

MOREHEAD AREA LAND AUCTION

- Excellent Recreational Opportunities • Possible Building Sites
- Rolling Hay Meadows & Pasture • 1,400 Sq. Ft. Home • Large Pond

INFORMATION BOOK



Pennington Flat Rd

Rowan County

109[±]

Acres

Offered in 7 Tracts
or Combinations



Tract 5

Morehead, Kentucky


Wednesday, September 7 • 6pm

Held at the Chateau at MeadowView Events – Morehead, KY

SCHRADER
Real Estate and Auction Company, Inc.

800.451.2709 • www.SchraderAuction.com

3% Buyer's Premium

 ONLINE BIDDING AVAILABLE

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

Seller: McRoberts Family Trust, Teresa McRoberts & Steven L. Palfrey



SCHRADER REAL ESTATE & AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709

SchraderAuction.com

AUCTION TERMS & CONDITIONS

PROCEDURE: The property will be offered in 7 individual tracts, any combination of tracts & as a total 109± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

BUYER'S PREMIUM: A 3% Buyer's Premium will be added to the final bid price & included in the contract purchase price.

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, & are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: The successful bidder will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

EVIDENCE OF TITLE: Prior to Auction seller shall provide, at seller's expense a Title Insurance Commitment showing Merchantable Title to the real estate. If buyer desires buyer at his/her expense can purchase a title insurance policy.

DEED: Seller shall provide a Warranty Deed.

CLOSING: The targeted closing date will be approx. 30 days after the auction.

POSSESSION: Possession shall be delivered to buyer at closing, w/ the exception of tract 6 in which possession will be subject to the current crop.

REAL ESTATE TAXES: If the 2022 property tax bills have been issued at the time of closing the taxes shall be paid at the closing from the Sellers proceeds. If the 2022 property tax bills have not been issued by the time of closing, the Buyer shall receive a credit at closing equal to the amount of the 2022 property taxes & it shall be the Buyer's responsibility to pay the 2022 tax bills when issued.

UNDERGROUND PIPELINE: An underground pipeline owned by Tennessee Gas Transmission Company runs through tracts 5, 6 & 7. A map of the pipeline can be viewed on the survey found in auction info booklet.

COMPLEX OWNERSHIP UNIT: The Auction will be conducted in a manner that may result in the sale, as a single unit w/ a single purchase price, of all or parts of two or more parcels w/ different owners & or ownership percentages ("Complex Ownership Unit") & that any sale of a Complex Ownership Unit will require an allocation of the purchase price between the differently-owned parcels for purposes of the closing. Buyer agrees that any such allocation shall be determined solely by Seller(s).

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

ACREAGE: All tract acreages, dimensions & proposed boundaries are approx. & have been estimated based on current legal descriptions and/or aerial photos.

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All info contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approx.. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The info contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

SALE MANAGERS: Luke Schrader #278599 (Auctioneer)

PRINCIPLE AUCTIONEER: RD Schrader #256602 (Auctioneer), #222451 (Real Estate)#248525 (Real Estate)

BOOKLET INDEX

• AUCTION REGISTRATION FORMS	PAGE 4
• LOCATION & TRACT MAPS	PAGE 9
• MAPS	PAGE 13
• FSA INFORMATION	PAGE 17
• SURVEY	PAGE 21
• COUNTY TAX INFORMATION	PAGE 25
• PRELIMINARY TITLE	PAGE 31
• PHOTOS	PAGE 43



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, SEPTEMBER 7, 2022

109+ ACRES – MOREHEAD, KENTUCKY

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,

P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, August 31, 2022.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

☐ Brochure ☐ Newspaper ☐ Signs ☐ Internet ☐ Radio ☐ TV ☐ Friend

☐ Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

☐ Regular Mail ☐ E-Mail E-Mail address: _____

☐ Tillable ☐ Pasture ☐ Ranch ☐ Timber ☐ Recreational ☐ Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
109± Acres • Rowan County, Kentucky
Wednesday, September 7, 2022

This form and deposit are only
required if you cannot attend
the auction and wish to bid
remotely through our online
bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, September 7, 2022 at 6:00 PM.(EST)
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, August 31, 2022**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

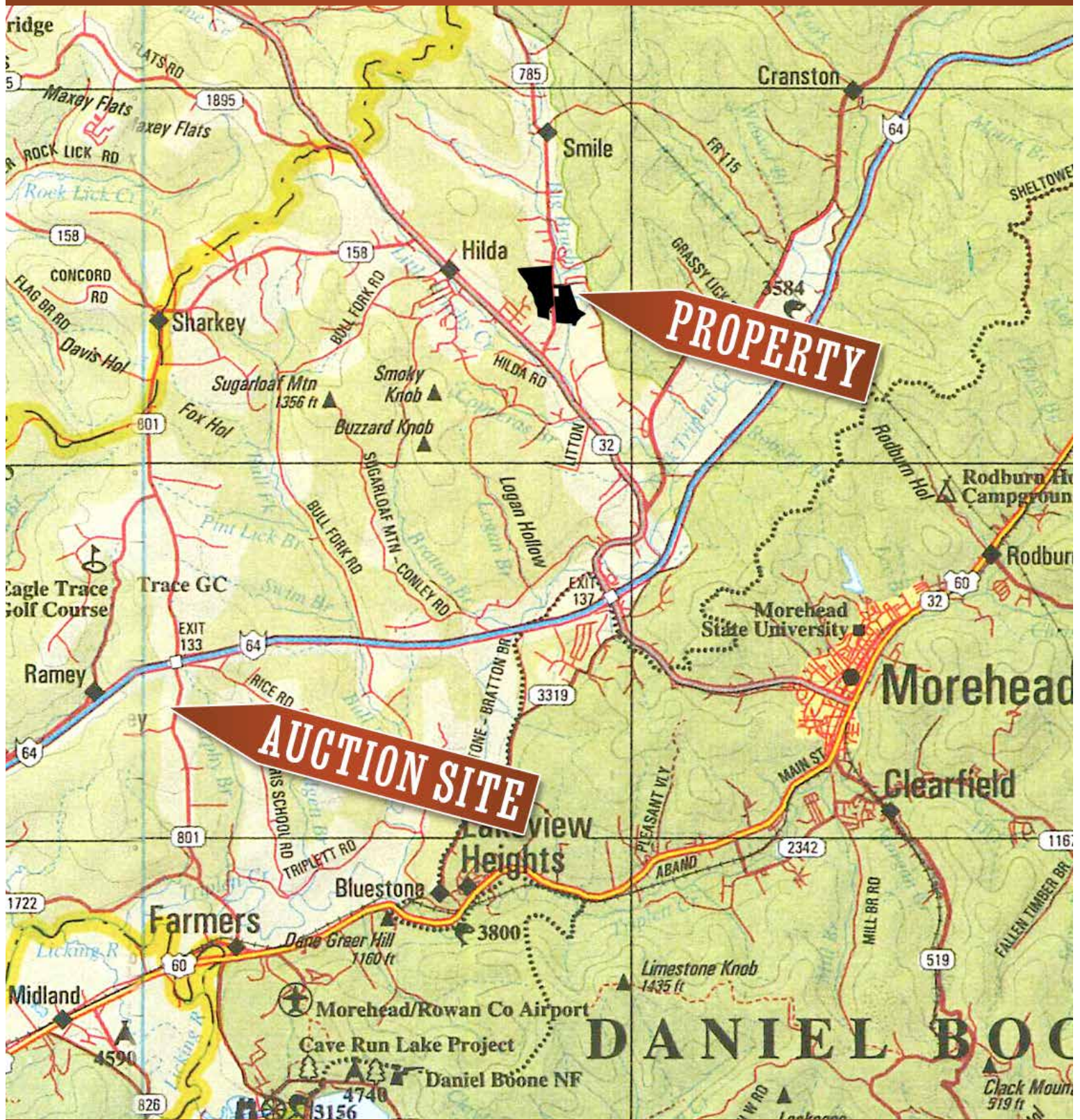
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & TRACT MAPS

