

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, (hereinafter called the Grantor), whose mailing address is 200 East Main Street, Lexington, Kentucky 40508, 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, 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: 469 Parkway Drive, Lexington, KY 40504

Deed Reference: Deed Book 2103, Page 675, dated December 31, 1999, 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 50' (Fifty 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, 200 East Main Street, Lexington, KY 40508.

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, provided that, except in emergency situations requiring immediate access or work by the Company, Company shall use commercially reasonable efforts to advise and coordinate any excavation or construction activities with the Grantor.

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, except to the extent caused solely 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 6th day of March, 2015

GRANTOR: Lexington-Fayette Urban County Government

By: [Signature]
Title: 3/6/15 Mayor

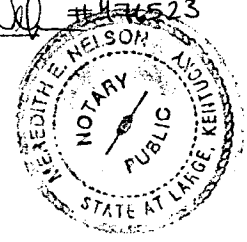
COMMONWEALTH OF KENTUCKY)
COUNTY OF Fayette) TO WIT:

The foregoing instrument was acknowledged before me this 6th day of March, 2015 by JIM GRAY Title: MAYOR of Lexington-Fayette Urban County Government, for and on behalf of said entity.

Notary Public: Meredith Elaine Nelson #474523

Commonwealth of Kentucky
STATE AT LARGE

My Commission Expires:
Nov. 10, 2016



THIS INSTRUMENT PREPARED BY:
COLUMBIA GAS OF KENTUCKY, INC.
[Signature]
James A. Tipton
Columbia Gas of Kentucky, Inc.
2001 Mercer Road
Lexington, KY 40512-4241

FILE NAME: Files\Columbia Gas of Kentucky\CKY JOBS\FAYETTE COUNTY\PICADOME GOLF COURSE\PICADOME EASEMENT\PICADOME.dwg

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 10:150 FOR A BOUNDARY SURVEY IN KENTUCKY.

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

DATE

12/06/2013

CARDINAL HILL UNIT 1
PLAT CABINET "D" SLIDE 16

PINE MEADOWS UNIT 1
PLAT CABINET "C" SLIDE 597

40' ROAD R/W

469 PARKWAY DRIVE
"PICADOME GOLF COURSE"
PLAT CABINET "L" SLIDE 34
PARCEL # 3

STATE OF KENTUCKY
JEFFERY K. PENDLETON
3517
LICENSED
PROFESSIONAL
LAND SURVEYOR

LINE TABLE FOR A CENTERLINE OF A 50' WIDE COLUMBIA
GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT

LINE	BEARING	DISTANCE
L1	N 06°51'47" W	648.44'
L2	N 07°33'41" W	530.05'
L3	N 04°39'26" W	170.12'
L4	N 02°34'22" W	169.44'

CENTERLINE OF A 50' WIDE COLUMBIA GAS OF
KENTUCKY, INC. GAS PIPELINE EASEMENT

GOLF VIEW ESTATES ADDITION
PLAT CABINET "E" SLIDE 446 AND 447

P.O.B.

FREDERICK STREET

N 58°20'59" W
251.17'

40' ROAD R/W

L4

L3

L2

L1

L4

L3

L2

L1

L4

L3

L2

L1

L4

L3

L2

L1

L4

L3

L2

L1

L4

0 500 1000 1500



COMPANY

COLUMBIA GAS OF KENTUCKY, INC.

PROJECT

COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT
ON THE PROPERTY OF:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEED BOOK 2103 PAGE 675/PLAT CABINET "L" SLIDE 34/PARCEL # 3

DATE

12/06/2013

CONSULTANT

THE FISHEL COMPANY

SCALE

1" = 500'

TECHNICIAN

JP

MAPS

6716212M

REVISIONS

EXHIBIT "A"

Columbia Gas
of Kentucky

A NiSource Company

JOB ORDER

13-0264849-00

TAX DISTRICT

LEXINGTON

COUNTY

FAYETTE

STATE

KENTUCKY

BASIS OF BEARINGS:

PER GRANTOR'S DEED
DEED BOOK 2103 PAGE 675
PLAT CABINET "L" SLIDE 34

LEGEND



POINT ON EASEMENT



PROPERTY CORNER (EXISTING FROM PLS 710)



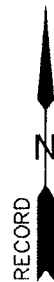
ROAD RIGHT OF WAY



PROPERTY LINE



CENTERLINE OF A 50' WIDE COLUMBIA GAS OF KY,
INC. GAS PIPELINE EASEMENT



I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: MARCIA DERR ,dc

201503250097

March 25, 2015 10:47:24 AM

Fees	\$17.00	Tax	\$.00
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Total Paid	\$17.00
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THIS IS THE LAST PAGE OF THE DOCUMENT

4 Pages

111 - 114

R 79-
2015

RIGHT OF WAY

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By: [Signature]
Title: 3/6/15 Mayor

COMMONWEALTH OF KENTUCKY)
COUNTY OF Fayette) TO WIT:

The foregoing instrument was acknowledged before me this 6th day of March, 2015 by JIM GRAY Title: MAYOR, of Lexington-Fayette Urban County Government, for and on behalf of said entity.

Notary Public: Meredith Elaine Nef #476523

My Commission Expires:

Nov. 10, 2016

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

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PARCEL # 3

CENTERLINE OF A 50' WIDE COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT

GOLF VIEW ESTATES ADDITION
PLAT CABINET "E" SLIDE 446 AND 447

STATE OF KENTUCKY
JEFFERY K. PENDLETON
3517
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Columbia Gas
of Kentucky

A NiSource Company

COMPANY

COLUMBIA GAS OF KENTUCKY, INC.

JOB ORDER

13-0264849-00

PROJECT

COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT

TAX DISTRICT

LEXINGTON

ON THE PROPERTY OF:

COUNTY

FAYETTE

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

STATE

KENTUCKY

DEED BOOK 2103 PAGE 675/PLAT CABINET "L" SLIDE 34/PARCEL # 3

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CONSULTANT

THE FISHEL COMPANY

MAPS

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REVISIONS

EXHIBIT "A"

SCALE

1" = 500'

TECHNICIAN

JP



BASIS OF BEARINGS:

PER GRANTOR'S DEED
DEED BOOK 2103 PAGE 675
PLAT CABINET "L" SLIDE 34

LEGEND

- ⊙ POINT ON EASEMENT
- PROPERTY OWNER (EXISTING IRON PIN FWD.)
- RW — ROAD RIGHT OF WAY
- PL — PROPERTY LINE
- — — CENTERLINE OF A 50' WIDE COLUMBIA GAS OF KY, INC. GAS PIPELINE EASEMENT