

A NiSource Company

P.O. Box 14241 2001 Mercer Road Lexington, KY 40512-4241

June 23, 2005

Ms. Beth A. O'Donnell Executive Director Kentucky Public Service Commission P. O. Box 615 Frankfort, KY 40602

PUBLIC SERVICE

RE: PSC Case No. 2005-00239

Dear Ms. O'Donnell:

Enclosed for filing with the Commission are the original and ten copies of Columbia Gas of Kentucky's Application for a Certificate of Convenience and Necessity. The filing includes an original and three copies of the maps and permits due to its cumbersome nature.

Please call me at (859) 288-0242 should you have any questions about this matter.

Sincerely,

Judy Cooper

Director, Regulatory Policy

# RECEIVED

#### COMMONWEALTH OF KENTUCKY

#### BEFORE THE PUBLIC SERVICE COMMISSION

JUN 9 3 2805
PUBLIC SERVICE
COMMISSION

In the Matter of the Application of Columbia	)	
Gas of Kentucky, Inc. for an Order Issuing a	)	
Certificate of Public Convenience and Necessity	)	Case No. 2005- <u>00239</u>
to Construct a Natural Gas Pipeline Near	)	
Georgetown, Kentucky	)	

#### APPLICATION OF COLUMBIA GAS OF KENTUCKY, INC.

The petition of Columbia Gas of Kentucky, Inc. ("Columbia") respectfully states:

- (A) That applicant is engaged in the business of furnishing natural gas services to the public in certain counties in the Commonwealth of Kentucky, pursuant to authority granted by the Commission.
  - (B) That Columbia's full name and post office address is:

Columbia Gas of Kentucky, Inc. 2001 Mercer Road P.O. Box 14241 Lexington, KY 40512-4241

- (C) That Columbia's Articles of Incorporation previously have been filed with the Commission in Case No. 2000-129 and are incorporated herein by reference.
- (D) That the proposed construction is or will be required by the public convenience and necessity for the following reasons.

On July 17, 2001, the Kentucky Public Service Commission issued its Order in Administrative Case No. 384, wherein it initiated a Management Audit of the state's five major natural gas utilities. The management audit was focused on natural gas planning and procurement strate-

gies. The Commission retained Liberty Consulting Group ("Liberty") to perform the audit. On November 15, 2002, Liberty issued its Final Report, with specific recommendations for each natural gas utility. With regard to Columbia, Liberty Recommendation No. A.1.2 stated, "Columbia should augment its peak day forecast to incorporate potential cost tradeoffs regarding the selection of peak day criteria."

This Liberty recommendation stemmed from a concern that Columbia took on too great a risk in its ability to meet peak day criteria compared to the state's other natural gas utilities. Pursuant to the Liberty recommendation, Columbia conducted a study incorporating the costs of capacity resources to adjust its capacity portfolio from a 1-in-10 risk level to risk levels of 1-in-15, 1-in-20, 1-in-30 and 1-in-33. Based on the results of the study, Columbia proposed to adjust its risk level to 1-in-20, and by letter dated August 18, 2004, the Commission's management audit staff accepted Columbia's recommendation and closed Recommendation No. A.1.2.

In order to adjust its risk level from 1-in-10 to 1-in-20, Columbia needed to secure additional interstate pipeline capacity for peak day design, which Columbia has done. A part of this new capacity will be obtained from Columbia Gas Transmission Company ("Columbia Transmission") via Columbia's existing delivery point with Columbia Transmission at Lake Carnico. However, service enhancements are necessary on Columbia's system near Georgetown in order to increase its deliverability via the Lake Carnico delivery point.

As shown on the map attached hereto as Attachment 1, Columbia receives gas to supply its central Kentucky markets (including Lexington, Frankfort and Georgetown) from Columbia Transmission at the Lake Carnico Point of Delivery. From the Lake Carnico Point of Delivery, the gas enters Columbia's Line DE, the 720 psig line serving the Toyota Plant, and flows west toward Georgetown. Near Georgetown, the gas passes through the Turner Regulator Station and

into Columbia's 305 psig DKL system. The DKL system feeds into Columbia's 250 psig DKT system used to supply gas to Georgetown, Lexington and Frankfort.

The DKL system is mostly eight-inch line, and due to its diameter and limited operating pressure, this section of line limits the amount of gas that can be flowed into the DKT system serving Georgetown, Lexington and Frankfort. By this Application, Columbia is requesting the issuance of a Certificate of Public Convenience and Necessity so that it may extend the twelve-inch DE line approximately seven miles from the twelve-inch line feeding Turner Regulator Station to the Georgetown-Frankfort line. The map attached hereto as Attachment 2 shows the existing DKL line, as well as the proposed location of the new extension of the DE line. Construction of this DE line extension will enable Columbia to increase its deliverability from the Lake Carnico Point of Delivery, which in turn will permit Columbia to meet its new 1-in-20 peak day design level.

Columbia has acquired the majority of the necessary right-of-way agreements and does not anticipate having to initiate eminent domain proceedings on the remaining properties in order to acquire the rights-of-way necessary for construction of the pipeline. However, should such eminent domain proceedings in the Commonwealth's Circuit Courts become necessary, a Certificate of Public Convenience and Necessity is a prerequisite, and prompt action by the Commission is essential to ensure that there are no avoidable delays in this important supply project.

While this project is clearly for the betterment of the distribution system to increase Columbia's ability to meet peak day supply needs of the communities that it presently serves, it will not significantly impact competition in the construction area or add additional customers because Columbia already has facilities in the general area of the new line, and already provides service in this area.

With Commission approval of this construction project, Columbia plans to begin construction of the pipeline in mid-August, in time to be operational for the 2005-2006 heating season. A full description of the proposed route, including a description of the manner in which the proposed pipeline will be constructed, is attached hereto as Attachment 3. Also attached as Attachment 4 hereto is an Engineering Analysis. Attachment 5 hereto contains copies of the permits from the proper public authorities for the proposed construction.

In terms of financial analysis, the capital cost of the pipeline extension project is estimated to be \$3,883,375. Columbia does not anticipate the need to issue any equity or debt to finance this construction project. The capital outlay associated with this project will be a supported by a contribution from Columbia Transmission. There is not expected to be any additional incremental margin or revenue created by this project because, as explained above, the project is being undertaken to secure additional interstate pipeline capacity for peak day design.

A breakdown of the project cost for the line extension is as follows:

Costs related to constructing 38,500 feet of 12-inch steel line: \$3,313,525 Costs Related to Acquiring Rights of Way and Other Costs: \$569,850

Total Capital Dollars: \$3,883,375

The projected annual operating cost for the proposed pipeline is \$13,362.66.

Construction of this pipeline will upgrade Columbia's existing distribution system serving the central Kentucky area. These improvements will ensure Columbia's ability to provide reliable quality service consistent with a 1-in-20 risk level.

WHEREFORE, in view of the importance of this project and the urgency involved, and so that Columbia may make the most of the 2005 construction season (and begin construction by mid-August 2005), Columbia asks that this honorable Commission expeditiously consider Co-

lumbia's request and issue a Certificate of Public Convenience and Necessity pursuant to KRS § 278.020 and KAR 807 5:001 Section 9(2), authorizing Columbia to extend its Line DE and construct a twelve-inch gas pipeline from Columbia's Turner Regulator Station to Columbia's Georgetown-Frankfort line, as shown on Attachment 2.

Dated at Columbus, Ohio, this 23<sup>rd</sup> day of June 2005.

Respectfully submitted,

COLUMBIA GAS OF KENTUCKY, INC.

By:

Stephen B. Seiple Lead Counsel

Stanley J. Sagun, Assistant General Counsel

Stephen B. Seiple, Lead Counsel

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Telephone: (502) 223-8967

Fax: (502): 226-6383

Attorneys for

COLUMBIA GAS OF KENTUCKY, INC.

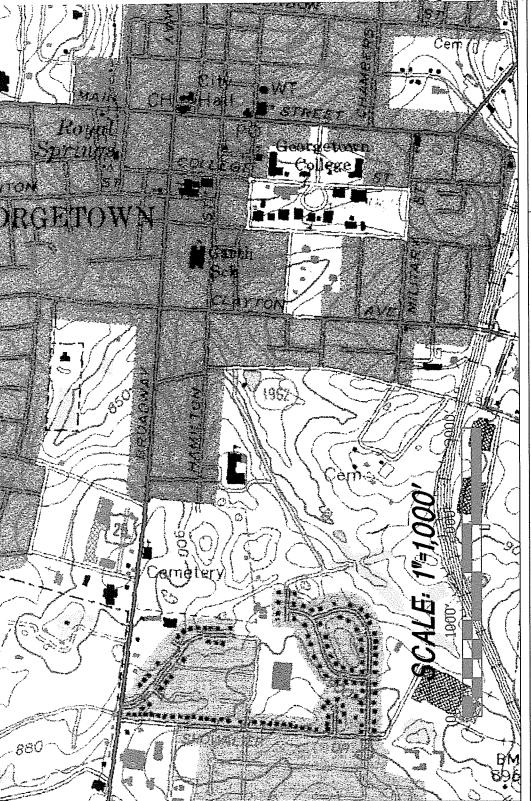
## ATTACHMENT 1 Columbia Central Kentucky Map

# ATTACHMENT 2 Map Showing Proposed Construction



# Columbia Gas

1 NiSource Company



Attachment 2

# ATTACHMENT 3 Description of Proposed Route and Construction

# Columbia Gas of Kentucky, Inc. DE Line Extension

#### **Description of Location, Route and Construction**

#### General

Columbia Gas of Kentucky, Inc. ("Columbia") seeks authorization from the Public Service Commission of Kentucky to construct a twelve-inch steel pipeline, approximately seven miles in length, from its Turner Regulator Station north of Georgetown, Kentucky to its Georgetown-Frankfort line west of Georgetown, Kentucky.

#### Route

The project begins at a tie-in located at the existing Columbia Turner Regulator Station located near the intersection of Delaplain Rd. and Interstate 75 with a twelve-inch steel pipeline. The route goes southwest approximately 6,400 feet to an open area where a directional drill will be set up to bore under Interstate 75 to the west. Once on the west side of Interstate 75, the route then goes south paralleling the Norfolk Southern railroad track on the west side, then crossing to the east side for approximately 11,800 feet. The route then crosses the railroad track to the west and goes west approximately 4,000 feet crossing Dry Creek and State Route 25 to the west. It then parallels State Route 25 on the west side to the south for approximately 4,500 feet to the northern edge of the Cardome Academy property. From there the route goes west on the Cardome Academy property approximately 1,500 feet, then south approximately 800 feet. It then goes west approximately 1,200 feet to an overhead electrical easement. From there the route continues south in the overhead easement for approximately 3,400 feet where the Elkhorn Creek directional drill will begin. The length of this drill will be approximately 700 feet and will exit on the north side of State Route 460 near State Route 62. The route will continue west paralleling State Route 460 on the north side for approximately 1,400 feet, then crossing State Route 460 to the south and paralleling State Route 62 for approximately 4,300 feet. The route then ties into an existing twelve-inch steel pipeline at the intersection of State Route 62 and State Route 460B. The length of the DE Extension project is approximately 38,500 feet of twelve-inch steel pipeline. Approximately 32,300 feet of the project will be in private easements. The line is a distribution pipeline designed as a Class 3 location transmission line throughout the proposed route.

#### Construction Start Date

It is Columbia's desire to obtain Commission approval for the Application for a Certificate of Public Convenience and Necessity and to complete eminent domain proceedings

for outstanding rights of way so that it may begin construction of the pipeline on June 20, 2005.

#### Pipeline Specifications

The proposed twelve-inch pipeline will meet the following engineering specifications:

- Twelve-inch nominal pipe size (12.75 inch O.D.) made from carbon steel
- a wall thickness of .203 inches
- a fusion bond epoxy coating of 13-15 mills thickness for open trenching
- a dual fusion bond coating of 30 mills minimum thickness for boring purposes
- a Specified Minimum Yield Strength 60,000 psi, 1911 psig @ 100% SYMS

#### Pipeline Operating Conditions

Design pressure and MAOP of 720 psig, resulting in stress levels of 37.7% of SYMS. Test pressure of 1080 psig.

720 psig Design Pressure 1080 psig Hydrostatic Test Pressure 37.7% SMYS

#### Specific Construction Details

#### (1) Welding

Welding of the joints of pipe will be conducted in conformance with the Federal Department of Transportation ("DOT") Regulations, 49 C.F.R. Part 192, Sub-Part E, entitled Welding of Steel in Pipelines and 807 KAR 5:022, Section 5, entitled Welding of Steel in Pipelines.

The pipe joints will be welded together and placed either along the side of the trench or in the excavation After each weld is completed, a qualified inspector will visually inspect it. Radiographic inspection of the welds will be performed in accordance with 49 C.F.R. Part 192 and 807 KAR 5:022.

#### (2) <u>Pipe Coating and Cathodic Protection</u>

All pipe will be protected with an external coating prior to its placement in the trench. An electronic holiday detector will be passed over the sections of pipe as they are coated at the mill to check for faults in the coating. Any faults (holidays) that are detected will be repaired before the coated line is accepted for delivery.

The welded joints will be field coated and wrapped to provide coating protection equal to the protection afforded the other portions of the pipe. The coated joints, as well as the lengths, will be checked with the holiday detector and all faults will be repaired prior to placing the line in service.

The line will be installed with insulated fittings at the tie-in points and cathodically protected with high potential magnesium anodes that will be distributed along the pipeline to minimize deterioration from corrosion.

#### (3) Hydrostatic Testing

The in-place testing of the completed pipeline will be done in accordance with 49 C.F.R. 192 and 807 KAR 5:022. Such testing will entail the pipeline being filled with water and held at a minimum of 150% of its 720 psig future MAOP throughout the required test period. Water discharged after testing will be released in accordance with all of the requirements imposed by governmental agencies and therefore will be done in a manner that will prevent erosion, contamination or ecological damage to the area. If necessary, test water will be sampled and filtered prior to disposal.

#### (4) Roads and Highway Crossings

The majority of the project will be open trenched with approximately 1,500 feet of it being directional drilled. The proposed areas to be directional drilled are: Interstate 75, Dry Creek, State Route 25, Elkhorn Creek and State Route 460. These activities will be conducted in a manner whereby the disruption of service is minimized.

#### (5) Stream Crossings

The crossing of Cane Run Creek and any small runs will be done by the open cut method. The crossing of the Dry Run Creek will be by directional bore. Actual construction conditions will dictate the method of construction used to cross Elkhorn Creek, and the method of crossing the Elkhorn Creek likely be left to the contractor. Columbia will construct these crossings pursuant to the conditions set forth in its Army Corps of Engineers Nationwide Permit.

#### (6) <u>Drainage Tile Field Crossings</u>

Any drain tile that is damaged, cut, or removed by pipeline construction activity will be replaced or repaired to the landowner's satisfaction. Preplanning with the affected property owners should minimize drain tile damage.

#### (7) Operating and Maintenance Policy

The proposed pipeline shall be operated and maintained in accordance with the applicable provisions of 49 C.F.R. Part 192 and 807 KAR 5:022.

#### (8) <u>Safety During Construction and Operation</u>

The pipeline shall be constructed and operated in accordance with the aforementioned paragraphs and under the supervision and inspection of qualified personnel.

#### (9) Valves, Blowdowns and Smart Pigging

Isolation valves will be installed at each end of the pipeline and at a location near the center of the pipeline, with blowdown valves located on each side of the isolation valve. The pipeline is designed to allow for future DOT smart pigging requirements.

ATTACHMENT 4
Engineering Analysis

#### **Engineering Analysis**

In order for Columbia Gas of Kentucky, Inc. ("Columbia") to obtain the incremental gas supply needed to satisfy the 1-in-20 risk level, Columbia needs to increase the deliverability of gas from its Lake Carnico Point of Delivery to Columbia's central Kentucky markets. This requires Columbia to extend its twelve-inch DE line from the Turner Regulator Station and connect to the twelve-inch Georgetown-Frankfort line. To meet the 1-in-20 risk level for gas supply, Columbia's new flow from the Lake Carnico Point of Delivery needs to be 71,950 Dth/day or approximately 3,750 mcf/h.

Columbia's existing DKL, 305 psig, line from the Turner Regulator Station to the Georgetown-Frankfort line is primarily eight-inch pipe. Due to the limited operating pressure and diameter, this section of line limited the amount of gas that could be pushed into the DKT system in Frankfort and Georgetown. Columbia's hydraulic model, as configured, predicted that the maximum amount of gas that could flow from Lake Carnico was approximately 2,540 mcf/h.

Further hydraulic analysis revealed that with approximately seven miles of twelve-inch pipeline connecting line DE directly to the Georgetown-Frankfort line that the flow out of the Lake Carnico Point of Delivery would max out at about 2,950 mcf/h, using the existing contract pressure of 600 psig at Lake Carnico.

At Columbia's request, Columbia Gas Transmission Company has increased the 600 psig delivery pressure at the Lake Carnico Point of Delivery to 750 psig. With the higher delivery pressure at the Lake Carnico Point of Delivery, and the seven mile, twelve-inch connection from the DE line to the Georgetown-Frankfort line, the hydraulic model predicts that about 3,750 mcf/h can be supplied into Columbia's central Kentucky markets from the Lake Carnico Point of Delivery, which will allow Columbia to meet its new 1-in-20 peak day supply criteria.

# ATTACHMENT 5 Permits

APPLICATION FOR PIPE OR WIRE OCCUPANCY
(Please fill out questions 1-7 and include these pages with your application)

Please answer all questions and return to:

Norfolk Southern Director Real Estate Attn: Pipe, Wire, Cable Ind. Dev. App 600 West Peachtree Street, Suite 1650

	Atlanta, GA 30308
1)	Legal Name and Address of Applicant (party to agreement)  Legal Name**: Columbia Gas Of Kentucky, Inc.
	Street: ZOOI MERCER RD.
	Street: ZOOI MERCER RD.  City: LEXENSTON State: WY Zip: 4054Z
	**Please ensure that the <u>exact legal name</u> is provided with no abbreviations. This name, as well as the information below, will be used for agreement preparation.
2)	Applicant is a (provide state of formation for corporation, limited liability companies
,	and name of owner for sole proprietorship):
	(XCornoration - State: NENTUCKY
	( ) Partnership (Limited/General) – State:
-	( ) I imited Lightlity Company - State:
	( ) Sole Proprietorship – Name of Owner:
	() Individual
	( ) Covernment Entity
	( ) Contractor Working Solely for NS (Dept. Name)
	( ) Other (Specify):
	( ) Some (SP )
3)	Name and Address of Applicant's Representative:
٠,	Name: Duke Macount
	Title Description
	Company: Duke Engineering Co.
	Street: P-0. Sox 868       State: WY       Zip: 40353         City: Mt. Stepung       State: WY       Zip: 40353         Telephone: 869 - 497 - 4015       Fax: 859 - 497 - 0998
	Telephone: 969 - 497 - 4015 Fax: 869 - 497 - 0998
	E-Mail Address: dukeng@direcway.com
	D Intuit Additions
4)	Location of Proposed Facility:
•	Nonrest City/Municipality: GFEGGTTOWN County: Scott
	Closest Street Grade Crossing AARDOT #:
	Closest Street Grade Crossing AARDOT #:  Closest Street Grade Crossing AARDOT #:  Closest Street. 247  Longitude 84°33'15"
	Fig. 4. (1.107) Al. (direction) N/S/E/W from Railway Mile Post No. 66
	or center of public Highway Crossing or Bridge 679 3 FROM 4-17 DRAGE
	(Name of Street)

	Will Facility be Located Entirely Within Confines of a Public Right of Way?
5)	Will Facility be Located Entirely Within
	() Yes * () No  * If yes, provide conclusive evidence for verification in the form of a letter or memo  * If yes, provide conclusive evidence for verification in the form of a letter or memo  * the transfer of the proposed installation is acceptable from the appropriate Road Authority indicating that proposed installation is acceptable
	to the Road Authority Street Right of Way width:
	Road Authority Responsible for States
	Name:
	Name:Address:
	Contact: Telephone:
6	Proposed Facility to be Installed is a:  (V) New facility ( ) Upgrade of an existing facility*  *If an upgrade, please identify and attach copy of current agreement for the facility.  Proposed Installation/Construction Date(s): ゴムタ / August 1005
]	of application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline or wireline installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.  4/20/05  Date  Signature

## <u>Pipeline</u> (Complete all Applicable Information)

a)	Type of Proposed Installation:
•	i) Transverse Crossing Only
	ii)Longitudinal Occupancy Only
	iii) Longitudinal and Transverse Crossing(s)
	iv) Pipeline in highway under Railway bridge
	v) Pipeline on highway bridge over railroad
	vi) Pipeline bridge over Railway
b)	Material to be conveyed: NATURAL GAG
c)	Diameter of carrier pipe: 12"
ď)	Diameter of casing pipe: 15"
e)	Proposed method of installation (Check proposed method)
	i) Bore and jack (See Section 5.1.3 of NSCE-8)
	ii) Jacking (See Section 5.1.4 of NSCE-8)
	iii) Tunneling (Tunnel Liner Plate) (See Section 5.1.5 of NSCE-8)
	iv) Direction Boring/Horiz. Direction Drilling – Method A (See Section 5.1.6
	of NSCE-8)
	v) Direction Boring/Horiz. Direction Drilling - Method B (See Section 5.1.6
	of NSCE-8)
	vi)Open Cut (See Section 5.1.2 of NSCE-8)
	vii) Other (Specify):
	· · · · · · · · · · · · · · · · · · ·
a. b.	Pipe Data Sheet (blank copy attached) Plan View of Crossing (See NSCE-8 Specification Plate II, below is a suggested check- list for your plan development)  All Railway tracks, including distance to any turnouts from proposed pipeline  Indicates distance (in feet) to Norfolk Southern Mile Post or Grade Crossing  Angle of Crossing relative to Railway track(s)  Dimensioned Property Lines  Location of Valves (if required by NSCE-8)  Location of Vents (if required by NSCE-8)
	Location of Signs (preferably located at edge of Property or Right of Way Lines)  N/A Location of Railway pole lines or signal facilities  N/A Location of any above or below ground utilities  N/A If proposed pipeline is within highway limits, show the location and type of grade crossing traffic control devices (Mast flashers, cantilever flashers, gates, etc.)
	Casing pipe length  Location of launching and receiving pits
c.	Profile View of Crossing (See NSCE-8 Specification Plate III, below is a suggested
~•	check-list for your plan development)
	Profile of ground above crossing
	Distance to Valves (if required by NSCE-8)
	Distance to Valves (if required by NSCE-8)

	Distance to Signs
	All known property lines
	Theoretical Railway embankment lines
	Proposed location and elevations of launching and receiving pits
	✓ Casing pipe length
	A Rottom of rail elevation
	Depth of cover between bottom of rail and top of casing pipe (or carrier pipe if
	casing nine not required)
	Location of and the minimum depth of cover from ground line to top of casing
	pipe on right of way (such as ditches)
d.	General Notes
-	

## All plans shall include the following General Notes:

Contractor shall follow all requirements of Norfolk Southern's NSCE-8 **Specifications** 

Pipe Line and Crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF **WAY ASSOCIATION** Specifications for Pipelines Conveying Flammable and Nonflammable Substances

**Blasting Not Permitted** 

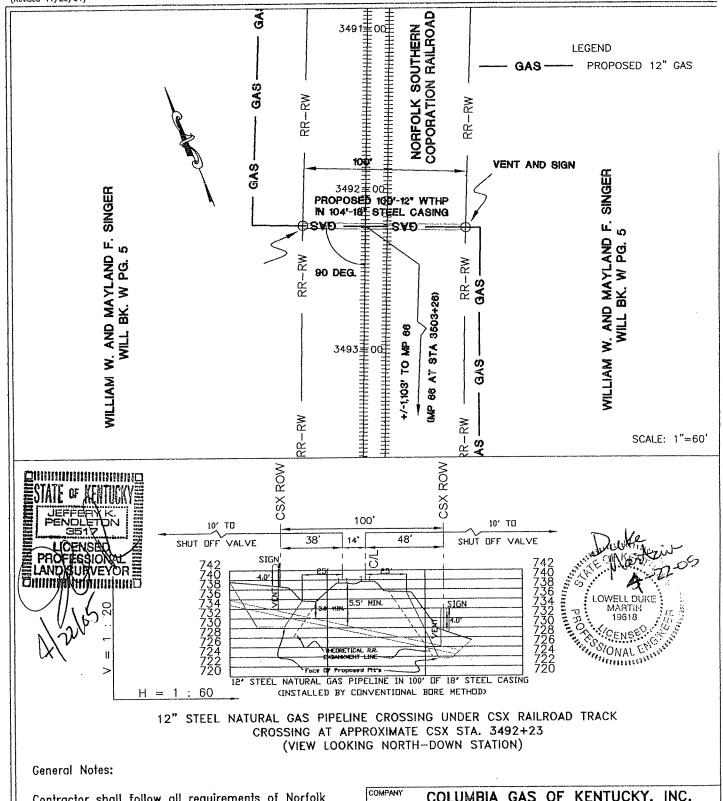
### PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	NATURAL GAS	CHRETER PIPE
NORMAL OPERATING PRESSURE	700 PSI	
NOMINAL SIZE OF PIPE	12 IN	18 an.
OUTSIDE DIAMETER	12:75 IN	IB IN.
INSIDE DIAMETER	12.344 IN	17,376 IN.
WALL THICKNESS	0,203 IN	0.31ZIN
WEIGHT PER FOOT	21.2	58.94
MATERIAL	STEEL	STEEL
PROCESS OF MANUFACTURE	ELECTRIC RESETANCE WELDED	EVECTRIC RESERVANCE
SPECIFICATION	API 5L/X60	ARE 5L/X60
GRADE OR CLASS	API 5L/X/20	API SL/X60
TEST PRESSURE	1080 PSI	5 P5I
TYPE OF JOINT	BUT WELDED	But WELDED
TYPE OF COATING	DOUBLE EPOKY ,203 X60 EFB	Double Epoxy.
DETAILS OF CATHODIC PROTECTION	ANODE (GACESFEEL)	NOT PROTECTED.
DETAILS OF SEALS OR PROTECTION AT END OF CASING	LANK SEALS	N/A
METHOD OF INSTALLATION	INSTRUCTION	BOREZ JACK
CHARACTER OF SUBSURFACE MATERIAL	3'-5' OF SOUL OVER BED ROCK	31-51 OF SOFT
APPROXIMATE GROUND WATER LEVEL	CIAKDOWN	cephnoun.
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	Vasaal/Past Exp.	Vascual / PAST Exp.





# PLAN FOR RAILROAD/RAILWAY CROSSING



Contractor shall follow all requirements of Norfolk Southern's NSCE—8 Specifications.

Pipe Line and Crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION Specifications for Pipelines Conveying Flammable and Non-flammable Substances.

Blasting Not Permitted.

RAILROAD/RAILWAY		-to	OF KEN	***************************************	
NO	KF U	LK 200	THERN C		ATION
MUNICIPALITY		COUNTY		STATE	
GEORGETO'	WN	SCO	TTC	KE	NTUCKY_
ENGINEER D.MARTIN	DRAWIN	G BY MARTIN	F.B. N/A	PG.	N/A
6720212-K DATE 3-31-05 REVISED					
JOB ORDER 01-0268055-00					
CSXT VAL MAP: V-1KY/33 DWG NO.					

#### APPLICATION FOR PIPE OR WIRE OCCUPANCY

(Please fill out questions 1-7 and include these pages with your application)

Please answer all questions and return to:

Norfolk Southern Director Real Estate Attn: Pipe, Wire, Cable Ind. Dev. App

600 West Peachtree Street, Suite 1650 Atlanta, GA 30308 1) Legal Name and Address of Applicant (party to agreement) Legal Name \*\*: COLUMBIA GAS OF KENTUCKY, Inc. Street: Zoo; MERCER ED. State: KY Zip: 40512 City: LEXINGTON \*\*Please ensure that the exact legal name is provided with no abbreviations. This name, as well as the information below, will be used for agreement preparation. 2) Applicant is a (provide state of formation for corporation, limited liability companies and name of owner for sole proprietorship): (X) Corporation - State: Kentucky ( ) Partnership (Limited/General) - State: ( ) Limited Liability Company - State: \_ ( ) Sole Proprietorship – Name of Owner: ( ) Individual ( ) Government Entity ( ) Contractor Working Solely for NS (Dept. Name)\_\_\_\_\_ ( ) Other (Specify): 3) Name and Address of Applicant's Representative: Name: DUKE MAKETEN Title: PRESEDENT Company: DUKE ENGINEERING COMPANY Street: P.O. Box 868 City: Mt. Sterctus State: WY Zip: 40353
Telephone: 859-497-4015 Fax: 859-497-0998 E-Mail Address: <u>dukeena@direcway.com</u> 4) Location of Proposed Facility: Nearest City/Municipality: GFORGETOWN County: Scott Closest Street: 453Z State: WY Closest Street Grade Crossing AARDOT #: \_ Longitude 84°33'ZZ" GPS Coordinates: Latitude 380 (3'57" Footage (370' N ) (direction) N/S/E/W from Railway Mile Post No. 68 or center of public Highway Crossing or Bridge 2,500' 5 - 0F U532

(Name of Street)

	Will Facility be Located Entirely Within Confines of a Public Right of Way?  () Yes * (V) No  * If yes, provide conclusive evidence for verification (letter or memo) from the appropriate Road Authority indicating acceptance of proposed installation  Street width: Street Right of Way width:
	Road Authority Responsible for Street Maintenance
	Name:
	Address:
	Contact:
	Telephone:
ŕ	Facility to be Installed is a:  (New facility  () Upgrade of an existing facility*  *If an upgrade, please identify and attach copy of current agreement for the facility.
7)	Proposed Installation/Construction Date(s): July / August 2005
Rai pip	application is approved, applicant agrees to reimburse Railway for any cost incurred by ilway incident to installation, maintenance, and/or supervision necessitated by this eline or wire line installation, and further agrees to assume all liability for accidents or uries which arise as a result of this installation.  4/20/05  Date  Signature

## <u>Pipeline</u> (Complete all Applicable Information)

a)	Type of Proposed Installation:
,	i) Transverse Crossing Only
	ii) Longitudinal Occupancy Only
	iii) Longitudinal and Transverse Crossing(s)
	iv) Pipeline in highway under Railway bridge
	v) Pipeline on highway bridge over railroad
	vi) Pipeline bridge over Railway
b)	Material to be conveyed: Natural Gas
c)	Diameter of carrier pipe: 12 <sup>11</sup>
d)	Diameter of casing pipe: 10"
e)	Proposed method of installation (Check proposed method)
υ,	i) Bore and jack (See Section 5.1.3 of NSCE-8)
	ii) Jacking (See Section 5.1.4 of NSCE-8)
	iii) Tunneling (Tunnel Liner Plate) (See Section 5.1.5 of NSCE-8)
	iv) Direction Boring/Horiz. Direction Drilling – Method A (See Section 5.1.6
	of NSCE-8)
	make a mark to the company of the three bounds of the company of t
	v) Direction Boring/Horiz. Direction Drilling – Method B (See Section 5.1.0 of NSCE-8)
	of NSCE-8)
	vi) Open Cut (See Section 5.1.2 of NSCE-8)
	vii) Other (Specify):
a. b.	Pipe Data Sheet (blank copy attached) Plan View of Crossing (See NSCE-8 Specification Plate II, below is a suggested check- list for your plan development)  All Railway tracks, including distance to any turnouts from proposed pipeline  Indicates distance (in feet) to Norfolk Southern Mile Post or Grade Crossing  Angle of Crossing relative to Railway track(s)  Dimensioned Property Lines  Location of Valves (if required by NSCE-8)
	Location of Vents (if required by NSCE-8)  Location of Signs (preferably located at edge of Property or Right of Way Lines)
	Location of Railway pole lines or signal facilities
	Nik Location of Ranway pole lines of signal factories
	N/A If proposed pipeline is within highway limits, show the location and type of grade
	crossing traffic control devices (Mast flashers, cantilever flashers, gates, etc.)
	Casing pipe length
	Location of launching and receiving pits  D. Gl. N. and Constraint (See NECE 8 Specification Plate III, below is a suggested
c.	Profile View of Crossing (See NSCE-8 Specification Plate III, below is a suggested
	check-list for your plan development)
	Profile of ground above crossing
	✓ Distance to Valves (if required by NSCE-8)
	Distance to Vents and height above ground (if required by NSCE-8)

Distance to Signs
All known property lines
✓ Theoretical Railway embankment lines
Proposed location and elevations of launching and receiving pits
✓ Casing pipe length
Bottom of rail elevation
Depth of cover between bottom of rail and top of casing pipe (or carrier pipe if
casing pipe not required)
Location of and the minimum depth of cover from ground line to top of casing
pipe on right of way (such as ditches)

#### d. General Notes

#### All plans shall include the following General Notes:

Contractor shall follow all requirements of Norfolk Southern's NSCE-8 Specifications

Pipe Line and Crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION Specifications for Pipelines Conveying Flammable and Nonflammable Substances

#### **Blasting Not Permitted**

#### **PIPE DATA SHEET**

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED		
	NATURNI GAS	CHECTER RIPE
NORMAL OPERATING PRESSURE		And the second s
	700 PSI	
NOMINAL SIZE OF PIPE		35
OUTSIDE DIAMETER	1Z IN	NE 81
OUTSIDE DIAMETER	1275 IN	18 IN.
INSIDE DIAMETER	(219310	1030.
WORLD WILLER	12-344 IN	17.376IN.
WALL THICKNESS		V113102A
	0,203 IN	0.312.IN
WEIGHT PER FOOT		
	21.2	58.94
MATERIAL	,	
PROCESS OF MANUFACTURE	STEEL	STEFL
PROCESS OF MANUFACTURE	ELECTROC RESULTANCE	EVECTREC RESESTANCE
SPECIFICATION	WELDED	MELDED
0. 20. 10. (10.)	API 5L/X60	API 5L/X60
GRADE OR CLASS		
	API 5L/Kbo	API 5L/X60
TEST PRESSURE		
	1080 PSI	5 PSI
TYPE OF JOINT	2	2-:
TYPE OF COATING	BUT WELDED	But WELDED
TIPE OF COATING	DOUBLE EPONY	Daible Epony
DETAILS OF CATHODIC PROTECTION	,203 X60 EFB	
January Control of the Control	ANODE (GACREFOCAL)	NOT PROTECTED
DETAILS OF SEALS OR PROTECTION AT	LINK SEALS	
END OF CASING	- FULL SEPTEMENT	NA
METHOD OF INSTALLATION	INSERTION	BORTER INCK
CHARACTER OF SUBSURFACE	3'-5'OF 5056	3'-5' OF SOUTH
MATERIAL	OVER BED ROCK	OVER BEORUX
APPROXIMATE GROUND WATER LEVEL		
	LINKDOWN	UNKNOWN.
SOURCE OF INFORMATION ON	VE 101 10	
SUBSURFACE CONDITIONS	Itsual/PAST EXP	Vocand / PAST EXP.





#### Duke Engineering Company P.O. Box 868 Mt. Sterling, Kentucky 40353

April 22, 2005

#### **DMJM+HARRIS**

Attention: NS Pipe and Wire Administrator 260 South Broad Street Suite 1500 Philadelphia, PA 19102

Re: Columbia Gas of Kentucky, Two (2) Proposed Gasline Crossing Permits Located Outside of Georgetown, KY.

Dear Sir or Madame:

Please find attached for your review, two (2) separate proposed 12" gasline crossing permits. The proposed **Columbia Gas of Kentucky** 12" gasline would cross the existing Norfolk Southern railroad near Georgetown, KY at two (2) separate locations. Along with the proposed plans, two (2) application fees of \$1,830.00, are also attached.

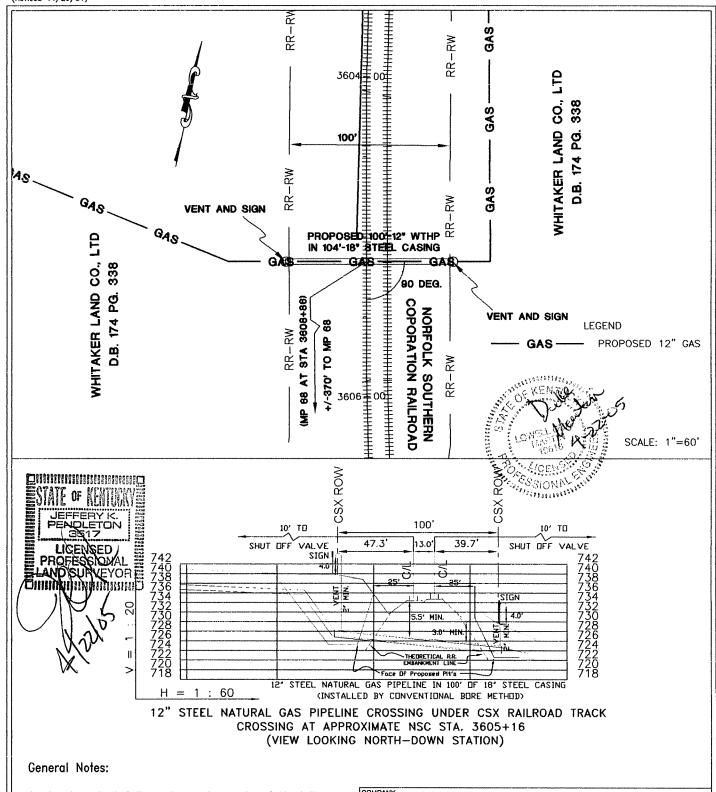
If you have any questions or need any additional information please give me a call. (859)-497-4015.

Duke Engineering Company

Duke Martin

**Duke Martin** 

# COLUMBIA GAS OF KENTUCKY, INC. PLAN FOR RAILROAD/RAILWAY CROSSING



Contractor shall follow all requirements of Norfolk Southern's NSCE-8 Specifications.

Pipe Line and Crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION Specifications for Pipelines Conveying Flammable and Non-flammable Substances.

Blasting Not Permitted.

COL COL	UMB	IA GAS	OF KEN	ITUC	KY, INC.	
RAILROAD/RAILWAY						
NO	RFO	LK SOU	THERN (	COPC	DRATION	
MUNICIPALITY	MUNICIPALITY COUNTY STATE					
GEORGETO'	GEORGETOWN SCOTT KENTUCKY					
ENGINEER	DRAWIN		FB.	***************************************	PG.	
D.MARTIN	D.1	MARTIN	N/A	١	N/A	
мар 6720212-	-K	DATE 3-3	31-05	REVISE	)	
JOB ORDER 01-0268055-00						
CSXT VAL MAP: V-1KY/34 DWG NO						

# ATTACHMENT 3 Description of Proposed Route and Construction

# Columbia Gas of Kentucky, Inc. DE Line Extension

#### **Description of Location, Route and Construction**

#### General

Columbia Gas of Kentucky, Inc. ("Columbia") seeks authorization from the Public Service Commission of Kentucky to construct a twelve-inch steel pipeline, approximately seven miles in length, from its Turner Regulator Station north of Georgetown, Kentucky to its Georgetown-Frankfort line west of Georgetown, Kentucky.

#### Route

The project begins at a tie-in located at the existing Columbia Turner Regulator Station located near the intersection of Delaplain Rd. and Interstate 75 with a twelve-inch steel pipeline. The route goes southwest approximately 6,400 feet to an open area where a directional drill will be set up to bore under Interstate 75 to the west. Once on the west side of Interstate 75, the route then goes south paralleling the Norfolk Southern railroad track on the west side, then crossing to the east side for approximately 11,800 feet. The route then crosses the railroad track to the west and goes west approximately 4,000 feet crossing Dry Creek and State Route 25 to the west. It then parallels State Route 25 on the west side to the south for approximately 4,500 feet to the northern edge of the Cardome Academy property. From there the route goes west on the Cardome Academy property approximately 1,500 feet, then south approximately 800 feet. It then goes west approximately 1,200 feet to an overhead electrical easement. From there the route continues south in the overhead easement for approximately 3,400 feet where the Elkhorn Creek directional drill will begin. The length of this drill will be approximately 700 feet and will exit on the north side of State Route 460 near State Route 62. The route will continue west paralleling State Route 460 on the north side for approximately 1,400 feet, then crossing State Route 460 to the south and paralleling State Route 62 for approximately 4,300 feet. The route then ties into an existing twelve-inch steel pipeline at the intersection of State Route 62 and State Route 460B. The length of the DE Extension project is approximately 38,500 feet of twelve-inch steel pipeline. Approximately 32,300 feet of the project will be in private easements. The line is a distribution pipeline designed as a Class 3 location transmission line throughout the proposed route.

#### Construction Start Date

It is Columbia's desire to obtain Commission approval for the Application for a Certificate of Public Convenience and Necessity and to complete eminent domain proceedings

for outstanding rights of way so that it may begin construction of the pipeline on June 20, 2005.

#### Pipeline Specifications

The proposed twelve-inch pipeline will meet the following engineering specifications:

- Twelve-inch nominal pipe size (12.75 inch O.D.) made from carbon steel
- a wall thickness of .203 inches
- a fusion bond epoxy coating of 13-15 mills thickness for open trenching
- a dual fusion bond coating of 30 mills minimum thickness for boring purposes
- a Specified Minimum Yield Strength 60,000 psi, 1911 psig @ 100% SYMS

#### Pipeline Operating Conditions

Design pressure and MAOP of 720 psig, resulting in stress levels of 37.7% of SYMS. Test pressure of 1080 psig.

720 psig Design Pressure 1080 psig Hydrostatic Test Pressure 37.7% SMYS

#### Specific Construction Details

#### (1) Welding

Welding of the joints of pipe will be conducted in conformance with the Federal Department of Transportation ("DOT") Regulations, 49 C.F.R. Part 192, Sub-Part E, entitled Welding of Steel in Pipelines and 807 KAR 5:022, Section 5, entitled Welding of Steel in Pipelines.

The pipe joints will be welded together and placed either along the side of the trench or in the excavation After each weld is completed, a qualified inspector will visually inspect it. Radiographic inspection of the welds will be performed in accordance with 49 C.F.R. Part 192 and 807 KAR 5:022.

#### (2) <u>Pipe Coating and Cathodic Protection</u>

All pipe will be protected with an external coating prior to its placement in the trench. An electronic holiday detector will be passed over the sections of pipe as they are coated at the mill to check for faults in the coating. Any faults (holidays) that are detected will be repaired before the coated line is accepted for delivery.

The welded joints will be field coated and wrapped to provide coating protection equal to the protection afforded the other portions of the pipe. The coated joints, as well as the lengths, will be checked with the holiday detector and all faults will be repaired prior to placing the line in service.

The line will be installed with insulated fittings at the tie-in points and cathodically protected with high potential magnesium anodes that will be distributed along the pipeline to minimize deterioration from corrosion.

#### (3) Hydrostatic Testing

The in-place testing of the completed pipeline will be done in accordance with 49 C.F.R. 192 and 807 KAR 5:022. Such testing will entail the pipeline being filled with water and held at a minimum of 150% of its 720 psig future MAOP throughout the required test period. Water discharged after testing will be released in accordance with all of the requirements imposed by governmental agencies and therefore will be done in a manner that will prevent erosion, contamination or ecological damage to the area. If necessary, test water will be sampled and filtered prior to disposal.

#### (4) Roads and Highway Crossings

The majority of the project will be open trenched with approximately 1,500 feet of it being directional drilled. The proposed areas to be directional drilled are: Interstate 75, Dry Creek, State Route 25, Elkhorn Creek and State Route 460. These activities will be conducted in a manner whereby the disruption of service is minimized.

#### (5) Stream Crossings

The crossing of Cane Run Creek and any small runs will be done by the open cut method. The crossing of the Dry Run Creek will be by directional bore. Actual construction conditions will dictate the method of construction used to cross Elkhorn Creek, and the method of crossing the Elkhorn Creek likely be left to the contractor. Columbia will construct these crossings pursuant to the conditions set forth in its Army Corps of Engineers Nationwide Permit.

#### (6) <u>Drainage Tile Field Crossings</u>

Any drain tile that is damaged, cut, or removed by pipeline construction activity will be replaced or repaired to the landowner's satisfaction. Preplanning with the affected property owners should minimize drain tile damage.

#### (7) Operating and Maintenance Policy

The proposed pipeline shall be operated and maintained in accordance with the applicable provisions of 49 C.F.R. Part 192 and 807 KAR 5:022.

#### (8) <u>Safety During Construction and Operation</u>

The pipeline shall be constructed and operated in accordance with the aforementioned paragraphs and under the supervision and inspection of qualified personnel.

#### (9) Valves, Blowdowns and Smart Pigging

Isolation valves will be installed at each end of the pipeline and at a location near the center of the pipeline, with blowdown valves located on each side of the isolation valve. The pipeline is designed to allow for future DOT smart pigging requirements.

ATTACHMENT 4
Engineering Analysis

#### **Engineering Analysis**

In order for Columbia Gas of Kentucky, Inc. ("Columbia") to obtain the incremental gas supply needed to satisfy the 1-in-20 risk level, Columbia needs to increase the deliverability of gas from its Lake Carnico Point of Delivery to Columbia's central Kentucky markets. This requires Columbia to extend its twelve-inch DE line from the Turner Regulator Station and connect to the twelve-inch Georgetown-Frankfort line. To meet the 1-in-20 risk level for gas supply, Columbia's new flow from the Lake Carnico Point of Delivery needs to be 71,950 Dth/day or approximately 3,750 mcf/h.

Columbia's existing DKL, 305 psig, line from the Turner Regulator Station to the Georgetown-Frankfort line is primarily eight-inch pipe. Due to the limited operating pressure and diameter, this section of line limited the amount of gas that could be pushed into the DKT system in Frankfort and Georgetown. Columbia's hydraulic model, as configured, predicted that the maximum amount of gas that could flow from Lake Carnico was approximately 2,540 mcf/h.

Further hydraulic analysis revealed that with approximately seven miles of twelve-inch pipeline connecting line DE directly to the Georgetown-Frankfort line that the flow out of the Lake Carnico Point of Delivery would max out at about 2,950 mcf/h, using the existing contract pressure of 600 psig at Lake Carnico.

At Columbia's request, Columbia Gas Transmission Company has increased the 600 psig delivery pressure at the Lake Carnico Point of Delivery to 750 psig. With the higher delivery pressure at the Lake Carnico Point of Delivery, and the seven mile, twelve-inch connection from the DE line to the Georgetown-Frankfort line, the hydraulic model predicts that about 3,750 mcf/h can be supplied into Columbia's central Kentucky markets from the Lake Carnico Point of Delivery, which will allow Columbia to meet its new 1-in-20 peak day supply criteria.

# ATTACHMENT 5 Permits

APPLICATION FOR PIPE OR WIRE OCCUPANCY
(Please fill out questions 1-7 and include these pages with your application)

Please answer all questions and return to:

Norfolk Southern Director Real Estate Attn: Pipe, Wire, Cable Ind. Dev. App 600 West Peachtree Street, Suite 1650

	Atlanta, GA 30308
1)	Legal Name and Address of Applicant (party to agreement)  Legal Name**: Columbia Gas Of Kentucky, Jinc.
	Legal Name . October 197
	Street: ZOO! MERLER RD.  City: LEXAGON State: WY Zip: 4054Z
	City: LEARNGLOID
	**Please ensure that the <u>exact legal name</u> is provided with no abbreviations. This name, as well as the information below, will be used for agreement preparation.
2)	Applicant is a (provide state of formation for corporation, limited liability companies
4)	and name of owner for sole proprietorship):
	(XCorporation - State: NENTUCKY
	( ) Partnership (Limited/General) – State:
-	( ) I imited Liability Company - State:
	( ) Sole Proprietorship – Name of Owner:
	( ) Individual
	( ) Covernment Entity
	( ) Contractor Working Solely for NS (Dept. Name)
	( ) Other (Specify):
	( ) Other (opensy).
2)	Name and Address of Applicant's Representative:
3)	Name: Duke Macoun
	Title Descript
	Company: Duke Engineering Co.
	Street: P.O. Box 868
	Street:       P.0. Box 868         City:       Mt. Sterims       State:       WY       Zip:       40353         Telephone:       969 - 497 - 4015       Fax:       859 - 497 - 0998
	Tolophono: 960 - 497-4015 Fax: 859-497-0998
	E-Mail Address: dukeng@direcway.com
	E-Man Address. Attoree Age was constrained
45	Location of Proposed Facility:
4)	Nearest City/Municipality: GEORGETOWN County: Scott
	State: WY Closest Street: 4-15
	Closest Street Grade Crossing AARDOT #:  GPS Coordinates: Latitude 38° 15'47"  Longitude 84° 33' 15"  Longitude 84° 33' 15"
	Footage (1/03' N ) (direction) N/S/E/W from Railway Mile Post No. 66
	or center of public Highway Crossing or Bridge 695 5 From X-75 Best See
	or center of public Highway Crossing of Bridge 072 (Name of Street)
	( A TOWNS OF THE PERSON OF THE

	Will Facility be Located Entirely Within Confines of a Public Right of Way?
5)	Will Facility be Located Entirely Within
	() Yes * (No  * If yes, provide conclusive evidence for verification in the form of a letter or memo  * If yes, provide conclusive evidence for verification in the form of a letter or memo  * If yes, provide conclusive evidence for verification in the form of a letter or memo  * If yes, provide conclusive evidence for verification in the form of a letter or memo
	to the Road Authority Street Right of Way width:
	Road Authority Responsible for States
	Name:
	Name:Address:
	Contact: Telephone:
6	Proposed Facility to be Installed is a:  (V) New facility ( ) Upgrade of an existing facility*  *If an upgrade, please identify and attach copy of current agreement for the facility.  Proposed Installation/Construction Date(s): ゴムタ / August 1005
]	of application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this pipeline or wireline installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.  4/20/05  Date  Signature

### <u>Pipeline</u> (Complete all Applicable Information)

a)	Type of Proposed Installation:
	i) Transverse Crossing Only
	ii)Longitudinal Occupancy Only
	iii) Longitudinal and Transverse Crossing(s)
	iv) Pipeline in highway under Railway bridge
	v) Pipeline on highway bridge over railroad
	vi) Pipeline bridge over Railway
b)	Material to be conveyed: NATURAL GAG
c)	Diameter of carrier pipe: 12"
d)	Diameter of casing pipe: 15"
e)	Proposed method of installation (Check proposed method)
•	i) Bore and jack (See Section 5.1.3 of NSCE-8)
	ii) Jacking (See Section 5.1.4 of NSCE-8)
	iii) Tunneling (Tunnel Liner Plate) (See Section 5.1.5 of NSCE-8)
	iv) Direction Boring/Horiz. Direction Drilling - Method A (See Section 5.1.6
	of NSCE-8)
	v) Direction Boring/Horiz. Direction Drilling - Method B (See Section 5.1.6
	of NSCE-8)
	vi)Open Cut (See Section 5.1.2 of NSCE-8)
	vii) Other (Specify):
a. b.	All proposed transverse pipeline crossing applications shall include the following:  Pipe Data Sheet (blank copy attached) Plan View of Crossing (See NSCE-8 Specification Plate II, below is a suggested checklist for your plan development) All Railway tracks, including distance to any turnouts from proposed pipeline Indicates distance (in feet) to Norfolk Southern Mile Post or Grade Crossing Angle of Crossing relative to Railway track(s) Dimensioned Property Lines Location of Valves (if required by NSCE-8) Location of Vents (if required by NSCE-8)
	Location of Signs (preferably located at edge of Property or Right of Way Lines)  N/Location of Railway pole lines or signal facilities  N/Location of any above or below ground utilities  N/Location of any above or below ground utilities  N/Location of launching and receiving pits
c.	Profile View of Crossing (See NSCE-8 Specification Plate III, below is a suggested check-list for your plan development)  Profile of ground above crossing
	Distance to Valves (if required by NSCE-8)
	✓ Distance to Vents and height above ground (if required by NSCE-8)

	Distance to Signs
	All known property lines
	Theoretical Railway embankment lines
	Proposed location and elevations of launching and receiving pits
	✓ Casing pipe length
	A Rottom of rail elevation
	Depth of cover between bottom of rail and top of casing pipe (or carrier pipe if
	casing nine not required)
	Location of and the minimum depth of cover from ground line to top of casing
	pipe on right of way (such as ditches)
d.	General Notes
-	

### All plans shall include the following General Notes:

Contractor shall follow all requirements of Norfolk Southern's NSCE-8 **Specifications** 

Pipe Line and Crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF **WAY ASSOCIATION** Specifications for Pipelines Conveying Flammable and Nonflammable Substances

**Blasting Not Permitted** 

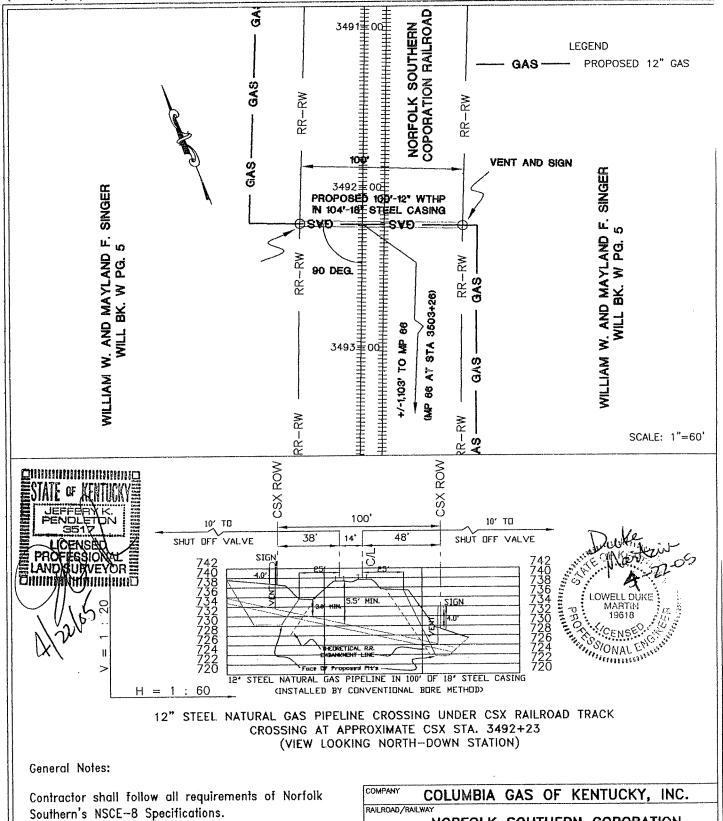
### PIPE DATA SHEET

	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	NATURAL GAS	CHROTER PEPE
NORMAL OPERATING PRESSURE	700 PSI	
NOMINAL SIZE OF PIPE	12 IN	18 an.
OUTSIDE DIAMETER	1275 IN	IB IN.
INSIDE DIAMETER	12-344 IN	17,376 JA.
WALL THICKNESS	0,203 IN	0.312JN
WEIGHT PER FOOT	21.2	58:94
MATERIAL	STEEL	STEEL
PROCESS OF MANUFACTURE	ELECTRIC RESETANCE WELDED	EVECTRIC BESTSTANCE WELDED
SPECIFICATION	API 5L/X60	ARE 5L/X60
GRADE OR CLASS	API 5L/X/e0	API SL/X60
TEST PRESSURE	1080 PSI	SPSI
TYPE OF JOINT	BUT WELDED	But WELDED
TYPE OF COATING	DOUBLE EPOKY ,203 X60 EFB	Double Epoxy.
DETAILS OF CATHODIC PROTECTION	ANODE (GOCESFEEL)	NOT PROTECTED.
DETAILS OF SEALS OR PROTECTION AT END OF CASING	LINK SEALS	N/A
METHOD OF INSTALLATION	INSTRUCION	BORES JACK
CHARACTER OF SUBSURFACE MATERIAL	3'-5' OF SOUL OVER BED ROCK	3'-5' OF 50 FC OVER BEO ROCK
APPROXIMATE GROUND WATER LEVEL	Пеходуны	- hwoushas
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	VISUAL/PAST Exp.	Vascual / PAST Exp.





## PLAN FOR RAILROAD/RAILWAY CROSSING



Pipe Line and Crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION Specifications for Pipelines Conveying Flammable and Non-flammable Substances.

Blasting Not Permitted.

RAILROAD/RAILWAY  NORFOLK SOUTHERN COPORATION						
NO	KF U	LK 200	IHEKN L		ATION	
MUNICIPALITY		COUNTY		STATE		
GEORGETO'	WN	SCO	TTC	KE	NTUCKY_	
ENGINEER D.MARTIN	DRAWIN	G BY MARTIN	F.B. N/A PG. N/		N/A	
6720212-K DATE 3-31-05 REVISED						
01-0268055-00						
CSXT VAL MAP: V-1KY/33 DWG NO.						

#### APPLICATION FOR PIPE OR WIRE OCCUPANCY

(Please fill out questions 1-7 and include these pages with your application)

Please answer all questions and return to:

Norfolk Southern Director Real Estate Attn: Pipe, Wire, Cable Ind. Dev. App

600 West Peachtree Street, Suite 1650 Atlanta, GA 30308 1) Legal Name and Address of Applicant (party to agreement) Legal Name \*\*: COLUMBIA GAS OF KENTUCKY, Inc. Street: Zoo; MERCER ED. State: KY Zip: 40512 City: LEXINGTON \*\*Please ensure that the exact legal name is provided with no abbreviations. This name, as well as the information below, will be used for agreement preparation. 2) Applicant is a (provide state of formation for corporation, limited liability companies and name of owner for sole proprietorship): (X) Corporation - State: Kentucky ( ) Partnership (Limited/General) - State: ( ) Limited Liability Company - State: \_ ( ) Sole Proprietorship – Name of Owner: ( ) Individual ( ) Government Entity ( ) Contractor Working Solely for NS (Dept. Name)\_\_\_\_\_ ( ) Other (Specify): 3) Name and Address of Applicant's Representative: Name: DUKE MAKETEN Title: PRESEDENT Company: DUKE ENGINEERING COMPANY Street: P.O. Box 868 City: Mt. Sterctus State: WY Zip: 40353
Telephone: 859-497-4015 Fax: 859-497-0998 E-Mail Address: duke enge direcway com 4) Location of Proposed Facility: Nearest City/Municipality: GFORGETOWN County: Scott Closest Street: 453Z State: WY Closest Street Grade Crossing AARDOT #: \_ Longitude 84°33'ZZ" GPS Coordinates: Latitude 380 (3'57" Footage (370' N ) (direction) N/S/E/W from Railway Mile Post No. 68 or center of public Highway Crossing or Bridge 2,500' 5 - 0F U532

(Name of Street)

	Will Facility be Located Entirely Within Confines of a Public Right of Way?  () Yes * (V) No  * If yes, provide conclusive evidence for verification (letter or memo) from the appropriate Road Authority indicating acceptance of proposed installation  Street width: Street Right of Way width:
	Road Authority Responsible for Street Maintenance
	Name:
	Address:
	Contact:
	Telephone:
ŕ	Facility to be Installed is a:  (New facility  () Upgrade of an existing facility*  *If an upgrade, please identify and attach copy of current agreement for the facility.
7)	Proposed Installation/Construction Date(s): July / August 2005
Rai pip	application is approved, applicant agrees to reimburse Railway for any cost incurred by ilway incident to installation, maintenance, and/or supervision necessitated by this eline or wire line installation, and further agrees to assume all liability for accidents or uries which arise as a result of this installation.  4/20/05  Date  Signature

### <u>Pipeline</u> (Complete all Applicable Information)

a)	Type of Proposed Installation:
,	i) Transverse Crossing Only
	ii) Longitudinal Occupancy Only
	iii) Longitudinal and Transverse Crossing(s)
	iv) Pipeline in highway under Railway bridge
	v) Pipeline on highway bridge over railroad
	vi) Pipeline bridge over Railway
b)	Material to be conveyed: Natural Gas
c)	Diameter of carrier pipe: 12 <sup>11</sup>
d)	Diameter of casing pipe: 10"
e)	Proposed method of installation (Check proposed method)
c,	i) Bore and jack (See Section 5.1.3 of NSCE-8)
	ii) Jacking (See Section 5.1.4 of NSCE-8)
	iii) Tunneling (Tunnel Liner Plate) (See Section 5.1.5 of NSCE-8)
	iv) Direction Boring/Horiz. Direction Drilling – Method A (See Section 5.1.6
	of NSCE-8)
	v) Direction Boring/Horiz. Direction Drilling - Method B (See Section 5.1.6
	of NSCE-8)
	vi)Open Cut (See Section 5.1.2 of NSCE-8)
	vii) Other (Specify):
	(a)
	All proposed transverse pipeline crossing applications shall include the following:
a.	<u>Pipe Data Sheet</u> (blank copy attached) <u>Plan View of Crossing</u> (See NSCE-8 Specification Plate II, below is a suggested check-
b.	list for your plan development)
	All Railway tracks, including distance to any turnouts from proposed pipeline
	✓ An Ranway tracks, including distance to any turnouts from proposed processing ✓ Indicates distance (in feet) to Norfolk Southern Mile Post or Grade Crossing
	✓ Angle of Crossing relative to Railway track(s)
	✓ Migle of Crossing relative to Rannay track(s) ✓ Dimensioned Property Lines
	✓ Location of Valves (if required by NSCE-8)
	Location of Varves (if required by NSCE-8)
	Location of Signs (preferably located at edge of Property or Right of Way Lines)
	Me Location of Railway pole lines or signal facilities
	Nik. Location of any above or below ground utilities
	N/A If proposed pipeline is within highway limits, show the location and type of grade
	crossing traffic control devices (Mast flashers, cantilever flashers, gates, etc.)
	✓ Casing pipe length
	Location of launching and receiving pits
c.	Profile View of Crossing (See NSCE-8 Specification Plate III, below is a suggested
٠.	check-list for your plan development)
	✓ Profile of ground above crossing
	✓ Distance to Valves (if required by NSCE-8)
	Distance to Vents and height above ground (if required by NSCE-8)

Distance to Signs
All known property lines
✓ Theoretical Railway embankment lines
Proposed location and elevations of launching and receiving pits
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Bottom of rail elevation
Depth of cover between bottom of rail and top of casing pipe (or carrier pipe if
casing pipe not required)
Location of and the minimum depth of cover from ground line to top of casing
pipe on right of way (such as ditches)

#### d. General Notes

#### All plans shall include the following General Notes:

Contractor shall follow all requirements of Norfolk Southern's NSCE-8 Specifications

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### **Blasting Not Permitted**

#### **PIPE DATA SHEET**

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CONTENTS TO BE HANDLED		
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NOMINAL SIZE OF PIPE		35
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	0,203 IN	0.312.IN
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	21.2	58.94
MATERIAL	,	
PROCESS OF MANUFACTURE	STEEL	STEFL
PROCESS OF MANUFACTURE	ELECTROC RESULTANCE	EVECTREC RESESTANCE
SPECIFICATION	WELDED	MELDED
	API 5L/X60	API 5L/X60
GRADE OR CLASS		
	API 5L/KbO	API 5L/X60
TEST PRESSURE		
	1080 PSI	5 PSI
TYPE OF JOINT	2	2-:
TYPE OF COATING	BUT WELDED	But WELDED
TIPE OF COATING	DOUBLE EPONY	Daible Epony
DETAILS OF CATHODIC PROTECTION	,203 X60 EFB	
January Control of the Control	ANODE (GACREFOCAL)	NOT PROTECTED
DETAILS OF SEALS OR PROTECTION AT	LINK SEALS	
END OF CASING	- FULL SEPTEMENT	NA
METHOD OF INSTALLATION	INSERTION	BORTER INCK
CHARACTER OF SUBSURFACE	3'-5'OF 5056	3'-5' OF SOUTH
MATERIAL	OVER BED ROCK	OVER BEORUX
APPROXIMATE GROUND WATER LEVEL		
	LINKDOWN	UNKNOWN.
SOURCE OF INFORMATION ON	VE 101 10	
SUBSURFACE CONDITIONS	Itsual/PAST EXP	Vocand / PAST EXP.





#### Duke Engineering Company P.O. Box 868 Mt. Sterling, Kentucky 40353

April 22, 2005

#### **DMJM+HARRIS**

Attention: NS Pipe and Wire Administrator 260 South Broad Street Suite 1500 Philadelphia, PA 19102

Re: Columbia Gas of Kentucky, Two (2) Proposed Gasline Crossing Permits Located Outside of Georgetown, KY.

Dear Sir or Madame:

Please find attached for your review, two (2) separate proposed 12" gasline crossing permits. The proposed **Columbia Gas of Kentucky** 12" gasline would cross the existing Norfolk Southern railroad near Georgetown, KY at two (2) separate locations. Along with the proposed plans, two (2) application fees of \$1,830.00, are also attached.

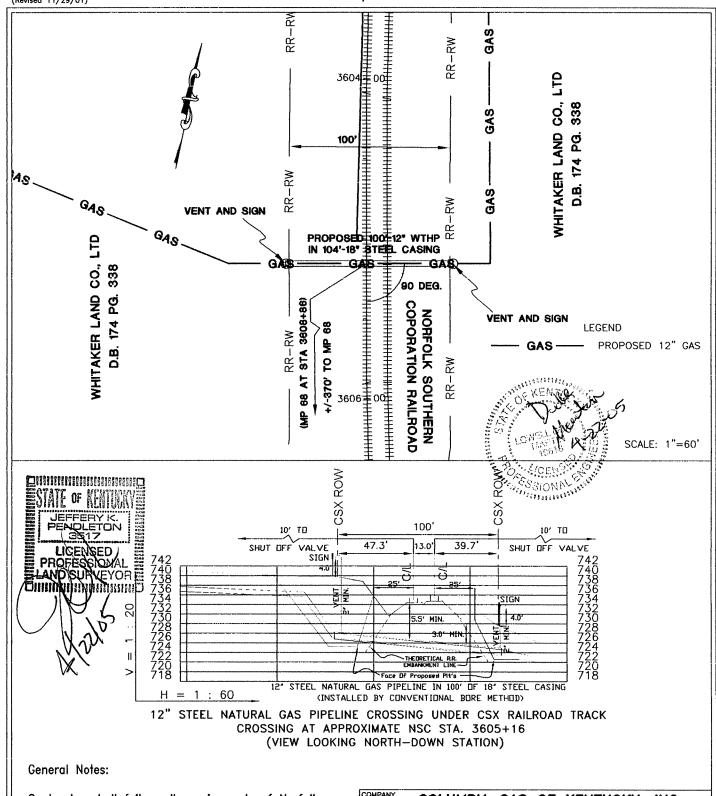
If you have any questions or need any additional information please give me a call. (859)-497-4015.

Duke Engineering Company

Duke Martin

**Duke Martin** 

### COLUMBIA GAS OF KENTUCKY, INC. PLAN FOR RAILROAD/RAILWAY CROSSING



Contractor shall follow all requirements of Norfolk Southern's NSCE-8 Specifications.

Pipe Line and Crossing to be installed and maintained in accordance with last approved AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION Specifications for Pipelines Conveying Flammable and Non-flammable Substances.

Blasting Not Permitted.

COL COL	UMB	IA GAS	OF KEN	ITUC	KY, INC.
RAILROAD/RAILWAY					
NO	RFO	LK SOUT	THERN C	COPC	DRATION
MUNICIPALITY		COUNTY		STATE	
GEORGETO'	WN	SCOTT		KENTUCKY	
	DRAWING		FB.		PG.
D.MARTIN	D.N	MARTIN	N/A	١	N/A
6720212-		DATE 3-3	1-05	REVISED	
01-0268055-00					
CSXT VAL MAP: V-1KY/34 DWG NO					

#### KENTUCKY TRANSPORTATION CABINET Department of Highways Permits Branch

PERMIT NO. \_\_\_\_\_ **ENCROACHMENT PERMIT** Released Date \_ PROJECT IDENTIFICATION: APPLICANT IDENTIFICATION: ☐ Full ACCESS CONTROL: 

By Permit ☐ Partial Columbia Gas Of Kentucky, Inc. NAME: 1-75 PRIORITY ROUTE NO: COUNTY: Scott CONTACT PERSON: Mark McCullough MILEPOINT: 129.199 +/ X-ing ☐ Left ☐ Right ADDRESS: 2001 Mercer Road □ Design Const. ☐ Maint. PROJECT STATUS: Lexington CITY: PROJECT # STATE: ZIP CODE: 40512 Kentucky PROJECT # FEDERAL: STATE: ROAD/STREET NAME: 1-75 PHONE: area code (\_859\_) 288-0248 ATTACHMENTS: TYPE OF ENCROACHMENT:  $\square$  COMMERCIAL ENTRANCE - BUSINESS  $\_$ ☐ Standard Drawings (List on TC 99-21 under Misc.) PRIVATE ENTRANCE: Single Family Farm Applicant's Plans ☐ Highway Plan and Profile Sheets ☑ Underground □ Overhead ☐ TC 99-3 (Ponding Encroachment Specs. and Conditions) ☑ UTILITY: Landscape on ☐ TC 99-4 (Rest Area Usage Specs. and Conditions) ☐ Fill ☐ GRADE: R/W ☐ TC 99-5 (Tree Cutting/Trimming Specs. and Conditions) ☐ Agreement ☐ Lease ☐ AIRSPACE: ☐ TC 99-6 (Chemical Use of Specs. and Conditions) ☐ OTHER: (Specify) ☑ TC 99-10 (Typical Highway Boring Crossing Detail) ☐ TC 99-12 (Overhead Utility Encroachment Diagram) ☑ TC 99-13 (Surface Restoration Methods) ☐ TC 99-21 (Encroachment Permit General Notes and Specs.) ☐ TC 99-22 (Agreement for Services to be Performed) ☐ Cash TYPE OF INDEMNITY: ⊠ Bond ☐ TC 99-23 (Mass Transit Shelter Specs. and Conditions) ☑ SELF-INSURED AMOUNT ENCUMBERED \$ \_\_\_\_\_\_ ☐ Other Attachments (Specify): ☐ OTHER -NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE: INDEMNITY: The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements, an indemnity in the amount of \$\\$500,000.00 the Department. It shall be the responsibility of the applicant or permitee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways. BRIEF DESCRIPTION OF WORK TO BE DONE. Columbia Gas Of Ky. has attached plans proposing to install 300 feet of 12 inch steel gas line on State ROW crossing Interstate 75 at Station 240+61, approximately 3,000 feet south of the I-75/Delaplain Road intersection. the proposed gas main will be installed by boring and with casing across I-75. (see attached plans)

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE. It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

□ does

Applicant

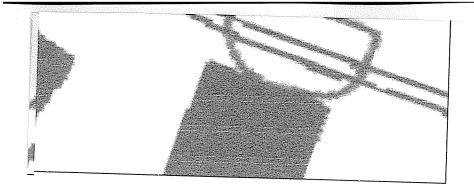
IMPORTANT (PLEASE READ):

intend to apply for excess R/W.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

Installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the facilities and/or provide and bear he expenses for signs, so unlikely make, or other comerctive measures researably desired no essarably the Department of a set forth in the Department's Permit Manual willful in a resociation long the of time after receipt of written notice regarding such adjustment, relocations, additions, relocations and the permit Manual willful in a resociation long that of the permittee and of the Department in accordance with Department policy then in force as sol forth in the Traffic Manual. Any modifications to the permittee's entrance necessary to accommodate equipalization (including necessary seasoments) on private property) shall be the responsibility of the permittice, at no expense to accommodate equipalization (including necessary seasoments) on private property) shall be the responsibility of the permittice, at no expense to accommodate equipalization (including necessary seasoments) on private property) shall be the responsibility of the permittice, at no expense to accommodate equipalization (including necessary seasoments) on private property shall be the responsibility of the permittice and considerably the permittice and the permittice of the expense of of the e	2.	of the issuance of this permit which is made a part hereof by reference.  Permittee agrees that if the Department determines that vehicular capacity deficiencies.	s or ever canacity conditions develop as a regult of the	he T
Date Date Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by faw.  A plan prepared by and dated is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities in accordance with any amintar rights or permits heretofore granted to any other party except as continuous to the issuance of the permit to construct and maintain such facilities in accordance with a said phin, and the permittee shall not use the facilities authorized under in any manner contains to that prescribed by this permit and plan. Normal usings and routine maintenance only are buthorized under this permit.  Fermittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.  Permittee shall call films of mode when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmiess the Department from all liability, claims, and demands arising out of two understalen by the permittee porturant to this permit, due to any replicant act or onisotation by the permittee is search, as against, semployees, or contradors. This provision shall not incur to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indeeminy did not exist.  Upon a violation of any of the provisione of this permit, the Department may revoke the permittee by private permittee. It is successor and assigns that it is permittee to the reprovision shall be charged to the permittee, and the right-of-way restored the Depar	2.	installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by Permit Manual within a reasonable length of time after receipt of written notice regardity modifications, and/or corrective measures, such time to be specified in the notice. In determined by the Department, the costs for signal equipment and installation(s) shall accordance with Department policy then in force as set forth in the Traffic Manual. An accommodate signalization (including necessary easement(s) on private property) shall accordance with Department policy then in force as set forth in the Traffic Manual.	ne facilities and/or provide and bear the expenses for the Department and as set forth in the Department's ng such adjustments, relocation, additions, cases where traffic signals are permitted or required, be borne by the permittee and/or the Department in y modifications to the permittee's entrance necessar	E M P P T T Y to T
4. Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.  A plan prepared by  Is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities in his permit is glain, and the permittee shall not use the facilities authorized inder this permit is option, and the permittee shall not use the facilities authorized under this permit.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is reade a part hereof by reference.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is reade a part hereof by reference.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is reade a part hereof by reference.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is reade a part hereof by reference.  Permittee shall call times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all idability, dalms, and demands arising out of work undertaken by the permittee presented by the permittee in the provision shall not increase the permittee in the provision of the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if the right to indemnity did not exist.  Upon a violation of any of the provisions of this permit, the Department may revoke the permittee, its servants, agents, employed of the permittee in writing to remove from the right to indemnity any	3.		hout written consent of the said owner as hereto: "I(v	L
to any other party except as otherwise provided by law.  A plan prepared by		Date (This does not apply to utilities which serve	the general public.)	T E
is attached hereto and made a part hereof, which describes the facilities to be constructed by the permittee for which facilities this permit is granted. The permittee grapes as a condition to the issuance of the permit to construct and maintain such facilities and ordinary and the permittee shall not use the facilities authorized berein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.  6. Permittee shall compty with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is mode a path hereof by reference.  7. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee uprusant to this permit, due to any negliguent act or mission by the permittee, its sevents, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.  8. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way restored the Department may revoke the permittee, and the region of the remove from the right-of-way restored the Department may revoke the permittee and the region of the removed, and the right-of-way restored the Department may revoke the permittee and the region of the removed from the right-of-way restored the Department may revoke the permittee and the right-of-way restored the Department may revoke the permittee and the right-of-way restored to the permittee of the right-of-way restored to the right-of-way restored to the right-of-way restored to the right-of-way resto	4.	Any permit granted hereunder shall be with the full understanding that it shall not inter to any other party except as otherwise provided by law.	fere with any similar rights or permits heretofore grar	-
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which is made a part fereof by reference.  Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inver to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.  Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not as removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the permittee.  Premittee, his successors and assigns shall use the encroachment premises in compliance with all Faderal requirements imposed pursuant to the provisions of the Title V10 the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.  Permittee agrees that in the event its should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department may revoke this permit and require removal or relocated hor, prevailed by law to pay any or all the same.  The permittee understands and agrees that this permit its personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bo		granted. The permittee agrees as a condition to the issuance of the permit to constru- plan, and the permittee shall not use the facilities authorized herein in any manner co	ct and maintain such facilities in accordance with said	d
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by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department may require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.  11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)  12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with	9.	pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000)	0-1) and regulations of the U.S. Department of	E S A
the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)  12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project.  13. This permit does not alleviate any requirements of any other government agency.  14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.  ANY ATTEMPT TO ALTER THIS FORM CONSITUTES A VOID PERMIT.  THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SFORTH HEREIN.  Manuary 1st, 20 06 July 1st, 20 April 20, 2005  Completion Date Date Signature  RECOMMENDED FOR APPROVAL  Title Signature Chief District Engineer Date  PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.	10.	by this permit to be removed or relocated in connection with the reconstruction, relocated Department may revoke this permit and require removal or relocation by the permittee	ion, or improvement of the abutting highway, the at his own expense according and pursuant to the	ered V O I
Contact with prime contractor on the project.  13. This permit does not alleviate any requirements of any other government agency.  14. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.  ANY ATTEMPT TO ALTER THIS FORM CONSITUTES A VOID PERMIT.  THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SERVICE FORTH HEREIN.  Manuary 1st, 20 06 July 1st, 20 April 20, 2005  Completion Date Date Signature  RECOMMENDED FOR APPROVAL  Title Signature Chief District Engineer Date  PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.	11.	the written approval of the Department that he is bound by the provisions of this permit	as long as the encroachment exists unless a written	ut P E
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ANY ATTEMPT TO ALTER THIS FORM CONSITUTES A VOID PERMIT.  THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SERVICE.  Signature Signature  Title Signature Chief District Engineer Date  PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.	13.	This permit does not alleviate any requirements of any other government agency.		Т.
THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS SECTION FORTH HEREIN.    Signature	14.	this permit.		of
Completion Date Date Signature  RECOMMENDED FOR APPROVAL  Title Signature Chief District Engineer Date  PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.	TH FC	IE UNDERSIGNED APPLICANT (being duly authorized representative/owner		NDITIONS SET
RECOMMENDED FOR APPROVAL  Title Signature Chief District Engineer Date  PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.	⊠.		Signature	
PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.	RE	ECOMMENDED FOR APPROVAL	<u> </u>	
				Date
	PR	RIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING F.	ACILITY.	
Installed By: Title Signature Date	Ins	stalled By:	0	

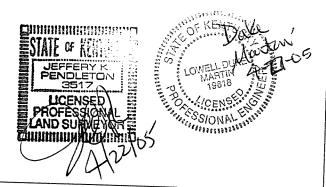


\_HOROUGHLY COMPACTED.

COMPLETING WORK.

FETY OF THE TRAVELING FURRENT EDITION OF THE

PS, AND DITCH LINES AND



1 W 42 12

PLAN SHOWING THE LOCATION OF

PROPOSED NATURAL GAS PIPELINE FACILITIES IN CONJUNCTION WITH:

DE LINE EXTENSION PROJECT (PROPOSED 1-75 CROSSING)

· CEODOTOWN	
: GEORGTOWN	ENGINEER: DUKE MARTIN
COTT	TECHNICIAN: DUKE MARTIN
30011	CHECKED BY:
CII 0005	FIELD BOOK/PAGE No.:
CH 2005	PS&I JOB ORDER NO.:
No.1 OF 1	DDAMINIO
	DRAWING No.

# KENTUCKY TRANSPORTATION CABINET Department of Highways Permits Branch

**ENCROACHMENT PERMIT** 

Released Date

TC 99-1E Rev. 10/01

PERMIT NO.

APPLICANT IDENTIFICATION:	PROJECT IDENTIFICATION:	
NAME: Columbia Gas Of Kentucky, Inc.	ACCESS CONTROL: September 1 Partial Full Follows: Scott PRIORITY POUTE NO. US 460	
CONTACT PERSON: Mark McCullough	COUNTY PRIORITY ROUTE NO	
ADDRESS: 2001 Mercer Road	MILEPOINT: 8.583 +/- ☐ Left ☐ Right ☒ X-ing	
CITY: Lexington	PROJECT STATUS: ☐ Maint. ☒ Const. ☐ Design	
STATE: Kentucky ZIP CODE: 40512	PROJECT # EEDERAL:	
PHONE: area code ( 859 ) 288-0248	PROJECT # FEDERAL: US 460	
FRONE. area code ()		
TYPE OF ENCROACHMENT:	ATTACHMENTS:	
COMMERCIAL ENTRANCE - BUSINESS	Standard Drawings (List on TC 99-21 under Misc.)	
☐ PRIVATE ENTRANCE: ☐ Single Family ☐ Farm	Applicant's Plans	
☐ UTILITY: ☐ Overhead ☐ Underground	☐ Highway Plan and Profile Sheets	
☐ GRADE: ☐ Fill ☐ Landscape on	TC 99-3 (Ponding Encroachment Specs. and Conditions)	
R/W  AIRSPACE:  Agreement  Lease	☐ TC 99-4 (Rest Area Usage Specs. and Conditions) ☐ TC 99-5 (Tree Cutting/Trimming Specs. and Conditions)	
☐ OTHER: (Specify)	☐ TC 99-6 (Chemical Use of Specs. and Conditions)	
	☑ TC 99-10 (Typical Highway Boring Crossing Detail)	
	TC 99-12 (Overhead Utility Encroachment Diagram)	
	<ul><li>X TC 99-13 (Surface Restoration Methods)</li><li>D TC 99-21 (Encroachment Permit General Notes and Specs.)</li></ul>	
TYPE OF INDEMNITY: ☒ Bond ☐ Cash	☐ TC 99-22 (Agreement for Services to be Performed)	
SELF-INSURED AMOUNT ENCUMBERED \$	☐ TC 99-23 (Mass Transit Shelter Specs. and Conditions)	
□ OTHER	Other Attachments (Specify):	
NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR		
SELF-INSURED REPRESENTATIVE:		
INDEMNITY: The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of confor-		
mance with the Department's Encroachment Permit requirements, a	n indemnity in the amount of \$ \$500,000.00 as determined by	
the Department. It shall be the responsibility of the applicant or perm	nitee, his heirs and assignees to keep all indemnities in full force until	
construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of		
Highways.		
BRIEF DESCRIPTION OF WORK TO BE DONE.		
Columbia Gas Of Ky. has attached plans proposing to install 1,620 feet of 12 inch steel gas main on State ROW crossing and adjacent to US 460. Beginning at the intersection of US 460 and US 62, near Georgetown, Ky. Approximately seventy feet (70) will be installed		
by boring (with casing) under US 460, and the remaining 1550 feet will be open cut in grass ROW and in ditch, (see attached plans)		
IMPORTANT (DI FACE DEAD).	1 does not intend to apply for excess PAM	
IMPORTANT (PLEASE READ): Applicant □ does ☑	does not intend to apply for excess R/W.	

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. **FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE.** It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

The permittee shall comply with and is bound by the requirements of the Department's Permitta Manual as revised to and in effect on the dute of the issuance of this permit which is made a part hereod by reference.  Permittee agent but if the Department determines that whe vicinals' cappedly defidencies or over capacity conditions develop as a result of the issualisation and use of this facility, the permittee shall adapts, including, or exceeding the facilities and/or provide and bear the exponence for the state of the permittee of the permittee, additions, modifications, and/or corrective measures, such that to be specified in the notice. In cases when staffic signals are permitted or required, as occument to the Department. Or the Department, the beat notice as set of the permittee, and the permittee of the permittee. This applies only to Eritance Permitte or the Teach of the permittee of the permittee of the permittee. If the applies only to Eritance Permittee or the permittee of the permittee of the permittee. All not introduce the permittee of the permittee of the permittee of the permittee. The permittee of the permittee	Γhe ∣	permittee agrees to the following terms and conditions	:		Y
installation and use of this facility, the permittee shall adjust, relocate, or reconstruct the facilities and/or provide and bear the expenses for signs, auxiliary lanes, or chief accretive missauries resonably determined modes and provided in the Department's and a provided in the Company of the Company	١.			tment's Permits Manual as revised to and in effect on the	
Date	2.	installation and use of this facility, the permittee shall signs, auxiliary lanes, or other corrective measures or Permit Manual within a reasonable length of time after modifications, and/or corrective measures, such time determined by the Department, the costs for signal e accordance with Department policy then in force as a accommodate signalization (including necessary eas	adjust, relocate, or reconseasonably deemed necesser receipt of written notice to be specified in the noticular and installation(set forth in the Traffic Manuement(s) on private prope	struct the facilities and/or provide and bear the expenses for sary by the Department and as set forth in the Department regarding such adjustments, relocation, additions, ce. In cases where traffic signals are permitted or required s) shall be borne by the permittee and/or the Department in tal. Any modifications to the permittee's entrance necesses.	the T or E or M P d, as T n ary to T
Any permit granted hereunder shall be with the full understanding that it shall not interfere with any similar rights or permits heretofore granted to any other party except as otherwise provided by law.  A plan prepared by statisticated hereto and made a part hereof, which describes the facilities to be constituted by the permitse for which facilities the parmit is granted hereto and made a part hereof, which describes the facilities to be constituted by the permitse for which facilities in the parmit is organized by the permitse for which facilities in the parmit is organized and the permitse of the facilities and horse of the parmit to construct the facilities and the permitse of the permit and plan. Normal usage and routine maintenance only are authorized under this permit which is made a part hereof by reference.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.  Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee, the permit by the permittee permittee permittee programs and the permittee of any shird party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indennity did not exist.  Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way restored the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way restored the Department may revoke the permit by giving notice to the permittee of the	3.		ge rights of an abutting ow	rner without written consent of the said owner as hereto: "I	(we) A L T
to any other party except as otherwise provided by law.  A plan prepared by		Date (This does	s not apply to utilities which	n serve the general public.)	E
is attached horeto and made a part hereof, which describes the facilities to be constructed by the permittee or for which facilities this permit is granted. The permittee spees as a condition to the issuance of the permit to construct and maintain such facilities permit and plan, and the permittee shall not use the facilities authorized herein in any manner contrary to that prescribed by this permit and plan. Normal usage and routine maintenance only are authorized under this permit.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.  Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to and in effect on the date of the issuance of this permit which is made a part hereof by reference.  Permittee pursuant to this permit, due to any rendle permittee the permittee is several, agents, employees, or contractors. This provision shall not linure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.  Upon a vidation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way my facilities placed thereon within a reasonable time as set forth in the notice, and in the rotices and in event shall be charged to the permittee, is severally and the costs thereof shall be charged to the permittee.  The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Tile Vi of the Civil Rights Act of 1984 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportatio	٠.			ot interfere with any similar rights or permits heretofore gra	т
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which is made a part hereof by reference.  7. Permittee shall at all times from date when work is first commenced and until such time as all facilities are removed from the right-of-way premise, defend, protect, and save harmless the Department from all liability, daims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any children or pore prevail to the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any children or pore prevail to the permittee by the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may causes same to be removed, and the costs thereof shall be charged to the permittee.  9. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the CWI Rights Act of 1984 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Pert 21, and as said regulations may be amended.  10. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abuting highway, the Department that permit and provised in Paragraph 8 above except in those cases where the Department this is own expenses according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.  11. The permittee understands and agrees that this permit will be permittee to make pe	••	is attached hereto and made a part hereof, which de granted. The permittee agrees as a condition to the plan, and the permittee shall not use the facilities au	escribes the facilities to be issuance of the permit to o thorized herein in any mar	constructed by the permittee for which facilities this permit construct and maintain such facilities in accordance with sa	aid
premise, defend, protect, and save harmless the Department from all liability, claims, and demands arising out of work undertaken by the permittee pursuant to this permit, due to any negligent act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party or operate to enlarge any liability of the Department beyond that existing at common law if this right to indemnity did not exist.  1. Upon a violation of any of the provisions of this permit, the Department may revoke the permit by giving notice to the permittee in writing to remove from the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way any facilities placed thereon within a reasonable time as set forth in the notice, and in the event said facilities are not so removed, and the right-of-way restored the Department may cause same to be removed, and the costs thereof shall be charged to the permittee.  2. The permittee, his successors and assigns shall use the encroachment premises in compliance with all Federal requirements imposed pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000-1) and regulations of the U.S. Department of Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be amended.  10. Permittee agrees that in the event it should become necessary, as may be reasonably determined by the Department, for the facilities covered by this permit to be removed or elocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department the vortex provided in Paragraph 6 above except in those cases where the Department is required by law to pay any or all the same.  11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Departme	<b>3</b> .		raffic Control Devices as r	evised to and in effect on the date of the issuance of this p	
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by this permit to be removed or relocated in connection with the reconstruction, relocation, or improvement of the abutting highway, the Department may revoke this permit and require removal or relocation by the permittee at his own expense according and pursuant to the procedures provided in Paragraph 8 above except in those cases where the Department is required by law to pay any or all the same.  11. The permittee understands and agrees that this permit is personal to the permittee and shall not inure to his successors and assigns without the written approval of the Department that he is bound by the provisions of this permit as long as the encroachment exists unless a written release has been obtained from the Department. (Does not apply to utilities serving the general public.)  12. If the work authorized by this permit is on a project in the construction phase, it shall be the responsibility of the permittee to make personal contact with	9.	pursuant to the provisions of the Title VI of the Civil F	Rights Act of 1964 (42 U.S.	C. 2000-1) and regulations of the U.S. Department of	E S A
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Resident Engineer on the project to coordinate the permitted work with the State's prime contractor on the project.  3. This permit does not alleviate any requirements of any other government agency.  4. Permittee agrees to keep the priority route in which this permit was issued clear of dirt, mud, and debris during construction and for the life of this permit.  ANY ATTEMPT TO ALTER THIS FORM CONSITUTES A VOID PERMIT.  THE UNDERSIGNED APPLICANT (being duly authorized representative/owner) DOES AGREE TO ALL TERMS AND CONDITIONS FORTH HEREIN.  Manuary 1st, 20 06 July 1st, 20 April 20, 2005  Completion Date Date Signature  RECOMMENDED FOR APPROVAL  Title Signature Chief District Engineer Date  PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.  Installed By:  Title Signature Date	1.	the written approval of the Department that he is bou	nd by the provisions of this	s permit as long as the encroachment exists unless a writt	nout P
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Title Signature Chief District Engineer Date  PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.  Installed By:  Title Signature Date		Completion Date	Date	Signature	
PRIVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FACILITY.  Installed By:  Title Signature Date	RE	ECOMMENDED FOR APPROVAL			
Installed By:		Title	Signature	Chief District Engineer	Date
Title Signature Date	PF	RIVATE ENTRANCE: TO BE COMPLETED BY			
Title Signature Date	Ins	stalled By:			
ANY ATTEMPT TO ALTER THIS FORM CONSITUTES A VOID PERMIT.		Title		_	Date

Permit No.

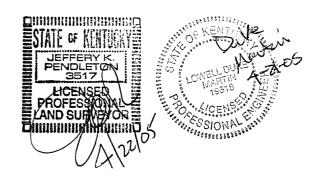
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OMPACTED.

WORK.

TRAVELING ON OF THE

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3/ 1/

PLAN SHOWING THE LOCATION OF

PROPOSED NATURAL GAS PIPELINE FACILITIES IN CONJUNCTION WITH:

DE LINE EXTENSION PROJECT
(PORTION IN US 460 PUBLIC RIGHT-OF-WAY)

CITY/TOWN: GEORGTOWN	ENGINEER: DUKE MARTIN
TOWNSHIP:	TECHNICIAN: DUKE MARTIN
COUNTY: SCOTT	CHECKED BY:
MAPS:	FIELD BOOK/PAGE No.:
DATE: MARCH 2005	PS&I JOB ORDER NO.:
SHEET No.1 OF 1	DRAWING No.

#### TC 99-1E Rev. 10/01

#### KENTUCKY TRANSPORTATION CABINET Department of Highways Permits Branch

PERMIT NO. \_ **ENCROACHMENT PERMIT** Released Date \_\_\_ PROJECT IDENTIFICATION: APPLICANT IDENTIFICATION: ☐ Full □ Partial ACCESS CONTROL: Columbia Gas Of Kentucky, Inc. **KY 32** NAME: COUNTY: Scott PRIORITY ROUTE NO: CONTACT PERSON: Mark McCullough MILEPOINT: 1.675 +/-X-ing □ Right ☐ Left ADDRESS: 2001 Mercer Road □ Design ☐ Maint. PROJECT STATUS: Lexington PROJECT # STATE: CITY: ZIP CODE: 40512 PROJECT # FEDERAL: Kentucky STATE: ROAD/STREET NAME: North Connector PHONE: area code ( 859 288-0248 ATTACHMENTS: TYPE OF ENCROACHMENT: ☐ COMMERCIAL ENTRANCE - BUSINESS \_ ☐ Standard Drawings (List on TC 99-21 under Misc.) □ PRIVATE ENTRANCE: □ Single Family □ Farm ☐ Highway Plan and Profile Sheets Overhead ☐ TC 99-3 (Ponding Encroachment Specs. and Conditions) ☑ UTILITY: Landscape on ☐ TC 99-4 (Rest Area Usage Specs. and Conditions) ☐ Fill ☐ GRADE: R/W ☐ TC 99-5 (Tree Cutting/Trimming Specs. and Conditions) Lease Agreement ☐ AIRSPACE: ☐ TC 99-6 (Chemical Use of Specs. and Conditions) ☐ TC 99-10 (Typical Highway Boring Crossing Detail) ☐ OTHER: (Specify) ☐ TC 99-12 (Overhead Utility Encroachment Diagram) ☐ TC 99-13 (Surface Restoration Methods) ☐ TC 99-21 (Encroachment Permit General Notes and Specs.) ☐ TC 99-22 (Agreement for Services to be Performed) ☐ Cash TYPE OF INDEMNITY: ⊠ Bond ☐ TC 99-23 (Mass Transit Shelter Specs. and Conditions) ○ Other Attachments (Specify): □ OTHER -NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE: INDEMNITY: The applicant, in order to secure this obligation, has deposited with the Transportation Cabinet as a guarantee of conformance with the Department's Encroachment Permit requirements, an indemnity in the amount of \$ \$500,000.00 the Department. It shall be the responsibility of the applicant or permitee, his heirs and assignees to keep all indemnities in full force until construction or reconstruction has been completed and duly accepted by an authorized agent of the Transportation Cabinet, Department of Highways. BRIEF DESCRIPTION OF WORK TO BE DONE. Columbia Gas Of Ky. has attached plans proposing to install 150 feet of 12" steel gas main and 150 feet of 18" casing under bridge crossing Norfolk-Southern Railroad on North Connector (KY32) in Georgetown(Scott County). This crossing will be on State ROW under the bridge. See attached plans.

IMPORTANT (PLEASE READ): When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE. It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

□ does

Applicant

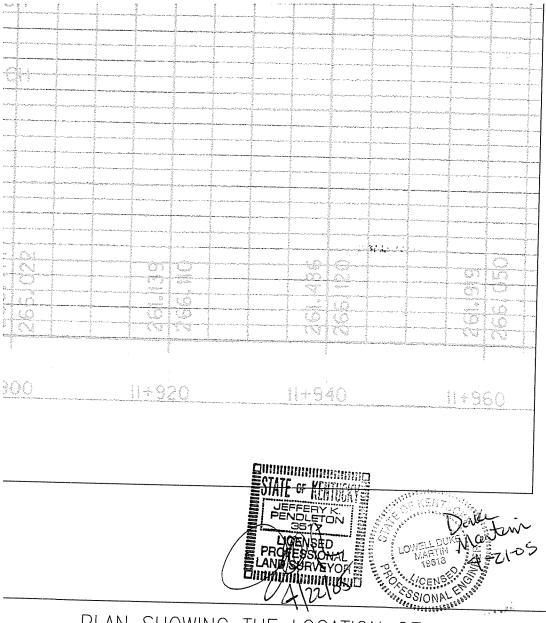
intend to apply for excess R/W.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

	ANY ATTEMPT TO ALTER THIS FORM	Signature CONSITUTES A VOID PERMIT.	Date
Ins	talled By:		
r	IVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLIN	G FACILITY.	
	Title Signature	Chief District Engineer D	)ate
RE	COMMENDED FOR APPROVAL		
	Completion Date Date	Signature	
$\boxtimes$	January 1st, 20 01		
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FC	IE UNDERSIGNED APPLICANT (being duly authorized representative/o	wner) DOES AGREE TO ALL TERMS AND COND	ITIONS SET
71	ANY ATTEMPT TO ALTER THIS FORM	CONSITUTES A VOID PERMIT.	
4.	Permittee agrees to keep the priority route in which this permit was issued clear of this permit.		
	This permit does not alleviate any requirements of any other government agency.		
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	contact with Resident Engineer on prime contractor on the project.	the project to coordinate the permitted work with the State's	M
12.	If the work authorized by this permit is on a project in the construction phase, it sha	all be the responsibility of the permittee to make personal	E R
	the written approval of the Department that he is bound by the provisions of this perelease has been obtained from the Department. (Does not apply to utilities serving)	armit on long on the engage character and a state and	P
11.	The permittee understands and agrees that this permit is personal to the permittee	e and shall not inure to his successors and assigns without	D
	procedures provided in Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in those cases where the Department of the Paragraph 8 above except in the Paragraph 8	rtment is required by law to pay any or all the same.	0 I
	Department may revoke this permit and require removal or relocation by the permit	location, or improvement of the abutting highway, the	V
10.	Permittee agrees that in the event it should become necessary, as may be reason	ably determined by the Department for the facilities	A
	pursuant to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may	2000-1) and regulations of the LLS. Deportment of	S
9.	The permittee, his successors and assigns shall use the encroachment premises	in compliance with all Federal requirements imposed	T E
	not so removed, and the right-of-way restored the Department may cause same to permittee.	be removed, and the costs thereof shall be charged to the	U
8.	Upon a violation of any of the provisions of this permit, the Department may revok remove from the right-of-way any facilities placed thereon within a reasonable time not so removed and the right of the provisions of the Power terms of the P	e as set forth in the notice, and in the event sold facilities are	1
ρ	law it this right to indemnity did not exist.		S T
	permittee pursuant to this permit, due to any negligent act or omission by the perr provision shall not inure to the benefit of any third party or operate to enlarge any	nittee its servents agents amplevage or contractors. This	O N
7.	Permittee shall at all times from date when work is first commenced and until sucl premise, defend, protect, and save harmless the Department from all liability, clai	me, and domande origina out of work undertaken to utili-	C
7	which is made a part hereof by fereferice.		M
6.	Permittee shall comply with the Manual on Uniform Traffic Control Devices as rev	ised to and in effect on the date of the issuance of this nermi	0
	plan, and the permittee shall not use the facilities authorized herein in any mann usage and routine maintenance only are authorized under this permit.	er contrary to that prescribed by this permit and plan. Norma	F
	is attached hereto and made a part hereof, which describes the facilities to be or granted. The permittee agrees as a condition to the issuance of the permit to condition to the issuance of the permit to condition to the issuance of the permit to condition.	onstructed by the permittee for which facilities this permit is	l S
5.	A plan prepared by	and dated	T H
4.	Any permit granted hereunder shall be with the full understanding that it shall not to any other party except as otherwise provided by law.	interfere with any similar rights or permits heretofore granted	
	Date (This does not apply to utilities which s	- · · · · ·	E
	consent to the granting of attached permit."		Ĺ
3.	The said encroachment will not infringe on the frontage rights of an abutting own	er without written consent of the said owner as hereto: "I(we)	
	Permit Manual within a reasonable length of time after receipt of written notice re modifications, and/or corrective measures, such time to be specified in the notice determined by the Department, the costs for signal equipment and installation(s) accordance with Department policy then in force as set forth in the Traffic Manua accommodate signalization (including necessary easement(s) on private propert the Department. (This applies only to Entrance Permits.)	garding such adjustments, relocation, additions, . In cases where traffic signals are permitted or required, as shall be borne by the permittee and/or the Department in  I have modifications to the permittee's extract present the	P T
2.	Permittee agrees that if the Department determines that vehicular capacity defici installation and use of this facility, the permittee shall adjust, relocate, or reconstruings, auxiliary lanes, or other corrective measures reasonably deemed necessary.	ruct the facilities and/or provide and bear the expenses for	т Е М
1.	The permittee shall comply with and is bound by the requirements of the Departr of the issuance of this permit which is made a part hereof by reference.	nent's Permits Manual as revised to and in effect on the date	A T
111	e permittee agrees to the following terms and conditions:		N Y

Permit No.



PLAN SHOWING THE LOCATION OF

PROPOSED NATURAL GAS PIPELINE FACILITIES IN CONJUNCTION WITH:

DE LINE EXTENSION PROJECT
NORTH CONNECTOR BRIDGE CROSSING

WIL OFODOTOWAL		
VN: GEORGTOWN	ENGINEER: DUKE MARTIN	
P:	TECHNICIAN: DUKE MARTIN	
SCOTT	CHECKED BY:	
	FIELD BOOK/PAGE No.:	
ARCH 2005	PS&I JOB ORDER NO.:	
No.1 OF 1	DRAWING No.	

#### TC 99-1E Rev. 10/01

### KENTUCKY TRANSPORTATION CABINET Department of Highways

Department Permits	of Highways Branch
Released Date ENCROACHN	MENT PERMIT PERMIT NO
APPLICANT IDENTIFICATION:  NAME: Columbia Gas Of Kentucky, Inc.  CONTACT PERSON: Mark McCullough  ADDRESS: 2001 Mercer Road  CITY: Lexington  STATE: Kentucky ZIP CODE: 40512  PHONE: area code (859) 288-0248	PROJECT IDENTIFICATION:  ACCESS CONTROL:
TYPE OF ENCROACHMENT:  □ COMMERCIAL ENTRANCE - BUSINESS  □ PRIVATE ENTRANCE: □ Single Family □ Farm  ☑ UTILITY: □ Overhead ☑ Underground  □ GRADE: □ Fill □ Landscape on R/W □ AIRSPACE: □ Agreement □ Lease  □ OTHER: (Specify)  TYPE OF INDEMNITY: ☒ Bond □ Cash ☒ SELF-INSURED AMOUNT ENCUMBERED \$ □ OTHER □  NAME AND ADDRESS OF LOCAL INSURANCE AGENCY OR SELF-INSURED REPRESENTATIVE:	ATTACHMENTS:  □ Standard Drawings (List on TC 99-21 under Misc.)  □ Applicant's Plans □ Highway Plan and Profile Sheets □ TC 99-3 (Ponding Encroachment Specs. and Conditions) □ TC 99-4 (Rest Area Usage Specs. and Conditions) □ TC 99-5 (Tree Cutting/Trimming Specs. and Conditions) □ TC 99-6 (Chemical Use of Specs. and Conditions) □ TC 99-10 (Typical Highway Boring Crossing Detail) □ TC 99-12 (Overhead Utility Encroachment Diagram) □ TC 99-13 (Surface Restoration Methods) □ TC 99-21 (Encroachment Permit General Notes and Specs.) □ TC 99-22 (Agreement for Services to be Performed) □ TC 99-23 (Mass Transit Shelter Specs. and Conditions) □ Other Attachments (Specify):
mance with the Department's Encroachment Permit requirements, the Department. It shall be the responsibility of the applicant or per construction or reconstruction has been completed and duly accept Highways.  BRIEF DESCRIPTION OF WORK TO BE DONE.	deposited with the Transportation Cabinet as a guarantee of conforan indemnity in the amount of \$\frac{\$500,000.00}{\$500,000.00}\$ as determined by mitee, his heirs and assignees to keep all indemnities in full force until ed by an authorized agent of the Transportation Cabinet, Department of 5 feet of 12 inch steel gas main on State ROW crossing and adjacent will be installed by boring (with casing) under US 25, and the remainer

When the work is completed in accordance with the terms of this encroachment permit, your indemnity will be released. However, the permit is effective until revoked by the Transportation Cabinet and the terms on the permit accompanying permit documents and drawings remain in effect as long as the encroachment exists. FUTURE MAINTENANCE OF THE ENCROACHMENT IS THE RESPONSIBILITY OF THE PERMITEE. It is important that you understand the requirements of this encroachment permit application and accompanying documents. If you have not done so, it is suggested that you review these documents and place the permit package in a safe place for future reference.

□ does

Applicant

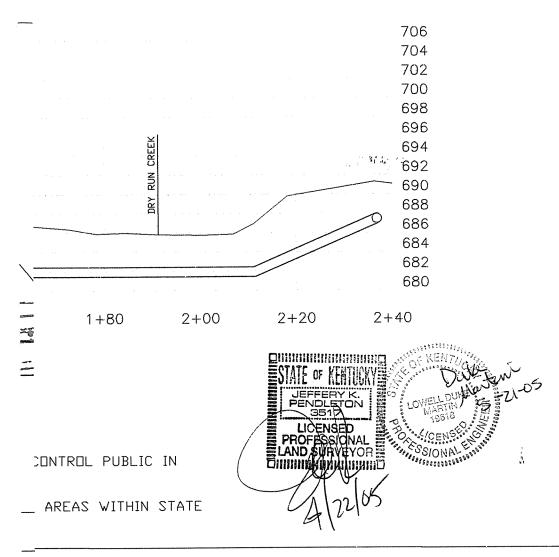
IMPORTANT (PLEASE READ):

intend to apply for excess R/W.

A copy of this permit and all documents shall be given to your contractor and shall be readily available at the work site for the encroachment permit inspector to review at all times. Failure to meet this requirement may result in cancellation of this permit.

IN THE EVENT THIS APPLICATION IS APPROVED, THIS DOCUMENT SHALL CONSTITUTE A PERMIT FOR THE APPLICANT TO USE THE RIGHT-OF-WAY, BUT ONLY IN THE MANNER AUTHORIZED BY THIS DOCUMENT AND REGULATIONS OF THE DEPARTMENT AND THE DRAWINGS, PLANS, ATTACHMENTS, AND OTHER PERTINENT DATA ATTACHED HERETO AND MADE A PART HEREOF.

	ANY ATTEMPT TO ALTER THIS FORM CO	Signature Dai NSITUTES A VOID PERMIT.	ite
Ins	talled By:		
PF	IVATE ENTRANCE: TO BE COMPLETED BY PERSONNEL INSTALLING FA	ACILITY.	
	Title Signature	Chief District Engineer Date	е
RE	COMMENDED FOR APPROVAL		
=	Completion Date Date	Signature	
XI.	January 1st, 20 06 ☐ July 1st, 20		
FC	RTH HEREIN.	, a z z z z z z z z z z z z z z z z z z	J.10 OL1
TH	E UNDERSIGNED APPLICANT (being duly authorized representative/owne		ONS SET
	this permit.  ANY ATTEMPT TO ALTER THIS FORM CO		
14.	Permittee agrees to keep the priority route in which this permit was issued clear of dirt,	mud, and debris during construction and for the life of	
13.	This permit does not alleviate any requirements of any other government agency.		1.
	prime contractor on the project.	socialists are permitted work with the otate's	I T.
12.	If the work authorized by this permit is on a project in the construction phase, it shall be contact with Resident Engineer on the p	the responsibility of the permittee to make personal roject to coordinate the permitted work with the State's	M
12	release has been obtained from the Department. (Does not apply to utilities serving the		E R
11,	the written approval of the Department that he is bound by the provisions of this permit	as long as the encroachment exists unless a written	Р
11.	The permittee understands and agrees that this permit is personal to the permittee and	• • • • •	D
	Department may revoke this permit and require removal or relocation by the permittee procedures provided in Paragraph 8 above except in those cases where the Departme	at his own expense according and pursuant to the	Ŏ
10.	Permittee agrees that in the event it should become necessary, as may be reasonably by this permit to be removed or relocated in connection with the reconstruction, relocated to the removed or relocated in connection with the reconstruction, relocated to the removed or relocated to the removed or relocated in connection with the reconstruction, relocated to the removed or removed or relocated to the removed or removed o	determined by the Department, for the facilities covered	V
	Transportation as set forth in Title 49 C.F.R., Part 21, and as said regulations may be a	mended.	Α
9.	The permittee, his successors and assigns shall use the encroachment premises in concurrent to the provisions of the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000)	I-1) and regulations of the U.S. Department of	s
^	permittee.		T E
	remove from the right-of-way any facilities placed thereon within a reasonable time as not so removed, and the right-of-way restored the Department may cause same to be promitted.	removed, and the costs thereof shall be charged to the	T U
8.	Upon a violation of any of the provisions of this permit, the Department may revoke the	permit by giving notice to the permittee in writing to	Í
	law if this right to indemnity did not exist.	, and a second s	S T
	permittee pursuant to this permit, due to any negligent act or omission by the permittee provision shall not inure to the benefit of any third party or operate to enlarge any liabili	e, its servants, agents, employees, or contractors. This	N
7.	Permittee shall at all times from date when work is first commenced and until such time premise, defend, protect, and save harmless the Department from all liability, claims, a	nd demands arising out of work undertaken by the	C
7	which is made a part hereof by reference.		M
6.	Permittee shall comply with the Manual on Uniform Traffic Control Devices as revised to	to and in effect on the date of the issuance of this permit	O R
	plan, and the permittee shall not use the facilities authorized herein in any manner con usage and routine maintenance only are authorized under this permit.	ntrary to that prescribed by this permit and plan. Normal	F
	is attached hereto and made a part hereof, which describes the facilities to be construgranted. The permittee agrees as a condition to the issuance of the permit to construct	ct and maintain such facilities in accordance with said	s
5.	A plan prepared by	and dated	H
	to any other party except as otherwise provided by law.	, Julia en permita instantia gialitad	Т
4.	Any permit granted hereunder shall be with the full understanding that it shall not interf	- ' '	E R
	Date (This does not apply to utilities which serve	the general public )	Ţ
3.	The said encroachment will not infringe on the frontage rights of an abutting owner with consent to the granting of attached permit."	hout written consent of the said owner as hereto: "I(we)	A L
2	accommodate signalization (including necessary easement(s) on private property) shat the Department. (This applies only to Entrance Permits.)		0
	determined by the Department, the costs for signal equipment and installation(s) shall accordance with Department policy then in force as set forth in the Traffic Manual. An	be borne by the permittee and/or the Department in y modifications to the permittee's entrance necessary to	T T
	Permit Manual within a reasonable length of time after receipt of written notice regarding modifications, and/or corrective measures, such time to be specified in the notice. In contract, and the notice is not to be specified in the notice.	ng such adjustments, relocation, additions,	Р
	installation and use of this facility, the permittee shall adjust, relocate, or reconstruct th signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by	e facilities and/or provide and bear the expenses for	E M
2.	Permittee agrees that if the Department determines that vehicular capacity deficiencie	s or over capacity conditions develop as a result of the	. T
1.	of the issuance of this permit which is made a part hereof by reference.		A
me	permittee agrees to the following terms and conditions:		Ÿ
The	posmittee agrees to the following terms and conditions:	Permit No.	A N



### PLAN SHOWING THE LOCATION OF

PROPOSED NATURAL GAS PIPELINE FACILITIES IN CONJUNCTION WITH:

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ıst

DE LINE EXTENSION PROJECT (PORTION IN KY 25 PUBLIC RIGHT-OF-WAY)

)WN: GEORGTOWN	ENGINEER: DUKE MARTIN
IP: TECHNICIAN: DUKE MARTIN	
C: SCOTT	CHECKED BY:
	FIELD BOOK/PAGE No.:
MARCH 2005	PS&I JOB ORDER NO.:
T No.1 OF 1	DRAWING No.