

Case No. 2020-00219
AEUG Madison Solar, LLC
Responses to Siting Board's Second Request for Information

1. Refer to AEUG Madison's response to Siting Board Staff's First Request for Information (Staff's First Request), Item 2.c.

a. State with specificity how the project layout was updated to address the viewshed concerns that were conveyed by neighboring landowners and whether these updates satisfied those landowners who expressed concerns with viewshed impacts.

RESPONSE: AEUG Madison recognizes neighboring landowners as stakeholders in the project and has coordinated with them throughout the development and permitting process. Setback distances from all occupied residential structures were increased from 200 feet to 300 feet as the result of discussions with neighboring landowners. Coordination with stakeholders will continue throughout the construction and operations phases of the project.

WITNESS: Mark Randall

b. Regarding those landowners that expressed concerns about the project's potential impact to property values, state how these landowners' concerns were addressed and whether the landowners were sufficiently satisfied with AEUG Madison's explanation. If any landowners were not sufficiently satisfied, state whether AEUG Madison has conducted any follow-up discussions or dialogue with these landowners.

RESPONSE: All neighboring landowners or community members with additional questions and/or requests for information following the public meeting, was offered a follow up phone call or online/virtual meeting to discuss their concerns. Not everyone who originally reached out accepted these offers.

For those individuals where follow- up conversations occurred, AEUG Madison Solar reiterated our response - that according to a wide range of existing property value assessments

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and studies performed by independent researchers, there are little to no findings that suggest that living in proximity to a solar facility similar to the one proposed would have a significant impact to property values. In addition, AEUG Madison Solar shared many of these studies and reports with the individuals who expressed interest. After sharing the studies and reports, there were no requests for additional follow ups.

WITNESS: Austin Roach

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2. Refer to Exhibit A, Preliminary Site Plan, attached to the AEUG Madison's responses to Siting Board Staff's First Request, and refer to the National Pipeline Mapping System (NPMS) at <https://www.npms.phmsa.dot.gov/>. Four natural gas transmission right-of-ways cross the project boundaries. There is one belonging to Columbia Gas Transmission (TCO E-KY line) that runs southeast to northwest through the project site in three places on its eastern side, but Exhibit A does not show this right-of-way, even though it may not interfere with the project's footprint. There are three pipeline right-of-ways that belong to Tennessee Gas Pipeline Company, owned by Kinder Morgan, that run west to east through the project. The most northern one is TGP 100 System 100-2, which pipeline according to NPMS is permanently abandoned. The right-of-way for TGP 100 System 100-4 is south of that, and TGP 800 System with two pipelines 800-1 and 800-2 is southernmost. Some of the project's internal roads in Exhibit A cross gas transmission pipeline right-of-ways.

a. State whether AEUG Madison has contacted Columbia Gas Transmission regarding its pipeline. According to NPMS the contact is Deborah Matthews, Manager, U.S. Integrity & Operations services, (304) 357-3171, deborah_matthews@tcenergy.com, 1700 MacCorkle Avenue SE, Charleston, WV 25314. Describe all contacts with this company.

RESPONSE: AEUG Madison is in the preliminary stages of title and survey review and will reach out to all pipeline operators, including Columbia Gas Transmission as part of this effort. We will obtain all necessary consents and crossing agreements from pipeline operators in regard to any impact the project will have on the existing pipelines. AEUG Madison has not had any direct contact with Columbia Gas Transmission yet.

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b. State whether AEUG Madison has a copy of the right-of-way easement for the Columbia Gas Transmission pipeline. If so, provide a copy of the easement

RESPONSE: Attached are copies of all pipeline right-of-way easements that appeared on title. There are no easements with "Columbia Gas Transmission." It appears that the original operator was Petroleum Exploration Incorporated, as predecessor-in-interest to Columbia Gas Transmission.

c. State whether AEUG Madison has contacted Kinder Morgan/Tennessee Gas Pipeline Company regarding the described right-of-ways. According to NPMS the contact is the Public Awareness Coordinator, (800) 276-9927, PUBLICAWARENESS@KINDERMORGAN.COM, 1001 Louisiana Street Suite 1000, Houston, TX 77002. Describe all contacts with this company.

RESPONSE: AEUG Madison is in the preliminary stages of title and survey review and will reach out to all pipeline operators, including Tennessee Gas as part of this effort. We will obtain all necessary consents and crossing agreements from pipeline operators in regard to any impact our project will have on the existing pipelines.

d. State whether AEUG Madison has a copy of the right-of-way easements for the Tennessee Gas Pipeline Company. If so, provide a copy of the easements.

RESPONSE: Attached are copies of all pipeline right-of-way easements in favor of Tennessee Gas that appeared on title.

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e. For the abandoned pipeline, state whether Tennessee Gas Pipeline Company has abandoned the easement. State whether AEUG Madison is aware of any restrictions that apply to crossing this easement or building upon it.

RESPONSE: Tennessee Gas Pipeline Company's easements that show up on title for the parcels within the Project are perpetual, so technically, even if the pipeline is abandoned, the grant of easement is still effective. The grants of easement allow the grantor (i.e. the landowner) to place roads, streets, fences, sidewalks, electric light and power lines, and telephone lines across the easement area as long as they are not placed directly on top of the pipeline. In this case, AEUG Madison will explicitly address the abandoned pipeline when working with Tennessee Gas Pipeline Company on consents/crossings for the project and will make sure that any consents/crossings also address any particular requirements Tennessee Gas Pipeline Company has in regard to this specific pipeline.

f. State whether Kinder Morgan/Tennessee Gas Pipeline Company has any stipulations about the internal project roads and fences that will cross the pipeline. According to Exhibit A, the following internal roads cross their pipelines: (1) near Access #1 over 800-1 and 800-2 ROW, (2) from A12 to A11 over 100-4 ROW, and (3) from A16 north to B3 over 100-4 ROW twice. State whether there is a vehicular weight or frequency limit either from Kinder Morgan or the U.S. Department of Transportation's Pipeline and Hazardous Materials Administration regarding use of any internal roads that will cross the pipeline.

RESPONSE: The Project will include any of Tennessee Gas' requirements regarding project roads and fences in the form of consent/crossing agreement obtained for any of our infrastructure

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which impacts the pipelines. We will build these such requirements into our site design and modify the existing site design as necessary.

g. Revise Exhibit A to clearly show the transmission pipeline right-of- ways, and label with the pipeline system name. Include the right-of-way for Columbia Gas.

RESPONSE: We are unable to provide a revised Exhibit A to clearly show the transmission pipeline right-of- ways, and label with the pipeline system name, including the right-of-way for Columbia Gas, until the field survey is complete. A revised Exhibit A can be submitted for reference prior to the start of construction.

WITNESS: Kyle Gerking

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AEUG Madison Solar, LLC
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Petroleum Exploration ROWs

64
RD
2-21-27
110

Davis Ernest
To Right of Way
Petroleum Exploration Co.

Know All Men By These Presents That for and in consideration of the sum of 25¢ cents per rod for each pipe line and 50¢ cents per 'post for all telegraph and telephone lines of which the sum of One & No/100 Dollars (\$1.00) is in hand paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged and the balance, if any, shall be paid by the said Grantee, its successors and assigns to the said Grantors their heirs or assigns, when and as the said lines shall be completed, Ernest Davis & Almedia Davis, his wife, of Red House Ky., Grantors do sell, grant and convey unto Petroleum Exploration (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the the right from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same, for the transportation of oil or gas, and telegraph and telephone lines on, over across and through the lands of the Grantor situate on the waters of Otter Creek in the precinct of _____ in the County of Madison, in the state of Kentucky, containing 47½ acres, more or less, substantially bounded as follows: On the north by the lands of Red House Methodist church . On the east by the lands of Richmond & Winchester Pike . On the south by lands of R.A. Cosby . On the west by the lands of Elihu Biggerstaff together with the right of ingress and egress on, over, across and through the above described lands of the Grantor, for the purpose hereof; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Kentucky.

The said Grantors their heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore sold, granted and conveyed to the said Grantee, its successors and assigns, who hereby agree, in addition to the consideration above mentioned, to pay any damages which may arise to crops and fences on said premises from the laying, relaying, constructing, repairing, maintaining, operating or removing of any such pipe line, or telegraph or telephone line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be chosen by the said Grantors, their heirs or assigns, one by the said Grantee, its successors or assigns, and the third by the two so chosen; and the award of such three persons shall be final and conclusive; and the said Grantee, its successors or assigns, may at any time change the size of any such pipe line, the damage, if any, to said crops and fences in making such change to be ascertained determined and paid as aforesaid.

When the said Grantee, its successors or assigns, shall remove all property placed on said premises with intent to abandon the rights and easements hereby granted the same shall cease and determine.

In Witness Whereof the said Grantors have hereunto set their hands and seals this 17th, day of February A.D. 1926.

Signed, sealed and delivered
in the presence of:

State of Kentucky, SS.
County of Madison,

Ernest Davis (SEAL)
Almedia Davis (SEAL)

I, J.P. Chenault, Notary Public in and for said county in the

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I, Ernest Davis and Almedia Davis his wife, personally known to me to be the same persons whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of homestead, given under my hand this 7th, day of July A.D. 1926
 My commission expires 6/ 21- 30 (SEAL)

J.P. Chenault, Notary Public

State of Kentucky, Sct.
 County of Madison,

I, W.B. Turley, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Petroleum Exploration Co. was on the 25, day of January 1927, at 2:50 o'clock P.M. produced to me in my office certified as above for record. Whereupon the same and the foregoing and this certificate are duly recorded in my office.
 Witness my hand this 29, day of January 1927.

E.C.L.
Jan 21-27
 Searcy Mrs. C.L.
 To Right of Way
 Petroleum Exploration Co.

By *W.B. Turley* Clerk
E.G. Higgins D.C.

Know All Men By These Presents: That for and in consideration of the sum of 25¢ cents per rod for each pipe line and 50¢ cents per post for all telegraph and telephone lines, of which the sum of One & no/100 Dollars. (\$1.00) is in hand paid by the Grantor to the Grantee, the receipt whereof is hereby acknowledged, and the balance, if any, shall be paid by the said Grantee, its successors and assigns, to the said Grantor her heirs or assigns, when and as the said lines shall be completed, Mrs. C.L. Searcy Grantor do sell, grant and convey unto Petroleum Exploration (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the right from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same, for the transportation of oil or gas; and telegraph and telephone lines, on, over, across and through the lands of the Grantor situate on the waters of Muddy Creek in the precinct of _____, in the county of Madison in the state of Kentucky, containing _____ acres more or less, substantially bounded as follows: On the north by the lands of W.N. Moberley & J.W. Covington. On the east by the lands of J.W. Covington & S.B. Hendren. On the south by the lands of other lands of Grantor (Residence) and R. & I. pile. On the west by the lands of other lands of Grantor Residence, together with the right of ingress and egress on, over, across and through the above described lands of the Grantor, for the purposes hereof; hereby releasing and waiving all rights under and by the virtue of the Homestead Exemption Laws of Kentucky.

The said Grantor her heirs and assigns, to fully use and enjoy the said premises except for the purposes hereinbefore sold, granted, and conveyed to the said Grantee its successors and assigns, who hereby agree, in addition to the consideration above mentioned, to pay any damages which may arise to crops and fences on said premises from the laying, relaying, constructing, repairing, maintaining, operating or removing of any such pipe line, or telegraph or telephone line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one

... pipe line and 50¢ cents per post for all telegraph and telephone lines, of which the sum of One & no/100 Dollars. (\$1.00) is in hand paid by the Grantor to the Grantee, the receipt whereof is hereby acknowledged, and the balance, if any, shall be paid by the said Grantee, its successors and assigns, to the said Grantor her heirs or assigns, when and as the said lines shall be completed, Mrs. C.L. Searcy Grantor do sell, grant and convey unto Petroleum Exploration (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the right from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same, for the transportation of oil or gas; and telegraph and telephone lines, on, over, across and through the lands of the Grantor situate on the waters of Muddy Creek in the precinct of _____, in the county of Madison in the state of Kentucky, containing _____ acres more or less, substantially bounded as follows: On the north by the lands of W.N. Moberley & J.W. Covington. On the east by the lands of J.W. Covington & S.B. Hendren. On the south by the lands of other lands of Grantor (Residence) and R. & I. pile. On the west by the lands of other lands of Grantor Residence, together with the right of ingress and egress on, over, across and through the above described lands of the Grantor, for the purposes hereof; hereby releasing and waiving all rights under and by the virtue of the Homestead Exemption Laws of Kentucky.

Ernest Davis (SEAL)
 Almedia Davis (SEAL)

appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of homestead. Given under my hand this 7th, day of July A.D. 1926.

My commission expires 6- 21-30. (SEAL)
State of Kentucky, Sct.
County of Madison,

J.P.Chenault, Notary Public
Madison Co.Ky.

I, W.B.Turley, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Petroleum Exploration was on the 25, day of January 1927 at 2:50 P.M. produced to me in my office certified as above for record. Whereupon the same and the foregoing and this certificate are duly recorded in my office.

Witness my hand this 2, day of March 1927.

Noland Nathan G.&c.
To Right of Way.
Petroleum Exploration

By
W.B.Turley, Clerk
E. J. Higgins D.C.

*Ex 6
Rec
3-27-27*

Know All Men By These Presents: That for and in consideration of the sum of 25¢ cents per rod for each pipe line and 50¢ cents per post for all telegraph and telephone lines, of which the sum of One & no/100 Dollars (\$1.00) is in hand paid by the Grantee to the Grantors, the receipt whereof is hereby acknowledged, and the balance, if any, shall be paid by the said Grantee, its successors and assigns, to the said Grantor, heirs or assigns, when and as the said lines shall be completed, Nathan G. Noland, and Rosa H. Noland, his wife, of Union City, Madison County Ky., Grantors, do sell, grant and convey unto Petroleum Exploration Company (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the right from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same, for the transportation of oil or gas, and telegraph and telephone lines, on, over, across and through the lands of the Grantor situate on the waters of Otter Creek in the precinct of _____ in the county of Madison, in the State of Kentucky, containing 80 acres more or less, substantially bounded as follows: On the north by the lands of Jake Hackett & Dan Noland. On the east by the lands of Dan Noland. On the south by the lands of John Parks. On the west by the lands of John Parks & Jake Hackett together with the right of ingress and egress on, over, across and through the above described lands of the Grantor for the purpose hereof; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Kentucky.

The said Grantor his heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore sold, granted and conveyed to the said Grantee its successors and assigns, who hereby agree, in addition to the consideration above mentioned, to pay any damages which may arise to crops and fences on said premises from the laying, relaying, constructing, repairing, maintaining, operating or removing of any such pipe line, or telegraph or telephone line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be chosen by the said Grantors, their heirs or assigns, one by the said Grantee, its

Earnest Davis
Almedia Davis

said county, in the
Almedia Davis personally
to see within inst-

State of Kentucky, ss.
County of Madison,

I, Madaline Jones, Notary Public in and for said county, in the state aforesaid, do hereby certify that Willie Igo, personally known to me to be the same person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the purposes therein set forth, including the release and waiver of homestead.

Given under my hand this 31, day of January 1927, A. D.
My Commission expires 10- 15- 29. (SEAL)

Madaline Jones, Notary Public.

State of Kentucky, Sct.
County of Madison,

I, W.B. Turley, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Petroleum Exploration was on the 16, day of February 1927, at 3:0'clock P.M. produced to me in my office certified as above for record. Whereupon the same and the foregoing and this certificate are duly recorded in my office.

Witness my hand this 4, day of March 1927.

W.B. Turley Clerk
E. F. Higgins D. C.

