

## 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



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)  
PO BOX 681  
MT. STERLING, KY 40353

DATE

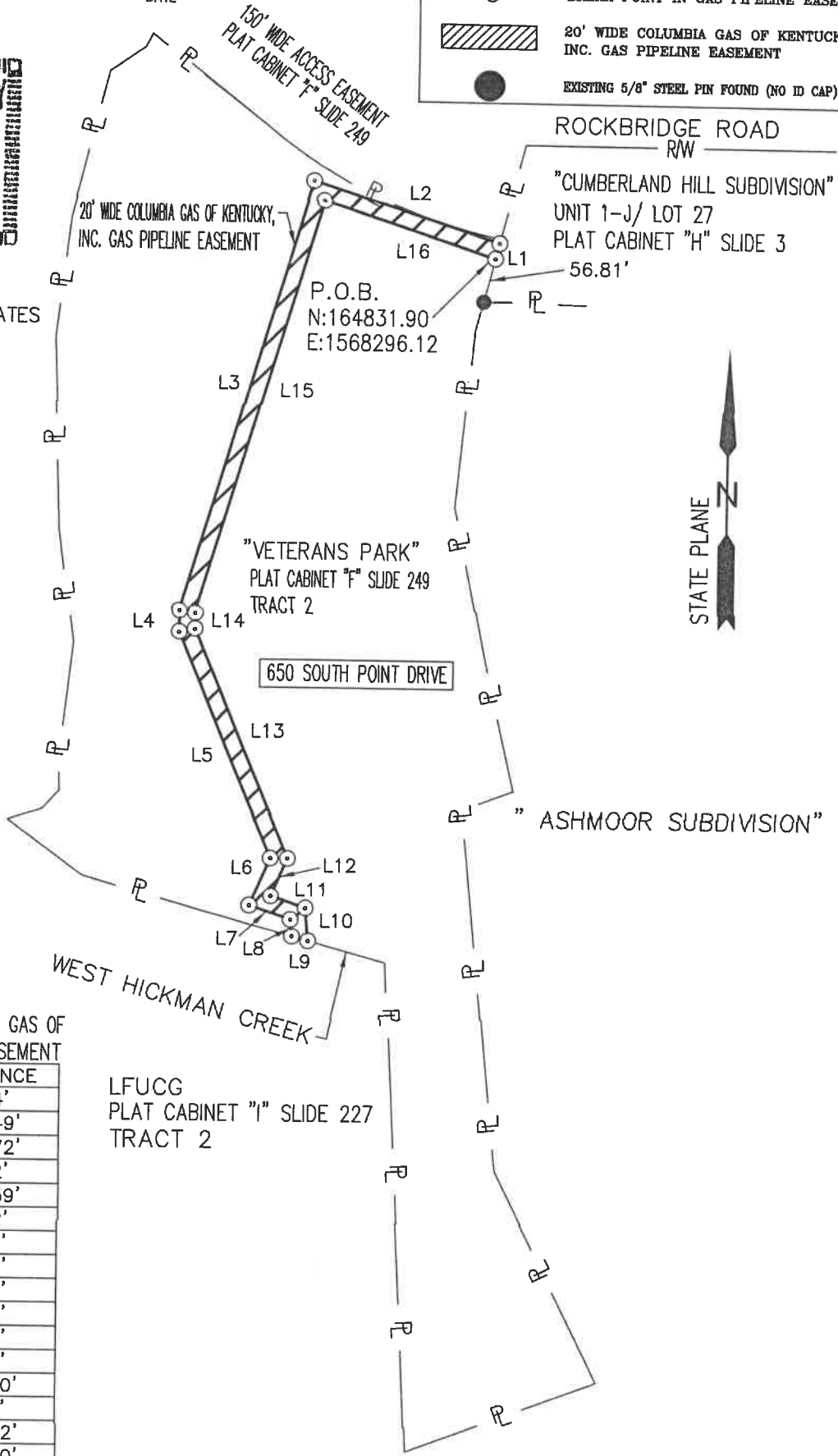
4/21/2017



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

**LEGEND**

- PL — 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)



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	
DATE 4/21/2017		COUNTY FAYETTE	
CONSULTANT THE FISHEL COMPANY		STATE KENTUCKY	
SCALE 1" = 200'	TECHNICIAN JP	FIELD BK. _____ PG. _____	REVISIONS
		MAPS 6716200D	EXHIBIT "A"