

## **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: \_\_\_\_\_

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

**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 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