Black General &c.
To Right Of Way
Petroleum Exploration

EX-192
3-21-27

By

Know All Men By These Presents: That for and in consideration of the sum of 25 cents per rod for each pipe line and 50 cents per post for all telegraph and telephone lines, of which the sum of One Dollar (\$1.00) is in hand paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, and the balance, if any, shall be paid by the said Grantee, its successors and assigns, to the said Grantors heirs or assigns, when and as the said lines shall be completed, General Black & Mary Black, his wife Grantor do sell, grant and convey unto Petroleum Exploration (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the right from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same for the transportation of oil or gas, and telegraph and telephone lines on, over, across and through the lands of the Grantor situate on the waters of Otter Cr. in the precinct of , in the county of Madison, in the state of Kentucky, containing acres more or less, substantially bounded as follows: On the north by the lands of Lost Fork Pike. On the east by the lands of Rufus Taylor. On the south by lands of Rufus Taylor. On the west by the lands of Lost Fork Pike & Roy Minter together with the right of ingress and egress on, over, across and through the above described lands of the Grantor, for the purposes hereof; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Kentucky.

The said Grantors their heirs and assigns, to fully use and enjoy the said premises except for the purposes hereinbefore sold, granted and conveyed to the said Grantee, its successors and assigns, who hereby agree, in addition to the consideration above mentioned, to pay any damages which may arise to crops and fences on said premises from the laying, relaying, constructing, repairing, maintaining, operating or removing of any such pipe line, or telegraph or telephone line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be chosen by the said Grantors their heirs or assigns, one by the said Grantee, its successors or assigns, and the third by the two so chosen; and the award of such three persons shall be final and conclusive; and the said Grantee, its successors or assigns, may at any time change the size of any such pipe line, the damage if any, to said crops and fences in making such change to be ascertained, determined and paid as aforesaid. When the said Grantee, its successors or assigns, shall remove all property placed on said premises with intent to abandon the rights and easements hereby granted, the same shall cease and determine. Grantee agrees not to cut any wire fences on premises and agrees to place telephone posts in fence row.

In Witness Whereof the said Grantor has hereunto set their hands and seals this day of

A. D. 192

General Black (SEAL)
Mary Black (SEAL)

Signed, sealed and delivered in the presence of:
Earl D. Wallace
Jack Wheeler
G. W. Wheeler

State of Kentucky, ss.
County of Clark,

I, Linville Jackson, County Clerk in and for said county, in the state aforesaid, do hereby certify that General Black personally known to me to be

the same person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the purposes therein set forth including the release and waiver of homestead.

Given under my hand this 15, day of January A.D. 1927. Linville Jackson, County Clerk

State of Kentucky, County of Clark. ss. I, John H. Lacy, Notary Public in and for said county, in the State aforesaid, do hereby certify that Mary Black personally known to me to be the person whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as her free and voluntary act, for the purposes set forth, including the release and waiver of homestead.

Given under my hand this 18, day of January A.D. 1927. My commission expires March 7- 1928. (SEAL) John H. Lacy Notary Public

State of Kentucky, County of Madison, Sct. I, W.B. Turley, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Petroleum Exploration was on the 16, day of February 1926 at 3:0'clock P.M. produced to me in my office certified as above for record. Whereupon the same and the foregoing and this certificate are duly recorded in my office. Witness my hand this 4, day of March 1927.

W.B. Turley Clerk D.C. E.P. Higgins

Morgal A.L.&c. To Right of Way Petroleum Exploration

Know All Men By These Presents: That for and in consideration of the sum of 25 cents per rod for each pipe line and 50 cents per post for all telegraph and telephone lines, of which the sum of One and No/100 Dollars (\$1.00) is in hand paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, and the balance, if any, shall be paid by the said Grantee, its successors and assigns, to the said Grantors their heirs or assigns, when and as the said lines shall be completed, A.L. Morgan and Sallie K. Morgan Grantors do sell, grant and convey unto Petroleum Exploration (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the right from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same, for the transportation of oil or gas, and telegraph and telephone lines, on, over across and through the lands of the Grantor situate on the waters of Otter Creek in the precinct of , in the county of Madison, in the state of Kentucky, containing 47 1/2 acres more or less, substantially, bounded as follows: On the north by the lands of Otter Creek- White Hall pike. On the east by the lands of Winchester-Richmond Pike. On the south by lands of Robert Cosby. On the west by the lands of Steve House, W.J. Lanter together with the right of ingress and egress on over, across and through the above described lands of the Grantors, for the purposes hereof; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Kentucky.

The said Grantors their heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore sold, granted and conveyed to the said Grantee, its successors and assigns, who hereby agree, in addition to the consideration above mentioned, to pay any damages which may arise to crops and fences on said premises from the laying, relaying, constructing, repairing maintaining, operating or removing of any such pipe line, or telegraph or telephone line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons one to be chosen by the said Grantors their heirs or assigns, one by the said Grantee, its successors or assigns, and the third by the two so chosen; and the award of such three persons shall be final and conclusive; and the said Grantee, its successors or assigns, may at any time change the size of any such pipe line, the damage if any, to said crops and fences in making such change to be ascertained, determined and paid as aforesaid.

When the said Grantee, its successors or assigns, shall remove all property placed on said premises with intent to abandon the rights and easements hereby granted, the same shall cease and determine;

In Witness Whereof the said Grantors have hereunto set their hands and seal

I, Ernest Davis and Almedia Davis his wife, personally known to me to be the same persons whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the purposes therein set forth, including the release and waiver of homestead, given under my hand this 7th, day of July A.D. 1926
My commission expires 6/ 21- 30 (SEAL)

J.P. Chenault, Notary Public

State of Kentucky, Sct.
County of Madison,

I, W.B. Turley, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Petroleum Exploration Co. was on the 25, day of January 1927, at 2:50 o'clock P.M. produced to me in my office certified as above for record. Whereupon the same and the foregoing and this certificate are duly recorded in my office.
Witness my hand this 29, day of January 1927.

E.C.L.
Jan 21-27
Searcy Mrs. C.L.
To Right of Way
Petroleum Exploration Co.

By *W.B. Turley* Clerk
E.G. Higgins D.C.

Know All Men By These Presents: That for and in consideration of the sum of 25¢ cents per rod for each pipe line and 50¢ cents per post for all telegraph and telephone lines, of which the sum of One & no/100 Dollars. (\$1.00) is in hand paid by the Grantor to the Grantee, the receipt whereof is hereby acknowledged, and the balance, if any, shall be paid by the said Grantee, its successors and assigns, to the said Grantor her heirs or assigns, when and as the said lines shall be completed, Mrs. C.L. Searcy Grantor do sell, grant and convey unto Petroleum Exploration (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the right from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same, for the transportation of oil or gas; and telegraph and telephone lines, on, over, across and through the lands of the Grantor situate on the waters of Muddy Creek in the precinct of _____, in the county of Madison in the state of Kentucky, containing _____ acres more or less, substantially bounded as follows: On the north by the lands of W.N. Moberley & J.W. Covington. On the east by the lands of J.W. Covington & S.B. Hendren. On the south by the lands of other lands of Grantor (Residence) and R. & I. pile. On the west by the lands of other lands of Grantor Residence, together with the right of ingress and egress on, over, across and through the above described lands of the Grantor, for the purposes hereof; hereby releasing and waiving all rights under and by the virtue of the Homestead Exemption Laws of Kentucky.

The said Grantor her heirs and assigns, to fully use and enjoy the said premises except for the purposes hereinbefore sold, granted, and conveyed to the said Grantee its successors and assigns, who hereby agree, in addition to the consideration above mentioned, to pay any damages which may arise to crops and fences on said premises from the laying, relaying, constructing, repairing, maintaining, operating or removing of any such pipe line, or telegraph or telephone line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one

Ernest Davis (SEAL)

Almedia Davis (SEAL)

and for said county is the

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to 5, 21, 27*

Davis Ernest &c.

To Right of Way.

Petroleum Exploration

Know All Men By These Presents: That for and in consideration of the sum of 25¢ cents per rod for each pipe line and 50¢ cents per post for all telegraph and telephone lines, of which the sum of One & no/100 Dollars (\$1.00) is in hand paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged, and the balance, if any, shall be paid by the said Grantee, its successors and assigns, to the said Grantor heirs or assigns, when and as the said lines shall be completed, Ernest Davis and Almedia Davis, his wife, of Red House Ky., Grantor do sell, grant and convey unto Petroleum Exploration (Incorporated) Grantee, its successors and assigns forever, the right of way for, and the right of from time to time to lay, relay, construct, repair, maintain, operate and remove, a pipe line, and any additional pipe line or lines alongside of the same, for the transportation of oil or gas, and telegraphs and telephone lines, on, over across and through the lands of the Grantor situate on the waters of Otter Creek in the precinct of _____ in the County of Madison in the State of Kentucky, containing 245 acres, more or less, substantially bounded as follows:- On the north by the lands of Rufus Taylor. On the east by the lands of Elihu Biggerstaff, On the south by the lands of R.A. Cosby. On the west by the lands of Wilson Mades, together with the right of ingress and egress on, over, across and through the above described lands of the Grantor, for the purposes hereof; hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of Kentucky.

The said Grantors their heirs and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore sold, granted and conveyed to the said Grantee; its successors and assigns, who hereby agree, in addition to the consideration above mentioned, to pay any damages which may arise to crops and fences on said premises from the laying relaying, constructing, repairing, maintaining, operating or removing of any such pipe line, of telegraph or telephone line; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be chosen by the said Grantors their heirs or assigns, one by the said Grantee, its successors or assigns, and the third by the two so chosen; and the award of such three persons shall be final and conclusive; and the said Grantee, its successors or assigns, may at any time change the size of any such pipe line, the damage, if any, to said crops and fences in making such change to be ascertained, determined and paid as aforesaid.

When the said Grantee, its successors or assigns, shall remove all property placed on said premises with intent to abandon the rights and easements hereby granted, the same shall cease and determine.

In Witness Whereof the said Grantors have hereunto set their hands and seals, this 7th, day of December A.D. 1925.

Signed, sealed and delivered
in the presence of:

Ernest Davis
Almedia Davis

State of Kentucky,
 ss,
County of Madison

I, J.P. Chenault, Notary Public in and for said county, in the State aforesaid, do hereby certify that Ernest Davis and Almedia Davis personally known to me to be the same persons whose names are subscribed to the within instrument

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Case No. 2020-00219
AEUG Madison Solar, LLC
Responses to Siting Board's Second Request for Information

Tennessee Gas ROWs

Commissioner

Del. C. B. [Signature]
11/29/48.

To Deed

Tennessee Gas Transmission Company

TENNESSEE GAS TRANSMISSION CO.

APPELLANT

VS. COMMISSIONER'S DEED

CORA L. EADES: J. W. EADES AND LIZZIE EADES,
HIS WIFE, EVERETT P. EADES AND RUGY EADES,
HIS WIFE, NANNIE E. POWELL, A WIDOW: KATIE
LAURA COSBY AND ADDISON COSBY, HER HUSBAND:
VERNON EADES: SHEARER D. EADES: HARVEY GREEN

APPELLEES

THIS DEED of conveyance made and entered into this 29th day of October, 1948, by and between ^{Cora} Cora L. Eades, J. W. Eades and Lizzie Eades his wife, Eyvette P. Eades and Ruby Eades his wife, Nannie E. Powell a widow, Katie Laura Cosby and Addison Cosby her husband, Vernon Eades, Shearer D. Eades and Harvey Green, all by Hume Park, Commissioner of the Madison Circuit Court, parties of the first part, and Tennessee Gas Transmission Company, a corporation, party of the second part, witnesseth, that:

WHEREAS, appellant has heretofore instituted a condemnation proceeding in the Madison County Court for the condemnation of a right of way and easement for the construction operation and maintenance of a pipe line for the transmission of natural gas over and across the lands of the appellees, and,

WHEREAS, subsequent to a trial and judgment in the said Madison County Court the appellant has prosecuted and appeal to this court and the same now bears case #6264, and

WHEREAS, a judgment was rendered in the aovd styled actio n on the 18th day of October, 1948, underthe terms of which this Commissioner was ordered to execute and deliver for and on behalf of the above named appellees a deed conveying to appellant the right of way and easement hereinafter referred to and reference is made to the above styled cause and the judgment so rendered,

NOW, THEREFORE, in consideration of the pa emises and the payment of \$900.00 to the appellees herein named, the receipt of which is hereby acknowledged the parties of the first part have bargained and sold and by these presents do hereby grant, bargain, sell and convey unto party of the second part, its successors and assigns the following right of way and easement in Madison County, Kentucky, to-wit:

A perpetual right of way and easement assignable in whole or in part, as a right of way and easement in, under, upon, over and across a strip of land 50 feet in width throughout, except as nOted in the Stipulation and made part of Court record, in Madison County, Kentucky the property of the appellees/Grantors, and herein after described, together with the right of ingress and egress over and across the lands of the said appellees/ Grantors to and from said right of way and easement, for the purpose of laying, constructing, maintaining, operating, altering, replacing or removing a pipe line for the transmission of natural gas and all by products thereof which can be transmitted through a pipe line, including the right to remove or cause to be removed from said right of way and easement all rocks, trees, limbs and other obstructions (not including fences) which, in the judgment of the Appellant Granttee might endanter or interfere with the use of said right of way and easement and the right of ingress and egress, shall be subject to the following limitation:

A. Whenever it becomes necessary for Appellant/Grantee or its agents or contractors, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing.

B. The pipe line hereinabove referred to shall be buried to a depth of

not less than twenty four (24) inches measured from the top of the pipe to the average level of the original ground on the two sides of the ditch in which the pipe line is laid, and all ruts and depressions caused by construction operations shall be leveled immediately after completion of the laying of such line.

C. Appellant Grantee shall remove all stakes or posts which may have been put into the ground and shall take reasonable measures to pack the backfill to prevent subsidence and generally to restore the surface of the land to as nearly its original condition as may be practicable.

D. Appellant/Grantee shall have the right to place only one pipe line under the easement involved herein.

E. The right of ingress and egress hereinabove referred to shall be confined to the right of way and easement, above described, except when emergency or necessity required Appellant Grantee to go outside the limits of said right of way and easement, which it is not now contemplated it will have to do, but if and when such emergency or necessity arises and Appellant Grantee exercises the right of ingress and egress over and across any part of the remaining lands of the Appellees Grantors, said use and all damages incident thereto shall be paid for when and if such right of ingress and egress is exercised by Appellant Grantee.

In addition to all of the rights that are reserved to the Appellees/Grantors as a matter of law, there is further specifically reserved to the Appellees Grantors the right to make every use of the land covered by said easement which will not unreasonably interfere with the rights which Appellant/Grantee is acquiring herein, including the following specific rights, this enumeration being merely by way of illustration and not by way of limitation.

A. Appellant/Grantee shall never have the right to fence the whole or any part of the said easement, but Appellees/Grantors shall have the right to fence the whole or any part of the boundaries thereof, and/or to build cross fences, but Appellees Grantors shall not be required to place any fences on or adjacent to said easement unless they desire to do so.

B. Appellees/Grantors shall have the right to place along, across and over said right of way and easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, and any and all other utilities as the Appellees/Grantors may desire, provided however, that if the same are placed along, as distinguished from across said easement, they shall not be placed over the pipe line laid under said easement.

