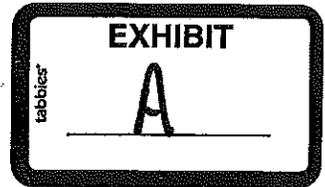


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LEASE AND RIGHT OF WAY AGREEMENT



THIS LEASE made this 15th day of April, 1980 by and between the CITY OF TOLEDO, OHIO, a Municipal Corporation, the Department of Natural Resources, 2201 Ottawa Parkway, Toledo, Ohio, 43606, Lessor, and COLUMBIA GAS OF OHIO, INC., 99 North Front Street, Columbus, Ohio 43215, Lessee, pursuant to authorization by Ordinance No. 100-80 duly enacted by the Council of the City of Toledo, Ohio.

WITNESSETH:

THAT LESSOR, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and of the rents and covenants hereinafter contained, on the part of Lessee to be paid and performed, does hereby grant, demise and lease to Lessee, its successors and assigns, the following described premises situated in the City of Toledo, County of Lucas and State of Ohio, being a part of Adams Township in Grant 580, Township 3, United States Reserve, and being a part of a 22.32 acre tract being north-easterly of and abutting the northeasterly line of the record plat of Southern Woods subdivision, more particularly described as follows:

Beginning at a point thirty (30) feet southeasterly of the point where the southwesterly line of said 22.32 acre tract intersects the southerly right of way line of the Norfolk & Western Railway, which point shall be known as the place of beginning of the lands herein leased, thence southeasterly along said southwesterly line a distance of fifteen (15) feet to a point, thence northeasterly at right angles a distance of fifteen (15) feet to a point, thence northwesterly at right angles a distance of eighteen and five tenths (18.5) feet to a point, thence southwesterly a distance of fifteen and four tenths (15.4) feet to the place of beginning, containing 251.25 square feet.

TO HAVE AND TO HOLD the said premises, with the appurtenances unto Lessee, its successors and assigns, for and during a term of twenty (20) years, beginning July 12, 1980. Said Lessee hereby covenants and agrees to pay during the term of this Lease a rental of One Hundred Seventy-Five Dollars (\$175.00) per year payable annually to the City of Toledo, Department of Natural Resources, 2201 Ottawa Parkway, Toledo, Ohio 43606,

said leased property to be used by Lessee for the operation and maintenance of a building for housing gas regulator. The Lease area is identified on drawing marked "Exhibit A", attached hereto and made a part hereof.

Lessee shall have the right to place, operate and maintain on the premises hereby leased, regulators, meters, and all appliances necessary to control or measure such supply of gas as said Lessee shall desire to pass through, over and across said premises. Lessee shall also have the right to construct and maintain such buildings as it may deem necessary to properly house and protect said regulators, meters and appliances and shall have the right to remove the same or any part thereof at any time during the continuance of this Lease or within a reasonable time after its termination not to exceed ninety (90) days. Lessor shall have no responsibility for any improvements on the premises.

It is further agreed that Lessee shall restore the surface of the land involved herein to its original condition and that Lessee shall at all times maintain its installations free from nuisance, and that Lessee will save Lessor harmless from any claim or liability arising out of the installations, maintenance or use of the property herein before described, and that in the event that this Lease shall be cancelled, as hereinafter provided, that Lessee will remove its installations and restore the surface of the land to its original condition, within ninety (90) days from date of cancellation.

It is further agreed that in the event that the Council of the City of Toledo, Ohio, shall determine that the above described real property is necessary for a public purpose, Lessee upon six (6) months' written notice, will remove all its installations and restore the surface of the land to its original condition and at its sole expense.

It is further agreed that if, during the period of this Lease, or any extensions thereof, said real property is placed upon the tax duplicate and taxes and assessments imposed thereon, Lessee shall pay all taxes and assessments and shall hold Lessor free from any and all liability therefor.

