

**MEMORANDUM OF EASEMENT PURCHASE AGREEMENT**

THIS MEMORANDUM OF EASEMENT PURCHASE AGREEMENT is made and entered into this 21<sup>st</sup> day of June, 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.

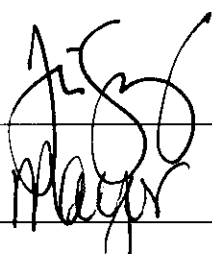
4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

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.

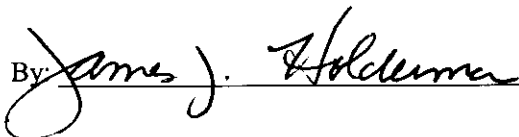
**GRANTOR:**

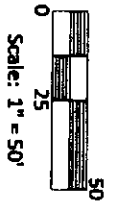
**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

By:   
Title: Mayor  
Date: 27 Jun-2017

**GRANTEE:**

**KENTUCKY UTILITIES COMPANY**

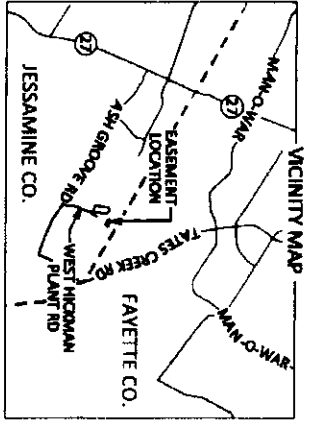
By:   
Title: MANAGER, REAL ESTATE + R/W  
Date: 6/5/2017



# EXHIBIT A

**PURPOSE OF PLAT**

1. TO CREATE AN ADDITIONAL SUB-STATION EASEMENT ON THE LANDS OF THE PARENT TRACT OF THE CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) AS SHOWN HEREON.



**NOTE:** COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (NORTH ZONE-NAD83).

MARATHON PIPE LINE, LLC  
A.K.A. MARATHON ASHLAND PIPE LINE, LLC  
A.K.A. ASHLAND PIPE LINE COMPANY  
D.B. 124, PG. 197  
(JESSAMINE COUNTY)

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

ALUMINUM CAP END  
STAMPED "ASHL OIL"  
N=162386.89  
E=1568731.13

THOMAS A COLLINS  
D.B. 160, PG. 237  
(JESSAMINE CO.)

EXISTING KU SUB-STATION  
KENTUCKY UTILITIES COMPANY  
EASEMENT  
D.B. 272, PG. 84

**SOURCE OF TITLE**

CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

### LEGEND

- EASEMENT CORNERS (NO MONUMENTS SET)
  - △ FOUND MONUMENTS
  - BOUNDARY LINES OF PROPOSED EASEMENT
  - BOUNDARY LINES OF EXISTING EASEMENT
  - PROPERTY LINES
  - X- EXISTING FENCE
  - ▨ PROPOSED EASEMENT AREA:  
= 0.317 ACRES BY SURVEY
  - ▭ EXISTING KU SUB-STATION EASEMENT AREA  
= 0.359 ACRES BY SURVEY
- TOTAL PROPOSED AND EXISTING SUB-STATION EASEMENT AREA: 0.676 ACRES BY SURVEY**

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

N=162141.78  
E=1568905.31

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

MARATHON PIPE LINE, LLC  
A.K.A. MARATHON ASHLAND PIPE LINE, LLC  
A.K.A. ASHLAND PIPE LINE COMPANY  
D.B. 124, PG. 197  
(JESSAMINE COUNTY)

N=162253.29  
E=1568968.16

PROPOSED KU SUB-STATION  
ADDITION

S29°24'26"W  
125.00'

S60°35'34"E  
125.00'

S29°24'26"W  
100.00'

N60°35'34"W  
128.00'

N29°24'26"E  
128.00'

N60°35'34"W  
125.00'

S60°35'34"E  
125.00'

S29°24'26"W  
125.00'

S60°35'34"E  
125.00'

S29°24'26"W  
125.00'

S60°35'34"E  
125.00'

S29°24'26"W  
125.00'

S60°35'34"E  
125.00'

S29°24'26"W  
125.00'

S60°35'34"E  
125.00'

S29°24'26"W  
125.00'

S60°35'34"E  
125.00'

# EXHIBIT 'A'

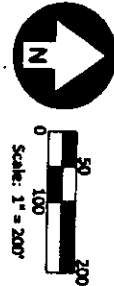


P.O. BOX 204  
185 FOSTER LANE  
STANFORD, KY 40484  
PHONE (606) 365-8362  
FAX (606) 365-1097

SUB-STATION EASEMENT DRAWING  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
NICHOLASVILLE, JESSAMINE CO., KENTUCKY

DATE: 11/18/2016  
SCALE: 1" = 50'  
DRAWN BY: DRD  
APPROVED BY: KING  
FILENAME: 16075EASEMENT

# EXHIBIT B

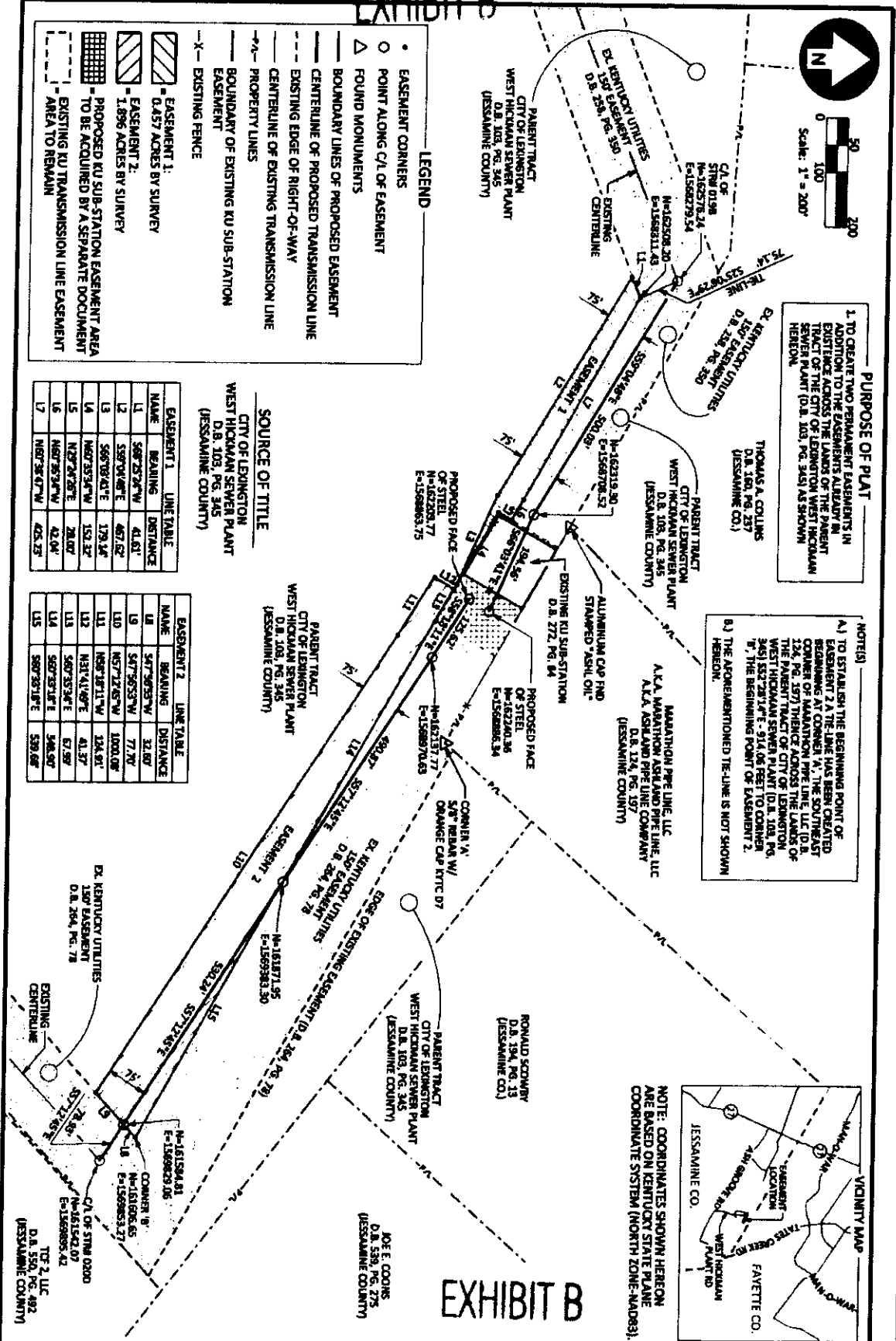


- LEGEND**
- EASEMENT CORNERS
  - POINT ALONG C/L OF EASEMENT
  - △ FOUND MONUMENTS
  - BOUNDARY LINES OF PROPOSED EASEMENT
  - CENTERLINE OF PROPOSED TRANSMISSION LINE
  - EXISTING EDGE OF RIGHT-OF-WAY
  - CENTERLINE OF EXISTING TRANSMISSION LINE
  - PROPERTY LINES
  - BOUNDARY OF EXISTING KU SUB-STATION EASEMENT
  - X- EXISTING FENCE
- [Hatched Box] EASEMENT 1:  
 0.457 ACRES BY SURVEY  
 [Diagonal Lines] EASEMENT 2:  
 1.896 ACRES BY SURVEY  
 [Grid Pattern] PROPOSED KU SUB-STATION EASEMENT AREA  
 TO BE ACQUIRED BY A SEPARATE DOCUMENT  
 [Dashed Line] EXISTING KU TRANSMISSION LINE EASEMENT  
 [Dotted Line] AREA TO REMAIN

