

CERTIFICATE OF TITLE

Mr. Robert James Gasper
1636 Emmons Avenue
Dayton, Ohio 45410

The undersigned hereby certifies that he has made a thorough examination of the regularly indexed, public records of Vinton County, Ohio, covering the period of forty-two years next preceding the date of this certificate and relating to the premises hereinafter described at Item 1.

This certificate does not purport to cover matters not of record in Vinton County, Ohio, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, or zoning or other governmental regulations; nor does it cover fixture liens not indexed in the real estate mortgage indexes or defects which arise under the doctrine of Heifner v. Bradford 4 OS 3d 49 (1983).

The undersigned further certifies that, in his opinion based upon said records, the fee simple title to said premises is vested in Robert James Gasper by virtue of the following recorded instrument:

1. Warranty Deed from Frank A. Brown and Patricia L. Brown, husband and wife, to Robert James Gasper, dated May 25, 1984, recorded in Vol. 153, Page 525, Vinton County Deed Records.

The undersigned further certifies that, as it appears from said county records, the title is marketable and free from incumbrance except and subject to the matters set forth herein at Items Numbered 2, 3, 4 and 5.

ITEM 1 - DESCRIPTION: 71 acres, more or less, Section 18, Jackson Township, Vinton County, Ohio, fully described in "Exhibit A" attached hereto and made a part hereof.


ITEM 2 - The premises are subject to the rights of the public in what appears to be an unabandoned but unmaintained public roadway which traverses the Northeasterly portion of the subject premises.

ITEM 3 - The premises are subject to a purchase money mortgage given by Robert J. Gasper, mortgagor, to Frank A. Brown and Patricia L. Brown, mortgagees; said mortgage dated May 25, 1984 and given to secure payment of a promissory note in the amount of \$20,000.00.

ITEM 4 - In Vol. 34, Page 620, Vinton County Lease Records, there appears open and uncanceled of record an oil, gas and gas storage lease heretofore granted to Ohio Fuel Gas Company. The instrument bears date of November 12, 1951, and is for the primary term of twenty years and so much longer thereafter as either oil or gas are being produced or stored on the leased premises.

ITEM 5 - For the year 1983 the premises were carried on the tax duplicate at an assessed valuation of \$3,730.00. Taxes for the year 1983 were in the amount of \$57.13 per half. 1983 taxes have been paid in full. Taxes for the year 1984 in an amount undetermined are a lien on the subject premises.