The right of way and easement conveyed hereby for operations of Appellant Grantee is fifty (50) feet in width throughout, except as noted in the Stipulation and made part of court record, and extends over, under, along and across the lands of the Appellees Grantors in Madison County, Kentucky, and is more particularly described as follows:

The center line of said right of way and easement being described as follows:

Beginning at a point in West boundary of Cora Eades tract, Said point being 253 feet south of common corner between Spurlin and Eades; thence N 61 degrees 39 minutes E 685 feet; thence N 74 degrees 39 minutes E 1417 feet; thence N 66 degrees 56 minutes E 64 feet; thence N 41 degrees 51 minutes E 651 feet to a point in North boundary of Eades tract - said point being 2750 feet East of N. W. corner of said Cora Eades tract.

The right of way and easement contains 3.23 acres more or less.

And being the same land devised to the appellee, Cora L. Eades, for life with remainder in fee to J. W. Eades, Everette P. Eades, Nannie E. Powell, Katie Laura Cosby, Vernon Eades and Shearer D. Eades by will of Wilson N. Eades which said will is recorded in Will Book 5 at page 345, Madison County Court Clerk's office. And also being land adjoining G. R. Spurlin and other devisees under the will of Wilson N. Eades. This right of way and easement is 50 feet in width throughout except as set out in a Stipulation entered in Madison County Court which Stipulation reads as follows:

It having developed on the trial on the above styled cause that a small portion of the right of way and easement described in the plaintiff's petition lies within the boundary lines of a tract of land consisting of 252.83 acres, more or less, which tract was conveyed in fee simple to Cora L. Eades and Shearer D. Eades jointly by E. E. Freeman and his wife, Laura Freeman, by deed dated October 24, 1935 and recorded in Deed Book 114 at page 23, in the office of the Clerk of the Madison County Court, it is now stipulated and agreed by and between parties plaintiff and defendant through counsel of record, that proportion of the total sum or sums awarded by the jury for the use and occupancy of said easement and the damage resulting to adjacent lands of defendant shall be adjudged and paid to the said Cora L. Eades and Shearer D. Eades as the portion of said right of way and easement lying within the tract owned by them in fee simple bears to the entire and total right of way and easement described in plaintiff's petition as the same hereinafter may be ascertained by proper calculation or as agreed upon by the defendants.

TO HAVE AND TO HOLD the within described right of way and easement unto the party of the second part, its successors and assigns forever for the purpose aforesaid and the said Hume Park, as Commissioner of the Madison Circuit Court, in said proceedings hereby conveys all the right, title and interest, legal and equitable, of the parties of the first part in and to said tract of land for the uses and purposes herein specified and warrants the title thereto so far as he is authorized by the judgment, orders and proceedings, but no further, nor does he bind himself personally by anything contained in this deed in any event whatsoever.

IN TESTIMONY WHEREOF the said Hume Park as Commissioner aforesaid, has hereunto subscribed his name this the 29 day of October, 1948.

Hume Park
Commissioner Madison Circuit Court.

STATE OF KENTUCKY

COUNTY OF MADISON

I, W. J. Baxter, Judge of the Madison Circuit Court, do hereby certify that the foregoing deed of conveyance was this day acknowledged before me in open court by Hume Park as Commissioner of the Madison Circuit Court, which deed was examined and approved in open Court and it is ordered that said deed be now transmitted, duly certified, to the Clerk of the Madison County Court for record.

This the 29 day of October, 1948.

W. J. Baxter, Judge
Madison Circuit Court.

STATE OF KENTUCKY

COUNTY OF MADISON

I, Cecie M. Thorpe, Clerk of the Madison Circuit Court, do hereby certify that the foregoing deed of conveyance from Cora L. Eades, J. W. Eades and Lizie Eades his wife Everette P. Eades and Ruby Eades his wife, Nannie E. Powell a widow and Katie Laura Cosby and Addison Cosby her husband, Vernon Eades, Shearer D. Eades, and Harvey

Green, by Hume Park, Commissioner of the Madison Circuit Court to Tennessee Gas Transmission Company was on the 29 day of October, 1948, presented in open Court by Hume Park, as Commissioner, and was by him duly acknowledged to be his act and deed and to be the act and deed of the said Cora L. Eades, and the others whose names appear above and the said deed having been examined by the Court was approved and so endorsed by the Judge thereof and ordered to be transmitted, duly certified, to the Clerk of the Madison County Court for record, which is now accordingly done.

Witness my hand this 29 day of October, 1948.

Cecie M. Thorpe
Clerk, Madison Circuit Court.

STATE OF KENTUCKY

COUNTY OF MADISON

I, J. B. Arnett, Clerk of the County and State aforesaid, hereby certify that the foregoing deed of conveyance was on the 24 day of ~~October~~ November, 1948 lodged for record, in my office. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand this 24th day of November, 1948.

J. B. Arnett
Clerk, Madison County Court.

Stamps \$1.10

By: E. M. Hard D. C.

Commissioner

To Deed ⁶⁶

*rel to E. B. Norton
11/29/48.*

Tennessee Gas Transmission Company

TENNESSEE GAS TRANSMISSION CO.

APPELLANT

VS. COMMISSIONER'S DEED

R. R. RICHARDS, THOMAS W. WILLIAMS AND HARRY COSBY

APPELLEE

THIS DEED of conveyance made and entered into this 29th day of October, 1948 by and between R. R. Richards, Thomas W. Williams and Harry Cosby, all by Hume Park Commissioner of the Madison Circuit Court, parties of the first part, and Tennessee Gas Transmission Company, a corporation, party of the second part, witnesseth, that,

WHEREAS, appellant has heretofore instituted a condemnation proceeding in the Madison County Court for the condemnation of a right of way and easement for the construction operation and maintenance of a pipe line for the transmission of natural gas over and across the lands of the appellees, and

WHEREAS, subsequent to a trial and judgment in the said Madison County Court the appellant has prosecuted an appeal to this court and the same now bears case #6219, and

WHEREAS, a judgment was rendered in the above styled action on the 27 day of October, 1948, under the terms of which this Commissioner was ordered to execute and deliver for and on behalf of the above named appellees a deed conveying

Cosby, Mary Nelson and W. H.

Mailed to T. G. Trans. Co.
Feb. 10, 1949

To Cathodic Protection Unit Easement

Tennessee Gas Transmission Company

STATE OF KENTUCKY

COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Mary Nelson Cosby and W. H. Cosby (hereinafte called Grantor, whether one or more, for and in consideration of the sum of One hundred dollars and n0/100 (\$100.00) dollars, in hand paid, the receipt of which is hereby acknowledged, does heeby grant and convey unto Tennessee Gas Transmission Company, a corporation (hereinafter called Grantee), its successors and assigns, an easement and right of use for the purpose of constructing maintaining, using and removing a Cathodic Protection Unit consisting of poles, wires, ground bed and all appurtenances thereto, to be used in connection with the operation of pipe line or pipe lines of Grantee, its successors and assigns at a location to be selected by Grantee, on the following described lands of the Grantor inthe County of Madison, State of Kentucky to-wit:

Bounded on the north by the lands of Uhlan Cosby, East by U. S. Highway No. 227 and G. R. Spurlin, south by Miss Cora Eades, west by Spurlin lands. Being the same land described in that certain deed dated January 2, 1942, recorded in Deed Book 124 page 424, of the Public records of Madison County, Kentucky.

TO HAVE AND TO HOLD said easement and right of use unto said Grantee, its successors and assigns until said Unit be constructed and so long thereafte as said Unit is maintained thereon or so long as Grantee, its successors and assigns, maintan grantee's presently existing pipe line, togetherwith the right of ingress and egress over and across the Grantor's lands to and from the location of said Unit.

THE GRANTEE, by the acceptance hereof, agrees to pay for any damage to crops and fences which may arise from the Grantee's ingress and egress to and from said Unit.

WITNESS MY HAND (or our hands) this 12th day of January, 1949.

Witness T. R. Hicks

Mary Nelson Cosby

C. B. Norton

W. H. Cosby

STATE OF KENTUCKY

COUNTY OF MADISON

Personally appeared before me, the undersigned officer in and for said county, in said State, the within named T. R. Hicks one of the subscribing witnesses to the foregoing instrument of writing, who being first by me duly sworn, upon his oath depsoeth andsaid that he saw the within named Mary Nelson Cosby and W. H. Cosby whose names are subscribed thereto, sign and deliver the same to the said Tennessee Gas Transmission Company, that he this deponent subscribed his name as a witness thereto in the presence of the said Mary Nelson Cosby and W. H. Cosby that he saw the other subscribing witnesses sign his name in the presence of said Mary Nelson Cosby and W. H. Cosby and that the subscribing witnesses signed in the presence of each other, on the day and in the year therein mentioned.

F. R. Hicks

Given under my hand and official sal this 15 day of January, 1949.

Mildred Abrams (Maupin)Notary Public, in and for Madison County, Kentucky
My commission expires January 10, 1950.

(SEAL)

STATE OF KENTUCKY

SCT

CO*NTY OF MADISON

I, J. B. Arnett, Clerk of the Madison County Court, do certify that the foregoing Easement to Tennessee Gas Transmission Company was on the 10th day of

February, 1949, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 10th day of February, 1949.

J. M. Arnett Clerk

No Stamps Required.

By: E. M. Hord D. C.

Depriest, Vernie
To Deed
Commonwealth of Kentucky
Parcel No. 12-A.

NO STATE TAX

*Sub. 3-30-50
Clyde Young*

THIS DEED' between Vernie Depriest, widow party of the first part and the first part, and the Commonwealth of Kentucky for the use and benefit of the Department of Highways, acting in an official capacity, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the benefits to be derived by the party of the first part from the improvement of a public road leading from Richmond, Mo Mt. Vernon does hereby sell, grant and convey to the party of the second part, its successors and assigns, the following described property viz:

A parcel of land lying and being in Madison County, Kentucky and being a portion of the same tract of land conveyed to the party of the first part by Wm. Depriest by will bearing date of 20th day of March 1944, which is duly recorded in Will Book No. 7 pt page 476, in the office of the County Court Clerk of Madison County, Kentucky, said parcel being described as follows:

Strips or parcels of land lying immediately adjacent to the established right of way of S. P. 76-51 / 76-171 to Richmond Mt. Vernon road.

Said strips being on the side, to the width and extending between the stations shown below.

	FROM STATION	TO STATION	ADDITIONAL WIDTH	SIDE
(a)	159/26	160/76	10'	Right
(b)	160/55	160/76	30'	Right

The established right of way is shown by deed dated September 11, 1941, and recorded in book 128 at page 175, records of Madison County. Parcel a is for the purpose of permanent right of way. Parcel b is for the purpose of constructing and perpetually maintaining ditch outlets or channels changes, license to which is hereby granted. Parcel is for the purpose of obtaining road building material during construction of the road, license to which is hereby granted.

To have and to hold said property unto the party of the second part, its successors and assigns, with all the rights and privileges thereunto belonging for the purpose of constructing and maintaining a highway on said property according to the plans of the Department of Highways on file in the office of said Department in Frankfort, Kentucky, with covenants of General Warranty.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, J. B. Arnett, Clerk of the Madison County Court, do certify that the foregoing Deed to Tennessee Gas Transmission Company was on the 27 day of February, 1951, produced to me in my office certified as above for record Whereupon the same with the foregoing and this certificate have been duly recorded in my office

Given under my hand this 6 day of March, 1951

J. B. Arnett Clerk

By: *E. M. Hard* D. C.

Stamps .55¢

Cosby, Mary Nelson and W. H. 3/
To Right of Way Agreement

Mailed to T. G. T.
March 7, 1951

No Tax

Cosby, Mary Nelson and W. H.
COMMONWEALTH OF KENTUCKY
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Mary Nelson Cosby and W H Cosby, her husband (hereinafter called Grantor, whether one or more) for and in consideration of the sum of Fifty two and NO/100 (52 00) dollars in hand paid receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Tennessee Gas Transmission Company, a Delaware Corporation, its successors and assigns (hereinafter called Grantee), the right, privilege and authority for the purposes of laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe lines (with fittings, tie overs and appliances, including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines, and of erecting, maintaining and removing a line of poles and appurtenances thereto for the operation the eon of telephone, telegraph and electric transmission lines, the Grantee to have the right to select, change or alter the routes under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest situated in the County of Madison, Commonwealth of Kentucky, described as follows:

Bounded on the North by the lands of Robert Turley and Uhlan Cosby, on the East by U S Highway # 227 and the lands of G R Spurlin; on the South by the lands of Shearer Eades and James Spurlin; on the west by the lands of James Spurlin and being the same land described in that certain deed dated January 2, 1942, recorded in Deed Book 124, page 424, in the County Court Clerk's office, Madison County, Kentucky.

By the terms of this agreement Grantee has the right to lay, construct, maintain operate, alter, repair, remove, change the size of and replace at any time or from time to time one or more additional lines of pipe, said additional lines not necessarily

parallel to any existing line laid under the terms of this agreement, and for each such additional line laid Grantee shall pay Grantor or his agent hereinafter designated his pro rata share of Two and 85/100 (\$2.85) Dollars per lineal rod of pipe line within sixty (60) days subsequent to the completion of the construction of such additional line. The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed or any part thereof, or interest therein, and the same shall be divisible among two or more owners as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same, to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line, telephone line, telegraph line or electric transmission line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and conveyed, provided, however, that the Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe lines, telephone, telegraph or electric transmission lines or fittings and appliances appurtenant to any of said lines

The grantee, by the acceptance hereof, agrees to pay for any damages to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns, one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed, and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at _____ or to _____ at _____

Who is hereby appointed agent and is authorized to receive and receipt for the same, or at the option of Grantee, such payments may be made by depositing the same in _____ Bank, at _____ to the credit of Grantor, or said agent, said Bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations

or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein, who hereby also release all rights of dower in the premises, have executed this conveyance this 7 day of February, 1951.

Witness: R. H. Farmer

Mary Nelson Cosby

R. H. Farmer

W. H. Cosby

COMMONWEALTH OF KENTUCKY
SS
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the Commonwealth of and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by Mary Nelson Cosby and W. H. Cosby her husband, who acknowledged and delivered the same to be their acts and deeds.

WITNESSETH my hand and Notary seal this 7 day of February, 1951.

My commission will expire on the 25 day of October 1953.

(SEAL)

R. H. Farmer
Notary Public, State at Large

STATE OF KENTUCKY
S^c
COUNTY OF MADISON

I, J. B. Arnett, Clerk of the Madison County Court, do certify that the foregoing Right of Way Agreement to Tennessee Gas Transmission Company was on the 27 day of February, 1951, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 7 day of March, 1951.

J. B. Arnett Clerk

By: E. M. Hardy D. C.

No Stamps Required.

aforsaid, do certify that the foregoing deed to Whites Memorial Church was this day produced to me and signed and acknowledged by Thomas V. Ritter to be his att and deed in due form of law and the same is with this certificate duly certified to the proper office for record.

Given under my hand and seal of office this 9th day of April, 1951.

Frank R. Scudder
Notary Public, Hamilton County, Ohio
My commission expires Nov. 14, 1951

(SEAL)

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, J. B. Arnett, Clerk of the Madison County Court, do certify that the foregoing Deed to Whites Memorial Church was on the 2 day of May, 1951, produced to me in my office certified as above for record Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 8 day of May, 1951.

J. B. Arnett Clerk

Stamps \$5.50

By: *E. M. Hord* D. C.

Eades, Cora L. and S. D.