LOCATION & TRACT MAPS

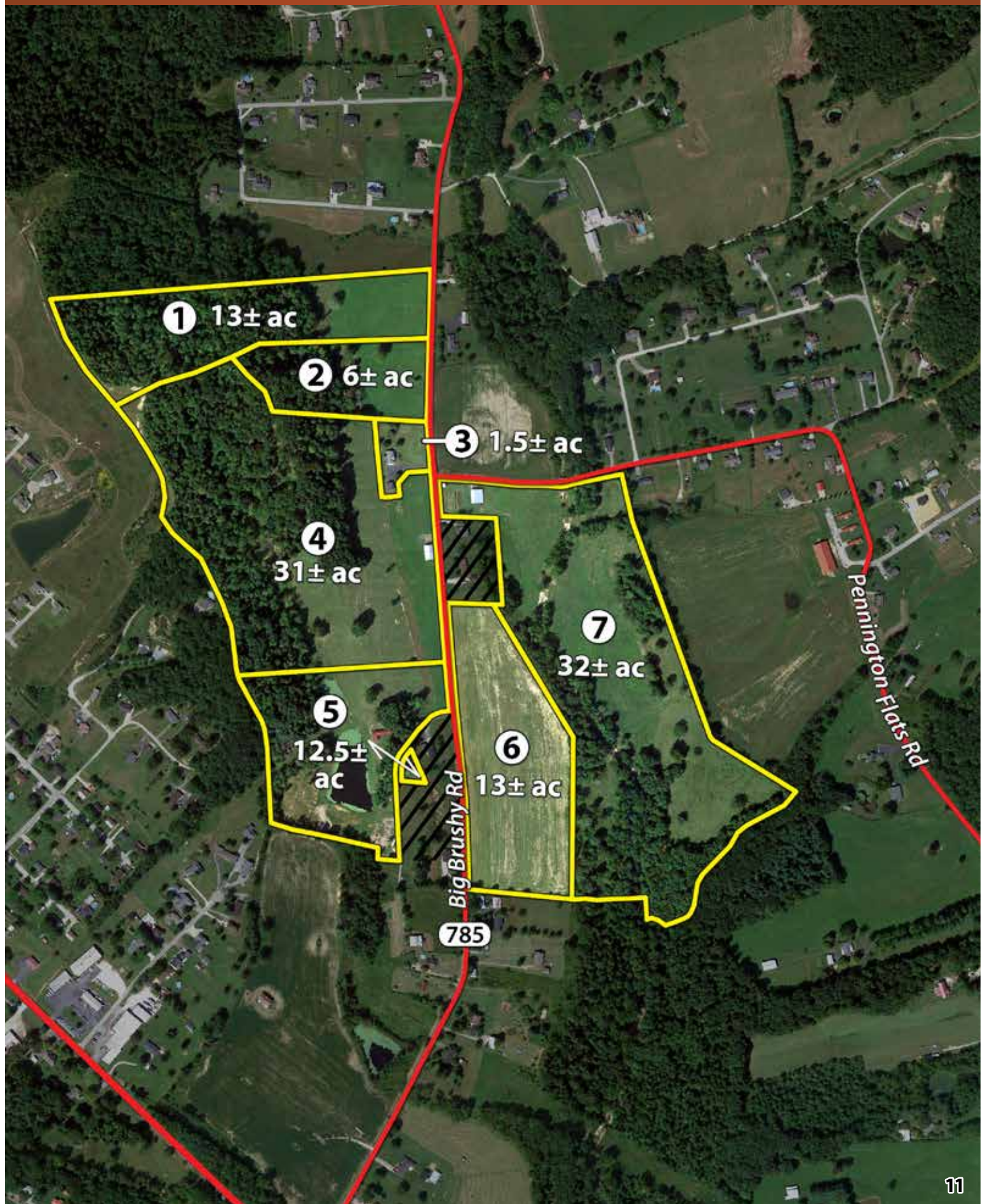


AUCTION SITE: The Chateau at MeadowView Events, 2575 KY-801 Morehead, KY 40351

From the intersection of SR 32 & Big Brushy Rd, head north on SR 32, then turn left at the Marathon onto Sharkey Rd (SR 158), continue for 3 mi. Turn left onto SR 801 & continue for 4 mi. The event center will be on your right.

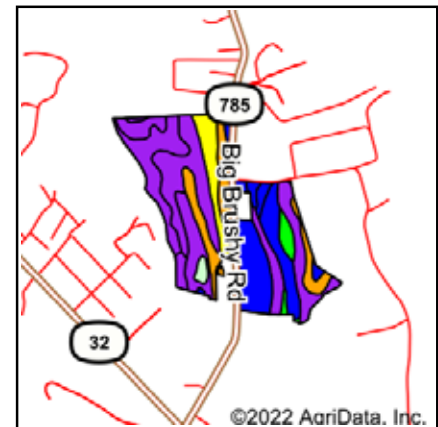
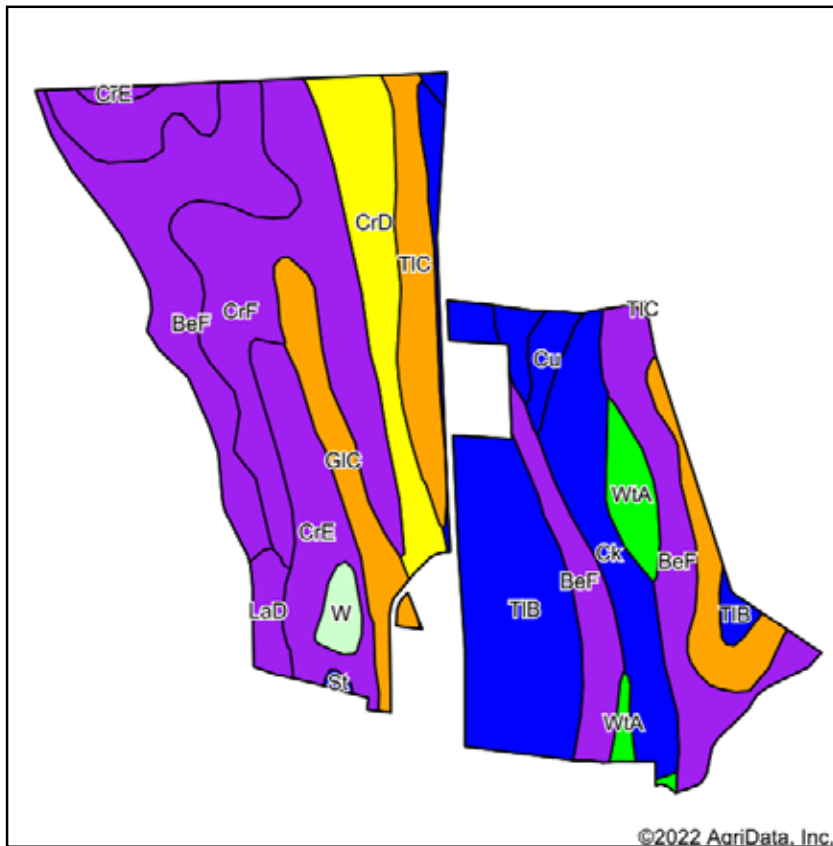
PROPERTY LOCATION: *If heading North on SR 32 out of Morehead, continue on for 6 mi. Once you come to Big Brushy Rd, turn right & continue for 1 mi. Property will be on both sides of the road.*

LOCATION & TRACT MAPS



MAPS

SURETY SOILS MAP



State: **Kentucky**
 County: **Rowan**
 Location: **38° 14' 3.51, -83° 29' 22.59**
 Township: **Pine Grove**
 Acres: **109.56**
 Date: **7/18/2022**

SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided By
surety
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2021 www.AgriDataInc.com



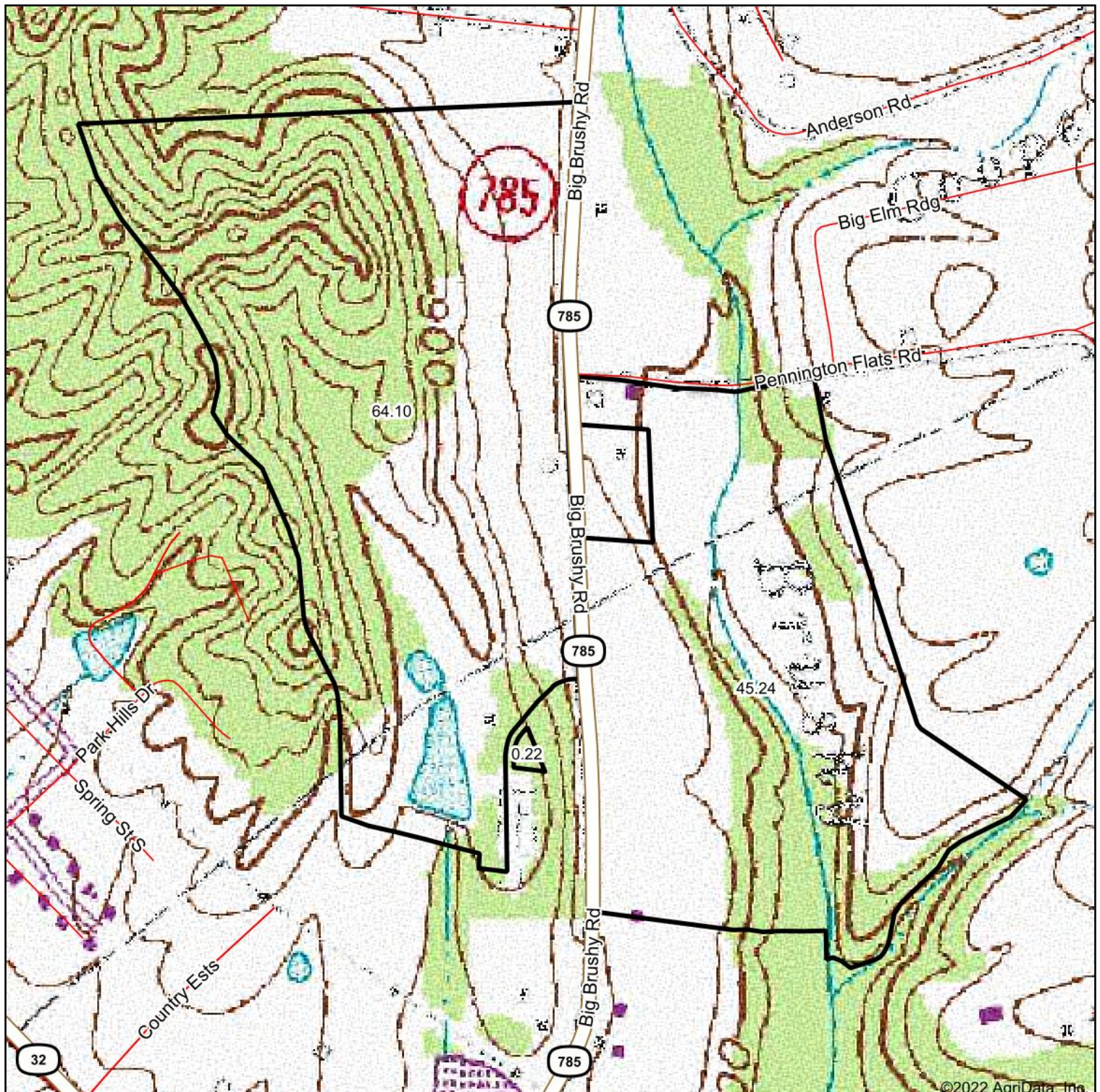
Soils data provided by USDA and NRCS.

Area Symbol: KY645, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Burley tobacco Lbs	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
BeF	Berks silt loam, 40 to 70 percent slopes	25.68	23.4%		Vlle							
CrF	Cranston gravelly silt loam, 30 to 60 percent slopes	19.75	18.0%		Vlle					2.6		
TIB	Tilsit silt loam, 2 to 6 percent slopes - residual & alluvial landforms	15.76	14.4%		Ile		2593	105	3.4	6.8	40	42
CrD	Cranston gravelly silt loam, 12 to 20 percent slopes	8.40	7.7%		IVe	3.5		91	2.9	6.8		42
Ck	Clifty silt loam	8.35	7.6%		Ils	5	2898	126	4.2	8.5	40	48
CrE	Cranston gravelly silt loam, 20 to 30 percent slopes	7.76	7.1%		Vle					5.1		
TIC	Tilsit silt loam, 6 to 12 percent slopes - residual & alluvial landforms	5.91	5.4%		Ille		2440	98	3.2	6.4	35	42
GIC	Gilpin silt loam, 6 to 12 percent slopes	5.45	5.0%		Ille	3.5	2135	91	2.9	6.8		48
WhC	Whitley silt loam, 6 to 12 percent slopes	3.86	3.5%		Ille	5	2745	98	4.2	8.5	35	48
WtA	Whitley silt loam, terrace, 0 to 2 percent slopes	3.11	2.8%		I	5	3050	126	4.2	8.5	45	60
LaD	Latham silt loam, 12 to 20 percent slopes	1.63	1.5%		Vle				2.1	5.1		
Cu	Cuba silt loam	1.31	1.2%		Ilw	5	3050	140	4.2	8.5	48	60
W	Water	1.22	1.1%									
Mp	Morehead silt loam	1.21	1.1%		Ilw		2745	112	4.2	7.7	45	54
St	Stendal silt loam	0.16	0.1%		Ilw		2440	119	4.2	7.7	48	51
Weighted Average						1.2	1085.3	51.6	1.7	4.5	14.3	22.4

14 *- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.
 Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP



map center: 38° 14' 3.51, -83° 29' 22.59

0ft 543ft 1086ft



Rowan County
Kentucky



7/18/2022

FSA INFORMATION

FSA INFORMATION

KENTUCKY

ROWAN

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 1443

Prepared : 8/9/22 10:10 AM

Crop Year : 2022

Operator Name : MCROBERTS FAMILY TRUST
Farms Associated with Operator : 21-205-1443
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
100.75	50.72	50.72	0.00	0.00	0.00	0.00	0.00	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	50.72	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	CORN

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	1.80	0.00	75	
TOTAL	1.80	0.00		

NOTES

Tract Number : 7943

Description : E-6 LAA 4
FSA Physical Location : KENTUCKY/ROWAN
ANSI Physical Location : KENTUCKY/ROWAN
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : MCROBERTS FAMILY TRUST
Other Producers :
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
100.75	50.72	50.72	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel. Activity	Broken From Native Sod
0.00	0.00	50.72	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	1.80	0.00	75

FSA INFORMATION

KENTUCKY
ROWAN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 1443
Prepared : 8/9/22 10:10 AM
Crop Year : 2022

Abbreviated 156 Farm Record

Tract 7943 Continued ...

TOTAL	1.80	0.00
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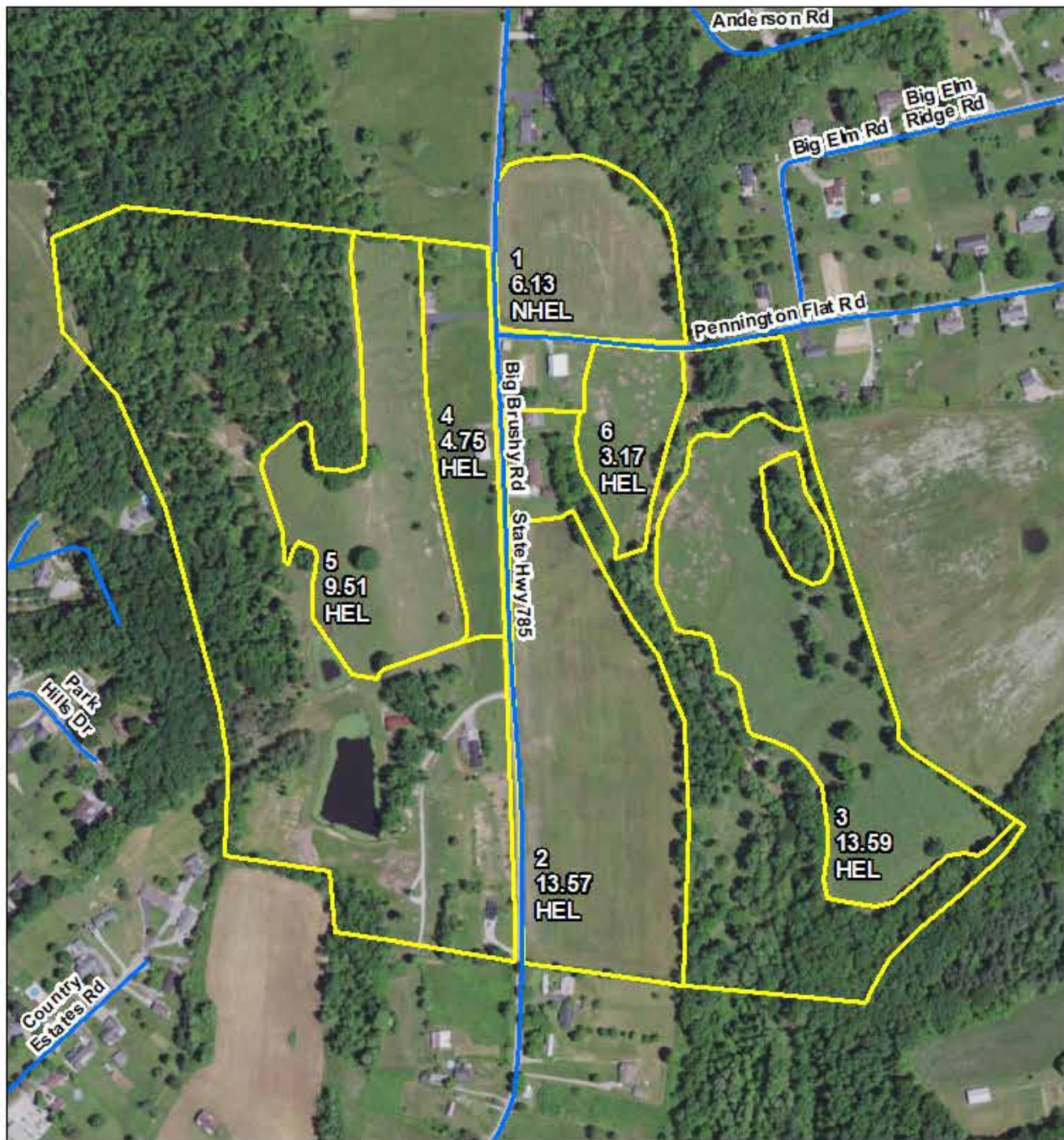
NOTES

