		Corp.			08-08-1973	384	293	Delaware
		Ohio N	Nat. Gas		Co.	09-15-1914	ø	82	Delaware
A. E. Bennett	North-Western (Ohio N	Nat. G	Gas Co	0	07-31-1899	N	321	Del Aware
R. A. Henderson et ux	Ohio Fuel Gas (Co.				02-23-1954	250	321	Delaware
Walter M. Stout et a)	100	co.				04-30-1962	299	519	Delaware
R. G. Sebring et al	Fuel Gas	co.				07-02-1954	253	144	Delaware
Otto F. Cockrell	Fuel Gas	3				08-02-1954	253	149	Delaware
Bertha Cockrell	Fuel Gas	. 0				08-02-1954	253	145	Delaware
H. L. Hartsook of ux	989	3		1		13-06-1954	-	1	De lamare
Lowell B. Pierce	Gas	e.				05-16-1955	. 258	53	Delaware
C. A. Mossbarger et ux	-1	9	-	-	1	10-05-1951	-1	166	Delaware
J. H. Swauger et ux	Gas	Co.				05-23-195B	258	299	Delaware
Mary E. Strong et vir				Gas C	Co.	10-01-1904	4	4	Delaware
T, C, Crego		Ohio N	Nat. 6	Gas C	00	06-27-1899	23	348	Delaware
R. E. Hartsook et ux		.00				08-20-1952	8	108	Delaware
Lester W. Chambers						08-13-1956	566	168	Delaware
E. B. Slack et al	North-Western	Ohio N	Nat. G	Gas C	Co.	06-26-1899	2	364	Delaware
L. Garlinghouse et al	North-Western	Ohio M	Mat. G	Gas C	. 03	06-29-1899	7	363	Delaware
Augustus Adams	North-Western	Oh to N	Nat. G	Gas C	00	06-26-1899	2	350	Delaware
Richard Griffith	North-Western	Ohio N	Nat. G			06-30-1899	Ŋ	354	Delaware
Frona Furniss	North-Western	Ohio N	Nat. 6		Co.	06-27-1899	N	352	Delaware
		Ohio N	Nat. G		0	06-29-1899	2	356	Delaware
S. S. Gemmill		Ohio N			9	06-27-1899	2	362	Delaware
T. C. & C. Domigan	North-Western	Ohio N			3	66-27-1899	2	360	Delaware
J. C. Ryant	North-Western	Ohio N		Gas C	.00	06-27-1899	2	358	Delaware
W. S. Caswell	North-Nestern	Ohio R	Nat. G	Gas C	Co.	06-27-1899	2	370	Delaware

KNOW ALL MEN BY THESE PRESENTS, that KOLAND L. AUGSPURGER AND SHERRY L. AUSSPURGER (Husband & Wife), hereinafter alled grantors, in consideration of One Dollar (\$1.00) and other good which per land sufficiency of which is hereby as sufficiency of which is perpetual with the right to erect, construct, i stall, lay and thereafter use, operate, inspect, repair, maintain, reand remove water lines, valves, fittings, meters and accessories over across the following lands owned by the grantor in the State of Ohio, county of Delaware and Township of Broads and more particular described as follows, to wit:

18-52 Lot 18 105 Acres 135 Acres 145 Acres 18-5-2 Lot 23 1023 Acres 145 Acres 145 Acres 145 Acres 18-5-2 Lot 23 1023 Acres 145 Acres 14 and valuable considerations paid by DEL-CO WATER CO. INC. hereinafter called the grantee, the receipt and sufficiency of which is hereby acknow-ledged, does grant, bargain, sell and convey to said grantee, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water lines, valves, fittings, meters and accessories over and and more particularly

PRINSIDE OF WALTON ETH SIDE OF KEELY MEMASTER STSIDE OF PITTINAN

Road and mailing address of which property is

DECAMARE, OHIO 430/5 together with the right of ingress and
tegress over the grantors adjacent lands the purpose of which the above mentioned rights are granted.

The temporary easement which is for construction purposes is to terminate upon the completion of construction and is limited to Twenty Five (25) feet in width being $12\frac{1}{2}$ feet on each side of and parallel with the proposed centerline of the waterline. The permanent easement hereby granted is limited to 12 feet in width being 6 feet on each side of and parallel with the centerline of the waterline as finally laid and constructed across the lands of the within grantors, said lines to be constructed as near as possible to the right of way of Walton Kotty Mymaster Road or within existing utility easements.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the installation of constructions referred to herein and the grantee will maintain such easement in a state of good repair and sufficiency so that no unreasonable damages will result from its use to grantors premises. This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the grantee, its heirs, successors and assigns. The grantors covenant that they are the owners of the above described lands and said lands are free and clear of all encumbrances except mortgages, leases, easements, and restrictions of record.

Signed and acknowledged in the presence of:

Robert W. mcadami

STATE OF OHIO DELAWARE COUNTY:

On this 16 day of March! 1979 , before me, a Notary Public in and for said county, personally came

**Aclased Sugaspender and Share Sugaspender the grantors in the foregoing easement who acknowledge the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last aforesaid.

Propared by:

MAY 2.4 1979

John D. Wolf Attorney at Law 25 W. Central Ave. Dolaware, Ohio 12:00:012:5:5 N

FILED FOR RECORD MAY 2 4 1979

AT 8:32 OCCURR A 1979

RECORDED June 1, 1979 Deed

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Status In adam 1. 19 79 Notary Public ROBERT W. Mc. RUBERT W. MCADAMS

Noticy Public, Deference, Franklin, Knos. Lichting 118-1 - Marcow, Brick and Notice Counties, Colo. My Commercian Serves Aug. 5, 1081