Mailed to T. G. T.
May 8, 1951

To Right of Way Agreement

Tennessee Gas Transmission Company 2 3

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Cora L Eades and S D Eades (hereinafter called Grantor, whether one or more) for and in consideration of the sum of Five hundred sixty nine and no/100 (\$569.00) Dollars, paid by Tennessee Gas Transmission Company, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, subject to the limitations and reservations hereinafter stated (a) a permanent right of way and easement (herein referred to as a permanent easement) for the purpose of laying, constructing, maintaining, operating, altering, replacing and removing a pipe line, for the transmission of natural gas and all by-products thereof which can be transported through a pipe line, and (b) a temporary right of way and easement (herein referred to as a temporary easement) for use only as working space for the constructing of the pipe line and restoration of Grantors land and fences after the completion of the the construction of said pipe line, over, under, across, and upon the following described land situated in Madison County, Kentucky, to-wit.

Bounded on the north by the lands of Cora L. Eades et al; on the East by Cora L Eades et al on the South by Dewey Smiley and Mrs. Bush on the west by the lands of James R. Spurlin; and being the same land described in that certain deed dated October 24, 1935, recorded in Deed Book 114 at page 23, in the County Court Clerk

Office, Madison County, Kentucky.

Said permanent easement is thirty feet in width throughout, the centerline of which is described as follows: Beginning at a point in the western boundary line of said above described property, which point is a distance of 1344 feet from the most western corner of said above described property, said 1344 feet being measured along the aforesaid western boundary line, running thence from the point of beginning, north 55 degrees 45 minutes East 1173 feet to a point in the northern boundary line of said above described property, which point is a distance of 1144 feet from the northwestern corner of said above described property, said 1144 feet being measured along the aforesaid northern boundary line, said permanent easement containing 0.808, acre of land, more or less.

Said temporary easement lies on both sides of and immediately adjacent and parallel to the aforesaid permanent easement and is twenty two and one half feet in width on each side of said permanent easement and extends along both sides of the entire length of the permanent easement hereinabove described, so that the combined width of the permanent and temporary easements, is seventy five feet. Said temporary easement contains 1.212 acres of land, more or less. The combined area of said permanent and temporary easements is 2.020 acres of land, more or less.

Grantee shall have the right to remove or cause to be removed all rocks, trees, limbs and other obstructions which, in the judgment of the Grantee, might endanger or interfere with the use of said easements.

Grantee shall have no right of ingress or egress over Grantors lands outside the limits of the easements described above.

Grantee's use and occupancy of said easements shall be subject to the following limitations: (a) Only one pipe line shall be placed under the permanent easement, and it shall be buried to such depth that it will not interfere with the ordinary plowing of said land and Grantee shall take reasonable measures to pack the backfill to prevent subsidence; (b) No pipe line shall be placed under the temporary easement; (c) Whenever it becomes necessary for Grantee, its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing; (d) Grantee shall remove all stakes or posts which may have been put into the ground, and generally restore the surface of the land to as nearly its original condition as may be practicable, including the leveling of all ruts and depressions caused by construction operations; (e) Grantee's right to use the temporary easement for any purpose (including any right of ingress and egress) shall automatically cease and terminate at the expiration of one year from the completion of the construction of the pipe line on Grantor's land.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor the following: (a) The right to make every use of the land covered by said easements which will not unreasonably interfere with the rights which Grantee is acquiring herein; (b) Grantee shall never have the right to fence the whole or any part of the said easements, but Grantor shall have the right to place along, across, and over said easements as many roads, streets, fences, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, and any and all other utilities as the Grantor may desire.

Grantee shall not be liable for any damage done by it or by any of its contractors or agents to any property of Grantor (except fences across said easements) situated within, upon, over, under and across said easements, it being the intention of the parties that the consideration herein set forth shall include all damages present

and prospective which may be known, or may be reasonable expected to result from the construction, operation and maintenance of said pipe line in a proper and legal manner, and in accordance with the rights and privileges herein granted to Grantee.

The rights, title and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives

TO HAVE AND TO HOLD the above described easements, rights of way, and rights unto the said Grantee until the same shall have been completely abandoned and surrendered, or have terminated under the terms of this Grant, and Grantor hereby agrees to warrant and forever defend all and singular the said premises unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

EXECUTED THIS 28 day of March, 1951.

Witness:	Carl E. Rye	S. D. Eades	
	R H. Farmer	Cora L Eades	
		his	
Carl R. Ruy and R H Farmer		Gus x Centers	Tenant
		mark	
	R H Farmer	Harvey Green	Tenant

STATE OF KENTUCKY
SOT
COUNTY OF MADISON

I, the undersigned, Notary Public in and for the State and County aforesaid do hereby certify that the above and foregoing instrument in writht was this day produced to me in said State and County by Cora L.Eades and S. D. Eades, who acknowledged and delivered the same to be their atts and deeds.

WITNESS my hand and Notarial Seal this 17 day of April, 1951.

My commission will expire on the 25 day of October, 1953.

(SEAL) R. H. Farmer
Notary Public, State at Large County, Kentucky

STATE OF KENTUCKY
SS
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State and County aforesaid, do her by certify that the above and foregoing instrument in writint was this day produced to me in said State and Couty by Gus Centers and Havey Green, tenants, who acknowledged and delivered the same to be th ir acts and deeds.

WITNESS my hand and Notarila Seal this 23 day of April, 1951.

My commission will expire onthe 25 day of October, 1953.

(SEAL) R H Farmer
Notary Public, State at Large County, Ky.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, J. B. Arnett, Clerk of th Madison County Court, do certify that the foregoing Right of Way Agreement to Tennessee Gas Transmission Company was on the 2 day of May, 1951, produced to me in my office certified as above for record. Whe eupon the same with the for gong axthis certificate have been duly recorded in my office.

Given under my hand this 8 day of May, 1951.

J. B. Arnett Clerk
By: E. M. Wood D. C.

*Del to Paul Richardson
5/19/51*

Perkins, Cleveland Jr , and Ina Jean

To Deed

Richardson, Paul

THIS DEED, between Cleveland Perkins Jr , and wife Ina Jean Perkins, both of Richmond, Madison County, Kentucky of the first part, and Paul Richardson of Richmond, Kentucky of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of \$410.00 cash in hand paid the receipt of which is hereby acknowledged, do hereby sell, grant and convey to the party of the second part, his heirs and assigns, the following property, namely:

A certain tract of parcel of land located at Cuzick, Madison County, Kentucky and described as follows: Beginning in the center of the new road leading from Long Branch to the Kentucky River, in line to Bennie Renfro; thence in and with Bennie Renfro a southern direction to line of Amby Isbell; thence with the line of Amby Isbell in a northeast direction to the stake in Amby Isbell line opposite mouth of a small stream on North side of line; thence north a new line to J. Foster in center of drain to center of said new road; thence with center of said new road to the beginning containing six acres more or less and being the same tract of land conveyed to the party of the first part by Willie Lowery and others by deed bearing date of 11th day of February 1950, which is duly recorded in Deed Book No. 145 at page 639, Madison County Court Clerk's office, to which reference is hereby made.

Possession is this day given. First parties agree to pay the taxes due and payable in the year of 1951.

To have and to hold the same with all appurtenances thereon, to the second party, his heirs and assigns forever, with covenant of "General Warranty."

IN TESTIMONY WHEREOF, with ss our signature this 2nd day of May, 1951.

Cleveland Perkins
Mrs. Ina Jean Perkins

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, Alba Clem, Notary Public in and for the County and State aforesaid hereby certify that the foregoing Deed from Cleveland Perkins Jrs., and wife Ina Jean Perkins to Paul Richardson was on the 2nd day of May, 1951 produced before me in the aforesaid county and stat, signed, acknowledged, and delivered by Cleveland Perkins Jr , and Ina Jean Perkins to be their act and deed in due form of law, and the same with this certificat is hereby certified to the proper offixe for record.

IN TESTIMONY WHEREOF, witness my hand this the 2nd day of May, 1951.

Alba Clem
Notary Public, Madison County, Kentucky
Com. expires the 11th October 1952

(SEAL)

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, J. B. Arnett, Clerk of the County Court for the county aforesaid, do certify that the foregoing Deed to Paul Richardson was on the 2 day of May, 1951, produced to me in my office, certified as above for record, and ordered to be recorded.

Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 8 day of May, 1951.

J. B. Arnett Clerk

By: *C. M. Hood* D C.

aforsaid, do certify that the foregoing deed to Whites Memorial Church was this day produced to me and signed and acknowledged by Thomas V. Ritter to be his att and deed in due form of law and the same is with this certificate duly certified to the proper office for record.

Given under my hand and seal of office this 9th day of April, 1951.

Frank R. Scudder
Notary Public, Hamilton County, Ohio
My commission expires Nov. 14, 1951

(SEAL)

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, J. B. Arnett, Clerk of the Madison County Court, do certify that the foregoing Deed to Whites Memorial Church was on the 2 day of May, 1951, produced to me in my office certified as above for record Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 8 day of May, 1951.

J. B. Arnett Clerk

Stamps \$5.50

By: E. M. Hord D C.

Eades, Cora L. and S. D.

Mailed to T. G. T.
May 8, 1951

To Right of Way Agreement

Tennessee Gas Transmission Company

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Cora L Eades and S D Eades (hereinafter called Grantor, whether one or more) for and in consideration of the sum of Five hundred sixty nine and no/100 (\$569.00) Dollars, paid by Tennessee Gas Transmission Company, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, subject to the limitations and reservations hereinafter stated (a) a permanent right of way and easement (herein referred to as a permanent easement) for the purpose of laying, constructing, maintaining, operating, altering, replacing and removing a pipe line, for the transmission of natural gas and all by-products thereof which can be transported through a pipe line, and (b) a temporary right of way and easement (herein referred to as a temporary easement) for use only as working space for the constructing of the pipe line and restoration of Grantors land and fences after the completion of the the construction of said pipe line, over, under, across, and upon the following described land situated in Madison County, Kentucky, to-wit.

Bounded on the north by the lands of Cora L. Eades et al; on the East by Cora L. Eades et al on the South by Dewey Smiley and Mrs. Bush on the west by the lands of James R. Spurlin; and being the same land described in that certain deed dated October 24, 1935, recorded in Deed Book 114 at page 23, in the County Court Clerk

Office, Madison County, Kentucky.

Said permanent easement is thirty feet in width throughout, the centerline of which is described as follows: Beginning at a point in the western boundary line of said above described property, which point is a distance of 1344 feet from the most western corner of said above described property, said 1344 feet being measured along the aforesaid western boundary line, running thence from the point of beginning, north 55 degrees 45 minutes East 1173 feet to a point in the northern boundary line of said above described property, which point is a distance of 1144 feet from the northwestern corner of said above described property, said 1144 feet being measured along the aforesaid northern boundary line, said permanent easement containing 0.808, acre of land, more or less.

Said temporary easement lies on both sides of and immediately adjacent and parallel to the aforesaid permanent easement and is twenty two and one half feet in width on each side of said permanent easement and extends along both sides of the entire length of the permanent easement hereinabove described, so that the combined width of the permanent and temporary easements, is seventy five feet. Said temporary easement contains 1.212 acres of land, more or less. The combined area of said permanent and temporary easements is 2.020 acres of land, more or less.

Grantee shall have the right to remove or cause to be removed all rocks, trees, limbs and other obstructions which, in the judgment of the Grantee, might endanger or interfere with the use of said easements.

Grantee shall have no right of ingress or egress over Grantors lands outside the limits of the easements described above

Grantee's use and occupancy of said easements shall be subject to the following limitations: (a) Only one pipe line shall be placed under the permanent easement, and it shall be buried to such depth that it will not interfere with the ordinary plowing of said land and Grantee shall take reasonable measures to pack the backfill to prevent subsidence; (b) No pipe line shall be placed under the temporary easement; (c) Whenever it becomes necessary for Grantee, its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing; (d) Grantee shall remove all stakes or posts which may have been put into the ground, and generally restore the surface of the land to as nearly its original condition as may be practicable, including the leveling of all ruts and depressions caused by construction operations; (e) Grantee's right to use the temporary easement for any purpose (including any right of ingress and egress) shall automatically cease and terminate at the expiration of one year from the completion of the construction of the pipe line on Grantor's land.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor the following: (a) The right to make every use of the land covered by said easements which will not unreasonably interfere with the rights which Grantee is acquiring herein; (b) Grantee shall never have the right to fence the whole or any part of the said easements, but Grantor shall have the right to place along, across, and over said easements as many roads, streets, fences, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, and any and all other utilities as the Grantor may desire.

Grantee shall not be liable for any damage done by it or by any of its contractors or agents to any property of Grantor (except fences across said easements) situated within, upon, over, under and across said easements, it being the intention of the parties that the consideration herein set forth shall include all damages present

and prospective which may be known, or may be reasonable expected to result from the construction, operation and maintenance of said pipe line in a proper and legal manner, and in accordance with the rights and privileges herein granted to Grantee.

The rights, title and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives

TO HAVE AND TO HOLD the above described easements, rights of way, and rights unto the said Grantee until the same shall have been completely abandoned and surrendered, or have terminated under the terms of this Grant, and Grantor hereby agrees to warrant and forever defend all and singular the said premises unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

EXECUTED THIS 28 day of March, 1951.

Witness:	Carl E. Rye	S. D. Eades	
	R H. Farmer	Cora L Eades	
		his	
Earl R. Ruy and R H Farmer		Gus x Centers	Tenant
		mark	
	R H Farmer	Harvey Green	Tenant

STATE OF KENTUCKY
COUNTY OF MADISON ^{SOT}

I, the undersigned, Notary Public in and for the State and County aforesaid do hereby certify that the above and foregoing instrument in writht was this day produced to me in said State and County by Cora L.Eades and S. D. Eades, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 17 day of April, 1951.

My commission will expire on the 25 day of October, 1953.

(SEAL) R. H. Farmer
Notary Public, State at Large County, Kentucky

STATE OF KENTUCKY
COUNTY OF MADISON ^{SS}

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument in writint was this day produced to me in said State and Couty by Gus Centers and Havey Green, tenants, who acknowledged and delivered the same to be th ir acts and deeds.

WITNESS my hand and Notarila Seal this 23 day of April, 1951.

My commission will expire onthe 25 day of October, 1953.

(SEAL) R H Farmer
Notary Public, State at Large County, Ky.

STATE OF KENTUCKY
COUNTY OF MADISON ^{SCT}

I, J B. Arnett, Clerk of th Madison County Court, do certify that the foregoing Right of Way Agreement to Tennessee Gas Transmission Company was on the 2 day of May, 1951, produced to me in my office certified as above for record. Whe eupon the same with the for gong anthis certificate have been duly recorded in my office.

Given underk my handthis 8 day of May, 1951.

J B Arnett Clerk
By: E. M. ... D. C.

Eades, Cora L et al

Mailed to T G T
May 12, 1951

To Right of Way Agreement

Tennessee Gas Transmission Company

STATE OF KENTUCKY

SCT

COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Cora L. Eades, Single; J. W. Eades and Lizzie Eades, his wife, Everett Eades and Ruby Eades, his wife, Nannie Powell, single, Catherine Cosby, single, Vernon Eades, single, and S. D. Eades, single (hereinafter called Grantor, whether one or more) for and in consideration of the sum of Fourteen hundred and no/100 (\$1400.00) dollars, paid by Tennessee Gas Transmission Company, Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, subject to the limitations and reservations hereinafter stated (a) a permanent right of way and easement (herein referred to as a permanent easement) for the purpose of laying, constructing, maintaining, operating, altering, replacing and removing a pipe line, for the transmission of natural gas and all by products thereof which can be transported through a pipe line, and (b) a temporary right of way and easement (herein referred to as a temporary easement) for use only as working space for the construction of the pipe line and restoration of Grantors land and fences after the completion of the construction of said pipe line, over, under, across and upon the following described land situated in Madison County, Kentucky, to-wit:

A tract of land containing 141 acres, more or less, and bounded as follows: On the north by the lands of Mary N. Cosby, on the East by the U. S. Highway # 227 on the south by the lands of Cora L. Eades and S. D. Eades; on the West by the lands of James R. Spurlin; and being the same land described in that certain deed dated January 3, 1898, recorded in Deed Book 55 at page 311, in the County Court Clerk's office, Madison County, Kentucky, and being the same land acquired by Grantors by will of Wilson N. Eades whose will was probated December 6, 1932 recorded in Will Book 5, at page 345, in the County Court Clerk's office, Madison County, Kentucky.

