

DEED OF EASEMENT

The undersigned, **Hopkins County Board of Education**, of 320 South Seminary Street, Madisonville, Kentucky 42431 ("Grantor"), for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), does hereby grant and convey unto **KENTUCKY UTILITIES COMPANY**, a Kentucky corporation, whose mailing address is One Quality Street, Lexington, Kentucky 40507, its successors and assigns ("Company"), the right, power, and privilege to construct, reconstruct, operate, enlarge, extend, repair, relocate, patrol, and maintain an electric line or lines, communications systems, and all equipment and facilities related thereto, including, but not limited to, transformers, poles, conduit, cables and wires, over or under our property located at 9220 Hopkinsville Road, Nortonville, KY 42442. The Company is further granted the right of ingress and egress over the lands of the Grantor to and from said facilities in the exercise of this easement, provided, however, that in exercising such right of ingress and egress the Company will, whenever practicable to do so, use regularly established roads or passageways. The easement shall include the area required, if any, for placement of anchors and down guys outside the originally described easement area, as such placement may be deemed necessary by the Company for the initial construction and any future upgrades. Grantor further grants and conveys to the Company the right to trim and remove any and all trees, shrubs, structures and obstacles located on said easement or located in such proximity thereto that in falling might interfere with the operation and maintenance of said facilities.

The Grantor, their successors, heirs or assigns, may use and enjoy the lands crossed by this easement, except, however, that such use shall not conflict with any of the rights and privileges herein granted. In particular, but not by way of limitation, Grantor shall not construct or maintain any building, signs, towers, antennas, swimming pool or any other structure along or upon the right-of-way described herein nor make any changes in grade to the lands crossed by this easement without the express consent in writing of the Company.

The electric easement is forty feet (40') in width with a Point of Beginning twenty feet northeast of the northwestern corner of the property and continuing in a southeastern direction approximately three hundred twenty feet (320') and then in an eastern direction approximately three hundred forty feet (340') and then in a northeastern direction approximately four hundred thirty feet (430') and ending there with the centerline of the easement being the centerline of the facilities as constructed by Company as shown on Exhibit A and Exhibit B. The existing electric easement area will be released as shown on Exhibit B.

Title to the property was acquired by the Grantor by Deed dated 21st of May, 1992 and recorded in Deed Book 508 Page 414-418 in the County Clerk's Office of Hopkins County, Kentucky, which reference is hereby specifically made for the description therein contained.

It is further agreed that the Company, at its option, will repair, restore, or pay to the Grantor for damages that may be caused by it in the exercise of this easement, except that the Company will not be liable for any damage for trimming or removing trees, shrubs, structures or obstacles in the manner and to the extent herein above specified.

The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the Company, its successors and assigns. Notwithstanding, Grantor shall have the right at its sole option and expense to require Company to relocate said easement and Company's facilities therein upon Grantor's property. In the event of such relocation, upon ninety (90) days written notice, Company shall release and extinguish all its rights and granted pursuant to this easement.

IN WITNESS WHEREOF, witness the signature of the Grantor this ____ day of _____, 20__.

Hopkins County Board of Education
Chairman of the Board

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument was acknowledged, subscribed, and sworn to before me this ____ day of _____, 20__, by _____ to be their free act and voluntary deed.

My commission expires _____, 20__.

WITNESS MY HAND this ____ day of _____, 20__.

NOTARY PUBLIC

Notary Number: _____

Prepared by:


Joe Mandlehr, Corporate Attorney
LG&E and KU Services Company
220 West Main Street, Louisville, Kentucky 40202

WR# 7325116

Exhibit B

-  EXISTING EASEMENT INSIDE THE PROPERTY LINE
51,162 SF
-  PROPOSED EASEMENT INSIDE THE PROPERTY LINE
45,896 SF

