

### 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, (hereinafter called the Grantor), whose mailing address is 200 East Main Street, Lexington, Kentucky 40508, 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 pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain, repair, replace, or change the size of its pipes 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:

**Address Reference: 469 Parkway Drive, Lexington, KY 40504**

**Deed Reference: Deed Book 2103, Page 675, dated December 31, 1999, 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 50' (Fifty foot), Non-Exclusive easement. Said easement is shown on **Exhibit "A"**, attached hereto and made a part hereof.*

The in-care of tax mailing address for the current tax year is c/o Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, KY 40508.

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, provided that, except in emergency situations requiring immediate access or work by the Company, Company shall use commercially reasonable efforts to advise and coordinate any excavation or construction activities with the Grantor.

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 pipelines 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 pipelines on, over, under and across said premises, except to the extent caused solely 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.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_,

**GRANTOR:** *Lexington-Fayette Urban County Government*

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY

)  
) TO WIT:  
)

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, of Lexington-Fayette Urban County Government, for and on behalf of said entity.

Notary Public: \_\_\_\_\_

My Commission Expires:

Commonwealth of Kentucky  
STATE AT LARGE

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

\_\_\_\_\_  
James A. Tipton  
Columbia Gas of Kentucky, Inc.  
2001 Mercer Road  
Lexington, KY 40512-4241

FILE NAME: First Columbia Gas of Kentucky\KENT CO\JESS FAYETTE COUNTY\PICADOME GOLF COURSE\PICADOME EASEMENT\PICADOME.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 ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A LICENSED SURVEYOR IN THE STATE OF KENTUCKY AND I HAVE REVIEWED THE DRAWING FOR CONFORMANCE WITH THE KENTUCKY STANDARDS OF 201 KAR 18:150 FOR A BOUNDARY SURVEY IN KENTUCKY.

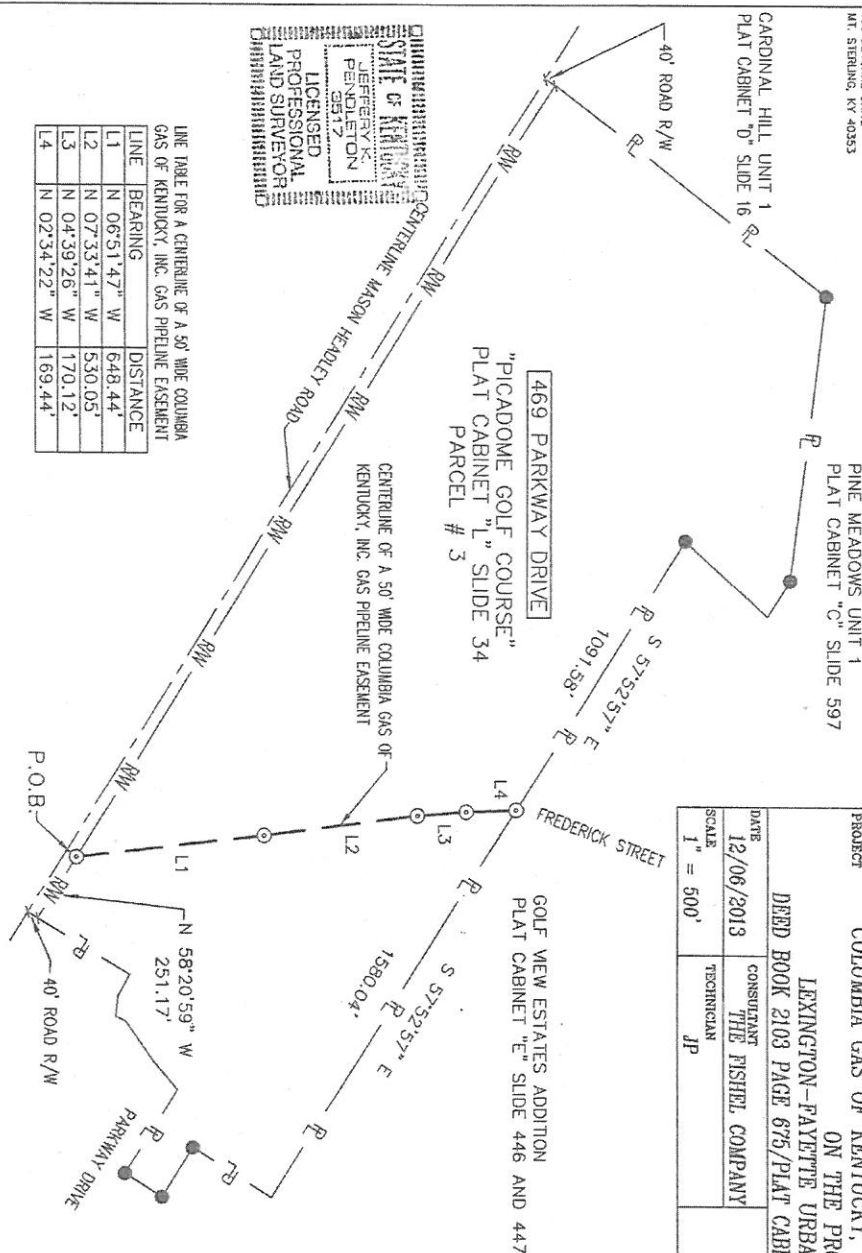
JEFFERY K. PENDLETON (PLS 3517)  
100 DEVONSHIRE DRIVE  
MT. STERLING, KY 40353

DATE  
12/06/2013



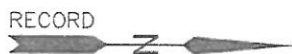
Columbia Gas of Kentucky  
A MSource Company

COMPANY	COLUMBIA GAS OF KENTUCKY, INC.			JOB ORDER	13-0264849-00
PROJECT	COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT ON THE PROPERTY OF: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DEED BOOK 2103 PAGE 675/PLAT CABINET "L" SLIDE 34/PARCEL # 3			TAX DISTRICT	LEXINGTON
DATE	12/06/2013	CONSULTANT	THE FISHEL COMPANY	COUNTY	FAYETTE
SCALE	1" = 500'	TECHNICIAN	JP	STATE	KENTUCKY
				REVISIONS	EXHIBIT "A"
				MAPS	6716212M



LINE TABLE FOR A CENTERLINE OF A 50' WIDE COLUMBIA GAS OF KENTUCKY, INC. GAS PIPELINE EASEMENT

LINE	BEARING	DISTANCE
L1	N 06°51'47" W	648.44'
L2	N 07°33'41" W	530.05'
L3	N 04°39'26" W	170.12'
L4	N 02°34'22" W	169.44'



BASIS OF BEARINGS:  
PER GRANTOR'S DEED  
DEED BOOK 2103 PAGE 675  
PLAT CABINET "L" SLIDE 34

# LEGEND

- POINT ON EASEMENT
- EXHIBIT OWNER (EXISTING BORN PER FILE)
- RW — ROAD RIGHT OF WAY
- P — PROPERTY LINE
- — CENTERLINE OF A 50' WIDE COLUMBIA GAS OF KY, INC. GAS PIPELINE EASEMENT