Said permanent easement is thirty feet in width throughout, the centerline of which is described as follows: Beginning at a point in the southern boundary line of said above described property, which point is a distance of 1144 feet from the most southern southwest corner of said above described property, said 1144 feet being measured along the aforesaid southern boundary line, running thence from the point of beginning north 55 degrees 45 minutes East 893 feet; thence North 63 degrees 30 minutes East 1433 feet, thence North 53 degrees 30 minutes East 165 feet; thence north 44 degrees 30 minutes East 40 feet; thence north 35 degrees 30 minutes East 249 feet, thence north 44 degrees 40 minutes East 17 feet, to a point in the northern boundary line of said above described property, which point is a distance of 279 feet from a point where the northern boundary line of said above described property intersects the western right of way line of U. S. Highway # 227 said 279 feet being measured along the aforesaid northern boundary line. Said permanent easement contains 1.926 acres of land, more or less.

Said temporary easement lies on both sides of and immediately adjacent and parallel to the aforesaid permanent easement and is twenty two and one half feet in width on each side of the said permanent easement and extends along both sides of the entire length of the permanent easement hereinabove described, so that the combined width of the permanent and temporary easements is seventy five feet. Said temporary easement contains 2.889 acres of land, more or less. The combined area of the permanent and temporary easements is 4.815 acres of land, more or less.

Grantee shall have the right to remove or cause to be removed all rocks, trees, limbs and other obstructions which, in the judgment of the Grantee, might endanger or interfere with the use of said easements

Grantee shall have no right of ingress or egress over Grantor's lands outside the limits of the easements described above.

Grantees use and occupancy of said easements shall be subject to the following limitations: (a) Only one pipe line shall be placed under the permanent easement, and it shall be buried to such depth that it will not interfere with the ordinary plowing of said land and Grantee shall take reasonable measures to pack the backfill to prevent subsidence; (b) No pipe line shall be placed under the temporary easement; (c) Whenever it becomes necessary for Grantee, its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing; (d) Grantee shall remove all stakes or posts which may have been put into the ground, and generally restore the surface of the land to as nearly its original condition as may be practicable, including the leveling of all ruts and depressions caused by construction operations (e) Grantee's right to use the temporary easement for any purpose (including any right of ingress and egress) shall automatically cease and terminate at the expiration of one year from the completion of the construction of the pipe line on Grantor's land

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor the following: (a) The right to make every use of the land covered by said easements which will not unreasonably interfere with the rights which Grantee is acquiring herein (b) Grantee shall never have the right to fence the whole or any part of the said easements, but Grantor shall have the right to place along, across and over said easements as many roads, streets, fences, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, and any and all other utilities as the Grantor may desire.

Grantee shall not be liable for any damages done by it or by any of its contractors or agents to any property of Grantor (except fences across said easements) situated within, upon, over, under and across said easements, it being the intention of the parties that the Consideration herein set forth shall include all damages present and prospective which may be known or may be reasonably expected to result from the construction, operation and maintenance of said pipe line in a proper and legal manner, and in accordance with the rights and privileges herein granted to Grantee

The rights, title and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD the above described easements, rights of way, and rights unto the said Grantee until the same shall have been completely abandoned and surrendered, or have terminated under the terms of this Grant, and Grantor hereby agrees to warrant and forever defend all and singular the said premises unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying,

adding to, or changing the terms of said original right of way agreement.

EXECUTED THIS 18 day of April, 1951

Witness: R H Farmer
" "
" "
" "
" "
" "

Cora L Eades
S D Eades
J W Eades
Lizzie Eades
Everett Eades
Ruby Eades
Nannie E Powell
Vernon Eades
Catherine Cosby
his
Gux x Centers
mark
Harvey Green

Carl C. Rye and R H. Farmer

R. H. Farmer

STATE OF KENTUCKY
SS
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said State and County by Cora L Eades and S. D. Eades personally known to me, who acknowledged and delivered the same to be their act and deed.

WITNESS my hand and Notarial Seal this 18 day of April, 1951.

My commission will expire on the 25 day of October 1953.

(SEAL)

R H Farmer
Notary Public, State at Large County, Ky.

STATE OF KENTUCKY
SS
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said State and County by J W Eades and Lizzie Eades, his wife, Vernon Eades; Catherine Cosby; Nannie Powell, Everett Eades and Ruby Eades, his wife, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 20 day of April, 1951.

My commission will expire on the 25 day of October, 1953.

(SEAL)

R. H. Farmer
Notary Public, State at Large County, Ky.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said State and County by Gus Centers and Harvey Green, tenants who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 23 day of April, 1951.

My commission will expire on the 25 day of October, 1953.

(SEAL)

R H Farmer
Notary Public, State at Large County, Ky.

STATE OF KENTUCKY
SCT
COUNTY OF MADISON

I, J. B. Arnett, Clerk of the Madison County Court, do certify that the foregoing Right of Way Agreement to Tennessee Gas Transmission Company was on the 5 day of May, 1951, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 12 day of May, 1951.

J B Arnett Clerk

Mailed to Tenn. Gas Trans. Co. 3-15-57

ew

FORM TST 1412-REV. 4

KENTUCKY

L.L. KY. PW-1412

RIGHT OF WAY AGREEMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF MADISON

MAR 4 1957
K.P.W. 1412

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Viola Spurlin West and Rufus W. West, her ~~husband~~ son; G. R. Spurlin and Katie Spurlin, his wife.

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of One Hundred-Twenty three and 15/100 (\$123.15) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant,

bargain, sell and convey unto TENNESSEE GAS TRANSMISSION COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), the right, privilege and authority for the purposes of laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe lines (with fittings, tie-overs and appliances, including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines, and of erecting, maintaining and removing a line of poles and appurtenances thereto for the operation thereon of telephone, telegraph, and electric transmission lines, the Grantee to have the right to select, change or alter the routes under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of Madison Commonwealth of Kentucky, described as follows:

Rounded:

- On the North by lands of Shearer
- On the East by lands of Deway Smiley
- On the South by lands of James Shuris
- On the West by lands of County Road

Being the same land acquired by Grantor by Deed dated November 28, '45, recorded in Deed Book 136 at page 535 of the Public Records in the County Court Clerk's Office, Madison County, Kentucky

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line, telephone line, telegraph line or electric transmission line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and conveyed; provided, however, that the Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe lines, telephone, telegraph or electric transmission lines or fittings and appliances appurtenant to any of said lines.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at _____ or to _____

at _____ who is hereby appointed agent and is authorized to receive and receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in _____ Bank, at _____

to the credit of Grantor, or said agent, said Bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this agreement as ^{modified} covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein, who hereby also release all rights of dower in the premises, have executed this conveyance this 27 day of Feb 1957

WITNESS:

Thos. R. Miller

Viola Spurlin West
Viola Spurlin West

Rufus W. West
Rufus W. West

G. R. Spurlin
G. R. Spurlin

Katie Spurlin
Katie Spurlin



SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF Madison } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by Viola Spurlin West personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 27th day of February 19 57

My Commission will expire on the 5th day of October 1960

(AFFIX NOTARY SEAL HERE)

Hugh R. Miller

NOTARY PUBLIC, State at Large ~~CORCORAN~~, Ky.

JOINT ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF Madison } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by G. R. Spurlin and Katie Spurlin his wife, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 27th day of February 19 57

My Commission will expire on the 5th day of October 19 60

(AFFIX NOTARY SEAL HERE)

Hugh R. Miller

NOTARY PUBLIC, State at Large ~~CORCORAN~~, Ky.

SINGLE ACKNOWLEDGMENT

STATE OF KENTUCKY }
COUNTY OF Madison } SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said State and County by Reuben W. West personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 27th day of February 19 57

My Commission will expire on the 5th day of October 19 60

(AFFIX NOTARY SEAL HERE)

Hugh R. Miller

NOTARY PUBLIC, State at Large ~~CORCORAN~~, KY.

State of Kentucky }
County of Madison } Sct.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Tennessee Gas Transmission

was on the 14 day of March, 19 57 produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 15 day of March, 19 57

C. S. Wagers, Clerk
By R. D. Conington, D. C.

May to June Co
Don J. Jones
6-19-57

FORM 787 1-12-REV. 4

KENTUCKY

RIGHT OF WAY AGREEMENT

L.L. KY. FW-1414
COMMONWEALTH OF KENTUCKY
COUNTY OF MADISON

JUN 8 1957
LL # Ky PA 752

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Cora L. Eades (single)
and S. D. Eades (single)

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Four Hundred Thirty eight
and no/100 (\$438.00) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant,
bargain, sell and convey unto TENNESSEE GAS TRANSMISSION COMPANY, a Delaware Corporation, its successors and
assigns (hereinafter called GRANTEE), the right, privilege and authority for the purposes of laying, constructing, maintaining,
operating, altering, repairing, removing, changing the size of and replacing pipe lines (with fittings, tie-overs and appliances,
including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or
substances which can be transported through pipe lines, and of erecting, maintaining and removing a line of poles and appurtenances
thereto for the operation thereon of telephone, telegraph, and electric transmission lines, the Grantee to have the right to
select, change or alter the routes under, upon, over and through lands which the undersigned owns or in which the undersigned has
an interest, situated in the County of Madison Commonwealth of Kentucky, described as follows:

Bounded: On the North by the lands of W. H. (Bill) Cosby
On the East by the lands of State Highway 227
On the South by the lands of DAWY SMILEY
On the West by the lands of the Smurlin Heirs

Being the same land acquired by Grantors by deed dated 10/24/35, recorded in Deed Book 114,
at page 23 of the Public Records in the County Court Clerk's Office, Madison County, Ky.

~~The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.~~

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line, telephone line, telegraph line or electric transmission line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and conveyed; provided, however, that the Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe lines, telephone, telegraph or electric transmission lines or fittings and appliances appurtenant to any of said lines.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences and timber, which may arise from ~~the~~ maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at _____ or to _____ at _____ who is hereby appointed agent and is authorized to receive and receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in _____ Bank, at _____

to the credit of Grantor, or said agent, said Bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this agreement ^{modified} covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein, who hereby also release all rights of dower in the premises, have executed this conveyance this 28th day of MARCH 1957

WITNESS: C. B. Norton Cora L. Eades
C. B. Norton S. D. Eades



BOOK 170 PAGE 587

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF MADISON } ss.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by Cora I. Eades personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 28th day of March 1957

My Commission will expire on the 13th day of December 1960



C. B. Norton
NOTARY PUBLIC, State at Large KENTUCKY

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF MADISON } ss.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by S. D. Eades personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 28th day of March 1957

My Commission will expire on the 13th day of December 1960



C. B. Norton
NOTARY PUBLIC, State at Large KENTUCKY

LINE NO. _____	19
LIST NO. _____	
ORDER NO. _____	
RIGHT OF WAY	
Dated _____	From _____
To _____	LOCATION _____
TENNESSEE GAS TRANSMISSION COMPANY	
COUNTY OF _____	
COMMONWEALTH OF KENTUCKY	
COST	
Consideration \$	
Additional Sum \$	
Total \$	
Ent. Indexed _____	Examined _____
Sub. No. <u>Lead Book 170</u>	
Statement No. <u>page 588</u>	

RETURN TO
LAND DEPARTMENT, T G T CO.
HOUSTON 1, TEXAS
BOX 2511

State of Kentucky }
County of Madison } Sect.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Tennessee Gas Transmission Co. was on the 14 day of June, 1957 produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 18 day of June, 1957

C. S. Wagers, Clerk
By H. P. McCallum, D. C.

Mail to
Jenn. Has
b-19-57

13

FORM TGT 1412-REV. 4

KENTUCKY

RIGHT OF WAY AGREEMENT

L.L. KY. TW-1411
COMMONWEALTH OF KENTUCKY
COUNTY OF MADISON

JUN 6 1957
LL# Ky. Rec 752

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Cora L. Eades, (single)
and S. D. Eades, (single)

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Four Hundred Thirty eight
and no/100 (\$438.00) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant,
bargain, sell and convey unto TENNESSEE GAS TRANSMISSION COMPANY, a Delaware Corporation, its successors and
assigns (hereinafter called GRANTEE), the right, privilege and authority for the purposes of laying, constructing, maintaining,
operating, altering, repairing, removing, changing the size of and replacing pipe lines (with fittings, tie-overs and appliances,
including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gasses or
substances which can be transported through pipe lines, and of erecting, maintaining and removing a line of poles and appurte-
nances thereto for the operation thereon of telephone, telegraph, and electric transmission lines, the Grantee to have the right to
select, change or alter the routes under, upon, over and through lands which the undersigned owns or in which the undersigned has
an interest, situated in the County of Madison Commonwealth of Kentucky, described as follows:

Bounded: On the North by the lands of W. H. (Bill) Cosby
On the East by the lands of State Highway 227
On the South by the lands of Dewey Smiley
On the West by the lands of the Spurlin Heirs

Being the same land acquired by Grantors by deed dated 10/24/35, recorded in Deed Book 114,
at page 23 of the Public Records in the County Court Clerk's Office, Madison County, Ky.

~~The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.~~

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line, telephone line, telegraph line or electric transmission line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and conveyed; provided, however, that the Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe lines, telephone, telegraph or electric transmission lines or fittings, and appliances appurtenant to any of said lines.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences and timber, which may arise from ~~by~~
~~maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipe lines. Said~~
damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at _____
or to _____
at _____ who is hereby appointed agent and is authorized to receive and
receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in _____
Bank, at _____

to the credit of Grantor, or said agent, said Bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this agreement ^{modified} covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein, who hereby also release all rights of dower in the premises, have executed this conveyance this 28th day of MARCH, 19 57

WITNESS:
CA Notary
CA Notary

Cora L. Eades
Cora L. Eades
S. D. Eades
S. D. Eades



BOOK 170 PAGE 587

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF MADISON } ss.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by Cora I. Eades personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 28th day of March 19 57

My Commission will expire on the 13th day of December 19 60



C. B. Horton
NOTARY PUBLIC, State at Large KENTUCKY

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF MADISON } ss.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by S. D. Eades personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 28th day of March 19 57

My Commission will expire on the 13th day of December 19 60



C. B. Horton
NOTARY PUBLIC, State at Large KENTUCKY

LINE NO.	_____
LIST NO.	_____
ORDER NO.	_____
RIGHT OF WAY	
Dated _____ 19 _____	From _____
To _____	LOCATION _____
TENNESSEE GAS TRANSMISSION COMPANY	
COMMONWEALTH OF KENTUCKY	
COST	
Consideration \$	_____
Additional Sum \$	_____
Total \$	_____
Ent. Indexed	Examined
Sub. No. <u>Filed 2/26/58</u>	
Statement No. <u>page 587</u>	

RETURN TO
LAND DEPARTMENT, T G T CO.
HOUSTON 1, TEXAS
BOX 2511.

State of Kentucky }
County of Madison } Ct.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Tennessee Gas Transmission Co. was on the 14 day of June, 19 57 produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 18 day of June, 19 57

C. S. Wagers Clerk
By H. S. McCollum D. C.

Delivered to George Ross 4/30/62 B.C.C.

