

*Cover page for:*

# **Preliminary Title Insurance Schedules with copies of recorded exceptions**

**(and copy of gas line right of way agreement recorded in  
Deed Book 61, Page 309)**

*Preliminary title insurance schedules prepared by:*

## **Fidelity National Title Insurance Company**

**(File Number: C2207572LKY)**

**Note:** The tract numbers in the preliminary title insurance schedules do not correspond to the auction tract numbers. For purposes of bidding at the auction, and for purposes of the purchase documents, the auction tracts are identified by the tract numbers used in the auction brochure and Exhibit A in the Bidder Packets. The tract numberings are cross-referenced in the tables below.

<b>Auction Tract Numbers:</b>	<b>Title Company's Tract Numbers:</b>
<b>1 &amp; 2</b>	<b>1</b>
<b>3</b>	<b>3</b>
<b>4</b>	<b>Pt. 2</b>
<b>5</b>	<b>5, pt. 2</b>
<b>6 &amp; 7</b>	<b>4</b>

<b>Title Company's Tract Numbers:</b>	<b>Auction Tract Numbers:</b>
<b>1</b>	<b>1 &amp; 2</b>
<b>2</b>	<b>4 &amp; pt. 5</b>
<b>3</b>	<b>3</b>
<b>4</b>	<b>6 &amp; 7</b>
<b>5</b>	<b>Pt. 5</b>

*For September 7, 2022 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**

*On behalf of:*

**Steven L. Palfrey, Teresa McRoberts and the Trustee of the  
McRoberts Family Trust**

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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27C165B

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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.

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Commitment No. C2207572LK Y

## 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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**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.

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**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

## 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°



## EXHIBIT A (Continued)

**Commitment No.:** C2207572LK Y

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 Fanning 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.



## 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

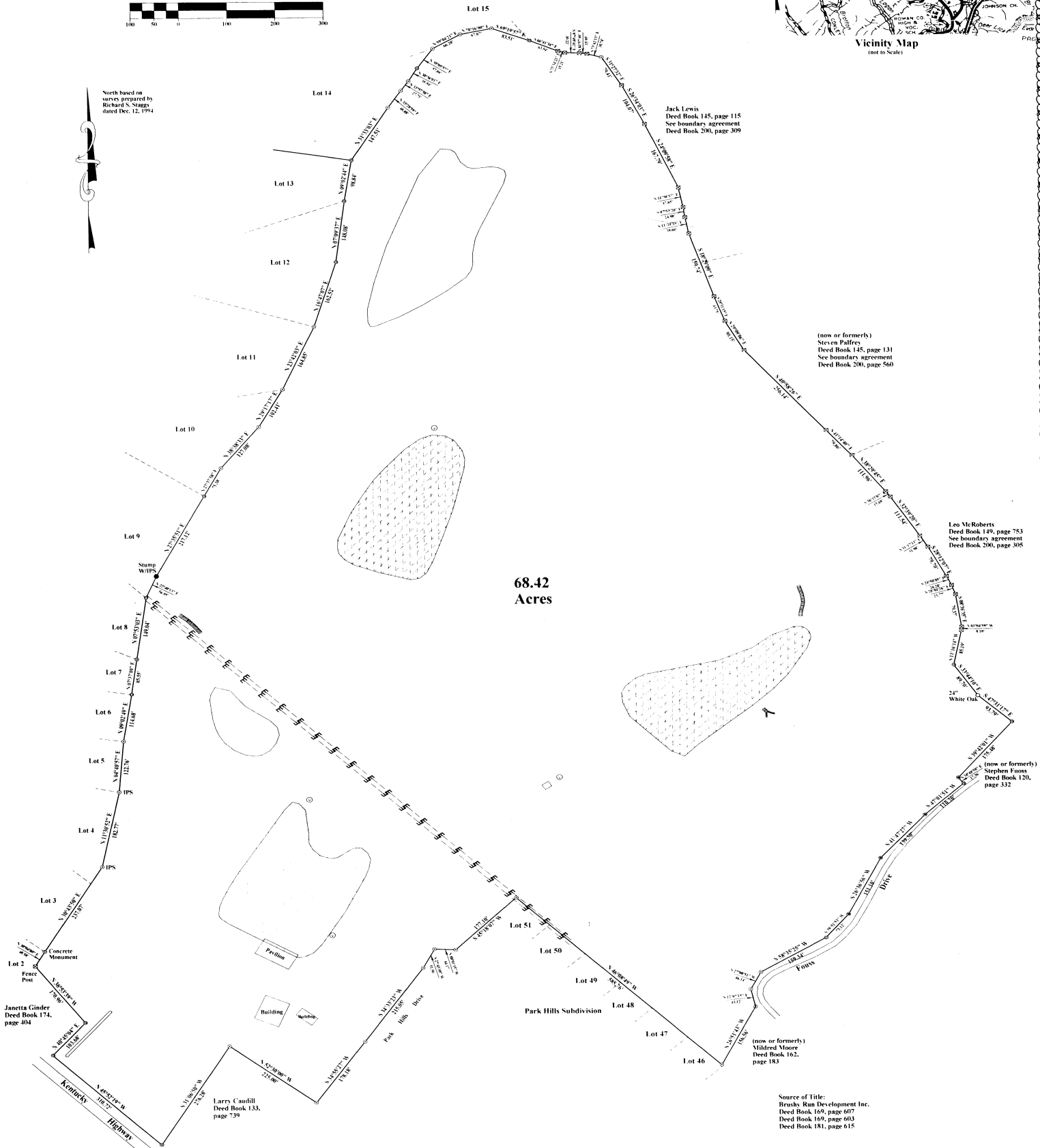
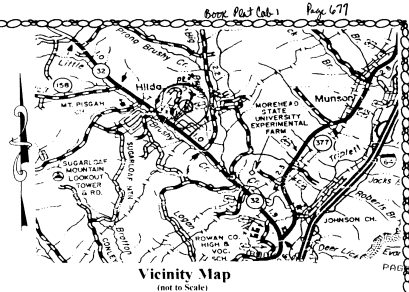
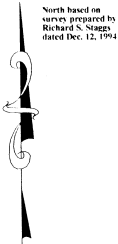
Map No. 043-00 00 003.00

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.

Johnson's Land Surveying  
P. O. Box 4035  
791 Blueberry Ridge Road  
Olive Hill, Kentucky 41164  
Phone No. (606) 286-5916



Janetta Ginder  
Deed Book 174,  
page 404

Larry Caudill  
Deed Book 133,  
page 739

Jack Lewis  
Deed Book 145, page 115  
See boundary agreement  
Deed Book 200, page 309

(now or formerly)  
Steven Paffery  
Deed Book 145, page 131  
See boundary agreement  
Deed Book 200, page 560

Leo McRoberts  
Deed Book 149, page 753  
See boundary agreement  
Deed Book 200, page 305

(now or formerly)  
Stephen Fuoss  
Deed Book 120,  
page 332

(now or formerly)  
Mildred Moore  
Deed Book 162,  
page 183

Source of Title:  
Brushy Run Development Inc.  
Deed Book 169, page 607  
Deed Book 169, page 603  
Deed Book 181, page 615

**Plat of Survey of Property of  
Brushy Run Development Inc.  
Kentucky Highway 32  
Rowan County, Kentucky  
October 06, 2001  
Scale: 1" = 100'**

In my opinion, this plat is a true and correct representation  
of the lands surveyed and has been prepared in conformity  
with the statutory requirements of the Commonwealth of Kentucky.  
The survey was performed under my direction using the method  
of random traverse. The unadjusted mathematical error of closure  
was one in 10,000 or better. The bearings and distances have  
been adjusted for closure. Class A Survey, N = 10"

