

**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**

Date: 10/22/2018 11/20/18 Permit No. 1467

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 Colyer Ln. (CR-1115) Mile Post: 0.01 LONG: -85.65008839 LAT: 37.96394349

(TAR 20)

Signature of Applicant: S.A. Beatty

By signing above, I hereby certify and affirm that I am the wonder or legal occupant of the above-referenced property pursuant to Ordinance No.86-24 VIA EASEMENT  
NOTIFICATION DATE FOR SIZES WAS 10 DEC. 18

Size of tile to be installed with approval of the Bullitt County Road Department.

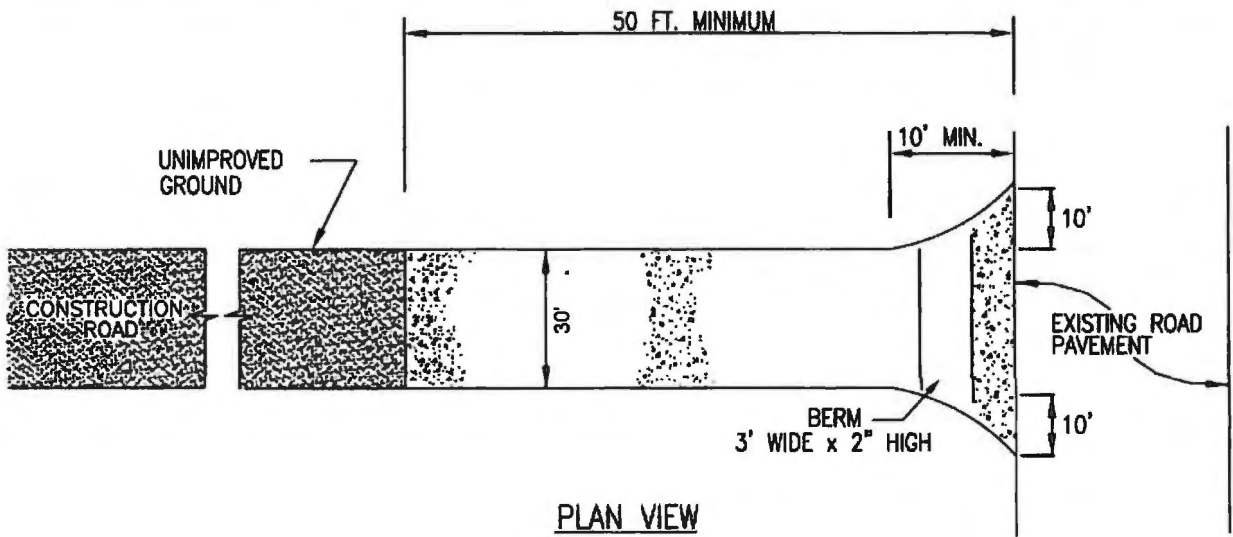
Diameter: 8" LENGTH 20'

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.

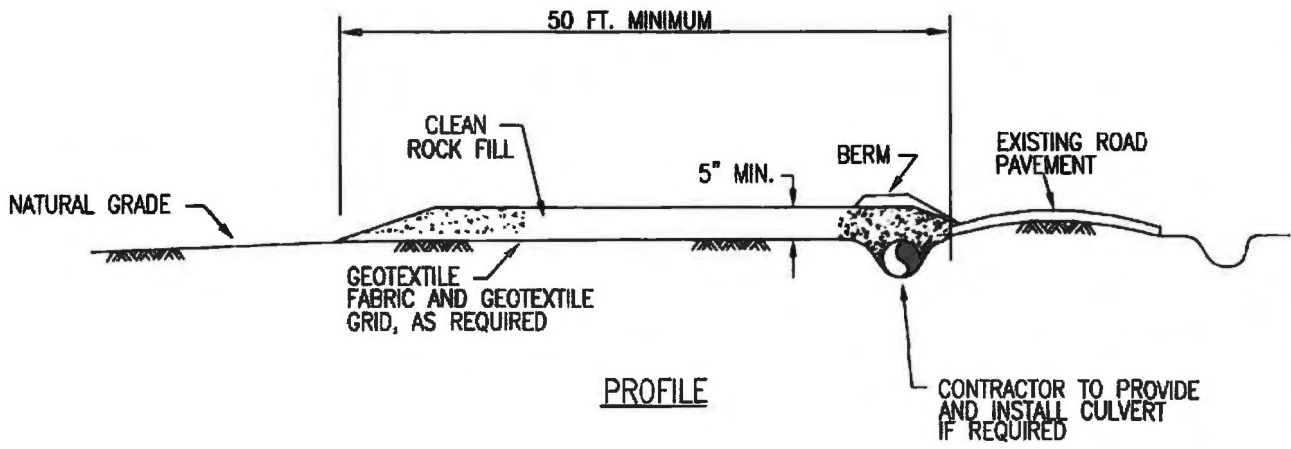
ON SITE  
Date Tile Installed: \_\_\_\_\_  
INSTALLED BY \_\_\_\_\_  
METAL OR CONCRETE \_\_\_\_\_  
COUNTY ROAD SUPERINTENDENT [Signature]