**SOURCE OF TITLE**  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

EASEMENT 1	LINE TABLE	
NAME	BEARING	DISTANCE
L1	S89°25'28"W	41.61'
L2	S89°04'49"E	467.62'
L3	S66°38'43"E	179.34'
L4	N67°35'32"W	153.42'
L5	N27°24'28"E	28.00'
L6	N67°35'32"W	42.04'
L7	N167°38'47"W	425.25'

EASEMENT 2	LINE TABLE	
NAME	BEARING	DISTANCE
L8	S47°39'33"W	32.87'
L9	S47°36'53"W	77.70'
L10	N57°22'48"W	100.00'
L11	N56°38'11"W	124.81'
L12	N31°41'49"E	41.37'
L13	S67°35'34"E	67.89'
L14	S67°35'34"E	94.80'
L15	S67°35'34"E	539.89'



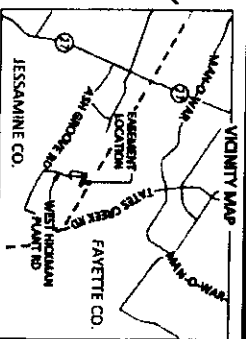
**PURPOSE OF PLAT**

1. TO CREATE TWO PERMANENT EASEMENTS IN ADDITION TO THE EASEMENTS ALREADY IN EXISTENCE ACROSS THE LANDS OF THE PARENT TRACT OF THE CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) AS SHOWN HEREON.

**NOTES**

A) TO ESTABLISH THE BEGINNING POINT OF EASEMENT 2 THE LINE HAS BEEN CREATED COMMENCING AT CORNER 'A' THE SOUTHEAST CORNER OF THE PARENT TRACT (D.B. 103, PG. 345) THE BEGINNING POINT OF THE LANDS OF THE PARENT TRACT OF THE CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) S27°24'28"E - 914.06 FEET TO CORNER 'B' THE BEGINNING POINT OF EASEMENT 2. THE BEGINNING POINT OF EASEMENT 2. HEREON.

B) THE AFOREMENTIONED THE LINE IS NOT SHOWN HEREON.



NOTE: COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (NORTH ZONE-NAD83).

**EASEMENT DRAWING**  
**CITY OF LEXINGTON**  
 WEST HICKMAN PLANT ROAD  
 NICHOLASVILLE, JESSAMINE CO., KENTUCKY

DATE: 11/18/2016  
 SCALE: 1" = 200'  
 DRAWN BY: DRD  
 APPROVED BY: KING  
 FILENAME: 16262EASEMENT



P.O. BOX 204  
 165 FOSTER LANE  
 STANFORD, KY 40484  
 PHONE (808) 365-8362  
 FAX (808) 365-1097

**SUBSTATION EASEMENT**

This DEED OF EASEMENT is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the undersigned, **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, with a notice address of 200 East Main Street, Lexington, Kentucky 40507, Grantor, and **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, with a notice address of Attn: Real Estate, 820 West Broadway, Louisville, Kentucky 40232, Grantee.

**WITNESSETH:**

WHEREAS, Grantor is the owner of that certain real property located in Nicholasville, Jessamine County, Kentucky, by virtue of a deed recorded in Deed Book 103, Page 345, in the Office of the Clerk of Jessamine County, Kentucky, and described as the "Parent Tract" on the Easement Plat attached hereto as Exhibit "A" (the "Grantor's Property"); and

WHEREAS, Grantor previously granted to Grantee an Easement of record in Deed Book 272, Page 84, in the Office of the Clerk of Jessamine County, Kentucky (the "Substation Easement"), over that portion of the Grantor's Property described as the "Existing KU Sub-Station" comprising 0.359 acres as shown on Exhibit "A" attached hereto; and

WHEREAS, Grantor and Grantee have agreed to amend and expand the area of the Substation Easement for an additional 0.317 acres and shown as the area of the "Proposed KU Sub-Station Addition" on Exhibit "A" attached hereto;

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other cash consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, a permanent easement over the Grantor's Property in the area shown as the "Proposed KU Sub-Station Addition" on the Easement Plat attached hereto as Exhibit "A", which, with the "Existing KU Sub-Station" area shown on Exhibit "A" (over which Grantee already holds the existing Substation Easement), shall be collectively referred to hereinafter as the "Expanded Substation Easement Area", to so allow Grantee the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair an electric substation for the transmission and distribution of electricity, and all appurtenances thereto, along and upon the Expanded Substation Easement Area, together with the right of ingress and egress over the Grantor's Property to and from the Expanded Substation Easement Area in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Grantee will, whenever practicable to do so, use regularly established highways or farm roads. Grantor and Grantee hereby acknowledge that the Expanded Substation Easement Area is currently accessed by Grantee from West Hickman Plant Road; upon the completion of the construction of and dedication to highway use of the proposed extension to Brannon Road, Grantee hereby agrees that it will utilize Brannon Road, as so extended and dedicated, for ingress and egress to and from the Expanded Substation Easement Area.

The Grantee is granted the further right to cut, trim and otherwise remove any and all trees located on the Expanded Substation Easement Area; also the right to remove brush and all other obstructions and obstacles from the Expanded Substation Easement Area which would create hazardous conditions to the same.

It is further expressly understood and agreed that the Grantee will pay to the undersigned any and all damage that may be caused by the Grantee in going upon the Grantor's Property and Expanded Substation Easement Area, except that the Grantee will not be liable for any damage for cutting down trees or removing obstructions or for constructing and/or expanding an electric substation and related appurtenances on the Expanded Substation Easement Area in the manner and to the extent herein above specified.

Neither the granting nor termination of the easement granted under this Agreement shall have the effect of limiting Company's rights under any other easement(s) of record on Grantor's Property.

The easement granted herein shall be for the sole and exclusive use of Grantee, and Grantor shall have no right to interfere with such use or to utilize or make any improvements upon the Expanded Substation Easement Area. In particular, but not by way of limitation, no buildings, signs, towers, antennas, swimming pool or any other structure shall be erected or maintained along or upon the Expanded Substation Easement Area described herein nor shall any changes in grade be made to the lands crossed by the easement which shall interfere with the privileges and rights herein granted.

The Grantor does hereby release and relinquish unto the Grantee, its successors, lessees and assigns, all of its interest in and to the easement herein granted, for the uses and purposes aforesaid, and it does hereby covenant to and with the Grantee that it is seized in fee simple of the Grantor's Property upon which said easement lies and has good and perfect right to convey the easement as herein done and it does WARRANT GENERALLY its title for the uses and purposes of this Deed of Easement.

IN TESTIMONY WHEREOF, witness the signatures of Grantor and Grantee this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**KENTUCKY UTILITIES COMPANY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF KENTUCKY )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_, of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, to be his/her free act and deed in said capacity.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF KENTUCKY )

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_, of KENTUCKY UTILITIES COMPANY, a Kentucky corporation, to be his/her free act and deed in said capacity.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

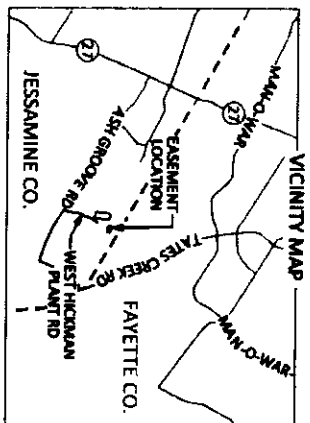
Prepared by:

\_\_\_\_\_  
James J. Dimas  
Senior Corporate Attorney  
Kentucky Utilities Company  
220 West Main Street  
Louisville, Kentucky 40202  
Phone: (502) 627-3712



**PURPOSE OF PLAT**

1. TO CREATE AN ADDITIONAL SUB-STATION EASEMENT ON THE LANDS OF THE PARENT TRACT OF THE CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) AS SHOWN HEREON.



