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August 4, 2006

VIA HAND DELIVERY

RECEIVED

AUG 04 2006

PUBLIC SERVICE
COMMISSION

Elizabeth O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

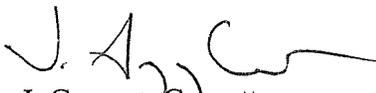
**Re: In the Matter of Petitions of Kentucky Utilities Company and Blue Grass Energy Cooperative Corporation to be Designated as the Retail Electric Supplier for the New Wal-Mart Store in Cynthiana, Kentucky
Case No. 2006-00214
Our File No.: 400001/358795**

Dear Ms. O'Donnell:

Enclosed please find and accept for filing the original and ten (10) copies of Kentucky Utilities Company's Response to Commission Staff's First Data Request dated July 25, 2006 in the above-referenced matter. Please confirm your receipt of this filing by placing the stamp of your Office with the date received on the extra copy of this pleading and return it to me in the enclosed self-addressed stamped envelope.

Should you have any questions or need any additional information, please contact me at your convenience.

Very truly yours,


J. Gregory Cornett

JGC/cja
Enclosures
cc: Parties of Record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

AUG 04 2006

PUBLIC SERVICE
COMMISSION

In the Matter of:

PETITIONS OF KENTUCKY UTILITIES)
COMPANY AND BLUE GRASS ENERGY)
COOPERATIVE CORPORATION TO BE) CASE NO. 2006-00214
DESIGNATED AS THE RETAIL ELECTRIC)
SUPPLIER FOR THE NEW WAL-MART)
STORE IN CYNTHIANA, KENTUCKY)

RESPONSE OF
KENTUCKY UTILITIES COMPANY
TO COMMISSION STAFF'S
FIRST DATA REQUEST
DATED JULY 25, 2006

FILED: August 4, 2006

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Data Request
Dated July 25, 2006**

Case No. 2006-00214

Question No. 1

Witness: Edwin R. Staton – Director, Distribution Operations

Q-1. Pursuant to KRS 278.017(3)(a), describe with specificity the proximity of your existing distribution lines to the proposed site of the Wal-Mart SuperCenter that is the subject of this case. To the extent not already provided by you in this case, provide all relevant supporting materials and documents to include aerial photographs, maps, etc.

A-1. KU has an existing overhead three-phase electric line along Ladish Road, immediately adjacent to the existing Wal-Mart store and the Wal-Mart SuperCenter under construction. That line, as it presently exists, is shown in the photographs attached hereto, as well as on Exhibit A to KU's initial Petition in this proceeding. An approximately 1200 foot section of that line along the Wal-Mart property will be relocated in the near future in connection with a widening of Ladish Road to facilitate increased traffic flow into and out of the Wal-Mart SuperCenter following completion of construction. That relocation will occur regardless of whether KU or Blue Grass provide permanent service to the Wal-Mart SuperCenter.

KU also has an existing tap line extending from its three-phase line along Ladish Road, which line runs along the property line between the land for the existing store and the land purchased for the Wal-Mart SuperCenter. See KU's A-3 (a) below.

As it is presently located, KU's existing three-phase line is approximately 60 feet from the nearest edge of the Wal-Mart SuperCenter facility. Once the three-phase line is relocated in connection with the work on Ladish Road, that line will be only approximately 35 to 50 feet from the Wal-Mart SuperCenter's nearest point, depending upon the exact specifications of the road widening and line relocation.



ATTACHMENT TO QUESTION NO. 1
PAGE 1 OF 3





KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Data Request
Dated July 25, 2006**

Case No. 2006-00214

Question No. 2

Witness: Edwin R. Staton – Director, Distribution Operations

Q-2. Pursuant to KRS 278.017(3)(b), state the date that KU was first furnishing service to this customer and/or in this area, and the age of KU's facilities in this area.

A-2. Unfortunately, many of KU's records in its former Cynthiana office were destroyed by a flood in 1997, thereby limiting the Company's ability to completely trace its historic record of service in the Harrison County area. However, based upon a review of available information, KU believes that it provided service to a cheese factory, located on part of what was originally a large tract of land owned by the LeBus family (the "LeBus property"), in or about 1933. A copy of the deeds evidencing such ownership are attached hereto. Both the existing Wal-Mart and the Wal-Mart SuperCenter are situated on land which was also previously part of the LeBus property. In addition, KU has a map indicating its construction of a distribution line in at least 1946, which line provided service to a barn on the LeBus property. Service to that barn continues to this day. A copy of the relevant portion of that map is also attached hereto.

KU is also the only utility to have provided service to Wal-Mart for its Store No. 591 in Cynthiana, which service has been provided since 1984. KU's existing three-phase line along the Wal-Mart property and Ladish Road, which line serves Wal-Mart as well as other customers in the area, was built in 1970.

106/258

That the parties of the first part, for and in consideration of the sum \$100.00 cash in hand(ONE HUNDRED DOLLARS) and a further consideration of (EIGHT HUNDRED DOLLARS) due upon the day the deed is delivered, possession as soon as possible. It is also agreed that the party of the second part to pay the taxes for 1940 due in 1941, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does bargain, sell convey unto the said parties of the second part, a certain tract or parcel of land lying in Harrison County, Kentucky, and described as follows:

Beginning at a point in the center of the Boyd and Falmouth pike road, corner to lands of Lemuel Bell, thence with said line in a Westernly direction 12 feet to corner of rock fence; continuing in same direction 120 feet more or less, to a pole line of Lem Bell; thence in a Southernly direction 145 feet thence in an Easterly direction 132 feet more or less, to center of said pike; thence in a northerly direction 141 feet to the beginning, containing 11/25 of an acre, of land, more or less, and being all of Lot No 2 and the Northern part of Lot No 1

Being the same land conveyed by Albert Lawson and wife, to grantor herein by Deed dated August 29, 1939, and recorded in Book No 101, page 539, records of the Harrison County Clerk's office.

TO HAVE AND TO HOLD said tract of land, with the appurtenances thereto, belonging, unto the parties of the second part, their heirs and assigns forever, with covenants of general warranty.

In Testimony Whereof, the parties of the first part, have hereunto subscribed their names the day and date aforesaid.

Catherine Skirvin
Lafayette Skirvin

STAMPS \$1.10

STATE OF KENTUCKY

COUNTY OF HARRISON

I, W.M. King, Clerk of the Harrison County Court, do certify that the foregoing deed from Catherine Skirvin and Lafayette Skirvin, to Ed and his wife, was on the 27th day of August, 1940, produced to me in my office and signed and acknowledged by Catherine Skirvin and her husband, Lafayette Skirvin, to be their act and deed.

Given under my hand this the 27th day of August, 1940.

W.M. King, Clerk

By B.C. Penn, D.C.

STATE OF KENTUCKY

COUNTY OF HARRISON

I, W.M. King, Clerk of the Harrison County Court do certify that the foregoing deed was on the 29th day of March, 1945; lodged in my office, certified as above for record, whereupon the same, the foregoing and this certificate are now duly recorded.

Given under my hand this the 29th day of March, 1945.

W. M. King Cl
B. C. Penn D.C.

CLARENCE LEBUS, JR.
AND MARY BELL BURT LEBUS,

TO

JAMES W. WHITT, JR.,
MARY BELL LEBUS WHITT.

*Del to
Clarence Lebus Jr.
5-31-45*

THIS DEED made and entered into this the 6th day of February, 1945, by and between Clarence Lebus, Jr., and Mary Bell Burt Lebus, his wife, parties of the first part, and James W. Whitt, Jr. and Mary Bell Lebus Whitt, his wife, parties of the second part, and Mary Frazer Breckinridge, a wife, party of the third part, all of said parties being of Fayette County, Kentucky.

W I T N E S S E T H:

No a part of this deed as letter dated Nov 9, 1945 from Clarence Lebus to Mr. W. M. King, Jr., re: deed Book 115, p. 730. This Oct 10, 1950 by B.C. Penn, D.C.

106/258

That the parties of the first part, for and in consideration of the sum of \$100.00 cash in hand(ONE HUNDRED DOLLARS) and a further consideration of \$800.00 (EIGHT HUNDRED DOLLARS)due upon the day the deed is delivered, possession given as soon as possible. It is also agreed that the party of the second part, is to pay the taxes for 1940 due in 1941, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents, does bargain, sell and convey unto the said parties of the second part, a certain tract or parcel of land lying in Harrison County, Kentucky, and described as follows:

Beginning at a point in the center of the Boyd and Falmouth Turnpike road, corner to lands of Lemuel Bell, thence with said line in a Westernly direction 12 feet to corner of rock fence; thence continuing in same direction 120 feet more or less, to a point in line of Lem Bell; thence in a Southernly direction 145 feet; thence in an Easterly direction 132 feet more or less, to the center of said pike; thence in a northerly direction 141 feet to the beginning, containing 11/25 of an acre, of land, more or less, and being all of Lot No 2 and the Northern part of Lot No 3.

Being the same land conveyed by Albert Lawson and wife, to the grantor herein by Deed dated August 29, 1939, and recorded in Book No 101, page 539, records of the Harrison County Clerk's office.

TO HAVE AND TO HOLD said tract of land, with the appurtenances thereto, belonging, unto the parties of the second part, their heirs and assigns, forever, with covenants of general warranty.

In Testimony Whereof, the parties of the first part, have hereunto subscribed their names the day and date aforesaid.

Catherine Skirvin

Lafayatt Skirvin

STAMPS \$1.10

STATE OF KENTUCKY

COUNTY OF HARRISON

I, W.M. King, Clerk of the Harrison County Court, do certify that the foregoing deed from Catherine Skirvin and Lafayatt Skirvin, to Ed Brown, and his wife, was on the 27th day of August, 1940, produced to me in my office, and signed and acknowledged by Catherine Skirvin and her husband, Lafayatt Skirvin, to be their act and deed.

Given under my hand this the 27th day of August, 1940.

W.M. King, Clerk

By B.C. Penn, D.C.

STATE OF KENTUCKY

COUNTY OF HARRISON

I, W.M. King, Clerk of the Harrison County Court do certify that the foregoing deed was on the 29th day of March, 1945; lodged in my office, certified as above for record, whereupon the same, the foregoing and this certificate are now duly recorded.

Given under my hand this the 29th day of March, 1945.

W. M. King Clerk.

B. C. Penn D.C.

CLARENCE LEBUS, JR.
AND MARY BELL BURT LEBUS,

TO

JAMES W. WHITT, JR.,
MARY BELL LEBUS WHITT.

