

## **DEED OF EASEMENT**

The undersigned, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, a Kentucky non-profit corporation, an agency of and an instrumentality of the Lexington-Fayette Urban County Government, of 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Grantor"), for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), does hereby give, grant and convey unto KENTUCKY UTILITIES COMP ANY, a Kentucky corporation, whose mailing address is One Quality Street, Lexington, Kentucky 40507, its successors and assigns ("Company"), the right, power, and privilege to construct, reconstruct, operate, enlarge, extend, repair, relocate, patrol, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, including, but not limited to, transformers, poles, conduit, cables and wires, over the following tract of land more particularly described as follows, to wit:

### **Permanent Electric Line Easement** **A portion of 650 Southpoint Drive**

**This easement is located in Kentucky State Plane Single Zone ( NAD 83) and the beginning of this electric easement is thirty feet (30') in width; fifteen feet (15') either side of centerline. The easement centerline is described as follows: Starting at a point, said point being where the Kentucky Utilities Company facilities enter said property in the east boundary and extends in a general west direction thru the following consecutive points: a point located at Northing 168347.409 Easting 1569652.306 then 276 feet to a point located at Northing 168245.773 Easting 1569449.629, then 361 feet to a point located at Northing 168113.971 Easting 1569184.008 , then 211 feet to a point located at Northing 168037.599 Easting 1569030.091; from this point the easement width reduces to twenty feet (20') in width; ten feet (10') either side of centerline and extends in a general northern direction for 168 feet and ends at a point located at Northing 168171.046 Easting 1568949.874. Notwithstanding the foregoing, the easement area is limited to only those portions of above-described area located on property owned by Grantor as of the date of this Deed of Easement.**

The easement shall include the placement of anchors and down guys immediately outside the easement area as reasonably determined by Company. Grantor further grants and conveys to the Grantee the right to trim and remove any and all trees, shrubs, structures

and obstacles located within said easement, except those structures to which Company consents.

Further, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), Grantor does hereby give, grant, and convey unto Company the right of reasonable ingress and egress over the lands of the Grantor to and from said facilities in the exercise of this easement, provided, however, that in the exercising such right of ingress and egress, the Company will use regularly established roads or passageways, unless said roads or passageways do not exist.

The Grantor, their successors, heirs, or assigns, may use and enjoy the lands crossed by this easement, except, however, that such use shall not conflict with any of the rights and privileges herein granted. In particular, but not by way of limitation, Grantor shall not construct or maintain any building, signs, towers, antennas, swimming pool or any other structure along or upon the right-of-way described herein nor make any changes in grade to the lands crossed by this easement without the express consent in writing of the Company. Company consents to the placement of all structures that pre-exist this deed of easement, including, but not limited to, the concrete driveway and a light pole.

It is further agreed that the Company, will repair, restore, or pay to the Grantor for damages that may be caused by it in the exercise of these easements, except that the Grantee will not be liable for any damage for trimming or removing trees, shrubs, structures, or obstacles located within said easement, except those structures to which Company consents.

Title to the property was acquired by the Grantor by Deed dated December 12, 1990 and recorded in Deed Book 1569 Page 547 in the County Clerk's Office of Fayette County, Kentucky, which reference is hereby specifically made for the description therein contained.

IN WITNESS WHEREOF, the Parties have signed this Deed of Easement, this \_\_ day of \_\_\_\_\_, 2023.

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