

PVA Parcel ID No.: 15619200

Land Record No. 50232

Address: 2349 Richmond Road, Lexington, Kentucky

Subject: LFUCG Idle Hour Culvert Access

**COLUMBIA GAS OF KENTUCKY, INC.**  
**LETTER OF NO OBJECTION**

COLUMBIA GAS OF KENTUCKY, INC. ("Columbia") agrees to permit LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT with an address of 200 East Main Street, Lexington, Kentucky 40507 ("Grantee"), to construct and maintain a culvert access as shown on the attached Exhibit "A" ("Permitted Encumbrance") within a certain twenty (20') foot right of way and easement in favor of Columbia dated May 6, 2011 and filed of record in Deed Book 3007, Page 445, records Fayette County Kentucky Clerk's Office, Lexington, Kentucky and attached as Exhibit "B" ("Easement") subject to the terms and conditions set forth in this Letter of No Objection ("Letter").

**1. General.**

No additional encumbrances of any kind will be permitted within the Easement other than the Permitted Encumbrance and no alterations or additions are to be made to the Permitted Encumbrance which would result in the alteration or expansion of the Permitted Encumbrance or which would reduce or increase the ground cover between any buried, underground natural gas pipeline(s) or pipeline appurtenances.

Grantee hereby consents to the removal of the Permitted Encumbrance, at the Grantee's sole cost and expense, at any later date if the Permitted Encumbrance is deemed by Columbia to create a hazard, to interfere with the operation of Columbia's pipeline and appurtenant facilities, or to interfere with the normal maintenance of Columbia's pipeline and appurtenant facilities. Grantee hereby agrees to allow full unrestricted access to the Easement along with reasonable access to the Easement at any time. In the event it is required for Columbia to access Columbia's pipeline and appurtenant facilities for repairs or maintenance, in no event shall Columbia be responsible for any damage to or restoration of the Permitted Encumbrance, or costs associated therewith.

The Grantee shall pay for any measures required by Columbia to protect its pipeline and appurtenant facilities. Such protective measures shall be designed and/or approved by Columbia personnel.

**2. Construction.**

Grantee shall consult Columbia when any work is to be performed on the Permitted Encumbrance at the starting phase of their project and receive acknowledgement of their construction plans

before obtaining zoning permits and committing to construction schedules. No construction or excavation activities of any kind, including blasting, shall be done except as set forth on Exhibit "A." Columbia personnel must be notified as provided below and are permitted to be present during any construction or excavation activities.

**3. Notification.**

Columbia must be notified according to Kentucky call before you dig law before construction or excavation begins on the Permitted Encumbrance. This notification shall be made through the appropriate state one-call notification service, but follow up contact should be made with the local Columbia office with Field Operations Leader, Dodd Sorrell at (859) 288-6335.

**4. Heavy Equipment Crossings.**

To adequately protect Columbia pipelines and appurtenant facilities from potential damage by heavy equipment crossing or traversing in the Easement, Columbia may require heavy equipment operators to install mats, dirt pads, or other approved protective materials. All proposed road crossings of buried pipelines appurtenant facilities and traversing of heavy equipment in the Easement and must be evaluated and approved by Columbia Engineering Department. Any additional over-burden must be removed after construction unless otherwise directed by Columbia personnel.

**5. Blasting.**

Any blasting proposed within three hundred (300) feet of the Easement must be submitted to Columbia in advance along with a blasting plan outlining such proposed activity. No blasting may begin unless and until Columbia provides written consent to the same. Any modifications to the blasting plan must also be submitted to Columbia for review and should not be implemented unless and until Columbia provides written approval of the same. The blasting contractor may be required to monitor and record seismic shock at the Easement.

**6. Right-of-Ways.**

Grantee shall fully comply with the minimum standards set forth in Columbia's "Guidelines for Avoidance of Encroachment on Company's Rights-of-Way" a copy of which is attached hereto and incorporated herein by reference as Exhibit C. A review of individual plans and property rights may reveal more specific requirements and may be imposed at Columbia's discretion.

*Note: These guidelines supersede any and all prior guidelines pertaining to activities and placements on or near the Easement. Existence of, or the ramifications from, the implementation of prior guidelines will not dictate, direct or provide for exemption of any of the above guidelines.*

**7. No Assignment.**

**THIS NO OBJECTION LETTER INURES ONLY TO THE BENEFIT OF THE ABOVE-NAMED GRANTEE AND NOT TO ANY SUCCESSORS, ASSIGNS, AGENTS,**

**AFFILLIATE, ETC. THEREOF. THIS AGREEMENT IS NOT RECORDABLE IN ANY MANNER WITH ANY PUBLIC BODY, NOR IS IT ASSIGNABLE, EITHER IN PART OR IN WHOLE, TO ANY THIRD PARTY. ANY ATTEMPT TO EITHER RECORD OR ASSIGN IMMEDIATELY RENDERS THE SAME NULL AND VOID WITHOUT REQUIREMENT OF NOTICE BY COLUMBIA GAS AND WITHOUT ANY CLAIM FOR OFFSET, DETRIMENTAL RELIANCE, DAMAGES OR ANY OTHER ACTION FOUND AT LAW OR IN EQUITY, WHETHER BY GRANTEE OR ANYONE OR ENTITY CLAIMING THROUGH EITHER OR BOTH.**

**8. Indemnity.**

In consideration of the foregoing Letter provided by Columbia, Grantee agrees to indemnify, defend, and hold harmless Columbia and its parent, subsidiary and affiliate corporations, and the agents and employees of all of them, and each of them, successors and assigns from and against any and all losses (including, but not limited to, consequential damages) and liability for claims, demands, suits, or causes of action in law or in equity from damages and injury of every kind and nature, whether to persons or property, arising out of or in any manner related to the Permitted Encumbrance or the acts of Grantee or its agents pursuant to this Letter in or around the Easement.

