

721235

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GAS LINE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, MARNALEE REALTY, INC., an Ohio corporation, herein called Grantor, hereby grants to The East Ohio Gas Company the non-exclusive right and easement to lay, maintain, operate, replace and remove pipe lines with necessary appurtenances for the transportation of gas on, over and through the following described parcel or strip of land (hereinafter sometimes referred to as the "Easement Lands") situated in the City of Rocky River, County of Cuyahoga, State of Ohio:

PARCEL NO. I

Being a strip of land 20 feet in width, lying west of, parallel with and adjacent to the east property line and north of, parallel with and adjacent to the south property line of lands conveyed to Marnalee Realty, Inc. by deed dated December 23, 1957 and recorded in Volume 9041, Page 737 of the Cuyahoga County Records of Deeds, and extending southerly from Grantor's north property line approximately 356 feet to Grantor's south property line, thence westerly from Grantor's east property line approximately 313 feet to Grantor's west property line which is the west line of Parcel No. 1.

PARCEL NO. II

Being a strip of land 20 feet in width, lying north of, parallel with and adjacent to the south property line of lands conveyed to Marnalee Realty, Inc. by deed dated December 24, 1959 and recorded in Volume 9786, Page 237 of the Cuyahoga County Records of Deeds, and extending westerly from Grantor's east property line (which is also the west line of Parcel No. 1) a distance of 40 feet to a point and terminus of said strip of land.

RESERVING, HOWEVER, unto the Grantor the right to grant other non-exclusive rights and easements on, over and through the Easement Lands for the installation, maintenance, repair, operation, replacement and removal of underground water and/or storm sewer and/or sanitary sewer mains and/or pipes on condition that the installation thereof does not conflict with applicable

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governmental ordinances and regulations or with general operational standards of the Grantee hereof relating to proximity and location of utility lines, and on the further condition that the grantees thereof agree

(a) to waive any and all rights against the

Grantee hereof for any damage to the underground mains and/or pipes installed by such grantees which is caused by the Grantee hereof in connection with the installation, operation, maintenance, repair, replacement or removal of its gas pipe lines and necessary appurtenances; and

(b) to reimburse the Grantee hereof for any costs or expenses incurred for the repair of any damage to its gas pipe lines and necessary appurtenances which is caused by the installation, operation, maintenance, repair, replacement or removal of the underground mains and/or pipes of such grantees.

Grantee, by its acceptance hereof, covenants and agrees, for itself and its successors and assigns, as follows:

1. Grantee shall install the aforementioned gas lines not less than three (3) feet below the surface of the land, shall keep and maintain said gas pipes and necessary appurtenances in good condition and repair and shall restore the surface of the land after such installation to a condition substantially the same as existed prior thereto.

2. Grantee shall indemnify and save Grantor harmless from any and all loss, cost or expense on account of any injury to persons or property arising out of the installation, operation, maintenance, repair or removal of said gas pipes and necessary appurtenances.

3. The Grantor may use and enjoy said Easement Lands except insofar as such use and enjoyment shall be

inconsistent with the exercise by The East Ohio Gas Company of the rights herein granted to it and except that no buildings or structures of any kind shall be placed or erected by the Grantor on said Easement Lands. Grantor shall have the right to construct a hard surface roadway (not more than forty (40) feet in width) across the Easement Lands, the location of which roadway shall be designated by the Grantor. Grantor shall have the further right to use all or any part of the Easement Lands for parking purposes and to construct a hard surface on all or any portion of such parking area.

4. Grantee shall restore the surface of the land, but not any hard surface parking areas, and shall repair any damage to the aforementioned roadway to be constructed by Grantor caused by the operation, maintenance, repair, replacement or removal of such gas pipes and necessary appurtenances.

This instrument shall be binding upon and shall inure to the benefit of the successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 31st day of July, 1963.

Signed in the presence of:

MARNALEE REALTY, INC.

By

Regina L. Peterson

Joe Wilson

Wayne C. Hays

Margaret S. Wilson

STATE OF OHIO }
COUNTY OF CUYAHOGA } SS.

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BEFORE ME, a Notary Public in and for said County and State, personally appeared MARNALEE REALTY, INC. by *Rocky River* its *President* and *Margaret McElroy* its *Secretary*, who acknowledged that they did sign the foregoing instrument and that it is the free act and deed of such Company and of themselves as such officers.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Cleveland, Ohio, this *21* day of July, 1963.

Edward H. Thompson
Notary Public
LAVERN H. BIRCH
My Comm. Expires 12/31/64

COPIES

This instrument prepared by Edward H. Crane of Thompson, Hinc and Flory.

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Clev. 2581
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RIGHT OF WAY
FROM
MARNALÉE REALTY, INC.
TO
THE EAST OHIO GAS CO.
Clev. #17835
LINE NO.
Rocky River - Cuyahoga
RECEIVED FOR RECORD
AT 12:58 P.M. 1963
SEP 5 1963
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COUNTY RECORDS
MARK McELROY
County Recorder