*Del to
Clarence Lebus Jr.
5-31-45*

THIS DEED made and entered into this the 6th day of February, 1945, by and between Clarence Lebus, Jr., and Mary Bell Burt Lebus, his wife, parties of the first part, and James W. Whitt, Jr. and Mary Bell Lebus Whitt, his wife, parties of the second part, and Mary Frazer Breckinridge, a widow, party of the third part, all of said parties being of Fayette County, Kentucky.

WITNESSETH:

*W. 430. This Oct. 16, 1950
M. King Clerk
B. C. Penn D.C.*

That for and in consideration of One(\$1.00)Dollar, cash in hand paid, the receipt of which is hereby acknowledged and love and affection which the parties of the first part have for the parties of the second part, their Daughter and Son-in-law, and the further consideration that the parties of the second part assume and agree to pay a mortgage executed by first parties to the Metropolitan Life Insurance Company in the principal sum of Fifty Thousand(\$50,000.00) Dollars, of record in Mortgage Book 37, page 52, in the office of the Clerk of the County Court of Harrison County, Kentucky, the parties of the first part have bargained and sold and do hereby grant and convey unto the parties of the second part for and during their joint lives and upon the death of either of them to the survivor for and during his or her life with the remainder at the death of the survivor in fee simple to the child or children of Mary Bell LeBus Whitt, the child or children of any deceased child of Mary Bell LeBus Whitt taking their parent's share per stirpes, and should there be no child or children of Mary Bell LeBus Whitt, or issue of a deceased child or children of Mary Bell LeBus Whitt surviving at the death of the survivor, James W. Whitt, Jr., or Mary Bell LeBus Whitt, then said property to pass in fee simple to Bertha LeBus, the Daughter, of the parties of the first part, or her heirs at law, subject, however, to the dower interest of Mary Frazer Breckinridge, surviving widow of Clarence LeBus, Sr., deceased, all the following tract or parcel of land situated in Harrison County, Kentucky, on the west side of the South Licking River about one-fourth mile southwest of Cynthiana on the Leesburg Pike or U.S. Highway No 62, and bounded and described as follows:

Beginning at the bottom of the southeast corner of the abutment on the west end of the wooden bridge over South Licking River; thence up the river at or near the water mark where the line of vegetation ceases to grown as follows: South $45\frac{1}{4}$ degrees East 2.96 chains to a point South of the mouth of Gray's Run; thence continuing up said river South 41 degrees East 2.05 chains; South 35 degrees East 6.25 chains; South $9\frac{1}{2}$ degrees East 5.37 chains; South $5\frac{1}{4}$ degrees West 6.65 chains; South 23 degrees West 5.90 chains; South 43 degrees West 3.50 chains; South $53\frac{1}{2}$ degrees West 2.86 chains; South $58\text{-}\frac{3}{4}$ degrees West 8.40 chains; South $54\frac{1}{4}$ degrees West 5.68 chains; South $53\frac{1}{4}$ degrees West 6.27 chains; South 45 degrees West 6 chains; South $32\frac{1}{2}$ degrees West 4.12 chains; South $12\text{-}\frac{3}{4}$ degrees West 5.50 chains; South 1 degree West 5.18 chains; South $5\frac{1}{2}$ degrees East 7.81 chains; South $11\frac{1}{2}$ degrees East 21.30 chains; South $6\frac{1}{4}$ degrees East 13.71 chains; South $20\frac{1}{2}$ degrees East 7.35 chains; South $44\frac{1}{4}$ degrees East 6.04 chains; South $68\frac{1}{2}$ degrees East 4.63 chains; North 88 degrees East 6.93 chains; South $77\frac{1}{2}$ degrees East 4.34 chains to a stone in bank of same in west margin of old dirt road corner to Mrs Mc Clintock; thence with said dirt road as follows: South 15 degrees West 14.14 chains; South $14\frac{1}{2}$ degrees West 3.52 poles; South $46\frac{1}{2}$ degrees West 41 poles; South 31 degrees West 10.54 chains; North $71\frac{1}{4}$ degrees West 39.45 chains; North $18\text{-}\frac{3}{4}$ degrees East 8.19 chains; North $55\frac{1}{2}$ degrees West 13.70 chains to the corner of Mrs M.E. Lydick; thence leaving said road North $32\text{-}\frac{3}{4}$ degrees East 34.51 chains to corner to Spain; a stone; thence North 28 degrees West 2.43 chains to corner to said Spain at end of stone fence; thence North 70 degrees West 5.31 chains to corner to said Spain in curve of stone fence; thence North 80 degrees West 1.79 chains to corner to said Spain at end of stone fence; thence North $63\frac{1}{2}$ degrees West 2.63 chains to a post, corner to said Spain; thence North $53\text{-}\frac{3}{4}$ degrees West 19.73 chains to corner in the center of the Cynthiana and Leesburg Turnpike, corner to said Spain; thence with the center of said turnpike North $37\frac{1}{4}$ degrees East 13.93 chains; North 37 degrees East 29.20 chains; thence North 65 degrees West 25 links to a point in the western drain of said pike; thence with the drain North 38 degrees East 17.66 chains to a stone; thence at right angles to the pike south 52 degrees East 25 links to the center of said pike; thence with the center of said pike North $38\text{-}\frac{3}{4}$ degrees East 7 chs; North 35 degrees East 7 chains; North $55\frac{1}{4}$ degrees East 9 chains; North 48 degrees East 6.28 chains; North $69\text{-}\frac{3}{4}$ degrees East 8.21 chains to the corner of the Fitzpatrick Lot; thence North 59 degrees East 76 links to the Northeast corner of same at the South wing of bridge abutment; thence North 61 degrees East 1 chain to the beginning, containing 483.87 acres, more or less.

There is excepted from the aforementioned tract of land a certain tract or parcel of land located on the above described farm on the South side of South Licking River which was conveyed to Kentucky Cardinal Dairies, a corporation, of Cynthiana, Kentucky, by Frazer D. LeBus and others, by deed dated January 31, 1933, and recorded in Deed Book 97, page 137, in the office of the Clerk of the Harrison County Court, Kentucky, bounded and described as follows:

Beginning at an end post in the fence on the east side of the private roadway on the LeBus "Jo Desha" farm; thence South 24 degrees 45 minutes West 1.20 chains to an iron pin on the east side of said private road; thence South 61 degrees 45 minutes East 5.09 chains to an iron pin 55 feet south of an in the line of the front side of the proposed building site; thence South 81 degrees 15 minutes East 1.66 chains to an iron pin 55 feet south of and in the line of the rear of the said proposed building site; thence North 50 degrees 00 minutes East 2.40 chains to an iron pin on the west bank of South Licking River; thence down the said river on west bank of same North 32 degrees 15 minutes West 4.82 chains to a stake at the mouth of Gray's Run Creek; thence up said creek on South bank of same South 5 degrees 30 minutes East 1.15 chains to a stake; thence South 26 degrees 15 minutes West 1.37 chains to an elm; thence South 56 degrees 15 minutes West 1.11 chains to a hackberry tree; thence South 83 degrees 15 minutes West 1.46 chains to a stake on high bank; thence North 57 degrees 15 minutes West 2.40 chains to the beginning, containing 1.71 acres of land.

Said property comprising the Clarence LeBus "Smith Farm" containing 298.32 acres, the Clarence LeBus "Desha-Handy" farm containing 100 acres and the Clarence LeBus "Joe Desha" Farm containing 83.84 Acres, and

Being a part of the same property conveyed to Clarence Lebus Jr., by Frazer D. LeBus, and Elizabeth Jones LeBus, (his wife, by deed dated August 29, 1941, and of record in Deed Book 103, page 573, in the office of the Clerk of the County Court of Harrison County, Kentucky, and being Tracts Nos 3, 4 and 5, described in said deed, and a part of the property inherited by Clarence LeBus, Jr., from Clarence LeBus, Sr., deceased, as shown by affidavit of Descent recorded in Deed Book _____, page _____, in the aforesaid Clerk's office.

TO HAVE AND TO HOLD said property together with all the appurtenances and privileges thereunto belonging unto the parties of the second part for and during their joint lives and upon the death of either of them to the survivor for and during his or her life with the remainder at the death of the survivor in fee simple to the child or children of Mary Bell Whitt, the child or children of any deceased child of Mary Bell LeBus Whitt taking their parent's share per stirpes, and should there be no child or children of Mary Bell LeBus Whitt, or issue of a deceased child or children of Mary Bell LeBuss Whitt, surviving at the death of the survivor, James W. Whitt, Jr., or Mary Bell LeBus Whitt, then said property to pass in fee simple to Bertha LeBus, the Daughter of the parties of the first part, or her heirs at law, forever, subject ,however, to the dower interest of Mary Frazer Breckinridge, surviving widow of Clarence LeBus, Sr., deceased, in and to said property.

AND the said parties of the first part covenant that they are lawfully seized in fee simple of said property, that they have good and lawful right to sell and convey the same as herein done and that their title to said property is free and unencumbered except for the mortgage hereinabove mentioned and with said exception they WARRANT GENERALLY the said title.

The parties of the first part further grant unto the parties of the second part or to the survivor of them the right to sell and convey all or any part of the property hereinabove described or any subsequent property acquired for the purpose of re-investing the proceeds from said sale in other real estate to be held under like terms and conditions, and no purchaser need look to the application of the purchase money.

The party of the third part for and in consideration of love and affection which she has for the parties of the second part, her Grand-daughter and the husband of said Grand-Daughter, joins herein for the purpose of releasing and she does hereby release, convey and quit-claim unto the parties of the second part, all her right, title and interest in and to the above described property, said interest being her dower interest as the surviving widow of Clarence LeBus, Sr., deceased.

This conveyance is made subject to an easement granted to Kentucky Cardinal Dairies, a corporation, of Cynthiana, Kentucky, in deed from Frazer D. LeBus, and others, dated January 31, 1933, and of record in Deed Book 97, page 137, in the office of the Clerk of the County Court of Harrison County, Kentucky.

Possession of said property shall be given on March 1st, 1945, and the parties of the second part take said property subject to existing leases with the tenants of said property.

IN TESTIMONY WHEREOF, the parties of the first part and third parts have hereunto subscribed their names this the day and year first above written.

Clarence LeBus, Jr.,
Mary Bell Burt LeBus
Mary Frazer Breckinridge

STATE OF KENTUCKY
COUNTY OF FAYETTE

I, Minnie Logan, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing deed of conveyance from Clarence LeBus, Jr., and Mary Bell Burt LeBus, his wife, and Mary Frazer Breckinridge, a widow, to James W. Whitt, Jr and Mary Bell LeBus Whitt, his wife, was this day produced to me in said County and was acknowledged by the said Clarence LeBus, Jr., and Mary Bell Burt LeBus, to be their act and deed, and was further produced to me and acknowledged by the said Mary Frazer Breckinridge to be her free act and deed.

