BULLITT COUNTY ENCROACHMENT PERMIT

FOR TILE PLACEMENT ON COUNTY MAINTAINED ROADS

Issued by BULLITT COUNTY ROAD DEPARTMENT 1679 SOUTH PRESTON HWY. P.O. BOX 768 SHEPHERDSVILLE, KY 40165 PHONE: 502-543-2510 FAX PHONE: 502-543-6889

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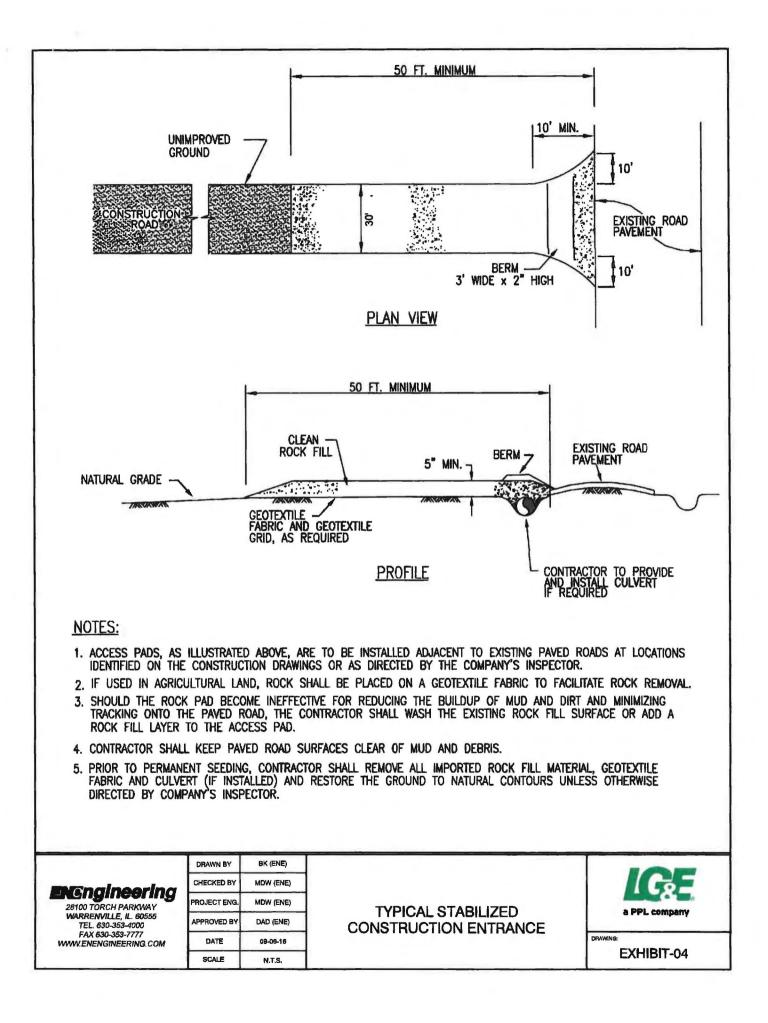
Date: 11/09/2018 Permit No. 14/6/	
Applicants Name: Stephen A. Beatty, P.E.	
Applicants Address: 6900 Enterprise Drive, Louisville, KY 40214	
Applicants Phone Number: 502-364-8332 Cell#:	
Location of Installation: Temporary Entrance at Rummage Rd. (CR-1113) Mile Post: 0.873 LONG: -85.50720	149 LAT: 37.98844609
Signature of Applicant: 5ABatty	
By signing above, I herby certify and affirm that I am the wonder or legal occupant of the areferenced property pursuant to Ordinance No.86-24 (VIA EDSEMENT) NOTIFICATION DATE FOR SIZES WAS	
Diameter: LENGTH No Tile werd	
No tile to be installed less than fifteen (15) inches in diameter and twenty (20) in length unless approval is given by the Road Dept. No plastic PVC tiles are t installed, only galvanized, concrete, or steel will be approved. ON SITE	
Date Tile Installed:INSTALLED BY	
METAL OR CONCRETE	





<u>LG&E Bullitt County Pipeline Project</u> <u>Access Road</u>





DEED OF EASEMENT

e.

THIS DEED OF EASEMENT, made and entered into as of the <u>52</u> day of June, 2018 ("Effective Date"), by and between GARY BRIAN BURMAN, single, having a mailing address of 503 Running Creek Place, Louisville, KY 40243 Tax Parcel ID# 084-000-00-008, Grantor, and LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, with a mailing address of 820 West Broadway, Attn: Real Estate and Rightof-Way Department, Louisville, Kentucky 40232 (hereinafter referred to as "Company").

WITNESSETH

In consideration of \$10.00 and other valuable consideration the receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Company and its successors, assigns and lessees (collectively, hereinafter referred to as "Grantees"), a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, upgrade, enclose by fence and remove natural gas equipment, including without limitation, high-pressure natural gas fittings, launchers, receivers, regulators, metering and control equipment and all appurtenances, thereto, together with ingress and egress over the area of Grantor's property as shown on Exhibit A containing 0.92 acres and depicted as EASEMENT $1 - 200' \times 200'$ Permanent Station Easement (the "Permanent Station Easement"), attached hereto and made a part hereof.

In consideration of \$10.00 and other valuable consideration the receipt of which is hereby acknowledged, Grantor hereby further grants and conveys to Grantees, a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, upgrade, and remove underground pipelines for the transmission of natural gas and all appurtenances thereto, together with ingress and egress over the area of Grantor's property as shown on Exhibit A containing 0.96 acres and depicted as EASEMENT 2 - 50' Permanent Easement (the "Permanent Easement") Attached hereto and made a part hereof.

In addition, Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to use the temporary workspace hereinafter described (the "Temporary Workspace") for activities relating to pipeline construction within the Permanent Easement and the Permanent Station Easement, including, without limitation, storage and staging of equipment and materials. This Temporary Workspace is shown on Exhibit A containing 0.97 acres. This Temporary Workspace shall terminate and automatically revert to the Grantor upon completion of the pipeline construction in the Permanent Easement and the Permanent Station Easement.

Grantor further grants and conveys to Grantees the right to trim or remove any and all trees, structures and obstacles located in the easements described above or in such proximity thereto that in falling they might interfere with the operation and maintenance of Grantees' facilities. Grantor further agrees that no building, sign, tower, antenna, swimming pool or any other structure other than Grantees' facilities shall be erected, and no landfill or excavation or other change of grade shall be performed, other than by the Grantees, in the easements described above. Further, the activities of Grantor, its successors, heirs, and assigns upon and within the Permanent Easement and the Permanent Station Easement shall be governed by the Gas Transmission Pipeline Restrictions attached hereto as Exhibit B and incorporated herein by reference.

Neither the granting nor termination of the easements described above shall have the effect of terminating or modifying any other easement of record on "Grantor's Property," as defined below.

The lands over which this easement is granted are situated in the County of Bullitt, Commonwealth of Kentucky, and were conveyed to Grantor by and between Clarence P. Burman, single, and John L Burman and Ellen R. Burman, husband and wife dated the 31st day May, 1988 and recorded in Deed Book 305, Page 55, in the Office of the Clerk of the County Court of Bullitt County.

This easement runs with the land and is binding upon the heirs and assigns of the Grantor herein.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns.

Grantor, its successors, assigns, and lessees, shall continue to own and enjoy Grantor's Property except, however, that such ownership and enjoyment shall not conflict with any of the rights and privileges herein granted to Grantees.

Excluding the removal of vegetation and obstructions as provided herein, any physical damage to Grantor's Property resulting from the exercise of the rights granted herein to Grantees, shall be promptly paid by Company, or repaired or restored by Company to a condition which is as good as the condition it was in prior to the damage, all to the extent such damage is caused by one of the Grantees or their respective contractors or employees.

