

L E A S E

THIS LEASE made this 16th day of October, 1979,

by and between THE CITY OF TOLEDO, OHIO, an Ohio 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,

W I T N E S S E I T H :

THAT Lessor, in consideration of the sum of One Dollar, 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 Lot No. 432 in Mount Vernon, a Subdivision formerly in the Township of Adams, now in the City of Toledo, County of Lucas, and State of Ohio, and being more particularly described as follows:

Being a parcel of land 15.00 feet by 15.00 feet out of Lot No. 432, in Mount Vernon, a subdivision formerly in the Township of Adams, now in the City of Toledo, Lucas County, Ohio, as recorded in Plat Book R, Page 39, Records of Plats, Lucas County Office of Real Estate Transfer, and more particularly described as follows:

Beginning, for reference, at the southwest corner of said Lot No. 432, said corner also being the point of intersection of the north Right-of-Way line of Overlook Boulevard and the east Right-of-Way line of Richards Road;

thence N. 0° 30' E. 149.20 feet, in the west line of said Lot No. 432 and the east Right-of-Way line of Richards Road, to an iron pin marking the principal place of beginning of the tract herein to be leased;

thence continuing N. 0° 30' E. 15.00 feet, in the aforementioned line, to an iron pin;

thence S. 89° 30' E. 15.00 feet to an iron pin;

thence S. 0° 30' W. 15.00 feet, parallel to the west line of said Lot No. 432 and the east Right-of-Way line of Richards Road, to an iron pin;

thence N. 89° 30' W. 15.00 feet to the principal place of beginning, containing 225 square feet, more or less, with the right of ingress and egress to and from the same.

The Company shall indemnify and hold harmless the Lessor and all of its agents and employees from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from the installation, construction, operation, maintenance, repair, renewal,

replacement or removal of the facilities installed pursuant hereto, on, over and across said premises, unless caused by the sole negligence of Lessor, its agents, employees or representatives.

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 December 1, 1979. Said Lessee hereby covenants and agrees to pay during the term of this Lease all taxes and assessments of every kind and description which may hereafter be levied upon the above described premises and to pay a ground rental of One Hundred Fifty Dollars (\$150.00) per year payable annually to the City of Toledo, Department of Natural Resources, 2201 Ottawa Parkway, Toledo, Ohio 43606.

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. Lessor shall have no responsibility for any improvements on the premises.

Lessee is also granted the right to lay, maintain, operate, repair, replace, and remove the necessary pipes in and across the above described premises.

No assignment or transfer of this Lease or the estate or interest of the Lessee hereunder shall operate to release said Lessee from any of the rents, agreements and covenants of this Lease to be paid or performed by said Lessee. This Lease may not be assigned without the agreement in writing of the Lessor.

When and in event possession of the property hereinabove leased may be deemed necessary for any public or municipal purpose or use whatsoever, this Lease may be cancelled at any time by Lessor upon giving one hundred twenty (120) days' notice in writing to Lessee.

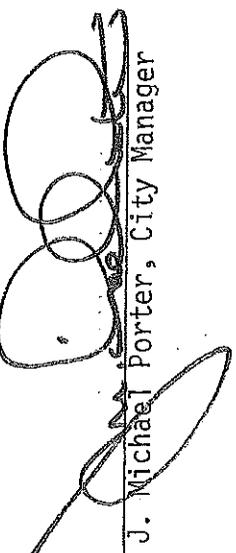
Upon payment to Lessor of One Dollar (\$1.00) and all amounts then due hereunder, Lessee may at any time surrender this Lease by returning it to Lessor accompanied by a properly executed instrument of release. The rights and obligations of the parties hereto, and their assigns, shall cease and terminate as of the date of such surrender, except that Lessee shall remove all improvements made and restore premises to its original condition.

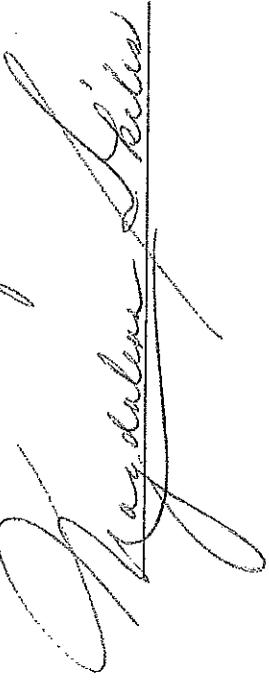
The terms and conditions of this agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, said parties have hereunto set their hands.

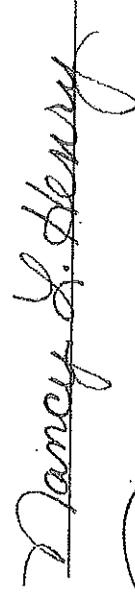
Signed and acknowledged
in the presence of:

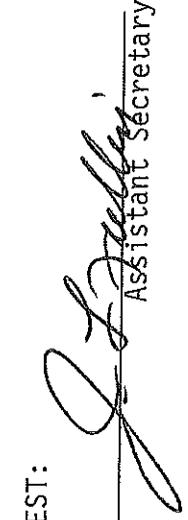
CITY OF TOLEDO, OHIO

By: 
J. Michael Porter, City Manager

COLUMBIA GAS OF OHIO, INC.

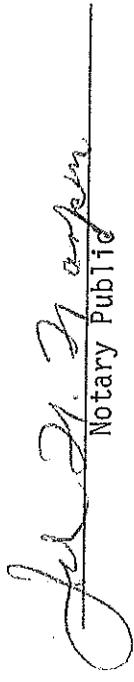
By: 
Nancy G. Henry
Vice President

ATTEST:
By: 
J. L. Zeller,
Assistant Secretary

STATE OF OHIO }
COUNTY OF LUCAS } SS:

BEFORE ME, a Notary Public in and for said County and State personally appeared J. MICHAEL PORTER, CITY MANAGER, of THE CITY OF TOLEDO, OHIO, the Municipal Corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the seal of the said Municipal Corporation; that he did sign and seal said instrument as such City Manager in behalf of said Municipal Corporation, and that said instrument is his free act and deed individually and as such City Manager and the free act and deed of said CITY OF TOLEDO, OHIO.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 16 day of OCTOBER, 1979.


Notary Public

My Commission ~~XXXXXX~~ IS PERMANENT

STATE OF OHIO }
 } SS:
COUNTY OF FRANKLIN }

BEFORE ME, a Notary Public in and for said County and State,
personally appeared R. J. Goshorn, Vice President, and
J. L. Eulin, Assistant Secretary, of COLUMBIA GAS
OF OHIO, INC., the corporation which executed the foregoing instrument, who
acknowledged that the seal affixed to said instrument is the corporate seal
of said corporation; that they did sign and seal said instrument as such Vice
President and Assistant Secretary in behalf of said corporation and that said
instrument is their free act and deed individually and as such Vice President
and Assistant Secretary and the free and corporate act of said COLUMBIA GAS
OF OHIO, INC.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed
my official seal this 8th day of October, 1979.

Michael H. Groomes
Notary Public

My Commission Expires: _____

MICHAEL G. GROOMES
NOTARY PUBLIC FOR THE STATE OF OHIO
FRANKLIN COUNTY
MY COMMISSION EXPIRES JAN. 5, 1983

THIS INSTRUMENT WAS PREPARED BY:
COLUMBIA GAS OF OHIO, INC.

Approved As To Legal Form This _____
30th day of Aug, 1979.
By: [Signature]
Assistant Director of Law

Approved As To Content This 27th
day of August, 1979.
By: [Signature]
Richard M. Boers
Acting Director, Natural Resources