Lessor, for the considerations aforesaid, further grants and demises to Lessee, its successors and assigns, a permanent easement to lay, maintain, operate, repair, replace and remove the necessary pipes in and across the following described lands, to-wit:

Beginning at a point in the southerly right of way line of the Norfolk & Western Railway where it is intersected by the southwesterly line of said 22.32 acre tract, thence southeasterly along said southwesterly line a distance of 194.38 feet to a point,

thence northeasterly parallel to the south line of the Norfolk & Western Railway right of way a distance of fifteen (15) feet to a point, thence northwesterly on a line parallel to the first line a distance of 194.38 feet to the southerly edge of said railroad right of way, thence southwesterly a distance of fifteen (15) feet to the place of beginning, containing 2,915.7 square feet.

Lessee shall maintain the premises of Lessor in the same or as good condition as they were prior to entering on to the property and shall at its own expense replace any and all trees located thereon which may be damaged as a result of Lessee's use of the said premises.

The terms and conditions of this agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their official seals.

Signed, acknowledged and delivered in the presence of:

Muriel Dwyer
Keith A. Barrow

THE CITY OF TOLEDO, OHIO

BY: Michael Porter ACTING
Michael Porter, Its City Manager

BY: Doug DeGodd
Doug DeGodd, Its Mayor

Janet M. Secours
Nancy S. Henry

COLUMBIA GAS OF OHIO, INC.

BY: R. J. Gordon
R. J. Gordon, Vice President

ATTEST:

By: J. L. Fullin
J. L. Fullin, Assistant Secretary

STATE OF OHIO }
COUNTY OF FRANKLIN } SS:

Personally appeared before me, a Notary Public in and for said County, R. J. Gordon, Vice President and J. L. Fullin, Assistant Secretary, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed, as the aforesaid officers of said Columbia Gas of Ohio, Inc. for the use and purposes therein mentioned, and the voluntary act and deed of Columbia Gas of Ohio, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal, this 25th day of MARCH, 1980.

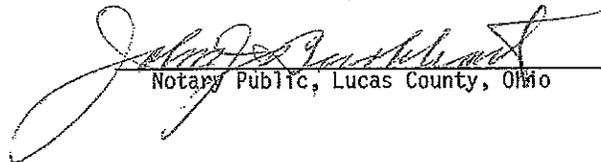


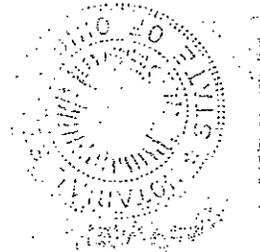
Michael G. Groomes
Notary Public, Franklin County, Ohio
MICHAEL G. GROOMES
NOTARY PUBLIC FOR THE STATE OF OHIO
FRANKLIN COUNTY
MY COMMISSION EXPIRES JAN. 5, 1983

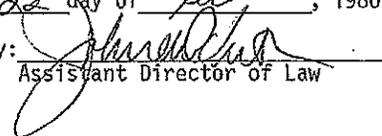
STATE OF OHIO)
COUNTY OF LUCAS) SS:

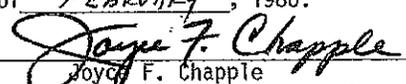
Personally appeared before me, a Notary Public, in and for said County, J. Michael Porter and Doug DeGood, City Manager and Mayor of the City of Toledo, Ohio who acknowledged the signing of the foregoing instrument to be their voluntary act and deed as City Manager and Mayor of the City of Toledo, Ohio, a Municipal Corporation, as authorized by the Council of the said City of Toledo, Ohio, for the use and purposes therein mentioned.