Witness my hand and notarial seal this the 6th day of February, 1945.
My commission expires November, 30, 1948.

Minnie Logan, N.P.F.C.Ky.,

STATE OF KENTUCKY
COUNTY OF HARRISON

I, W.M. King, Clerk of the Harrison County Court, do certify that the foregoing deed was on the 29th day of March, 1945, lodged in my office, certified as above for record, whereupon the same, the foregoing and this certificate are now duly recorded.

Given under my hand this the 30th day of March, 1945.

W. M. King Clerk.
B. C. Penh D.C.

STANLEY BLAKE

TO *del to 10-15-48.*

THOMAS MARQUIS
ROSA B. MARQUIS

THIS INDENTURE, made and entered into this 27th day of March, 1945, between Stanley Blake, a single man, of Harrison County, Kentucky, grantors and Thomas M. Marquis and Rosa B. Marquis, his wife, equally and jointly, of Harrison County, Kentucky, grantees,

WITNESSETH: That the grantors, in consideration of TWENTY SEVEN HUNDRED AND NO/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby bargain, sell and convey unto grantees, Thomas M. Marquis and Rosa B. Marquis, his wife, equally and jointly, their heirs and assigns, the

State of Ohio
County of Franklin

Before me a Notary Public in and for the said County, personally appeared the above names, O. Basom Lair and Helen Lair, his wife, who acknowledged that they did sign their names to the foregoing instrument, and that the same is their free act and deed.

In testimony whereof I have hereunto subscribed my name at Columbus, Ohio, this the 1st day of June, 1933.

(SEAL)

D. Wright

State of Kentucky,
County of Harrison, Sct

I, Wm. J. Pope, Clerk of the Harrison County Court, certify that the foregoing deed from C. Basdom Lair & Co to C. B. Lair Company was on the 20th day of July, 1933 lodged in my office, certified as above for record; whereupon the same the foregoing and this certificate have been duly recorded in my office.

Given under my hand this the 21st day of July, 1933.

Wm. J. Pope Clerk

by *W. O. Shaw* D. C.

FRAZER LEBUS & C

TO

THE KENTUCKY CARDINAL DAIRIES
INCORPORATED.

THIS INDENTURE made and entered into this the 30th day of June, 1933, by and between Frazer D. LeBus, and Elizabeth Jones LeBus, his wife, Clarence LeBus, Jr., and Mary Burt LeBus, his wife, Mary Frazer Breckenridge and Desha Breckenridge her husband, all of Fayette County, Kentucky, as parties of the first part, and the Kentucky Cardinal Dairies, Incorporated, a corporation organized and created under and by reason of the laws of the state of Kentucky, of Cynthiaana, Harrison County, Kentucky, party of the second part. WITNESSETH: That the parties of the first part for and in consideration of the sum of One (\$1.00) Dollar cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged have this day granted, bargained and sold and do by these presents grant, bargain, sell, convey and confirm unto the party of the second part its successors and assigns forever the following described tract of land situated on and being a part of the Clarence LeBus estate "Joe Desha" farm and lying on the waters of the South Licking River and the Grays Run Creeck in Harrison County, Kentucky, and known, bounded and described as follows:-

Beginning at an End Post in the fence on the East side of the private roadway on the LeBus "Joe Desha" Farm; thence S. 24* 45' W. 1.20 chains to an Iron pin on the east side of said private road; thence S. 61* 45' E. 5.08 chains to an iron pin 55 feet south of and in line of the front side of the proposed building site; thence S. 81* 15' E. 1.66 chains to an Iron pin 55 feet south of and in line of the rear of the said proposed building site; thence N. 50* 00' E. 2.40 chains to an Iron pin on the west Bank of South Licking River; thence down the said River on West bank of same, N. 32* 15' W. 4.82 chains to a stake at the mouth of Gray's Run creek; thence up said creek on South bank of same S. 5* 30' E. 1 15 cjaoms tp a stake; thence S. 26* 15' W. 1.37 chains to an Elm tree; thence S. 56* 15' W. 1.11 chains to a Hackberry tree; thence S. 83* 15' W. 1.46 chains to a stake on High Bank; thence N. 57* 15' W. 2.40 chains to the beginning and containing one and 71/100 (1.71) acres of land. Being a part of the same land conveyed to Clarence LeBus, deceased, by Clarissa Desha by deed of date November 22nd, 1902 and recorded in Deed Book 66 page 316 in the office of the Clerk of the Harrison County Court, and which was inherited by Frazer D. LeBus, Clarence LeBus, Jr and Mary Frazer Breckenridge from Clarence LeBus, deceased, they being his only heirs at law. The said Clarence LeBus having departed this life inestate on the 18th day of June, 1928.

It is further understood and agreed between the parties hereto for the consideration aforesaid that the grantee shall have a right of ingress and egress to and from the property herein conveyed.

97/138

TO HAVE AND TO HOLD the said described property together with all and singular the privileges and appurtenances thereunto belonging unto the party of the second part, its successors and assigns forever with covenants of general warranty.

Witness the hands of the parties of the first part this the 30th day of June, 1933.

(STAMPS \$1.00)

Frazer LeBus
Elizabeth Jones LeBus
Clarence LeBus, Jr
Mary Burt LeBus
Mary Frazer Breckenridge
Desha Breckenridge

State of Kentucky,
County of Harrison, Sct

I, O. N. Ewing, Notary Public in and for the County and State aforesaid, whose commission as such expires on August 30th, 1926 do hereby certify that the foregoing deed from Frazer LeBus & Co to the Kentucky Cardinal Dairies, Incorporated, was this day produced to me in my office in the county and state as aforesaid by the grantors, Frazer D. LeBus, Elizabeth Jones LeBus, Clarence LeBus, Jr., Mary Burt LeBus, Mary Frazer Breckenridge and Desha Breckenridge, all of whom are personally known to me, and acknowledged by them to be their act and deed for the purposes therein contained.

Witness my hand and seal of office this the 30th day of June, 1933.

(SEAL)

O. N. Ewing Notary Public
Harrison Co. Kentucky.

State of Kentucky,
County of Harrison, Sct

I, Wm. J. Pope, Clerk of the Harrison County Court, certify that the foregoing deed from Frazer LeBus & Co to The Kentucky Cardinal Dairies was on the 14th day of July, 1933 lodged in my office, certified as above for record; whereupon the same, the foregoing and this certificate have been duly recorded in my office.

Given under my hand this the 21st day of July, 1933.

[Signature] Clerk
by *[Signature]* D.C.

Delko D
10/29/33

CARLOS SPRADLING & C

TO

RAYMOND L. HUFF

THIS DEED OF CONVEYANCE, made and entered into this the 1st day of July, 1933, by and between Carlos Spradling and Ina Spradling his wife, equally and jointly of Berry, Harrison County, Kentucky, party of the first part and Raymond L. Huff of Berry, Kentucky party of the second part, WITNESSETH: That the said party of the first part for and in consideration of the sum of Four Thousand and no/100 (\$4,000.00) Dollars cash in hand paid and a receipt of which is hereby acknowledged by the parties of the first part, do hereby sell and convey to the party of the second part, his heirs and assigns, the following described property, to-wit: Two tracts or parcels of land lying and being in Harrison County, Kentucky, and known, bounded and described as follows:

TRACT NO. 1. BEGINNING at a stone (A) corner to Miller; thence N. 75 E. 18.11 chains to a stone (B) corner to same; thence N. 66 E. 11.08 chains to a stone (C); thence N. 15 1/2 W. 24.97 chains to a stone (D) thence N. 77 E. 8.90 chains to a point (F) in center of dirt road; thence N. 16 W. 9.61 chains to a stone on the west side of said road; thence N. 36 W. 3.05 chains to a stone (G); thence N. 30 W. 4.65 chains to a stone (H) in the line of Earle; thence S. 75 1/4 W. 36 chains to a stone near a white oak (I) thence S. 16.22 E. 43.12 poles to the beginning, containing one hundred and thirty nine and fifty four one hundredths (139.54) acres of land.

TRACT NO. 2. BEGINNING in the center of the county road, thence S. 76 W. 35 1/2 poles to a stone thence E. 15 E. 69 poles to a stone and oak, thence N. 72 E. 65 poles to the center of said county road, thence with its center N. 35 W. 45 1/2 poles N. 58 W. 20 poles N. 20 W. 7 1/2 poles to the beginning containing twenty one and one half (21 1/2) acres of land.

D E E D

* * *

THIS DEED OF CONVEYANCE made and entered into this the

15 day of April, 1983, by and between JAMES W.

WHITT, JR. and his wife MARY BELL LEBUS WHITT, whose mailing address is 1620 Tates Creek Road, Lexington, Kentucky 40507 party of the first part, and WAL-MART PROPERTIES, INC., whose mailing address is 702 S W 8th Street, P. O. Box 116, Bentonville, Arkansas, 72712, party of the second part.

W I L L E S S E E T H:

That the parties of the first part, for and in consideration of the sum of ONE HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED THIRTY FIVE (\$131,835.00) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged,

HAVE BARGAINED AND SOLD and do by these presents grant, bargain, sell, convey and confirm unto the party of the second part, its successors in office, the following real estate lying and being in Cynthiana, Harrison County, Kentucky, and more particularly described as follows:

All that tract or parcel of land situated at the Southeast corner of the Paris-Cynthiana Road (U.S. Highway 27) near Cynthiana in Harrison County, Kentucky, and more fully described and founded as follows, to-wit:

BEGINNING at a concrete monument set in the East right of way of the Paris-Cynthiana Road (U.S. Highway 27) where it is intersected by the South right of way of Ladish Road; thence with the South right of way of Ladish Road for five 8alls; South 50' 00" East 245.31 feet, South 55' 42' 38" East 50' 25 feet, South 50' 00' 00" East 200' 00 feet, South 55' 42' 38" East 50.25 feet and South 50' 00' 00" East 54.76 feet to a concrete monument and a new corner to James W. Whitt, Jr., and Mary Bell LeBus Whitt; thence with James W. Whitt, Jr., and Mary Bell LeBus Whitt for two new lines; South 40' 27' 05" West 385.00 feet to a concrete monument and North 50' 00' 00" East 600' 00 feet to a concrete monument set in the aforesaid East right of way of the Paris-Cynthiana Road (U.S. Highway 27); thence with the Paris-Cynthiana Road (U.S. Highway North 40' 27' 05" East 375.00 feet to the beginning and containing 227,040.021 square feet or 5.212 acres, more or less.