**LG&E Bullitt County Pipeline Project**  
**Access Road**





PLAN VIEW



PROFILE

**NOTES:**

1. ACCESS PADS, AS ILLUSTRATED ABOVE, ARE TO BE INSTALLED ADJACENT TO EXISTING PAVED ROADS AT LOCATIONS IDENTIFIED ON THE CONSTRUCTION DRAWINGS OR AS DIRECTED BY THE COMPANY'S INSPECTOR.
2. IF USED IN AGRICULTURAL LAND, ROCK SHALL BE PLACED ON A GEOTEXTILE FABRIC TO FACILITATE ROCK REMOVAL.
3. SHOULD THE ROCK PAD BECOME INEFFECTIVE FOR REDUCING THE BUILDUP OF MUD AND DIRT AND MINIMIZING TRACKING ONTO THE PAVED ROAD, THE CONTRACTOR SHALL WASH THE EXISTING ROCK FILL SURFACE OR ADD A ROCK FILL LAYER TO THE ACCESS PAD.
4. CONTRACTOR SHALL KEEP PAVED ROAD SURFACES CLEAR OF MUD AND DEBRIS.
5. PRIOR TO PERMANENT SEEDING, CONTRACTOR SHALL REMOVE ALL IMPORTED ROCK FILL MATERIAL, GEOTEXTILE FABRIC AND CULVERT (IF INSTALLED) AND RESTORE THE GROUND TO NATURAL CONTOURS UNLESS OTHERWISE DIRECTED BY COMPANY'S INSPECTOR.

**ENEngineering**  
 28100 TORCH PARKWAY  
 WARRENVILLE, IL. 60555  
 TEL. 630-353-4000  
 FAX 630-353-7777  
 WWW.ENENGINEERING.COM

DRAWN BY	BK (ENE)
CHECKED BY	MDW (ENE)
PROJECT ENG.	MDW (ENE)
APPROVED BY	DAD (ENE)
DATE	08-06-16
SCALE	N.T.S.

TYPICAL STABILIZED  
 CONSTRUCTION ENTRANCE



DRAWING:  
 EXHIBIT-04

## DEED OF EASEMENT

This DEED OF EASEMENT made and entered into on this the 15<sup>th</sup> day of November, 2018, by and between the undersigned, ERNEST RAY WALLS III and KRISTINA C. WALLS, husband and wife, with a mailing address of 157 Colyer Lane, Shepherdsville, Kentucky 40165 Tax Parcel ID# 065-000-00-024, 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 right-of-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 30 feet wide lying 15 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 15 feet on each side of said center line and containing 0.33 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 Brian Todd Deeley and Kathy Ann Deeley, husband and wife, and dated the 20th day of September, 2000 and recorded in Deed Book 510, Page 799, 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 15<sup>th</sup> day of November, 2018.

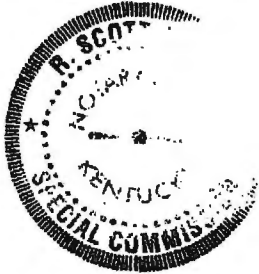
GRANTOR:

BY: *Ernest R. Walls III*  
ERNEST RAY WALLS III

BY: *Kristina C. Walls*  
KRISTINA C. WALLS

COMMONWEALTH OF KENTUCKY )  
COUNTY OF BULLITT )

