

April 5, 2011

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APR 05 2011

PUBLIC SERVICE  
COMMISSION

Mr. Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Post Office Box 615  
Frankfort, Kentucky 40602

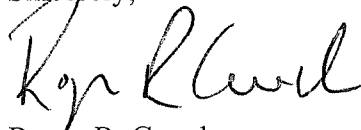
RE: East Kentucky Power Cooperative, Inc.  
Application for Approval to Enter Into a Three-Year Purchased Power Agreement  
with Ameren Energy Marketing Company

Dear Mr. Derouen:

Please find enclosed for filing with the Commission East Kentucky Power Cooperative, Inc.'s ("EKPC") Application for Approval to Enter Into a Three-Year Purchased Power Agreement with Ameren Energy Marketing Company ("Application"), pursuant to KRS 278.300, 807 KAR 5:001, Sections 6, 8 and 11 and other applicable law, as well as EKPC's Petition for Confidential Treatment of Information ("Petition"). Please find an original and ten (10) redacted copies of the completed Application as required by 807 KAR 5:001, Section 8(2), and corresponding Petition. One unredacted copy of the designated confidential portion of the Application, which is the subject of the Petition for Confidential Treatment, is enclosed in a sealed envelope.

Please feel free to call if you have any questions.

Sincerely,



Roger R. Cowden

C: Office of the Attorney General

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

AN APPLICATION OF EAST KENTUCKY )  
POWER COOPERATIVE, INC. FOR )  
APPROVAL TO ENTER INTO A THREE- )  
YEAR PURCHASED POWER AGREEMENT )  
WITH AMEREN ENERGY MARKETING )  
COMPANY )

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PUBLIC SERVICE  
COMMISSION

CASE NO. \_\_\_\_\_

APPLICATION

Comes now East Kentucky Power Cooperative, Inc. (“Applicant”), by and through counsel, pursuant to KRS 278.300, 807 KAR 5:001, Sections 6, 8, 11 and other applicable law, and for its Application requesting that the Kentucky Public Service Commission (“Commission”) enter an Order approving a purchased power agreement with Ameren Energy Marketing Company (“Ameren”) for a term of January 1, 2012 through December 31, 2014, respectfully states as follows:

1. The Applicant’s mailing address is P.O. Box 707, Winchester, Kentucky 40392-0707.
2. Pursuant to 807 KAR 5:001, Section 8(1), the facts upon which this Application is based are as follows: Applicant is seeking approval to purchase from Ameren, 50 MW of firm energy every hour for the period January 1, 2012 to December 31, 2014. Ameren has quoted Applicant a purchased power price; however, Ameren will not confirm the final price for this energy product until Commission approval is received. The quoted price does not include capacity, energy losses, planning reserves, or any market-related charges. Applicant is basing this request for financing on a “not to

exceed” purchased power price. The subject purchased power transaction is contingent upon Applicant’s securing firm point-to-point transmission service.

3. Pursuant to 807 KAR 5:001, Section 8(3) a certified copy of the Applicant’s restated Articles of Incorporation and all amendments thereto have previously been filed of record in Case No. 90-197, the Application of East Kentucky Power Cooperative for a Certificate of Public Convenience and Necessity to Construct Certain Steam Service Facilities in Mason County, Kentucky.

4. Pursuant to 807 KAR 5:001, Section 11(1)(a), Applicant’s electric plant in service (property) is described in Exhibit 1 of this Application.

5. Pursuant to 807 KAR 5:001, Section 11(1)(b), Applicant states that it is seeking approval to enter a purchased power agreement with Ameren for the period January 1, 2012 to December 31, 2014. The proposed transaction is more fully described in Exhibit 2 of this Application.

6. Pursuant to 807 KAR 5:001 Section 11(1)(c), the proceeds of the proposed transaction are addressed in Exhibit 3 of this Application.

7. Pursuant to 807 KAR 5:001, Section 11(1)(d), there is no specific property to be acquired, constructed, improved, or extended by the proceeds of the contemplated transaction as described in Exhibit 3 of this Application.

8. Pursuant to 807 KAR 5:001, Section 11(1)(e), use of proceeds from this transaction is not applicable and the refunding of outstanding obligations is not applicable. Applicant plans to use this purchased power transaction as a resource to serve its member system native load needs. As more fully discussed in Exhibit 2, Applicant estimates that this purchased power transaction will result in cost savings ranging from

\$3.7 million under the “not to exceed” scenario to \$8.9 million under the quoted price scenario.

9. Pursuant to 807 KAR 5:001 Section 11(2)(a), a financial exhibit as described in Section 6 of 807 KAR 5:001 is attached hereto and incorporated herein as Exhibits 4, 5, 6, and 7. Unless otherwise specified, said exhibits cover operations for the twelve (12) month period ended February 28, 2011, which is not more than ninety (90) days prior to the date this Application is filed, and contains the following information:

a-c. Applicant is a not-for-profit rural electric cooperative which has no stock authorized, issued, or outstanding;

d. A brief description of the mortgage on the property of Applicant, giving the date of execution, name of mortgagor, name of mortgagee, amount of indebtedness authorized to be secured thereby, and the amount of indebtedness actually secured is included in Exhibit 4 of this Application. Note that there are no sinking fund provisions;

e. The amount of bonds authorized, and amount issued, giving the name of the municipality which issued the same, describing each class separately, and giving date of issue, face value, rate of interest, date of maturity and how secured, together with the amount of interest paid thereon during 2010 is included in Exhibit 7 of this Application;

f. Each note outstanding, giving date of issue, amount, date of maturity, rate of interest, in whose favor, together with amount of interest paid thereon during 2010 is included in Exhibit 7 of this Application;

g. EKPC has no other indebtedness;



h. Applicant is a not-for-profit rural electric cooperative; therefore, Applicant has paid no dividends during the five (5) previous fiscal years;

i. A detailed income statement for the 12-month period ended February 28, 2011 and a balance sheet as of February 28, 2011 are included as Exhibits 5 and 6, respectively.

10. Pursuant to 807 KAR 5:001, Section 11(2)(b), copies of all relevant deeds of trust or mortgages are attached hereto as Exhibit 4. Note that Exhibit 4 contains supplements to the EKPC mortgage and are dated April 2, 2007 and November 3, 2008. The January 2, 2004 mortgage was previously filed with the Commission in Case No. 2005-00267.

11. Pursuant to 807 KAR 5:001, Section 11(2)(c), the proceeds of this refinancing will not be used for any specific property acquisition; therefore, the providing of maps and plans is not applicable.

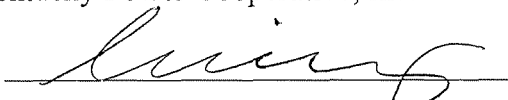
WHEREFORE, on the basis of the foregoing, Applicant respectfully requests that the Commission determine and find that the purchased power agreement requested herein is for some lawful object within the corporate purposes of Applicant; is necessary or appropriate for or consistent with the proper performance by the Applicant of its service to the public and will not impair the Applicant's ability to perform that service; and, is reasonably necessary and appropriate for such purpose. Further, Applicant requests that the Commission enter an Order authorizing the three-year purchased power agreement with Ameren.

Dated at Winchester, Kentucky, this 5<sup>th</sup> day of April 2011.

VERIFICATION

The undersigned, pursuant to KRS 278.300(2), hereby verifies that all of the information contained in the foregoing Application is true and correct to the best of my knowledge, opinion and belief.

East Kentucky Power Cooperative, Inc.

BY: 

ITS: Chief Financial Officer

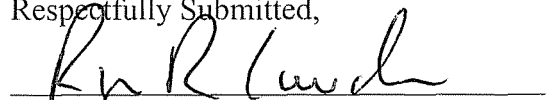
COMMONWEALTH OF KENTUCKY

COUNTY OF CLARK

The foregoing Verification was signed, acknowledged and sworn to before me this 5<sup>th</sup> of April 2011 by Milo McWally of East Kentucky Power Cooperative, Inc., a Kentucky corporation, on behalf of the corporation.

  
NOTARY PUBLIC

Respectfully Submitted,

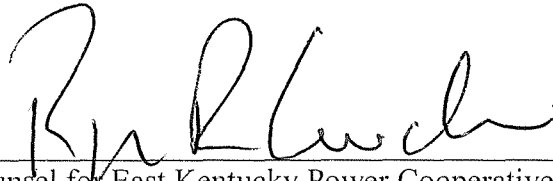


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ROGER COWDEN  
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(859) 231-0011 – fax

Counsel for East Kentucky Power Cooperative, Inc.

**CERTIFICATE OF SERVICE**

This is to certify that an original and 10 copies of the foregoing Petition for Confidential Treatment of Information in the above-styled case were hand-delivered to the Office of Jeffrey Derouen, Executive Director of the Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601 on April <sup>th</sup> 5, 2011.



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Counsel for East Kentucky Power Cooperative, Inc.

**EAST KENTUCKY POWER COOPERATIVE, INC.**

**DESCRIPTION OF PROPERTY**

**AS OF FEBRUARY 28, 2011**

**807 KAR 5:001, Section 11 (1)(a)**

East Kentucky Power Cooperative, Inc. (“EKPC”), with headquarters in Winchester, Kentucky, is a generation and transmission cooperative providing wholesale electric power service to 16 member cooperatives which serve over 519,000 members. EKPC owns over 2,797 miles of transmission lines and 351 load centers (distribution substations).

EKPC also owns and operates three coal-fired generating stations in Kentucky with a total net capacity of approximately 1,882 megawatts located at Ford (Dale Station), Burnside (Cooper Station), and Maysville (Spurlock Station). Nine combustion turbines located in Clark County at its Smith site are in operation adding a total nominal winter capacity of 1,032 megawatts. In addition, EKPC owns and operates six Landfill Gas-Fired plants (located in Greenup County, Laurel County, Boone County, Hardin County, Pendleton County, and Mason County), adding over 15 megawatts of capacity.

Including the generation facilities, transmission facilities and general plant, EKPC has total utility plant-in-service with an original cost of \$3,273,424,272 and construction work-in-progress of \$210,719,998.

**EAST KENTUCKY POWER COOPERATIVE, INC.****DESCRIPTION OF INDEBTEDNESS--THREE-YEAR PURCHASED POWER AGREEMENT WITH AMEREN ENERGY MARKETING COMPANY ("AMEREN")****807 KAR 5:001, Section 11(1)(b)**

East Kentucky Power Cooperative, Inc. ("EKPC") is seeking Commission approval of a 3-year purchased power agreement with Ameren.

EKPC needs additional power supply resources to serve its native load system requirements over the next three years. EKPC's winter peak load is expected to increase from 3,033 MW during the winter peak season of 2012 to 3,101 MW during the winter peak season of 2014. Its summer peak load is expected to grow 46 MW over this same three year time period. Based on the expected peak loads, EKPC will need up to 500 MW of resources to serve its load and carry a 12% capacity margin during the winter peak season.

EKPC purchased 150 MW of winter power supply from December 1, 2010 through February 28, 2011 on a daily firm basis during the 16 peak hours (7x16) at an average cost of \$40/MWh. EKPC also purchased 466 MW of firm transmission rights from PJM at a cost of \$1574/MW-month. Based on its expectation of continued need for additional power supply resources, EKPC commissioned ACES Power Marketing to issue a Request for Proposals (RFP) on its behalf. Requests were made for up to 100 MW during the winter peak months beginning December 2011 through February 2012 and December 2012 through February 2013, along with a request for 50 MW for every hour of the year during 2012, 2013 and 2014. The request for the three year, 50 MW purchase is the basis for this filing.

The lowest bidder, Ameren, offered a price of \$[REDACTED]/MWh at the EEI transmission interface, fixed for the three year period. Ameren will not confirm the final price for the proposed power purchase agreement until EKPC receives Commission approval and confirms transmission availability across the TVA system. Fluctuations in fuel prices drive changes in the market price of energy. EKPC requests approval of a "not to exceed" price to envelope potential moves in the market during the approval period. Therefore, EKPC is seeking approval for a price "not to exceed" \$[REDACTED]/MWh, an approximate [REDACTED]% premium over the proposed price. Other bidders offered a similar product at or near the "not to exceed" price; therefore, EKPC would renegotiate with others if the final price exceeds \$[REDACTED]/MWh. EKPC expects to have the results of TVA's System Impact Study for the transmission request by the end of April.

The tables in Exhibit 2, pages 3 and 4, compare the expected total variable costs to serve EKPC's native load system requirements with and without committing to a forward

power purchase. The Base Case scenario assumes EKPC does not make a forward purchase and will rely on the hourly PJM market for supplemental power supply. The total variable costs include fuel, environmental compliance expenses, and variable O&M for EKPC's generating units. The total variable costs also include the costs for off-system power purchases, both long-term purchases and hourly purchases from the PJM market. The column titled "Savings Due to Purchase" reflects the reduced variable costs that occur by avoiding hourly PJM market purchases and the change in EKPC system generation costs, as compared to the cost of this proposed long-term purchase. The monthly savings from making the power purchase ranges from a low of \$160,000 to almost \$600,000, for a total expected three year savings of \$12 million. However, EKPC will have to purchase additional transmission rights to have the proposed purchased power energy delivered to its system. Therefore, the expected savings are decreased by \$1.2 million per year, but still results in approximately \$9 million in total expected savings to the EKPC members. The transmission costs are based on TVA's published transmission tariff. Of the three potential transmission suppliers, MISO, LGEE and TVA, the TVA transmission system has the most available transfer capability posted on the OASIS site. EKPC has requested a System Impact Study to determine if transmission is available across TVA for the three year period.

The tables in Exhibit 2, pages 5 and 6, show the expected savings if the power purchase price increases to \$[REDACTED]/MWh. The purchase still results in an overall savings, but seven months of the three year period could result in additional costs; the total expected savings is approximately \$3.7 million.

EKPC will strive to obtain the original quoted price of \$[REDACTED]/MWh; however, if that is not possible, the "not to exceed" price still results in a substantial savings to the EKPC members and provides a hedge to the upper limit of price exposure for a portion of total energy costs.

The proposal received from Ameren, in response to EKPC's RFP, is included in Exhibit 2, Pages 7 and 8. Please note that Product C/Term C reflects the transaction which is the subject of this Application. The EEI Master Agreement between the parties is provided in Exhibit 2, Pages 9 thru 60.

## Net Impact of Proposed Power Purchase Agreement on Expected Variable Costs to Serve EKPC Member System Loads 2012 - 14

<b>2012</b>	<u>Base Case</u>	<u>Including 50MW</u>	<u>Savings Due to</u>	<u>Transmission Costs</u>	<u>Net Savings</u>
		<u>Purchase</u>	<u>Purchase</u>		
January	48,783,072	48,334,368	448,704	98,150	350,554
February	42,742,692	42,466,932	275,760	98,150	177,610
March	34,638,648	34,451,856	186,792	98,150	88,642
April	29,257,612	28,960,084	297,528	98,150	199,378
May	30,656,554	30,431,312	225,242	98,150	127,092
June	34,354,524	34,193,168	161,356	98,150	63,206
July	40,078,348	39,816,540	261,808	98,150	163,658
August	40,822,496	40,385,156	437,340	98,150	339,190
September	34,492,048	34,162,344	329,704	98,150	231,554
October	31,755,692	31,551,018	204,674	98,150	106,524
November	36,892,548	36,678,244	214,304	98,150	116,154
December	47,662,648	47,295,036	367,612	98,150	269,462
<b>Annual</b>	<b>452,136,864</b>	<b>448,726,048</b>	<b>3,410,816</b>	<b>1,177,800</b>	<b>2,233,024</b>
<b>2013</b>					
January	51,220,824	50,883,672	337,152	98,150	239,002
February	43,907,904	43,464,248	443,656	98,150	345,506
March	38,218,872	38,016,076	202,796	98,150	104,646
April	33,986,632	33,591,944	394,688	98,150	296,538
May	32,750,928	32,429,812	321,116	98,150	222,966
June	36,682,808	36,435,540	247,268	98,150	149,118
July	42,238,616	41,848,444	390,172	98,150	292,022
August	41,699,600	41,130,252	569,348	98,150	471,198
September	33,459,702	33,194,086	265,616	98,150	167,466
October	33,671,396	33,437,142	234,254	98,150	136,104
November	38,051,956	37,666,148	385,808	98,150	287,658
December	50,334,332	50,068,100	266,232	98,150	168,082
<b>Annual</b>	<b>476,223,584</b>	<b>472,165,440</b>	<b>4,058,144</b>	<b>1,177,800</b>	<b>2,880,306</b>

<b>2014</b>	<u>Base Case</u>	<u>Including 50MW</u>	<u>Savings Due to</u>		<u>Net Savings</u>
		<u>Purchase</u>	<u>Purchase</u>	<u>Transmission Costs</u>	
January	52,134,280	51,649,076	485,204	98,150	387,054
February	44,013,556	43,521,520	492,036	98,150	393,886
March	39,781,488	39,440,552	340,936	98,150	242,786
April	33,980,504	33,542,138	438,366	98,150	340,216
May	33,268,832	32,923,932	344,900	98,150	246,750
June	34,959,092	34,644,680	314,412	98,150	216,262
July	42,162,856	41,716,852	446,004	98,150	347,854
August	41,368,380	40,785,312	583,068	98,150	484,918
September	33,631,256	33,342,804	288,452	98,150	190,302
October	33,210,730	32,842,620	368,110	98,150	269,960
November	36,398,024	36,058,132	339,892	98,150	241,742
December	48,603,356	48,046,000	557,356	98,150	459,206
<b>Annual</b>	<b>473,512,352</b>	<b>468,513,664</b>	<b>4,998,688</b>	<b>1,177,800</b>	<b>3,820,936</b>
<b><u>3 Year Total</u></b>	<b><u>1,401,872,800</u></b>	<b><u>1,389,405,152</u></b>	<b><u>12,467,648</u></b>	<b><u>3,533,400</u></b>	<b><u>8,934,266</u></b>



## Net Impact of Proposed PPA with the "Not To Exceed" Cost Included 2012 - 14

2012	Base Case	<u>Including 50MW</u>	<u>Adjusted</u>	Transmission Costs	Net Savings
		<u>Purchase @ Not to Exceed Price</u>	<u>Savings Due to Purchase</u>		
January	48,783,072	48,483,168	299,904	98,150	201,754
February	42,742,692	42,606,132	136,560	98,150	38,410
March	34,638,648	34,600,656	37,992	98,150	(60,158)
April	29,257,612	29,104,084	153,528	98,150	55,378
May	30,656,554	30,580,112	76,442	98,150	(21,708)
June	34,354,524	34,337,168	17,356	98,150	(80,794)
July	40,078,348	39,965,340	113,008	98,150	14,858
August	40,822,496	40,533,956	288,540	98,150	190,390
September	34,492,048	34,306,344	185,704	98,150	87,554
October	31,755,692	31,699,818	55,874	98,150	(42,276)
November	36,892,548	36,822,244	70,304	98,150	(27,846)
December	47,662,648	47,443,836	218,812	98,150	120,662
<b>Annual</b>	<b>452,136,864</b>	<b>450,482,858</b>	<b>1,654,006</b>	<b>1,177,800</b>	<b>476,224</b>
<b>2013</b>					
January	51,220,824	51,032,472	188,352	98,150	90,202
February	43,907,904	43,598,648	309,256	98,150	211,106
March	38,218,872	38,164,876	53,996	98,150	(44,154)
April	33,986,632	33,735,944	250,688	98,150	152,538
May	32,750,928	32,578,612	172,316	98,150	74,166
June	36,682,808	36,579,540	103,268	98,150	5,118
July	42,238,616	41,997,244	241,372	98,150	143,222
August	41,699,600	41,279,052	420,548	98,150	322,398
September	33,459,702	33,338,086	121,616	98,150	23,466
October	33,671,396	33,585,942	85,454	98,150	(12,696)
November	38,051,956	37,810,148	241,808	98,150	143,658
December	50,334,332	50,216,900	117,432	98,150	19,282
<b>Annual</b>	<b>476,223,584</b>	<b>473,917,464</b>	<b>2,306,120</b>	<b>1,177,800</b>	<b>1,128,306</b>

2014	Base Case	Including 50MW	Adjusted	Transmission Costs	Net Savings
		Purchase @ Not to Exceed Price	Savings Due to Purchase		
January	52,134,280	51,797,876	336,404	98,150	238,254
February	44,013,556	43,655,920	357,636	98,150	259,486
March	39,781,488	39,589,352	192,136	98,150	93,986
April	33,980,504	33,686,138	294,366	98,150	196,216
May	33,268,832	33,072,732	196,100	98,150	97,950
June	34,959,092	34,788,680	170,412	98,150	72,262
July	42,162,856	41,865,652	297,204	98,150	199,054
August	41,368,380	40,934,112	434,268	98,150	336,118
September	33,631,256	33,486,804	144,452	98,150	46,302
October	33,210,730	32,991,420	219,310	98,150	121,160
November	36,398,024	36,202,132	195,892	98,150	97,742
December	48,603,356	48,194,800	408,556	98,150	310,406
<b>Annual</b>	<b>473,512,352</b>	<b>470,265,618</b>	<b>3,246,734</b>	<b>1,177,800</b>	<b>2,068,936</b>
<b><u>3 Year Total</u></b>	<b><u>1,401,872,800</u></b>	<b><u>1,394,665,940</u></b>	<b><u>7,206,860</u></b>	<b><u>3,533,400</u></b>	<b><u>3,673,466</u></b>



FOR DISCUSSION PURPOSES ONLY

This document sets forth proposed commercial terms under which Ameren Energy Marketing Company would sell Firm LD energy to Eastern Kentucky Power Cooperative, subject to the general terms and conditions of the Master Power Purchase and Sale Agreement between the parties dated December 1, 2003 ("Master Agreement"). The proposed terms are as follows:

**Date:** February 4, 2011  
**Seller:** Ameren Energy Marketing Company  
**Buyer:** Eastern Kentucky Power Cooperative

**Product:** Product A: 50MW / Firm LD energy / ATC / Physical DA  
 Product B: 50MW / Firm LD energy / ATC / Physical DA  
 Product C: 50MW / Firm LD energy / ATC / Physical DA  
 Product D: 100MW / Firm LD energy / ATC / Physical DA  
 Product E: 100MW / Firm LD energy / ATC / Physical DA

Capacity, energy losses, and planning reserves are not included with any Product.

**Term:** Term A: January 1, 2012 through December 31, 2012  
 Term B: January 1, 2012 through December 31, 2013  
 Term C: January 1, 2012 through December 31, 2014  
 Term D: December 1, 2011 through February 29, 2012  
 Term E: December 1, 2012 through February 28, 2013

**Price:** Product A: \$ [REDACTED] /MWh  
 Product B: \$ [REDACTED] /MWh  
 Product C: \$ [REDACTED] /MWh  
 Product D: \$ [REDACTED] /MWh  
 Product E: \$ [REDACTED] /MWh

**Delivery Point:** Buyer choice of the EEI/LGE interface, EEI/TVA interface, or the EEI/MISO interface on a day-ahead basis

**Scheduling:** Buyer shall schedule in accordance with the Master Agreement.

**Transmission:** Seller is responsible to secure and pay for firm transmission service required for energy delivery to the Delivery Point. Buyer shall be responsible to secure and pay for firm transmission service at and from the Delivery Point.

**Alternative Product:** Since EKPC has indicated a preference for a longer term product, AEM will present a capacity and energy product with pricing based upon select generating system costs. The term could be 10-20 years. Such a product is an attractive alternative to building new generation and would be beneficial to both parties. If EKPC is interested in exploring this approach, we will be pleased to submit a proposal.



FOR DISCUSSION PURPOSES ONLY

**Confidentiality:** All terms and conditions described in this proposal are considered proprietary and confidential information that shall only be disclosed to Seller and Buyer, their respective affiliates, representatives and duly appointed agents, unless disclosure is otherwise required by any laws, rules or regulations. The terms and conditions herein shall not be disclosed to third parties without the written consent of Buyer and Seller.

**Contingencies  
And  
Acceptance:**

THE PRICES PRESENTED IN THIS PROPOSAL ARE INDICATIVE OF THE MARKET AT THE TIME OF THE OFFER. PRICES ARE BASED ON MARKET CONDITIONS AND ARE SUBJECT TO REVISION PRIOR TO MUTUAL AGREEMENT OF BUYER AND SELLER. THE PARTIES UNDERSTAND AND AGREE THAT UNLESS AND UNTIL A DEFINITIVE AGREEMENT HAS BEEN EXECUTED AND DELIVERED, NO CONTRACT OR AGREEMENT PROVIDING FOR A TRANSACTION AMONG THE PARTIES SHALL BE DEEMED TO EXIST AMONG THE PARTIES, AND NO PARTY WILL BE UNDER ANY LEGAL OBLIGATION OF ANY KIND WHATSOEVER WITH RESPECT TO THIS PROPOSAL BY VIRTUE OF THIS OR ANY WRITTEN OR ORAL EXPRESSION THEREOF. THIS PROPOSAL NEITHER OBLIGATES A PARTY TO DEAL EXCLUSIVELY WITH THE OTHER PARTY NOR PREVENTS A PARTY OR ANY OF ITS AFFILIATES FROM COMPETING WITH ANOTHER PARTY OR ANY OF ITS AFFILIATES.

THIS PROPOSAL IS CONTINGENT UPON SELLER RECEIVING ALL REQUISITE APPROVALS, INCLUDING APPROVAL FROM THE AMEREN RISK MANAGEMENT STEERING COMMITTEE.

NOT A FINAL OFFER

# Master Power Purchase & Sale Agreement

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Version 2.1 (modified 4/25/00)  
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ATTRIBUTION TO THE COPYRIGHT OWNERS IS REQUESTED.

## MASTER POWER PURCHASE AND SALES AGREEMENT

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**MASTER POWER PURCHASE AND SALE AGREEMENT**

**Exhibit 2**

**COVER SHEET**

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This *Master Power Purchase and Sale Agreement* ("Master Agreement") is made as of the following date: December 1, 2003 ("Effective Date"). The *Master Agreement*, together with the exhibits, schedules and any written supplements hereto, the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any confirmations accepted in accordance with Section 2.3 hereto) shall be referred to as the "Agreement." The Parties to this *Master Agreement* are the following:

**East Kentucky Power Cooperative, Inc. ("Party A")**

**Ameren Energy Marketing Company ("Party B")**

**All Notices:**

**All Notices:**

Street: 4775 Lexington Road

Street: 1901 Chouteau Ave., Mail Code: AME-950

City: Winchester, KY ZIP: 40391

City: St. Louis, MO ZIP: 63103

Attn: Vice President, Finance & Planning

Attn: Contract Administration – Shawn Washington

Phone: (859) 744-4812

Phone: (314) 613-9413

Facsimile: (859) 744-6008

Facsimile: (314) 613-9015

Duns: 00-777-9416

Duns: 15-791-2432

Federal Tax ID Number: 61-0461919

Federal Tax ID Number: 37-1395583

**Invoices:**

**Invoices:**

Attn: Sr. Accountant – Off System Power Billing

Attn: Ron Ryckman

Phone: (859) 744-4812

Phone: (314) 613-9109

Facsimile: (859) 737-6068

Facsimile: (314) 613-9015

**Scheduling:**

**Scheduling:**

Attn: Keith Pope, ACES Power Marketing (Agent)

Attn: Hourly Desk

Phone: (317) 344-7000

Phone: (314) 613-9500

Facsimile: (317) 344-7010

Facsimile: (314) 613-9022

**Payments:**

**Payments:**

Attn: Power Billing

Attn: Treasury Department

Phone: (859) 744-4812

Phone: (314) 554-4287

Facsimile: (859) 744-6008

Facsimile: (314) 554-2401

**Wire Transfer:**

**Wire Transfer:**

BNK: PNC Bank, N.A.

BNK: Bank One

ABA: 043000096

ABA: 071100269

ACCT: 1009562485

ACCT: 622386886

**Credit and Collections:**

**Credit and Collections:**

Attn: Finance Department

Attn: Director of Credit

Phone: (859) 744-4812

Phone: (314) 554-3512

Facsimile: (859) 744-6008

Facsimile: (314) 613-9006

**Confirmations: ACES Power**

**Confirmations:**

Attn: Contract Administration

Attn: Contract Administrator

Phone: (317) 344-7020

Phone: (314) 613-9196

Facsimile: (317) 344-7099

Facsimile: (314) 613-9105

With additional Notices of an Event of Default or Potential Event of Default to:

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: Vice President, Finance & Planning

Attn: Vice President

Phone: (859) 744-4812

Phone: (314) 613-9136

Facsimile: (859) 744-6008

Facsimile: (314) 613-9073



The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Party A Tariff      Tariff \_\_\_\_\_      Dated \_\_\_\_\_      Docket Number \_\_\_\_\_

Party B Tariff      Tariff: Rate Schedule FERC No. 1      Dated: 2/15/2000      Docket Number: ER00-816

**Article Two**

Transaction Terms and Conditions      ■ Optional provision in Section 2.4. If not checked, inapplicable.

**Article Four**

Remedies for Failure to Deliver or Receive      ■ Accelerated Payment of Damages. If not checked, inapplicable. Only applicable if Damage amount is equal to or greater than five-hundred thousand dollars (\$500,000).

**Article Five**

Events of Default; Remedies       Cross Default for Party A:  
 Party A: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_  
 Other Entity: \_\_\_\_\_      Cross Default Amount: \_\_\_\_\_  
 Cross Default for Party B:  
 Party B: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_  
 Other Entity: \_\_\_\_\_      Cross Default Amount \$ \_\_\_\_\_

5.6 Closeout Setoff

- Option A (Applicable if no other selection is made.)
- Option B – Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: \_\_\_\_\_
- Option C (No Setoff)

**Article 8**

Credit and Collateral Requirements

8.1 Party A Credit Protection:

(a) Financial Information:

- Option A
- Option B Specify: Ameren Corporation
- Option C Specify:

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following:

Party B Collateral Threshold: The Collateral Threshold shall be an amount up to the guaranty amount, which can be amended from time to time, but shall not exceed \$7,000,000; provided, however, that Party B's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount: \$-0-

Party B Rounding Amount: \$100,000.00

(d) Downgrade Event:

- Not Applicable
- Applicable

If applicable, complete the following:

It shall be a Downgrade Event for Party B if Party B's Credit Rating (or Party B Guarantor's Credit Rating (if applicable) falls below

"BBB-" (or its equivalent) from S&P or

"Baa3" from Moody's

or if Party B (or Party B's Guarantor) is not rated by either S&P or Moody's

Other:  
Specify:

(e) Guarantor for Party B: Ameren Corporation

Guarantee Amount: An amount agreed to from time to time

8.2 **Party B Credit Protection:**

(a) Financial Information:

- Option A
- Option B Specify: \_\_\_\_\_
- Option C Specify: \_\_\_\_\_

(b) Credit Assurances:

- Not Applicable
- Applicable

(c) Collateral Threshold:

- Not Applicable
- Applicable

If applicable, complete the following:

Party A Collateral Threshold: \$3,000,000; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$-0-

Party A Rounding Amount: \$100,000.00

(d) Downgrade Event:

Not Applicable

- Applicable

If applicable, complete the following:

- It shall be a Downgrade Event for Party A if Party A's Credit Rating (or Party's A Guarantor's Credit Rating (if applicable) falls below

"BBB-" from S&P or

"Baa3" from Moody's

or if Party A (or Party A's Guarantor) is not rated by either S&P or Moody's

- Other:

Specify: Material adverse change in financial condition of Party A.

(e) Guarantor for Party A:

Guarantee Amount: \_\_\_\_\_

Article 10

Confidentiality ■ Confidentiality Applicable

If not checked, inapplicable.

Schedule M

- Party A is a Governmental Entity or Public Power System
- Party B is a Governmental Entity or Public Power System
- Add Section 3.6. If not checked, inapplicable
- Add Section 8.6. If not checked, inapplicable

Other Changes

Specify, if any: **See Rider 1 below.**

**Rider 1:**

**Amendments to Article One:**

A) Revise Section 1.12 as follows:

In the fourth line, replace "issues" with "issuer".

B) Revise Section 1.27 as follows:

Insert "substance, tenor and amount" as follows: "...in a form, substance, tenor and amount acceptable to the Party in whose favor the letter of credit is issued."

C) Revise Section 1.45 as follows:

Add to the end of definition: In addition, Performance Assurance shall be deemed, for all legal purposes, to mean adequate assurance as such term is used in the Uniform Commercial Code (UCC) and the Bankruptcy Code and amendments thereto. The Parties specifically recognize that the use of Performance Assurance throughout this Agreement shall not limit any legal right, action or remedy that would have otherwise been available to the aggrieved Party under either the UCC or Bankruptcy Code.

D) Revise Section 1.50 as follows:

In Section 1.50, replace the reference to "Section 2.4" with a reference to "Section 2.5".

**Amendment to Article Two:**

A) Revise Section 2.2 as follows:

Add the following as a separate, second paragraph: "Party A and Party B confirm that this Agreement shall supersede and replace all prior agreements between the Parties hereto with respect to the subject matter hereof. Party A and Party B further agree that all Transactions shall be governed by this Agreement, and are part of the single integrated agreement between the Parties consistent with the first paragraph of this Section 2.2."

**Amendment to Article Five:**A) Revise Section 5.7 as follows:

In the sixth line, capitalize the word "early".

**Amendments to Article Eight:**A) Revise Section 8.1 (b) as follows:

After "if Party A has reasonable grounds" add "or reasonable good faith belief"

Delete "Party B's creditworthiness or performance under this Agreement has become unsatisfactory" and substitute with the following: "the ability of Party B to perform its obligations under this Agreement is impaired or that its creditworthiness has become unsatisfactory,"

B) Section 8.1 (d) is amended as follows: in the fifth line, immediately after the word "notice", insert the phrase "or fails to maintain such Performance Assurance or guaranty or other credit assurance for so long as the downgrade Event is continuing,"

C) Revise Section 8.2 (b) as follows:

After "If Party B has reasonable grounds" add "or has reasonable good faith belief"

Delete "Party A's creditworthiness or performance under this Agreement has become unsatisfactory" and substitute with the following: "the ability of Party A to perform its obligations under this Agreement is impaired or that its creditworthiness has become unsatisfactory,"

D) Section 8.2 (d) is amended as follows: in the fifth line, immediately after the word "notice", insert the phrase "Or fails to maintain such Performance Assurance or guaranty or other credit assurance for so long as the downgrade Event is continuing,".

E) Revise Section 8.3 as follows:

After "(ii) exercise its rights of setoff" add ", recoupment and netting".

After "(iv) liquidate all Performance Assurance" add "and any other funds".

**Amendments to Article Ten:**A) Revise Section 10.2 as follows:

At the end of subsection (viii) add the following:

"; it is understood that information and explanations of the terms and conditions of each such Transaction shall not be considered investment or trading advice or a recommendation to enter into that Transaction; no communication (written or oral) made by the other Party shall be deemed an assurance or guarantee as to the expected results of that Transaction; and the other party is not acting as a fiduciary for or an advisor to it in respect of that Transaction;"

B) Revise Section 10.5 as follows:

Delete "consent may be withheld in the exercise of its sole discretion" and substitute with the following "consent shall not be unreasonably withheld".

Add after last sentence:

"Creditworthiness under this Section is to be determined by the non-transferring Party."

C) Revise Section 10.6 as follows:

Add at the end of the paragraph: "If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall be referred for resolution to a senior representative of each Party. Upon receipt of a written notice that a dispute is to be resolved by the Parties' senior representatives, which notice shall also name the notifying Party's senior representative, the other Party shall promptly notify the notifying Party of the name of its senior representative. The senior representatives so designated shall attempt to resolve the dispute on an informal basis as promptly as practicable. Unless the dispute has been resolved by written agreement within forty-five (45) calendar days from the date when one Party first notified the other Party of the existence of a dispute, either Party may proceed with any other legal remedy available, consistent with this Section 10.6 of the Agreement. In any case, no indirect, special, incidental or consequential damages shall be awarded to the Parties."

D) Revise Section 10.11 Confidentiality, as follows:

The definition of "Confidentiality" is modified to add "a affiliates, agents" following the word "accountants".

E) Add Section 10.12 Agent, as follows:

ACES Power Marketing will serve as Party A's agent and is responsible for the trading, scheduling and check-out unless otherwise designated by Party A.

**Amendments to Schedule P:**

A) The definition of "Native Load" in the Product Schedule is modified to include the following language to the end of the definition: "..., or that an electric cooperative supplies through a wholesale all-requirements contract to member distribution systems with statutory obligations to serve."

B) Transaction(s) for the purchase and sale of power in which the performance obligation and Delivery Point is defined as "Into Cinergy," are subject to and will be performed in accordance with the "Conversion Convention For An Into Cinergy Product" dated January 21, 2002, and attached hereto as Exhibit B, as published by the Edison Electric Institute "EEI", unless expressly otherwise agreed.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be duly executed as of the date first above written.

EAST KENTUCKY POWER COOPERATIVE, INC.

AMEREN ENERGY MARKETING COMPANY

By: David G. Eames

By: Andrew M. Serri

Name: David G. Eames

Name: Andrew M. Serri

Title: Vice President, Finance & Planning

Title: Vice President

## CONVERSION CONVENTION FOR AN INTO CINERGY PRODUCT

### INTRODUCTION TO GUIDING PRINCIPLES

The Federal Energy Regulatory Commission (FERC) in Electricity Market Design and Structure; Docket No. RM01-12-000; 97 FERC ¶ 61, 146; issued an “Order Providing Guidance On Continued Processing Of RTO Filings” (Issued November 7, 2001) providing that FERC has “endeavored for several years to create regional transmission organizations (RTOs) to capture the benefits and efficiencies of a competitive power marketplace for the nation's electricity customers.” The precise start-up date for such RTOs is uncertain and the resulting governing rules and regulations are uncertain. Nonetheless, the below signatories desire to bring about some common understanding as to guiding principles that will assist in the interpretation of the existing products under a regional transmission organization. Specifically, with the formation of the Midwest Independent System Operation (MISO), many market participants that have existing transactions for an “Into Cinergy, Seller’s Daily Choice” product as defined in the EEI/NEMA Power Purchase And Sale Master Agreement, version 2.1 (modified 4/25/00) (“Master Agreement”) and that have existing transactions under other agreements that reference an “Into Cinergy” delivery obligation have met to discuss the effect of the MISO on rights, duties and commercial risks of these existing transactions. As a result of these discussions, certain general principles have been conceptually advanced to ensure a smooth transition into MISO and promote continued liquidity of the Cinergy trading hub.

In addressing the transition to the regional transmission markets, the following “Guiding Principles” are recommended by the EEI Drafting Committee to assist all market participants:

1. The formation of RTOs does not affect the legality, enforceability or binding nature of the existing Into Product transaction.
2. The formation of RTOs affects only the transmission-related obligations of the parties.
3. The rights, responsibilities and risk allocation as between Buyers and Sellers of the Into Product should be maintained to the extent feasible within the RTO structure.
4. The interpretation of the existing product under the RTO should result in the same market function as the existing product in such a manner as to maintain and promote liquidity, fungibility, simplicity and an unambiguous physically traded location.

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**MISO-EAST CONVERSION OF INTO CINERGY PRODUCT****Definitions**

“MISO East” means the MISO area defined as Cinergy Services (including IMPA & WVPA) [ Zone 4 ], Hoosier Energy [ Zone 6 ], Indianapolis Power & Light [ Zone 8 ], Louisville G & E/Kentucky Utilities [Zone 9], Vectren Energy [Zone 18] and all subsequent MISO transmission owning entities where MISO (or its successors or assigns) transmission service is sufficient for delivery into MISO's Zone 4 without the need for non-MISO transmission service.

“Into Cinergy, Seller’s Daily Choice” means that, in accordance with the provisions set forth below, upon formation of the Midwest Independent System Operator (MISO) (1) the Product shall be scheduled and delivered by Seller (a) if from a Generation Source in MISO East, then to Zone 4 of the MISO on firm or non-firm transmission such that the Buyer could sink the energy in Zone 4 without purchasing incremental transmission or (b) if from a Generation Source outside MISO East, then to a Designated Interface existing between the Cinergy System and adjoining utility systems at which Available Transmission Capacity exists for Buyer to receive the Product on firm transmission, or to zone 4 of the MISO, or (c) at a generation bus-bar within Zone 4 (“Bus-bar”) of MISO if the Product is from a source of generation in Zone 4 at which Available Transmission Capacity exists for Buyer to sink the Product on firm transmission in Zone 4; (2) Seller has the right on a daily prescheduled basis to designate the Generating Source from which the Product shall be delivered; and (3) if Buyer obtains non-firm transmission, (a) from Zone 4 to the ultimate sink, or (b) from either a (i) Bus-bar in Zone 4 or (ii) a Designated Interface existing between the Cinergy System and the transmission system of a non-MISO Transmission Provider to which MISO is interconnected, to (iii) a Delivery Point at another Designated Interface existing between the Cinergy system and a non-MISO Transmission Provider to which MISO is interconnected or (iv) a Delivery Point on or in the system of a non-MISO Transmission Provider to which MISO is interconnected, and the subject Transaction is curtailed by a Transmission Provider as a result, then Seller shall be deemed to have satisfied its delivery obligations, Buyer shall be deemed to have failed to receive the Product, and Buyer shall be liable to Seller for damages pursuant to Article Four. The following table contains a comparison of the obligations, rights, and Transaction curtailment risks associated with an “Into Cinergy” Product before the commencement of operations of the MISO with the corresponding obligations, rights, and Transaction curtailment risks under the consensus Conversion Convention for such Product as of the date of commencement of MISO’s operations:

Comparison of Former Into Cinergy Product and MISO Day One Into Cinergy Product				
Former Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation			MISO Day One Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation	
Activity	Seller	Buyer	Seller	Buyer
Delivery Obligation	To Designated Interface (DI) or from Control Area Generation	Receive at DI or Control Area Generation Bus bar	From GS in MISO East to MISO Zone 4 (Cinergy Services, Inc., Indiana Municipal Power Agency and Wabash Valley Power Association) or from GS outside MISO East to a Designated Interface existing between the Cinergy System and adjoining utility systems (Non-MISO Interface) or from a GS in Zone 4	Receive at MISO in Zone 4 if from GS in MISO East, or the Designated Interface existing between the Cinergy System and adjoining utility systems (Non-MISO Interface), or at bus bar from a GS in Zone 4
Scheduling	Day ahead by 11 AM CPT	None	MISO requirements	MISO requirements
Generation Source	Seller's choice from anywhere or within Cinergy	No choice as to source of supply	No change	No change



Comparison of Former Into Cinergy Product and MISO Day One Into Cinergy Product				
Former Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation			MISO Day One Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation	
Activity	Seller	Buyer	Seller	Buyer
Purchase of Transmission	Seller buys transmission from Source to DI; No transmission if use Cinergy generation source	Buyer buys transmission from DI to ultimate sink or from Cinergy generation source to ultimate sink	Seller buys transmission from GS to Zone 4 if GS within MISO East or to a Non-MISO Interface. No transmission if GS is in Zone 4.	Buyer buys transmission (a) to ultimate sink if ultimate sink other than Zone 4 (i.e., Buyer buys the take away wheel.) and (b) from the Non-MISO Interface, and (c) from GS in Zone 4
Use of Firm Transmission	Optional to Seller; If Seller's firm transmission curtailed from GS to Cinergy, Seller re-supplies to Alternative Designated Interface (ADI) & each of Seller and Buyer pays for its transmission	Must be available to Buyer. If Buyer's firm transmission curtailed within Cinergy, Buyer receives at ADI & each of Buyer and Seller pays for its transmission.	Optional to Seller from GS in MISO East to Zone 4 or a Non-MISO Interface. If curtailed Seller re-supplies from alternative GS and pays for its transmission.	Must be available to Buyer. Buyer pays for its transmission. Buyer's use of firm Transmission out of Zone 4 is at Buyer's option and risk.

Comparison of Former Into Cinergy Product and MISO Day One Into Cinergy Product				
Former Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation			MISO Day One Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation	
Activity	Seller	Buyer	Seller	Buyer Rationale
Use of Non-firm Transmission	Seller option. If transmission curtailed, Seller re-supplies to ADI and pays its and Buyer's transmission.	Seller can require Buyer to take non-firm @ Seller's risk. Buyer can elect non-firm @ Buyer's risk and in such case Seller has no re-supply obligation if transmission curtailed.	Non-firm from GS in MISO East to Zone 4 and to a Non-MISO Interface at Seller's option and risk. If curtailed, Seller re-supplies to and pays transmission to Zone 4.	If from GS in Zone 4 or at the Non-MISO Interface, Seller can require Buyer to take non-firm @ Seller's risk. Buyer's use of non-firm transmission out of Zone 4 at Buyer's Option and risk.
Transmission – Hourly Firm or Non Firm to/from DI or ADI if day ahead firm transmission schedule sinking in Cinergy is curtailed	Seller may require Buyer to buy hourly transmission	If both Seller and Buyer bought firm transmission, then each pays for its own replacement transmission.]	Seller designates alternate GS, and pays for its transmission	Buyer provides and pays for its transmission.

Comparison of Former Into Cinergy Product and MISO Day One Into Cinergy Product				
Former Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation			MISO Day One Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation	
Activity	Seller	Buyer	Seller	Buyer Rationale
Non-delivery to DI due to loss of GS.	Move to ADI or control area generation. Seller pays for its and Buyer's transmission.	Receive at ADI or control area generation.	Seller resupplies to Zone 4 and pays for transmission to Zone 4 if from a GS in MISO East or at the Non-MISO Interface and pays for its and Buyer's transmission. Seller pays losses from alternative GS to Zone 4 less Zone 4 losses.	Buyer pays any transmission out of Zone 4.
Seller & Buyer Firm Transmission Curtailed To or within Cinergy	Seller re-supplies to ADI & pays for its transmission	Buyer receives at ADI & pays for its transmission	Seller re-supplies to and pays for its transmission.	Buyer pays for its transmission.

Comparison of Former Into Cinergy Product and MISO Day One Into Cinergy Product				
Former Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation			MISO Day One Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation	
Activity	Seller	Buyer	Seller	Buyer
Buyer elected non-firm transmission which was curtailed	Seller deemed to have met its delivery obligations and not obligated to re-supply	Buyer assumes risk of transmission curtailment & pays LDs	Seller deemed to have met its delivery obligations and not obligated to re-supply	Buyer assumes risk of transmission curtailment and pays LDs.
Seller elected non-firm transmission to Cinergy, which is curtailed	Seller re-supplies to ADI & pays for all transmission	Buyer arranges transmission from ADI at Seller's expense	If Seller's non-firm transmission from GS in MISO East to Zone 4 or to the Non-MISO Interface is curtailed, Seller re-supplies and pays for Buyer's transmission to Zone 4.	Buyer pays for transmission from Zone 4.
Transmission out of Cinergy curtailed	Seller deemed to have met its delivery obligation; no obligation to re-supply	Buyer deemed to have failed to receive; liable for LDs	Seller deemed to have met its delivery obligation; no obligation to re-supply.	Buyer deemed to have failed to receive; liable for LDs

Comparison of Former Into Cinergy Product and MISO Day One Into Cinergy Product				
Former Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation			MISO Day One Into Cinergy Product Obligations, Rights and Transaction Curtailment Risk Allocation	
Activity	Seller	Buyer	Seller	Buyer
Force Majeure	Seller excused only if "prevented," i.e., only if no ADI & no control area generation.	Buyer excused only if no transmission from ADI or bus bar in control area.	No Force majeure unless no transmission at any MISO interface, no GS in MISO, no transmission into Zone 4, and no GS in Zone 4. (i.e., "prevented")	
Ancillary Services	Seller supplies to ADI or at control area bus bar	Buyer supplies from ADI or from bus bar to ultimate sink	Seller pays from GS in MISO East to Zone 4 or to the Non-MISO Interface.	Buyer pays from Zone 4 to ultimate sink if GS in MISO East or from the Non-MISO Interface.
Supply of Transmission Energy Losses	Seller supplies to ADI or at control area bus bar	Buyer supplies from ADI or from bus bar to ultimate sink	Seller provides losses from GS to Zone 4, less Zone 4 losses.	Buyer provides Zone 4 losses and losses to ultimate sink.

## GENERAL TERMS AND CONDITIONS

### ARTICLE ONE: GENERAL DEFINITIONS

1.1 “Affiliate” means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.2 “Agreement” has the meaning set forth in the Cover Sheet.

1.3 “Bankrupt” means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

1.4 “Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party’s principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

1.5 “Buyer” means the Party to a Transaction that is obligated to purchase and receive, or cause to be received, the Product, as specified in the Transaction.

1.6 “Call Option” means an Option entitling, but not obligating, the Option Buyer to purchase and receive the Product from the Option Seller at a price equal to the Strike Price for the Delivery Period for which the Option may be exercised, all as specified in the Transaction. Upon proper exercise of the Option by the Option Buyer, the Option Seller will be obligated to sell and deliver the Product for the Delivery Period for which the Option has been exercised.

1.7 “Claiming Party” has the meaning set forth in Section 3.3.

1.8 “Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

1.9 “Confirmation” has the meaning set forth in Section 2.3.

1.10 “Contract Price” means the price in \$U.S. (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in the Transaction.

1.11 “Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace a Terminated Transaction; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.

1.12 “Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issues rating by S&P, Moody’s or any other rating agency agreed by the Parties as set forth in the Cover Sheet.

1.13 “Cross Default Amount” means the cross default amount, if any, set forth in the Cover Sheet for a Party.

1.14 “Defaulting Party” has the meaning set forth in Section 5.1.

1.15 “Delivery Period” means the period of delivery for a Transaction, as specified in the Transaction.

1.16 “Delivery Point” means the point at which the Product will be delivered and received, as specified in the Transaction.

1.17 “Downgrade Event” has the meaning set forth on the Cover Sheet.

1.18 “Early Termination Date” has the meaning set forth in Section 5.2.

1.19 “Effective Date” has the meaning set forth on the Cover Sheet.

1.20 “Equitable Defenses” means any bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

1.21 “Event of Default” has the meaning set forth in Section 5.1.

1.22 “FERC” means the Federal Energy Regulatory Commission or any successor government agency.

1.23 “Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under one or more Transactions, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically

to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller's supply; or (iv) Seller's ability to sell the Product at a price greater than the Contract Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred. The applicability of Force Majeure to the Transaction is governed by the terms of the Products and Related Definitions contained in Schedule P.

1.24 "Gains" means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of a Terminated Transaction, determined in a commercially reasonable manner.

1.25 "Guarantor" means, with respect to a Party, the guarantor, if any, specified for such Party on the Cover Sheet.

1.26 "Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

1.27 "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form acceptable to the Party in whose favor the letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

1.28 "Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of a Terminated Transaction, determined in a commercially reasonable manner.

1.29 "Master Agreement" has the meaning set forth on the Cover Sheet.

1.30 "Moody's" means Moody's Investor Services, Inc. or its successor.

1.31 "NERC Business Day" means any day except a Saturday, Sunday or a holiday as defined by the North American Electric Reliability Council or any successor organization thereto. A NERC Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.



1.32 “Non-Defaulting Party” has the meaning set forth in Section 5.2.

1.33 “Offsetting Transactions” mean any two or more outstanding Transactions, having the same or overlapping Delivery Period(s), Delivery Point and payment date, where under one or more of such Transactions, one Party is the Seller, and under the other such Transaction(s), the same Party is the Buyer.

1.34 “Option” means the right but not the obligation to purchase or sell a Product as specified in a Transaction.

1.35 “Option Buyer” means the Party specified in a Transaction as the purchaser of an option, as defined in Schedule P.

1.36 “Option Seller” means the Party specified in a Transaction as the seller of an option , as defined in Schedule P.

1.37 “Party A Collateral Threshold” means the collateral threshold, if any, set forth in the Cover Sheet for Party A.

1.38 “Party B Collateral Threshold” means the collateral threshold, if any, set forth in the Cover Sheet for Party B.

1.39 “Party A Independent Amount” means the amount , if any, set forth in the Cover Sheet for Party A.

1.40 “Party B Independent Amount” means the amount , if any, set forth in the Cover Sheet for Party B.

1.41 “Party A Rounding Amount” means the amount, if any, set forth in the Cover Sheet for Party A.

1.42 “Party B Rounding Amount” means the amount, if any, set forth in the Cover Sheet for Party B.

1.43 “Party A Tariff” means the tariff, if any, specified in the Cover Sheet for Party A.

1.44 “Party B Tariff” means the tariff, if any, specified in the Cover Sheet for Party B.

1.45 “Performance Assurance” means collateral in the form of either cash, Letter(s) of Credit, or other security acceptable to the Requesting Party.

1.46 “Potential Event of Default” means an event which, with notice or passage of time or both, would constitute an Event of Default.

1.47 “Product” means electric capacity, energy or other product(s) related thereto as specified in a Transaction by reference to a Product listed in Schedule P hereto or as otherwise specified by the Parties in the Transaction.

1.48 “Put Option” means an Option entitling, but not obligating, the Option Buyer to sell and deliver the Product to the Option Seller at a price equal to the Strike Price for the Delivery Period for which the option may be exercised, all as specified in a Transaction. Upon proper exercise of the Option by the Option Buyer, the Option Seller will be obligated to purchase and receive the Product.

1.49 “Quantity” means that quantity of the Product that Seller agrees to make available or sell and deliver, or cause to be delivered, to Buyer, and that Buyer agrees to purchase and receive, or cause to be received, from Seller as specified in the Transaction.

1.50 “Recording” has the meaning set forth in Section 2.4.

1.51 “Replacement Price” means the price at which Buyer, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Product specified in a Transaction but not delivered by Seller, plus (i) costs reasonably incurred by Buyer in purchasing such substitute Product and (ii) additional transmission charges, if any, reasonably incurred by Buyer to the Delivery Point, or at Buyer’s option, the market price at the Delivery Point for such Product not delivered as determined by Buyer in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Buyer be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller’s liability. For the purposes of this definition, Buyer shall be considered to have purchased replacement Product to the extent Buyer shall have entered into one or more arrangements in a commercially reasonable manner whereby Buyer repurchases its obligation to sell and deliver the Product to another party at the Delivery Point.

1.52 “S&P” means the Standard & Poor’s Rating Group (a division of McGraw-Hill, Inc.) or its successor.

1.53 “Sales Price” means the price at which Seller, acting in a commercially reasonable manner, resells at the Delivery Point any Product not received by Buyer, deducting from such proceeds any (i) costs reasonably incurred by Seller in reselling such Product and (ii) additional transmission charges, if any, reasonably incurred by Seller in delivering such Product to the third party purchasers, or at Seller’s option, the market price at the Delivery Point for such Product not received as determined by Seller in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Buyer’s liability. For purposes of this definition, Seller shall be considered to have resold such Product to the extent Seller shall have entered into one or more arrangements in a commercially reasonable manner whereby Seller repurchases its obligation to purchase and receive the Product from another party at the Delivery Point.

1.54 “Schedule” or “Scheduling” means the actions of Seller, Buyer and/or their designated representatives, including each Party’s Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Period at a specified Delivery Point.

1.55 “Seller” means the Party to a Transaction that is obligated to sell and deliver, or cause to be delivered, the Product, as specified in the Transaction.

1.56 “Settlement Amount” means, with respect to a Transaction and the Non-Defaulting Party, the Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of the liquidation of a Terminated Transaction pursuant to Section 5.2.

1.57 “Strike Price” means the price to be paid for the purchase of the Product pursuant to an Option.

1.58 “Terminated Transaction” has the meaning set forth in Section 5.2.

1.59 “Termination Payment” has the meaning set forth in Section 5.3.

1.60 “Transaction” means a particular transaction agreed to by the Parties relating to the sale and purchase of a Product pursuant to this Master Agreement.

1.61 “Transmission Provider” means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Point in a particular Transaction.

## ARTICLE TWO: TRANSACTION TERMS AND CONDITIONS

2.1 Transactions. A Transaction shall be entered into upon agreement of the Parties orally or, if expressly required by either Party with respect to a particular Transaction, in writing, including an electronic means of communication. Each Party agrees not to contest, or assert any defense to, the validity or enforceability of the Transaction entered into in accordance with this Master Agreement (i) based on any law requiring agreements to be in writing or to be signed by the parties, or (ii) based on any lack of authority of the Party or any lack of authority of any employee of the Party to enter into a Transaction.

2.2 Governing Terms. Unless otherwise specifically agreed, each Transaction between the Parties shall be governed by this Master Agreement. This Master Agreement (including all exhibits, schedules and any written supplements hereto), the Party A Tariff, if any, and the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmations accepted in accordance with Section 2.3) shall form a single integrated agreement between the Parties. Any inconsistency between any terms of this Master Agreement and any terms of the Transaction shall be resolved in favor of the terms of such Transaction.

2.3 Confirmation. Seller may confirm a Transaction by forwarding to Buyer by facsimile within three (3) Business Days after the Transaction is entered into a confirmation (“Confirmation”) substantially in the form of Exhibit A. If Buyer objects to any term(s) of such Confirmation, Buyer shall notify Seller in writing of such objections within two (2) Business Days of Buyer’s receipt thereof, failing which Buyer shall be deemed to have accepted the terms as sent. If Seller fails to send a Confirmation within three (3) Business Days after the Transaction is entered into, a Confirmation substantially in the form of Exhibit A, may be forwarded by Buyer to Seller. If Seller objects to any term(s) of such Confirmation, Seller shall notify Buyer of such objections within two (2) Business Days of Seller’s receipt thereof, failing

which Seller shall be deemed to have accepted the terms as sent. If Seller and Buyer each send a Confirmation and neither Party objects to the other Party's Confirmation within two (2) Business Days of receipt, Seller's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation, unless (i) Seller's Confirmation was sent more than three (3) Business Days after the Transaction was entered into and (ii) Buyer's Confirmation was sent prior to Seller's Confirmation, in which case Buyer's Confirmation shall be deemed to be accepted and shall be the controlling Confirmation. Failure by either Party to send or either Party to return an executed Confirmation or any objection by either Party shall not invalidate the Transaction agreed to by the Parties.

2.4 Additional Confirmation Terms. If the Parties have elected on the Cover Sheet to make this Section 2.4 applicable to this Master Agreement, when a Confirmation contains provisions, other than those provisions relating to the commercial terms of the Transaction (e.g., price or special transmission conditions), which modify or supplement the general terms and conditions of this Master Agreement (e.g., arbitration provisions or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 2.3 unless agreed to either orally or in writing by the Parties; provided that the foregoing shall not invalidate any Transaction agreed to by the Parties.

2.5 Recording. Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording ("Recording") of all telephone conversations between the Parties to this Master Agreement, and that any such Recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees. The Recording, and the terms and conditions described therein, if admissible, shall be the controlling evidence for the Parties' agreement with respect to a particular Transaction in the event a Confirmation is not fully executed (or deemed accepted) by both Parties. Upon full execution (or deemed acceptance) of a Confirmation, such Confirmation shall control in the event of any conflict with the terms of a Recording, or in the event of any conflict with the terms of this Master Agreement.

### **ARTICLE THREE: OBLIGATIONS AND DELIVERIES**

3.1 Seller's and Buyer's Obligations. With respect to each Transaction, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Quantity of the Product at the Delivery Point, and Buyer shall pay Seller the Contract Price; provided, however, with respect to Options, the obligations set forth in the preceding sentence shall only arise if the Option Buyer exercises its Option in accordance with its terms. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.

3.2 Transmission and Scheduling. Seller shall arrange and be responsible for transmission service to the Delivery Point and shall Schedule or arrange for Scheduling services

with its Transmission Providers, as specified by the Parties in the Transaction, or in the absence thereof, in accordance with the practice of the Transmission Providers, to deliver the Product to the Delivery Point. Buyer shall arrange and be responsible for transmission service at and from the Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers to receive the Product at the Delivery Point.

3.3 Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under the Transaction and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to such Transaction (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

#### **ARTICLE FOUR: REMEDIES FOR FAILURE TO DELIVER/RECEIVE**

4.1 Seller Failure. If Seller fails to schedule and/or deliver all or part of the Product pursuant to a Transaction, and such failure is not excused under the terms of the Product or by Buyer's failure to perform, then Seller shall pay Buyer, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified on the Cover Sheet, within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

4.2 Buyer Failure. If Buyer fails to schedule and/or receive all or part of the Product pursuant to a Transaction and such failure is not excused under the terms of the Product or by Seller's failure to perform, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred or, if "Accelerated Payment of Damages" is specified on the Cover Sheet, within five (5) Business Days of invoice receipt, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount.

#### **ARTICLE FIVE: EVENTS OF DEFAULT; REMEDIES**

5.1 Events of Default. An "Event of Default" shall mean, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) Business Days after written notice;

- (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;
- (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive the Product, the exclusive remedy for which is provided in Article Four) if such failure is not remedied within three (3) Business Days after written notice;
- (d) such Party becomes Bankrupt;
- (e) the failure of such Party to satisfy the creditworthiness/collateral requirements agreed to pursuant to Article Eight hereof;
- (f) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- (g) if the applicable cross default section in the Cover Sheet is indicated for such Party, the occurrence and continuation of (i) a default, event of default or other similar condition or event in respect of such Party or any other party specified in the Cover Sheet for such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet), which results in such indebtedness becoming, or becoming capable at such time of being declared, immediately due and payable or (ii) a default by such Party or any other party specified in the Cover Sheet for such Party in making on the due date therefor one or more payments, individually or collectively, in an aggregate amount of not less than the applicable Cross Default Amount (as specified in the Cover Sheet);
- (h) with respect to such Party's Guarantor, if any:
  - (i) if any representation or warranty made by a Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated;
  - (ii) the failure of a Guarantor to make any payment required or to perform any other material covenant or obligation in any guaranty made in connection with this Agreement and such failure shall not be remedied within three (3) Business Days after written notice;

- (iii) a Guarantor becomes Bankrupt;
- (iv) the failure of a Guarantor's guaranty to be in full force and effect for purposes of this Agreement (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under each Transaction to which such guaranty shall relate without the written consent of the other Party; or
- (v) a Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty.

5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all, but not less than all, Transactions (each referred to as a "Terminated Transaction") between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement and (iii) suspend performance. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for each such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable).

5.3 Net Out of Settlement Amounts. The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (a) all Settlement Amounts that are due to the Defaulting Party, plus, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Article Eight, plus any or all other amounts due to the Defaulting Party under this Agreement against (b) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable by one Party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate.

5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective.

5.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written

explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Assurance to the Non-Defaulting Party in an amount equal to the Termination Payment.

#### 5.6 Closeout Setoffs.

Option A: After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting Party to the Non-Defaulting Party under any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party and/or (ii) to the extent the Transactions are not yet liquidated in accordance with Section 5.2, withhold payment of the Termination Payment to the Defaulting Party. The remedy provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

Option B: After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting Party or any of its Affiliates to the Non-Defaulting Party or any of its Affiliates under any other agreements, instruments or undertakings between the Defaulting Party or any of its Affiliates and the Non-Defaulting Party or any of its Affiliates and/or (ii) to the extent the Transactions are not yet liquidated in accordance with Section 5.2, withhold payment of the Termination Payment to the Defaulting Party. The remedy provided for in this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

Option C: Neither Option A nor B shall apply.

5.7 Suspension of Performance. Notwithstanding any other provision of this Master Agreement, if (a) an Event of Default or (b) a Potential Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (i) to suspend performance under any or all Transactions; provided, however, in no event shall any such suspension continue for longer than ten (10) NERC Business Days with respect to any single Transaction unless an early Termination Date shall have been declared and notice thereof pursuant to Section 5.2 given, and (ii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity.

## ARTICLE SIX: PAYMENT AND NETTING

6.1 Billing Period. Unless otherwise specifically agreed upon by the Parties in a Transaction, the calendar month shall be the standard period for all payments under this Agreement (other than Termination Payments and, if “Accelerated Payment of Damages” is specified by the Parties in the Cover Sheet, payments pursuant to Section 4.1 or 4.2 and Option premium payments pursuant to Section 6.7). As soon as practicable after the end of each month,



each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

6.2 Timeliness of Payment. Unless otherwise agreed by the Parties in a Transaction, all invoices under this Master Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or tenth (10th) day after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

6.3 Disputes and Adjustments of Invoices. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.3 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived.

6.4 Netting of Payments. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to all Transactions through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Products during the monthly billing period under this Master Agreement, including any related damages calculated pursuant to Article Four (unless one of the Parties elects to accelerate payment of such amounts as permitted by Article Four), interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

6.5 Payment Obligation Absent Netting. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, including, but not limited to, any related damage amounts calculated pursuant to Article Four, interest, and payments or credits, that Party shall pay such sum in full when due.

6.6 Security. Unless the Party benefiting from Performance Assurance or a guaranty notifies the other Party in writing, and except in connection with a liquidation and termination in accordance with Article Five, all amounts netted pursuant to this Article Six shall not take into account or include any Performance Assurance or guaranty which may be in effect to secure a Party's performance under this Agreement.

6.7 Payment for Options. The premium amount for the purchase of an Option shall be paid within two (2) Business Days of receipt of an invoice from the Option Seller. Upon exercise of an Option, payment for the Product underlying such Option shall be due in accordance with Section 6.1.

6.8 Transaction Netting. If the Parties enter into one or more Transactions, which in conjunction with one or more other outstanding Transactions, constitute Offsetting Transactions, then all such Offsetting Transactions may by agreement of the Parties, be netted into a single Transaction under which:

- (a) the Party obligated to deliver the greater amount of Energy will deliver the difference between the total amount it is obligated to deliver and the total amount to be delivered to it under the Offsetting Transactions, and
- (b) the Party owing the greater aggregate payment will pay the net difference owed between the Parties.

Each single Transaction resulting under this Section shall be deemed part of the single, indivisible contractual arrangement between the parties, and once such resulting Transaction occurs, outstanding obligations under the Offsetting Transactions which are satisfied by such offset shall terminate.

## ARTICLE SEVEN: LIMITATIONS

7.1 Limitation of Remedies, Liability and Damages. EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR

OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### **ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS**

8.1 Party A Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet. If no option in Section 8.1(a) is specified on the Cover Sheet, Section 8.1(a) Option C shall apply exclusively. If none of Sections 8.1(b), 8.1(c) or 8.1(d) are specified on the Cover Sheet, Section 8.1(b) shall apply exclusively.

(a) Financial Information. Option A: If requested by Party A, Party B shall deliver (i) within 120 days following the end of each fiscal year, a copy of Party B's annual report containing audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of Party B's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Party B diligently pursues the preparation, certification and delivery of the statements.

Option B: If requested by Party A, Party B shall deliver (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for the party(s) specified on the Cover Sheet and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for the party(s) specified on the Cover Sheet. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

Option C: Party A may request from Party B the information specified in the Cover Sheet.

(b) Credit Assurances. If Party A has reasonable grounds to believe that Party B's creditworthiness or performance under this Agreement has become unsatisfactory, Party A will provide Party B with written notice requesting Performance Assurance in an amount determined by Party A in a commercially reasonable manner. Upon receipt of such notice Party B shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to Party A. In the event that Party B fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Party A within three (3) Business Days of receipt of notice, then an Event of Default under Article Five will be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

(c) Collateral Threshold. If at any time and from time to time during the term of this Agreement (and notwithstanding whether an Event of Default has occurred), the Termination Payment that would be owed to Party A plus Party B's Independent Amount, if any, exceeds the Party B Collateral Threshold, then Party A, on any Business Day, may request that Party B provide Performance Assurance in an amount equal to the amount by which the Termination Payment plus Party B's Independent Amount, if any, exceeds the Party B Collateral Threshold (rounding upwards for any fractional amount to the next Party B Rounding Amount) ("Party B Performance Assurance"), less any Party B Performance Assurance already posted with Party A. Such Party B Performance Assurance shall be delivered to Party A within three (3) Business Days of the date of such request. On any Business Day (but no more frequently than weekly with respect to Letters of Credit and daily with respect to cash), Party B, at its sole cost, may request that such Party B Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment plus Party B's Independent Amount, if any, (rounding upwards for any fractional amount to the next Party B Rounding Amount). In the event that Party B fails to provide Party B Performance Assurance pursuant to the terms of this Article Eight within three (3) Business Days, then an Event of Default under Article Five shall be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

For purposes of this Section 8.1(c), the calculation of the Termination Payment shall be calculated pursuant to Section 5.3 by Party A as if all outstanding Transactions had been liquidated, and in addition thereto, shall include all amounts owed but not yet paid by Party B to Party A, whether or not such amounts are due, for performance already provided pursuant to any and all Transactions.

(d) Downgrade Event. If at any time there shall occur a Downgrade Event in respect of Party B, then Party A may require Party B to provide Performance Assurance in an amount determined by Party A in a commercially reasonable manner. In the event Party B shall fail to provide such Performance Assurance or a guaranty or other credit assurance acceptable to Party A within three (3) Business Days of receipt of notice, then an Event of Default shall be deemed to have occurred and Party A will be entitled to the remedies set forth in Article Five of this Master Agreement.

(e) If specified on the Cover Sheet, Party B shall deliver to Party A, prior to or concurrently with the execution and delivery of this Master Agreement a guarantee in an amount not less than the Guarantee Amount specified on the Cover Sheet and in a form reasonably acceptable to Party A.

8.2 Party B Credit Protection. The applicable credit and collateral requirements shall be as specified on the Cover Sheet. If no option in Section 8.2(a) is specified on the Cover Sheet, Section 8.2(a) Option C shall apply exclusively. If none of Sections 8.2(b), 8.2(c) or 8.2(d) are specified on the Cover Sheet, Section 8.2(b) shall apply exclusively.

(a) Financial Information. Option A: If requested by Party B, Party A shall deliver (i) within 120 days following the end of each fiscal year, a copy of Party A's annual report containing audited consolidated financial statements for such fiscal year and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of such Party's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party diligently pursues the preparation, certification and delivery of the statements.

Option B: If requested by Party B, Party A shall deliver (i) within 120 days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year for the party(s) specified on the Cover Sheet and (ii) within 60 days after the end of each of its first three fiscal quarters of each fiscal year, a copy of quarterly report containing unaudited consolidated financial statements for such fiscal quarter for the party(s) specified on the Cover Sheet. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

Option C: Party B may request from Party A the information specified in the Cover Sheet.

(b) Credit Assurances. If Party B has reasonable grounds to believe that Party A's creditworthiness or performance under this Agreement has become unsatisfactory, Party B will provide Party A with written notice requesting Performance Assurance in an amount determined by Party B in a commercially reasonable manner. Upon receipt of such notice Party A shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to Party B. In the event that Party A fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Party B within three (3) Business Days of receipt of notice, then an Event of Default under Article Five will be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.

(c) Collateral Threshold. If at any time and from time to time during the term of this Agreement (and notwithstanding whether an Event of Default has occurred), the Termination Payment that would be owed to Party B plus Party A's Independent Amount, if any, exceeds the Party A Collateral Threshold, then Party B, on any Business Day, may request that Party A provide Performance Assurance in an amount equal to the amount by which the Termination Payment plus Party A's Independent Amount, if any, exceeds the Party A Collateral

Threshold (rounding upwards for any fractional amount to the next Party A Rounding Amount) (“Party A Performance Assurance”), less any Party A Performance Assurance already posted with Party B. Such Party A Performance Assurance shall be delivered to Party B within three (3) Business Days of the date of such request. On any Business Day (but no more frequently than weekly with respect to Letters of Credit and daily with respect to cash), Party A, at its sole cost, may request that such Party A Performance Assurance be reduced correspondingly to the amount of such excess Termination Payment plus Party A’s Independent Amount, if any, (rounding upwards for any fractional amount to the next Party A Rounding Amount). In the event that Party A fails to provide Party A Performance Assurance pursuant to the terms of this Article Eight within three (3) Business Days, then an Event of Default under Article Five shall be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.

For purposes of this Section 8.2(c), the calculation of the Termination Payment shall be calculated pursuant to Section 5.3 by Party B as if all outstanding Transactions had been liquidated, and in addition thereto, shall include all amounts owed but not yet paid by Party A to Party B, whether or not such amounts are due, for performance already provided pursuant to any and all Transactions.

(d) Downgrade Event. If at any time there shall occur a Downgrade Event in respect of Party A, then Party B may require Party A to provide Performance Assurance in an amount determined by Party B in a commercially reasonable manner. In the event Party A shall fail to provide such Performance Assurance or a guaranty or other credit assurance acceptable to Party B within three (3) Business Days of receipt of notice, then an Event of Default shall be deemed to have occurred and Party B will be entitled to the remedies set forth in Article Five of this Master Agreement.

(e) If specified on the Cover Sheet, Party A shall deliver to Party B, prior to or concurrently with the execution and delivery of this Master Agreement a guarantee in an amount not less than the Guarantee Amount specified on the Cover Sheet and in a form reasonably acceptable to Party B.

8.3 Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent either or both Parties deliver Performance Assurance hereunder, each Party (a “Pledgor”) hereby grants to the other Party (the “Secured Party”) a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Secured Party, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the Secured Party’s first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, the Non-Defaulting Party may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all Performance Assurance, including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the Defaulting Party in the possession of the Non-Defaulting Party or its agent; (iii) draw on any outstanding

Letter of Credit issued for its benefit; and (iv) liquidate all Performance Assurance then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the Defaulting Party, including any equity or right of purchase or redemption by the Defaulting Party. The Secured Party shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce the Pledgor's obligations under the Agreement (the Pledgor remaining liable for any amounts owing to the Secured Party after such application), subject to the Secured Party's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

#### ARTICLE NINE: GOVERNMENTAL CHARGES

9.1 Cooperation. Each Party shall use reasonable efforts to implement the provisions of and to administer this Master Agreement in accordance with the intent of the parties to minimize all taxes , so long as neither Party is materially adversely affected by such efforts.

