HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-183

BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, with the concurrence of the Resources and Community Support Committee to approve the attached agreement with Bluegrass Pipeline Company, LLC granting a permanent easement and right-of-way through county property, known as Taylor Bend Park, and described in Deed Book 225, page 280 in the County Clerk's Office.

BE IT FURTHER RESOLVED, to authorize the County Judge/Executive and County Attorney to sign all documents concerning the agreement.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 26 November 2013.

Harry L. Berry
Hardin County Judge/Executive

ATTEST:

Kenneth L. Tabb
Hardin County Clerk

After recordation, return to:
IPS Engineering/EPC
Attn: Jodi Johnson
7030 S Yale Ave. Suite 800
Tulsa, OK 74136

COMMONWEALTH OF KENTUCKY	§	Tract Number: KY-HD-002.16HL
	§	
COUNTY OF HARDIN	§	

EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Easement and Right-of-Way Agreement (the "Agreement") is effective as of the Effective Date and is entered into by and between **HARDIN COUNTY, KENTUCKY (hereinafter the "Grantor", whether one or more), whose mailing address is P. O. BOX 568 ELIZABETHTOWN, KY 42702,** which is also the in-care-of address to which the 2013 tax bill may be sent, and BLUEGRASS PIPELINE COMPANY LLC (hereinafter the "Grantee"), whose mailing address is One Williams Center, Attention: Midstream Real Estate and ROW Department, Tulsa, Oklahoma 74172-0172.

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells, and conveys unto Grantee and its successors and assigns an exclusive easement and rights-of-way on, over, under, through, and across Grantor's property in HARDIN County, Kentucky, being a part of the same property conveyed to Grantor(s) by deed dated 05/26/1970 and of record in Deed Book 225, page 280 and by Deed of Correction dated 9/5/70 and of record in Deed Book 227, page 454 in the office of HARDIN County Clerk, such easements and rights-of-way consisting of:

> A Permanent Easement and Right-of-Way **Fifty** feet (**50'**) in width, as more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Permanent Easement")
>
> Temporary Easements: During temporary periods, Grantee may use an additional fifty feet (50') along and adjacent to the Right-of-Way as may be reasonably necessary in connection with the installation, laying, construction and restoration of the permanent easement. At locations such as roads, streams, ditches, rivers, wetlands, side-hills, or specific areas which require more difficult procedures, Grantee shall have such additional space as is reasonably necessary or convenient during the installation, laying, construction and restoration of the permanent easement.

Upon the execution of this Agreement and the payment to Grantor of the Base Consideration, as specified in the parties' Statement of Agreed Consideration executed in conjunction with the execution of this Agreement, Grantee shall be entitled during a thirty-six (36) month period beginning with the Effective Date to enter upon the Permanent Easement and Temporary Easements and conduct and perform any surveys,

inspections, assessments, and testing necessary and convenient for the planning for the Pipeline Installation, as defined below.

Upon the payment to Grantor of the Additional Consideration, as specified in the Statement of Agreed Consideration, Grantee shall thereafter have the right, at any time and from time to time:

a. Within the Permanent Easement: To survey, assess, clear, excavate, install, lay, construct, maintain, inspect, operate, alter, repair, test, replace, re-lay, change the size of, relocate, and remove and/or abandon in place one or more pipelines for the transportation of natural gas liquids (NGL) and/or olefins and such additional appurtenances, facilities, and equipment necessary and convenient to the operation of that pipeline, including, but not limited to, valves, fittings, meters, cathodic protection facilities, pipeline markers, and electric power and/or communication and control facilities (such pipeline, appurtenances, facilities, and equipment being collectively referred to as the "Pipeline Installation"); and

b. Within the Temporary Easements: During the initial construction and restoration of the Pipeline Installation, to conduct such activities as may be reasonably necessary or convenient, in Grantee's sole judgment, for the installation, laying, restoration and construction of the Pipeline Installation within the Permanent Easement. Grantee's rights in and to the Temporary Easements shall terminate upon completion of initial construction and restoration.

Any change in the location of the easement must be approved by Grantor in writing.