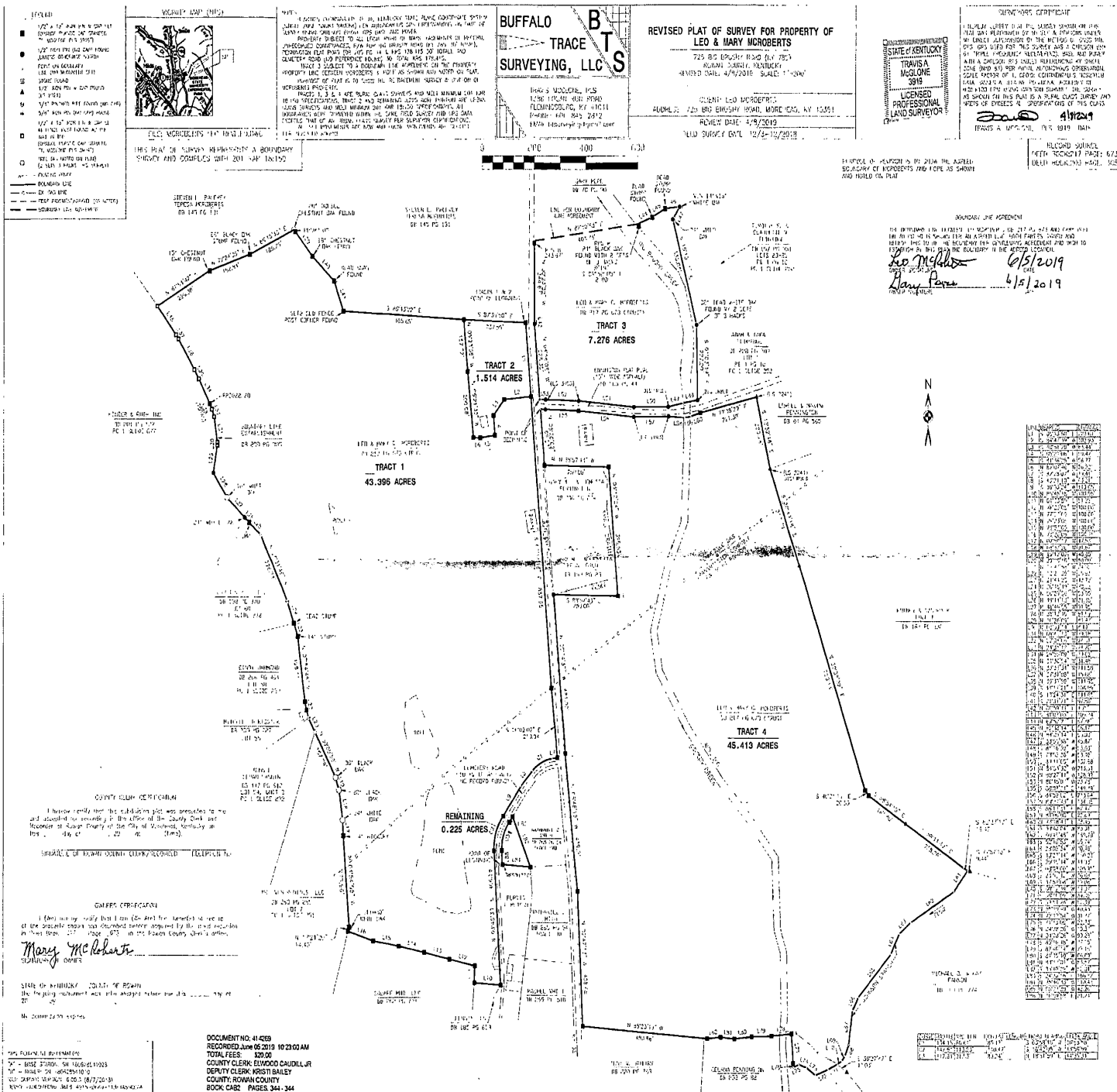


Point Legend

⊠	Fence Post
⊙	Iron Pin Set
⊗	Iron Pin Found
⊕	Meander Point
⊛	Concrete Mon.
⊔	Stump W/IPS
⊕	Tree (see notes)

NOTE: IPF - Iron Pin Found  
Iron Pin Set - 1/2" x 18" rebar  
with orange Plastic Surveyors cap  
stamped P. L. S. 3303

10/06/01  
Date



**LEGEND**

- 1/2" X 18" IRON PIN & CAP SET (ORANGE PLASTIC CAP STAMPED "T. MCGLONE PLS 3919")
- 1/2" X 18" IRON PIN & CAP SET AT FENCE POST FOUND W/PK NAIL (ORANGE PLASTIC CAP STAMPED "T. MCGLONE PLS 3919")
- 1/2" IRON PIN & CAP FOUND (CURD 2766) (PC-1 SLIDE 596)
- POINT ON BOUNDARY LINE (NO MONUMENT SET)
- TREE (AS NOTED ON PLAT)
- RPF REFERENCE PIN FOUND
- RPS REFERENCE PIN SET
- LOT NUMBER PER MEADOWLARK ESTATES PHASE 1 PC-1 SLIDE 596
- BOUNDARY LINE
- CENTERLINE OF ROAD
- EDGE OF ASPHALT

**VICINITY MAP (NTS)**

**BUFFALO TRACE SURVEYING, LLC**

TRAVIS MCGLONE, PLS  
1386 LOGAN RUN ROAD  
FLEMINGSBURG, KY 41041  
PHONE: 606-845-2812  
EMAIL: btsurveying@gmail.com

**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

**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 REFERENCING KY SINGLE ZONE (NAD 83) PER INITIAL AUTONOMOUS OBSERVATION. SCALE FACTOR OF 1, GEOID: CONTINENTALUS\_NGS2012B. 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* 12/20/2018  
TRAVIS A. MCGLONE PLS 3919 DATE

FILE: MCGLONE TERESA.DWG

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

**GPS EQUIPMENT INFORMATION:**

"A" - BASE STATION: SN 180628541028  
"B" - ROVER: SN 180628541010  
RT3: SURVPC VERSION: 6.00.3 (8/7/2018)  
DEVICE ID: 9D976D96-36F8-4915-B680-113E4A55DCAA

**BEARINGS COORDINATED TO THE KENTUCKY STATE PLANE COORDINATE SYSTEM (SINGLE ZONE NAD83 NAVD88) PER AUTONOMOUS GPS OBSERVATIONS ON DATE OF SURVEY USING CARLSON BRX6+ GPS BASE AND ROVER.**

PROPERTY SUBJECT TO ALL LEGAL RIGHT OF WAYS, EASEMENTS OF RECORD, UNRECORDED CONVEYANCES, R/W FOR BIG BRUSHY ROAD (KY 785-30' TOTAL).

PURPOSE OF PLAT IS TO SHOW THE RETRACEMENT SURVEY OF PALFREY & MCROBERTS PROPERTY.

ALL SET MONUMENTS ARE NEW AND FOUND MONUMENTS ARE RECORD PER INDICATED SOURCE.

**COUNTY CLERK CERTIFICATION**

I hereby certify that this subdivision plat was presented to me and accepted for recording in the office of the County Clerk and Recorder of Rowan County at the City of Morehead, Kentucky on this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_ (time).

SIGNATURE OF ROWAN COUNTY CLERK/RECORDED RECEPTION NO.

**OWNERS CERTIFICATION**

I (We) hereby certify that I am (We Are) the Owner(s) of record of the property shown and described hereon acquired by the deed recorded in Deed Book 145, Page 131 in the Rowan County Clerk's office;

*Teresa McRobert*  
SIGNATURE OF OWNER

STATE OF KENTUCKY COUNTY OF ROWAN  
The foregoing instrument was acknowledged before me this 14th day of July, 2020. By *Teresa McRobert*  
My commission expires 5-31-2022  
600489 *Kristi Bailey DC*

DOCUMENT NO: 2005594  
RECORDED: July 15, 2020 03:17:00 PM  
TOTAL FEES: \$50.00  
COUNTY CLERK: ELWOOD CAUDILL JR  
DEPUTY CLERK: KRISTI BAILEY  
COUNTY: ROWAN COUNTY  
BOOK: CAB2 PAGES: 376 - 376

ROWAN COUNTY  
**CAB2 PG376**

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'

(48)

DEED OF CONVEYANCE

This DEED OF CONVEYANCE made and entered into this 23rd day of July 1973, by and between Dewey McRoberts and wife, June McRoberts, Grantors, and Leo McRoberts and wife, Mary J. McRoberts, of Box 276 B, Rural Route 3, Brooksville, Ohio 45309, for and during their joint lives and with the remainder in fee simple to the survivor of them, Grantees.