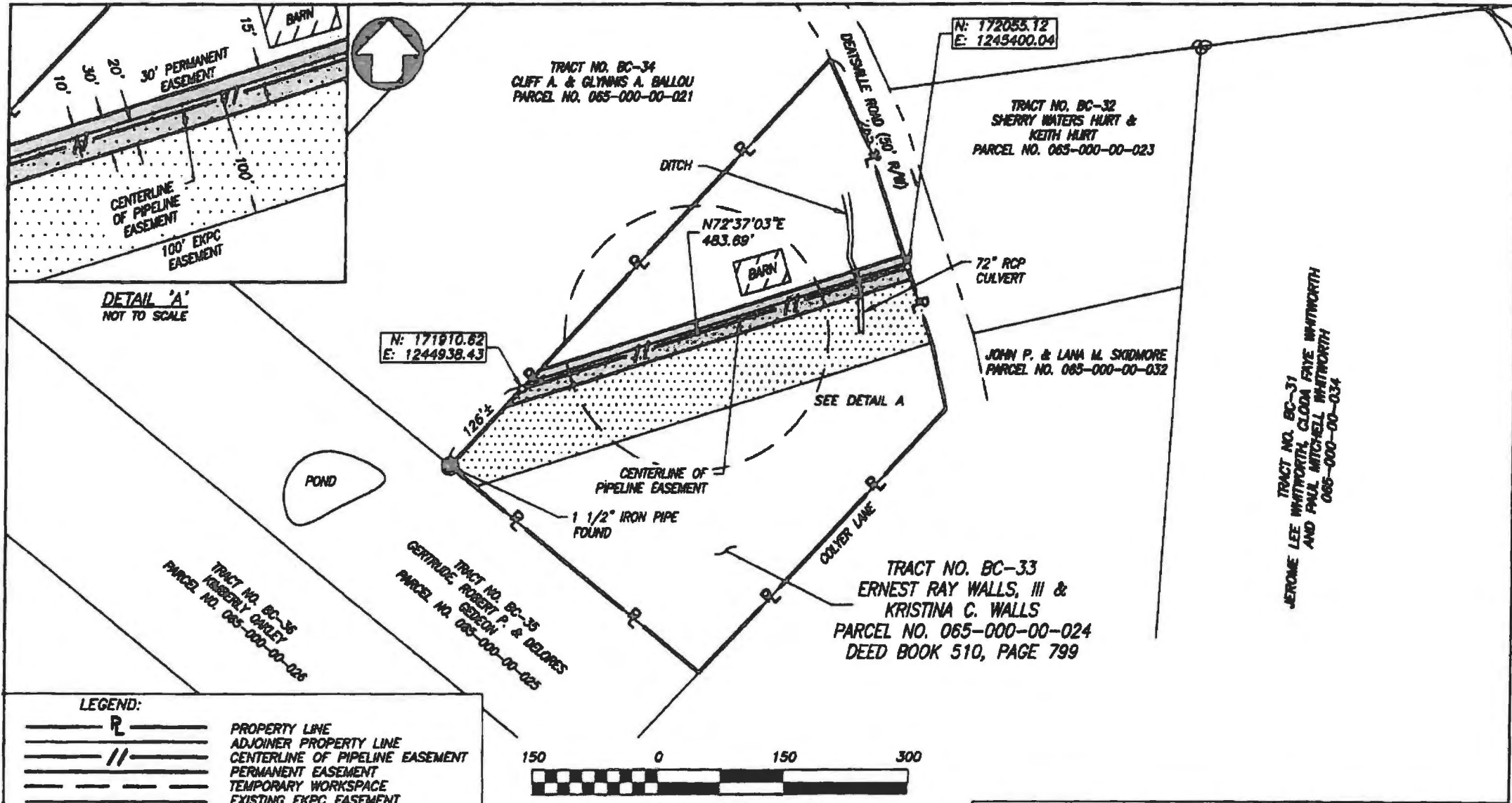
I, *R. Scott Spidel*, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by ERNEST RAY WALLS III and KRISTINA C. WALLS, husband and wife, to be their free act and deed.