9.2 Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any government authority("Governmental Charges") on or with respect to the Product or a Transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or a Transaction at and from the Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Governmental Charges from the sums due to Seller under Article 6 of this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

#### ARTICLE TEN: MISCELLANEOUS

10.1 Term of Master Agreement. The term of this Master Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party upon (thirty) 30 days' prior written notice; provided, however, that such termination shall not affect or excuse the performance of either Party under any provision of this Master Agreement that by its terms survives any such termination and, provided further, that this Master Agreement and any other documents executed and delivered hereunder shall remain in effect with respect to the Transaction(s) entered into prior to the effective date of such termination until both Parties have fulfilled all of their obligations with respect to such Transaction(s), or such Transaction(s) that have been terminated under Section 5.2 of this Agreement.

10.2 Representations and Warranties. On the Effective Date and the date of entering into each Transaction, each Party represents and warrants to the other Party that:

- (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

- (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);
- (iii) the execution, delivery and performance of this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (iv) this Master Agreement, each Transaction (including any Confirmation accepted in accordance with Section 2.3), and each other document executed and delivered in accordance with this Master Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.
- (v) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;
- (vi) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);
- (vii) no Event of Default or Potential Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);
- (viii) it is acting for its own account, has made its own independent decision to enter into this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) and as to whether this Master Agreement and each such Transaction (including any Confirmation accepted in accordance with Section 2.3) is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3);
- (ix) it is a “forward contract merchant” within the meaning of the United States Bankruptcy Code;



- (x) it has entered into this Master Agreement and each Transaction (including any Confirmation accepted in accordance with Section 2.3) in connection with the conduct of its business and it has the capacity or ability to make or take delivery of all Products referred to in the Transaction to which it is a Party;
- (xi) with respect to each Transaction (including any Confirmation accepted in accordance with Section 2.3) involving the purchase or sale of a Product or an Option, it is a producer, processor, commercial user or merchant handling the Product, and it is entering into such Transaction for purposes related to its business as such; and
- (xii) the material economic terms of each Transaction are subject to individual negotiation by the Parties.

10.3 Title and Risk of Loss. Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Quantity of the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

10.4 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party from and against any Claims arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to Product is vested in such Party as provided in Section 10.3. Each Party shall indemnify, defend and hold harmless the other Party against any Governmental Charges for which such Party is responsible under Article Nine.

10.5 Assignment. Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion; provided, however, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.

10.6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

10.7 Notices. All notices, requests, statements or payments shall be made as specified in the Cover Sheet. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

10.8 General. This Master Agreement (including the exhibits, schedules and any written supplements hereto), the Party A Tariff, if any, the Party B Tariff, if any, any designated collateral, credit support or margin agreement or similar arrangement between the Parties and all Transactions (including any Confirmation accepted in accordance with Section 2.3) constitute the entire agreement between the Parties relating to the subject matter. Notwithstanding the foregoing, any collateral, credit support or margin agreement or similar arrangement between the Parties shall, upon designation by the Parties, be deemed part of this Agreement and shall be incorporated herein by reference. This Agreement shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent herein provided for, no amendment or modification to this Master Agreement shall be enforceable unless reduced to writing and executed by both Parties. Each Party agrees if it seeks to amend any applicable wholesale power sales tariff during the term of this Agreement, such amendment will not in any way affect outstanding Transactions under this Agreement without the prior written consent of the other Party. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events referred to as "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement; and provided, further, that if a Regulatory Event occurs, the Parties shall use their best efforts to reform this Agreement in order to give effect to the original intention of the Parties. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights shall survive the termination of this Agreement for twelve (12) months. This Agreement shall be binding on each Party's successors and permitted assigns.

10.9 Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Master Agreement. If requested, a Party shall provide to the other Party statements evidencing the Quantity delivered at the Delivery Point. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be

made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

10.10 Forward Contract. The Parties acknowledge and agree that all Transactions constitute “forward contracts” within the meaning of the United States Bankruptcy Code.

10.11 Confidentiality. If the Parties have elected on the Cover Sheet to make this Section 10.11 applicable to this Master Agreement, neither Party shall disclose the terms or conditions of a Transaction under this Master Agreement to a third party (other than the Party’s employees, lenders, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

## SCHEDULE M

**(THIS SCHEDULE IS INCLUDED IF THE APPROPRIATE BOX ON THE COVER SHEET IS MARKED INDICATING A PARTY IS A GOVERNMENTAL ENTITY OR PUBLIC POWER SYSTEM)**

- A. The Parties agree to add the following definitions in Article One.

“Act” means \_\_\_\_\_.<sup>1</sup>

“Governmental Entity or Public Power System” means a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.

“Special Fund” means a fund or account of the Governmental Entity or Public Power System set aside and or pledged to satisfy the Public Power System’s obligations hereunder out of which amounts shall be paid to satisfy all of the Public Power System’s obligations under this Master Agreement for the entire Delivery Period.

- B. The following sentence shall be added to the end of the definition of “Force Majeure” in Article One.

If the Claiming Party is a Governmental Entity or Public Power System, Force Majeure does not include any action taken by the Governmental Entity or Public Power System in its governmental capacity.

- C. The Parties agree to add the following representations and warranties to Section 10.2:

Further and with respect to a Party that is a Governmental Entity or Public Power System, such Governmental Entity or Public Power System represents and warrants to the other Party continuing throughout the term of this Master Agreement, with respect to this Master Agreement and each Transaction, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Master Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures has or will be taken and performed as required under the Act and the Public Power System’s ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Governmental Entity or Public Power System are the duly elected or appointed incumbents in their positions and hold such

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<sup>1</sup> Cite the state enabling and other relevant statutes applicable to Governmental Entity or Public Power System.

positions in good standing in accordance with the Act and other applicable law, (iii) entry into and performance of this Master Agreement by Governmental Entity or Public Power System are for a proper public purpose within the meaning of the Act and all other relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Master Agreement does not extend beyond any applicable limitation imposed by the Act or other relevant constitutional, organic or other governing documents and applicable law, (v) the Public Power System's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law or (b) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Governmental Entity or Public Power System' obligations hereunder and under each Transaction or (c) are to be made solely from a Special Fund, (vi) entry into and performance of this Master Agreement and each Transaction by the Governmental Entity or Public Power System will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of Governmental Entity or Public Power System otherwise entitled to such exclusion, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Governmental Entity or Public Power System or create any kind of lien on, or security interest in, any property or revenues of Governmental Entity or Public Power System which, in either case, is proscribed by any provision of the Act or any other relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets.

D. The Parties agree to add the following sections to Article Three:

Section 3.4 Public Power System's Deliveries. On the Effective Date and as a condition to the obligations of the other Party under this Agreement, Governmental Entity or Public Power System shall provide the other Party hereto (i) certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary authorizations with respect to the execution, delivery and performance by Governmental Entity or Public Power System of this Master Agreement and (ii) an opinion of counsel for Governmental Entity or Public Power System, in form and substance reasonably satisfactory to the Other Party, regarding the validity, binding effect and enforceability of this Master Agreement against Governmental Entity or Public Power System in

respect of the Act and all other relevant constitutional organic or other governing documents and applicable law.

Section 3.5 No Immunity Claim. Governmental Entity or Public Power System warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment.

E. If the appropriate box is checked on the Cover Sheet, as an alternative to selecting one of the options under Section 8.3, the Parties agree to add the following section to Article Three:

Section 3.6 Governmental Entity or Public Power System Security. With respect to each Transaction, Governmental Entity or Public Power System shall either (i) have created and set aside a Special Fund or (ii) upon execution of this Master Agreement and prior to the commencement of each subsequent fiscal year of Governmental Entity or Public Power System during any Delivery Period, have obtained all necessary budgetary approvals and certifications for payment of all of its obligations under this Master Agreement for such fiscal year; any breach of this provision shall be deemed to have arisen during a fiscal period of Governmental Entity or Public Power System for which budgetary approval or certification of its obligations under this Master Agreement is in effect and, notwithstanding anything to the contrary in Article Four, an Early Termination Date shall automatically and without further notice occur hereunder as of such date wherein Governmental Entity or Public Power System shall be treated as the Defaulting Party. Governmental Entity or Public Power System shall have allocated to the Special Fund or its general funds a revenue base that is adequate to cover Public Power System's payment obligations hereunder throughout the entire Delivery Period.

F. If the appropriate box is checked on the Cover Sheet, the Parties agree to add the following section to Article Eight:

Section 8.4 Governmental Security. As security for payment and performance of Public Power System's obligations hereunder, Public Power System hereby pledges, sets over, assigns and grants to the other Party a security interest in all of Public Power System's right, title and interest in and to [specify collateral].

G. The Parties agree to add the following sentence at the end of Section 10.6 -  
Governing Law:

NOTWITHSTANDING THE FOREGOING, IN RESPECT OF THE  
APPLICABILITY OF THE ACT AS HEREIN PROVIDED, THE LAWS  
OF THE STATE OF \_\_\_\_\_<sup>2</sup> SHALL APPLY.

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<sup>2</sup> Insert relevant state for Governmental Entity or Public Power System.

**SCHEDULE P: PRODUCTS AND RELATED DEFINITIONS**

“Ancillary Services” means any of the services identified by a Transmission Provider in its transmission tariff as “ancillary services” including, but not limited to, regulation and frequency response, energy imbalance, operating reserve-spinning and operating reserve-supplemental, as may be specified in the Transaction.

“Capacity” has the meaning specified in the Transaction.

“Energy” means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

“Firm (LD)” means, with respect to a Transaction, that either Party shall be relieved of its obligations to sell and deliver or purchase and receive without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure. In the absence of Force Majeure, the Party to which performance is owed shall be entitled to receive from the Party which failed to deliver/receive an amount determined pursuant to Article Four.

“Firm Transmission Contingent - Contract Path” means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission for such Transaction is interrupted or curtailed and (i) such Party has provided for firm transmission with the transmission provider(s) for the Product in the case of the Seller from the generation source to the Delivery Point or in the case of the Buyer from the Delivery Point to the ultimate sink, and (ii) such interruption or curtailment is due to “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff. This contingency shall excuse performance for the duration of the interruption or curtailment notwithstanding the provisions of the definition of “Force Majeure” in Section 1.23 to the contrary.

“Firm Transmission Contingent - Delivery Point” means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission to the Delivery Point (in the case of Seller) or from the Delivery Point (in the case of Buyer) for such Transaction is interrupted or curtailed and (i) such Party has provided for firm transmission with the transmission provider(s) for the Product, in the case of the Seller, to be delivered to the Delivery Point or, in the case of Buyer, to be received at the Delivery Point and (ii) such interruption or curtailment is due to “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff. This transmission contingency excuses performance for the duration of the interruption or curtailment, notwithstanding the provisions of the definition of “Force Majeure” in Section 1.23 to the contrary. Interruptions or curtailments of transmission other than the transmission either immediately to or from the Delivery Point shall not excuse performance

“Firm (No Force Majeure)” means, with respect to a Transaction, that if either Party fails to perform its obligation to sell and deliver or purchase and receive the Product, the Party to which performance is owed shall be entitled to receive from the Party which failed to perform an



amount determined pursuant to Article Four. Force Majeure shall not excuse performance of a Firm (No Force Majeure) Transaction.

“Into \_\_\_\_\_ (the “Receiving Transmission Provider”), Seller’s Daily Choice” means that, in accordance with the provisions set forth below, (1) the Product shall be scheduled and delivered to an interconnection or interface (“Interface”) either (a) on the Receiving Transmission Provider’s transmission system border or (b) within the control area of the Receiving Transmission Provider if the Product is from a source of generation in that control area, which Interface, in either case, the Receiving Transmission Provider identifies as available for delivery of the Product in or into its control area; and (2) Seller has the right on a daily prescheduled basis to designate the Interface where the Product shall be delivered. An “Into” Product shall be subject to the following provisions:

1. Prescheduling and Notification. Subject to the provisions of Section 6, not later than the prescheduling deadline of 11:00 a.m. CPT on the Business Day before the next delivery day or as otherwise agreed to by Buyer and Seller, Seller shall notify Buyer (“Seller’s Notification”) of Seller’s immediate upstream counterparty and the Interface (the “Designated Interface”) where Seller shall deliver the Product for the next delivery day, and Buyer shall notify Seller of Buyer’s immediate downstream counterparty.

2. Availability of “Firm Transmission” to Buyer at Designated Interface; “Timely Request for Transmission,” “ADI” and “Available Transmission.” In determining availability to Buyer of next-day firm transmission (“Firm Transmission”) from the Designated Interface, a “Timely Request for Transmission” shall mean a properly completed request for Firm Transmission made by Buyer in accordance with the controlling tariff procedures, which request shall be submitted to the Receiving Transmission Provider no later than 30 minutes after delivery of Seller’s Notification, provided, however, if the Receiving Transmission Provider is not accepting requests for Firm Transmission at the time of Seller’s Notification, then such request by Buyer shall be made within 30 minutes of the time when the Receiving Transmission Provider first opens thereafter for purposes of accepting requests for Firm Transmission.

Pursuant to the terms hereof, delivery of the Product may under certain circumstances be redesignated to occur at an Interface other than the Designated Interface (any such alternate designated interface, an “ADI”) either (a) on the Receiving Transmission Provider’s transmission system border or (b) within the control area of the Receiving Transmission Provider if the Product is from a source of generation in that control area, which ADI, in either case, the Receiving Transmission Provider identifies as available for delivery of the Product in or into its control area using either firm or non-firm transmission, as available on a day-ahead or hourly basis (individually or collectively referred to as “Available Transmission”) within the Receiving Transmission Provider’s transmission system.

3. Rights of Buyer and Seller Depending Upon Availability of/Timely Request for Firm Transmission.

A. Timely Request for Firm Transmission made by Buyer, Accepted by the Receiving Transmission Provider and Purchased by Buyer. If a Timely Request for Firm Transmission is made by Buyer and is accepted by the Receiving Transmission Provider

and Buyer purchases such Firm Transmission, then Seller shall deliver and Buyer shall receive the Product at the Designated Interface.

i. If the Firm Transmission purchased by Buyer within the Receiving Transmission Provider's transmission system from the Designated Interface ceases to be available to Buyer for any reason, or if Seller is unable to deliver the Product at the Designated Interface for any reason except Buyer's non-performance, then at Seller's choice from among the following, Seller shall: (a) to the extent Firm Transmission is available to Buyer from an ADI on a day-ahead basis, require Buyer to purchase such Firm Transmission from such ADI, and schedule and deliver the affected portion of the Product to such ADI on the basis of Buyer's purchase of Firm Transmission, or (b) require Buyer to purchase non-firm transmission, and schedule and deliver the affected portion of the Product on the basis of Buyer's purchase of non-firm transmission from the Designated Interface or an ADI designated by Seller, or (c) to the extent firm transmission is available on an hourly basis, require Buyer to purchase firm transmission, and schedule and deliver the affected portion of the Product on the basis of Buyer's purchase of such hourly firm transmission from the Designated Interface or an ADI designated by Seller.

ii. If the Available Transmission utilized by Buyer as required by Seller pursuant to Section 3A(i) ceases to be available to Buyer for any reason, then Seller shall again have those alternatives stated in Section 3A(i) in order to satisfy its obligations.

iii. Seller's obligation to schedule and deliver the Product at an ADI is subject to Buyer's obligation referenced in Section 4B to cooperate reasonably therewith. If Buyer and Seller cannot complete the scheduling and/or delivery at an ADI, then Buyer shall be deemed to have satisfied its receipt obligations to Seller and Seller shall be deemed to have failed its delivery obligations to Buyer, and Seller shall be liable to Buyer for amounts determined pursuant to Article Four.

iv. In each instance in which Buyer and Seller must make alternative scheduling arrangements for delivery at the Designated Interface or an ADI pursuant to Sections 3A(i) or (ii), and Firm Transmission had been purchased by both Seller and Buyer into and within the Receiving Transmission Provider's transmission system as to the scheduled delivery which could not be completed as a result of the interruption or curtailment of such Firm Transmission, Buyer and Seller shall bear their respective transmission expenses and/or associated congestion charges incurred in connection with efforts to complete delivery by such alternative scheduling and delivery arrangements. In any instance except as set forth in the immediately preceding sentence, Buyer and Seller must make alternative scheduling arrangements for delivery at the Designated Interface or an ADI under Sections 3A(i) or (ii), Seller shall be responsible for any additional transmission purchases and/or associated congestion charges incurred by Buyer in connection with such alternative scheduling arrangements.

B. Timely Request for Firm Transmission Made by Buyer but Rejected by the Receiving Transmission Provider. If Buyer's Timely Request for Firm Transmission is rejected by the Receiving Transmission Provider because of unavailability of Firm Transmission from the Designated Interface, then Buyer shall notify Seller within 15 minutes after receipt of the Receiving Transmission Provider's notice of rejection ("Buyer's Rejection Notice"). If Buyer timely notifies Seller of such unavailability of Firm Transmission from the Designated Interface, then Seller shall be obligated either (1) to the extent Firm Transmission is available to Buyer from an ADI on a day-ahead basis, to require Buyer to purchase (at Buyer's own expense) such Firm Transmission from such ADI and schedule and deliver the Product to such ADI on the basis of Buyer's purchase of Firm Transmission, and thereafter the provisions in Section 3A shall apply, or (2) to require Buyer to purchase (at Buyer's own expense) non-firm transmission, and schedule and deliver the Product on the basis of Buyer's purchase of non-firm transmission from the Designated Interface or an ADI designated by the Seller, in which case Seller shall bear the risk of interruption or curtailment of the non-firm transmission; provided, however, that if the non-firm transmission is interrupted or curtailed or if Seller is unable to deliver the Product for any reason, Seller shall have the right to schedule and deliver the Product to another ADI in order to satisfy its delivery obligations, in which case Seller shall be responsible for any additional transmission purchases and/or associated congestion charges incurred by Buyer in connection with Seller's inability to deliver the Product as originally prescheduled. If Buyer fails to timely notify Seller of the unavailability of Firm Transmission, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface, and the provisions of Section 3D shall apply.

C. Timely Request for Firm Transmission Made by Buyer, Accepted by the Receiving Transmission Provider and not Purchased by Buyer. If Buyer's Timely Request for Firm Transmission is accepted by the Receiving Transmission Provider but Buyer elects to purchase non-firm transmission rather than Firm Transmission to take delivery of the Product, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface. In such circumstances, if Seller's delivery is interrupted as a result of transmission relied upon by Buyer from the Designated Interface, then Seller shall be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for amounts determined pursuant to Article Four.

D. No Timely Request for Firm Transmission Made by Buyer, or Buyer Fails to Timely Send Buyer's Rejection Notice. If Buyer fails to make a Timely Request for Firm Transmission or Buyer fails to timely deliver Buyer's Rejection Notice, then Buyer shall bear the risk of interruption or curtailment of transmission from the Designated Interface. In such circumstances, if Seller's delivery is interrupted as a result of transmission relied upon by Buyer from the Designated Interface, then Seller shall be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for amounts determined pursuant to Article Four.

4. Transmission.

A. Seller's Responsibilities. Seller shall be responsible for transmission required to deliver the Product to the Designated Interface or ADI, as the case may be. It is expressly agreed that Seller is not required to utilize Firm Transmission for its delivery obligations hereunder, and Seller shall bear the risk of utilizing non-firm transmission. If Seller's scheduled delivery to Buyer is interrupted as a result of Buyer's attempted transmission of the Product beyond the Receiving Transmission Provider's system border, then Seller will be deemed to have satisfied its delivery obligations to Buyer, Buyer shall be deemed to have failed to receive the Product and Buyer shall be liable to Seller for damages pursuant to Article Four.

B. Buyer's Responsibilities. Buyer shall be responsible for transmission required to receive and transmit the Product at and from the Designated Interface or ADI, as the case may be, and except as specifically provided in Section 3A and 3B, shall be responsible for any costs associated with transmission therefrom. If Seller is attempting to complete the designation of an ADI as a result of Seller's rights and obligations hereunder, Buyer shall co-operate reasonably with Seller in order to effect such alternate designation.

5. Force Majeure. An "Into" Product shall be subject to the "Force Majeure" provisions in Section 1.23.

6. Multiple Parties in Delivery Chain Involving a Designated Interface. Seller and Buyer recognize that there may be multiple parties involved in the delivery and receipt of the Product at the Designated Interface or ADI to the extent that (1) Seller may be purchasing the Product from a succession of other sellers ("Other Sellers"), the first of which Other Sellers shall be causing the Product to be generated from a source ("Source Seller") and/or (2) Buyer may be selling the Product to a succession of other buyers ("Other Buyers"), the last of which Other Buyers shall be using the Product to serve its energy needs ("Sink Buyer"). Seller and Buyer further recognize that in certain Transactions neither Seller nor Buyer may originate the decision as to either (a) the original identification of the Designated Interface or ADI (which designation may be made by the Source Seller) or (b) the Timely Request for Firm Transmission or the purchase of other Available Transmission (which request may be made by the Sink Buyer). Accordingly, Seller and Buyer agree as follows:

A. If Seller is not the Source Seller, then Seller shall notify Buyer of the Designated Interface promptly after Seller is notified thereof by the Other Seller with whom Seller has a contractual relationship, but in no event may such designation of the Designated Interface be later than the prescheduling deadline pertaining to the Transaction between Buyer and Seller pursuant to Section 1.

B. If Buyer is not the Sink Buyer, then Buyer shall notify the Other Buyer with whom Buyer has a contractual relationship of the Designated Interface promptly after Seller notifies Buyer thereof, with the intent being that the party bearing actual responsibility to secure transmission shall have up to 30 minutes after receipt of the Designated Interface to submit its Timely Request for Firm Transmission.

C. Seller and Buyer each agree that any other communications or actions required to be given or made in connection with this “Into Product” (including without limitation, information relating to an ADI) shall be made or taken promptly after receipt of the relevant information from the Other Sellers and Other Buyers, as the case may be.

D. Seller and Buyer each agree that in certain Transactions time is of the essence and it may be desirable to provide necessary information to Other Sellers and Other Buyers in order to complete the scheduling and delivery of the Product. Accordingly, Seller and Buyer agree that each has the right, but not the obligation, to provide information at its own risk to Other Sellers and Other Buyers, as the case may be, in order to effect the prescheduling, scheduling and delivery of the Product

“Native Load” means the demand imposed on an electric utility or an entity by the requirements of retail customers located within a franchised service territory that the electric utility or entity has statutory obligation to serve.

“Non-Firm” means, with respect to a Transaction, that delivery or receipt of the Product may be interrupted for any reason or for no reason, without liability on the part of either Party.

“System Firm” means that the Product will be supplied from the owned or controlled generation or pre-existing purchased power assets of the system specified in the Transaction (the “System”) with non-firm transmission to and from the Delivery Point, unless a different Transmission Contingency is specified in a Transaction. Seller’s failure to deliver shall be excused: (i) by an event or circumstance which prevents Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Seller; (ii) by Buyer’s failure to perform; (iii) to the extent necessary to preserve the integrity of, or prevent or limit any instability on, the System; (iv) to the extent the System or the control area or reliability council within which the System operates declares an emergency condition, as determined in the system’s, or the control area’s, or reliability council’s reasonable judgment; or (v) by the interruption or curtailment of transmission to the Delivery Point or by the occurrence of any Transmission Contingency specified in a Transaction as excusing Seller’s performance. Buyer’s failure to receive shall be excused (i) by Force Majeure; (ii) by Seller’s failure to perform, or (iii) by the interruption or curtailment of transmission from the Delivery Point or by the occurrence of any Transmission Contingency specified in a Transaction as excusing Buyer’s performance. In any of such events, neither party shall be liable to the other for any damages, including any amounts determined pursuant to Article Four.

“Transmission Contingent” means, with respect to a Transaction, that the performance of either Seller or Buyer (as specified in the Transaction) shall be excused, and no damages shall be payable including any amounts determined pursuant to Article Four, if the transmission for such Transaction is unavailable or interrupted or curtailed for any reason, at any time, anywhere from the Seller’s proposed generating source to the Buyer’s proposed ultimate sink, regardless of whether transmission, if any, that such Party is attempting to secure and/or has purchased for the Product is firm or non-firm. If the transmission (whether firm or non-firm) that Seller or Buyer is attempting to secure is from source to sink is unavailable, this contingency excuses performance for the entire Transaction. If the transmission (whether firm or non-firm) that Seller

or Buyer has secured from source to sink is interrupted or curtailed for any reason, this contingency excuses performance for the duration of the interruption or curtailment notwithstanding the provisions of the definition of "Force Majeure" in Article 1.23 to the contrary.

"Unit Firm" means, with respect to a Transaction, that the Product subject to the Transaction is intended to be supplied from a generation asset or assets specified in the Transaction. Seller's failure to deliver under a "Unit Firm" Transaction shall be excused: (i) if the specified generation asset(s) are unavailable as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (GADS) Forced Outage reporting guidelines) or (ii) by an event or circumstance that affects the specified generation asset(s) so as to prevent Seller from performing its obligations, which event or circumstance was not anticipated as of the date the Transaction was agreed to, and which is not within the reasonable control of, or the result of the negligence of, the Seller or (iii) by Buyer's failure to perform. In any of such events, Seller shall not be liable to Buyer for any damages, including any amounts determined pursuant to Article Four.

**MASTER POWER PURCHASE AND SALE AGREEMENT  
CONFIRMATION LETTER**

This confirmation letter shall confirm the Transaction agreed to on \_\_\_\_\_, \_\_\_\_\_  
between \_\_\_\_\_ (“Party A”) and \_\_\_\_\_ (“Party B”)  
regarding the sale/purchase of the Product under the terms and conditions as follows:

Seller: \_\_\_\_\_

Buyer: \_\_\_\_\_

Product:

- Into \_\_\_\_\_, Seller’s Daily Choice
- Firm (LD)
- Firm (No Force Majeure)
- System Firm  
(Specify System: \_\_\_\_\_)
- Unit Firm  
(Specify Unit(s): \_\_\_\_\_)
- Other \_\_\_\_\_
- Transmission Contingency (If not marked, no transmission contingency)
  - FT-Contract Path Contingency       Seller       Buyer
  - FT-Delivery Point Contingency       Seller       Buyer
  - Transmission Contingent       Seller       Buyer
  - Other transmission contingency  
(Specify: \_\_\_\_\_)

Contract Quantity: \_\_\_\_\_

Delivery Point: \_\_\_\_\_

Contract Price:

Energy Price: \_\_\_\_\_

Other Charges: \_\_\_\_\_

Confirmation Letter  
Page 2

Delivery Period: \_\_\_\_\_  
Special Conditions: \_\_\_\_\_  
Scheduling: \_\_\_\_\_  
Option Buyer: \_\_\_\_\_  
Option Seller: \_\_\_\_\_  
Type of Option: \_\_\_\_\_  
Strike Price: \_\_\_\_\_  
Premium: \_\_\_\_\_  
Exercise Period: \_\_\_\_\_

This confirmation letter is being provided pursuant to and in accordance with the Master Power Purchase and Sale Agreement dated \_\_\_\_\_ (the "Master Agreement") between Party A and Party B, and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

[Party A]

[Party B]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No: \_\_\_\_\_  
Fax: \_\_\_\_\_



**EAST KENTUCKY POWER COOPERATIVE, INC.**

**USE OF PROCEEDS**

**807 KAR 5:001, Sections 11(1)(c), 11(1)(d), 11(1)(e), and 11(2)(c)**

As discussed in Exhibit 2, East Kentucky Power Cooperative, Inc. (“EKPC”) proposes to enter a three-year purchased power agreement with Ameren Energy Marketing Company (“Ameren”). Therefore, use of proceeds is not applicable for this transaction, and there is no refunding of outstanding obligations. Rather, EKPC plans to use this power purchase as one of its resources to serve its 16 member systems.

The purchased power agreement will not be used for any specific property acquisition, construction, improvement, or extension. Consequently, maps and/or plans of property are not applicable to this application. This purchased power transaction will be reflected in subaccounts within account 555 of the RUS Uniform System of Accounts.

**EAST KENTUCKY POWER COOPERATIVE, INC.**

**MORTGAGE**

**807 KAR 5:001, Sections 11 (2)(a), 11(2)(b), and 6(4)**

Included on pages 2 through 282 of this exhibit are supplements to East Kentucky Power Cooperative's Restated and Consolidated Mortgage and Security Agreement with the United States of America and the National Rural Utilities Cooperative Finance Corporation dated April 2, 2007 and November 3, 2008. These supplements include EKPC's complete property listings. Note that the mortgage dated January 2, 2004 was previously filed with the Commission in Case No. 2005-00267.

Mortgaged Property includes all real and personal property with the exception of certain specified vehicles and other miscellaneous personal property:

Maximum Debt Limit: \$5,000,000,000

Debt Outstanding as of February 28, 2011: \$2,596,399,572

There are no sinking fund provisions.

# Supplemental Mortgage and Security Agreements

Dated:

April 2, 2007

&

November 3, 2008

KENTUCKY 59-AE8, AG8 AND AH8 FAYETTE

SECOND SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

made by and among

EAST KENTUCKY POWER COOPERATIVE, INC.

Mortgagor, and

UNITED STATES OF AMERICA

Mortgagee, and

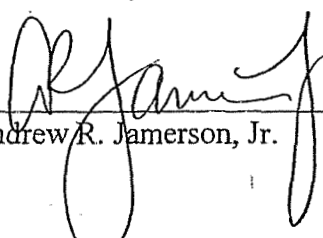
NATIONAL RURAL UTILITIES COOPERATIVE  
FINANCE CORPORATION

Mortgagee.

Dated as of November 3, 2008

- THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY.
- THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY.
- THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED IN SCHEDULE B.
- THIS INSTRUMENT CONTAINS AN AFTER -ACQUIRED PROPERTY CLAUSE.
- PROCEEDS AND PRODUCTS OF COLLATERAL ARE SECURED BY THIS INSTRUMENT.
- FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT.
- THE ADDRESSES AND THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE STATED ON PAGES 3-6.

THIS INSTRUMENT WAS PREPARED BY ANDREW R. JAMERSON, JR., ATTORNEY, RURAL UTILITIES DIVISION, OFFICE OF THE GENERAL COUNSEL, U.S. DEPARTMENT OF AGRICULTURE, WASHINGTON, D.C. 20250-1400.

  
\_\_\_\_\_  
Andrew R. Jamerson, Jr.

No. 1

## SECOND SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

SECOND SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of November 3, 2008, (hereinafter sometimes called this "Supplemental Mortgage"), is made by and among EAST KENTUCKY POWER COOPERATIVE, INC. (formerly known as East Kentucky Rural Electric Cooperative Corporation, and hereinafter called the "Mortgagor"), a corporation existing under the laws of the Commonwealth of Kentucky, as mortgagor and debtor, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia, as mortgagee and secured party, and the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting by and through the Administrator of the Rural Utilities Service (successor to the Rural Electrification Administration, and hereinafter called "RUS"), and is intended to confer rights and benefits on each of the Government and CFC in accordance with this Supplemental Mortgage (the Government and CFC being hereinafter sometimes called a "Mortgagee" and, collectively, the "Mortgagees").

### Recitals

WHEREAS, the Mortgagor, the Government and CFC are parties to that certain Restated and Consolidated Mortgage and Security Agreement (the "Original Mortgage"), dated as of January 2, 2004, entered into among the Mortgagor, CFC and the Government, acting by and through the Administrator of RUS; and

WHEREAS, all of the Mortgagor's Outstanding Obligations listed in Schedule "A" hereto are secured *pari passu* by the Original Mortgage for the benefit of all the Mortgagees thereunder; and

WHEREAS, the Original Mortgage provides the terms by which additional *pari passu* obligations may be issued thereunder, and further provides that the Original Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Original Mortgage; and

WHEREAS, the Mortgagor deems it necessary to borrow money pursuant to the Act for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity under the Original Mortgage (the Supplemental Mortgage and the Original Mortgage are hereinafter sometimes together referred to as the "Mortgage"); and

WHEREAS, to provide for the Borrower incurring, pursuant to the Act, certain additional indebtedness and other obligations to, or guaranteed by, the Government, acting by and through

the Administrator of RUS, which additional indebtedness and other obligations will be evidenced by Additional RUS Notes (as defined in the Existing Mortgage and more particularly described in Schedule A hereto); and

WHEREAS, in connection with the issuance of Additional RUS Notes, the Borrower and RUS wish to supplement the Original Mortgage so that as of the date hereof, all secured debt of the Mortgagor hereunder shall be secured on parity under the Original Mortgage; and

WHEREAS, by their execution and delivery of this Supplemental Mortgage, the parties hereto do hereby secure the Additional RUS Notes listed in Schedule "A" pari passu with the Outstanding Obligations under the Original Mortgage; and

WHEREAS, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of the Obligations under the terms of the Mortgage have been in all respects duly authorized:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree and bind themselves, and this Supplemental Mortgage WITNESSETH, as follows:

That to secure the payment of the principal of (and premium, if any) and interest on all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm, pledge and grant a continuing security interest in for the purposes hereinafter expressed, unto the Mortgagees all property, rights privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property set forth on Schedule "C" hereof owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) wherever located, including, without limitation, all and singular the following:

- A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule "B"; and
- B. All of those fee and leasehold interests in real property set forth in Schedule "B" of the Original Mortgage or in any restatement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and

- C. All of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Original Mortgage or in any restatement, amendment or supplement thereto as Mortgaged Property.

It is Further Agreed and Covenanted that the Original Mortgage, as previously restated, consolidated, amended or supplemented, and this Supplement shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing:

1. All capitalized terms not defined herein shall have the meaning given in Article I of the Existing Mortgage.
2. This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.
3. The Maximum Debt Limit for the Mortgage shall be as set forth in Schedule "A" hereto.
4. The addresses of the parties to this instrument are as follows:

As to the Mortgagor: East Kentucky Power Cooperative, Inc.  
4775 Lexington Road  
P.O. Box 707  
Winchester, kentucky 40392

As to CFC: National Rural Utilities Cooperative Finance Corporatoin  
2201 Cooperative Way  
Woodland Park  
Herndon, Virginia 22071-3015

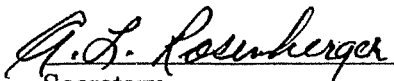
As to the Government: Rural Utilities Service  
United States Department of Agriculture  
Room 4051  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250-1500  
Attention: Administrator

IN WITNESS WHEREOF, EAST KENTUCKY POWER COOPERATIVE, INC., as Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagees, have caused this Supplemental Mortgage to be signed in their behalf, all as of this day and year first above written.


EAST KENTUCKY POWER COOPERATIVE, INC.

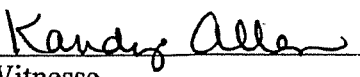
By:   
Chairman of the Board

(Seal)

Attest:   
Secretary

Executed by the Mortgagor in  
the presence of:

  
Witness

  
Witness



UNITED STATES OF AMERICA


By: James M. Anderson  
Administrator of the  
Rural Utilities Service

Executed by United States of America,  
Mortgagee, in the presence of:

Cheryl D. Black  
Witness

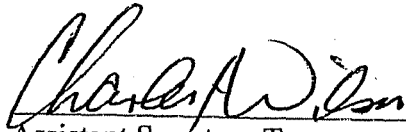
Karen B. Dixon  
Witness

NATIONAL RURAL UTILITIES COOPERATIVE  
FINANCE CORPORATION

By:  Nazir Rostom  
Assistant Secretary-Treasurer

(Seal)

Attest:


  
Assistant Secretary-Treasurer

Charles F. Wilson

Executed by National Rural Utilities Cooperative  
Finance Corporation, Mortgagee, in the presence of:

  
Witness

Michael Duganich


  
Witness

DANIEL LYZINSKI

COMMONWEALTH OF KENTUCKY    )  
  ) SS  
COUNTY OF CLARK                                 )

I, Della Damrow, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that R. Wayne Stratton, personally known to me to be the Chairman of the Board of EAST KENTUCKY POWER COOPERATIVE, INC., a corporation of the COMMONWEALTH OF KENTUCKY and to me known to be the identical person whose name is as Chairman of said corporation, subscribed to the foregoing instrument, appeared before me this day in person and produced the foregoing instrument to me in the County aforesaid and acknowledged that as such Chairman he signed the foregoing instrument pursuant to the authority given by the board of directors of said corporation as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth and that the seal affixed to the foregoing instrument is the corporate seal of said corporation.

Given under my hand this 6 day of January, 2009.

  
\_\_\_\_\_  
Notary Public  
in and for Clark County, Kentucky

(Notarial Seal)

My commission expires: 5-15-2011

DISTRICT OF COLUMBIA ) SS

BEFORE ME, a Notary Public, in and for the District of Columbia, appeared in person the within named JAMES M. ANDREW, Administrator of the Rural Utilities Service, United States of America, to me personally known, and known to be the identical person who subscribed the foregoing instrument in said capacity, and who, after being by me duly sworn, stated that he is duly authorized to execute the foregoing instrument for and in the name and behalf of the United States of America, and further stated and acknowledged that he had executed the foregoing instrument as the free and voluntary act and deed of the United States of America, for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 3<sup>rd</sup> day of DECEMBER, 2008.

James F. Mothershed

Notary Public

JAMES F. MOTHERSHED

(Notarial Seal)

My commission expires: March 14, 2010.

COMMONWEALTH OF VIRGINIA )  
  ) SS  
COUNTY OF FAIRFAX            )

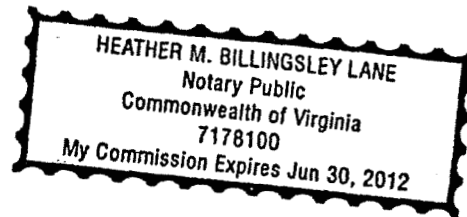
On this 10<sup>th</sup> day of December, 2008, before me appeared Nazir Rostom, personally know, who, being by me duly sworn, did say that he is the Assistant Secretary-Treasurer of the National Rural Utilities Cooperative Finance Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of a duly adopted resolution of its board of directors, and he acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

*Heather M. Billingsley Lane*

Notary Public

(Notarial Seal)  
My commission expires: \_\_\_\_\_



**Supplemental Mortgage Schedule A**

**Maximum Debt Limit and Other Information**

1. The Maximum Debt Limit is \$5,000,000,000.00.
2. The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

<u>Instrument Title</u>	<u>Instrument Date</u>
Restated and Consolidated Mortgage and Security Agreement	January 2, 2004

3. The Outstanding Obligations referred to in the fourth WHEREAS clause above are more particularly described as follows:

<u>Loan Designation</u>	<u>Government Notes<sup>1</sup></u>			
	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>	<u>% Rate<sup>2</sup></u>
H#1	\$25,000,000.00	12 Jun, 1973	12 Jun, 2008	2%
H#2	\$12,500,000.00	01 Mar, 1974	01 Mar, 2009	2%
G#3	\$ 5,368,000.00	01 Jun, 1974	01 Jun, 2009	2%
K4#1	\$ 5,000,000.00	02 Jun, 1975	02 Jun, 2010	5%
K4#2	\$ 6,000,000.00	01 Jun, 1976	01 Jun, 2011	5%
K4#3	\$ 7,000,000.00	01 Jul, 1977	01 Jul, 2012	5%
K4#4	\$ 7,200,000.00	01 Mar, 1978	01 Mar, 2013	5%
M9	\$ 7,271,000.00	31 Oct, 1979	31 Oct, 2014	5%
TP31#2	\$ 188,718.00	01 Jan, 1978	01 Mar, 2012	5%
P12	\$18,908,000.00	29 Aug, 1984	30 Nov, 2022	5%
R12	\$15,715,000.00	31 Mar, 1995	01 Apr, 2023	5%
T62	\$12,251,000.00	02 Mar, 1998	02 Mar, 2024	V%

<sup>1</sup>"Government" as used in this listing refers to the United States of America acting through the Administrator of the Rural Utilities Service (RUS) or its predecessor agency, the Rural Electrification Administration (REA). Any Notes which are payable to a third party and which either RUS or REA has guaranteed as to payment are also described in this listing as being issued to the Government. Such guaranteed Notes are typically issued to the Federal Financing Bank (FFB), an instrumentality of the United States Department of Treasury, and held by RUS, but may also be issued to non-governmental entities.

<sup>2</sup>V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or by the Secretary of Treasury. CFC=an interest rate which may be fixed or variable from time to time as provided in the CFC Loan Agreement pertaining to a loan which has been made by CFC and guaranteed by RUS. CoBank=an interest rate which may be fixed or variable from time to time as provided in the CoBank Loan Agreement pertaining to a loan which has been made by CoBank and guaranteed by RUS.

FFB Notes

<u>Loan Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
L8	\$ 379,268,000.00	03 Dec, 1976	31 Dec, 2015
M9	\$ 57,242,000.00	31 Oct, 1979	*
N8	\$1,011,352,000.00	13 Jan, 1981	*
P12	\$ 6,975,000.00	29 Aug, 1984	31 Dec, 2015
R12	\$ 18,894,000.00	12 Jun, 1995	31 Dec, 2023
S8	\$ 108,808,000.00	12 Jun, 1995	31 Dec, 2024
T62	\$ 15,408,000.00	02 Mar, 1998	31 Dec, 2024
U8	\$ 6,626,000.00	02 Mar, 1998	31 Dec, 2024
V8	\$ 56,833,000.00	02 Mar, 1998	31 Dec, 2024
W8	\$ 85,600,000.00	31 Dec, 2000	31 Dec, 2030
X8	\$ 92,300,000.00	02 Jan, 2002	31 Dec, 2024
Y8	\$ 223,500,000.00	04 Dec, 2002	31 Dec, 2032
Z8	\$ 433,863,000.00	02 Jan, 2004	31 Dec, 2038
AA8	\$ 27,645,000.00	02 Jan, 2004	31 Dec, 2023
AB8	\$ 55,240,000.00	01 Jul, 2005	31 Dec, 2034
AC8	\$ 64,240,000.00	02 Apr, 2007	31 Dec, 2040
AD8	\$ 481,388,000.00	02 Apr, 2007	31 Dec, 2040

\*Final Maturity is 34 years from date of advance.

CFC Class A Notes<sup>3</sup>

<u>Note Description</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
KY059-C-9001	\$13,150,000.00	20 Aug, 1974	28 Feb, 2014
KY059-C-9033	\$ 8,530,000.00	29 Aug, 1984	29 Aug, 2019
KY059-C-9034	\$ 6,734,000.00	12 Jun, 1995	31 Dec, 2024
KY059-C-9038	\$ 5,251,000.00	02 Mar, 1998	02 Mar, 2024
KY059-A-9051	\$ 2,817,717.00	08 Jan, 2008	01 Dec, 2023
KY059-A-9053	\$ 45,134.00	08 Jan, 2008	01 Dec, 2023
KY059-A-9054	\$ 1,391,250.00	08 Jan, 2008	01 Dec, 2023
KY059-A-9056	\$ 4,358,948.00	08 Jan, 2008	01 Dec, 2023

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<sup>3</sup>See footnote 1 in this Schedule A.

CFC Class B Notes

<u>Note</u>			
<u>Description</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
Project Note Series 1984 B Bonds	\$141,300,000.00	15 Oct, 1984	15 Oct, 2014
KY059-G-9021 Guaranty Note Series 1984B Bonds	Determined when advances made	15 Oct, 1984	On Demand
Project Note Series 1984J Bonds	\$ 59,650,000.00	15 Oct, 1984	15 Oct, 2014
KY059-G-9032 Guaranty Note Series 1984J Bonds	Determined when advances made	15 Oct, 1984	15 Oct, 2014
Project Note Series 1993B Bonds	\$ 11,800,000.00	01 Nov, 1993	23 Nov, 2023
KY059-G-9037 Guaranty Note Series 1993B Bonds	Determined when advances made	01 Nov, 1993	On Demand
Project Note Series 1995A Bonds	\$ 18,000,000.00	06 Jul, 1995	15 Dec, 2012
KY059-G-9076 Guaranty Note Series 1995A Bonds	Determined when advances made	06 Jul, 1995	On Demand



4. The Additional RUS Notes described in the fifth and sixth WHEREAS clauses above are more particularly described as follows:

<u>Loan Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
AE8 <sup>4</sup>	\$276,298,000.00	3 Nov, 2008	31 Dec 2039
(AE8 Reimbursement Note)	Determined when advanced	3 Nov, 2008	On demand
AG8	\$457,510,000.00	3 Nov, 2008	31 Dec 2040
(AG8 Reimbursement Note)	Determined when advanced	3 Nov, 2008	On demand
AH8	\$108,147,000	3 Nov, 2008	31 Dec 2039
(AH8 Reimbursement Note)	Determined when advanced	3 Nov, 2008	On demand

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<sup>4</sup> See footnote 2 in this Schedule A.

**Supplemental Mortgage Schedule B**

**Property Schedule**

The fee and leasehold interests in real property referred to in clause (A) of the granting clause are more particularly described herein in this Schedule B.

DESCRIPTION

Parcel No.

1. All that tract of land known as the Albany Substation Site and located approximately 1/4 mile North of Albany on Highway 90, consisting of 1.0 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 51, Page 201, Clinton County Clerk's Office.
2. All that tract of land known as the Alcan Substation Site and located on the east side of Mayde Road, approximately .3 mile North of Highway 595, consisting of 1.29 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alcan Aluminum Corporation by deed dated January 20, 1989, and recorded in Deed Book 397, Page 33, Madison County Clerk's Office.
3. All that tract of land known as the Annville Substation site and located on the waters of Pond Creek of Rockcastle River, and on the South side of State Highway #30, being conveyed to East Kentucky RECC from Ray Clemons by deed dated July 8, 1998, and recorded in Deed Book 151, Page 741, Jackson County Clerk's Office.
4. All that tract of land known as the Argentum Substation site and located approximately 9 miles South of South Shore on Highway 7, consisting of .99 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 230, Page 473, Greenup County Clerk's Office.
5. All that tract of land known as the Ark Land Substation Site and located on the North side of Colliers Creek Road, 1 mile Southeast of Highway 119, consisting of .53 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ark Land Company by deed dated January 2, 1990, and recorded in Deed Book 293, Page 15, Letcher County Clerk's Office.
6. All that tract of land known as the Asahi Motor Wheel site and located on the east side of Kentucky #461, north of Somerset, consisting of 0.497 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Asahi Motor Wheel Company, Inc. by deed dated July 13, 1989, and recorded in Deed Book 482, Page 26, Pulaski County Clerk's Office.
7. All that tract of land known as the Athertonville Substation Lot and located 9 miles Northeast of Hodgenville on Highway 31E, consisting of .037 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 85, Page 46, Larue County Clerk's Office.
8. All that tract of land known as the Avon Switching Station Lot and located on the north side of US 60 approximately 7 miles West of Winchester, consisting of 16.971 acres, and being conveyed to East Kentucky RECC from A.B. and Elizabeth Gay by deed dated January 23, 1964, and recorded in Deed Book 788, Page 20, Fayette County Court Clerk's Office and to East Kentucky Power Cooperative, Inc. from Augustus B.

Gay by deed dated August 7, 1978, and recorded in Deed Book 1205, Page 444, Fayette County Clerk's Office.

9. All that tract of land known as the Bacon Creek Substation site and located along Old Bacon Creek Road, approximately 1.8 miles southwest of Corbin, being conveyed to East Kentucky RECC from Bacon Creek Baptist Church by deed dated October 7, 1999, and recorded in Deed Book 413, Page 109, Whitley County Clerk's Office.
10. All that tract of land known as the Badger Microwave Tower site and located in Taylor County and being conveyed to East Kentucky RECC from Johnnie R. and Ester Sprawles by deed dated May 19, 1967, and recorded in Deed Book 6, Page 163, Taylor County Clerk's Office.
11. All that tract of land known as the Baker Lane Substation site designated as parcel #12 and located in Jessamine County on Baker Lane, and being conveyed to East Kentucky Power Cooperative, Inc. from Kentucky Utilities Company, by deed dated December 11, 2000, and recorded in Deed Book 440, Page 250, Jessamine County Clerk's Office.
12. All that tract of land known as the Ballard Substation site and located West of Bryantsville, approximately 3 1/2 miles Northwest of the intersection of Kentucky Highway 1355 and Fisher-Ford Road, consisting of 1.390 acres, and being conveyed to East Kentucky RECC from Cecil B. Rankin, et al, by deed dated August 31, 1972, and recorded in Deed Book 102, Page 529, Garrard County Clerk's Office.
13. All that tract of land known as the Balltown Substation site and located on the Southeast side of Kentucky 46 East of Balltown, consisting of 2.344 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
14. All that tract of land known as the Bank Lick Substation site and located on Wilson Road approximately 9 miles from Highway 16 near Nicholason, consisting of 1.145 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 151, Page 236, Kenton County Clerk's Office.
15. All that tract of land known as the Bank Lick Substation site and located on at the intersection of Wilson Road and Bramlage Road about 1.2 miles Northwest of Nicholson, consisting of 1.063 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated April 7, 1997, and recorded in Deed Book I-1195 at Page 244, Kenton County Clerk's Office.
16. All that tract of land known as the Bardstown Office Building site and located in Nelson County on the West side of Highway 31E approximately 1 miles South of Central Kentucky Turnpike, consisting of approximately 1.5 acres more or less, and being conveyed to East Kentucky RECC from J. A. and Gertrude Wathen, and Paul Wathen, single, by Deed dated April 29, 1965 and recorded in Deed Book 151, Page 186, Nelson County Clerk's Office.

17. All that tract of land known as the Bardstown Microwave Tower site and located in Nelson County and being conveyed to East Kentucky RECC from W.S. and Myrtle Nicholls by easement dated January 12, 1956, and recorded in Deed Book 131, Page 507, Nelson County Clerk's Office.
18. All that tract of land known as the Bardstown Pole Yard site and located about 225 feet northwest of U.S. Highway 31-E, 0.4 mile southwest of the Bluegrass Parkway Exit, approximately 2.3 miles southwest of Bardstown Court Square, and being conveyed to East Kentucky Power Cooperative, Inc. from Joe L. Thompson and Charleen Thompson by deed dated March 30, 1998, and recorded in Deed Book 355, Page 752, Nelson County Clerk's Office.
19. All that tract of land known as the Bardstown Shopping Center Substation site and located near the East city limits of Bardstown and lying East of Bardstown Plaza Shopping Center, consisting of 0.45 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
20. All that tract of land known as the Barren County Switching Station (Cave City) site and located on the south side of the old Cave City-Glasgow Road, approximately 3-3/4 miles east of Cave City and further being 1/4 mile north of Kentucky State Highway 70, in Barren County, consisting of 4.82 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Edwin B. Parrish by deed dated August 12, 1975, and recorded in Deed Book 199, Page 788, Barren County Clerk's Office.
21. All that tract of land known as the Bass Substation site and located on Liberty Highway 70, consisting of 0.602 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
22. All that tract of land known as the Bavarian Substation site and located at Boone County, Kentucky, along McCoys Fork and KY Highway 1292, consisting of 1.182 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Bavarian Trucking Company, Inc. by deed dated March 25, 2003, and recorded in Deed Book 852 at Page 797, Boone County Clerk's Office.
23. All that tract of land known as the Bay West Substation site and in the Harrodsburg-Mercer Industrial Park northwest of Moberly Road, consisting of 1.5 acres, and being conveyed to East Kentucky RECC from Bay West Paper Corporation by deed dated February 7, 1995, and recorded in Deed Book 254, Page 29, Mercer County Clerk's Office.
24. All that tract of land known as the Beam Substation site and located near Clermont on the Southeast corner of the junction of two county roads, consisting of 2.420 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.

25. All that tract of land known as the Beattyville Substation site and located approximately 2 miles Northeast of Beattyville on Highway 52, consisting of 1.899 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 87, Page 689, Lee County Clerk's Office.
26. All that tract of land known as the Beckton Junction Switching Station site and located near Kentucky Highway 63, about 2.0 miles south of Glasgow, being conveyed to East Kentucky RECC from Ruthine E. Nuckols by deed dated August 12 1998, and recorded in Deed Book 239, Page 297, Barren County Clerk's Office.
27. All that tract of land known as the Beckton Substation site and located approximately 7.7 miles West of Glasgow, Kentucky on State Highway 685, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmer's RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
28. All that tract of land known as the Bedford Substation site and located 1/2 mile North of Bedford near U.S. 62, consisting of 0.86 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.
29. All that tract of land known as the Bedford Substation Expansion site and located on the North side of Cutshaw Lane Approximately 0.6 mile East of Intersection of U.S. 421 and Cutshaw Lane, consisting of 0.405 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Dale Callis and Lois Callis by deed dated July 24, 2003 and recorded in Deed Book 104 at Page 695, Trimble County Clerk's Office.
30. All that tract of land known as the Bekaert Substation site and located approximately 3.3 miles west-southwest of Shelbyville, on the north side of the Norfolk Southern Railroad, consisting of 0.503 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Shelbyville-Shelby County Industrial Authority by deed dated April 25, 1990, and recorded in Deed Book 263, Page 244, Shelby County Clerk's Office.
31. All that tract of land known as the Berea Substation site and located 1 mile South of Kingston on Old Highway 25, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
32. All that tract of land known as the Berlin Substation site and located approximately 1,000 feet West of junction of New Sinai Road and Kentucky 10 at Berlin, consisting of 0.253 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 633, Bracken County Clerk's Office.
33. All that tract of land known as the Beulah Beam Substation site and located 4 miles East of Shepherdsville on North side of Kentucky Highway 44 in Bullitt County, consisting of 3.103 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Ina Lee and Harold Bale, et al., by deed dated June 10, 1993 and recorded in Deed Book 373, Page 793, Bullitt County Clerk's Office.

34. All that tract of land known as the Big Bone Substation site and located on the North side of Kentucky Highway 338, approximately 3/4 mile East of Big Bone Lick State Park, consisting of 1.245 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stelva Cornelius by deed dated August 14, 1975, and recorded in Deed Book 221, Page 289, Boone County Clerk's Office.
35. All that tract of land known as the Bledsoe Substation site and located on Kentucky Highway 221 at Hall Branch, consisting of 0.502 acre, and being conveyed to East Kentucky RECC from Theodore and Helen Coldiron by deed dated November 11, 1969, and recorded in Deed Book 182, Page 53, Harlan County Clerk's Office.
36. All that tract of land known as the Blevins Valley Substation site and located on Blevins Valley Road, about 2.2 miles south of the community of Preston, and being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Robinson and Oleta M. Robinson, by deed dated June 1, 2000, and recorded in Deed Book 194, Page 117, Bath County Clerk's Office.
37. All that tract of land known as the Bloomfield Substation site and located approximately 3 miles Northeast of Bloomfield on Kentucky 1066, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
38. All that tract of land known as the Blue Lick Substation site located in the county of Bullitt, consisting of 1.01 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
39. All that tract of land known as the Bonnieville Switching Station site and located 3/4 mile North of Bonnieville on the East side of U.S. 31W, consisting of 1.250 acres, and being conveyed to East Kentucky RECC from Charles and Mary Bowles by deed dated December 21, 1954, and recorded in Deed Book 76, Page 35, Hart County Clerk's Office.
40. All that tract of land known as the Bonnieville Substation site and located on the east side of U.S. Highway 31W, consisting of .753 acre, and being conveyed to East Kentucky Power Cooperative, Inc. From Douglas L. Thompson and Linda S. Thompson, his wife, by deed dated September 29, 1997, and recorded in Deed Book 226, Page 403, Hart County Clerk's Office.
41. All that tract of land known as the Boone Substation site and located at junction of Rouse Road and Camp Ernest Road near Union, KY, consisting of 6.227 acres, and being conveyed to East Kentucky RECC from James B. and Eunie A. Pettet by deed dated April 21, 1965, and recorded in Deed Book 166, Page 497, Boone County Clerk's Office, and from James B. and Eunie A. Pettet by deed dated May 12, 1971, and recorded in Deed Book 194, Page 12, Boone County Clerk's Office, and from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 90, Boone County Clerk's Office.

42. All that tract of land known as the Booneville Substation site and located 1 mile West of Booneville, consisting of 1.584 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Edna Fields Isaacs by deed dated June 2, 1977, and recorded in Deed Book 39, Page 396, Owsley County Clerk's Office.
43. All that tract of land known as the Bourne Substation site and located on Mt. Hebron Road, 3.6 miles East of a point on Highway 27, 0.4 mile South of Bryantsville, consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, Garrard County Clerk's Office.
44. All that tract of land known as the Bowen Substation site and located on the North side of Kentucky 15, approximately 1 mile South of Bowen, Kentucky, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charlie and Rena Faye Garrett by deed dated December 19, 1977, and recorded in Deed Book 78, Page 777, Powell County Clerk's Office.
45. All that tract of land known as the Bracken County Switching Station site and located on New Zion Road, approximately 1.8 miles Northwest of Berlin, Kentucky, consisting of 2.3 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rupert S. and Bethel H. Rees by deed dated December 23, 1980, and recorded in Deed Book 101, Page 105, Bracken County Clerk's Office.
46. All that tract of land known as the Bracken County Substation site and located at the south edge of right-of-way of New Zion Road and being approximately 1,000 feet west of the Intersection of Ky Hwy 10 and New Zion Road, Near the Community of Berlin, in Bracken County, Kentucky consisting of 1.303 acres and being conveyed to East Kentucky Power Cooperative, Inc. from William Rees, divorced and Sandra Rees, single by deed dated March 23, 2004, and recorded in Deed Book 173 at Page 566, Bracken County Clerk's Office.
47. All that tract of land known as the Bridgeport Substation site and located approximately 1/2 mile North of Bridgeport on Highway 1006, consisting of 0.993 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 219, Page 475, Franklin County Clerk's Office.
48. All that tract of land known as the Bridgeport #2 Substation site and located on the north side of Taylor Branch Road, about 4.7 miles west of the city of Frankfort, being conveyed to East Kentucky Power Cooperative, Inc. from Kenneth and Ora Burge by deed dated August 18, 1999, and recorded in Deed Book 440, Page 712, Franklin County Clerk's Office.
49. All that tract of land known as the Bristow Substation site and located at the intersection of Mt. Zion Road and U.S. 25, South of Devon, KY, consisting of 4.66 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rodney S. and Jacqueline M. Cain by deed dated January 21, 1982, and recorded in Deed Book 255, Page 87, Kenton County Clerk's Office.



50. All that tract of land known as the Brodhead Substation site and located on Highway 150 North of the city limits of Brodhead, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 477, Rockcastle County Clerk's Office.
51. All that tract of land known as the Bromley Substation site and located Owen County, Kentucky, consisting of 1.699 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alvin Ray Malcomb and Phyllis Malcomb, husband and wife, by deed dated December 19, 2003, and recorded in Deed Book 208 at Page 592, Owen County Clerk's Office.
52. All that tract of land known as the Bronston Substation site and located Northwest of Kentucky State Highway 790, approximately 2 miles Southwest of its intersection with Highway 90, consisting of 1.963 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Hubert and Mildred Gibson, et al., by deed dated September 27, 1972, and recorded in Deed Book 330, Page 48, Pulaski County Clerk's Office.
53. All that tract of land known as the Brooks Microwave Tower site and located at the intersection of Ky. 1526 and Holsclaw Road in Bullitt County, consisting of 2.940 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated January 24, 1992, and recorded in Deed Book 351, Page 322, Bullitt County Clerk's Office.
54. All that tract of land known as the Brooks Substation site and located on the West side of State Highway 1820, consisting of 1.5 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
55. All that tract of land known as the Bullitt County Switching Station and located near Highway #480, approximately five miles from Shepherdsville, consisting of 4.996 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola Berman Ratliff and Otis Ratliff by deed dated July 9, 1996, and recorded in Deed Book 425, Page 224, Bullitt County Clerk's Office.
56. All that tract of land known as the Bullittsville Substation site and located 2.9 miles North of Burlington, on the Bullittsville-Burlington Road, consisting of 1.066 acres, and being conveyed to East Kentucky RECC from J. C. and Frances Hollis by deed dated September 4, 1962, and recorded in Deed Book 155, Page 196, Boone County Clerk's Office.
57. All that tract of land known as the Bush Substation site and located on Kentucky Highway #80 and #1305 at Lida, Kentucky, consisting of 3.428 acres, and being conveyed to East Kentucky RECC from Jessie Lewis by deed dated April 25, 1997, and recorded in Deed Book 469, Page 32, Laurel County Clerk's Office.
58. All that tract of land known as the Cabin Hollow Substation site and located on Commerce Lane, consisting of 1.315 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Wilma Ray Sears by deed dated May 22, 1997, and recorded in Deed Book 599, Page 478, Pulaski County Clerk's Office.

59. All that tract of land known as the Cagle Substation site and located on Ky. Highway 90 near Miller Road about 1.5 miles northwest of Albany, and consisting of 1.485 acres conveyed to East Kentucky Power Cooperative, Inc. from Cagle's-Keystone Foods, LLC by deed dated December 1, 1998, and recorded in Deed Book 110, Page 600, Clinton County Clerk's Office.
60. All that tract of land known as the Campbellsburg Substation site and located 1/2 mile Southeast of Campbellsburg on Bob White Lane, 1/4 mile Northeast of Ky. 55, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.
61. All that tract of land known as the Campbellsville Substation site and located near the Campbellsville and Columbia Highway, consisting of 1 acre, more or less, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.
62. All that tract of land known as the Campground Substation site and located 7 miles Southeast of London on Kentucky 229, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Clerk's Office.
63. All that tract of land known as the Campton Substation site and located on the Campton-Holly Road, consisting of 0.77 acre, and being conveyed to East Kentucky RECC from V.L. and Celia King by deed dated April 23, 1964, and recorded in Deed Book 63, Page 255, Wolfe County Clerk's Office.
64. All that tract of land known as the Carpenter Substation site and located East of Williamsburg on Highway 92, consisting of 0.45 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
65. All that tract of land known as the Carson Substation site and located 0.5 mile South of intersection of Dividing Ridge Road and Kentucky 47, consisting of 1.25 acres, and being conveyed to East Kentucky RECC from Annie and Robert A. Zoellner by deed dated December 18, 1968, and recorded in Deed Book 68, Page 465, Carroll County Clerk's Office.
66. All that tract of land known as the Carter City Substation site and located Southeast of Carter City, consisting of 1.131 acres, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 143, Page 525, and by deed dated January 1, 1994 and recorded in Deed Book 222 Page 274, both deeds of record in the Carter County Clerk's Office.
67. All that tract of land known as the Casey County Substation site and located along KY 49, approximately eight miles north of Liberty, Kentucky, consisting of 5.22 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Danny Helm and

Juanita Helm, his wife, by deed dated April 18, 2000, and recorded in Deed Book 197, Page 664, Casey County Clerk's Office.

68. All that tract of land known as the Cave City Substation site and located Northwest of Kentucky 90 at intersection with Old Lexington-Nicholasville Road, consisting of 1.497 acres, and being conveyed to East Kentucky RECC from Dogue Carver by deed dated August 27, 1970, and recorded in Deed Book 184, Page 167, Barren County Clerk's Office.
69. All that tract of land known as the Cave Run Substation site and located West of Highway 801, consisting of 1.01 acres, and being conveyed to East Kentucky RECC from Luma and Marjorie Armstrong by deed dated December 16, 1971, and recorded in Deed Book 95, Page 41, Rowan County Clerk's Office.
70. All that tract of land known as the Cedar Grove Substation site and located about 1.25 miles east of Cedar Grove, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola and Otis Ratliff by deed dated July 29, 1980, and recorded in Deed Book 238, Page 434, Bullitt County Clerk's Office.
71. All that tract of land known as the Chad Substation site and located near Route 522, near Cumberland, consisting of 1.58 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from G. B. Nolan, et al., by deed dated March 23, 2001, and recorded in Deed Book 363, Page 128, Harlan County Clerk's Office.
72. All that tract of land known as the Charters Substation site and located 1/2 mile West of Charters on Highway 10, consisting of 1.32 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 111, Page 404, Lewis County Clerk's Office.
73. All that tract of land known as the Clay City Substation site and located on the South side of the Ships Branch Road on the Northeast side of Mountain Parkway approximately .79 miles Northwest of Clay City interchange, consisting of 2.8 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dollie Lucas by deed dated June 28, 1985, and recorded in Deed Book 94, Page 280, Powell County Clerk's Office.
74. All that tract of land known as the Clay Lick Substation site and located along U.S. 127 at Salvisa, consisting of 1.4 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James Herbert Brown and Hazel G. Brown by deed dated July 22, 1997, and recorded in Deed Book 267, Page 144, Mercer County Clerk's Office.
75. All that tract of land known as the Clay Village Substation site and located 4 miles East of Shelbyville on Route 60, consisting of 0.572 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
76. All that tract of land known as the Coburg Substation site and located in the settlement of Kelleyville, KY, containing 102 Sq. Poles and being conveyed to East Kentucky

- Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
77. All that tract of land known as the Colemansville Substation site and located on Kentucky 1032 at Colemansville, consisting of 0.286 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
  78. All that tract of land known as the Colemansville Substation #2 site and located near the intersection of Kentucky Highway 1054 and Kentucky Highway 1032, consisting of 0.976 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Anne E. Dennis and Clarence Dennis, her husband by deed dated June 21, 2002, and recorded in Deed Book 257, Page 793, Harrison County Clerk's Office
  79. All that tract of land known as the Colesburg Substation site and located 9.9 miles East of Elizabethtown on Highway 92, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Nolin RECC by deed dated January 1, 1979, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
  80. All that tract of land known as the Columbia Substation site and located on the North side of Industry Road and approximately 150 feet East of intersection of Kentucky Highway 55 and Industry Road, consisting of .29 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
  81. All that tract of land known as the Condon/Potts and located in Mason County, Kentucky, consisting of 2.00 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Marie T. Condon, widow and James A. Potts and Joe Ann Potts, husband and wife, by deed dated November 7, 2003, and recorded in Deed Book 300 at Page 760, Mason County Clerk's Office.
  82. All that tract of land known as the Cooper Microwave Tower site and located in Pulaski County, and being conveyed to East Kentucky RECC from Beatty J. and Pauline Vaught by easement dated March 3, 1967, and recorded in Deed Book 274, Page 586, Pulaski County Clerk's Office.
  83. All that tract of land known as the Cox's Creek Substation site located at the intersection of U.S. Highway No. 31 and Kentucky Highway No. 509, approximately 6 miles north of the city of Bardstown, consisting of 1.484 acres and recorded in Deed Book 316, Page 149, Nelson County Clerk's Office.
  84. All that tract of land known as the Creston Substation site located near Kentucky Highway 70, approximately 7.8 miles west of Liberty, consisting of 2.330 acres and recorded in Deed Book 191, Page 610, Casey County Clerk's Office.
  85. All that tract of land known as the Crittenden Service Center Property site located on the west side of Future Miller Road, 420' North of U.S. 25, consisting of 2.3547 acres and recorded in Deed Book 237, Page 362, Grant County Clerk's Office.

86. All that tract of land known as the Crockett Substation Site and located 7.6 miles northeast of West Liberty on Kentucky Highway #172 in Morgan County, Kentucky, consisting of 1.372 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Menno N. Rissler and Lois E. Rissler, his wife, by Deed dated June 12, 1995, and recorded in Deed Book 169, Page 203, Morgan County Clerk's Office.
87. All that tract of land known as the Cumberland Falls Substation site and located approximately 9 miles South of Corbin, Ky. on Highway 25, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
88. All that tract of land known as the Cynthiana Substation site and located South of Cynthiana on Highway 27, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
89. All that tract of land known as the Darwin Thomas Substation site and located on Hochstrasser Land at the intersection of Washburn Lane, consisting of 1.613 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. and Patricia W. Tucker by deed dated April 1, 1996, and recorded in Deed Book 117, Page 714, Spencer County Clerk's Office.
90. All that tract of land known as the Davis Substation site and located on the North side of Walnut Hill Road, consisting of 0.946 acre, and being conveyed to East Kentucky RECC from William and Catherine Hammond by deed dated November 29, 1971, and recorded in Deed Book 1032, Page 100, Fayette County Clerk's Office.
91. All that tract of land known as the Denny Switching Station site and located 2,000 feet Southeast of Denny Gap and 200 feet South of a county road intersection with Kentucky 776, consisting of 4.058 acres, and being conveyed to East Kentucky RECC from Teer Bryant by deed dated April 4, 1977, and recorded in Deed Book 160, Page 458, Wayne County Court Clerk's Office, and from Teer Bryant by deed dated June 3, 1964, and recorded in Deed Book 117, Page 440, Wayne County Clerk's Office.
92. All that tract of land known as the Devon Switching Station site and located between U.S. 25 and the Southern Railroad 2 miles South of Devon, consisting of 0.086 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated October 1, 1955, and recorded in Deed Book 129, Page 218, Boone County Clerk's Office.
93. All that tract of land known as the Downing Substation site and located on the north side of Elijah's Creek Road about 1.2 miles northeast of Hebron, consisting of 10.202 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Vera Dolwick, et al, by deed dated May 8, 1997, and recorded in Deed Book 649, Page 224, Boone County Clerk's Office.

94. All that tract of land known as the Duro Substation site and located West of the Boone-Kenton county line and East of the Richwood Industrial Dev. Corp. property near U.S. Highway 25 in Boone County, consisting of 1.233 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Robert L. Benton, et al., by deed dated July 16, 1991, and recorded in Deed Book 462, Page 71, Boone County Clerk's Office.
95. All that tract of land known as the East Bardstown Substation site and located on the East side of U.S. 62 about 1 mile from Bardstown Courthouse, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.
96. All that tract of land known as the East Bernstadt Substation site and located approximately 2 miles North of East Bernstadt on Route 30, consisting of 1.92 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Robert and Ada Desurne by deed dated March 31, 1981, and recorded in Deed Book 296, Page 296, Laurel County Clerk's Office.
97. All that tract of land known as the East Bernstadt Substation site and located in Laurel County beginning at an iron pin set at a corner fence post at the eastern most point of the Blunshi parent tract and consisting of 3.272 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Albert J. Blunshi and Betty Ann Blunshi by deed dated July 22, 2002, and recorded in Deed Book 543, Page 536, Laurel County Clerk's Office.
98. All that tract of land known as the East Campbellsville Substation site and located on the east side of Kentucky Highway #3518 – Water Tower Bypass, consisting of 1.768 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from CTC Industrial Foundation, Inc. by deed dated September 20, 2001, and recorded in Deed Book 229, Page 599, Taylor County Clerk's Office.
99. All that tract of land known as the East London Substation site and located approximately 2.2 miles East of Interstate 75 in London, Ky., consisting of 3.92 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Laurel County Industrial Development by deed dated December 19, 1980, and recorded in Deed Book 294, Page 720, Laurel County Clerk's Office.
100. All that tract of land known as the East Pine Knot Substation site and located on the waters of Clear Creek, near Kentucky Highway #1044, being conveyed to East Kentucky Power Cooperative, Inc. from Bank of McCreary County by deed dated October 30, 2000, and recorded in Deed Book 155, Page 159, McCreary County Clerk's Office.
101. All that tract of land known as the East Somerset Substation site and located on North side of Highway 80, approximately 3/4 mile East of Kentucky 192 and Highway 80 intersection, consisting of 1.217 acres, and being conveyed to East Kentucky Power

- Cooperative, Inc. from John and Bernice Garner, et al., by deed dated April 6, 1978, and recorded in Deed Book 380, Page 515, Pulaski County Clerk's Office.
102. All that tract of land known as the Eberle Substation site and located 0.4 mile Northwest of Mt. Zion Cemetery, near Cornette on a county road, consisting of 0.706 acre, and being conveyed to East Kentucky RECC from Ford and Rebecca Carter by deed dated September 26, 1968, and recorded in Deed Book 190, Page 61, Laurel County Clerk's Office.
  103. All that tract of land known as the Elizabethtown Substation site and located 2 miles North of Elizabethtown on Old Highway 31W, consisting of 0.955 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 544, Hardin County Clerk's Office.
  104. All that tract of land known as the Elizabethtown Switching Station site and located 0.5 mile West of U.S. 31 in Elizabethtown, Ky., consisting of 0.25 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from John and Louise Ashcraft by deed dated December 23, 1981, and recorded in Deed Book 436, Page 110, Hardin County Clerk's Office.
  105. All that tract of land known as the Elizabethtown #2 Substation site and located approximately 2.2 miles north of Elizabethtown on the west side of the existing East Kentucky Power Cooperative, Elizabethtown Substation, consisting of 1.50 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph C. Zeitz by deed dated September 24, 2001, and recorded in Deed Book 1012, Page 683, Hardin County Clerk's Office.
  106. All that tract of land known as the Elliott County Prison Substation site and located near KY Route # 7, consisting of 1.300 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ray Howard and Karen Mae Howard, husband and wife by deed date April 24, 2003, and recorded in Deed Book 98 at Page 435, Elliott County Clerk's Office.
  107. All that tract of land known as the Elliottville Substation site and located North of Kentucky Highway 32, approximately 1.5 miles West of Elliottville, consisting of 0.906 acre, and being conveyed to East Kentucky RECC from Roy and Madeline Fouch by deed date September 17, 1973, and recorded in Deed Book 98, Page 743, Elliott County Clerk's Office.
  108. All that tract of land known as the Emanuel Substation site and located on Kentucky 229 approximately 1 mile off Highway 25E West of Barbourville, consisting of 0.261 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 133, Page 239, Knox County Clerk's Office.
  109. All that tract of land known as the Emanuel Substation site and located 1.01 miles north of the intersection of Highway 229 and U.S. Highway 25E at Baileys Switch, consisting of 1.446 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from

Alvin Dunn and Bonnie Dunn, his wife, by deed dated September 24, 1998, and recorded in Deed Book 303, Page 185, Knox County Clerk's Office.