BEING a part of the same property as that conveyed to James W. Whitt, Jr. and his wife, Mary Bell LeBus Whitt by Clarence LeBus, Jr., etc., on the 6th day of February, 1945 and recorded in Deed Book 106, Page 258 in the office of the Harrison County Court Clerk, Cynthiana, Kentucky 41131.

TO HAVE AND TO HOLD the above described tract or parcel of real estate together with all and singular its privileges and appurtenances thereunto belonging or in anywise appertaining unto

1621
761

789

162/762

the party of the second part, its successors in office, with covenants of "General Warranty".

The parties of the first part do further convey to the party of the second part a temporary easement over real estate belonging to the parties of the first part which adjoins the property conveyed herein. The temporary easement conveyed herein is for the purpose of allowing the party of the second part to borrow fill dirt from the remainder of the adjoining property of the parties of the first part. Said temporary easement pursuant to the terms of paragraph 18 of the Option to Purchase and Purchase Agreement which the parties of the first part and the party of the second part entered into on the 26th day of July 1982. In no event shall the temporary easement conveyed herein survive longer than necessary for the construction of contemplated improvements by the party of the second part on the property conveyed herein.

In the event the party of the second part has not commenced construction of improvements on the herein-conveyed property on or before April 15, 1985, then party of the first part reserves the right to repurchase said property for the price of \$131,835.00 by giving written notice to party of the second part on or before May 15, 1985 of its intent to repurchase. In such event, the closing shall take place no later than June 15, 1985. If party of the first part does not so notify party of the second part and/or close within the aforesaid time periods, then the reservation of the option to repurchase the property shall terminate. Additionally, if party of the second part has commenced construction of improvements on the property on or before April 15, 1985, then the reservation of the option of the party of the first part to repurchase the property contained in this Deed shall automatically terminate and shall thereafter be null, void, and of no further force or effect.

ATTACHMENT TO QUESTION NO. 2
PAGE 9 OF 24

IN TESTIMONY WHEREOF, the parties of the first part have hereto subscribed their names, this the day and year first above written.

Tax collected \$132.00

James W. Whitt, Jr.
James W. Whitt, Jr.

Mary Bell LeBus Whitt
Mary Bell LeBus Whitt

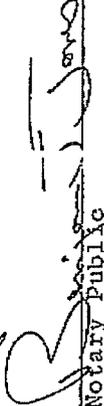
by James W. Whitt, Jr. - A.I.F.

162/163

STATE OF KENTUCKY §
 §
COUNTY OF §

SCT.

The foregoing Deed was this day signed and acknowledged to before me, a Notary Public, by James W. Whitt, Jr., and his wife, Mary Bell LeBus Whitt, this the 15th day of April, 1983


Notary Public
State of Kentucky / at Large

Commission Expires: 28th day of May, 1984.

I hereby certify that this instrument was drafted by:
Benjamin J. Jones, Attorney
KEITH & KEITH
P. O. Box 247
Cynthiana, Kentucky 41031



STATE OF KENTUCKY §
 §
COUNTY OF HARRISON

SCT.

I, Ralph E. Coppage, Clerk of the Harrison County Court do certify that the foregoing Deed was on the 15th day of April, 1983, at 10:50 A.M. lodged in my office certified as above for record, whereupon, the same and this certificate are now duly recorded.

GIVEN under my hand this the 16th day of April, 1983.

 Clerk

 D.C.

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DUB TR AMERICA
Lancaster
5-5-06

THIS DEED, made and entered into this 28th day of April, 2006 by and between MARY BELL LEBUS WHITT, a single person, whose mailing address is 1620 Tates Creek Road, Lexington, Kentucky 40502, Grantor, and WAL-MART STORES EAST, LP, a Delaware limited partnership, whose mailing address is 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550, Grantee.

WITNESSETH:

THAT for and in consideration of the total sum of One Million, Five Hundred Seventy-Five Thousand Seven Hundred Thirty-Seven Dollars and Fifty Cents (\$1,551,454.50), cash in hand paid, the receipt of all of which is hereby acknowledged, Grantor hereby conveys to Grantee, in fee simple, with Covenant of GENERAL WARRANTY, the following described property, located in Harrison County, Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title, and this conveyance is made subject to, the Permitted Exceptions as shown on Exhibit B attached hereto and made a part hereof, and taxes and assessments for the current year, which taxes and assessments and those of succeeding years, Grantee assumes and agrees to pay.

CONSIDERATION CERTIFICATE

The parties hereto state that the consideration reflected in the deed is the full consideration paid for the property. The Grantee joins in this deed for the sole purpose of certifying the consideration pursuant to KRS 382.135.

IN TESTIMONY WHEREOF, witnesseth the signatures of the parties as of the date first above written.

290 / 622

GRANTOR

Mary Bell LeBus Whitt
Mary Bell LeBus Whitt

By: Mary Whitt Fishel
Mary Whitt Fishel, Attorney-In-Fact,
pursuant to a General Power of Attorney dated
September 15, 1997, of record in Deed Book
243, page 719, in the Harrison County Clerk's
office.

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Deed and Consideration Certificate was acknowledged, subscribed and
sworn to before me this 27 day of April, 2006, by Mary Whitt Fishel, as Attorney-in-Fact for
and on behalf of Mary Bell LeBus Whitt, a single person.

My Commission expires: 6-28-09

Melissa Ral
NOTARY PUBLIC

LODGED FOR RECORD
HARRISON COUNTY CLERK

MAY 03 2006
TIME 2:00 PM
LINDA B. FURNISH
CLERK HARRISON CO.
DAYS 1000.00

290 | 623

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC, a Delaware
limited liability company and general partner

By: [Signature]
Robert Stoker, Assistant Vice President

STATE OF ARKANSAS)
COUNTY OF BENTON)

Approved as to legal terms only
By: [Signature]
WAL-MART LEGAL TEAM
Date 4/27/06

The foregoing Consideration Certificate was subscribed and sworn to before me
this 27th day of April, 2006, by Robert Stoker, as Assistant Vice President of WSE
Management, LLC, a Delaware limited liability company and general partner of Wal-Mart Stores
East, LP, a Delaware limited partnership, for and on behalf of the partnership.

My Commission expires: _____

CINDY HOWE
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires 02-25-2007

[Signature]
NOTARY PUBLIC

PREPARED BY:

[Signature]
James T. Hodge
WYATT, TARRANT & COMBS, LLP
Lexington Financial Center
250 West Main Street, Suite 1600
Lexington, Kentucky 40501
(859) 233-2012

State of Kentucky
County of Harrison
I, Linda B. Furnish, Clerk of the Harrison County Court, do hereby
certify that the foregoing Deed was on the 27th day
of April, 2006 at 2:00 PM logged in my office
certified as above for record; whereupon, the same and this certificate
are now duly recorded.
Given under my hand this the 4th day of May, 2006
Linda B. Furnish, Clerk
[Signature] D.C.

30405348.2
4/25/2006 5:07 PM

590/ 624

EXHIBIT "A"

Legal Descriptions

PARCEL 7 BOUNDARY DESCRIPTION

ALL OF THAT TRACT OR PARCEL OF LAND SITUATED IN CYNTHIANA, HARRISON COUNTY, KENTUCKY, AND BEING ALL OF PARCEL 7 AS SHOWN ON THE PLAT OF RECORD IN PLAT BOOK 3, PAGE 99, AND AS SHOWN ON THE MINOR SUBDIVISION PLAT OF MARY BELL LEBUS WHITT, LADISH ROAD AND U.S. HWY 27, CYNTHIANA, KENTUCKY, OF RECORD IN PLAT CABINET 6, SLIDE 25, IN THE HARRISON COUNTY CLERK'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN WITH SURVEY CAP NO. 316 FOUND THIS SURVEY BEING COMMON TO WAL-MART REAL ESTATE BUSINESS TRUST (DEED BOOK 230, PAGE 93),

THENCE WITH PARCEL NO. 8 OF SAID SUBDIVISION:
SOUTH 50°48'29" EAST 220.36 FT. TO AN IRON PIN SET,
COMMON TO THE MARY BELL WHITT RESERVED PARCEL (DEED BOOK 106, PAGE 258, WILL BOOK EE, PAGE 115),

THENCE WITH SAID WHITT PROPERTY:
SOUTH 39°42'17" WEST 200.00 FT. TO AN IRON PIN SET,
COMMON TO LAVONNE PROPERTIES (DEED BOOK 272, PAGE 206) AND BEING PARCEL NO. 3 AS SHOWN ON THE SAID JAMES W. AND MARY BELL WHITT SUBDIVISION PLAT,

THENCE WITH LAVONNE PROPERTIES AND WITH PARCEL NO. 5:
NORTH 50°44'09" WEST 515.00 FT. TO AN IRON PIN SET,
COMMON TO LAVONNE PROPERTIES (DEED BOOK 272, PAGE 206) AND BEING PARCEL NO. 2 AS SHOWN ON SAID SUBDIVISION PLAT,

THENCE WITH LAVONNE PROPERTIES AND WITH PARCEL NO. 2:
NORTH 39°41'17" EAST 200.00 FT. TO AN IRON PIN SET,
COMMON TO WAL-MART REAL ESTATE BUSINESS TRUST (DEED BOOK 230, PAGE 93),

THENCE WITH SAID WAL-MART PROPERTY:
SOUTH 50°41'29" EAST 294.66 FT TO THE POINT OF BEGINNING, AND CONTAINING 2.363 ACRES.

BEING A PART OF THE SAME PROPERTY CONVEYED TO JAMES W. WHITT, JR. AND MARY BELL LEBUS WHITT, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES, AND UPON THE DEATH OF EITHER OF THEM TO THE SURVIVOR FOR AND DURING HIS OR HER LIFE, WITH POWER OF SALE TO THEM OR TO THE SURVIVOR

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625

OF THEM, BY DEED DATED FEBRUARY 6, 1945, AND OF RECORD IN DEED BOOK 106, PAGE 258, IN THE HARRISON COUNTY CLERK'S OFFICE. JAMES W. WHITT, JR., HAVING DIED, TESTATE, ON JUNE 2, 2000, AS EVIDENCED BY HIS WILL OF RECORD IN WILL BOOK EE, PAGE 115, IN THE HARRISON COUNTY CLERK'S OFFICE.

