

## MEMORANDUM OF EASEMENT PURCHASE AGREEMENT

THIS MEMORANDUM OF EASEMENT PURCHASE AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date"), by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, whose mailing address is 200 E. Main Street, Lexington, Kentucky, 40507 ("Grantor") and **KENTUCKY UTILITIES COMPANY** ("Grantee") whose mailing address is ATTN: Real Estate Department, 820 West Broadway, Louisville, Kentucky 40202.

WHEREAS, Grantor is the owner of certain real property located at 645 W. Hickman Plant Road, Nicholasville, Jessamine County, Kentucky, and having Parcel Identification Number of 078-00-00-017.00 (the "Grantor's Property"); and

WHEREAS, Grantor has agreed to grant to Grantee a permanent Substation Easement and a permanent Transmission Easement in, over and under that portion of Grantor's Property as identified by the hatched area on the Easement Drawings attached hereto as Exhibit A and Exhibit B attached hereto and incorporated by reference (the "Easements"); and

WHEREAS, in consideration of the grant of the Easements, Grantee has agreed to pay to Grantor consideration in the amounts set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor agrees to grant to Grantee, as of the Effective Date, a Substation Easement and a Transmission Easement in the form attached hereto as Exhibit C and Exhibit D for identification.

2. Grantor agrees to perform grading and other work necessary to channel rainwater drainage flowing around and exiting from Grantee's substation facility in the easement for a charge of Ten Thousand, Four Hundred Seventy Eight Dollars (\$10,478.00) to be paid by Grantee upon execution of this Memorandum of Easement. Payment of such charge relieves the Grantee of further obligation for managing post-construction storm water runoff from the Substation Easement excluding any discharges from Grantee's substation facility requiring a permit through the Kentucky Pollutant Discharge Elimination System. Grantor shall obtain any and all permits necessary for such work at Grantor's expense.

3. Grantor agrees to grant to Grantee, temporary use of a laydown area as shown on Exhibit E, for storage of material to be used in the construction of the substation along with the right to construct and maintain a temporary construction access road as described on Exhibit F attached hereto and incorporated by reference to be used in the construction of the substation. Upon completion of the substation construction project both the laydown area and temporary construction access will be restored to a condition as was found prior to Grantee's use of the area.

4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

WITNESS THE SIGNATURES of Grantor and Grantee as of the Effective Date set forth above.

**GRANTOR:**

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE:**

**KENTUCKY UTILITIES COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

EASEMENT DRAWING (attached)

EXHIBIT B

EASEMENT DRAWING (attached)

EXHIBIT C

EASEMENT FORM (attached)

EXHIBIT D

EASEMENT FORM (attached)