

TEMPORARY CONSTRUCTION & ACCESS EASEMENT

FOR AND IN CONSIDERATION OF One Thousand Dollars (\$1,000.00) receipt of which is hereby acknowledged, **FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION**, an agency, instrumentality and constituted authority of the Board of Education of Fayette County, Kentucky, with a mailing address of 450 Park Place, Lexington, Kentucky 40511, (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF KENTUCKY, INC.**, with principal offices at 2001 Mercer Road, Lexington, Kentucky 40511 (hereinafter called the Company), its successors and assigns, the right to utilize property at 2010 Leestown Road, Lexington, Kentucky, for the purpose of a temporary construction and access easement to replace, install and retrofit natural gas pipelines and any other ancillary facilities located on the premises or adjoining property. Said temporary easement, which is depicted on the attached Exhibit "A", will be located on property more particularly described in:

Deed Book 1619, Page 720, in the Fayette County Clerk's Office, Lexington, Kentucky.

This temporary easement will expire with construction completion but in no event not later than two weeks from the date at which the Company commences using the temporary easement.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy said premises, except for the purpose hereinbefore granted to the Company. The aforementioned consideration represents the cost of the temporary easement, and any and all damages to the Grantor.

The Company shall replace and restore the area disturbed by the use of said temporary construction easement to as near as practical to its original condition.

The Grantor and Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, shrubbery, drain tiles, trees, 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 Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

The Company and its successors and assigns, to the extent permitted by law, shall indemnify, defend and hold harmless Grantor and its agents, employees and/or

CKY Temporary Easement Exhibit

This exhibit is not to scale and considered to be used for scope depiction only.

Legend

- Gas Main-Existing
- Gas Main-Proposed
- Gas Main-Retire
- ROW Limits
- State Proposed Storm Sew
- Temporary Easement