110. All that tract of land known as the Fall Rock Substation site and located at junction of U.S. 421 and 11, consisting of 0.49 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
111. All that tract of land known as the Fall Rock Substation site located on US 421, Manchester, KY (Clay Co.), consisting of 33.66 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Fred and Donna Jean Jackson, by deed dated April 30, 2000, and recorded in Deed Book 254, Page 374, Clay County Clerk's Office.
112. All that tract of land known as the Fawkes Switching Station site and located on Goggins Lane in Madison County, consisting of 4.948 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas and Connie Clouse by deed dated March 1, 1991, and recorded in Deed Book 413, Page 415, Madison County Clerk's Office.
113. All that tract of land known as the Fayette #1 Substation site and located approximately 4 miles Southeast of Lexington, Ky., on Armstrong Mill Road, consisting of 3.126 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mary Sayre Williams Combs by deed dated January 20, 1977, and recorded in Deed Book 1163, Page 671, Fayette County Clerk's Office.
114. All that tract of land known as the Fern Leaf Substation site and located off Kentucky Highway 10, consisting of 0.545 acre, and being conveyed to East Kentucky RECC from Lynn and June Adams by deed dated July 2, 1973, and recorded in Deed Book 190, Page 199, Mason County Clerk's Office.
115. All that tract of land known as the Fitchburg Substation site and located approximately 3.4 miles on Ky. 975 after going through Fitchburg, consisting of 0.1 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
116. All that tract of land known as the Flemingsburg Substation site and located on Kentucky Highway 57, 2 miles West of Flemingsburg, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated June 17, 1965, and recorded in Deed Book 123, Page 226, Fleming County Clerk's Office.
117. All that tract of land known as the Floyd Substation site and located 9 miles North of Somerset off U.S. 27, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
118. All that tract of land known as the Folsom Microwave Tower site and located in Grant County, and being conveyed to East Kentucky RECC from Orville Beach by easement dated May 31, 1960, and recorded in Deed Book 91, Page 186, Grant County Court



Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Stephen L. Bates, Master Commissioner of the Grant Circuit Court on behalf of George and Barbara Eldridge by Special Commissioner's Deed of Easement dated September 25, 1984 and recorded in Deed Book 153, Page 180, Grant County Clerk's Office.

119. All that tract of land known as the Ford Microwave Tower site and located in Clark County 8 miles from Winchester on the Ford Road, and being conveyed to East Kentucky RECC from Ollie and Lillie Dykes by easement dated April 4, 1955, and recorded in Deed Book 149, Page 568, Clark County Clerk's Office.
120. All that tract of land known as the Fort Knox Substation site and located on the Southwest side of South Boundary Road to Southeast of intersection of South Boundary Road and Johnson Road, consisting of 1.97 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from David and Deborah Yates by deed dated December 6, 1985, and recorded in Deed Book 558, Page 297, Hardin County Clerk's Office.
121. All that tract of land known as the Four Oaks Substation site and located near Four Oaks on Highway 27, consisting of 1.7 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 115, Page 23, Pendleton County Clerk's Office.
122. All that tract of land known as the Fox Hollow (Beckton Junction) Substation site and located on Tomkinsville Road, Glasgow, Kentucky (Barren Co.) and being conveyed to East Kentucky Power Cooperative, Inc. from Ruthine E. Nuchols by deed dated December 21, 2000, and recorded in Deed Book 251, Page 744, and Deed Book 239, Page 297 (2 parcels), Barren County Clerk's Office.
123. All that tract of land known as the Fredricksburg Substation site and located on the north side of Kentucky Highway 529 in the area known as Booker, and being conveyed to East Kentucky Power Cooperative, Inc. from William Smith and Lillian Smith, his wife, by deed dated March 29, 1999, and recorded in Deed Book 256, Page 578, Washington County Clerk's Office.
124. All that tract of land known as the Frenchburg Substation site and located approximately 1 mile Northeast of Frenchburg on Highway 36, consisting of 0.36 acre, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 37, Page 369, Menifee County Clerk's Office.
125. All that tract of land known as the Gallatin County Substation site and located about 6.3 miles West of Warsaw, Kentucky, off Kentucky Highway No. 42, near the Gallatin-Carroll County line and consisting of 3.140 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Gallatin Steel Company by deed dated November 15, 1994 and recorded in Deed Book 67, Page 87, Gallatin County Clerk's Office.
126. All that tract of land known as the Gallatin County Substation site and located West of Warsaw, Kentucky, South of U.S. Highway # 42, near the Gallatin-Carroll County line and consisting of 3.140 acres and being conveyed to East Kentucky Power Cooperative,

- Inc. from Gallatin Steel Company by deed dated November 15, 1994 and recorded in Deed Book 67 at Page 566, Gallatin County Clerk's Office.
127. All that tract of land known as the Garrard County Substation site and located on the north side of Kentucky Highway 52, about 0.8 mile east of the center of the town of Lancaster, being conveyed to East Kentucky RECC from Ronald Smallwood by deed dated May 7, 1999, and recorded in Deed Book 190, Page 155, Garrard County Clerk's Office.
  128. All that tract of land known as the Garrison Lane Microwave Tower site and located in Nelson County, consisting of \_\_\_\_\_ acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William R. Wilson, III and Alissa B. Wilson, his wife by deed dated August 30, 2000 and recorded in Deed Book 370 at Page 635, Nelson County Clerk's Office.
  129. All that tract of land known as the Glendale Substation site and located near the intersection of Kentucky Highway 222 and Old 31W, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.
  130. All that tract of land known as the Goddard Microwave Tower site and located in Fleming County near Pea Ridge Road, consisting of 2.87 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie and Gladys Bays by deed dated March 16, 1988, and recorded in Deed Book 165, Page 325, Fleming County Clerk's Office.
  131. All that tract of land known as the Goddard Microwave Tower site #2 and located in Fleming County beginning at an iron pin set at fence corner in the southerly right-of-way of Goddard Road, consisting of 8.126 acres, and being conveyed to East Kentucky Power Cooperatives, Inc. from James L. Meade and Nora Meade, his wife by deed dated January 12, 2002, and recorded in Deed Book 210, Page 96, Fleming County Clerk's Office.
  132. All that tract of land known as the Goddard Switching Station site and located 1 mile Northeast of Goddard, consisting of 2.31 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated April 1, 1955, and recorded in Deed Book 114, Page 508, Fleming County Clerk's Office, and from Charles and Edna McKee by deed dated November 4, 1965, and recorded in Deed Book 123, Page 390, Fleming County Clerk's Office.
  133. All that tract of land known as the Goodnight Substation site and located in Barren County, consisting of approximately 0.60 acres, more or less, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
  134. All that tract of land known as the Goose Rock Substation site and located approximately 5.5 miles Southeast of Manchester on Highway 80, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by

- deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
135. All that tract of land known as the Gordon Substation site and located approximately 3 miles Northwest of Cumberland, Ky., on Kentucky 160, consisting of 0.57 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 139, Letcher County Clerk's Office.
  136. All that tract of land known as the Gospel Hill Substation site and located West of Martin Hill Road, 330 feet of intersection of Kentucky Highway 44 and the West line of Martin Hill Road, consisting of 0.84 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
  137. All that tract of land known as the Grants Lick Substation site and located 1 mile South of Grants Lick on Highway 27, consisting of 0.987 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 132, Page 180, Campbell County Clerk's Office.
  138. All that tract of land known as the Grants Lick Substation Addition site and located on the south side of Old Herringer Road, consisting of 0.987 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Harry W. Darlington and Dorothy L. Darlington by deed dated March 7, 1997, and recorded in Deed Book 226, Page 88, Campbell County Clerk's Office.
  139. All that tract of land known as the Greasy Creek Substation site and located North of Kentucky Highway 221 approximately .57 mile West of Kentucky Highway 2009 and 7.4 miles West of Pine Mountain, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Alonzo, Sr. and Gladys Turner by deed dated April 14, 1988, and recorded in Deed Book 278, Page 561, Harlan County Clerk's Office.
  140. All that tract of land known as the Green County Switching Station site and located approximately 1 mile North of Greensburg on East side of Kentucky 61, consisting of 6.118 acres, and being conveyed to East Kentucky RECC from O.D. and Rosie Parson by deed dated August 23, 1967, and recorded in Deed Book 108, Page 31, Green County Clerk's Office.
  141. All that tract of land known as the Green Hall Substation site and located near Kentucky Highway #1071, being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Pierson by deed dated June 2, 1999, and recorded in Deed Book 154, Page 603, Jackson County Clerk's Office.
  142. All that tract of land known as the Green River Plaza Substation site and located 1/4 mile Southwest of Campbellsville city limits on New Columbia-Campbellsville Road, Kentucky Highway 55 in Taylor County, consisting of 0.96 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated

- February 3, 1992, and recorded in Deed Book 180, Page 201, Taylor County Clerk's Office.
143. All that tract of land known as the Greenbriar Substation site and located 1.95 miles North of Manchester near Highway 11/421 in Clay County, consisting of 0.206 acres, and being a portion of property conveyed to East Kentucky Power Cooperative, Inc. from Dennis and Nadine Smith by deed dated April 30, 1990, and recorded in Deed Book 202, Page 145, Clay County Clerk's Office.
  144. All that tract of land known as the Greensburg Microwave Tower site and located in Green County and being conveyed to East Kentucky RECC from Garnett and Ethel Milby by easement dated August 29, 1955, and recorded in Deed Book 84, Page 229, Green County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Walter R. Milby and Nancy Milby by easement dated March 28, 1985 and recorded in Deed Book 150, Page 157, Green County Clerk's Office.
  145. All that tract of land known as the Greensburg Substation site and located near Green County Road and Kentucky State Road 61, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
  146. All that tract of land known as the Griffin Substation site and located off Kentucky 17, 5.5 miles Northwest of Falmouth, consisting of 0.914 acres, and being conveyed to East Kentucky RECC from Dewey and Elizabeth Campbell by deed dated January 19, 1965, and recorded in Deed Book 109, Page 335, Pendleton County Court Clerk's Office.
  147. All that tract of land known as the H.T. Adams Substation site and located on the East side of Kentucky 1915, approximately 1 mile from the intersection of Highway 1915 and U.S. 68, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William D. McCroskey, et al., by deed dated December 30, 1988, and recorded in Deed Book 227, Page 377, Mercer County Clerk's Office.
  148. All that tract of land known as the Hargett County Substation site and located approximately 0.94 mile north of Hargett on the north side of Iron Works Road and on the west side of Kentucky Highway 82, being conveyed to East Kentucky Power Cooperative, Inc. from Christopher S. Rader by deed dated April 20, 1998, and recorded in Deed Book 227, Page 369, Estill County Clerk's Office.
  149. All that tract of land known as the Harrodsburg Industrial Park Substation site and located in the Harrodsburg-Mercer Industrial Park northwest of Moberly Road near Harrodsburg in Mercer County, Kentucky, consisting of 1.50 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Bay West Paper Corporation by deed dated February 7, 1995 and recorded in Deed Book 454, Page 29, Mercer County Clerk's office.
  150. All that tract of land known as the Harrodsburg Industrial Park Substation Site and located at the southwest corner of the Harrodsburg-Mercer Industrial Park northwest of Moberly Road, near Harrodsburg, consisting of 1.5 acres, and being conveyed to East

Kentucky Power Cooperative, Inc. by Bay West Paper Corp., by Deed dated February 7, 1995, and recorded in Deed Book 254, Page 29, Mercer County Clerk's Office.

151. All that tract of land known as the Headquarters Substation site and located 1,000 feet West of Headquarters on Saltwell Road, consisting of 0.31 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 63, Page 528, Nicholas County Clerk's Office.
152. All that tract of land known as the Helechawa Substation site and located at the junction of Highways 191 and 205, consisting of 0.611 acres, and being conveyed to East Kentucky RECC from Ray and Cleta Gullett by deed dated August 20, 1962, and recorded in Deed Book 62, Page 329, Wolfe County Clerk's Office.
153. All that tract of land known as the Hickory Plains Substation site and located near Berea on old U.S. Highway 25, consisting of 0.33 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Blue Grass Energy Cooperative Corporation by deed dated March 25, 1998, and recorded in Deed Book 492, Page 440, Madison County Clerk's Office.
154. All that tract of land known as the High Rock Substation site and located on the east side of Kentucky Highway 1639, consisting of 0.055 acre, and being conveyed to East Kentucky Power Cooperative, Inc. by deed dated August 1, 2002, and recorded in Deed Book 146, Page 597, Powell County Clerk's Office.
155. All that tract of land known as the Highland Substation site and located approximately 1 mile North of Highland on U.S. 27, consisting of 0.298 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 157, Page 401, Lincoln County Clerk's Office.
156. All that tract of land known as the Hilda Substation site and located 2 miles West of Morehead on North side of Kentucky 32, consisting of 0.985 acres, and being conveyed to East Kentucky RECC by deed dated June 27, 1967, and recorded in Deed Book 82, Page 624, Rowan County Clerk's Office.
157. All that tract of land known as the Hillsboro Substation site and located approximately 1/10 mile South of Hillsboro, Kentucky on Highway 11, consisting of 2.3 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 127, Page 324, Fleming County Clerk's Office.
158. All that tract of land known as the Hinkle Substation site and located on East side of Kentucky 1304 near Bimble, consisting of 1.34 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Belle Mills by deed dated August 18, 1981, and recorded in Deed Book 202, Page 46, Knox County Clerk's Office.
159. All that tract of land known as the Hinkston Substation site and located on the East side of Hinkston Road, 0.2 mile South of Interstate 64 near Mt. Sterling, Ky., consisting of 1.27 acres, and being conveyed to East Kentucky RECC from Midland Trail Industrial

Park by deed dated January 12, 1948, and recorded in Deed Book 168, Page 487, Montgomery County Clerk's Office.

160. All that tract of land known as the Hodgenville Substation site and located on the North side of U.S. 31E about 1 1/2 miles East of Hodgenville, consisting of 1.44 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Larue County Clerk's Office.
161. All that tract of land known as the Holloway Substation site and located 3.5 miles Northwest of Nicholasville on U.S. 68, consisting of 1.095 acres, and being conveyed to East Kentucky RECC from Thomas and A. Kennon Baker by deed dated November 2, 1965, and recorded in Deed Book 88, Page 101, Jessamine County Clerk's Office.
162. All that tract of land known as the Hope Substation site and located at Hope, Kentucky on Hope-Preston or Mill Creek Road, consisting of 1.03 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 125, Page 267, Montgomery County Clerk's Office.
163. All that tract of land known as the Horse Cave Microwave Tower site and located North of Kentucky 218 on Whootens Knob, approximately 2 miles East of Horse Cave in Hart County, consisting of 1.966 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Sherman McDaniels, et al., by deed dated November 18, 1977, and recorded in Deed Book 138, Page 462, Hart County Clerk's Office.
164. All that tract of land known as the Howe Valley Microwave Tower site and located near the Old Shipley Graveyard in Hardin County, consisting of 0.2 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Co. by deed dated January 22, 1992, and recorded in Deed Book 725, Page 35, Hardin County Clerk's Office.
165. All that tract of land known as the Hunt Substation site and located approximately 1 mile South of Hunt, Ky., #974, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.
166. All that tract of land known as the Index Substation site and located East of Kentucky 191, 0.5 mile East of intersection of U.S. 460, consisting of 1.376 acres, and being conveyed to East Kentucky RECC from Victorine May, et al., by deed dated January 8, 1973, and recorded in Deed Book 111, Page 311, Morgan County Clerk's Office.
167. All that tract of land known as the Ingle Substation site and located on Highway 837, about 7.4 miles Southwest of Nancy, Ky., consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Cleo and Leatra Whittle by deed dated May 19, 1972, and recorded in Deed Book 325, Page 455, Pulaski County Clerk's Office.
168. All that tract of land known as the J.B. Galloway Substation site and located at the intersection of Old U.S. 68/KY 80 and relocated U.S. 68/KY 80, 4 miles West of Edmonton, consisting of 1 acre, and being conveyed to East Kentucky Power

Cooperative, Inc. from J.O. and Joy Shive by deed dated July 13, 1989, and recorded in Deed Book 81, Page 344, Metcalfe County Clerk's Office.

169. All that tract of land known as the Jacksonville Substation site and located in Bourbon County, Kentucky, near the community of Jacksonville, consisting of 1.99 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Birtle L. Spencer and Patricia H. Spencer, his wife, by deed dated July 25, 1998, and recorded in Deed Book 232 at Page 611, Bourbon County Clerk's Office.
170. All that tract of land known as the Jamestown District Substation site and located in Russell County, Kentucky, lying near Kentucky Highway #92, consisting of 3.697 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from John Blankenship, Jr. and Jeanette Blankenship, husband and wife, by deed dated August 27, 2002, and recorded in Deed Book 207, Page 414, in the Russell County Clerk's Office. On October 12, 2004, 1.530 acres was conveyed from East Kentucky Power Cooperative, Inc. to Ricky J. and Beverly A. Brockman, his wife, by deed dated October 5, 2004 and of record in Russell County, Kentucky.
171. All that tract of land known as the Jeffersonville Substation site and located on the south side of Kentucky Highway #1050 about 3.8 miles East of Jeffersonville, near Little Ella Church in Montgomery County, Ky., consisting of 1.661 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by deed of correction dated February 20, 1996, and recorded in Deed Book 220, Page 380, Montgomery County Clerk's Office.
172. All that tract of land known as the Jellico Creek Substation site and located North of Highway 92, consisting of 1.098 acres, and being conveyed to East Kentucky RECC from Sarah Creekmore, et al., by deed dated September 12, 1973, and recorded in Deed Book 246, Page 43, Whitley County Clerk's Office.
173. All that tract of land known as the Jenny Wiley Substation site and located 0.5 mile North of the intersection of U.S. 23 and KY 1107 near Auxier, consisting of 0.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Auxier Road Real Estate Co. by deed dated June 28, 1978, and recorded in Deed Book 234, Page 533, Floyd County Clerk's Office.
174. All that tract of land known as the Jericho Substation site and located on Kentucky Highway #153, consisting of 1.377 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Kelly's Restaurant, Inc. by deed dated September 18, 1996, and recorded in Deed Book 192, Page 333, Henry County Clerk's office.
175. All that tract of land known as the Kargle Substation site and located in the Elizabethtown Industrial Park on U.S. Highway 62, southwest of Elizabethtown, consisting of 0.75 acre, and conveyed to East Kentucky Power Cooperative, Inc. from A. P. Technoglass Corp. by deed dated June 14, 1988, and recorded in Deed Book 632, Page 273, Hardin County Clerk's Office.
176. All that tract of land known as the Keavy Substation site and located near Keavy, West of KY 312, consisting of 1.34 acres, and being conveyed to East Kentucky Power

Cooperative, Inc. from Otis and Doris Williams by deed dated October 17, 1975, and recorded in Deed Book 243, Page 83, Laurel County Clerk's Office.

177. All that tract of land known as the Keith Substation site and located 3 miles South of Owenton, 500 feet South of the intersection of KY 227 and KY 330, consisting of 1.483 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy L. and Dorothy Millers, et al., by deed dated March 29, 1975, and recorded in Deed Book 129, Page 632, Owen County Clerk's office.
178. All that tract of land known as the Kenton County Switching Station site and located on North side of Highway 16 and about 1,500 feet Northwest of Highway 16 and Bank Lick Road intersection, consisting of 4.194 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Earl and Pearl Perrin by deed dated July 24, 1980, and recorded in Deed Book 241, Page 104, Kenton County Clerk's Office.
179. All that tract of land known as the Knob Lick Substation site and located on outskirts of Knob Lick, Ky., on Highway 70, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 55, Page 242, Metcalfe County Clerk's Office.
180. All that tract of land known as the Lancaster Substation site and located approximately 5 miles North of Lancaster on Highway 39, consisting of 0.621 acre, and being conveyed to East Kentucky RECC from Inter-County RECC and Opal McMillian by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, Garrard County Court Clerk's Office.
181. All that tract of land known as the Laurel County Industrial Park Substation Site and located approximately 3 miles west of Interstate Highway I-75 at the Kentucky Highway 80 interchange, and lying between Sinking Creek Road (KY #1535) and Fairview Road in Laurel County, Kentucky, consisting of 1.774 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Laurel County Industrial Development Authority by Deed dated March 23, 1995, and recorded in Deed Book 443, Page 485, Laurel County Clerk's Office.
182. All that tract of land known as the Laurel Switching Station site and located in Laurel County, consisting of 4.14 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Denver and Opal Patton by deed dated June 18, 1980, and recorded in Deed Book 290, Page 182, Laurel County Clerk's Office.
183. All that tract of land known as the Lebanon Junction Switching Station site and located on KY 155 approximately 1.5 miles from the junction with county road on left, consisting of 3.739 acres, and being conveyed to East Kentucky RECC from Marcus and Elizabeth Clark by deed dated January 29, 1963, and recorded in Deed Book 79, Page 363, Bullitt County Clerk's Office.
184. All that tract of land known as the Lebanon Substation site and located on Harrison Street at Southeast city limits of Lebanon, consisting of 0.303 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed date January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.



185. All that tract of land known as the Lees Lick Substation site and located at Lees Lick, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Harrison Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
186. All that tract of land known as the Lees Lick Substation Addition site and located at Lees Lick, near the Lees Lick-Connersville Road, about 9.1 miles southwest of Cynthiana, consisting of .259 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Kevin Moore and Janet Moore, his wife, by deed dated July 2, 2001, and recorded in Deed Book 249, Page 225, Harrison County Clerk's Office.
187. All that tract of land known as the Leon Substation site and located approximately 3 miles South of Grayson, Ky., on Highway 7, consisting of 0.388 acre, and being conveyed to East Kentucky RECC from Grayson Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 143, page 525, Carter County Clerk's Office.
188. All that tract of land known as the Liberty Junction Switching Station site and located on Southwest side of a county road near Lawborn Hill, approximately 2.5 miles Southeast of Yosemite, consisting of 1.748 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clifford and Elizabeth Wesley by deed dated June 10, 1977, and recorded in Deed Book 98, Page 186, Casey County Clerk's Office.
189. All that tract of land known as the Lily Tulip Capacitor Bank site and located on South side of Summers Land about 6.5 miles East of Bardstown, about 1.5 miles South of Woodlawn, consisting of 2.002 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Anthony and Charlotte Hagan by deed dated October 2, 1992, and recorded in Deed Book 298, Page 577, Nelson County Clerk's Office.
190. All that tract of land known as the Logan Substation site and located on Highway 55, South of Shelbyville, consisting of 1.07 acres, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
191. All that tract of land known as the T. Brown Logsdon Substation site and located approximately 1.3 miles north of Vine Grove between Hill Street and Lorraine Street, being conveyed to East Kentucky Power Cooperative, Inc. from Robert Stiles and Linda L. Stiles, his wife, by deed dated April 17, 1998, and recorded in Deed Book 899, Page 247, Hardin County Clerk's Office.
192. All that tract of land known as the Long Run Substation site and located along Kentucky 362, Aiken Road, being conveyed to East Kentucky Power Cooperative, Inc. from Lynn R. Stuedle and Ruth Ann Hodges, co-executors of the Estate of Mary F. Stuedle, by deed dated February 17, 2000, and recorded in Deed Book 380, Page 281, Shelby County Clerk's Office.
193. All that tract of land known as the Loretto Substation site and located approximately 6 miles Northwest of Lebanon on Highway 52, consisting of 0.516 acre, and being

- conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.
194. All that tract of land known as the Lotus Substation site and located on a paved road near Lotus, opposite the Lotus Warehouse, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
  195. All that tract of land known as the Low Gap Substation site and located on Kentucky Highway 2, Green, KY (Greenup Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Daniel and Jo Ann Brown, by deed dated April 19, 2000, and recorded in Deed Book 477, Page 359, Greenup County Clerk's Office.
  196. All that tract of land known as the Lyman B. Williams Substation site and located near U. S. Highway #62, about 3.5 miles East of Elizabethtown, consisting of 0.613 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph Paul and Linda C. Caldwell by deed dated December 14, 1995, and recorded in Deed Book 830, Page 540, Hardin County Court Clerk's Office.
  197. All that tract of land known as the Maggard Substation site and located approximately 8.2 miles North of Salyersville on Highway 7, East approximately 4.6 miles on Highway 1081, consisting of 0.727 acre, and being conveyed to East Kentucky RECC from Dud and Ruby Howard by deed dated December 26, 1963, and recorded in Deed Book 93, Page 10, Magoffin County Clerk's Office.
  198. All that tract of land known as the Magnolia Substation site and located in Larue County off New Highway 31E, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 547, Larue County Clerk's Office.
  199. All that tract of land known as the Magoffin County Switching Station site and located on the Northwest side of Meadows Road near Meadows Branch between Sublett and Royalton in Magoffin County, consisting of 1.267 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Una Howard by deed dated July 3, 1990, and recorded in Deed Book 139, Page 762, Magoffin County Clerk's Office.
  200. All that tract of land known as the Maplesville Substation site and located 4.3 miles Northeast of London on Kentucky Highway 638 in Laurel County, consisting of 4.278 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walter Maples, et al., by deed dated September 24, 1990, and recorded in Deed Book 382, Page 135, Laurel County Clerk's Office.
  201. All that tract of land known as the Maretburg Substation site and located at the Northwest corner of the Mt. Vernon Plastics, Inc. property, consisting of 1.08 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mt. Vernon Plastics Corp. by deed dated February 25, 1988, and recorded in Deed Book 133, Page 301, Rockcastle County Clerk's Office.

202. All that tract of land known as the Mariba Substation site located on Kendrick Ridge Road in Mariba, Kentucky, about 6.2 miles southeast of Frenchburg, Kentucky, consisting of 1.291 acres, and recorded in Deed Book 70, Page 64, Menifee County Clerk's Office.
203. All that tract of land known as the Marion County Substation site and located in the Marion County Industrial Foundation, Industrial Park Subdivision about 2.2 miles southwest of Lebanon, near Ky. Highway 208, consisting of 2.083 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Marion County Industrial Foundation, Inc. by deed dated February 15, 1995 and recorded in Deed Book 178, Page 683, Marion County Clerk's office.
204. All that tract of land known as the Martin County Substation site and located on the East side of Kentucky 40 near Johnson-Martin county line, consisting of 1.07 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas and Della Wilson by deed dated December 14, 1982, and recorded in Deed Book 92, Page 46, Martin County Clerk's Office.
205. All that tract of land known as the Maysville-Mason County Industrial Park Substation site and located on Lot #3 on Minor Subdivision Plat, consisting of 1.608 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Maysville-Mason County Industrial Development Authority by deed dated February 14, 1997, and recorded in Deed Book 268, Page 599, Mason County Clerk's Office.
206. All that tract of land known as the Maytown Substation site and located on the East side of Kentucky 1010, 0.3 mile Northeast of Kentucky 946 near Maytown, consisting of 1.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stephen M. Genedon, by deed dated September 21, 1981, and recorded in Deed Book 132, Page 774, Morgan County Clerk's Office.
207. All that tract of land known as the Mazie Substation site and located approximately 4.5 miles West of Martha, Ky., on Highway 32, consisting of 0.756 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 148, Page 46, Lawrence County Clerk's Office.
208. All that tract of land known as the McCreary County Substation site and located on the South side of Round Top Road, approximately 1.6 miles Southwest of Revelo, off Kentucky Highway 742 near Hickory Grove, consisting of 13.375 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tim and Patsy Cox by deed dated April 11, 1992, and recorded in Deed Book 123, Page 96, McCreary County Clerk's Office.
209. All that tract of land known as the McKee Substation site located at the East edge of McKee on Route 421, consisting of 1.41 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
210. All that tract of land known as the McKinney Corner Substation site and located on the Greensburg and Edmington Highway 68 in Greensburg, consisting of 0.99 acre, and

being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.

211. All that tract of land known as the Middle Creek Substation site and located 2 miles West of Prestonsburg, Ky., on Highway 114, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, Floyd County Clerk's Office.
212. All that tract of land known as the Mile Lane Substation site and located in Taylor County off of Mile Lane, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.
213. All that tract of land known as the Millers Creek Substation site and located approximately 9 miles Southeast of Irvine on Highway 52, consisting of 0.317 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
214. All that tract of land known as the Millersburg Substation site and located on the west side of Miller Station Road, about 1,728 feet north of the intersection of said road with Pleasant Springs Road, consisting of 2.645 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harold R. Letton and Eloise Letton Wiglesworth, by deed dated March 8, 1996, and record in Deed Book 93, Page 716, Nicholas County Clerk's Office.
215. All that tract of land known as the Milton Substation site and located approximately 2 miles South of Milton on Highway 1255, consisting of 0.917 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.
216. All that tract of land known as the Monticello Substation site and located 2 miles North of Monticello on Highway 90, consisting of 0.459 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 126, Page 44, Wayne County Court Clerk's Office.
217. All that tract of land known as the Mt. Olive Substation site and located approximately 6.7 miles South of Yosemite on Highway 70, consisting of 1.9 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.
218. All that tract of land known as the Mt. Sterling Substation site and located approximately 4 miles South of Mt. Sterling on Ky. 11, consisting of 0.98 acre, and being conveyed to East Kentucky RECC from Richard and Margaret Barnett by deed dated May 31, 1967, and recorded in Deed Book 121, Page 320, Montgomery County Clerk's Office.

219. All that tract of land known as the Mt. Washington Substation site and located 1.8 miles East of Mt. Washington, on the South side of Kentucky Highway 44, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
220. All that tract of land known as the Munfordville Substation site and located approximately 3 miles North of Munfordville on Highway 31W, consisting of 1.882 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 114, Page 15, Hart County Court Clerk's Office, and from Cecil and Luana Clauson by deed dated October 24, 1972, and recorded in Deed Book 123, Page 215, Hart County Clerk's Office.
221. All that tract of land known as the Munk Substation site and located approximately 9.8 miles Southwest of Walton on Highway 16, consisting of 1.687 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 35, Page 446, Gallatin County Clerk's Office.
222. All that tract of land known as the Murphysville Substation site and located East of Murphysville, Ky. on Highway 62, consisting of 22.35 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 567, Mason County Clerk's Office, and from Lowell T. and Flora Joann Mason by deed dated February 21, 1976, and recorded in Deed Book 196, Page 580, Mason County Clerk's Office.
223. All that tract of land known as the Nancy Substation site and located approximately 1 mile West of Nancy on Highway 96, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
224. All that tract of land known as the Nelson County Switching Station site and located .1 mile North of Kentucky 46, 0.8 mile Northeast of Nelsonville, Ky., consisting of 4.96 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Herbert Phelps, et al., by deed dated June 18, 1981, and recorded in Deed Book 233, Page 133, Nelson County Clerk's Office.
225. All that tract of land known as the Nelson Valley Substation site and located on the North side of Stylesville Road about two miles North of the city of Somerset, Kentucky, consisting of 1.676 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Gerald Brinson and Pam Brinson, husband and wife., by deed dated November 25, 2003, and recorded in Deed Book 730 at Page 500, Pulaski County Clerk's Office.
226. All that tract of land known as the New Castle Microwave Tower site and located at the intersection of New Castle and Smithfield Road in Henry County, consisting of 0.3 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated January 7, 1992, and recorded in Deed Book 170, Page 160, Henry County Clerk's Office.

227. All that tract of land known as the New Castle Substation site and located approximately 2 to 3 miles East of New Castle on Highway 573, consisting 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.
228. All that tract of land known as the New Liberty Substation site and located 3/4 mile East of New Liberty on U.S. 227, consisting of 0.18 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 113, Page 549, Owen County Clerk's Office.
229. All that tract of land known as the Newby Substation site and located on the outskirts of Newby on Maple Grove Road, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
230. All that tract of land known as the Newfoundland Substation site and located in the town of Newfoundland on Highway 7, consisting of 1.39 acres, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 52, Page 321, Elliott County Clerk's Office.
231. All that tract of land known as the Nicholasville Substation site and located 3 miles East of Nicholasville on Highway 169, consisting of 0.372 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 100, Page 66, Jessamine County Clerk's Office.
232. All that tract of land known as the Ninevah Substation site and located on the Southwest side of Highway 326, approximately 5 miles Northeast of Lawrenceburg, consisting of 1 acre, and being conveyed to East Kentucky RECC from Edgar Robinson, et al., by deed dated October 4, 1966, and recorded in Deed Book 64, Page 232, Anderson County Clerk's Office.
233. All that tract of land known as the North Corbin Substation site and located on the East side of Watch Road approximately 800 feet South of intersection of Kentucky 1629 and Watch Road, consisting of 1.315 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ernie Wells by deed dated July 23, 1979, and recorded in Deed Book 189, Page 690, Knox County Clerk's Office.
234. All that tract of land known as the North Floyd Substation site and located near Parlor Grove Road, approximately 2 miles east of Waynesburg, consisting of 1.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie Padgett and Darlene S. Padgett, his wife, by deed dated July 12, 2001, and recorded in Deed Book 317, Page 624, Lincoln County Clerk's Office.
235. All that tract of land known as the North Madison Substation site and located along Kentucky 1156, Jacks Creek Pike, approximately 8 miles northwest of Richmond, consisting of 1.30 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph Chasteen and Georgia M. Chasteen, his wife, by deed dated January 16, 2001, and recorded in Deed Book 524, Page 815, Madison County Clerk's Office.

236. All that tract of land known as the North Springfield Substation site and located near the Springfield and Willisburg Highway, consisting of 2.62 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.
237. All that tract of land known as the Norwood Substation site and located 1.4 miles North of the city limits of Somerset on U.S. 27, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Herbert A. Stykes, et al., by deed dated August 8, 1967, and recorded in Deed Book 277, Page 493, Pulaski County Clerk's Office.

A partial release of this property has been recorded and conveyed to Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, containing .082 acres and 0.106 acres by way of a Deed of Conveyance dated March 14, 2006 and of record in Deed Book 22, Page 351, Pulaski County Clerk's Office.

238. All that tract of land known as the Oak Hill Substation site and located on the Northeast side of Normans Lane approximately .2 mile Southeast of the Oak Hill Road near Somerset, consisting of 1.15 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James and Rose Hart by deed dated February 14, 1985, and recorded in Deed Book 437, Page 293, Pulaski County Clerk's Office.
239. All that tract of land known as the Oakdale Substation site and located approximately 16.3 miles East of Beattyville, Ky., on Highway 52, consisting of 0.43 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 118, Page 514, Breathitt County Clerk's Office.
240. All that tract of land known as the Oakley Noel Substation site and located at 1525 Elliston Road, Dry Ridge, KY (Grant Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Larry Dale and Peggy Jean Spillman, by deed dated January 5, 2000, and recorded in Deed Book 257, Page 453, Grant County Clerk's Office.
241. All that tract of land known as the Oneida Substation site and located East of Kentucky 11, approximately 0.6 mile North of intersection of Kentucky 11 and Kentucky 66 near Oneida, consisting of 1.37 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Preston and Ruby Baker by deed dated June 28, 1982, and recorded in Deed Book 173, Page 323, Clay County Clerk's Office.
242. All that tract of land known as the Oven Fork Substation site and located 12 miles Northeast of Cumberland, Ky., on Kentucky 119, consisting of 1.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lillian Raleigh by deed dated July 29, 1981, and recorded in Deed Book 258, Page 320, Letcher County Clerk's Office.
243. All that tract of land known as the Owen County Switching Station site and located 1 mile East of New Liberty, Ky., at intersection of Kentucky 36 and U.S. 227, consisting of 3.89 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from

- Bruce and Janet Fryman by deed dated November 16, 1981, and recorded in Deed Book 145, Page 80, Owen County Clerk's Office.
244. All that tract of land known as the P.P.G. Substation site and located near Menelaus Road North of Berea, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from PPG Industries, Inc. by deed dated May 18, 1989, and recorded in Deed Book 400, Page 199, Madison County Clerk's Office.
  245. All that tract of land known as the Pactolus Substation site and located 1 mile North of Grayson near Kentucky Highway 1959 and East of Hidden Hills Subdivision in Carter County, consisting of 1.722 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clayton and Faye Burnett by deed dated March 27, 1991, and recorded in Deed Book 208, Page 676, Carter County Clerk's Office.
  246. All that tract of land known as the Parkway Substation site and located within the Glasgow-Barren County Industrial Park in the southeast quadrant of the intersection between the Cumberland Parkway and U.S. Highway 31E, consisting of 1.35 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Glasgow/Barren County Industrial Development and Economic Authority, by deed dated May 29, 1987 and recorded in Deed Book 218 at page 28 in the Barren County Clerk's office.
  247. All that tract of land known as the Peasticks Substation site and located 3.8 miles east of Owingsville and on the west side of Peasticks Road about 0.7 mile south of the community of Peasticks in Bath County, Kentucky, consisting of 2.05 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walden and Dorothy Lee McCarty by deed dated October 28, 1994, and recorded in Deed Book 178, Page 53, Bath County Clerk's Office.
  248. All that tract of land known as the Pelfrey Substation site and located 2 miles East of Olive Hill on Highway 60, consisting of 1.04 acres, and being conveyed to East Kentucky RECC from Otto and Fern Smith by deed dated October 4, 1966, and recorded in Deed Book 135, Page 287, Carter County Clerk's Office.
  249. All that tract of land known as the Penn Substation site and located at Josephine, Ky., consisting of 0.918 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 108, Page 444, Scott County Clerk's Office.
  250. All that tract of land known as the Perryville Substation site and located 1/2 mile North of Perryville on Highway 68, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
  251. All that tract of land known as the Peytons Store Substation site and located approximately 0.3 mile North of Peytons Store, Ky., at junction of Highway 243E and 78, consisting of 0.53 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 260, Casey County Clerk's Office.



252. All that tract of land known as the Phil Substation site and located near Phil, Ky., on U.S. 127 consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
253. All that tract of land known as the Pine Grove Substation Site and located approximately 4 miles south of London, Kentucky, on Maple Grove Road, consisting of 1.919 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Charles E. Vires and Jewell Vires, by Deed dated July 14, 1995, and recorded in Deed Book 447, Page 598, Laurel County Clerk's Office.
254. All that tract of land known as the Pine Knot Substation site and located 1 mile Northeast of Pine Knot on the North side of Kentucky 92, consisting of 1.38 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Cecil and Ittylene Trammell by deed dated September 10, 1980, and recorded in Deed Book 92, Page 50, McCreary County Clerk's Office.
255. All that tract of land known as the Pine Mountain Substation site and located on North side of Kentucky 221 East of Bledsoe, consisting of 0.66 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Riley Lee Osborne by deed dated February 8, 1983, and recorded in Deed Book 254, Page 654, Harlan County Clerk's Office.
256. All that tract of land known as the Pleasant Grove Substation site and located on the Raymond Road, 161 feet North of Kentucky Highway 44, consisting of 1.78 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
257. All that tract of land known as the Plumville Switching Station site and located 2,000 feet Northeast of intersection with Kentucky 1449, 2 miles Northwest of Orangeburg, consisting of 4.61 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stanley and Alma Lyons by deed dated December 16, 1974, and recorded in Deed Book 194, Page 20, Mason County Clerk's Office.
258. All that tract of land known as the Powell Switching Station site and located on Hall's Lane in Stanton, Ky., opposite high school, consisting of 7.15 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lennie Tharpe, et al., by deed dated September 18, 1980, and recorded in Deed Book 85, Page 17, Powell County Clerk's Office.
259. All that tract of land known as the Pulaski County 161 KV line and located at Pulaski County and North of the Town of Science Hill, Kentucky, consisting of 11.0318 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Carson Sizemore and Carol Sizemore, husband and wife by deed dated July 24, 2002, and recorded in Deed Book 699, Page 631, Pulaski County Clerk's Office.

260. All that Tract of land known as the Pulaski County Switching Station site and located in located in Pulaski County, Kentucky, lying and being near Todd Road and Route 27, consisting 2.089 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Bengé and Leda Bengé, his wife, by deed dated December 27, 2001, and recorded in Deed Book 703, Page 385, Pulaski County Clerk's office.
261. All that tract of land known as the Radcliff Substation site and located near the Red Hill Road and Clyde Road, consisting of 1.37 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Hardin County Clerk's Office.
262. All that tract of land known as the Rectorville Substation site and located on the Owl Hollow Road, consisting of 1.457 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Eunice Weaver by deed dated November 22, 1976, and recorded in Deed Book 198, Page 585, Mason County Clerk's Office.
263. All that tract of land known as the Redbush Substation site and located 3 miles North of Redbush on Highway 459, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
264. All that tract of land known as the Reid Village Substation site and located on the south side of U.S. Highway 60, about 2.53 miles west of Mt. Sterling and adjoining the west side of Hillcrest Subdivision in Reid Village, being conveyed to East Kentucky Power Cooperative, Inc. from Mitchell H. Potter and Glenna A. Potter, his wife, by deed dated May 20, 1998, and recorded in Deed Book 231, Page 479, Montgomery County Clerk's Office.
265. All that tract of land known as the Renaker Microwave Tower site and located in Harrison County, and being conveyed to East Kentucky RECC from Smith and Katherine McNeés by easement dated March 9, 1973, and recorded in Deed Book 145, Page 519, Harrison County Clerk's Office.
266. All that tract of land known as the Renaker Switching Station site and located 7 miles Northeast of Cynthiana on Kentucky 36, consisting of 6.85 acres, and being conveyed to East Kentucky RECC from Charles and Clarice Parsons by deed dated January 25, 1963, and recorded in Deed Book 124, Page 348, Harrison County Court Clerk's Office, and from Harrison RECC, by deed dated April 1, 1955, and recorded in Deed Book 119, Page 621, Harrison County Court Clerk's Office, and from Ray and Mildred Fookes by deed dated November 6, 1954, and recorded in Deed Book 117, Page 398, Harrison County Clerk's Office.
267. All that tract of land known as the Rice Station Substation site and located East of Rice Station on Highway 52, consisting of 0.36 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
268. All that tract of land known as the Richardson Distribution Substation Site and located approximately 0.25 miles northwest of Kentucky Highway 17 on the west side of Far

Hills Drive, consisting of 3.0536 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by James K. Gerwe and Kimberly Hassett, by Deed dated July 24, 1995, and recorded in Deed Book 403, Page 98, Kenton County Clerk's Office.

269. All that tract of land known as the Rineyville Substation site and located in Hardin County, Kentucky, consisting of 2.828 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Francis M. Raine Sr. and June T. Raine, husband and wife, by deed dated December 18, 2003, and recorded in Deed Book 1100 at Page 480, Hardin County Clerk's Office.
270. All that tract of land known as the Rockhold Substation site and located near Rockhold, consisting of 0.97 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
271. All that tract of land known as the Rowan County Transmission Station site and located between Kentucky Highway #32 and Cristy Creek, about 2.5 miles East of Morehead, Ky., and being conveyed to East Kentucky Power Cooperative, Inc. from Ronald Tucker and Lyda S. Carter by deed dated January 2, 1996, and recorded in Deed Book 174, Page 112, Rowan County Clerk's Office.
272. All that tract of land known as the Russell County Switching Station site and located on the West side of the Sewellton Road at the intersection of Sewellton and Sawmill Road in Russell County, consisting of 7.58 acres, and being a portion of the property conveyed to East Kentucky Power Cooperative, Inc. from Cramer Mullis, et al, by and through Terril Flanagan, Master Commissioner of the Russell Circuit Court, by deed dated December 12, 1985 and recorded in Deed Book 103, Page 330, Russell County Court Clerk's Office. A description of the property retained by East Kentucky Power Cooperative, Inc. is contained in that deed dated April 11, 1986 from East Kentucky Power Cooperative, Inc. to Jim Edward Hadley, et ux and recorded in Deed Book 104, Page 371, Russell County Clerk's Office.
273. All that tract of land known as the Russell Springs Substation site and located at the Northwest city limits of Russell Springs on Highway 80, consisting of 0.69 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated December 17, 1965, and recorded in Deed Book 52, Page 76, Russell County Clerk's Office.
274. All that tract of land known as the Russell Springs Substation site and located approximately 358 feet off of Kentucky Highway # 80 in the community of Russell Spring, consisting of 0.69 acre tract, and conveyed to East Kentucky Power Cooperative, Inc. from South Kentucky R.E.C.C., by deed dated September 5, 2002, and recorded in Deed Book 208, Page 614, Russell County Clerk's office.
275. All that tract of land known as the Salem Substation site and located along Old Sano Road, in the community of Russell Springs, consisting of 0.119 acre, and conveyed to East Kentucky Power Cooperative, Inc. from Sam J. Tarter, a single man, by deed dated September 6, 2002, and recorded in Deed Book 207, Page 479, Russell County Clerk's office.

276. All that tract of land known as the Salem Substation site and located near Salem, Kentucky, consisting of 1.695 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Garfield Gosser and Alma Gosser, his wife, by deed dated January 17, 1997, and recorded in Deed Book 159, Page 608, Russell County Clerk's office.
277. All that tract of land known as the Salt Lick Substation site and located on Lick Ford School Road, approximately 1 mile South of State Highway 7, consisting of 0.25 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, Floyd County Clerk's Office.
278. All that tract of land known as the Salt Well Road Switching Station site and located 0.06 mile North of headquarters on Salt Well Road, consisting of 2.11 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Northern Financial & Guaranty Co., Ltd., by deed dated March 12, 1981, and recorded in Deed Book 74, Page 39, Nicholas County Clerk's Office.
279. All that tract of land known as the Sand Gap Substation site located near the intersection of Gravel Lick Road and Jack Thomas Road, consisting of 6.636 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dennis Slone by deed dated June 7, 2001, and recorded in Deed Book 162, Page 209, Jackson County Clerk's Office.
280. All that trace of land known as the Sandy Hook Substation site located in Sandy Hook, Kentucky, on the waters of the Little Sandy River consisting of 2.283 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Kelly T. Mobley, et ux, by deed dated August 25, 1993, and recorded in Deed Book 82, Page 653, Elliott County Clerk's Office.
281. All that tract of land known as the Sewellton Junction Switching Station site and located about 4 miles Northwest from Russell Springs on Highway 1729, consisting of 1.53 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Oscar and Pearl Shaw, et al., by deed dated January 23, 1980, and recorded in Deed Book 85, Page 154, Russell County Clerk's Office.
282. All that tract of land known as the Sewellton Substation site and located 15 miles South of Russell Springs on Highway 432, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 57, Page 423, Russell County Clerk's Office.
283. All that tract of land known as the Seymour Substation site, consisting of 4.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Douglas R. and Pamela Branstetter by deed dated July 5, 1978, and recorded in Deed Book 140, Page 764, Hart County Clerk's Office.
284. All that tract of land known as the Sharkey Substation site, consisting of 3.037 acres and located on the east side of Ky. Highway 801 about one mile north of Interstate

- Highway I-64 interchange, and being conveyed to East Kentucky Power Cooperative, Inc. from MMRC Regional Industrial Development Authority, Inc. by deed dated April 14, 2000, and recorded in Deed Book 194, Page 627, Rowan County Clerk's Office.
285. All that tract of land known as the Shelby City Substation site and located 1/2 mile South of Highway 35 and Ky. 300, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
286. All that tract of land known as the Shelby County Switching Station site and located on the Brunerstown Road, .36 mile from Joyes Station Road intersection, consisting of 4.994 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy F. and Lillian Neel by deed dated April 26, 1990, and recorded in Deed Book 263, Page 146, Shelby County Clerk's Office.
287. All that tract of land known as the Shepherdsville Substation site and located on the East side of Kentucky Highway 61, about 3 miles South of Shepherdsville, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
288. All that tract of land known as the Shopville Substation site and located approximately 8.8 miles Northeast of Somerset on Highway 80, consisting of 1.34 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
289. All that tract of land known as the Sideview Substation site and located near junction of Bourbon and Montgomery counties, consisting of 1.12 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.
290. All that tract of land known as the Sinai Substation site and located approximately 1 1/2 miles West of Sinai on Highway 62, consisting of 1.576 acres, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 68, Page 69, Anderson County Clerk's Office.
291. All that tract of land known as the Skaggs Switching Station site and located approximately 4 miles West of Martha on Highway 469, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Martin Earl Skaggs, et al., by deed dated July 5, 1963, and recorded in Deed Book 136, Page 281, Lawrence County Clerk's Office.
292. All that tract of land known as the Slat Substation site and located approximately one mile southwest of the city limits of Monticello, on the north side and adjacent to West Ky. Highway #90, being conveyed to East Kentucky Power Cooperative, Inc. from Donald R. Richardson and Hilda F. Richardson by deed dated October 23, 1997, and recorded in Deed Book 260, Page 302, Wayne County Clerk's Office.

293. All that tract of land known as the Smithersville Substation site and located East of Kentucky 447 and South of the Mt. Zion Church Road intersection approximately 3.25 miles North of Elizabethtown, consisting of 1.086 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Jane Wilkerson by deed dated May 23, 1979, and recorded in Deed Book 372, Page 187, and 1.0 acre from C. W. Dixon and Dorothy Dixon and Ann Logan Dutschke and Kenneth Dutschke, her husband by deed dated November 20, 1997, and recorded in Deed Book 890, page 382, Hardin County Clerk's Office.
294. All that tract of land known as the Smith Station Pipeline Property located in Clark County, Kentucky, along Bybee Road, consisting of 0.460 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph L. Ballard and Evelyn T. Ballard, his wife, by Deed dated November 28, 2001, and recorded in Deed Book 386, Page 363, Clark County Clerk's Office.
295. All that tract of land known as the Somerset Substation site and located North side of Kentucky 1642, 1.75 miles East of junction U.S. 27 and Kentucky 1642, consisting of 2.257 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed date January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office, and from Claude and Sallie Brown by deed dated June 16, 1964, and recorded in Deed Book 256, Page 538, Pulaski County Clerk's Office, and to East Kentucky Power Cooperative, Inc. from David Parker Durham, et al., by deed dated July 10, 1979, and recorded in Deed Book 394, Page 311, Pulaski County Clerk's Office.
296. All that tract of land known as the South Albany Substation site and located on the South side of Harper Lane, approximately 1,200 feet West of its intersection with Highway 127, consisting of 1.38 acres, and being conveyed to East Kentucky RECC from Balos Hickman by deed dated February 27, 1973, and recorded in Deed Book 54, Page 488, Clinton County Clerk's Office.
297. All that tract of land known as the South Corbin Substation site and located 2 miles South of Corbin, consisting of 2.189 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from A.B. and Barbara Middleton by deed dated March 16, 1977, and recorded in Deed Book 266, Page 201, Whitley County Clerk's Office.
298. All that tract of land known as the South Elkhorn Substation site and located near South Elkhorn and Keene Pike, consisting of 2.046 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. Johnson, et al., by deed dated January 19, 1996, and recorded in Deed Book 347, Page 241, Jessamine County Clerk's Office.
299. All that tract of land known as the South Floyd Substation site and located on the south side of West Todd Road between Kentucky Highway 1247 to the west and U.S. Highway 27 to the east, consisting of 1.291 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Benge and Leda Benge by deed dated June 24, 1997, and recorded in Deed Book 601, Page 124, Pulaski County Clerk's office.

300. All that tract of land known as the South Fork Substation site and located 4 miles South of Booneville on Highway 11, consisting of 0.333 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 29, Page 250, Owsley County Clerk's Office.
301. All that tract of land known as the South Jessamine Substation site and located near Nicholasville, being conveyed to East Kentucky Power Cooperative, Inc. from Mitsy Pine and Anthony M. Pine, her husband, by deed dated October 7, 1999, and recorded in Deed Book 418, Page 316, Jessamine County Clerk's Office.
302. All that tract of land known as the South Oak Hill Substation site and located on the North side of Ferry Road about 1.13 miles west of Kentucky Highway 1577, approximately 2.7 miles southwest of Oak Hill, being conveyed to East Kentucky RECC from Gary R. Barker and Judy G. Barker, his wife, by deed dated September 4, 1998, and recorded in Deed Book 626, Page 463, Pulaski County Clerk's Office.
303. All that tract of land known as the South Springfield Substation site and located on the East side of St. Rose and Lebanon Highway, consisting of 1.054 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.
304. All that tract of land known as the Southville Substation site and located approximately 8.2 miles South of Shelbyville on Highway 53, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
305. All that tract of land known as the Spurlock/Stuart Zimmer and located in Mason County, Kentucky, consisting of 93 acres, 3 roods and 51 poles, and being conveyed to East Kentucky Power Cooperative, Inc. from Ruth G. Rosser, single c/o Maysville Extended Care Facility by deed dated December 10, 2003, and recorded in Deed Book 301 at Page 256, Mason County Clerk's Office.
306. All that tract of land known as the Stanton Microwave Tower site and located in Powell County, and being conveyed to East Kentucky RECC from Robert Horn, et al., by easement dated August 4, 1955, and recorded in Deed Book 45, Page 515, Powell County Court Clerk's Office, and from Green N. and Louise Huff Abner by easement dated August 4, 1955, and recorded in Deed Book 56, Page 106, Powell County Clerk's Office.
307. All that tract of land known as the Stanton Substation site and located approximately 1 mile West of Stanton on Highway 15, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 58, Page 208, Powell County Clerk's Office.
308. All that tract of land known as the Stephensburg Substation site and located on the East side of U.S. 62 near Stephensburg, consisting of 0.46 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.

309. All that tract of land known as the Sublett Substation site and located approximately 15 miles North of Royalton on Highway 7, consisting of 0.688 acre, and being conveyed to East Kentucky RECC from Skid and Eliza Montgomery by deed dated December 26, 1963, and recorded in Deed Book 93, Page 26, Magoffin County Clerk's Office.
310. All that tract of land known as the Sublett Substation site 2 and located on the Northwest side of Meadows Road, near Meadows Branch, between Sublett and Royalton, consisting of 1.267 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Una Howard by deed dated July 3, 1990, and recorded in Deed Book 139, Page 762, Magoffin County Clerk's Office.
311. All that tract of land known as the Sulphur Creek Substation site and located 2.5 miles West of Raywick at junction of Highway 84 and 457, consisting of 0.86 acre, and being conveyed to East Kentucky RECC from Bernard and Imogene Clark by deed dated November 24, 1965, and recorded in Deed Book 153, Page 478, Nelson County Clerk's Office, and from Inter-County RECC by deed dated December 14, 1965, and recorded in Deed Book 153, Page 558, Nelson County Clerk's Office.
312. All that tract of land known as the Summersshade Switching Station site and located approximately 1 mile East of Summersshade on Route 90, consisting of 4.419 acres, and being conveyed to East Kentucky RECC from C.P. and Lou Mae Simpson by deed dated July 16, 1974, and recorded in Deed Book 60, Page 345, Metcalfe County Clerk's Office, and from C.P. Simpson, et al., by deed dated September 9, 1952, and recorded in Deed Book 45, Page 93, Metcalfe County Clerk's Office.
313. All that tract of land known as the Summersville Substation site and located near the Lexington Road, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
314. All that tract of land known as the Taylorsville Substation site and located off Highway 44 about 1 mile West of Taylorsville, consisting of 0.796 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 68, Page 546, Spencer County Clerk's Office.
315. All that tract of land known as the Temple Hill Substation site and located approximately 1/10 mile North of Temple Hill, Ky., on Highway 63, consisting of 1.09 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
316. All that tract of land known as the Tharp Substation site and located North of Kentucky Highway 1357, approximately 1.2 miles West of intersection of Kentucky Highway 31 near Elizabethtown, consisting of 1.531 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Artie Stark by deed dated July 9, 1976, and recorded in Deed Book 294, Page 60, Hardin County Clerk's Office.



317. All that tract of land known as the Thelma Substation site and located 4.2 miles East of Paintsville on Highway 1270, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
318. All that tract of land known as the Three Forks Substation site and located 5.5 miles North of Richmond on Three Forks Road in Madison County, consisting of 5.635 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tom C. and Darlene B. Harper by deed dated June 5, 1991, and recorded in Deed Book 415, Page 779, Madison County Court Clerk's Office.
319. All that tract of land known as the Three Links Junction Switching Station site and located West of Lambert and U.S. 25 intersection, consisting of 0.963 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from J.H. and Lena Rucker by deed dated October 18, 1979, and recorded in Deed Book 111, Page 449, Rockcastle County Court Clerk's Office.
320. All that tract of land known as the Three Links Substation site and located approximately 18.5 miles from Richmond on Highway 421, then South on gravel road at Morrill for approximately 5.3 miles, consisting of 0.8 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
321. All that tract of land known as the Three-M Substation site and located 1.14 miles south of the Cynthiana, Harrison County Courthouse near New Lair Road, consisting of 1.535 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harrison Rural Electric Cooperative Corporation by deed dated May 15, 1992, and recorded in Deed Book 192, Page 641, Harrison County Clerk's Office.
322. All that tract of land known as the Trapp Substation site and located near Irvine Road (Kentucky Highway 89), consisting of 1.00 acres, and conveyed to East Kentucky Power Cooperative, Inc. from William C. Wells and Linda K. Wells by deed dated October 11, 1996, and recorded in Deed Book 339, Page 330, Clark County Court Clerk's Office.
323. All that tract of land known as the Treehaven Substation site and located on Gawthrop Drive, Winchester, KY (Clark Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Floyd's Landing, Inc., by deed dated April 6, 2000, and recorded in Deed Book 371, Page 328, Clark County Clerk's Office.
324. All that tract of land known as the Tunnell Hill Substation site and located on Tunnell Hill Road, consisting of 1.865 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Court Clerk's Office.
325. All that tract of land known as the Turkey Foot Substation site and located 1.5 miles East of Devon on North side of Richardson Road at intersection of Thomas Lane, consisting of 1.432 acres, and being conveyed to East Kentucky RECC from Lillie

- Riley and Votel Contractors, Inc. by deed dated June 30, 1966, and recorded in Deed Book 144, Page 615, Kenton County Clerk's Office.
326. All that tract of land known as the Tyner Microwave Tower site and located in Jackson County, and being conveyed to East Kentucky RECC from Charlie and Elsie Forman by easement dated May 5, 1967, and recorded in Deed Book 72, Page 418, Jackson County Court Clerk's Office.
327. All that tract of land known as the Tyner Substation site and located at junction of Highway 30 and 21, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and being recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
328. All that tract of land known as the Tyner Switching Station site and located on the South side of Kentucky 30, approximately 1/2 mile West of junction of U.S. 421 and Kentucky 30, consisting of 3.39 acres, and being conveyed to East Kentucky RECC from J.W. and Lillie Metcalf, et al., by deed dated January 30, 1963, and recorded in Deed Book 68, Page 61, Jackson County Clerk's Office.
329. All that tract of land known as the Union City Substation site and located on the south side of Kentucky Highway 1986 (Union City Road), approximately four (4) miles east of Richmond, consisting of 2.417 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union City Farms by deed dated October 24, 2001, and recorded in Deed Book 535, Page 297, Madison County Clerk's Office.
330. All that tract of land known as the Upton Substation site and located near Millerstown, consisting of 1.153 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 542, Hardin County Clerk's Office.
331. All that tract of land known as the Van Arsdell Substation site and located 10 miles from Harrodsburg on Highway 35, then 1 mile on Van Arsdell Road, consisting of 0.929 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 163, Page 464, Mercer County Clerk's Office.
332. All that tract of land known as the Van Meter Substation site and located on South side of Van Meter Road approximately 1,200 feet East of the intersection of Clintonville Rod and Van Meter Road, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James B. and Nancy M. Graves, et al., by deed dated January 30, 1976, and recorded in Deed Book 227, Page 682, Clark County Clerk's Office.
333. All that tract of land known as the Vertrees Substation site and located on a county road, consisting of 1.27 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.

334. All that tract of land known as the Vine Grove Substation site and located on Rogersville Vine Grove Road, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
335. All that tract of land known as the Volga Substation site and located 4.5 miles North of intersection of U.S. 60 and Kentucky 172, on West side of Kentucky 172, on East side of Mud Licks Creek, consisting of 2.095 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Everett and Sallie LeMaster, et al., by deed dated May 14, 1979, and recorded in Deed Book 157, Page 55, Johnson County Clerk's Office.
336. All that tract of land known as the W.R. Smoot Substation site and located 2.26 miles North of Pleasant Valley Road on Highway 42/127 in Boone County, consisting of 22.695 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Richard K. and Doris Fedders by deed dated March 1, 1991, and recorded in Deed Book 448, Page 45, Boone County Clerk's Office.
337. All that tract of land known as the Walnut Grove Substation Site and located approximately 13 miles north of Somerset, Kentucky, on the waters of Brushy Creek and being near Smith Hollow Road, just south of the area known as Walnut Grove, Pulaski County, Kentucky, consisting of 2.755 deed to East Kentucky Power Cooperative, Inc. from L. L. Bumgardner and Byrlene Bumgardner by Deed dated July 14, 1995, and recorded in Deed Book 569, Page 323, Pulaski County Clerk's Office.
338. All that tract of land known as the Walnut Hill Switching Station site and located at intersection of Walnut Hill-Chilesburg Road and Athens-Boonesboro Road approximately 2.1 miles Northwest of Lexington, consisting of 0.99 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Haden and Barbara J. Dickerson by deed dated January 21, 1982, and recorded in Deed Book 1288, Page 264, Fayette County Clerk's Office.
339. All that tract of land known as the Warnock Substation site and located approximately 1/2 mile West of Greenbo Lake State Park on Hoods Run Branch Road, South of road, consisting of 1.217 acres, and being conveyed to East Kentucky RECC from Warren K. Wright by deed dated October 3, 1966, and recorded in Deed Book 217, Page 393, Greenup County Clerk's Office.
340. All that tract of land known as the Watergap Substation site and located on the Mutton Fork of Bull Creek, 1.8 miles Southeast of Prestonsburg, consisting 1.49 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charles D. and Martha Johnson, et al., by deed dated September 25, 1987, and recorded in Deed Book 313, Page 453, Floyd County Clerk's Office.
341. All that tract of land known as the Wayne County Switching and Station site located 1.75 miles North of Highway 90, consisting of 2.124 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Willis R. and Katherine R. Buck by deed dated December 14, 1978, and recorded in Deed Book 169, Page 385, Wayne County Court Clerk's Office.

342. All that tract of land known as the West Bardstown Substation site and located 3.5 miles Northwest of Bardstown on Highway 245, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.
343. All that tract of land known as the West Berea Switching Station site and located on Kentucky 595, consisting of 1.323 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lewis and Pauline Calico by deed dated April 20, 1979, and recorded in Deed Book 405, Page 284, Madison County Clerk's Office.
344. All that tract of land known as the West Columbia Substation Site and located approximately 3.6 miles south of Columbia, Kentucky, near Kentucky Highway #61 and C. Curry Road, consisting of 1.492 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Lynn McLean and Jean D. McLean by Deed dated July 12, 1995, and recorded in Deed Book 208, Page 344, Adair County Clerk's Office.
345. All that tract of land known as the West Glasgow Substation site and located on the east side of Donnelley Drive, approximately 2 miles west of Glasgow, being conveyed to East Kentucky Power Cooperative, Inc. from David W. Bailey, et al, by deed dated January 27, 1998, and recorded in Deed Book 238, Page 265, Barren County Clerk's Office.
346. All that tract of land known as the West Liberty Microwave Tower site and located in Morgan County on Kentucky 172 and on top of the hill between West Liberty and Lenox, and being conveyed to East Kentucky RECC from Joe D. and Martha Stacy by deed dated October 9, 1967, and recorded in Deed Book 104, Page 149, Morgan County Court Clerk's Office.
347. All that tract of land known as the West Liberty Substation site and located approximately 4.5 miles Northeast of West Liberty on Highway 1161 approximately 1 mile East of junction of highways 7 and 1161, consisting of 1.01 acres, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 105, Page 175, Morgan County Clerk's Office.
348. All that tract of land known as the West London Substation site and located approximately 1.5 miles southwest of London on Kentucky 192, consisting of 1.012 acres, and being conveyed to East Kentucky RECC from James B. Thompson by deed dated August 13, 1968, and recorded in Deed Book 189, Page 568, Laurel County Clerk's Office.
349. All that tract of land known as the West Mt. Washington Substation site and located 1.5 miles Southwest of Mt. Washington and adjacent to Old Mill Manor Subdivision, consisting of 1.69 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas R. and Vernesa Lynn Jasper, et al., by deed dated October 10, 1980, and recorded in Deed Book 240, Page 614, Bullitt County Court Clerk's Office.
350. All that tract of land known as the West Nicholasville Substation site and located 2,200 feet West of Kentucky 169, 700 feet inside Northeastern city limits of Nicholasville,

- consisting of 1.008 acres, and being conveyed to East Kentucky RECC from Philips Industries, Inc. by deed dated July 27, 1973, and recorded in Deed Book 124, Page 231, Jessamine County Clerk's Office.
351. All that tract of land known as the West Somerset Substation site located about 3.5 miles southwest of the City of Somerset on Patterson Branch Road near Lake Cumberland in Pulaski County consisting of 2.200 acres and being conveyed to East Kentucky Power Cooperative, Inc. from George C. Thurman, et ux, by deed dated November 12, 1993, and recorded in Deed Book 541, page 278, Pulaski County Clerk's Office.
352. All that tract of land known as the Whitley City Substation site and located 1 mile Southeast of Whitley City off Highway 37, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 64, Page 35, McCreary County Clerk's Office.
353. All that tract of land known as the William Smith Substation site and located on the East side of Mineola Pike, approximately 1.4 miles Northeast of Kentucky Highway 236, consisting of 3.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union Light, Heat & Power Co., by deed dated August 28, 1984, and recorded in Deed Book 324, Page 270, Boone County Clerk's Office.
354. All that tract of land known as the Williamstown Substation site and located 2 miles West of Williamstown Farm Road, consisting of 1.136 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 109, Page 229, Grant County Clerk's Office.
355. All that tract of land known as the Windsor Substation site and located on outskirts of Windsor on Highway 80, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.
356. All that tract of land known as the Woosley Substation site and located 1 mile Southeast of Boston, Ky., about 1.25 miles South of junction of Highways 62 and 733, consisting of 1.481 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Raymond and Dimple Woosley by deed dated March 15, 1979, and recorded in Deed Book 221, Page 116, Nelson County Clerk's Office.
357. All that tract of land known as the Wyoming Substation site and located on Johnson's Ford Road about 8 miles from Owingsville, Kentucky consisting of approximately .029 acre and being conveyed to East Kentucky Rural Electric Cooperative Corporation by deed from Fleming-Mason RECC, said deed being recorded in Deed Book 128, Page 815, Bath County Clerk's office.
358. All that tract of land known as the Zachariah Substation site and located on Highway 11 at Zachariah, consisting of 0.66 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 65, Page 55, Wolfe County Clerk's Office.

359. All that tract of land known as the Zion Ridge Microwave site and located off of Negro Hill Road 1.1 miles west of its intersection with Kentucky Highway #784, consisting of 0.037 acre and being conveyed to East Kentucky Power Cooperative, Inc. from W. L. Everman, et al, by deed dated June 8, 1993, and recorded in Deed Book 414, Page 641, Greenup County Clerk's Office.
360. All that tract of land known as the Zollicoffer Substation site and located at Pulaski County and being near Nancy, Kentucky, on Highway #235, consisting of 2.051 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Kathleen Spencer, single by deed dated October 8, 2003, and recorded in Deed Book 725 at page 101, Pulaski County Clerk's Office.
361. All that tract of land known as the Zula Substation site and located at Wait, Ky., on Highway 90, consisting of 1.75 acres, and being conveyed to East Kentucky RECC from Roy and Lucille Burris by deed dated June 8, 1966, and recorded in Deed Book 121, Page 194, Wayne County Clerk's Office.
362. All the tracts of property comprising the site of the Cooper Power Station as follows:

Tract C-1

Parcel 1 – A certain parcel of land lying and being in Pulaski County, Kentucky on the waters of Pitman Creek and bounded and described as follows, to wit:

Beginning on the east side of Smith Ferry Road at the corner of a tract of land sold to William Loveless; thence east with said Loveless line 1700 feet more or less to a point in the Heath line; thence north with the said Heath line 558 feet with the first described line 1700 feet more or less to the east side of Smith's Ferry Road 558 feet, more or less to the beginning corner and containing 21 acres more or less. It is understood that the East Kentucky Rural Electric Cooperative has an easement across this property for transmission lines, and this deed is made subject to said easement.

Parcel 2 – Tract 1 – A certain tract or parcel of land in Pulaski County, Kentucky, on the east side of Jacksboro Road, and bounded as follows, to wit:

Beginning on a white oak and cedar, William Wait's and James Heath's corner; thence due S 35-1/3 poles to a stone; thence S 56 W 25-1/3 poles to a stone; thence due north 25-1/3 poles to a stone; thence N 56 E 25-1/3 poles to the beginning, containing four (4) acres.

Tract II – A certain tract of eleven (11) acres, more or less, of land located and being in Pulaski County, Kentucky, on the waters of Cumberland River and described s follows, to wit: Beginning on a small walntu (sic) tree on east side of Smith Ferry Road at Cy Loveless corner; thence eastward with old line; 1263 feet more or less to a cedar tree, corner of Flynn yard; thence northeast with old survey line 420 feet more or less to a cedar tree, corner Jones, Heath garden; thence N 250 feet to stake; thence W 1683 feet more or less to a rock at Smith Ferry Road; thence S 400 feet to the beginning. Except a small parcel heretofore sold, and at one time belonging to Homer Losey. In said deed a right of way is reserved and second parties to have said right of way.

Tract III – A certain tract or parcel of land lying and being in Pulaski County, Kentucky, and more particularly described as follows:

Beginning at the Jacksboro Road at a stone running NE following the Barneum line 18 poles 17 feet to a walnut tree and a stone, running from the walnut tree and a stone due S 22 poles 31 feet to a stone at McMullin's line, running from the stone following the McMullin line SW 18 poles 17 feet to a walnut tree following the Jacksboro Road 22 poles 31 feet back to the beginning, corner at a stone, containing 1-1/2 acres, more or less. Said property being in Cedar Creek.

Being the same property conveyed from Charles R. Cox and Hazel A. Cox, his wife, to East Kentucky Power Cooperative, Inc., by Deed dated May 15, 1975, and recorded in Deed Book 353, Page 662, Pulaski County Clerk's Office.

Tract C-2

Beginning at a stake on the north side of the Minton Road line; thence a northerly direction a distance of 150 feet to a stake; thence an easterly direction 100 feet to a stake; thence in a southerly direction 150 feet to a stake, Minton's road, this line being parallel to the first call; thence from said stake with the Minton Road line a distance of 100 feet to a stake to the beginning.

Being the same property conveyed from Raymond Bell, et ux, to East Kentucky Power Cooperative, Inc., by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 251, Pulaski County Clerk's Office.

Tract C-3

Beginning at an elm at old Military Road from Somerset to Burnside, Kentucky; thence S 86 E 1100 feet to a stone, about 30 feet south of the barn; thence S 88 E 1541 feet to a stone in Smith's line; thence N 36 E 870 feet with Smith's line to a hickory on the Jacksboro Road; thence with the meanders of the said road, N 3 E 957 feet; N 5 W 544 feet to a stake in the branch; Carr's corner; thence N 83 W 2125 feet to a walnut and cedar; thence N 7 E 625 feet to a post oak and stone, Gover's corner; thence S 71 W 687 feet to the Military Road; thence with said road due south 443 feet; S 4-1/2 E 700 feet; S 16-1/2 W 1055 feet; S 59 W 200 feet to the beginning, containing 145 acres, more or less, with the exception of five (5) acres, more or less, which was sold off this tract heretofore.

There is excepted therefrom, the following property which is the subject of a Contract for the Sale of Real Estate, recorded in Contract Book 5, Page 265, to William C. Jones, et ux, and being described as follows:

A certain tract or parcel of land, lying and being in Pulaski County, Kentucky, off Kentucky #1247, described as follows:

BEGINNING on an iron pin in the north right of way line to the Southern Railroad spur line to Cooper Power Plant, the southwest corner to the property herein described;

thence N 18°14' E 88.5 feet to an iron pin; thence N 29°12' E 266.2 feet to an iron pin and a fence corner; thence with the fence S 62°11' E 125.8 feet to an iron pin; thence S 18°00' W 239.5 feet to an iron pin; thence N 75°40' W 26.3 feet to an iron pin; thence S 17°57' W 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Correll Properties, Inc. to East Kentucky Power Cooperative, Inc., by Deed dated April 24, 1975, and recorded in Deed Book 353, Page 343, Pulaski County Clerk's Office.

Tract C-4

Beginning at a stone on the South side of the Minton Road, corner to Henry Hamm; thence a southeastwardly direction with Hamm's line 587 feet to a stone, corner to Henry Hamm and J. B. Carr; thence northeastwardly with J. B. Carr's line 487 feet to a stone at the Minton Road; thence westwardly with the Minton Road 1,080 feet to the beginning, being a triangular shaped tract, consisting of 3 ½ acres more or less.

Being the same property conveyed from Ruby Hall, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated June 23, 1975, and recorded in Deed Book 354, Page 643, Pulaski County Clerk's Office.

Tract C-5

Beginning on a stake on the west side of the Minton Road; thence North West 210 feet to a stake near a hickory; thence West 210 feet to a stake; thence South East 210 feet to a stake; thence East 210 feet to a stake the beginning corner. Contains one acre.

Being the same property conveyed from Fred Haynes, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 28, 1975, and recorded in Deed Book 354, Page 366, Pulaski County Clerk's Office.

Tract C-6

Beginning at a stone at the intersection of Smith Ferry Road and a branch; thence N 48°57 min. W 9.63 poles to a stone in the center of said road; thence N 1°27 min. W 11.73 poles to a stone in the center of said road; thence N 19°57 min. W 18.03 poles to a stone on the west side of said road; thence N 82°10 min. W 42.25 poles to a stone; thence S 5° 25 min. W 33.41 poles to a stone in Henry Hamm's line; thence S 82° 10 min. E 59 poles to the beginning, containing 10 acres more or less.

Being the same property conveyed from Wilson Lloyd to East Kentucky Power Cooperative, Inc. by Deed dated May 20, 1975, and recorded in Deed Book 354 Page 12, Pulaski County Clerk's Office.

Tract C-7

Beginning on a white oak and cedar, William Wait's corner; thence with his line S 56 W 92 poles to a stake at the Jacksboro Road; thence due South 16 poles to two small cedars; thence S 59 E 72 poles to a small hornbeam and black walnut and cliff of rocks; thence with said cliff N 60 E 10 poles to a cedar; thence N 10 E 9 poles to a cedar;



thence N 5 W 8 poles to a cedar; thence N 7 E 14 poles to a dogwood; thence N 30 E 6 poles to a cedar; thence N 39 E 16 poles to a small hickory in James Heath's line; thence with his line due north 46 poles to the beginning, containing 26 ¼ acres, more or less.

