

RESOLUTION #17-03

**A RESOLUTION AUTHORIZING ATMOS ENERGY CORPORATION'S NATURAL GAS
LINE EASEMENT ON CITY PROPERTY**

BE IT RESOLVED THAT THE CITY OF MARION, KENTUCKY

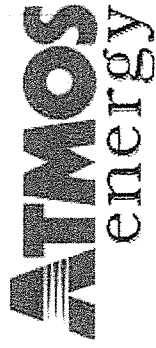
1. Hereby gives approval for granting an easement for the use of City property for the installation and maintenance of natural gas lines.
2. Jared Byford, Mayor, City of Marion, is hereby authorized to sign and submit all of the necessary documents relating to the easement.

APPROVED THIS THE 31st DAY OF JULY, 2017 BY THE CITY OF MARION.

Jared Byford
Mayor

ATTEST:

City Clerk/Administrator



July 13, 2017

City Of Marion
217 S Main
Marion, Kentucky 42064

**RE: Marion to Fredonia Replacement Project
Offer to Acquire Easements
Tract #: 0210.000.00.00-CR-KY, Crittenden County, Kentucky
Property Location: US HWY 641
Tax Parcel ID #: 058-00-00-052.01; 105716**

Dear City Of Marion,

Atmos Energy Corporation, a Texas and Virginia corporation, is in the process of locating and constructing a pipeline route (the "Route"), along with appurtenant facilities that may be necessary and useful to support the pipeline(s). In order to complete the installation of the Route, Atmos Energy Corporation must acquire certain easements which are located on a portion of your property, situated in Crittenden County, Kentucky (the "Property"). I have enclosed a proposed Permanent Easement Agreement, which outlines the terms and conditions of the agreement and includes a description of the necessary easements (the "Easement").

Atmos Energy Corporation, is offering a one-time payment in the amount of one thousand seven hundred sixteen dollars and fifty cents (\$1,716.50) as full monetary compensation for the Easement and reasonably anticipated damages during the initial construction and installation of the Pipeline. If this is agreeable to you, please sign and acknowledge the Easement. Upon receipt of both the Easement and a completed and signed W-9 form, I will contact you to make arrangements for payment. Of course, if you would prefer to meet to discuss the terms of the Easement, please let me know and we can make arrangements for a meeting at a mutually convenient date and time.

I look forward to hearing from you. If you have any questions or would like to discuss this matter further, please call me at your earliest convenience at (812) 573-9013.

Respectfully,

Rodney Flora
Contract Agent
Percheron Professional Services, LLC

Enclosures: Permanent Easement Agreement (3 copies)
W-9 (2 copies)

PREPARED BY AND WHEN RECORDED RETURN TO:

Percheron Professional Services, LLC
5550 77 Center Drive, Suite 270
Charlotte, NC 28217

Line Marion to Fredonia
ROW No. 0210.000.00.00-CR-KY

RIGHT-OF-WAY AND EASEMENT

STATE OF KENTUCKY

COUNTY OF CRITTENDEN

KNOW ALL MEN BY THESE PRESENTS:

§
§
§

THAT, **City Of Marion**, whose legal address is 217 S MAIN , Marion, Kentucky 42064 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 by Atmos Energy Corporation, a Texas and Virginia corporation, whose address is P.O. Box 650205, Dallas, TX 75265-0205, hereinafter called Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement in, across, under, over and through the following described property in Crittenden County, State of Kentucky (hereinafter the "Property"), and described as follows, to wit:

8.3596 acres of land, more or less, lying in Crittenden County, Kentucky, being all that certain 8.80 acres of land, more or less, being more particularly described in that certain deed dated February 11, 1942, from W. E. Potter and his wife, Cladye Potter, to the City of Marion, Kentucky, recorded at Deed Book 70, Page 101, deed records for Crittenden County, Kentucky, LESS AND EXCEPT that certain 0.4404 acre of land, more or less, being more particularly described in that certain deed dated June 27, 2014, from the City of Marion, Kentucky, to the Commonwealth of Kentucky, recorded in Deed Book 226, Page 539, deed records for Crittenden County, Kentucky, to which reference is herein made for a more complete description.