WITNESSETH: That for and in consideration of the sum of One Thousand (\$1,000.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged by the Grantors, the Grantors hereby bargain, sell, alien and convey unto the Grantees for and during said Grantees' joint lives and upon the death of either of said Grantees then the remainder to the survivor of said Grantees in fee simple, the following described real property located in Rowan County, Kentucky, and being more particularly described as follows, to wit:

BEGINNING at an iron pin, set in the East right of way fence line of the Big Brushy Road, corner to the Charles McRoberts Tract, witnessed by an 8" hickory, which bears N84° 14' W, 33.1'. Bearing tree is in the West right of way fence line of said road, base blazed with hacks painted red pointing to said corner pin; thence, with a new line of said McRoberts; S 83° 00' E, 566.37' to an iron pin set on the West bank of Big Brushy Creek, common to the Carrie McRoberts Tract, witnessed by the following bearing trees; a triple 6" white oak which bears S 83° 00' E, 1.9"; an 8" white oak which bears S 49° 30' W, 186' and a 3" locust which bears N 30° 15' E, 14.8'. Bearing trees are base blazed with hacks, painted red, pointing to said corner pin; thence, with said Carrie McRoberts Tract, along the top of the West bank of said creek, the following calls;

1. N 22° 04' W, 137.42' to a stake.
2. N 35° 40' W, 116.92' to a stake.
3. N 48° 18' W, 147.79' to a stake.
4. N 23° 48' W, 42.38' to an iron pin set in the rear fence line common to Gary Pope, on said bank of the creek, witnessed by the following bearing trees; a 6" triple white oak which bears S 12° 00' E, 38.2' a 6" wild cherry in said fence line which bears N 26° 00' W, 4.7' and a 14" white oak which bears, S. 60° 00' W, 19.3'. Bearing trees base blazed with hacks, painted red, pointing to corner pins; thence, with said Gary Pope Tract; S 81° 50' W, 299.20' to an iron pin in the East right of way fence line of the Big Brushy Road; thence, two (2) lines with said road right of way; 1. S 04° 39' W, 98.65' to an iron pin.
2. S 03° 47' W, 150.54' to the place of beginning, containing 2.94 acres, to be the same, more or less.

Reference is hereby made to the of Richard S. S., registered land surveyor attached hereto and made a part hereof.

Being a part of the same property conveyed to the Grantors herein by Deed from Charles McRoberts, et al, dated May 29, 1970, and recorded June 16, 1971, in Deed Book 93, Page 848, Rowan County Records.

TO HAVE AND TO HOLD all of the above described real property together with all of the rights, privileges, appurtenances and improvements thereunto belonging unto the Grantees for and during said Grantees' joint lives and upon the death of either of said Grantees then the remainder to the survivor of said Grantees, and his or her heirs and assigns forever, with all in full covenants of General Warranty of title.

IN TESTIMONY WHEREOF, the Grantors have each hereunto set their hands on this date which is first above written.

1<sup>st</sup> deed to P.S.  
7-23-73  
Reported 12-73

Dewey McRoberts  
DEWEY MCROBERTS

June McRoberts  
JUNE MCROBERTS

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Naomi Johnson, Notary Public in and for the State and County aforesaid, hereby certify that the foregoing Deed of Conveyance from Dewey McRoberts and wife, June McRoberts, to Mary J. McRoberts and Leo McRoberts, was on this day in Rowan County, Kentucky, produced before me and signed and acknowledged by Dewey McRoberts and June McRoberts each to be his and her voluntary act and deed.

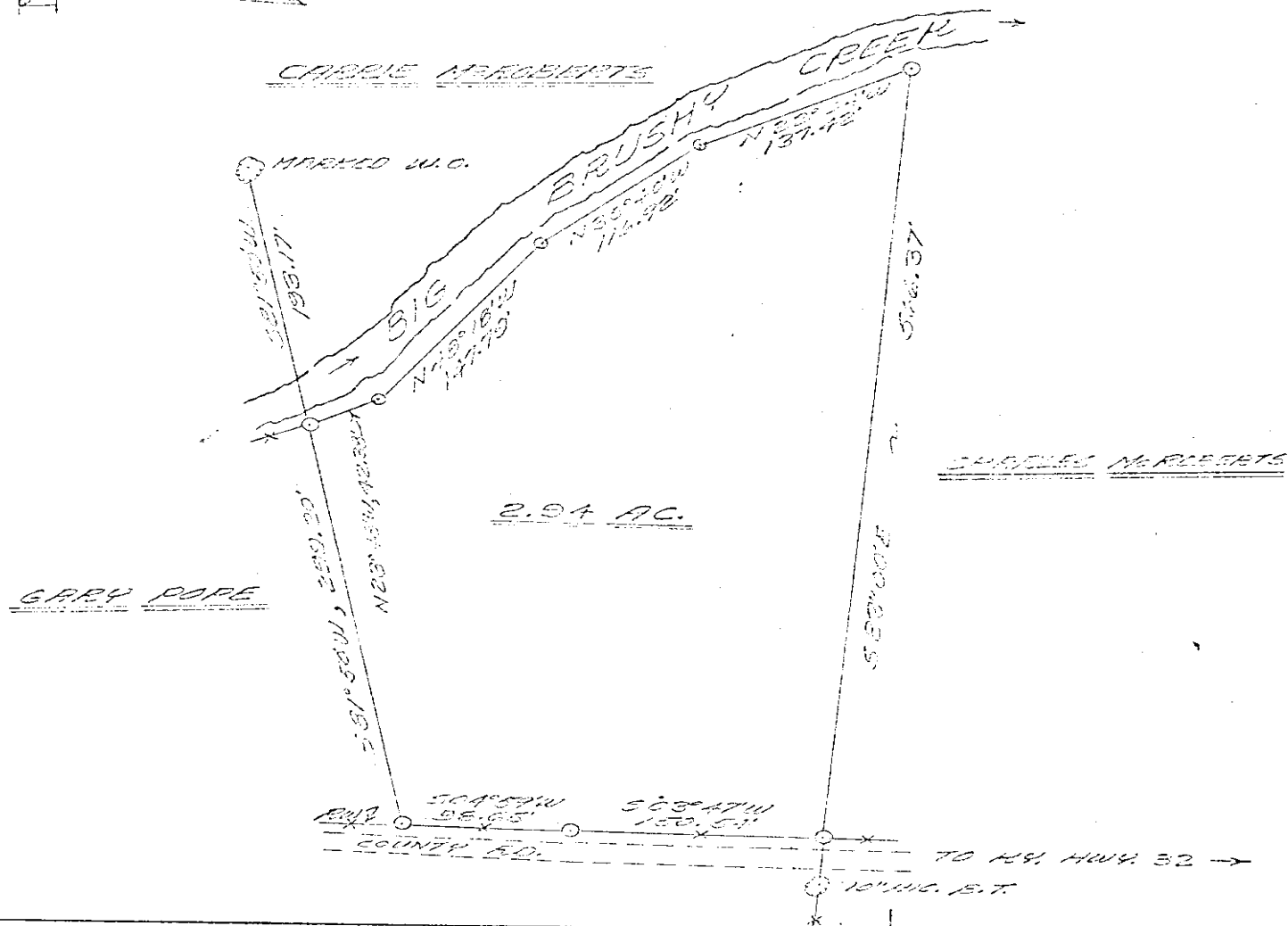
In testimony whereof I have hereunto set my hand and seal of office this 23rd day of July, 1973.

Naomi Johnson  
Naomi Johnson, Notary Public  
State of Ky. at Large.  
My Commission Expires December 29, 1976.

THIS INSTRUMENT PREPARED IN THE  
LAW OFFICES OF HOGGE & BLAIR,  
120 NORMAL AVENUE, MOREHEAD, KENTUCKY

BY: Truman L. Dehner  
Truman L. Dehner, Attorney at Law





PROPERTY DIVISION MAP  
OF A PORTION OF THE  
CHARLES McROBERTS TRACT  
IN ACORN CO, NEAR MOREHEAD, KY.  
SCALE: 1"=100' ~ JULY, 1973  
SURVEY BY: R.S. STAGGS, D.L.S.  
GRAPHIC SCALE

STATE OF KENTUCKY  
RICHARD S. STAGGS  
317  
REGISTERED  
LAND SURVEYOR

R.S. STAGGS

STATE OF KENTUCKY

COUNTY OF ROWAN, SCT.

