

**PREPARED BY: Atmos Energy Corporation
3275 Highland Pointe Drive
Owensboro, KY 42303**

RIGHT-OF-WAY AND EASEMENT

STATE OF KENTUCKY

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HOPKINS

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THAT, Hopkins County Board of Education, whose legal address is 320 S Seminary St. Madisonville, KY 42431, hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by Atmos Energy Corporation, a Texas and Virginia corporation, whose address is 3275 Highland Pointe Drive Owensboro, KY 42303, hereinafter called Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement in, across, under, over and through the following described property in Hopkins County, State of Kentucky (hereinafter the "Property"), and described as follows, to wit:

**Being the same property conveyed to Hopkins County Board of Education by deed of record in Deed Book 539 Page 226 in the Hopkins County Clerk, State of Kentucky.
Furthermore, being the same property attached hereto depicted as "Exhibit A"**

Transmission Pipeline Easement

Fifty (50') wide free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline or pipelines, and all other facilities, equipment and other appurtenances thereto, including the replacement of such pipelines with other lines as well as the right to install additional pipelines in the future as may be necessary or convenient for Grantee, all within the Property, necessary or convenient to Grantee in the use of said pipeline(s) (collectively, unless the context indicates otherwise, the "Pipeline"), as depicted on the plat attached hereto as **Exhibit A** and made a part hereof.

along with the additional right to use twenty-five (25') feet of Grantor's adjacent land and additional land as reasonably necessary at road and creek crossings for construction purposes. This additional right will terminate upon completion of the initial construction.

This grant shall carry with it the rights of ingress and egress to and from said Property and/or Facilities Property, including the right to temporarily utilize adjoining property of Grantor during construction, repair and maintenance of the Pipeline and/or Facilities with the right to use existing roads for the purpose of constructing, operating, inspecting, repairing, and maintaining the Pipeline and/or Facilities, and the right of removal or replacement of the same with either like or different size or type pipe, facilities or equipment, whether larger or smaller, or other construction at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with any other rights necessary to operate and maintain the Pipeline and/or Facilities over and across the above described property unto the said Grantee, its successors and assigns.

With the exception of the easement area comprising the Facilities Property, if applicable, Grantor shall have the right to fully use and enjoy the surface of the easement area except for the purposes herein granted provided that such use and enjoyment shall not, in the sole judgment of Grantee, hinder, conflict or interfere with the exercise of the Grantee's rights hereunder. No permanent building, house, well, reservoir, structure or obstruction shall be constructed upon, under or across the easements or rights-of-way herein granted without the Grantee's written consent. Further, Grantor shall not fence the easement area or change the grade of the easement area or excavate within the easement area without the written permission of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the easement or impound water over the easement without prior approval of Grantee. Grantee shall have the right to install at its expense, permanent gates in any existing fence to permit ingress and egress along the easement or right-of-way herein granted. Grantee agrees to pay for damages to growing crops and other property of Grantor, or any tenant or lessee of Grantor, as their respective interests may appear, arising out of the construction, operation, repair, inspection, maintenance or replacement of the Pipeline and/or Facilities maintained hereunder unless caused by the negligence of Grantor or of Grantor's agents, employees, representatives or assigns. Grantee agrees to hold Grantor harmless from all damages, injuries or claims by third parties resulting from the construction, operation or maintenance of any pipeline(s), facilities and/or appurtenances thereto constructed by Grantee under this easement.

The Grantee shall bury the Pipeline, if applicable, to a depth not less than that required by applicable law or regulation. All construction, maintenance and repairs which shall be made to the Pipeline and/or Facilities shall be done at times suitable to Grantee and, if possible, at such times as will least interfere with the agricultural use of the Property. Grantee shall have the full right, at its sole option, to clear, and keep clear, the right-of-way and easement herein granted, and all timber, trees, undergrowth and other obstructions which might interfere with the construction, operation, inspection, repairing or maintenance of the Pipeline and/or Facilities, or endanger same. Grantee shall have the right to select the exact location of said Pipeline(s) and any future Pipeline(s) within said easement, and to do whatever may be requisite for the use and enjoyment of the rights herein granted. Grantee agrees to restore the Property and/or Facilities Property to as close to the original condition as is reasonable.

Grantor represents that Grantor is the owner in fee simple of the land above described, free and clear of any unstated liens, encumbrances or imperfections, and warrants the title to the Property and/or Facilities Property, subject to outstanding mortgages, if any, now on record in said County/Parish.