PARCEL 8 BOUNDARY DESCRIPTION

ALL OF THAT TRACT OR PARCEL OF LAND SITUATED IN CYNTHIANA, HARRISON COUNTY, KENTUCKY, AND BEING ALL OF PARCEL 8 AS SHOWN ON THE PLAT OF RECORD IN PLAT BOOK 3, PAGE 99, AND AS SHOWN ON THE MINOR SUBDIVISION PLAT OF MARY BELL LEBUS WHITT, LADISH ROAD AND U.S. HWY 27, CYNTHIANA, KENTUCKY, OF RECORD IN PLAT CABINET 6, SLIDE 25, IN THE HARRISON COUNTY CLERK'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN WITH SURVEY CAP NO. 316 FOUND THIS SURVEY BEING COMMON TO WAL-MART REAL ESTATE BUSINESS TRUST (DEED BOOK 230, PAGE 93);

THENCE WITH SAID WAL-MART PROPERTY:
NORTH 40°07'27" EAST 385.00 FT. TO AN IRON PIN SET IN THE SOUTH RIGHT OF WAY OF LADISH ROAD;

THENCE 3 CALLS WITH SAID RIGHT OF WAY:
SOUTH 50°34'09" EAST 85.25 FT. TO AN IRON PIN SET;
SOUTH 44°12'55" EAST 80.87 FT. TO AN IRON PIN SET;
SOUTH 51°25'49" EAST 81.69 FT. TO AN IRON PIN SET;
COMMON TO THE MARY BELL WHITT RESERVED PARCEL (DEED BOOK 106, PAGE 258, WILL BOOK EE, PAGE 115);

THENCE WITH SAID WHITT PROPERTY:
SOUTH 39°42'07" WEST 379.50 FT. TO AN IRON PIN SET, COMMON TO PARCEL NO. 7 AS SHOWN ON SAID WHITT SUBDIVISION PLAT;

THENCE WITH PARCEL NO. 7:
NORTH 50°48'29" WEST 220.36 FT. TO POINT OF BEGINNING, AND CONTAINING 1.921 ACRES.

BEING A PART OF THE SAME PROPERTY CONVEYED TO JAMES W. WHITT, JR. AND MARY BELL LEBUS WHITT, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES, AND UPON THE DEATH OF EITHER OF THEM TO THE SURVIVOR FOR AND DURING HIS OR HER LIFE, WITH POWER OF SALE TO THEM OR TO THE SURVIVOR OF THEM, BY DEED DATED FEBRUARY 6, 1945, AND OF RECORD IN DEED BOOK 106, PAGE 258, IN THE HARRISON COUNTY CLERK'S OFFICE. JAMES W. WHITT, JR., HAVING DIED, TESTATE, ON JUNE 2, 2000, AS EVIDENCED BY HIS WILL OF

290/ 626

RECORD IN WILL BOOK EE, PAGE 115, IN THE HARRISON COUNTY CLERK'S OFFICE.

PARCEL 9 BOUNDARY DESCRIPTION:

ALL OF THAT TRACT OR PARCEL OF LAND SITUATED IN CYNTHIANA, HARRISON COUNTY, KENTUCKY, AND BEING ALL OF PARCEL 9 AS SHOWN ON THE MINOR SUBDIVISION PLAT OF MARY BELL LEBUS WHITT, LADISH ROAD AND U.S. HWY 27, CYNTHIANA, KENTUCKY, OF RECORD IN PLAT CABINET 6, SLIDE 25, IN THE HARRISON COUNTY CLERK'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET, BEING IN THE SOUTH RIGHT OF WAY OF LADISH ROAD AND BEING THE SOUTHEAST CORNER OF PARCEL NO. 8 AS SHOWN ON THE JAMES W. AND MARY WHITT SUBDIVISION PLAT RECORDED IN PLAT CABINET 3, SLIDE 99.

THENCE 4 CALLS WITH SAID SOUTH RIGHT OF WAY OF LADISH ROAD: WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 279.49 FT. AND A RADIUS OF 1430.00 FT. AND A CHORD OF SOUTH 57°36'09" EAST 279.15 FT. TO AN IRON PIN SET; THENCE SOUTH 61°37'47" EAST 149.47 FT. TO AN IRON PIN SET; THENCE SOUTH 44°35'44" EAST 52.04 FT. TO AN IRON PIN SET; THENCE SOUTH 61°45'47" EAST 21.03 FT. TO AN IRON PIN SET ON TOP OF THE BANK OF THE SOUTH FORK OF THE LICKING RIVER;

THENCE ALONG SAID TOP OF BANK: SOUTH 20°52'47" WEST 192.20 FT. TO AN IRON PIN SET; THENCE SOUTH 09°03'31" WEST 199.46 FT. TO AN IRON PIN SET; THENCE SOUTH 02°22'40" WEST 227.67 FT. TO AN IRON PIN SET; THENCE COMMON TO THE MARY BELL WHITT RESERVED PARCEL (DEED BOOK 106, PAGE 258, WILL BOOK EE, PAGE 115);

THENCE 2 CALLS WITH SAID PARCEL: NORTH 87°37'40" WEST 339.06 FT. TO AN IRON PIN SET; THENCE NORTH 50°44'18" WEST 527.98 FT. TO AN IRON PIN SET, IN THE LINE OF LAVONNE PROPERTIES PARCEL NO. 5 (DEED BOOK 272, PAGE 206 PLAT CABINET 3, SLIDE 99);

THENCE WITH SAID PARCEL: NORTH 39°42'17" EAST 100.84 FT. TO AN IRON PIN SET, COMMON TO PARCEL NO. 7 AS SHOWN ON THE JAMES W. AND MARY BELL WHITT SUBDIVISION PLAT, RECORDED IN PLAT CABINET 3 SLIDE 99;

THENCE WITH PARCEL NO. 7: NORTH 39°42'17" EAST 200.00 FT. TO AN IRON PIN SET, COMMON TO PARCEL NO. 8 AS SHOWN ON SAID SUBDIVISION PLAT;

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Exhibit "B"

Permitted Exceptions

1. Lien of 2006 City, State, County, School and other real estate taxes, not yet due and payable.
2. Restrictions, easements, notes, stipulations, conditions, building lines, together with incidental rights, as provided for on the recorded Plats of record in Plat Cabinet 3, Slide 99, and Plat Cabinet 6, Slide 25, in the Office aforesaid.
3. Covenant Not to Compete to McDonald's Corporation, dated May 25, 1984, of record in Deed Book 166, Page 347, in the Office aforesaid.
4. Utility easement to Kentucky Utilities Company recorded in Deed Book 167, Page 241, in the Office aforesaid.
5. Easement Agreement with McDonald's Corporation, dated March 7, 2005, and of record in Deed Book 282, Page 456, in the Office aforesaid.
6. Rights of Lavonne Properties, its successors and assigns to use Parcel 2 for ingress and egress, as set out in Deed Book 272, Page 206, in the Office aforesaid.

30406348.2
4/26/2006 7:43 AM

290/ 629
out to
Frank America
5-5-06

THIS QUITCLAIM DEED, made and entered into this 28th day of April, 2006, by and between MARY BELL LEBUS WHITT, a single person, whose mailing address is 1620 Tates Creek Road, Lexington, Kentucky 40502, Grantor, and WAL-MART STORES EAST, LP, a Delaware limited partnership, whose mailing address is 2001 S.E. 10th Street, Bentonville, Arkansas 72716-0550, Grantee

WITNESSETH:

THAT for and in consideration of the total sum of Twenty-Four Thousand Two Hundred Eighty-Three Dollars (\$24,283.00), cash in hand paid, the receipt of all of which is hereby acknowledged, Grantor does hereby remise, release, grant, convey and forever quitclaim unto the Grantee, its successors and assigns, forever, all of Grantor's right, title and interest or claim in and to the following described property, located in Harrison County, Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof, expressly reserving, however, to Grantor and her heirs and assigns, in perpetuity, rights of use of the existing access and utility easements burdening the above-described property.

TO HAVE AND TO HOLD, the same unto the Grantee, its successors and assigns forever, by way of quitclaim.

CONSIDERATION CERTIFICATE

The parties hereto state that the consideration reflected in the deed is the full consideration paid for the property. The Grantee joins in this deed for the sole purpose of certifying the consideration pursuant to KRS 382.135.

IN TESTIMONY WHEREOF, witnesseth the signatures of the parties as of the date first above written.

State of Kentucky
County of Harrison
I, Linda B. Furnish, Clerk of the Harrison County Court, do hereby certify that the foregoing deed was on the 28th day of April, 2006, at 10:15 M. logged in my office certified as above for record; whereupon, the same and this certificate are now duly recorded.
Given under my hand this the 4th day of May, 2006.
Linda B. Furnish, Clerk
Linda B. Furnish D.C.

290/630

GRANTOR

Mary Bell LeBus Whitt
Mary Bell LeBus Whitt

By: Mary Whitt Fishel
Mary Whitt Fishel, Attorney-in-Fact,
pursuant to a General Power of Attorney, dated
September 15, 1997, of record in Deed Book
243, page 719, in the Harrison County Clerk's
office.

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Deed and Consideration Certificate was acknowledged, subscribed and
sworn to before me this 27 day of April, 2006, by Mary Whitt Fishel, as Attorney-in-
Fact, for and on behalf of Mary Bell LeBus Whitt, a single person.

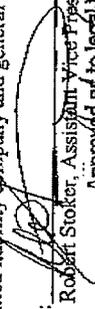
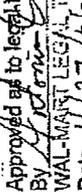
My Commission expires: 6-28-09

Meina Kad
NOTARY PUBLIC

290/631

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC, a Delaware
limited liability company and general partner

By:  Robert Stoker, Assistant Vice President
Approved as to legal terms only
By: 
WAL-MART LEGAL TEAM
Date 4/27/06

STATE OF ARKANSAS)
COUNTY OF BENTON)

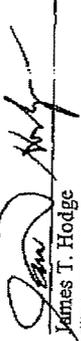
The foregoing Consideration Certificate was subscribed and sworn to before me
this 27th day of April, 2006, by Robert Stoker, as Assistant Vice President of WSE
Management, LLC, a Delaware limited liability company and general partner of Wal-Mart Stores
East, LP, a Delaware limited partnership, on behalf of the partnership.

My Commission expires: _____


NOTARY PUBLIC

CINDY HOMBES
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires 02-11-2007

PREPARED BY:


James T. Hodge
WYATT, TARRANT & CO WBS, LLP
Lexington Financial Center
250 West Main Street, Suite 1600
Lexington, Kentucky 40507
(859) 233-2012

LODGED FOR RECORD
HARRISON COUNTY CLERK

MAY 08 2006
TIME 2:05 PM
LINDA B. FURRISH
CLERK-HARRISON CO.
JAY \$84.50

290/ 632

EXHIBIT A

PARCEL 2A BOUNDARY DESCRIPTION:

ALL OF THAT TRACT OR PARCEL OF LAND SITUATED IN CYNTHIANA, HARRISON COUNTY, KENTUCKY, AND BEING A PART OF PARCEL 2 AS SHOWN ON THE PLAT OF RECORD IN PLAT BOOK 3, PAGE 99, AND BEING ALL OF PARCEL 2A AS SHOWN ON THE MINOR SUBDIVISION PLAT OF MARY BELL LEBUS WHITT, LADISH ROAD AND U.S. HWY 27, CYNTHIANA, KENTUCKY, OF RECORD IN PLAT CABINET 6, SLIDE 25, IN THE HARRISON COUNTY CLERK'S OFFICE, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET IN THE SOUTHWESTERLY CORNER OF SAID WHITT AND BEING THE NORTHWESTERLY CORNER OF PARCEL NO. 7 AND IN THE SOUTHERLY LINE OF SAID PARCEL NO. 2 AS RECORDED IN PLAT BOOK 3, PAGE 99:

THENCE CROSSING THROUGH SAID PARCEL NO. 2, NORTH 50°37'40" WEST, A DISTANCE OF 50.00 FEET TO AN IRON PIN SET AT THE SOUTHEASTERLY CORNER OF THE PROPERTY AS LEASED TO THE MCDONALD'S CORPORATION BY DEED BOOK 166, PAGE 353;

THENCE WITH THE SOUTHEASTERLY LINE OF SAID MCDONALD'S CORPORATION, NORTH 39°41'57" EAST, A DISTANCE OF 199.94 FEET TO AN IRON PIN SET IN THE SOUTHERLY LINE OF THE PROPERTY AS CONVEYED TO WAL-MART REAL ESTATE BUSINESS TRUST BY DEED BOOK 230, PAGE 93;

THENCE WITH SAID WAL-MART, THE FOLLOWING TWO (2) COURSES:
SOUTH 50°44'24" EAST, A DISTANCE OF 1.20 FEET TO AN IRON PIN SET;
SOUTH 50°41'25" EAST, A DISTANCE OF 48.80 FEET TO AN IRON PIN SET AT THE NORTHEASTERLY CORNER OF SAID PARCEL NO. 7;

THENCE WITH SAID PARCEL NO. 7, SOUTH 39°41'57" WEST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.230 ACRES BY SURVEY.

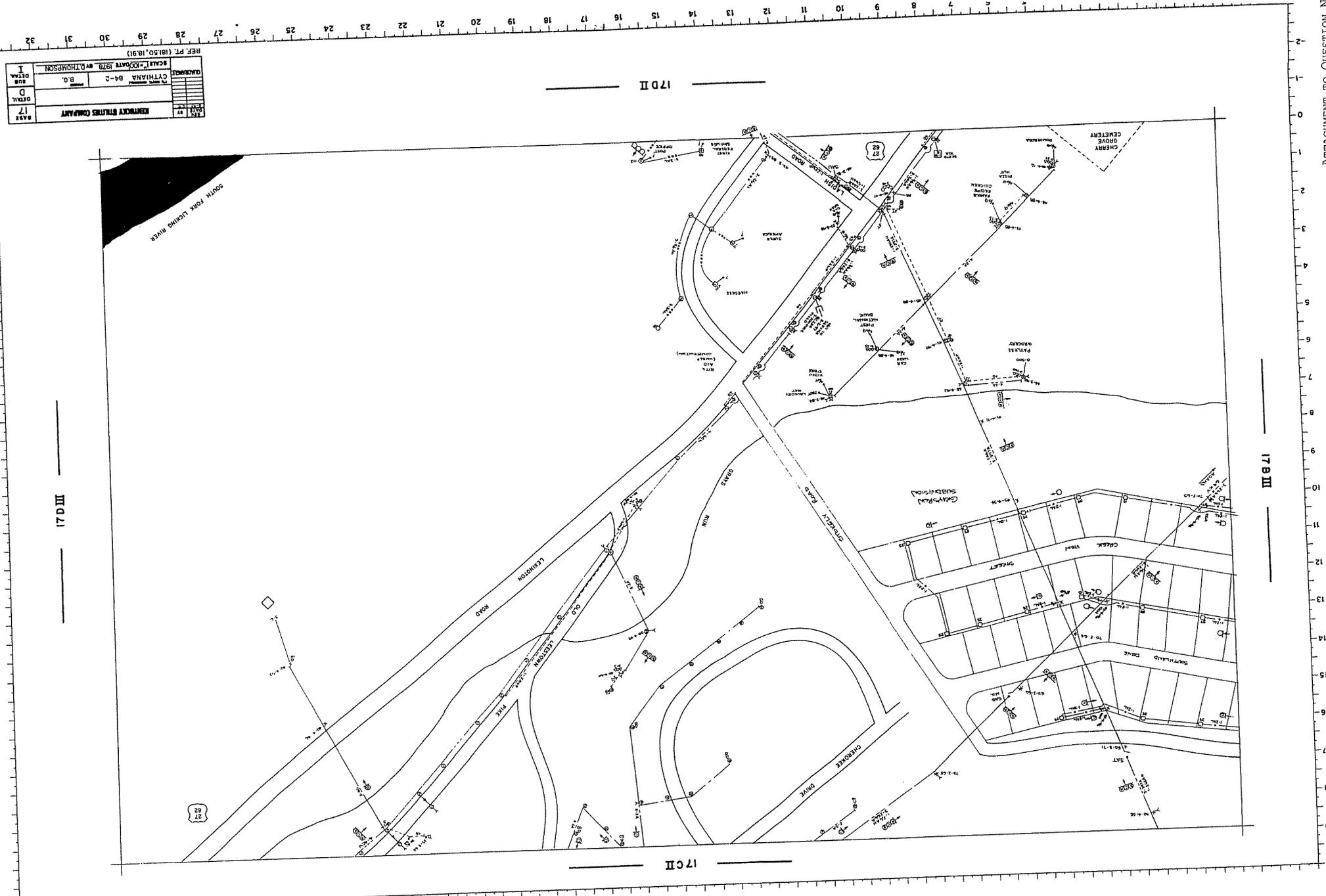
BEING A PART OF THE SAME PROPERTY CONVEYED TO JAMES W. WHITT, JR. AND MARY BELL LEBUS WHITT, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES, AND UPON THE DEATH OF EITHER OF THEM TO THE SURVIVOR FOR AND DURING HIS OR HER LIFE, WITH POWER OF SALE TO THEM OR TO THE SURVIVOR OF THEM, BY DEED DATED FEBRUARY 6, 1945, AND OF RECORD IN DEED BOOK 106, PAGE 258, IN THE HARRISON COUNTY CLERK'S OFFICE. JAMES W. WHITT, JR., HAVING DIED, TESTATE, ON JUNE 2, 2000, AS EVIDENCED BY HIS WILL OF RECORD IN WILL BOOK EE, PAGE 115, IN THE HARRISON COUNTY CLERK'S OFFICE.

290/ 633

Being a part of the same property conveyed to James W. Whitt, Jr. and Mary Bell LeBus Whitt, husband and wife, for and during their joint lives, and upon the death of either of them to the survivor for and during his or her life, with power of sale to them or to the survivor of them, by deed dated February 6, 1945, and of record in Deed Book 106, page 250, in the Harrison County Clerk's office. James W. Whitt, Jr., having died, testate, on June 2, 2000, as evidenced by his will of record in Will Book EE, page 115, in the Harrison County Clerk's office.

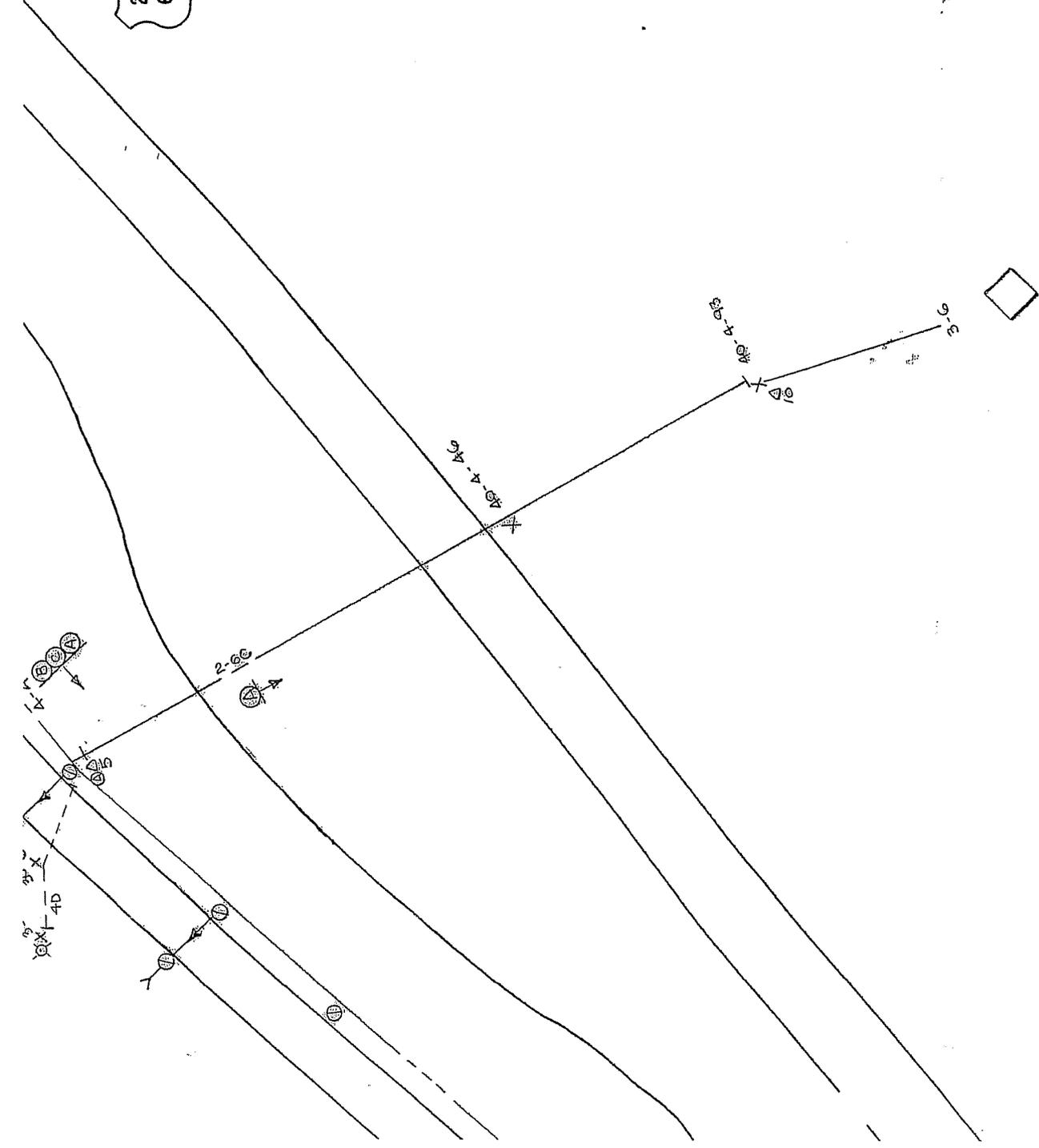
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DATE	04-0
BY	W.D. THOMPSON
SCALE	AS SHOWN
PROJECT	1978
CLIENT	KENTUCKY BITUMS COMPANY
REF. PT.	(18150, 18191)



