

WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM

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ITEM #: 11B DATE: December 11, 2023

TOPIC/TITLE: Gas Easement Revision

PRESENTER: Shane Smtih

ORIGIN:

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY

- STATE OR FEDERAL LAW OR REGULATION
- BOARD OF EDUCATION POLICY
- OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION

- DATE:
- ACTION:

BACKGROUND INFORMATION:

Revision to the gas line easement for the high school project. A reversion clause has been added by the Board attorney's. A waiver of appraisal has also been added by the attorney.

SUMMARY OF MAJOR ELEMENTS:

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION:  Recommended  Not Recommended

*Darryl Adley*

## **RIGHT-OF-WAY**

**THIS RIGHT-OF-WAY AGREEMENT** (“Agreement”) is made by and between the WOODFORD COUNTY SCHOOL DISTRICT FINANCE CORPORATION, with mailing address of 330 Pisgah Pike, Versailles, KY 40383 (“Grantor”), and COLUMBIA GAS OF KENTUCKY, INC., a Kentucky corporation, with principal offices at 2001 Mercer Road, Lexington, KY 40511 (“Company”).

**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 Company the right to:

Construct, operate, maintain, replace, repair, alter the size of, 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, metering, measurement, and regulation facilities and cathodic protection;

1. Perform pre-construction work;
2. 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 Grantors’ 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 Woodford County, Kentucky, and more particularly known as:

**Deed References:** Deed Book 268, Page 433, dated June 29, 2012, in the Woodford County, Kentucky, Clerk's Office, hereinafter referred to as "Premises."

*The gas pipeline laid pursuant to the terms of this Agreement is to be located within the limits of a twenty (20) 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 Company a temporary easement twenty-five (25) feet on either side of and adjoining the permanent Right-of-Way, for the purpose of constructing, relocating, maintaining, laying additional, adding connections to, replacing, or changing 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 Company 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 Company. 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 Company.

Company shall replace and restore any area on the Premises disturbed by Company'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 Company agree that any damage to the Premises outside of the Right-of-Way that cannot be agreed upon by the Grantor and Company 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.

Company acknowledges and agrees that if the need for the gas pipeline no longer exists, or should the pipeline be abandoned for any reason, the Right-of-Way shall revert back to the exclusive unrestricted control of the Grantor.

Grantor represents and warrants to Company 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 Company'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 Company, 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.

Company agrees to indemnify and hold harmless Grantor for any claims for damage or loss related to or arising out of the operation of the line located within the above-described easement,

except to the extent that such claims arise directly from the actions or omissions of the Grantor or his representatives, agents, heirs, successors or assigns. Grantor and Company agree that, except to the extent caused by the acts or omissions of Company or its representatives and contractors, Company 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 Company and their respective representatives, heirs, successors and assigns.

[Signature Page Follows]

**IN WITNESS WHEREOF, intending to be legally bound hereby, Grantor has executed this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**GRANTOR: WOODFORD COUNTY SCHOOL DISTRICT FINANCE CORPORATION**