Said right-of-way and easement and/or Facilities Property being a portion of Grantor's Property described in Deed (Conveyance) Book 70, Page (Folio) 101, Office of Crittenden County, State of Kentucky.

Distribution Pipeline Easement

Twenty (20) feet in width, to install, construct, reconstruct, inspect, operate, maintain, alter, repair, change the size of, replace and remove, abandon in place and/or remove at will, in whole or in part, relocate along the same general direction, relocate in the same relative position to any adjacent road if and as such road is widened in the future, one or more gas pipelines, service laterals and extensions thereto, together with meters, regulators, cathodic protection equipment and aerial markers, and all other facilities, equipment and other appurtenances thereto, over and through the Property, necessary or convenient to Grantee in the use of said pipeline(s) (collectively, unless the context indicates otherwise, the "Pipeline"), as depicted on the exhibit attached hereto as Exhibit A and made a part hereof;

The attached Exhibit A is for the purpose of preserving and giving notice of the right-of-way and easement area. Said Exhibit A shall be replaced with an as-built survey of the right-of-way and easement area which shall include a legal description of same.

This grant shall carry with it the rights of ingress and egress to and from said Property and/or Facilities Property, including the right to temporarily utilize adjoining property of Grantor during construction, repair and maintenance of the Pipeline and/or Facilities with the right to use existing roads for the purpose of constructing, operating, inspecting, repairing, and maintaining the

Pipeline and/or Facilities, and the right of removal or replacement of the same with either like or different size or type pipe, facilities or equipment, whether larger or smaller, or other construction at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with any other rights necessary to operate and maintain the Pipeline and/or Facilities over and across the above described property unto the said Grantee, its successors and assigns.

With the exception of the easement area comprising the Facilities Property, if applicable, Grantor shall have the right to fully use and enjoy the surface of the easement area except for the purposes herein granted provided that such use and enjoyment shall not, in the sole judgment of Grantee, hinder, conflict or interfere with the exercise of the Grantee's rights hereunder. No permanent building, house, well, reservoir, structure or obstruction shall be constructed upon, under or across the easements or rights-of-way herein granted without the Grantee's written consent. Further, Grantor shall not fence the easement area or change the grade of the easement area or excavate within the easement area without the written permission of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the easement or impound water over the easement without prior approval of Grantee. Grantee shall have the right to install at its expense, permanent gates in any existing fence to permit ingress and egress along the easement or right-of-way herein granted. Grantee agrees to pay for damages to growing crops and other property of Grantor, or any tenant or lessee of Grantor, as their respective interests may appear, arising out of the construction, operation, repair, inspection, maintenance or replacement of the Pipeline and/or Facilities maintained hereunder unless caused by the negligence of Grantor or of Grantor's agents, employees, representatives or assigns. Grantee agrees to hold Grantor harmless from all damages, injuries or claims by third parties resulting from the construction, operation or maintenance of any pipeline(s), facilities and/or appurtenances thereto constructed by Grantee under this easement.

The Grantee shall bury the Pipeline, if applicable, to a depth not less than that required by applicable law or regulation. All construction, maintenance and repairs which shall be made to the Pipeline and/or Facilities shall be done at times suitable to Grantee and, if possible, at such times as will least interfere with the agricultural use of the Property. Grantee shall have the full right, at its sole option, to clear, and keep clear, the right-of-way and easement herein granted, and all timber, trees, undergrowth and other obstructions which might interfere with the construction, operation, inspection, repairing or maintenance of the Pipeline and/or Facilities, or endanger same. Grantee shall have the right to select the exact location of said Pipeline(s) and any future Pipeline(s) within said easement, and to do whatever may be requisite for the use and enjoyment of the rights herein granted. Grantee agrees to restore the Property and/or Facilities Property to as close to the original condition as is reasonable.

Grantor represents that Grantor is the owner in fee simple of the land above described, free and clear of any unstated liens, encumbrances or imperfections, and warrants the title to the Property and/or Facilities Property, subject to outstanding mortgages, if any, now on record in said County/Parish.

Grantor shall retain all oil, gas and other mineral rights in, on and under the right of way and easement granted herein.

This right-of-way and easement shall run with the Property and/or Facilities Property and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the Property and/or Facilities Property.

