

## Appendix A to Order on Summary Judgment

MEDINA

OHIO

### SUBSURFACE EASEMENT FOR UNDERGROUND GAS STORAGE

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between

(hereinafter "Landowner"), and Columbia Gas Transmission, LLC ("Columba"), a Delaware limited liability company, with a mailing address of 1700 MacCorkle Ave, SE, Charleston, WV 25314.

#### WITNESSETH

**GRANT.** In consideration of the sum \$ \_\_\_\_\_ (~~1000000~~ per Storage Acre) and other good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, Landowner grants to Columbia the exclusive and permanent easement, insofar as Landowner has the right to do so, to utilize the premises described in the DESCRIPTION clause for underground gas storage in the Storage Zone defined in the STORAGE ZONE clause, by injecting, holding in storage, and withdrawing gas, regardless of the source thereof, by pumping or otherwise, through wells operated on other lands in the same gas storage field, and protecting gas stored in the gas storage field of which the premises are a part, and specifically including the grant of the use of oil and gas, if any, contained therein. The phrase "gas storage field" is defined for the purposes of this Agreement to include not only the area of the reservoir in which gas is stored, but also the protective area designated by Columbia around the storage reservoir according to applicable laws or regulations or according to Columbia's general practices relating to underground gas storage.

**DESCRIPTION OF PREMISES.** The premises are Landowner's lands in \_\_\_\_\_ County, Ohio described by County Tax ID as follows:

(1) **STORAGE ZONE:** The Storage Zone is defined for the purposes of this Agreement is generally known as the Clinton sandstone formation and is more particularly described as that subsurface stratigraphic interval lying between a point seventy-five (75) feet above the top of the

Silurian Packer Shell (a carbonate) to a point one hundred (100) feet below the base of the deepest Silurian Clinton sandstone member, or to a point 50 feet below the top of the Upper Ordovician Queenston shale, or their stratigraphic equivalents, whichever is greatest below the base of the deepest Clinton sandstone member. This stratigraphic interval encompasses all of the units or members of the Silurian Clinton sandstone formation, or their stratigraphic equivalents.

(2) **SURFACE RIGHTS:** Columbia agrees that there will be no storage well placed upon the premises but that Columbia may have temporary, limited surface rights for seismic activities, surveying, geographical studies, etc., provided that any such limited surface use is temporary in nature.

(3) **EXPLORATION AND DEVELOPMENT OF OTHER FORMATIONS; PROTECTION OF STORAGE ZONE:** (a) Subsequent exploration and development of oil and gas formations above or below the Storage Zone as defined in the STORAGE ZONE clause shall be servient to Columbia's rights under this Agreement. Landowner hereby covenants and agrees, for Landowner and those holding under Landowner: that Landowner shall except the storage zone from all future leases for the exploration and development of oil and gas underlying the land that is subject to this Lease; that Landowner and those holding under Landowner shall, in conducting operations for the exploration and development of oil and gas underlying the land that is subject to this Lease, take such measures as Columbia determines necessary to protect the storage zone and the gas storage field; that Landowner and those holding under Landowner shall not commit any act which would result in the escape or removal of gas from the storage zone; that Landowner shall give full protection to Columbia's rights hereunder in any and all future leases and other transactions involving the land that is subject to this Lease; and that Columbia shall be given notice of every application for a permit to drill or to perform any other work for which a permit is required involving a well on the land that is subject to this Lease, upon the filing thereof, which notice shall be given to Columbia by mailing a true and complete copy of the application addressed to Storage Department Columbia Gas Transmission, LLC, P.O. Box 1273, 1700 MacCorkle Avenue, SE, Charleston WV 25325-1273, by certified mail, return receipt requested.

(b) **NOTICE TO COLUMBIA:** Columbia shall be given notice of every application for a permit to drill or to perform any other work for which a permit is required involving a well on the land subject to this Agreement to explore or develop formations above or below the Storage Zone. The notice shall be given to Columbia by the applicant for the permit, by mailing to Columbia a copy of the permit application addressed to Storage Department Columbia Gas Transmission, LLC, P.O. Box 1273, 1700 MacCorkle Avenue, SE, Charleston WV 25325-1273, by certified or registered mail, at least 15 days before the operator of the well proposes to commence the drilling or other work.

(c) **LIMITATION OF LANDOWNER'S LIABILITY:** Landowner shall not be liable for any breach of covenant under this EXPLORATION AND DEVELOPMENT clause by any person holding under Landowner.

(d) **INVIOABILITY OF THE STORAGE ZONE:** Nothing in this EXPLORATION AND DEVELOPMENT clause or elsewhere in this Agreement shall be construed to entitle Landowner to explore for, develop, or produce oil and gas from the Storage Zone.

(4) **ENTIRE CONTRACT.** The entire agreement between Landowner and Columbia is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Agreement.

(5) **SUCCESSORS.** All rights and duties under this Agreement benefit and bind Landowner and Columbia and their heirs, successors, and assigns.

WITNESS the following signature(s) this            day of            , 2012.

Signed and acknowledged in the presence of:            LANDOWNER

STATE OF OHIO, COUNTY OF

The foregoing instrument was acknowledged before me this            day of  
20            by

My commission expires            , 20

\_\_\_\_\_  
Notary Public

STATE OF            , COUNTY OF

The foregoing instrument was acknowledged before me this            day of  
20            by

My commission expires            , 20

\_\_\_\_\_  
Notary Public

STATE OF            , COUNTY OF

The foregoing instrument was acknowledged before me this            day of  
20            by

My commission expires            , 20

\_\_\_\_\_  
Notary Public