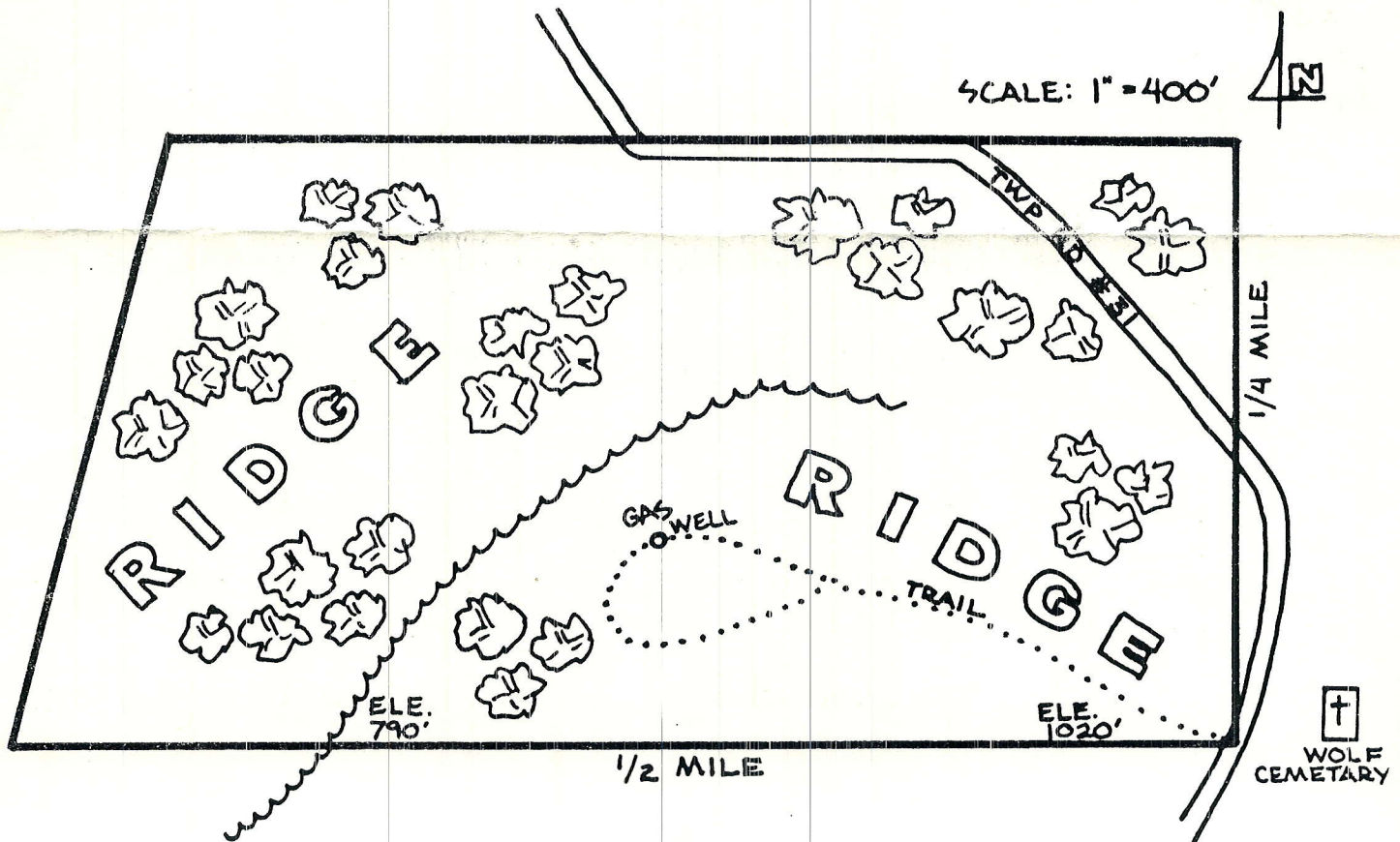
Dated at Adelphi, Ohio, on this 28th day of May, 1984.


Don C. Patterson, Attorney at Law

Larry R Menchhofer
LRM REALTY

HOCKING HILLS • SOUTH BLOOMINGVILLE, OHIO 43152 • (614) 332-6666

WOLF RIDGE 71 ACRES



This is a scenic tract of wooded recreation-investment land located on Township Road #31 in Section 18, Jackson Township, Vinton County, Ohio. FREE GAS plus \$200 per year is provided by the gas storage well that is on the land.

There are many good building sites located on the two ridges which are accessible from the road. The tract is wooded with pines and a variety of hardwoods including oak, maple, poplar, walnut, hickory, ash, beech, sassafras, and dogwood. An all-year stream originates on the land and flows out through the main hollow.

All mineral and timber rights are included with the property. The current property tax is \$114.26 per year. The drawing is a sketch only. The total investment for the 71 acres is \$27,000. Seller financing via a first mortgage is available with \$10,000 down and the balance at 10% simple interest for 6 years.

NTW

Deed of Easement
Know All Men by These Presents

That Robert James Gasper, unmarried, Grantor, in consideration of One Dollar and other good and valuable consideration to him in hand paid by Jack Edward Pearson and Roseanne Jane Pearson, Grantees, whose is 2635 Old US HWY 40 NW, London, Ohio 43140, Grantees; and Jeffrey M. Fite and Kathleen A. Fite, Grantees, whose address is 304 N. Market Street, McArthur, Ohio 45651; and Robert S. Graetz, Jr. and Jean Ellis Graetz, Grantees, whose address is 1558 Dunbar Street, Montgomery, Alabama 36106, does hereby **Grant, Remise, Release and Forever Quit Claim** to the said Jack Edward Pearson and Roseanne Jane Pearson; Jeffrey M. Fite and Kathleen A. Fite; and to Robert S. Graetz, Jr. and Jean Ellis Graetz; an easement for ingress and egress on, over, and under the land owned by Grantor being an existing private drive approximately 16 feet in width, running from Wolfe Cemetery Road, Jackson Township Road T31, said private drive located in the southeast corner of Grantor's real property, being a certain 71 acre tract in Jackson Township Section 18, Vinton County, Ohio, Auditor's Parcel Number 08-00229.000, conveyed by deed recorded in Deed Records Volume 153, Page 525, said private drive being delineated on the Plat of Survey attached hereto as Exhibit A.

This Deed of Easement for ingress and egress is for the benefit of each of the Grantees' real property as follows:

1. *Being an 8.4137 acre tract and an 8.4278 acre tract currently in the name of Jack*

Fee \$4.00.

OIL AND GAS LEASE

No. 10919

Heer Ptg Co., Cols., O. CD34989

Form C-3-CSD

THIS LEASE, Made and entered into this 12th day of November A. D. 1951
 by and between Herschel V. Wolfe and Ola Wolfe
(Husband and Wife)

hereinafter called the Lessor and
 THE OHIO FUEL GAS COMPANY, an Ohio corporation, called the Lessee.

WITNESSETH: That Lessor, in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant to the Lessee all the oil and gas in and under the lands hereinafter described, together with the exclusive right at all times to enter thereon and drill for, produce and market oil and gas and the exclusive right to inject, store and remove gas, regardless of the source thereof, in and from the oil and gas strata underlying said premises and to possess, use and occupy so much of said premises as is necessary and convenient for the purposes herein specified for a term of twenty (20) years and so much longer thereafter as oil or gas is produced therefrom in paying quantity, or gas is being injected and stored therein or removed therefrom, said lands being situated in

Section No. 18 Township of Jackson
 County of Vinton and State of Ohio, bounded substantially as follows:
 On the North by the lands of Curtis A. Turner, Wm. Stevens Hrs., Emma Baker
 On the East by the lands of Curtis Turner, et al.,
 On the South by the lands of Tacie Ross, et al., Curtis Turner, et al.,
 On the West by the lands of Curtis Turner, et al.,
 containing Seventy-one (71) acres, more or less.

If, at the end of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas is found on said premises in paying quantity, or said premises are utilized for storage purposes. No well shall be drilled within 300 feet of the barn or dwelling on said premises without the consent of Lessor.

Lessee shall deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises and shall pay for each gas well from the time and while gas is being marketed, injected, stored or removed an annual rental of Two Hundred Dollars (\$200.00) payable quarterly.

Should casinghead gas be marketed from any oil well however, the annual rental shall be twenty-five dollars (\$25.00) per year for the use of said casinghead gas.

Lessee shall drill a well producing oil or gas in paying quantity or a well to be utilized for storage purposes on said premises within Three Months from this date or pay to Lessor Eight and 88/100 Dollars (\$ 8.88)

each thereafter until such well is drilled or this lease surrendered. If a gas well be completed before the end of the term for which rental has been paid for delay, the unearned portion of said rental shall be a credit on the gas well rental. When the last well operated under this lease is abandoned, then Lessee, if it elects to hold this lease, shall resume the payment of the land rentals provided for herein and continue the same until a well producing oil or gas in paying quantity, or a well to be utilized for storage is drilled or this lease surrendered.

Lessee shall bury, when so requested by Lessor, all pipe lines used to conduct gas or oil off the premises and shall pay all damage to growing crops caused by operations under this lease.

Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken each year shall be paid for at the rate provided in the current established schedule of rates filed with the Public Utilities Commission of Ohio applicable in the immediate vicinity of the point at which gas is to be delivered to Lessor. If no established schedule of rates is applicable in that vicinity, then the rate prevailing in the nearest municipality served by The Ohio Fuel Gas Company shall apply. Lessor agrees to pay for a gas so delivered within ten (10) days after the bill for the monthly reading period has been issued, and any such payment that becomes delinquent may be deducted from subsequent payments due Lessor under this lease. Measurement and regulation shall be by meter and regulators set at the tap at the well. This privilege is upon condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

Acreage rentals, or rentals on any well, or wells paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing or storage wells on adjoining or adjacent premises. Should it be determined that Lessor owns only a fraction of the fee-simple in the oil and gas in the above described lands, then Lessor shall receive such fraction only of the rentals and royalties above specified. This lease shall extend to and bind any interest or estate in the oil and gas in the above described lands and in the underlying oil and gas strata hereafter acquired by Lessor.

Payment of all moneys due on this lease may be made, by cash or check, to Herschel V. Wolf
 by deposit to _____ credit in The _____
 Bank of _____ Ohio; or by check made payable to his order and mailed to him at R. F. D. # 1, So. Bloomington, Ohio.

Lessee is to have the privilege of using sufficient oil, gas, or water, for operating the premises and the right at any time during the term of this lease or within a reasonable time after its surrender or expiration to remove any machinery or fixtures placed on said premises and further, upon the payment to the Lessor of one dollar and all amounts due hereunder, Lessee shall have the right to surrender this lease or any portion thereof, by quit-claiming to Lessor the whole or any part of the leasehold it elects to surrender, or by returning to Lessor the lease with the endorsement of surrender thereon, or by filing for record in the county where the lease is recorded, the quit-claim or the endorsement of surrender, either of which shall be a valid and complete surrender of this lease as to all of the said premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto to the extent indicated in the quit-claim or surrender, and the acreage rental shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the lands herein described. Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgages or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof, the same as if Lessee were the original owner of said mortgage or lien. Lessee shall also have the right to reimburse itself by applying to the discharge of said mortgage or other lien, or payments made by it, the rentals and royalties accruing hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.
 Signed and Acknowledged in the Presence of:

Edson M. ShawNewton ClumHerschel V. WolfOla Wolfe

THE STATE OF OHIO
 COUNTY OF Vinton

} ss.

Notary Public

IN WITNESS WHEREOF, it has hereunto set its hand, this _____ day of _____ A. D. 19____
 THE OHIO FUEL GAS COMPANY,

Vice-President.

By _____

WITNESSES:

_____ Lessor
 and to surrender the within lease and all its rights hereunder,
 uses its surrender hereon.



A NiSource Company

Asset Management
301 Maple Street
Sugar Grove, Ohio 43155

**VIA FIRST CLASS MAIL
and CERTIFIED MAIL**

September 1, 2011

**Robert Gasper
1636 Emmons Road
Dayton, OH 45410**

**Re: Project Number 12726, Vinton County, Ohio
Benton Well No. 10213, Well Line SRW-10213 and Appurtenances**

Dear Robert Gasper,

We wish to inform you that on August 26, 2011 Columbia Gas Transmission, LLC (Columbia) filed an application with the Federal Energy Regulatory Commission (FERC) in Docket No. CP11-541-000 requesting authorization for the interstate natural gas facility project described below.

Columbia is a "natural gas company," as defined under the Natural Gas Act, engaged primarily in the business of transporting natural gas and operating underground storage fields in interstate commerce under authorizations granted by and subject to the jurisdiction of the FERC. Columbia operates facilities in the states of Delaware, Kentucky, Maryland, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia and West Virginia. Columbia offers storage and transportation services under Rate Schedules and tariffs authorized by the FERC on an open access basis pursuant to applicable laws and regulations.

In its Benton Storage Field in Vinton County, Columbia proposes to convert from active injection/ withdrawal status to observation status its Well No. 10213 and to abandon the Well Line No. SRW-10213 and associated appurtenances - making the storage field more efficient to operate. A map showing the general location of the project is enclosed. This project may involve some or all of the following activities on your property: earth disturbance, the presence of workers and equipment, temporary noise and dust, the replacement or removal of above and/or below ground equipment (for example, a facility, valve, meter, regulator, piping and/or fencing), and post construction restoration.

Columbia proposes to begin construction on these facilities on or about November 5, 2011. However, construction dates are subject to change depending on a variety of factors including receipt of FERC authorization and weather. In the event the project is approved, Columbia may need an easement and/or other land rights from you to construct the project, unless these land rights have already been granted to Columbia by you or a previous owner of your property.

For further information, you may contact me, Jim Scott, Land Agent for Columbia, by calling 740-746-2234 or, if you prefer to use a toll-free number, you may call the Company's Monitoring Center toll free at 1-800-876-4568 and ask for Jim Scott to return your call.

In addition to the map noted above, we have enclosed the following additional information to inform you about the FERC review process and your rights as an affected landowner:

- The FERC information sheet entitled *FERC Blanket Certificates*, which describes the blanket certificate program under which this project is being proposed. This sheet is also available on the Internet at <http://www.ferc.gov/industries/gas/indus-act/blank-cert.asp>.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

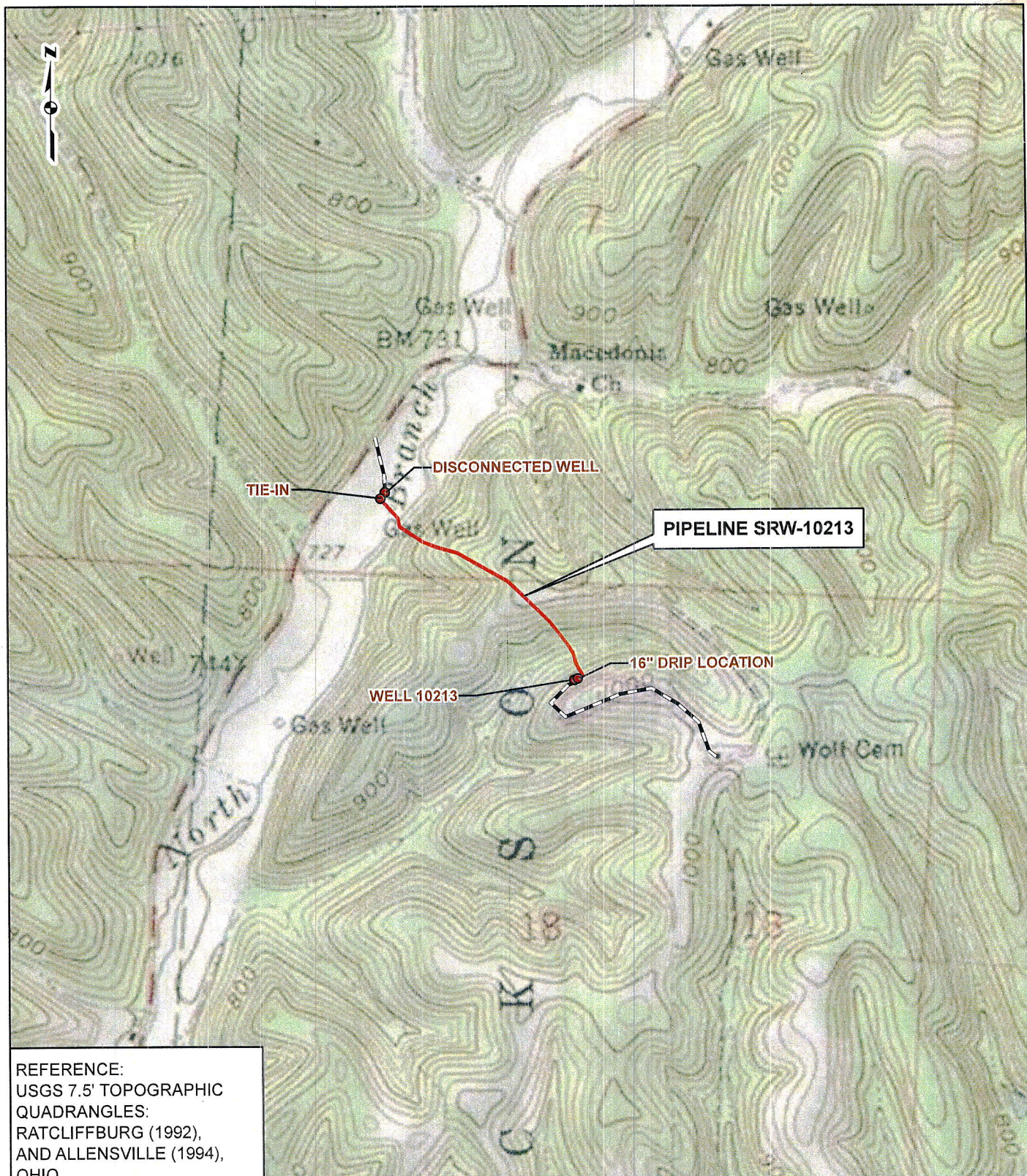
| | | |
|--|---|-----------------|
| In re |) | Chapter 11 |
| |) | |
| THE COLUMBIA GAS SYSTEM, INC. and |) | Case No. 91-803 |
| COLUMBIA GAS TRANSMISSION CORPORATION, |) | Case No. 91-804 |
| |) | |
| Debtors. |) | |