**NOTE:** COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (NORTH ZONE-NAD83).

- LEGEND**
- EASEMENT CORNERS (NO MONUMENTS SET)
  - △ FOUND MONUMENTS
  - BOUNDARY LINES OF PROPOSED EASEMENT
  - BOUNDARY LINES OF EXISTING EASEMENT
  - PROPERTY LINES
  - X- EXISTING FENCE
- PROPOSED EASEMENT AREA:**
- 0.317 ACRES BY SURVEY
  - EXISTING KU SUB-STATION EASEMENT AREA = 0.359 ACRES BY SURVEY
- TOTAL PROPOSED AND EXISTING SUB-STATION EASEMENT AREA: 0.676 ACRES BY SURVEY**

**SOURCE OF TITLE**

CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

ALUMINUM CAP END  
STAMPED "ASHL OIL"  
N=162286.89  
E=1588731.13

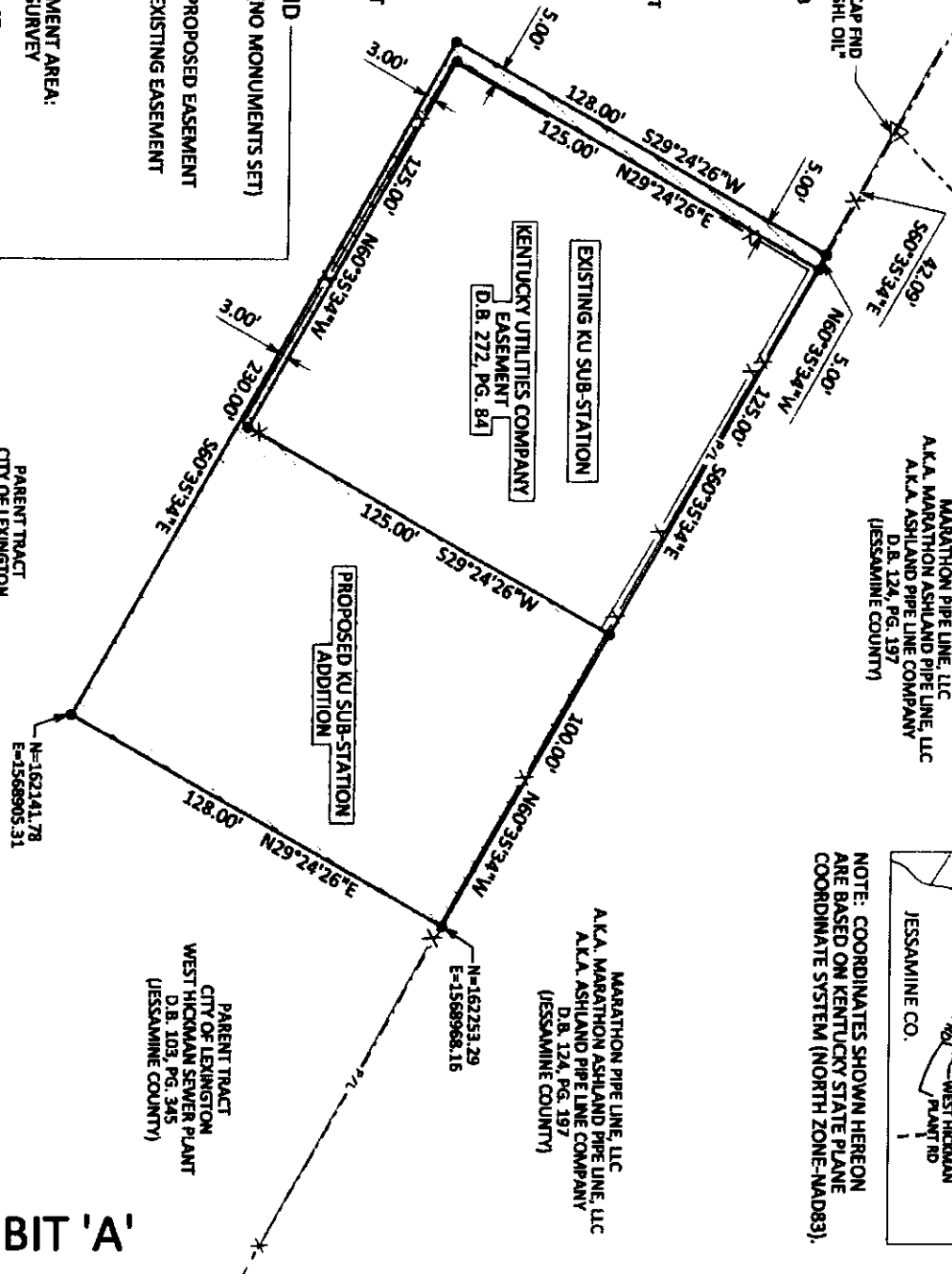
THOMAS A. COLLINS  
D.B. 160, PG. 287  
(JESSAMINE CO.)

MARATHON PIPE LINE, LLC  
A.K.A. MARATHON ASHLAND PIPE LINE, LLC  
A.K.A. ASHLAND PIPE LINE COMPANY  
D.B. 124, PG. 197  
(JESSAMINE COUNTY)

MARATHON PIPE LINE, LLC  
A.K.A. MARATHON ASHLAND PIPE LINE, LLC  
A.K.A. ASHLAND PIPE LINE COMPANY  
D.B. 124, PG. 197  
(JESSAMINE COUNTY)

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)



**EXHIBIT 'A'**



P.O. BOX 204  
165 FOSTER LANE  
STANFORD, KY 40484  
PHONE (806) 365-8362  
FAX (806) 365-1097

**SUB-STATION EASEMENT DRAWING**

**CITY OF LEXINGTON**

**WEST HICKMAN SEWER PLANT**

**NICHOLASVILLE, JESSAMINE CO., KENTUCKY**

DATE: 11/18/2016  
SCALE: 1" = 50'  
DRAWN BY: DRD  
APPROVED BY: KING  
FILENAME: 16076EASEMENT



**TRANSMISSION LINE EASEMENT**

This DEED OF EASEMENT made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the undersigned, **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 East Main Street, Lexington, Kentucky 40507, ("Grantor"), and **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, having its principal office and place of business at 220 West Main Street, Louisville, Jefferson County, Kentucky 40202, ("Grantee").

**WITNESSETH:**

That for and in consideration of Ten Dollars (\$10) and other cash consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair transmission and distribution lines for the transmission and distribution of electric energy, and all appurtenances thereto including down guys and anchors, along and upon the permanent easement and right-of-way hereinafter described together with the right of ingress and egress over the lands of the undersigned to and from said lines in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Grantee will, whenever practicable to do so, use regularly established highways or farm roads.

The Grantee is granted the further right to cut, trim and otherwise remove any and all trees located on the right-of-way described herein, and the branches of any and all other trees outside the easement which are of such height that, in falling directly to the ground, they would come in contact with said wires; also the right to remove brush and all other obstructions and obstacles from the right-of-way which would create a fire hazard to the subject lines.

It is further expressly understood and agreed that the Grantee will pay to the undersigned any and all damage that may be caused by the Grantee in going upon said lands and right-of-way, except that the Grantee will not be liable for any damage for cutting down trees in the manner and to the extent herein above specified.

The Grantor, its successors, heirs or assigns, retains the right to use and enjoy the lands crossed by this easement in its absolute discretion, except that it shall not cause or allow to be erected or maintained any structure upon the easement that would interfere with any of the rights and privileges herein granted, including without limitation, buildings, signs, towers, antennas, or swimming pools; nor shall Grantor cause any changes in grade to be made to the lands crossed by this easement which shall interfere with the privileges and rights herein granted.

The specific easement upon which said electric transmission line is located as shown by the hatched area on the AGE Engineering Services, Inc. drawing labeled Exhibit A, attached hereto and made of part hereof containing 2.353 acres.

**EASEMENT DESCRIPTION**

These transmission line easements being across part of the property acquired by the Lexington Fayette Urban County Government by deed from Dean Walker and Bennett Walker dated the 20<sup>th</sup> day of October, 1969 and recorded in Deed Book 103, Pg. 345 in the Jessamine County Clerk's office and being more particularly described as follows:

## EASEMENT 1

BEGINNING at point on the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350), said point being S25°06'29"E – 75.14 feet from a point on centerline of existing Kentucky Utilities STR# 019B located on the lands of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345), said beginning point having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=162508.20, E=1568311.43, and being the northern most corner of the easement being described **and being the POINT OF BEINNING for this description;**

Thence leaving said point and with the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350) S68°25'24"W – 41.61 feet to a point on the edge of said existing easement;

Thence leaving the existing easement and across the lands of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345) the following two (2) courses:

S59°04'48"E – 467.62 feet to a point, and

S66°03'41"E – 179.14 feet to a point on the southern boundary of the proposed Kentucky Utilities Substation Expansion Easement;

Thence with the boundary of the proposed Kentucky Utilities Substation Expansion Easement the following two (2) courses:

N60°35'34"W – 152.32 feet to a point, and

N29°24'26"E – 28.00 feet to a point on the western boundary of the proposed Kentucky Utilities Substation Expansion Easement, said point also being a point of intersection between the western boundary of the proposed Kentucky Utilities Substation Expansion Easement and the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350);

Thence leaving the proposed Kentucky Utilities Substation Expansion Easement boundary and with the edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350) the following two (2) courses:

N60°35'34"W – 42.04 feet to a point, and

N60°38'47"W – 425.23 feet to the Point of Beginning for this easement description and containing 0.457 acres by survey.

