

Job# 17-0266866-00

## RIGHT-OF-WAY

**THIS RIGHT-OF-WAY AGREEMENT** ("Agreement") is made by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, ("Grantor"), whose mailing address is 200 East Main Street, Lexington, KY 40507, and COLUMBIA GAS OF KENTUCKY, INC., a Kentucky corporation, with principal offices at 2001 Mercer Rd, Lexington, KY, 40511, ("Grantee").

**GRANT.** In consideration of \$2,500.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the right to:

1. Construct, operate, maintain, replace, repair, alter the size of, upgrade, remove or abandon in place, pipelines and appurtenant equipment, together with valves, service connections and lateral connections for transporting gas with associated products, and appurtenant facilities including, but not limited to, cathodic protection;
2. Perform pre-construction work;
3. Ingress to and egress from the Right-of-Way area (defined below) by means of existing or future roads and other reasonable routes on the Premises (defined below) and on Grantor's adjoining lands; and
4. Exercise all other rights necessary or convenient for the full use and enjoyment of the rights herein granted, including the right from time to time to: (a) clear the Right-of-Way of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, trees, shrubbery, leach beds, septic tanks, unapproved utility installations, or any other obstruction of any kind; and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the Right-of-Way by various means, providing advance written permission is given by Grantor and shrubs, trees, turf and other enhancements are replaced by Grantee as directed, which will not interfere with the maintenance and safe operation of the pipeline. {(a) and (b) together shall collectively be known as "Encroachments"}

On, under, across and through Grantor's property situated in Fayette County, Kentucky, containing 14.3 acres, more or less, and more particularly known as:

**Deed Reference:** Deed Book 1391, Page 347, (Tract 2 of Plat F-249), dated December 20, 1985, in the Fayette County, Commonwealth of Kentucky Clerk's Office, hereinafter referred to as "Premises."

**Address Reference:** 650 Southpoint Drive, Lexington, KY 40515

*The gas pipeline laid pursuant to the terms of this Agreement is to be located within the limits of a twenty (20) foot wide permanent easement ("Right-of-Way"). The Right-of-Way is shown on Exhibit A attached hereto and made a part hereof.*

In addition to the Right-of-Way, Grantor grants Grantee a temporary easement fifteen (15) feet on either side of and adjoining the permanent Right-of-Way, for the purpose of enabling Grantee to initially construct the pipelines or to later relocate, maintain, lay additional, add lateral or service connections, replace, or change the size of the pipelines, and to conduct all activities permitted hereunder and incident hereto, including restoration or clean-up activities.

Grantor may use and enjoy the Right-of-Way, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Agreement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Right-of-Way that will, in any way, interfere with the use and enjoyment of the Right-of-Way by Grantee. Grantor shall consult with Grantee prior to changing the depth of cover in Right-of-Way or conducting grading operations within the Right-of-Way, which consent shall not be unreasonably denied. Grantor shall not permit the dumping of refuse or waste in the Right-of-Way, nor operate heavy machinery or equipment in the

Right-of-Way except as may be consented to in writing by Grantee.

Grantee shall purge and permanently seal all pipeline(s) that may be abandoned in place and shall remove all line markers, valve boxes, other visible appurtenances related to the section of pipeline that is abandoned. Furthermore, Grantee shall release all Easements/Rights-of-Way pertaining to the abandoned section of pipeline.

Grantee shall bore all existing hard surface areas to install the pipeline and shall not open-cut any hard surface areas unless written permission has been provided by Grantor. Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying, construction, operation, replacement, and maintenance of said pipelines to as near as practical to the Premises' original condition, except as provided herein.

If desired, Grantee shall be responsible for making arrangements for, performance of, and any associated costs for Phase I or Phase II Environmental assessments.

The rights, privileges and terms hereby shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors and assigns.

*IN WITNESS WHEREOF, intending to be legally bound hereby, Grantor has executed this Agreement, this 20<sup>th</sup> day of June, 2017.*

GRANTOR(S):

*Jim Gray* (name)  
*Mayor* (title)  
Lexington-Fayette Urban County Govt.

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

I, *Martha JN Allen*, a Notary Public in and for the County and State aforesaid, do certify that *Mayor Jim Gray*, a representative of the Lexington-Fayette Urban County Government, whose name signed to the writing bearing date this *20<sup>th</sup>* day of *June*, 2017, has this day acknowledged the same before me in said County.

In witness whereof, I hereunto set my hand and official seal.

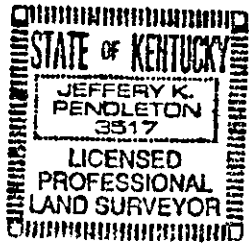
*Martha JN Allen*  
Notary Public  
My Commission Expires: *1/1/20*  
*10 5484 78*

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

*James A. Tipton*  
James A. Tipton  
Columbia Gas of Kentucky, Inc.  
2001 Mercer Road  
Lexington, KY 40511

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.