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA INFORMATION



United States Department of Agriculture
Farm Service Agency

Farm: 1443
Tract: 7943

Rowan County, KY

1:4,859

March 25, 2022



Legend

National Wetland SDE wetlands

Wetland Determination Identifiers

- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions
- street 100k, j, ky205
- GIS, KY wetlands, j, ky205

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS. This map is for FSA program purposes only. 2020 Imagery

SURVEY

SURVEY

Tracts 1 & 2

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN ON THIS PLAT WAS PERFORMED BY MYSELF & PERSONS UNDER MY DIRECT SUPERVISION BY THE METHOD OF GNSS RTK GPS. GPS USED FOR THIS SURVEY WAS A CARLSON BRX 6+ TRIPLE-FREQUENCY RECEIVER(X2), BASE AND ROVER WITH A CARLSON RT3 TABLET REFERENCE SINGLE ZONE (NAD 83) PER INITIAL AUTONOMOUS OBSERVATION, SCALE FACTOR OF 1, GEOID: CONTINENTALUS_NGSD012B, DATA PASSES A RELATIVE POSITIONAL ACCURACY OF 0.05+100 PPM USING CARLSON SURVNET. THE SURVEY AS SHOWN ON THIS PLAT IS A RURAL CLASS SURVEY AND MEETS OR EXCEEDS ALL SPECIFICATIONS OF THIS CLASS.

TRAVIS A. MCGLONE PLS 3919 DATE 12/20/2018

STATE OF KENTUCKY
TRAVIS A. MCGLONE
 3919
 LICENSED
 PROFESSIONAL
 LAND SURVEYOR

**PLAT OF SURVEY FOR
 STEVEN L. PALFREY & TERESA
 MCROBERTS PROPERTY**

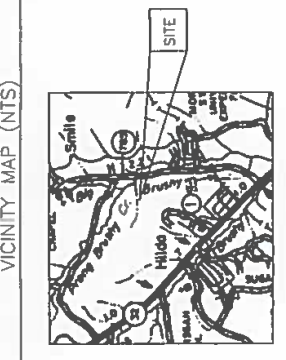
BIG BRUSHY ROAD
 ROWAN COUNTY, KENTUCKY
 DATE: 12/20/2018 SCALE: 1"=300'

CLIENT: TERESA MCROBERTS
 ADDRESS: 44 MILBURN ST APT 2108
 BRONXVILLE, NY 10708

REVIEW DATE: 12/20/2018
 FIELD SURVEY DATE: 12/17/2018

BUFFALO TRACE SURVEYING, LLC

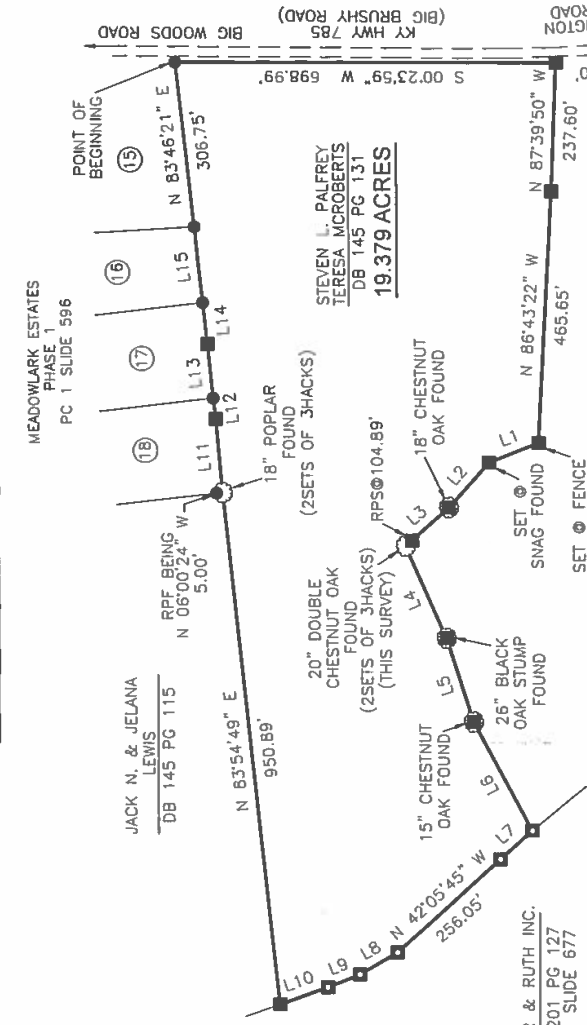
TRAVIS MCGLONE, PLS
 1386 LOGAN RUN ROAD
 FLEMINGSBURG, KY 41041
 PHONE: 505-845-2812
 EMAIL: btsurveying@gmail.com



RECORD SOURCE
 DEED BOOK: 145 PAGE: 131

FIELD SURVEY DATE: 12/17/2018

THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150.



LINE	BEARING	DISTANCE
L1	N 21°31'21" W	97.50'
L2	N 48°24'31" W	111.65'
L3	N 41°17'21" W	106.89'
L4	S 66°15'35" W	185.79'
L5	S 72°24'35" W	162.84'
L6	S 61°54'42" W	226.98'
L7	N 42°22'51" W	79.85'
L8	N 30°21'11" W	80.21'
L9	N 21°35'31" W	63.69'
L10	N 19°34'24" W	93.16'
L11	N 84°52'52" E	137.69'
L12	N 83°27'34" E	38.60'
L13	N 84°24'22" E	99.88'
L14	N 83°58'24" E	76.95'
L15	N 84°05'12" E	142.03'

3 THE KENTUCKY STATE PLANE COORDINATE SYSTEM GPS BASE AND ROVER. GPS OBSERVATIONS ON DATE OF [blank] LEGAL RIGHT OF WAYS, EASEMENTS OF RECORD, W FOR BIG BRUSHY ROAD (KY 785-30' TOTAL). SHOW THE RETRACEMENT SURVEY OF [blank] NEW AND FOUND MONUMENTS ARE RECORD

CLERK CERTIFICATION
 subdivision plat was presented to me by the office of the County Clerk and the City of Morehead, Kentucky on [blank] at [blank] (time).