There is EXCEPTED from the above boundary of land and not conveyed, a certain tract of land heretofore sold and conveyed to William Loveless, said tract so conveyed containing about 4 acres, more or less and being off of the northeast corner of the tract of land above described.

There is also EXCEPTED from the above boundary of land and not conveyed, a certain lot 110 X 50 heretofore sold and conveyed to Everett Loveless.

Being the same property conveyed from the Pulaski Special Commissioner to East Kentucky Power Cooperative, Inc. by Deed dated March 8, 1976, and recorded in Commissioner's Deed Book 11, Page 53, Pulaski County Clerk's Office.

Tract C-8

Tract No. 1: Beginning at a cedar on the east side of the old Jacksboro Road, a corner common to parties of the first part and lands formerly owned by William J. Oder, thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, leaving the road and running S 33°04'E a distance of 1080.3 feet, more or less, to a point in an existing fence, a distance of 222.4 feet, more or less, to a point (Fence Corner & Iron Pin); thence, running N 08°12'W and with the fence, a distance of 358.2 feet, more or less, to a point (Fence Post); thence, running S 86°11'W and with the fence, a distance of 407.9 feet, more or less, to the point of beginning, containing 5.0 acres, more or less.

Tract No. 2: Beginning at a fence post, on the south side of the Minton Road, a point which bears S 79°46'E a distance of 782.5 feet, from a hickory, on the south side of the road, and N 77°02'E a distance of 39.6 feet from an iron pin on the east side of Kentucky State Highway #1247; thence, running (from the point of beginning at fence post) S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49' E a distance of 46.9 feet, more or less, to a point; thence running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 249.8 feet, more or less, to a point; thence, running N 74°20'E a distance of 249.8 feet, more or less, to a point; thence, running N 25°18' E a distance of 111.0 feet, more or less, to a point; thence, running N 78°58'E a distance of 77.0 feet, more or less, to a point (Iron Pin); thence, running N 17°50'E a distance of 248.2 feet, more or less, to a point (Post); thence, running S 84°14'E a distance of 649.9 feet, more or less, to a point (Rock & Post) on the west side of the old Jacksboro Road; thence running N 08°14'E a distance of 138.0 feet, more or less, to a point (Cedar), and said point being on the east side of the old Jacksboro Road, and said point further being the beginning point for description of Tract #1; thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance

of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, running N 88°29'W a distance of 30.1 feet, more or less, to a point on the west side of the road; thence, running N 09°21'E a distance of 214.9 feet, more or less, to a point on the west side of the old Jacksboro Road, and said point being the south right of line of steel tower power line (50 feet from center of line); thence, leaving the road and running N 57°34'W with the power line right of way a distance of 513.2 feet, more or less, to a point, and said point being 50 feet from the center of power line; thence, leaving the power line right of way and running S 33°20'W a distance of 1330.9 feet, more or less, to a point (Rock); thence, running S 77°16'W a distance of 728.3 feet, more or less, to a point (Rock & Forked Cedar); thence, running S 08°09'W a distance of 245.2 feet, more or less, to a point (Iron Pin) a common corner to Phelps; thence, S 79°28'E and with Phelps line a distance of 209.5 feet, more or less, to a point (concrete post); thence, S 01°09'W and with point of beginning; containing 27.710 acres, more or less, however there are two (2) exceptions to the above described tract, namely the Bell tract containing 0.342 acres, more or less, and the Haynes tract containing 1.450 acres, more or less, descriptions for these tracts are made a part of this instrument and follow. Total acres for Tract #2 is 25.918 acres, more or less.

Exception for Haynes Tract.

Beginning at a point (Hickory tree), and said point bearing N 4°00'W, a distance of 116.0 feet, from a corner fence post, thence, running S 14°40'W a distance of 311.3 feet, more or less to a point (Post & Iron Pin); thence, running N 62°27'W a distance of 230.9 feet, more or less, to a point (Cedar Tree); thence, running N 08°05'E a distance of 220.5 feet, more or less, to the point of beginning, containing 1.450 acres, more or less, for this exception.

Exception for Bell Tract.

Commencing at a fence post (the point of beginning for description of Tract #2), thence, running S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49'E a distance of 46.9 feet, more or less, to a point; thence, running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 105.5 feet, more or less, to a point; thence, running N 09°06'W a distance of 31.2 feet, more or less, to a point (Iron Pin); and this point further being the Point of Beginning; thence, running N 09°06'W a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running N 72°45'E a distance of 98.8 feet, more or less, to a point (Iron Pin); thence, running S 09°37'E a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running S 72°34'W a distance of 100.2 feet, more or less, to the point of beginning, containing 0.342 acres, more or less, for this exception.

Being the same property conveyed from John H. Minton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated September 28, 1976, and recorded in Deed Book 366, Page 303, Pulaski County Clerk's Office.

Tract C-9

Parcel I: A certain tract or parcel of land, located and being in Pulaski County, Ky. lying and being East of the Smith Ferry Road and being just east of the present school

grounds, known as Cedar Grove School, adjoining the same and beginning at a southeast corner of present school house lot; thence running eastward 12  $\frac{2}{3}$  poles to a stake; thence north, parallel with east line of old school house lot 12  $\frac{2}{3}$  poles to a stake; thence west parallel with first line herein 12  $\frac{2}{3}$  poles to a stake, the northeast corner of old school house lot; thence south with the east line of old school house lot 12  $\frac{2}{3}$  poles to the beginning, containing 1 acre, more or less.

Second Tract: Beginning at a stone in the Smith Ferry Road, thence south 6 east 12  $\frac{2}{3}$  poles to a stone in said road; thence N 84 E 12  $\frac{2}{3}$  poles to a stone; thence north 6 west 12  $\frac{2}{3}$  poles to a stone; thence south 84 west 12  $\frac{2}{3}$  poles to the beginning, containing 1 acres, more or less.

Parcel II: Beginning on a cedar and sugar tree, then south 73 W, 40 poles to a small red Elm at Jacksboro Road, then with said road, N 19 W 10 poles, N.W. 20 poles (sic) N. 12 E 20 poles N. 11  $\frac{1}{2}$  WW (sic) poles to a water Oak and sugar tree and cedar by the side of the said road. S, 60 E 2 poles to a small cedar Lovelass corner. then S 59 E 72 poles at a horn beam and balck (sic) walnut on a cliff of rock Lovelass corner, the S 60 W 8 poles to a hornbeam and hickory. S 50 W 18 poles to 2 dogwood S 30 \_\_\_ 10 poles to the beginning. Contains 15  $\frac{1}{2}$  acres be same more or less.

Parcel III: Beginning on a Dogwood at Ernie Loveless and the County Road known as the Jacksboro Road; thence with his line 412 feet to a stone; thence 140 feet NW 74 degrees; thence 412 feet southeast about 50 degrees to the County Road; thence the County Road back to the beginning about 314 feet 70" southwest back to the beginning Dogwood.

Being the same property conveyed from William J. Oder, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 189, Pulaski County Clerk's Office.

Tract C-10

Beginning at the head of a cove at a point designated as "Q" of Tract Z2645 of the land condemned and purchased by the Federal Government for the impoundment of Wolf Creek Reservoir; also common corner of Persie Ward; thence with east side of said cove S. 00°45'W.30 poles; thence S.53°45'E 40 poles; thence S.84°30'E 30 poles; thence N.46°45'E. 42.5 poles; thence N. 22°30'E. 56 poles; thence N. 14°30'E. 99.5 poles; thence N. 12°15'E. 135 poles; thence N. 33°15'E. 69 poles, all of which aforesaid calls constitute the government line and bind on the west bank of Lake Cumberland; thence leaving the government line and running s. 64 W. 82 poles more or less to a hickory at corner of S. B. Heath and Persie Ward; thence S.W. 160 poles with Persie Ward line to a white oak; thence S.40-1/2 E. 10 poles crossing the branch to a rock, continuing with Persie Ward's line; thence S.W. with Persie Ward's line and the meanders of a branch, passing an elm marked as a line tree to a stone; thence continuing southwardly with the branch and the Persie Ward line to the point of beginning, and containing 332.2 acres more or less.

There is excepted from the foregoing boundary the Goff Cemetery which is enclosed by a fence, and a 15-foot right-of-way to the cemetery, leading from the Jacksboro Road.

There is also excepted from the foregoing description a tract of land previously conveyed to the party of the second part from Frazer D. LeBus (Sr.), single, by deed dated August 24, 1961, and recorded in Deed Book 237 at page 400 in the Pulaski County Clerk's office, containing 31.3 acres more or less and described as follows:

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazier D. LeBus; thence with LeBus' line N. 64 degrees – 00' E – 1200.36 feet to a stake; thence still with LeBus' N 55 degrees – 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S 39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W – 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees – 59' E 264 feet to a stake; thence S 12 degrees – 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

The above-described property which is being conveyed by this deed has been re-surveyed as of May 28, 1981, by Bobby Hudson, Land Surveyor, Somerset, Kentucky, and reads as follows:

BEGINNING at Government corner #Z-2645-6, which said corner is the south west corner of a 31.3 acre tract belonging to East Kentucky R.E.C.C.; thence leaving East Kentucky R.E.C.C. with the Corps of Engineer line as follows:  
S02°18'41"W 654.38' to a corner Z-2645-7; thence S10°02'26"W 491.28' to a corner Z-2645-8; thence S47°47'27"E 506.76' to a corner Z-2645-9; thence N88°59'48"E 508.70' to a corner Z-2645-10; thence N59°57'43"E 687.32' to a corner Z-2645-11; thence N21°36'30"E 1079.78' to a corner Z-2650-1; thence N10°12'38"E 2350.75' to a corner Z-26-50-2; thence N06°46'17"E 1929.70' to a corner Z-2650-3; thence N62°35'58"E 835.90' to a corner Z-2650-4; thence leaving Government line S75°04'14"W 1270.00' to a 30" oak & iron pin, which is the north east corner of East Kentucky R.E.C.C.; thence with East Kentucky line, S35°58'58"W 2383.97' to an iron pin; thence S55°11'17"E 399.99' to a 4 inch iron post; thence S08°46'00"E 1498.22' to a 4 inch iron post; thence S63°57'18"W 1202.11' to the point of beginning, containing 159.0781 acres more or less.

Being the same property conveyed from Frazer D. LeBus, Jr., et al, to East Kentucky Power Cooperative, Inc. by Deed dated June 1, 1981, and recorded in Deed Book 410, Page 136, Pulaski County Clerk's Office.

#### Tract C-11

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazer D. LeBus; thence with LeBus' line N 64 degrees – 00' E – 1200.36 feet to a stake; thence still with LeBus' line N 02 degrees – 00' W – 1496.44 feet to a stake; thence still with LeBus' line N 55 degrees – 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S 39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W – 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees – 59' E 264 feet to a stake; thence S 12 degrees – 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

There is excepted from this above described tract, a small tract known as the Goff Cemetery, with the right of ingress and egress to the cemetery.

Being the same property conveyed from Frazier D. LeBus to East Kentucky Rural Electric Cooperative Corporation by deed dated August 24, 1961, and recorded in Deed Book 237, Page 400, Pulaski County Clerk's Office.

Tract C-12

BEGINNING at an iron pin, also corner to the U.S. Government; running thence with said Government line N 51 degrees 30 minutes W 40 poles to a stake; thence N 40 E 5 poles to a stake; thence N 47 W 9.5 poles to a stake, N 76 W 18 poles to a stake; thence N 49 W 24 poles to a stake; thence N 45 degrees 30 minutes W 164 poles to a stake in the U.S. Government line; thence leaving said U.S. Government line N 38 degrees 31 minutes E 36.4 poles to two poplars; thence N 56 degrees 56 minutes E 39 poles to a cedar and thorn; thence N 0 degrees 36 minutes W 201 poles to a stake, formerly two hickories; thence N 74 degrees 43 minutes E 7.9 poles to a sugartree stump; thence N 66 degrees 43 minutes E 8 poles to a stake; thence S 62 degrees 22 minutes E 4.8 poles to a stake; thence S 57 degrees 52 minutes E 13.8 poles to a stake; thence S 60 degrees 22 minutes E 10.6 poles to a sugartree; thence N 51 degrees 38 minutes E 10.3 poles to a walnut stump; thence N 39 degrees 53 minutes E 8.4 poles to a walnut stump; thence N 18 degrees 56 minutes E 10.4 poles to a cedar stump; thence N 60 degrees 26 minutes E 9 poles to a stake; thence S 48 degrees 34 minutes E 2.8 poles to a stake; thence S 82 degrees 4 minutes E 14 poles to a stake; thence N 69 degrees 18 minutes E 27.5 poles to an elm stump; thence S 67 degrees 57 minutes E 82.5 poles to a stake; thence \_\_\_\_\_ poles to a white oak; thence S 39 degrees 37 minutes E 10.85 poles to a stake; thence S 29 degrees 19 minutes W 34.5 poles to an elm; thence S 22 degrees 25 minutes W 50 poles to a rock; thence S 1 degree 59 minutes E 16 poles to a stake; thence S 12 degrees 34 minutes W 23.8 poles to an iron pin; corner in the U.S. Government line; thence with the U.S. Government line S 18 degrees W 39.6 poles to a stake; thence S 39 degrees W 27.7 poles to an iron pin in the U.S. Government line, the point of beginning.

There is excepted from the above a certain cemetery located within the boundary of the above tract and described as follows:

Beginning at a stake running N 46 degrees 15 minutes W 7.85 poles to a stake; N 41 degrees 30 minutes E 5.45 poles; N 70 degrees 30 minutes E 3.88 poles; S 14 E 5.5 poles to a stake; S 29 W 6 poles to a stake.

Being the same property conveyed from Ransom H. Wall, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 27, 1960, and recorded in Deed Book 230, Page 556, Pulaski County Clerk's Office.

Tract C-13

BEGINNING on a rock, a common corner to the U.S. Government and the Wall lands; running thence with the U.S. Government line N 45 degrees 30 minutes W 23.4 poles to a stake; N 80 degrees W 28 poles to a stake; N. 61 degrees W 29.7 poles to a stake in a branch, also the corner of Howard Smith lands; thence with Howard Smith's line N 29

degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; N 70 degrees W 65.5 poles to a stake; S. 29 degrees 31 minutes W 16.4 poles to a stake, also corner in U.S. Government line; thence with said U.S. Government line N 75 degrees 15 minutes W 38.1 poles to a stake in a fence, also corner of Cross lands; thence with Cross line N 80 degrees 57 minutes E 39.3 poles to a cedar, also corner of Cross and Vanhook lands; thence with Vanhook line N 60 degrees E 19.7 poles to an old elm corner; N 16 degrees 32 minutes E 46.5 poles to a maple tree corner; thence N 7 degrees 26 minutes W 9.9 poles to a rock corner; thence N 26 degrees 45 minutes E 24 poles to a rock and fence, corner of Vanhook and Flynn lands; thence with Flynn line S 87 degrees 30 minutes E 25.1 poles to a rock in fence corner; N 41 degrees 13 minutes E 52.7 poles to a hickory and rock corner; also corner of Flynn and Oder lands; thence with Oder line S 1 degree 58 minutes E 25.5 poles to a stake; S 16 degrees 15 minutes E 10 poles to a red elm; thence N 74 degrees 31 minutes E 41 poles to a sugar tree and cedar stump, also corner of Oder and Loveless lands; thence with Loveless line N 4 degrees 26 minutes W 9.7 poles to a stake formerly two dogwoods; thence N 46 degrees 40 minutes E 7 poles to a redbud, also corner of Loveless and Craig lands; thence with Craig line S 79 degrees 25 minutes E 41.9 poles to a stake, also corner of Craig and Wall lands; thence with said Wall line S 0 degrees 36 minutes E 132.8 poles to a cedar and thorn tree; thence S 56 degrees 56 minutes W 39 poles to two poplars; thence S 38 degrees 31 minutes W 36.4 poles to a rock, the point of beginning. The same containing 150.25 acres, be the same more or less.

Being the same property conveyed from Ruth Kramer, et al to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 12, 1960, and recorded in Deed Book 232, Page 172, Pulaski County Clerk's Office.

Tract C-14

Beginning at a stone in a branch in the U.S. Government line also a corner of the Smith heirs' land; thence running with said Smith heirs' line N 29 degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; thence still with Smith heirs' line N 70 W 65.5 poles to a stake; thence S 29 degrees 31' W 16.4 poles to a stake in the U.S. Government line; thence with said U.S. Government line S 75 degrees 15' E 54.4 poles to a stake in said government line; thence still with the U.S. Government line S 61 degrees E 17.3 poles to the stake in the branch, the point of beginning, containing 5.125 acres.

Being the same property conveyed from Howard S. Smith, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 15, 1960, and recorded in Deed Book 232, Page 245, Pulaski County Clerk's Office.

Tract C-15

Beginning at a point now marked by an iron stake on the State Highway #1247 right of way line and Carodine Edwards corner and proceeding on a bearing of S – 67 degrees E a distance of 1108 feet. (This line having been established as the boundary line between James Van Hook and Carodine Edwards). Thence with said line S – 87 degrees 30 minutes E a distance of 1128.5 feet to a stone (stake) at East Kentucky RECC, Vanhook and Carodine Edwards corner. Thence: S-26 degrees 45 minutes W a

distance of 396 feet to a point (stone) in the line between James Vanhook and East Kentucky RECC. Thence: S – 7 degrees 26 minutes W with said line a distance of 163.35 feet to a maple tree now a corner between James Vanhook and East Kentucky RECC. Thence: S – 16 degrees 32 minutes W a distance of 73 feet to a point (iron stake). Thence: N – 67 degrees 22 minutes W a distance of 1622.4 feet to an iron stake. Thence: N – 66 degrees 16 - W a distance of 568.5 feet to an iron stake; Thence: N – 31 degrees 05 minutes a distance of 89 feet to an iron stake in fence. Thence: N – 87 degrees 41 minutes a distance of 55.5 feet to an iron stake in Highway Right of Way line. Thence: with said Highway #1247 Right of Way line on a bearing of N – 60 degrees 30 minutes E a distance of 214 feet to the beginning. The above described tract contains 15.5 acres more or less.

Being the same property conveyed from Hettie Vanhook, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, page 298.

#### Tract C-16

Beginning at a corner with Johnie McDaniel and Southern Railroad S 41 degrees 30' E, 20 feet to a point in fence; thence 60 feet in a southeasterly direction and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle = 81 degrees 35' Rt., D = 10 degrees, P.I. = 7 + 58.67, R = 573', T = 495.05, PC = 2+63.62, LC = 815.83, PT = 10+79.45) to a point in fence line along road (a point which bears N – 25 degrees W, 136' from Neely's and McDaniels corner). Thence along road N 25 degrees W, 192.35' to a corner with Southern Railroad R.O.W., thence with Railroad R.O.W. fence S 44 degrees W, 385.5' to the point of beginning, containing 0.77 acres more or less.

Being the same property conveyed from Johnie McDaniel, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 600, Pulaski County Clerk's Office.

#### Tract C-17

Beginning at a point in fence line 84' in a southeasterly direction from a corner of Jesse and Magadeline Cook and Southern Railroad and 60' from and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle = 81° 35' Rt., D = 10°, P. I. = 7 + 5867, T = 495.05, PC = 2 + 63.62, LC = 815.83, R = 573', PT = 10 + 79.45) to a point in fence line which is property line Jesse and Magadeline Cook and this point being at right angles and 60' to the left of Station 10 + 29 Southern Railroad Survey. Thence on a bearing of S 24° 5 SE 129.5 ft. to a corner of Bates at Kentucky state highway #1247 R/W. Thence on a bearing of So. 68° 28' W to a point in R/W fence a distance of 74'. Thence in a Northwesterly direction and parallel to a 10° curve a distance of 64' from corner of Jesse and Magadeline Cook and on a bearing of N 25° W. Thence a distance of 138' N 25° W to the beginning. This tract contains 1.17 acres more or less.

Being the same property conveyed from Jesse Cook, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 296, Pulaski County Clerk's Office.

Tract C-18

BEGINNING on a concrete monument found on the Right of Way of Smith's Ferry Road, said pin being a corner of Chestina Burton and Doran Burton, her husband, (Deed Book 429, Page 610) and the East Kentucky Power Cooperative, Inc., with its principal office at P.O. Box 707, Winchester, Kentucky 40392 (Deed Book 366, Page 303);

Thence South 52°00'41" West for a distance of 745.61' with a new agreed line to an iron pin found;

Thence South 52°00'41" West for a distance of 372.11' with a new agreed line to an iron pin found;

Thence South 52°00'41" West for a distance of 290.90' with a new agreed line to a PK nail in a stone;

Thence South 74°35'38" West for a distance of 728.30' with a new agreed line to a Rock at a Forked Cedar found;

Thence South 5°28'38" West for a distance of 245.11' with a new agreed line to an Iron Pin found; said pin being a corner of Chestina Burton and Doran Burton, her husband (Deed Book 429, Page 610) and the East Kentucky Power Cooperative, Inc., with its principal office at P.O. Box 707, Winchester, Kentucky 40392 (Deed Book 366, Page 303).

Being the same property conveyed from Lee Hill, et al, to East Kentucky Power Cooperative, Inc. by Boundary Line Agreement and Quitclaim Deed dated January 19, 1998, and recorded in Deed Book 612, Page 73, Pulaski County Clerk's Office.

Tract C-19

Beginning on an iron pin in the North right-of-way line of the Southern Railroad spur line to Cooper Power Plant the southwest corner to the property herein described; thence N 18 14' E, 88.5 feet to an iron pin; thence N 29 12' E 266.2 feet to an iron pin and a fence corner; thence with the fence 62 11' E, 125.8 feet to an iron pin; thence N 75 40' W, 26.3 feet to an iron pin; thence S 17 57' W, 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Diane Jones, et al, to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1998, and recorded in Deed Book 612, Page 70, Pulaski County Clerk's Office.

363. All the tracts of property comprising the site of the Spurlock Power Station as follows:

Tract SP-1

A certain parcel of land lying on the east side of the South Ripley county road, approximately 1100 feet east of a private drive with its intersection of the South Ripley County road, and said parcel further being approximately 3 miles northeast of South Ripley, and beginning at a point (Iron Pin) in an existing fence line, and said point further being S 2 56' W 15 feet from a corner fence post, a common corner to property



owned by Grantor and property now owned by the Huber Heirs, said point also being S 2 56' W 7.50 feet from the centerline of a private drive, entrance to property owned by Grantor; thence running S 89 26' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 75 22' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 65 deg 30' E 129 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 69 48' E 51.25 feet, more or less, to a point (Iron Pin) in an existing fence line, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence leaving said private drive and running with an existing fence line S 3 47' E 313.75 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 88 40' W 275.00 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 2 56' E 224.80 feet, more or less, to the beginning, containing 1.557 acres, more or less, as shown on the attached plat entitled "Martha Works" property, and being bounded on the north by Grantor and on the east, south and west by Huber.

Being the same property conveyed from Martha Burnett Works to East Kentucky Rural Electric Cooperative Corporation by Deed dated October 31, 1973, and recorded in Deed Book 191, Page 99, Mason County Clerk's Office.

Tract SP-2

Parcel 1

Beginning at a pin with cap set in the center line of South Ripley road and being in the North right of way line of Kentucky Highway #576. Said point of beginning being 65 feet from the center line of said Kentucky Highway #576 at a point that is 1.44 miles West of the intersection with Old Kentucky Highway #10. Said point of beginning also being known as N431856.198, E2116061.418 on the Kentucky State plane, North zone grid datum; thence, with the North right of way line of said Kentucky Highway #576, North 87°52'37" West 31.70 feet to a pin with cap set; thence South 01°31'20" West 35.00 feet to a pin with cap set, being 30.0 feet from the center line of said Kentucky Highway #576; thence, with the arc of a 200 foot spiral having a Theta Angle of 7°00', by chord North 88°31'36" West 20.54 feet to a pin with cap set; thence North 88°33'04" West 1037.15 feet to a pin with cap set, being a corner to the Rozena Lee Germann property; thence, leaving said highway right of way and with the fence to said Germann, North 05°44'56" West 345.88 feet to a pin with cap set; thence North 04°05'13" West 362.58 feet to a pin with cap set; thence North 02°38'01" West 158.90 feet to a pipe found, being a corner to East Kentucky Power Cooperative property; thence, with the line to said East Kentucky Power, South 81°37'35" East 217.26 feet to a pipe found; thence South 70°18'39" East 208.14 feet to a pipe found; thence South 66°27'33" East 93.83 feet to a pipe found; thence North 21°06'20" West 124.01 feet to a pipe found; thence North 53°35'16" West 274.93 feet to a pipe found; thence North 62°20'19" West 270.57 feet to a pin with cap set; thence North 18°37'06" West 189.84 feet to a pin with cap set; thence North 04°17'31" East 134.13 feet to a pipe found; thence North 89°30'06" East 297.95 feet to a pipe found; thence North 22°10'52" East

54.00 feet to a pipe found; thence North 53°20'39" West 358.10 feet to a pipe found; thence North 33°23'16" West 100.76 feet to a pipe found; thence North 41°08'39" East 103.86 feet to a pipe found in a fence, being a corner to the Cecil and Geneva Wilson property; thence, with the line to said Wilson, South 78°25'29" East 1153.57 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of said South Ripley road and other lands of East Kentucky Power, South 03°32'46" West 403.86 feet to a pin with cap set; thence, South 03°35'00" West 280.25 feet to a pin with cap set; thence South 0°27'21" East 86.87 feet to a pin with cap set; thence South 04°20'32" East 43.30 feet to a pin with cap set; thence South 06°10'49" East 267.31 feet to a pin with cap set; thence South 04°57'58" East 555.24 feet to the point of beginning and containing 42.092 acres.

Parcel 2:

Commencing at a pin with cap set in the center line of South Ripley road and its intersection with the North right of way line of Kentucky Highway #576 and being the point of beginning of parcel #1, known as N431856.198, E2116061.418 on the Kentucky State plane, North zone, grid datum; thence, with the North right of way line of said Kentucky Highway #576, South 87°52'37" East 45.02 feet to a pin with cap set; thence South 03°02'41" West 35.00 feet to a pin with cap set and being 30.0 feet from the center line of said Kentucky Highway #576; thence with the arc of a 200 foot spiral having a Theta Angle of 7°00'; by chord of South 84°33'48" East 107.47 feet to a pin with cap set; thence with the arc of a curve, having a radius of 848.51 feet, a degree of 7°00' and 169.72 feet to a pin with cap set and being the true point of beginning of parcel #2, also being known as N431767.531, E2116376.012 on the Kentucky State plane, North zone, grid datum; thence, leaving the North right of way line of said Kentucky Highway #576 and with the line of East Kentucky Power Cooperative property, North 21°53'00" East 826.14 feet 676.13 feet to a pin and cap found; thence North 84°56'49" East 177.46 feet to a pin and cap found; thence North 88°56'32" East 99.41 feet to a pin and cap found; thence South 63°18'02" East 200.82 feet to a pin and cap found; thence South 70°05'29" East 239.23 feet to a pin and cap found; thence south 70°40'55" East 146.74 feet to a pin and cap found; thence South 64°53'27" East 131.77 feet to a pin and cap found; thence South 85°10'28" East 75.63 feet to a pin and cap found; thence South 66°26'42" East 139.55 feet to a bent pin found; thence South 54°29'06" East 127.81 feet to a pin and cap found; thence South 67°21'37" East 158.27 feet to a pin and cap found; thence North 88°28'14" East 159.03 feet to a pin with cap set; thence South 72°36'24" East 334.99 feet to a pin with cap set; thence North 78°11'33" East 128.77 feet to a pin and cap found; thence North 59°34'55" East 102.86 feet to a pin and cap found, being a corner to other lands of East Kentucky Power Cooperative; thence, with the line to said other lands of East Kentucky Power, South 12°09'53" West 255.93 feet to a pin with cap set in the center line of a small stream at the remains of a stone wall; thence, up the stream, South 70°16'51" West 163.48 feet to a pin with cap set in the center line of said stream at its intersection with a drain; thence South 40°24'11" West 627.14 feet to a pin with cap set in a fence; thence South 36°03'33" West 385.11 feet to a pin with cap set, being a corner to the James A. and Sue D. Grant property; thence, with the line to said Grant, North 78°39'32" West 1031.79 feet to a pin with cap set; thence South 22°26'24" West 317.37 feet to a pin with cap set in the North right of way line of Kentucky Highway #576, said pin being 30.0 feet from the center line of said highway; thence, with the North right of way line

of said highway, North 50°20'57" West 172.83 feet to a pin with cap set; thence, Degree of 2°25'22" and a Delta Angle of 12°45', by chord North 47°09'33" West 259.67 feet to a pin with cap set; thence, continuing with same curve, by chord North 40°47'03" West 259.66 feet to a pin with cap set; thence North 37°35'39" West 236.79 feet to a pin with cap set; thence, with the arc of a 200 foot spiral having a Theta Angle of 7°00', by chord North 39°56'59" West 203.71 feet to a pin with cap set; thence, with the arc of a curve having a 848.51 foot radius, a degree of 7°00' and a Delta Angle of 50°49', by Chord North 53°52'47" West 271.12 feet to a pin with cap set; thence, continuing with the same curve, by chord North 66°31'34" West 102.22 feet to the point of beginning and containing 72.157 acres. The above described two parcels of land contain a total of 114.249 acres as surveyed by Arlie Caudill, RLS #2749 on October 21, 1992.

Being the same property conveyed from Pauline Taylor to East Kentucky Power Cooperative, Inc. by Deed dated February 10, 1993, and recorded in Deed Book 250, Page 61, Mason County Clerk's Office.

Tract SP-3

Beginning at a pin with cap set in the centerline of South Ripley Road at a point that is 1701.7 feet North of said road's intersection with the centerline of Kentucky Highway #576 and being a corner to Pauline Taylor property and to East Kentucky Power Cooperative property. Said point of beginning is also known as N433487.828, E2116023.101 on the Kentucky State plane, North zone, grid datum; thence, leaving South Ripley Road and with the line of Pauline Taylor, North 78°25'29" West 1153.57 feet to a pipe found and being a corner to other lands of East Kentucky Power Cooperative; thence, with the lines to said East Kentucky Power, North 41°16'46" East 54.56 feet to a pipe found; thence, North 54°15'36" West 185.39 feet to a pipe found; thence North 29°20'22" East 194.83 feet to a pipe found; thence North 75°35'04" West 158.03 feet to a pipe found; thence North 35°21'14" West 176.87 feet to a bent pipe found; thence North 56°30'01" East 377.16 feet to a bent pipe found; thence North 57°10'41" East 210.69 feet to a pin found; thence North 02°01'23" West 173.13 feet to a pipe found; thence North 52°36'52" West 104.94 feet to a pipe found; thence South 31°33'24" West 71.60 feet to a pipe found; thence South 74°06'11" West 269.67 feet to a pipe found; thence South 86°10'50" West 111.75 feet to a pipe found; thence North 32°41'27" West 95.23 feet to a bent pipe found; thence North 19°45'08" West 194.31 feet to a pipe found; thence North 16°14'51" East 132.33 feet to a pipe found; thence North 18°19'54" West 116.31 feet to a pipe found; thence North 06°19'22" West 196.46 feet to a pipe found; thence North 16°39'27" West 69.82 feet to a pipe found; thence North 08°56'47" West 151.03 feet to a pipe found; thence North 0°32'26" East 109.82 feet to a pipe found; thence North 55°08'48" East 107.86 feet to a pin with cap set; thence North 54°34'13" East 156.07 feet to a pipe found; thence North 16°54'31" West 103.33 feet to a pipe found; thence South 84°25'43" East 167.05 East 309.92 feet to a pipe found; thence South 67°36'38" East 135.26 feet to a pipe found; thence South 73°16'37" East 217.48 feet to a pipe found; thence South 71°32'24" East 162.26 feet to a pipe found; thence North 85°56'24" East 136.78 feet to a pipe found; thence South 52°32'43" East 198.44 feet to a pipe found; thence North 04°01'42" West 92.65 feet to a pipe found; thence North 30°18'26" East 115.62 feet to a pipe found; thence South 83°40'41" East 113.59 feet to a pipe found; thence North 12°41'48" West 112.87 feet

to a pipe found; thence North 19°36'32" East 134.03 feet to a pipe found; thence South 81°15'39" West 197.65 feet to a pin with cap set; thence South 69°26'10" West 68.51 feet to a pipe found; thence South 87°33'10" West 77.74 feet to a pipe found; thence North 83°36'05" West 77.14 feet to a pipe found; thence North 64°26'22" West 73.20 feet to a bent pipe found; thence North 60°26'08" West 160.03 feet to a pipe found; thence North 48°32'29" West 263.37 feet to a pipe found; thence North 12°09'19" West 68.29 feet to a bent pipe found; thence North 74°51'45" West 133.28 feet to a pin with cap set; thence North 59°52'27" West 273.15 feet to a pin with cap set; thence North 56°04'27" West 247.88 feet to a pin with cap set; thence North 81°16'32" East 114.89 feet to a pin with cap set and being a corner to other land of East Kentucky Power Cooperative; thence, with the fence line to said other lands of East Kentucky Power, South 78°39'36" East 111.47 feet to a pin with cap set; thence South 78°48'23" East 725.55 feet to a pin with cap set at a fence corner being a corner to W. W. and Emma Hord; thence, with the line to said Hord, South 79°05'34" East 1190.04 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of South Ripley road and line to said East Kentucky Power, South 33°12'08" West 203.11 feet to a pin with cap set; thence South 32°45'46" West 780.11 feet to a pin with cap set; thence South 24°00'09" West 64.65 feet to a pin with cap set; thence South 12°15'24" West 57.11 feet to a pin with cap set; thence South 02°20'32" West 303.03 feet to a pin with cap set; thence South 01°56'59" West 562.54 feet to a pin with cap set; thence South 03°28'40" West 118.55 feet to a pin with cap set; thence South 12°58'28" West 107.04 feet to a pin with cap set; thence South 26°10'06" West 180.90 feet to a pin with cap set; thence South 22°13'13" West 59.51 feet to a pin with cap set; thence South 07°42'45" West 60.52 feet to a pin with cap set; thence South 07°31'36" East 72.30 feet to a pin with cap set; thence South 11°38'52" East 125.70 feet to a pin with cap set; thence South 03°42'17" East 64.53 feet to a pin with cap set; thence South 02°43'58" West 96.86 feet to the point of beginning and containing 88.218 acres of land as surveyed by Arlie Caudill, RLS #2749 on November 6, 1992.

Being the same property conveyed from Cecil Wilson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1992, and recorded in Deed Book 249, Page 421, Mason County Clerk's Office.

Tract SP-4

Being a 3.5126 acre parcel of Abandoned and Closed right of way for Old South Ripley Road; being bound on all sides by East Kentucky Power Cooperative (D.B. 250, P. 61 and D.B. 249, P. 421); located on the north side of KY 576 (Tuckahoe Road) and east of the New South Ripley Road and being more particularly bound and described as follows:

Beginning at a point in the north right of way line of KY 576 (Tuckahoe Road), 30 feet from the centerline thereof; said point also being further located N 86° 03' 36" E – 295.09 feet from the intersection of the centerline of KY 576 with the centerline of the South Ripley Road (station 1+00), said point also being 295.00 feet right of South Ripley Road centerline station 1+07.31 as shown on the Mason County Roadway Plans designated South Ripley Road Relocation dated 1994; thence with the west right of way line of the old road, North zero degrees thirty six minutes twenty four seconds East (N

00°36'24" E), a distance of one hundred thirty five and 16/100 (135.16) feet; thence with the old right of way line, North three degrees thirty six minutes thirty seconds West (N 03°36'30" W), a distance of three hundred eighty one and 75/100 (381.75) feet; thence with the old right of way line, North five degrees fifty four minutes forty six seconds West (N 05°54'46" W), a distance of two hundred twenty six and 51/100 (226.51) feet; thence with the old right of way line, North two degrees forty six minutes thirty five seconds West (N 02°46'35" W), a distance of two hundred forty five and 16/100 (245.16) feet; thence with the old right of way line, North five degrees ten minutes eight seconds East (N 05°10'08" E), a distance of seven hundred thirty five and 11/100 (735.11) feet; thence with the old right of way line, North five degrees forty minutes thirty eight seconds West (N 05°40'38" W), a distance of three hundred thirty eight and 98/100 (338.98) feet; thence with the west right of way line of the old county road, North twenty five degrees thirty six minutes twenty two seconds East (N 25°36'22" E) a distance of one hundred eighty five and 94/100 (185.94) feet; thence with the old right of way line of the abandoned and closed county road North twenty degrees twenty two minutes twenty six seconds East (N 20°22'26" E), a distance of one hundred ninety one and 20/100 (191.20) feet; thence with the old right of way line, North five degrees fifty minutes fifty three seconds East (N 05°50'53" E), a distance of one hundred eighty one and 63/100 (181.63) feet; thence with the old right of way line, North two degrees fifty three minutes nineteen seconds East (N 02°53'19" E), a distance of four hundred eighty nine (489.00) feet; thence with the old right of way line, North four degrees fifty four minutes twenty seconds East (N 04°54'24" E), a distance of three hundred twenty two and 1/100 (322.01) feet; thence with the old right of way line of the abandoned and closed county road, North zero degrees fifty one minutes fifty seconds East (N 00°51'50" E), a distance of seventy one and 84/100 (71.84) feet to a point in the east right of way line of the Relocated South Ripley Road, 50 feet right of centerline station 38+99; thence with the east right of way line of the Relocated South Ripley Road, North eighty three degrees nineteen minutes nine seconds East (N 83°19'09" E), a distance of sixty and 8/100 (60.08) feet to a point in the east right of way line of the Relocated South Ripley Road, 85 feet right of centerline station 38+50; thence leaving the east right of way line of the Relocated South Ripley Road with the old east right of way line of the abandoned road, South five degrees twenty one minutes forty five seconds West (S 05°21'45" W), a distance of four hundred twenty eight (428.00) feet; thence with the old right of way line of the old abandoned and closed county road, South three degrees forty five minutes four seconds West (S 03°45'04" W), a distance of five hundred thirty three and 16/100 (533.16) feet; thence with the old right of way line, South one degree eight minutes thirty seven seconds West (S 01°08'37" W), a distance of one hundred seventy three and 12/100 (173.12) feet; thence with the old right of way line, South thirty three degrees twenty four minutes twelve seconds West (S 33°24'12" W), a distance of seventy two and 59/100 (72.59) feet; thence with the old right of way line of the old abandoned and closed county road, South twenty four degrees four minutes forty seconds West (S 24°04'40" W), a distance of two hundred twenty seven and 82/100 (227.82) feet; thence with the old right of way line, South thirteen degrees four minutes twenty eight seconds West (S 13°04'28" W), a distance of seventy one and 24/100 (71.24) feet; thence with the old right of way line, South seven degrees fifteen minutes zero seconds East (S 07°15'00" E), a distance of two hundred (200.00) feet; thence with the old right of way line, South four degrees forty five minutes twenty four seconds West (S 04°45'24" W), a distance of eight hundred fourteen and 52/100 (814.52) feet; thence with the old right of way line of the

abandoned and closed county road, South zero degrees three minutes eighty seven seconds West (S 00°03'87" W), a distance of eighty seven and 75/100 (87.75) feet; thence with the old right of way line, South three degrees fifty four minutes thirty six seconds East (S 03°54'36" E), a distance of three hundred twenty eight and 79/100 (328.79) feet; thence with the old right of way line, South three degrees forty eight minutes five seconds East (S 03°48'05" E), a distance of four hundred thirty two and 45/100 (432.45) feet; thence with the old right of way line of the abandoned and closed county road South three degrees nineteen minutes thirty five seconds East (S 03°19'35" E), a distance of one hundred forty two and 60/100 (142.60) feet to a point in the north right of way line of KY 576 (Tuckahoe Road); thence with the north right of way line of KY 576, South eighty six degrees forty four minutes seven seconds West (S 86°44'07" W), a distance of forty two and 93/100 (42.93) feet back to the true point of beginning; and containing three and 51/100 (3.5126) acres or one hundred fifty three thousand eight (153008) square feet. The bearings being correlated to True North as surveyed by James H. Pollitt, RLS 723 in 1995. The above described 3.5126 acre parcel of land is subject to any legal easements of record for access, utilities, and surface water runoff, and is depicted on a survey sketch labeled as Appendix 1, attached hereto and made a part hereof.

Being the same property conveyed from Mason County, Kentucky, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1995, and recorded in Deed Book 263, Page 113, Mason County Clerk's Office.

Tract SP-5

Beginning at a P.K. nail in the centerline of South Ripley Road, said point being 65' from the centerline of old KY Highway #8, and being further located by the Ky. State Plane North Zone Coordinate System; being situated at North 431860.290, East 2116062.735, thence with the centerline of South Ripley Road;

1. North 4°57'28" W 553.32' to a P.K. nail, thence;
2. North 6°08'39" West 267.31' to a P.K. nail, thence;
3. North 3°52'42" West 43.30' to a P.K. nail, thence;
4. North 0°06'42" West 86.76' to a P.K. nail, thence;
5. North 3°20'13" East 280.25' to a P.K. nail, thence;
6. North 3°16'23" East 410.97' to a P.K. nail in centerline of South Ripley Road and property line of Kerr, thence with the property line of Kerr;
7. South 76°11'40" East 88.68' to an iron pin; thence;
8. South 76°11'40" East 478.47' to a fence post, thence;
9. North 54°0'55" East 18.02' to a fence post, thence;
10. South 80°11'00" East 1050.00' to an 18" maple, thence;
11. South 15°31'29" East 21.70' to a fence post, thence;
12. North 82°26'35" East 544.97' to a 12" maple, thence;
13. South 60°43'49" East 796.04' to a 14" maple, thence;
14. North 28°06'14" East 45.43' to a fence post, thence;
15. South 52°44'54" East 819.74' to an iron pin at the common corner of Kerr, East Ky. Power and Huber, thence with the property line of Huber;

16. South 12°43'48" West 484.93' to an iron pin, common corner to Huber and Taylor, thence leaving the common corner with Huber and thence with a division line of Taylor;
17. South 59°41'57" West 102.83' to an iron pin, thence;
18. South 78°14'41" West 128.38' to an iron pin, thence;
19. North 72°32'56" West 334.83' to an iron pin, thence;
20. South 88°31'22" West 159.01' to an iron pin, thence;
21. North 67°18'54" West 158.21' to an iron pin, thence;
22. North 54°25'12" West 127.87' to an iron pin, thence;
23. North 66°25'18" West 139.46' to an iron pin, thence;
24. North 85°05'10" West 75.62' to an iron pin, thence;
25. North 65°51'04" West 131.75' to an iron pin, thence;
26. North 70°38'44" West 146.72' to an iron pin, thence;
27. North 70°03'04" West 239.21' to an iron pin, thence;
28. North 63°15'07" West 200.75' to an iron pin, thence;
29. South 88°57'30" West 99.43' to an iron pin, thence;
30. South 84°58'12" West 177.42' to an iron pin, thence;
31. North 78°25'45" West 676.13' to an iron pin, thence;
32. South 21°50'06" West 824.37' to a point in the existing R/W of Old Ky. 8, thence with the existing R/W of Old Ky. 8;
33. North 74°55'58" West 151.27' to a point in said R/W, thence;
34. North 83°57'13" West 125.48' to a point in said R/W, thence;
35. North 01°31'37" West 35.00' to a point in existing R/W, thence;
36. North 88°28'23" West 44.89' to the beginning containing 78.43 acres.

Being the same property conveyed from Pauline Taylor, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 12, 1981, and recorded in Deed Book 212, Page 380, Mason County Clerk's Office.

Tract SP-6

That certain tract of land situated in Mason County, Kentucky, on the east side of the South Ripley Road a short distance from Kentucky Highway #8, being bounded on the North by Charles Hutchings, on the East by Phillips, on the South by Loyd, and on the West by South Ripley Road, and containing 100 acres. For metes and bounds description see D.B. 164, Page 581, Mason County Court Clerk's records; being more particularly described as follows:

Beginning at a point in the South Ripley Road corner to Loyd; thence with the road center north 4 east 100 feet; thence north 5 west 69 feet; thence north 11-1/2 west 186 feet; thence north 2 east 67 feet; thence north 28 east 227 feet; thence north 15-1/2 east 65 feet; thence north 4 east 200 feet; thence north 2-1/2 west 543 feet to the west terminus of a line of partition established July 14, 1953; thence with the line of partition south 64-1/2 east 934 feet; thence sharply up a hill north 31-1/2 east 330 feet to a 15 inch ash tree; thence south 60 east 2980 feet to the east terminus of the line of partition and in the line of Phillips; thence with the line of Phillips south 9 west 1043 feet to a point in a ravine corner to Phillips and to Loyd; thence up a ravine with the line of Loyd north 62 west 100 feet; thence north 51 west 400 feet; thence north 54 west 100 feet; thence north 56 west 63 feet; thence north 43 west 85 feet; thence north 44 west 65 feet; thence north 58 west 75 feet; thence north 65 west 73 feet; thence north 50-1/2

west 100 feet; thence north 49 west 74 feet; thence crossing to the far side of the ravine south 41 west 38 feet; thence north 54 west 100 feet; thence north 56 west 100 feet; thence north 60-1/2 west 100 feet; thence north 60 west 88 feet; thence north 63 west 100 feet; thence north 77 west 143 feet; thence north 58 west 100 feet; thence north 69 west 67 feet; thence south 79-1/2 west 100 feet; thence south 80-1/2 west 300 feet; thence south 83 west 132 feet; thence crossing the ravine to the near side north 7 west 31 feet; thence south 83 feet west 86 feet; thence north 80 west 964 feet, thence crossing the ravine again to the far side south 10 west 28 feet; thence north 73 west 551 feet to the point of beginning, and containing 100 acres.

Being the same property conveyed from Jessie L. Kerr, et al, to East Kentucky Power Cooperative, Inc. by Deed dated November 15, 1979, and recorded in Deed Book 207, Page 621, Mason County Clerk's Office.

Tract SP-7

Beginning at a p.k. nail in the centerline of the South Ripley Road being N434916.468 E2116150.981 Ky State Plane Coordinate System (North Zone), approximately 1/2 mile North of Ky. Highway 8, thence meandering with the centerline of said road;

1. North 02°32' East 303.04' to a p.k. nail, thence;
2. North 13°35' East 57.11' to a p.k. nail, thence;
3. North 26°04' East 64.67' to a p.k. nail, thence;
4. North 32°43' East 780.11' to a p.k. nail, thence;
5. North 31°06' East 295.40' to a p.k. nail in the centerline of the intersection of Tuckahoe Turnpike and a gravel road known as Peggs Hill Road, thence with the meanderings of centerline of gravel road;
6. South 65°22' East 85.63' to a concrete nail, thence;
7. South 73°56' East 62.53' to a point in the centerline of the road, thence;
8. South 76°30' East 133.68' to a concrete nail, thence;
9. South 73°42' East 88.24' to a point in the centerline of a gravel road, thence;
10. South 65°17' East 56.64' to a concrete nail, thence;
11. South 57°57' East 42.46' to a concrete nail, thence;
12. South 52°37' East 45.56' to a point in the centerline of a gravel road, thence;
13. South 44°54' East 53.10' to a concrete nail, thence;
14. South 38°05' East 44.08' to a concrete nail, thence;
15. South 33°03' East 42.75' to a point in the centerline of a gravel road, thence;
16. South 25°53' East 74.26' to a concrete nail, thence;
17. South 19°29' East 153.06' to a concrete nail, thence;
18. South 29°49' East 59.40' to a point in the centerline of a gravel road, thence;
19. South 43°32' East 48.54' to a concrete nail, thence;
20. South 52°49' East 47.32' to a concrete nail, thence;
21. South 60°02' East 45.61' to a point in the centerline of gravel road, thence;
22. South 67°59' East 50.53' to a p.k. nail, thence;
23. South 75°34' East 240.12' to a point in the centerline of gravel road, thence;
24. South 81°57' East 107.06' to a p.k. nail, thence;
25. South 82°37' East 351.64' to a point in the centerline of gravel road, thence;
26. North 84°39' East 59.27' to a p.k. nail, thence;
27. North 76°34' East 112.27' to a p.k. nail, thence;



28. South 83°18' East 33.68' to a point in the centerline of gravel road, thence;
29. South 48°41' East 41.18' to a p.k. nail, thence;
30. South 43°28' East 69.88' to a p.k. nail, thence;
31. South 52°21' East 49.47' to a point in the centerline of gravel road, thence;
32. South 55°52' East 57.95' to a p.k. nail, thence;
33. South 58°16' East 188.87' to a p.k. nail, thence;
34. South 53°51' East 50.44' to a point in the centerline of gravel road, thence;
35. South 55°17' East 124.12' to a p.k. nail, thence;
36. South 59°24' East 56.43' to a point in the centerline of gravel road, thence;
37. South 62°49' East 261.76' to a p.k. nail, thence;
38. South 60°29' East 54.61' to a point in the centerline of gravel road, thence;
39. South 53°23' East 62.05' to a concrete nail, thence;
40. South 53°03' East 95.25' to a concrete nail, thence;
41. South 56°42' East 41.24' to a concrete nail, thence;
42. South 61°20' East 51.11' to a point in the centerline of gravel road, thence;
43. South 64°56' East 54.95' to a concrete nail, thence;
44. South 66°37' East 272.28' to a point in the centerline of gravel road; thence;
45. South 68°25' East 85.73' to a p.k. nail, thence;
46. South 71°36' East 163.39' to a point in the centerline of gravel road, common corner to Wallingford, thence with the division line of Bay and Wallingford;
47. South 12°32' East 1277.92' to an iron pin in the fence corner to East Kentucky Power and Kerr, thence with the division line of this tract and Kerr, thence;
48. North 61°29' West 2956.70' to an iron pin in the fence, thence;
49. South 33°58' West 329.03' to an iron pin in the fence, thence;
50. North 48°04' West 317.19' to an iron pin in the fence, thence;
51. North 72°11' West 627.93' to the beginning containing 107.26+/- acres.

Being the same property conveyed from George L. Bay, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 14, 1980, and recorded in Deed Book 209, Page 601, Mason County Clerk's Office.

Tract SP-8

Tract 3A. Beginning at a p.k. nail in the center of Peggs Hill Road, said point approximately .70 of a mile from Tuckahoe Turnpike Road thence with the meanderings of the centerline of Peggs Hill Road, and the line of George Bay;

1. North 71°36' West 163.39' to a p.k. nail, thence;
2. North 68°25' West 85.73' to a point in the road, thence;
3. North 66°37' West 272.28' to a p.k. nail, thence;
4. North 64°56' West 54.95' to a point in the road, thence;
5. North 61°20' West 51.11' to a p.k. nail, thence;
6. North 56°42' West 41.23' to a p.k. nail, thence;
7. North 53°03' West 95.25' to a p.k. nail, thence;
8. North 55°23' West 62.05' to a point in the road, thence;
9. North 60°29' West 54.61' to a p.k. nail, thence;
10. North 62°49' West 261.76' to a point in the road, thence;
11. North 59°24' West 56.43' to a p.k. nail, thence;
12. North 55°17' West 124.12' to a p.k. nail, thence;
13. North 53°51' West 50.44' to a p.k. nail, thence;

14. North 58°16' West 188.87' to a p.k. nail, thence;
15. North 55°52' West 57.95' to a point in the road, thence;
16. North 52°21' West 49.47' to a p.k. nail, thence;
17. North 43°28' West 69.88' to a p.k. nail, thence;
18. North 44°19' West 24.17' to a p.k. nail, corner to Vernon Huber, thence with the existing division line fence;
19. North 28°28' West 247.18' to a fence post, thence;
20. North 34°50' West 208.56' to an iron pin, in fence line, said point being 100 ft. right of RR station 2610, thence with the severance line;
21. South 72°06' East 315.96' to an iron pin, said point being 200 ft. right of RR station 2607, thence;
22. South 62°19' East 1154.80' to an iron pin, said point being 200 ft. right of RR station 2595, thence;
23. South 71°51' East 570.66' to an iron pin, said point being 150 ft. right of RR station 2590 and common corner to Wallenford;
24. South 14°51' West 71.79' to a 24" Maple tree in the fence line, thence;
25. South 13°00' West 377.18' to the beginning containing 16.18 +/- acres.

Being the same property conveyed from Larue Chamblin, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 15, 1979, and recorded in Deed Book 207, Page 399, Mason County Clerk's Office.

Tract SP-9

Tract 1. Beginning at a point in the R/W of Ky. 8, being N437057.704 E 2120698.070 Ky. State Plane Coordinates System (North Zone), point also a corner to Tract 3, thence with the division line of this tract and Tract 3;

1. South 50°47' West 249.86' to an iron pin, thence;
2. South 37°36' East 211.39' to an iron pin, thence;
3. South 54°57' East 368.38' to an iron pin, thence;
4. South 57°36' East 110.36' to an iron pin, thence;
5. South 52°54' East 469.82' to an iron pin, thence;
6. South 42°04' East 241.15' to an iron pin, common corner of this tract and tract 3 and tract 2, thence continuing with the division line of this tract and tract 2;
7. South 44°00' East 309.59' to an iron pin, thence;
8. South 38°18' East 169.72' to an iron pin, thence;
9. South 31°32' East 118.61' to an iron pin, thence;
10. South 28°33' East 207.31' to an iron pin, thence;
11. South 24°48' East 164.60' to an iron pin, thence;
12. South 19°20' East 171.34' to an iron pin, common corner of this tract and tract 2 and lands of East Kentucky Power, thence with the division of this tract and the lands of East Kentucky Power;
13. North 75°03' West 1250.91' to an iron pin in the fence, common corner of this tract and the lands of Wallingford, thence with the division line fence;
14. North 78°47' West 149.82' to a fence post, thence;
15. North 74°12' West 581.41' to an iron pin, common corner to this tract and the lands of Wallingford and Chamblin, thence with the division line fence of Chamblin;
16. North 25°50' East 2.12' to a fence post, thence;

17. North 13°14' East 482.09' to an iron pin in the fence, thence;
18. North 84°17' West 63.64' to an iron pin in the fence, thence;
19. North 12°09' East 273.70' to an iron pin in the fence, thence;
20. North 55°35' West 354.77' to a fence post, thence;
21. North 56°39' West 31.25' to a fence post, thence;
22. North 50°40' West 303.01' to an iron pin in the fence, thence;
23. North 34°52' West 490.81' to an iron pin in the fence, thence;
24. North 37°20' West 1182.52' to a 12" hackberry in the fence, thence;
25. North 20°40' West 15.04' to a 6" Hackberry in the fence, thence;
26. North 40°44' West 157.53' to a 3" Hackberry in the fence, thence;
27. North 56°13' West 9.62' to a 6" Hackberry in the fence, thence;
28. North 75°45' West 199.36' to a 12" Hackberry in the fence, thence;
29. North 57°15' West 85059' to a 5" Hackberry in the fence, thence;
30. South 72°21' West 284.11' to an 8" Hackberry in the fence, common corner to this tract and the lands of Chamblin and Denham, thence with the line of Denham;
31. North 27°34' West 63.84' to a 6" Elm in the fence, thence;
32. North 39°13' West 55.84' to a fence post, thence;
33. North 45°39' West 193.36' to a 36" Maple in the fence, thence;
34. North 44°41' West 159.30' to a 10" Hackberry in the fence, thence;
35. North 43°32' West 348.79' to an iron pin in the fence, thence;
36. South 82°36' West 364.35' to an iron pin in the fence, thence;
37. North 06°09' East 130.14' to a 3" Hickory in the fence, thence;
38. North 13°45' East 56.17' to an iron pin in the fence, thence;
39. North 13°42' East 314.98' to an iron pin in the fence, thence;
40. North 36°02' West 286.05' to an 18" Locust in the fence, thence;
41. North 34°07' West 392.57' to an iron pin in the fence, thence;
42. North 53°42' East 309.80' to an iron pin in the fence, thence;
43. North 66°19' East 50.28' to an iron pin in the fence, thence;
44. North 54°46' East 393.61' to an iron pin in the fence, thence;
45. South 34°22' East 995.72' to an iron pin in the fence, thence;
46. North 46°22' East 172.00' to a point in the R/W of Ky. Highway 8, thence with the R/W of Ky. 8;
47. South 34°00' East 454.76' to a point in the R/W, thence;
48. South 35°40' East 277.80' to a point in the R/W, thence;
49. North 50°44' East 20.00' to a point in the R/W, thence;
50. South 39°16' West 398.74' to a point in the R/W, common corner of this tract and tract 4, thence with the division line of this tract and tract 4;
51. South 30°09' West 103.92' to an iron pin, thence;
52. South 49°38' East 216.37' to an iron pin, thence;
53. North 43°16' East 68.89' to a point in the R/W of Ky. 8, thence continuing with the R/W of Ky. 8;
54. South 39°16' East 210.84' to a point in the R/W, thence;
55. South 50°44' West 20.00' to a point in the R/W, thence;
56. South 39°16' East 500.00' to a point in the R/W, thence;
57. South 50°44' West 10.00' to a point in the R/W, thence;
58. South 40°33' East 103.38' to a point in the R/W, thence;
59. South 43°32' East 103.65' to a point in the R/W, thence;
60. South 46°32' East 103.65' to a point in the R/W, thence;
61. South 49°32' East 103.65' to a point in the R/W, thence;

62. South 52°32' East 103.65' to a point in the R/W, thence;
63. South 55°32' East 103.65' to a point in the R/W, thence;
64. South 57°40' East 44.85' to a point in the R/W, thence;
65. South 58°20' East 156.80' to a point in the R/W, thence;
66. North 31°40' East 20.00' to a point in the R/W, thence;
67. South 58°20' East 616.96 to the beginning containing 113.03 +/- acres.

Being the same property conveyed from Mary Hayden Hester, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 29, 1979, and recorded in Deed Book 208, Page 215, Mason County Clerk's Office.

Tract SP-10

Beginning at an iron pin in the R/W of Ky 8, said point being N437657.892, E2119933.416 Ky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A,

1. North 40°16' East 209.48 to a point in the R/W of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A,
2. South 05°57' West 239.25' to an iron pin in the R/W of Ky. 8, thence leaving the common line with Parcel 5A and with the R/W of Ky 8;
3. North 54°46' West 135.45' to the beginning containing 0.32 +/- acres.

Being the same property conveyed from Willie E. McLain, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 20, 1980, and recorded in Deed Book 208, Page 303, Mason County Clerk's Office.

Tract SP-11

Beginning at an iron pin in the North R/W of Ky 8, said point being N437657.892, E 2119933.416 Ky State Plane Coordinate System (North Zone), thence with the R/W of Ky 8;

1. North 49°45' West 32.52 ft. to a point in the North R/W of Ky 8, corner to parcel 4A, said point also point in R/W of Spur Track, thence with the R/W of Spur Track;
2. North 13°58' East 143.36 ft. to a point in R/W of Spur Track, thence;
3. North 05°57' East 100.00 ft. to a point in R/W of Spur Track, thence;
4. North 01°55' West 132.04 ft. to an iron pin common corner to Parcel 4A and Lot 3, thence with the division line of this parcel and Lot 3;
5. North 34°07' East 109.24 ft. to a point in the center of Lawrence Creek, thence with the centerline of Lawrence Creek;
6. North 85°29' East 148.96 ft. to a point in the centerline of Lawrence Creek, also a point in the R/W of Spur Track, thence with the R/W of Spur Track;
7. South 05°57' West 260.93 ft. to a point in R/W of Spur Track, common corner to Parcel 5A, thence with the division line of Parcel 5A;
8. South 40°16' West 97.52 ft. to a point in R/W of Spur Track, common corner to Parcel 5A and Parcel 5B, thence with line of Parcel 5B;
9. South 40°16' West 209.48 ft. to the beginning containing 1.60 +/- acres.

Being the same property conveyed from James Raymond Hayden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 21, 1980, and recorded in Deed Book 212, Page 679, Mason County Clerk's Office.

Tract SP-12

Beginning at a point in the right of way of Kentucky 8, being N435291.360 E 2122718.617 Ky State Plane Coordinate System (North Zone), said point also being in the center of center line of Lawrence Creek; South 67 deg. 13' West 25.16' to a point in the center of said creek; thence South 11 deg. 22' West 68.15 feet to a point in the center of said creek; thence South 10 deg. 51' West 99.39 feet to a point in the center of said creek; thence South 16 deg. 08' West 200.11 feet to a point in the center of said creek, common corner of this tract and the lands of DuPont DeNemours and East Kentucky Power, thence continuing with the line of East Kentucky Power; North 72 deg. 32' West 229.68 feet to an iron pin, in the fence; thence North 65 deg. 34' West 12.53 feet to an iron pin, in the fence; thence North 69 deg. 23' West 16.390 feet to an iron pin in the fence; thence North 78 deg. 58' West 195.13 feet to an iron pin common corner to this tract and tract 1 and East Kentucky Power, thence with the division line of this tract and tract 1; North 19 deg. 20' West 171.43 feet to an iron pin; thence North 24 deg. 48' West 164.40 feet to an iron pin; thence North 28 deg. 33' West 207.31 feet to an iron pin; thence North 31 deg. 32' West 118.61 feet to an iron pin; thence North 38 deg. 18' West 169.72 feet to an iron pin; thence North 44 deg. 00' West 309.59 feet to an iron pin, common corner of this tract and tract 1 and tract 3, thence with the division line of tract 3; North 46 deg. 18' East 137.32 feet to a point in the right of way of Kentucky 8, thence with the said right of way South 31 deg. 28' East 103.70 feet to a point in the right of way; thence South 32 deg. 45' East 67.57 feet to a point in the right of way; thence South 36 deg. 01' East 105.56 feet to a point in the right of way; thence South 44 deg. 01' East 105.56 feet to a point in the right of way; thence South 48 deg. 01' East 105.56 feet to a point in the right of way; thence South 52 deg. 01' East 105.56 feet to a point in the right of way; thence South 56 deg. 14' East 105.56 feet to a right of way; thence South 64 deg. 01' East 105.56 feet to a point in the right of way; thence South 68 deg. 01' East 105.56 feet to a point in the right of way; thence South 70 deg. 42' East 34.00 feet to a point in the right of way; thence South 71 deg. 19' East 72.60 feet to a point in the right of way; thence South 18 deg. 41' West 5.00 feet to a point in the right of way; thence South 71 deg. 09' East 135.00 feet to the beginning, containing 7.55 acres, more or less.

Being the same property conveyed from Trans-Ash, Inc. to East Kentucky Power Cooperative, Inc. by Deed dated November 29, 1988, and recorded in Deed Book 233, Page 495, Mason County Clerk's Office.

Tract SP-13

Tract No. 1, Parcel 1: That certain tract or parcel of land lying and being in Charleston Bottoms on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows:

Beginning at a fence post, corner to James Peggs;

thence S 12 W 18.1 poles to a fence post;

thence S 10 W 27 poles to a stake;

thence S 13 W 4.5 poles to a tree;

thence S 18 W 15.1 poles to a post;

thence S 14 W 15.3 poles to a post on the north side of a hollow, corner to Peggs and Mrs. C. D. Bacon;

thence down the branch, crossing same to the south side with Bacon's line;

thence following S 45¼ E 19.1 poles

S 60 E 15 poles  
S 78 E 10.6 poles  
S 81½ E 16.6 poles  
N 68½ E 7.5 poles  
N 82¾ E 44 poles  
N 73½ E 12 poles  
N 68½ E 8.7 poles to a fence post;  
thence crossing the branch to the north side N 6 E 3.6 poles to a fence post;  
thence down the branch S 84½ E 40.6 poles,  
S 64½ E 29.4 poles to a point on the west bank of Lawrence Creek;  
thence down said creek and in the center thereof  
N 30 E 18.8 poles  
N 6 ½ W 10.2 poles  
N 9 ½ E 10.8 poles  
N 24 W 20.5 poles  
N 35 W 10.1 poles  
N 44 ½ E 7.7 poles, this line crosses the T. P. road under the bridge;  
thence N 23 ¼ W 26 poles to an elm tree on the north bank of Lawrence Creek corner to Joe Pollitt; thence with his line and leaving the creek  
S 87 ¾ 12 poles  
S 85 ½ W 16 poles  
S 87 ½ W 18.5 poles, this line crosses the T.P. road to James Peggs' line;  
thence with his line S 86 W 58.5 poles to a fencepost; thence  
N 89 ½ W 12.1 poles,  
N 87 ¼ W 74 poles to the beginning, containing 112.76 acres.

Parcel 2: A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips;  
thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in the drain;  
thence at a right angle of approximately 45 degrees and in a northwest direction from said point of the Peggs Hill Road;  
thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning, containing 1.05 acres.

This property is subject, however, to all existing and apparent roads and easements and to the Meldahl Dam easement of record in Mason County Deed Book 166, Page 89.

Tract II: Beginning at a large sycamore on the west margin of Lawrence Creek near to and below the mouth of Loyd's still house branch, and running up said branch N 72 W 33 poles to a stake to a letter A, on the plat filed in the Mason Circuit Court in the chancery action of Joseph Martin administration versus Lewis martin, et al., in 1851; thence W 33 ½ poles to a stake in Pierce's line, letter B on plat; thence S 2 poles to B on plat; thence S 76 W 50 poles to a white walnut, corner to B. Loyds; thence with his land S 2 W 106 poles to a white walnut, another corner, to said Loyd near Carpenter's Mill Road; thence down said road in the center thereof N 75 ¼ E 42 poles

N 82 ½ E 48 poles  
N 73 E 18 poles  
N 58 ½ E 50 poles to the center of the creek near ford; thence down the creek N 49 W 18 poles  
N 1 ½ E 14 poles  
47 W 24 poles;  
N 10 ½ W 17 poles to the beginning and containing 79 acres, 1 rod and 26 poles.

Tract III: A certain tract of land lying on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows:

Beginning at a stake in the center of the turnpike, corner to Martin Cooney; thence with his line N 85 ¾ E 48 poles to the center of Lawrence Creek; thence with the center of Lawrence Creek N 25 ¼ E 12.6 poles,  
N 35 W 21.6 poles,  
N 35 ½ E 11.2 poles,  
N 81 ¾ E 19.7 poles  
N 32 ¼ E 9.3 poles  
N 40 W 19 poles  
N 67 W 6.6 poles  
S 57 ½ W 7 poles  
S 36 ½ E 15.3 poles  
N 67 ¾ W 15.5 poles  
N 19 ½ W 5.4 poles  
N 16 E 12.5 poles to a stake in the center of creek, corner to land retained by Huber; thence leaving the creek and up a big hill  
N 76 ¼ W 104.3 poles to a gate post, corner to Peggs and in line of land retained by Huber; thence with Peggs' line down the hill S 3 W 53.5 poles to the center of the pike; thence following the center of the pike N 85 ¼ E 12 poles,  
S 79 E 33 poles  
S 75 1/8 E 17 poles  
S 41 ¾ E 16.4 poles  
S 6 ½ E 17 poles  
S 24 E 9.8 poles to the beginning containing 47 acres, 3 quarters and 36 poles. Subject to the right of passways.

Being the same property conveyed from John A. Bresline, Jr. to East Kentucky Power Cooperative, Inc. by Deed dated April 6, 1978, and recorded in Deed Book 202, Page 335, Mason County Clerk's Office.

Tract SP-14

Beginning at fig. 1 on the plat B on file in the suit of Julia A. Broshears vs. Mary E. Margan, et als., in the Mason County Circuit Court, a corner to Isaac Peggs land; thence East to the center of said turnpike road to Isaac Peggs line; thence with said line to the beginning, and bounded on the North and east by said turnpike road, on the South and West by Isaac Peggs land, containing ¼ of an acre, more or less,

Being the same property conveyed from Virgil Dermon, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 19, 1979, and recorded in Deed Book 206, Page 89, Mason County Clerk's Office.

Tract SP-15

Parcel No. 2. All that certain tract of land situated in Mason County, Kentucky, about six miles Northwest of Maysville, Kentucky, on the Blue Run and Anderson Ferry turnpike, and bounded as follows:

Beginning at a post, corner to Mrs. Eva Huber and W. O. Sidwell; thence N 75 deg. 45 min. W 730 feet to a stone; thence along Sidwell's line S 12 deg. 40 min. W 1962 feet to a stone, corner to Martin Cooney and C. D. Bacon; thence along Cooney's line S 88 deg. 15 min. E 2412 feet to center of Blue Run turnpike; thence along center of pike N 23 deg. 00 min. W 175 feet; thence N 5 deg. 00 min. W 206 feet; thence N 20 deg. 45 min. W 1200 feet, 41 deg. 00 min. W 234 feet; thence N 60 deg. 15 min. W 41 deg. 00 min W. 234 feet; thence N. 60 deg. 15 min. W 67 feet; thence N 75 deg. 30 min. W 251.5 feet to center of bridge; thence up a ravine N 87 deg. 00 min. W 292 feet to an elm tree; thence N 89 deg. 30 min. W 435 feet to a stake corner to widow Simons; thence N 2 deg. 30 min. E 944 feet to place of beginning, containing 57.67 acres, more or less.

There is however excepted out of the above tract of land that parcel of land conveyed Clarence Phillips by James H. Peggs and Sudie L. Peggs, his wife, by deed dated February 1, 1957, recorded in Deed Book 156, page 376, Mason County Court Clerk's Office records, and more particularly described as follows:

A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips; thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in a drain; thence at a right angle of approximately 45 degrees and in a northwest direction from said point 650 feet along a drain to a point in the center of the Peggs Hill Road; thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning.

Being the same property conveyed from James Raymond Haden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 1, 1979, and recorded in Deed Book 205, Page 569, Mason County Clerk's Office.

Tract SP-16

Tract I. A certain tract of land lying in Mason County, Kentucky, on the South Ripley Turnpike and bounded as follows:

Beginning at a point in the center of the turnpike corner to said Huber, thence dividing the pike equally S 12 W 16 poles S  $\frac{3}{4}$  E 13.4 poles to a point in the forks of the turnpike; thence dividing the South Ripley Turnpike equally S 58  $\frac{3}{4}$  E 4  $\frac{1}{2}$  poles; S 76  $\frac{3}{4}$  E 17  $\frac{1}{2}$  poles; S 59 E 10 poles S 36  $\frac{1}{4}$  E  $\frac{3}{4}$  9.2 poles; S 19  $\frac{1}{2}$  E 15.1 poles, S 52  $\frac{3}{4}$  E 9.2 poles, S 74  $\frac{7}{8}$  e 16 poles; s 83 E 25 poles S 76  $\frac{1}{2}$  E 5.2 poles N 76  $\frac{1}{2}$  E 12 poles to a stake north of the pike, and corner to Huber; thence with his line to a fence up a branch N 24  $\frac{1}{2}$  W 7 poles to an elm; N 32  $\frac{1}{4}$  W 6  $\frac{1}{2}$  poles; N 35  $\frac{1}{2}$  W 13 N 39  $\frac{1}{4}$  W 10 poles N 38  $\frac{1}{2}$  W 8 poles N 47  $\frac{1}{2}$  W 8 poles N 35  $\frac{5}{8}$  W



poles N 74 ½ W 21 poles to a point on the water gap three feet west of a honey locust containing 25 acres, 1 quarter and 21 poles.

There is excepted from the above tract a small piece of land about one half acre which is reserved by grantor, and which is on grantor's side of the new fence built by him to straighten line or fence, and the new fence is the line between said tract and grantor.

Tract II. Parcel No. 1. All that certain tract or parcel of land situated on the waters of Lawrence Creek, Mason County, Kentucky, bounded as follows: Situated near the Tuckahoe Road and bounded by a line beginning at a stake southeast corner of the "Still House" tract; thence N 4 ¼ E 106 poles to a stake at creek, corner to Foley; thence up the branch S 81 W 26.6 poles to a stone; thence N 71 W 2.2 poles; thence S 85 ½ W 7.6 poles to a stone; thence N 64 ½ W 11.4 poles; thence N 58 W 24 poles and 18 links to a stone, Holton's corner; thence S 12 ½ W 44 poles 12 links to a ravine; thence up said ravine S 68 ¾ W 10.4 poles to a stone; thence S 35 W 18.8 poles to a stone in the branch; thence S 4 ½ W 18 poles; thence S 34 W 24 poles; thence S 80 ½ E 35 poles to a stone at Holton's corner; thence S 77 E 91 poles to the beginning, containing 60 acres 34 poles.

Parcel No. 2. Tract 1. All those two certain tracts or parcels of land lying in Plugtown precinct, Mason County, Kentucky, the first beginning at a gate post corner to Mrs. Lloyd's dowry and to C. F. Loyd N 77 W 97 poles 5 links to a stake standing 5 links north of a large locust tree; thence with George Coffee line S 41 ½ W 37 poles to the center of the turnpike; thence down the road S 55 E 20 poles 8 links; thence S 44 E 6 poles to the center of the pike corner to Wm Marshall; thence S 26 ½ W 6 poles 15 links to a stake; thence S 77 ¾ E 23 poles 5 links to the center of the turnpike corner to W. L. Moran; thence S 77 ¾ E 19 poles 4 links to a flat rock on the hillside, corner to C. F. Loyd; thence with his line N 36 ½ E 55 poles 12 links to the beginning, containing 24 acres 1 rood, 10 poles.

Second Tract. That certain parcel of land which was set off as the dower tract in the division of the lands of Richard Loyd, deceased, plat of which is recorded in Deed Book 95, Page 463, in the records of the Clerk of Mason County Court, said land being bounded on the north by other lands of Mrs. Mary Foley and children, and on the east by tracts No. 2 and part of No. 3 as shown on said plat, on the south by tract No. 1, above tract, on the west by Geo. Coffee, now D. Slattery, and containing 32 ¼ acres.