Grantor warrants that it has the necessary authority and title to Grantor's Property to grant the easements described above, and shall defend and hold Grantees harmless from the claim of any third party that Grantor does not have such authority or title.

IN	TESTIMONY	WHEREOF,	witness	the	signature	of	Grantor	this	05	day	of
JUNE ,2018.											

GRANTOR:

Lay Brian Burman

Date: 6-05-18

COMMONWEALTH OF KENTUCKY) COUNTY OF BULLITT) I, R. Scott Spille , a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by GARY BRIAN BURMAN, single to be his free act and deed.

Witness my hand this 52 day of June , 2018. My Commission Expires: 8-31-2019 R. Sutt Suith NOTARY PUBLIC

This instrument prepared by:

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James J. Dimas, Senior Corporate Attorney LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 Phone: (502) 627-3712

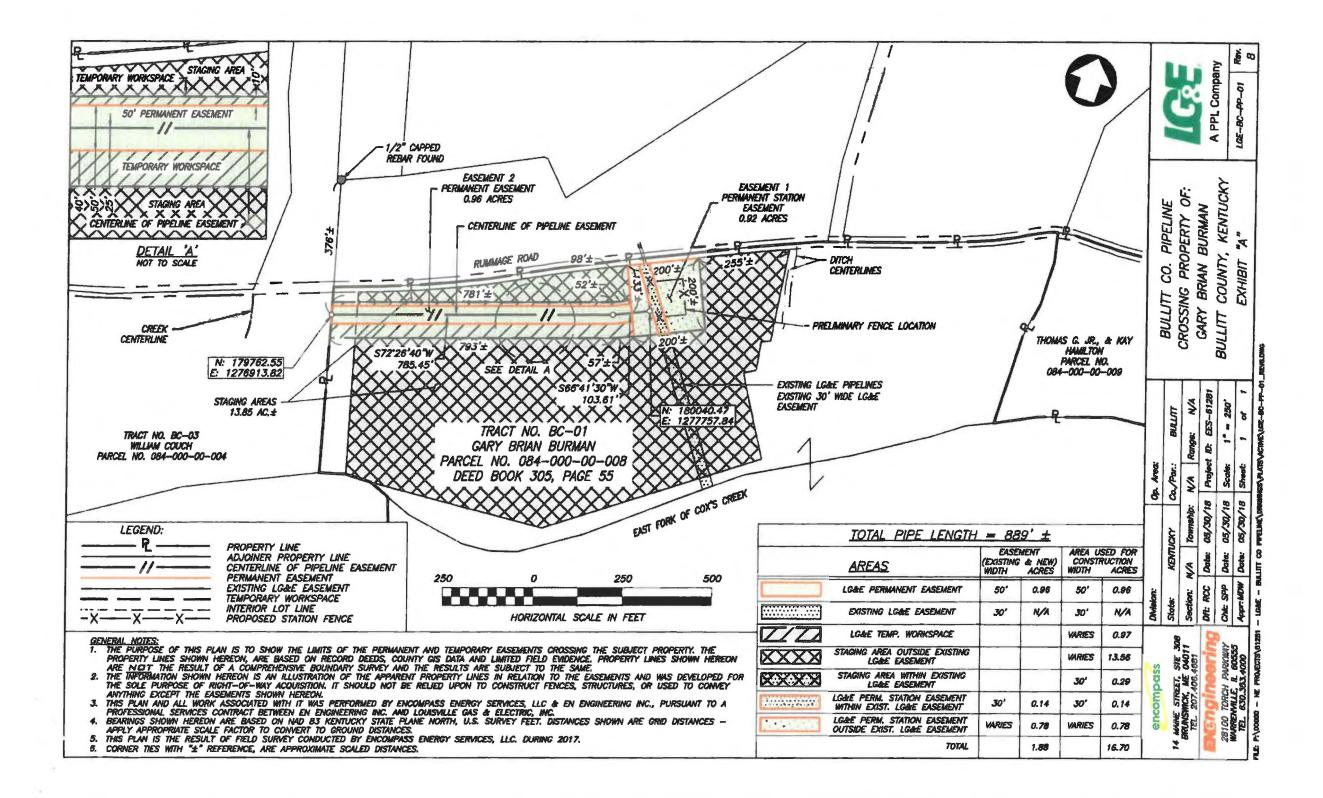


EXHIBIT B GAS TRANSMISSION PIPELINE RESTRICTIONS

As set forth in the Deed of Easement, the activities of Grantor, its successors, heirs, and assigns upon and within the Permanent Easement Area (as defined in the Deed of Easement) are governed by the Gas Transmission Pipeline Restrictions set forth in this Exhibit.

- 1. Prior notification shall be given to Grantee no less than forty-eight (48) hours in advance of any construction to be performed within the Permanent Easement Area to allow Grantee the opportunity to have representation on site during construction. Please call (502) 364-8550.
- 2. Above and below ground obstructions (including but not limited to fire hydrants, valves, utility poles, guy wires, pad transformers, splice and pull boxes, light standards, buildings, pools, ponds, trees, drainage culverts, and shrubbery) shall not be permitted on the Permanent Easement Area without Grantee's express prior written approval. Any obstructions allowed by Grantee are subject to future removal by Grantee for purposes of pipeline maintenance or construction and Grantee shall not be liable for their replacement.
- 3. The depth of cover, defined as the distance from the top of pipe to grade, of Grantee's gas pipelines shall be maintained at a minimum of 36 inches, but 48 inches is preferred. Changes in grade cannot be made without the written permission from Grantee. Special conditions may exist for stream crossings.
- 4. In the event of erosion, rutting or other loss of cover over Grantee's pipeline or within Grantee's Permanent Easement Area caused by activities of the Grantor, its successors, heirs, and assigns or other third party, including without limitation reductions in cover due to operation of all-terrain vehicles or other motor vehicles, the party causing the erosion shall restore cover over or around the pipeline and shall enact methods of erosion control approved by Grantee. Erosion control shall be installed, where and when necessary to prevent loss of cover over the pipeline, at no expense to Grantee.
- 5. No blasting shall be permitted within the Permanent Easement Area. When blasting operations are to be conducted within the vicinity of the Permanent Easement Area, prior notification shall be given to Grantee no less than five (5) business days in advance by calling the number referenced in in Section 1.
- 6. During construction and/or maintenance on the Permanent Easement Area, wheel loads and/or track loads (one-half of single axle load or one-half of tandem axle load) shall not exceed sixteen thousand (16,000) pounds without express prior written approval by Grantee. Additional precautions shall be taken when excavating within 18 inches of the Permanent Easement Area by making notification as required under KRS 367.4901 to 367.4917 by calling 811 or using www.kentucky811.org Before You Dig. Such notification shall be made a minimum of two working days prior to excavation or five working days prior to excavation of a large project as defined in KRS 367.4903. Only hand excavation or vacuum excavation is allowed within that distance.
- 7. Installation of shoring and bracing on trench side walls, where necessary, shall be used by excavators to prevent caving and to limit the trench width to a maximum of ten (10) feet across the Permanent Easement Area. Any plans to support suspended pipelines must be approved by Grantee.
- 8. If directional drilling is used to install facilities within the vicinity of the Permanent Easement Area, the pipelines shall be exposed with sufficient visual area so that it can be assured that the drilling operations do not impact Grantee's pipelines.
- All roads, foreign lines, and utilities should cross the Permanent Easement Area as close to ninety (90) degrees as practical and at an acute angle of no less than seventy-five (75) degrees unless express prior written approval is obtained from Grantee.
- 10. One (1) foot minimum and two (2) feet preferred clearance is required between LG&E's pipeline and the Permanent Easement Area and all foreign facilities.

