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

representatives from and against all claims, damages, losses, suits and actions arising or resulting from the use of said easement, unless caused by the negligence of Grantor, its agents, employees and/or representatives. Nothing contained herein is intended to be, nor shall be, a waiver of any defense the Grantor, or its successors and assigns, may have as to any third party.

Any and all work or construction activities performed by Company under this easement will be conducted with adequate barricades so as to protect school children from the construction area and so as not to present any hazard affecting the safe operation of the school located near the easement, and said work or construction activities will be carried out in a manner so as not to interrupt or interfere with any school operations.

The parties agree that all monetary consideration payable hereunder shall be paid solely to the Board of Education of Fayette County, Kentucky.

FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION