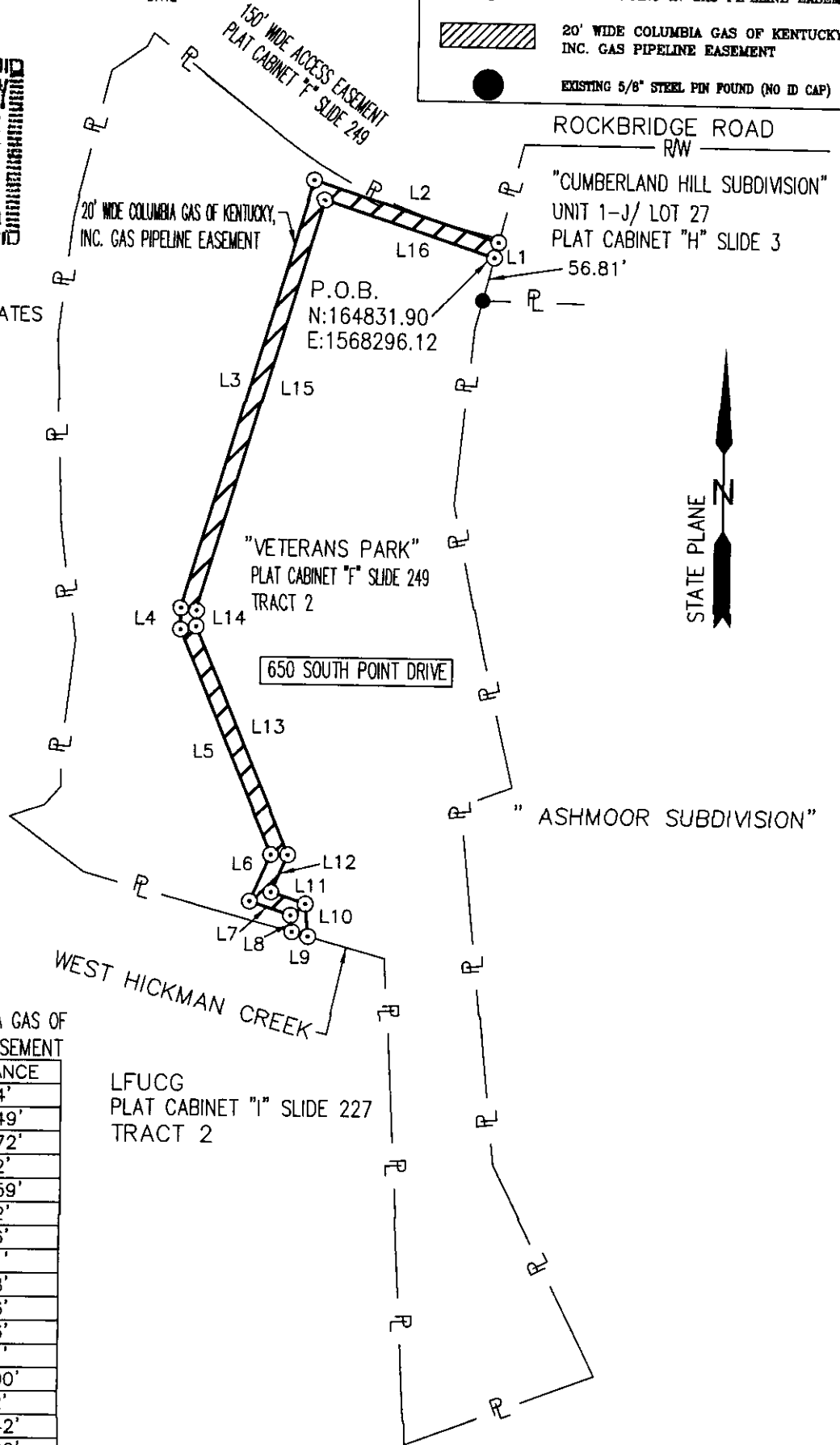
*JP*  
 4/21/2017  
 DATE  
 JEFFERY K. PENDLETON (PLS 3517)  
 PO BOX 681  
 MT. STERLING, KY 40353



**LEGEND**

- P — PROPERTY LINE
- RW — ROAD RIGHT OF WAY
- ○ — BREAK POINT IN GAS PIPELINE EASEMENT
- 20' WIDE COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT
- EXISTING 5/8" STEEL PIN FOUND (NO ID CAP)

BASIS OF BEARINGS:  
 PER STATE PLANE COORDINATES  
 KENTUCKY NORTH ZONE  
 NAD 83/US FEET



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

LINE	BEARING	DISTANCE
L1	N 14°26'26" E	20.04'
L2	N 72°04'35" W	247.49'
L3	S 16°29'48" W	574.72'
L4	S 00°36'44" W	27.22'
L5	S 22°38'23" E	310.59'
L6	S 23°32'20" W	65.82'
L7	S 71°29'43" E	55.36'
L8	S 05°00'50" E	22.01'
L9	S 74°20'24" E	21.38'
L10	N 05°00'50" W	42.66'
L11	N 71°29'43" W	46.63'
L12	N 23°32'20" E	52.51'
L13	N 22°38'23" W	315.00'
L14	N 00°36'44" E	20.32'
L15	N 16°29'48" E	551.42'
L16	S 72°04'35" E	228.20'

LFUCG  
 PLAT CABINET "I" SLIDE 227  
 TRACT 2

"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 17-0266861-00	
PROJECT GAS PIPELINE EASEMENT ON THE PROPERTY OF: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DEED BOOK 1391 PAGE 347		TAX DISTRICT 0674805/LEXINGTON	COUNTY FAYETTE
DATE 4/21/2017		STATE KENTUCKY	
CONSULTANT THE FISHEL COMPANY	FIELD BK. _____ PG. _____	REVISIONS	EXHIBIT "A"
TECHNICIAN JP	MAPS 6716200D		
SCALE 1" = 200'			