Grantee shall have the right to assign this easement in whole or in part of one or more assignees.

This contract is binding upon any subsequent owner or owners of said land, and it is hereby expressly understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF this _____ day of _____, A.D., 20_____.

GRANTOR:

City Of Marion
217 S MAIN
Marion, Kentucky 42064

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT BY CORPORATION OR OTHER BUSINESS ENTITY

STATE OF _____ \$

COUNTY OF _____ \$

The foregoing instrument was acknowledged before me this _____ day of _____, A.D.,
20____, by _____, known to me to be the
of _____

WITNESS MY HAND AND OFFICIAL SEAL.

(Type, print or stamp name)

NOTARY PUBLIC

My Commission Expires: _____

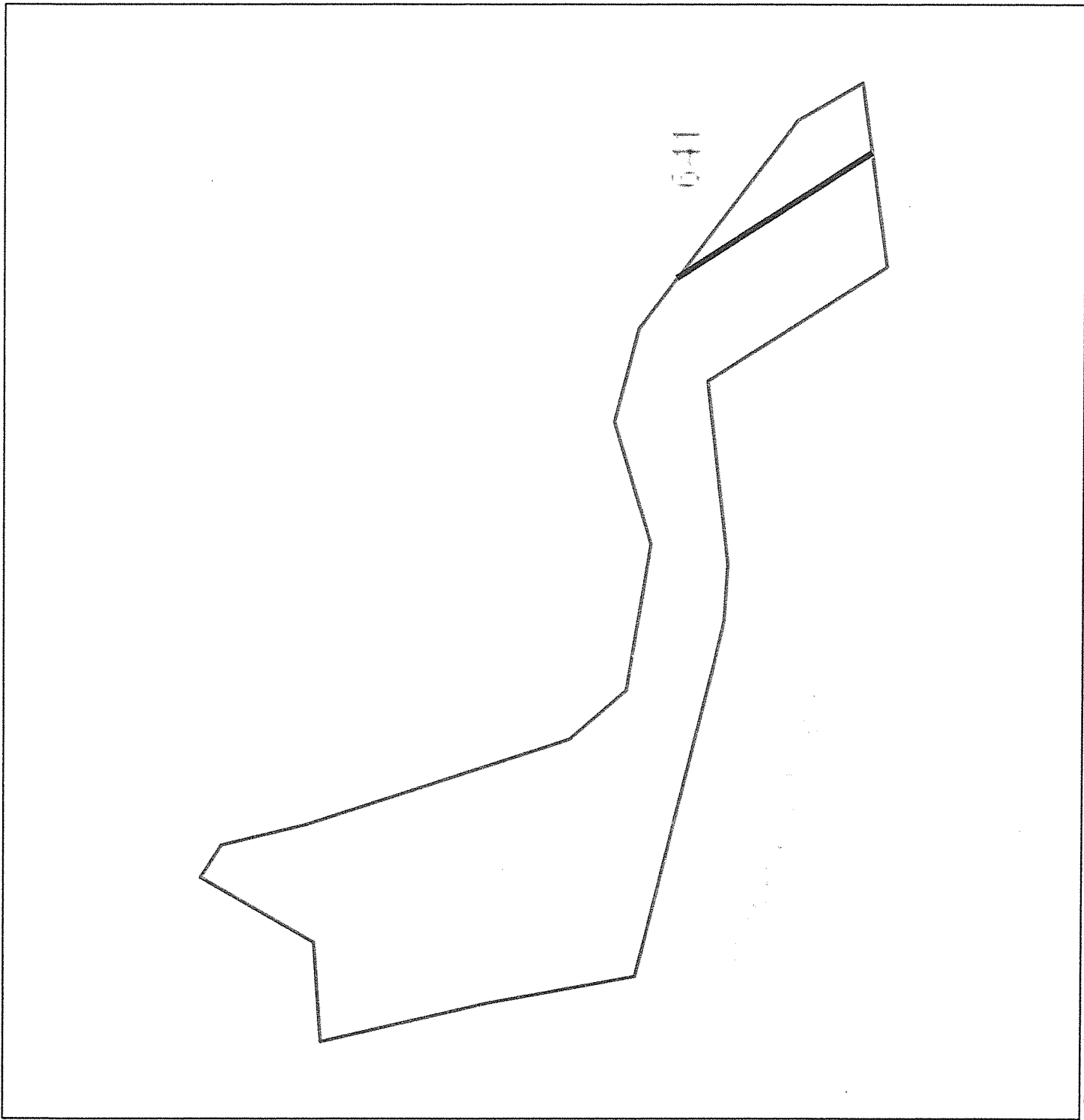
Notary Identification No.: _____

Prepared by:

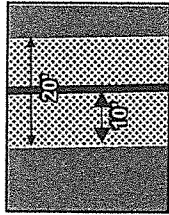


Sheena M. Amos
Percheron Professional Services, LLC
5550 77 Center Drive, Suite 270
Charlotte, NC 28217

EXHIBIT A



Date: 6/29/2017



1 inch = 200 feet

Owner: Marion City Of
Amps #: 0210.000.00.00-CR-KY
Tax Account #: 058-00-00-052.01. 105716
Proposed Length: 343.3'
Approximate Proposed Permanent Easement Area: 0.16 Acres
County: Crittenden
State: Kentucky

Marion To Fredonia
Centerline
Tax Parcel
Permanent Easement

Disclaimer: This is a preliminary sketch depicting the proposed ROW through the property. The distances and boundaries are approximate and does not in any way signify a certified survey plat.

PREPARED BY AND WHEN RECORDED RETURN TO:

Percheron Professional Services, LLC
5550 77 Center Drive, Suite 270
Charlotte, NC 28217

Line Marion to Fredonia
ROW No. 0210.000.00.00-CR-KY

RIGHT-OF-WAY AND EASEMENT

STATE OF KENTUCKY

COUNTY OF CRITTENDEN

KNOW ALL MEN BY THESE PRESENTS:

§
§
§

THAT, **City Of Marion**, whose legal address is 217 S MAIN , Marion, Kentucky 42064 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 by Atmos Energy Corporation, a Texas and Virginia corporation, whose address is P.O. Box 650205, Dallas, TX 75265-0205, hereinafter called Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement in, across, under, over and through the following described property in Crittenden County, State of Kentucky (hereinafter the "Property"), and described as follows, to wit:

8.3596 acres of land, more or less, lying in Crittenden County, Kentucky, being all that certain 8.80 acres of land, more or less, being more particularly described in that certain deed dated February 11, 1942, from W. E. Potter and his wife, Cladye Potter, to the City of Marion, Kentucky, recorded at Deed Book 70, Page 101, deed records for Crittenden County, Kentucky, LESS AND EXCEPT that certain 0.4404 acre of land, more or less, being more particularly described in that certain deed dated June 27, 2014, from the City of Marion, Kentucky, to the Commonwealth of Kentucky, recorded in Deed Book 226, Page 539, deed records for Crittenden County, Kentucky, to which reference is herein made for a more complete description.

Said right-of-way and easement and/or Facilities Property being a portion of Grantor's Property described in Deed (Conveyance) Book 70, Page (Folio) 101, Office of Crittenden County, State of Kentucky.

Distribution Pipeline Easement

Twenty (20) feet in width, to install, construct, reconstruct, inspect, operate, maintain, alter, repair, change the size of, replace and remove, abandon in place and/or remove at will, in whole or in part, relocate along the same general direction, relocate in the same relative position to any adjacent road if and as such road is widened in the future, one or more gas pipelines, service laterals and extensions thereto, together with meters, regulators, cathodic protection equipment and aerial markers, and all other facilities, equipment and other appurtenances thereto, over and through the Property, necessary or convenient to Grantee in the use of said pipeline(s) (collectively, "Pipeline"), as depicted on the exhibit attached hereto as Exhibit A and made a part hereof;

The attached Exhibit A is for the purpose of preserving and giving notice of the right-of-way and easement area. Said Exhibit A shall be replaced with an as-built survey of the right-of-way and easement area which shall include a legal description of same.

This grant shall carry with it the rights of ingress and egress to and from said Property and/or Facilities Property, including the right to temporarily utilize adjoining property of Grantor during construction, repair and maintenance of the Pipeline and/or Facilities with the right to use existing roads for the purpose of constructing, operating, inspecting, repairing, and maintaining the

Pipeline and/or Facilities, and the right of removal or replacement of the same with either like or different size or type pipe, facilities or equipment, whether larger or smaller, or other construction at will, either in whole or in part.