CLERK/RECORDED RECEPTION NO. [blank]

CERTIFICATION
 I am (We Are) the Owner(s) of record and hereon acquired by the deed recorded in the Rowan County Clerk's office;

ROWAN
 wedged before me this [blank] day of [blank]

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**Includes Land That is NOT
Part of Auction Property.**

COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Tracts 1 & 2

Beacon - Rowan County, KY PVA - Report: 043-00 00 001.20

7/13/22, 12:32 PM



Property Information

Parcel Number 043-00 00 001.20
Location Address BIG BRUSHY
Description 19.351 A-- BIG BRUSHY B-32-67B
Property Class Farm
Tax District County (District 00)
County Tax Rate 0.886
City Tax Rate
Acres 19.35
Previous Owner EGAN HEIRS

[View Map](#)

Owner

PALFREY STEVEN L
44 MILBURN ST APT 2108
BRONXVILLE NY 10708

Assessment

	2023 Upcoming Tax Roll	2022 Certified Tax Roll	2021 Certified Tax Roll	2020 Certified Tax Roll	2019 Certified Tax Roll
Farm Fair Cash Value	\$38,700	\$38,700	\$38,700	\$38,700	\$38,700
+ Farm Land Value	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400
+ Farm Residence Value	\$0	\$0	\$0	\$0	\$0
+ Farm Special Adjustment Value	\$0	\$0	\$0	\$0	\$0
= Farm Ag Value	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400
- Homestead Exemption	\$0	\$0	\$0	\$0	\$0
- Disability Exemption	\$0	\$0	\$0	\$0	\$0
= Taxable Assessment Total	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400

Land

Deed Book & Page 145/131
Lot Size 0
Frontage 0
Depth 0

Recent Sales In Area

Sale date range:

From: 07/13/2012 To: 07/13/2022

Recent Sales in Area

1500 Feet Sales by Distance

No data available for the following modules: Building Information, Sales History, Photos, Sketches.

The Rowan County Property Valuation Administrator's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

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COUNTY TAX INFORMATION

Tracts 3-7

Beacon - Rowan County, KY PVA - Report: 043-00 00 003.00

7/13/22, 12:31 PM



Property Information

Parcel Number 043-00 00 003.00
Location Address 725 BIG BRUSHY ROAD
Description HSE GARAGE & 12.91 ACRES PLUS 80A+- & BARN BIG BRUSHY
Property Class Farm
Tax District County (District 00)
County Tax Rate 0.886
City Tax Rate
Acres 100.51
Previous Owner MCROBERTS LEO & MARY C TRUSTEES

[View Map](#)



Owner

MCROBERTS FAMILY TRUST
 12505 KING STREET
 OVERLAND PARK KS 66213

Assessment

	2023 Upcoming Tax Roll	2022 Certified Tax Roll	2021 Certified Tax Roll	2020 Certified Tax Roll	2019 Certified Tax Roll
Farm Fair Cash Value	\$319,500	\$319,500	\$319,500	\$177,000	\$145,500
+ Farm Land Value	\$18,506	\$18,506	\$18,506	\$18,506	\$21,175
+ Farm Residence Value	\$109,000	\$109,000	\$109,000	\$109,000	\$105,000
+ Farm Special Adjustment Value	\$22,500	\$22,500	\$22,500	\$20,000	\$0
= Farm Ag Value	\$150,006	\$150,006	\$150,006	\$147,506	\$126,175
- Homestead Exemption	(\$40,500)	(\$40,500)	(\$40,500)	(\$39,300)	(\$39,300)
- Disability Exemption	\$0	\$0	\$0	\$0	\$0
= Taxable Assessment Total	\$109,506	\$109,506	\$109,506	\$108,206	\$86,875

Land

Deed Book & Page 277/198
Lot Size 0
Frontage 0
Depth 0

Building Information

Year Built	1989	Central Air	CENTRAL
Num Stories	1 STORY	Fireplace	0
Total Rooms	0	Paved Driveway	N
Num Bedrooms	0	Tennis Court	N
Full Bath	0	Pool	N
Half Bath	0	Building Type	
Family/Den/Rec	0	Living Sqft	1400
Dining Room	0	Basement Sqft	840
Exterior	VINYL	Basement	WALKOUT
Foundation	CONCRETE BLOCK	Basement Percentage	100
Central Heating	ELECTRIC	Garage	OTHER

Sales History

Sale Date	Sale Price	Deed Book/Page	Sale Qualification	Reason	Grantor	Grantee
9/24/2020	\$319,500	277/198	N	B	MCROBERTS LEO & MARY C TRUSTEES	MCROBERTS FAMILY TRUST
1/28/2005	\$0	217/673	N	B	MCROBERTS LEO & MARY	MCROBERTS LEO & MARY C TRUSTEES

COUNTY TAX INFORMATION

Tracts 3-7

Beacon - Rowan County, KY PVA - Report: 043-00 00 003.00

7/13/22, 12:31 PM

Recent Sales In Area

Sale date range:

From: 07/13/2012 To: 07/13/2022

Recent Sales in Area

1500

Feet

Sales by Distance

Photos



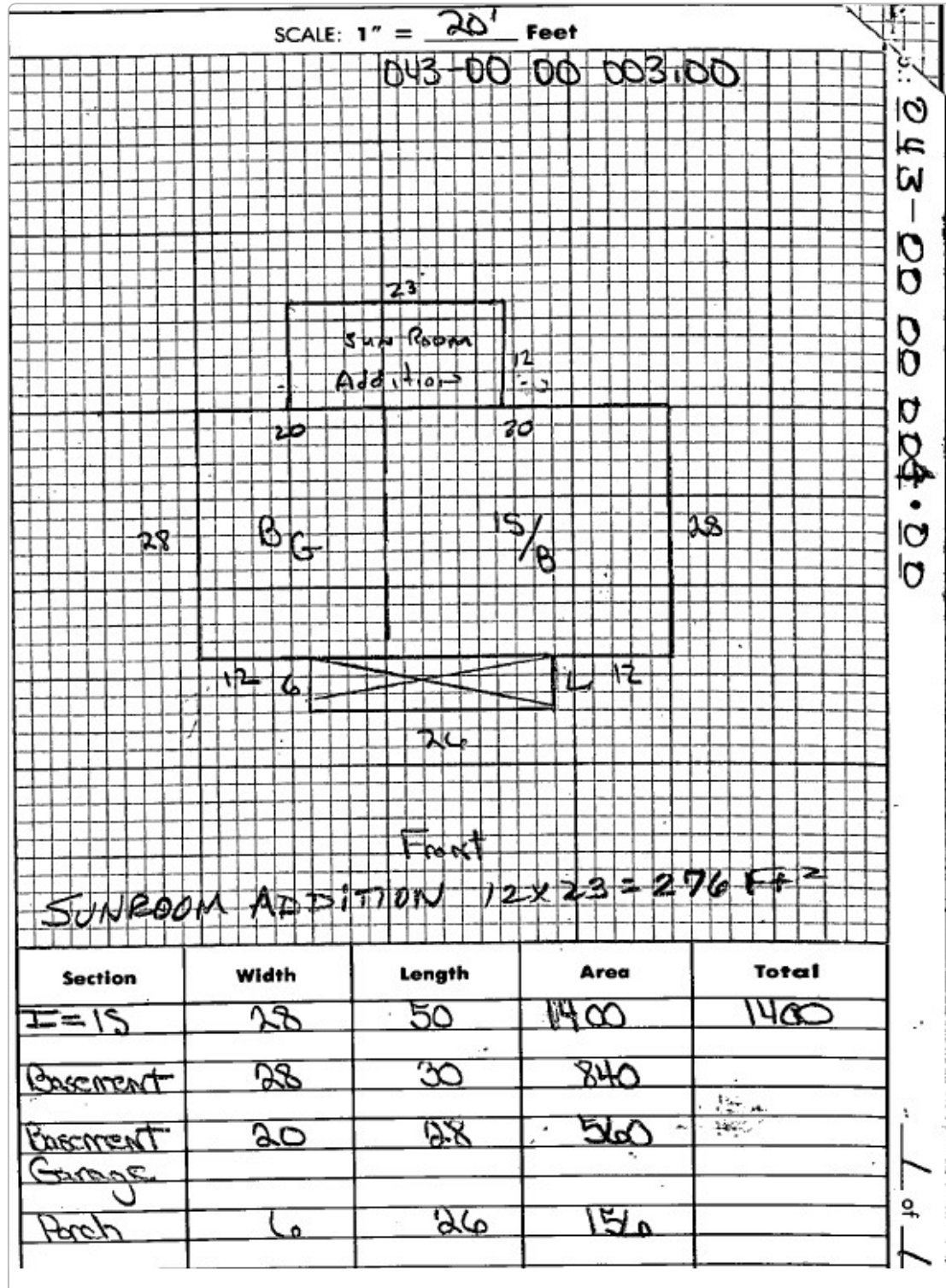
Sketches

COUNTY TAX INFORMATION

Tracts 3-7

Beacon - Rowan County, KY PVA - Report: 043-00 00 003.00

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COUNTY TAX INFORMATION

Tracts 3-7

Beacon - Rowan County, KY PVA - Report: 043-00 00 003.00

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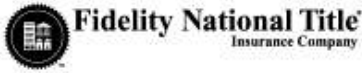
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PRELIMINARY TITLE

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE Issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Fidelity National Title Insurance Company, a Florida corporation** (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
27C165B

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PRELIMINARY TITLE

Commitment No. C2207572LKY

- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements;
 - f. Schedule B, Part II-Exceptions.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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ALTA Commitment for Title Insurance 7-1-2021

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PRELIMINARY TITLE

Commitment No. C2207572LKY

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
 - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**

THIS SECTION INTENTIONALLY BLANK

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ALTA Commitment for Title Insurance 7-1-2021

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance (2021)

Commitment No. C2207572LKY

Transaction Identification Data, which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Office: Fidelity National Title Insurance Co.