RECEIVED
C. S. WAGERS, CLERK

APR 21 9 30 AM '62

MADISON COUNTY COURT
KENTUCKY

LEONARD BALLARD, single;
BERT CHENAULT, tenant;
WILLIAM HERBERT, tenant;
LUTHER RENFRO, tenant; and
RAY WILSON, tenant

GRANTORS

TO

DEED

1144

TENNESSEE GAS TRANSMISSION COMPANY

GRANTEE

WHEREAS in a condemnation proceeding now pending in the Madison Circuit Court wherein Tennessee Gas Transmission Company is appellant and Leonard Ballard, Single; Bert Chenault, tenant; William Herbert, tenant; Luther Renfro, tenant; and Ray Wilson, tenant are appellants-appellees (hereinafter called "Appellees-Grantors"), there was on the 21 day of April, 1962, a judgment entered in said proceeding appointing the undersigned, Tom Fox, Jr., as Commissioner of the Court, to execute, acknowledge and deliver for and on behalf of the Appellees-Grantors to said proceeding a deed conveying to the appellant-grantee, Tennessee Gas Transmission Company, the hereinafter described rights of way and easements for the purposes therein stated.

NOW, in consideration of the premises and in obedience to said judgment and order of the Court, I, Tom Fox, Jr., as Commissioner of the Madison Circuit Court, for and on behalf of the Appellees-Grantors, Leonard Ballard, single; Bert Chenault, tenant; William Herbert, tenant; Luther Renfro, tenant; and Ray Wilson, tenant, do now and hereby sell, alien, transfer and convey unto Tennessee Gas Transmission Company, appellant-grantee, its successors and assigns, the following rights of way and easements across Appellees-Grantors property hereinafter described in Madison County, Kentucky:

A permanent right of way and easement thirty feet in width throughout, the centerline of which is described as follows:

Beginning at a point in a southern boundary line of said above described 179.24 acre tract, said southern boundary line also being a northern boundary line of the Coleman Boyd Witt property, said point of beginning being a distance of 901 feet Southeast (measured along said southern and common boundary line of said tract) from the most westerly Southwest corner of said 179.24 acre tract; running thence from said point of beginning North 56 degrees 44 minutes East 2911 feet to the point of exit in a northeastern boundary line of said property, said northeastern boundary line also being a southwestern boundary line of the Viola Spurlin West property, said point of exit being a distance of 2031 feet Southeast (measured along said

northeastern and common boundary line of said tract) from the most northerly Northeast corner of said 179.24 acre tract, said permanent easement containing 2,005 acres, more or less.

The above described rights of way and easements are subject to the following conditions, limitations and reservations:

The permanent easement is perpetual as a right of way and easement in, under, upon, over, across, and through the property of Appellees-Grantors as hereinabove described, for the purpose of laying, constructing, maintaining, operating, altering, replacing or removing a pipe line for the transmission of natural gas and all by-products which can be transported through a pipe line. Appellant-grantee's right of ingress and egress is limited to said permanent easement. Appellant-grantee shall have the right to place only one pipe line on or under said easement, and said pipe line shall be buried on said easement to such depth that the pipe line will not interfere with the ordinary plowing of said land. Appellant-grantee shall take reasonable measures to pack the backfill to prevent subsidence.

Appellant-grantee shall have the right to remove or cause to be removed, all rocks, trees, limbs, and other obstructions which, in the judgment of the appellant-grantee, might endanger or interfere with the use of said easements.

The above described rights of way and easements are assignable, in whole or in part.

Whenever it becomes necessary for appellant-grantee, its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing.

In addition to all of the rights that are reserved to the Appellees-Grantors as a matter of law, there is further specifically reserved to them the right to make every use of the land covered by said easements which will not unreasonably interfere with the rights which appellant-grantee acquires herein, including the following specific rights, this enumeration being merely by way of illustration and not by way of limitation:

(1) Appellant-grantee shall never have the right to fence the whole or any part of said easements, but Appellee-Grantors shall have the right to fence the

whole or any part thereof, and/or build cross-fences, but Appellees-Grantors shall not be required to place any fences on or adjacent to said easements unless they desire to do so.

(2) Appellees-Grantors shall have the right to place across said easements as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone and telegraph lines, and any and all other utilities as Appellees-Grantors may desire.

The rights of way and easements conveyed hereby extend over, under, along and across the land of the Appellees-Grantors in Madison County, Kentucky, described as follows:

A tract of land consisting of four tracts of land containing 22.27 acres, 22.6 acres, 132.38 acres, and 1.99 acres, respectively, aggregating 179.24 acres, more or less, and being the same lands described in deed dated January 17, 1920, recorded in Deed Book 95, at page 183, and in deed dated February 26, 1923, recorded in Deed Book 97, at page 160, both the aforementioned Deed Books being a part of the Public Records in the County Court Clerk's office, Madison County, Kentucky.

TO HAVE AND TO HOLD said rights of way and easements, together with all the rights and appurtenances thereunto belonging as above set out unto the Tennessee Gas Transmission Company, its successors and assigns for the purposes above set out.

IN TESTIMONY WHEREOF, witness my signature as Commissioner of the Madison Circuit Court, this 21 day of April, 1962.

Tom Fox, Jr.
Commissioner of the Madison Circuit Court

Examined and approved in open court this 21 day of April, 1962.

H. D. Foster
Judge, Madison Circuit Court

STATE OF KENTUCKY

MADISON CIRCUIT COURT

_____ TERM
21 day of April 1962.

I, Cecie M. Thorpe, Clerk of the Madison Circuit Court, do hereby certify that the foregoing deed from Tom Fox, Jr., Commissioner, to Tennessee Gas Transmission Company was on the 21 day of April, 1962, produced in open court, examined and approved by the Court, and acknowledged by said Commissioner to be his act and deed for the parties and purposes therein stated; wherefore the same was ordered to be and is hereby certified to the Office of the Clerk of the Madison County Court, Kentucky for record.

Given under my hand, as Clerk of the Madison Circuit Court aforesaid, this 21 day of April, 1962.

BOOK 196 PAGE 261

Cecie M. Thorpe
Clerk, Madison Circuit Court

State of Kentucky }
County of Madison } Sect.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Deed to Tennessee Gas Transmission Co. was on the 21 day of April, 1962, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this ²⁴ day of April, 1962

C. S. Wagers, Clerk
By Marian E. Laska, D. C.

Delivered to George Ross 4/30/62 B. O. O. O. O.

NO STAMPS REQUIRED

DEWEY SMILEY et ux,
MAUDE HADEN SMILEY

RECEIVED
C. S. WAGERS, CLERK

GRANTORS

APR 21 9 41 AM '62

DEED
MADISON COUNTY COURT
KENTUCKY

1141

TO

TENNESSEE GAS TRANSMISSION COMPANY

GRANTEE

WHEREAS in a condemnation proceeding now pending in the Madison Circuit Court wherein Tennessee Gas Transmission Company is appellant and Dewey Smiley et ux, Maude Haden Smiley are appellants-appellees (hereinafter called "Appellees-Grantors"), there was on the 21 day of April, 1962, a judgment entered in said proceeding appointing the undersigned, Tom Fox, Jr., as Commissioner of the Court, to execute, acknowledge and deliver for and on behalf of the Appellees-Grantors to said proceeding a deed conveying to the appellant-grantee, Tennessee Gas Transmission Company, the hereinafter described rights of way and easements for the purposes therein stated.

NOW, in consideration of the premises and in obedience to said judgment and order of the Court, I, Tom Fox, Jr., as Commissioner of the Madison Circuit Court, for and on behalf of the Appellees-Grantors, Dewey Smiley et ux, Maude Haden Smiley, do now and hereby sell, alien, transfer and convey unto Tennessee Gas Transmission Company, appellant-grantee, its successors and assigns, the following rights of way and easements accross Appellees-Grantors property hereinafter described, in Madison County, Kentucky:

A permanent right of way and easement thirty feet in width throughout, the centerline of which is described as follows:

Beginning at a point in the West boundary line of said above described 69.8 acre tract, said West boundary line also being an East boundary line of the Viola Spurlin West property, said point of beginning being a distance of 223 feet South (measured along said West and common boundary line) from the Northwest corner of said 69.8 acre tract; running thence from said point of beginning North 47 degrees 37 minutes East 264 feet; thence North 49 degrees 35 minutes East 3 feet to the point of exit in the Northeastern boundary line of said property, said Northeastern boundary line also being a Southwestern boundary line of Cora L. Eades property, said point of exit being a distance of 165 feet Southeast (measured along said Northeastern and common boundary line) from the Northwest corner of said 69.8 acre tract, said permanent easement containing 0.184 acre, more or less.

1-D

BOOK 196 PAGE 263

The above described rights of way and easements are subject to the following conditions, limitations and reservations:

The permanent easement is perpetual as a right of way and easement in, under, upon, over, across, and through the property of Appellees-Grantors as hereinabove described, for the purpose of laying, constructing, maintaining, operating, altering, replacing or removing a pipe line for the transmission of natural gas and all by-products which can be transported through a pipe line. Appellant-grantee's right of ingress and egress is limited to said permanent easement. Appellant-grantee shall have the right to place only one pipe line ^{on or} under said easement, and said pipe line shall be buried on said easement to such depth that the pipe line will not interfere with the ordinary plowing of said land. Appellant-grantee shall take reasonable measures to pack the backfill to prevent subsidence.

Appellant-grantee shall have the right to remove or cause to be removed, all rocks, trees, limbs, and other obstructions which, in the judgment of the appellant-grantee, might endanger or interfere with the use of said easements.

The above described rights of way and easements are assignable, in whole or in part.

Whenever it becomes necessary for appellant-grantee, its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing.

In addition to all of the rights that are reserved to the Appellees-Grantors as a matter of law, there is further specifically reserved to them the right to make every use of the land covered by said easements which will not unreasonably interfere with the rights which appellant-grantee acquires herein, including the following specific rights, this enumeration being merely by way of illustration and not by way of limitation:

(1) Appellant-grantee shall never have the right to fence the whole or any part of said easements, but Appellee-Grantors shall have the right to fence the whole or any part thereof, and/or build cross-fences, but Appellees-Grantors shall not be required to place any fences on or adjacent to said easements unless they desire to do so.

(2) Appellees-Grantors shall have the right to place across said easements as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone and telegraph lines, and any and all other utilities as Appellees-Grantors may desire.

The rights of way and easements conveyed hereby extend over, under, along and across the land of the Appellees-Grantors in Madison County, Kentucky, described as follows:

A tract of land containing 69.8 acres, more or less, and bounded as follows: On the North by the lands of Cora L. Eades and J. L. Hisle; on the East by U. S. Highway No. 227; on the South by the lands of Charles Davis and Leonard H. Ballard; on the West by the lands of Viola Spurlin West; and being the same land described in that certain deed dated December 25, 1943, recorded in Deed Book 129, at page 220, in the County Court Clerk's Office, Madison County, Kentucky.

TO HAVE AND TO HOLD said rights of way and easements, together with all the rights and appurtenances thereunto belonging as above set out unto the Tennessee Gas Transmission Company, its successors and assigns for the purposes above set out.

IN TESTIMONY WHEREOF, witness my signature as Commissioner of the Madison Circuit Court, this 21 day of April, 1962.

Tom Fox Jr.
Commissioner of the Madison Circuit Court

Examined and approved in open court this 21 day of April, 1962.

H. B. Porter
Judge, Madison Circuit Court

STATE OF KENTUCKY
MADISON CIRCUIT COURT



TERM

21 day of April, 1962

I, Cecie M. Thorpe, Clerk of the Madison Circuit Court, do hereby certify that the foregoing deed from Tom Fox, Jr., Commissioner, to Tennessee Gas Transmission Company was on the 21 day of April, 1962, produced in open court, examined and approved by the Court, and acknowledged by said Commissioner to be his act and deed for the parties and purposes therein stated; wherefore the same was ordered to be and is hereby certified to the Office of the Clerk of the Madison County Court, Kentucky for record.

Given under my hand, as Clerk of the Madison Circuit Court aforesaid, this 21 day of April, 1962.

Cecie M. Thorpe
Clerk, Madison Circuit Court

State of Kentucky }
County of Madison } Sect.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing.....Deed..... to.....Tennessee Gas Transmission Co.....

was on the.....21..... day of.....April....., 19.....62....., produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this.....24.....day of.....April....., 19.....62.....

.....
By *C. S. Wagers* Clerk
Marion T. Lake D. C.

Granted to Tennessee Gas Co. 9/11/65 ASD 88

CATHODIC PROTECTION UNIT EASEMENT

CPU - KY
Coby Mary Nelson Ervin
RECEIVED
AUG 30 1965
LL # -----
KY(2)643

STATE OF Kentucky)
COUNTY OF Madison)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Robert Fritz and Jane Fritz, his wife

(hereinafter called Grantors), whether one or more, for and in consideration of the sum of Three Hundred & No/100 - - (\$ 300.00), in hand paid, the receipt of which is hereby acknowledged, does hereby Grant and Convey unto Tennessee Gas Transmission Company, a corporation (hereinafter called Grantee), its successors and assigns, an easement and right of use for the purpose of constructing, maintaining, using and removing a Cathodic Protection Unit consisting of poles, wires, ground bed and all appurtenances thereto, to be used in connection with the operation of pipe line or pipe lines of Grantee, its successors and assigns, at a location to be selected by Grantee, together with the right and easement to secure electric power from the nearest primary electric service, on the following described lands of the Grantors in the County of Madison, State of Kentucky,

to-wit: A tract of land containing 110.44 acres, more or less, situated on the waters of West Fork of Otter Creek, near Red House, Kentucky, and bounded on the East by State Highway No. 388, Northerly by Robert Turley, Westerly by Thomas Spurlin, and Southerly by Cora Eads, and being the same lands as described in Deed recorded in Book 183, at page 445, of the Clerk's Office of said County and State.

This Easement replaces and supercedes that certain Easement recorded in Deed Book 143, at page 203 of Madison County Records.

The consideration herein set forth shall include all damages which Grantors have now sustained or hereafter sustain, directly or indirectly, in any way by reason of the construction, operation and maintenance of said Cathodic Protection Unit, in accordance with rights and privileges herein granted to Grantee.

The Grantee, its successors and assigns, are hereby expressly granted and given the right to assign the easement and rights herein granted and conveyed, or any part thereof or interest therein, and the same shall be divisible among two or more owners as to any right or rights created hereunder, so that any assignee or owner shall have the full rights and privileges herein granted to be owned and enjoyed either in common or in severalty.

BOOK 218 PAGE 66

RECEIVED
D.S. WAGERS, CLERK
SEP 1 1 17 PM '65
MADISON COUNTY COURT
KENTUCKY

TO HAVE AND TO HOLD said easement and right of use unto said Grantee, its successors and assigns until said Unit be constructed and so long thereafter as said Unit is maintained thereon or so long as Grantee, its successors and assigns, maintain Grantee's presently existing pipeline, together with the right of ingress and egress over and across the Grantor's lands to and from the location of said Unit.

Witness My Hand (or our hands) this 24th day of August, 1965.

WITNESS
[Signature]
[Signature]

[Signature]
[Signature]

THIS INSTRUMENT PREPARED BY
[Signature]
ATTORNEY AT LAW
P. O. BOX 2511
HOUSTON, TEXAS



JOINT ACKNOWLEDGMENT

STATE OF Kentucky)
COUNTY OF Madison) SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid do hereby certify that the above and foregoing instrument of writing was this day produced to me in said State and County by Robert Fritz and Jane Fritz, his wife, who acknowledged the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 24th day of August, 1965.

