

Job# 18-0268480-00

RIGHT-OF-WAY

THIS RIGHT-OF-WAY AGREEMENT ("Agreement") is made by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Grantor"), whose mailing address is 200 East Main Street, Lexington, Kentucky 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, or other substances that can be transported through pipelines, 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, 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 {(a) and (b) together shall collectively be known as "Encroachments"}

On, under, across and through the Right of Way, described below, which shall be located upon Grantor's property situated in Fayette County, Kentucky, containing 42.86 acres, more or less, and more particularly known as:

Deed Reference: Deed Book 581, Page 009, dated June 20, 1955, in the Fayette County, Commonwealth of Kentucky Clerk's Office, hereinafter referred to as "Premises."

Address Reference: 1345 Old Frankfort Pike, Lexington, Kentucky 40504

The gas pipelines laid pursuant to the terms of this Agreement are to be located within the limits of a fifty-foot wide (50') permanent, non-exclusive easement ("Right-of-Way"). The gas regulator station constructed pursuant to the terms of this Agreement is to be located within the limits of an approximately 625 square foot permanent, exclusive easement ("Right-of-Way"). The Rights-of-Way are shown on Exhibit A attached hereto and made a part hereof.

The position of the easement is based on the proposed property lines as described in the Memorandum of Understanding between the Lexington Fayette Urban County Government and William Pence, Jr. and Elaine Pence, dated January 8, 2020.

In addition to the Right-of-Way, Grantor grants Grantee a temporary easement twenty-five (25) 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 not change the depth of cover in Right-of-Way; conduct grading operations within the Right-of-Way; 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 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. Grantor and Grantee agree that any damage to the Premises outside of the Right-of-Way that cannot be agreed upon by the Grantor and Grantee shall be submitted to a mutually agreed upon Mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge: (a) no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) neither the Premises, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Right-of-Way for Grantee's intended use; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of the Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Right-of-Way.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives and contractors, Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

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 _____ day of _____, 2020.

GRANTOR:

GRANTEE:

**Linda Gorton, Mayor
LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

**James A. Tipton, Land Services Leader
COLUMBIA GAS OF KENTUCKY, INC.**

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

I, _____, a Notary Public in and for the County and State aforesaid, do certify that LINDA GORTON, MAYOR, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, whose name signed to the writing bearing date this ____ day of _____, 2020, has this day acknowledged and sworn to the same before me in said County.

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

Notary Public: _____
STATE-AT-LARGE
My Commission Expires: _____
Notary ID # _____

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

I, _____, a Notary Public in and for the County and State aforesaid, do certify that JAMES A. TIPTON, LAND SERVICES LEADER, COLUMBIA GAS OF KENTUCKY, INC., whose name signed to the writing bearing date this ____ day of _____, 2020, has this day acknowledged and sworn to the same before me in said County.

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

Notary Public: _____
STATE-AT-LARGE
My Commission Expires: _____
Notary ID # _____

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

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

FILE NAME: Files\Columbia Gas of Kentucky\CKY\JOBS\FAYETTE COUNTY\TOWN BRANCH PHASE @\TOWN BRANCH.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 18:150 FOR A BOUNDARY SURVEY IN KENTUCKY.

JEFFERY K. PENDLETON (PLS 3517) DATE
 PO BOX 581
 MT. STERLING, KY 40353

LEGEND

- RW — ROAD RIGHT OF WAY
- P — PROPOSED PROPERTY LINE
- ⊕ 1/8" X 18" IRON PIN SET W/ID CAP (CKY)
- POINT ON EASEMENT
- COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT

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

LINE TABLE FOR EASEMENTS

LINE	BEARING	DISTANCE
L1	N 83°26'00" W	25.02'
L2	N 06°34'00" E	25.00'
L3	S 83°26'00" E	27.32'
L4	S 11°50'02" W	25.11'
L5	N 83°14'37" W	50.62'
L6	N 07°51'31" E	50.01'
L7	S 83°14'37" E	79.15'
L8	S 11°53'58" W	25.10'
L9	N 07°51'31" E	75.00'
L10	S 82°08'29" E	40.00'
L11	S 07°51'31" W	75.00'
L12	N 82°08'29" W	40.00'

P.O.B.
 N: 203388.59
 E: 1561183.74

LFUCG
 DEED BOOK 581 PAGE 9

P.O.B.
 N: 203310.51
 E: 1561289.68

654.2 SQ FT COLUMBIA GAS OF KENTUCKY,
 INC. EXCLUSIVE EASEMENT

EXISTING 40' WIDE COLUMBIA GAS OF KENTUCKY,
 INC. GAS PIPELINE EASEMENT
 DEED BOOK 3546 PAGE 167

OLD FRANKFORT PIKE
 (ROAD RIGHT OF WAY VARIES)

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



Columbia Gas of Kentucky
 A NiSource Company

COMPANY COLUMBIA GAS OF KENTUCKY, INC.		JOB ORDER 18-0268480-00	
PROJECT EXCLUSIVE AND GAS PIPELINE EASEMENTS ON THE PROPERTY OF: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DEED BOOK 581 PAGE 9		TAX DISTRICT 0674805/LEXINGTON	
		COUNTY FAYETTE	
		STATE KENTUCKY	
DATE 5/20/2020	CONSULTANT THE FISHEL COMPANY	FIELD BK. _____ PG. _____	MAPS 8716212F
SCALE 1" = 30'	TECHNICIAN JP		REVISIONS EXHIBIT "A"