Grantor shall retain all oil, gas and other mineral rights in, on and under the right of way and easement granted herein.

This right-of-way and easement shall run with the Property and/or Facilities Property and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the Property and/or Facilities Property.

Grantee shall have the right to assign this easement in whole or in part of one or more assignees.

Provided, however, that upon Grantee, or Grantee's successors and/or assigns, terminating, cancelling, abandoning, or otherwise ceasing use of the subject property for the uses specified herein, the exclusive and unrestricted use control of the subject property shall revert to Grantor, its successors and/or assigns.

This contract is binding upon any subsequent owner or owners of said land, and it is hereby expressly understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF this ____ day of _____, A.D., 20____.

GRANTOR:

Name

Title

Signature

ACKNOWLEDGMENT BY CORPORATION OR OTHER BUSINESS ENTITY

STATE OF KENTUCKY §
COUNTY OF HOPKINS §

The foregoing instrument was acknowledged before me this ____ day of _____, A.D.,
20____, by _____, known to me to be the
_____ of Hopkins County Board of Education.

WITNESS MY HAND AND OFFICIAL SEAL.

(Type, print or stamp name)

NOTARY PUBLIC

My Commission Expires:

Notary Identification No.: _____

PREPARATION STATEMENT

Prepared by:

Silas Bohlen
3275 Highland Pointe Drive
Owensboro, KY 42303

PREPARED BY: Atmos Energy Corporation
3275 Highland Pointe Drive
Owensboro, KY 42303

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STATE OF KENTUCKY

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**Being the same property conveyed to Hopkins County Board of Education by deed of record in Deed Book 656 Page 092 in the Hopkins County Clerk, State of Kentucky.
Furthermore, being the same property attached hereto depicted as "Exhibit A"**

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Fifty (50') wide free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline or pipelines, and all other facilities, equipment and other appurtenances thereto, including the replacement of such pipelines with other lines as well as the right to install additional pipelines in the future as may be necessary or convenient for Grantee, all within the Property, necessary or convenient to Grantee in the use of said pipeline(s) (collectively, unless the context indicates otherwise, the "Pipeline"), as depicted on the plat attached hereto as **Exhibit A** and made a part hereof.

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This contract is binding upon any subsequent owner or owners of said land, and it is hereby expressly understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF this ____ day of _____, A.D., 20____.

GRANTOR:

Name

Title

Signature

ACKNOWLEDGMENT BY CORPORATION OR OTHER BUSINESS ENTITY

STATE OF KENTUCKY

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COUNTY OF HOPKINS

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The foregoing instrument was acknowledged before me this ____ day of _____, A.D.,
20____, by _____, known to me to be the
_____ of Hopkins County Board of Education.

WITNESS MY HAND AND OFFICIAL SEAL.

(Type, print or stamp name)

NOTARY PUBLIC

My Commission Expires:

Notary Identification No.: _____

PREPARATION STATEMENT

Prepared by:

Silas Bohlen
3275 Highland Pointe Drive
Owensboro, KY 42303

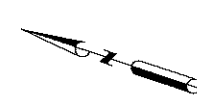
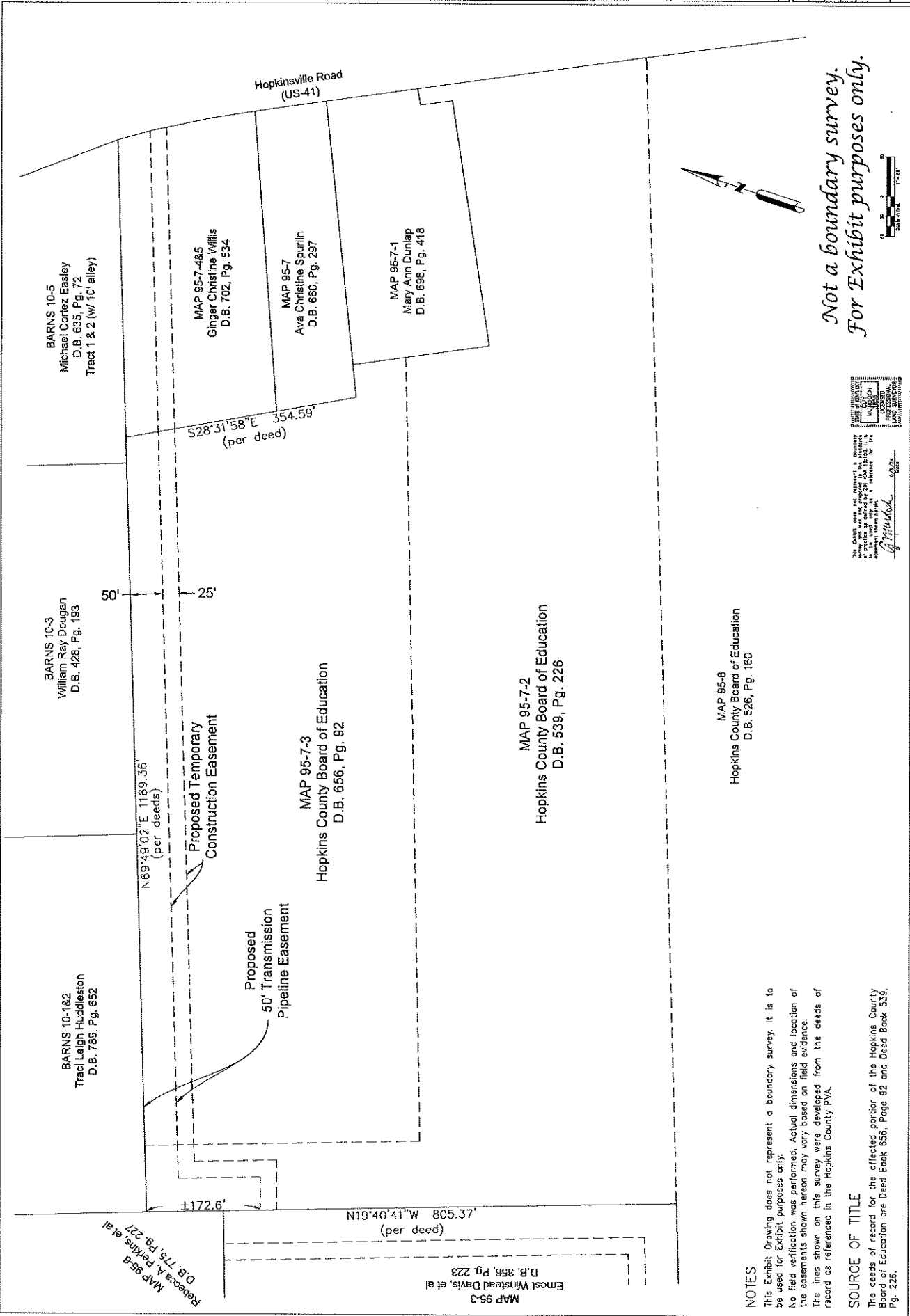


Engineering
Surveying
1830 Corporate Drive
Lawrenceville, GA 30046
Tel: 770.962.1000
Fax: 770.962.1001
www.koehn.com

Exhibit of Proposed Easements
6605 & 6625 Hopkinsville Road
Hopkinsville, Kentucky
CLIENT: AMOS Energy Corporation
3275 Highland Pointe Drive
Owensboro, KY 42303

NO.	DATE	DESCRIPTION	BY
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Project No. 24609.008
Title No. 021
Scale 1" = 60'
Date September 9, 2024
Per. No. 9254
Sheet 1 of 1



*Not a boundary survey.
For Exhibit purposes only.*



Professional Seal
Surveyor
9/24/24

NOTES
This Exhibit Drawing does not represent a boundary survey. It is to be used for Exhibit purposes only. No field verification was performed. Actual dimensions and location of the easements shown hereon may vary based on field evidence. The lines shown on this survey were developed from the deeds of record as referenced in the Hopkins County PVA.

SOURCE OF TITLE
The deeds of record for the affected portion of the Hopkins County Board of Education are Deed Book 656, Page 92 and Deed Book 539, Pg. 228.

MAP 95-3
Ernest Winsted Davis, et al
D.B. 356, Pg. 223

MAP 95-6
Rebecca A. Perkins, et al
D.B. 773, Pg. 227

MAP 95-7-2
Hopkins County Board of Education
D.B. 539, Pg. 226

MAP 95-7-3
Hopkins County Board of Education
D.B. 656, Pg. 92

MAP 95-8
Hopkins County Board of Education
D.B. 526, Pg. 160