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Page 1 of 4 Fees: \$50.00

Hardin County Clerk Debbie Donnelly Clerk

вк 1540 рс 1597-1600

## DEED OF EASEMENT

This DEED OF EASEMENT made and entered into on this the 2 day of September 2022, by and between the undersigned, LARRY BROWN JAGGERS AND CAROL LEE JAGGERS, husband and wife, with a mailing address of 2075 White Mills Glendale Road East, Glendale, KY 42740 ("Grantor"), and KENTUCKY UTILITIES COMPANY, a Kentucky corporation, having its principal office and place of business at 220 West Main Street, Louisville, Kentucky 40202, ("Grantee").

## WITNESSETH:

That for and in valuable 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 for 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 right-of-way hereinafter described (the "Easement Area"), together with the right of ingress and egress over the lands of the undersigned to and from said right-of-way in the exercise of the rights and privileges herein granted (collectively, the "Easement"); 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, fell, remove, and otherwise control any and all trees and other vegetation located on the Easement Area described herein, and any and all other trees outside the Easement Area 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, structures, and obstacles from the Easement Area which would create a hazard to the subject lines.

It is further expressly understood and agreed that the Grantee will restore the Easement Area to a condition reasonably consistent with condition immediately prior to the use of the Easement Area by the Grantee or will pay to the undersigned any and all damages to fences, gates, crops, and other property caused by the Grantee in going upon the lands of Grantor and the Easement Area, except that the Grantee will not be liable for any damage for cutting or felling trees or vegetation or for removing any obstructions, structures, or obstacles in the manner and to the extent herein above specified.

The Grantor, its 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. The Grantor reserves the right to cultivate annual crops, pasture, construct fences (provided gates are installed that adequately provide the Grantee access rights conveyed herein) and roads or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. In particular, but not by way of limitation, no building, signs, towers, antennas, swimming pool or any other structure shall be erected or maintained along or upon the Easement Area described herein nor shall any changes in grade be made to the Easement Area described herein.

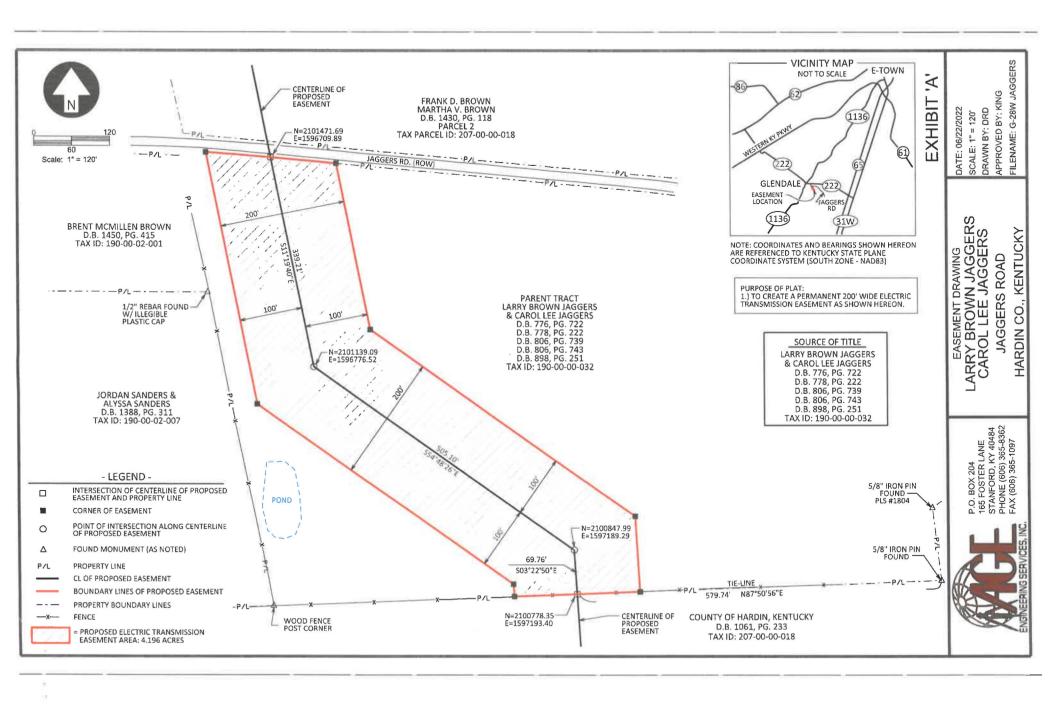
The specific Easement Area upon which said electric transmission line is located is shown on the AGE Engineering Services, Inc. exhibit drawing attached hereto and made of part hereof containing 4.196 acres.

The lands over which this Easement is granted are situated in the County of Hardin, State of Kentucky, parcel tax ID# 190-00-00-032, and were conveyed to Larry Brown Jaggers and Carol Lee Jaggers by Deed dated the 28<sup>th</sup> day of December 1993, and recorded in Deed Book 776, Page 222, and by Deed dated the 13<sup>th</sup> day of January 1994, and recorded in Deed Book 778, at Page 222, and by Deed dated the 21<sup>st</sup> day of February 1995, and recorded in Deed Book 806, Page 739, and by Deed dated the 21<sup>st</sup> day February 1995, and recorded in Deed Book 806, Page 743, and by Deed dated the 7<sup>th</sup> day of May 1998, and recorded in Deed Book 898, Page 251, all being of record in the Hardin County Clerk's Office, 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.

This Deed of Easement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument

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

**GRANTOR** 

By: Jarry Brown LARRY BROWN JAGGERS

By: Carol Lee CAROL LEE JAGGERS

COMMONWEALTH OF KENTUCKY

COUNTY OF HARSIN

I, R. SCOTT SPIAEL, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing instrument of writing was this day produced before me in said County and State by LARRY BROWN JAGGERS AND CAROL LEE JAGGERS, husband and wife, and acknowledged by them to be their free act and deed.

Witness my hand this \_

My Commission Expires:

**NOTARY PUBLIC** 

Notary ID# 6345

Prepared by:

Joe Mandlehr, Corporate Attorney LG&E and KU Services Company

220 West Main Street Louisville, Kentucky 40202

Phone: (502) 627-3227

I, Debbie Donnelly, County Clerk of Hardin County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.

By: STACEY REED, dc