Being the same property conveyed from William W. Hord, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 23, 1979, and recorded in Deed Book 208, Page 276, Mason County Clerk's Office.

Tract SP-17

On the North by the Ohio River, on the East by the lands now or formerly owned by A. C. Duke, T. A. Duke, F. Rosser and T. Hopkins; on the South by the Maysville-Dover Road (Kentucky Highway #8), a Mason County Road, and the lands now or formerly owned by Ben Chivis; on the West in its entirety, by Lawrence Creek.

Excepting thereout and therefrom the right of way of the Chesapeake and Ohio Railway Company.

Containing within said bounds 929.041 acres of land, be the same more or less (exclusive of the right of way of the Chesapeake and Ohio Railway Company).

Being the same property conveyed from E. I. Du Pont De Nemours and Company to East Kentucky Power Cooperative, Inc. by Deed dated June 29, 1971, and recorded in Deed Book 185, Page 269, Mason County Clerk's Office.

THERE IS EXCEPTED from the above tract, the following three parcels, the first of which was conveyed from East Kentucky Power Cooperative, Inc. to Charleston Bottoms Rural Electric Cooperative Corporation by Deed dated June 19, 1973, and recorded in Deed Book 190, Page 139, Mason County Clerk's Office:

TRACT NO. 1: - All that part of a certain tract or tracts of land lying south of the Ohio River and north of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northerly right-of-way line of the Chesapeake and Ohio Railway Company and said point also being 40.0 feet right (north) and radially opposite approximate station 9401+64.7 on the centerline of the westbound main track of said railroad and said point further being a corner common to the Chesapeake and Ohio Railway Company, to the land now or formerly owned by A. C. Duke, and to the property herein being described and said point still further being in the westerly right-of-way line of Kentucky Utilities Company; thence, running northwesterly along the north right-of-way line of said railroad 40.0 feet from (north) and parallel to a  $0^{\circ} 30'$  curve on the centerline of the westbound main tract for a distance of 5099.2 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (north) and radially opposite approximate station 9452+46.2 on the centerline of the westbound main tract of said railroad; thence, continuing along same said north right-of-way line  $N 72^{\circ} 02' W$  for 716.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9459+60 on the centerline of the westbound main tract of said Chesapeake and Ohio Railway, and said point further being  $S 10^{\circ} 35' 58'' W$ , a distance of 3.1 feet from a set concrete monument; thence, continuing along the north right-of-way line 70.0 feet from (north) and parallel to a  $0^{\circ} 30'$  curve on the centerline of the westbound main track for a distance of 240.83 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite approximate station 9462+00 on the centerline of the westbound main tract of said railroad; thence, running  $N 77^{\circ} 30' W$  along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to the centerline of the west bound main track for a distance of 4740.0 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite station 9509+40 on the centerline of the westbound main tract of said railroad; thence, continuing along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to a spiral and a  $1^{\circ} 45'$  curve on the centerline of the westbound main tract of said railroad a distance of 649.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9516+04 on the centerline of the westbound main track of said railroad and said point further being in the centerline of Lawrence Creek; thence, running  $N 13^{\circ} 15' E$  along the centerline of Lawrence Creek, a distance of 125.0 feet, more or less, to a point in the centerline of Lawrence Creek and said point also being in the Ohio River; thence, along the Ohio River and the meanders thereof as follows:

S76°45'E a distance of 416.0 feet; thence,  
S77°00'E a distance of 420.2 feet; thence,  
S80°15'E a distance of 700.0 feet; thence,  
S79°45'E a distance of 611.0 feet; thence,  
S74°15'E a distance of 890.5 feet; thence,  
S73°45'E a distance of 700.0 feet; thence,  
S77°15'E a distance of 523.0 feet; thence,  
S78°30'E a distance of 500.0 feet; thence,  
S84°45'E a distance of 375.0 feet; thence,  
S74°15'E a distance of 144.0 feet; thence,  
S82°08'02" E a distance of 493.35 feet; thence,  
S88°10'11" E a distance of 797.45 feet; thence,  
S82°26'13" E a distance of 841.19 feet; thence,  
S81°45'40" E a distance of 523.77 feet; thence,  
S80°25'44" E a distance of 312.08 feet; thence,  
S82°26'15" E a distance of 420.59 feet; thence,  
S75°36'21" E a distance of 407.72 feet; thence,  
S83°43'24" E a distance of 317.84 feet; thence,  
S78°09'15" E a distance of 244.52 feet; thence,  
S67°35'29" E a distance of 363.00 feet; thence,  
S76°58'36" E a distance of 409.78 feet; thence,  
S67°38'18" E a distance of 50078 feet; thence,  
S62°25'46" E a distance of 400.24 feet; thence,

continuing along the Ohio River and the meanders thereof S51°02'21" E for a distance of 411.86 feet, more or less, to a point in said river and said point also being N 24°15'E, a distance of 160.0 feet from a concrete monument and said point further being a corner common to the land now or formerly owned by A. C. Duke and the property herein being described and said point still further being in the westerly right-of-way line of the Kentucky Utilities Company; thence, running along the property line between the land now or formerly owned by A. C. Duke and the property herein being described and also being along the westerly right-of-way line of Kentucky Utilities Company S24°15'W for a distance of 1736.46 feet, more or less, to the point of beginning; containing 151.559 acres, more or less.

The plans showing the locations of the centerline stations of the westbound main track of the railroad referred to herein, are on file at The Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

TRACT NO.2: - All that part of a certain tract or tracts of land lying south of the Chesapeake and Ohio Railway and north of Kentucky Highway #8, and being more particularly described as follows, to-wit:

BEGINNING at the point of intersection of the southerly right-of-way line of the Chesapeake and Ohio Railway Company and the centerline of Lawrence Creek and said point also being 130.0 feet left (south) and radially opposite approximate station 9515+57 on the centerline of the westbound main track of said railroad; thence, running along the southerly right-of-way line of said railroad 130.0 feet from (south) and parallel to a 1°45' curve on the centerline of the westbound main track of said railroad a distance of 130.0 feet, more or less, to a point in said right-of-way line and said point also being 130.0 feet left (south) and radially opposite station

9514+32 on the centerline of the westbound main track of said railroad; thence, continuing along the southerly right-of-way line of said railroad N82°32'E a distance of 113.3 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and radially opposite station 9513+32 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 85.0 feet from (south) and parallel to a 1°45' curve and related spiral for a distance of 402.17 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and directly opposite station 9509+40 on the centerline of the westbound main track of said railway; thence, running S77°30'E along the same south right-of-way line 85.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad a distance of 208.0 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet from (south) and directly opposite station 9507+32 on the centerline of the westbound main track of the same said railroad; thence, running S86°08'E along said right-of-way line a distance of 101.12 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet from (south) and directly opposite station 9506+32 on the centerline of the westbound main track of said railroad; thence, running S77°30'E along same said right-of-way line 70.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 1158.0 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and directly opposite station 9494+74, which is directly opposite Mile Post 607 on the centerline of the westbound main track on said railroad; thence, running N12°30'E along said right-of-way line 10.0 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and directly opposite station 9494+74 which is opposite Mile Post 607 on the centerline of the westbound main track of said railroad; thence, running S77°56'14" E along said south right-of-way line for 1310.03 feet to a point in said right-of-way line and said point also being 50.0 feet from (south) and directly opposite station 9481+64 on the centerline of the westbound main track of said railroad; thence, continuing S77°30'E along said right-of-way line 50.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for a distance of 1827.1 feet, more or less, to a point in said right-of-way line and said point also being 50.0 feet left (south) and directly opposite approximate station 9463+36.0 on the centerline of the westbound main track of said railroad; thence, running S5°30"W along said right-of-way line for a distance of 100.3 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet south and directly opposite approximate station 9463+30.8 on the centerline of the westbound main track of said railroad; thence, running S77°30'E along said right-of-way line 100.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 130.8 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and directly opposite approximate station 9462+00 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said south right-of-way line 100.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for 967.0 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and radially opposite station 9452+24.5 on the centerline of the westbound main track of said railroad; thence, running N8°30'E along the same right-of-way line for a distance of 40.5 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9452+30.7 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 60.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for 751.7 feet, more or less, to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, running along said right-of-way line southwesterly and radially opposite station

9444+75 on the centerline of said westbound main track of said railroad a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along the same said south right-of-way line 70.0 feet from (south) and parallel to a  $0^{\circ}30'$  curve on the centerline of the westbound main track of said railroad for a distance of 4958+21 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and radially opposite station 9394+86.31 on the centerline of the westbound main track of said Chesapeake and Ohio Railway Company; thence, running  $N49^{\circ}36'39''W$  for 247.10 feet, more or less, to a point; thence, running  $N56^{\circ}07'50''W$  for 457.60 feet to a point; thence,  $N58^{\circ}54'21''W$  for 572.85 feet to a point; thence,  $N64^{\circ}36'59''W$  a distance of 301.50 feet to a point; thence  $N56^{\circ}59'48''W$  for 300.17 feet to a point; thence,  $N58^{\circ}54'21''W$  a distance of 1100.00 feet to a point; thence  $N59^{\circ}51'38''W$  for a distance of 1000.14 feet to a point; thence  $N77^{\circ}56'53''W$  a distance of 435.86 feet, more or less, to a point; thence, running  $S12^{\circ}46'40''W$  for a distance of 2848.24 feet, more or less, to a point in the north right-of-way line of Kentucky Highway #8 (Maysville-Dover Road SP81-555) and said point also being 40.0 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway; thence, running  $N74^{\circ}13'48''W$  along the north right-of-way line of said highway 40.0 feet from and parallel to the centerline of said highway a distance of 127.8 feet, more or less, to a point in said right-of-way line and said point being 40.0 feet left (north) and directly opposite station 403+00 on the centerline of said highway; thence, running  $N15^{\circ}46'12''E$  along said right-of-way line 25.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and opposite station 403+00 on the centerline of said highway; thence, continuing  $N74^{\circ}13'48''W$  along same said right-of-way line 65.0 feet from (north) and parallel to the centerline of said highway for 950.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, running  $N15^{\circ}46'12''E$  along said right-of-way line for a distance of 10.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, continuing  $N74^{\circ}13'48''W$  along said right-of-way line 75.0 feet from (north) and parallel to the centerline of said highway for 308.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, running  $N15^{\circ}46'12''E$  along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, continuing  $N74^{\circ}13'48''W$  along said right-of-way line 80.0 feet from (north) and parallel to the centerline of said highway for 540.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, running  $S15^{\circ}46'12''W$  along said right-of-way line a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, continuing  $N74^{\circ}13'48''W$  along said right-of-way line 70.0 feet from (north) and parallel to the centerline of said highway a distance of 539.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 379+63 on the centerline of said highway; thence, running  $N45^{\circ}18'32''E$  along said right-of-way line a distance of 34.5 feet to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 379+80 on the centerline of said highway; thence, continuing  $N74^{\circ}13'48''W$  along said right-of-way line 100.0 feet from (north) and parallel to the centerline of said highway for 155.0 feet, more or less, to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 378+25 on the centerline of said road and point further being in the centerline of Lawrence Creek; thence, continuing in the centerline of Lawrence Creek as follows:

N43°00'E a distance of 40.0 feet; thence,  
N12°45"E a distance of 185.0 feet; thence,  
N29°15'W a distance of 139.9 feet; thence,  
N59°15'W a distance of 72.0 feet; thence,  
N75°45"W a distance of 109.8 feet thence,  
S61°45'W a distance of 126.6 feet; thence,  
S51°15'W a distance of 104.0 feet; thence,  
N12°30'W a distance of 431.4 feet; thence,  
N72°15'W a distance of 86.2 feet; thence,  
S66°00'W a distance of 247.0 feet; thence,  
N31°45'W a distance of 137.5 feet; thence,  
N29°30'W a distance of 249.0 feet; thence,  
N10°00'W a distance of 247.00 feet; thence,  
N33°15'W a distance of 104.3 feet; thence,  
N72°15'W a distance of 215.0 feet; thence,  
N21°15'W a distance of 63.5 feet; thence,  
N76°00'E a distance of 427.5 feet; thence,  
N24°45'E a distance of 192.0 feet; thence,  
N49°15'W a distance of 202.3 feet; thence,  
N64°45'W a distance of 392.5 feet; thence,  
S35°30'W a distance of 156.0 feet; thence,  
S11°00'W a distance of 139.0 feet; thence,  
S48°45'W a distance of 185.0 feet; thence,  
S82°30'W a distance of 162.8 feet; thence,  
N26°15'W a distance of 386.3 feet; thence,  
N83°30'W a distance of 275.0 feet; thence,  
N78°30'W a distance of 169.0 feet; thence,  
N46°45'W a distance of 160.0 feet; thence,  
N37°00'W a distance of 229.4 feet; thence,  
N33°45'W a distance of 329.0 feet; thence,  
S86°15'W a distance of 405.0 feet; thence,  
N55°00'W a distance of 112.4 feet; thence,  
N43°00'W a distance of 266.0 feet; thence,  
N32°00'W a distance of 320.0 feet; thence,  
N57°30'W a distance of 217.7 feet; thence,  
N25°45'W a distance of 188.5 feet; thence,  
N0°45'W a distance of 166.0 feet; thence,  
N21°00'W a distance of 335.7 feet; thence,  
N20°30'W a distance of 225.0 feet; thence

continuing N26°45'W along the centerline of Lawrence Creek a distance of 180.0 feet, more or less, to the point of beginning, containing 415.398 acres, more or less.

The plans showing the locations of the centerline station of the westbound main track of the railroad referred to herein are on file at the Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

The plans showing the locations of the centerline stations on the highway referred to herein are on file at the Kentucky Department of Highways in Frankfort, Kentucky.

The second of which was conveyed from East Kentucky Power Cooperative, Inc. to Transcontinental Terminals, Inc. by Deed dated November 19, 1985, and recorded in Deed Book 224, Page 275, Mason County Clerk's Office:

Beginning at a point in the centerline of Kentucky Highway No. 8, approximately 4 miles west of Maysville, Kentucky, at Highway survey station no. 404+27.8±; thence North 12°45'56" W east a distance of 40 feet to the actual right-of-way line and beginning point of the description of the East Kentucky Power Cooperative Industrial Tract and a corner to East Kentucky Power Cooperative power plant site; thence with the said plant site property line for three (3) calls as follows:

North 12°45'56" east a distance of 1,892.63 feet; South 72°45'03" east a distance of 60.00 feet; North 12°56'33" east a distance of 960.94 feet; to a common corner with the said plant site and the East Kentucky Power Cooperative railroad siding; thence with said siding for ten (10) calls as follows:

South 77°56'46" east a distance of 372.67 feet; South 59°16'17" east a distance of 2,469.73 feet; South 64°14'43" east a distance of 229.06 feet; South 02°43'51" east a distance of 47.03 feet; South 53°08'48" east a distance of 485.83 feet; South 50°30'57" east a distance of 348.62 feet, crossing the centerline of a 150 foot wide easement to Kentucky Utilities Company for an electrical power line across the East Kentucky Power Cooperative Industrial Tract; thence with the remaining four (4) calls as follows:

South 16°07'50" east a distance of 79.34 feet; South 60°06'30" east a distance of 71.11 feet; North 42°51'48" east a distance of 173.37 feet; South 50°29'18" east a distance of 260.38 feet; to a common corner to the C&O Railroad's property and the East Kentucky Power Cooperative railroad siding; thence with the C&O right-of-way fence for three (3) calls as follows:

South 43°48'20" east a distance of 319.76 feet; North 51°23'37" east a distance of 3.06 feet; South 41°48'35" east a distance of 503.21 feet; to a common corner with the C&O Railroad's right-of-way and a corner to property now belonging to TTI System (previously owned by T. A. Duke); thence with the TTI property line South 42°01'34" west a distance of 1,405.84 feet to a corner in the north right-of-way line of Kentucky Highway No. 8, point being fifty feet north of said centerline of Kentucky Highway No. 8 and a 1°30" curve; thence with a chord bearing and distance, North 83°17'57" west a distance of 745.42 feet to a point where the right-of-way width is reduced from 50 feet; thence South 11°44'00" west a distance of 10 feet to a point in said curve; thence North 76°14'46" west a chord distance of 217.77 feet to a point in the north right-of-way and the end of said curve of Kentucky Highway No. 8 and being the centerline of the 150 foot Kentucky Utilities easement across Kentucky Highway No. 8 at survey station no. 436+82; thence with the north right-of-way line of Kentucky Highway No. 8 (north right-of-way line at this point being 40 feet) north 74°13'27" west a distance of 3,257.31 feet to the point of beginning and containing 242.12 acres, more or less, as shown on a plat attached to the deed filed of record in Deed Book 224, Page 275, Mason County Clerk's Office.

And the third of which was conveyed from East Kentucky Power Cooperative, Inc. to Stanley Larue Chamblin and June Beckett Chamblin by Deed dated January 8, 1974, and recorded in Deed Book 191, Page 409, Mason County Clerk's Office:

Beginning at a point in the south right-of-way line of the Maysville-Dover Road (Ky. Hwy. #8) at its intersection with the east right-of-way line of a Mason County Road, and said point also being 40.0 feet right (south) and radially opposite approximate station 440+67.9 on the centerline of said Maysville-Dover Road (Ky. Hwy. #8), and said point further being 35.0 feet left (east) and opposite approximate station 0+64.0 on the centerline of said Mason County Road; thence running northeasterly along the south right-of-way line of said Maysville-Dover Road (Ky. Hwy. #8) 40.0 feet from (right) and parallel to a  $1^{\circ}30'$  curve on the centerline of said highway, a distance of 133.4 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence running radially south along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence continuing along the same said right-of-way line 45.0 feet from (right) and parallel to a  $1^{\circ}30''$  curve on the centerline of the same said Maysville-Dover Road (Ky. Hwy. #8) a distance of 151.6 feet, more or less, to a point in the same said south right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 443+50.0 on the centerline of said highway; thence running radially north along same said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point also being 4.0 feet right (south) and radially opposite approximate station 443+50.0 on the centerline of said highway; thence continuing along said right-of-way line 40.0 feet from (right) and parallel to a  $1^{\circ}30''$  curve on the centerline of said highway a distance of 234.5 feet, more or less, to a point in said right-of-way line, and said point also being 40.0 feet right (south) and radially opposite approximate station 445+82.0 on the centerline of said highway; thence running  $S 47^{\circ}29'$  W for a distance of 539.4 feet, more or less, to a point in the property line between the parties of the first part and the land now or formerly owned by A. C. Duke, and said point also being in the centerline of a Mason County Road; and said point further being  $S 47^{\circ}29'' W 30.0$  feet from a concrete monument; thence running along the centerline of said Mason County Road  $N 28^{\circ}50' W$  a distance of 133.7 feet, more or less, to a point in the centerline of said road; thence continuing along the centerline of the same said Mason County Road  $N 14^{\circ}45' W$  a distance of 149.0 feet, more or less, to a point in the centerline of said road, and said point also being station 2+50.0 on the centerline of said road; thence running  $N 75^{\circ}15' E$  and perpendicular to the centerline of said road a distance of 22.0 feet to a point in the left (east) right-of-way line of said county road, and said point also being 22.0 feet left (east) and opposite approximate station 2+50.0 on the centerline of said road; thence running  $N 14^{\circ}45' W$  along the left (east) right-of-way line of said road 22.0 feet from (east) and parallel to the centerline of said road a distance of 128.0 feet, more or less, to a point in said right-of-way line, and said point also being 22.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said county road; thence running along said right-of-way line  $N 75^{\circ}15' E$  and perpendicular to the centerline of said road a distance of 13.0 feet to a point in said right-of-way line, and said point also being 35.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said Mason County Road; thence running  $N 14^{\circ}45' W$  along said right-of-way line 35.0 feet from (left) and parallel to the centerline of said road for a distance of 58.0 feet, more or less, to the point of beginning, containing 2.64 acres, more or less.

Tract SP-18



All of that certain tract of land, designated as Parcel A on that attached plat identified as GS76-1, and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46'40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G 30; thence leaving the existing property line and running N 34° 48'40" W, and with Baseline "A" a distance of 965.03 feet to a point, and said point further being a concrete monument, with brass cap at station 20+25.33 Baseline "A" whose coordinate values are, N 435913.906, E 2124942.100; thence, running N 34° 48'40" W and with Baseline "A" a distance of 1313.42 feet, to a point, and said point further being station 33+38.75 on baseline "A"; thence, leaving Baseline "A", and running S 55° 11'20" W, a distance of 410.00 feet, to a point, and said point further being 338.75 feet left (north) station 15+90 on Baseline "B", and said point further being the Point of Beginning for Parcel A of this instrument; thence, running S 55° 11'20" W, a distance of 211.33 feet, to a point, and said point further being 338.75 feet left (north) station 13+78.67 on Baseline "B"; thence, running N 34° 48'40" W, a distance of 934.75 feet, to a point; thence, running N 55° 11'20" E, a distance of 154.67 feet, to a point, and said point further being 466.66 feet left (west) station 42+73.50 on Baseline "A"; thence, running S 34° 48' 40" E, a distance of 507.25 feet, to a point; thence, running N 55° 11'20" E, a distance of 52.66 feet to a point, and said point further being 414.00 feet left (west) station 37+66.25 on Baseline "A"; thence, running S 34° 48'40" E, a distance of 249.25 feet, to a point; thence, running N 55° 11'20" E, a distance of 4.00 feet, to a point; thence, running S 34° 48'40" E, a distance of 178.25 feet, to the point of beginning; containing 3.852 acres, more or less.

All of that certain tract of land, designated as Parcel B on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charles Bottoms RECC and East Kentucky Power Cooperative; thence running N 12° 46'40"E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34°48'40" W, and with Baseline "A", a distance of 965.03 feet to a point, and said point further being a concrete monument with brass cap at station 20+25.33 Baseline "A" whose coordinate values are N435913.906, E2124942.100, thence, running N 34° 48'40" W, and with Baseline "A" a distance of 304.67 feet to a point, and said point further being station 23+30 on Baseline "A", thence leaving Baseline "A", a running S 55° 11'20" W, a distance of 582.00 feet, to a point, and said point being the Point of Beginning for Parcel B of

this instrument; thence, running S 55° 11'20" W, a distance of 242.00 feet, to a point; thence, running N 34° 48'40" W, a distance of 592.00 feet, to a point, and said point further being 78 feet right (south) station 11+76 on Baseline "B"; thence, running N 55° 11'20" E, a distance of 242.00 feet, to a point, and said point being 78 feet right (south) station 14+18 on Baseline "B", and said point further being 582 feet left (west) station 29+22 on Baseline "A"; thence running S 34° 48'40" E, a distance of 529.00 feet, to the point of beginning, containing 3.289 acres, more or less.

All of that certain tract land, designated as Parcel C on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46'40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34°48'40" W, and with Baseline "A", a distance of 1939.70 feet, to a point, and said point being the intersection of Baseline "A" and Baseline "B", at station 30+00 on Baseline "A" and station 20+00 on Baseline "B"; thence, running N 55°11'20" E, and with Baseline "B", a distance of 179.39 feet to a point, and said point further being a concrete monument, with brass cap at station 21+79.39 Baseline "B" who coordinate values are N436836.478, E2124580.130, thence running N 55° 11'20" E and with Baseline "B", a distance of 766.11 feet, to a point, and said point being station 29+45.50 on Baseline "B"; thence, leaving Baseline "B" and running 3.25 feet to a point, and said point being the Point of Beginning for Parcel C of this instrument; thence, running N 34°48'40" W, a distance of 100.50 feet, to a point; thence, running N 55°11'20" E, a distance of 609.00 feet, to a point; thence, running S 34°48'40" E, a distance of 100.50 feet, to a point, and said point being 3.25 feet left (north) station 35+54.50 on Baseline "B"; thence running S 55°11'20" W, a distance of 609.00 feet, to the point of beginning; containing 1.405 acres, more or less.

Being the same property conveyed from Charleston Bottoms RECC to East Kentucky Power Cooperative, Inc. by Deed dated December 13, 1976, and recorded in Deed Book 198, Page 640, Mason County Clerk's Office.

Tract SP-19

That certain tract or parcel of land situated in Mason County, Kentucky, designated as Lot No. 6 on the Plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, Mason County Clerk's Office.

Being the same property conveyed from Gordon D. Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 1, 1998, and recorded in Deed Book 276, Page 714, Mason County Clerk's Office.

Tract SP-20

Situated in Mason County, Commonwealth of Kentucky, and designated as Lot No. 5 on the plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, of record in the Mason County Clerk's Office.

Exception: There is excepted from the above described property that parcel of land previously conveyed East Kentucky Power Cooperative, Inc., and being more particularly described as follows:

Beginning at an iron pin in the right of way of Kentucky 8, said point being N. 437657.892, E. 211933.416 Kentucky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A, (1) North 40° 16' East – 209.48 feet to a point in the right of way of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A, (2) South 05° 57' West – 239.25 feet to an iron pin in the right of way of Kentucky 8, thence leaving the common line with Parcel 5A and with the right of way of Kentucky 8, (3) North 54° 46' West – 135.45 feet to the beginning containing 0.32+/- acres.

Being the same property conveyed from Wesley M. Vantine to East Kentucky Power Cooperative, Inc. by Deed dated January 31, 1997, and recorded in Deed Book 268, Page 412, Mason County Clerk's Office.

Tract SP-21

Barn Tract: A small parcel of ground with a tobacco barn thereon located on the North side of Kentucky No. 8 across the highway from Parcel No. 1 and being more particularly described as follows:

Beginning at a point in the North right of way of Kentucky Highway No. 8 which point is at station 344+05 common to State of Kentucky, Hester and Hayden; thence N. 31 deg. 20' E. 66 feet to N.E. corner stake of plat common to Hester and Hayden; thence N. 58 deg. 20' W. 135 feet to N.W. corner stake of plat common to Hester and Hayden; thence S. 31 deg. 20' W. 66 feet to right of way at station 342+70 common to State of Kentucky, Hester and Hayden; thence in an Easterly direction with the Highway right of way 135.0 feet to point of beginning and containing .2 acre.

Being the same property conveyed from Boyd Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 16, 1998, and recorded in Deed Book 278, Page 1, Mason County Clerk's Office.

Tract SP-22

PARCEL 1:

All that certain tract or parcel of land conveyed to C.T. and B.F. Marsh, dated April 27, 1896 and recorded in Deed Book 97, page 66, Mason County Court Clerk's Office, being a part of the land conveyed C.T. Marsh and B.F. Marsh by deed from Lucy Keith and als recorded in Deed Book 89, page 443 of said records and bounded as follows:

Situate, lying and being in Mason County, Kentucky, and beginning on the Blue Run Road in Keith's line opposite a stone on the south side of the road planted in the division line; thence with the road and Keith's line N. 74 W. 10 chains and 47 links to a stake; thence N. 72 ¼ W. 21

chains 33 links to a stake standing N. 14 ¼ E. 48 links from a stone planted in the line of the grave-yard; thence S. 14 ¼ W. 6 chains 98 links passing a stone at the southeast corner of the graveyard 28 links to a stake in Stevens' line; thence with said line S 69 ½ E. 10 chains 42 links to a beech tree; thence S 16 ¾ W. 17 chains to a stake on upper side of Walnut stump and 25 links below a buckeye tree; Stevens' corner, in Joe Slack's line thence with Slack's line S 71 ½ E 15 chains and 70 links to a stone corner to B.F. Marsh tract; thence with his line N. 16 ¾ E. 25 chains 22 links to the beginning containing 50 acres 19 poles in which is included the school house lot of 26 square poles, situated in the N-E corner of said tract, subject to all highways.

EXCEPTING that certain parcel of land as was conveyed to James A. Potts, et ux., by deed of Joseph E. Condon, et us., dated the 27<sup>th</sup> day of July, 1979 and of record in Mason County Deed Book 206, page 593.

The said excepted property is herein described as follows:

Being that piece of property in Mason County, Kentucky on the south side of Kentucky Route 8 just west of Borner Co. and just eas of R.E.A. Power Plant and described more particularly as follows:

BEGINNING at a concrete property line marker in the right of way line of Kentucky Number 8, dividing the land of Rosser and Condon; thence N 65° - 33' W 530.5 feet to a stake in the said right of way line, common to Condon and State of Kentucky; thence, at an interior angle of 93° - 48' S 28° 15' W 105.0 feet to a stake, common only to Condon; thence at an interior angle of 127° - 10' S 24° - 25' E 80.0 feet to a stake, common only to Condon; thence at an interior angle of 140° - 18' S. 64° 17' E. 480.1 feet to a stake, common to Rosser and Condon; thence, at an interior angle of 88° - 50' N. 24° - 35' E 169.0 feet to the point of beginning, common to Rosser, Condon and State of Kentucky, this last line forming an interior angle of 89° - 54' with the line first herein described and containing 2.00 acres, more or less.

PARCEL 1 BEING the same property as conveyed to East Kentucky Power Cooperative, Inc. by deed from Marie T. Condon and James A. Potts and Joe Ann Potts, dated the 7<sup>th</sup> day of November, 2003, and of record in Deed Book 300, page 760, Mason County Clerk's office.

PARCEL 2:

Being that piece of property in Mason County, Kentucky, on the south side of Kentucky Route 8 just west of Bowser Morner Co. and Just each of R.E.A. Power Plant and described more particularly as follows:

BEGINNING at a concrete property line marker in the right of way line of Kentucky Number 8, dividing the land of Rosser and Condon; thence, N. 65° - 33' W. 530.5 feet to a stake in the said right of way line, common to Condon and State of Kentucky; thence, at an interior angle of 93° - 48' S. 28° 15' W 105.0 feet to a stake, common only to Condon; thence at an interior angle of 127° - 10' S. 24° - 25' E 80.0 feet to a stake, common only to Condon; thence at an interior angle of 140° - 18' S. 64° 17' E. 480.1 feet to a stake, common to Rosser and Condon; thence, at an interior angle of 88° - 50' N. 24° - 35' E. 169.0 feet to the point of beginning, common to Rosser, Condon and State of Kentucky, this last line forming an interior angle of 89° - 54' with the line first herein described and containing 2.00 acres, more or less.

PARCEL 2 BEING the same property as conveyed to East Kentucky Power Cooperative, Inc. by deed from Marie T. Condon and James A. Potts and Joe Ann Potts, dated the 7<sup>th</sup> day of November, 2003, and of record in Deed Book 300, page 760, Mason County Clerk's office.

364. All the tracts of property comprising the site of the J. K. Smith Station as follows:

Tract SM-1

A certain tract or parcel of land situated in Clark County, Kentucky, about nine miles East of Winchester, on the Red River road, and bounded and described as follows:

BEGINNING at a post, corner to I. B. Haggard and Ora Haggard; thence along Ora Haggard's line South 83 degrees 00' West 1457 feet; thence North 2 degrees 35' West 1462 feet to a post, corner to said Haggard and Andy Dykes; thence along Dykes' line South 83 degrees 00' West 320 feet; thence North 81 degrees 30' West 790 feet to Oak tree, corner to Haggard and John Hisle; thence along Hisle's line South 10 degrees 00' West 970 feet to post, corner to said Hisle and Jesse Haggard; thence down a ravine and along Haggard's line South 51 degrees 30' East 140 feet; thence South 35 degrees 00' East 140 feet; thence South 67 degrees 45' East 160 feet; thence South 43 degrees 00' East 74 feet; thence South 29 degrees 00' East 256 feet; thence South 36 degrees 00' East 188 feet; thence South 26 degrees 00' East 80 feet; thence South 14 degrees 00' East 160 feet; thence South 6 degrees 30' West 130 feet, corner to Haggard and Osborne; thence South 7 degrees 00' East 385 feet; thence South 1 degree 45' East 313 feet to gate post, corner to Osborne and J. Ballard estate; thence along Ballard line North 89 degrees 00' East 572 feet to post, corner to same; thence South 5 degrees 00' East 260 feet; thence South 3 degrees 30' East 640 feet; thence South 1 degrees 30' East 108 feet; thence South 7 degrees 30' East 88 feet; thence South 9 degrees 00' East 100 feet; thence South 12 degrees 00' East 217 feet to post, corner to Ballard and Osborne; thence along Osborne and Richardson's lines North 84 degrees 00' East 1542 feet to post corner to I. B. Haggard; thence along Haggard's line North 16 degrees 00' East 3025 feet to the place of beginning, containing 223-14/100 acres, more or less.

Tract 2: Beginning at a corner post on the north bank of a branch, said post being about 600 yards north of the Hunt-Red River Road and about 100 yards west of the first fork in the north fork of Cotton Creek, a corner to W. A. Ballard; thence with said Ballard and the existing fence N 22°10' W 533 feet to a point in the fence; thence N 21°49' W 347 feet to a twin 8 inch white oak in the fence corner; thence S 85°54' E 113 feet to a point in the fence; N 88°26' E 192.8 feet to a point in the fence on the east bank of a branch; thence S 83°35' E 204 feet to a point in the fence; thence N 84°13' E 267 feet to a corner fence post on the east side of the north fork of Cotton Creek; thence up said fork with the existing fence N 1°09' E 169 feet to a point in the fence on the east bank of same; thence crossing the fork N 2°54' W 188 feet to a point in the fence; thence N 7°11' W 72 feet to a 6 inch Walnut in the fence; thence N 15°43' W 105 feet to an 8 inch oak in the fence; thence N 1°12' W 148 feet to a 14 inch sycamore in the fence corner at the forks of the branch, a corner to W. A. Ballard and Oliver Wood, Jr.; thence with said Wood and the existing fence up said branch N 63°07' W 102 feet to a point in the fence; thence N 65°46' W 211 feet to a 6 inch Walnut in the fence corner on the south bank of the branch; thence leaving the branch with Woods' line S 54°55' W 69.2 feet to a point in the fence; thence S 50°08' W 699 feet to a corner fence post; thence N 41°23' W 453 feet to a point in the fence; thence N 38°40' W 229 feet to a point in the fence; thence N 34°54' W 78 feet to a corner

fence post at a gate; thence S 42°47' W 18.5 feet crossing the road to a 20 inch forked Cedar in the fence corner, a corner to Oliver Wood, Jr., and Roy Haggard; thence with said Haggard and the existing fence N 59°55' W 301 feet to a point in the fence; thence N 62° 25' W 456 feet to an 18 inch Maple in the fence corner, a corner to Roy Haggard and Lynwood Wiseman; thence with said Wiseman and the old fence line S 67°43' E 180 feet to a fence post on the west bank of a branch; thence crossing the branch S 63°10' E 87 feet to an 8 inch Walnut; thence S 66°20' E 145.8 feet to a 16 inch cedar; thence down the west side of the branch S 11°25' W 193.8 feet to a 14 inch Burr Oak; thence S 17°14' W 43 feet crossing the forks of the branch to a set stone on the west bank; thence continuing with the meanders of the branch S 41°30' E 90 feet; S 58°50' E 90 feet; S 31°30' E 120 feet; S 36°05' E 153 feet to the corner of a wire and stone fence on the west bank at the mouth of the branch, a corner to W. A. Ballard; thence with said Ballard, down the branch; thence S 36°56' E 53 feet crossing said drain to a 20 inch black oak in the fence; thence down the branch with the existing fence S 65°59' E 54 feet to a 12 inch forked cedar in the fence; thence S 12°21' E 63.7 feet to an angle in the fence; thence S 34°55' E 85.7 feet to a point in the fence; thence S 34° 07' E 172 feet to a Walnut snag in the fence; thence S 7°01' W 39 feet to an 8 inch twin Walnut in the fence corner on the west side of the branch; thence S 47°42' E 86 feet crossing the branch to a point in the fence on the east bank of said branch; thence S 52°22' E 100 feet to a point in the fence; thence S 48°41' E 117 feet to a 4 inch dogwood in the fence; thence S 57°20' E 146 feet to a point in the fence; thence S 69°30' E 100 feet to a point in the fence; thence S 60°05' E 166 feet to the beginning, containing an area of 37.325 acres more or less.

Being the same property conveyed from Oliver Wood, et al, by Master Commissioner's Deed dated August 12, 1981, and recorded in Deed Book 250, Page 509, Clark County Clerk's Office.

Tract SM-2

Tract One: Beginning at a post corner to Booth and Asa Kidd; thence along Asa Kidd's remaining property n 6°20' E 970 feet to a stake; thence N 4°10' W 485 feet to a stake in Hignite's line; thence along his line S 83°30' W 1605 feet to a stone corner to Booth; thence along Booth's line S 2° 50 E 1465 feet to a stone corner to same; thence N 82°25' E 1468 feet to the place of beginning, containing 51.945 acres of land.

Being the same property conveyed from Sarah Willoughby to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 210, Clark County Clerk's Office.

Tract SM-3

A certain tract or parcel of land in Clark County, Kentucky, lying on the waters of Upper Howards Creek and bounded on the North by lands of Haggard; on the East by Osborne heirs; on the South by Ballard and on the West by Wilson and Portwood, containing 19 acres more or less.

Being the same property conveyed from Lynwood Wiseman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 9, 1979, and recorded in Deed Book 240, Page 305, Clark County Clerk's Office.

Tract SM-4

All that certain tract of land, lying and being in the County of Clark, State of Kentucky located about twelve (12) miles southeast of Winchester, Kentucky, and being on the south side of Kentucky Highway 974 known as the Red River Road on the waters of Bull Run Creek, a tributary of the Kentucky River, and being more particularly described as follows:

BEGINNING at a fence post corner in the line of the old original line common to Leoff Curtis on the north bank of the Bull Run Creek; thence S 75°41' E 142.7 feet to a 24 inch elm on the north bank of said creek, corner to William Sams; thence N 02°21' E at 202.0 feet passing an iron pipe, in all 213.0 feet to a bottle cap in the center of the Red River Road common to William Sams and in the line of John Richardson; thence with the corner of said road N 86°09' W 168.9 feet to a bottle cap in the center of said road, common to Leoff Curtis and in the line of said Richardson; thence S 06°30' E in part with said original line at 11.2 feet passing the fence corner, in all 190.1 feet to the beginning, containing an area of 0.70 acres more or less.

Being the same property conveyed from Mary I. Smith to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 197, Clark County Clerk's Office.

Tract SM-5

Tract 2. Beginning at an Iron Pin at a fence post, said point being on the north side of the entrance to said tract approximately 1400 feet along the passway from Red River Road, a common corner to Richardson, and coordinates of said point being N 134,964.586, E 2,041,472.928 of the Kentucky State Plane Coordinate System – North Zone, thence with the line of Richardson;

1. South 03°08' East 456.46 feet to an Iron Pin at a fence post, thence
2. South 86°37' West 265.99 feet to a set stone, thence
3. South 04°53' West 750.39 feet to an Iron Pin at a fence post, common corner to Scobee and Tract 2, thence with the common division line of Tract 2
4. North 72°00' West 1377.32 feet to an Iron Pin, thence
5. South 85°15' West 190.48 feet to an Iron Pin, thence
6. North 84°13' West 538.58 feet to an Iron Pin, common corner to Scobee and East Kentucky Power, thence with the line of East Ky. Power
7. North 07°38' West 100.22 feet to an Iron Pin at centerline of gas line, thence
8. North 05°43' West 494.51 feet to a 24" Sycamore, thence
9. North 06°36' West 550.28 feet to an Iron Pin at a fence post, thence
10. South 82°05' East 604.62 feet to an Iron Pin at a fence post, thence
11. North 13°52' East 366.37 feet to an Iron Pin, thence
12. North 12°49' East 216.12 feet to an Iron Pin at a fence post, thence
13. North 79°56' East 622.19 feet to an Iron Pin at a fence post, common corner to East Kentucky Power and Thomas, thence with the line of Thomas
14. South 24°24' East 331.21 feet to an Iron Pin at a fence post, thence
15. South 72°18' East 161.35 feet to an Iron Pin at a fence post on the west side of farm road, thence
16. South 73°43' East 697.64 feet to an Iron Pin at centerline of gas line, thence
17. South 73°16' East 127.89 feet to an Iron Pin at a fence post, common corner to Thomas and Richardson, thence with the line of Richardson
18. South 06°39' East 112.31 feet to an Iron Pin at the centerline of gas line; thence
19. South 04°42' East 281.16 feet to the beginning containing 81.56 acres more or less

Being the same property conveyed from Robert H. Scobee to East Kentucky Power Cooperative, Inc. by Deed dated June 20, 1980, and recorded in Deed Book 245, Page 493, Clark County Clerk's Office.

Tract SM-6

Beginning at a post corner to Asa Kidd and Ira Haggard; thence along Asa Kidd's line N 15°00' E 254 feet to a locust tree; thence N 2°30' W 1435 feet to a post corner to Hignite and Goolman; thence along same S 79°30' W 692 feet; thence S 81°00' W 508 feet to post; thence S 8°00' E 252 feet to post corner to same; thence S 83°30' W 444 feet to post in Hignite's line and corner to Ora Haggard; thence along Haggard's line S 4°10' E 485 feet; thence 6° W 970 feet to post corner to Ora Haggard and Booth and Ira Haggard; thence along Ira Haggard's line N 82°30' E 981 feet to walnut tree; thence N 86°30' E 130 feet to walnut tree; thence N 80°30' E 326 feet to oak tree; thence N 64°30' E 161 feet to a walnut tree; thence N 78°10' E 91 feet to the place of beginning, containing 60.861 acres.

Being the same property conveyed from Harold Willoughby, et al, to East Kentucky Power Cooperative, Inc. by Deed dated January 22, 1980, and recorded in Deed Book 245, Page 539, Clark County Clerk's Office.

Tract SM-7

Lying on the waters of Bull Run Creek. Beginning at a point in William Oliver's line, thence with Oliver's line N45 East about 48 poles to a drain corner to Dr. W. S. Tuttle thence with his line to Mary Burner's line thence with her line down the Creek about 35 poles, thence East with a division line between said Chambers and Watkins to the beginning, containing 15 acres more or less.

Being the same property conveyed from Roscoe Watkins, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 679, Clark County Clerk's Office.

Tract SM-8

A certain tract of land adjoining the Red River Pike in Clark County, Kentucky, and bounded and described as follows:

Beginning at a stone corner on the south margin of said pike, and corner to D. Brock; thence with said Brock's line S 64 ¼° W 352.9 feet to a stone corner to same; thence S 35° W 225.5 feet to a walnut tree, corner to same; thence S 1 ½° W 389.5 feet to a stone corner to said Brock; thence S 31° W 308 feet to a stone corner to said Brock and Osborne; thence N 74 ¼° W 631.7 feet to a stone corner, thence N 24 ¼° W 337.5 feet to a stake, corner to Charlie Oliver; thence N 4° E 363 feet to a stake corner; thence N 11° 25' E 543.2 feet to James Henry; thence 4° 40' E 561 feet to a stone corner and continued in all 570 feet to the middle of said pike; thence with the middle of same N 88° E 265 feet; S 80° E 105 feet; S 68° E 261 feet; S 40° 35' E 252 feet; S 28° E 124.3 feet; S 17 ¼° E 175 feet; thence N 44 ¼° E 200 feet; S 27 ½° E 120 feet; S 40 ½° E 147 feet to the beginning, containing 38.4 acres, more or less of land.

Being the same property conveyed from Grace Thomas to East Kentucky Power Cooperative, Inc. by Deed dated July 25, 1980, and recorded in Deed Book 246, Page 11, Clark County Clerk's Office.



Tract SM-9

Beginning in the center of the Cotton Branch Road; thence along same S 79° 40' E 499 feet; thence along average center of said road, Goolman's line, N 21° 55' E 313 feet; thence N 23° 45' E 200 feet; thence N 12° 30' E 350 feet; thence N 52° 25' E 400 feet; thence N 47° 50' E 200 feet; thence N 62° 10' E 200 feet; thence N 45° E 240 feet; thence N 39° 30' E 272 feet; thence N 59° 10' E 180 feet; thence N 20° 30' E 290 feet; thence N 11° E 175 feet; thence N 02° 50' W 350 feet; thence N 25° E 510 feet; thence North 500 feet, corner to John Todd; thence continuing in the road along Todd's line N 19° 30' E 220 feet; thence N 01° W 106 feet to edge of Howards Creek; thence crossing same N 32° 25' E 230 feet; thence N 25° 20' W 400 feet; thence N 06° 30' E 170 feet; thence N 61° 40' W 310 feet; thence N 45° 10' W 404 feet to gate, corner to Todd; thence S 49° 50' W 50 feet; thence N 57° 10' W 179 feet to corner to Ernest Goolman and H. S. Richardson; thence along their line S 56° 30' W 349 feet; thence S 82° 15' W 48 feet; thence S 39° 40' W 466 feet; thence S 80° 45' W 1152 feet, corner in line of Ora Haggard and Floyd Willoughby; thence S 02° 30' E 972 feet; thence S 15° W 254 feet to corner of Haggard and Willoughby; thence S 10' W 169 feet; thence S 06° 30' W 145 feet; thence S 18° 35' E 304 feet; thence South 127 feet; thence S 16° 30' W 345 feet; thence S 14° E 530 feet; thence S 17° E 400 feet; thence S 50' E 1076 feet to the beginning, containing 199.9 acres, more or less.

Being the same property conveyed from Robert D. Stone, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 11, 1980, and recorded in Deed Book 246, Page 184, Clark County Clerk's Office.

Tract SM-10

Beginning at a stone corner to Elizabeth Quisenberry thirteen links from the center of the pike S 2-3/4° W 129 poles to the Kentucky River; thence down said river binding on the North bank N 80° W 19 poles, S 82° W 30 poles to a stake corner to Oliver; thence with his line N 6-1/2° W 133 poles to a stake in the Allensville Pike; thence with said pike S 4-1/2° E 61.44 poles to the beginning containing 45 acres of land, more or less.

There is excepted herefrom .70 acres previously conveyed to Mary Smith by Deed dated November 20, 1970, recorded in Deed Book 196, Page 77, Clark County Records.

Being the same property conveyed from William T. Sams, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 200, Clark County Clerk's Office.

Tract SM-11

Tract I. A certain tract of land in the Allensville turnpike in Clark County, Kentucky, and bounded as follows: Beginning at a stake corner to the McKinney heirs; thence with their line N 11 1/2° E 11 poles to a stone corner to said heirs, N 71 1/2° E 40 poles to a stone; thence N 80° E 28.5 poles to a stone; thence S 2 1/2° E 10 poles to a stone; thence S 14° E 32.2 poles to a stone in said piece; thence with same N 84 3/4° W 76.34 poles to the beginning, containing 15 acres, 1 rood, and 29 square poles, more or less.

Tract II. A certain tract or parcel of land in Clark County, Kentucky, at a stake in the Allensville Pike, corner to L. P. Brock land; thence west with the center of said pike to a stake

in the Willis Hisle line; thence east with said Hisle line to a stone corner in the said Willis Hisle and L. P. Brock; thence S 2° E 11 poles to the beginning, containing four acres of land, more or less

Being the same property conveyed from John D. Richardson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 4, 1979, and recorded in Deed Book 240, Page 326, Clark County Clerk's Office.

Tract SM-12

A certain tract or parcel of land situated on the Red River Pike in Clark County, Kentucky, about ten miles from Winchester, Kentucky, bounded as follows:

Beginning at a stone on the south side of said pike, corner to L.D. Brock; thence along his line S 1° 30' E 494 feet to a stone corner to same; thence N 80° W 920 feet to a post corner to L. D. Brock and Wm. Osborne; thence along Osborne's line S 4° E 853 feet to a post corner to Osborne; thence S 87° 10' W 267 feet to a stone corner to Osborne; thence S 4° 15' W 747 feet to a post corner to Osborne; thence S 69° 50' E 1216 feet to a stone near a ravine, corner to Wright heirs and Curtis; thence N 30° 33' E 289 feet to a sugar tree corner to R. L. Curtis; thence N 80° E 403 feet to a walnut tree, corner to Curtis; thence S 70° E 180 feet to a walnut tree; thence S 16° 30' E 388 feet to a hackberry tree; thence S 31° 30' E 326 feet to center of Bull Run Creek, corner to Curtis; thence up the average center of creek N 73° 30' E 185 feet; thence N 47° E 256 feet; thence N 63° 30' E 231 feet; thence N 49° E 260 feet to the center of Bull Run Creek; thence N 29° 30' E 350 feet; thence N 18° E 100 feet; thence N 4° 100' W 180 feet; thence along the creek N 32° 30' E 170 feet to center of the pike; thence along the average center of same N 20° W 320 feet; thence N 34° W 470 feet; thence N 52° W 325 feet; thence N 61° W 440 feet; thence N 59° 45' W 260 feet; thence N 21° 30' W 280 feet; thence N 1° 30' E 210 feet; thence N 37° 45' W 310 feet; thence S 75° 30' W 120 feet; thence S 6° 30' W 235 feet; thence S 60° W 380 feet; thence S 81° W 50 feet to the place of beginning containing 131.16 acres of land.

There is excepted from the above described real estate a tract of land containing approximately 1.41 acres for the Brock Cemetery together with the right of ingress and egress thereto which tract of land is located in Clark County, Kentucky, approximately 13.2 miles southeast of Winchester and 1.2 miles southwest of Trapp along Highway 89 and being west of Highway 89 along the Red River Road approximately 2.5 miles, a passway to said tract being approximately 700 feet west of the intersection of Goolman Road and Red River Road and which exception is more particularly described as follows:

Beginning at a set Iron Pin, said point being approximately 1700 feet along the passway from Red River Road and bears North 11° 53' East 156.34 feet from an iron pin/fencepost corner at Scobee, a common corner to Tract 2 (Scobee) and Tract 1 (Richardson Heirs), and coordinates of said point being N 134,661.805, E 2,041,530.076 of the Kentucky State Plane Coordinate System – North Zone, thence with the common division line with Tract 1, N 09° 25' W 132.53 feet to an Iron Pin; thence N 05° 30' E 64.84 feet to an Iron Pin; thence N 43° 22' E 92.44 feet crossing the road to an Iron Pin; thence S 34° 07' E 190.32 feet to an Iron Pin at a fence post, said point being the existing corner of the cemetery tract; thence with the fence line of said cemetery S 73° 37' E 182.92 feet to an Iron Pin at a fence post; thence leaving said fence S 72° 57' East 19.96 feet to an Iron Pin; thence S 15° 21' W 130.15 feet to an Iron Pin; thence N 79° 08' W 20.03 feet to an Iron Pin at a fence post, said point being corner to existing cemetery

fence; thence with said fence N 74° 18' W 53.39 feet to an Iron Pin at a fence post; thence S 86° 15' W 36.40 feet to an Iron Pin at a fence post, thence N 66° 36' W 102.81 feet to an Iron Pin at a fence post, said point being a corner to the existing cemetery fence; thence N 79° 19' W 115.15 feet to the beginning containing 1.41 acres, more or less.

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated August 18, 1980, and recorded in Deed Book 246, Page 261, Clark County Clerk's Office.

Tract SM-13

A certain tract of land in the county and state aforesaid and adjoining the Allensville and Mouth of Red River Turnpike, beginning at a point in the center of said pike, and corner to said Farney; thence with the meanders of said pike and with the average middle thereof S 74 ½° E 9.12 poles, S 1/4° E 13 poles, S 32 ½° E 11 poles, S 49 ¼° E 31 poles to a stone near the margin of the metal of said pike, corner to Asa Brock; thence departing from said pike and with a line of said Brock S 2 ½° E 30 poles to a stone, corner to said Brock; thence with a line of same N 81° W 55.4 poles to a stone, corner to Claiborn Brock; thence 22.6 with his line N 74 ¼° W 22.6 poles to a stone corner to said Farney; thence with his line N 30 ¼° E 18.9 poles to a stone; thence N 1 ¼° E 23.6 poles to a walnut; thence N 34-3/4° E 13.6 poles to a stone; thence N 64° E 21.8 poles to the beginning, containing 21 acres, 3 roods and 32 square poles (21.95 acres).

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated April 21, 1981, and recorded in Deed Book 250, Page 183, Clark County Clerk's Office.

Tract SM-14

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: BEGINNING at a stone corner to Lot No. 21; thence east 685 feet to a stone; thence east 423 feet to a stone, corner to Lot No. 4; thence north 177 feet to a hickory tree in A. N. Bush's line, corner to Lot No. 4; thence 917 feet with A. N. Bush's line to an oak tree, corner to Lot No. 2; thence south with agreed line 550 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 1 in the division of the lands of George Osborne, deceased, and devised to his heirs by Will dated November 8, 1899 of record in the Clark County Court Clerk's Office in Will Book 2, Page 94.

Tract 2. A tract of land containing 1-1/2 acres and located on Cotton Branch in Clark County, Kentucky together with the residence thereon and described as follows: BEGINNING at the mouth of a small branch and near the public road; thence up said branch S 78-1/2° E 12.64 poles to a stake; thence N 53-3/4° E 12.64 poles to a stake; thence N 78-1/4° W 12.64 poles to a stake in the center of Cotton Branch; thence down said branch S 52-3/4° W 12.64 poles to the beginning, containing one (1) acre, more or less.

Also another small tract adjoining the aforesaid land and bounded by the lands of Jerry Reeves and Elizabeth Osborne, Nat Tuttle, Mattie Henry and Hannah Henry, and being just enough to straighten the upper line fence of Hannah Henry and Mattie Henry, and containing about one-fourth (1/4) of an acre of land.

Tract 3. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch and bounded as follows: BEGINNING at a hickory tree, corner to Lot No. 3; thence east with A. N. Bush and Amanda Tuttle's line 790 feet to a stone corner to Amanda Tuttle; thence south with Amanda Tuttle and I.N. Tuttle's lines 384 feet to a corner to John Brock; thence with his lines 1346 feet to a stone in the line of Lot No. 3; thence east 423 feet with the line of Lot No. 3 to a stone corner to Lot No. 3; thence north with the line of Lot No. 3 a distance of 177 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 4 in the division of lands of George A. Osborne.

Being the same property conveyed from George N. Osborne, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1981, and recorded in Deed Book 248, Page 184, Clark County Clerk's Office.

Tract SM-15

A certain tract of land on the waters of Bull Run Creek in Clark County, Kentucky, on the south side of the Allensville-Red River Road and being more particularly described as follows:

Beginning at a p.k. nail in the centerline of Allensville-Red River Road a corner common to Dewey Barrett, thence meandering with the centerline of said road, S 58° 44' E 133.92 feet to a p.k. nail, S 52° 51' E 138.09 feet to a p.k. nail, S 57° 01' E 65.82 feet to a p.k. nail, S 65° 27' E 75.85 feet to a p.k. nail, S 59° 24' E 45.02 feet to a p.k. nail, S 48° 49' E 119.21 feet to a p.k. nail, S 60° 26' E 40.35 feet to a p.k. nail, S 78° 23' E 46.08 feet to a p.k. nail, S 80° 02' E 98.56 feet to a p.k. nail, S 82° 17' E 99.18 feet to a p.k. nail, S 85° 26' E 103.82 feet to a p.k. nail, S 89° 59' E 59.32 feet to a p.k. nail, N 83° 41' E 54.06 feet to a p.k. nail, S 87° 41' E 39.81 feet to a p.k. nail, S 44° 09' E 32.38 feet to a p.k. nail, S 20° 43' E 32.70 feet to a p.k. nail, S 01° 26' W 32.48 feet to a p.k. nail, S 19° 35' W 38.78 feet to a p.k. nail and S 24° 42' W 53.44 feet to a p.k. nail in the centerline of Red River Road a common corner to Handy; thence with a division line between Tracts 1a and 1b, S 72° 53' W 408.69 feet to an iron pin; thence S 15° 24' E 240.36 feet to an iron pin; thence S 07° 12' W 160.22 feet to an iron pin; thence S 66° 00' W 111.68 feet to an iron pin; thence S 52° 50' W 74.32 feet to an iron pipe in a fence a corner common to tract 1b and Eurell Chambers; thence with said Chambers, N 82° 19' W 910.43 feet to an iron pipe in the fence, a corner common to Barrett; thence N 13° 11' E 801.04 feet to an iron pipe in the fence; thence N 13° 00' E 292.96 feet to the beginning, containing 21.95+/- acres, more or less.

Being the same property conveyed from William E. Merritt, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 711, Clark County Clerk's Office.

Tract SM-16

Tract No. 1. Beginning at a point in Howard's Creek corner to Mrs. Sarah Wilcox and William Wilson; thence with a line of William Wilson down the creek S 12.15 W. 4.12 chains to a point on the west side of the creek; thence S 12.52 E crossing the creek 7.43 chains to a point or stone on the East side of the creek; thence departing from the creek N. 16.45 E. 4.41 chains to a stone in the mouth of a drain; thence up said drain N 76.39 E 6.20 chains to a stone near the top of the hill; thence N 13.08 E 2.90 chains to a stone corner to Mrs. Sarah Wilcox; thence with the old survey S. 89 W 1.50 chains; thence N 84 W 1.10 chains to a mark in a rock in a fall in a

branch; thence N 87.30 W 2.50 to a stone; thence N 11 W 2.50 chains; thence S 75 W 3.50 chains to the beginning containing 5.275 acres, more or less.

Being the same property conveyed from Isaac F. McKinney, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 9, 1983, and recorded in Deed Book 258, Page 78, Clark County Clerk's Office.

Tract SM-17

Beginning at a stone corner to Mary Jane Curtis, being a pointer in the center of the Allensville Turnpike Rod; thence with said road binding on the center South 73° East 12 poles; thence S 1° East 12 poles; thence South 29° East 10 poles; thence South 49° East 17.84 poles; thence South 49-1/4° East 13.28 poles; thence South 56° East 1.48 poles to a stake; thence North 59° East 24.28 poles; thence North 5-1/2° East 15.08 poles; thence North 86° East 6.9 poles; thence South 42° East 15.6 poles to a stake in the center of said Pike; corner to Elizabeth Adams; thence with her line North 80-1/2° East 10 poles to a stone; thence North 16° West 50 poles to a stone; thence North 40° West 14 poles to the beginning, containing 22-3/4 acres, more or less.

Also the following described tract or parcel of land situated in Clark County, Kentucky, near the Kentucky River and on the Allensville Pike, near the junction of the Red River and Kentucky River, bounded as follows:

Beginning at a stake corner to Luc J. Devary; thence North 85° 30' East 156 feet to a stake; thence North 31° West 620 feet to a stake; thence South 17° East 567 feet to the place of beginning, containing 1.028 acres, more or less.

Being the same property conveyed from Everett Cecil Johnson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 31, 1980, and recorded in Deed Book 244, Page 617, Clark County Clerk's Office.

Tract SM-18

A certain tract or parcel of land situated in Clark County, Kentucky, about ten miles east of Winchester and on the waters of Upper Howards Creek, and bounded and described as follows: Beginning in the center of old Cotton Branch road, corner to Goolman and Osborne; thence up said road N54°00'E 333 feet; thence N60°00'E 230 feet; thence N83°00'E 180 feet; thence N89°50'E 84 feet; thence N79°00'E 217 feet; thence S78°25'E 110 feet; thence S89°00'E 371 feet; thence N88°15'E 273 feet; thence S79°40'E 452 feet to point in center of road at end of division line and corner to Asa Kidd's remaining property; thence along Kidd's line and division line N0°50'W 1076 feet to post; thence N17°00'W 400 feet; thence N14°00'W 530 feet; thence N16°30'E 345 feet; thence N 127 feet; thence N 18°35'W 304 feet; thence N0°30'E 145 feet; thence N 15°10'E 169 feet to post corner to Asa Kidd and Ora Haggard; thence along Haggard's line S78°10'W 91 feet to a walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S82°30'W 981 feet to post corner to Ora Haggard and Booth; thence along Booth's line S15°30'W 3016 feet to post corner to Osborne; thence N82°30'E 200 feet; thence N85°00'E 309 feet to post; thence N11°00'E 152 feet to the place of beginning, containing 138.733 acres of land.

Being the same property conveyed from Ira B. Haggard, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, Page 172, Clark County Clerk's Office.

Tract SM-19

A certain tract or parcel of land situated in Clark County, Kentucky, on the Allensville Road and which is bounded on the North by the lands of James W. Tuttle, on the East by the lands of Lena Jones, on the South by the lands of James T. Osborne and by the Allensville Road, and on the West by the lands of Elizabeth Osborne and John Henry; containing 33 acres, more or less.

There is excepted from the foregoing a certain small parcel containing approximately one-fourth of an acre which was conveyed to Mattie Henry, et al, by deed recorded in Deed Book 86, Page 546, Clark County Court Clerk's Office, and reference is made thereto for a description of said exception.

Being the same property conveyed from David M. Haggard to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1978, and recorded in Deed Book 239, Page 335, Clark County Clerk's Office.

Tract SM-20

1. That certain tract or parcel of land situated, lying and being in Clark County, Kentucky, on the Red River Pike and Upper Howard's Creek, about nine miles from Winchester, and bounded as follows:

BEGINNING in the center of said Pike, corner to Charles Oliver, a point opposite a locust tree near a gate and opposite a log house on the north side of the Pike, thence along division line South 43 degrees 30 minutes West 678 feet; thence South 22 degrees 00 minutes East 205 feet; thence South 1 degree 00 minutes East 121 feet; thence 14 degrees 00 minutes West 200 feet; South 64 degrees 00 minutes West 40 feet to an elm tree on the edge of Howard's Creek; thence down the Bank of same South 16 degrees 30 minutes West 254 feet; South 74 degrees 45 minutes West 321 feet; thence South 68 degrees 10 minutes West 114 feet; South 26 degrees 00 minutes West 71 feet; thence South 33 degrees 10 minutes East 228 feet; thence South 45 degrees 30 minutes East 145 feet; thence South 38 degrees 45 minutes East 392 feet; thence South 45 degrees 00 minutes East 224 feet; South 69 degrees 40 minutes East 230 feet; South 32 degrees 30 minutes East 185 feet; South 30 degrees 45 minutes West 118 feet; South 65 degrees 45 minutes West 195 feet; thence South 18 degrees 10 minutes West 63 feet; thence South 15 degrees 00 minutes West 63 feet; thence South 15 degrees 00 minutes East 94 feet; South 13 degrees 45 minutes East 33 feet; South 38 degrees 00 minutes West 125 feet; South 24 degrees 30 minutes East 112 feet; South 60 degrees 45 minutes East 110 feet; South 41 degrees 00 minutes East 238 feet; South 60 degrees 00 minutes West 80 feet; South 72 degrees 30 minutes West 150 feet; thence South 71 degrees 00 minutes West 173 feet; South 73 degrees 00 minutes West 252 feet; South 62 degrees 30 minutes West 310 feet; South 61 degrees 15 minutes West 228 feet; South 78 degrees 00 minutes West 350 feet to the edge of Kentucky River; thence up the Bank of the River South 34 degrees 15 minutes East 113 feet; South 40 degrees 00 minutes East 547 feet; South 41 degrees 30 minutes East 300 feet; South 36 degrees 00 minutes East 300 feet; South 38 degrees 00 minutes East 253 feet; South 34 degrees 00 minutes East 230 feet to Tom Gravett's line; thence leaving the River and along Gravett's line North 64 degrees 00 minutes East 1100 feet; thence North 64 degrees 00 minutes East 1417

feet to a stone corner in Henry Wright's line; thence North 22 degrees 30 minutes West 918 feet to an elm tree, corner to G. W. Osborne; thence North 9 degrees 30 minutes West 200 feet; North 7 degrees 15 minutes West 600 feet; North 6 degrees 00 minutes West 1073 feet; thence South 81 degrees 50 minutes East 604 feet; thence North 13 degrees 15 minutes East 588 feet to a post corner to G. W. Osborne; thence North 79 degrees 45 minutes East 623 feet, corner to J. T. Osborne; thence North 3 degrees 50 minutes East 283 feet; thence North 9 degrees East 286 feet passing J. T. Osborne to a point corner to Devary; thence South 85 degrees 45 minutes West 600 feet; thence South 83 degrees 45 minutes West 182 feet to a post corner to W. G. Devary; thence North 9 degrees 30 minutes West 650 feet to the center of the Red River Pike, corner to Devary; thence along center of said Pike South 72 degrees 30 minutes West 381 feet; South 76 degrees 30 minutes West 266 feet; South 55 degrees 50 minutes West 518 feet; South 78 degrees 45 minutes West 165 feet; thence North 81 degrees 45 minutes West 256 feet; North 71 degrees 30 minutes West 306 feet to the place of beginning, containing 246 acres, more or less. And there is added to the foregoing described land a strip forty (40) feet wide measured from where the line strikes Howard's Creek to Gravett's line, containing five (5) acres.

There is reserved and excepted from said above described land the following described part thereof, to-wit:

Beginning at a point corner to Richardson and Robinson, thence along division line South 8 degrees 50 minutes East 623-5/10 feet to a post, corner to J. A. Carl; thence along Carl's line North 80 degrees 00 minutes 622-5/10 feet to a post, corner to Carl and J. T. Osborne; thence along Osborne's line North 4 degrees 00 minutes East 321 feet; thence North 11 degrees 00 minutes East 248 feet to tree corner to Osborne and W. M. Richardson; thence along Richardson's line South 86 degrees 30 minutes West 783-7/10 feet to the place of beginning, containing 9-361/1000 acres, more or less.

2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River turnpike Road, and bounded and described as follows:

BEGINNING in the center of the Red River Turnpike Road, corner to Mrs. Mary C. Robinson's line; thence around same South 21 degrees 30 minutes East 87 feet to an elm tree on Bank of Creek; thence along the Bank of Creek South 20 degrees 35 minutes West 102 feet to an elm tree; thence South 7 degrees 00 minutes West 100 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 63 degrees 30 minutes West 83 feet to a stake; thence South 76 degrees 10 minutes West 92 feet to a stake; thence North 42 degrees 30 minutes West 156 feet to a stake in the edge of road four (4) feet from a fence; thence along said fence being four (4) feet therefrom North 48 degrees 00 minutes East 126 feet to a stake near where the old scales stood; thence North 50 degrees 00 minutes East 259 feet to the beginning, containing 1-41/100 acres, and being the same property which was conveyed by Clark County Board of Education to Arthur Gravett, of the parties of the first part, by deed dated February 14, 1948, of record in Deed Book No. 134, page 264, Clark County Court Clerk's office. And being the same parcel which was mentioned as an exception in the deed conveying the first above described tract herein in Arthur Gravett and Bettie Gravett.

Said properties hereinabove described are subject to certain Easements conveyed to Tennessee Gas Transmission Company by instruments dated June 17, 1949, of record in Deed Book No.

137, Pages 151 and 208; and October 11, 1956 of record in Deed Book No. 153, page 638, both in the Clark County Court Clerk's office.

Being the same property conveyed from Clyde Gravett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 27, 1979, and recorded in Deed Book 240, Page 541, Clark County Clerk's Office.

Tract SM-21

Tract One. A certain tract or parcel of land situated in Clark County, Kentucky, on upper Howards Creek, and bounded and described as follows:

Beginning at a stone corner to Cyrus Curtis, and James W. Tuttle; thence up the branch and with the line of said Curtis N 36-3/4° E 4 poles; N 81-1/4° E 22 poles; N 45° 20' E 16.44 poles; thence passing over a stone corner to William A. Goolman and with his line S 70° E 38 poles to a stone corner to said William A. Goolman; thence with a division line of same and John T. Goolman N 62° E 156 poles to a stone in J. T. Tuttle's line; thence with his line N 1/2° W 61.5 poles to a notch in rock in branch in the Irvine and Winchester dirt road and corner to T. J. Tuttle; thence down said branch and with the average middle of said road, and binding on the line of said Tuttle N 78-1/4° W 34 poles; N 64-1/4° W 22 poles; N 53° W 18 poles; N 73-1/4° W 18 poles; N 54° W 12 poles; N 72° 9' W 27.64 poles to a stone on the bank of the branch, corner to J. W. Tuttle; thence up said branch and public road, and binding on the line of said J. W. Tuttle S 42° W 11.6 poles; S 20° W 12 poles; S 4° 13' E 28 poles; S 31-1/4° W 10 poles; thence S 10-1/2° W 10 poles; thence departing from said branch S 45-1/2° W 8 poles to a walnut stump in the south margin of said road, and corner to I. N. Tuttle farm; thence with center line of said road binding on the line of J. W. Tuttle, S 75-1/2° W 5.48 poles; S 39-1/2° W 12 poles; S 38° 41' W 10 poles; S 50° W 14 poles; S 59-1/2° W 12 poles; S 44° W 12 poles; S 64° W 5.9 poles to a stone on said J. W. Tuttle's line; thence running with same road and J. W. Tuttle's line S 47° 12' W 14 poles; S 12-1/4° W 23.38 poles; S 22-1/2° W 28.5 poles to a stone in said road, corner to J.W. Tuttle and Milton Conkwright; thence departing from said road and with Conkwright's line S 15-1/2° E 16.64 poles to a place where a bee stump stood; One hundred sixty-five (165) acres, three roods and four poles of land.

Tract Two. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek, and bounded on the north by the land of J. T. Goolman heirs, on the east by the lands of Bell Goolman; on the south by the land of C. M. Curtis' heirs and Eddie McKinney, containing 24 acres, more or less, it being understood and agreed that the west line runs with the division fence between the land herein described, and the land of Eddie McKinney.

Being the same property conveyed from Floyd Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 485, Clark County Clerk's Office.

Tract SM-22

Tract Two. Beginning at a 30 inch sycamore on the north bank of Upper Howards creek, and said point further being S 55°34'W, a distance of 348.73 feet from the end of a rock wall on the southwest side of the White Conkwright Road a corner to lands now or formerly owned by Ernest Goolman and Robert D. and William Stone; thence, running S 57°25'W, a distance of 77.78 feet, more or less, to a point; thence, running S 48°09'W, a distance of 78.88 feet, more



or less, to a six (6) inch maple; thence, running S 38°44'W, a distance of 29.68 feet, more or less, to a 10 inch ash; thence, running S 44°01'W, a distance of 74.55 feet, more or less, to a 16 inch white oak; thence, running S 39°30'W, a distance of 228.56 feet, more or less, to a fence post; thence, running S 80°45'W, a distance of 1141.32 feet, more or less, to a corner fence post; thence, running N 02°35'W a distance of 460.08 feet, more or less, to a corner fence post; thence, running N 79°28'E, a distance of 488.00 feet, more or less, to a 10 inch white oak; thence, running S 34°09'E a distance of 24.34 feet, more or less, to a fence post; thence, running N 65°41'E, a distance of 51.10 feet, more or less, to a 14 inch black oak; thence, running N 79°25'E, a distance of 213.83 feet, more or less, to a 10 inch dogwood; thence running N 76°14'E a distance of 167.20 feet, more or less, to a fence post; thence, running N 81°48'E, a distance of 44.75 feet more or less, to a 26 inch ash; thence, running N 73°26'E, a distance of 269.81 feet, more or less, to the center line of Upper Howards Creek; thence, running S 56°20' and with the creek a distance of 326.24 feet, more or less, to the point of beginning, containing 14.42 acres, more or less.

Being the same property conveyed from Ernest Goolman to East Kentucky Power Cooperative, Inc. by Deed of Clarification dated August 8, 1980, and recorded in Deed Book 246, Page 130, Clark County Clerk's Office.

Tract SM-23

Tract One. A certain tract of land situated on Upper Howards Creek in Clark County, Kentucky, on the County Road about one mile and a half from the turnpike leading to Ruckerville, and bounded as follows: Beginning at corner of the 165 acre tract, in a road and branch; thence along said tract 0° 30' W 32.5 chains to corner in Bull Run Creek; thence up said Creek S 85-3/4° E 6 chains; thence S 72-3/4° E 2.68 chains; thence S 73° E 2.56 chains; thence leaving Bull Run Creek N 88 1/4° E 2.88 chains to fence post, corner to Cal White; thence N 49 1/2° E 7.27 chains to L. & N. right-of-way; thence along said right-of-way N 32° W 1300 feet; thence S 76° W 26 feet; thence N 12° 30' W 500 feet; thence N 28° 30' W 300 feet; thence N 45° W 428 feet to center of public road; thence S 52° 30' W 456 feet to place of beginning, containing approximately 57 acres.

Tract Two. Fifteen acres of hillside land located near, but not contiguous to, Tract One above described. And being a part of the property conveyed to second parties by deed dated April 15, 1930, of record in Deed Book 108, Page 341 in the Clark County Clerk's Office. Second party acquired the interest of H. S. Richardson in the aforesaid deed as shown by Affidavit of Descent of record in Deed Book 168, Page 600, in the Clark County Clerk's Office.

Being the same property conveyed from Ernest Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 482, Clark County Clerk's Office.

Tract SM-24

Tract 3. A certain tract or parcel of land, containing in the aggregate about 58 acres, more or less, and consisting of three tracts adjoining each other, and described as follows:

- A. Beginning at a stone corner to Lot No. 1 in W. S. Tuttle's line; thence with his line and down the creek South 60-1/2 degrees West 22.28 poles; thence South 52-1/2 degrees West 7 poles to a stone corner to Lot No. 4; thence with the line of Lot No. 4 South 48 degrees

East 56 poles to a stone corner to Lot No. 3; thence with line of Lot No. 3 North 58-1/2 degrees East 30 poles to a stone corner to Lot No. 1; thence with the line of Lot No. 1 North 48-1/2 degrees West 60 poles to the beginning, containing eleven (11) acres of land, less one (1) acre reserved for graveyard, more or less.