I, Ottist W. Elam, Clerk of the Rowan County Court, certify that the foregoing Deed of Conveyance from Bewey McRoberts and wife, June McRoberts, to Leo McRoberts and wife, Mary J. McRoberts, was on the 23 day of July, 1973, lodged for record in my office, and that it, the foregoing and this certificate thereon endorsed have been duly recorded in my said office.

Witness my hand and seal of office this 23 day of July, 1973.

Ottist W. Elam Clerk

By: Joan W. Bailey, D.C.

Charlie McRoberts

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Dollar (\$1.00) and other good and valuable consideration, paid to Charles McRoberts and wife, Carrie McRoberts, hereinafter referred to as Grantor, by Rowan Water, Inc., a Kentucky corporation with principal offices in Morehead, Kentucky, hereinafter referred to as the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water lines over, across, and through the land of the Grantor situate in Rowan County, State of Kentucky, said land being described as follows:

Being the same property conveyed to Grantor by Dan Parker Sheriff and by deed dated 1-28-32, recorded in Deed Book 47, Page 302, Rowan County Records, together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of this easement.

This easement is twelve (12) feet in width, the center line of this easement being as shown on Plot 8, Page 67 & 12, of map and plans of Rowan Water, Inc., Extensions (Phase III, ), on file in Rowan County Court Clerk's office.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, his successors and assigns.

This grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 12 day of June, 1976

Charles McRoberts

Carrie McRoberts

(27)

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Ottist W. Elam, Clerk of the Rowan County Court, do hereby certify that on this day the foregoing Right-of-Way Easement was produced before me in the county aforesaid, and acknowledged and delivered by Ch and \_\_\_\_\_ to be \_\_\_\_\_ act and deed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 197\_.

OTTIST W. ELAM, CLERK

BY: \_\_\_\_\_ D.C.

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Paul W Blair, Notary Public in and for the State and County aforesaid, certify that on this day the foregoing Right-of-Way Easement was produced before me in the county aforesaid and acknowledged and delivered by Charles M. Roberts and wife Cassie M. Roberts to be them act and deed.

Witness my hand this 12th day of November, 1976

Paul W Blair  
Notary Public, Kentucky State at Large.  
My Commission Expires: 6-22-79

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Ottist W. Elam, Clerk of the Rowan County Court, certify that on this day the foregoing Right-of-Way Easement was received and lodged in my office for record, and that I have truly recorded it, together with this and the certificate thereon endorsed in my said office.

Witness my hand this 17 day of November, 197\_.

Ottist W. Elam CLERK

BY: Roberta H. Earley D. C.

THIS INSTRUMENT PREPARED IN THE LAW  
OFFICES OF HOGGE, BLAIR & DEHNER  
120 NORMAL AVENUE, MOREHEAD, KENTUCKY

BY: Paul W Blair  
ATTORNEY AT LAW

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Dollar (\$1.00) and other good and valuable consideration, paid to Leo McRoberts and wife, Mary Jewell McRoberts, hereinafter referred to as Grantor, by Rowan Water, Inc., a Kentucky corporation with principal offices in Morehead, Kentucky, hereinafter referred to as the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair maintain, replace and remove water lines over, across, and through the land of the Grantor situate in Rowan County, State of Kentucky, said land being described as follows:

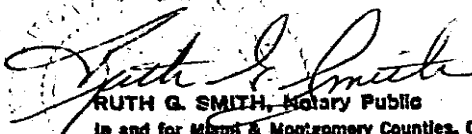
Being the same property conveyed to Grantor by Dewey McRoberts and wife, June McRoberts by deed dated 7-23-73, recorded in Deed Book 98, Page 209, Rowan County Records, together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of this easement.

This easement is twelve (12) feet in width, the center line of this easement being as shown on Plot 9, Page 7, of map and plans of Rowan Water, Inc., Extensions (Phase III), on file in Rowan County Court Clerk's office.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, his successors and assigns.

This grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 8 day of December, 1976.

  
RUTH G. SMITH, Notary Public  
in and for Miami & Montgomery Counties, Ohio  
My Commission Expires April 17, 1978

  
Leo McRoberts

  
Mary Jewell McRoberts

(28)

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Ottist W. Elam, Clerk of the Rowan County Court, do hereby certify that on this day the foregoing Right-of-Way Easement was produced before me in the county aforesaid, and acknowledged and delivered by \_\_\_\_\_ and \_\_\_\_\_ to be \_\_\_\_\_ act and deed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 197\_.

OTTIST W. ELAM, CLERK

BY: \_\_\_\_\_ D.C.

STATE OF ~~KENTUCKY~~ OHIO  
COUNTY OF ~~ROWAN~~ ~~KNOX~~ \_\_\_\_\_, SCT.

I, On Front, Notary Public in and for the State and County aforesaid, certify that on this day the foregoing Right-of-Way Easement was produced before me in the county aforesaid and acknowledged and delivered by \_\_\_\_\_ and \_\_\_\_\_ to be \_\_\_\_\_ act and deed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 197\_.

Notary Public, ~~Kentucky State Commission~~  
My Commission Expires: \_\_\_\_\_

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Ottist W. Elam, Clerk of the Rowan County Court, certify that on this day the foregoing Right-of-Way Easement was received and lodged in my office for record, and that I have truly recorded it, together with this and the certificate thereon endorsed in my said office.

Witness my hand this 17 day of November, 1977.

Ottist W. Elam CLERK

BY: Roberta H. Earley D. C.

THIS INSTRUMENT PREPARED IN THE LAW  
OFFICES OF HOGGE, BLAIR & DEHNER  
120 NORMAL AVENUE, MOREHEAD, KENTUCKY

BY: Tam W. Blair  
ATTORNEY AT LAW



RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That in consideration of One Dollar (\$1.00) and other good and valuable consideration, paid to VINESSA EGAN and a widow, hereinafter referred to as Grantor, by Rowan Water, Inc., a Kentucky corporation with principal offices in Morehead, Kentucky, hereinafter referred to as the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove water lines over, across, and through the land of the Grantor situate in Rowan County, State of Kentucky, said land being described as follows:

Being the same property conveyed to Grantor by Lewin Wright, et al and \_\_\_\_\_ by deed dated 6-9-43, recorded in Deed Book 53, Page 689, Rowan County Records, together with the right of ingress and egress over the adjacent lands of the Grantor, his successors and assigns, for the purposes of this easement.

This easement is twelve (12) feet in width, the center line of this easement being as shown on Plot 11, Page 7, of map and plans of Rowan Water, Inc., Extensions (Phase III), on file in Rowan County Court Clerk's office.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, his successors and assigns, by reason of the installation, operation and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, his successors and assigns.

This grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 29th day of December, 1976.

Vinessa Egan

30

noted for right line of grant 1944-50 1940-45

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Ottist W. Elam, Clerk of the Rowan County Court, do hereby certify that on this day the foregoing Right-of-Way Easement was produced before me in the county aforesaid, and acknowledged and delivered by \_\_\_\_\_ and \_\_\_\_\_ to be \_\_\_\_\_ act and deed.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 197\_.

OTTIST W. ELAM, CLERK

BY: \_\_\_\_\_ D.C.

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Ruth Litton, Notary Public in and for the State and County aforesaid, certify that on this day the foregoing Right-of-Way Easement was produced before me in the county aforesaid and acknowledged and delivered by Vinesa Egan and \_\_\_\_\_ to be her act and deed.

Witness my hand this 29th day of Dec., 1976

x Ruth E. Litton  
Notary Public, Kentucky State at Large, Rowan Co.  
My Commission Expires: \_\_\_\_\_

My Commission Expires Sept. 10, 1979

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Ottist W. Elam, Clerk of the Rowan County Court, certify that on this day the foregoing Right-of-Way Easement was received and lodged in my office for record, and that I have truly recorded it, together with this and the certificate thereon endorsed in my said office.

