

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 \$1.00 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 18.45 acres, more or less, and more particularly known as:

Deed Reference: Deed Book 134, Page 284, dated December 16, 1902, in the Fayette County, Commonwealth of Kentucky Clerk’s Office, hereinafter referred to as “Premises.”

Address Reference: 601 East High Street, Lexington, KY 40502

The gas pipelines laid pursuant to the terms of this Agreement are to be located within the limits of a twenty (20) foot wide permanent easement (“Right-of-Way”). The gas regulator station constructed pursuant to the terms of this Agreement is to be located within the limits of a twenty-five (25) foot wide by twenty-five (25) foot wide exclusive permanent easement (“Right-of-Way”). The Rights-of-Way are 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 (weighing 25 tons or more) in the Right-of-Way except as may be consented to in writing by Grantee.

