SYLVAN SQUARE
PLAT III

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This Deed of Easement made and entered into this 10th day of February, 1969, by and between W. A. Acevedo, et al., Toledo, Ohio, hereinafter referred to as the GRANTOR, and COLUMBIA GAS OF OHIO, INC., an Ohio corporation with offices at 99 North Front Street, Columbus, Ohio, hereinafter referred to as the GRANTEE.

WITNESSETH:

THAT WHEREAS, the Grantee is the owner of the following described property which is being develop into apartments, namely:

A certain parcel of land comprising part of the Northwest quarter of Section 15, Town 8 South, Range 6 East, in the City of Sylvania, Lucas County, Ohio, the said certain parcel of land being more particularly bounded and described as follows:

Beginning at a point in the southeasterly right of way line of the Penn Central Railroad (formerly the New York Central Railroad), which point is distant South 30° 48' 00" East, 795.51 feet from the point of intersection of the said southeasterly right of way line and the northerly line of the said Section 15 (centerline of Print Road);

thence South 69° 20' 45" East, along a line drawn parallel to the said centerline of Print Road, a distance of 841.75 feet, more or less, to the southeasterly corner of Lot 148, in Sylvania Square, Plat 3, a plot of record, recorded in Volume 61, Page 26, Book of Places, Lucas County, Ohio records, in the City of Sylvania, Lucas County, Ohio;

thence in a general northeasterly and northwesterly direction meandering along the following several courses of the easterly boundary of the said plat of Sylvania Square, Plat 3, 7.00 oz North 62° 33' 00" East, a distance of 104.39 feet;

thence North 00° 00' 30" East, a distance of 60.12 feet;

thence North 00° 00' 30" East, a distance of 141.48 feet, more or less, to the northeasterly corner of the said plat of Sylvania Square, Plat 3;

thence North 29° 20' 45" East, along a line drawn parallel to the westerly line of the plat of Section 15 and distant westerly 350.8 feet from the aforesaid northeasterly corner, a distance of 643.11 feet, more or less, to a point in the said southeasterly right of way line of Penn Central Railroad;

thence South 30° 48' 00" East, along the said southeasterly right of way line, a distance of 596.9 feet, more or less, to the place of beginning, containing 0.941 acres of land, more or less.
and;

WHEREAS, the Grantee desires to obtain natural gas service for said Apartments and has, in connection therewith, requested Grantor to install, operate and maintain at Grantor's own cost and expense a gas distribution system for said Apartments and;

WHEREAS, the Grantee is a utility company engaged in the business of supplying gas to consumers within the County of Lucas and desires to provide the Grantee with gas service for said Apartments; and is willing to install, operate and maintain at its own cost and expense a gas distribution system for said Apartments under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto agree as follows:

(1) The Grantor does hereby grant to the Grantee, its successors and assigns, the right and easement to install, operate, maintain, alter, replace and remove such pipe lines and other facilities as may be necessary in the opinion of the Grantee to provide a proper gas distribution system for said Apartments; said pipe lines and other facilities to be laid and installed within the following described easement areas, to-wit:

Situated in the State of Ohio, County of Lucas, City of Sylvania, being easements ten feet (10') in width, centered on said easements being the gas pipe lines as shown on the plan attached hereto and made a part hereof.

(2) The Grantee shall at all times hereafter keep said easement areas and all pipe lines and other facilities located therein, in repair. The Grantor, in making the aforesaid grant, recognizes that the Grantee will from time to time alter the installation of said distribution system upon said easement area to utilize the rights heretofore granted and to perform its obligation of operating and maintaining said distribution system. The Grantor further recognizes that such entries upon the easement area may result in temporary problems and inconvenience, including but not limited to interference with the flow of traffic, temporary loss of ingress and egress to and from business establishments and temporary loss of parking or storage facilities. The Grantor hereby agrees to indemnify and save Grantee harmless from any and all claims and demands of this nature arising out of Grantor's utilization of said easement areas.
(3) The Grantee is further granted the right and privilege to extend any of its pipe line facilities (including laterals) installed heretofore for the purpose of transporting gas and through the premises herein described for delivery to other customers of the Grantor.

(4) The Grantee shall have the right to fully use and enjoy the easement area so long as such use and enjoyment is not inconsistent with the rights heretofore granted to the Grantee, provided, however, the Grantee shall not cause or permit any buildings, structures or facilities (surface and subsurface) other than the initial roadways or parking areas, to be placed or erected within the limits of the easement area. This provision shall not apply to any utility or municipality which may desire to utilize a part of the subsurface of said easement areas for underground utility structures or facilities provided:

   (a) any underground structures or facilities placed so as to cross the pipe lines or appurtenances of the Grantee within said easement areas shall be placed so as to provide a minimum clearance of at least one (1) foot from the nearest surface area of the Grantee's lines or appurtenances to the nearest surface of said structures or facilities;

   (b) any underground structures or facilities which are to be placed parallel or alongside the pipe lines or appurtenances of the Grantee must be located so as to provide a minimum clearance of three (3) feet from the nearest surface area of Grantee's lines or appurtenances to the nearest surface of said structures or facilities.

The Grantee shall not change the depth of cover over said pipe lines without express written permission of the Grantee.

(5) Subject to the provisions herein contained, the Grantee will, at its own cost and expense, lay and install the gas distribution system for said Apartments and will thereafter operate and maintain said system at its own cost and expense. The Grantee will make service line connections for the Grantee at the Grantee's main and install the necessary curb stops. It shall be the responsibility of the Grantee to install, operate and maintain, at its own cost.
and expense, the appropriate number of service lines from the outer edge of the
curb stops into the premises.

(5) It is understood and agreed that the responsibilities and obli-
gations of the parties hereto with respect to the gas service to be provided
hereunder shall be governed in all respects by the Grantee's Rules and Re-
sultations Governing the Distribution and Sale of Gas on file with the Public
Utilities Commission of Ohio.

(6) The parties hereto shall do all acts and execute all instru-
ments necessary to carry out the terms and intent of this Agreement whether or not
this Agreement specifically calls for them. Grantee will not unreasonably
withhold its consent to an extension of the easement area herein described.

In WITNESS WHEREOF, the Grantee has hereto set its hand this

[Signature]
[Date]

Signed and acknowledged
in the presence of:

[Signature]
[Date]

Signed and acknowledged
in the presence of:

[Signature]
[Date]