If the foregoing agreement is found to be acceptable, please indicate your approval and acceptance by signing the agreement. Please return one fully countersigned agreement to the Columbia Gas Contact indicated below. This agreement may be executed in counterparts, each of which will be as valid as the other and both of which will constitute one and the same agreement. Copies of this agreement will be as valid for all purposes as the original version.

**9. Contact Information**

James A. Tipton, Leader Land Services, Columbia Gas of Kentucky, 2001 Mercer Road, Lexington, Kentucky 40353, phone: (859) 288-0228 office;

**10. Other Conditions**

All Columbia Gas valves, regulator station(s) and pipeline(s) and other equipment in proximity to the project shall be made immediately accessible for repair, replacement and maintenance on a 24 hour/7 days a week basis by Columbia Gas personnel. This access shall be maintained before, during and after the completion of the project. If any locks or securing devices are placed upon the proposed gate, said devices shall be double locked with a Columbia Gas lock, Columbia Gas shall be provided with an access code, or Columbia Gas shall be provided any other method requested to guarantee 24 hour/7 days a week access through the gate without the necessity of contacting the Grantee.

Seen and Agreed to this the 24<sup>th</sup> day of November, 2020.

COMPANY:

COLUMBIA GAS OF KENTUCKY, INC.

By: James A. Tipton

Title Leadership Land Services

STATE OF Kentucky

COUNTY OF Montgomery

The foregoing instrument acknowledged before me this 24<sup>th</sup> day of November, 2020, by James A. Tipton in his/her capacity as Leadership Land Services of COLUMBIA GAS OF KENTUCKY, INC., a Kentucky corporation, for an on behalf of said company.

J. Christopher B... W  
NOTARY PUBLIC, STATE AT LARGE  
My commission expires: 5-16-2022

**SIGNATURES TO CONTINUE ON FOLLOWING PAGE**

GRANTEE:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Title Mayor

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me this 31 day of December, 2020, by Linda Gorton in his/her capacity as Mayor and representative of the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT.

Alan 6091044  
NOTARY PUBLIC, STATE AT LARGE  
My commission expires: 9-18-2022

**EXHIBIT A**

("Permitted Encumbrance")



**EXHIBIT B**

**("Easement")**



RIGHT OF WAY

**FOR AND IN CONSIDERATION** of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON KENTUCKY, INC., a Kentucky non-profit corporation, with a current and tax-year mailing address of 5001 Harrodsburg Road P.O. Box 23338 Lexington, Kentucky 40523 (hereinafter called the Grantor), 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, a right-of-way for the purposes of laying, constructing, operating, inspecting, maintaining, repairing, replacing and removing a pipeline 4 inches in diameter together with service connections, valves and other necessary appurtenances for the transportation of gas, within a twenty foot (20') wide parcel of land, the centerline of which is shown on Exhibit "A" and as hereinafter described, situated in FAYETTE County, Commonwealth of Kentucky, and more particularly described as follows:

Located at 2349 Richmond Road Lexington, Kentucky and being a part of the same property conveyed to Southland Christian Church Of Lexington Kentucky, Inc. by deed from Saul Holdings Limited Partnership dated September 27, 2010 and recorded in Deed Book 2970 Page 462 and Plat Slide M-997 Fayette County Clerk's Office.

(See Exhibit "A")

With the right of ingress and egress to and from the same so long as the pipeline and appurtenances shall be maintained: provided, however, the Grantor may fully use and enjoy the said premises to the fullest possible extent, except for the purposes hereinbefore granted to the said Company and will not unreasonably impair the ability of the Company to operate, inspect, maintain, repair, replace or remove any such pipe.

All pipe shall be buried to a depth so as not to interfere with the present or planned use of the land, including a paved bicycle path.

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 except there shall be a minimum of 2.5 feet of fill placed over the existing stormwater pipes, which will include provisions for a retaining wall if necessary to protect the interests of Grantor or the Lexington Fayette Urban County Government.

1. All compacted material shall be placed in uniform layers not exceeding eight inches in loose thickness prior to compaction. Each layer shall be uniformly compacted to a dry density at least 95% of the maximum dry density as determined by a laboratory compaction test at the optimum moisture content (ASTM Test Designation D1557). Compaction shall be obtained by compaction equipment appropriate for the conditions.
2. No frozen material shall be placed nor shall any material be placed on frozen ground.
3. All fill and backfill shall be compacted fill placed to within 4 inches of the bottom of the topsoil.
4. Construction of the pipe and placement of backfill shall be done in a manner so as not to collect surface or groundwater which might affect the stability of the slope or impair the use of the pavement.
5. Construction of the pipe shall be in conformity with all applicable governmental regulations.

The Company shall maintain during the term hereof sufficient comprehensive or commercial general liability insurance (bodily and property damage) to cover any liability relating to the pipeline or its use.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, crops or fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators