

Salyersville First Baptist Church

PO Box 616 Salyersville Ky. 41465

134 Dixie Ave.

Phone: 606-349-6276

Matthew W. Gullion

Pastor

October 7, 2009

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
P.O.Box 615
Frankfort, Kentucky 40602

RECEIVED

OCT 08 2009

PUBLIC SERVICE
COMMISSION

Re: Sigma Gas Corporation Complaint Case No. 2004-00018

Dear Mr. Deurouen,

Salyersville First Baptist Church request to be an intervenor in the above referenced case. We assume that we are the church that is listed in the case as the Dixie Church.

Please find attached the certified copy of the agreement between BTU Gas Company, INC. and the Salyersville First Baptist Church (Dixie Church).

Please contact me with any questions and/or comments at your convenience.

Respectfully submitted,



David L. Lykins,
Chairman of Trustees
Salyersville First Baptist Church
PO Box 616 Salyersville Ky. 41465
606-349-6276

Enclosure

Copy to: Church File

PERMANENT AND PERPETUAL RIGHT OF WAY EASEMENT

Comes now the Salyersville First Baptist Church whose address is Church Street; Salyersville, Kentucky, who shall hereinafter be referred to as First Party, and BTU Gas, a.k.a., Pam Williams, whose address is PO Box 707; Salyersville, Kentucky and physical address being HC 60 Oakley, Kentucky, who shall hereinafter be referred to as Second Party, do covenant and agree to the following terms and conditions, which represent a totality of said terms and conditions, agreeing as follows;

1. That First Party shall provide a permanent and perpetual right of way and easement to Second Party for a single line to transmit only natural gas across property of First Party, and that said line shall consist of a pipeline the size of a three (3) inch line or less and the material of said line shall be regulation pursuant to Kentucky Law and State Code, of which said property is found in Deed Book 162 Page 318 and filed of record in the Magoffin County Court Clerks Office.
2. That Second Party agrees to place the line as close as possible to said Licking River tributary, which boundaries said property, and Second Party shall be given access to same of which said First Party shall direct and approve where said line shall be placed, and First Party must approve same.

3. That in exchange for said permanent and perpetual right of way easement conveyed by First Party to Second Party, and/or a single ten dollars (\$10.00) consideration the receipt of which is hereby acknowledged as paid, the Second Party shall provide free natural gas to First Party for use in any and all structures, or any other needs of First Party upon any of the property owned by said First Party, without any charge or cost to Second Party, forever, in exchange for said Right of Way referred to herein and/or such other good and valuable consideration set forth herein.
4. That said First Party shall not be liable to Second Party for any damage done by Second Party during installation or operation of said Natural Gas line or any damage done to another and that if any damage is caused by Second Party, the Second Party shall at all times and respects be strictly liable for any such damage or loss of any kind.
5. That Second Party shall at all times provide all natural gas needed by First Party, for any reason they so require upon the property, in the manner and way First Party so designates, including the hook up to the natural gas line.
6. That both parties stipulate that they are authorized to bind said document with their signatures as set forth

- 7. below and that each party is operating under its appropriate and correct rank, title, and named corporate entity.
- 8. That Second Party agrees to abide by all laws of the Commonwealth of Kentucky as well as all local laws.
- 9. That said agreement shall apply to the heirs, beneficiaries, and assigns of all parties.

Party Of The First Part:

Jimmy Stamper

 Salyersville First Baptist Church
 Jimmy Stamper as Trustee
 Authorized to sign on behalf of
 said entity.

Party Of The Second Part:

Pam Williams

 Pam Williams, Individually and
 as President of BTU Gas
 Authorized to sign on behalf of
 said entity.

State Of Kentucky

County Of Magoffin

The foregoing Consideration Certificate was acknowledged and sworn to before me this the 2 day of Oct, 2003, by **Salyersville First Baptist Church, First Party.**

My Commission Expires: 1-31-05

Gene Gasparac

 Notary Public
 Kentucky State At Large

130
State Of Kentucky

County Of Magoffin

The foregoing Consideration Certificate was acknowledged and sworn to before me this the 2 day of Oct, 2003, by **Pam Williams, Second Party.**

My Commission Expires: 1-30-05

Rose Marie Lazarus
Notary Public
Kentucky State At Large

This Is To Certify That The
Foregoing Instrument Was Prepared
Without Search Of Title And
Description Was Provided To
Said Attorney By Grantees:

Michael D. Lyons
Michael D. Lyons
Attorney At Law
Law Offices of Attorney
William Grover Arnett
P.O. Box 489
Salyersville, Kentucky 41465
(606) 349-2065

STATE OF KENTUCKY
MAGOFFIN COUNTY

I, Haden B. Arnett, Clerk of the County and State, do hereby certify that the foregoing Right of Way was on the 2nd day of Oct, 2003 lodged for record, whereupon the same with the foregoing and this certificate have been duly recorded in my office

Given under my hand, this 3rd day of Oct, 2003
Book 177 Page 427 HADEN B. ARNETT Clerk
Time A.M. 1:15 P.M. By *[Signature]*

No Fees Collected

COUNTY OF MAGOFFIN _____ SCT

I, Renee Arnett-Shepherd, Clerk of Magoffin County do hereby certify that the foregoing to be a true and exact copy of the PERMANENT + PERPETUAL Right of Way EASEMENT of Salyersville Baptist Church + BTU GAS as appears on record in my said office in Magoffin

Book 177 Page 427
Given under my hand and seal this 8th day of Oct, 2003.

Renee Arnett-Shepherd
Magoffin County
By *[Signature]* D.C.