If Grantee fails to pay Grantor the Additional Consideration within the thirty-six (36) month period beginning with the Effective Date, then this Agreement shall terminate, and Grantee shall record in the real property records of HARDIN County a Release of Easement and Right-of-Way Agreement releasing all rights granted in this Agreement. However, if Grantee pays Grantor the Additional Consideration within such thirty-six (36) month period, then this Agreement shall continue in force and effect in accordance with its terms.

Upon paying Grantor the Additional Consideration, Grantee shall record a Notice of Extension of Easement in the real property records of HARDIN County within 36 months..

This Agreement, including the terms and conditions set forth in Exhibit B attached hereto and incorporated herein by reference, sets forth all of the agreements and stipulations of the parties pertaining to the terms of the Permanent Easement and Temporary Easements, superseding all prior agreements, representations, or understandings, whether written or verbal, and may be modified or amended only by a written agreement signed by both parties.

In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the entire agreement between Grantor and Grantee covering the subject matter hereof.

This Agreement may be executed by Grantor and Grantee in two or more counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument. The original signature pages of such counterparts may be combined to form one instrument for recordation in the real property records of HARDIN County.

TO HAVE AND TO HOLD the Permanent Easement and Temporary Easements unto Grantee, its successors and assigns, until released by Grantee or its successors or assigns by an instrument in writing recorded in the real property records of HARDIN County.

EXECUTED on the dates set forth in the acknowledgments below, but effective for all purposes as of the 26th day of November, 2013 (the "Effective Date").

CONSIDERATION CERTIFICATE

Pursuant to KRS 382.135, Grantor and Grantee certify that the full consideration for the easement granted herein is $ 8,070.00. This transfer of an easement is not subject to transfer tax under KRS 142.050.

GRANTOR:

HARDIN COUNTY, KENTUCKY
HARRY L. BERRY,HARDIN COUNTY JUDGE/EXECUTIVE

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY §
§
COUNTY OF HARDIN §

The foregoing instrument was subscribed, sworn to and acknowledged before me this 26th day of November, 2013, by **HARDIN COUNTY, KENTUCKY HARRY L. BERRY,HARDIN COUNTY JUDGE/EXECUTIVE.**

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public in and for the State of Kentucky

My Commission Expires: _____

GRANTEE:

Bluegrass Pipeline Company LLC

_____
By: James C. Curry
Title: Attorney-in Fact

COMPANY ACKNOWLEDGMENT

STATE OF OKLAHOMA §
§
COUNTY OF TULSA §

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____ ____, 201___, by James C. Curry, Attorney-in Fact for Bluegrass Pipeline Company LLC, a Delaware limited liability company, on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public in and for the State of Oklahoma

