

## RIGHT OF WAY

FOR AND IN CONSIDERATION of One Dollar (\$1.00) along with other good and valuable consideration to it in hand this day paid, the full receipt of which is now hereby acknowledged, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, (hereinafter called the Grantor), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, does hereby grant to **COLUMBIA GAS OF KENTUCKY, INC.**, with principal offices at 200 Civic Center Drive, P. O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the Company), its successors and assigns, the right to lay pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in the city of Lexington, Fayette County, Commonwealth of Kentucky, and more particularly described as follows:

**Address Reference: 669 Byrd Thurman Drive, Lexington, KY 40507**

**Deed Reference: Deed Book 2257, Page 44, dated January 25, 2002, in the Fayette County Kentucky Clerk's Office.**

*The gas pipeline laid pursuant to the terms of this agreement is to be located within the limits of a 20' twenty foot), Non-Exclusive easement. Said easement is shown on **Exhibit "A"**, attached hereto and made a part hereof.*

The in-care of tax mailing address for the current tax year is c/o Lexington-Fayette Urban County Government Public Facilities Corporation, 200 East Main Street, Lexington, KY 40507.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

All pipe shall be buried so as not to interfere with the present use of the land.

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Company shall indemnify and hold harmless the Grantor and all of its agents, employees and/or representatives from and against all claims, damages, losses, suits and actions; arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of said pipelines on, over, under and across said premises, unless caused by the negligence of Grantor, its agents, employees and/or representatives.

The Grantor warrants that, to the best of its knowledge, the lands encompassed by this easement have not been used as a dump site and contain no substances or materials which if disturbed would cause or threaten to cause impairment to human health or the environment.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR:** *Lexington-Fayette Urban County Government Public Facilities Corporation*

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY	)	
	)	TO WIT:
COUNTY OF _____	)	

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by  
 \_\_\_\_\_  
Title: \_\_\_\_\_, of Lexington-Fayette Urban County Government Public Facilities Corporation, for and on behalf of said entity.

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

My Commission Expires:  
 \_\_\_\_\_

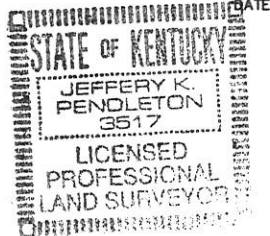
Commonwealth of Kentucky  
 STATE AT LARGE

THIS INSTRUMENT PREPARED BY:  
 COLUMBIA GAS OF KENTUCKY, INC.

\_\_\_\_\_  
 James A. Tipton  
 Columbia Gas of Kentucky, Inc.  
 2001 Mercer Road  
 Lexington, KY 40512-4241

"I DO HEREBY CERTIFY THAT THE DRAWING DEPICTED BY THIS EXHIBIT WAS DONE BY ME AND/OR PERSONS UNDER MY DIRECT SUPERVISION AND IS INTENDED TO SHOW THE LIMITS OF A PROPOSED GAS PIPELINE EASEMENT RELATIVE TO A BOUNDARY DEFINED BY OTHERS AND DOES NOT MEET THE MINIMUM STANDARDS OF 201 KAR 18:150 FOR A BOUNDARY SURVEY IN KENTUCKY."

JEFFERY K. PENDLETON (PLS 3517)  
186 DEVONNE DRIVE  
MT. STERLING, KY 40353



1/20/2014

SPC KY NORTH (NAD 83)

**LEGEND**

- P — PROPERTY LINE
- POINT ON EASEMENT
- EXISTING PROPERTY CORNER (IRON PIN FOUND)
- — CENTERLINE OF A 20' WIDE COLUMBIA GAS OF KY, INC. GAS PIPELINE EASEMENT

**BASIS OF BEARINGS:**

PER KENTUCKY NORTH ZONE STATE PLANE  
COORDINATE SYSTEM, NAD 83, US FEET.

N: 207798.57  
E: 1553789.66

669 BYRD THURMAN DRIVE

P.O.B.  
N: 207376.34  
E: 1554544.78

LINE TABLE FOR A CENTERLINE OF A 20' WIDE COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT

LINE	BEARING	DISTANCE
L1	S 31°24'52" W	145.16'
L2	S 63°59'18" E	439.17'
L3	S 26°00'42" W	1403.20'
L4	N 62°46'10" W	437.02'
L5	S 38°52'19" W	141.90'

N: 206623.21  
E: 1553948.35

BYRD THURMAN DRIVE  
(PRIVATE ROAD)

J. J. CARTER AND SON MOVING AND STORAGE OF LEXINGTON, INC.  
DEED BOOK 1475 PAGE 62

CENTERLINE OF A 20' WIDE COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT

COMMONWEALTH OF KENTUCKY  
DEED BOOK 999 PAGE 312

FRANKFORT COURT  
(PRIVATE ROAD)

P.O.E.  
N: 205888.28  
E: 1553770.79

N: 205667.17  
E: 1554195.33

OLD FRANKFORT PIKE  
(NO ROAD R/W RECORD FND.)

"THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER"



**Columbia Gas of Kentucky**  
A NiSource Company

COMPANY <b>COLUMBIA GAS OF KENTUCKY, INC.</b>		JOB ORDER 13-0264846-00	
PROJECT CENTERLINE OF A 20' WIDE COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT ON THE PROPERTY OF: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION DEED BOOK 2257 PAGE 44/PLAT CABINET "N" SLIDE 513/PARCEL 2		TAX DISTRICT LEXINGTON	COUNTY FAYETTE
DATE 1/20/2014	CONSULTANT THE FISHEL COMPANY	STATE KENTUCKY	REVISIONS EXHIBIT "A"
SCALE 1" = 400'	TECHNICIAN JP	FIELD BK. _____ PG. _____	MAPS 6712212C,D