

SUBSTATION EASEMENT

This DEED OF EASEMENT is made and entered into on this the ____ day of _____, 20____, by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, whose mailing address is 200 E. 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 at Ty Court, Lexington, Fayette County, Kentucky, by virtue of a deed recorded October 18, 2018 in Deed Book 3627, Page 219, in the Office of the Clerk of Fayette County, Kentucky, and described as “Parent Tract Lexington Fayette County Urban Government (LFUCG)” on the Easement Plat attached hereto as Exhibit “A” (the “Grantor’s Property”); and

WHEREAS, Grantor has agreed to grant to Grantee a Substation Easement in the areas of Grantor’s Property as shown 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 0.010 acre area and the 0.066 acre area described below and shown as “Easement 1” and “Easement 2” on the Easement Plat attached hereto as Exhibit “A” (the “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 Substation Easement Area, together with the right of ingress and egress over the Grantor’s Property to and from the 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. The Substation Easement Area has boundaries described as follows:

EASEMENT 1:

This being part of that property acquired by Lexington Fayette County Urban Government, by deed from Commonwealth of Kentucky, by William M. Landrum III, Secretary of the Finance and Administration Cabinet, 702 Capital Ave., Frankfort, Kentucky 40601, on behalf of the Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky 40622, as recorded in the Office of the Fayette County Clerk in Deed Book 3627, page 219, on the 18th day of October, 2018, and being more particularly described as follows:

BEGINNING at an iron pin found (PLS #3000), said iron pin being the western most corner of the easement being surveyed, a corner to Kentucky Utilities (D.B. 1497, Pg. 644, D.B. 1281, Pg. 143, D.B. 1001, Pg. 185, D.B. 1000, Pg. 119, D.B. 999, Pg. 554, D.B. 999, Pg. 61, and D.B. 998, Pg. 38), the northeast corner of Thomas E. Lett, III (D.B. 2129, Pg. 662) and having Kentucky State Plane Coordinate System – North Zone Coordinates of N=200684.44, E=1566726.22;

Thence severing the parent tract N73°26'10"E – 38.81 feet to an iron pin set, (All corners monuments referred to herein as iron pins set are 5/8" x 18" iron rebar with 2" aluminum survey cap bearing P.L.S. #4048), said iron pin being on the common boundary line between the parent tract and Kentucky Utilities (D.B. 1497, Pg. 644, D.B. 1281, Pg. 143, D.B. 1001, Pg. 185, D.B. 1000, Pg. 119, D.B. 999, Pg. 554, D.B. 999, Pg. 61, and D.B. 998, Pg. 38) and being the northern most corner of the easement being surveyed;

Thence continuing with the common boundary line between the parent tract and Kentucky Utilities (D.B. 1497, Pg. 644, D.B. 1281, Pg. 143, D.B. 1001, Pg. 185, D.B. 1000, Pg. 119, D.B. 999, Pg. 554, D.B. 999, Pg. 61, and D.B. 998, Pg. 38) the following three courses: S26°29'40"W – 4.17' feet to an iron pin found (PLS #4048), S23°48'37"W – 24.65' feet to an iron pin found (No ID cap) and N59°02'44"W – 29.60 feet to Point of Beginning and containing 0.010 acres by survey.

EASEMENT 2:

This being part of that property acquired by Lexington Fayette County Urban Government, by deed from Commonwealth of Kentucky, by William M. Landrum III, Secretary of the Finance and Administration Cabinet, 702 Capital Ave., Frankfort, Kentucky 40601, on

behalf of the Transportation Cabinet, Department of Highways, 200 Mero Street, Frankfort, Kentucky 40622, as recorded in the Office of the Fayette County Clerk in Deed Book 3627, page 219, on the 18th day of October, 2018, and being more particularly described as follows:

BEGINNING at an iron pin found, (PLS #4048), said pin being the northwest most corner of the easement being surveyed, being the northeast most corner of the Kentucky Utilities property (D.B. 1497, Pg. 644, D.B. 1281, Pg. 143, D.B. 1001, Pg. 185, D.B. 1000, Pg. 119, D.B. 999, Pg. 554, D.B. 999, Pg. 61, and D.B. 998, Pg. 38) and having Kentucky State Plane Coordinate System – North Zone Coordinates of N=200658.70, E=1566875.79; Thence severing the parent tract the following six courses: S59°01'46"E – 14.37 feet to an iron pin set (All corners monuments referred to herein as iron pins set are 5/8" x 18" iron rebar with 2" aluminum survey cap bearing P.L.S. #4048), S08°48'16"E – 59.73 feet to an iron pin set, S16°50'02"W – 30.73 feet to an iron pin set, S42°46'21"W – 63.33 feet to an iron pin set, S32°00'54"W – 18.61 feet to an iron pin set, N72°57'44"W – 3.11 feet to an iron pin found (PLS #4048), said pin being the southwest most corner of the easement being surveyed and being the southeast most corner of the Kentucky Utilities property (D.B. 1497, Pg. 644, D.B. 1281, Pg. 143, D.B. 1001, Pg. 185, D.B. 1000, Pg. 119, D.B. 999, Pg. 554, D.B. 999, Pg. 61, and D.B. 998, Pg. 38);

Thence along the common boundary line of the parent tract and Kentucky Utilities property (D.B. 1497, Pg. 644, D.B. 1281, Pg. 143, D.B. 1001, Pg. 185, D.B. 1000, Pg. 119, D.B. 999, Pg. 554, D.B. 999, Pg. 61, and D.B. 998, Pg. 38) the following three courses: N25°04'06"E – 81.77 feet to an iron pin found (PLS #4048), N06°00'33"E – 54.09 feet to an iron pin found (PLS #4048) and N05°46'37"E – 29.48 feet to the Point of Beginning and containing 0.066 acres by survey.

The Grantee is granted the further right to cut, trim and otherwise remove any and all trees located on the Substation Easement Area described herein, and to trim, cut and otherwise remove any and all trees located outside the Easement Areas which are of such height that, in falling directly to the ground, would come in contact with Grantee's wires; and also the right to remove brush and all other obstructions and obstacles from the 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 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 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 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 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 SPECIALLY its title for the uses and purposes of this Deed of Easement.

[signature page follows]

IN TESTIMONY WHEREOF, witness the signatures of Grantor this ____ day of _____, 20_____.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

TITLE: _____

STATE OF KENTUCKY)

COUNTY OF FAYETTE)

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

Witness my hand this ____ day of _____, 20_____.

My Commission Expires: _____

NOTARY PUBLIC

This instrument prepared by:



Joe Mandelir, Corporate Attorney
LG&E and KU Services Company
220 West Main Street
Louisville, Kentucky 40202
Phone: (502) 627-3227