- B. Beginning at a stone corner to J. N. C. Tuttle, and line of A. B. Tuttle; thence with her line North 85 degrees 30 minutes East 6.82 poles to a sugar tree; thence South 72 degrees East 8.54 poles to a stone corner to Susan J. Bush thence with her line North 2-1/2 degrees West 72 poles to a stone, corner to T. J. Tuttle on Bull Run Creek; thence North 87-1/2 degrees West 16 poles; thence North 60 degrees West 29 poles to a stake; thence North 79 degrees West 10 poles to a stake; thence North 75 degrees West 22 poles; thence South 83 degrees West 21 poles to a stone in corner to W. Tuttle's line, and corner to J. A. Tuttle; thence with his line South 37-1/2 degrees East 59.66 poles to a stone corner to J. N. C. Tuttle; thence South 42-1/2 degrees East 60.36 poles to the beginning, containing 28 acres, 2 rood and 9 square poles of land, more or less. EXCEPTING from this tract a small tract of land which was conveyed by Chenault and wife to the L&N Railroad Company by deed recorded in the Clark County Clerk's office in Deed Book 85, Page 318, and Deed Book 87, Page 100, which said deeds are referred to for more particular descriptions of said excluded tracts, which contain 1.35 acres, more or less.
- C. A certain tract of land lying in Clark County, Kentucky, on the waters of Bull Run Creek, bounded as follows: Beginning at a stone, corner to Lot No. 2; thence South 58-1/2 degrees West 69 poles to a stone corner to Lot No. 4; thence South 48-1/2 degrees East 37 poles to a stone, corner to Mose Chambers; thence North 26-1/2 degrees East 2 poles; thence North 47-1/2 degrees East 5 poles to a stone corner in original A. B. Tuttle line; thence North 49 degrees East 11.84 poles; North 72-1/2 degrees East 16.80 poles; North 85 degrees 30 minutes East 58 poles to a stone corner to Lot No. 1; thence with that line North 50-1/2 degrees West 60 poles to the beginning, containing 19 acres of land, more or less.

Tract 4. A certain tract or parcel of land situated in Clark County, Kentucky, near Trapp Post Office near the right-of-way of the L&N Railroad and corner to Chambers; thence along Chambers' line North 08°25' East 483 feet; thence South 87° East 155 feet to a post in the L&N right-of-way; thence along said right-of-way North 8°10' West 160 feet; thence North 9°30' West 100 feet; thence 11°30' West 100 feet; thence North 13°31' West 882 feet; thence North 10° West 223 feet to a post corner to the L&N right-of-way and Goolman; thence along the Goolman line south 80° West 24 feet; thence South 8°30' West 165 feet; thence South 1°30' East 506 feet to a stone; thence North 71° West 140 feet; thence South 86°50' West 1069 feet to a post; thence South 72° 15' West 280 feet; thence South 51°30' West 190 feet to a post, corner to John Watkins and Goolman; thence South 3°30' West 506 feet to a stone fence, corner to Watkins; thence along the Watkins line, North 84°15' East 242 feet; thence South 67°30' East 1282 feet to a post corner to Watkins; thence South 13°45' West 103 feet to a stone on the side of the road, a corner to Chambers and Watkins; thence with the center of said road North 84°15' East 404 feet to the beginning, containing 43.03 acres, more or less.

Said property is subject to a fencing contract with the L&N Railroad Company dated May 21, 1964, of record in Deed Book 172, page 64, of said Clerk's office.

Being the same property conveyed from Herbert Devary, et al, to East Kentucky Power Cooperative, Inc. by Deed dated July 6, 1979, and recorded in Deed Book 241, Page 647, Clark County Clerk's Office.

Tract SM-25

Tract 1. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone in the line of John T. Goolman and corner to Cyrus Curtis; thence with his line south  $11\frac{1}{2}^{\circ}$  west 53 poles S  $15^{\circ} 04'$  east 7.80 poles to a stone corner; thence N  $84^{\circ} 56'$  east 77.8 poles to a stone; thence N  $14^{\circ}$  east 40 poles to an elm tree on the southeast side of Bull Run Creek; thence up said creek as it meanders N  $34^{\circ}$  east 4.68 poles to an elm tree in a line known as the N. C Tuttle line; thence N  $3^{\circ}$  west 20 poles to a stone on the east side of Bull Run Creek; thence N  $33\frac{1}{4}^{\circ}$  west 8.75 poles to a stone corner to Dr. W. S. Tuttle; thence with his line N  $44\frac{1}{2}^{\circ}$  east 18 poles N  $43^{\circ}$  east 15 poles, N  $33\frac{1}{2}^{\circ}$  east 24 poles, N  $61\text{-}3/4^{\circ}$  east 36.56 poles to a stone corner to J. T. Tuttle on the southeast side of Bull Run Creek; thence departing from said creek and with T. J. Tuttle's line N  $\frac{1}{2}^{\circ}$  west 51.4 poles to a stone corner to said John T. Goolman S  $62^{\circ}$  west 156 poles to a stone corner to same; thence with John T. Goolman's line N  $70^{\circ}$  west 38 poles to the beginning, containing 100 acres, one rood and four square poles of land.

Tract 2. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone corner to A. Chenault, and running with his line N  $46^{\circ}$  west 56 poles to a stake on the west side of Bull Run Creek, corner to J. Goolman; thence with his line down the creek S  $56^{\circ}$  west 23 poles to a stake corner to same; thence S  $46^{\circ}$  west 6.40 poles to a stake corner to same; thence south  $41^{\circ}$  west 9.8 poles to corner to same; thence S  $56^{\circ}$  west 6.8 poles; thence  $36\frac{1}{2}^{\circ}$  west 21 poles; thence S  $25^{\circ}$  east 20 poles to a point near the creek; thence S  $43^{\circ}$  west 4 poles to a stake; thence S  $18\frac{1}{2}^{\circ}$  east 33 poles; thence S  $8\frac{1}{2}^{\circ}$  east 12.6 poles to a sycamore stump; thence N  $19\frac{1}{2}^{\circ}$  east 21 poles to a stone corner to Mose Chambers; thence N  $69^{\circ}$  east 40 poles to a stone corner to same; thence N  $39\frac{1}{2}^{\circ}$  east 16 poles to the beginning, containing 26 acres and one rood of land.

Tract 3. A certain tract of land in Clark County, Kentucky on Red River Pike and Bull Run Creek about two miles south of the mouth of Red River, and described as follows: Beginning at a stone corner to Mose Chambers and Mrs. Curtis; thence with Mose Chambers' line N  $88^{\circ} 45'$  east 528 feet; thence S  $72^{\circ} 15'$  east 478.5 feet to a stone at Bull Run Creek; thence N  $45^{\circ} 20'$  east 387.4 feet to a stone corner to John Watkins; thence N  $2^{\circ} 15'$  east 136.9 feet to a stone; thence N  $1^{\circ} 35'$  east 462 feet to a stone near the mouth of a branch; thence N  $6^{\circ} 55'$  west 207.9 feet to a stone corner to J. and W. Goolman; thence N  $26^{\circ} 00'$  west 297 feet to an old stump; thence along Goolman's line S  $15^{\circ} 55'$  west 495 feet to a stone; thence along Mrs. Curtis' line S  $05^{\circ} 35'$  east 732 feet to the place of beginning, containing 24.193 acres of land.

Tract 4. Being two parcels of land both situated in Clark County, Kentucky, on the waters of Bull Run Creek, bounded and described as follows, to-wit: (1) Beginning at a stone corner to W. S. Tuttle; thence with the line N  $75\frac{1}{2}$  degrees W 29 poles to a sugar tree; thence N 78 degrees W 26 poles to a stone corner to Mary Bruner and W. S. Tuttle; thence with said Bruner's line S  $19\frac{1}{2}$  degrees W 37 poles to the Allensville Turnpike; thence with said pike binding on the center thereof to said Bull Run Creek; thence up the creek with its meanders to the beginning, containing about ten (10) acres and being the same tract conveyed as recorded in Deed Book 60 page 177 in the Clark County Clerk's office.

Tract 5. (2) A certain tract of land on the waters of said creek adjoining the lands of Cyrus Curtis on the west, Mary Chambers on the east containing twenty (20) acres, more or less, and being the same conveyed to Moses Chambers by Leland Hathaway, as Master Commissioner by deed dated May 29, 1903, recorded in Deed Book 71, Page 638, in the Clark County Clerk's office.

Tract 6. Also a certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek and bounded as follows: Beginning at a stone corner, an oak tree pointer; thence with a division fence of Moses Chambers as it now runs to a coffee bean stump in W. A. Oliver's line thence with his line on the east, south and west to the beginning, containing eight acres, more or less, with a right of passway as allowed to said land in the deed from Moses Chambers to James Robinson, and being the same land conveyed to Vernon Chambers by James Robinson, and wife by deed of dated March 13, 1912, and of record in the Clark County Clerk's office in Deed Book No. 87, page 370.

Tract 7. (2) A certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek, and including all of the land lying on the east side of Bull Run Creek and bounded on the north by the lands of John Watkins, on the east by the land of Ambrose Chenault, on the south by the same land conveyed to Aaron Chambers by Moses Chambers and wife by deed of date January 27, 1917, and of record in the Clark County Clerk's office in Deed Book No. 94, page 414.

Being the same property conveyed from Elwood Devary, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 57, Clark County Clerk's Office.

Tract SM-26

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Red River and bounded and described as follows: Beginning at a stone corner to Mrs. Edith Curtis Warren and D. E. McKinney; thence along D. E. McKinney's line S 75-30' W 970 feet to a Stone on a ridge; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence N 23 E 1100 feet to a post, corner to Goolman and D. E. McKinney; thence S 84 W 93 feet to a point in Goolman's line and corner to W. N. McKinney's original tract; thence along W. N. McKinney's original tract; thence along W. N. McKinney's original tract S 28 W 477 feet; thence S 26 W 184 feet; thence S 23-25' W 700 feet to a post corner to same; thence S 26W 184 feet; thence S 52 E. 147 feet; thence S 28 W 326 feet; thence N 78 W 104 feet to center of Red River Road; thence along the average center of the said Road S 2-10W 284 feet to Abner; thence along Abner's lines S 79-50' E 400 feet; thence S 86-10' E 404 feet; thence N 0-15' W 182 feet; thence N 74-45' E 706 feet to a Hackberry tree; thence S 84-14' E 463 feet to a point corner to Abner and Mrs. E. Curtis; thence along her lines N 43-20' E 200 feet; thence N 35 E 183 feet; thence N 19-30' E 1083 feet to the place of beginning, containing 52.2 acres of land.

Tract 2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River Turnpike Road, beginning at a stone in I. N. Tuttle's line on the West side of the branch; thence with the agreed line S 28 W 72 poles to a stone; thence S 44 ¼ W 2 poles; thence S 25 W 4 poles to a stone; thence S 14 ½ W 3 poles; S 20 W 23 poles to a small mulberry bush on the bank of the branch; thence S 22 W 17 poles to a stake; thence S 32 ¾ W 5 poles to a stake;

thence S 12 W 14.64 poles to a stake; thence S 37 ½ W 5 poles to a stake; in the bed of the branch; thence departing from the branch with the agreed line S 49 E 10 poles to a stone; thence S 26 W 18 ½ poles to a stone; thence N 82 ¾ W 6 poles to a stake in the center of the Allensville Turnpike; thence with the same an agreed to the said Hisle and Cruse; thence with the same and binding original line; thence N 87 W 4.10 poles to a stake in Brock's line; thence N 7 W 19 poles to a stake; thence N 25 W 4 poles to Cruse and Hisle's original corner; thence N 37 ½ E 4 poles to a stake in the pike; thence with same being on the center of Brock's line; thence with his line N 7 W 34 poles to a stake; thence N 84 poles; thence N 32 ½ W 15 poles to a black walnut on the branch; thence with Mrs. L. F. Adams' line and I. N. Tuttle's line N 80 ½ E 74 poles to the beginning, containing 25 acres and 3 roods and 5 square poles of land, excepting all that portion of the land lying on the West side of the Allensville Road, containing between three quarter and one acre.

Tract 3. Beginning at a hickory tree corner to the Chas. W. Brock land; thence with his line S 45 E 33.4 poles to a stone corner to the said Brock; thence S 14 W 27.68 poles to a stone; thence S 13 ½ E 71 poles to a stake on the north bank of the Kentucky River; thence up the same as it meanders N 55 ½ E 15.2 poles; thence N 56 E 25 poles to a stake; thence N 75 ½ E 1.51 poles to a stake; thence departing from said river and with the line of the land formerly owned by S. W. Brock N 6 ½ W 133.56 poles to a stone corner to Wm. A. Oliver; thence with his line S 88 ½ W 16 poles to a stake in John T. Brock's line; thence with his line and Bull Run Creek as it meanders down same S 24 W 10.2 poles; thence S ½ W 1 poles; thence S 77 W 7.72 poles to a stake; thence S 4 E 65.24 poles to a stone in the south branch of Bull Run Creek; thence S 63 ½ W 8.84 to a stone corner to John T. Brock; thence S 61 W 10 poles; thence S 47 W 12 poles to the beginning, containing 36 acres and 8 poles of land.

Tract 4. A certain tract or parcel of land adjoining the tract above described and bounded as follows: Beginning at a stone corner to the S. W. Brock land and Emily D. Oliver line, S 88 ½ W 16 poles to a stake in Bull Run Creek; thence up the same N 24 E 8 poles to a stake, black locust pointer in John T. Brock's line; thence departing from said creek N 73 ¾ E 13.5 poles to a stake in the pike; thence S 6 ¾ E 10.5 poles to the beginning, containing 2 roods and 25 square poles of land.

Tract 5. A certain tract or parcel of land adjoining the tracts above described, and bounded as follows: Beginning at a stake in the branch, black locust pointer thence up the same N 24 E 6 poles; thence N 18 W 11.16 poles; thence N 32 ½ E 7.82 poles; thence N 24 ½ W 3 poles; thence east to a stake in center of Allensville pike, corner to Sylvester Dixon; thence along the center of same and with said Dixon's line to a stake in the line of W. A. Oliver containing 1 acre more or less of land.

Tract 6. A certain tract of land situated in Clark County, Kentucky, adjoining the lands above described and bounded as follows: Lot "A" in the report of survey of S. W. Brock's land on file in suit of S. W. Brock's assignee vs. S. W. Brock and C. and beginning at a stone on the Allensville turnpike road corner to Wm. Oliver; thence with his line S 6 ½ E 133 poles to a stake on the bank of the Kentucky River; thence up the river binding on the north bank N 80 E 50 poles to a stake on the river, corner to Mrs. Susan Wilcoxson; thence with her line N 6 ½ W 133 poles to a stone on the pike; thence with same binding on the center N 84 ½ W 11 poles; thence S 77 W 39.4 poles to the beginning, containing 42 acres, 3 roods and 30 square poles of land.

Tracts 7 and 8. All the right, title and interest of first parties in and to a certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek and bounded and described as follows: Beginning at a line on the east fork of Bull Run Creek; thence S 13° E 31.6 poles to a sugar tree, marked fore and half; thence S 29° W 13.3 poles to a small blue ash tree, corner to Joel Oliver's heirs; thence S 31° W 42 poles to a large beech tree marked fore and half; thence S 39° E 14 poles to a stake in John Martin's line; thence with the division line N 21 ½° E 83 poles to the beginning, containing fifty acres of land, more or less.

Also a certain tract or parcel of land situated in the County of Clark and State of Kentucky and bounded and described as follows: Adjoining the tract above described, and bounded on the north by the lands of Henry Wright's widow; on the east by the lands of Asa Brock; on the south by Bull Run Creek and the tract above described and on the west by the Charles Oliver tract of land, now owned by J. M. Stevenson and Haggard, and containing 23 acres, more or less.

Being the same property conveyed from Leoff Curtis, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 22, 1979, and recorded in Deed Book 240, Page 50, Clark County Clerk's Office.

Tract SM-27

Beginning at a post corner to Asa Kidd and Ira Haggard; thence along Asa Kidd's line N 15°00' E 254 feet to a locust tree; thence N 2°30' W 1435 feet to a post corner to Hignite and Goolman; thence along same S 79°30' W 692 feet; thence S 81°00' W 508 feet to post; thence S 8°00' E 252 feet to post corner to same; thence S 83°30' W 444 feet to post in Hignite's line and corner to Ora Haggard; thence along Haggard's line S 4° 10' E 485 feet; thence 6° W 970 feet to post corner to Ora Haggard and Booth and Ira Haggard; thence along Ira Haggard's line N 82° 30' E 981 feet to walnut tree; thence N 86° 30' E 130 feet to walnut tree; thence N 80° 30' E 326 feet to oak tree; thence N 64° 30' E 161 feet to a walnut tree; thence N 78° 10' E 91 feet to the place of beginning, containing 60.861 acres.

Being the same property conveyed from Beulah Barnett, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 214, Clark County Clerk's Office.

Tract SM-28

Tract 1A. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester near the waters of Bull Run Creek, on the north side of the Allensville-Red River Road and being more particularly described as follows: Beginning at a P.K. nail in the center of the Red River Road, thence leaving said road with an existing fence;

1. North 84°24' West and 231.70' to an iron pin;
2. South 88°37' West and 55.92' to an iron pin;
3. South 68°22' West and 180.75' to an iron pin;
4. South 74°11' West and 108.34' to an iron pin;
5. North 66°22' West and 98.50' to an iron pin;
6. North 60°02' West and 434.04' to an iron pin;
7. South 09°52' West and 15.08' to an iron pin;
8. North 87°34' West and 251.97' to an iron pin; Corner to Elwood Devary (formerly) new East Ky RECC, thence with the division line fence;

9. North 04°34' East and 562.02' to an iron pin;
10. North 84°58' East and 244.52' to an iron pin;
11. South 68°37' East and 331.62' to an iron pin;
12. South 67°18' East and 946.22' to an iron pin;
13. South 12°21' West and 104.82' to a P.K. nail in the centerline of Red River Road, thence meandering with the centerline of said road;
14. South 59°24' West and 61.92' to a P.K. nail;
15. South 49°07' West and 59.76' to a P.K. nail;
16. South 39°03' West and 59.59' to a P.K. nail;
17. South 30°59' West and 62.58' to the beginning containing 16.80 +/- acres.

Tract 1C. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester on the waters of Bull Run Creek on the North side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road thence leaving said road;

1. North 05°20' East and 275.30' to an iron pin; in the division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky. RECC, thence with the fence;
2. South 65°24' East and 55.78' to an iron pin;
3. North 65°42' East and 301.38' to an iron pin;
4. North 79°57' East and 86.42' to an iron pin;
5. South 88°25' East and 513.06' to an iron pin;
6. North 01°34' East and 535.56' to an iron pin;
7. North 08°57' East and 69.90' to an iron pin; Corner to Tract 1B thence with the division line of this tract and Tract 1B;
8. North 74°55' East and 335.91' to an iron pin w/steel post;
9. South 17°29' West and 320.01' to an iron pin w/steel post;
10. South 58°33' East and 47.22' to an iron pin w/steel post;
11. North 72°49' East and 50.08' to an iron pin w/steel post;
12. North 46°56' East and 96.99' to an iron pin w/steel post;
13. North 63°12' East and 205.58' to an iron pin w/steel post;
14. North 70°57' East and 396.18' to an iron pin w/steel post;
15. South 46°16' West and 431.17' to an iron pin w/steel post;
16. South 18°19' West and 441.56' to an iron pin w/steel post;
17. South 24°38' East and 280.11' to an iron pin w/steel post;
18. South 66°32' West and 623.92' to an iron pin;
19. South 19°51' West and 279.47' to a P.K. nail in the centerline of Allensville-Red River Road, thence meandering with the centerline of said road;
20. North 80°02' West and 98.56' to a P.K. nail;
21. North 86°12' West and 67.34' to a P.K. nail;
22. North 78°23' West and 46.08' to a P.K. nail;
23. North 60°26' West and 40.35' to a P.K. nail;
24. North 48°49' West and 119.21' to a P.K. nail;
25. North 59°24' West and 45.02' to a P.K. nail;
26. North 65°27' West and 75.85' to a P.K. nail;
27. North 57°01' West and 65.82' to a P.K. nail;
28. North 52°51' West and 138.09' to a P.K. nail;
29. North 58°44' West and 133.92' to a P.K. nail;

30. North 61°42' West and 76.70' to a P.K. nail;
31. North 70°44' West and 73.66' to a P.K. nail;
32. North 81°05' West and 60.83' to the beginning containing 27.32+/- acres.

Tract 1D. A certain tract of land located in Clark County, Kentucky approximately 12+/- miles south east of Winchester, on the waters of Bull Run Creek, on the north side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road, thence leaving said road with an existing division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky RECC,

1. North 04°14' West and 49.80' to an iron pin;
2. North 53°48' East and 31.79' to an iron pin;
3. North 20°34' East and 68.35' to an iron pin;
4. North 00°32' West and 52.33' to an iron pin;
5. North 15°56' West and 60.85' to an iron pin;
6. North 27°29' East and 97.16' to an iron pin;
7. North 14°31' East and 63.85' to an iron pin;
8. North 40°17' East and 36.79' to an iron pin;
9. South 86°17' East and 252.58' to an iron pin;
10. South 61°08' East and 206.81' to an iron pin;
11. South 51°14' West and 102.46' to an iron pin;
12. South 67°00' West and 202.93' to an iron pin;
13. South 01°07' East and 133.91' to a P.K. nail in the center of Allensville-Red River Road thence meandering with the centerline of said road,
14. South 86°13' West and 23.17' to a P.K. nail;
15. South 84°39' West and 260.52' to the beginning containing 3.07+/- acres.

Tract No. 2. A certain tract or parcel of land situated in Clark County, Kentucky, being Lot No. 4 in the division of the lands of Aaron Chambers, and beginning at a point in the Allensville (Winchester and Red River) turnpike road, and in the division line between Lots 3 and 4; thence along the pike S 85° W 290.7 feet; thence along the pike S 39° 05' W 552 feet to a corner to W. F. Skinner; thence S 13° 05' W 1798 feet to an old white oak stump; thence S 78° 25' E 501 feet to a stone, the division line between Lots 3 and 4; thence along the division line N 31° 05' E 2366.5 feet to the place of beginning, containing 25.566 acres of land.

Tract No. 3. A certain tract or parcel of land in Clark County, adjoining Tract No. 2, above described and bounded as follows: Beginning at a stone on the south side of the Winchester and Red River pike, corner to Aaron Chambers; thence S 86° 35' W 380 feet; thence S 80° W 364 feet; thence S 6° W 220 feet; thence S 75° 30' W 277 feet; thence S 9° E 204 feet; thence S 49° 20' E 683 feet; thence N 13° 05' E 605 feet; thence N 39° 30' E 542 feet to the place of beginning, containing 11 acres and 1 rood of land.

Tract No. 4. A certain tract or parcel of land situated in Clark County, Kentucky, and being Lot No. 3 on the plat of the division of the lands of Lizzie Chambers, deceased, and beginning on the division line of Lots Nos. 2 and 3; thence N 56° 0' W 80.8 feet to a point; thence N 81° 10' W 233 feet; thence S 85° 0' W 161.3 feet to division line between Lots Nos. 3 and 4; thence Leaving the pike and along division line S 13° 5' W 2366.5 feet to a stone corner to Lot No. 3;



thence S 78 25' E 267 feet to a stone; thence N 76 50' E 100 feet to stone, division line between Lots Nos. 2 and 3; thence along division line N 13 5' E 2372.4 feet to the place of beginning, containing 25.566 acres of land, more or less.

Being the same property conveyed from Dewey Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 14, 1979, and recorded in Deed Book 241, Page 95, Clark County Clerk's Office.

Tract SM-29

All that certain tract or parcel of land lying and being in the County of Clark, State of Kentucky situated about 15 miles southeast of Winchester, Kentucky on the north side of Red River Road and on the waters of Bull Run Creek, a tributary of the Kentucky River and being Parcel No. 2 on the plat of lands of Dewey Barrett and Laura Barrett of record in Plat Book 3, page 36 in the Clark County Court Clerk's Office. Said parcel of land is more particularly described as follows: BEGINNING at a point in the center of Red River Road opposite a set stone on north side of said road common to Dewey Barrett and Tract No. 4 of said Barrett; thence N 04° E 134.1 feet crossing a branch and a drain to a set stone on north edge of said drain; thence N 72° 07' E 203.0 feet crossing said drain to a set stone on southeast edge of said drain; thence N 57° 48' E 103.0 feet crossing said drain to a fence post corner common to Dewey Barrett and Elwood Devary; thence S 10° 49' W 275.1 feet crossing said drain to a point in center of Red River Road opposite a 12" black walnut on north side of said road common to Dewey Barrett and said Tract No. 4 of Barrett's; thence with center of Red River Road N 82° 13' W 83.8 feet; thence N 86° 53' W 155.0 feet to the place of beginning, containing an area of 1.10 acres more or less.

Being the same property conveyed from Clyde Douglas Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 113, Clark County Clerk's Office.

Tract SM-30

A certain tract of land located generally in Clark County, Kentucky, at the end of the Midway Road and being located on the west side of the L&N Railroad and more particularly described as follows:

Beginning at a point located in the R/W of the L&N Railroad and the centerline of the old Midway Road, thence with the center of the old road bed and the division line of Goolman and Stone

1. South 43°16' West and 146.39 feet; thence
2. South 46°45' West and 292.66 feet; thence
3. South 88°05' West and 56.71 feet; thence
4. North 73°12' West and 255.31 feet; thence
5. North 86°23' West and 191.01 feet; thence
6. North 65°15' West and 282.76 feet; thence
7. North 70°33' West and 142.56 feet; thence
8. North 49°41' West and 150.35 feet; thence
9. North 57°04' West and 211.23 feet; thence
10. North 82°46' West and 117.87 feet; thence
11. North 63°54' West and 192.40 feet; thence

12. North 52°46' West and 156.92 feet; thence
13. North 72°26' West and 328.55 feet; thence
14. North 57°46' West and 86.40 feet; thence
15. North 28°10' West and 114.62 feet; thence
16. North 02°38' West and 276.32 feet; thence
17. North 03°43' West and 208.03 feet; thence
18. North 18°59' East and 192.37 feet; thence
19. North 08°50' East and 177.57 feet to a 12" Maple, said point common to Stone and Tract 1, thence leaving the center of said road, corner to Stone, and with the division line of Tract 1
20. North 47°55' East and 258.64 feet to a 26" Elm, thence
21. North 61°44' East and 94.22 feet to a iron pin, thence
22. North 72°03' East and 93.91 feet to a iron pin, thence
23. North 80°33' East and 152.69 feet to a iron pin, thence
24. South 86°23' East and 222.44 feet to a fence post, thence
25. North 42°53' East and 164.56 feet to a fence post, thence
26. North 50°24' East and 169.02 feet to a fence post, thence
27. North 68°01' East and 79.56 feet to a fence post, thence
28. South 65°00' East and 209.66 feet to a point in the west R/W of L&N Railroad, thence with the R/W of the Railroad
29. South 02°58' West and 456.12 feet; thence
30. South 16°03' East and 488.68 feet; thence
31. South 30°06' East and 332.96 feet; thence
32. South 38°35' East and 170.40 feet; thence
33. South 44°24' East and 167.22 feet; thence
34. South 52°01' East and 311.36 feet; thence
35. South 56°06' East and 353.82 feet to the beginning containing 60.63 acres more or less.

Being the same property conveyed from Woodrow Crow, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 24, 1979, and recorded in Deed Book 240, Page 465, Clark County Clerk's Office.

Tract SM-31

Tract One. A certain tract of land situated in Clark County, Kentucky on the waters of Cotton's Branch, to-wit: Beginning at a stone corner to Lot 1, thence East 547 feet with John Brock's line to stone in said John Brock's line; thence North with an agreed line 550 feet to an oak tree in A. N. Bush's line; thence West with his line 680 feet to a stone corner in Hampton's line; thence South with Hampton's line 355 feet to a stone corner to Lot #1; thence East 100 feet to a stone corner to Lot #1; thence South E 275 feet to a stone corner to Lot #1; thence South 124 feet to the beginning containing five (5) acres, more or less, of land. This being Lot #2 in the division of the lands of George H. Osborne, deceased, and devised to his heirs by Will dated November 8<sup>th</sup>, 1889 and of record in the County Clerk's Office of Clark County, Kentucky in Will Book 2, Page 94.

Tract Two. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: Beginning at a stone corner in Hampton old line on the south side of the branch; thence East 131 feet to a stone corner to Racy Wright; thence North 100 feet, more or less to a stone in Lot No. 2 of the division of the lands of George H. Osborne; thence in a northwesterly direction 275 feet to a stone, corner to Lot No. 2; thence West 100 feet, more or less, to a stone corner in Hampton line; thence south with

said Hampton's line to the beginning, containing one acre more or less, and being Lot No. 1 in said division.

Being the same property conveyed from Oliver M. Chism, et al, to East Kentucky Power Cooperative, Inc. by Deed dated February 15, 1979, and recorded in Deed Book 239, Page 541, Clark County Clerk's Office.

Tract SM-32

A certain tract or parcel of land lying and being in Clark County, Kentucky, on Upper Howards Creek and bounded and described as follows, to-wit:

Beginning in center of branch road, corner to Asa Kidd; thence up said road N 54° E 333 feet; thence N 60° E 230 feet; thence N 83° E 180 feet; thence N 89° 50' E 84 feet; thence N 79° E 218 feet; thence N 78° 25' E 110 feet; thence N 89° E 371 feet; thence N 88° 15' E 273 feet; thence S 79° 40' E 951 feet to corner to Goolman; thence along his line S 26° 15' E 100 feet; thence S 15° 15' E 245 feet; thence S 36° 30' E 256 feet to a stone corner to Mrs. Curtis; thence down branch S 32° 10' W 300 feet; thence S 45° 15' W 236 feet; thence S 33° 30' W 240 feet; thence S 29° 15' W 191 feet to tree, corner to J. W. Goolman; thence along his line N 7° W 141 feet to sugar tree; thence N 58° 45' W 784 feet to walnut tree; thence N 84° W 1355 feet to a stone corner to J. W. Goolman; thence N 22° 45' W 250 feet; thence N 19° 15' W 140 feet; thence N 18° 15' W 160 feet to the place of beginning, containing approximately 61 acres of land.

Being the same property conveyed from Melvin Agee, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, page 170, Clark County Clerk's Office.

365. All that tract of property comprising the site of the East Kentucky Power Cooperative, Inc. Headquarters complex and being more particularly described as follows:

Tract H-1

All of that certain tract or parcel of land situated in Clark County, Kentucky, on the Winchester-Lexington Turnpike, U.S. Highway #60, about 4-1/2 miles west from Winchester, and more particularly bounded and described as follows:

BEGINNING at a point in the south property line of said tract, said property line also being the north right-of-way line of U.S. Highway #60 and said point also being forty (40) feet left (north) and opposite approximate station 114 + 08.94 of said Highway; thence running North 63°20'26" West along said right-of-way forty (40) feet left (north) and parallel to the center line of said Highway for a distance of 1153.24 feet, more or less, to a point in said right-of-way, said point being forty (40) feet left and radially opposite approximate station 102 + 55.7 of said Highway; thence continuing in a north-westerly direction along said right-of-way line forty (40) feet from and parallel to a 1° curve on the center line of said Highway for a distance of 547.16 feet, more or less, to a point in said right-of-way, said point also being forty (40) feet left and radially opposite approximate station 97 + 12.4 of said Highway; thence running North 68°46'26" West along said right-of-way forty (40) feet from a parallel to the center line of said Highway 144.9 feet, more or less, to a point in said right-of-way, said point also being forty (40)

feet left and opposite approximately station 95 + 67.5 of said Highway, and said point also being in the west property corner between the parties of the first part herein and the property now owned by the Lizzie Van Meter heirs; thence running North 0°58'34" East along said property line 2172.5 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running South 87° 40' 26" East along said property line 645 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running North 4° 52' 34" East along said property line 1146 feet, more or less, to a point in said property line, said point also being in the south right-of-way line of Interstate Highway I-64, and said point further being 130 feet right (south) and radially opposite approximate station 558 + 97 of said Highway; thence running southeasterly along said right-of-way line 130 feet right (south) and parallel to a 0° 30' curve on center line of said Highway for a distance of 695 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 566 + 00 of said Highway; thence running South 62° 13' 01" East along said right-of-way line for a distance of 691.95 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 573 + 00 of said Highway; thence running southeasterly along same said right-of-way line 130 feet right and parallel to a 0° 30' curve on the center line of said Highway for a distance of 578.66 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and opposite approximate station 578 + 85.30 of said Highway; thence running South 57° 32' 26" East along said right-of-way for a distance of 660.4 feet, more or less, to a point in said right-of-way, said point also being a corner to the parties of the first part herein and that of the property formerly owned by J. Scott Judy; thence running South 10° 22' 34" West along said property line 230 feet, more or less, to a point in said property line, said point also being corner to property formerly owned by J. Scott Judy; thence running South 28° 57' 34" West along said property line 2950 feet, more or less, to the point of beginning, containing 179 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Earl L. Boyles and Margaret K. Boyles, husband & wife, by deed dated September 30, 1965, and recorded in Deed Book 175, Page 594; and from H. L. Spurlock and his wife, Ida Spurlock, by deed dated May 15, 1974, and recorded in Deed book 214, Page 104, both documents of record in the Clark County Clerk's Office.

#### Tract H-2

Beginning at a point (corner fence post) in the north right of way line of U.S. Highway #60 and said point also being 40 feet left (north) and opposite approximate highway station 107 + 02.94, said point also bears North 63°20'26" West 706 feet more or less of a property corner between the lands of East Kentucky Rural Electric Cooperative Corporation and Scott Judy; thence running North 20°09'04" East a distance of 628 feet more or less to a point (iron pin); thence running North 69°50'56" West a distance of 172.90 feet more or less to a point (iron pin); thence running South 21°30'09" West a distance of 606.50 feet more or less to a point (iron pin); said point also being in the north right of way line of U.S. Highway #60 and being 40 feet left (north) and opposite approximate highway station 105 + 14.74; thence running South 63°20'26" East along said Highway right of way 40 feet left and parallel to the center line of said Highway

for a distance of 188.20 feet more or less to the point of beginning, and containing 2.552 acres more or less.

Being the same property conveyed from H. L. Spurlock, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 15, 1974, and recorded in Deed Book 214, Page 104, Clark County Clerk's Office.

366. All that tract of property known as the William C. Dale Electric Generating Plant, located at Ford, Kentucky, the parcels of which are more particularly described as follows:

Tract D-1

Tract No. 1. Beginning at a point in Coleman Kindred's line, said point being N 5-22 E 29.7 feet from a large elm tree; thence with said Coleman Kindred's line S 62-42 E 346 feet to a fence post corner to Morris Amster; thence with said Amster's line S 5-23 E 594 feet to an angle in said line; thence with same S 5-22 W 321 feet to a point at the intersection of lots 11 and 12 of the Asher Lumber Company Addition; thence with the line of said Addition S 41-50 W 912 feet to an iron pin in the center of the road leading from Ford to Boonesborough; thence with the average center of said road N 0-19 E 50 feet; N 31-13 E 398.5 feet; N 14-05 E 153.5 feet N 5-50 E 562.7 feet; N 6-47 W 197 feet; N 15-38 W 224 feet; N 3-03 W 247 feet to an iron pin the center of the road corner to Alex Vaughn and Coleman Kindred; thence said Kindred's line S 83-23 E 77.5 feet to the beginning, containing 10.18 acres.

Tract No. 2: Beginning at iron in the center of the road leading from Ford to Boonesborough corner to Coleman Kindred and Alex Vaughn; thence with said Vaughn's line N 83-23 W 184 feet to a point in the flow and at the river when the water is 9/10 feet deep on the dam; thence up the river with said flow line S 27-20 W 417 feet; S 34-40 W 389 feet S 27-20 W 282.5 feet; S 38-55 W 250 feet; S 26-08 W 194.6 feet; S 13-15 W 230 feet S 4-03 W 386 feet S 2-36 W 211.5 feet S 13-08 E 477.5 feet to a point 55 feet from the center line of the L & N Railroad and on the North side thereof; thence parallel with said center line 55 feet therefrom N 78-30 E 584.5 feet N 79-00 E 87.5 feet N 83-12 E 137 feet; thence S 6-48 E 5.0 feet; thence parallel with said center line and 50 feet therefrom S 87.45 E 124 feet to a point in said right of way line and corner to Florence Howard; thence departing from the railroad and with the line of Florence Howard N 20-05 W 150 feet N 58-00 E 55 feet to an iron pin the street line; thence N 20-15 W 531.2 feet to an iron pin in the center of the road leading from Ford to Boonesborough and corner to tract number one; thence with the line of tract No. 1 said line being the average center of the road to Boonesborough; N 0-19 E 50 feet N 31-13 E 398.5 feet N 14-05 E 153.5 feet N 5-50 E 562.7 feet N 6-47 W 197 feet N 15-38 W 224 feet; N 3-03 W 247 feet to the beginning, containing 43.98 acres.

Being the same property conveyed to East Kentucky RECC from Russell Grant, as Special Commissioner of the Clark County Court for and on behalf of Florence Howard by Deed dated November 20, 1951 and recorded in Deed Book 143, Page 101.

Tract D-2

Also, being the following described real estate in or near Ford, Clark County, Kentucky, on the west side of the Ford-Boonesboro Road and on the north side of the L.& N. right-of-way, more particularly described as follows (new survey):

Beginning at an iron pipe in the west margin of the Ford and Boonesboro Road in the line of East Kentucky Rural Electric Cooperative Corporation; thence with the said margin of said road S 35 43 E 80.4 feet to a fence post; thence S 22 43 E 91.9 feet to a fence post; thence S 00 29 W 57.5 feet to a stake in the said margin of said road in the north right-of-way fence of the L. & N. Railroad; thence N 82 06 W 68.4 feet to a stake in said right-of-way fence, a corner to East Kentucky Rural Electric Cooperative Corporation; thence with said Corporation N 19 59 W 152.2 feet to a stake; thence N 58 06 E 55 feet to an iron pipe; thence N 20 09 W 27.8 feet to the place of beginning, containing 0.30 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Florence Howard, widow by Deed dated December 12, 1951, and recorded in Deed Boo 143, Page 188, Clark County Court Clerk's Office.

Tract D-3

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Virgil McClanahan, Ollie B. Warner and George Holland, Trustees of the Free Pentecost Church of Riverside dated October 3, 1952 and recorded in Deed Book 144, Page 611;

Tract D-4

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from E. M. Vanderpool and Lora Vanderpool, his wife, dated October 3, 1952 and recorded in Deed Book 145, Page 83;

Tract D-5

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Ida M. Maupin, unmarried, dated October 3, 1952 and recorded in Deed Book 144, Page 610;

Tract D-6

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Robert Thompson, John Nickels and Watson Warner, Trustees of the Christian Church of Ford, dated January 23, 1954 and recorded in Deed Book 147, Page 319.

Tract D-7

Also, a tract or parcel of land at Ford, in the County of Clark, State of Kentucky, and being more particularly described as follows:

Beginning at a point in Grantor's north right of way line, fifty six and three tenths (56.3) feet northwardly along a radial line from a point in the center line of the southbound main track of the Cincinnati Division, formerly the Kentucky Division of the railroad of the Grantor at Valuation Station 5644/31, which point is one hundred forty and nine tenths (140.9) feet measured eastwardly along said center line of southbound main track from Mile Post 107 from Cincinnati; Ohio; thence eastwardly along Grantor's north right of way line a distance of two hundred forty six and five tenths (246.5) feet to a point opposite Valuation Station 5640/48; thence southwardly along Grantor's right of way line a distance of five (5) feet to a point; thence eastwardly along said Grantor's north right of way line a distance of eighty three (83) feet to a point, said point being seventy four and three tenths (74.3) feet northwardly along a radial line from a point in said center line of southbound main track at Valuation Station 5639/69; thence westwardly a distance of two hundred twenty seven (227) feet to a point, thirty five and eight tenths (35.8) feet northwardly along a radial line from a point in said center line of southbound main track; thence in a northwesterly direction turning an angle of 71° 25' to the right a distance of eighteen and two tenths (18.2) feet to a point; thence westwardly turning an angle of 76° 34' to the left a distance of one hundred sixty one (161) feet to a point, thirty four and nine tenths (34.9) feet northwardly along a radial line from a point in said center line of southbound main track; thence northwestwardly turning an angle of 17° 10' to the right a distance of eighty five (85) feet to the point of beginning, containing twenty four hundredths (0.24) acre, more or less.

Being the same property conveyed to East Kentucky RECC from Louisville & Nashville Railroad Company by Deed dated December 28, 1956, and recorded in Deed Book 202 at page 86.

Tract D-8

Also, all that part of a certain tract or tracts of land lying on the south side of the Ford Four Mile Road and being in Clark County, at Ford, Kentucky, and being more particularly described as follows, to-wit:

Beginning at a point in the centerline of the Ford-Four Mile Road and said point being directly opposite the north gatepost in the property line between the party of the first part and the property now owned by Troy E. Childers and Henry Wrenn, and said point further being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running S 57° 48' E along the centerline of the Ford-Four Mile Road for a distance of 326.8 feet more or less, to a point in the centerline of said road; thence, continuing along the centerline of the same said road S 79° 40' E 69.0 feet; thence, N 80° 08' E 71.2 feet, thence, N 58° 22' E 228.0 feet; thence, N 52° 57' E 196.0 feet; thence, N 44° 51' E 128.0 feet; thence, N 38° 50' E 742.0 feet; thence, N 36° 01' E 416.0 feet, thence N 32° 53' E 187.0 feet; thence, N 35° 09' E 646.0 feet; thence, N 38° 44' E, a distance of 173.7 feet to a point in the centerline of the same Ford-Four Mile Road and said point also being directly opposite the north headwall of an existing culvert under said road; thence, running S 53° 52' E, a distance of 60.0 feet, more or less, to a point in the low waterline of the Kentucky river; thence, running downstream along said low waterline S 42° 35' W, a distance of 179.1 feet to a point in said low waterline; thence, continuing downstream along the same said low waterline of the Kentucky River S 35° 57' W 644.6 feet; thence, S 30° 29' W 189.6 feet; thence, S 32° 53' W 420.0 feet; thence, S 38°

52' W 749.1 feet; thence, S 44° 32' W 138.0 feet; thence, S 43° 48' W 463.8 feet; thence, S 47° 02' W 292.7 feet; thence, S 56° 57' W 304.8 feet; thence, S 66° 11' W 163.8 feet; thence S 86° 12' W 165.0 feet; thence, N 75° 43' W 84.1 feet; thence, N 61° 21' W 276.9 feet, thence, N 47° 29' W 366.5 feet; thence, continuing downstream along the same said low waterline of the Kentucky River, N 33° 49' W for a distance of 284.4 feet, more or less, to a point in said low waterline and said point also being a point in the south right-of-way line of the Louisville & Nashville Railroad Company and said point further being 306.6 feet from (south) and at right angles (90°) to the centerline of said Louisville & Nashville Railroad Company's northbound main track at location Station 5646+07.9; thence, running N 65° 43' E along the south right-of-way line of the Louisville & Nashville Railroad Company for a distance of 160.2 feet to a point in said right-of-way line; thence, running N 64° 40' E along same said right-of-way line, a distance of 574.0 feet, more or less, to a point in said right-of-way line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running S 36° 42' E along the property line of said Childers and Wrenn for a distance of 353.9 feet, more or less, to a point in said property line; thence, continuing along same property line S 40° 21' E a distance of 57.5 feet to a point in said property line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by the same said Childers and Wrenn; thence, running N 44° 45' E along said property line 202.5 feet, more or less, to the point of beginning; containing 22.93 acres, more or less.

Excepted from the above described tract of land are two (2) strips of land totaling approximately 1.12 acres for roadway purposes for a total area of approximately 21.81 acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Delena Rowland, an unmarried woman, by Deed dated September 21, 1974, and recorded in Deed Book 216 at page 464.

#### Tract D-9

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, and said parcel being more particularly described as follows, to wit:

Beginning at a railroad spike in the center of the Ford and Four Mile Road a corner to Ray Rowland; thence with center of said road N 43° 21' W 91.6 feet to a railroad spike; thence N 17° 15' W 103.4 feet to a railroad spike in the center of said road, a corner to L & N Railroad Company; thence with said Railroad S 84° 39' W 206.1 feet to a point in the fence thence S 75° 40' W 30.6 feet to a stake in the fence, a corner to Ray Rowland in the line of the Railroad; thence with said Rowland S 32° 40' E 348.7 feet to a point in the fence; thence S 34° 45' E 56.5 feet to a fence post; thence N 50° 13' E 198.3 feet to the place of beginning, containing an area of 1.53 acres, more or less.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Troy E. Childers, et al by Deed dated June 27, 1975, recorded in Deed Book 219, Page 692. There is excepted from the above described property that property conveyed by East Kentucky Rural Electric Cooperative Corporation to the Commonwealth of Kentucky



for the use and benefit of the Department of Highways by Deed dated September 9, 1965 and recorded in Deed Book 175, Page 507.

Tract D-10

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

A certain house and store building located in the town of Ford, Clark County, Kentucky, and Lots 4, 5, 6, 7 and 8 in Block 1 of the Asher Lumber Company Addition as of record in the Clark County Court Clerk's office in Deed Book 57, pages 554 and 545.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Darrell Estes, et ux, by deed dated May 14, 1993, and recorded in Deed Book 313, page 694.

Tract D-11

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

Beginning at an iron pin in the existing right-of-way of CSX Transportation, Inc. (formerly L&N Railroad), located South  $86^{\circ}17'37''$  East 85.00 feet from a point 56.3 feet north of and perpendicular to south bound station 5644+31 and corner to East Kentucky Power Cooperative Corporation, thence with the existing right-of-way and East Kentucky Power Cooperative Corporation;

North  $76^{\circ}32'23''$  East 161.00 feet to an iron pin, thence;

South  $26^{\circ}53'40''$  East 18120 feet to an iron pin, thence;

North  $81^{\circ}41'23''$  East 227.00 feet to an iron pin, thence;

With a curve to the right, having a radius of 1005.366 feet, a length of 189.877 feet and a chord of South  $78^{\circ}44'23''$  East 189.59 feet to an iron pin in the existing right-of-way of Ford Road, twenty feet from the average center, thence leaving East Kentucky Power Cooperative Corporation with CSX Transportation, Inc. and the right-of-way of Ford Road twenty feet from the average center;

South  $11^{\circ}21'28''$  East 28.13 feet to an iron pin, 30 feet north of average centerline of CSX Transportation Track #634;

A curve to the left, having a radius of 2028.90 feet, a length of 152.858 feet, and a chord of North  $83^{\circ}51'53''$  West 152.82 feet to an iron pin, thence;

North  $85^{\circ}49'25''$  West 97.68 feet to an iron pin, thence;

A curve to the left, having a radius of 1303.57 feet, and length of 331.826 feet, and a chord of South  $86^{\circ}41'04''$  West 330.93 feet to an iron pin, thence;

North 10 36'21" West 6.35 feet to the beginning, containing 0.34± acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from CSX Transportation, Inc. by deed dated January 4, 1994 and recorded in Deed Book 319 at page 315.

All deeds conveying Tracts D-1 through Tract D-11 are of record in the Clark County Clerk's Office.

UPDATED 8/31/04

367. All that tract of property known as the Hardwick's Creek Substation, located at Powell County, Kentucky, along Hwy #2001 (Spout Springs Road) and along the waters of Hardwicks Creek, containing 1.735 acres and conveyed from Glenda Rountree by Deed dated the 16<sup>th</sup> day of August 2004, of record in Deed Book 156, Page 711, in the Powell County Clerk's Office.
368. All that tract of property known as Miller Hunt Substation, located in Clark County, Kentucky, along Miller Hunt Road, approximately 0.3 miles North of the intersection of Miller Hunt Road and KY Hwy 15, containing 2.267 acres and conveyed to East Kentucky Power Cooperative, Inc. from Donald R. Bellamy and Judith D. Bellamy by deed dated the 28<sup>th</sup> day of August, 2004, and of record in Deed Book 421, Page 354 in the Clark County Clerk's Office.
369. All that tract of property known as Plummer's Landing Substation, the following certain tract of real property situated, lying and being near Plummers Landing Road and Kentucky Hwy #32, in Fleming County, Kentucky, containing 1.816 and conveyed to East Kentucky Power Cooperative, Inc. by Donald G. Logan and Elaine H. Logan by deed dated the 23<sup>rd</sup> day of July 2004, and recorded in Deed Book No. 219 on Page 745, in the Fleming County Clerk's Office.

UPDATED 10/06/04

370. All that tract of property known as Goddard Switching Station Addition, the following certain tract of real property situated, lying, and being near KY Hwy #32, in Fleming County, Kentucky containing 1.280 acres by survey and acquired from J.C. McKee and Ruth McKee, husband and wife, by Deed from J.C. McKee, et.al., dated the 12th day of October 2004 and recorded in Deed Book 22-, Page 514, of the Fleming County Clerks Office.

Updated 11/16/04

371. All of that parcel of land (known as Hebron Substation) located on the northwest side of Graves Road about 1.2 Miles northeast of the intersection with Kentucky Hwy #20 at Bullittsville, KY in Boone County, Kentucky containing 4.964 acres and acquired by deed from Tri-State Improvement Company to East Kentucky Power Cooperative, Inc.,

dated February 18, 2005 and recorded in Deed Book 892 at Page 350 in the Boone County Clerk's office.

UPDATED 01/06/05

372. All that parcel of land known as the Little Mount Substation located in Spencer County, Kentucky, lying and being near intersection of Ky Hwy #44 and Miller Road, and containing 1.742 acres and acquired by deed from Lois Ann Bridgewater and David Bridgewater, dated April 13, 2005, as recorded in Deed Book 196 Pg. 168 in the Spencer County Clerks Office.

Updated 2/16/05

373. All that parcel of land located in Laurel County, Kentucky, and more particularly described as follows:

BEGINNING at an iron pin found P.L.S. #3118, at a corner fence post at what was once the eastern most point of the Original Blunschi parent tract (now the eastern most corner of East Kentucky Power Coop., Inc.), said pin being the northern most corner of Linda Hunt Jones (D.B. 473, Pg 402), in the line of Robert L. Harris and others (D.B. 242, Pg 111), and being N55°14'57"W - 299.15 feet from the northwest edge of right-of-way of Kentucky Hollow Road (15' from centerline at the Linda Hunt Jones eastern most property corner); Thence leaving the Harris line and running with an existing fence and the division line between Jones (D.B. 473, Pg 402) and East Kentucky Power Coop., S31°32'25"W - 299.90 feet to an iron pin found, P.L.S. 3118, said pin being the Eastern most corner of the tract being created this day and the southern most corner of East Kentucky Power Coop, Inc. (D.B. 543, Pg. 536) and being the POINT OF BEGINNING for this description; Thence continuing with the Jones line S31°32'25"W - 55.03' to an iron pin set (5/8" x 18" steel rebar with aluminum survey cap bearing P.L.S. #3118 set as will be typical for all set corner monuments) said pin being a new corner of the parent tract of Blunschi and the southern most corner of the parcel being created this day; Thence with a new line and corner to the parent tract, N20°17'30"W - 89.04 feet to an iron pin set on the line of East Kentucky Power Coop.; Thence with the line of East Kentucky Power Coop, S58°27'55"E - 70.00 feet to the Point of Beginning and containing 0.044 acres by Survey.

All bearing are based on grid north as observed by global positioning satellites on May 2, 2002.

This being a landlocked portion of the eastern most corner of that remaining property as acquired by Albert J. and Betty Ann Blunschi, husband and wife, by deed from Olin M. and Dorothy E. Reams, husband and wife, on the 27<sup>th</sup> day of June, 1963, and of record in Deed Book 162, Page 209 in the Laurel County Clerk's Office (Albert J. and Betty Ann Blunschi have previously deeded a tract adjacent to the parcel being created this day to East Kentucky Power Cooperative).

Updated 4/28/05

**THE REMAINING PROPERTIES HAVE BEEN ACQUIRED BY BORROWER  
SUBSEQUENT TO THE FILING OF THE LAST SUPPLEMENTAL MORTGAGE AND  
SECURITY AGREEMENT DATED JUNE , 2004.**

374. All that parcel of land located in Clinton County, Kentucky, and more particularly described as follows:

Beginning at an iron pin found (PLS #1603-1545) on the eastern edge of right-of-way of Ky Hwy 2063, said pin being 25.2 feet southeast of centerline on KY Hwy 2063, said pin being 1770 feet southwest of the intersection of Ky Hwy 2063 and Ky Hwy 90 in Clinton County Kentucky near the town of Albany, said pin being the northwest corner of Daniels (D.B. 107, Pg 729), the southwest corner of the parent tract, and also being the western most corner of the parcel being created this day, and being the POINT OF BEGINNING for this description; Thence leaving the line of Daniels (D.B. 107, Pg 729) and with the eastern edge of right-of-way of Ky Hwy 2063 N36°08'57"E 20.00 feet to an iron pin set (5/8"x 24" rebar with 2" aluminum cap stamped D G GOOCH PLS #3118 as will be typical for all set corner monuments) said pin being approximately 25.00 feet southeast of centerline of Ky Hwy 2063, said pin being a new corner to the parent tract of Dicken, and the northern most corner of the parcel being created this day; Thence leaving the right-of-way of Ky Hwy 2063 and with a new line to the parent tract S05°36'51"E 29.84 feet to an iron pin set on the line of Daniels (D.B. 107, Pg.729, said pin being a new corner to the parent tract, and the southern most corner of the parcel being created this day; Thence with Daniels N47°22'36"W 20.00 feet to the point of beginning and containing 0.005 acres by survey.

This being a portion of the property acquired by Carvin and Doshie Dicken, as joint tenants with rights of survivorship, from Norman H. and Elizabeth B. Guffey by deed dated the 3<sup>rd</sup> day of April, 1997 and recorded in Deed Book 103, Page 677 in the Clinton County Court Clerk's Office. Said Carvin Dicken has since deceased and said Doshie Dicken has appointed Sallie Appleby, Eva Gutherie and Ruel Dicken as her Attorneys-in-fact for purposes of making conveyances of real property by way of that Power of Attorney dated August 11, 1999 and recorded in Book 6 at Page 343 in the Clinton County Court Clerk's Office.

375. All that parcel of land known as the Oxford Substation and located in Scott County, Kentucky, containing 2.318 acres by survey conveyed from Duard M. Traylor and Christine Traylor by deed dated the 27th day of April, 2005 and recorded in Deed Book 291, Page 516 in the Scott County Clerk's Office.
376. All that parcel of land located in Lewis County, Kentucky, and more particularly described as follows:

Beginning at a point on the centerline of Ky Hwy 3310 at the intersection of centerline of Kilbreth Road (county road) in Lewis County Kentucky just east of

the community of Foxport; Thence leaving the centerline of Ky Hwy 3310 and running with the centerline of Kilbreth Road S59°36'44"E 239.30 feet to a point in the center of Kilbreth Road; Thence leaving the centerline of Kilbreth Road N30°23'16"E 15.00 feet to an iron pin set (5/8"x 24" rebar with 2" aluminum cap stamped D G GOOCH PLS #3118 as will be typical for all set corner monuments), said pin being on the northeast edge of right-of-way of Kilbreth Road 15.00 feet northeast of centerline, said pin being a new corner to the parent tract and the **Point of Beginning for this description**; Thence with the northeastern edge of right-of-way of Kilbreth Road S59°36'44"E 250.00 feet to an iron pin set said pin being approximately 15.00 feet northeast of centerline of Ky Hwy 2063, said pin being a new corner to the parent tract of Stamm, and the southeast corner of the parcel being created this day; Thence leaving the right-of-way of Kilbreth Road and with a new lines and corners to the parent tract N29°55' 14"E 225.00 feet to an iron pin set, N59°36'44"W 250.00 feet to an iron pin set, and S29°55'14"W 225.00 feet to the point of beginning and containing 1.291 acres by survey.

This being a portion of the property acquired by Billy Franklin and Connie Sue Stamm from The Co Executors of the Estate of Dorothy Mabel Stamm by deed dated the 2ih day of June, 2003 and recorded in Deed Book 199, Page 420 in the Lewis County Clerk's Office.

UPDATED 7/18/05

377. All that parcel of land located in Clinton County, Kentucky, and more particularly described as follows:

Beginning at a corner tree in the northern right-of-way of Ky Hwy 90 approximately 116.10 feet north of centerline, said tree being S86°34'23"W 220.91 feet from the intersection of the western edge right-of-way of Wray Ridge Road and the Northern edge of right-of-way of KY Highway 90 in Clinton County Kentucky near the town of Albany, said tree being the southwest corner of Lindle Castle (D.B. 52, Pg. 34), the southeast corner of the parent tract of Charlie and Kathy Stearns (D.B. 108, Pg. 413), and also being the southeastern corner of the parcel being created this day, and being the **Point of Beginning for this description**; Thence leaving the right-of-way of Ky Hwy 90 and with the line of Castle (D.B. 52, Pg. 34) N14°50'27"W passing an iron pin set (5/8"x 24" rebar with 2" aluminum cap stamped D G GOOCH PLS #3118 as will be typical for all set corner monuments) at 5.00 feet from said tree and continuing at the same bearing for a total distance of 225.00 feet to an iron pin set, said pin being on the line of Castle (D.B. 52, Pg. 34), a new corner to the parent tract of Stearns, and also being the northeast corner of the parcel being created this day; Thence leaving the line of Castle (D.B. 52, Pg. 34) with new lines and corners to the parent tract for the following two courses: S86°50'32"W 250.00 feet to an iron pin set, and S14°50'27"E 225.00 feet to a new corner of the parent tract, said pin being on the northern edge of right-of-way of Ky Hwy 90, said pin being approximately 118.57 feet north of the centerline of Ky Hwy 90, and being the southwestern corner of the parcel being created this day; Thence with said right-of-way N86°50'32"E 245.00 feet to an iron witness pin set, and continuing at the

same bearing for a total distance of 250.00 feet to the point of beginning (corner tree) and containing 1.265 acres by survey.

This being a portion of the property acquired by Charlie and Kathy Stearns from Arnold and Kathy Cool by deed dated the 23<sup>rd</sup> day of September, 1998 and recorded in Deed Book 108, Page 413 in the Clinton County Court Clerk's Office.

UPDATED 8/2/05

378. All that parcel of land located in Mason County, Kentucky, and more particularly described as follows:

Beginning at an iron pin & cap set (RDH 3264 5/8" Rebar Typical) in the south right of way of Ky Hwy 8, corner to Johnny P. Bevins DB 220, PG 269 and corner to East Kentucky Power Coop., Inc. DB 185, PG 269; Thence leaving the south right of way of Ky Hwy 8 along the line of East Kentucky Power Coop., Inc. S 18-32-23 W 37.66'; Thence S 00-25-45 W 83.00'; Thence S 23-44-14 E 88.00' to an iron pin and cap set; Thence S 53-47-14 E 300.00' to an iron pin and cap set; Thence S 74-43-56 E 237.87' to an iron pin and cap set in the west right of way of Ky 1957, corner to Bevins and corner to East Kentucky Power Coop., Inc.; Thence leaving the line of East Kentucky Power along the west right of way of Ky 1957 S 65-12-35 W 64.24' to a point, being Sta. 99+00 45' Lt. of centerline of Ky 1957; Thence S 72-45-22 W 250.29' to a point in the west right of way of Ky 1957, being Sta. 96+49.91 35' Lt.; Thence S 66-03-08 W 160.24'; Thence S 48-42-49 W 53.61' to a right of way marker, being Sta. 94+50 30' Lt.; Thence continuing along the west right of way of Ky 1957 S 49-58-17 W 100.03'; Thence S 37-42-25 W 90.14'; Thence S 21-11-24 W 93.74'; Thence S 00-17-28 W 101.05'; Thence S 05-08-30 E 96.45' to an iron pin and cap set in the west right of way of Ky 1957; Thence leaving the west right of way of Ky 1957 along the centerline of an Old County Road S 06-37-01 W 620.32' to an iron pin and cap set, corner to Bevins and corner to East Kentucky Power Coop., Inc. DB 185, PG 269; Thence along the line of East Kentucky Power N 84-42-28 W 160.00' to an iron pin and cap set in the centerline of Foundation of Old Stone Bridge and near the center of Lawrence Creek, corner to Bevins, and continuing along the line of East Kentucky Power Coop., Inc. N 68-41-21 E 90.58'; Thence N 14-45-37 W 106.54'; Thence N 18-50-00 E 163.29' to a cut-off metal fence post found in the south right of way of Ky Hwy 8, corner to Bevins and corner to East Kentucky Power Coop., Inc. DB 202, PG 335; Thence leaving the line of East Kentucky Power Coop., Inc. along the south right of way of Ky Hwy 8 S 71-54-21 E 317.83' to the point of beginning containing 13.884 acres according to the survey of R. David Hord PLS 3264 of RDH Surveys, Inc., 5/24/2004.

Being the same property conveyed to John "Johnny" P. Bevins by Robert G. Zweigart, Master Commissioner of the Mason Circuit Court, by Master Commissioners Deed dated April 30, 1984 and recorded in Deed Book 220 at Page 269 and from Joellen M. Browning, single (fka Joellen McNutt Edghill) by Deed of Correction dated January 6, 2004 and recorded in Deed Book 308 at Page 6, both documents of record in the Mason County Clerk's Office.

Updated 9/1/05

379. All that parcel of land located in Mason County, Kentucky and more particularly described as follows:

Situated in Mason County, Kentucky and designated as Lot No. 2 on the Plat of Green Valley Subdivision, recorded in Plat Book 1, page 96, records of the Clerk of the Mason County Court.

Being the same property conveyed to Mark A. Linsberg and Phyllis S. Linsberg from Robert E. Harpest and Theresa A. Harpest, husband and wife, by Deed dated October 23, 1992 and recorded in Deed Book 248 at Page 567 of record in the Mason County Clerk's Office.

Also, Being all of Lot No. 3 of Green Valley Subdivision, as shown by plat thereof of record in the Mason County Clerk's Office in Plat Book 1, Page 96 and to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Mark A. Linsberg and Phyllis S. Linsberg, husband and wife, by deed from Commonwealth Mortgage Assurance Company Services Company, dated June 17, 1991 and recorded in Deed Book 242, Page 406 of record in the Mason County Clerk's Office.

Updated 9/22/05

380. All that parcel of land located in Anderson County, Kentucky and more particularly described as follows:

All of that tract of property situated along Powell Taylor Road between the properties of Freedom Baptist Church and the Russell Crabtree residence and identified as Tract 7B, a total of 3.496 acres, as shown on the Plat in Plat Cabinet B, Slide 169 recorded in the Anderson County Court Clerk's office.

Being a portion of that property conveyed from Norma Keller to Russell and Lisa Crabtree by Deed dated October 26, 1994, and recorded in Deed Book No. 160 on Page 348 in the Anderson County Court Clerk's office.

Updated 12/05/05

381. All that parcel of land located in Wayne County, Kentucky and more particularly described as follows:

Beginning at a point in the southern right-of-way of KY HWY 90 (100.00' south of centerline), said point being approximately 2,760 feet north east of the intersection of KY Hwy 90 and KY Hwy 3106 near the community of Gap of the Ridge in Wayne County, KY, said point being the north west corner of the Daniels parent tract (D.B. 143, PG 198) and the north east corner of Benjamin Cooper (D.B. 286, PG 597). Thence leaving the southern right-of-way of KY HWY 90 with the division line between Daniels (D.B. 143, PG 198) and Cooper

(D.B. 286, PG 597) S23°15'44" E 488.00 feet to an iron pin set (5/8" x 24" rebar with 2" aluminum cap stamped D G GOOCH PLS #3118 as will be typical for all set corner monuments), said pin on the line of Benjamin Cooper (D.B. 286, PG 597), and being a new corner to the Daniels parent tract (D.B. 143, PG 198) and being the north west corner of the tract being created this day, and also being the POINT OF BEGINNING for this Description; Thence continuing with the line of Benjamin Cooper (D.B. 286, PG 597) S23°15'14"E 147.26 feet to a found capped iron pin stamped 2085; Thence with the line of Ben Cooper (D.B. 307, PG 70) S30°38'25"E 117.03 feet to an iron pin set, said pin being a new corner to the Daniels parent tract (D.B. 143, PG 198), and being the south west corner of the tract being created this day; Thence leaving Cooper and with new lines and corners to the Daniels parent tract (D.B. 143, PG 198) for the following three courses: N58°35'56"E 192.97 feet to an iron pin set, N24°46'34"W 230.82 feet to an iron pin set, and S68°14'51"W 200.00 feet to the point of beginning containing 1.137 acres by survey.

**EASEMENT:** There is conveyed, for the benefit of the above described parcel, a 75.00 foot wide permanent access and distribution line easement running from the southern right-of-way of KY HWY 90 (100.00' south of centerline) to the northwest corner of the above described tract. Said easement is more particularly described as follows:

Beginning at a point in the southern right-of-way of KY HWY 90 (100.00' off centerline), said point being approximately 2,760 feet north east of the intersection of KY HWY 90 and KY HWY 3106 near the community of Gap of the Ridge in Wayne County, KY, said point being the north west corner of the Daniels parent tract (D.B. 143, PG 198) and the north east corner of Benjamin Cooper (D.B. 286, PG 597), and being the POINT OF BEGINNING for this Easement Description; Thence leaving the southern right-of-way of KY HWY 90 with the division line between Daniels (D.B. 143, PG 198) and Cooper (D.B. 286, PG 597) N23°15'44"W 488.00 feet to an iron pin set (5/8" x 24" rebar with 2" aluminum cap stamped D G GOOCH PLS #3118), said pin being a common corner of Daniels (D.B. 143, PG 198), Benjamin Cooper (D.B. 286, PG 597), and the tract described above; Thence with the northern line of the tract described above N68°14'51"E 75.12 feet to a point; Thence across Daniels (D.B. 143, PG 198) N23°16'22"W 516.22 feet to a point in the southern right-of-way of KY HWY 90; Thence with said right-of-way for the following 2 courses: S46°55'43"W 42.01 feet, and S48°02'10"W 37.45 feet to the point of beginning and containing 0.865 acres by survey.

Being a portion of the same property acquired by James and Lela Daniels from Lewis Harmon by deed dated the 20<sup>th</sup> day of April 1973 and recorded in Deed Book 143, Page 198 in the Wayne County Court Clerk's office.

Updated 2/20/06

82. All that parcel of land known as the Inez Substation and located in Martin County, Kentucky, lying and being near Calloway Road and Ky Hwy 40 containing 1.256 acres and acquired from Belva Osborne to



East Kentucky Power Cooperative on March 7, 2006 by deed recorded in Deed Book 161 at Page 251 in the Martin County Clerk's office.

Updated 3/28/06

383. Being a part of that parcel of land located in Clark County, Kentucky, lying and being near the intersection of North Middletown Road and Donaldson Road in Clark County, Kentucky, containing 22.129 acres as conveyed from Ronald D. Tevis and Shirley J. Tevis by deed dated February 10, 2006 and recorded in Deed Book 430 at Page 580. EXCEPTION: That certain tract or parcel of land being identified as Tract 3-A, containing 7.97 acres, on the plat for East Kentucky Power Cooperative, which plat is of record on Plat Slide 1661B, Clark County Clerk's office, reference to which plat is hereby made for a more particular description. The property is subject to a 100' wide utility easement shown on the aforementioned plat, which runs adjacent to the north property line from North Middletown Road to the west (rear) property line and was conveyed to Jacquelyn Ann Conant and Daniel Alverson from East Kentucky Power Cooperative, Inc., on October 31, 2006 and recorded in Deed Book 438, at Page 58, in the office of the Clark County Clerk, Winchester, Kentucky.
384. All that parcel of land located in Robertson County, Kentucky, and more particularly described as follows:

A certain tract or parcel located on Ky Hwy 165 in Robertson County, Kentucky and being created by a subdivision of the property of Ronald Lovins and Barbara Lovins, recorded in Deed Book 43, Page 547 and in Deed Book 48, Page 348 and being further described as follows:

Beginning at a 5/8" rebar iron pin with cap stamped "KND 3535" (set this survey), in the north right of way line of KY HWY 165 (30 feet from centerline of said highway), a corner to Donald Moran and Mary Lou Moran (DB 36, PG 254); thence leaving said north right of way line with the line of Moran N14°04'06"W, 251.32 feet to an existing 5/8" rebar pin with cap stamped "PELL 3221" (found), a corner to Bruce D. Lovins and Pamela S. Lovins (DB 49, PG 556); thence with the line of Lovins N69°21'08"E, 203.41 feet to an existing 5/8" rebar iron pin with cap stamped "PELL 3221" (found); thence with a line dividing the lands of Ronald and Barbara Lovins (DB 43, PG 547) two (2) calls N69°21'08"E, 21.57 feet to a 5/8" rebar iron pin with cap stamped "KND 3535" (set this survey); thence S20°39'26"E, 233.80 feet to a 5/8" rebar iron pin with cap stamped "KND 3535" (set this survey) in the north right of way line of KY HWY 165; thence with the north right of way line of KY HWY 165 254.32 feet along an arc with radius of 6406.55 feet, the chord of which is S65°46'36"W, 254.31 feet to the point of beginning. Contains 1.32 acres.

The above description is based on a survey performed under the direction of Kevin N. Davis, PLS 3535, 29 Atkinson Street, Stanton, Kentucky by the method of random traverse with sideshots. The unadjusted precision ratio of the traverse was 1:37,804 and was not adjusted. The survey is a class A survey. Basis of bearings is grid north, Kentucky North Zone State Plane Coordinate System, NAD 83.

Being the same property conveyed to Ronald Lovins and Barbara Lovins, husband and wife, by deed from Porter Henson and Melba Henson, husband and wife, dated October 7, 1991, and recorded in Deed Book 43, Page 547; and by deed from Cedar City, Inc., a Kentucky Corporation, dated April 30, 1997, and recorded in Deed Book 48, Page 348; both of record in the Robertson County Clerk's Office.

Updated 5/2/06

385. All that parcel of land located on the Donaldson Pike in Clark County, Kentucky and more particularly described as follows:

Beginning in the Donaldson Pike, corner to Turley and Ellis Wade; thence along Ellis Wade's line N 16° 05' W 2000.4 feet, passing Mrs. Maggie Wade's property to a post corner to Mrs. Wade and Mrs. Josie Boardman; thence along Mrs. Boardman's line S 75° 00' W 506.6 feet to a stake, corner to same and George Turley; thence along George Turley's line S 16° 05' E 1928 feet to center of Donaldson Pike; thence along center of said pike N 83° 00' E 520 feet to the place of beginning, containing 23 acres of land.

Being the same property conveyed to Roby Ballard II and Dawn Ballard, husband and wife, from John Carl Snowden and Lewis Ray Snowden, as executors of the Will and of the estate of Carrie Frances Turley, deceased, by deed dated October 12, 2000 and of record in Deed Book 375, Page 667, in the Clark County Clerk's office, Clark County, Kentucky.

EXCEPTION: Being that certain tract or parcel of land on the north side of Donaldson Road, containing 15.32 acres, more or less, and being Parcel 1-A on the plat of East Kentucky Power Cooperative, of record on Slide 1661 in the Clark County Clerk's office, to which reference is made for a more particular description thereof.

Being the same property conveyed to Earl S. Anderson and Sue F. Anderson from East Kentucky Power Cooperative, Inc., on October 3, 2006, and of record in Deed Book 437, at Page 355 in the Clark County Clerk's Office, Winchester, Kentucky.

Updated 5/16/06

386. All that parcel of land situated, lying and being near U.S. Highway 127, near an old voting house, in Russell County, Kentucky, and more particularly described as follows:

BEGINNING at an iron pin set (5/8" x 18" rebar with aluminum cap bearing PLS-3118, as will be typical for all set corner monuments) at the Northeast Corner of the parent tract of Donald Tarter et. al. (D.B. 231, Pg. 485), said pin being the Southeast Corner of Jo Ann Coffey (D.B. 96, Pg. 306) and being 70' west of centerline of US Hwy 127 and being 0.27 miles south of the intersection of US Hwy 127 and Hwy 76 lying in Russell County, Kentucky; Thence leaving said right-of-way and with the line of Jo Ann Coffey, N74°11'47"W – 501.74 feet to a T-Post Found w/ribbon, said post being on the line of the Tract being created

and being the Southwest corner of Jo Ann Coffey and **being the Point of Beginning for this description**; Thence continuing with the line of Jo Ann Coffey, N20°14'45"E – passing an iron witness pin set at 124.03 feet and continuing at the same bearing for a total distance of 126.03 feet to the center of a 16" Hacked Gum Tree found, said tree being the Northeast Corner of the parcel being created this day and being on the line of Patricia Stephens (D.B. 110, Pg. 312) and also being the Northwest Corner of Jo Ann Coffey; Thence leaving the corner of Coffey and with the line of Patricia Stephens, N72°51'30"W – passing an iron pin witness pin set 2.00 feet and continuing for a total distance of 314.87 feet to an iron pipe found, said pipe being the Southwest corner of Stephens and the Southeast Corner of Vernice McGaha (D.B. 80, Pg. 512) and also being the Northeast Corner of Pyles Concrete, Inc (D.B. 194, Pg. 618) and the Northwest Corner of the parcel being created; Thence leaving said corner and with the line of Pyles Concrete, S09°41'49"W – 234.34 feet to an iron pin set, said pin being N09°41'49"E – 278.67 feet from a found 14" Gum Corner Tree; Thence leaving the line Pyles Concrete, Inc., and with new lines to the parent tract, S74°11'47"E – 272.33 feet to a P.K. Nail set in concrete, said nail being the Southeast Corner of the parcel being created and N20°14'45"E – 100.30 feet to the Point of Beginning for this description and containing 1.545 acres by survey.

There is also conveyed a 100' Permanent Access Easement for the use and benefit of the above described parcel and being more particularly described as follows:

BEGINNING at an iron pin set (5/8" x 18" rebar with aluminum cap bearing PLS-3118, as will be typical for all set corner monuments) at the Northeast Corner of the parent tract of Donald Tarter et. al. (D.B. 231, Pg. 485), said pin being the Southeast Corner of Jo Ann Coffey (D.B. 96, Pg. 306) and being 70' west of centerline of US Hwy 127 and being 0.27 miles south of the intersection of US Hwy 127 and Hwy 76 lying in Russell County, Kentucky and **being the POINT OF BEGINNING for this description**; Thence leaving said right-of-way and with the line of Jo Ann Coffey, N74°11'47"W – 501.74 feet to T-Post Found w/ribbon, said post being on the line of the Tract being created and being the Southwest corner of Jo Ann Coffey; Thence leaving said corner and with east edge of the tract created above, S20°14'45"W – 100.30 feet to a P.K. nail set in concrete, said nail being the Southeast corner of the parcel being created above; Thence leaving said corner and across the parent tract, S74°11'47"E – 460.49 feet to an iron pin set, said pin being the Southeast Corner of the easement being created and being on the west edge right-of-way of US Hwy 127, said pin being 70' from centerline; Thence with west edge of right-of-way N41°55'16"E – 111.37 feet to the Point of Beginning for this description and containing 1.104 acres by survey.