## EASEMENT 2

Beginning at a point on the edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78), said point being S52°28'14"E – 914.06 feet from a 5/8" rebar with orange cap stamped "KYTC D7", said rebar being the southeast corner of Marathon Pipe Line, LLC (D.B. 124, Pg. 197) and being a northern corner of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345), said beginning point also having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=161606.65, E=1569853.27 **and being the POINT OF BEGINNING for this description;**

Thence leaving said point and with the western edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) S47°56'53"W – 32.60 feet to a point on the edge of said existing easement, said point being a point of intersection between the proposed transmission line centerline and the boundary of the easement being described and having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=161584.81, E=1569829.06;

Thence leaving said point of intersection and continuing with the western edge of said existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) S47°56'53"W – 77.70 feet to a point;

Thence leaving the edge of said existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) and across the lands of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345) the following three (3) courses:  
N57°12'45"W – 1000.08 feet to a point,  
N58°18'11"W – 124.91 feet to a point, and  
N31°41'49"E – 41.37 feet to a point on the boundary of a proposed Kentucky Utilities Substation Expansion Easement;

Thence with the boundary of the proposed Kentucky Utilities Substation Expansion Easement, S60°35'34"E – 67.99 feet to a point on the boundary of the proposed Kentucky Utilities Substation Expansion Easement, said point also being a point of intersection between the boundary of the proposed Kentucky Utilities Substation Expansion Easement and the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78);

Thence leaving the proposed Kentucky Utilities Substation Expansion Easement boundary and with the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) S60°33'18"E – 548.90 feet to a point, said point being a point of intersection between the proposed transmission line centerline and the boundary of the easement being described and having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=161871.95, E=1569383.30;

Thence leaving said point of intersection and with the southern edge of said existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78), S60°33'18"E – 539.68 feet to the point of beginning for this easement description and containing 1.896 acres by survey.

The lands over which this easement is granted are situated in the County of Jessamine, State of Kentucky, and were conveyed to Lexington Fayette Urban County Government, by Deed dated the 20th day of October 1969 and recorded in Deed Book 103, Page 345 in the Office of the Clerk of the County Court of Jessamine, Kentucky.

The Grantor does hereby release and relinquish unto the Grantee, its successors, lessees and assigns, all of its interest in and to the easement herein granted, for the uses and purposes aforesaid, and it does hereby covenant to and with the Grantee that it is seized in fee simple of the property upon which said easement lies and has good and perfect right to convey the easement as herein done and it does WARRANT GENERALLY its title for the uses and purposes of this Deed of Easement.

IN TESTIMONY WHEREOF, the Grantor has caused this easement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF KENTUCKY            )  
COUNTY OF JESSAMINE        )

I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_, of Lexington Fayette Urban County Government, to be his/her free act and deed in said capacity.

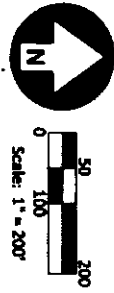
Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Prepared by:

\_\_\_\_\_  
James Dimas  
Senior Corporate Attorney  
Kentucky Utilities Company  
220 West Main Street  
Louisville, Kentucky 40202  
Phone (502) 627-3712



**PURPOSE OF PLAT**

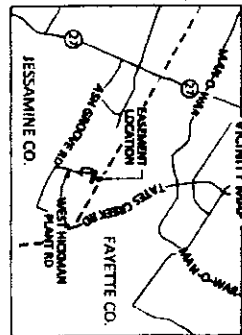
1. TO CREATE TWO PERMANENT EASEMENTS IN ADDITION TO THE EASEMENTS ALREADY IN EXISTENCE ACROSS THE LANDS OF THE PARENT TRACT OF THE CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) AS SHOWN HEREON.

THOMAS A. COLLINS  
D.B. 160, PG. 237  
(JESSAMINE CO.)

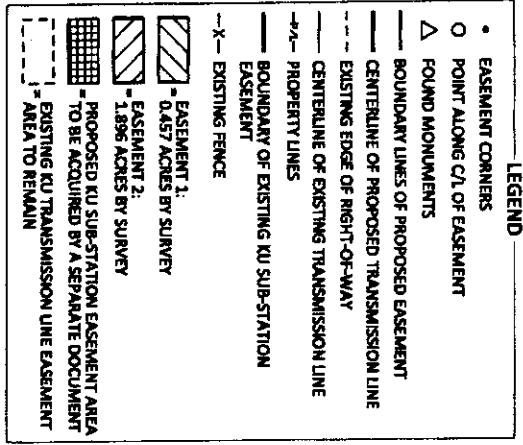
**NOTES**

A) TO ESTABLISH THE BEGINNING POINT OF EASEMENT 2 A TIE LINE HAS BEEN CREATED BEGINNING AT CORNER 'A', THE SOUTHEAST CORNER OF MAATHON PIPE LINE, LLC (D.B. 124, PG. 197) THENCE ACROSS THE LANDS OF THE PARENT TRACT OF CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) SET 28.14 FT. STAKES PER TO CORNER 'B', THE BEGINNING POINT OF EASEMENT 2.

B) THE AFORESAID POINT OF BEGINNING IS NOT SHOWN HEREON.



**NOTE:** COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (NORTH ZONE-NAD83).

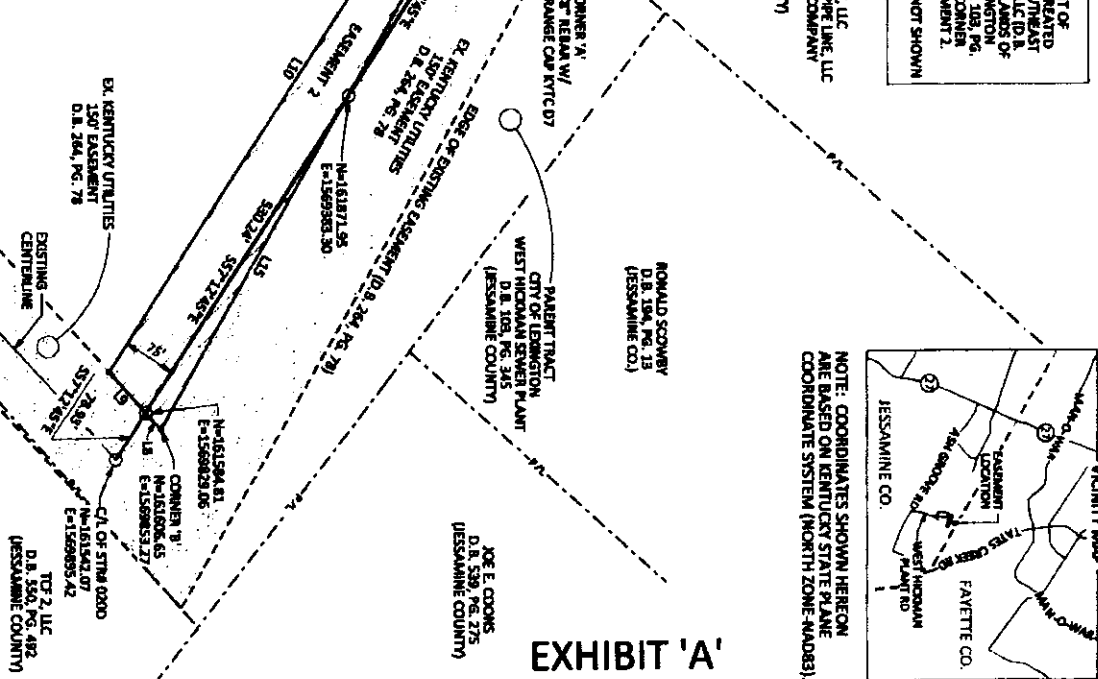


**SOURCE OF TITLE**

CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

EASEMENT 1	LINE TABLE	
NAME	BEARING	DISTANCE
L1	S87°28'24"W	41.61'
L2	S59°04'47"E	467.62'
L3	S60°29'41"E	179.14'
L4	N60°38'34"W	152.22'
L5	N27°27'28"E	28.07'
L6	N60°35'34"W	42.04'
L7	N07°29'47"W	425.23'