Witness my hand this 17 day of November, 197\_.

Ottist W. Elam CLERK

BY: Rebecca H. Early D. C.

THIS INSTRUMENT PREPARED IN THE LAW  
OFFICES OF HOGGE, BLAIR & DEHNER  
120 NORMAL AVENUE, MOREHEAD, KENTUCKY

BY: James F. Dehner  
ATTORNEY AT LAW

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made and entered into this 3 day of February, 1989, by and between CHARLES MCROBERTS and wife, CARRIE MCROBERTS, of Route 5, Morehead, Rowan County, Kentucky, GRANTORS, and LEO MCROBERTS and wife, MARY J. MCROBERTS, of Route 5, Box 675, Morehead, Rowan County, Kentucky, for and during their joint lives and with the remainder in fee simple to the survivor of them, GRANTEES.

WITNESSETH: That for and in consideration of the sum of ONE (\$1.00) DOLLAR, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors have bargained and sold and, by these presents, do bargain, sell, transfer, and convey unto the named Grantees, for and during their joint lives and with the remainder in fee simple to the survivor of them, the following tracts or parcels of land lying and being in Rowan County, Kentucky, and more particularly described as follows:

The following tracts of real estate lie on the Big Brushy Fork of Triplett Creek and are bounded and described as follows:

TRACT I

BEGINNING at two chestnut oaks on top of the ridge; thence N 40 W 19 poles to three chestnut oak bushes; thence S 66 1/2 W 33 poles to a chestnut oak; thence S 28 E 62 poles to a set stone and two black oak bushes (formerly a sarvis corner); thence S 10 1/2 W 31 poles to a white oak and set stone; thence S 69 W 23 poles to a white oak and hickory; thence S 7 W 59 poles to a set stone; thence S 79 E 31 poles to a set stone; thence N 69 poles to a white oak; thence N 75 E 84 poles to a set stone corner; thence N 25 W 28 poles to two white oaks; thence N 82 W 19 poles to a willow and two birches; thence W 28 poles to two white oaks, corner to Wright; thence with Wright's line N 83 W 76 poles to the beginning containing 60 acres, more or less.

EXCEPTED AND EXCLUDED from the foregoing conveyance are the following off-sales and/or reservations:

1. A 5.64 acre tract and a 4.33 acre tract conveyed by the Grantors unto the Grantees by deed dated May 30, 1986.

2. The Grantors do not convey, except and exclude from the foregoing tract of land; the after-described parcel of real estate upon which their personal residence is located; said parcel is more particularly described as follows:

A parcel of land lying on the east side of Big Brushy Road with a beginning point at an iron pin in the right of way of Big Brushy Road, corner to Leo McRoberts; then leaving the right of way of Big Brushy Road and running in an easterly direction with a branch a distance of 250 feet, more or less, to an iron pin; then running with the Leo McRoberts line in a southerly direction a distance of 400 feet, more or less, to an iron pin; then running in a westerly direction a distance of 250 feet to an iron pin in the right of way of Big Brushy Road, and continuing with the right of way of Big Brushy Road in a northerly direction a distance of 400 feet to the point of beginning. The personal residence of the Grantors is located on this tract of real estate.

THE FOREGOING BEING A PART OF THE 60-ACRE TRACT (Grant Purvis Property) conveyed to Charles McRoberts by deed from Theodore McRoberts et al. dated June 18, 1951, and recorded in Deed Book 63, Page 588, Rowan County Records, and being a part of the property conveyed to the Grantors herein by deed from Dewey McRoberts et al. dated May 7, 1970, and recorded in Deed Book 91, Page 889, Rowan County Records. Reference is also made to the Affidavit of Descent for Taylor McRoberts, recorded in Deed Book 93, Page 846, Rowan County Records.

#### TRACT II

A certain parcel or tract of land lying and being in Rowan County, Ky., on Big Brushy Creek and bounded as follows: on the west by lands of Taylor McRoberts, on the north by lands of Taylor McRoberts, on the east by lands of Taylor McRoberts, on the south by lands of Melvin Curtis, containing 15 acres, more or less.

EXCEPTED AND EXCLUDED from the foregoing conveyance are the following off-sales and/or reservations:

1. Tract of land containing one-half (1/2) acre, more or less, which is specifically reserved, acknowledged, and known as the Purvis Cemetery.
2. A tract of land containing one (1) acre, more or less, conveyed to Wanda Bowman.

BEING A PART OF, AND ALL OF THE REMAINING UNSOLD LANDS, conveyed to the Grantor, Charles McRoberts, by deed dated January 28, 1932, by Dan Parker, Sheriff of Rowan County, Kentucky, and recorded in Deed Book 47, Page 302, Rowan County Records.

TRACT III

On waters of Big Brushy Creek a tributary of North Fork Triplet Creek, BEGINNING at a Whiteoak stump in the line of Taylor McRoberts, and it being Ephriam Cooper's corner on the Eastside of said creek; thence Eastcourse to a set stone in R.E.L. Johnson's line; Thence a Southcourse-with said Johnson's line to a set stone, corner; Thence Westcourse running down the Branch to a Beachstump corner on the East side of the Creek; Thence Northcourse with the said Creek to the beginning, containing 15 acres more or less, except a strip 30 ft wide and 28 poles long which R.E.L. Johnson, sold to Rowan Co., Ky.

TRACT IV

Lying adjoining to tract No. III and begins at a set stone corner in R.E.L. Johnson's, line; Thence a West course to a set stone to Taylor McRoberts; Thence a Northcourse and running with said McRoberts line to a Whiteoak stump; Thence West with the same line to a set stone on the bank of the Creek; Thence a Northcourse with the said line to set stone on Westside of the Creek at Wallace Kiser's corner; Thence East course with said Kiser's line to a set stone at Johnson's corner; Thence a Southcourse with said Johnson's line to the beginning corner, containing 4 acres more or less, both tracts being the same land conveyed to Luther Cooper, by deed from R.E.L. Johnson, and Hebe R. Johnson, his wife, under date January the 3rd, 1917, and is duly of record in Rowan County Court Clerks Office in Deed Book No. 37. page 78.

BEING THE SAME PROPERTY conveyed by Luther Cooper and wife, Dovie E. Cooper, to Taylor McRoberts by deed dated February 14, 1930. Grantors represent unto the Grantees that by deed dated June 18, 1951, and recorded in Deed Book 63, Page 588, Rowan County Records, the Grantors intended to purchase from the Taylor McRoberts heirs all of their right, title, and interest in all lands in Rowan County, Kentucky, owned by said decedent, Taylor McRoberts, at the time of his death. Grantors further represent unto the Grantees that in the foregoing deed the lands identified in this conveyance as Tract III and Tract IV were omitted by mistake. Grantors further represent unto the Grantees that since June 18, 1951, the Grantors have held actual, open, notorious, and hostile possession of said lands, have occupied said lands, paid taxes on said lands, and used it as their own, without claim, demand, or notice from any of said heirs of Taylor McRoberts

of any nature whatsoever and notwithstanding the foregoing omission, the Grantors claim ownership of said real estate by adverse possession.

SAID PROPERTY is conveyed subject to all easements, restrictions, and reservations of record.

TO HAVE AND TO HOLD said premises and the appurtenances hereunto belonging unto the Grantees, for and during their joint lives and with the remainder in fee simple to the survivor of them, their heirs and assigns, forever, with covenants of General Warranty.

IN TESTIMONY WHEREOF, the Grantors have hereunto subscribed their names the day and date aforesaid.

#.50 Deed Tax  
Pd. 2-6-89  
KMC  
9:45 AM

Charles M. Roberts  
CHARLES MCROBERTS

Carrie M. Roberts  
CARRIE MCROBERTS

STATE OF KENTUCKY)  
COUNTY OF ROWAN )Sct.

I, the undersigned Notary Public for the State and County aforesaid, certify that the foregoing Deed of Conveyance from CHARLES MCROBERTS and wife, CARRIE MCROBERTS, to LEO MCROBERTS and wife, MARY J. MCROBERTS, was this day produced before me in said State and County and was duly signed and acknowledged by CHARLES MCROBERTS and wife, CARRIE MCROBERTS, parties thereto, to be their voluntary act and deed.