Mounty Count JAN COUNTY RECORDER

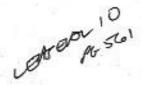
PAGE 663

VOL 428 PAGE 663

38/650

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantos(s):

	bert G. Colby, a single man Sec 241
	THERN ORIO ELECTRIC COMPANY, its successors, ossigns.
do hereby great time Collowings AND 300	cny), so long as the some may be used for the purposes becein
lessees and Hoenseys thereindites carried the Comp	reconstruct, enlarge, repair, replace, remove, operate and main-
ensumblement, registrate and education to construct,	e transmission and distribution of electric energy, togethet with
tain identities, whether pare or enderground, for the	my stubs, conduits, manholes, fixtures and appurlenances, as to
all such identities, including poles, wires, gays, g	achment and carrying of the wires and cables of other companies
may require of deem proper therefor, and for the att	across, in, over and/or under the property and/or the highway,
using energy in the communit of their business, upon	i, deross, in, over one or onder the project and or on manner;
crossing the property situated in R.A.O., T Sec	2 , Fr , Survey
in the Township of Brown , Co	unty of Belaware and State of Ohio, and income as
1 204.33 gcres, move or less, as the same is a	more particularly described in the deed duted. 19 Apxil 1974.
from John W. Roberts and Glenice C. Ro	berts to Santo F. DelMatto and
Robert G. Colby and recor	ded in Derd Book 383 , Page 520, Record of Deeds in
Recorder's office, Delaware	County, Ohio.
Said lines shall be constructed within	the limits of a five (5) foot strip of land, the
centerline being described as follows:	Beginning at Company Pole No. 207-133, tesid
pole situated approximately 504 feet a	south from the north property line and 61 . Seet
west from the centerline of U.S. Rt. 4	42; thence in a southwesterly direction for a
distance of 111 feet to Point "A", sai	id Point "A" being 165.1 feet west from the
centerline of U.S. Rt. 42 (with one ()	1) anchor and attached guywire extending conterly
from said point for a distance of 18 1	feet); thence from said point "A", deflection
anole 230 3° 38" Right, crossing the	subject property in a westerly direction for a
distance of 217 feet to point "B", and	d there terminating. (Two anchors and attacked
guywires extending from point "k", one	e anchor extending westerly a distance of 18 feet
and one anchor extending northeasterly	y a distance of 10 feet) Delaware County
	The Grantor has complied with
	Seguino 319.202 of The R. C. Uale & -/2-7 5 Transfer Tax Paid 776-2
	THANKSHER NOL ACCESSARY,
	Provid R. Itomas, Auditor, By C. Willell
In the case of underground services, the Com	pany is hereby granted the right and easement to install the nec-
	roperty of the Company, from its distribution feeder lines, in such re with electric energy the building or buildings, existing or to be
Aconstructed on the subject property or lots.	e with electric citeral, me parama at a pa
Month tracted on min published brokers, as a second	
If at any time the Company is required by the	he State Highway Department or any other governmental authority
The table of the second second by the second of the second	
	or all of the facilities of soid line, then the Company may town to
chereby granted the right to relocate said tacilities	along the highway as it now exists or may bereafter exist.
f of the second includes the right to trim got t	along the highway as it now exists or may bereafter exist.
Said easement includes the right to trim any t	along the highway as it now exists or may bereafter exist. trees or shrubbery which may bereafter interfere with the construction of said line, within the limits of the easement and within the
Said easement includes the right to trim any to tion, reconstruction, operation and/or maintenance limits of a strip of land five feet in width on each	along the highway as it now exists or may bereafter exist. trees or shrubbery which may bereafter interfere with the constructe of said line, within the limits of the easement and within the side, adjacent and parallel to the easement and to trim or cut, ony
Said easement includes the right to trim any ton, reconstruction, operation and/or maintenance limits of a strip of land five feet in width on each trees or shrubbery that now interfere with the cons	along the highway as it now exists or may hereafter exist. trees or shrubbery which may bereafter interfere with the construction of said line, within the limits of the easement and within the side, adjacent and parallel to the easement and to trim or cut, ony struction or reconstruction of said line.
Said easement includes the right to trim any to tion, reconstruction, operation and/or maintenance limits of a strip of land five feet in width on each trees or shrubbery that now interfere with the cons	along the highway as it now exists or may hereafter exist. trees or shrubbery which may bereafter interfere with the construction of said line, within the limits of the easement and within the side, adjacent and parallel to the easement and to trim or cut, any struction or reconstruction of said line.
Said easement includes the right to trim any to tion, reconstruction, operation and/or maintenance limits of a strip of land five feet in width on each trees or shrubbery that now interfere with the cons	along the highway as it now exists or may hereafter exist. trees or shrubbery which may bereafter interfere with the construction of said line, within the limits of the easement and within the side, adjacent and parallel to the easement and to trim or cut, ony struction or reconstruction of said line.
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EASEMENT

	Jollan (\$1.00), the receipt whereof to hearby acknowledged,
com C. D. Adams and Lulu C. Adams, hugh Southern Ohio Meetric Company, its successors, assigns, lesse the same imay be used for the purposes burner contemplated.	cand & Wilco, do hereby grant unto Columber and to and licenses (bereinster called the conjuny) so long as the right and community construct accommon ways
place, operate and maintain a pole line for the transmission an	d distribution of electric energy, together with ()
the wires and cables of other compatible using electric energy is	pport said pole line, and for the attachment and carrying of a the conduct of their business, over, across, through and/or
upon the property and/or the highway, crossing the property inherent, situated in 10-5-8 Logoville and 23	which they own or in which they have in in the township of Brown
County of Deleware and State of 204.3 acre tract of land, more or less, as d	The same of the sa
Decd Book 196, page 351, Recorder's Office,	Delaware County, Ohio.
Said lines shall be constructed according to the following course. Road and along the west road line of the U. passing the above described property.	along the morth road line of the Kelly McMaste S. Route #42 within the limits of the highway
If at any time the company is required by the State Highweighter over said highway to rehearts any or all of the poles of the right to relocate said pole or poles within the limits of the highway in the state of the highway in the said pole or poles within the limits of the highway in the said pole or poles within the limits of the highway in the said pole or poles within the limits of the highway in the said pole or poles within the limits of the highway in the said poles of the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the said poles or poles within the limits of the highway in the limits of the highway in the highway in the highway in the limits of the highway in the hig	ay Department or any other governmental authority basing said pole line, then the company may and is hereby granted ighway as it now exists or may hereofler exist.
Sold eastment includes the right to trim any frees which me operation and/or maintenance of east pole line, and to trim, as a struction or reconstruction of said pole line.	my become interfere with the construction, reconstruction, mutually agreed, any trees that now interfere with the con-
The company shall have the right of lagress to and egress to poles und/or anchors, and the right to do say and all things not maintenance thereof. It is especially provided, however, that the betters with the undersigned's lagress to and egress from said	from the site eccupied or to be occupied by said pole line, guy assury, proper or incidental to the acceptful operation and a poles supporting said line chall be so located as not to in- property.
WITNESS Theirhands this 27thday of	April 1946
Signed and acknowledged in the presence of	0410
It Blee War a	OC. F. Adams
Of 31 Joffmise.	mila C. adoma
C. B. Hoffndf4	Lulu C. Adams
Charles and the second of	
STATE OF THE STATE	
STATE OF CHIC COUNTY SS:	
Before me, a Notary Public in and for said county and state	
C. C. Adams and Lulu C. Adams wknowledged that they and sign the foregoing instrumen	it and that the came is Litelia free act and dead.
IN WITNESS WHEREOF, I have because enhanched my a	were and affixed my official real citie 27th day of
C. B. HOTTUIRS Seen	Noting Public is and for
Complete A	12. 15, 1949 Delan Surgenty, Okio.
STATE OF	
GOUNTY, SS: Hefore me, a Notary Public in and for said county and state	
arknowledged that did sign the foregoing intirurum:	who t and that the same is from out und dood.
IN WITNESS WHEREOF, I have becomes subscribed my to	
	Notary Public is and for
(The above form of asknowledgment is to be used if the G.	County, County
0-0209-7444	PEO. 0-682
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C. G. and Lalu C. Adens