My Commission Expires: _____

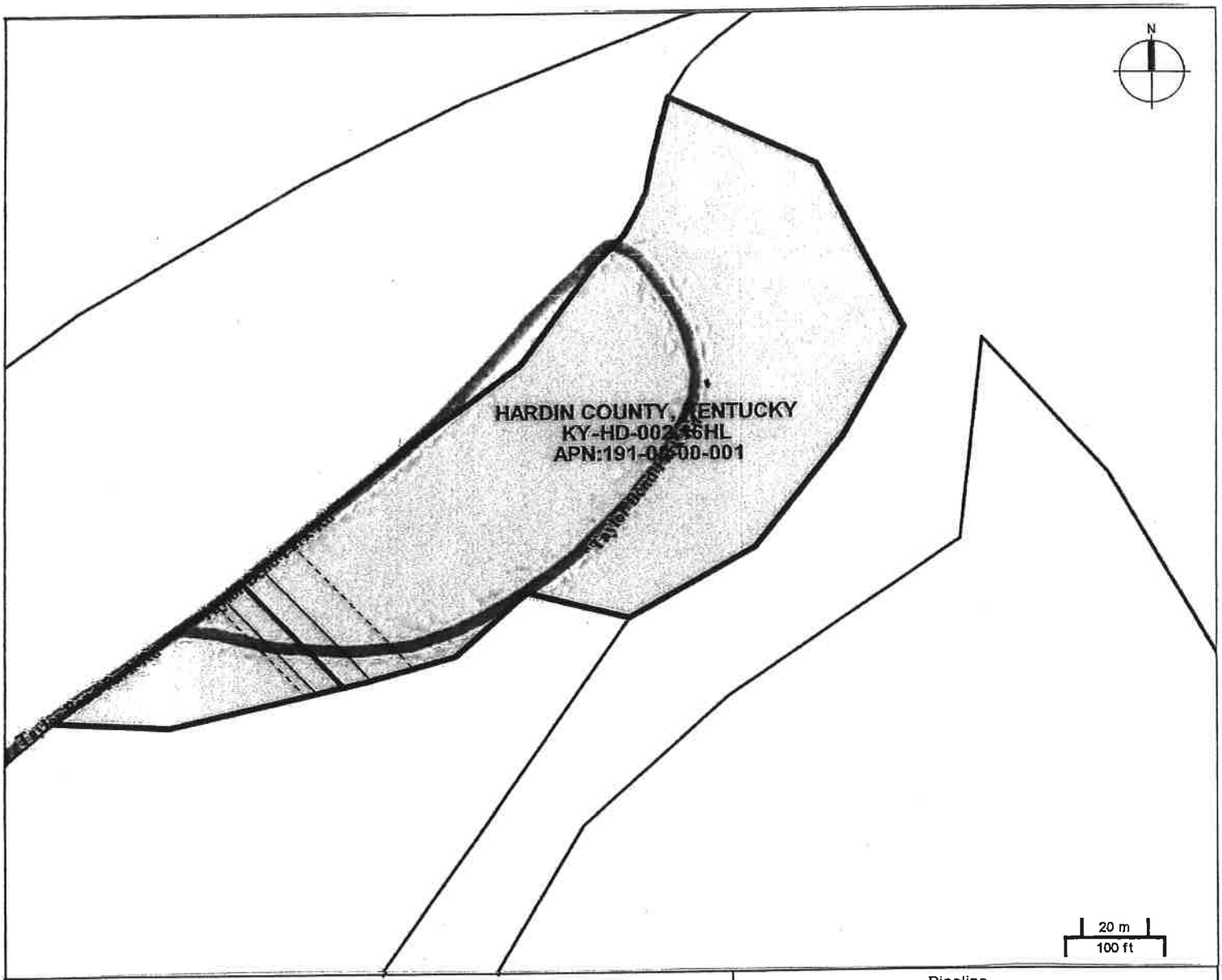
This instrument prepared by: _____
Donald E Hockaday III
2800 Post Oak Blvd
Houston, TX 77056

APN Number: 191-00-00-001

Tract Number: KY-HD-002.16HL

EXHIBIT A - DESCRIPTION OF PERMANENT EASEMENT

Grantor approves of the location of the easement across said Grantor's property more specifically shown below. Any change in the location of the easement must be approved by Grantor in writing. The below representation of landowner property is not to scale and the route depicted shows approximate location of the Easement. This document does not represent a boundary survey and items shown hereon may not have been field verified.



State: Kentucky *County:* Hardin *Township:*0 HARDIN CO

Legal: 4.11 acres of land, more or less, situated in Hardin County, Kentucky and being more particularly described in General Warranty Deed dated May 26, 1970 from J. H. Taylor and Agnes P. Taylor, his wife to Hardin County, Kentucky, recorded in Deed Book 225, Page 280 and by Deed of Correction dated 9/5/70 and of record Deed Book 227, page 454 of the Official Public Records of Hardin County, Kentucky.

USGS Quad: SONORA

50' Perm. Easement: 151 FEET (+/-) = 9.20 Rods / 0.17 Acres

50' Temp. Easement: 151 FEET (+/-) = 9.20 Rods / 0.19 Acres

Pipeline	
Perm. Easement	
Temp. Easement	
Road	

Bluegrass Pipeline

Oct 24, 2013	Rev. 0	

Proposed Pipeline Easement Crossing
HARDIN COUNTY, KENTUCKY

Oct 24, 2013	Rev. 0	Drawing No.: 13106-PE-03036

Grantor Initials: _____

EXHIBIT B - ADDITIONAL TERMS AND CONDITIONS

The Permanent Easement and Temporary Easements granted in the Agreement are subject to the following terms and conditions:

1. USE AND ENJOYMENT BY GRANTOR: Grantor reserves the right to the use and enjoyment of the property subject to the Permanent Easement and Temporary Easements so long as such use does not hinder or otherwise conflict or interfere with the Pipeline Installation and Grantee's exercise of the rights granted in this Agreement. Notwithstanding the above, Grantor shall be permitted to graze livestock and grow crops within the Permanent Easement after Grantee's construction of the Pipeline Installation is complete. Grantor shall not be permitted to impound water or permit to be constructed any building, structure, reservoir, excavation, or other improvement or obstruction on, over, or under the Permanent Easement or to change the grade over, alter the depth of soil cover, or plant trees on or within the Permanent Easement without the express written consent of Grantee.

2. INGRESS AND EGRESS: Grantee shall have the right of ingress to and egress from the Permanent Easement and Temporary Easements across Grantor's property and adjoining lands by means of existing and future public and private roads, and at Grantee's discretion, improve, any and all existing roads, whether public or private and whether improved or unimproved, for any and all necessary or incidental uses for the Pipeline Installation. Grantee shall repair any damage to any private roads caused by its use of same.

3. CONSIDERATION: Grantor hereby covenants and agrees that the Base Consideration and the Additional Consideration set out in the Statement of Agreed Consideration for Easement and Right of Way Agreement constitute the full, complete, and final payment for the enjoyment and use by Grantee of its rights hereunder and final payment for any and all injuries and damages of whatever nature and character to land, crops, timber, fences, and improvements on, over, and across the Permanent Easement and Temporary Easements occasioned by the initial construction of the Pipeline Installation. However, Grantee agrees to pay Grantor for any damages to crops, timber, pasturage, fences, or buildings of Grantor that may subsequently arise from the exercise of the rights herein granted, after the initial construction of the Pipeline Installation.

4. INITIAL DEPTH OF PIPELINE: Grantee agrees to initially bury its pipeline so that the top of the pipeline will be buried at least thirty-six inches (36") below the existing ground level contour at the time of initial construction. In areas of rock concentration or where it is difficult and not practical to bury the pipeline that deep, the pipeline shall be buried so that the top of the pipeline will be buried at least eighteen inches (18") below the existing ground level contour. At road crossings, the pipeline shall be buried at least sixty inches (60") below road centerline elevation.

5. RESTORATION: Grantee shall restore the surface of the Permanent Easement and Temporary Easements, as nearly as practicable and permissible, to its prior condition and contour following any disturbance occasioned by construction or use of such easements by the Grantee, its contractors, or its agents. All disturbed areas to be stabilized and revegetated to prevent erosion.

6. FENCES, STONE WALLS, GATES, AND ROADWAYS: In connection with the construction of the Pipeline Installation, Grantee will be entitled to install in any fence or stone wall crossing the Permanent Easement a good quality aluminum gate. Any gates so installed by Grantee shall be maintained by Grantee and shall be kept locked by Grantee at all times when not in use. Grantee also shall have the right to install gates or fences around any above-ground portion of the Pipeline Installation. If there are gates or roadways now existing along the Permanent Easement and Temporary Easements, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein. Grantee agrees to repair or replace any fences, stone walls,

barrier posts or gates that are cut or damaged as a direct result of Grantee's operations under the terms and conditions of this Pipeline Easement. Grantee agrees said fence, stone wall, barrier posts or gate repair or replacement shall be done using a similar quality product and/or material as existed prior to Grantee's disturbance.

7. ASSIGNABILITY: This Agreement and Grantee's rights in the Permanent Easement and Temporary Easements shall be assignable in whole or in part. The rights granted herein shall inure to the benefit of and be binding on and enforceable against Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns.

8. **INDEMNITY: Grantee does hereby covenant and agree to indemnify and hold Grantor harmless against any and all losses, damages, claims, demands, and suits (and all reasonable costs and expenses incidental thereto, including court costs and attorneys' fees) that Grantor may suffer to incur or to which it may be made liable (collectively, "Claims"), to the extent that such Claims are incident to, or connected directly with, Grantee's performance or exercise or failure to perform or exercise the rights granted in this Agreement, EXCLUDING all losses, damages, claims, demands, and suits resulting from the negligence, gross negligence, or malicious acts (or omissions) of Grantor, its agents, employees, or representatives.**

9. MAINTENANCE. In addition to the rights and privileges expressly granted to Grantee above with regard to the Permanent Easement and Temporary Easements, Grantee shall be entitled to exercise any additional, implied rights and privileges that are reasonably necessary for the construction, installation, restoration, operation, maintenance, enhancement and repair of the Pipeline Installation.