ATTACHMENT TO QUESTION NO. 2
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KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Data Request
Dated July 25, 2006**

Case No. 2006-00214

Question No. 3

**Witness: Edwin R. Staton – Director, Distribution Operations ;
F. Howard Bush, II – Manager, Tariffs and Special Contracts**

- Q-3. Pursuant to KRS 278.017(3)(c), describe with specificity:
- a. The adequacy and dependability of KU's existing distribution lines, which will actually serve this area and/or customer, to provide dependable, high quality retail electric service.
 - b. The reasons that KU believes that its facilities in this area are better equipped to provide dependable, high quality retail electric service to this customer. Include a comparison between its facilities and those of Blue Grass Energy Cooperative Corporation ("Blue Grass").
 - c. Provide a comparison of the costs, including installation and rates, between KU and Blue Grass, which are required to provide dependable, high quality retail electric service to this customer.
- A-3. a. The existing Wal-Mart store is served from a tap off of KU's existing three-phase line along Ladish Road. That tap line, which will be removed as part of the demolition of the existing store once the Wal-Mart SuperCenter is open, runs immediately behind the existing Wal-Mart, along the property line of the land purchased for the Wal-Mart SuperCenter. That tap line is shown in the photographs attached hereto.

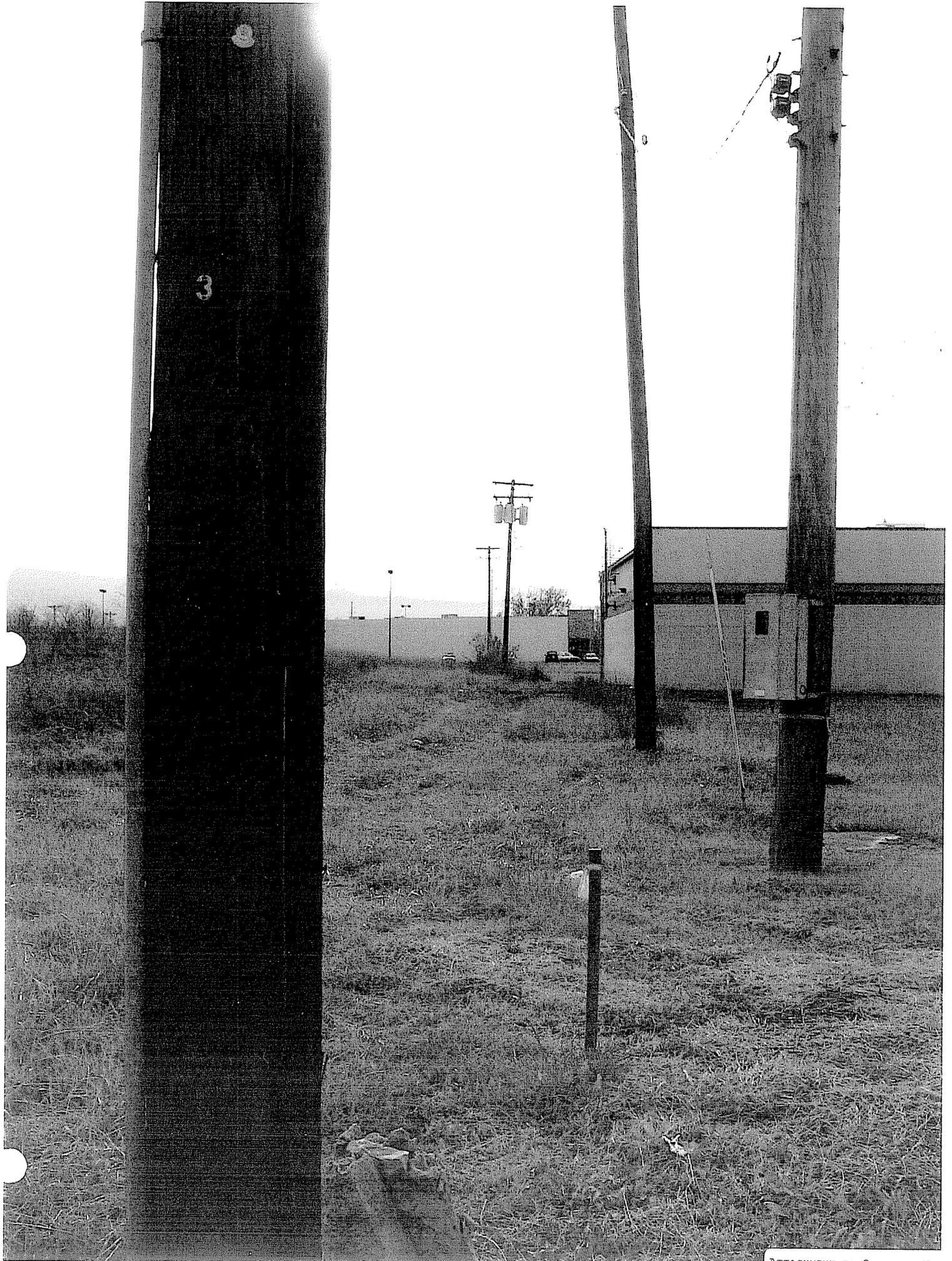
KU's existing distribution lines have provided adequate, dependable service to Wal-Mart Store No. 591 since 1984, and can continue to provide such service at the expanded Wal-Mart SuperCenter. KU has had no complaints about its service to Wal-Mart in those 22 years.

KU serves Wal-Mart out of its Kawneer Substation via circuit 856. The current capacity on KU's system at the Kawneer Substation is more than adequate to serve the Wal-Mart SuperCenter and other customers served out of that substation. In addition, the line that serves Wal-Mart is interconnected to the Cynthiana 12 kV substation and the Cynthiana South 12 kV substation.

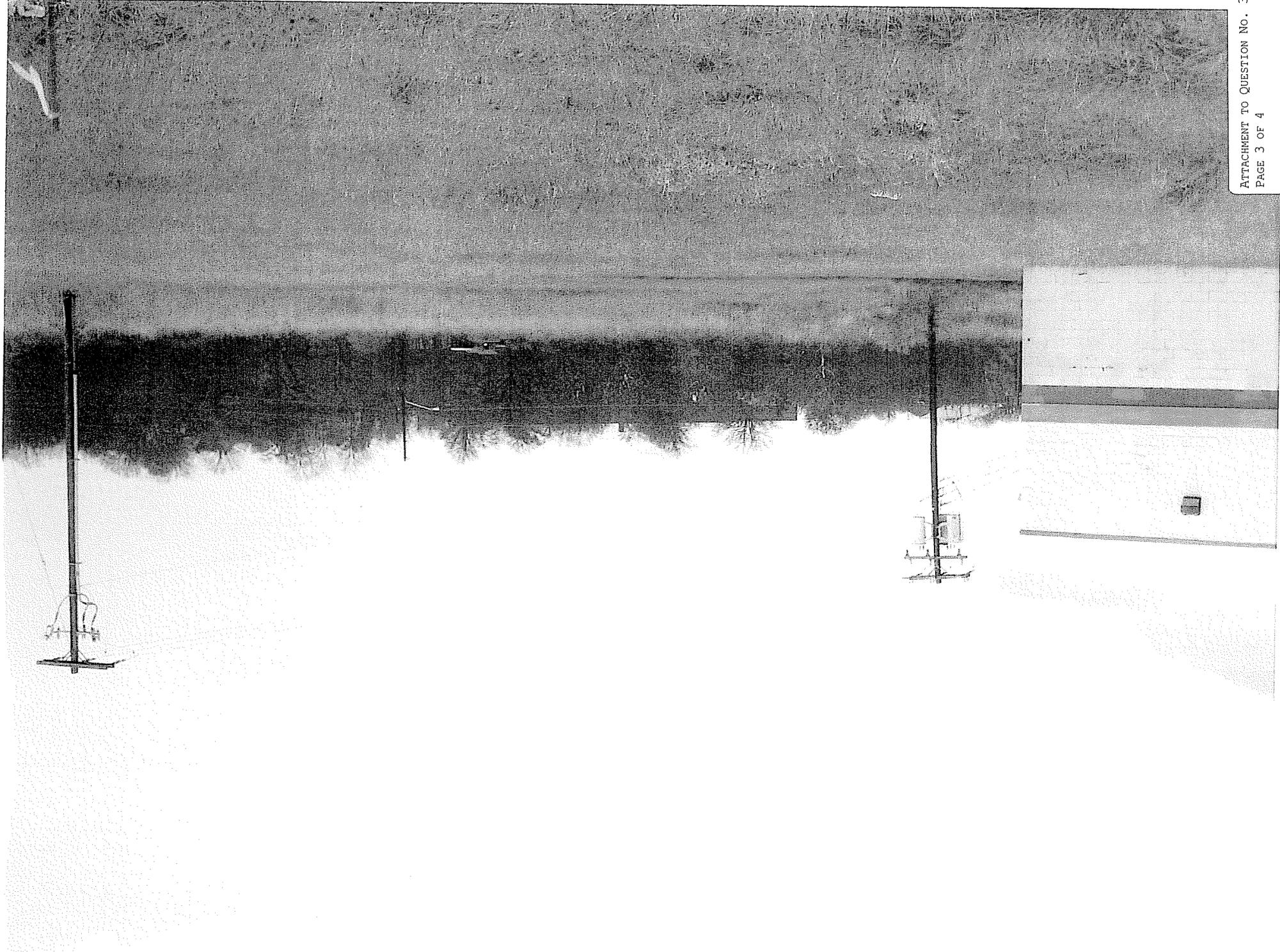
- b. Absent discovery regarding the configuration, performance history and capabilities of the facilities of Blue Grass in the area, KU is unable to compare and contrast the two utilities' facilities. However, based upon information and belief, and without the benefit of that discovery at this point, it is KU's present position that both utilities likely possess the ability to provide adequate and dependable service to the Wal-Mart SuperCenter with equivalent extensions of existing facilities. That notwithstanding, however, KU certainly takes issue with Blue Grass' contention, in its Petition, and in its Motion for Authorization to Provide Temporary and Interim Service, that physical proximity of the substation and field offices of Blue Grass provide any basis for finding that Blue Grass has a "superior" ability to provide adequate and dependable service to the Wal-Mart SuperCenter. The physical proximity of those facilities, in this instance, provide no benefit to reliability. And, as set forth in subsection a. above, KU unquestionably has in place the facilities necessary to continue providing adequate and dependable service to Wal-Mart as it has done since 1984.
- c. With regard to the extension of service to the Wal-Mart SuperCenter, KU proposes to serve the Wal-Mart SuperCenter via a new tap from KU's existing three-phase line along Ladish Road, per the request of Wal-Mart. That tap, which will be partly overhead and partly underground, based on the specifications of Wal-Mart, will be approximately 420 feet in length from the existing line to the location of the service entrance (the location of the pad-mounted transformer) for the Wal-Mart SuperCenter. The location of that service entrance was chosen by Wal-Mart. KU estimates that it will cost approximately \$25,000, including the transformer, line materials and labor, to extend service to the Wal-Mart SuperCenter. That cost would be borne by KU and would not be charged to Wal-Mart. KU has no information regarding the costs required for Blue Grass to extend service to the Wal-Mart SuperCenter, but would expect similar costs based on the location of BlueGrass' existing facilities.