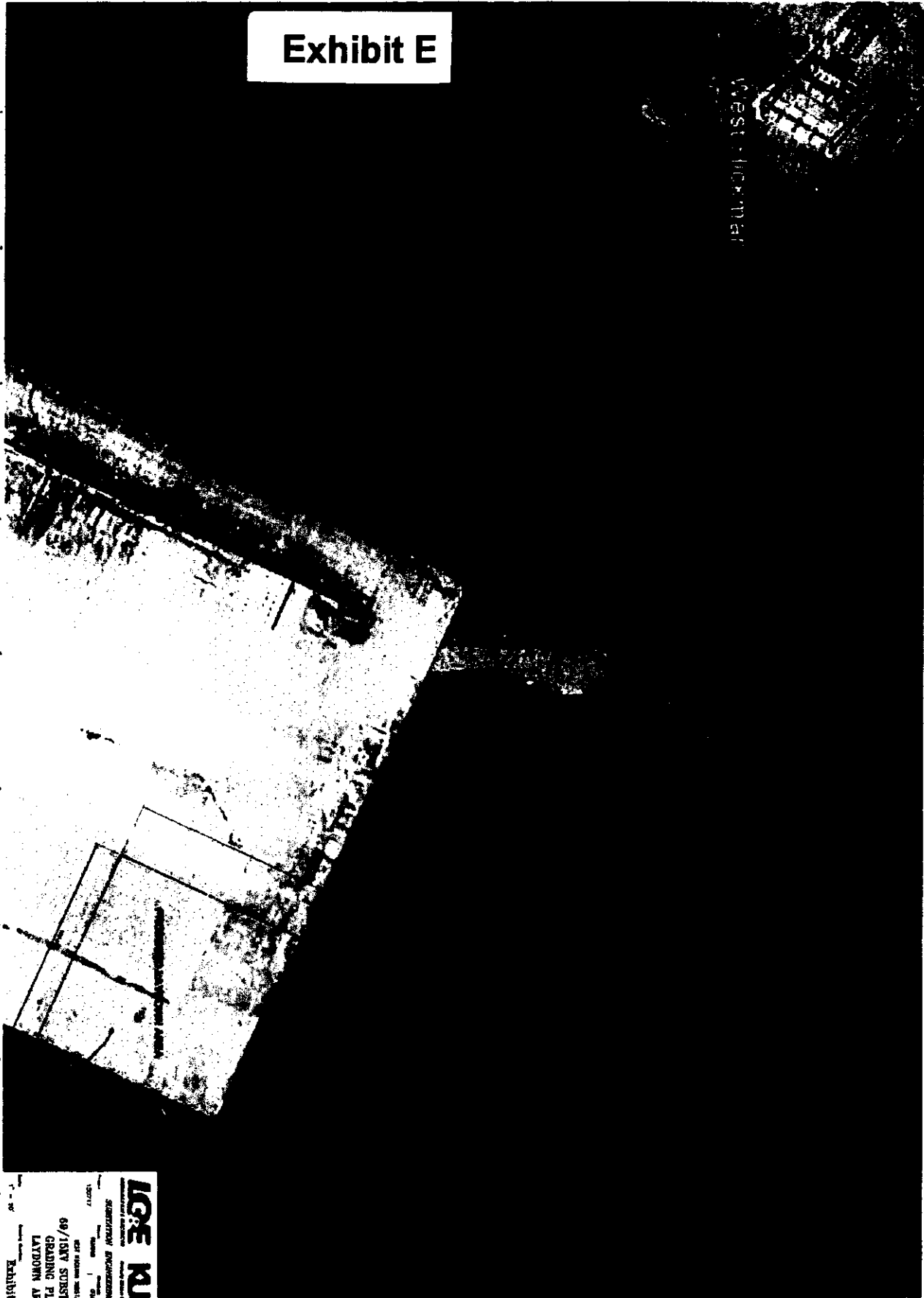
EASEMENT 2	LINE TABLE	
NAME	BEARING	DISTANCE
L8	S47°56'25"W	32.82'
L9	S71°36'25"W	77.70'
L10	N57°14'45"W	1000.00'
L11	N58°17'17"W	124.91'
L12	N11°41'59"E	41.37'
L13	S60°35'47"E	61.79'
L14	S60°37'17"E	548.97'
L15	S60°35'17"E	559.66'



P.O. BOX 204  
166 FOSTER LANE  
STANFORD, KY 40484  
PHONE: (606) 365-8362  
FAX: (606) 365-1097

DATE: 11/18/2016  
SCALE: 1" = 200'  
DRAWN BY: DRD  
APPROVED BY: KING  
FILENAME: 16282EASEMENT

# Exhibit E



West - 1100 ft

**LG&E KU O&P**  
CONSULTING ENGINEERING AND ARCHITECTURE  
15001 E. 15th Avenue, Suite 100  
Denver, Colorado 80232  
Tel: 303.751.1000  
Fax: 303.751.1001  
www.lgae.com

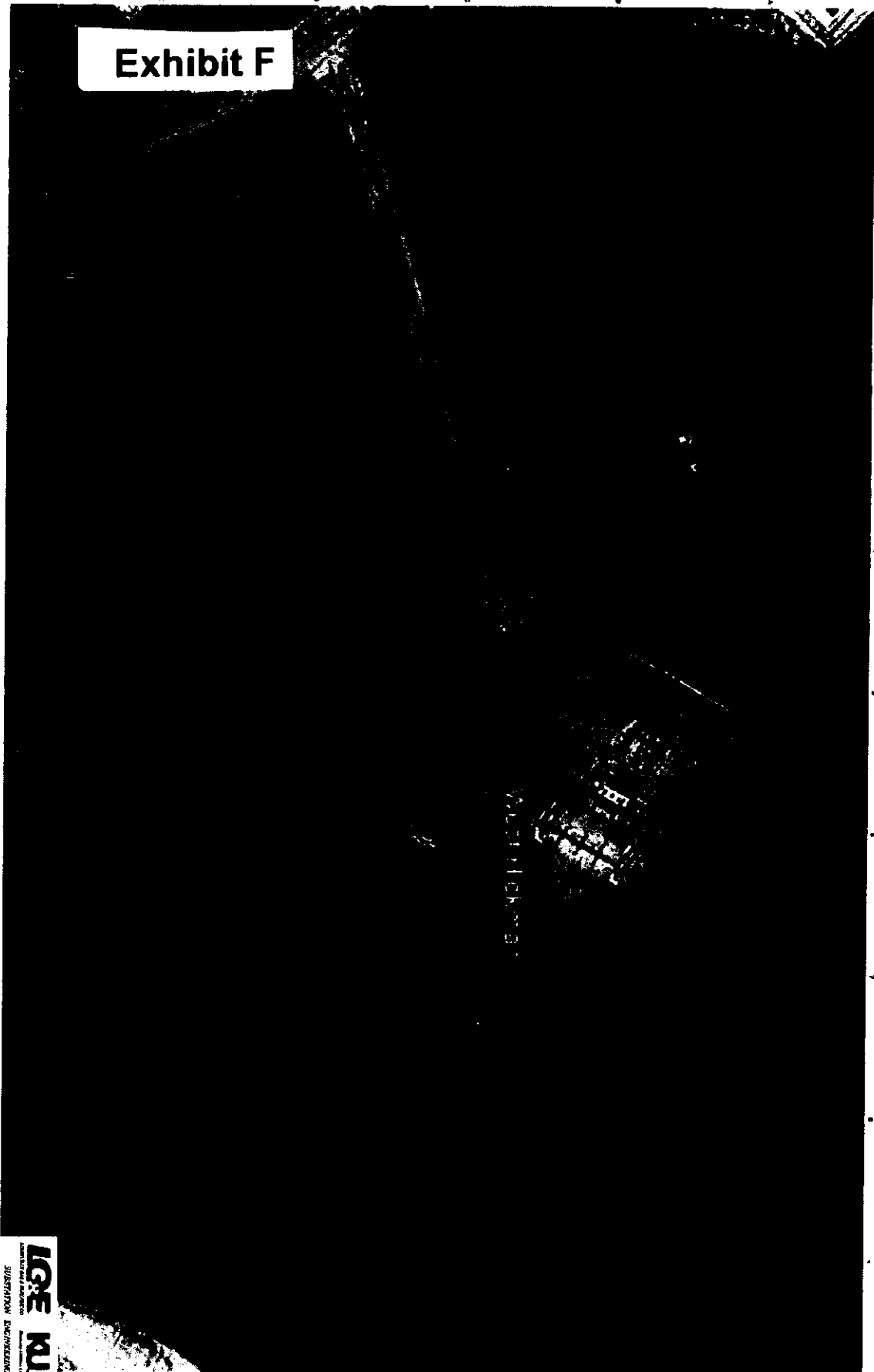
WEST TANKS INSTALLATION  
69/150V SUBSTATION  
GRADING PLAN  
LAYOUT AREA

15001 E. 15th Avenue, Suite 100  
Denver, Colorado 80232  
Tel: 303.751.1000  
Fax: 303.751.1001  
www.lgae.com

Exhibit B

Revisions

# Exhibit F



Revisions

**IGEE KU ODP**  
SUBSTATION ENGINEERING AND DESIGN  
89/15KV SUBSTATION  
GRADING PLAN  
CONTROL BUILDING DRIVE PATH  
EXHIBIT A

## TRANSMISSION LINE EASEMENT

This DEED OF EASEMENT made and entered into on this the 27<sup>th</sup> day of June, 2017, by and between the undersigned, **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 East Main Street, Lexington, Kentucky 40507, ("Grantor"), and **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, having its principal office and place of business at 220 West Main Street, Louisville, Jefferson County, Kentucky 40202, ("Grantee").