Given under my hand and seal of office this 3rd day of ~~January~~ February, 1989.

My Commission expires: August 12, 1990

John C.  
NOTARY PUBLIC



STATE OF KENTUCKY)  
COUNTY OF ROWAN )Sct.  
COUNTY OF ROWAN )

I, Jean W. Bailey, Clerk of the County Court for and within the State and County aforesaid, certify that the foregoing Deed of Conveyance from CHARLES MCROBERTS and wife, CARRIE MCROBERTS, to LEO MCROBERTS and wife, MARY J. MCROBERTS, was on the 11<sup>th</sup> day of February, 1989, duly lodged in my office for record and that it, the foregoing, and this certificate have been duly recorded in my office.

Given under my hand as such Clerk this 11<sup>th</sup> day of February, 1989.

Jean W. Bailey CLERK  
BY: Kim Russell D. C.

PREPARED BY: John Cox

JOHN R. COX  
ATTORNEY AT LAW  
P.O. BOX 9  
MOREHEAD, KY 40351

JEAN W. BAILEY  
ROWAN COUNTY CLERK  
8903600002

RECEIVED

ROWAN COUNTY  
D144 PG 757

**QUITCLAIM DEED TO ESTABLISH BOUNDARY LINE**

This Quitclaim Deed is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between **BRUSHY RUN DEVELOPMENT CORP.**, a Kentucky corporation, 6740 Flemingsburg Road, Morehead, Kentucky 40351, FIRST PARTY, and **STEVEN L. PALFREY** and **TERESA McROBERTS**, husband and wife, 8 Orchard Place, Bronxville, New York 10708, SECOND PARTIES,

WHEREAS First Party and Second Parties are owners of adjacent real estate in Rowan County, Kentucky, the real estate of First Party being real estate conveyed to First Party by deed(s) from: (1) William E. Stewart, single, dated February 22, 1995, recorded in Deed Book 169, Page 607; (2) Kinder Construction Company, dated February 22, 1995, recorded in Deed Book 169, Page 604; and (3) Yondal Adams and wife, Kathy Adams, dated June 20, 1997, recorded in Deed Book 181, Page 615. The subject real estate of Second Parties is the real estate conveyed to them by deed from Ralph E. Derrickson, Master Commissioner, Rowan Circuit Court, dated March 17, 1989, recorded in Deed Book 145, Page 131.

The parties hereto have agreed that a fenceline between their properties constitutes the boundary line between their properties, even though said fenceline may not be located exactly on the correct boundary line.

NOW, in order to formalize said agreement, and definitely establish the boundary line between their respective properties:

1. First Party does hereby transfer, quitclaim and convey to Second Parties, all of First Party's right, title and interest, if any, in and to all property North and/or East of the boundary line between the real estate of First Party and the real estate of Second Party as shown on "Exhibit A" attached hereto.

2. Second Parties do hereby transfer, quitclaim and convey to First Party all of Second Parties' right, title and interest, if any, in and to all property of Second Parties South and/or West of the boundary line as shown on Exhibit A attached hereto.

3. The parties hereto do hereby agree that said boundary line as shown on Exhibit A is and does hereby become the boundary between their respective properties.

Pursuant to KRS Chapter 382, the parties hereto, being duly sworn, state that there is no monetary consideration for this Deed of Conveyance and that this Deed of Conveyance is for the sole purpose of definitely establishing the boundary line between the respective properties of the parties hereto.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day and year first above written.

BRUSHY DEVELOPMENT CORP.,  
FIRST PARTY

BY: [Signature]  
LARRY SLONE, PRESIDENT

ATTEST: [Signature]  
RICHARD WHITE, SECRETARY

[Signature]  
STEVEN L. PALFREY,  
SECOND PARTY

[Signature]  
TERESA McROBERTS,  
SECOND PARTY

STATE OF KENTUCKY  
COUNTY OF ROWAN, SCT.

I, Notary Public for and in the State and County aforesaid, certify that on this day in said State and County, the foregoing Deed of Conveyance was produced before me, signed, acknowledged, and delivered by **LARRY SLONE**, President and **RICHARD WHITE**, Secretary, **BRUSHY RUN DEVELOPMENT CORP.**, First Party, to be the voluntary act and deed of said corporation, and that they, being duly sworn, stated that there is no monetary consideration for this deed of conveyance.

IN TESTIMONY WHEREOF, witness my hand and seal of office this 25  
day of Sept, 2001.

[Signature]  
NOTARY PUBLIC  
STATE OF KENTUCKY AT LARGE  
MY COMMISSION EXPIRES  
2-4-2003

STATE OF NEW YORK

COUNTY OF Westchester SCT.

I, Notary Public for and in the State and County aforesaid, certify that on this day in said State and County, the foregoing Consideration Certificate was produced before me and signed by **STEVEN L. PALPHREY** and **TERESA McROBERTS**, Second Parties, to be their voluntary act and deed, and that they, being duly sworn, stated that there is no monetary consideration for this deed of conveyance.

IN TESTIMONY WHEREOF, witness my hand and seal of office this 8 day of Sept., 2001.

Michela Malandrucolo  
NOTARY PUBLIC  
STATE OF NEW YORK  
COUNTY OF Westchester  
MY COMMISSION EXPIRES

MICHELINA MALANDRUCCOLO  
Notary Public, State of New York  
No. 01MA4975160  
Qualified in Westchester County  
Commission Expires December 3, 2002

THIS INSTRUMENT PREPARED IN THE  
LAW OFFICES OF PAUL W. BLAIR  
233 East Main Street  
Morehead KY 40351-1647  
Phone: 606-784-7578  
Fax: 606-784-7579

BY:

Paul W. Blair  
PAUL W. BLAIR, ATTORNEY AT LAW

j:dee\bigbrushy.deed

DOCUMENT NO: 51131  
RECORDED ON: OCTOBER 03, 2001 03:11:29PM  
TOTAL FEES: \$14.00  
COUNTY CLERK: JEAN W. BAILEY  
COUNTY: ROWAN COUNTY  
DEPUTY CLERK: LETISHA GLOVER

BOOK D200 PAGES 560 - 563

3

ROWAN COUNTY  
D200 Pg 562

Jack N. & Jelana Lewis  
Deed Book 145 Pages 115 & 119

Steven L Palfrey & Teresa McRoberts  
Deed Book 145, Page 131

BRUSHY RUN DEVELOPMENT CORP.

**Point Legend**

☒	Fence Post
□	
⊙	Iron Pin Set
⊕	Iron Pin Found
⊗	Meander Point
⊕	Concrete Mon.
●	Stump W/IPS
⊗	Tree (see note)

**67.41  
Acres**

EXHIBIT A

ROWAN COUNTY

D200

Pg 563

Leo & Mary J.  
McRoberts  
Deed Book 144  
Page 753

24" White Oak

**RIGHT-OF-WAY DEED**

**THIS RIGHT-OF-WAY DEED** made and entered into this the 25<sup>th</sup> day of October, 2002, by and between by **LEO MCROBERTS AND MARY J. MCROBERTS**, husband and wife, whose mailing address is 725 Big Brushy Road, Morehead, Kentucky, 40351, **PARTIES OF THE FIRST PART**, and **THE COUNTY OF ROWAN, KENTUCKY, C/O OFFICE OF THE ROWAN COUNTY JUDGE/EXECUTIVE**, Courthouse, Second Floor 627 East Main Street, Morehead, Kentucky, 40351, **PARTY OF THE SECOND PART**.

**WITNESSETH:**

That the Parties of the First Part, for and in consideration of the benefits to be derived by the citizens of Rowan County, without any monetary consideration whatsoever, do hereby bargain, sell, alien and convey unto the Second Party, the following-described real property lying and being in Rowan County, Kentucky, and being bounded and described as follows:

A certain tract or parcel of land lying in Rowan County, Kentucky near the community of Morehead and located on Pennington Flat Road and more particularly described as follows:

Any monument referred to herein as a set iron pin is a set ½" x 18" rebar with a plastic surveyors cap marked "J. Payne PLS 3493." All bearings herein are referred to the bearings as described on Frank S. and Shirley Mae Meadows (DB. 132, PG. 760) and verified by the iron pins found.