Witness my hand this 15 day of November, 2018.  
My Commission Expires: 8-13-2019  
*R. Scott Spidel*  
NOTARY 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



DETAIL 'A'  
NOT TO SCALE

N: 171810.62  
E: 1244938.43

N: 172055.12  
E: 1243400.04

TRACT NO. BC-34  
CLIFF A. & GLYNIS A. BALLOU  
PARCEL NO. 065-000-00-021

TRACT NO. BC-32  
SHERRY WATERS HURT &  
KEITH HURT  
PARCEL NO. 065-000-00-023

JOHN P. & LANA M. SKIDMORE  
PARCEL NO. 065-000-00-032

TRACT NO. BC-33  
ERNEST RAY WALLS, III &  
KRISTINA C. WALLS  
PARCEL NO. 065-000-00-024  
DEED BOOK 510, PAGE 799

TRACT NO. BC-31  
JEROME LEE WHITWORTH, GLOOM FAYE WHITWORTH  
AND PAUL MITCHELL WHITWORTH  
065-000-00-034

LEGEND:

- PROPERTY LINE
- ADJOINER PROPERTY LINE
- CENTERLINE OF PIPELINE EASEMENT
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- EXISTING EKPC EASEMENT
- INTERIOR LOT LINE



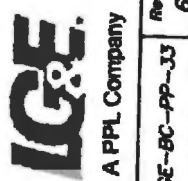
HORIZONTAL SCALE IN FEET

GENERAL NOTES:

- THE PURPOSE OF THIS PLAN IS TO SHOW THE LIMITS OF THE PERMANENT AND TEMPORARY EASEMENTS CROSSING THE SUBJECT PROPERTY. THE PROPERTY LINES SHOWN HEREON, ARE BASED ON RECORD DEEDS, COUNTY GIS DATA AND LIMITED FIELD EVIDENCE. PROPERTY LINES SHOWN HEREON ARE NOT THE RESULT OF A COMPREHENSIVE BOUNDARY SURVEY AND THE RESULTS ARE SUBJECT TO THE SAME.
- THE INFORMATION SHOWN HEREON IS AN ILLUSTRATION OF THE APPARENT PROPERTY LINES IN RELATION TO THE EASEMENTS AND WAS DEVELOPED FOR THE SOLE PURPOSE OF RIGHT-OF-WAY ACQUISITION. IT SHOULD NOT BE RELIED UPON TO CONSTRUCT FENCES, STRUCTURES, OR USED TO CONVEY ANYTHING EXCEPT THE EASEMENTS SHOWN HEREON.
- THIS PLAN AND ALL WORK ASSOCIATED WITH IT WAS PERFORMED BY ENCOMPASS ENERGY SERVICES, LLC & EN ENGINEERING INC., PURSUANT TO A PROFESSIONAL SERVICES CONTRACT BETWEEN EN ENGINEERING INC. AND LOUISVILLE GAS & ELECTRIC, INC.
- BEARINGS SHOWN HEREON ARE BASED ON MAD 83 KENTUCKY STATE PLANE NORTH, U.S. SURVEY FEET. DISTANCES SHOWN ARE GRID DISTANCES - APPLY APPROPRIATE SCALE FACTOR TO CONVERT TO GROUND DISTANCES.
- THIS PLAN IS THE RESULT OF FIELD SURVEY CONDUCTED BY ENCOMPASS ENERGY SERVICES, LLC. DURING 2017.
- CORNER TIES WITH "±" REFERENCE, ARE APPROXIMATE SCALED DISTANCES.

TOTAL PIPE LENGTH = 484' ±

AREAS	EASEMENT (EXISTING & NEW) WIDTH ACRES		AREA USED FOR CONSTRUCTION WIDTH ACRES	
	Width	Acres	Width	Acres
EXISTING EKPC PERMANENT EASEMENT	100'	N/A		
LG&E PERM. EASEMENT WITHIN EKPC PERM. EASEMENT	20'	0.22	20'	0.22
LG&E PERMANENT EASEMENT	30'	0.11	30'	0.11
TOTAL		0.33		0.33



BULLITT CO. PIPELINE  
CROSSING PROPERTY OF:  
ERNEST RAY WALLS, III &  
KRISTINA C. WALLS  
BULLITT COUNTY, KENTUCKY  
EXHIBIT "A"

Division:	KENTUCKY	Op. Area:	BULLITT
State:	N/A	Co./Par.:	N/A
Section:	05/15/18	Township:	Range:
Dist. B/P:	05/15/18	Date:	Project ID: EES-01281
Chk. B/P:	05/15/18	Date:	Scale: 1" = 150'
Appr. 10/17	05/15/18	Date:	Sheet 1 of 1

encompass  
14 MAINE STREET, STE 300  
BRUSHYCK, INE 04011  
TEL. 207.408.4681

**encompass**  
28100 TORCH PARKWAY  
INDEPENDENCE, IN 46050  
TEL. 630.353.4000

## 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 Section 1.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.