- 11. Any metallic foreign line laid within the Permanent Easement Area shall have a dielectric coating, expressly approved in writing by the Grantee's representative, to protect the integrity of the cathodic protection on Grantee's facilities. The coated portion of foreign pipe shall extend across the width of the Permanent Easement Area, unless less coating is expressly approved in writing by Grantee's representative. Grantee may require that foreign line crossings be installed inside of a casing. Grantee may further require that such casing be manufactured of a dielectric material. The requirements set forth in this paragraph are minimum standards and Grantee may impose additional requirements as are necessary to maintain safety and the integrity of pipelines.
- 12. Backfill between a foreign line within the Permanent Easement Area shall be hand-placed and compacted to 95% of the maximum density at optimum moisture content as determined by AASHTO99 to prevent sagging from settlement. During backfilling, Grantee's pipelines shall be shielded to avoid damaging the pipe coating or the surface of bare steel pipelines.
- 13. Joints in the foreign line shall not be located directly over or under Grantee's pipelines to prevent possible settlement damage to joints, and provide for future maintenance of both facilities.

Pipeline markers are in in-ground test stations are required per Department of Transportation regulations and shall not be removed or altered under any circumstances without Grantee's express prior written approval.

BULLITT COUNTY ENCROACHMENT PERMIT

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FOR TILE PLACEMENT ON COUNTY MAINTAINED ROADS

Issued by BULLITT COUNTY ROAD DEPARTMENT 1679 SOUTH PRESTON HWY. P.O. BOX 768 SHEPHERDSVILLE, KY 40165 PHONE: 502-543-2510 FAX PHONE: 502-543-6889

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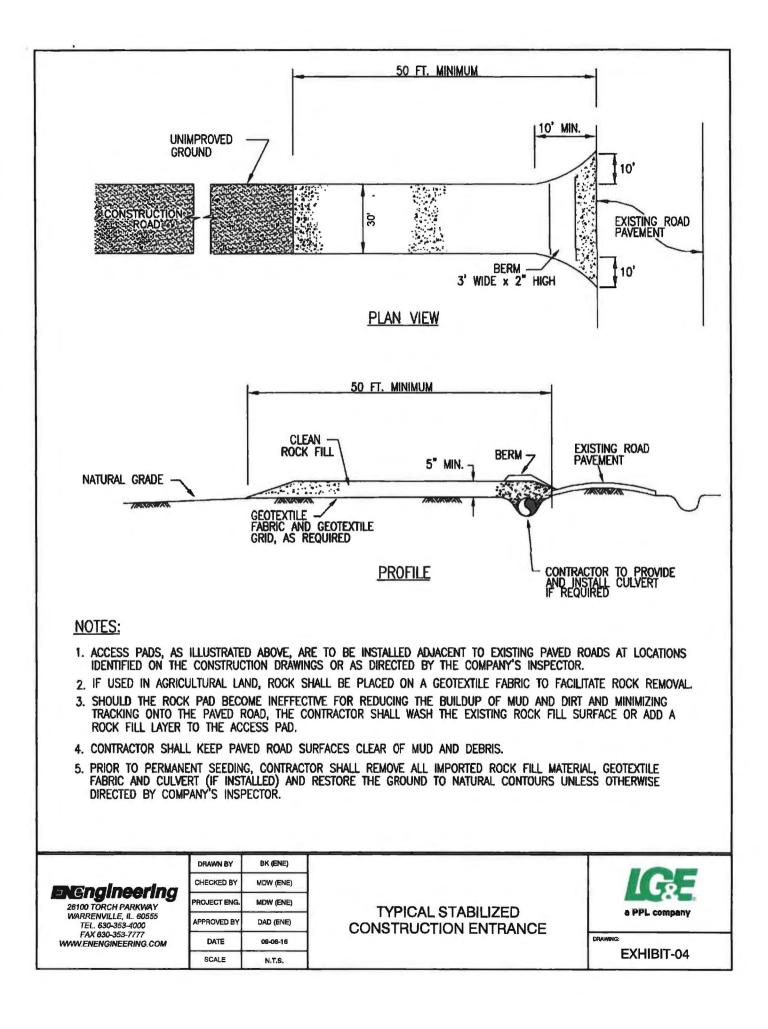
Date: 10/22/2018 11-08-18 Per	mit No. 1462
Applicants Name: Stephen A. Beatty, P.E.	
Applicants Address: 6900 Enterprise Drive, Louisville, KY 4	0214
Applicants Phone Number: 502-364-8332	Cell#:
Location of Installation: Temporary Entrance at Rummage Rd. (CR-1113) Mile Post: 1.171 LONG: -85.51220739 LAT: 37.98675226
Signature of Applicant: SABerty	
By signing above, I herby certify and affirm that I am the wondereferenced property pursuant to Ordinance No.86-24 (VI A CANNOTIFICATION DATE FOR SIZES WAS	er or legal occupant of the above-
Size of tile to be installed with approval of the Bullitt (County Road Department.
Diameter: LENGTH	Tile Needed
No tile to be installed less than fifteen (15) inches in di in length unless approval is given by the Road Dept. N installed, only galvanized, concrete, or steel will be ap ON SITE	lo plastic PVC tiles are to be
Date Tile Installed:	
INSTALLED BY	
METAL OR CONCRETE	Pizza
COUNT I ROAD SUPERINTENDENT DER COUNT	picco





<u>LG&E Bullitt County Pipeline Project</u> <u>Access Road</u>





DEED OF EASEMENT

This DEED OF EASEMENT made and entered into on this the <u>S</u> day of <u>August</u>, 20____, by and between the undersigned, WANDA TRULAVERNE COUCH, A.K.A. TRULAVERNE W. COUCH, widow, with a mailing address of 113 Taylor Court, Mount Washington, Kentucky 40047 Tax Parcel ID# 084-000-00-004, Grantor, and LOUISVILLE GAS and ELECTRIC COMPANY, a Kentucky corporation, having its principal office and place of business at 220 West Main Street, Louisville, Kentucky 40202, Grantee.

WITNESSETH:

That for and in consideration of Ten dollars (\$10) and other consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair one or more pipelines for the transmission and distribution of gas, and all appurtenances thereto, (including, without limitation, an electric service line), along and upon the permanent easement and rightof-way hereinafter described (the "Permanent Easement Area") together with the right of ingress and egress over the lands of the undersigned to and from said line or lines in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Grantee will, whenever practicable to do so, use regularly established highways, farm roads or other roadways upon such lands.

In addition Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to use the temporary easement hereinafter described (the "Temporary Easement") for activities relating to the construction of pipelines within the Permanent Easement Area, including, without limitation, storage and staging of equipment and materials. Such Temporary Easement shall terminate and automatically revert to the Grantor upon completion of the construction of the gas pipeline or pipelines in the Permanent Easement Area.

Grantor grants to Grantee the further right to cut, trim and remove any and all trees located upon the Permanent Easement Area and also the right to cut, trim and remove vegetation and all other obstructions and obstacles from the Permanent Easement Area.

It is further expressly understood and agreed that the Grantee will pay to the undersigned any and all damage to real and tangible personal property that may be caused by the Grantee in going upon said lands and Permanent Easement Area, except that the Grantee will not be liable for any damage for cutting, trimming and removing trees, vegetation, obstructions and obstacles in the manner and to the extent herein above specified.

Neither the granting nor termination of the easements granted under this instrument shall have the effect of limiting Grantee's rights under any other easement of record on Grantor's Property.