My Commission will expire on the 3 day of September, 1967.

[Signature]
NOTARY PUBLIC COUNTY Madison
[Signature]

Filed to Tennessee Gas Pipeline 5-8-68 J. Old

32

X

TCP 667 11/67 M/L

RIGHT OF WAY AGREEMENT

KENTUCKY LT NO. PW (2) 795

RECEIVED
MAY 1 1968

COMMONWEALTH OF KENTUCKY

COUNTY OF Madison

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Rufus W. West and Frances C. West,
hi wife

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto TENNESSEE GAS PIPELINE COMPANY, a division of Tenneco Inc., a Delaware corporation, having its principal office at 1010 Milam Street in Houston, County of Harris, State of Texas, its successors and assigns (hereinafter called GRANTEE), a permanent right of way and easement seventy-five (75) feet in width, being thirty-seven and one-half (37 1/2) feet on each side of the center line thereof as finally located, on which to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace a pipe line (with fittings, tie-overs, valves and appliances, including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, such final location to be determined by the construction of the pipe line thereon, under, on and through certain lands which the undersigned owns, or in which the undersigned has an interest, situated in the County of Madison, Commonwealth of Kentucky, described as follows:

A certain tract of land bounded as follows:
On the north by the lands of Cora L. Eades & JAMES SPURLIN
On the east by the lands of Cora L. Eades and the late Dewey Smiley
On the south by the lands of the late Dewey Smiley and Three Forks Road
On the west by the lands of Three Forks Road

And being the same land described in deed dated May 6, 1958, recorded in Vol. 175 at page 250; and by will of G. R. Spurlin, who died March 2, 1958, and whose will is recorded in Will Book 9 at page 363; both the deed and will being recorded in the County Court Clerk's office, Madison County, Kentucky.

By the terms of this agreement Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace at any time or from time to time one or more additional lines of pipe, said additional lines not necessarily parallel to any existing line laid under the terms of this agreement, and for such additional line laid Grantee shall pay Grantor, his successors or assigns, his pro rata share of Two and 85/100 (\$2.85) DOLLARS per lineal rod of pipe line within sixty (60) days subsequent to the completion of the construction of such additional line.

Grantor does hereby grant unto Grantee the right to the temporary use of such additional land on each side of the permanent right of way and easement herein conveyed as is required during the construction of the pipe lines. The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights and privileges unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line is maintained thereon.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the permanent right of way and easement herein granted and conveyed; provided, however, that the Grantor shall not plant any trees, including trees considered as a growing crop, on the permanent right of way and easement; and provided further, that the Grantee shall have the right from time to time to cut and remove all trees, including a growing crop, all undergrowth and any other obstructions that may injure, endanger or interfere with the construction of said pipelines or fittings and appliances appurtenant to any of said lines. No structure may be made upon the permanent easement without the express prior written consent of Grantee.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops and fences which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipelines and to pay for any and all damage to timber which may arise from laying and constructing such pipelines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantor, his successors, heirs or assigns, one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

No change in the ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this Indenture as written covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein, who hereby release all rights of dower in the premises, have duly executed this Conveyance this 25 day of April, 1968.

WITNESSES:

[Signature] Rufus W. West
[Signature] Frances C. West
Rufus W. West
Frances C. West

This instrument prepared by [Signature]
Larry B. Jackson
Attorney at Law
1010 Milam Street
Houston, Texas 77002

RECEIVED
MAY 8 1968
MADISON COUNTY CLERK

BOOK 234 PAGE 588

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by _____ personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____ 19____

My Commission will expire on the _____ day of _____ 19____

(AFFIX NOTARY SEAL HERE)

NOTARY PUBLIC, _____ COUNTY, KY.

JOINT ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said Commonwealth and County by Rufus W. West and Frances C. West, his wife, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 25th day of April 1968.

My Commission will expire on the 11th day of January 1972.



(AFFIX NOTARY SEAL HERE)

Notary Public, _____ County, KY.

RETURN TO
TENNESSEE GAS PIPELINE COMPANY
RIGHT OF WAY DEPARTMENT
HOUSTON, TEXAS 77001

RIGHT OF WAY	FROM	TO	
Dated _____ 19____			
			TENNESSEE GAS PIPELINE COMPANY A DIVISION OF TENNECO INC. P. O. Box 2511 Houston, Texas 77001
			Commonwealth of Kentucky County of _____

State of Kentucky }
County of Madison } Set.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Agreement to Tennessee Gas Pipeline Company and was on the 7th day of May, 1968, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 7th day of May, 1968

BOOK 234 PAGE 569

By C. S. Wagers, Clerk
Settie Olds, D. C. KY.

mail
5/21/68

TGP 587 11/67 M'L

RIGHT OF WAY AGREEMENT

RECEIVED KENTUCKY
MAY 23 1968
L.L. NO. PW (2) 796

COMMONWEALTH OF KENTUCKY

COUNTY OF Madison

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Robert Oldham Smiley, single, Margaret S. Hale and William Hale, her husband

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto TENNESSEE GAS PIPELINE COMPANY, a division of Tenneco Inc., a Delaware corporation, having its principal office at 1010 Milam Street in Houston, County of Harris, State of Texas, its successors and assigns (hereinafter called GRANTEE), a permanent right of way and easement seventy-five (75) feet in width, being thirty-seven and one-half (37 1/2) feet on each side of the center line thereof as finally located, on which to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace a pipe line (with fittings, tie-overs, valves and appliances, including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, such final location to be determined by the construction of the pipe line thereon, under, on and through certain lands which the undersigned owns, or in which the undersigned has an interest, situated in the County of Madison, Commonwealth of Kentucky, described as follows:

A certain tract of land bounded as follows:

- On the north by the lands of Cora I. Eades and James I. Hisle
- On the east by the lands of Highway #388
- On the south by the lands of Leonard Ballard
- On the west by the lands of Rufus West and Three Forks Road

And being the same land described in deed dated December 25, 1943, recorded in Deed Book 129 at page 220; and acquired by Grantors by Will of Dewey Smiley, who died October 15, 1962, and whose will is recorded in Will Book 11 at page 79; and acquired by Grantors by Will of Maud Hoden Smiley, who died January 2, 1968 and whose will is recorded in Will Book 13, at page 358; all the aforementioned instruments being a part of the Public Records in the County Court Clerk's office, Madison County, Kentucky.

By the terms of this agreement Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace at any time or from time to time one or more additional lines of pipe, said additional lines not necessarily parallel to any existing line laid under the terms of this agreement, and for such additional line laid Grantee shall pay Grantor, his successors or assigns, his pro rata share of Two and 85/100 (\$2.85) DOLLARS per lineal rod of pipe line within sixty (60) days subsequent to the completion of the construction of such additional line.

Grantor does hereby grant unto Grantee the right to the temporary use of such additional land on each side of the permanent right of way and easement herein conveyed as is required during the construction of the pipe lines. The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights and privileges unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line is maintained thereon.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the permanent right of way and easement herein granted and conveyed; provided, however, that the Grantor shall not plant any trees, including trees considered as a growing crop, on the permanent right of way and easement, and provided further, that the Grantee shall have the right from time to time to cut and remove all trees, including trees considered as a growing crop, all undergrowth and any other obstructions that may injure, endanger or interfere with the construction and use of said pipelines or fittings and appliances appurtenant to any of said lines. No structure may be erected or excavation made upon the permanent easement without the express prior written consent of Grantee.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops and fences which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipelines and to pay for any and all damage to timber which may arise from laying and constructing such pipelines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantor, his successors, heirs or assigns, one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed, and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

No change in the ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this Indenture as written covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein, who hereby release all rights of dower in the premises, have duly executed this Conveyance this 29 day of APRIL, 19 68.

WITNESSES:

H.P. Baker
S.W. Kern

Robert Oldham Smiley
Robert Oldham Smiley
Margaret S. Hale
Margaret S. Hale

This instrument prepared by Larry B. Jackson
Larry B. Jackson
Attorney at Law
1010 Milam Street
Houston, Texas 77002

William Hale
William Hale

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by Robert Oldham Smiley, single personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 24th day of April 1968

My Commission will expire on the 11th day of January 1972



(AFFIX NOTARY SEAL HERE)

Notary Public, William W. Kinn, Madison County, KY.

JOINT ACKNOWLEDGMENT

STATE ARIZ COMMONWEALTH OF KENTUCKY

COUNTY OF PIMA

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said Commonwealth and County by William HALE and MARGARET S. HALE, his wife, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 8 day of March 1968

My Commission will expire on the 31 day of August 1968



(AFFIX NOTARY SEAL HERE)

Notary Public, Thomas R. Faltow, Pima County, ARIZ.

RETURN TO TENNESSEE GAS PIPELINE COMPANY RIGHT OF WAY DEPARTMENT

LINE LIST NO.

RIGHT OF WAY

Dated _____, 19__

FROM

TO

TENNESSEE GAS PIPELINE COMPANY A DIVISION OF TENNECO INC.

P. O. Box 2511 Houston, Texas 77001

Commonwealth of Kentucky

County of _____

State of Kentucky } Sect. County of Madison }

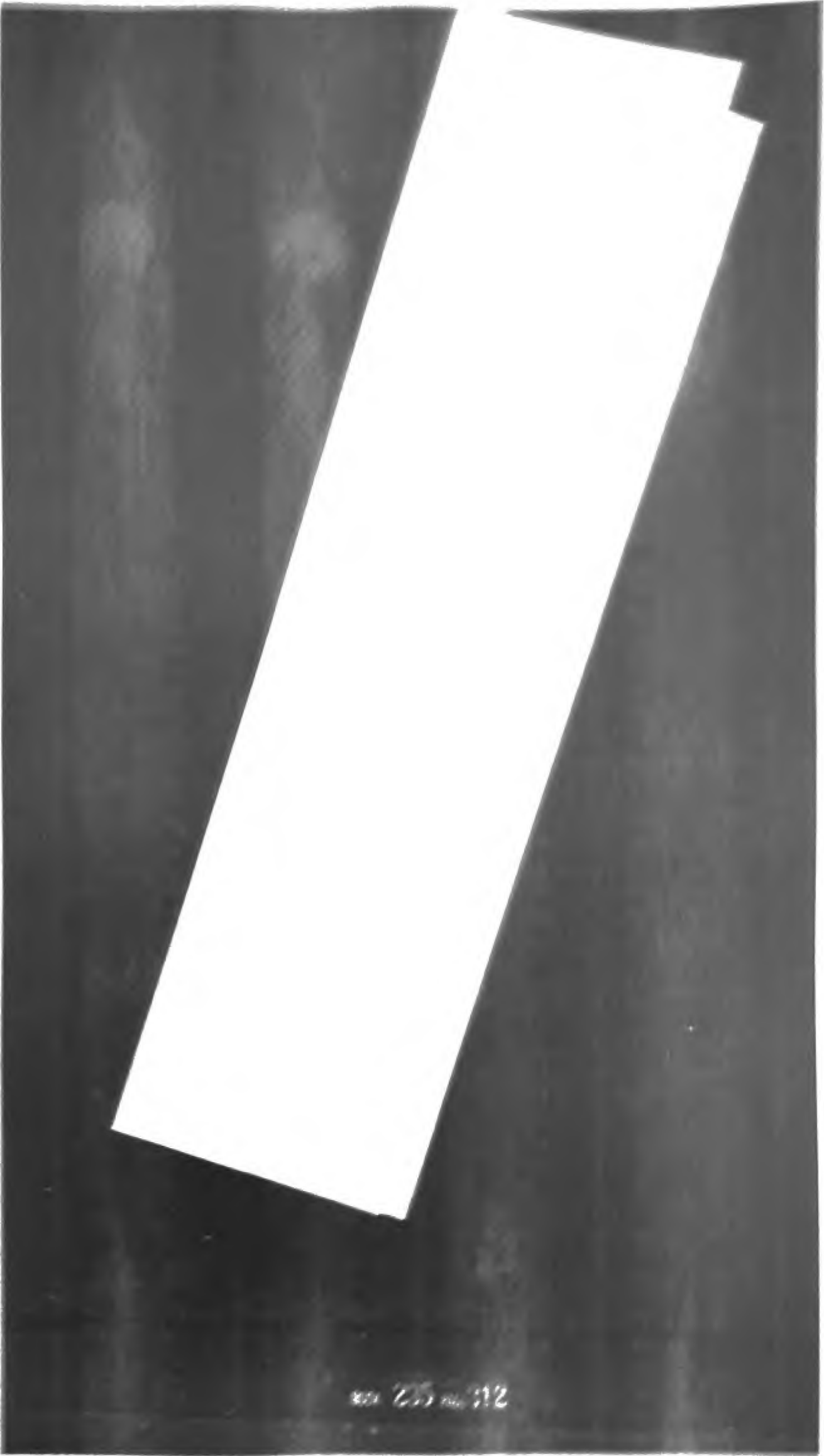
I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Agreement to Tennessee Gas Pipeline Company was on the 27 day of May, 1968, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 27 day of May, 1968

BOOK 235 PAGE 211

C. S. Wagers, Clerk By Diana [Signature] D. C.

Handwritten notes: 2/11/68 To Have for State Amdt. 2/11/68 To 5/11/68 2/11/68



215 100 112

*Not
Jimmie
9/27/68
By Diane*

TGP 415 4/66 F/O

RECEIVED
CRS OF WAY AGREEMENT

RECEIVED KENTUCKY
SEP 16 1968
4011-21-2) 797

COMMONWEALTH OF KENTUCKY
COUNTY OF MADISON

SEP 23 9 45 AM '68

MADISON COUNTY COURT
KENTUCKY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CORA L. EADES, single; and

S. D. EADES, single

(hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Four Thousand and

no/100----- Dollars, (\$4,000.00-----) paid by TENNESSEE GAS PIPELINE COMPANY, a division of Tenneco Inc., a Delaware corporation, GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, subject to the limitations and reservations hereinafter stated, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, repairing, changing the size of, replacing and removing a pipe line, for the transmission of natural gas, over,

under, across and upon the described land situated in Madison County, Kentucky, to-wit:

A certain tract of land bounded as follows:

- On the North by the lands of the now or formerly Cora L. Eades
- On the east by the lands of State Highway # 388 and James Hisle, et al
- On the South by the lands of Robert Smiley, et al
- On the West by the lands of Rufus West and now or formerly G. R. Spurlin

And being the same land described in Deed dated October 24, 1935, recorded in Deed Book 114, at page 23, in the County Court Clerk's office, Madison County, Kentucky.

The Pipeline Right of Way and Easement is 85 feet in width throughout, contains 4.777 acres, more or less, the survey line of which is described as follows:

Beginning at a point in the South property line of the above described tract, said point of beginning being 196 feet from the Southwest corner of said above described tract, said 196 feet being measured from said Southwest corner in an easterly direction along said south property line; running thence North 47° 22' East 77 feet; thence North 49° 36' East 1330 feet; thence North 61° 44' East 40 feet; thence North 73° 44' East 822 feet; thence North 59° 44' East 40 feet; thence North 46° 36' East 153 feet; thence North 42° 36' East 19 feet to the point of exit in the eastern property line of said above described tract, said point of exit being 696 feet from the southeastern corner of said above described tract, said 696 feet being measured from the said Southeast corner in a Northerly direction along said Eastern property line to the point of exit.

Said 85 foot Right of Way and Easement is approximately 60 feet on the Southerly side and approximately 25 feet on the Northerly side of the above described survey line.

Grantee agrees to pay for any and all damages which the undersigned may sustain outside the limits of the 85 foot wide Right of Way.