### WITNESSETH:

That for and in consideration of Ten Dollars (\$10) and other cash consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair transmission and distribution lines for the transmission and distribution of electric energy, and all appurtenances thereto including down guys and anchors, along and upon the permanent easement and right-of-way hereinafter described together with the right of ingress and egress over the lands of the undersigned to and from said lines in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Grantee will, whenever practicable to do so, use regularly established highways or farm roads.

The Grantee is granted the further right to cut, trim and otherwise remove any and all trees located on the right-of-way described herein, and the branches of any and all other trees outside the easement which are of such height that, in falling directly to the ground, they would come in contact with said wires; also the right to remove brush and all other obstructions and obstacles from the right-of-way which would create a fire hazard to the subject lines.

It is further expressly understood and agreed that the Grantee will pay to the undersigned any and all damage that may be caused by the Grantee in going upon said lands and right-of-way, except that the Grantee will not be liable for any damage for cutting down trees in the manner and to the extent herein above specified.

The Grantor, its successors, heirs or assigns, retains the right to use and enjoy the lands crossed by this easement in its absolute discretion, except that it shall not cause or allow to be erected or maintained any structure upon the easement that would interfere with any of the rights and privileges herein granted or any buildings, signs, towers, antennas, or swimming pools; nor shall Grantor cause any changes in grade to be made to the lands crossed by this easement which shall interfere with the privileges and rights herein granted.

The specific easement upon which said electric transmission line is located as shown by the hatched area on the AGE Engineering Services, Inc. drawing labeled Exhibit A, attached hereto and made of part hereof containing 2.353 acres.

### **EASEMENT DESCRIPTION**

These transmission line easements being across part of the property acquired by the Lexington Fayette Urban County Government by deed from Dean Walker and Bennett Walker dated the 20<sup>th</sup> day of October, 1969 and recorded in Deed Book 103, Pg. 345 in the Jessamine County Clerk's office and being more particularly described as follows:



## EASEMENT 1

BEGINNING at point on the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350), said point being S25°06'29"E – 75.14 feet from a point on centerline of existing Kentucky Utilities STR# 019B located on the lands of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345), said beginning point having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=162508.20, E=1568311.43, and being the northern most corner of the easement being described **and being the POINT OF BEINNING for this description;**

Thence leaving said point and with the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350) S68°25'24"W – 41.61 feet to a point on the edge of said existing easement;

Thence leaving the existing easement and across the lands of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345) the following two (2) courses:

S59°04'48"E – 467.62 feet to a point, and

S66°03'41"E – 179.14 feet to a point on the southern boundary of the proposed Kentucky Utilities Substation Expansion Easement;

Thence with the boundary of the proposed Kentucky Utilities Substation Expansion Easement the following two (2) courses:

N60°35'34"W – 152.32 feet to a point, and

N29°24'26"E – 28.00 feet to a point on the western boundary of the proposed Kentucky Utilities Substation Expansion Easement, said point also being a point of intersection between the western boundary of the proposed Kentucky Utilities Substation Expansion Easement and the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350);

Thence leaving the proposed Kentucky Utilities Substation Expansion Easement boundary and with the edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 258, Pg. 350) the following two (2) courses:

N60°35'34"W – 42.04 feet to a point, and

N60°38'47"W – 425.23 feet to the Point of Beginning for this easement description and containing 0.457 acres by survey.

## EASEMENT 2

Beginning at a point on the edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78), said point being S52°28'14"E – 914.06 feet from a 5/8" rebar with orange cap stamped "KYTC D7", said rebar being the southeast corner of Marathon Pipe Line, LLC (D.B. 124, Pg. 197) and being a northern corner of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345), said beginning point also having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=161606.65, E=1569853.27 **and being the POINT OF BEGINNING for this description;**

Thence leaving said point and with the western edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) S47°56'53"W – 32.60 feet to a point on the edge of said existing easement, said point being a point of intersection between the proposed transmission line centerline and the boundary of the easement being described and having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=161584.81, E=1569829.06;

Thence leaving said point of intersection and continuing with the western edge of said existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) S47°56'53"W – 77.70 feet to a point;

Thence leaving the edge of said existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) and across the lands of the Parent Tract of the Lexington Fayette Urban County Government (D.B. 103, Pg. 345) the following three (3) courses:  
N57°12'45"W – 1000.08 feet to a point,  
N58°18'11"W – 124.91 feet to a point, and  
N31°41'49"E – 41.37 feet to a point on the boundary of a proposed Kentucky Utilities Substation Expansion Easement;

Thence with the boundary of the proposed Kentucky Utilities Substation Expansion Easement, S60°35'34"E – 67.99 feet to a point on the boundary of the proposed Kentucky Utilities Substation Expansion Easement, said point also being a point of intersection between the boundary of the proposed Kentucky Utilities Substation Expansion Easement and the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78);

Thence leaving the proposed Kentucky Utilities Substation Expansion Easement boundary and with the southern edge of an existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78) S60°33'18"E – 548.90 feet to a point, said point being a point of intersection between the proposed transmission line centerline and the boundary of the easement being described and having Kentucky State Plane Coordinates (NORTH ZONE – NAD83) of: N=161871.95, E=1569383.30;

Thence leaving said point of intersection and with the southern edge of said existing Kentucky Utilities 150' transmission line easement (D.B. 264, Pg. 78), S60°33'18"E – 539.68 feet to the point of beginning for this easement description and containing 1.896 acres by survey.

The lands over which this easement is granted are situated in the County of Jessamine, State of Kentucky, and were conveyed to Lexington Fayette Urban County Government, by Deed dated the 20th day of October 1969 and recorded in Deed Book 103, Page 345 in the Office of the Clerk of the County Court of Jessamine, Kentucky.

The Grantor does hereby release and relinquish unto the Grantee, its successors, lessees and assigns, all of its interest in and to the easement herein granted, for the uses and purposes aforesaid, and it does hereby covenant to and with the Grantee that it is seized in fee simple of the property upon which said easement lies and has good and perfect right to convey the easement as herein done and it does WARRANT GENERALLY its title for the uses and purposes of this Deed of Easement.

IN TESTIMONY WHEREOF, the Grantor has caused this easement to be executed this

27<sup>th</sup>

day of June, 2017.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: [Signature]  
TITLE: Mayor

STATE OF KENTUCKY )  
COUNTY OF JESSAMINE )

I, Sharon Jones, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by Jim Gray, as Mayor, of Lexington Fayette Urban County Government, to be his/her free act and deed in said capacity.

Witness my hand this 27<sup>th</sup> day of June, 2017.

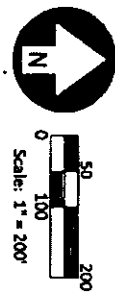
My Commission Expires: 28-Dec-2019

[Signature]  
NOTARY PUBLIC  
#547793

Prepared by:

[Signature]  
James Dimas  
Senior Corporate Attorney  
Kentucky Utilities Company  
220 West Main Street  
Louisville, Kentucky 40202  
Phone (502) 627-3712