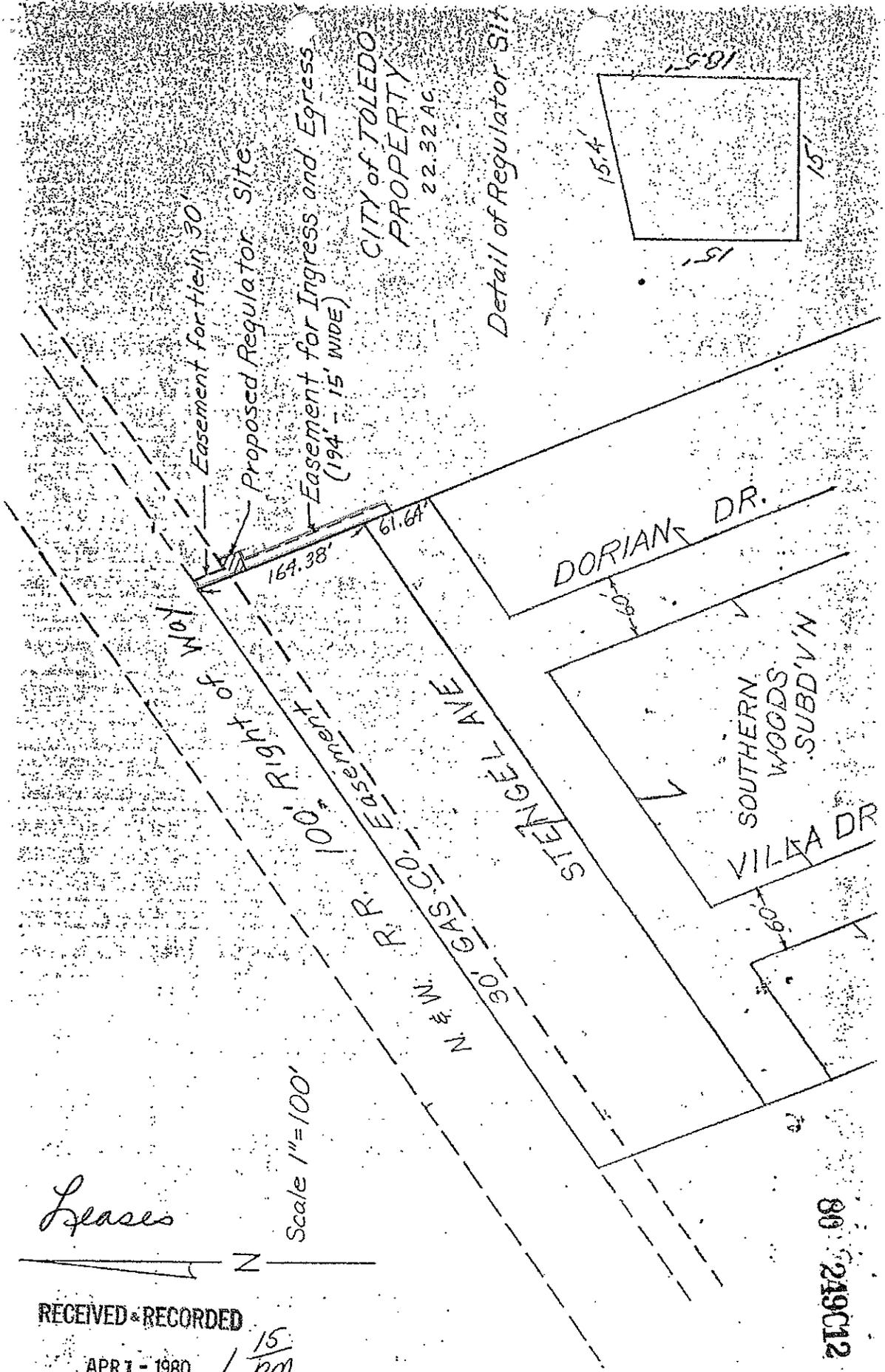
IN TESTIMONY WHEREOF, I have hereunto set my name and affixed my official seal, this 1st day of April, 1980.


Notary Public, Lucas County, Ohio



Approved As To Legal Form This
22 day of Feb, 1980
By: 
Assistant Director of Law

Approved As To Content This 21 SE
day of FEBRUARY, 1980.
By: 
Joyce F. Chapple
Director, Department of Natural Resources



Leases

RECEIVED & RECORDED

APR 1 - 1980 15 PM

SANDY ISENBERG
RECORDER, LUCAS COUNTY, OHIO

City of Toledo - 800 "EXHIBIT A" See Envelope

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REVISED 1-24-80 4238