10. COOPERATION: Grantor agrees to cooperate with Grantee in obtaining any permits, licenses, permissions or approvals, including but not limited to driveway permits, highway access permits and zoning and land use permits (hereinafter "Permits"), which Grantee deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the Pipeline Installation. Grantor agrees to join in the application for any such Permits if Grantor's signature is required in the application process.

After Recordation, return to:
IPS Engineering/EPC
Attn: Mark Johnson
1690 Ring Road, Suite 230
Elizabethtown, KY 42701

Tract Number: KY-HD-002.16HL

MEMORANDUM OF EASEMENT AND RIGHT OF WAY AGREEMENT

1. **NAME AND ADDRESS OF GRANTOR:**

   HARDIN COUNTY, KENTUCKY
   P. O. BOX 568 ELIZABETHTOWN, KY 42702

2. **NAME AND ADDRESS OF GRANTEE:**

   Bluegrass Pipeline Company LLC
   One Williams Center
   Attn: Midstream Real Estate and Right of Way Department
   Tulsa, OK 74172-0172

3. **EASEMENT REFERENCE AND GRANT:** Easement and Right of Way Agreement, dated the 26th day of November, 2013 (the "Easement Agreement"), by and between **HARDIN COUNTY, KENTUCKY** ("Grantor", whether one or more) and Bluegrass Pipeline Company LLC ("Grantee"). For and in consideration of the sum of Ten and No/100 Dollars ($10.00), cash in hand paid and other good and valuable consideration, Grantor has bargained and sold and does hereby grant, sell and convey to Grantee an easement and right-of-way across the Property (as defined below), all in accordance with the terms of the Easement Agreement (as defined below). A copy of the Easement Agreement is in the possession of Grantor and Grantee and to which reference should be made for all the terms thereof, and which terms are incorporated herein as if copied at length.

4. **DESCRIPTION OF THE PROPERTY:** The Permanent Easement Fifty Feet (50') in width and Temporary Easement Fifty Feet (50') in width traverse and cross that certain tract or parcel of land located in HARDIN County, Kentucky, and being more particularly described in a deed dated 05/20/1970 of record in Deed Book 225, Page 280, in the Office of the HARDIN County Clerk ("the Property"). The Permanent Easement and Temporary Easement cross the Property at the location shown on the Easement Agreement, which location is by agreement subject to relocation within thirty six (36) months after date hereof.

5. **TERM:** The term of the easement and right of way is permanent beginning date hereof, but may be released in accordance with the terms of the Easement Agreement. Grantor shall not sell, lease, transfer, grant, convey, assign, encumber, or mortgage the Property during the term of thirty six (36) months after date hereof (unless released earlier), unless the same is expressly made servient and subordinate to the Easement Agreement.

IN WITNESS WHEREOF, the parties have signed their names hereto as of the 26th day of November, 2013.

CONSIDERATION CERTIFICATE

Pursuant to KRS 382.135, Grantor and Grantee certify that the full consideration for the easement granted herein is $ 8070.00. This transfer of an easement is not subject to transfer tax under KRS 142.050.

GRANTOR:

HARDIN COUNTY, KENTUCKY
HARRY L. BERRY,HARDIN COUNTY
JUDGE/EXECUTIVE

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF HARDIN)

The foregoing Memorandum of Easement and Right of Way Agreement was subscribed, sworn to and acknowledged before me on this _____ day of _____, ____, **HARDIN COUNTY, KENTUCKY HARRY L. BERRY,HARDIN COUNTY JUDGE/EXECUTIVE**, Grantor.