# EXHIBIT A

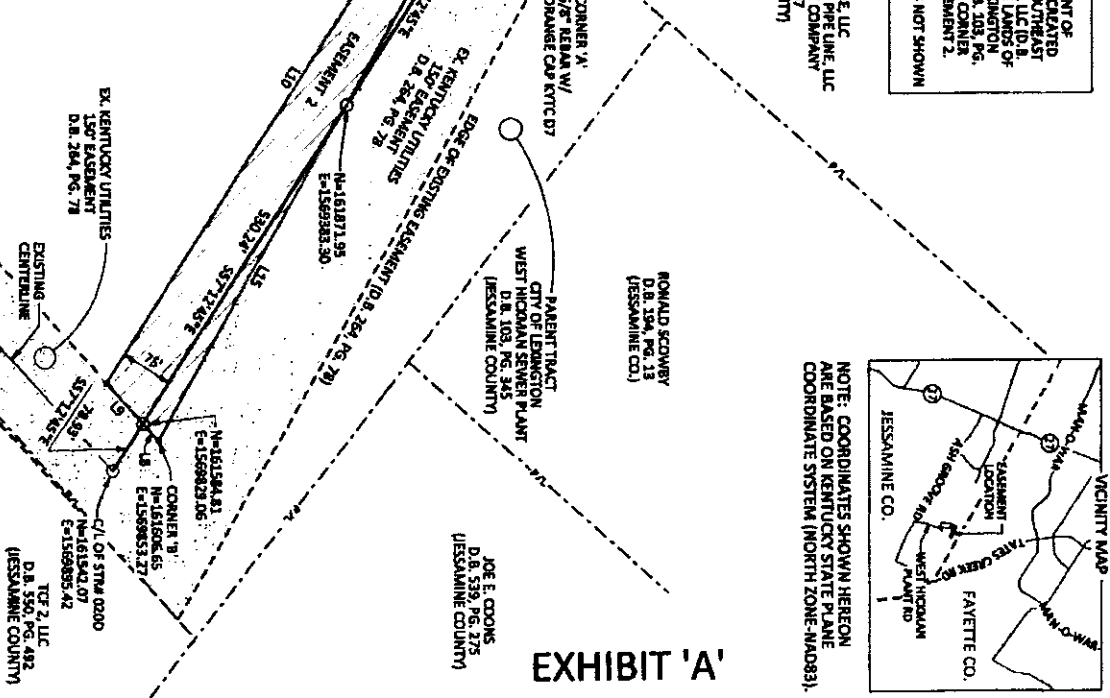


- LEGEND**
- EASEMENT CORNERS
  - POINT ALONG C/L OF EASEMENT
  - △ FOUND MONUMENTS
  - BOUNDARY LINES OF PROPOSED EASEMENT
  - CENTERLINE OF PROPOSED TRANSMISSION LINE
  - EXISTING EDGE OF RIGHT-OF-WAY
  - CENTERLINE OF EXISTING TRANSMISSION LINE
  - PROPERTY LINES
  - BOUNDARY OF EXISTING KU SUB-STATION EASEMENT
  - X- EXISTING FENCE
  - ▨ EASEMENT 1: 0.57 ACRES BY SURVEY
  - ▩ EASEMENT 2: 1.996 ACRES BY SURVEY
  - ▧ PROPOSED KU SUB-STATION EASEMENT AREA TO BE ACQUIRED BY A SEPARATE DOCUMENT
  - ▤ EXISTING KU TRANSMISSION LINE EASEMENT AREA TO REMAIN

**SOURCE OF TITLE**  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

EASEMENT 1	LINE TABLE	
NAME	BEARING	DISTANCE
L1	S86°25'24"W	41.61'
L2	S59°04'49"E	467.62'
L3	S66°03'41"E	178.34'
L4	N67°33'34"W	125.32'
L5	N57°24'26"E	28.00'
L6	N67°33'34"W	42.00'
L7	N67°33'34"W	425.23'

EASEMENT 2	LINE TABLE	
NAME	BEARING	DISTANCE
L8	S47°30'53"W	32.00'
L9	S47°30'53"W	77.00'
L10	N57°12'45"W	1000.00'
L11	N57°12'45"W	124.91'
L12	N57°12'45"W	41.97'
L13	S67°33'34"E	67.89'
L14	S67°33'34"E	548.90'
L15	S67°33'34"E	359.68'



**PURPOSE OF PLAT**

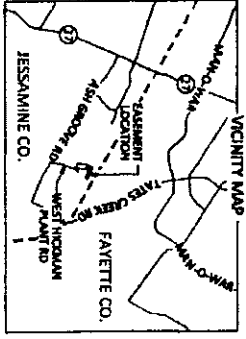
1. TO CREATE TWO PERMANENT EASEMENTS IN ADDITION TO THE EASEMENTS ALREADY IN EXISTENCE ACROSS THE LANDS OF THE PATENT TRACT OF CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) AS SHOWN HEREON.

**NOTES**

A) TO ESTABLISH THE BEGINNING POINT OF EASEMENT 2 A TIE-LINE HAS BEEN CREATED BEGINNING AT CORNER 'A', THE SOUTHWEST CORNER OF MARATHON PIPE LINE, LLC D.B. 124, PG. 157 THEREACROSS THE LANDS OF THE PATENT TRACT OF CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) TO CORNER 'B', THE BEGINNING POINT OF EASEMENT 2. THE BEGINNING POINT OF EASEMENT 2, HEREON.

B) THE AGREEMENTED TIE-LINE IS NOT SHOWN HEREON.

**NOTE:** COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (NORTH ZONE -NAD83).



## EXHIBIT 'A'

AGE  
ENGINEERING SERVICES, INC.

P.O. BOX 204  
165 FOSTER LANE  
STANFORD, KY 40484  
PHONE (606) 365-8382  
FAX (606) 365-1097

EASEMENT DRAWING  
CITY OF LEXINGTON  
WEST HICKMAN PLANT ROAD  
NICHOLASVILLE, JESSAMINE CO., KENTUCKY

DATE: 11/18/2016  
SCALE: 1" = 200'  
DRAWN BY: DRD  
APPROVED BY: KING  
FILENAME: 16252EASEMENT

## SUBSTATION EASEMENT

This DEED OF EASEMENT is made and entered into on this the 27<sup>th</sup> day of June, 2017, by and between the undersigned, **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, with a notice address of 200 East Main Street, Lexington, Kentucky 40507, Grantor, and **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, with a notice address of Attn: Real Estate, 820 West Broadway, Louisville, Kentucky 40232, Grantee.

### WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Nicholasville, Jessamine County, Kentucky, by virtue of a deed recorded in Deed Book 103, Page 345, in the Office of the Clerk of Jessamine County, Kentucky, and described as the "Parent Tract" on the Easement Plat attached hereto as Exhibit "A" (the "Grantor's Property"); and

WHEREAS, Grantor previously granted to Grantee an Easement of record in Deed Book 272, Page 84, in the Office of the Clerk of Jessamine County, Kentucky (the "Substation Easement"), over that portion of the Grantor's Property described as the "Existing KU Sub-Station" comprising 0.359 acres as shown on Exhibit "A" attached hereto; and

WHEREAS, Grantor and Grantee have agreed to amend and expand the area of the Substation Easement for an additional 0.317 acres and shown as the area of the "Proposed KU Sub-Station Addition" on Exhibit "A" attached hereto;

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other cash consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors, assigns, and lessees, a permanent easement over the Grantor's Property in the area shown as the "Proposed KU Sub-Station Addition" on the Easement Plat attached hereto as Exhibit "A", which, with the "Existing KU Sub-Station" area shown on Exhibit "A" (over which Grantee already holds the existing Substation Easement), shall be collectively referred to hereinafter as the "Expanded Substation Easement Area", to so allow Grantee the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair an electric substation for the transmission and distribution of electricity, and all appurtenances thereto, along and upon the Expanded Substation Easement Area, together with the right of ingress and egress over the Grantor's Property to and from the Expanded Substation Easement Area in the exercise of the rights and privileges herein granted; provided, however, that in exercising such rights of ingress and egress, the Grantee will, whenever practicable to do so, use regularly established highways or farm roads. Grantor and Grantee hereby acknowledge that the Expanded Substation Easement Area is currently accessed by Grantee from West Hickman Plant Road; upon the completion of the construction of and dedication to highway use of the proposed extension to Brannon Road, Grantee hereby agrees that it will utilize Brannon Road, as so extended and dedicated, for ingress and egress to and from the Expanded Substation Easement Area.

The Grantee is granted the further right to cut, trim and otherwise remove any and all trees located on the Expanded Substation Easement Area; also the right to remove brush and all other obstructions and obstacles from the Expanded Substation Easement Area which would create hazardous conditions to the same.

It is further expressly understood and agreed that the Grantee will pay to the undersigned any and all damage that may be caused by the Grantee in going upon the Grantor's Property and Expanded Substation Easement Area, except that the Grantee will not be liable for any damage for cutting down trees or removing obstructions or for constructing and/or expanding an electric substation and related appurtenances on the Expanded Substation Easement Area in the manner and to the extent herein above specified.

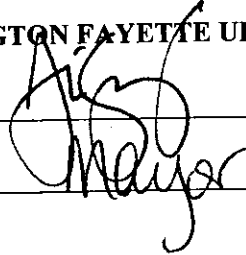
Neither the granting nor termination of the easement granted under this Agreement shall have the effect of limiting Company's rights under any other easement(s) of record on Grantor's Property.

The easement granted herein shall be for the sole and exclusive use of Grantee, and Grantor shall have no right to interfere with such use or to utilize or make any improvements upon the Expanded Substation Easement Area. In particular, but not by way of limitation, no buildings, signs, towers, antennas, swimming pool or any other structure shall be erected or maintained along or upon the Expanded Substation Easement Area described herein nor shall any changes in grade be made to the lands crossed by the easement which shall interfere with the privileges and rights herein granted.