The Grantor, its successors, heirs or assigns, may use and enjoy the lands crossed by the easements granted herein, except, however, that such use shall not conflict with any of the rights and privileges herein granted. In particular, but not by way of limitation, no building, sign, tower, antenna, swimming pool or any other structure shall be erected or maintained along or upon the Permanent Easement Area nor shall any changes in grade be made to the lands crossed by this easement which shall interfere with the privileges and rights herein granted. Further, the activities of Grantor, its successors, heirs, and assigns upon and within the Permanent Easement Area shall be governed by the Gas Transmission Pipeline Restrictions attached hereto as Exhibit B and incorporated herein by reference.

The Permanent Easement Area is 50 feet wide lying 25 feet on both sides of the centerline labeled as Permanent Easement on the drawing attached hereto as Exhibit A and incorporated herein by reference, insofar as the lands of the Grantor extend to 25 feet on each side of said center line and containing 1.48 acres.

The Temporary Workspace is shown by the hatched areas on Exhibit A and containing 1.60 acres.

The lands over which this easement is granted are situated in the County of Bullitt, Commonwealth of Kentucky, and were conveyed to Grantor by Last Will and Testament of William R. Couch dated and recorded the 8th day June, 2018 and recorded in Will Book 34, Page 187, in the Office of the Clerk of the County Court of Bullitt County and by William Couch and Trulaverne W. Couch, husband and wife, and Betty J. Sharpe and Leslie B. Sharpe, husband and wife, and Clyde Curtsinger, single, dated the 31st day March, 1993 and recorded in Deed Book 375, Page 282, in the Office of the Clerk of the County Court of Bullitt County. The Grantor does hereby release and relinquish unto the Grantee, its successors, lessees and assigns, all of its interest in and to the easement herein granted, for the uses and purposes aforesaid, and it does hereby covenant to and with the Grantee that it is seized in fee simple of the property upon which said easement lies and has good and perfect right to convey the easement as herein done and it does WARRANT GENERALLY its title for the uses and purposes of this Deed of Easement.

IN	TESTIMONY	WHEREOF,	witness	t
	August	_	_, 2018.	

he signature(s) of Grantor(s) this <u>8</u> day of

BY: <u>Handa Frulauerm Couch</u> WANDA TRULAVERNE COUCH

A.K.A TRULAVERNE W. COUCH

COMMONWEALTH OF KENTUCKY

)

COUNTY OF Bullitt

I, <u>Scott</u>, <u>Scott</u>, <u>a</u> Notary Public in and for the State and County aforesaid, certify that the for going instrument was acknowledged before me by WANDA TRULAVERNE COUCH, A.K.A. TRULAVERNE W. COUCH, widow, to be her free act and deed.



Witness my hand this <u>8</u> day of <u>Augus</u>, 2018.

My Commission Expires: 8-31-2019

OTARY PUBLIC

This instrument prepared by:

James J. Dimas, Senior Corporate Attorney LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 Phone 502-627-3712

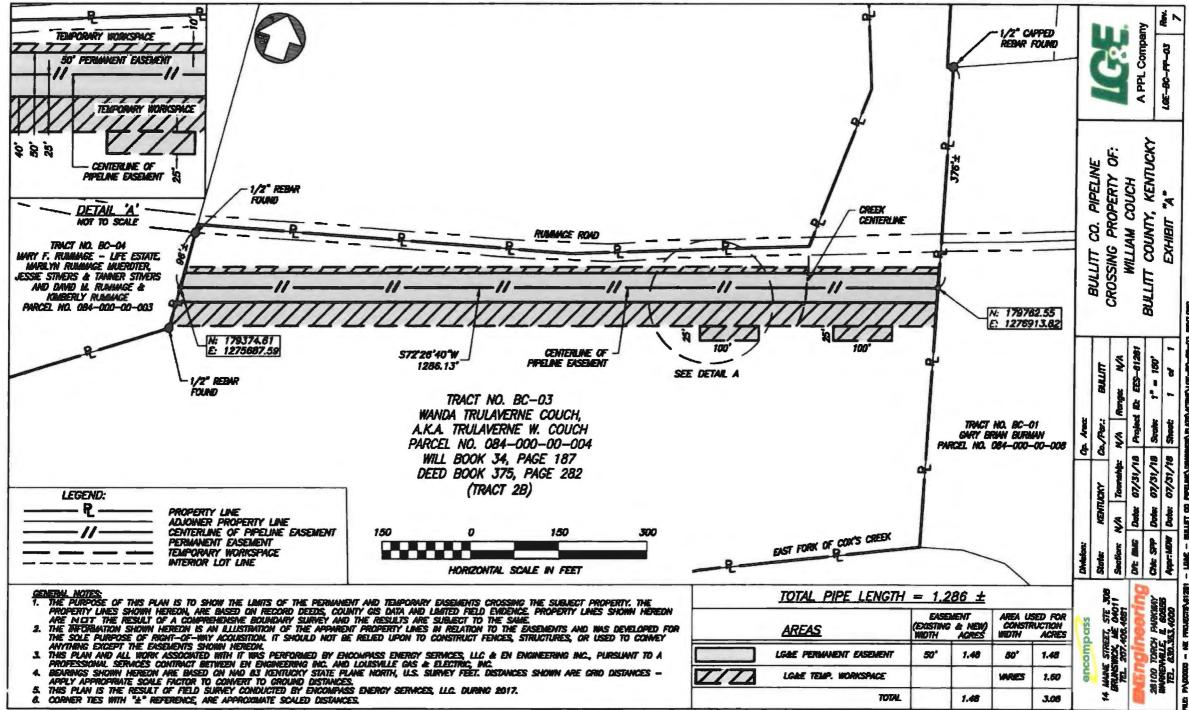


EXHIBIT B

GAS TRANSMISSION PIPELINE RESTRICTIONS

As set forth in the Deed of Easement, the activities of Grantor, its successors, heirs, and assigns upon and within the Permanent Easement Area (as defined in the Deed of Easement) are governed by the Gas Transmission Pipeline Restrictions set forth in this Exhibit.

- 1. Prior notification shall be given to Grantee no less than forty-eight (48) hours in advance of any construction to be performed within the Permanent Easement Area to allow Grantee the opportunity to have representation on site during construction. Please call (502) 364-8550.
- 2. Above and below ground obstructions (including but not limited to fire hydrants, valves, utility poles, guy wires, pad transformers, splice and pull boxes, light standards, buildings, pools, ponds, trees, drainage culverts, and shrubbery) shall not be permitted on the Permanent Easement Area without Grantee's express prior written approval. Any obstructions allowed by Grantee are subject to future removal by Grantee for purposes of pipeline maintenance or construction and Grantee shall not be liable for their replacement.
- 3. The depth of cover, defined as the distance from the top of pipe to grade, of Grantee's gas pipelines shall be maintained at a minimum of 36 inches, but 48 inches is preferred. Changes in grade cannot be made without the written permission from Grantee. Special conditions may exist for stream crossings.
- 4. In the event of erosion, rutting or other loss of cover over Grantee's pipeline or within Grantee's Permanent Easement Area caused by activities of the Grantor, its successors, heirs, and assigns or other third party, including without limitation reductions in cover due to operation of all-terrain vehicles or other motor vehicles, the party causing the erosion shall restore cover over or around the pipeline and shall enact methods of erosion control approved by Grantee. Erosion control shall be installed, where and when necessary to prevent loss of cover over the pipeline, at no expense to Grantee.
- 5. No blasting shall be permitted within the Permanent Easement Area. When blasting operations are to be conducted within the vicinity of the Permanent Easement Area, prior notification shall be given to Grantee no less than five (5) business days in advance by calling the number referenced in in Section 1.
- 6. During construction and/or maintenance on the Permanent Easement Area, wheel loads and/or track loads (one-half of single axle load or one-half of tandem axle load) shall not exceed sixteen thousand (16,000) pounds without express prior written approval by Grantee. Notification to 811 or www.kentucky811.org is required for excavation as defined by under KRS 367.4901 to 367.4917.
- 7. Installation of shoring and bracing on trench side walls, where necessary, shall be used by excavators to prevent caving and to limit the trench width to a maximum of ten (10) feet across the Permanent Easement Area. Any plans to support suspended pipelines must be approved by Grantee.
- 8. If directional drilling is used to install facilities within the vicinity of the Permanent Easement Area, the pipelines shall be exposed with sufficient visual area so that it can be assured that the drilling operations do not impact Grantee's pipelines.
- All roads, foreign lines, and utilities should cross the Permanent Easement Area as close to ninety (90) degrees as practical and at an acute angle of no less than seventy-five (75) degrees unless express prior written approval is obtained from Grantee.
- 10. One (1) foot minimum and two (2) feet preferred clearance is required between LG&E's pipeline and the Permanent Easement Area and all foreign facilities.
- 11. Any metallic foreign line laid within the Permanent Easement Area shall have a dielectric coating, expressly approved in writing by the Grantee's representative, to protect the integrity of the cathodic protection on Grantee's facilities. The coated portion of foreign pipe shall extend across the width of the Permanent Easement Area, unless less coating is expressly approved in writing by Grantee's representative. Grantee may require that foreign line crossings be installed inside of a casing. Grantee may further require that such casing be manufactured of a dielectric material. The requirements set forth in this paragraph are minimum standards and Grantee may impose additional requirements as are necessary to maintain safety and the integrity of pipelines.
- 12. Backfill between a foreign pipeline within the Permanent Easement Area shall be hand-placed and compacted to 95% of the maximum density at optimum moisture content as determined by AASHTO99 to prevent sagging from settlement. During backfilling, Grantee's pipelines shall be shielded to avoid damaging the pipe coating or the surface of bare steel pipelines.

13. Joints in the foreign line shall not be located directly over or under Grantee's pipelines to prevent possible settlement damage to joints, and provide for future maintenance of both facilities.

Pipeline markers are in in-ground test stations are required per Department of Transportation regulations and shall not be removed or altered under any circumstances without Grantee's express prior written approval.

BULLITT COUNTY ENCROACHMENT PERMIT

FOR TILE PLACEMENT ON COUNTY MAINTAINED ROADS

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Date: 10/22/2018 11-08-18 Permit No. 1463
Applicants Name: Stephen A. Beatty, P.E.
Applicants Address: 6900 Enterprise Drive, Louisville, KY 40214
Applicants Phone Number: 502-364-8332 Cell#:
Location of Installation: Temporary Entrance at Rummage Rd. (CR-1113) Mile Post: 1.51 LONG: -85.51220739 LAT: 37.98561603
Signature of Applicant: <u>SABartty</u>
By signing above, I herby certify and affirm that I am the wonder or legal occupant of the above- referenced property pursuant to Ordinance No.86-24 (VIA GASEMENT) NOTIFICATION DATE FOR SIZES WAS
Size of tile to be installed with approval of the Bullitt County Road Department.
Diameter: LENGTH No Tile Need-1
No tile to be installed less than fifteen (15) inches in diameter and twenty (20) feet in length unless approval is given by the Road Dept. No plastic PVC tiles are to be installed, only galvanized, concrete, or steel will be approved. ON SITE
Date Tile Installed:
INSTALLED BY METAL OR CONCRETE
COUNTY ROAD SUPERINTENDENT BCRO ALTO COM



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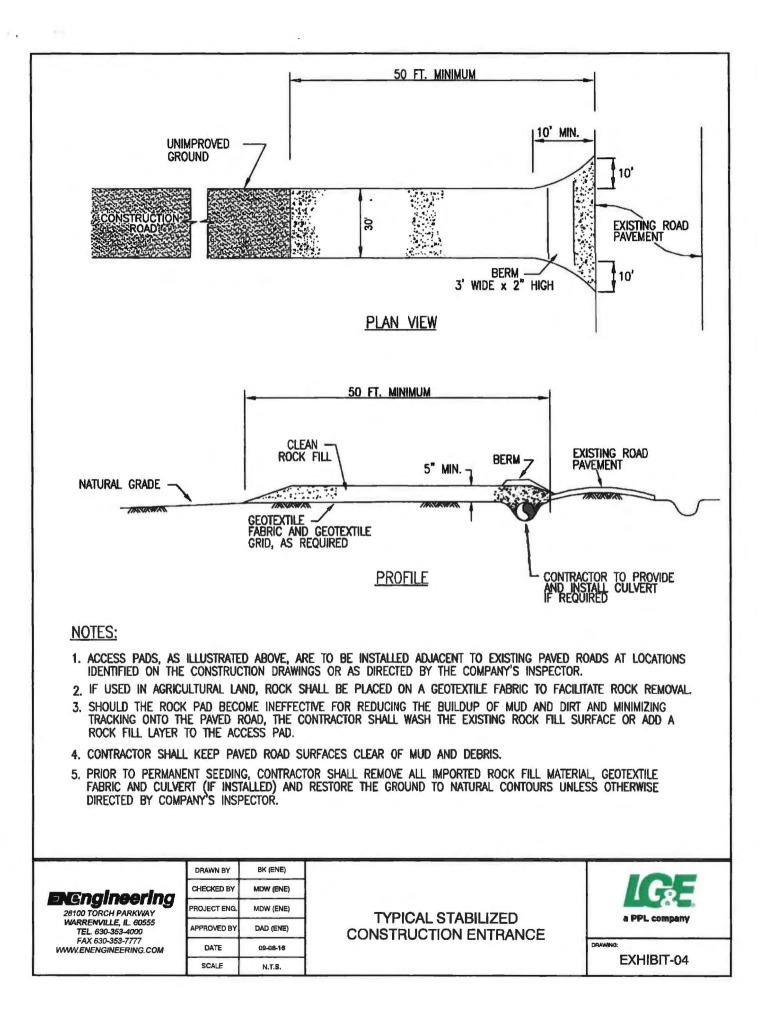
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<u>LG&E Bullitt County Pipeline Project</u> <u>Access Road</u>



Page 1 of 1



DEED OF EASEMENT

This DEED OF EASEMENT made and entered into on this the ______ day of _________, 2018, by and between the undersigned, LARRY W. JOHNSON and HWA KI JOHNSON, husband and wife, with a mailing address of 720 Rummage Road, Cox's Creek, Kentucky 40013 Tax Parcel ID# 084-000-00-001, Grantor, and LOUISVILLE GAS and ELECTRIC COMPANY, a Kentucky corporation, having its principal office and place of business at 220 West Main Street, Louisville, Kentucky 40202, Grantee.

WITNESSETH:

That for and in consideration of Ten dollars (\$10) and other consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair one or more pipelines for the transmission and distribution of gas, and all appurtenances thereto, (including, without limitation, an electric service line), along and upon the permanent easement and rightof-way hereinafter described (the "Permanent Easement Area") together with the right of ingress and egress over the lands of the undersigned to and from said line or lines in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Grantee will, whenever practicable to do so, use regularly established highways, farm roads or other roadways upon such lands.

In addition Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to use the temporary easement hereinafter described (the "Temporary Easement") for activities relating to the construction of pipelines within the Permanent Easement Area, including, without limitation, storage and staging of equipment and materials. Such Temporary Easement shall terminate and automatically revert to the Grantor upon completion of the construction of the gas pipeline or pipelines in the Permanent Easement Area.