File No.

COLUMBUS AND SOUTHERN ELECTRIC COMPANY

April 27, 1946

Kelly MeManters Road - Twy., Delaware County,

EASEMENT FOR POLE LINE ALONG

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Roland L. Augspurger and Sherry L. Augspurger, husband and wife (Grantors) of Delaware County, Ohio, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them paid by the The Board of County Commissioners of Delaware County, Ohio, (Grantee), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns, a perpetual casement and right of way for public highways and road purposes in, upon, and over the following described property of the Grantors:

Being situated in the State of Ohio, in the County of Delaware, and in the Township of Brown, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD, said easement and right of way unto the Grantce, its successors and assigns forever.

The said Grantors, for themselves, their heirs and assigns, hereby covenants with said Grantee, its successors and assigns, that they are the true and lawful owners of the said premises, and are lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

IN WITNESS WHEREOF, Roland L. Augspurger and Sherry L. Augspurger, husband and wife, release all rights of dower therein and have hereunto set their hands, this <u>9</u> day of December, 2000.

STATE OF OHIO COUNTY OF DELAWARE

SS:

BE IT REMEMBERED, that on this day of December, 2000, before me, the subscriber, a Notary Public in and for said state, personally came Roland L. Augspurger and Sherry L. Augspurger, the Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

This instrument prepared by: Edward F. Flahive, Attorney at Law, P. O. Box 1040, Delaware, Ohio 43015-7140.

EFF: Augspurger, Roland & Sherry: RIGHT OF WAY EASEMENT



Attorney At Law
Notary Public, State of Ohlo
My Commission Has No Expiration
Sec. 147.03 R.C.

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.

DATE DELOTransfer Tax Paid DE
TRANSFER NOT NECESSART
Delaware County Auditor By LEOL Springer

200000037604
Filed for Record in
DELAWARE COUNTY, DHIO
KAY E. CONKLIN
12-29-2000 10:22 am.
EASEMEN1 14.00
UR book 64 Page 1350 - 1351

04/1350

EDMARD & ELAHIVE BO

December 11, 2000

DESCRIPTION OF ROAD RIGHT-OF-WAY EASEMENT NORTH OF KELLY-MCMASTER ROAD WEST OF U.S. ROUTE 42 BROWN TOWNSHIP, DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Township of Brown, Range 18, Township 5, Quarter Township 2, United States Military Lands, being part of Farm Lot 23 and Farm Lot 18, also being part of that 64.340 acre tract as described in a deed to Roland L. and Sherrie L. Augspurger, of record in Official Record 53, Page 2521, all references herein being to the records of the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

Beginning FOR REFERENCE at a railroad spike found at the southwesterly corner of Farm Lot 23, being also at the southwesterly corner of said 64.340 acre tract, in the centerline of Kelly-McMaster Road, 40 feet in width, and at the southeasterly corner of that 102.5 acre tract as described in a deed to Radebaugh Farm Partnership, of record in Deed Volume 449, Page 65; thence South 84° 40' 32" East, along the centerline of Kelly-McMaster Road, a distance of 706.97 feet to a railroad spike set at the southeasterly corner of that 1.504 acre tract as described in a deed to William C. and Jenny Lou Adams, of record in Deed Volume 433, Page 625; thence North 5° 16' 35" East, along the easterly line of said 1.504 acre tract, a distance of 20.00 feet to a point in the northerly right-of-way line of Kelly-McMaster Road at the TRUE PLACE OF BEGINNING;

Thence North 5° 16' 35" East, continuing along said easterly line, a distance of 10.00 feet to an iron pin found;

thence South 84° 40' 32" East through said 64.340 acre tract, parallel to and 10.00 feet north of the northerly right-of-way line of Kelly-McMaster Road, a distance of 1726.13 feet to a point in the westerly right-of-way of United States Route 42;

thence South 28° 39' 29" West, along said westerly right-of-way line, a distance of 10.89 feet to a point in the northerly right of way line of Kelly-McMaster Road;

thence North 84° 40' 32" West, along said northerly right-of-way line, a distance of 1721.81 feet to the TRUE PLACE OF BEGINNING and containing 0.398 acres of land.

Bearings herein are based on North 84° 40' 32" West for Kelly-McMaster Road (Official Record 53, Page 2521.

This description was prepared by M-E Companies, Civil Engineering Group, based upon information obtained from actual field surveys of the premises.