TO HAVE AND TO HOLD the above described rights and easements, together with any other rights necessary to operate and maintain the Pipeline and/or Facilities over and across the above described property unto the said Grantee, its successors and assigns.

With the exception of the easement area comprising the Facilities Property, if applicable, Grantor shall have the right to fully use and enjoy the surface of the easement area except for the purposes herein granted provided that such use and enjoyment shall not, in the sole judgment of Grantee, hinder, conflict or interfere with the exercise of the Grantee's rights hereunder. No permanent building, house, well, reservoir, structure or obstruction shall be constructed upon, under or across the easements or rights-of-way herein granted without the Grantee's written consent. Further, Grantor shall not fence the easement area or change the grade of the easement area or excavate within the easement area without the written permission of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the easement or impound water over the easement without prior approval of Grantee. Grantee shall have the right to install at its expense, permanent gates in any existing fence to permit ingress and egress along the easement or right-of-way herein granted. Grantee agrees to pay for damages to growing crops and other property of Grantor, or any tenant or lessee of Grantor, as their respective interests may appear, arising out of the construction, operation, repair, inspection, maintenance or replacement of the Pipeline and/or Facilities maintained hereunder unless caused by the negligence of Grantor or of Grantor's agents, employees, representatives or assigns. Grantee agrees to hold Grantor harmless from all damages, injuries or claims by third parties resulting from the construction, operation or maintenance of any pipeline(s), facilities and/or appurtenances thereto constructed by Grantee under this easement.

The Grantee shall bury the Pipeline, if applicable, to a depth not less than that required by applicable law or regulation. All construction, maintenance and repairs which shall be made to the Pipeline and/or Facilities shall be done at times suitable to Grantee and, if possible, at such times as will least interfere with the agricultural use of the Property. Grantee shall have the full right, at its sole option, to clear, and keep clear, the right-of-way and easement herein granted, and all timber, trees, undergrowth and other obstructions which might interfere with the construction, operation, inspection, repairing or maintenance of the Pipeline and/or Facilities, or endanger same. Grantee shall have the right to select the exact location of said Pipeline(s) and any future Pipeline(s) within said easement, and to do whatever may be requisite for the use and enjoyment of the rights herein granted. Grantee agrees to restore the Property and/or Facilities Property to as close to the original condition as is reasonable.

Grantor represents that Grantor is the owner in fee simple of the land above described, free and clear of any unstated liens, encumbrances or imperfections, and warrants the title to the Property and/or Facilities Property, subject to outstanding mortgages, if any, now on record in said County/Parish.

Grantor shall retain all oil, gas and other mineral rights in, on and under the right of way and easement granted herein.

This right-of-way and easement shall run with the Property and/or Facilities Property and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the Property and/or Facilities Property.

Grantee shall have the right to assign this easement in whole or in part of one or more assignees.

This contract is binding upon any subsequent owner or owners of said land, and it is hereby expressly understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

WITNESS THE EXECUTION HEREOF this _____ day of _____, A.D., 20_____.

GRANTOR:

City Of Marion
217 S MAIN
Marion, Kentucky 42064

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT BY CORPORATION OR OTHER BUSINESS ENTITY

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, A.D.,
20____, by _____, known to me to be the
of _____

WITNESS MY HAND AND OFFICIAL SEAL.

(Type, print or stamp name)