Grantor grants to Grantee the further right to cut, trim and remove any and all trees located upon the Permanent Easement Area and also the right to cut, trim and remove vegetation and all other obstructions and obstacles from the Permanent Easement Area.

It is further expressly understood and agreed that the Grantee will pay to the undersigned any and all damage to real and tangible personal property that may be caused by the Grantee in going upon said lands and Permanent Easement Area, except that the Grantee will not be liable for any damage for cutting, trimming and removing trees, vegetation, obstructions and obstacles in the manner and to the extent herein above specified.

Neither the granting nor termination of the easements granted under this instrument shall have the effect of limiting Grantee's rights under any other easement of record on Grantor's Property.

The Grantor, its successors, heirs or assigns, may use and enjoy the lands crossed by the easements granted herein, except, however, that such use shall not conflict with any of the rights and privileges herein granted. In particular, but not by way of limitation, no building, sign, tower, antenna, swimming pool or any other structure shall be erected or maintained along or upon the Permanent Easement Area nor shall any changes in grade be made to the lands crossed by this easement which shall interfere with the privileges and rights herein granted. Further, the activities of Grantor, its successors, heirs, and assigns upon and within the Permanent Easement Area shall be governed by the Gas Transmission Pipeline Restrictions attached hereto as Exhibit B and incorporated herein by reference.

The Permanent Easement Area is 50 feet wide lying 25 feet on both sides of the centerline labeled as Permanent Easement on the drawing attached hereto as Exhibit A and incorporated herein by reference, insofar as the lands of the Grantor extend to 25 feet on each side of said center line and containing 0.53 acres.

The Temporary Workspace is shown by the hatched areas on Exhibit A and containing 0.57 acres.

The lands over which this easement is granted are situated in the County of Bullitt, Commonwealth of Kentucky, and were conveyed to Grantor by Betty J. Sharpe, unmarried, dated the 18th day August, 2016 and recorded in Deed Book 900, Page 582, in the Office of the Clerk of the County Court of Bullitt County.

The Grantor does hereby release and relinquish unto the Grantee, its successors, lessees and assigns, all of its interest in and to the easement herein granted, for the uses and purposes aforesaid, and it does hereby covenant to and with the Grantee that it is seized in fee simple of the property upon which said easement lies and has good and perfect right to convey the easement as herein done and it does WARRANT GENERALLY its title for the uses and purposes of this Deed of Easement.

IN TESTIMONY WHEREOF, witness the signature(s) of Grantor(s) this <u>22</u> day of <u>MARCH</u>, 2018.

BY: W LARRY W. JOHNSON

Jun

COMMONWEALTH OF KENTUCKY) COUNTY OF Bullit

COUNTY OF <u>Buillin</u> I. <u>R. SCOTT SPICEL</u> a Notary Public in and

I, <u>R. SEOT SPICE</u>, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by LARRY W. JOHNSON and HWA KI JOHNSON, husband and wife, to be their free act and deed.

> Witness my hand this <u>22</u> day of <u>March</u>, 2018. My Commission Expires: <u>8-31-2019</u> <u>R. Sutt biolif</u> NOTARY PUBLIC

This instrument prepared by:

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James J. Dimas, Senior Corporate Attorney LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 Phone 502-627-3712

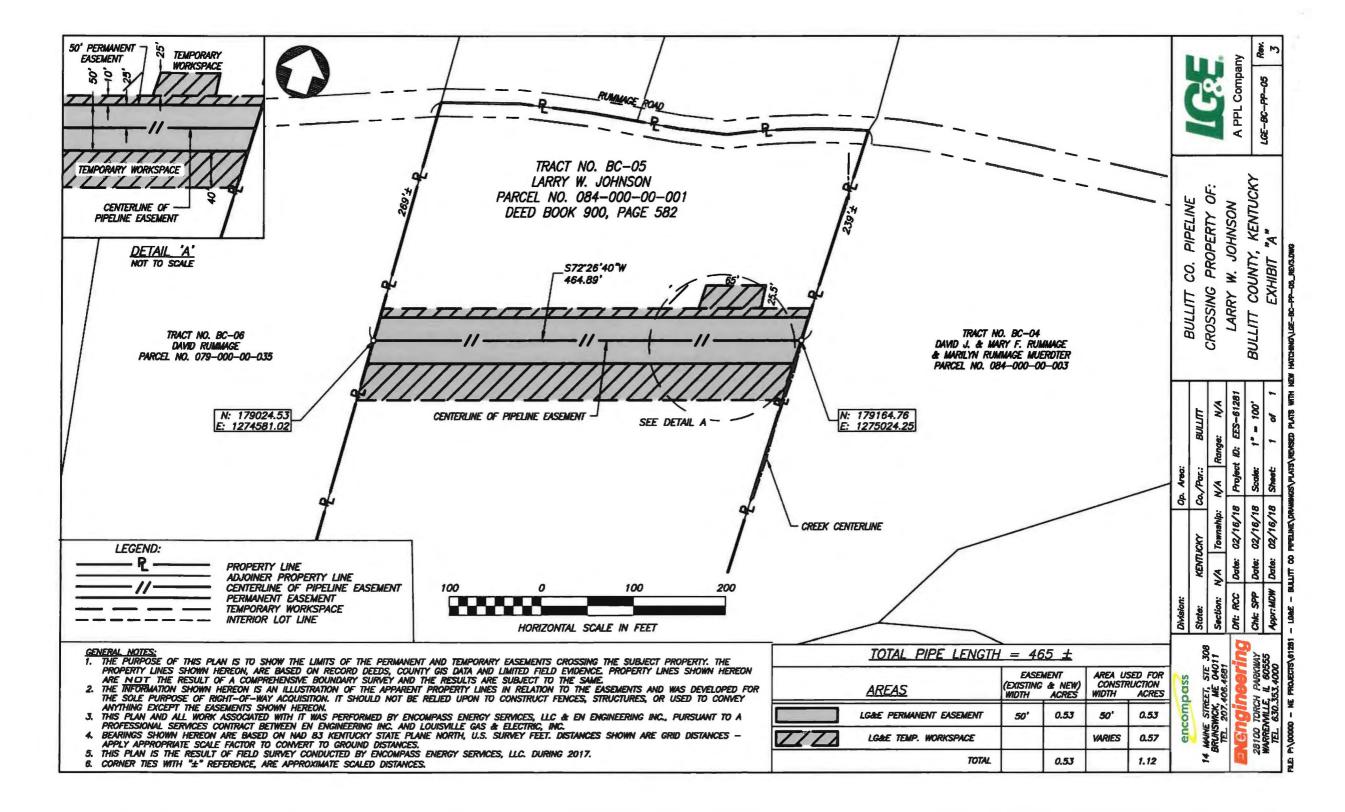


EXHIBIT B

GAS TRANSMISSION PIPELINE RESTRICTIONS

As set forth in the Deed of Easement, the activities of Grantor, its successors, heirs, and assigns upon and within the Permanent Easement Area (as defined in the Deed of Easement) are governed by the Gas Transmission Pipeline Restrictions set forth in this Exhibit.