NOTICE OF HEARING TO CONSIDER MOTION OF COLUMBIA
GAS TRANSMISSION CORPORATION FOR AUTHORITY TO
ASSUME LEASES OF NONRESIDENTIAL REAL PROPERTY

NOTICE is hereby given that, pursuant to this Court's Order Fixing Hearing Date, Approving Form and Manner of Notice, and Setting Due Date for Objections in connection with the Motion (the "Motion") of Columbia Gas Transmission Corporation ("TCO") for Authority to Assume Leases of Nonresidential Real Property, a hearing has been set for October 16, 1992, Federal Building, 844 King Street, Wilmington, Delaware 19801 (the "Hearing"), to consider the Motion; and

NOTICE is further given that in the Motion, TCO seeks authority to assume all of its leases of nonresidential real property, including the lease(s) referred to and described in the attachment to this Notice, and that if the Motion is approved, these leases will remain in effect as if TCO had not filed for bankruptcy protection and all arrearages under the leases in an amount agreed to by the parties or determined by the Court will be paid promptly; and

NOTICE is further given that concurrently herewith TCO has mailed you a form stating the amount which TCO believes is owed to you for pre-petition defaults under your lease(s) with TCO; if you disagree with the amount on the form stated by TCO, you may fill out the form and return it directly to TCO by mailing it to TCO in the stamped envelope enclosed herewith; however, if you agree with such amount, you need not fill out and return the form; and



REFERENCE:
USGS 7.5' TOPOGRAPHIC
QUADRANGLES:
RATCLIFFBURG (1992),
AND ALLENSVILLE (1994),
OHIO.

PROJECT LOCATION



VINTON COUNTY, OHIO

LEGEND

- WELL/DRIP LOCATION/TIE-IN
 - PIPELINE
 - ACCESS ROAD
- 0 500 1,000 2,000 Feet

FIGURE 1 PROJECT LOCATION MAP SHEET 3 OF 3

 BENTON STORAGE
ABANDONMENT PROJECT
COLUMBIA GAS TRANSMISSION CORP.

DRAWN BY: KFS DATE: 7/25/2011
CHECKED: MEL APPROVED: GTR



A NiSource Company

Asset Management
301 Maple Street
Sugar Grove, Ohio 43155

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and CERTIFIED MAIL**

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Columbia proposes to begin construction on these facilities on or about November 5, 2011. However, construction dates are subject to change depending on a variety of factors including receipt of FERC authorization and weather. In the event the project is approved, Columbia may need an easement and/or other land rights from you to construct the project, unless these land rights have already been granted to Columbia by you or a previous owner of your property.