The Grantor does hereby release and relinquish unto the Grantee, its successors, lessees and assigns, all of its interest in and to the easement herein granted, for the uses and purposes aforesaid, and it does hereby covenant to and with the Grantee that it is seized in fee simple of the Grantor's Property upon which said easement lies and has good and perfect right to convey the easement as herein done and it does WARRANT GENERALLY its title for the uses and purposes of this Deed of Easement.

IN TESTIMONY WHEREOF, witness the signatures of Grantor and Grantee this 27<sup>th</sup> day of June, 2017.

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

BY: 

TITLE: Mayor

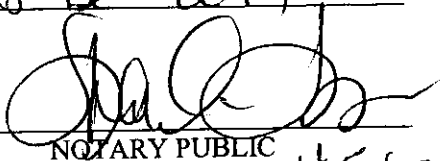
STATE OF KENTUCKY )

COUNTY OF Fayette )

I, Sharon Jones, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by Jim Gray, as Mayor, of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, to be his/her free act and deed in said capacity.

Witness my hand this 27<sup>th</sup> day of June, 2017.

My Commission Expires: 28 Dec - 2019

  
\_\_\_\_\_  
NOTARY PUBLIC

#547793

**KENTUCKY UTILITIES COMPANY**

BY: James J. Holderman

TITLE: MANAGER, REAL ESTATE & RIGHT OF WAY

STATE OF KENTUCKY )

COUNTY OF JEFFERSON )

I, RANDALL J. MAGALLON, a Notary Public in and for the State and County aforesaid, certify that the foregoing instrument was acknowledged before me by JAMES J. HOLDERMAN, as MANAGER, REAL ESTATE AND RIGHT OF WAY, of KENTUCKY UTILITIES COMPANY, a Kentucky corporation, to be his/her free act and deed in said capacity.

Witness my hand this 5<sup>th</sup> day of JUNE, 2017.

My Commission Expires: JULY 11, 2017

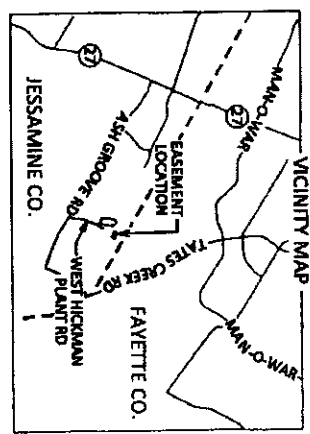
  
\_\_\_\_\_  
NOTARY PUBLIC



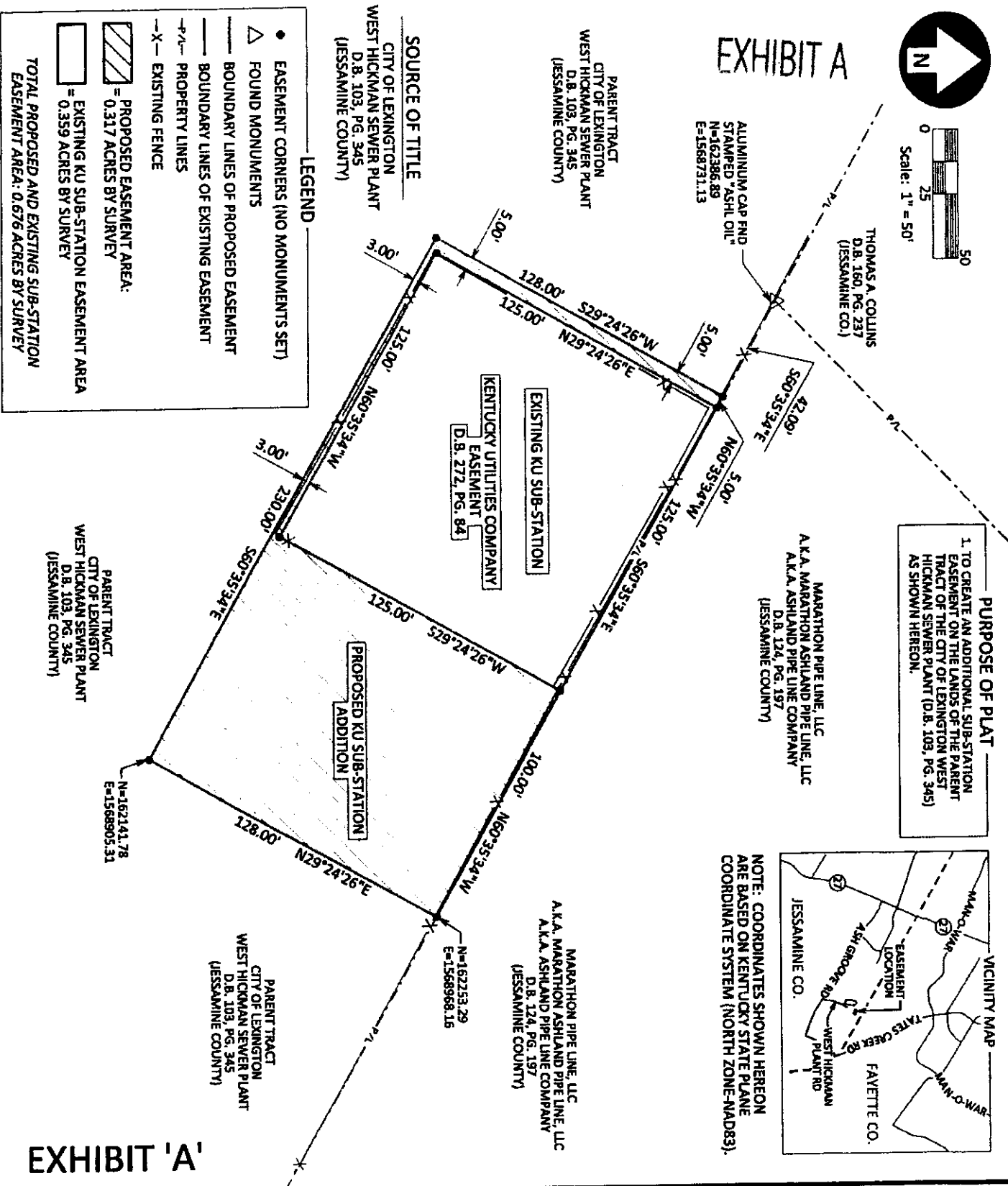
Scale: 1" = 50'

# EXHIBIT A

**PURPOSE OF PLAT**  
1. TO CREATE AN ADDITIONAL SUB-STATION EASEMENT ON THE LANDS OF THE PARENT TRACT OF THE CITY OF LEXINGTON WEST HICKMAN SEWER PLANT (D.B. 103, PG. 345) AS SHOWN HEREON.



NOTE: COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM (NORTH ZONE-NAD83).



- LEGEND**
- EASEMENT CORNERS (NO MONUMENTS SET)
  - △ FOUND MONUMENTS
  - BOUNDARY LINES OF PROPOSED EASEMENT
  - BOUNDARY LINES OF EXISTING EASEMENT
  - P/- PROPERTY LINES
  - X- EXISTING FENCE
- PROPOSED EASEMENT AREA:**
- = 0.317 ACRES BY SURVEY
  - = 0.359 ACRES BY SURVEY
- TOTAL PROPOSED AND EXISTING SUB-STATION EASEMENT AREA: 0.676 ACRES BY SURVEY**

**SOURCE OF TITLE**  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

THOMAS A. COLLINS  
D.B. 160, PG. 237  
(JESSAMINE CO.)

MARATHON PIPE LINE, LLC  
A.K.A. MARATHON ASHLAND PIPE LINE COMPANY  
D.B. 124, PG. 197  
(JESSAMINE COUNTY)

MARATHON PIPE LINE, LLC  
A.K.A. MARATHON ASHLAND PIPE LINE COMPANY  
D.B. 124, PG. 197  
(JESSAMINE COUNTY)

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

PARENT TRACT  
CITY OF LEXINGTON  
WEST HICKMAN SEWER PLANT  
D.B. 103, PG. 345  
(JESSAMINE COUNTY)

## EXHIBIT 'A'



P.O. BOX 204  
165 FOSTER LANE  
STANFORD, KY 40484  
PHONE (606) 365-8362  
FAX (606) 365-1097

**SUB-STATION EASEMENT DRAWING**  
**CITY OF LEXINGTON**  
**WEST HICKMAN SEWER PLANT**  
**NICHOLASVILLE, JESSAMINE CO., KENTUCKY**

DATE: 11/18/2016  
SCALE: 1" = 50'  
DRAWN BY: DRD  
APPROVED BY: KING  
FILENAME: 16075EASEMENT