NOTARY PUBLIC, STATE AT LARGE KENTUCKY

My Commission Expires: _____

GRANTEE:

Bluegrass Pipeline Company LLC

_____

By: James C. Curry
Title: Attorney-in Fact

COMPANY ACKNOWLEDGMENT

STATE OF **OKLAHOMA** §
§
COUNTY OF **TULSA** §

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____ _____, 201___, by James C. Curry, Attorney-in Fact for Bluegrass Pipeline Company LLC, a Delaware limited liability company, on behalf of said company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public in and for the State of Oklahoma

My Commission Expires: _____

This Instrument Prepared by:

_____

Donald E. Hockaday, III
Senior Counsel
The Williams Companies, Inc.
2800 Post Oak Blvd
Houston, TX 77056
(713) 501-7398

Parcel ID #: 191-00-00-001 Tract Number: KY-HD-002.16HL

STATEMENT OF AGREED CONSIDERATION
FOR EASEMENT AND RIGHT-OF-WAY AGREEMENT

This Statement of Agreed Consideration for Easement and Right-of-Way Agreement (the "Statement") is executed this 26th day of Nov., 2013, between HARDIN COUNTY, KENTUCKY (hereinafter "Grantor") and Bluegrass Pipeline Company LLC, a Delaware limited liability company (hereinafter "Grantee").

WHEREAS, Grantor has agreed to convey to Grantee an Easement and Right-of-Way Agreement (the "Agreement"), the form of which has been executed in conjunction with the execution of this Statement, and
WHEREAS, the parties wish to set forth the amount of consideration paid and to be paid to Grantor for the conveyance of the Permanent Easement and Temporary Easements described in the Agreement,
NOW THEREFORE, Grantor and Grantee agree as follows:

Base Consideration: Grantee shall pay Grantor **SIX THOUSAND ONE HUNDRED THIRTY**and 00/100 Dollars ($**6,130.00**) for the execution of the Agreement.

Notice of Extension of Temporary Easement: In order to continue the term of the Agreement for a period beyond thirty-six months and secure the right to construct and operate the Pipeline Installation as described in the Agreement, Grantee shall pay Grantor the additional sum of **FIVE HUNDRED** and 00/100 Dollars ($**500.00**), calculated as the pro-rata sum of $**30,000.00**acre for the actual amount of acreage with the fifty foot (50') Permanent Easement or $5,000, whichever amount is greater, LESS the amount paid for the Base Consideration. After payment of said Additional Consideration to Grantor, Grantee shall sign and record a Notice of Extension of Easement.
Damages Consideration: Grantor and Grantee agree, prior to the start of Construction on Grantor's Property, that Grantee shall pay to Grantor an additional sum for Damages of **ONE THOUSAND FOUR HUNDRED FORTY** and No/100 Dollars ($**1,440.00**), the actual/total amount to be calculated as the pro-rata sum of $**4,000.00**/acre, for the combined acreage within the Permanent Easement plus any Temporary Easements, or $1,000, whichever amount is greater. Said payment for Damages is liquidated damages for any and all injuries and damages of whatsoever nature to land, crops, timber, fences, and improvements resulting from the exercise of Grantee's rights under the Easement and Right-of-Way Agreement within either or both of the Permanent and Temporary Easements.

BREAKDOWN:

Total Easement and ROW Consideration (Estimated at **0.170** arcres):		$**6,630.00**
Base Consideration:	$**6,130.00**	
Additional Consideration:	$**500.00**	
Damages Consideration (Estimated at **0.360** acres):		$**1,440.00**
Total:		$**8,070.00**

If Grantor owns less than the full interest in the above described land then the amount of the Base Consideration, Additional Consideration, and Damages Consideration shall be reduced proportionately.

In the event the undersigned has a tenant farmer that has crops on the Property, then the undersigned agrees to compensate the tenant farmers with all or part of the consideration that is hereby being submitted to the undersigned by Grantee.

Payment of the Base Consideration, Additional Consideration, and Damages Consideration (if any) shall be made to:

PAYEE (Grantor): HARDIN COUNTY, KENTUCKY

Address: PO BOX 568
ELIZABETHTOWN, KY 42702

Executed on behalf of Grantee by:

_____
Its Agent

Agreed this 26th day of November, 2013, by:

Grantor: _____
HARDIN COUNTY, KENTUCKY
HARRY L. BERRY,HARDIN COUNTY
JUDGE/EXECUTIVE