

Job# _____

RIGHT-OF-WAY

THIS RIGHT-OF-WAY AGREEMENT (“Agreement”) is made by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“Grantor”, whether singular or plural), 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 \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the exclusive right to:

1. construct, operate, maintain, replace, repair, alter the size, upgrade, remove or abandon in place, pipelines and appurtenant equipment, together with valves, service connections and lateral connections for transporting gas with associated products, or other substances that can be transported through pipelines, 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 {(a) and (b) together shall collectively be known as “Encroachments”} .

On, under, across and through Grantor's property situated in Lexington, Fayette County, Kentucky.

Deed References: Deed Book 581, Page 9, dated May 10, 1955, of record in the Fayette County Clerk's office, State of Kentucky, hereinafter referred to as "Premises."

Property Address: 1313 Old Frankfort Pike, Kentucky 40504.

The gas pipeline laid pursuant to the terms of this Agreement is to be located within the limits of a forty (40) 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 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 not change the depth of cover in Right-of-Way; conduct grading operations within the Right-of-Way; permit the dumping of refuse or waste in the Right-of-Way; nor operate heavy machinery or equipment in the Right-of-Way except as may be consented to in writing by Grantee.

Grantee shall replace and restore any area on the Premises disturbed by Grantee's laying, construction, operation, replacement, and maintenance of said pipelines to as near as practical to the Premises' original condition, except as provided herein. Grantor and Grantee agree that any damage to the Premises outside of the Right-of-Way that cannot be agreed upon by the Grantor and Grantee shall be submitted to a mutually agreed upon Mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge: (a) no pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) neither the Premises, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Right-of-Way for Grantee's intended use; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of the Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Right-of-Way.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives and contractors, Grantee shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Premises.

The rights, privileges and terms hereby shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, Grantor has executed this Agreement, this _____ day of _____, 2017.

GRANTOR(S): _____ (name)

(title)
Lexington-Fayette Urban County Government

STATE OF KENTUCKY)
) TO WIT:
COUNTY OF FAYETTE)

I, _____, a Notary Public in and for the County and State aforesaid, do certify that _____, a representative of the Lexington-Fayette Urban County Government, whose name signed to the writing bearing date this ____ day of _____, 2017, has this day acknowledged the same before me in said County.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

James A. Tipton
Columbia Gas of Kentucky, Inc.
2001 Mercer Road
Lexington, Ky. 40512-42414