M-E Companies, Inc. Civil Engineering Group

Michael P. Lomano, P.S. Registered Surveyor No. 7711

MICHAEL

MICHAEL

LOMANO

7711

RESTREE

SURVEYOR

DECLARATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENCE, That Roland L. Augspurger and Sherry L. Augspurger, husband and wife (Grantors) do hereby create and grant a perpetual easement across the areas described in Exhibit "A" to construct, install, lay and thereafter use, operate, inspect, repair, maintain and replace drainage collector tile across the following lands owned by the parties in the State of Ohio, County of Delaware, and Township of Brown, and being more particularly described in Exhibit "A" attached hereto, together with a reasonable right of ingress and egress over the grantor's adjacent lands for the purpose of gaining access to the area in which the aforementioned rights are granted. The easements granted herein are for the benefit of all tracts now existing or hereinafter created which abut any part of such easement.

Following any excavation, each Grantee will restore the surface of the Grantor's premises to its former condition in a state of good repair and sufficiency so that no unreasonable damages will result from the use of the easement. This agreement, together with other provisions of this grant shall constitute a covenant running with the land for the benefit of each Grantee and his or her successors and assigns.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this day of December 2000.

Sighed and acknowleged in the presence of:

As to both parties

As to both parties

As to both parties

STATE OF OHIO COUNTY OF DELAWARE Roland L. Augspurger

Sherry L. Augspurger

SS:

The foregoing instrument was acknowledged before me by Roland L. Augspurger and Sherry L. Augspurger this Aday of December 2000.

Notary Public

This instrument prepared by Edward F. Flahive, Attorney at Law, P. O. Box 1040, Delaware, Ohio 43015-7140.

EFF: Augspurger, Roland & Shorry-Declaration of Easement

Not My Co

Attorney At Law

Notery Public, State of Ohio
My Commission Has No Expiration
Sec. 147.03 R.C.

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE: 336/GTransfer Tax Paid: CRANSFER NOT NECESSARY

DATE(1) 29/6 Transfer Tax Paid 120
TRANSFERRED OR TRANSFER NOT NECESSARY
Delaware County Auditor By 140 556 (1884)

200000037605 Filed for Record in DELAWARE COUNTY, OHIO KAY E. CONKLIN 12-29-2000 10:22 AM. EASEMENT 14.00 OR book 64 Page 1352 - 1353

64/1352

EDWARD F FLAHIVE BOX

December 11, 2000

DESCRIPTION OF COLLECTOR TILE EASEMENT NORTH OF KELLY-MCMASTER ROAD WEST OF U.S. ROUTE 42 BROWN TOWNSHIP, DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Township of Brown, Range 18, Township 5, Quarter Township 2, United States Military Lands, being part of Farm Lot 23 and Farm Lot 18, also being part of that 64.340 acre tract as described in a deed to Roland L. and Sherrie L. Augspurger, of record in Official Record 53, Page 2521, all references herein being to the records of the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

Beginning FOR REFERENCE at a railroad spike found at the southwesterly corner of Farm Lot 23, being also at the southwesterly corner of said 64.340 acre tract, in the centerline of Kelly-McMaster Road, 40 feet in width, and at the southeasterly corner of that 102.5 acre tract as described in a deed to Radebaugh Farm Partnership, of record in Deed Volume 449, Page 65; thence South 84° 40' 32" East, along the centerline of Kelly-McMaster Road, a distance of 706.97 feet to a railroad spike set at the southeasterly corner of that 1.504 acre tract as described in a deed to William C. and Jenny Lou Adams, of record in Deed Volume 433, Page 625; thence North 5° 16' 35" East, along the easterly line of said 1.504 acre tract and along said easterly line extended, passing an iron pin found at 30.00 feet and at 248.61 feet, a total distance of 415.60 feet to the TRUE PLACE OF BEGINNING;

Thence North 5° 16' 35" East, continuing along said easterly line extended, a distance of 20.00 feet to a point;

Thence through said 64.340 acre tract the following courses:

- South 84° 40' 32" East a distance of 1010.36 feet to a point;
- South 5° 19' 28" West a distance of 20.00 feet to a point;
- North 84° 40' 32" West a distance of 1010.35 feet to the TRUE PLACE OF BEGINNING and containing 0.464 acres of land.

Bearings herein are based on North 84° 40' 32" West for Kelly-McMaster Road (Official Record 53, Page 2521.

This description was prepared by M-E Companies, Civil Engineering Group, based upon information obtained from actual field surveys of the premises.

ANO *

M-E Companies, Inc. Civil Engineering Group

Michael P. Lomane, P.S. Registered Surveyor No. 7711

EASEMENT

Know all men by these presents, that Roland L. Augspurger and Sherry L. Augspurger, husband and wife, (Grantor), for good and valuable consideration paid, do hereby grant, bargain, sell, convey and release to David N. Packer and Maxine M. Packer, husband and wife, (Grantee) for their joint lives, remainder to the survivor of them, an easement for the purpose of draining surface water to the Sugar Run Ditch, in, upon and over the following described property of the

Being situated in the State of Ohio, in the County of Delaware, and in the Township of Brown, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

The location of the easement shall be upon a strip of land 15 feet wide, parallel to, and on the north side of, a line described as follows: Beginning at a point on Grantors' southern property line 20 feet cast of the northwest corner of the Grantees' property; and continuing in a westerly direction along the Grantors' southern property line and terminating at the southwest corner of the Grantors' property.

This easement shall include the right to enter onto and to excavate the land to lay drainage tile, and to enter onto and to excavate the land to maintain and/or repair said tile. Following any excavation, Grantee will restore the surface of the Grantor's premises to its former condition, in a state of good repair and sufficiency so that no unreasonable damages will result from the use of the easement.

This easement and the further provisions herein shall constitute a covenant running with the land for the benefit of Grantce and their successors and assigns.

To have and to hold, said easement and right of way unto the Grantee, their successors and assigns forever.

The said Grantors, for themselves, their heirs and assigns, hereby covenant with the said Grantee, their heirs and assigns, that they are the true and lawful owners of the said premises, and are lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

Grantors release all their rights of dower herein.

Executed	this	3rd	day of	May	, 2002

200200021675 Filed for Record in DELAWARE COUNTY, OHIO KAY E. CONKLIN Q5-09-2002 01:58 PM. 05-09-2002 01:58 PM. EASEMENT 18.00 book 200 Page 995 -

Sherry L. Augspurger, Grantor

STATE OF OHIO COUNTY OF DELAWARE

The foregoing instrument was acknowledged before and by Roland L. Augspurger and Sherry L proper, husband and wife, this 3rd , 2002.

Notary Public

This instrument was prepared by: E. Marianne Gabel, Attorney at Law, 103 N. Union Street, Delaware, OH 43015

200/995

MARIANNE BABEL

April 4, 2001

TRACT 7 DESCRIPTION OF 4.606 ACRES NORTH OF KELLY-MCMASTER ROAD WEST OF U.S. ROUTE 42 BROWN TOWNSHIP, DELAWARE COUNTY, OHIO

Situated in the State of Ohio, County of Delaware, Township of Brown, Range 18, Township 5, Quarter Township 2, United States Military Lands, being part of Farm Lot 18, also being part of that 64.340 acre tract as described in a deed to Roland L. and Sherrie L. Augspurger, of record in Official Record 53, Page 2521, all references herein being to the records of the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

Beginning FOR REFERENCE at a railroad spike found at the southwesterly corner of Farm Lot 23, being also at the southwesterly corner of said 64.340 acre tract, in the centerline of Kelly-McMaster Road, 40 feet in width, and at the southeasterly corner of that 102.5 acre tract as described in a deed to Radebaugh Farm Partnership, of record in Deed Volume 449, Page 65; thence South 84° 40' 32" East, along the centerline of Kelly-McMaster Road, a distance of 2507.26 feet to a railroad spike set at the intersection of the easterly right-of-way line of U.S. Route 42, being also the westerly right-of-way line of the New York Central Lines Railroad; thence North 28° 39' 29" East, along said rights-of-way lines, a distance of 274.69 feet to an iron pin set at the TRUE PLACE OF BEGINNING;

Thence North 61° 20' 31" West, crossing U.S. Route 42, passing an iron pin set in the westerly right-of-way line at 80.00 feet and into said 64.340 acre tract, a total distance of 686.99 feet to an iron pin set;

Thence North 35° 34' 20" East, a distance of 302.20 feet to an iron pin set;

Thence South 61° 20' 31" East, passing an iron pin set in the westerly right-ofway line of U.S. Route 42 at 570.61 feet, a total distance of 650.61 feet to an iron pin set in the easterly right-of-way line of same, being also the westerly right-of-way line of the New York Central Lines Railroad;

Thence South 28° 39'29" West, along said rights-of-way lines, a distance of 300.00 feet to the TRUE PLACE OF BEGINNING and containing 4.606 acres of land.

Bearings herein are based on South 28° 39' 29" West for U.S. Route 42 (Official Record 53, Page 2521).

Iron pins set consist of a 1"(O.D.) iron pipe, 30" long with a plastic cap inscribed "M-E Companies/S-6872".

This description was prepared by M-E Companies, Civil Engineering Group, based upon information obtained from actual field surveys of the premises.

M-E Companies, Inc. Civil Engineering Group

MICHAEL Belaware County Regional

LOMANO * Planning Commission by
No Plat Required

No Plat Required

No Plat Required

Surveyor 3/19/02

Signed Tax O D

OB Registered Surveyor No. 7711

61-180 S J:/land.projects/00-240/docs/002401ot7.doc

APPROVED
Delaware City/County
Mealth Dept.

Michael P. Lomano, P.S.

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BROWN TWP. ZONING INSPECTOR 4267 VELEY ROAD DELAWARE, OHIO 43015 (740) 362-9111 DEC 1 0 2008

Easmt. 04687669



Easement & Right of Way

Reality Enterprises, LLC, an Ohio limited liability company, "Grantor(s)" in consideration of \$1.00, the easement terms, and other good and valuable consideration from Columbus Southern Power Company, an Ohio corporation, 700 Morrison Rd., Gahanna, OH 43230-6605, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee, a non-exclusive right of way and easement "Easement", for electric, other energy or communication purposes for current/future uses, overhead and underground, in, on, over, through and across the following described lands situated in Brown Township, Delaware County, Ohio, being part of Farm Lot 18 in Quarter Township 2, Township 5, Range 18 of the United States Military Lands, containing 12,800 acres, more or less, as conveyed by Volume 866, Page 2476, of the Delaware County Recorder's Office.

Said lines and facilities shall be constructed within the limits of a Twenty Foot (20°) wide strip of land, as shown on Exhibit "A", attached hereto and made a part hereof.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, replace, enlarge, upgrade, relocate within the Easement, extend or remove utility facilities, with poles, anchors, guys, supporting structures, conductors, conduits, service pedestals, grounding systems, foundations, manholes, devices and associated equipment, as it may deem appropriate, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, at Grantee's option, without any liability to Grantor, any trees, overhanging limbs or branches, brush, shrubs, undergrowth, of whatever size, (including those that are dead, diseased, weak, or leaning), buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger the safety of, interfere with or encroach upon the use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any buildings, structures, pile or debris, interfere with lateral support, construct any swimming pool, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall conduct construction/maintenance activities on its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group and if Grantor initiates any construction or building activities on its property, always call the applicable utility protection service before the activity begins. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their respective successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby. Easement attachments, if any, are incorporated herein by this reference.

WITNESS, Grantor(s) signed this Easement on the 14 day of Notenber, 2008.

Reality Enterprises, LLC, an Ohio limited liability company

Delawere County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 2.202 Transfer Tox Paid

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VOL 0 8 7 6 PAGE 0 6 1 5 STATE OF OHIO, COUNTY OF DELAWARE. ss: by LILLIAM FLIAC [Name of partner of agent], SOLE HENBER [Title of partner or agent], on behalf of Reality Enterprises, LLC, an Ohio limited liability company. Thomas O. Schaffer Notary Public Notary Public, State of Ohio Commission Expires My Commission Expires 09-06-2011 For use by Recorder's Office and Auditor's Office.

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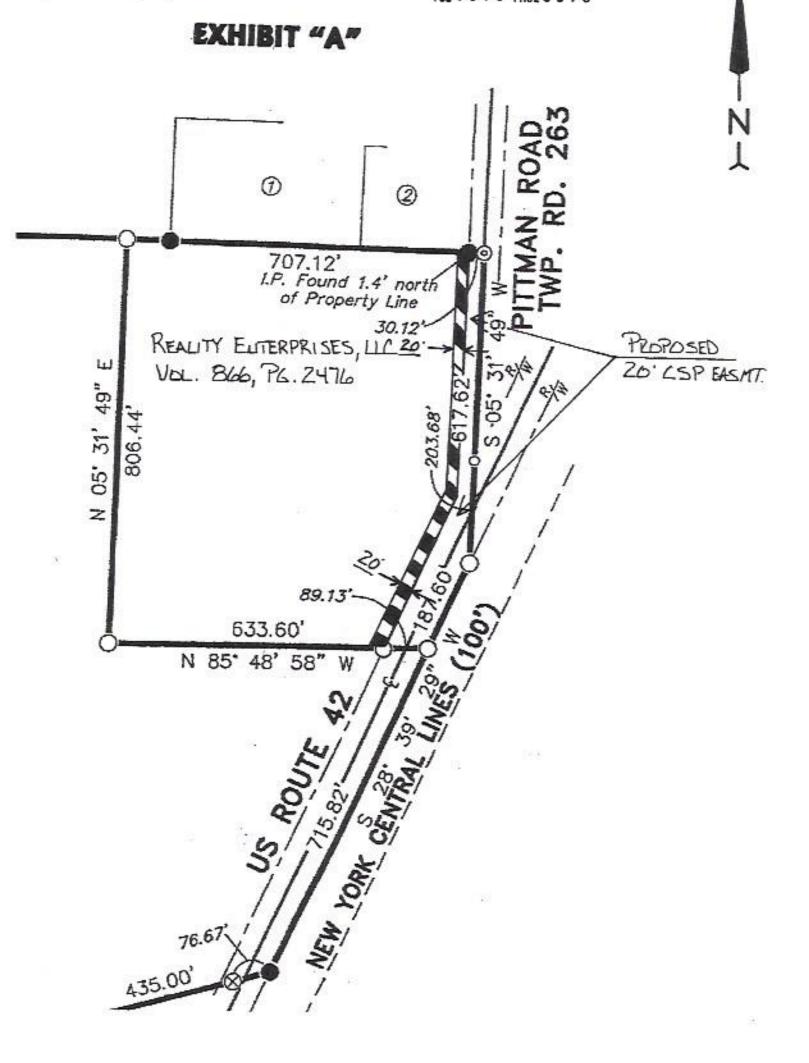
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Easement prepared by Ohio Power Company

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Address: 4297 US Highway 42 North

Re-conductoring & Multi-phasing US Highway 42





PLEASE TO THE PART OF GENERAL TERRAS 15621 W 87TH ST LENEXA, KS 66219

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO EASTERN DIVISION

LEONARD F. RAIMONDO and DAVID F. GARDNER, for themselves and all others similarly situated,

Plaintiffs,

VS.

SPRINT COMMUNICATIONS COMPANY
L.P., QWEST COMMUNICATIONS
COMPANY, LLC, LEVEL 3
COMMUNICATIONS, LLC, and WILTEL
COMMUNICATIONS, LLC,

Defendants.

Case No. 1:12-cv-01984-SO

Judge Solomon Oliver, Jr.

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Header Court Court Northern District of Ohio

Sy: ____ A

SETTLEMENT OF LANDOWNER ACTION (ACTIVE RAILROAD LINES)

WHEREAS, the parties to the above-captioned class action (the "Action") entered into an Ohio Class Settlement Agreement, as of September 28, 2012, (the "Settlement Agreement") (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement);

WHEREAS, on June 13, 2013, the Court entered a final Order and Judgment approving the Settlement Agreement and ordering that this Action may be settled as a class action on behalf of the following class:

A class (the "Settlement Class") defined as:

a class comprising all Persons who own or who claim to own, for any period of time during a Compensation Period, any Covered Property, provided, that "Settlement Class" or "Class" does not include: (1) Right-of-Way Providers and their predecessors, successors, parents, subsidiaries, and affiliates, past or present; (2) federal, state, and local governmental entities; (3) Native American nations and tribes; or (4) any Person who files a valid and timely exclusion on or before the Opt-Out Deadline.

Members of this Class are referred to below as Class Members; and

WHEREAS, the Settlement Agreement provides for the entry of an Easement Deed by Court Order in Settlement of Landowner Action by which the Settling Defendants acquire, to the extent that Class Members have the right to transfer it, a permanent telecommunications easement in the Right of Way adjacent to the property of each Class Member;

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. To the extent that each Class Member owns rights in the Easement Premises (as hereafter defined), the Class Member (the "Grantor") hereby grants to whichever of Sprint Communications Company L.P., Qwest Communications Company, L.C., Level 3 Communications, LLC, and WilTel Communications, Inc., has Designated for inclusion under the Settlement Agreement the Right of Way which adjoins, underlies or includes Covered Property owned by the Class Member, together with its successors, assigns, and licensees (the "Grantee"), a permanent telecommunications easement in the Easement Premises. For each county in which this Easement Deed by Court Order in Settlement of Landowner Action is being recorded, a list of affected Class Members and their affected parcels is attached as Exhibit 1. Exhibit 1 shall describe Class Members' affected parcels with the following information, to the extent that it is in the Database of Identification Information: owner name; owner mailing address; tax map identification number; tax parcel identification number; lot number; and

section, township, and range. Exhibit 1 may describe Class Members' affected parcels with any other available information.

 The terms and conditions of the permanent telecommunications easement that is the subject of this Easement Deed by Court Order in Settlement of Landowner Action are:

a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement") and right to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, expand, relocate, and remove fiber optic cables, copper cables, coaxial cables or other cables through which voice, data, video or other signals are transmitted, conduits, inner ducts, hand holes, splice vaults, poles, optical or electronic equipment, regenerator huts, marker posts or signs, and other related facilities appropriate for installation, use, or maintenance of such cables (collectively, the "Telecommunications Cable System"), in, on, over, under, through and/or across the Easement Premises. The Easement Premises means all that real property that (a) either (i) is included within a parcel of property that is described in Exhibit 1 or (ii) has a common boundary with a parcel of property described in Exhibit 1 (the "Grantor's Property") (for purposes of this Telecommunications Cable System Easement Deed, a parcel of property shall be deemed to have a common boundary with the Easement Premises if it is separated by a non-navigable river or a street, road, or highway, other than a numbered state or federal highway) and that (b) (i) is or was used as a railroad right of way ("Railroad Right of Way") and (ii) is on a side of the centerline of the Railroad Right of Way that is next to the Grantor's Property (the "Grantor Side"), and (iii) extends no more than ten (10) feet on each side of the Grantee's Telecommunications Cable System (A) as it existed on October 11, 2012, (B) where the actively used components of the Grantee's Telecommunications Cable System are moved or placed, provided, however, that only a single 20-foot easement per moved component may exist at any point in time in the Easement Premises, and the width of the moved component's Easement Premises shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of a single Grantor Side of the Railroad Right of Way, and (C) where new components are installed to connect the existing Telecommunications Cable System to the edge of the Right of Way. The Easement shall be construed to grant Grantee all rights necessary to abandon in place unused components of Grantee's Telecommunications Cable System.