Issuing Office's ALTA® Registry ID: 1159766

Commitment Number: C2207572LKY

Property Address: Big Brushy Road, Morehead, KY 40351
725 Big Brushy Road, Morehead, KY 40351

SCHEDULE A

1. **Commitment Date:** August 01, 2022, at 08:00 AM

2. **Policy or Policies to be issued:**

2021 ALTA® Owner's Policy

Proposed Insured: BUYER WITH A CONTRACTURAL OBLIGATION TO THE SELLER

Proposed Amount of Insurance: \$1,000.00

The estate or interest to be insured: Fee Simple

3. **The estate or interest in the land at the Commitment date is:**

Fee Simple

4. **The Title is, at the Commitment Date, vested in:**

STEVEN L. PALFREY and TERESA McROBERTS, husband and wife, in survivorship, as to Tract 1; and MARY C. McROBERTS, AS TRUSTEE OF THE McROBERTS FAMILY TRUST, as to Tracts 2-5.

5. **The land referred is described as follows:**

See Exhibit "A" attached hereto and made part hereof.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:

Jackie Thomas

Authorized Signatory

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance (2021)

Commitment No. C2207572LKY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

DEED from STEVEN L. PALFREY and TERESA McROBERTS, husband and wife, as to Tract 1, and MARY C. McROBERTS, AS TRUSTEE OF THE McROBERTS FAMILY TRUST, as to Tracts 2-5, to BUYER WITH A CONTRACTURAL OBLIGATION TO THE SELLER, conveying the premises described in Schedule A hereof in fee simple, free and unencumbered.

7. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
8. This office has not examined any court action that may pertain to the property listed in this report.
9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance (2021)

Commitment No. C2207572LKY

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any coal, oil, gas, or other mineral rights hereto conveyed, excepted, reserved, or leased, together with all incidental rights thereto.
8. Lien of 2022 State, County, School and other real estate taxes, not yet due and payable.
9. Conditions, stipulations, restrictions, building lines and easements, together with incidental rights, as provided for on the recorded Plats of record in Plat [Cabinet 1, Page 677](#), Plat [Cabinet 2, Page 344](#), and Plat [Cabinet 2, Page 376](#), all in the Office of the Clerk aforesaid.
10. Conditions, stipulations, restrictions, building lines and easements, together with incidental rights, as provided on the Plat attached to the Deed dated July 23, 1973, of record in Deed [Book 98, Page 209](#), in the Office aforesaid.
11. Easement granted Rowan Water, Inc., dated November 12, 1976, of record in Deed [Book 111, Page 270](#), in the Office aforesaid.
12. Easement granted Rowan Water, Inc., dated December 8, 1976, of record in Deed [Book 111, Page 272](#), in the Office aforesaid.
13. Easement granted Rowan Water, Inc., dated December 29, 1976, of record in Deed [Book 111, Page 276](#), in the Office aforesaid.

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance (2021)

SCHEDULE B, PART II Exceptions (Continued)

Commitment No.: C2207572LKY

14. A portion of property conveyed in Deed [Book 144, Page 753](#), in the Office aforesaid was purportedly obtained via adverse possession and/or by mistake. This Commitment is subject to the accuracy of that statement.
15. Boundary Line Agreement as set out in Quitclaim Deed to Establish Boundary Line between Brushy Run Development Corp., and Steven L. Palfrey and Teresa McRoberts, husband and wife, dated September 8, 2001, of record in Deed [Book 200, Page 560](#), in the Office aforesaid.
16. Public Roadway and Right of Way granted to the County of Rowan, by Right of Way Deed dated October 25, 2002, of record in Deed [Book 205, Page 44](#), in the Office aforesaid.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

Commitment No. C2207572LKY

EXHIBIT A

TRACT 1: A certain tract or parcel of land lying and being on the Northwest side of Big Brushy Road, and more particularly described as follows:

Beginning at a steel in set on Northwest right of way of Big Brushy Road and approximately 4 feet North of a 14" hickory in fence line, a corner to Leo McRoberts; thence with said road right of way, North 05° 53' East, 694.22 feet to a steel pin set in drain; thence leaving said road right of way and fence line, South 89° 43' West, 176465 feet to a dead white oak at center of ridge; thence following center of ridge and with existing fence, the following calls: South 17° 44' East, 250.59 feet to a 2 foot chestnut oak; thence South 54° 48' East, 219.32 feet to a 22 inch dead chestnut oak; thence North 67° 01' East, 190.64 feet to a 10 inch chestnut oak; thence North 77° 43' East, 161.64 feet to a 26 inch black oak; thence North 71° 51' East, 187.44 feet to a 28 inch forked chestnut oak; thence South 35° 11' East, 107.37 feet to an 18 inch chestnut oak; thence South 43° 22' East, 111.49 feet to a post; thence South 16° 12' East, 96.91 feet to a corner post, a corner to Leo and Charlie McRoberts; thence with Leo McRoberts' line, South 81° 21' East, 698.99 feet to the point of beginning, containing 19.351 acres, more or less.

Being the same property acquired by Steven L. Palfrey and Teresa McRoberts, husband and wife, by Commissioner's Deed dated March 17, 1989, of record in Deed Book 145, Page 131, in the Office of the Clerk of Rowan County, Kentucky.

TAX DATA: Big Brushy Road

Map No. 043-00 00 001.20

Assessment: FCV \$38,700.00 - Land Only

Farm Assessment: \$4,400.00

2021 State, County and School [taxes](#) in the face amount \$39.19 have been paid.

TRACT 2: Being a 43.396 acre tract of land located on the West side of Kentucky Highway 785 (Big Brushy Road) and on the Northwest side of Cemetery Road, in Rowan County, Kentucky and being more particularly described as follows:

Beginning at an iron pin & cap set at the West right of way of Big Brushy Road corner to Leo & Mary C. McRoberts, by Deed recorded in [DeedBook 217, Page 673](#) (Trust) and corner to Steven L. Palfrey & Teresa McRoberts, by Deed recorded in [DeedBook 145, Page 131](#), both in the Office of the Clerk of Rowan County, Kentucky; thence along the West right of way of Big Brushy Road, South 05° 13' 50" East, a distance of 223.61 feet to an iron pin & cap set, new corner to McRoberts Tracts 1 & 2 and the TRUE point of beginning; thence continuing along the West right of way of Big Brushy Road, South 05° 14' 15" East, a distance of 887.95 feet to an iron pin & cap set; thence South 06° 02' 07" East, a distance of 210.04 feet to an iron pin & cap set, at the junction of Big Brushy Road and Cemetery Road; thence leaving the right of way of Big Brushy Road along the right of way of Cemetery Road, South 82° 28' 07" West, a distance of 19.41 feet; thence continuing along the right of way of Cemetery Road with a curve turning to the left, having an arc length of 86.61 feet, a radius of 134.18 feet and a chord bearing and distance of South 63° 58' 18" West, 85.12 feet; thence South 43° 21' 10" West, a distance of 63.21 feet; thence South 36° 53' 24" West, a distance of 113.65 feet to an iron pin & cap set; thence with a curve turning to the left having an arc length of 113.23 feet, a radius of 147.61 feet and a chord bearing & distance of South 18° 42' 08" West, 110.47 feet to an iron pin & cap set; thence South 03° 45' 30" East, a distance of 406.58 to an iron pin & cap set, corner to Lowell Pennington Cemetery acquired by Deed of record in [DeedBook 185 Page 613](#), in the Office aforesaid; thence leaving the Cemetery Road along the Pennington Cemetery line, North 85° 45' 15" West, a distance of 100.95 feet to an iron pin & cap set in the line of Square MHD LLC, by Deed recorded in Deed Book 262, Page 724, in the Office aforesaid; thence along the Square MHD LLC line, North 01° 33' 55" East, a distance of 51.22 feet to an iron pin & cap set; thence continuing along the Square MHD line, North 78° 23' 05" West, a distance of 100.00 feet to an iron pin & cap set; thence North 77° 53' 05" West, a distance of 100.00 feet to an iron pin & cap set; thence North 79° 23' 05" West, a distance of 100.00 feet to an iron pin & cap set; thence North 79° 53' 05" West, a distance of 100.00 feet to an iron pin & cap set; thence North 73° 26' 06" West, a distance of 100.75 feet to an iron pin & cap set, in the line of MK Owen Rentals LLC, by Deed of record in [DeedBook 260, Page 285](#), in the Office aforesaid; PC-1, Slide 251, Lot 7; thence along MK Owen Rentals LLC line, North 17° 21' 20" East, a distance of 14.40 feet to an iron pin & cap set at a 30 inch White Oak; thence continuing along the MK Owen Rentals LLC line, North 04° 54' 55" West, a distance of 275.96 feet to an iron pin & cap set at a 14" Hickory; thence North 02° 50' 17" West, a distance of 47.53 feet to a 24" White Oak (2 sets of 3 hacks); thence North 08° 57' 20" West, a distance of 91.67 feet to a 22" Black Oak (2 sets of 3 hacks); thence North 19° 12' 07" West, a