*Box 504 Paid
Sept 23, 1968
C.S. Waggers, Clerk
By: Diane*

Grantee shall have the right to remove or cause to be removed all trees, limbs and other obstructions which, in the judgment of the Grantee, might endanger or interfere with the use of said easement.

Grantee shall have no right of ingress or egress over Grantor's lands outside the limits of the easement described above.

Grantee's use and occupancy of said easement shall be subject to the following limitations: (a) Only one pipe line shall be placed under the easement, and it shall be buried to such depth that it will not interfere with the ordinary cultivation of the soil. (b) Whenever it becomes necessary for Grantee, its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor the following: (a) The right to make every use of the land covered by said easement which will not unreasonably interfere with the rights which Grantee is acquiring herein; but grantors shall not construct or permit to be constructed any house, structure or obstruction on or over or that will interfere with the construction, maintenance or operation of the pipe line constructed hereunder and grantors shall not change the grade of said pipe line. (b) Grantee shall never have the right to fence the whole or any part of the said easement, but Grantor shall have the right to place along, across, and over said easement as many roads, streets, fences, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone and telegraph lines, and any and all other utilities as the Grantor may desire.

Grantee shall not be liable for any damage done by it or by any of its contractors or agents to any property of Grantor situated within, upon, over, under and across said easement, it being the intention of the parties that the consideration herein set forth shall include all damages present and prospective which may be known, or may be reasonably expected to result from the construction, operation and maintenance of said pipe line in a proper and legal manner, and in accordance with the rights and privileges herein granted to Grantee, excepting damages, if any, done off the right-of-way and easement.

The rights, title and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD with special warranty the above described easement, rights of way, and rights unto the said Grantee until the same shall have been completely abandoned and surrendered, or have terminated under the terms of this Grant.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said right of way agreement, or inducing the execution thereof.

EXECUTED THIS 11th day of September, 19 68

WITNESS:

George Ross
George Ross

Cora L. Eades
S. D. Eades

This instrument prepared by Henry A. Mesmore
Henry A. Mesmore
Attorney
1010 Milam Street
Houston, Texas 77002

BOOK 237 PAGE 410

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF _____ } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by _____ personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____ 19____.

My Commission will expire on the _____ day of _____ 19____.

(AFFIX NOTARY SEAL HERE)

NOTARY PUBLIC, _____ COUNTY, KY.

JOINT ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF Madison } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said Commonwealth and County by Gara S. Eades and S. D. Eades, ~~his~~ etc, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 11th day of September 1968.

My Commission will expire on the 16th day of August 1972.

(AFFIX NOTARY SEAL HERE)

Charles R. Worsham
NOTARY PUBLIC, State of Kentucky
at Large

JAN

State of Kentucky }
County of Madison } Set.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Right of Way Tennessee Gas Pipeline Company was on the 23 day of September, 1968, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 27 day of September, 1968

C. S. Wagers Clerk
By Glenn Garner D. C.

Mail
Tennessee, Ala
9/17/68
By: Diane Payne, Sr.

May

TGP 415 4/66 F/O

RECEIVED
CRS WTC OF WATER AGREEMENT

RECEIVED KENTUCKY
SEP 16 1968
H. P. ... (2) - 797

COMMONWEALTH OF KENTUCKY
COUNTY OF MADISON SEP 23 9 45 AM '68
MADISON COUNTY COURT
KENTUCKY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CORA L. EADES, single; and
S. D. EADES, single

(hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Four Thousand and

no/100 Dollars, (\$4,000.00) paid by TENNESSEE GAS PIPELINE COMPANY, a division of Tenneco Inc., a Delaware corporation, GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, subject to the limitations and reservations hereinafter stated, a perpetual right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, repairing, changing the size of, replacing and removing a pipe line, for the transmission of natural gas, over,

under, across and upon the described land situated in Madison County, Kentucky, to-wit:

A certain tract of land bounded as follows:

- On the North by the lands of the now or formerly Cora L. Eades
- On the east by the lands of State Highway # 388 and James Hisle, et al
- On the South by the lands of Robert Smiley, et al
- On the West by the lands of Rufus West and now or formerly G. R. Spurlin

And being the same land described in Deed dated October 24, 1935, recorded in Deed Book 114, at page 23, in the County Court Clerk's office, Madison County, Kentucky.

The Pipeline Right of Way and Easement is 85 feet in width throughout, contains 4.777 acres, more or less, the survey line of which is described as follows:

Beginning at a point in the South property line of the above described tract, said point of beginning being 196 feet from the Southwest corner of said above described tract, said 196 feet being measured from said Southwest corner in an easterly direction along said south property line; running thence North 47° 22' East 77 feet; thence North 49° 36' East 1330 feet; thence North 61° 44' East 40 feet; thence North 73° 44' East 822 feet; thence North 59° 44' East 40 feet; thence North 46° 36' East 153 feet; thence North 42° 36' East 19 feet to the point of exit in the eastern property line of said above described tract, said point of exit being 696 feet from the southeastern corner of said above described tract, said 696 feet being measured from the said Southeast corner in a Northerly direction along said Eastern property line to the point of exit.

Said 85 foot Right of Way and Easement is approximately 60 feet on the Southerly side and approximately 25 feet on the Northerly side of the above described survey line.

Grantee agrees to pay for any and all damages which the undersigned may sustain outside the limits of the 85 foot wide Right of Way.

By 50 & Paid
Sept 23, 1968
C. S. Wagers, Clerk
By: Diane Payne

Grantee shall have the right to remove or cause to be removed all trees, limbs and other obstructions which, in the judgment of the Grantee, might endanger or interfere with the use of said easement.

Grantee shall have no right of ingress or egress over Grantor's lands outside the limits of the easement described above.

Grantee's use and occupancy of said easement shall be subject to the following limitations: (a) Only one pipe line shall be placed under the easement, and it shall be buried to such depth that it will not interfere with the ordinary cultivation of the soil. (b) Whenever it becomes necessary for Grantee, its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing.

In addition to all of the other rights and privileges which are reserved to Grantor as a matter of law, there is expressly reserved to Grantor the following: (a) The right to make every use of the land covered by said easement which will not unreasonably interfere with the rights which Grantee is acquiring herein; but grantors shall not construct or permit to be constructed any house, structure or obstruction on or over or that will interfere with the construction, maintenance or operation of the pipe line constructed hereunder and grantors shall not change the grade of said pipe line. (b) Grantee shall never have the right to fence the whole or any part of the said easement, but Grantor shall have the right to place along, across, and over said easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone and telegraph lines, and any and all other utilities as the Grantor may desire.

Grantee shall not be liable for any damage done by it or by any of its contractors or agents to any property of Grantor situated within, upon, over, under and across said easement, it being the intention of the parties that the consideration herein set forth shall include all damages present and prospective which may be known, or may be reasonably expected to result from the construction, operation and maintenance of said pipe line in a proper and legal manner, and in accordance with the rights and privileges herein granted to Grantee, excepting damages, if any, done off the right-of-way and easement.

The rights, title and privileges herein granted shall be assignable in whole or in part, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

TO HAVE AND TO HOLD with special warranty the above described easement, rights of way, and rights unto the said Grantee until the same shall have been completely abandoned and surrendered, or have terminated under the terms of this Grant.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said right of way agreement, or inducing the execution thereof.

EXECUTED THIS 11th day of September, 19 68

WITNESS:

[Signature]
[Signature]

[Signature]
CORA L. EADES
S. D. EADES

This instrument prepared by [Signature]
Hiram A. Messmore
Attorney
1010 Milam Street
Houston, Texas 77002

BGM 237 PAGE 410

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF _____ } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by _____ personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____ 19__.

My Commission will expire on the _____ day of _____ 19__.

(AFFIX NOTARY SEAL HERE)

NOTARY PUBLIC, _____ COUNTY, KY.

JOINT ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF Madison } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said Commonwealth and County by Gera S. Cadan and S. O. Cadan, his wife, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this 11th day of September 1968.

My Commission will expire on the 6th day of August 1972.

(AFFIX NOTARY SEAL HERE)

Charlann W. Womble
NOTARY PUBLIC, State of Kentucky COUNTY, KY.
at Large

JAN 1968

State of Kentucky }
County of Madison } Sct.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Right of Way between Red Lobster Company was on the 23 day of September, 1968, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 27 day of September, 1968

C. S. Wagers Clerk

B. Wagers D. C.

File # 1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9 - 10 - 11 - 12 - 13 - 14 - 15 - 16 - 17 - 18 - 19 - 20 - 21 - 22 - 23 - 24 - 25 - 26 - 27 - 28 - 29 - 30 - 31 - 32 - 33 - 34 - 35 - 36 - 37 - 38 - 39 - 40 - 41 - 42 - 43 - 44 - 45 - 46 - 47 - 48 - 49 - 50 - 51 - 52 - 53 - 54 - 55 - 56 - 57 - 58 - 59 - 60 - 61 - 62 - 63 - 64 - 65 - 66 - 67 - 68 - 69 - 70 - 71 - 72 - 73 - 74 - 75 - 76 - 77 - 78 - 79 - 80 - 81 - 82 - 83 - 84 - 85 - 86 - 87 - 88 - 89 - 90 - 91 - 92 - 93 - 94 - 95 - 96 - 97 - 98 - 99 - 100

*State Tax
50 Pct
Oct. 3, 1968
C. S. Wagers, Clerk
Seth D.*

Aug

TGP 414 4/68 M/L

RIGHT OF WAY AGREEMENT
C. S. WAGERS, CLERK

RECEIVED
SEP 26 1968
KENTUCKY

COMMONWEALTH OF KENTUCKY

OCT 3 } 9 51 AM '68

COUNTY OF MADISON

LL # KY PW (2) 793

KNOW ALL MEN BY THESE PRESENTS: That the MADISON COUNTY COURT LEONARD BALLARD, single

(hereinafter called Grantor, whether one or more), for and in consideration of the sum of Five Hundred Three and no/100 (\$ 503.00) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TENNESSEE GAS PIPELINE COMPANY, a division of Tenneco Inc., a Delaware corporation, its successors and assigns (hereinafter called GRANTEE), the right, privilege and authority for the purposes of laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe lines (with fittings, tie-overs and appliances, including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines, the Grantor to have the right to select, ~~the routes~~ the routes under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the County of Madison, Commonwealth of Kentucky, described as follows:

- Bounded on the North by the lands of Rufus West et al; on the East by State Highway # 388; on the South by the lands of Coleman Boyd Witt et al; and on the West by the lands of n/f Boswell.
- And being the same lands described in Deed dated February 26, 1923, recorded in Deed Book Volume 97, at page 160, in the Madison County Court Clerk's office, Madison County, Kentucky.
- The pipeline is to be laid as presently surveyed and staked.
1. This right of way and easement is for one (1) pipeline.
 2. The right of way shall be limited to 85 feet in width throughout, except at the two (2) creek crossings, the right of way is to be 150 feet in width for a distance of 150 feet in length. Upon completion of construction, the right of way shall revert to Thirty (30) feet in width throughout. However, the Grantee shall have the right to use in the future, any necessary land outside of the Thirty (30) foot right of way for maintenance, repair, replacing and removing of the pipeline.
 3. The Grantee shall replace all drain tile crossed by the pipeline.
 4. Ingress and egress is limited to the right of way and to a farm road, width of said farm road not to exceed Eighteen (18) feet, leading from Three Forks County Road to the south side of the pipeline right of way. Upon completion of construction of the pipeline, the Grantee agrees to restore this road to as good a condition as it was in prior to construction. The Grantee agrees not to interfere with the Grantor's use of said road during any operations. ~~The Grantee agrees to restore this road if it is damaged by our use in maintenance, repairing, replacing and removing of the pipelines.~~ The farm road crossing at the right of way is not to be blocked longer than Twenty Four (24) hours at a time during construction or maintenance. Use of farm road is for construction purposes only. R.H.
 5. The Grantee agrees to remove all rock unearthed by construction operations measuring six (6) inches or larger in diameter from the right of way. The contour of the land shall be restored to as nearly its original condition as is practicable.

On the Grantee's 800 PW (1) line (now located on Grantors land) the Grantee agrees to pay damage to crops destroyed by maintenance, repair, replacing and removing of its pipeline. However, the Grantor grants the Grantee the right to use any necessary land outside the 30 foot right of way. The Grantee agrees to pay crop damage on this land also.

SINGLE ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF MADISON } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said Commonwealth and County by Leonard Ballard personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 23rd day of September 19 68

My Commission will expire on the 4th day of February 19 72

(AFFIX NOTARY SEAL HERE)

Ray Hogg
NOTARY PUBLIC, State of Large COUNTY, KY.



JOINT ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY }
COUNTY OF _____ } SS.

I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said Commonwealth and County by _____ and _____, his wife, who acknowledged and delivered the same to be their acts and deeds.

WITNESS my hand and Notarial Seal this _____ day of _____ 19 _____

My Commission will expire on the _____ day of _____ 19 _____

(AFFIX NOTARY SEAL HERE)

NOTARY PUBLIC, _____ COUNTY, KY.

RETURN TO
TENNESSEE GAS PIPELINE COMPANY
RIGHT OF WAY DEPARTMENT
DALLAS, TEXAS 77001

RIGHT OF WAY
Dated _____ 19 _____
FROM _____
TO
TENNESSEE GAS PIPELINE COMPANY
A DIVISION OF TENNECO INC.
P. O. Box 2511
Houston, Texas 77001
Commonwealth of Kentucky
County of _____

State of Kentucky }
County of Madison } Sct.

I, C. S. WAGERS, Clerk of the Madison County Court, do certify that the foregoing Right of Way to Tennessee Gas Pipeline Company was on the 3rd day of October, 1968, produced to me in my office certified as above for record. Whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Given under my hand, this 4th day of October, 1968

C. S. Wagers
By _____ Clerk
D. C.

Case No. 2020-00219
AEUG Madison Solar, LLC
Responses to Siting Board's Second Request for Information

3. The project footprint is in two electric service territories: Clark Energy Cooperative (Clark Energy) and Kentucky Utilities Company (KU). See the electric service area boundary on the web by following these instructions: Go to <https://kygeonet.ky.gov/govmaps/> and scroll down to "Featured Web Maps" and click on "Electric Service Areas"; fill in the project's street address in the space labeled "Find Address or place" and click on the search button; use the "-" button to zoom out to cover the area of the project site; change the base map to "Imagery Hybrid" under "Contents."

a. State whether AEUG Madison has been in contact with these electric distribution utilities about supplying electric power to the site during the construction or operation phase. If so, please describe the interaction.

b. State whether the proposed solar facility will need to have electricity supplied to both electric territories during the construction or operation phase. State whether the electricity will be provided by both KU and Clark Energy to serve the proposed solar features that are located in their respective service territory.

c. State whether AEUG Madison intends to use one electric supplier and have the chosen utility file an electric territory boundary change with the Public Service Commission.

RESPONSE:

- a. No contact has been initiated with either utility at this time.
- b. During the Operation phase: The O&M building will likely be provided with electricity from Clark Energy Cooperative. During the Construction phase: This has not yet been decided, as the projected lay down yard area is near the boundary

Case No. 2020-00219
AEUG Madison Solar, LLC
Responses to Siting Board's Second Request for Information

of both utilities.

- c. It is likely that Clark Energy will be the sole provider of retail electric service to the O&M facility only. There is no need for a utility boundary change.

WITNESS: Jaime Saez Ramirez

Case No. 2020-00219
AEUG Madison Solar, LLC
Responses to Siting Board's Second Request for Information

4. **Refer to the questions propounded by Wells Consulting, which are attached as an Appendix to this information request, and provide responses to those questions.**

RESPONSE: See responses that are separately filed.