

DEED OF EASEMENT

The undersigned, **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, of 200 East Main Street, Lexington, KY 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 COMPANY**, a Kentucky corporation, with a mailing address of One Quality Street, Lexington, KY 40507, its successors and assigns ("Company"), the right, power, and privilege to construct, reconstruct, operate, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, on, over, and under upon the following tract of land more particularly described as follows, to wit:

Electric Line Easement
A portion of 1850 Pisacano Drive, Lexington, KY 40511
PVA Parcel No. 10056570

The electric easement is twenty feet (20') in width with the centerline being described as follows: Being in the KY State Plane North Zone (NAD-83) and beginning at existing Kentucky Utilities facilities at point 217679.56 Northing, 1571973.046 Easting, thence running east approximately 405' and terminating at point 217682.34 Northing, 1572378.801 Easting.

Grantor further grants and conveys to the Company the right to trim, remove, and otherwise control any and all trees and other vegetation located on said easement or located within 10 feet of the centerline of the Company's facilities; furthermore, the Company is granted the right to trim or remove any trees that, in the Company's judgment, are at risk of falling in a manner that could pose a risk to Company's facilities or might otherwise interfere with the operation and maintenance of said facilities.

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 Grantor to and from said facilities in the exercise of this easement, provided, however, that in exercising such right of ingress and egress, the Company will use regularly established roads or passageways, unless said roads or passageways do not exist.

Return to: Tiffany Amber Holskey, Attorney
LFUCG-Department of Law
200 E. Main Street, 11th Floor
Lexington, Kentucky 40507

Business Use

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 by no way of limitation, Grantor shall not conduct any activities that restrict Company's access to its facilities or result in violations of applicable laws and regulations, such as structures or swimming pools that violate clearance requirements to electrical facilities. Company consents to the placement of all structures that preexist this deed of easement, including, but not limited to, the current fencing.

It is further agreed that the Company will restore the property to substantially the same condition that the property was in prior to installation, maintenance, or repair of the electric facilities, except that the Company will not restore or be liable for any damage for trimming, removing, or otherwise controlling trees or vegetation as permitted by this easement.

Title to the property was acquired by the Grantor by Deed dated December 9, 1991, and recorded in Deed Book 1744, Page 630, in the County Clerk's Office of Fayette County, Kentucky which reference is hereby specifically made for the description therein contained.

The obtaining of this easement was authorized by Resolution ____-2025, passed by the Lexington-Fayette Urban County Council on _____, 2025. Pursuant to KRS 382.135(2)(a), this deed of easement, which pertains to a public utility, need not contain a statement of consideration.

IN WITNESS WHEREOF, the Parties have signed this Deed of Easement, this ____ day of _____, 2025.

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KENTUCKY UTILITIES COMPANY

Jordan Kiser
Name Jordan Kiser
Title Right of Way Agent

STATE OF Kentucky

COUNTY OF Fayette

I, Bryon Hughes (print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this 16th day of June, 2025, by Jordan Kiser as Right of Way Agent (title) of Kentucky Utilities Company, to be their free act and voluntary deed.

My commission expires August 7, 2026.

WITNESS MY HAND this 16th day of June, 2025.

Bryon Hughes
NOTARY PUBLIC

Notary Number: KYNP 55343

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Linda Gorton
Linda Gorton, Mayor

STATE OF Kentucky
COUNTY OF Fayette

I, Mackenzie Stock (print), a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this 3 day of July, 2025, by Linda Gorton as Mayor (title) of Lexington-Fayette Urban County Government, to be their free act and voluntary deed.

My commission expires 11/20, 2027.

WITNESS MY HAND this 3rd day of July, 2025.

Mackenzie Stock
NOTARY PUBLIC

Notary Number: KYNPE2853

Prepared by:

Joe Mandlehr

Work Request # 7647829

Joe Mandlehr, Corporate Attorney
PPL Services Corporation
820 West Broadway, Louisville, KY 40202