PRELIMINARY TITLE

EXHIBIT A (Continued)

Commitment No.: C2207572LKY

distance of 40.45 feet to a 30" Black Oak (2 sets of 3 hacks); thence North 30° 05' 59" West, a distance of 157.79 feet to a 3/4" pinched pipe (no cap) found, corner to Bonnie Sloan Fannin, by Deed recorded in [DeedBook 147, Page 612](#), in the Office aforesaid; PC-1, Slide 232, Unit 3, Lot 54; thence along the Fannin line, North 29° 06' 16" West a distance of 50.00' to a 3/4" pinched pipe (no cap) found, corner to Mitchell D. Kissick, by Deed recorded in [DB 255 PG 727](#), in said Office, Lot 55; thence along the Kissick line, North 19° 43' 58" West, a distance of 24.90 feet to an iron pin & cap set, on the knob corner to Cindy Hammond, by Deed recorded in [DB 266 PG 464](#), in the Office aforesaid, PC-1 Slide 232, Lot 58; thence along the Hammond line, North 13° 21' 39" West, a distance of 25.93 feet to an iron pin & cap set; thence continuing along the Hammond line, North 07° 54' 48" West, a distance of 198.11 feet to an iron pin & cap set, at a 14" Stump; thence North 21° 44' 25" West, a distance of 42.72 feet to an iron pin & cap set, at a dead stump corner to Stephen R. Fuoss, by Deed recorded in [DB 198 PG 370](#), in said Office; PC-1, Slide 232, Lot 60; thence along the Fuoss line, North 20° 45' 49" West, a distance of 70.33 feet to a 3/4" pinched pipe (no cap) found; thence continuing along the Fuoss line North 26° 31' 46" West, a distance of 228.73 feet to a 3/4" iron pinched pipe (no cap) found; thence North 50° 29' 56" West, a distance of 58.95 feet to an iron pin & cap set, at a stump; thence North 49° 14' 13" West, a distance of 21.35 feet to a 1/2" iron pin (no cap) found, at a 24" White Oak, corner to Kinder & Ruth Inc., by Deed recorded in [DB 201 PG 127](#); [PC-1, Slide 677](#); both in said Office; thence along the Kinder & Ruth Inc. line, North 48° 46' 55" West, a distance of 91.95 feet to a 18" White Oak found, (2 sets of 3 hacks); thence continuing along the Kinder & Ruth Inc. line, North 35° 12' 40" West, a distance of 91.69 feet to a 1/2" iron pin & cap found, (not legible) at a board fence; thence along the board fence, North 10° 26' 08" East, a distance of 84.97 feet to an iron pin & cap set at a fence post found; thence North 03° 09' 14" East, a distance of 8.19 feet to an iron pin & cap set at a fence post found; thence North 09° 40' 13" West, a distance of 79.18 feet to an iron pin & cap set, at a fence post found; thence North 22° 08' 06" West, a distance of 24.01 feet, to an iron pin & cap set, at a fence post found; thence North 24° 35' 12" West, (passing a reference iron pin & cap set at 22.20') a total distance of 24.20 feet, to a fence post found; thence North 29° 55' 09" West, a distance of 79.62 feet to an iron pin & cap set at a fence post found; thence North 31° 36' 54" West, a distance of 31.98 feet to an iron pin & cap set, at a fence post found; thence North 33° 36' 34" West, a distance of 111.59 feet to an iron pin & cap set, at a fence post found; thence North 37° 31' 08" West, a distance of 15.68 feet to an iron pin & cap set, at a fence post found; thence North 39° 35' 59" West, a distance of 111.95 feet to an iron pin & cap set, at a fence post found, corner to Steven L. Palfrey & Teresa McRoberts, by Deed recorded in [DB 145 PG 131](#), in the Office aforesaid; thence leaving the board fence along the Palfrey & McRoberts line, North 61° 54' 42" East, a distance of 226.98 feet to an iron pin & cap set, at a 15" Chestnut Oak found; thence continuing along the Palfrey & McRoberts line, North 72° 24' 35" East, a distance of 162.84 feet to an iron pin & cap set, at a 26" Black Oak stump, found; thence North 66° 15' 35" East, a distance of 185.79 feet to a 20" double Chestnut Oak found, (2 sets of 3 hacks); thence South 41° 17' 21" East, (passing a reference iron pin & cap set at 2.00') a total distance of 106.89 feet to an iron pin & cap set at a 18" Chestnut Oak found; thence South 48° 24' 31" East, a distance of 111.65 feet to an iron pin & cap set at a snag, found; thence South 21° 31' 21" East, a distance of 97.50 feet to an iron pin & cap set, at an old fence post corner, found; thence down the hill South 86° 43' 22" East, a distance of 465.65 feet to an iron pin & cap set, new corner to McRoberts Tracts 1 & 2; thence along the new line of McRoberts Tracts 1 & 2, South 05° 23' 55" East, a distance of 157.72 feet to an iron pin & cap set; thence continuing along the new line of McRoberts Tracts 1 & 2, South 06° 21' 39" East, a distance of 200.08 feet to an iron pin & cap set; thence South 87° 07' 46" East, a distance of 26.20 feet to an iron pin & cap set; thence North 81° 36' 25" East, a distance of 56.77 feet to an iron pin & cap set; thence North 05° 22' 06" West, a distance of 59.47 feet to an iron pin & cap set; thence North 40° 51' 20" East, a distance of 63.44 feet to an iron pin & cap set; thence North 84° 47' 39" East, a distance of 102.93 feet to the point of beginning, containing 43.396 acres, more or less

TRACT 3: Being a 1.514 acre tract of land located on the West side of Kentucky Highway 785 (Big Brushy Road), and near its junction with Pennington Flat Road, in Rowan County, Kentucky and being more particularly described as follows:

Beginning at an iron pin & cap set at the West right of way of Big Brushy Road, corner to Leo McRoberts and Mary C. McRoberts, by Deed recorded in [DeedBook 217, Page 673](#), in the Office aforesaid, (Trust) and corner to Steven L. Palfrey & Teresa McRoberts, by Deed recorded in [DB 145 PG 131](#), in said Office; thence along the West right of way of Big Brushy Road South 05° 13' 50" East, a distance of 223.61 feet to an iron pin & cap set, new corner to McRoberts Tracts 1 & 2; thence leaving the right of way of Big Brushy Road along the new line of McRoberts Tracts 1 & 2, South 84° 47' 39" West, a distance of 102.93 feet to an iron pin & cap set; thence continuing along the new line of McRoberts Tracts 1 & 2, South 40° 51' 20" West, a distance of 63.44 feet to an iron pin & cap set; thence South 05° 22' 06" East, a distance of 59.47 feet to an iron pin & cap set; thence South 81° 36' 25" West, a distance of 56.77 feet to an iron pin & cap set; thence North 87° 07' 46" West, a distance of 26.20 feet to an iron pin & cap set; thence North 06° 21' 39" West, a distance of 200.08 feet to an iron pin & cap set; thence North 05°

PRELIMINARY TITLE

EXHIBIT A (Continued)

Commitment No.: C2207572LKY

23 '55" West, a distance of 157.72 feet to an iron pin & cap, set in the line of Palfrey & McRoberts; thence along the Palfrey & McRoberts line, South 87° 39' 50" East, a distance of 237.59 feet to the point of beginning, containing 1.514 acres, more or less.