NOTARY PUBLIC

My Commission Expires: _____

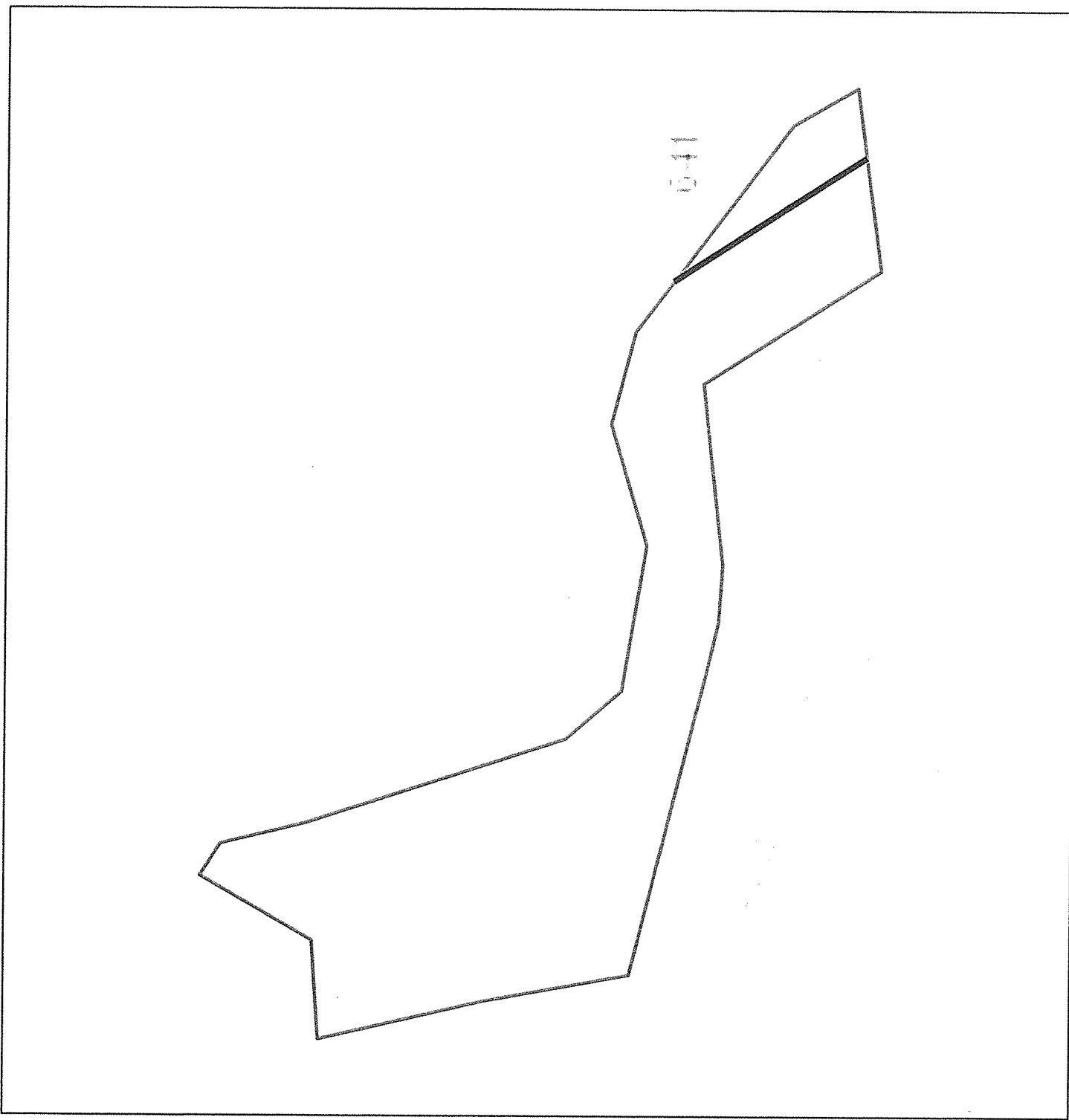
Notary Identification No.: _____

Prepared by:

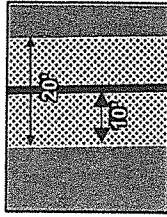


Sheena M. Amos
Percheron Professional Services, LLC
5550 77 Center Drive, Suite 270
Charlotte, NC 28217

EXHIBIT A



Date: 6/29/2017



1 inch = 200 feet

Owner: Marion City Of
Amps #: 0210.000.00.00-CR-KY
Tax Account #: 058-00-00-052.01: 105716
Proposed Length: 343.3'
Approximate Proposed Permanent Easement Area: 0.16 Acres
County: Crittenden
State: Kentucky

Marion To Fredonia
Centerline
Tax Parcel
Permanent Easement

Disclaimer: This is a preliminary sketch depicting the proposed ROW through the property. The distances and boundaries are approximate and does not in any way signify a certified survey plat.