- 1. Prior notification shall be given to Grantee no less than forty-eight (48) hours in advance of any construction to be performed within the Permanent Easement Area to allow Grantee the opportunity to have representation on site during construction. Please call (502) 364-8550.
- 2. Above and below ground obstructions (including but not limited to fire hydrants, valves, utility poles, guy wires, pad transformers, splice and pull boxes, light standards, buildings, pools, ponds, trees, drainage culverts, and shrubbery) shall not be permitted on the Permanent Easement Area without Grantee's express prior written approval. Any obstructions allowed by Grantee are subject to future removal by Grantee for purposes of pipeline maintenance or construction and Grantee shall not be liable for their replacement.
- 3. The depth of cover, defined as the distance from the top of pipe to grade, of Grantee's gas pipelines shall be maintained at a minimum of 36 inches, but 48 inches is preferred. Changes in grade cannot be made without the written permission from Grantee. Special conditions may exist for stream crossings.
- 4. In the event of erosion, rutting or other loss of cover over Grantee's pipeline or within Grantee's Permanent Easement Area caused by activities of the Grantor, its successors, heirs, and assigns or other third party, including without limitation reductions in cover due to operation of all-terrain vehicles or other motor vehicles, the party causing the erosion shall restore cover over or around the pipeline and shall enact methods of erosion control approved by Grantee. Erosion control shall be installed, where and when necessary to prevent loss of cover over the pipeline, at no expense to Grantee.
- 5. No blasting shall be permitted within the Permanent Easement Area. When blasting operations are to be conducted within the vicinity of the Permanent Easement Area, prior notification shall be given to Grantee no less than five (5) business days in advance by calling the number referenced in in Section 1.
- 6. During construction and/or maintenance on the Permanent Easement Area, wheel loads and/or track loads (one-half of single axle load or one-half of tandem axle load) shall not exceed sixteen thousand (16,000) pounds without express prior written approval by Grantee. Notification to 811 or www.kentucky811.org is required for excavation as defined by under KRS 367.4901 to 367.4917.
- 7. Installation of shoring and bracing on trench side walls, where necessary, shall be used by excavators to prevent caving and to limit the trench width to a maximum of ten (10) feet across the Permanent Easement Area. Any plans to support suspended pipelines must be approved by Grantee.
- 8. If directional drilling is used to install facilities within the vicinity of the Permanent Easement Area, the pipelines shall be exposed with sufficient visual area so that it can be assured that the drilling operations do not impact Grantee's pipelines.
- 9. All roads, foreign lines, and utilities should cross the Permanent Easement Area as close to ninety (90) degrees as practical and at an acute angle of no less than seventy-five (75) degrees unless express prior written approval is obtained from Grantee.
- 10. One (1) foot minimum and two (2) feet preferred clearance is required between LG&E's pipeline and the Permanent Easement Area and all foreign facilities.
- 11. Any metallic foreign line laid within the Permanent Easement Area shall have a dielectric coating, expressly approved in writing by the Grantee's representative, to protect the integrity of the cathodic protection on Grantee's facilities. The coated portion of foreign pipe shall extend across the width of the Permanent Easement Area, unless less coating is expressly approved in writing by Grantee's representative. Grantee may require that foreign line crossings be installed inside of a casing. Grantee may further require that such casing be manufactured of a dielectric material. The requirements set forth in this paragraph are minimum standards and Grantee may impose additional requirements as are necessary to maintain safety and the integrity of pipelines.

- 12. Backfill between a foreign pipeline within the Permanent Easement Area shall be hand-placed and compacted to 95% of the maximum density at optimum moisture content as determined by AASHTO99 to prevent sagging from settlement. During backfilling, Grantee's pipelines shall be shielded to avoid damaging the pipe coating or the surface of bare steel pipelines.
- 13. Joints in the foreign line shall not be located directly over or under Grantee's pipelines to prevent possible settlement damage to joints, and provide for future maintenance of both facilities.

Pipeline markers are in in-ground test stations are required per Department of Transportation regulations and shall not be removed or altered under any circumstances without Grantee's express prior written approval.

BULLITT COUNTY ENCROACHMENT PERMIT

FOR TILE PLACEMENT ON COUNTY MAINTAINED ROADS

Issued by BULLITT COUNTY ROAD DEPARTMENT 1679 SOUTH PRESTON HWY. P.O. BOX 768 SHEPHERDSVILLE, KY 40165 HONE: 502-543-2510 FAX PHONE: 502-543-685

PHONE: 502-543-2510 FAX PHONE: 502-543-6889
Date: 11/09/2018 Permit No 14/64
Applicants Name: Stephen A. Beatty, P.E.
Applicants Address: 6900 Enterprise Drive, Louisville, KY 40214
Applicants Phone Number: 502-364-8332 Cell#:
Location of Installation: Permanent Entrance at Rummage Rd. (CR-1113) Mile Post: 0.937 LONG: -85.50827900 LAT: 37.98807652
Signature of Applicant: SAButty (PAR-1
By signing above, I herby certify and affirm that I am the wonder or legal occupant of the above- referenced property pursuant to Ordinance No.86-24 VIN EASEMENT NOTIFICATION DATE FOR SIZES WAS
Size of tile to be installed with approval of the Bullitt County Road Department.
Diameter: LENGTH No. File Need
No tile to be installed less than fifteen (15) inches in diameter and twenty (20) feet in length unless approval is given by the Road Dept. No plastic PVC tiles are to be installed, only galvanized, concrete, or steel will be approved. ON SITE Date Tile Installed:

INSTALLED BY

METAL OR CONCRETE

COUNTY ROAD SUPERINTENDENT BCRO 4





<u>LG&E Bullitt County Pipeline Project</u> <u>Access Road</u>

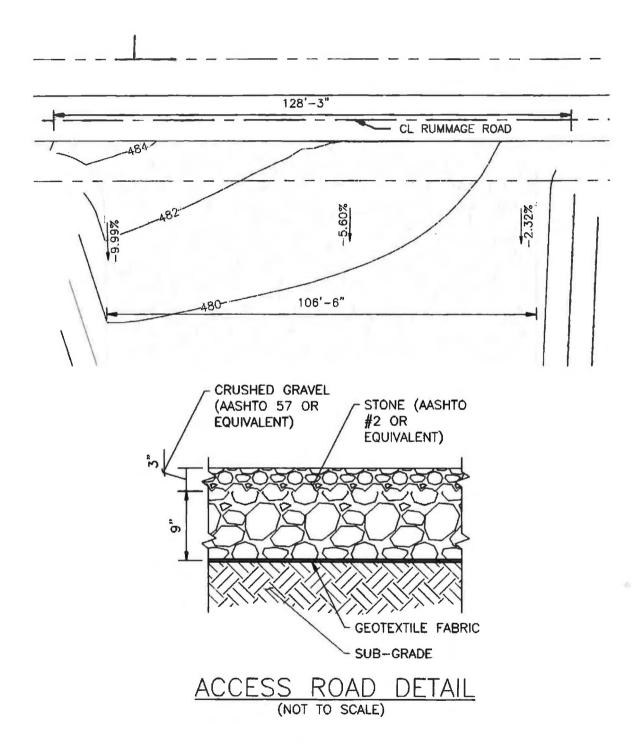


ENEngineering.

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<u>LG&E Bullitt County Pipeline Project</u> <u>Access Road</u>



Page 1 of 1

DEED OF EASEMENT

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THIS DEED OF EASEMENT, made and entered into as of the <u>final</u> day of June, 2018 ("Effective Date"), by and between GARY BRIAN BURMAN, single, having a mailing address of 503 Running Creek Place, Louisville, KY 40243 Tax Parcel ID# 084-000-00-008, Grantor, and LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, with a mailing address of 820 West Broadway, Attn: Real Estate and Rightof-Way Department, Louisville, Kentucky 40232 (hereinafter referred to as "Company").

