

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 (F.K.A. FAYETTE COUNTY, KENTUCKY), (hereinafter called the Grantor), whose mailing address is 200 East Main Street, Lexington, KY 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 a pipeline 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 pipe 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:

**Deed Reference: Deed Book 1059, Page 360, dated August 29, 1972, 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 described easement. Said easement is "Non-Exclusive", and shown on Exhibit A attached hereto and made a part hereof.*

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 pipeline 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 pipeline 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

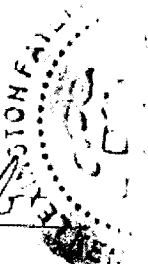
RETURN TO PREPARER

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this 7<sup>th</sup> day of September 2012.

Signed and acknowledged  
in the presence of:

ATTEST

Susan Lamb



By Jim Gray

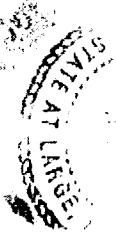
Title Mayor

COMMONWEALTH OF KENTUCKY

COUNTY OF Fayette

TO WIT:

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2012, by  
Name Jim Gray Title Mayor of LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT (F.K.A. FAYETTE COUNTY, KENTUCKY).



Notary Public: Meredith Elaine Nifon

My Commission Expires

November 10, 2012

Commonwealth of Kentucky  
STATE AT LARGE

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 40512-4241



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.

  
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By: DOUG BRADLEY ,dc

201209250146

September 25, 2012                      11:53:36    AM

Fees	\$17.00	Tax	\$0.00
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Total Paid	\$17.00
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4 Pages

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