



SUBSTATION EASEMENT

	This	DEED	OF	EASEMENT	is	made	and	entered	into	on	this	the		da	y of
				, 20	_, b	y and	betwe	en the u	ndersi	gne	d, LE	XIN	GTON	FAYE	TTE
URBAN	V CO	UNTY	GO	VERNMENT,	wi	th a r	otice	address	of 20	00 I	East 1	Main	Street,	Lexin	gton,
Kentuck	y 405	507, Gra	ntor,	and KENTUC	KY	Y UTI	LITII	ES COM	PAN	Y, a	Kent	ucky	corpora	tion, w	ith a
notice a	ddres	s of Attn	: Rea	al Estate, 820 W	/est	Broad	lway,	Louisvill	le, Kei	ntuc	ky 40	232,	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.

			WHEREOF,			-	of	Grantor	and	Grantee	this	 day	of
LE	EXINO	GTON FA	YETTE URBA	N COU	YTY	GOVERN	M	ENT					
ВУ	Y:				_								
TI	TLE:	-											
KF	ENTU	CKY UTI	LITIES COM	PANY									
ВУ	Z:												
	TLE:												

STATE OF KENTUCKY)	
COUNTY OF)	
		in and for the State and County aforesaid,
		of LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT, to b		
COUNTY GOVERNMENT, to b	o mornor noo dot and dood m bar	a vapavity.
	Witness my hand this	day of, 20
	My Commission Expires: _	
	_	NOTARY PUBLIC
STATE OF KENTUCKY)	
COUNTY OF)	
		in and for the State and County aforesaid,
		ne by,
		KENTUCKY UTILITIES COMPANY,
a Kentucky corporation, to be his	ther free act and deed in said cap	acity.
	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		

220 West Main Street Louisville, Kentucky 40202 Phone: (502) 627-3712

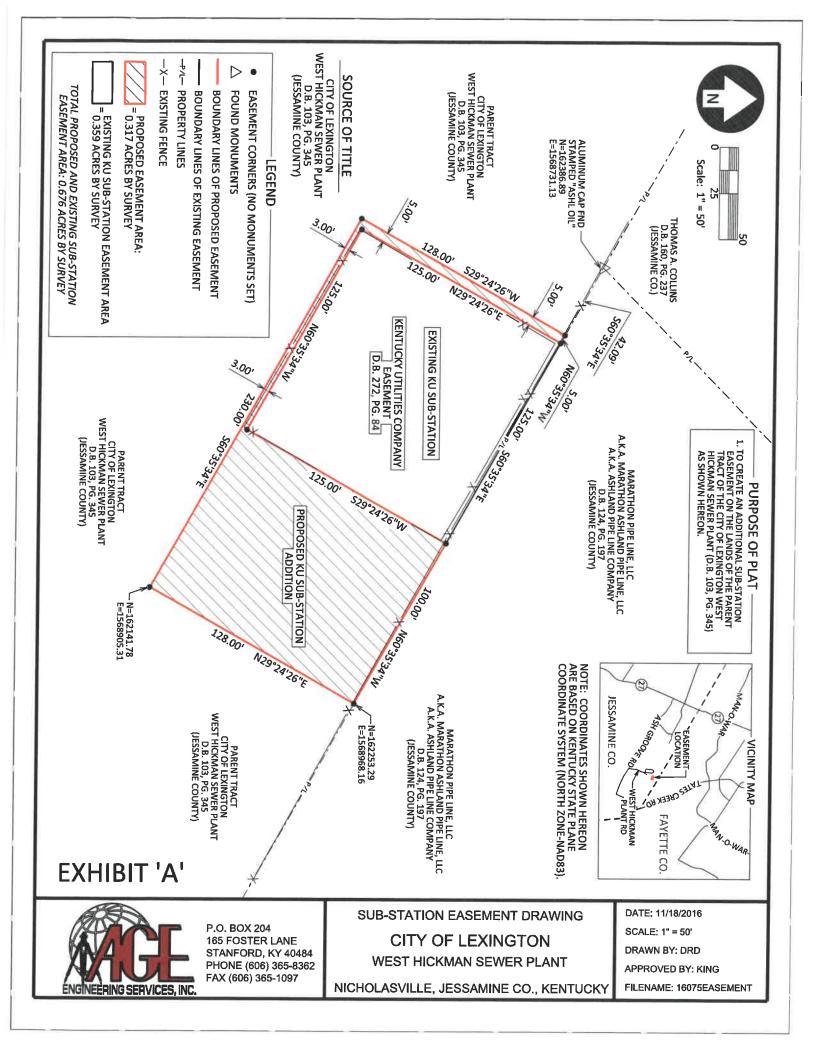


Exhibit D

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 20th 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

 $N60^{\circ}38'47"W-425.23$ 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 WHERI	EOF, the Grantor has c	aused this easement to be	executed this
day of	, 20		
	LEXINGTON FA	YETTE URBAN COUNTY G	OVERNMENT
	BY:		
	IIILE:		
STATE OF KENTUCKY COUNTY OF JESSAMINE)		
COUNTY OF JESSAMINE)		
l,	. a Notarv Put	olic in and for the State and	County aforesaid.
certify that the forego			•
Lexington Fayette Urban County	Government, to be his/	her free act and deed in said	capacity.
Witness my hand this day	y of	, 20	
My Commission Expires:			
		NOTARY PUBLIC	
D			
Prepared by:			
James Dimas Senior Corporate Attorney			
Kentucky Utilities Company 220 West Main Street			
Louisville, Kentucky 40202 Phone (502) 627-3712			