With regard to rates, please see the attached rate calculation, based upon expected usage data provided by Wal-Mart. The existing Wal-Mart Store No. 591 is served on KU's LP tariff. The Wal-Mart SuperCenter may also qualify for service under the STOD tariff, based on the Commission's ruling on the issue of whether the Wal-Mart SuperCenter is an expansion of operations by an existing customer, rather than the creation of a new ECF, as well as the status of the STOD tariff at the end of the current pilot program. Otherwise, the Wal-Mart SuperCenter would be served under KU's LP tariff. In either scenario, however, Wal-Mart would still see significant savings as compared to service by Blue Grass, as can be seen from the attached rate calculations under the Blue Grass LP2 and LPR1 Rate 8 tariffs. KU has utilized these two Blue Grass tariffs, as it understands they are applied,

because it was not clear, based on publicly-available information, exactly which tariff would be used to serve the Wal-Mart SuperCenter. KU calculates that Wal-Mart will save from approximately \$81,000 to \$135,000 per year by continuing to take service from KU rather than connecting to service with Blue Grass. Of course, the exact amount of savings will depend on actual usage and the rate available to Wal-Mart.









	Billing Determinants (Supplied by Wal-Mart)				Base Rate Billing			
	Secondary Delivery			Demand (KW)	Blue Grass Energy		Kentucky Utilities	
	On-Peak	Off-Peak	Total		LP-2	LPR-1	LP	STOD
January	119,700	195,300	315,000	540.0	\$14,829.90	\$17,105.51	\$11,591.40	\$10,957.50
February	125,172	204,228	329,400	621.0	\$15,843.28	\$18,326.02	\$12,492.35	\$11,828.79
March	159,372	260,028	419,400	675.0	\$19,295.55	\$22,417.60	\$15,115.85	\$14,266.89
April	152,190	248,310	400,500	792.0	\$19,374.11	\$22,561.99	\$15,418.38	\$14,608.35
May	161,424	263,376	424,800	819.0	\$20,378.48	\$23,763.84	\$16,209.32	\$15,349.23
June	194,256	316,944	511,200	855.0	\$23,575.79	\$27,567.88	\$18,622.54	\$17,584.47
July	172,710	281,790	454,500	882.0	\$21,792.95	\$25,467.37	\$17,375.52	\$16,454.25
August	189,468	309,132	498,600	828.0	\$22,974.01	\$26,843.04	\$18,125.98	\$17,113.86
September	145,350	237,150	382,500	765.0	\$18,586.52	\$21,616.99	\$14,785.95	\$14,013.00
October	142,956	233,244	376,200	711.0	\$18,033.32	\$20,937.85	\$14,268.34	\$13,508.37
November	128,250	209,250	337,500	603.0	\$16,017.31	\$18,515.50	\$12,576.45	\$11,896.20
December	120,726	196,974	317,700	540.0	\$14,925.29	\$17,215.59	\$11,659.33	\$11,019.87
Sub-Total	1,811,574	2,955,726	4,767,300	8,631.0	\$225,626.51	\$262,339.18	\$178,241.41	\$168,600.78
Monthly Adjustment Factors								
					\$49,675.27	\$49,675.27	\$39,520.92	\$39,520.92
					NA	NA	\$333.71	\$333.71
					NA	NA	\$333.71	NA
					\$21,611.19	\$24,493.13	\$7,819.79	\$7,462.70
					NA	NA	(\$3,000.07)	(\$2,863.07)
					NA	NA	(\$781.37)	(\$745.69)
Sub-total					\$296,912.97	\$336,507.58	\$222,468.10	\$212,309.35
					NA	NA	NA	NA
					\$8,907.39	\$10,095.23	\$6,674.04	\$6,369.28
					\$18,349.22	\$20,796.17	\$13,748.53	\$13,120.72
Total					\$324,169.58	\$367,398.98	\$242,890.67	\$231,799.35
							\$81,278.91	\$92,370.23
							25.07%	28.49%
							\$124,508.31	\$135,599.63
							33.89%	36.91%

Monthly adjustment factors are based on those effective with August 2006 billings

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Data Request
Dated July 25, 2006**

Case No. 2006-00214

Question No. 4

Witness: F. Howard Bush, II – Manager, Tariffs and Special Contracts

- Q-4. Pursuant to KRS 278.017(3)(d), describe with specificity the reasons that KU contends that KU's service to this customer will more likely result in the elimination and prevention of duplication of electric lines and facilities supplying this territory.
- A-4. It is KU's present position, based on information known at this time, that the elimination and prevention of duplication of electric lines and facilities supplying this territory is not a significant issue in this proceeding because both utilities have existing facilities in similar proximity to the Wal-Mart SuperCenter, and both utilities would have to make similar extensions to those existing facilities in order to provide service to the Wal-Mart SuperCenter. However, it is accurate to state that, given the fact that KU is presently serving Wal-Mart Store No. 591 and has made its system planning decisions based on that service, a decision awarding Blue Grass the right to provide service to the expanded operations at the Wal-Mart SuperCenter would decrease the use of KU's existing system by the amount of the load lost. Conversely, no such decrease in use would be seen in Blue Grass' facilities if KU were permitted to continue serving the Wal-Mart load in Cynthiana, because Blue Grass is not now serving that load.

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Data Request
Dated July 25, 2006**

Case No. 2006-00214

Question No. 5

Witness: F. Howard Bush, II – Manager, Tariffs and Special Contracts

Q-5. Describe the reasons that KU does or does not assert that this customer represents a “new electric consuming facility,” and the reasons that this characterization is or is not relevant herein.

A-5. This case presents an important regulatory policy question for the Commission: when does an expansion of operations by an existing customer constitute a “new” electric consuming facility? Based on KU’s review, it does not appear that this question has ever been resolved by the Commission.

It is KU’s position that this fundamental issue must be addressed by the Commission before the application of KRS 278.017 and .018 to this case, because if the Wal-Mart SuperCenter is not a “new” electric consuming facility, those statutes do not apply. *See In the Matter of: The Application of Richwood Industrial Development Corp. for Electric Service from the Union Light, Heat and Power Co.*, Case No. 9203 (PSC Order of August 7, 1985). KU also believes that resolution of this issue will further the intent of the Certified Territories Act, as stated in KRS 278.016, by minimizing disputes between retail electric suppliers which may result in inconvenience, diminished efficiency and higher costs, and by potentially encouraging the orderly development of retail electric service and avoiding wasteful duplication of distribution facilities and unnecessary encumbering of the landscape.

It is further KU’s position that the Wal-Mart SuperCenter is not a “new” electric consuming facility, but rather is merely an expansion of existing operations, based on the following facts which cannot be, and to this point have not been, disputed:

1. the Wal-Mart SuperCenter will replace the existing Wal-Mart;
2. the Wal-Mart SuperCenter will continue to be known as Store No. 591, the designation of the existing Wal-Mart;
3. the Wal-Mart SuperCenter will retain the same address as the existing store;

4. the Wal-Mart SuperCenter can be served by the same substation and existing three-phase lines that KU has utilized to serve the existing Wal-Mart facilities since 1984;
5. the Wal-Mart SuperCenter will also utilize the property currently occupied by the existing store for purposes of lighted parking and other ancillary facilities; and
6. the Wal-Mart SuperCenter building itself will be located just behind the existing store.

KU is the only utility to have served the Wal-Mart Store No. 591. Service to the existing store was allocated to KU by virtue of the mapping and certification of KU's territory pursuant to KRS 278.017, and it is KU's position that there is no reason, under the facts of this case or the regulatory scheme set forth in KRS Chapter 278, that an expansion of Wal-Mart's operations at this location, into an area partially in the service territory of another utility, should result in a removal of this customer from KU's system.

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's First Data Request
Dated July 25, 2006**

Case No. 2006-00214

Question No. 6

Witness: Edwin R. Staton – Director, Distribution Operations

- Q-6. To the best of your knowledge and belief, provide the date-certain that the customer will need additional service at the proposed Wal-Mart SuperCenter.
- A-6. KU is advised that Wal-Mart will need the pad-mounted transformer installed at the Wal-Mart SuperCenter by the end of August 2006, for the purpose of providing service for construction activities inside the SuperCenter building. That service would initially be provided to the contractor, acting as Wal-Mart's agent in the construction, and would be placed in Wal-Mart's name approximately one month before the SuperCenter opens for business. KU is further advised that construction on the Wal-Mart SuperCenter is expected to be complete in February 2007 and that the store will be open in March 2007.