WITNESSETH

In consideration of \$10.00 and other valuable consideration the receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Company and its successors, assigns and lessees (collectively, hereinafter referred to as "Grantees"), a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, upgrade, enclose by fence and remove natural gas equipment, including without limitation, high-pressure natural gas fittings, launchers, receivers, regulators, metering and control equipment and all appurtenances, thereto, together with ingress and egress over the area of Grantor's property as shown on Exhibit A containing 0.92 acres and depicted as EASEMENT $1 - 200' \times 200'$ Permanent Station Easement (the "Permanent Station Easement"), attached hereto and made a part hereof.

In consideration of \$10.00 and other valuable consideration the receipt of which is hereby acknowledged, Grantor hereby further grants and conveys to Grantees, a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, upgrade, and remove underground pipelines for the transmission of natural gas and all appurtenances thereto, together with ingress and egress over the area of Grantor's property as shown on Exhibit A containing 0.96 acres and depicted as EASEMENT 2 - 50' Permanent Easement (the "Permanent Easement") Attached hereto and made a part hereof.

In addition, Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to use the temporary workspace hereinafter described (the "Temporary Workspace") for activities relating to pipeline construction within the Permanent Easement and the Permanent Station Easement, including, without limitation, storage and staging of equipment and materials. This Temporary Workspace is shown on Exhibit A containing 0.97 acres. This Temporary Workspace shall terminate and automatically revert to the Grantor upon completion of the pipeline construction in the Permanent Easement and the Permanent Station Easement.

Grantor further grants and conveys to Grantees the right to trim or remove any and all trees, structures and obstacles located in the easements described above or in such proximity thereto that in falling they might interfere with the operation and maintenance of Grantees' facilities. Grantor further agrees that no building, sign, tower, antenna, swimming pool or any other structure other than Grantees' facilities shall be erected, and no landfill or excavation or other change of grade shall be performed, other than by the Grantees, in the easements described above. Further, the activities of Grantor, its successors, heirs, and assigns upon and within the Permanent Easement and the Permanent Station Easement shall be governed by the Gas Transmission Pipeline Restrictions attached hereto as Exhibit B and incorporated herein by reference.

Neither the granting nor termination of the easements described above shall have the effect of terminating or modifying any other easement of record on "Grantor's Property," as defined below.

The lands over which this easement is granted are situated in the County of Bullitt, Commonwealth of Kentucky, and were conveyed to Grantor by and between Clarence P. Burman, single, and John L Burman and Ellen R. Burman, husband and wife dated the 31st day May, 1988 and recorded in Deed Book 305, Page 55, in the Office of the Clerk of the County Court of Bullitt County.

This easement runs with the land and is binding upon the heirs and assigns of the Grantor herein.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns.

Grantor, its successors, assigns, and lessees, shall continue to own and enjoy Grantor's Property except, however, that such ownership and enjoyment shall not conflict with any of the rights and privileges herein granted to Grantees.

Excluding the removal of vegetation and obstructions as provided herein, any physical damage to Grantor's Property resulting from the exercise of the rights granted herein to Grantees, shall be promptly paid by Company, or repaired or restored by Company to a condition which is as good as the condition it was in prior to the damage, all to the extent such damage is caused by one of the Grantees or their respective contractors or employees.

Grantor warrants that it has the necessary authority and title to Grantor's Property to grant the easements described above, and shall defend and hold Grantees harmless from the claim of any third party that Grantor does not have such authority or title.

IN	TESTIMONY	WHEREOF,	witness	the	signature	of	Grantor	this	05	day	of
JUNE ,2018			, 2018.								

GRANTOR:

Jay Brian Burnan

Date: 6-05-18

COMMONWEALTH OF KENTUCKY) COUNTY OF BULLITT) I, R.Scott Spice EL, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by GARY BRIAN BURMAN, single to be his free act and deed.

Witness my hand this 5 day of June , 2018.

My Commission Expires: <u>8-31-2019</u> <u>R. Sutt Sich</u>

This instrument prepared by:

James J. Dimas, Senior Corporate Attorney LG&E and KU Services Company 220 West Main Street Louisville, Kentucky 40202 Phone: (502) 627-3712

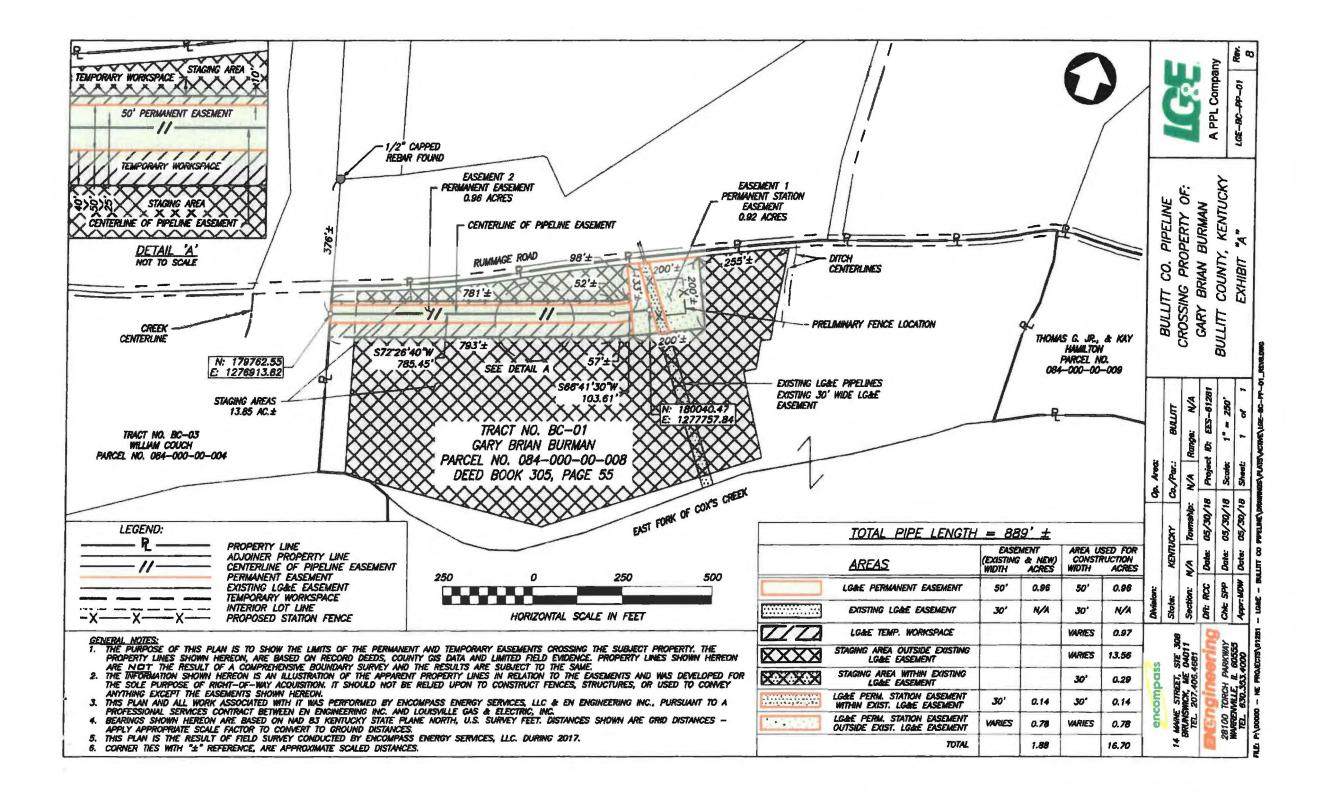


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- 7. Installation of shoring and bracing on trench side walls, where necessary, shall be used by excavators to prevent caving and to limit the trench width to a maximum of ten (10) feet across the Permanent Easement Area. Any plans to support suspended pipelines must be approved by Grantee.
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