The Easement shall not include the right to construct on the Easement Premises regenerator huts and similar structures ("Buildings") in addition to those existing on October 11, 2012. The Easement shall include the rights to repair, replace, and expand existing Buildings, provided, however, that no such repair, replacement, or expansion shall increase the site that the Buildings occupy, or the height of any Building, by more than twenty-five percent. The Easement does not permit the construction of microwave towers, cell towers, or other components of a primarily aboveground statewide Telecommunications Cable System.

The Easement includes the right to temporarily use the entire Grantor Side of the Railroad Right of Way for construction or maintenance, so long as Grantee uses its best efforts not to interfere with any real property which, although within the boundaries of the Easement Premises, is actually being used by Grantor; provided, however, that in no event shall Grantee be prohibited from using such real property if it is commercially reasonable to do so under the circumstances or if Grantee's Telecommunications Cable System is currently located within such area. The Easement shall include the right of reasonable ingress and egress to and from the Easement Premises over that portion of the Grantor's real property that underlies the Railroad

Right of Way and, for repair and maintenance, over any existing private roads of Grantor, where access from public or railroad roads is not reasonably practical, provided Grantec has made commercially reasonable efforts to give prior notice to Grantor of Grantec's use of Grantor's private roads. Grantee shall not be liable for damages caused by its removal of trees, undergrowth, and brush within the Easement Premises necessary or appropriate for the enjoyment of the Easement. Nothing contained herein shall constitute a waiver of any right that Grantor may have for any damages to Grantor's property outside of the Easement Premises caused by Grantec's action. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

From and after June 13, 2013, subject to all the restrictions and limitations stated herein, the Easement includes the right to construct and install additional components of a Telecommunications Cable System within the Easement Premises. Grantee agrees that, unless (a) it is required to do so by the railroad or other owner of Railroad Right of Way or (b) it is commercially reasonable under the circumstances to do so, it will not install additional components of a Telecommunications Cable System in the area of the Easement Premises that is outside a parallel fence constructed by the railroad or other owner of Railroad Right of Way or is actually being used by the Granter or its successor, provided, however, that the foregoing shall not be binding upon Grantee if Grantee's Telecommunications Cable System is currently located within such area. If Grantee's action causes damage to any of Grantor's existing improvements, including houses, garages, shops, sheds, and fences, or growing crops, which are within the

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Easement Premises, Grantee shall pay reasonable compensation to the Grantor for such damage to the extent provided by law.

The Easement includes all rights necessary to the lawful occupation of the Easement Premises by an existing Telecommunications Cable System, and by any additional Telecommunications Cable System that is constructed and installed by or on behalf of Grantee in the Easement Premises and that is owned or operated by either (a) Grantee or (b) any person or entity to which Grantee sold, granted, leased, or otherwise transferred or may hereafter sell, grant, lease, assign, or otherwise transfer, all or any part of the rights in or use of such Telecommunications Cable System.

The Easement, however, does not apply to any Telecommunications Cable System that existed on October 11, 2012, but that was acquired by Grantee after that date (unless such Telecommunications Cable System or component thereof was acquired from any of Sprint Communications Company L.P.; Qwest Communications Company, LLC, I/k/a Qwest Communications Corporation; Level 3 Communications, LLC, Level 3 Communications, Inc., and Level 3 Telecom Holdings, Inc.; WilTel Communications, Inc.; WilTel Communications, LLC; and Williams Communications, LLC, I/k/a Williams Communications, Inc., I/k/a Vyvx, Inc.).

The Easement includes all rights granted herein that are necessary to authorize MCI Communications Services, Inc. a Delaware corporation, ("MCI"), lawfully to own, operate, use, permit others to use, and maintain the Telecommunications Cable System described in that certain Amended and Restated System Use and Service Agreement, dated September 1, 1991, between WTG-East, Inc., predecessor in interest to MCI and US Sprint Communications Company Limited Partnership, predecessor in interest to Sprint, and used by both MCI and

Sprint ("the LightNet System"), provided, however, that nothing in this Easement shall be construed to convey rights to MCI, except through Grantee, in any telecommunications cable system other than the LightNet System.

No oil, gas, or other mineral rights are granted and no existing oil, gas, or other mineral rights are expanded, limited, or affected by this instrument, provided, however, that Grantor shall not use a method of extraction that interferes with or impairs in any way the Easement, the Telecommunications Cable System, or the exercise of Grantee's rights herein.

Grantor shall not, nor shall Grantor authorize others to, construct or create any road, reservoir, excavation, obstruction, structure, or building or change the land grade on, in, over, under, through, or across the Easement Premises without the prior written consent of Grantee, provided that nothing herein shall be construed to affect the rights and obligations of any railroad with respect to the use, improvement, or alteration of its Railroad Right of Way, as provided in any agreement between the railroad and the Grantee, by applicable law, or otherwise.

It is understood and agreed that the Easement is not exclusive and is subject to all preexisting uses and pre-existing rights to use the Easement Premises, whether such uses are by
Grantor or others and whether for surface uses, crossings, or encroachments by communication
companies or utilities. It is further understood and agreed that Grantor retains all of its existing
rights, if any, to grant, convey, assign, and restrict any and all rights (including future rights and
uses) on the Easement Premises, provided, however, and notwithstanding the foregoing, that
Grantor shall not use or authorize others to use the Easement Premises in a manner that interferes
with or impairs in any way Grantee's Telecommunications Cable System or the exercise by
Grantee of the rights granted herein.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein, including the right to sell, grant, lease, or otherwise transfer all or any part of the rights in or use of the Telecommunications Cable System.