Being a part of the same property conveyed to Donald Tarter, et. al., by deed from Timothy Michael Keith and Rebecca Lynn Keith, husband and wife, dated December 30, 2004 and of record in Deed Book 231, Page 485, in the Russell County Clerk's office, Russell County, Kentucky.

Updated 5/30/06

387. All that property located on the north side of the Donaldson Road in Clark County, Kentucky, and more particularly described as follows:

Beginning at an existing rebar iron pin (Baldwin 1366) (found) in the line of Roby Ballard III and Dawn Ballard (DB 375, PG 667) and a corner to Joseph E. Stearns and Therese Stearns (DB 422, PG 307 & Slide 1507B); thence leaving the line of Ballard with the line of Stearns  $S77^{\circ}33'17''W$ , 387.47 feet to an existing rebar iron pin (Baldwin 1366) (found); thence with a line dividing the lands of Belcher two (2) calls  $N37^{\circ}01'51''W$ , 189.39 feet to a Mag Nail (set this survey); thence  $N09^{\circ}27'50''W$ , 434.79 feet to an existing rebar iron pin (Justice 2360) (found), a corner to East Kentucky Power Cooperative, Inc. (DB 430, PG 580 & Slide 1266) and Roger McIntosh and Regina McIntosh (DB 377, PG 402); thence with the line of East Kentucky Power Cooperative, Inc.  $N74^{\circ}13'40''E$ , 396.05 feet to an existing rebar iron pin (Justice 2360) (found), a corner to Roby Ballard III and Dawn Ballard (DB 375, PG 667); thence leaving the line of East Kentucky Power Cooperative, Inc. with the line of Ballard  $S16^{\circ}49'47''E$ , 631.26 feet to the point of beginning. Containing 6.01 acres and shown on attached drawing labeled as "Exhibit A".

Being the same property conveyed to Janet Belcher, a single person, from John Turley, et al, as executors of the Will and of the estate of Carrie Frances Turley, deceased, by deed dated September 15, 2001 and of record in Deed Book 384, Page 261, in the Clark County Clerk's office, Clark County, Kentucky.

388. All that property situated, lying and being near Donaldson Road in Clark County, Kentucky, and more particularly described as follows:

That certain tract or parcel of land located on the north side of the Donaldson Road in Clark County, Kentucky and being identified as Parcel 6 containing 5.41 acres on the record plat for "Turley Property" of record on Plat Slide 1407, Clark County Clerk's office, reference to which plat is hereby made for a more particular description and which property has an address of 1734 Donaldson Road.

Being the same property conveyed to Joey Reffett, a single person, from John Turley and Brenda H. Turley, et al, as heirs of George W. Turley and Lula F. Turley, by deed dated September 21, 2001 and of record in Deed Book 384, Page 426, in the Clark County Clerk's office, Clark County, Kentucky.

389. All that property located on the north side of the Donaldson Road in Clark County, Kentucky, and more particularly described as follows:

Beginning at an iron pin "Justice 2360", in the southeast property corner, thence  $N 16^{\circ}51'53''$  for 329.53 feet; thence  $N 77^{\circ}33'17''E$  for 200.52 feet; thence  $S 16^{\circ}49'41''E$  for 342.46 feet; thence  $N 73^{\circ}51'28'' E$  for 200.16 feet to the point of beginning containing approximately 1.54 acres.

Being the same property conveyed to Joseph E. Stearns and Therese Stearns, husband and wife, by deed dated April 18, 2005 and of record in Deed Book 422, Page 307, in the Clark County Clerk's office, Clark County, Kentucky.

Updated 6/19/06

390. All that property situated in Knox County, Kentucky, and more particularly described as follows:

BEGINNING at a Sycamore tree on the western boundary (at the point it crosses Alex Creek Road) of the parent tract, said tree being 11.66 feet north of centerline of Alex Creek Road in Knox County, Kentucky and being approximately 0.16 miles east of the intersection of Alex Creek Road and Straight Creek Road; Thence with a straight line across the parent tract, and approximating the north edge of right-of-way of Alex Creek Road N85°47'20"E – 691.61 feet to an iron pin set (5/8" x 18" rebar with aluminum cap bearing PLS-3118, as will be typical for all set corner monuments) on the north edge of right-of-way of Alex Creek Road (gravel), said pin being 20' North of centerline of said road and **being the Point of Beginning for this description**; Thence leaving said right-of-way and across the parent tract along a minor ditch N08°06'37"E – 76.79 feet to an iron pin set, and N09°09'38"E – 131.30 feet to an iron pin set in an old abandoned fence line, said pin being the Northwest Corner of the parcel being created; Thence continuing across the parent tract and with the old fence line S88°19'47"E – 108.96 feet to an iron pin set, and S84°56'05"E – 114.65 feet to an iron pin set, said pin being the Northeastern most corner of the parcel being created; Thence leaving the old fence and across the parent tract S13°56'41"W – 70.43 feet to an iron pin set, and S22°26'16"W – 35.39 feet to an iron pin set, said pin being 20' Northwest of centerline of an unnamed private road (gravel); Thence continuing across said parent tract, S43°54'32"W – 49.08 feet to a point in the ditch line of said private road, and S59°00'42"W – 106.29 feet to an iron pin set, said pin being on the North edge of right-of-way of Alex Creek Rd 20' north of centerline; Thence with said right-of-way, S89°18'27"W – 99.23 feet to the Point of Beginning and containing 0.891 acres by survey.

Being a part of the same property conveyed to Ray Grubb by deed from Dottie Lynn Mills, dated August 11, 2003, and recorded in Deed Book 336, Page 284, of record in the Knox County Clerk's Office.

391. All that property situated in Nelson County, Kentucky, and more particularly described as follows:

Being Lot 1 of the Schuler Industrial Park, Phase I, as depicted upon the Final Plat thereof, of record in Plat Cabinet 7, Slot 122, in the Office of the Clerk of Nelson County, Kentucky.

Being a portion of the property to which First Bankers Trust Co., as Trustee for the "C. Barr Schuler Trust, dated April 26, 2004", as amended and "JoAn Brown Schuler Trust, dated April 26, 2004" as amended, acquired title from C. Barr Schuler and his wife Joan Brown Schuler, dated March 30, 2006, of record in

Deed Book 430, Page 242, in the Office of the Clerk of Nelson County, Kentucky.

392. All that property known as East Kentucky Power Cooperative, Inc., Spurlock 4 plant, containing 4.81 acres and conveyed to East Kentucky Power Cooperative, Inc, from Charleston Bottoms Rural Electric Cooperative, Inc., by deed dated December 5, 2006 and recorded in Deed Book 318, at Page 519 in the Mason County Clerk's Office. Said property is situated in Mason County, Kentucky, and more particularly described as follows:

PARCEL A-2

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 2163.73 feet to Baseline "A" Station 32+24.03, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, South 55°11'20" West 800.42 feet to an Iron Pin and Cap 224.03 feet left of Baseline "B" Station 11+99.58, at the POINT OF BEGINNING, corner to Charleston Bottoms Rural Electric Power Cooperative Corporation, thence with Charleston Bottoms Rural Electric Power Cooperative, South 55°11'20" West 196.00 feet to an Iron Pin and Cap, 224.03 feet left of Baseline "B" Station 10+03.58, thence, North 34°48'40" West 750.07 feet to an Iron Pin and Cap, 996.42 feet left of Baseline "A" Station 39+74.10, thence, North 55°11'20" East 179.09 feet to an Iron Pin and Cap, 800.42 feet left of Baseline "A" Station 39+74.10, thence, South 34°48'40" East 750.07 feet to the POINT OF BEGINNING, containing 3.375 Acres.

Parcel A-2 is a part of the same property as conveyed to Charleston Bottoms Rural Electric Power Cooperative Corporation from East Kentucky Rural Electric Power Cooperative, by deed dated June 19, 1973, as recorded in Deed Book 190, Page 139, in the Mason County Court Clerk's Office.

PARCEL B-2

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 1939.70 feet to Baseline "A" Station 30+00, and 20+00 Baseline "B", thence along Baseline "B", South 55°11'20" West 1122.00 feet to a point, thence, South 34°48'40" East 78.00 feet to the **Point of Beginning**, 78.00 feet right of Baseline "B" Station 8+76, thence, through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, North 34°48'40" West 50.000 feet to an Iron Pin and Cap, 78.00 feet right of Baseline "B" Station 9+26, thence, South 34°48'40" East 592.00 feet to an Iron Pin and Cap, 1074.00 feet left of Baseline "A" Station 23+30, thence, South 55°11'20" West 50.00 feet to an Iron Pin and Cap, 1124.00 feet left of Baseline "A" Station 23+30, thence, North 55°11'20" East 250.00 feet to the **Point of Beginning**, containing 0.680 Acres.

Parcel B-2 is a part of the same property as conveyed to Charleston Bottoms Rural Electric Power Cooperative Corporation from East Kentucky Rural Electric Power Cooperative, by deed dated June 19, 1973, as recorded in Deed Book 190, Page 139, in the Mason County Court Clerk's Office.

**PARCEL C-2**

A certain parcel of land located in Mason County, Kentucky, situated near KY 8 approximately 3.5 miles northwest of Maysville, and being more particularly described as follows:

Commencing at a point in the existing right of way of KY 8, at Baseline "A" Station 4+83.60, thence along Baseline "A", North 12°46'40" East 576.70 feet to Baseline "A" Station 10+60.30, thence, North 34°48'40" West 1243.70 feet to Baseline "A" Station 23+04, thence leaving Baseline "A", through property of Charleston Bottoms Rural Electric Power Cooperative Corporation, North 55°11'20" East 515.69 feet to the **Point of Beginning**, thence through Charleston Bottoms Rural Electric Power Cooperative Corporation, North 34°48'40" West 68.00 feet to a an Iron Pin and Cap, 515.69 feet right of Baseline "A" Station 23+72, and 628.00 feet right of Baseline "B" Station 25+15.69, thence, North 55°11'20" East 483.83 feet to an Iron Pin and Cap, 628.00 feet right of Baseline "B" Station 29+99.52, thence, South 34°48'40" East 68.00 feet to an Iron Pin and Cap, 696.00 feet right of Baseline "B" Station 29+99.52, thence, South 55°11'20" West 483.83 feet to the **Point of Beginning**, containing 0.755 Acres.

Parcel B-2 is a part of the same property as conveyed to Charleston Bottoms Rural Electric Power Cooperative Corporation from East Kentucky Rural Electric Power Cooperative, by deed dated June 19, 1973, as recorded in Deed Book 190, Page 139, in the Mason County Court Clerk's Office.

Updated 7/25/06

393. All that property situated in Bullitt County and more particularly described as follows:

Being Lot 7, Cedar Grove Business Park, as shown on the Minor Subdivision Plat dated April 26, 2006, approved by Bullitt County Planning Commission on June 7, 2006 of record in Plat Cabinet 3, Slide 75 in the office of the Bullitt County Clerk.

Being part of the same property conveyed to Salt River Development Co., LLC, from Evalina (Willie Mae) Hackett, J.E. Hackett, and Susan Simmons Craik by Everett Hackett, Attorney in Fact, by deed dated November 10, 1998 and of record in Deed Book 468 at page 410, in the office of the Bullitt County Clerk.

Updated 8/11/06

394. All the following described property known as the Southpoint Substation, in Jessamine County, Kentucky, approximately five (5) miles north of the city of Nicholasville, situated approximately 175 feet south of Lauderdale Drive containing 1.466 acres conveyed to East

Kentucky Power Cooperative, Inc. from Ash Tree Properties, LLC, by deed dated September 27, 2006 and recorded in Deed Book 574 at page 561 in the Jessamine County Clerk's Office.

Updated 9/19/06

395. All of that certain parcel of land known as the Evergreen Switching Station and located in Butler County, Kentucky, approximately 1 mile north of Aberdeen, situated on the west side of KY 79, approximately 700 feet south of KY 70, consisting of 1.00 acres and conveyed to East Kentucky Power Cooperative, Inc., from Evergreen, Inc., by deed dated January 23, 2006 and of record in Deed Book 46 at page 667 in the Butler County Clerk's Office.

Updated 9/28/06

396. All that tract of land known as the Alex Creek Substation and located on Alex Creek Road, in Knox County, Kentucky, consisting of 0.04 acres, more or less, and being conveyed to East Kentucky Power Cooperative, Inc., from Otis Sizemore, single, by deed dated September 6, 2006 and recorded in Deed Book 360 at page 175 in the Knox County Clerk's Office.

Updated 1/19/07

397. All that tract of land known as the West Garrard Substation site and located on KY HWY 52 and Boone's Creek Road in Garrard County, Kentucky, consisting of 74.09 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from Charles C. Bourne, single, and Samuel L. Bourne, single, by deed dated December 29, 2006, and recorded in Deed Book 242, Page 511, Garrard County Clerk's.
398. All of that parcel of land known as the Garlin substation and being 0.2 miles east of the intersection of HWY 206 and Cloverport Road, near the community of Garlin, Adair County, Kentucky, containing approximately 1.671 acres and conveyed to East Kentucky Power Cooperative, Inc., from Nelson Edward McQuaide, single, and Ellen McQuaide, widow, by deed dated February 9, 2007 and recorded in Deed Book 297, Page 329, in the Adair County Clerk's office.
399. All that tract of land known as the Girdler Substation site and beginning at the intersection of KY Highway 11 and Hampton Cemetery Road, in Knox County, Kentucky, consisting of 1.70 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from Claudia Gibson Greenwood, Trustee Under The Will of Claude A. Gibson Jr., by deed dated February 13, 2007, and recorded in Deed Book 362, Page 714, Knox County Clerk's Office.
400. All of that parcel of land known as the Burlington substation and lying on the south side of East Bend Road, approximately three (3) miles west of Burlington, Boone County, Kentucky, containing approximately 1.618 acres and conveyed to East Kentucky Power Cooperative, Inc., from Rebecca Judge, Patricia Marie Judge, Greg Judge, Mary Ann Judge, Erma Judge, Lento, LLC, c/o Edward Monohan, Jr., and Mark and Marie Judge by deed dated February 22, 2007 and recorded in Deed Book 933, Page 449, in the Boone County Clerk's office.
401. All that tract of land known as the Woodstock Substation and lying and being near the Intersection of KY Hwy 39 and Alexander Road, in Pulaski County, Kentucky, consisting of 2.214 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from Bob J.



McKinney, single widower, by deed dated March 12, 2007 and recorded in Deed Book 801 at page 216 in the Pulaski County Clerk's office.

402. All that tract of land known as the Liberty Church Substation, lying and being near the intersection of KY Highway 3436 and private drive, in Knox County, Kentucky and consisting of 1.855 acres, and being conveyed to East Kentucky Power Cooperative, Inc., from William H. Smith and Leann Smith, his wife, by deed dated April 19, 2007 and recorded in Deed Book 364 at page 87 in the Knox County Clerk's office.
403. All that tract of land known as the Conway Substation, lying and being 439.56 feet east of the intersection of Centerline of US HWY 25 and Fairview Loop Road, and being in the community of Snider, located in Rockcastle County, Kentucky and consisting of 1.291 acres and being conveyed to East Kentucky Power Cooperative Inc. from Judith E.W. Cummins and James Cummins, her husband, and Nancy Jeanette Williams, single, by deed dated May 12, 2007 and recorded in Deed Book 621 at page 335 in the Madison County Clerk's office; and recorded in Deed Book 216 at page 196 in the Rockcastle County Clerk's office.

Updated 1/2/08

404. All that parcel of land known as the Hope Substation, in Montgomery County, Kentucky, on or near Highway 713 and consisting of approximately 0.45 acres, and being the same property conveyed to East Kentucky Power Cooperative, Inc., by James Dewain Wingate, a single man, Deed dated the 26<sup>th</sup> day of November, 2007, and now of record in Deed Book 280, Page 604, in the Montgomery County Clerk's office.
405. All that parcel of land known as the Toddville Substation in Garrard County, Kentucky, on or near Highway 152 and Dairy Way and consisting of approximately 1.673 acres and being the same property conveyed to East Kentucky Power Cooperative, Inc., by Fritz Farm Services, LLC, a Kentucky Limited Liability Company, and now of record in Deed Book 248 at Page 321 in the Garrard County Clerk's Office.
406. All that parcel of land known as the Jabez Substation in Russell County, Kentucky, lying on the south side of Highway 196 approximately 7 miles southwest of Faubush, Kentucky and containing approximately 2.47 acres more or less, conveyed to East Kentucky Power Cooperative, Inc. by Teddy Harris and Teresa Harris, his wife, and now of record in Deed Book 262 at Page 611 in the Russell County Clerk's office.

Updated 6/23/08

407. All that parcel of land known as the Deatsville Substation in Nelson County, Kentucky, lying on and being near KY Hwy #523 and containing approximately 2.156 acres more or less, conveyed to East Kentucky Power Cooperative, Inc. by Knollwood Farms, Inc., a Kentucky Corporation, and now of record in Deed Book 452 at Page 89 in the Nelson County Clerk's office.
408. All that parcel of land known as the Homestead Lane Substation in Wayne County, Kentucky, lying and being at the southwest intersection of right of way of Rankin Street and Homestead Lane and containing approximately 2.489 acres, conveyed by South Kentucky Rural Electric Cooperative Coporation to East Kentucky Power Cooperative, Inc., by deed dated June 11, 2008 and of record in Deed Book 328 at page 326 in the Wayne County Clerk's office.

409. All that parcel of land known as the entrance drive to the West Garrard Substation in Garrard County, Kentucky, lying on and being near Highway 52 and containing 0.1131 acres more or less, conveyed to East Kentucky Power Cooperative, Inc. by John L. Smith, et al, and now of record in Deed Book 250 at Page 377 in the Garrard County Clerk's office.
410. All that parcel of land known as the West Bardstown Switching Station, Nelson County, Kentucky lying on and being near Southerland Road and containing 8.7076 acres more or less, conveyed to East Kentucky Power Cooperative, Inc. by James D. & Roberta Cross, and now of record in Deed Book 433 at Page 184 in the Nelson County Clerk's office. A portion of said property containing 2.7944 acres has been released and conveyed to George Ballard, single, by way of a Deed dated August 6, 2008 and recorded in Deed Book 453 at page 486 also in the Nelson County Clerk's office.

**Supplemental Mortgage Schedule C**

**Excepted Property**

**None.**

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RUS PROJECT DESIGNATION:

KENTUCKY 59-AC8 & AD8 FAYETTE  
(Y8 SUBSTITUTE NOTE)

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

made by and among

EAST KENTUCKY POWER COOPERATIVE, INC.

Mortgagor, and

UNITED STATES OF AMERICA

Mortgagee, and

NATIONAL RURAL UTILITIES COOPERATIVE  
FINANCE CORPORATION

Mortgagee.

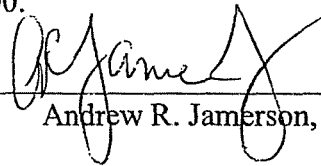
Dated as of April 2, 2007

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY. THE DEBTOR AS MORTGAGOR IS A TRANSMITTING UTILITY. THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED IN SCHEDULE B.

THIS INSTRUMENT CONTAINS AN AFTER-ACQUIRED PROPERTY CLAUSE. PROCEEDS AND PRODUCTS OF COLLATERAL ARE SECURED BY THIS INSTRUMENT. FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT.

THE ADDRESSES AND THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE STATED ON PAGES 3-6.

THIS INSTRUMENT WAS PREPARED BY ANDREW R. JAMERSON, JR., ATTORNEY, RURAL UTILITIES DIVISION, OFFICE OF THE GENERAL COUNSEL, U.S. DEPARTMENT OF AGRICULTURE, WASHINGTON, D.C. 20250-1400.



Andrew R. Jamerson, Jr.

No. \_\_\_\_\_

Identified as form of document presented  
to and approved by the board of directors  
trustees of the above named corporation  
at a meeting held \_\_\_\_\_

## SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT

SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of April 2, 2007, (hereinafter sometimes called this "Supplemental Mortgage"), is made by and among EAST KENTUCKY POWER COOPERATIVE, INC. (formerly known as East Kentucky Rural Electric Cooperative Corporation, and hereinafter called the "Mortgagor"), a corporation existing under the laws of the Commonwealth of Kentucky, as mortgagor and debtor, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia, as mortgagee and secured party, and the UNITED STATES OF AMERICA (hereinafter called the "Government", acting by and through the Administrator of the Rural Utilities Service (successor to the Rural Electrification Administration, and hereinafter called "RUS"), and is intended to confer rights and benefits on each of the Government and CFC in accordance with this Supplemental Mortgage (the Government and CFC being hereinafter sometimes called a "Mortgagee" and, collectively, the "Mortgagees").

### Recitals

WHEREAS, the Mortgagor, the Government and CFC are parties to that certain Restated and Consolidated Mortgage and Security Agreement (the "Original Mortgage"), dated as of January 2, 2004, entered into among the Mortgagor, CFC and the Government, acting by and through the Administrator of RUS; and

WHEREAS, all of the Mortgagor's Outstanding Obligations listed in Schedule "A" hereto are secured pari passu by the Original Mortgage for the benefit of all the Mortgagees thereunder; and

WHEREAS, the Original Mortgage provides the terms by which additional pari passu obligations may be issued thereunder and further provides that the Original Mortgage may be supplemented from time to time to evidence that such obligations are entitled to the security of the Original Mortgage; and

WHEREAS, the Mortgagor deems it necessary to borrow money pursuant to the Act for its corporate purposes and to issue its promissory notes and other debt obligations therefor, and to mortgage and pledge its property hereinafter described or mentioned to secure the payment of the same, and to enter into this Supplemental Mortgage pursuant to which all secured debt of the Mortgagor hereunder shall be secured on parity under the Original Mortgage (the Supplemental Mortgage and the Original Mortgage are hereinafter sometimes together referred to as the "Mortgage"); and

WHEREAS, to provide for the Borrower incurring, pursuant to the Act, certain additional indebtedness and other obligations to, or guaranteed by, the Government, acting by and through the Administrator of RUS, which additional indebtedness and other obligations will be evidenced by Additional RUS Notes (as defined in the Existing Mortgage and more particularly described in Schedule A hereto);

WHEREAS, the Borrower has applied for a substitute promissory note for the primary purpose of extending the time allowed to advance loan funds to the Borrower under the existing Y8 Note (as described in Appendix A to the Existing Mortgage), such substitute note being issued as an Additional RUS Note (as defined in the Existing Mortgage and more particularly described in Schedule A hereto) and not creating cumulative or additional indebtedness from the Borrower to the Government; and

WHEREAS, in connection with the issuance of Additional RUS Notes, the Borrower and RUS wish to supplement the Original Loan Contract so that as of the date hereof, all secured debt of the Mortgagor hereunder shall be secured on parity under the Original Mortgage; and

WHEREAS, by their execution and delivery of this Supplemental Mortgage the parties hereto do hereby secure the Additional RUS Notes listed in Schedule "A" pari passu with the Outstanding Obligations under the Original Mortgage; and

WHEREAS, all acts necessary to make this Supplemental Mortgage a valid and binding legal instrument for the security of the Obligations under the terms of the Mortgage have been in all respects duly authorized:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree and bind themselves, and this Supplemental Mortgage WITNESSETH, as follows:

That to secure the payment of the principal of (and premium, if any) and interest on all Notes issued hereunder according to their tenor and effect, and the performance of all provisions therein and herein contained, and in consideration of the covenants herein contained and the purchase or guarantee of Notes by the guarantors or holders thereof, the Mortgagor has mortgaged, pledged and granted a continuing security interest in, and by these presents does hereby grant, bargain, sell, alienate, remise, release, convey, assign, transfer, hypothecate, pledge, set over and confirm, pledge and grant a continuing security interest in for the purposes hereinafter expressed, unto the Mortgagees all property, rights privileges and franchises of the Mortgagor of every kind and description, real, personal or mixed, tangible and intangible, of the kind or nature specifically mentioned herein or any other kind or nature, except any Excepted Property set forth on Schedule "C" hereof owned or hereafter acquired by the Mortgagor (by purchase, consolidation, merger, donation, construction, erection or in any other way) wherever located, including, without limitation, all and singular the following:

- A. all of those fee and leasehold interests in real property set forth in Schedule "B" hereto, subject in each case to those matters set forth in such Schedule; and
- B. All of those fee and leasehold interests in real property set forth in Schedule "B" of the Original Mortgage or in any restatement, amendment or supplement thereto, subject in each case to those matters set forth in such Schedule; and
- C. All of the kinds, types or items of property, now owned or hereafter acquired, described as Mortgaged Property in the Original Mortgage or in any restatement, amendment to supplement thereto as Mortgaged Property.

It is Further Agreed and Covenanted that the Original Mortgage, as previously restated, consolidated, amended or supplemented, and this Supplement shall constitute one agreement and the parties hereto shall be bound by all of the terms thereof and, without limiting the foregoing:

- 1. All capitalized terms not defined herein shall have the meaning given in Article I of the Existing Mortgage.
- 2. This Supplemental Mortgage is one of the Supplemental Mortgages contemplated by Article II of the Original Mortgage.
- 3. The Maximum Debt Limit for the Mortgage shall be as set forth in Schedule "A" hereto.
- 4. The addresses of the parties to this instrument are as follows:

As to the Mortgagor: East Kentucky Power Cooperative, Inc.  
P.O. Box 707  
Winchester, Kentucky 40392

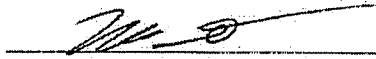
As to CFC: National Rural Utilities Cooperative Finance Corporation  
2201 Cooperative Way  
Woodland Park  
Herndon, Virginia 22071-3015

As to the Government: Rural Utilities Service  
United States Department of Agriculture  
Room 4051  
1400 Independence Avenue, S.W.  
Washington, D.C. 20250-1500  
Attention: Administrator



IN WITNESS WHEREOF, EAST KENTUCKY POWER COOPERATIVE, INC., as Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagees, have caused this Supplemental Mortgage to be signed in their behalf, all as of this day and year first above written.


EAST KENTUCKY POWER COOPERATIVE, INC.

By:   
Chairman of the Board

(Seal)

Attest:   
Secretary

Executed by the Mortgagor in  
the presence of:

  
Witnesses

  
Witnesses

UNITED STATES OF AMERICA

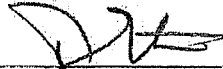
By: James M. Anderson  
Administrator of the  
Rural Utilities Service

Executed by United States of America,  
Mortgagee, in the presence of:

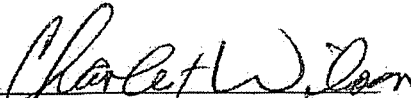
Paul - Baldasaro  
Witnesses

Cheryl D. Black  
Witnesses

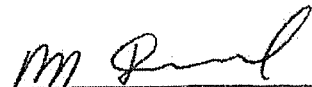
NATIONAL RURAL UTILITIES COOPERATIVE  
FINANCE CORPORATION

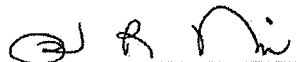
By:   
Assistant Secretary-Treasurer  
Nazir Rostom

(Seal)

Attest:   
Assistant Secretary-Treasurer  
Charles F. Wilson

Executed by National Rural Utilities Cooperative  
Finance Corporation, Mortgagee, in the presence of:

  
Michael Duganich  
Witnesses

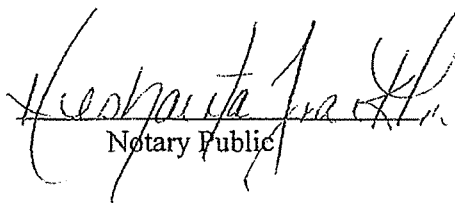
  
JAMES R. MEIERS, II  
Witnesses



DISTRICT OF COLUMBIA ) SS

BEFORE ME, a Notary Public, in and for the District of Columbia, appeared in person the within named JAMES M. ANDREW, Administrator of the Rural Utilities Service, United States of America, to me personally known, and known to be the identical person who subscribed the foregoing instrument in said capacity, and who, after being by me duly sworn, stated that he is duly authorized to execute the foregoing instrument for and in the name and behalf of the United States of America, and further stated and acknowledged that he had executed ther foregoing instrument as the free and voluntary act and deed of the United States of America, for the consideration, uses and purposes therein mentioned and set forth.

19 day of April, 2007. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this

  
Notary Public

(Notarial Seal)

DeShaunta L. Franklin  
Notary Public, District of Columbia  
My Commission Expires 9-30-2010

My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA      )  
  ) SS  
COUNTY OF FAIRFAX                )

On this 25<sup>th</sup> day of April, 2007, before me appeared Nazir Rostom, personally know, who, being by me duly sworn, did say that he is the Assistant Secretary-Treasurer of the National Rural Utilities Cooperative Finance Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of a duly adopted resolution of its board of directors, and he acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

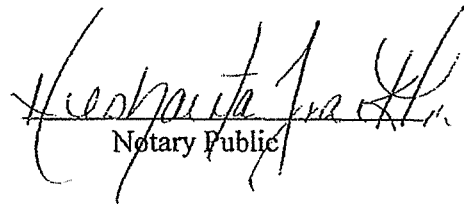
  
\_\_\_\_\_  
Notary Public  
JORJANNE JONES

(Notarial Seal)  
My commission expires: March 31, 2008

DISTRICT OF COLUMBIA ) SS

BEFORE ME, a Notary Public, in and for the District of Columbia, appeared in person the within named JAMES M. ANDREW, Administrator of the Rural Utilities Service, United States of America, to me personally known, and known to be the identical person who subscribed the foregoing instrument in said capacity, and who, after being by me duly sworn, stated that he is duly authorized to execute the foregoing instrument for and in the name and behalf of the United States of America, and further stated and acknowledged that he had executed ther foregoing instrument as the free and voluntary act and deed of the United States of America, for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this  
19 day of April, 2007.

  
Notary Public

(Notarial Seal)

DeShaunta L. Franklin  
Notary Public, District of Columbia  
My Commission Expires 9-30-2010

My commission expires: \_\_\_\_\_

**Supplemental Mortgage Schedule A**

**Maximum Debt Limit and Other Information**

1. The Maximum Debt Limit is \$3,000,000,000.00.
2. The Original Mortgage as referred to in the first WHEREAS clause above is more particularly described as follows:

<u>Instrument Title</u>	<u>Instrument Date</u>
Restated and Consolidated Mortgage and Security Agreement	January 2, 2004

3. The Outstanding Obligations referred to in the second WHEREAS clause above are more particularly described as follows:

Loan	<u>Government Notes<sup>1</sup></u>			
<u>Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>	<u>% Rate<sup>2</sup></u>
G#2	\$ 6,000,000.00	01 March 1973	01 March 2008	2% <sup>2</sup>
H#1	\$25,000,000.00	12 June 1973	12 June 2008	2%
H#2	\$12,500,000.00	01 March 1974	01 March 2009	2%
G#3	\$ 5,368,000.00	01 June 1974	01 June 2009	2%
K4#1	\$ 5,000,000.00	02 June 1975	02 June 2010	5%
K4#2	\$ 6,000,000.00	01 June 1976	01 June 2011	5%
K4#3	\$ 7,000,000.00	01 July 1977	01 July 2012	5%
K4#4	\$ 7,200,000.00	01 March 1978	01 March 2013	5%
M9	\$ 7,271,000.00	31 Oct 1979	31 Oct 2014	5%
TP31#2	\$ 188,718.00	01 Jan 1978	01 March 2012	5%
P12	\$18,908,000.00	29 Aug 1984	30 Nov 2022	5%

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<sup>1</sup>"Government" as used in this listing refers to the United States of America acting through the Administrator of the Rural Utilities Service (RUS) or its predecessor agency, the Rural Electrification Administration (REA). Any Notes which are payable to a third party and which either RUS or REA has guaranteed as to payment are also described in this listing as being issued to the Government. Such guaranteed Notes are typically issued to the Federal Financing Bank (FFB), an instrumentality of the United States Department of Treasury, and held by RUS, but may also be issued to non-governmental entities.

<sup>2</sup>V=variable interest rate calculated by RUS pursuant to title 7 of the Code of Federal Regulations or by the Secretary of Treasury. CFC=an interest rate which may be fixed or variable from time to time as provided in the CFC Loan Agreement pertaining to a loan which has been made by CFC and guaranteed by RUS. CoBank=an interest rate which may be fixed or variable from time to time as provided in the CoBank Loan Agreement pertaining to a loan which has been made by CoBank and guaranteed by RUS.



Loan				
<u>Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>	<u>% Rate</u>
R12	\$15,715,000.00	31 March 1995	01 April 2023	5%
T62	\$12,251,000.00	02 March 1998	02 March 2024	V%

FFB Notes

Loan			
<u>Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
L8	\$ 379,268,000.00	03 Dec 1976	31 Dec 2015
M9	\$ 57,242,000.00	31 Oct 1979	*
N8	\$1,011,352,000.00	13 Jan 1981	*
P12	\$ 6,975,000.00	29 Aug 1984	31 Dec 2015
R12	\$ 18,894,000.00	12 June 1995	31 Dec 2023
S8	\$ 108,808,000.00	12 June 1995	31 Dec 2024
T62	\$ 15,408,000.00	02 March 1998	31 Dec 2024
U8	\$ 6,626,000.00	02 March 1998	31 Dec 2024
V8	\$ 56,833,000.00	02 March 1998	31 Dec 2024
W8	\$ 85,600,000.00	31 Dec 2000	31 Dec 2030
X8	\$ 92,300,000.00	02 Jan 2002	31 Dec 2024
Y8	\$ 223,500,000.00	04 Dec 2002	31 Dec 2032
Z8	\$ 433,863,000.00	02 Jan 2004	31 Dec 2038
AA8	\$ 27,645,000.00	02 Jan 2004	31 Dec 2023
AB8	\$ 55,240,000.00	01 July 2005	31 Dec 2034

\*Final Maturity is 34 years from date of advance.

Reimbursement Notes

<u>Loan Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
T62	Determined when Advances Made	02 March 1998	On Demand
U8	Determined when Advances Made	02 March 1998	On Demand
V8	Determined when Advances Made	02 March 1998	On Demand
W8	Determined when Advances Made	31 Dec 2000	On Demand
X8	Determined when Advances Made	02 Jan 2002	On Demand
Y8	Determined when Advances Made	04 Dec 2002	On Demand
Z8	Determined when Advances Made	02 Jan 2004	On Demand
AA8	Determined when Advances Made	02 Jan 2004	On Demand

<u>Loan Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
AB8	Determined when Advances Made	01 July 2005	On Demand

CFC Class A Notes<sup>3</sup>

<u>Note</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
<u>Description</u>			
KY059-C-9001	\$13,150,000.00	20 Aug 1974	28 Feb 2014
KY059-C-9033	\$ 8,530,000.00	29 Aug 1984	29 Aug 2019
KY059-C-9034	\$ 6,734,000.00	12 June 1995	31 Dec 2024
KY059-C-9038	\$ 5,251,000.00	02 March 1998	02 March 2024

CFC Class B Notes

<u>Note</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>
<u>Description</u>			
Project Note Series 1984 B Bonds	\$141,300,000.00	15 Oct 1984	15 Oct 2014
KY059-G-9021 Guaranty Note Series 1984B Bonds	Determined when advances made	15 Oct 1984	On Demand
Project Note Series 1984J Bonds	\$ 59,650,000.00	15 Oct 1984	15 Oct 2014
KY059-G-9032 Guaranty Note Series 1984J Bonds	Determined when advances made	15 Oct 1984	15 Oct 2014
Project Note Series 1993B Bonds	\$ 11,800,000.00	01 Nov 1993	23 Nov 2023
KY059-G-9037 Guaranty Note Series 1993B Bonds	Determined when advances made	01 Nov 1993	On Demand
Project Note Series 1995A Bonds	\$ 18,000,000.00	06 July 1995	15 Dec 2012
KY059-G-9076 Guaranty Note Series 1995A Bonds	Determined when	06 July 1995	On Demand

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<sup>3</sup>See footnote 1 in this Schedule A.

4. The Additional RUS Notes described in the fifth and sixth WHEREAS clauses above are more particularly described as follows:

<u>Loan Designation</u>	<u>Face Amount</u>	<u>Date</u>	<u>Maturity Date</u>	<u>% Rate</u>
AC8 <sup>4</sup>	\$64,240,000.00	2 April 2007	31 Dec 2040	V
(AC8 Reimbursement Note)	Determined when advanced	2 April 2007	On demand	
AD8	\$481,388,000.00	2 April 2007	31 Dec 2040	V
(AD8 Reimbursement Note)	Determined when advanced	2 April 2007	31 Dec 2040	
Y8 Substitute Note	\$233,500,000.00	2 April 2007	31 Dec 2032	

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<sup>4</sup> See footnote 2 in this Schedule A.

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**Supplemental Mortgage Schedule B**

**Property Schedule**

The fee and leasehold interests in real property referred to in clause (A) of the granting clause are more particularly described herein in this Schedule B.

Updated 02/16/2005

## DESCRIPTION

Parcel No.

1. All that tract of land known as the Albany Substation Site and located approximately 1/4 mile North of Albany on Highway 90, consisting of 1.0 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 51, Page 201, Clinton County Clerk's Office.
2. All that tract of land known as the Alcan Substation Site and located on the east side of Mayde Road, approximately .3 mile North of Highway 595, consisting of 1.29 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alcan Aluminum Corporation by deed dated January 20, 1989, and recorded in Deed Book 397, Page 33, Madison County Clerk's Office.
3. All that tract of land known as the Annville Substation site and located on the waters of Pond Creek of Rockcastle River, and on the South side of State Highway #30, being conveyed to East Kentucky RECC from Ray Clemons by deed dated July 8, 1998, and recorded in Deed Book 151, Page 741, Jackson County Clerk's Office.
4. All that tract of land known as the Argentum Substation site and located approximately 9 miles South of South Shore on Highway 7, consisting of .99 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 230, Page 473, Greenup County Clerk's Office.
5. All that tract of land known as the Ark Land Substation Site and located on the North side of Colliers Creek Road, 1 mile Southeast of Highway 119, consisting of .53 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ark Land Company by deed dated January 2, 1990, and recorded in Deed Book 293, Page 15, Letcher County Clerk's Office.
6. All that tract of land known as the Asahi Motor Wheel site and located on the east side of Kentucky #461, north of Somerset, consisting of 0.497 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Asahi Motor Wheel Company, Inc. by deed dated July 13, 1989, and recorded in Deed Book 482, Page 26, Pulaski County Clerk's Office.
7. All that tract of land known as the Athertonville Substation Lot and located 9 miles Northeast of Hodgenville on Highway 31E, consisting of .037 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 85, Page 46, Larue County Clerk's Office.
8. All that tract of land known as the Avon Switching Station Lot and located on the north side of US 60 approximately 7 miles West of Winchester, consisting of 16.971 acres, and being conveyed to East Kentucky RECC from A.B. and Elizabeth Gay by deed dated January 23, 1964, and recorded in Deed Book 788, Page 20, Fayette County Court Clerk's Office and to East Kentucky Power Cooperative, Inc. from Augustus B. Gay by

deed dated August 7, 1978, and recorded in Deed Book 1205, Page 444, Fayette County Clerk's Office.

9. All that tract of land known as the Bacon Creek Substation site and located along Old Bacon Creek Road, approximately 1.8 miles southwest of Corbin, being conveyed to East Kentucky RECC from Bacon Creek Baptist Church by deed dated October 7, 1999, and recorded in Deed Book 413, Page 109, Whitley County Clerk's Office.
10. All that tract of land known as the Badger Microwave Tower site and located in Taylor County and being conveyed to East Kentucky RECC from Johnie R. and Ester Sprawles by deed dated May 19, 1967, and recorded in Deed Book 6, Page 163, Taylor County Clerk's Office.
11. All that tract of land known as the Baker Lane Substation site designated as parcel #12 and located in Jessamine County on Baker Lane, and being conveyed to East Kentucky Power Cooperative, Inc. from Kentucky Utilities Company, by deed dated December 11, 2000, and recorded in Deed Book 440, Page 250, Jessamine County Clerk's Office.
12. All that tract of land known as the Ballard Substation site and located West of Bryantsville, approximately 3 1/2 miles Northwest of the intersection of Kentucky Highway 1355 and Fisher-Ford Road, consisting of 1.390 acres, and being conveyed to East Kentucky RECC from Cecil B. Rankin, et al, by deed dated August 31, 1972, and recorded in Deed Book 102, Page 529, Garrard County Clerk's Office.
13. All that tract of land known as the Balltown Substation site and located on the Southeast side of Kentucky 46 East of Balltown, consisting of 2.344 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
14. All that tract of land known as the Bank Lick Substation site and located on Wilson Road approximately 9 miles from Highway 16 near Nicholson, consisting of 1.145 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 151, Page 236, Kenton County Clerk's Office.
15. All that tract of land known as the Bank Lick Substation site and located on at the intersection of Wilson Road and Bramlage Road about 1.2 miles Northwest of Nicholson, consisting of 1.063 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated April 7, 1997, and recorded in Deed Book I-1195 at Page 244, Kenton County Clerk's Office.
16. All that tract of land known as the Bardstown Office Building site and located in Nelson County on the West side of Highway 31E approximately 1 miles South of Central Kentucky Turnpike, consisting of approximately 1.5 acres more or less, and being conveyed to East Kentucky RECC from J. A. and Gertrude Wathen, and Paul Wathen, single, by Deed dated April 29, 1965 and recorded in Deed Book 151, Page 186, Nelson County Clerk's Office.

17. All that tract of land known as the Bardstown Microwave Tower site and located in Nelson County and being conveyed to East Kentucky RECC from W.S. and Myrtle Nicholls by easement dated January 12, 1956, and recorded in Deed Book 131, Page 507, Nelson County Clerk's Office.
18. All that tract of land known as the Bardstown Pole Yard site and located about 225 feet northwest of U.S. Highway 31-E, 0.4 mile southwest of the Bluegrass Parkway Exit, approximately 2.3 miles southwest of Bardstown Court Square, and being conveyed to East Kentucky Power Cooperative, Inc. from Joe L. Thompson and Charleen Thompson by deed dated March 30, 1998, and recorded in Deed Book 355, Page 752, Nelson County Clerk's Office.
19. All that tract of land known as the Bardstown Shopping Center Substation site and located near the East city limits of Bardstown and lying East of Bardstown Plaza Shopping Center, consisting of 0.45 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
20. All that tract of land known as the Barren County Switching Station site and located Northwest of Kentucky 90 at intersection with Old Lexington-Nashville RD Road, consisting of 1.497 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Edwin B. Parrish by deed dated August 12, 1975, and recorded in Deed Book 199, Page 788, Barren County Clerk's Office.
21. All that tract of land known as the Bass Substation site and located on Liberty Highway 70, consisting of 0.602 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
22. All that tract of land known as the Bavarian Substation site and located at Boone County, Kentucky, along McCoys Fork and KY Highway 1292, consisting of 1.182 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Bavarian Trucking Company, Inc. by deed dated March 25, 2003, and recorded in Deed Book 852 at Page 797, Boone County Clerk's Office.
23. All that tract of land known as the Bay West Substation site and in the Harrodsburg-Mercer Industrial Park northwest of Moberly Road, consisting of 1.5 acres, and being conveyed to East Kentucky RECC from Bay West Paper Corporation by deed dated February 7, 1995, and recorded in Deed Book 254, Page 29, Mercer County Clerk's Office.
24. All that tract of land known as the Beam Substation site and located near Clermont on the Southeast corner of the junction of two county roads, consisting of 2.420 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
25. All that tract of land known as the Beattyville Substation site and located approximately 2 miles Northeast of Beattyville on Highway 52, consisting of 1.899 acres, and being

conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 87, Page 689, Lee County Clerk's Office.

26. All that tract of land known as the Beckton Junction Switching Station site and located near Kentucky Highway 63, about 2.0 miles south of Glasgow, being conveyed to East Kentucky RECC from Ruthine E. Nuckols by deed dated August 12 1998, and recorded in Deed Book 239, Page 297, Barren County Clerk's Office.
27. All that tract of land known as the Beckton Substation site and located approximately 7.7 miles West of Glasgow, Kentucky on State Highway 685, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmer's RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
28. All that tract of land known as the Bedford Substation site and located 1/2 mile North of Bedford near U.S. 62, consisting of 0.86 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.
29. All that tract of land known as the Bedford Substation Expansion site and located on the North side of Cutshaw Lane Approximately 0.6 mile East of Intersection of U.S. 421 and Cutshaw Lane, consisting of 0.405 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Dale Callis and Lois Callis by deed dated July 24, 2003 and recorded in Deed Book 104 at Page 695, Trimble County Clerk's Office.
30. All that tract of land known as the Bekaert Substation site and located approximately 3.3 miles west-southwest of Shelbyville, on the north side of the Norfolk Southern Railroad, consisting of 0.503 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Shelbyville-Shelby County Industrial Authority by deed dated April 25, 1990, and recorded in Deed Book 263, Page 244, Shelby County Clerk's Office.
31. All that tract of land known as the Berea Substation site and located 1 mile South of Kingston on Old Highway 25, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
32. All that tract of land known as the Berlin Substation site and located approximately 1,000 feet West of junction of New Sinai Road and Kentucky 10 at Berlin, consisting of 0.253 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 633, Bracken County Clerk's Office.
33. All that tract of land known as the Beulah Beam Substation site and located 4 miles East of Shepherdsville on North side of Kentucky Highway 44 in Bullitt County, consisting of 3.103 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Ina Lee and Harold Bale, et al., by deed dated June 10, 1993 and recorded in Deed Book 373, Page 793, Bullitt County Clerk's Office.
34. All that tract of land known as the Big Bone Substation site and located on the North side of Kentucky Highway 338, approximately 3/4 mile East of Big Bone Lick State



Park, consisting of 1.245 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stelva Cornelius by deed dated August 14, 1975, and recorded in Deed Book 221, Page 289, Boone County Clerk's Office.

35. All that tract of land known as the Bledsoe Substation site and located on Kentucky Highway 221 at Hall Branch, consisting of 0.502 acre, and being conveyed to East Kentucky RECC from Theodore and Helen Coldiron by deed dated November 11, 1969, and recorded in Deed Book 182, Page 53, Harlan County Clerk's Office.
36. All that tract of land known as the Blevins Valley Substation site and located on Blevins Valley Road, about 2.2 miles south of the community of Preston, and being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Robinson and Oleta M. Robinson, by deed dated June 1, 2000, and recorded in Deed Book 194, Page 117, Bath County Clerk's Office.
37. All that tract of land known as the Bloomfield Substation site and located approximately 3 miles Northeast of Bloomfield on Kentucky 1066, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
38. All that tract of land known as the Blue Lick Substation site located in the county of Bullitt, consisting of 1.01 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
39. All that tract of land known as the Bonnieville Switching Station site and located 3/4 mile North of Bonnieville on the East side of U.S. 31W, consisting of 1.250 acres, and being conveyed to East Kentucky RECC from Charles and Mary Bowles by deed dated December 21, 1954, and recorded in Deed Book 76, Page 35, Hart County Clerk's Office.
40. All that tract of land known as the Bonnieville Substation site and located on the east side of U.S. Highway 31W, consisting of .753 acre, and being conveyed to East Kentucky Power Cooperative, Inc. From Douglas L. Thompson and Linda S. Thompson, his wife, by deed dated September 29, 1997, and recorded in Deed Book 226, Page 403, Hart County Clerk's Office.
41. All that tract of land known as the Boone Substation site and located at junction of Rouse Road and Camp Ernest Road near Union, KY, consisting of 6.227 acres, and being conveyed to East Kentucky RECC from James B. and Eunie A. Pettet by deed dated April 21, 1965, and recorded in Deed Book 166, Page 497, Boone County Clerk's Office, and from James B. and Eunie A. Pettet by deed dated May 12, 1971, and recorded in Deed Book 194, Page 12, Boone County Clerk's Office, and from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 90, Boone County Clerk's Office.
42. All that tract of land known as the Booneville Substation site and located 1 mile West of Booneville, consisting of 1.584 acres, and being conveyed to East Kentucky Power

Cooperative, Inc. from Edna Fields Isaacs by deed dated June 2, 1977, and recorded in Deed Book 39, Page 396, Owsley County Clerk's Office.

43. All that tract of land known as the Bourne Substation site and located on Mt. Hebron Road, 3.6 miles East of a point on Highway 27, 0.4 mile South of Bryantsville, consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, Garrard County Clerk's Office.
44. All that tract of land known as the Bowen Substation site and located on the North side of Kentucky 15, approximately 1 mile South of Bowen, Kentucky, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charlie and Rena Faye Garrett by deed dated December 19, 1977, and recorded in Deed Book 78, Page 777, Powell County Clerk's Office.
45. All that tract of land known as the Bracken County Switching Station site and located on New Zion Road, approximately 1.8 miles Northwest of Berlin, Kentucky, consisting of 2.3 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rupert S. and Bethel H. Rees by deed dated December 23, 1980, and recorded in Deed Book 101, Page 105, Bracken County Clerk's Office.
46. All that tract of land known as the Bridgeport Substation site and located approximately 1/2 mile North of Bridgeport on Highway 1006, consisting of 0.993 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 219, Page 475, Franklin County Clerk's Office.
47. All that tract of land known as the Bridgeport #2 Substation site and located on the north side of Taylor Branch Road, about 4.7 miles west of the city of Frankfort, being conveyed to East Kentucky Power Cooperative, Inc. from Kenneth and Ora Burge by deed dated August 18, 1999, and recorded in Deed Book 440, Page 712, Franklin County Clerk's Office.
48. All that tract of land known as the Bristow Substation site and located at the intersection of Mt. Zion Road and U.S. 25, South of Devon, KY, consisting of 4.66 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rodney S. and Jacqueline M. Cain by deed dated January 21, 1982, and recorded in Deed Book 255, Page 87, Kenton County Clerk's Office.
49. All that tract of land known as the Brodhead Substation site and located on Highway 150 North of the city limits of Brodhead, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 477, Rockcastle County Clerk's Office.
50. All that tract of land known as the Bromley Substation site and located Owen County, Kentucky, consisting of 1.699 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alvin Ray Malcomb and Phyllis Malcomb, husband and wife, by deed dated December 19, 2003, and recorded in Deed Book 208 at Page 592, Owen County Clerk's Office.

51. All that tract of land known as the Bronston Substation site and located Northwest of Kentucky State Highway 790, approximately 2 miles Southwest of its intersection with Highway 90, consisting of 1.963 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Hubert and Mildred Gibson, et al., by deed dated September 27, 1972, and recorded in Deed Book 330, Page 48, Pulaski County Clerk's Office.
52. All that tract of land known as the Brooks Microwave Tower site and located at the intersection of Ky. 1526 and Holsclaw Road in Bullitt County, consisting of 2.940 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated January 24, 1992, and recorded in Deed Book 351, Page 322, Bullitt County Clerk's Office.
53. All that tract of land known as the Brooks Substation site and located on the West side of State Highway 1820, consisting of 1.5 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
54. All that tract of land known as the Bullitt County Switching Station and located near Highway #480, approximately five miles from Shepherdsville, consisting of 4.996 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola Berman Ratliff and Otis Ratliff by deed dated July 9, 1996, and recorded in Deed Book 425, Page 224, Bullitt County Clerk's Office.
55. All that tract of land known as the Bullittsville Substation site and located 2.9 miles North of Burlington, on the Bullittsville-Burlington Road, consisting of 1.066 acres, and being conveyed to East Kentucky RECC from J. C. and Frances Hollis by deed dated September 4, 1962, and recorded in Deed Book 155, Page 196, Boone County Clerk's Office.
56. All that tract of land known as the Bush Substation site and located on Kentucky Highway #80 and #1305 at Lida, Kentucky, consisting of 3.428 acres, and being conveyed to East Kentucky RECC from Jessie Lewis by deed dated April 25, 1997, and recorded in Deed Book 469, Page 32, Laurel County Clerk's Office.
57. All that tract of land known as the Cabin Hollow Substation site and located on Commerce Lane, consisting of 1.315 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Wilma Ray Sears by deed dated May 22, 1997, and recorded in Deed Book 599, Page 478, Pulaski County Clerk's Office.
58. All that tract of land known as the Cagle Substation site and located on Ky. Highway 90 near Miller Road about 1.5 miles northwest of Albany, and consisting of 1.485 acres conveyed to East Kentucky Power Cooperative, Inc. from Cagle's-Keystone Foods, LLC by deed dated December 1, 1998, and recorded in Deed Book 110, Page 600, Clinton County Clerk's Office.
59. All that tract of land known as the Campbellsburg Substation site and located 1/2 mile Southeast of Campbellsburg on Bob White Lane, 1/4 mile Northeast of Ky. 55, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County

RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.

60. All that tract of land known as the Campbellsville Substation site and located near the Campbellsville and Columbia Highway, consisting of 1 acre, more or less, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.
61. All that tract of land known as the Campground Substation site and located 7 miles Southeast of London on Kentucky 229, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Clerk's Office.
62. All that tract of land known as the Campton Substation site and located on the Campton-Holly Road, consisting of 0.77 acre, and being conveyed to East Kentucky RECC from V.L. and Celia King by deed dated April 23, 1964, and recorded in Deed Book 63, Page 255, Wolfe County Clerk's Office.
63. All that tract of land known as the Carpenter Substation site and located East of Williamsburg on Highway 92, consisting of 0.45 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
64. All that tract of land known as the Carson Substation site and located 0.5 mile South of intersection of Dividing Ridge Road and Kentucky 47, consisting of 1.25 acres, and being conveyed to East Kentucky RECC from Annie and Robert A. Zoellner by deed dated December 18, 1968, and recorded in Deed Book 68, Page 465, Carroll County Clerk's Office.
65. All that tract of land known as the Carter City Substation site and located Southeast of Carter City, consisting of 1.131 acres, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 143, Page 525, and by deed dated January 1, 1994 and recorded in Deed Book 222 Page 274, both deeds of record in the Carter County Clerk's Office.
66. All that tract of land known as the Casey County Substation site and located along KY 49, approximately eight miles north of Liberty, Kentucky, consisting of 5.22 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Danny Helm and Juanita Helm, his wife, by deed dated April 18, 2000, and recorded in Deed Book 197, Page 664, Casey County Clerk's Office.
67. All that tract of land known as the Cave City Substation site and located Northwest of Kentucky 90 at intersection with Old Lexington-Nicholasville Road, consisting of 1.497 acres, and being conveyed to East Kentucky RECC from Dogue Carver by deed dated August 27, 1970, and recorded in Deed Book 184, Page 167, Barren County Clerk's Office.

68. All that tract of land known as the Cave Run Substation site and located West of Highway 801, consisting of 1.01 acres, and being conveyed to East Kentucky RECC from Luma and Marjorie Armstrong by deed dated December 16, 1971, and recorded in Deed Book 95, Page 41, Rowan County Clerk's Office.
69. All that tract of land known as the Cedar Grove Substation site and located about 1.25 miles east of Cedar Grove, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola and Otis Ratliff by deed dated July 29, 1980, and recorded in Deed Book 238, Page 434, Bullitt County Clerk's Office.
70. All that tract of land known as the Chad Substation site and located near Route 522, near Cumberland, consisting of 1.58 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from G. B. Nolan, et al., by deed dated March 23, 2001, and recorded in Deed Book 363, Page 128, Harlan County Clerk's Office.
71. All that tract of land known as the Charters Substation site and located 1/2 mile West of Charters on Highway 10, consisting of 1.32 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 111, Page 404, Lewis County Clerk's Office.
72. All that tract of land known as the Clay City Substation site and located on the South side of the Ships Branch Road on the Northeast side of Mountain Parkway approximately .79 miles Northwest of Clay City interchange, consisting of 2.8 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dollie Lucas by deed dated June 28, 1985, and recorded in Deed Book 94, Page 280, Powell County Clerk's Office.
73. All that tract of land known as the Clay Lick Substation site and located along U.S. 127 at Salvisa, consisting of 1.4 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James Herbert Brown and Hazel G. Brown by deed dated July 22, 1997, and recorded in Deed Book 267, Page 144, Mercer County Clerk's Office.
74. All that tract of land known as the Clay Village Substation site and located 4 miles East of Shelbyville on Route 60, consisting of 0.572 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
75. All that tract of land known as the Coburg Substation site and located in the settlement of Kelleyville, KY, containing 102 Sq. Poles and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
76. All that tract of land known as the Colemansville Substation site and located on Kentucky 1032 at Colemansville, consisting of 0.286 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
77. All that tract of land known as the Colemansville Substation #2 site and located near the intersection of Kentucky Highway 1054 and Kentucky Highway 1032, consisting of

**0.976 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Anne E. Dennis and Clarence Dennis, her husband by deed dated June 21, 2002, and recorded in Deed Book 257, Page 793, Harrison County Clerk's Office**

78. All that tract of land known as the Colesburg Substation site and located 9.9 miles East of Elizabethtown on Highway 92, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Nolin RECC by deed dated January 1, 1979, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
79. All that tract of land known as the Columbia Substation site and located on the North side of Industry Road and approximately 150 feet East of intersection of Kentucky Highway 55 and Industry Road, consisting of .29 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
80. All that tract of land known as the Condon/Potts and located in Mason County, Kentucky, consisting of 2.00 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Marie T. Condon, widow and James A. Potts and Joe Ann Potts, husband and wife, by deed dated November 7, 2003, and recorded in Deed Book 300 at Page 760, Mason County Clerk's Office.
81. All that tract of land known as the Cooper Microwave Tower site and located in Pulaski County, and being conveyed to East Kentucky RECC from Beatty J. and Pauline Vaught by easement dated March 3, 1967, and recorded in Deed Book 274, Page 586, Pulaski County Clerk's Office.
82. All that tract of land known as the Cox's Creek Substation site located at the intersection of U.S. Highway No. 31 and Kentucky Highway No. 509, approximately 6 miles north of the city of Bardstown, consisting of 1.484 acres and recorded in Deed Book 316, Page 149, Nelson County Clerk's Office.
83. All that tract of land known as the Creston Substation site located near Kentucky Highway 70, approximately 7.8 miles west of Liberty, consisting of 2.330 acres and recorded in Deed Book 191, Page 610, Casey County Clerk's Office.
84. All that tract of land known as the Crittenden Service Center Property site located on the west side of Future Miller Road, 420' North of U.S. 25, consisting of 2.3547 acres and recorded in Deed Book 237, Page 362, Grant County Clerk's Office.
85. All that tract of land known as the Crockett Substation Site and located 7.6 miles northeast of West Liberty on Kentucky Highway #172 in Morgan County, Kentucky, consisting of 1.372 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Menno N. Rissler and Lois E. Rissler, his wife, by Deed dated June 12, 1995, and recorded in Deed Book 169, Page 203, Morgan County Clerk's Office.
86. All that tract of land known as the Cumberland Falls Substation site and located approximately 9 miles South of Corbin, Ky. on Highway 25, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed

dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.

87. All that tract of land known as the Cynthiana Substation site and located South of Cynthiana on Highway 27, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
88. All that tract of land known as the Darwin Thomas Substation site and located on Hochstrasser Land at the intersection of Washburn Lane, consisting of 1.613 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. and Patricia W. Tucker by deed dated April 1, 1996, and recorded in Deed Book 117, Page 714, Spencer County Clerk's Office.
89. All that tract of land known as the Davis Substation site and located on the North side of Walnut Hill Road, consisting of 0.946 acre, and being conveyed to East Kentucky RECC from William and Catherine Hammond by deed dated November 29, 1971, and recorded in Deed Book 1032, Page 100, Fayette County Clerk's Office.
90. All that tract of land known as the Denny Switching Station site and located 2,000 feet Southeast of Denny Gap and 200 feet South of a county road intersection with Kentucky 776, consisting of 4.058 acres, and being conveyed to East Kentucky RECC from Teer Bryant by deed dated April 4, 1977, and recorded in Deed Book 160, Page 458, Wayne County Court Clerk's Office, and from Teer Bryant by deed dated June 3, 1964, and recorded in Deed Book 117, Page 440, Wayne County Clerk's Office.
91. All that tract of land known as the Devon Switching Station site and located between U.S. 25 and the Southern Railroad 2 miles South of Devon, consisting of 0.086 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated October 1, 1955, and recorded in Deed Book 129, Page 218, Boone County Clerk's Office.
92. All that tract of land known as the Downing Substation site and located on the north side of Elijah's Creek Road about 1.2 miles northeast of Hebron, consisting of 10.202 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Vera Dolwick, et al, by deed dated May 8, 1997, and recorded in Deed Book 649, Page 224, Boone County Clerk's Office.
93. All that tract of land known as the Duro Substation site and located West of the Boone-Kenton county line and East of the Richwood Industrial Dev. Corp. property near U.S. Highway 25 in Boone County, consisting of 1.233 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Robert L. Benton, et al., by deed dated July 16, 1991, and recorded in Deed Book 462, Page 71, Boone County Clerk's Office.
94. All that tract of land known as the East Bardstown Substation site and located on the East side of U.S. 62 about 1 mile from Bardstown Courthouse, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.

95. All that tract of land known as the East Bernstadt Substation site and located approximately 2 miles North of East Bernstadt on Route 30, consisting of 1.92 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Robert and Ada Desurne by deed dated March 31, 1981, and recorded in Deed Book 296, Page 296, Laurel County Clerk's Office.
96. All that tract of land known as the East Bernstadt Substation site and located in Laurel County beginning at an iron pin set at a corner fence post at the eastern most point of the Blunschi parent tract and consisting of 3.272 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Albert J. Blunschi and Betty Ann Blunschi by deed dated July 22, 2002, and recorded in Deed Book 543, Page 536, Laurel County Clerk's Office.
97. All that tract of land known as the East Campbellsville Substation site and located on the east side of Kentucky Highway #3518 -- Water Tower Bypass, consisting of 1.768 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from CTC Industrial Foundation, Inc. by deed dated September 20, 2001, and recorded in Deed Book 229, Page 599, Taylor County Clerk's Office.
98. All that tract of land known as the East London Substation site and located approximately 2.2 miles East of Interstate 75 in London, Ky., consisting of 3.92 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Laurel County Industrial Development by deed dated December 19, 1980, and recorded in Deed Book 294, Page 720, Laurel County Clerk's Office.
99. All that tract of land known as the East Pine Knot Substation site and located on the waters of Clear Creek, near Kentucky Highway #1044, being conveyed to East Kentucky Power Cooperative, Inc. from Bank of McCreary County by deed dated October 30, 2000, and recorded in Deed Book 155, Page 159, McCreary County Clerk's Office.
100. All that tract of land known as the East Somerset Substation site and located on North side of Highway 80, approximately 3/4 mile East of Kentucky 192 and Highway 80 intersection, consisting of 1.217 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from John and Bernice Garner, et al., by deed dated April 6, 1978, and recorded in Deed Book 380, Page 515, Pulaski County Clerk's Office.
101. All that tract of land known as the Eberle Substation site and located 0.4 mile Northwest of Mt. Zion Cemetery, near Cornette on a county road, consisting of 0.706 acre, and being conveyed to East Kentucky RECC from Ford and Rebecca Carter by deed dated September 26, 1968, and recorded in Deed Book 190, Page 61, Laurel County Clerk's Office.
102. All that tract of land known as the Elizabethtown Substation site and located 2 miles North of Elizabethtown on Old Highway 31W, consisting of 0.955 acre, and being



conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 544, Hardin County Clerk's Office.

103. All that tract of land known as the Elizabethtown Switching Station site and located 0.5 mile West of U.S. 31 in Elizabethtown, Ky., consisting of 0.25 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from John and Louise Ashcraft by deed dated December 23, 1981, and recorded in Deed Book 436, Page 110, Hardin County Clerk's Office.
104. All that tract of land known as the Elizabethtown #2 Substation site and located approximately 2.2 miles north of Elizabethtown on the west side of the existing East Kentucky Power Cooperative, Elizabethtown Substation, consisting of 1.50 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph C. Zeitz by deed dated September 24, 2001, and recorded in Deed Book 1012, Page 683, Hardin County Clerk's Office.
105. All that tract of land known as the Elliott County Prison Substation site and located near KY Route # 7, consisting of 1.300 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ray Howard and Karen Mae Howard, husband and wife by deed date April 24, 2003, and recorded in Deed Book 98 at Page 435, Elliott County Clerk's Office.
106. All that tract of land known as the Elliottville Substation site and located North of Kentucky Highway 32, approximately 1.5 miles West of Elliottville, consisting of 0.906 acre, and being conveyed to East Kentucky RECC from Roy and Madeline Fouch by deed date September 17, 1973, and recorded in Deed Book 98, Page 743, Elliott County Clerk's Office.
107. All that tract of land known as the Emanuel Substation site and located on Kentucky 229 approximately 1 mile off Highway 25E West of Barbourville, consisting of 0.261 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 133, Page 239, Knox County Clerk's Office.
108. All that tract of land known as the Emanuel Substation site and located 1.01 miles north of the intersection of Highway 229 and U.S. Highway 25E at Baileys Switch, consisting of 1.446 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alvin Dunn and Bonnie Dunn, his wife, by deed dated September 24, 1998, and recorded in Deed Book 303, Page 185, Knox County Clerk's Office.
109. All that tract of land known as the Fall Rock Substation site and located at junction of U.S. 421 and 11, consisting of 0.49 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
110. All that tract of land known as the Fall Rock Substation site located on US 421, Manchester, KY (Clay Co.), consisting of 33.66 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Fred and Donna Jean Jackson, by deed dated April 30, 2000, and recorded in Deed Book 254, Page 374, Clay County Clerk's Office.

111. All that tract of land known as the Fawkes Switching Station site and located on Goggins Lane in Madison County, consisting of 4.948 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas and Connie Clouse by deed dated March 1, 1991, and recorded in Deed Book 413, Page 415, Madison County Clerk's Office.
112. All that tract of land known as the Fayette #1 Substation site and located approximately 4 miles Southeast of Lexington, Ky., on Armstrong Mill Road, consisting of 3.126 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mary Sayre Williams Combs by deed dated January 20, 1977, and recorded in Deed Book 1163, Page 671, Fayette County Clerk's Office.
113. All that tract of land known as the Fern Leaf Substation site and located off Kentucky Highway 10, consisting of 0.545 acre, and being conveyed to East Kentucky RECC from Lynn and June Adams by deed dated July 2, 1973, and recorded in Deed Book 190, Page 199, Mason County Clerk's Office.
114. All that tract of land known as the Fitchburg Substation site and located approximately 3.4 miles on Ky. 975 after going through Fitchburg, consisting of 0.1 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
115. All that tract of land known as the Flemingsburg Substation site and located on Kentucky Highway 57, 2 miles West of Flemingsburg, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated June 17, 1965, and recorded in Deed Book 123, Page 226, Fleming County Clerk's Office.
116. All that tract of land known as the Floyd Substation site and located 9 miles North of Somerset off U.S. 27, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
117. All that tract of land known as the Folsom Microwave Tower site and located in Grant County, and being conveyed to East Kentucky RECC from Orville Beach by easement dated May 31, 1960, and recorded in Deed Book 91, Page 186, Grant County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Stephen L. Bates, Master Commissioner of the Grant Circuit Court on behalf of George and Barbara Eldridge by Special Commissioner's Deed of Easement dated September 25, 1984 and recorded in Deed Book 153, Page 180, Grant County Clerk's Office.
118. All that tract of land known as the Ford Microwave Tower site and located in Clark County 8 miles from Winchester on the Ford Road, and being conveyed to East Kentucky RECC from Ollie and Lillie Dykes by easement dated April 4, 1955, and recorded in Deed Book 149, Page 568, Clark County Clerk's Office.
119. All that tract of land known as the Fort Knox Substation site and located on the Southwest side of South Boundary Road to Southeast of intersection of South Boundary

- Road and Johnson Road, consisting of 1.97 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from David and Deborah Yates by deed dated December 6, 1985, and recorded in Deed Book 558, Page 297, Hardin County Clerk's Office.
120. All that tract of land known as the Four Oaks Substation site and located near Four Oaks on Highway 27, consisting of 1.7 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 115, Page 23, Pendleton County Clerk's Office.
  121. All that tract of land known as the Fox Hollow (Beckton Junction) Substation site and located on Tomkinsville Road, Glasgow, Kentucky (Barren Co.) and being conveyed to East Kentucky Power Cooperative, Inc. from Ruthine E. Nuchols by deed dated December 21, 2000, and recorded in Deed Book 251, Page 744, and Deed Book 239, Page 297 (2 parcels), Barren County Clerk's Office.
  122. All that tract of land known as the Fredricksburg Substation site and located on the north side of Kentucky Highway 529 in the area known as Booker, and being conveyed to East Kentucky Power Cooperative, Inc. from William Smith and Lillian Smith, his wife, by deed dated March 29, 1999, and recorded in Deed Book 256, Page 578, Washington County Clerk's Office.
  123. All that tract of land known as the Frenchburg Substation site and located approximately 1 mile Northeast of Frenchburg on Highway 36, consisting of 0.36 acre, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 37, Page 369, Menifee County Clerk's Office.
  124. All that tract of land known as the Gallatin County Substation site and located about 6.3 miles West of Warsaw, Kentucky, off Kentucky Highway No. 42, near the Gallatin-Carroll County line and consisting of 3.140 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Gallatin Steel Company by deed dated November 15, 1994 and recorded in Deed Book 67, Page 87, Gallatin County Clerk's Office.
  125. All that tract of land known as the Gallatin County Substation site and located West of Warsaw, Kentucky, South of U.S. Highway # 42, near the Gallatin-Carroll County line and consisting of 3.140 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Gallatin Steel Company by deed dated November 15, 1994 and recorded in Deed Book 67 at Page 566, Gallatin County Clerk's Office.
  126. All that tract of land known as the Garrard County Substation site and located on the north side of Kentucky Highway 52, about 0.8 mile east of the center of the town of Lancaster, being conveyed to East Kentucky RECC from Ronald Smallwood by deed dated May 7, 1999, and recorded in Deed Book 190, Page 155, Garrard County Clerk's Office.
  127. All that tract of land known as the Garrison Lane Microwave Tower site and located in Nelson County, consisting of \_\_\_ acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William R. Wilson, III and Alissa B. Wilson, his wife by deed dated August 30, 2000 and recorded in Deed Book 370 at Page 635, Fleming County Clerk's Office.

128. All that tract of land known as the Glendale Substation site and located near the intersection of Kentucky Highway 222 and Old 31W, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.
129. All that tract of land known as the Goddard Microwave Tower site and located in Fleming County near Pea Ridge Road, consisting of 2.87 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie and Gladys Bays by deed dated March 16, 1988, and recorded in Deed Book 165, Page 325, Fleming County Clerk's Office.
130. All that tract of land known as the Goddard Microwave Tower site #2 and located in Fleming County beginning at an iron pin set at fence corner inb the southerly right-of-way of Goddard Road, consisting of 8.126 acres, and being conveyed to East Kentucky Power Cooperatives, Inc. from James L. Meade and Nora Meade, his wife by deed dated January 12, 2002, and recorded in Deed Book 210, Page 96, Fleming County Clerk's Office.
131. All that tract of land known as the Goddard Switching Station site and located 1 mile Northeast of Goddard, consisting of 2.31 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated April 1, 1955, and recorded in Deed Book 114, Page 508, Fleming County Clerk's Office, and from Charles and Edna McKee by deed dated November 4, 1965, and recorded in Deed Book 123, Page 390, Fleming County Clerk's Office
132. All that tract of land known as the Goodnight Substation site and located in Barren County, consisting of approximately 0.60 acres, more or less, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
133. All that tract of land known as the Goose Rock Substation site and located approximately 5.5 miles Southeast of Manchester on Highway 80, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
134. All that tract of land known as the Gordon Substation site and located approximately 3 miles Northwest of Cumberland, Ky., on Kentucky 160, consisting of 0.57 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 139, Letcher County Clerk's Office.
135. All that tract of land known as the Gospel Hill Substation site and located West of Martin Hill Road, 330 feet of intersection of Kentucky Highway 44 and the West line of Martin Hill Road, consisting of 0.84 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.

136. All that tract of land known as the Grants Lick Substation site and located 1 mile South of Grants Lick on Highway 27, consisting of 0.987 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 132, Page 180, Campbell County Clerk's Office.
137. All that tract of land known as the Grants Lick Substation Addition site and located on the south side of Old Herringer Road, consisting of 0.987 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Harry W. Darlington and Dorothy L. Darlington by deed dated March 7, 1997, and recorded in Deed Book 226, Page 88, Campbell County Clerk's Office.
138. All that tract of land known as the Greasy Creek Substation site and located North of Kentucky Highway 221 approximately .57 mile West of Kentucky Highway 2009 and 7.4 miles West of Pine Mountain, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Alonzo, Sr. and Gladys Turner by deed dated April 14, 1988, and recorded in Deed Book 278, Page 561, Harlan County Clerk's Office.
139. All that tract of land known as the Green County Switching Station site and located approximately 1 mile North of Greensburg on East side of Kentucky 61, consisting of 6.118 acres, and being conveyed to East Kentucky RECC from O.D. and Rosie Parson by deed dated August 23, 1967, and recorded in Deed Book 108, Page 31, Green County Clerk's Office.
140. All that tract of land known as the Green Hall Substation site and located near Kentucky Highway #1071, being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Pierson by deed dated June 2, 1999, and recorded in Deed Book 154, Page 603, Jackson County Clerk's Office.
141. All that tract of land known as the Green River Plaza Substation site and located 1/4 mile Southwest of Campbellsville city limits on New Columbia-Campbellsville Road, Kentucky Highway 55 in Taylor County, consisting of 0.96 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated February 3, 1992, and recorded in Deed Book 180, Page 201, Taylor County Clerk's Office.
142. All that tract of land known as the Greenbriar Substation site and located 1.95 miles North of Manchester near Highway 11/421 in Clay County, consisting of 0.206 acres, and being a portion of property conveyed to East Kentucky Power Cooperative, Inc. from Dennis and Nadine Smith by deed dated April 30, 1990, and recorded in Deed Book 202, Page 145, Clay County Clerk's Office.
143. All that tract of land known as the Greensburg Microwave Tower site and located in Green County and being conveyed to East Kentucky RECC from Garnett and Ethel Milby by easement dated August 29, 1955, and recorded in Deed Book 84, Page 229, Green County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Walter R. Milby and Nancy Milby by easement dated March 28, 1985 and recorded in Deed Book 150, Page 157, Green County Clerk's Office.