Beginning at a found iron pin at the intersection two thirty (30') foot right-of-ways for Big Brushy Road and Pennington Flat Road also a corner to Charles (deceased) and Carrie McRoberts (DB. 77, PG. 182) now Leo and Mary J. McRoberts;

Thence with said McRoberts for seven (7) calls as follows:

- 1) S 83 degrees 16'23" E, 23.93' to a set iron pin, witness corner and 24.93' in all to a found wooden fence post,
- 2) S 84 degrees 27'58" E, 128.06' to a set iron pin, witness corner, and 129.06' in all to a found wooden fence post,



- 5) N 82 degrees 43'57" E, 48.46' to a set iron pin, witness corner, and 58.46' in all to a found a point in Big Brushy Branch,
- 6) N 84 degrees 52'18" E, 24.60' to a set iron pin,
- 7) N 85 degrees 20'27" E, 31.03' to a set iron pin and corner to Frank S. and Shirley Mae Meadows (DB. 132, PG. 760),

Thence leaving said Meadows and crossing Pennington Flat Road, S 11 degrees 03'45" E, 39.83' to a set iron pin on a new right-of-way line and new point in the line of Leo and Mary J. McRoberts (DB. 144, PG. 753),

Thence with said McRoberts for six (6) calls as follows:

- 1) S 77 degrees 10'22" W, 23.45" to a set iron pin, witness corner, and 38.45' in all to a point in said branch,
- 2) N 84 degrees 57'21" E, 22.69' to a point in the branch,
- 3) N 83 degrees 04'28" W, 20.00' to a set iron pin, witness corner and 62.13' in all to a set iron pin,
- 4) N 86 degrees 35'24" W, 134.16' to a set iron pin,
- 5) N 81 degrees 00'33" W, 213.86' to a point in driveway,
- 6) N 84 degrees 16'13" W, 20.00' to a set iron pin, witness corner, and 129.39' to a set iron pin witness corner and 149.39' in all to a PK Nail set in edge of Big Brushy Road also a new corner to said McRoberts;

Thence leaving said McRoberts and crossing Pennington Flat Road, N 01 degrees 28'10" W, 30.23' to the point of beginning. Containing 0.452 acres according to a survey by James N. Payne, PLS 3493, of Precision Surveys Inc. on August 19, 2002.

Description provided by Grantors.

Being a part of the same property conveyed to Leo and Mary J. McRoberts by deed recorded in Deed Book 144, at Page 753, in the Rowan County records.

Said Right-Of-Way is conveyed by the Parties of the First Part and accepted by Second Party as being to all easements, restrictions, and reservations of record, and with the further and specific reservation that Second Party agrees that said Right-Of-Way shall be used solely for the purpose of a Public Roadway and Right-Of-Way.

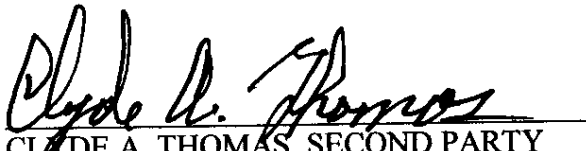
Pursuant to KRS Chapter 382, the parties hereto, being duly sworn, state that the above-stated consideration is true, correct, and full consideration for said Right-Of-Way herein conveyed, and further certify their understanding that falsification of the stated consideration is a class D Felony, subject to 1 to 5 years imprisonment and fines up to \$10,000.00. The Second Party joins this Right-Of-Way Conveyance for the sole purpose to certifying the consideration.

**TO HAVE AND TO HOLD** said property unto the Party of the Second Part, its successors and assigns, with all the rights and privileges thereunto belonging, with covenants of **GENERAL WARRANTY**.

**IN TESTIMONY WHEREOF** the Parties have hereunto subscribed their names, this the day and date aforesaid.

  
LEO MCROBERTS, FIRST PARTY

  
MARY J. MCROBERTS, FIRST PARTY

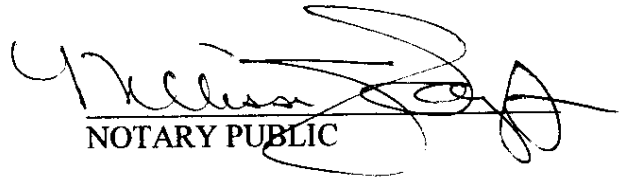
  
CLYDE A. THOMAS, SECOND PARTY  
ROWAN COUNTY JUDGE/EXECUTIVE

COMMONWEALTH OF KENTUCKY  
COUNTY OF ROWAN

I, the undersigned, a Notary Public, in and for the Commonwealth and County, aforesaid, do certify that the foregoing Right-Of-Way Deed, was on this the 25<sup>th</sup> day of October, 2002, acknowledged and sworn to before me by LEO MCROBERTS AND MARY J. MCROBERTS, husband and wife, same to be their free act and deed and for the purpose herein set forth.

My Commission Expires: 2/24/06

\_\_\_\_\_  
(SEAL)

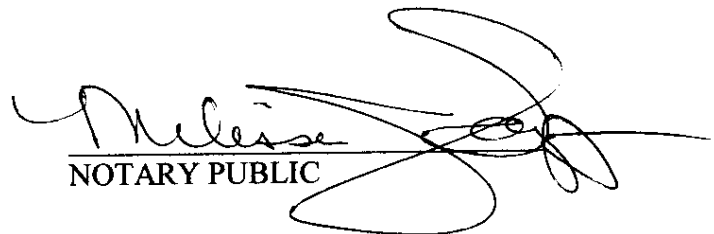
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY  
COUNTY OF ROWAN


I, the undersigned, a Notary Public, in and for the Commonwealth and County, aforesaid, do certify that the foregoing Right-Of-Way Deed, was on this the 25 day of October, 2002, acknowledged and sworn to before me by CLYDE A. THOMAS, ROWAN COUNTY JUDGE/EXECUTIVE, same to be his free act and deed and for the purpose herein set forth.

My Commission Expires: 2/24/06

\_\_\_\_\_  
(SEAL)

  
NOTARY PUBLIC

This Instrument Prepared By:

  
PAUL R. STOKES  
ROWAN COUNTY ATTORNEY  
627 EAST MAIN STREET  
MOREHEAD, KY 40351

DOCUMENT NO: 213178  
RECORDED ON: OCTOBER 25, 2002 05:27:18PM  
TOTAL FEES: \$14.00  
COUNTY CLERK: JEAN W. BAILEY  
COUNTY: ROWAN COUNTY  
DEPUTY CLERK: LETISHA GLOVER

---

**RE: Your file # C2207572LKY; prelim. title insurance schedules for Sept. 7 auction (McRoberts/Palfrey)**

1 message

---

**Wilkins, Vicki** <Vicki.Wilkins@fnf.com>

Tue, Sep 6, 2022 at 3:17 PM

To: "J. Earl Tison" <earl@schraderauction.com>

Cc: "Payne, Sara" <Sara.Payne@fnf.com>, "Riley, Yale" <yale.riley@ctt.com>, "Bush, Seth" <Seth.Bush@fnf.com>, "Thomison, Meah" <Meah.Thomison@fnf.com>, Luke Schrader <luke@schraderauction.com>, Andy Walther <andy@schraderauction.com>, Angie Vance <Angie@schraderauction.com>, "Gaytan, Jennifer" <Jennifer.Gaytan@fnf.com>, "Tucker, Kristine" <Kristine.tucker@fnf.com>

This message was sent securely using Zix®

From Searcher:

The clerk said the attached ROW is the one recorded in Deed Book 61, Page 309 (Not Easement Book).