Grantor conveys the Easement without warranty of title to any property interest in the Easement Premises. This instrument does not address and shall not affect any real property rights, including the priority of interests, between Grantor and any railroad or between Grantee and any railroad, or any of their predecessors, successors, past or present predecessors in interest, successors in interest, successors in title, members, partners, parents, subsidiaries, affiliates, lessees, assigns, and past, current, or future licensees or assignees. This Easement is not intended to impact or diminish any railroad's existing rights or property interests in the Right of Way. This Easement shall not be construed to permit Grantee to interfere with railroad operations. This Easement also shall not permit any component of a Telecommunications Cable System to remain in a Railroad Right of Way except (a) under existing or future agreements with the railroad or (b) in any Railroad Right of Way in which no railroad operates and no railroad retains any right, title, or interest. This Easement also shall not permit any new components to be installed to connect the existing Telecommunications Cable System to the edge of the Right of Way in any Railroad Right of Way as to which the Interstate Commerce Commission or the Surface Transportation Board has entered an order, pursuant to 49 U.S.C. § 10903, that the railroad is authorized to cease to provide or maintain rail service over that right of way and the railroad no longer provides or maintains rail service over that line, provided that if the railroad does not cease such rail service or later reactivates such service, then this limitation shall not apply.

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This Telecommunications Cable System Easement Deed is executed and delivered on behalf of Grantor for the purpose of granting the Easement to Grantee in, on, over, under, through and/or across the Easement Premises to the full extent of Grantor's right, title or interest, if any, in or to the Easement Premises, and the Easement granted hereby shall affect the Easement Premises only to the extent of Grantor's right, title, and interest therein. Grantor and Grantee agree that this Telecommunications Cable System Easement Deed shall not grant any rights to the Easement Premises, or any portion thereof, in which Grantor holds no right, title or interest.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement, right of way, license, lease, or any similar instrument or court order.

No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement, right of way, license, lease, or any similar instrument or court order.

The terms and provisions of this instrument shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Settling Defendants, the Grantor, their successors, assigns, personal representatives, and heirs.

This instrument fully sets forth the terms and conditions of the Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this instrument.

TO HAVE AND TO HOLD the Easement, rights and privileges unto Grantee, its successors and assigns in perpetuity or until such time as Grantee shall cause the Easement to be released of record.

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Settling Defendants may record this Easement under the terms and conditions set

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forth in the Settlement Agreement.

Date: 6/3/13

Honorable Solomon Oliver, Jr. United States District Judge

EXHIBIT 1

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N/A	1	7	+-	45021700	Swinehart	Daniel E & Casaundra E	Lewis Center	₹	43035	Sprint	Delaware	P
N/A	1	14:7	-	45021800	McKinnie	Scotty J	Lewis Center	공	43035	Sprint	Delaware	F
N N		400	1	46200000	Alisiswanto	Candra D	Westerville	H	43082	Sprint	Delaware	Н
N/N		1		46000000	Khojastehpour	Majid	Westerville	Н	43082	Sprint	Delaware	동
N/A	1	100		46000000	Rhodes	Jesse P	Lewis Center	Н	43035	Sprint	Delaware	OH
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N/A	1	+		27038803	Helmlinger	Karen E	Lewis Center	F	43035	Sprint	Delaware	동
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N/N			-	45033000	Mini Storage Depot at Polar	at Polaris LLC	Lewis Center	₽.	43035	Sprint	Delaware	₹
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			-	2000	A consider M	Laurie Cantair	HO	43035	Sorint	Delaware	E
31834403015000	N/A Columbus	3N-18W-3	45000000	Schick	Gregory E & Jenniter M	Lewis Centre	5	2000	-	o constant	2
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31834403017000		3N-18W-3	45000000	Blazer	Anthony Michael	Lewis Center	F	43035	Sprint	Delaware	8
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31834403018000	-	SM TOWN 3	4500000	Edwards	Sason W & Hannah L	Lewis Center	HO	43035	Sprint	Delaware	HO
31834403019000		3M 18M/-3	45000000	Shaffer	Frederick B & Roxanna	Lewis Center	H	43035	Sprint	Delaware	ĕ
31834403020000		O WOL NO	45000000	Con	Kristin N & Omar K	Lewis Center	8	43035	Sprint	Delaware	B
31834403021000	Columbus	SW-TOWN 3	ASOCOOD	Chapter	David M.	Lewis Center	Ж	43035	Sprint	Delaware	ĕ
31834403022000	Columbus	SN-TOWNS	45000000	Dolpoeno	Margaret E	Lewis Center	НО	43035	Sprint	Delaware	B
31834403023000	Columbus	3N-13W-3	45000000	Divotio	Harit S.& Michelle I.	Lewis Center	НО	43035	Sprint	Delaware	8
31834403024000	columbus	SN-1844-3	45000000	Girosbo	Fortunate & Margret	Lewis Center	8	43035	Sprint	Delaware	P
31834403025000	-	3N-10W-3	45000000	Pde layer	Ouelvid E	Lewis Center	H	43035	Sprint	Delaware	Ö
31834403026000		3N-18W-3	45000000	British	Dale	Lewis Center	5	43035	Sprint	Delaware	동
31834403027000	_	3N-18W-3	45000000	Alexander	Terrance R & Carolyn R	Lewis Center	H	43035	Sprint	Delaware	H
31834102013032	-(8)	SN-16W-3	12002/300	Constitution Insertments		Columbus	Н	43220	Sprint	Delaware	HO
31821001015000		3N-18W-2	270106400	Cod Gloffes Issuestments IIC		Powell	НО	43065	Sprint	Delaware	동
31821301005000		3N-10W-2	27115000	Onl Co Water Co loc		Lewis Center	НО	43035	Sprint	Delaware	OH
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88802990500000	N/A Orange	SN-10W-2	27043500	Antono	Scarla	Lewis Center	¥	43035	Sprint	Delaware	₽
31814303001000		C-MOT-NC	22043600	- Shoomood rank	Srikanth & Deepti	Lewis Center .	НО	43035	Sprint	Delaware	F
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