For further information, you may contact me, Jim Scott, Land Agent for Columbia, by calling 740-746-2234 or, if you prefer to use a toll-free number, you may call the Company's Monitoring Center toll free at 1-800-876-4568 and ask for Jim Scott to return your call.

In addition to the map noted above, we have enclosed the following additional information to inform you about the FERC review process and your rights as an affected landowner:

- The FERC information sheet entitled *FERC Blanket Certificates*, which describes the blanket certificate program under which this project is being proposed. This sheet is also available on the Internet at <http://www.ferc.gov/industries/gas/indus-act/blank-cert.asp>.

- The FERC information sheet entitled *Getting Involved*, which outlines your rights as an affected landowner. This sheet, as well as additional information on how citizens can get involved in FERC proceedings can be found on the Internet at <http://www.ferc.gov/for-citizens/for-citizens.asp>.
- A summary of your rights in eminent domain proceedings. Please note however, if eminent domain proceedings are necessary, they may be initiated in either state or federal court. A summary of state court procedures is attached. Federal court procedures may differ from those in the attached summary;

Under the Commission's regulations, you have the right to protest this project within 60 days of the date the Commission issues a notice of the pipeline's filing. If you file a protest, you should include the docket number FERC will assign to Columbia's application and provide the specific reasons for your protest. The protest should be mailed to the Secretary of the Federal Energy Regulatory Commission, 888 First Street, N.E., Room 1A, Washington, DC 20426. A copy of the protest should be mailed to Legal Department, Columbia Gas Transmission, LLC, P. O. Box 1273, Charleston, West Virginia 25325-1273, and should be clearly marked "Protest." If you have any questions concerning these procedures you can call the FERC's Office of External Affairs at 202-502-8004 or toll free at 866-208-3372.

Columbia uses a multi-step landowner concern resolution procedure to address any environmental concerns you may have about Columbia's project prior to or during construction and/or restoration activity on your property. You may initiate the process by contacting me directly at 740-746-2234. If I am not immediately available please leave a message, and I will return your call within two business days to discuss your concern in more detail. If you prefer to use a toll-free number, you may call Columbia's Monitoring Center at 800-876-4568, and ask the operator to send me a call-back request. I will return your call within two business days. If the nature of your call is an environmental issue requiring immediate attention, please call the Monitoring Center and ask for the Environmental Health and Safety Coordinator on call to return your call immediately.

Should I fail to respond to your message within two business days, or if you are not satisfied with my response, you may call Columbia's Monitoring Center at 1-800-876-4568 and ask for the Land Manager, Environmental Health and Safety Coordinator, or Project Manager associated with this project. The operator will obtain certain necessary information from you and arrange for the appropriate individual to return your call within two business days to discuss your remaining concerns.

If for any reason you are still unsatisfied with Columbia's proposed resolution, you may contact the Federal Energy Regulatory Commission ("FERC") [if you have established this short form name earlier in the letter, you would not need to re-establish it but merely use it and get rid of the long form name] Dispute Resolution Service Helpline ("DRS") by calling toll free at 1-888-889-8030 or by e-mail at ferc.adr@ferc.gov, or by writing to Dispute Resolution Service, Federal Energy Regulatory Commission, 888 First Street, NE - 5th Floor, Washington, DC 20426. The FERC DRS Staff will seek information from you as well as from Columbia and will attempt to resolve disputes without litigation or other formal proceedings. Contacting the DRS does not preclude you from filing a formal action with the FERC if discussions via the DRS are unsuccessful at resolving the matter. You may terminate use of the DRS procedure at any time.

Please retain this notice for your records until the project and associated restoration work are complete. In the event that you need to contact Columbia regarding this project, please provide the Project Number and Pipeline Name as noted at the top of this letter, along with your State, County and Township. This information will assist Columbia in directing your call to the appropriate response personnel.

Very truly yours,

Jim Scott

Jim Scott, Senior Land Agent
Columbia Gas Transmission, LLC

Enclosures: Project Area Map, Blanket Program Description, Getting Involved