

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into on this the _____ day of _____, _____, by and between _____, of _____, _____ County, Kentucky, hereinafter referred to as "First Parties" (whether one or more), and COLUMBIA GAS OF KENTUCKY, INC., a Kentucky corporation having its principal office and place of business at 2001 Mercer Road, Lexington, KY 40512-4241, hereinafter referred to as "Second Party".

WITNESS:

WHEREAS, First Parties are the owners of Lot _____, Block _____, Unit _____ Subdivision, in _____, _____ County, Kentucky, the improvements thereon being known as _____, and which property was conveyed to the first Parties by deed from _____ dated the _____ day of _____, _____ and of record in Deed Book _____, Page _____ in _____ County Recorder's Office; and,

WHEREAS, Second Party has an easement over said property which is described as follows:

WHEREAS, First Parties propose to locate over said property the following facility _____

which will encroach upon Second Party's easement in the following manner: a _____ foot encroachment for a length of _____ feet and _____ inches from the _____ property line as shown on the attached plat which is made part hereof; and

WHEREAS, First Parties understand that Second Party wishes not to release any portion of its easement but have requested Second Party to consent to said encroachment, and the parties have now reached an agreement, which they now desire to reduce to writing.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, it is agreed by and between the parties as follows:

1. Second Party hereby consents to the encroachment upon its easement as described and set forth hereinabove.
2. No alterations or additions are to be made to the aforesaid facility (ies) following completion which would result in an encroachment in addition to any existing encroachment (authorized by this instrument), or which would reduce or increase the ground cover between any buried, underground natural gas pipeline(s) or pipeline appurtenances.
3. No gasoline, coal oil, or other flammable substance shall be stored at any location within the easement or within or adjacent to said facility (ies).
4. First Parties (a) shall make no claim against Second Party for any losses or damages, of whatsoever nature, sustained by them, and (b) shall indemnify and save harmless Second Party from any and all claims for personal or property or other damages made by or on behalf of any person, firms, or corporations, including agents of employees of Second Party, and (c) shall indemnify and save harmless Second Party from any losses or expenses, of whatsoever nature, sustained by Second Party, arising from or growing out of the encroachment upon Second Party's easement, or from the operation or any failure of Second Party's natural gas facility (ies) constituting the encroachment.
5. This agreement and the obligations herein expressed shall be considered as running with the land and shall extend to, bind and insure to the benefit of the parties hereto and their respective heirs, assigns, or successors in interest.
6. First Party (ies) hereby consent to removal of the encroachment described herein at any later date if said encroachment is deemed by Second Party to create a hazard or interference with the safe operation of Second party's facilities or interferes with the normal maintenance of those facilities.
7. First Party (ies) hereby agree to allow full unrestricted access to the easement/right of way encroached upon and shall place gates or other suitable entrances where applicable, along with reasonable access to the easement/right of way as may be requested by Second Party at any time.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in this day and the year first above written.

FISRT PARTY

FIRST PARTY

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, _____ by _____.

NOTARY PUBLIC, _____

My commission expires: _____

SECOND PARTY:

COLUMBIA GAS OF KENTUCKY, INC.

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF KENTUCKY

COUNTY OF FAYETTE

The forgoing instrument was acknowledged before me this _____ day of _____, _____ by _____, in his / her capacity as _____ of Columbia Gas of Kentucky, Inc., a Kentucky corporation, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument prepared by:

Property was conveyed to the first Parties by deeds from:

- Paul E. & Joyce H. Fugazzi dated the 16th of April, 2003 and of record in Deed Book 2355, page 140. (Lot 12, 642 E Loudon Ave)
- Kimberly Ann Bennett dated the 10th of April, 2001 and of record in Deed Book 2197, page 543. (Lot 11, 644 E Loudon Ave)
- Patricia A. Jones dated the 15th of December, 2000 and of record in Deed Book 2182, page 521 (Lot 10, 646 E Loudon Ave)
- James R. Webb and Martha J. Robinson dated the 31st of January, 2001 and of record in Deed Book 2187, page 424 (Lot 9, 648 E Loudon Ave)
- Jack Ryan and Rita A. King dated the 27th of October, 2003 and of record in Deed Book 2412, page 477 (Lot 8, 650 E Loudon Ave)