TRACT 4: Being a 45.413 acre tract of land located on the East side of Kentucky Highway 785 (Big Brushy Road) and on the South side of Pennington Flat Road, in Rowan County, Kentucky and being more particularly described as follows:

Beginning at a point at the junction of right of ways for Big Brushy Road and Pennington Flat Road and corner to Leo McRoberts and Mary C. McRoberts, by Deed recorded in [DB 217 PG 673](#), in the Office aforesaid (Trust); thence along the South right of way of Pennington Flat Road ([DB 205 PG 44](#)) South 88° 07' 34" East, a distance of 149.39 feet to an iron pin & cap set; thence continuing along the South right of way of Pennington Flat Road, South 84° 59' 02" East, a distance of 213.64 feet to a 4" iron pin & cap found (Payne 3493); thence North 89° 27' 43" East, a distance of 134.05 feet to a 1/2" iron pin & cap found (Payne 3493); thence South 86° 19' 31" East, a distance of 62.47 feet; thence crossing Big Brushy Creek, North 81° 06' 00" East, a distance of 22.69 feet; thence North 73° 18' 43" East, a distance of 38.45 feet to an iron pin & cap set; thence North 77° 38' 29" East, a distance of 221.38 feet to a 1/2" iron pin & cap found (RDJ 2241), corner to Lowell & Maxine Pennington, by Deed recorded in [DB 84 PG 565](#), in the Office aforesaid; thence leaving the South right of way of Pennington Flat Road, along the Pennington line, South 13° 52' 46" East, a distance of 220.76 feet to a 1/2" iron pin & cap found (RDJ 2241 - disturbed) in the center of a drain, corner to Rodney & Sandra K. Fugett, by Deed recorded in [DB 187 PG 330](#), in said Office; thence along the Fugett line, South 20° 49' 18" East, a distance of 317.79 feet to a 1/2" iron pin & cap found (Stephens 2321); thence continuing along the Fugett line, South 20° 38' 32" East, a distance of 725.14 feet to an iron pin & cap set; thence South 40° 21' 11" East, a distance of 20.55 feet to an iron pin & cap set; thence South 58° 54' 15" East, a distance of 167.80 feet to a 4" iron pin & cap found (Stephens 2321); thence South 59° 11' 49" East, a distance of 258.26 feet; thence South 62° 27' 17" East, a distance of 18.42 feet to a point in Johnson Branch, corner to Michael O. & Kay Fannin, by Deed recorded in [DB 209 PG 774](#), in the office aforesaid, referenced by a 1/2" iron pin & cap found (Stephens 2321), being South 74° 57' 13" East, 9.44 feet; thence along the Fanning line and the center of Johnson Branch, South 39° 40' 04" West, a distance of 83.01 feet; thence continuing along the Fannin line, and down the center of Johnson Branch, South 60° 45' 45" West, a distance of 189.79 feet; thence South 52° 10' 53" West, a distance of 55.74 feet; thence South 28° 02' 34" West, a distance of 70.46 feet; thence South 43° 27' 44" West, a distance of 180.23 feet; thence South 29° 45' 44" West, a distance of 44.93 feet; thence South 08° 08' 00" West, a distance of 105.95 feet; thence South 23° 53' 42" West, a distance of 36.68 feet; thence South 37° 57' 08" West, a distance of 19.06 feet; thence South 60° 12' 39" West, a distance of 19.07 feet to a point in Johnson Branch, corner to Gelana Pennington by Deed recorded in [DB 253 PG 82](#), in the Office aforesaid; said point is referenced by a 1/2" iron pin & cap found (Stephens 2321) being South 56° 27' 47" East, 42.03 feet; thence continuing along the center of Johnson Branch, along the Pennington line, South 66° 16' 09" West, a distance of 39.05 feet; thence South 69° 54' 26" West, a distance of 52.39 feet; thence North 55° 19' 49" West, a distance of 40.43 feet; thence North 72° 12' 54" West, a distance of 31.77 feet; thence South 71° 13' 09" West, a distance of 22.73 feet, to a point in Johnson Branch near the East bank of Big Brushy Creek; thence leaving Johnson Creek along the East Bank of Brushy Creek, North 04° 28' 26" West, a distance of 10.37 feet to an iron pin & cap set; thence continuing along the East bank of Big Brushy Creek, North 04° 28' 26" West, a distance of 90.28 feet to an iron pin & cap set; thence crossing the creek South 85° 16' 48" West, a distance of 77.05 feet to an iron pin & cap set; thence South 87° 46' 14" West, a distance of 77.15 feet to an iron pin & cap set; thence South 84° 35' 40" West, a distance of 66.69 feet to an iron pin & cap set; thence North 84° 12' 01" West, a distance of 53.57 feet to an iron pin & cap set; thence South 85° 40' 29" West, a distance of 52.01 feet to an iron pin & cap set; thence continuing along the Pennington line, and the line of Tony W. Buttry, by Deed recorded in [DB 220 PG 769](#), in the Office aforesaid; North 85° 23' 19" West, a distance of 480.86 feet to an iron pin & cap set at the East right of way of Big Brushy Road; thence along the East right of way of Big Brushy Road North 02° 47' 13" West, a distance of 408.68 feet to an iron pin & cap set; thence continuing along the East right of way of Big Brushy Road, North 06° 48' 19" West, a distance of 419.01 feet to an iron pin & cap set; thence North 05° 34' 37" West, a distance of 481.90 feet to a 1/2" iron pin (no cap) found corner to Gary M. & Jenetta Pennington, by Deed recorded in [DB 189 PG 28](#), in the Office aforesaid; thence leaving the right of way of Big Brushy Road, along the Pennington line, South 88° 57' 43" East, a distance of 250.00 feet to an iron pin & cap set; thence continuing along the Pennington in [DB 189 PG 28](#) & [DB 206 PG 294](#) line, North 05° 12' 24" West, a distance of 395.53 feet to an iron pin & cap set; thence along the Pennington [DB 206 PG 294](#) line, North 88° 57' 43" West, a distance of 250.00 feet to an iron pin & cap set near the East right of way of Big Brushy Road; thence along the East right of way of Big Brushy Road, North 05° 20' 02" West, a distance of 169.53 feet, to the point of beginning, containing 45.413 acres, more or less.

PRELIMINARY TITLE

EXHIBIT A (Continued)

Commitment No.: C2207572LKY

TRACT 5: Being a 0.225 acre tract of land located on the East side of Cemetery Road and approximately 200' West of Big Brushy Road, in Rowan County, Kentucky, and being more particularly described as follows:

Beginning at the center of a large stump at the East right of way of Cemetery Road, corner to Leo McRoberts & Mary C. McRoberts, by Deed recorded in [DB 217 PG 673](#), in the Office aforesaid, (Trust) and corner to the Purvis Cemetery (no reference found); thence along the East right of way of Cemetery Road, North 00° 22' 39" West, a distance of 42.26 feet to an iron pin & cap set; thence continuing along the East right of way of Cemetery Road, with a curve turning to the right, having an arc length of 91.53 feet, a radius of 117.61 feet and a chord bearing & distance of North 18° 51' 59" East, 89.24 feet to an iron pin & cap set; thence North 36° 59' 58" East, a distance of 21.24 feet to an iron pin & cap set, corner to Nathaniel C. Smith by Deed recorded in [DB 265 PG 34](#) Tract 2, in the Office aforesaid; thence leaving Cemetery Road along the line of Smith, South 24° 20' 16" East, a distance of 166.82 feet to an iron pin & cap set, corner to Purvis Cemetery; thence along the Purvis Cemetery line, North 85° 40' 33" West, (passing a reference iron pin & cap set at 107.05'), a distance of 110.43 feet to the point of beginning, containing 0.225 acres, more or less.

Being a part of the property acquired by Mary C. McRoberts, as Trustee of the McRoberts Family Trust, by Deed dated September 24, 2020, of record in Deed [Book 277, Page 198](#), in the Office of the Clerk of Rowan County, Kentucky.

TAX DATA: 725 Big Brushy Road

Map No. 043-00 00 003.00

FCV Assessment: \$319,500.00 - Land Only

Farm Assessment: \$109,506.00

2021 State, County and School [taxes](#) in the face amount of \$970.22 have been paid.

PHOTOS

PHOTOS



Tract 3



PHOTOS



PHOTOS



PHOTOS



PHOTOS



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