Thank you,

Vicki

Vicki Wilkins

TitleWave Production Assistant/Commercial

10350 Ormsby Park Place, Suite 301 | Louisville, KY 40223

D: (502) 272-1339 | O: (502) 272-1300

E: [vicki.wilkins@fnf.com](mailto:vicki.wilkins@fnf.com)

Online Resources: [National Agency](#) | [Local Resources](#) | [Facebook](#)





RIGHT OF WAY AGREEMENT

128535

STATE OF KENTUCKY

COUNTY OF Rowan

L.L. 0.7552 360

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Vernita Anderson, Jerry Anderson, Oleta Horne, Garland H. Horne, Luveta Conn, Choncie Conn, Leo McRoberts, Charlie McRoberts, Carrie McRoberts, Lewis L. McRoberts, Classie McRoberts, Hattie McRoberts - Halter, Herbert J. Halter, Earl J. McRoberts, Theo. McRoberts (hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of the sum of twenty-five and no/100 (\$25.00) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TENNESSEE GAS TRANSMISSION COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE), a right of way and easement for the purpose of laying, constructing, maintaining, operating, altering, replacing, and removing pipe lines (with fittings, tie-overs and appliances, including Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, and of erecting, maintaining and removing a line of poles and appurtenances thereto for the operation thereon of telephone, telegraph and electric transmission wires, the Grantee to have the right to select the routes, under, upon, over and through lands of Grantor, situate in the County of Rowan, State of Kentucky, described as follows: Bounded on the North by the lands of Chas. Hagan; on the East by the lands of Arthur Pennington; on the South by the lands of Theo. Curtis; and on the West by the lands of Wm. C. Fennin; and being the same land described in that certain deed dated February 11, 1930, recorded in Deed Book 45, at page 463, and by deed dated September 30, 1910, recorded in Deed Book 16, at page 111, both of the aforementioned deed books being a part of the Public Records in the County Court Clerk's Office of Rowan County, Kentucky, and also being the same land acquired by Grantor by inheritance from Taylor McRoberts who died intestate.

There is also hereby granted the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at any time or from time to time one or more additional lines of pipe, but for each such additional line laid Grantee shall pay Grantor or his agent hereinafter designated Two and 85/100 - - - - Dollars (\$2.85 - - - -) per lineal rod of pipe line within sixty days subsequent to the completion of the construction of such additional line. The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way and easement, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said right of way and easement, unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line, telephone, telegraph, or electric transmission line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserve the right to fully use and enjoy the said premises subject to the rights herein granted; providing, however, that the Grantee shall have the right from time to time to cut and keep clear all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe lines, telephone, telegraph, or electric transmission lines or fittings and appliances appurtenant to any of said lines.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, altering, repairing, removing, changing the size of, and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns; one by the Grantee, its successors or assigns, or in case of more than one ownership of said right of way and easement such appointment shall be made by the Grantee, its successors or assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive.

All payments hereunder may be made direct to the Grantor, or to any one of them, or to Bank, who is hereby appointed agent and authorized to receive and receipt for the same, or said payments may be made by check or sight draft of Grantee payable to the Grantor or agent and mailed to the Grantor at Bank, or to the above named agent at Bank; or, at the option of Grantee, such payments may be made by depositing the same in Bank, at Bank, to the credit of Grantor, or said agent, said bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this right of way grant as originally written covers all the agreements and stipulations between the parties and that no representations or statements verbal or written have been made, modifying, adding to, or changing the terms of said original right of way agreement.

IN TESTIMONY WHEREOF, the Grantors herein have executed this conveyance this 15 day of June, 1949.

Witness:  
Vernita Anderson  
Jerry Anderson  
Oleta Horne  
Garland H. Horne

Luveta Conn  
Choncie Conn  
Leo McRoberts  
Charlie McRoberts  
Carrie McRoberts

Witness:  
Jas. D. Jaggart  
Wallace Crunk  
Jas. D. Jaggart  
Wallace Crunk  
Jas. D. Jaggart  
Wallace Crunk

Lewis L. McRoberts  
Classie McRoberts  
Hattie McRoberts - Halter  
Herbert J. Halter  
Earl J. McRoberts





STATE OF ~~KENTUCKY~~

COUNTY OF

Scioto

SS.

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument of writing was produced to me in said State and County by Charlie McRoberts personally known to me, who acknowledged and delivered the same to be his act and deed.

WITNESS my hand and Notarial Seal this 18th day of June 1949

My Commission will expire on the 24th day of April 1952

George R. Deak

(AFFIX NOTARY SEAL HERE)

NOTARY PUBLIC, Scioto COUNTY, Ohio

State of Kentucky)

County of Rowan )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the above and foregoing instrument in writing was this day produced to me in said County by Jerry Anderson and wife, Vernita Anderson; Garland H. Horne and wife, Oleta Horne; Choncie Conn and wife, Luveta Conn and Lee McRoberts, single, who acknowledged and delivered the same to be their acts and deeds.

Witness my hand and Notarial Seal this 15th day of June, 1949.

My Commission will expire on January 14th 1952.

J. M. Butcher  
Notary Public, Rowan County, Ky.

## PROOF BY WITNESS

STATE OF KENTUCKY

COUNTY OF

Rowan

Personally appeared before me, the undersigned officer in and for said County, in said State, the within named Jas. D. Taggart, one of the subscribing witnesses to the foregoing instrument of writing, who, being first by me duly sworn, upon his oath depose and saith that he saw the within named Earl J. McRoberts; Lewis L. McRoberts and Classie McRoberts whose name(s) (is) (are) subscribed thereto, sign and deliver the same to the said Tennessee Gas Transmission Company; that he, this deponent, subscribed his name as a witness thereto in the presence of the said Earl J. McRoberts; Lewis L. McRoberts and Classie McRoberts and that he saw the other subscribing witness sign his name in the presence of said Earl J. McRoberts; Lewis L. McRoberts and Classie McRoberts and that the subscribing witnesses signed in the presence of each other, on the day and in the year therein mentioned.

Given under my hand and official seal this 2 day of July 1949

Jas. D. Taggart  
Lo Clark Paula Stewart  
Notary Public, in and for Bar County, Kentucky.

MY COMMISSION EXPIRES

## PROOF BY WITNESS

STATE OF KENTUCKY

COUNTY OF

Rowan

Personally appeared before me, the undersigned officer in and for said County, in said State, the within named Jas. D. Taggart, one of the subscribing witnesses to the foregoing instrument of writing, who, being first by me duly sworn, upon his oath depose and saith that he saw the within named Hattie McRoberts Halter and Herbert J. Halter whose name(s) (is) (are) subscribed thereto, sign and deliver the same to the said Tennessee Gas Transmission Company; that he, this deponent, subscribed his name as a witness thereto in the presence of the said Hattie McRoberts Halter and Herbert J. Halter and that he saw the other subscribing witness sign his name in the presence of said Hattie McRoberts Halter and Herbert J. Halter and that the subscribing witnesses signed in the presence of each other, on the day and in the year therein mentioned.

Given under my hand and official seal this 2 day of July 1949

Jas. D. Taggart  
Lo Clark Paula Stewart  
Notary Public, in and for Bar County, Kentucky.

MY COMMISSION EXPIRES

STATE OF KENTUCKY  
COUNTY OF Rowan

PROOF BY WITNESS

Personally appeared before me, the undersigned officer in and for said County, in said State, the within named J. M. Butcher one of the subscribing witnesses to the foregoing instrument of writing, who, being first by me duly sworn, upon his oath deposeeth and saith that he saw the within named Carrie McRoberts

whose name ~~(is)~~ (is) subscribed thereto, sign and deliver the same to the said Tennessee Gas Transmission Company; that he, this deponent, subscribed his name as a witness thereto in the presence of the said Carrie McRoberts; that he saw the other subscribing witness sign his name in the presence of said Carrie McRoberts; and that the subscribing witnesses signed in the presence of each other, on the day and in the year therein mentioned.

Given under my hand and official seal this 17 day of July, 1949

Notary Public in and for State at Large ~~Kent~~ Kentucky.

May 25th, 1953

MY COMMISSION EXPIRES

STATE OF KENTUCKY

ROWAN COUNTY

I, B.P. Day, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing instrument of writing was, on the 8th day of August 1949, lodged in my office for record and that it, the foregoing and this certificate have been duly recorded in my office.

Given under my hand this 17th day of August 1949.

B.P. Day, Clerk  
Rowan County