144. All that tract of land known as the Greensburg Substation site and located near Green County Road and Kentucky State Road 61, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
145. All that tract of land known as the Griffin Substation site and located off Kentucky 17, 5.5 miles Northwest of Falmouth, consisting of 0.914 acres, and being conveyed to East Kentucky RECC from Dewey and Elizabeth Campbell by deed dated January 19, 1965, and recorded in Deed Book 109, Page 335, Pendleton County Court Clerk's Office.
146. All that tract of land known as the H.T. Adams Substation site and located on the East side of Kentucky 1915, approximately 1 mile from the intersection of Highway 1915 and U.S. 68, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William D. McCroskey, et al., by deed dated December 30, 1988, and recorded in Deed Book 227, Page 377, Mercer County Clerk's Office.
147. All that tract of land known as the Hargett County Substation site and located approximately 0.94 mile north of Hargett on the north side of Iron Works Road and on the west side of Kentucky Highway 82, being conveyed to East Kentucky Power Cooperative, Inc. from Christopher S. Rader by deed dated April 20, 1998, and recorded in Deed Book 227, Page 369, Estill County Clerk's Office.
148. All that tract of land known as the Harrodsburg Industrial Park Substation site and located in the Harrodsburg-Mercer Industrial Park northwest of Moberly Road near Harrodsburg in Mercer County, Kentucky, consisting of 1.50 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Bay West Paper Corporation by deed dated February 7, 1995 and recorded in Deed Book 454, Page 29, Mercer County Clerk's office.
149. All that tract of land known as the Harrodsburg Industrial Park Substation Site and located at the southwest corner of the Harrodsburg-Mercer Industrial Park northwest of Moberly Road, near Harrodsburg, consisting of 1.5 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Bay West Paper Corp., by Deed dated February 7, 1995, and recorded in Deed Book 254, Page 29, Mercer County Clerk's Office.
150. All that tract of land known as the Headquarters Substation site and located 1,000 feet West of Headquarters on Saltwell Road, consisting of 0.31 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 63, Page 528, Nicholas County Clerk's Office.
151. All that tract of land known as the Helechawa Substation site and located at the junction of Highways 191 and 205, consisting of 0.611 acres, and being conveyed to East Kentucky RECC from Ray and Cleta Gullett by deed dated August 20, 1962, and recorded in Deed Book 62, Page 329, Wolfe County Clerk's Office.
152. All that tract of land known as the Hickory Plains Substation site and located near Berea on old U.S. Highway 25, consisting of 0.33 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Blue Grass Energy Cooperative Corporation by deed

dated March 25, 1998, and recorded in Deed Book 492, Page 440, Madison County Clerk's Office.

153. All that tract of land known as the High Rock Substation site and located on the east side of Kentucky Highway 1639, consisting of 0.055 acre, and being conveyed to East Kentucky Power Cooperative, Inc. by deed dated August 1, 2002, and recorded in Deed Book 146, Page 597, Powell County Clerk's Office.
154. All that tract of land known as the Highland Substation site and located approximately 1 mile North of Highland on U.S. 27, consisting of 0.298 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 157, Page 401, Lincoln County Clerk's Office.
155. All that tract of land known as the Hilda Substation site and located 2 miles West of Morehead on North side of Kentucky 32, consisting of 0.985 acres, and being conveyed to East Kentucky RECC by deed dated June 27, 1967, and recorded in Deed Book 82, Page 624, Rowan County Clerk's Office.
156. All that tract of land known as the Hillsboro Substation site and located approximately 1/10 mile South of Hillsboro, Kentucky on Highway 11, consisting of 2.3 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 127, Page 324, Fleming County Clerk's Office.
157. All that tract of land known as the Hinkle Substation site and located on East side of Kentucky 1304 near Bimble, consisting of 1.34 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Belle Mills by deed dated August 18, 1981, and recorded in Deed Book 202, Page 46, Knox County Clerk's Office.
158. All that tract of land known as the Hinkston Substation site and located on the East side of Hinkston Road, 0.2 mile South of Interstate 64 near Mt. Sterling, Ky., consisting of 1.27 acres, and being conveyed to East Kentucky RECC from Midland Trail Industrial Park by deed dated January 12, 1948, and recorded in Deed Book 168, Page 487, Montgomery County Clerk's Office.
159. All that tract of land known as the Hodgenville Substation site and located on the North side of U.S. 31E about 1 1/2 miles East of Hodgenville, consisting of 1.44 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Larue County Clerk's Office.
160. All that tract of land known as the Holloway Substation site and located 3.5 miles Northwest of Nicholasville on U.S. 68, consisting of 1.095 acres, and being conveyed to East Kentucky RECC from Thomas and A. Kennon Baker by deed dated November 2, 1965, and recorded in Deed Book 88, Page 101, Jessamine County Clerk's Office.
161. All that tract of land known as the Hope Substation site and located at Hope, Kentucky on Hope-Preston or Mill Creek Road, consisting of 1.03 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 125, Page 267, Montgomery County Clerk's Office.

162. All that tract of land known as the Horse Cave Microwave Tower site and located North of Kentucky 218 on Whootens Knob, approximately 2 miles East of Horse Cave in Hart County, consisting of 1.966 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Sherman McDaniels, et al., by deed dated November 18, 1977, and recorded in Deed Book 138, Page 462, Hart County Clerk's Office.
163. All that tract of land known as the Howe Valley Microwave Tower site and located near the Old Shipley Graveyard in Hardin County, consisting of 0.2 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Co. by deed dated January 22, 1992, and recorded in Deed Book 725, Page 35, Hardin County Clerk's Office.
164. All that tract of land known as the Hunt Substation site and located approximately 1 mile South of Hunt, Ky., #974, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.
165. All that tract of land known as the Index Substation site and located East of Kentucky 191, 0.5 mile East of intersection of U.S. 460, consisting of 1.376 acres, and being conveyed to East Kentucky RECC from Victorine May, et al., by deed dated January 8, 1973, and recorded in Deed Book 111, Page 311, Morgan County Clerk's Office.
166. All that tract of land known as the Ingle Substation site and located on Highway 837, about 7.4 miles Southwest of Nancy, Ky., consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Cleo and Leatra Whittle by deed dated May 19, 1972, and recorded in Deed Book 325, Page 455, Pulaski County Clerk's Office.
167. All that tract of land known as the J.B. Galloway Substation site and located at the intersection of Old U.S. 68/KY 80 and relocated U.S. 68/KY 80, 4 miles West of Edmonton, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from J.O. and Joy Shive by deed dated July 13, 1989, and recorded in Deed Book 81, Page 344, Metcalfe County Clerk's Office.
168. All that tract of land known as the Jacksonville Substation site and located in Bourbon County, Kentucky, near the community of Jacksonville, consisting of 1.99 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Birtle L. Spencer and Patricia H. Spencer, his wife, by deed dated July 25, 1998, and recorded in Deed Book 232 at Page 611, Bourbon County Clerk's Office.
169. All that tract of land known as the Jamestown District Substation site and located in Russell County, Kentucky, lying near Kentucky Highway #92, consisting of 3.697 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from John Blankenship, Jr. and Jeanette Blankenship, husband and wife, by deed dated August 27, 2002, and recorded in Deed Book 207, Page 414, in the Russell County Clerk's Office. On October 12, 2004, 1.530 acres was conveyed from East Kentucky Power Cooperative, Inc. to Ricky J. and Beverly A. Brockman, his wife, by deed dated October 5, 2004 and of record in Russell County, Kentucky.



170. All that tract of land known as the Jeffersonville Substation site and located on the south side of Kentucky Highway #1050 about 3.8 miles East of Jeffersonville, near Little Ella Church in Montgomery County, Ky., consisting of 1.661 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by deed of correction dated February 20, 1996, and recorded in Deed Book 220, Page 380, Montgomery County Clerk's Office.
171. All that tract of land known as the Jellico Creek Substation site and located North of Highway 92, consisting of 1.098 acres, and being conveyed to East Kentucky RECC from Sarah Creekmore, et al., by deed dated September 12, 1973, and recorded in Deed Book 246, Page 43, Whitley County Clerk's Office.
172. All that tract of land known as the Jenny Wiley Substation site and located 0.5 mile North of the intersection of U.S. 23 and KY 1107 near Auxier, consisting of 0.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Auxier Road Real Estate Co. by deed dated June 28, 1978, and recorded in Deed Book 234, Page 533, Floyd County Clerk's Office.
173. All that tract of land known as the Jericho Substation site and located on Kentucky Highway #153, consisting of 1.377 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Kelly's Restaurant, Inc. by deed dated September 18, 1996, and recorded in Deed Book 192, Page 333, Henry County Clerk's office.
174. All that tract of land known as the Kargle Substation site and located in the Elizabethtown Industrial Park on U.S. Highway 62, southwest of Elizabethtown, consisting of 0.75 acre, and conveyed to East Kentucky Power Cooperative, Inc. from A. P. Technoglass Corp. by deed dated June 14, 1988, and recorded in Deed Book 632, Page 273, Hardin County Clerk's Office.
175. All that tract of land known as the Keavy Substation site and located near Keavy, West of KY 312, consisting of 1.34 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Otis and Doris Williams by deed dated October 17, 1975, and recorded in Deed Book 243, Page 83, Laurel County Clerk's Office.
176. All that tract of land known as the Keith Substation site and located 3 miles South of Owenton, 500 feet South of the intersection of KY 227 and KY 330, consisting of 1.483 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy L. and Dorothy Millers, et al., by deed dated March 29, 1975, and recorded in Deed Book 129, Page 632, Owen County Clerk's office.
177. All that tract of land known as the Kenton County Switching Station site and located on North side of Highway 16 and about 1,500 feet Northwest of Highway 16 and Bank Lick Road intersection, consisting of 4.194 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Earl and Pearl Perrin by deed dated July 24, 1980, and recorded in Deed Book 241, Page 104, Kenton County Clerk's Office.
178. All that tract of land known as the Knob Lick Substation site and located on outskirts of Knob Lick, Ky., on Highway 70, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 55, Page 242, Metcalfe County Clerk's Office.

179. All that tract of land known as the Lancaster Substation site and located approximately 5 miles North of Lancaster on Highway 39, consisting of 0.621 acre, and being conveyed to East Kentucky RECC from Inter-County RECC and Opal McMillian by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, Garrard County Court Clerk's Office.
180. All that tract of land known as the Laurel County Industrial Park Substation Site and located approximately 3 miles west of Interstate Highway I-75 at the Kentucky Highway 80 interchange, and lying between Sinking Creek Road (KY #1535) and Fairview Road in Laurel County, Kentucky, consisting of 1.774 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Laurel County Industrial Development Authority by Deed dated March 23, 1995, and recorded in Deed Book 443, Page 485, Laurel County Clerk's Office.
181. All that tract of land known as the Laurel Switching Station site and located in Laurel County, consisting of 4.14 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Denver and Opal Patton by deed dated June 18, 1980, and recorded in Deed Book 290, Page 182, Laurel County Clerk's Office.
182. All that tract of land known as the Lebanon Junction Switching Station site and located on KY 155 approximately 1.5 miles from the junction with county road on left, consisting of 3.739 acres, and being conveyed to East Kentucky RECC from Marcus and Elizabeth Clark by deed dated January 29, 1963, and recorded in Deed Book 79, Page 363, Bullitt County Clerk's Office.
183. All that tract of land known as the Lebanon Substation site and located on Harrison Street at Southeast city limits of Lebanon, consisting of 0.303 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed date January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.
184. All that tract of land known as the Lees Lick Substation site and located at Lees Lick, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Harrison Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
185. All that tract of land known as the Lees Lick Substation Addition site and located at Lees Lick, near the Lees Lick-Connersville Road, about 9.1 miles southwest of Cynthiana, consisting of .259 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Kevin Moore and Janet Moore, his wife, by deed dated July 2, 2001, and recorded in Deed Book 249, Page 225, Harrison County Clerk's Office.
186. All that tract of land known as the Leon Substation site and located approximately 3 miles South of Grayson, Ky., on Highway 7, consisting of 0.388 acre, and being conveyed to East Kentucky RECC from Grayson Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 143, page 525, Carter County Clerk's Office.
187. All that tract of land known as the Liberty Junction Switching Station site and located on Southwest side of a county road near Lawborn Hill, approximately 2.5 miles

- Southeast of Yosemite, consisting of 1.748 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clifford and Elizabeth Wesley by deed dated June 10, 1977, and recorded in Deed Book 98, Page 186, Casey County Clerk's Office.
188. All that tract of land known as the Lily Tulip Capacitor Bank site and located on South side of Summers Land about 6.5 miles East of Bardstown, about 1.5 miles South of Woodlawn, consisting of 2.002 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Anthony and Charlotte Hagan by deed dated October 2, 1992, and recorded in Deed Book 298, Page 577, Nelson County Clerk's Office.
189. All that tract of land known as the Logan Substation site and located on Highway 55, South of Shelbyville, consisting of 1.07 acres, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
190. All that tract of land known as the T. Brown Logsdon Substation site and located approximately 1.3 miles north of Vine Grove between Hill Street and Lorraine Street, being conveyed to East Kentucky Power Cooperative, Inc. from Robert Stiles and Linda L. Stiles, his wife, by deed dated April 17, 1998, and recorded in Deed Book 899, Page 247, Hardin County Clerk's Office.
191. All that tract of land known as the Long Run Substation site and located along Kentucky 362, Aiken Road, being conveyed to East Kentucky Power Cooperative, Inc. from Lynn R. Stuedle and Ruth Ann Hodges, co-executors of the Estate of Mary F. Stuedle, by deed dated February 17, 2000, and recorded in Deed Book 380, Page 281, Shelby County Clerk's Office.
192. All that tract of land known as the Loretto Substation site and located approximately 6 miles Northwest of Lebanon on Highway 52, consisting of 0.516 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.
193. All that tract of land known as the Lotus Substation site and located on a paved road near Lotus, opposite the Lotus Warehouse, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
194. All that tract of land known as the Low Gap Substation site and located on Kentucky Highway 2, Green, KY (Greenup Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Daniel and Jo Ann Brown, by deed dated April 19, 2000, and recorded in Deed Book 477, Page 359, Greenup County Clerk's Office.
195. All that tract of land known as the Lyman B. Williams Substation site and located near U. S. Highway #62, about 3.5 miles East of Elizabethtown, consisting of 0.613 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph Paul and Linda C. Caldwell by deed dated December 14, 1995, and recorded in Deed Book 830, Page 540, Hardin County Court Clerk's Office.

196. All that tract of land known as the Maggard Substation site and located approximately 8.2 miles North of Salyersville on Highway 7, East approximately 4.6 miles on Highway 1081, consisting of 0.727 acre, and being conveyed to East Kentucky RECC from Dud and Ruby Howard by deed dated December 26, 1963, and recorded in Deed Book 93, Page 10, Magoffin County Clerk's Office.
197. All that tract of land known as the Magnolia Substation site and located in Larue County off New Highway 31E, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 547, Larue County Clerk's Office.
198. All that tract of land known as the Magoffin County Switching Station site and located on the Northwest side of Meadows Road near Meadows Branch between Sublett and Royaltan in Magoffin County, consisting of 1.267 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Una Howard by deed dated July 3, 1990, and recorded in Deed Book 139, Page 762, Magoffin County Clerk's Office.
199. All that tract of land known as the Maplesville Substation site and located 4.3 miles Northeast of London on Kentucky Highway 638 in Laurel County, consisting of 4.278 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walter Maples, et al., by deed dated September 24, 1990, and recorded in Deed Book 382, Page 135, Laurel County Clerk's Office.
200. All that tract of land known as the Maretburg Substation site and located at the Northwest corner of the Mt. Vernon Plastics, Inc. property, consisting of 1.08 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mt. Vernon Plastics Corp. by deed dated February 25, 1988, and recorded in Deed Book 133, Page 301, Rockcastle County Clerk's Office.
201. All that tract of land known as the Mariba Substation site located on Kendrick Ridge Road in Mariba, Kentucky, about 6.2 miles southeast of Frenchburg, Kentucky, consisting of 1.291 acres, and recorded in Deed Book 70, Page 64, Menifee County Clerk's Office.
202. All that tract of land known as the Marion County Substation site and located in the Marion County Industrial Foundation, Industrial Park Subdivision about 2.2 miles southwest of Lebanon, near Ky. Highway 208, consisting of 2.083 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Marion County Industrial Foundation, Inc. by deed dated February 15, 1995 and recorded in Deed Book 178, Page 683, Marion County Clerk's office.
203. All that tract of land known as the Martin County Substation site and located on the East side of Kentucky 40 near Johnson-Martin county line, consisting of 1.07 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas and Della Wilson by deed dated December 14, 1982, and recorded in Deed Book 92, Page 46, Martin County Clerk's Office.
204. All that tract of land known as the Maysville-Mason County Industrial Park Substation site and located on Lot #3 on Minor Subdivision Plat, consisting of 1.608 acres, and

conveyed to East Kentucky Power Cooperative, Inc. from Maysville-Mason County Industrial Development Authority by deed dated February 14, 1997, and recorded in Deed Book 268, Page 599, Mason County Clerk's Office.

205. All that tract of land known as the Maytown Substation site and located on the East side of Kentucky 1010, 0.3 mile Northeast of Kentucky 946 near Maytown, consisting of 1.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stephen M. Genedon, by deed dated September 21, 1981, and recorded in Deed Book 132, Page 774, Morgan County Clerk's Office.
206. All that tract of land known as the Mazie Substation site and located approximately 4.5 miles West of Martha, Ky., on Highway 32, consisting of 0.756 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 148, Page 46, Lawrence County Clerk's Office.
207. All that tract of land known as the McCreary County Substation site and located on the South side of Round Top Road, approximately 1.6 miles Southwest of Revelo, off Kentucky Highway 742 near Hickory Grove, consisting of 13.375 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tim and Patsy Cox by deed dated April 11, 1992, and recorded in Deed Book 123, Page 96, McCreary County Clerk's Office.
208. All that tract of land known as the McKee Substation site located at the East edge of McKee on Route 421, consisting of 1.41 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
209. All that tract of land known as the McKinney Corner Substation site and located on the Greensburg and Edmington Highway 68 in Greensburg, consisting of 0.99 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
210. All that tract of land known as the Middle Creek Substation site and located 2 miles West of Prestonsburg, Ky., on Highway 114, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, Floyd County Clerk's Office.
211. All that tract of land known as the Mile Lane Substation site and located in Taylor County off of Mile Lane, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.
212. All that tract of land known as the Millers Creek Substation site and located approximately 9 miles Southeast of Irvine on Highway 52, consisting of 0.317 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.

213. All that tract of land known as the Millersburg Substation site and located on the west side of Miller Station Road, about 1,728 feet north of the intersection of said road with Pleasant Springs Road, consisting of 2.645 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harold R. Letton and Eloise Letton Wiglesworth, by deed dated March 8, 1996, and record in Deed Book 93, Page 716, Nicholas County Clerk's Office.
214. All that tract of land known as the Milton Substation site and located approximately 2 miles South of Milton on Highway 1255, consisting of 0.917 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.
215. All that tract of land known as the Monticello Substation site and located 2 miles North of Monticello on Highway 90, consisting of 0.459 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 126, Page 44, Wayne County Court Clerk's Office.
216. All that tract of land known as the Mt. Olive Substation site and located approximately 6.7 miles South of Yosemite on Highway 70, consisting of 1.9 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.
217. All that tract of land known as the Mt. Sterling Substation site and located approximately 4 miles South of Mt. Sterling on Ky. 11, consisting of 0.98 acre, and being conveyed to East Kentucky RECC from Richard and Margaret Barnett by deed dated May 31, 1967, and recorded in Deed Book 121, Page 320, Montgomery County Clerk's Office.
218. All that tract of land known as the Mt. Washington Substation site and located 1.8 miles East of Mt. Washington, on the South side of Kentucky Highway 44, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
219. All that tract of land known as the Munfordville Substation site and located approximately 3 miles North of Munfordville on Highway 31 W, consisting of 1.882 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 114, Page 15, Hart County Court Clerk's Office, and from Cecil and Luana Clauson by deed dated October 24, 1972, and recorded in Deed Book 123, Page 215, Hart County Clerk's Office.
220. All that tract of land known as the Munk Substation site and located approximately 9.8 miles Southwest of Walton on Highway 16, consisting of 1.687 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 35, Page 446, Gallatin County Clerk's Office.
221. All that tract of land known as the Murphysville Substation site and located East of Murphysville, Ky. on Highway 62, consisting of 22.35 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and

recorded in Deed Book 178, Page 567, Mason County Clerk's Office, and from Lowell T. and Flora Joann Mason by deed dated February 21, 1976, and recorded in Deed Book 196, Page 580, Mason County Clerk's Office.

222. All that tract of land known as the Nancy Substation site and located approximately 1 mile West of Nancy on Highway 96, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
223. All that tract of land known as the Nelson County Switching Station site and located .1 mile North of Kentucky 46, 0.8 mile Northeast of Nelsonville, Ky., consisting of 4.96 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Herbert Phelps, et al., by deed dated June 18, 1981, and recorded in Deed Book 233, Page 133, Nelson County Clerk's Office.
224. All that tract of land known as the Nelson Valley Substation site and located on the North side of Stylesville Road about two miles North of the city of Somerset, Kentucky, consisting of 1.676 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Gerald Brinson and Pam Brinson, husband and wife., by deed dated November 25, 2003, and recorded in Deed Book 730 at Page 500, Pulaski County Clerk's Office.
225. All that tract of land known as the New Castle Microwave Tower site and located at the intersection of New Castle and Smithfield Road in Henry County, consisting of 0.3 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated January 7, 1992, and recorded in Deed Book 170, Page 160, Henry County Clerk's Office.
226. All that tract of land known as the New Castle Substation site and located approximately 2 to 3 miles East of New Castle on Highway 573, consisting 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.
227. All that tract of land known as the New Liberty Substation site and located 3/4 mile East of New Liberty on U.S. 227, consisting of 0.18 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 113, Page 549, Owen County Clerk's Office.
228. All that tract of land known as the Newby Substation site and located on the outskirts of Newby on Maple Grove Road, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
229. All that tract of land known as the Newfoundland Substation site and located in the town of Newfoundland on Highway 7, consisting of 1.39 acres, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 52, Page 321, Elliott County Clerk's Office.

230. All that tract of land known as the Nicholasville Substation site and located 3 miles East of Nicholasville on Highway 169, consisting of 0.372 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 100, Page 66, Jessamine County Clerk's Office.
231. All that tract of land known as the Ninevah Substation site and located on the Southwest side of Highway 326, approximately 5 miles Northeast of Lawrenceburg, consisting of 1 acre, and being conveyed to East Kentucky RECC from Edgar Robinson, et al., by deed dated October 4, 1966, and recorded in Deed Book 64, Page 232, Anderson County Clerk's Office.
232. All that tract of land known as the North Corbin Substation site and located on the East side of Watch Road approximately 800 feet South of intersection of Kentucky 1629 and Watch Road, consisting of 1.315 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ernie Wells by deed dated July 23, 1979, and recorded in Deed Book 189, Page 690, Knox County Clerk's Office.
233. All that tract of land known as the North Floyd Substation site and located near Parlor Grove Road, approximately 2 miles east of Waynesburg, consisting of 1.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie Padgett and Darlene S. Padgett, his wife, by deed dated July 12, 2001, and recorded in Deed Book 317, Page 624, Lincoln County Clerk's Office.
234. All that tract of land known as the North Madison Substation site and located along Kentucky 1156, Jacks Creek Pike, approximately 8 miles northwest of Richmond, consisting of 1.30 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph Chasteen and Georgia M. Chasteen, his wife, by deed dated January 16, 2001, and recorded in Deed Book 524, Page 815, Madison County Clerk's Office.
235. All that tract of land known as the North Springfield Substation site and located near the Springfield and Willisburg Highway, consisting of 2.62 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.
236. All that tract of land known as the Norwood Substation site and located 1.4 miles North of the city limits of Somerset on U.S. 27, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Herbert A. Stykes, et al., by deed dated August 8, 1967, and recorded in Deed Book 277, Page 493, Pulaski County Clerk's Office.
237. All that tract of land known as the Oak Hill Substation site and located on the Northeast side of Normans Lane approximately .2 mile Southeast of the Oak Hill Road near Somerset, consisting of 1.15 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James and Rose Hart by deed dated February 14, 1985, and recorded in Deed Book 437, Page 293, Pulaski County Clerk's Office.
238. All that tract of land known as the Oakdale Substation site and located approximately 16.3 miles East of Beattyville, Ky., on Highway 52, consisting of 0.43 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 118, Page 514, Breathitt County Clerk's Office.



239. All that tract of land known as the Oakley Noel Substation site and located at 1525 Elliston Road, Dry Ridge, KY (Grant Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Larry Dale and Peggy Jean Spillman, by deed dated January 5, 2000, and recorded in Deed Book 257, Page 453, Grant County Clerk's Office.
240. All that tract of land known as the Oneida Substation site and located East of Kentucky 11, approximately 0.6 mile North of intersection of Kentucky 11 and Kentucky 66 near Oneida, consisting of 1.37 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Preston and Ruby Baker by deed dated June 28, 1982, and recorded in Deed Book 173, Page 323, Clay County Clerk's Office.
241. All that tract of land known as the Oven Fork Substation site and located 12 miles Northeast of Cumberland, Ky., on Kentucky 119, consisting of 1.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lillian Raleigh by deed dated July 29, 1981, and recorded in Deed Book 258, Page 320, Letcher County Clerk's Office.
242. All that tract of land known as the Owen County Switching Station site and located 1 mile East of New Liberty, Ky., at intersection of Kentucky 36 and U.S. 227, consisting of 3.89 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Bruce and Janet Fryman by deed dated November 16, 1981, and recorded in Deed Book 145, Page 80, Owen County Clerk's Office.
243. All that tract of land known as the P.P.G. Substation site and located near Menelaus Road North of Berea, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from PPG Industries, Inc. by deed dated May 18, 1989, and recorded in Deed Book 400, Page 199, Madison County Clerk's Office.
244. All that tract of land known as the Pactolus Substation site and located 1 mile North of Grayson near Kentucky Highway 1959 and East of Hidden Hills Subdivision in Carter County, consisting of 1.722 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clayton and Faye Burnett by deed dated March 27, 1991, and recorded in Deed Book 208, Page 676, Carter County Clerk's Office.
245. All that tract of land known as the Parkway Substation site and located within the Glasgow-Barren County Industrial Park in the southeast quadrant of the intersection between the Cumberland Parkway and U.S. Highway 31E, consisting of 1.35 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Glasgow/Barren County Industrial Development and Economic Authority, by deed dated May 29, 1987 and recorded in Deed Book 218 at page 28 in the Barren County Clerk's office.
246. All that tract of land known as the Peasticks Substation site and located 3.8 miles east of Owingsville and on the west side of Peasticks Road about 0.7 mile south of the community of Peasticks in Bath County, Kentucky, consisting of 2.05 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walden and Dorothy Lee McCarty by deed dated October 28, 1994, and recorded in Deed Book 178, Page 53, Bath County Clerk's Office.

247. All that tract of land known as the Pelfrey Substation site and located 2 miles East of Olive Hill on Highway 60, consisting of 1.04 acres, and being conveyed to East Kentucky RECC from Otto and Fern Smith by deed dated October 4, 1966, and recorded in Deed Book 135, Page 287, Carter County Clerk's Office.
248. All that tract of land known as the Penn Substation site and located at Josephine, Ky., consisting of 0.918 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 108, Page 444, Scott County Clerk's Office.
249. All that tract of land known as the Perryville Substation site and located 1/2 mile North of Perryville on Highway 68, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
250. All that tract of land known as the Peytons Store Substation site and located approximately 0.3 mile North of Peytons Store, Ky., at junction of Highway 243E and 78, consisting of 0.53 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 260, Casey County Clerk's Office.
251. All that tract of land known as the Phil Substation site and located near Phil, Ky., on U.S. 127 consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
252. All that tract of land known as the Pine Grove Substation Site and located approximately 4 miles south of London, Kentucky, on Maple Grove Road, consisting of 1.919 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Charles E. Vires and Jewell Vires, by Deed dated July 14, 1995, and recorded in Deed Book 447, Page 598, Laurel County Clerk's Office.
253. All that tract of land known as the Pine Knot Substation site and located 1 mile Northeast of Pine Knot on the North side of Kentucky 92, consisting of 1.38 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Cecil and Itylene Trammell by deed dated September 10, 1980, and recorded in Deed Book 92, Page 50, McCreary County Clerk's Office.
254. All that tract of land known as the Pine Mountain Substation site and located on North side of Kentucky 221 East of Bledsoe, consisting of 0.66 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Riley Lee Osborne by deed dated February 8, 1983, and recorded in Deed Book 254, Page 654, Harlan County Clerk's Office.
255. All that tract of land known as the Pleasant Grove Substation site and located on the Raymond Road, 161 feet North of Kentucky Highway 44, consisting of 1.78 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.

256. All that tract of land known as the Plumville Switching Station site and located 2,000 feet Northeast of intersection with Kentucky 1449, 2 miles Northwest of Orangeburg, consisting of 4.61 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stanley and Alma Lyons by deed dated December 16, 1974, and recorded in Deed Book 194, Page 20, Mason County Clerk's Office.
257. All that tract of land known as the Powell Switching Station site and located on Hall's Lane in Stanton, Ky., opposite high school, consisting of 7.15 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lennie Tharpe, et al., by deed dated September 18, 1980, and recorded in Deed Book 85, Page 17, Powell County Clerk's Office.
258. All that tract of land known as the Pulaski County 161 KV line and located at Pulaski County and North of the Town of Science Hill, Kentucky, consisting of 11.0318 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Carson Sizemore and Carol Sizemore, husband and wife by deed dated July 24, 2002, and recorded in Deed Book 699, Page 631, Pulaski County Clerk's Office.
259. All that Tract of land known as the Pulaski County Switching Station site and located in located in Pulaski County, Kentucky, lying and being near Todd Road and Route 27, consisting 2.089 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Bengé and Leda Bengé, his wife, by deed dated December 27, 2001, and recorded in Deed Book 703, Page 385, Pulaski County Clerk's office.
260. All that tract of land known as the Radcliff Substation site and located near the Red Hill Road and Clyde Road, consisting of 1.37 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Hardin County Clerk's Office.
261. All that tract of land known as the Rectorville Substation site and located on the Owl Hollow Road, consisting of 1.457 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Eunice Weaver by deed dated November 22, 1976, and recorded in Deed Book 198, Page 585, Mason County Clerk's Office.
262. All that tract of land known as the Redbush Substation site and located 3 miles North of Redbush on Highway 459, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
263. All that tract of land known as the Reid Village Substation site and located on the south side of U.S. Highway 60, about 2.53 miles west of Mt. Sterling and adjoining the west side of Hillcrest Subdivision in Reid Village, being conveyed to East Kentucky Power Cooperative, Inc. from Mitchell H. Potter and Glenna A. Potter, his wife, by deed dated May 20, 1998, and recorded in Deed Book 231, Page 479, Montgomery County Clerk's Office.

264. All that tract of land known as the Renaker Microwave Tower site and located in Harrison County, and being conveyed to East Kentucky RECC from Smith and Katherine McNees by easement dated March 9, 1973, and recorded in Deed Book 145, Page 519, Harrison County Clerk's Office.
265. All that tract of land known as the Renaker Switching Station site and located 7 miles Northeast of Cynthiana on Kentucky 36, consisting of 6.85 acres, and being conveyed to East Kentucky RECC from Charles and Clarice Parsons by deed dated January 25, 1963, and recorded in Deed Book 124, Page 348, Harrison County Court Clerk's Office, and from Harrison RECC, by deed dated April 1, 1955, and recorded in Deed Book 119, Page 621, Harrison County Court Clerk's Office, and from Ray and Mildred Fookes by deed dated November 6, 1954, and recorded in Deed Book 117, Page 398, Harrison County Clerk's Office.
266. All that tract of land known as the Rice Station Substation site and located East of Rice Station on Highway 52, consisting of 0.36 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
267. All that tract of land known as the Richardson Distribution Substation Site and located approximately 0.25 miles northwest of Kentucky Highway 17 on the west side of Far Hills Drive, consisting of 3.0536 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by James K. Gerwe and Kimberly Hassett, by Deed dated July 24, 1995, and recorded in Deed Book 403, Page 98, Kenton County Clerk's Office.
268. All that tract of land known as the Rineyville Substation site and located in Hardin County, Kentucky, consisting of 2.828 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Francis M. Raine Sr. and June T. Raine, husband and wife, by deed dated December 18, 2003, and recorded in Deed Book 1100 at Page 480, Hardin County Clerk's Office.
269. All that tract of land known as the Rockhold Substation site and located near Rockhold, consisting of 0.97 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
270. All that tract of land known as the Rowan County Transmission Station site and located between Kentucky Highway #32 and Cristy Creek, about 2.5 miles East of Morehead, Ky., and being conveyed to East Kentucky Power Cooperative, Inc. from Ronald Tucker and Lyda S. Carter by deed dated January 2, 1996, and recorded in Deed Book 174, Page 112, Rowan County Clerk's Office.
271. All that tract of land known as the Russell County Switching Station site and located on the West side of the Sewellton Road at the intersection of Sewellton and Sawmill Road in Russell County, consisting of 7.58 acres, and being a portion of the property conveyed to East Kentucky Power Cooperative, Inc. from Cramer Mullis, et al, by and through Terril Flanagan, Master Commissioner of the Russell Circuit Court, by deed dated December 12, 1985 and recorded in Deed Book 103, Page 330, Russell County Court Clerk's Office. A description of the property retained by East Kentucky Power

Cooperative, Inc. is contained in that deed dated April 11, 1986 from East Kentucky Power Cooperative, Inc. to Jim Edward Hadley, et ux and recorded in Deed Book 104, Page 371, Russell County Clerk's Office.

272. All that tract of land known as the Russell Springs Substation site and located at the Northwest city limits of Russell Springs on Highway 80, consisting of 0.69 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated December 17, 1965, and recorded in Deed Book 52, Page 76, Russell County Clerk's Office.
273. All that tract of land known as the Russell Springs Substation site and located approximately 358 feet off of Kentucky Highway # 80 in the community of Russell Spring, consisting of 0.69 acre tract, and conveyed to East Kentucky Power Cooperative, Inc. from South Kentucky R.E.C.C., by deed dated September 5, 2002, and recorded in Deed Book 208, Page 614, Russell County Clerk's office.
274. All that tract of land known as the Salem Substation site and located along Old Sano Road, in the community of Russell Springs, consisting of 0.119 acre, and conveyed to East Kentucky Power Cooperative, Inc. from Sam J. Tarter, a single man, by deed dated September 6, 2002, and recorded in Deed Book 207, Page 479, Russell County Clerk's office.
275. All that tract of land known as the Salem Substation site and located near Salem, Kentucky, consisting of 1.695 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Garfield Gosser and Alma Gosser, his wife, by deed dated January 17, 1997, and recorded in Deed Book 159, Page 608, Russell County Clerk's office.
276. All that tract of land known as the Salt Lick Substation site and located on Lick Ford School Road, approximately 1 mile South of State Highway 7, consisting of 0.25 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, Floyd County Clerk's Office.
277. All that tract of land known as the Salt Well Road Switching Station site and located 0.06 mile North of headquarters on Salt Well Road, consisting of 2.11 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Northern Financial & Guaranty Co., Ltd., by deed dated March 12, 1981, and recorded in Deed Book 74, Page 39, Nicholas County Clerk's Office.
278. All that tract of land known as the Sand Gap Substation site located near the intersection of Gravel Lick Road and Jack Thomas Road, consisting of 6.636 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dennis Slone by deed dated June 7, 2001, and recorded in Deed Book 162, Page 209, Jackson County Clerk's Office.
279. All that trace of land known as the Sandy Hook Substation site located in Sandy Hook, Kentucky, on the waters of the Little Sandy River consisting of 2.283 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Kelly T. Mobley, et ux, by

deed dated August 25, 1993, and recorded in Deed Book 82, Page 653, Elliott County Clerk's Office.

280. All that tract of land known as the Sewellton Junction Switching Station site and located about 4 miles Northwest from Russell Springs on Highway 1729, consisting of 1.53 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Oscar and Pearl Shaw, et al., by deed dated January 23, 1980, and recorded in Deed Book 85, Page 154, Russell County Clerk's Office.
281. All that tract of land known as the Sewellton Substation site and located 15 miles South of Russell Springs on Highway 432, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 57, Page 423, Russell County Clerk's Office.
282. All that tract of land known as the Seymour Substation site, consisting of 4.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Douglas R. and Pamela Branstetter by deed dated July 5, 1978, and recorded in Deed Book 140, Page 764, Hart County Clerk's Office.
283. All that tract of land known as the Sharkey Substation site, consisting of 3.037 acres and located on the east side of Ky. Highway 801 about one mile north of Interstate Highway I-64 interchange, and being conveyed to East Kentucky Power Cooperative, Inc. from MMRC Regional Industrial Development Authority, Inc. by deed dated April 14, 2000, and recorded in Deed Book 194, Page 627, Rowan County Clerk's Office.
284. All that tract of land known as the Shelby City Substation site and located 1/2 mile South of Highway 35 and Ky. 300, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
285. All that tract of land known as the Shelby County Switching Station site and located on the Brunerstown Road, .36 mile from Joyes Station Road intersection, consisting of 4.994 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy F. and Lillian Neel by deed dated April 26, 1990, and recorded in Deed Book 263, Page 146, Shelby County Clerk's Office.
286. All that tract of land known as the Shepherdsville Substation site and located on the East side of Kentucky Highway 61, about 3 miles South of Shepherdsville, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
287. All that tract of land known as the Shopville Substation site and located approximately 8.8 miles Northeast of Somerset on Highway 80, consisting of 1.34 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
288. All that tract of land known as the Sideview Substation site and located near junction of Bourbon and Montgomery counties, consisting of 1.12 acres, and being conveyed to

East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.

289. All that tract of land known as the Sinai Substation site and located approximately 1 1/2 miles West of Sinai on Highway 62, consisting of 1.576 acres, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 68, Page 69, Anderson County Clerk's Office.
290. All that tract of land known as the Skaggs Switching Station site and located approximately 4 miles West of Martha on Highway 469, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Martin Earl Skaggs, et al., by deed dated July 5, 1963, and recorded in Deed Book 136, Page 281, Lawrence County Clerk's Office.
291. All that tract of land known as the Slat Substation site and located approximately one mile southwest of the city limits of Monticello, on the north side and adjacent to West Ky. Highway #90, being conveyed to East Kentucky Power Cooperative, Inc. from Donald R. Richardson and Hilda F. Richardson by deed dated October 23, 1997, and recorded in Deed Book 260, Page 302, Wayne County Clerk's Office.
292. All that tract of land known as the Smithersville Substation site and located East of Kentucky 447 and South of the Mt. Zion Church Road intersection approximately 3.25 miles North of Elizabethtown, consisting of 1.086 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Jane Wilkerson by deed dated May 23, 1979, and recorded in Deed Book 372, Page 187, and 1.0 acre from C. W. Dixon and Dorothy Dixon and Ann Logan Dutschke and Kenneth Dutschke, her husband by deed dated November 20, 1997, and recorded in Deed Book 890, page 382, Hardin County Clerk's Office.
293. All that tract of land known as the Smith Station Pipeline Property located in Clark County, Kentucky, along Bybee Road, consisting of 0.460 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph L. Ballard and Evelyn T. Ballard, his wife, by Deed dated November 28, 2001, and recorded in Deed Book 386, Page 363, Clark County Clerk's Office.
294. All that tract of land known as the Somerset Substation site and located North side of Kentucky 1642, 1.75 miles East of junction U.S. 27 and Kentucky 1642, consisting of 2.257 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed date January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office, and from Claude and Sallie Brown by deed dated June 16, 1964, and recorded in Deed Book 256, Page 538, Pulaski County Clerk's Office, and to East Kentucky Power Cooperative, Inc. from David Parker Durham, et al., by deed dated July 10, 1979, and recorded in Deed Book 394, Page 311, Pulaski County Clerk's Office.
295. All that tract of land known as the South Albany Substation site and located on the South side of Harper Lane, approximately 1,200 feet West of its intersection with Highway 127, consisting of 1.38 acres, and being conveyed to East Kentucky RECC from Balos Hickman by deed dated February 27, 1973, and recorded in Deed Book 54, Page 488, Clinton County Clerk's Office.

296. All that tract of land known as the South Corbin Substation site and located 2 miles South of Corbin, consisting of 2.189 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from A.B. and Barbara Middleton by deed dated March 16, 1977, and recorded in Deed Book 266, Page 201, Whitley County Clerk's Office.
297. All that tract of land known as the South Elkhorn Substation site and located near South Elkhorn and Keene Pike, consisting of 2.046 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. Johnson, et al., by deed dated January 19, 1996, and recorded in Deed Book 347, Page 241, Jessamine County Clerk's Office.
298. All that tract of land known as the South Floyd Substation site and located on the south side of West Todd Road between Kentucky Highway 1247 to the west and U.S. Highway 27 to the east, consisting of 1.291 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Benge and Leda Benge by deed dated June 24, 1997, and recorded in Deed Book 601, Page 124, Pulaski County Clerk's office.
299. All that tract of land known as the South Fork Substation site and located 4 miles South of Booneville on Highway 11, consisting of 0.333 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 29, Page 250, Owsley County Clerk's Office.
300. All that tract of land known as the South Jessamine Substation site and located near Nicholasville, being conveyed to East Kentucky Power Cooperative, Inc. from Mitsy Pine and Anthony M. Pine, her husband, by deed dated October 7, 1999, and recorded in Deed Book 418, Page 316, Jessamine County Clerk's Office.
301. All that tract of land known as the South Oak Hill Substation site and located on the North side of Ferry Road about 1.13 miles west of Kentucky Highway 1577, approximately 2.7 miles southwest of Oak Hill, being conveyed to East Kentucky RECC from Gary R. Barker and Judy G. Barker, his wife, by deed dated September 4, 1998, and recorded in Deed Book 626, Page 463, Pulaski County Clerk's Office.
302. All that tract of land known as the South Springfield Substation site and located on the East side of St. Rose and Lebanon Highway, consisting of 1.054 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.
303. All that tract of land known as the Southville Substation site and located approximately 8.2 miles South of Shelbyville on Highway 53, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
304. All that tract of land known as the Spurlock/Stuart Zimmer and located in Mason County, Kentucky, consisting of 93 acres, 3 roods and 51 poles, and being conveyed to East Kentucky Power Cooperative, Inc. from Ruth G. Rosser, single c/o Maysville



Extended Care Facility by deed dated December 10, 2003, and recorded in Deed Book 301 at Page 256, Mason County Clerk's Office.

305. All that tract of land known as the Stanton Microwave Tower site and located in Powell County, and being conveyed to East Kentucky RECC from Robert Horn, et al., by easement dated August 4, 1955, and recorded in Deed Book 45, Page 515, Powell County Court Clerk's Office, and from Green N. and Louise Huff Abner by easement dated August 4, 1955, and recorded in Deed Book 56, Page 106, Powell County Clerk's Office.
306. All that tract of land known as the Stanton Substation site and located approximately 1 mile West of Stanton on Highway 15, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 58, Page 208, Powell County Clerk's Office.
307. All that tract of land known as the Stephensburg Substation site and located on the East side of U.S. 62 near Stephensburg, consisting of 0.46 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.
308. All that tract of land known as the Sublett Substation site and located approximately 15 miles North of Royaltown on Highway 7, consisting of 0.688 acre, and being conveyed to East Kentucky RECC from Skid and Eliza Montgomery by deed dated December 26, 1963, and recorded in Deed Book 93, Page 26, Magoffin County Clerk's Office.
309. All that tract of land known as the Sublett Substation site 2 and located on the Northwest side of Meadows Road, near Meadows Branch, between Sublett and Royaltown, consisting of 1.267 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Una Howard by deed dated July 3, 1990, and recorded in Deed Book 139, Page 762, Magoffin County Clerk's Office.
310. All that tract of land known as the Sulphur Creek Substation site and located 2.5 miles West of Raywick at junction of Highway 84 and 457, consisting of 0.86 acre, and being conveyed to East Kentucky RECC from Bernard and Imogene Clark by deed dated November 24, 1965, and recorded in Deed Book 153, Page 478, Nelson County Clerk's Office, and from Inter-County RECC by deed dated December 14, 1965, and recorded in Deed Book 153, Page 558, Nelson County Clerk's Office.
311. All that tract of land known as the Summersshade Switching Station site and located approximately 1 mile East of Summersshade on Route 90, consisting of 4.419 acres, and being conveyed to East Kentucky RECC from C.P. and Lou Mae Simpson by deed dated July 16, 1974, and recorded in Deed Book 60, Page 345, Metcalfe County Clerk's Office, and from C.P. Simpson, et al., by deed dated September 9, 1952, and recorded in Deed Book 45, Page 93, Metcalfe County Clerk's Office.
312. All that tract of land known as the Summersville Substation site and located near the Lexington Road, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.

313. All that tract of land known as the Taylorsville Substation site and located off Highway 44 about 1 mile West of Taylorsville, consisting of 0.796 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 68, Page 546, Spencer County Clerk's Office.
314. All that tract of land known as the Temple Hill Substation site and located approximately 1/10 mile North of Temple Hill, Ky., on Highway 63, consisting of 1.09 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
315. All that tract of land known as the Tharp Substation site and located North of Kentucky Highway 1357, approximately 1.2 miles West of intersection of Kentucky Highway 31 near Elizabethtown, consisting of 1.531 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Artie Stark by deed dated July 9, 1976, and recorded in Deed Book 294, Page 60, Hardin County Clerk's Office.
316. All that tract of land known as the Thelma Substation site and located 4.2 miles East of Paintsville on Highway 1270, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
317. All that tract of land known as the Three Forks Substation site and located 5.5 miles North of Richmond on Three Forks Road in Madison County, consisting of 5.635 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tom C. and Darlene B. Harper by deed dated June 5, 1991, and recorded in Deed Book 415, Page 779, Madison County Court Clerk's Office.
318. All that tract of land known as the Three Links Junction Switching Station site and located West of Lambert and U.S. 25 intersection, consisting of 0.963 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from J.H. and Lena Rucker by deed dated October 18, 1979, and recorded in Deed Book 111, Page 449, Rockcastle County Court Clerk's Office.
319. All that tract of land known as the Three Links Substation site and located approximately 18.5 miles from Richmond on Highway 421, then South on gravel road at Morrill for approximately 5.3 miles, consisting of 0.8 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
320. All that tract of land known as the Three-M Substation site and located 1.14 miles south of the Cynthiana, Harrison County Courthouse near New Lair Road, consisting of 1.535 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harrison Rural Electric Cooperative Corporation by deed dated May 15, 1992, and recorded in Deed Book 192, Page 641, Harrison County Clerk's Office.
321. All that tract of land known as the Trapp Substation site and located near Irvine Road (Kentucky Highway 89), consisting of 1.00 acres, and conveyed to East Kentucky

Power Cooperative, Inc. from William C. Wells and Linda K. Wells by deed dated October 11, 1996, and recorded in Deed Book 339, Page 330, Clark County Court Clerk's Office.

322. All that tract of land known as the Treehaven Substation site and located on Gawthrop Drive, Winchester, KY (Clark Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Floyd's Landing, Inc., by deed dated April 6, 2000, and recorded in Deed Book 371, Page 328, Clark County Clerk's Office.
323. All that tract of land known as the Tunnell Hill Substation site and located on Tunnell Hill Road, consisting of 1.865 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Court Clerk's Office.
324. All that tract of land known as the Turkey Foot Substation site and located 1.5 miles East of Devon on North side of Richardson Road at intersection of Thomas Lane, consisting of 1.432 acres, and being conveyed to East Kentucky RECC from Lillie Riley and Votel Contractors, Inc. by deed dated June 30, 1966, and recorded in Deed Book 144, Page 615, Kenton County Clerk's Office.
325. All that tract of land known as the Tyner Microwave Tower site and located in Jackson County, and being conveyed to East Kentucky RECC from Charlie and Elsie Forman by easement dated May 5, 1967, and recorded in Deed Book 72, Page 418, Jackson County Court Clerk's Office.
326. All that tract of land known as the Tyner Substation site and located at junction of Highway 30 and 21, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and being recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
327. All that tract of land known as the Tyner Switching Station site and located on the South side of Kentucky 30, approximately 1/2 mile West of junction of U.S. 421 and Kentucky 30, consisting of 3.39 acres, and being conveyed to East Kentucky RECC from J.W. and Lillie Metcalf, et al., by deed dated January 30, 1963, and recorded in Deed Book 68, Page 61, Jackson County Clerk's Office.
328. All that tract of land known as the Union City Substation site and located on the south side of Kentucky Highway 1986 (Union City Road), approximately four (4) miles east of Richmond, consisting of 2.417 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union City Farms by deed dated October 24, 2001, and recorded in Deed Book 535, Page 297, Madison County Clerk's Office.
329. All that tract of land known as the Upton Substation site and located near Millerstown, consisting of 1.153 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 542, Hardin County Clerk's Office.
330. All that tract of land known as the Van Arsdell Substation site and located 10 miles from Harrodsburg on Highway 35, then 1 mile on Van Arsdell Road, consisting of

0.929 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 163, Page 464, Mercer County Clerk's Office.

331. All that tract of land known as the Van Meter Substation site and located on South side of Van Meter Road approximately 1,200 feet East of the intersection of Clintonville Rod and Van Meter Road, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James B. and Nancy M. Graves, et al., by deed dated January 30, 1976, and recorded in Deed Book 227, Page 682, Clark County Clerk's Office.
332. All that tract of land known as the Vertrees Substation site and located on a county road, consisting of 1.27 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
333. All that tract of land known as the Vine Grove Substation site and located on Rogersville Vine Grove Road, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
334. All that tract of land known as the Volga Substation site and located 4.5 miles North of intersection of U.S. 60 and Kentucky 172, on West side of Kentucky 172, on East side of Mud Licks Creek, consisting of 2.095 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Everett and Sallie LeMaster, et al., by deed dated May 14, 1979, and recorded in Deed Book 157, Page 55, Johnson County Clerk's Office.
335. All that tract of land known as the W.R. Smoot Substation site and located 2.26 miles North of Pleasant Valley Road on Highway 42/127 in Boone County, consisting of 22.695 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Richard K. and Doris Fedders by deed dated March 1, 1991, and recorded in Deed Book 448, Page 45, Boone County Clerk's Office.
336. All that tract of land known as the Walnut Grove Substation Site and located approximately 13 miles north of Somerset, Kentucky, on the waters of Brushy Creek and being near Smith Hollow Road, just south of the area known as Walnut Grove, Pulaski County, Kentucky, consisting of 2.755 deed to East Kentucky Power Cooperative, Inc. from L. L. Bumgardner and Byrlene Bumgardner by Deed dated July 14, 1995, and recorded in Deed Book 569, Page 323, Pulaski County Clerk's Office.
337. All that tract of land known as the Walnut Hill Switching Station site and located at intersection of Walnut Hill-Chilesburg Road and Athens-Boonesboro Road approximately 2.1 miles Northwest of Lexington, consisting of 0.99 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Haden and Barbara J. Dickerson by deed dated January 21, 1982, and recorded in Deed Book 1288, Page 264, Fayette County Clerk's Office.
338. All that tract of land known as the Warnock Substation site and located approximately 1/2 mile West of Greenbo Lake State Park on Hoods Run Branch Road, South of road,

consisting of 1.217 acres, and being conveyed to East Kentucky RECC from Warren K. Wright by deed dated October 3, 1966, and recorded in Deed Book 217, Page 393, Greenup County Clerk's Office.

339. All that tract of land known as the Watergap Substation site and located on the Mutton Fork of Bull Creek, 1.8 miles Southeast of Prestonsburg, consisting 1.49 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charles D. and Martha Johnson, et al., by deed dated September 25, 1987, and recorded in Deed Book 313, Page 453, Floyd County Clerk's Office.
340. All that tract of land known as the Wayne County Switching and Station site located 1.75 miles North of Highway 90, consisting of 2.124 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Willis R. and Katherine R. Buck by deed dated December 14, 1978, and recorded in Deed Book 169, Page 385, Wayne County Court Clerk's Office.
341. All that tract of land known as the West Bardstown Substation site and located 3.5 miles Northwest of Bardstown on Highway 245, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.
342. All that tract of land known as the West Berea Switching Station site and located on Kentucky 595, consisting of 1.323 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lewis and Pauline Calico by deed dated April 20, 1979, and recorded in Deed Book 405, Page 284, Madison County Clerk's Office.
343. All that tract of land known as the West Columbia Substation Site and located approximately 3.6 miles south of Columbia, Kentucky, near Kentucky Highway #61 and C. Curry Road, consisting of 1.492 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Lynn McLean and Jean D. McLean by Deed dated July 12, 1995, and recorded in Deed Book 208, Page 344, Adair County Clerk's Office.
344. All that tract of land known as the West Glasgow Substation site and located on the east side of Donnelley Drive, approximately 2 miles west of Glasgow, being conveyed to East Kentucky Power Cooperative, Inc. from David W. Bailey, et al, by deed dated January 27, 1998, and recorded in Deed Book 238, Page 265, Barren County Clerk's Office.
345. All that tract of land known as the West Liberty Microwave Tower site and located in Morgan County on Kentucky 172 and on top of the hill between West Liberty and Lenox, and being conveyed to East Kentucky RECC from Joe D. and Martha Stacy by deed dated October 9, 1967, and recorded in Deed Book 104, Page 149, Morgan County Court Clerk's Office.
346. All that tract of land known as the West Liberty Substation site and located approximately 4.5 miles Northeast of West Liberty on Highway 1161 approximately 1 mile East of junction of highways 7 and 1161, consisting of 1.01 acres, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 105, Page 175, Morgan County Clerk's Office.

347. All that tract of land known as the West London Substation site and located approximately 1.5 miles southwest of London on Kentucky 192, consisting of 1.012 acres, and being conveyed to East Kentucky RECC from James B. Thompson by deed dated August 13, 1968, and recorded in Deed Book 189, Page 568, Laurel County Clerk's Office.
348. All that tract of land known as the West Mt. Washington Substation site and located 1.5 miles Southwest of Mt. Washington and adjacent to Old Mill Manor Subdivision, consisting of 1.69 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas R. and Vernesa Lynn Jasper, et al., by deed dated October 10, 1980, and recorded in Deed Book 240, Page 614, Bullitt County Court Clerk's Office.
349. All that tract of land known as the West Nicholasville Substation site and located 2,200 feet West of Kentucky 169, 700 feet inside Northeastern city limits of Nicholasville, consisting of 1.008 acres, and being conveyed to East Kentucky RECC from Philips Industries, Inc. by deed dated July 27, 1973, and recorded in Deed Book 124, Page 231, Jessamine County Clerk's Office.
350. All that tract of land known as the West Somerset Substation site located about 3.5 miles southwest of the City of Somerset on Patterson Branch Road near Lake Cumberland in Pulaski County consisting of 2.200 acres and being conveyed to East Kentucky Power Cooperative, Inc. from George C. Thurman, et ux, by deed dated November 12, 1993, and recorded in Deed Book 541, page 278, Pulaski County Clerk's Office.
351. All that tract of land known as the Whitley City Substation site and located 1 mile Southeast of Whitley City off Highway 37, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 64, Page 35, McCreary County Clerk's Office.
352. All that tract of land known as the William Smith Substation site and located on the East side of Mineola Pike, approximately 1.4 miles Northeast of Kentucky Highway 236, consisting of 3.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union Light, Heat & Power Co., by deed dated August 28, 1984, and recorded in Deed Book 324, Page 270, Boone County Clerk's Office.
353. All that tract of land known as the Williamstown Substation site and located 2 miles West of Williamstown Farm Road, consisting of 1.136 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 109, Page 229, Grant County Clerk's Office.
354. All that tract of land known as the Windsor Substation site and located on outskirts of Windsor on Highway 80, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.
355. All that tract of land known as the Woosley Substation site and located 1 mile Southeast of Boston, Ky., about 1.25 miles South of junction of Highways 62 and 733, consisting

of 1.481 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Raymond and Dimple Woosley by deed dated March 15, 1979, and recorded in Deed Book 221, Page 116, Nelson County Clerk's Office.

356. All that tract of land known as the Wyoming Substation site and located on Johnson's Ford Road about 8 miles from Owingsville, Kentucky consisting of approximately .029 acre and being conveyed to East Kentucky Rural Electric Cooperative Corporation by deed from Fleming-Mason RECC, said deed being recorded in Deed Book 128, Page 815, Bath County Clerk's office.
357. All that tract of land known as the Zachariah Substation site and located on Highway 11 at Zachariah, consisting of 0.66 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 65, Page 55, Wolfe County Clerk's Office.
358. All that tract of land known as the Zion Ridge Microwave site and located off of Negro Hill Road 1.1 miles west of its intersection with Kentucky Highway #784, consisting of 0.037 acre and being conveyed to East Kentucky Power Cooperative, Inc. from W. L. Everman, et al, by deed dated June 8, 1993, and recorded in Deed Book 414, Page 641, Greenup County Clerk's Office.
359. All that tract of land known as the Zollicoffer Substation site and located at Pulaski County and being near Nancy, Kentucky, on Highway #235, consisting of 2.051 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Kathleen Spencer, single by deed dated October 8, 2003, and recorded in Deed Book 725 at page 101, Pulaski County Clerk's Office.
360. All that tract of land known as the Zula Substation site and located at Wait, Ky., on Highway 90, consisting of 1.75 acres, and being conveyed to East Kentucky RECC from Roy and Lucille Burris by deed dated June 8, 1966, and recorded in Deed Book 121, Page 194, Wayne County Clerk's Office.
361. All the tracts of property comprising the site of the Cooper Power Station as follows:

Tract C-1

Parcel 1 – A certain parcel of land lying and being in Pulaski County, Kentucky on the waters of Pitman Creek and bounded and described as follows, to wit:

Beginning on the east side of Smith Ferry Road at the corner of a tract of land sold to William Loveless; thence east with said Loveless line 1700 feet more or less to a point in the Heath line; thence north with the said Heath line 558 feet with the first described line 1700 feet more or less to the east side of Smith's Ferry Road 558 feet, more or less to the beginning corner and containing 21 acres more or less. It is understood that the East Kentucky Rural Electric Cooperative has an easement across this property for transmission lines, and this deed is made subject to said easement.

Parcel 2 – Tract 1 – A certain tract or parcel of land in Pulaski County, Kentucky, on the east side of Jacksboro Road, and bounded as follows, to wit:

Beginning on a white oak and cedar, William Wait's and James Heath's corner; thence due S 35-1/3 poles to a stone; thence S 56 W 25-1/3 poles to a stone; thence due north 25-1/3 poles to a stone; thence N 56 E 25-1/3 poles to the beginning, containing four (4) acres.

Tract II – A certain tract of eleven (11) acres, more or less, of land located and being in Pulaski County, Kentucky, on the waters of Cumberland River and described as follows, to wit: Beginning on a small walntu (sic) tree on east side of Smith Ferry Road at Cy Loveless corner; thence eastward with old line; 1263 feet more or less to a cedar tree, corner of Flynn yard; thence northeast with old survey line 420 feet more or less to a cedar tree, corner Jones, Heath garden; thence N 250 feet to stake; thence W 1683 feet more or less to a rock at Smith Ferry Road; thence S 400 feet to the beginning. Except a small parcel heretofore sold, and at one time belonging to Homer Losey. In said deed a right of way is reserved and second parties to have said right of way.

Tract III – A certain tract or parcel of land lying and being in Pulaski County, Kentucky, and more particularly described as follows:

Beginning at the Jacksboro Road at a stone running NE following the Barneum line 18 poles 17 feet to a walnut tree and a stone, running from the walnut tree and a stone due S 22 poles 31 feet to a stone at McMullin's line, running from the stone following the McMullin line SW 18 poles 17 feet to a walnut tree following the Jacksboro Road 22 poles 31 feet back to the beginning, corner at a stone, containing 1-1/2 acres, more or less. Said property being in Cedar Creek.

Being the same property conveyed from Charles R. Cox and Hazel A. Cox, his wife, to East Kentucky Power Cooperative, Inc., by Deed dated May 15, 1975, and recorded in Deed Book 353, Page 662, Pulaski County Clerk's Office.

#### Tract C-2

Beginning at a stake on the north side of the Minton Road line; thence a northerly direction a distance of 150 feet to a stake; thence an easterly direction 100 feet to a stake; thence in a southerly direction 150 feet to a stake, Minton's road, this line being parallel to the first call; thence from said stake with the Minton Road line a distance of 100 feet to a stake to the beginning.

Being the same property conveyed from Raymond Bell, et ux, to East Kentucky Power Cooperative, Inc., by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 251, Pulaski County Clerk's Office.

#### Tract C-3

Beginning at an elm at old Military Road from Somerset to Burnside, Kentucky; thence S 86 E 1100 feet to a stone, about 30 feet south of the barn; thence S 88 E 1541 feet to a stone in Smith's line; thence N 36 E 870 feet with Smith's line to a hickory on the Jacksboro Road; thence with the meanders of the said road, N 3 E 957 feet; N 5 W 544 feet to a stake in the branch; Carr's corner; thence N 83 W 2125 feet to a walnut and



cedar; thence N 7 E 625 feet to a post oak and stone, Gover's corner; thence S 71 W 687 feet to the Military Road; thence with said road due south 443 feet; S 4-1/2 E 700 feet; S 16-1/2 W 1055 feet; S 59 W 200 feet to the beginning, containing 145 acres, more or less, with the exception of five (5) acres, more or less, which was sold off this tract heretofore.

There is excepted therefrom, the following property which is the subject of a Contract for the Sale of Real Estate, recorded in Contract Book 5, Page 265, to William C. Jones, et ux, and being described as follows:

A certain tract or parcel of land, lying and being in Pulaski County, Kentucky, off Kentucky #1247, described as follows:

BEGINNING on an iron pin in the north right of way line to the Southern Railroad spur line to Cooper Power Plant, the southwest corner to the property herein described; thence N 18°14' E 88.5 feet to an iron pin; thence N 29°12' E 266.2 feet to an iron pin and a fence corner; thence with the fence S 62°11' E 125.8 feet to an iron pin; thence S 18°00' W 239.5 feet to an iron pin; thence N 75°40' W 26.3 feet to an iron pin; thence S 17°57' W 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Correll Properties, Inc. to East Kentucky Power Cooperative, Inc., by Deed dated April 24, 1975, and recorded in Deed Book 353, Page 343, Pulaski County Clerk's Office.

#### Tract C-4

Beginning at a stone on the South side of the Minton Road, corner to Henry Hamm; thence a southeastwardly direction with Hamm's line 587 feet to a stone, corner to Henry Hamm and J. B. Carr; thence northeastwardly with J. B. Carr's line 487 feet to a stone at the Minton Road; thence westwardly with the Minton Road 1,080 feet to the beginning, being a triangular shaped tract, consisting of 3 1/2 acres more or less.

Being the same property conveyed from Ruby Hall, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated June 23, 1975, and recorded in Deed Book 354, Page 643, Pulaski County Clerk's Office.

#### Tract C-5

Beginning on a stake on the west side of the Minton Road; thence North West 210 feet to a stake near a hickory; thence West 210 feet to a stake; thence South East 210 feet to a stake; thence East 210 feet to a stake the beginning corner. Contains one acre.

Being the same property conveyed from Fred Haynes, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 28, 1975, and recorded in Deed Book 354, Page 366, Pulaski County Clerk's Office.

#### Tract C-6

Beginning at a stone at the intersection of Smith Ferry Road and a branch; thence N 48°57 min. W 9.63 poles to a stone in the center of said road; thence N 1°27 min. W

11.73 poles to a stone in the center of said road; thence N 19°57 min. W 18.03 poles to a stone on the west side of said road; thence N 82°10 min. W 42.25 poles to a stone; thence S 5° 25 min. W 33.41 poles to a stone in Henry Hamm's line; thence S 82° 10 min. E 59 poles to the beginning, containing 10 acres more or less.

Being the same property conveyed from Wilson Lloyd to East Kentucky Power Cooperative, Inc. by Deed dated May 20, 1975, and recorded in Deed Book 354 Page 12, Pulaski County Clerk's Office.

#### Tract C-7

Beginning on a white oak and cedar, William Wait's corner; thence with his line S 56 W 92 poles to a stake at the Jacksboro Road; thence due South 16 poles to two small cedars; thence S 59 E 72 poles to a small hornbeam and black walnut and cliff of rocks; thence with said cliff N 60 E 10 poles to a cedar; thence N 10 E 9 poles to a cedar; thence N 5 W 8 poles to a cedar; thence N 7 E 14 poles to a dogwood; thence N 30 E 6 poles to a cedar; thence N 39 E 16 poles to a small hickory in James Heath's line; thence with his line due north 46 poles to the beginning, containing 26 ¼ acres, more or less.

There is EXCEPTED from the above boundary of land and not conveyed, a certain tract of land heretofore sold and conveyed to William Loveless, said tract so conveyed containing about 4 acres, more or less and being off of the northeast corner of the tract of land above described.

There is also EXCEPTED from the above boundary of land and not conveyed, a certain lot 110 X 50 heretofore sold and conveyed to Everett Loveless.

Being the same property conveyed from the Pulaski Special Commissioner to East Kentucky Power Cooperative, Inc. by Deed dated March 8, 1976, and recorded in Commissioner's Deed Book 11, Page 53, Pulaski County Clerk's Office.

#### Tract C-8

Tract No. 1: Beginning at a cedar on the east side of the old Jacksboro Road, a corner common to parties of the first part and lands formerly owned by William J. Oder, thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, leaving the road and running S 33°04'E a distance of 1080.3 feet, more or less, to a point in an existing fence, a distance of 222.4 feet, more or less, to a point (Fence Corner & Iron Pin); thence, running N 08°12'W and with the fence, a distance of 358.2 feet, more or less, to a point (Fence Post); thence, running S 86°11'W and with the fence, a distance of 407.9 feet, more or less, to the point of beginning, containing 5.0 acres, more or less.

Tract No. 2: Beginning at a fence post, on the south side of the Minton Road, a point which bears S 79°46'E a distance of 782.5 feet, from a hickory, on the south side of the

road, and N 77°02'E a distance of 39.6 feet from an iron pin on the east side of Kentucky State Highway #1247; thence, running (from the point of beginning at fence post) S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49' E a distance of 46.9 feet, more or less, to a point; thence running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 249.8 feet, more or less, to a point; thence, running N 74°20'E a distance of 249.8 feet, more or less, to a point; thence, running N 25°18' E a distance of 111.0 feet, more or less, to a point; thence, running N 78°58'E a distance of 77.0 feet, more or less, to a point (Iron Pin); thence, running N 17°50'E a distance of 248.2 feet, more or less, to a point (Post); thence, running S 84°14'E a distance of 649.9 feet, more or less, to a point (Rock & Post) on the west side of the old Jacksboro Road; thence running N 08°14'E a distance of 138.0 feet, more or less, to a point (Cedar), and said point being on the east side of the old Jacksboro Road, and said point further being the beginning point for description of Tract #1; thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, running N 88°29'W a distance of 30.1 feet, more or less, to a point on the west side of the road; thence, running N 09°21'E a distance of 214.9 feet, more or less, to a point on the west side of the old Jacksboro Road, and said point being the south right of line of steel tower power line (50 feet from center of line); thence, leaving the road and running N 57°34'W with the power line right of way a distance of 513.2 feet, more or less, to a point, and said point being 50 feet from the center of power line; thence, leaving the power line right of way and running S 33°20'W a distance of 1330.9 feet, more or less, to a point (Rock); thence, running S 77°16'W a distance of 728.3 feet, more or less, to a point (Rock & Forked Cedar); thence, running S 08°09'W a distance of 245.2 feet, more or less, to a point (Iron Pin) a common corner to Phelps; thence, S 79°28'E and with Phelps line a distance of 209.5 feet, more or less, to a point (concrete post); thence, S 01°09'W and with point of beginning; containing 27.710 acres, more or less, however there are two (2) exceptions to the above described tract, namely the Bell tract containing 0.342 acres, more or less, and the Haynes tract containing 1.450 acres, more or less, descriptions for these tracts are made a part of this instrument and follow. Total acres for Tract #2 is 25.918 acres, more or less.

Exception for Haynes Tract.

Beginning at a point (Hickory tree), and said point bearing N 4°00'W, a distance of 116.0 feet, from a corner fence post, thence, running S 14°40'W a distance of 311.3 feet, more or less to a point (Post & Iron Pin); thence, running N 62°27'W a distance of 230.9 feet, more or less, to a point (Cedar Tree); thence, running N 08°05'E a distance of 220.5 feet, more or less, to the point of beginning, containing 1.450 acres, more or less, for this exception.

Exception for Bell Tract.

Commencing at a fence post (the point of beginning for description of Tract #2), thence, running S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49'E a distance of 46.9 feet, more or less, to a point; thence, running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 105.5 feet, more or less, to a point; thence, running N 09°06'W a distance of 31.2 feet, more or less, to a point (Iron Pin); and this point further being the

**Point of Beginning; thence, running N 09°06'W a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running N 72°45'E a distance of 98.8 feet, more or less, to a point (Iron Pin); thence, running S 09°37'E a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running S 72°34'W a distance of 100.2 feet, more or less, to the point of beginning, containing 0.342 acres, more or less, for this exception.**

Being the same property conveyed from John H. Minton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated September 28, 1976, and recorded in Deed Book 366, Page 303, Pulaski County Clerk's Office.

Tract C-9

**Parcel I: A certain tract or parcel of land, located and being in Pulaski County, Ky. lying and being East of the Smith Ferry Road and being just east of the present school grounds, known as Cedar Grove School, adjoining the same and beginning at a southeast corner of present school house lot; thence running eastward 12 2/3 poles to a stake; thence north, parallel with east line of old school house lot 12 2/3 poles to a stake; thence west parallel with first line herein 12 2/3 poles to a stake, the northeast corner of old school house lot; thence south with the east line of old school house lot 12 2/3 poles to the beginning, containing 1 acre, more or less.**

**Second Tract: Beginning at a stone in the Smith Ferry Road, thence south 6 east 12 2/3 poles to a stone in said road; thence N 84 E 12 2/3 poles to a stone; thence north 6 west 12 2/3 poles to a stone; thence south 84 west 12 2/3 poles to the beginning, containing 1 acres, more or less.**

**Parcel II: Beginning on a cedar and sugar tree, then south 73 W, 40 poles to a small red Elm at Jacksboro Road, then with said road, N 19 W 10 poles, N.W. 20 poles (sic) N. 12 E 20 poles N. 11 1/2 WW (sic) poles to a water Oak and sugar tree and cedar by the side of the said road. S, 60 E 2 poles to a small cedar Lovelass corner. then S 59 E 72 poles at a horn beam and balck (sic) walnut on a cliff of rock Lovelass corner, the S 60 W 8 poles to a hornbeam and hickory. S 50 W 18 poles to 2 dogwood S 30\_\_ 10 poles to the beginning. Contains 15 1/2 acres be same more or less.**

**Parcel III: Beginning on a Dogwood at Ernie Loveless and the County Road known as the Jacksboro Road; thence with his line 412 feet to a stone; thence 140 feet NW 74 degrees; thence 412 feet southeast about 50 degrees to the County Road; thence the County Road back to the beginning about 314 feet 70" southwest back to the beginning Dogwood.**

Being the same property conveyed from William J. Oder, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 189, Pulaski County Clerk's Office.

Tract C-10

**Beginning at the head of a cove at a point designated as "Q" of Tract Z2645 of the land condemned and purchased by the Federal Government for the impoundment of Wolf Creek Reservoir; also common corner of Persie Ward; thence with east side of said cove S. 00°45'W.30 poles; thence S.53°45'E 40 poles; thence S.84°30'E 30 poles; thence**

N.46°45'E. 42.5 poles; thence N. 22°30'E. 56 poles; thence N. 14°30'E. 99.5 poles; thence N. 12°15'E. 135 poles; thence N. 33°15'E. 69 poles, all of which aforesaid calls constitute the government line and bind on the west bank of Lake Cumberland; thence leaving the government line and running s. 64 W. 82 poles more or less to a hickory at corner of S. B. Heath and Persie Ward; thence S.W. 160 poles with Persie Ward line to a white oak; thence S.40-1/2 E. 10 poles crossing the branch to a rock, continuing with Persie Ward's line; thence S.W. with Persie Ward's line and the meanders of a branch, passing an elm marked as a line tree to a stone; thence continuing southwardly with the branch and the Persie Ward line to the point of beginning, and containing 332.2 acres more or less.

There is excepted from the foregoing boundary the Goff Cemetery which is enclosed by a fence, and a 15-foot right-of-way to the cemetery, leading from the Jacksboro Road.

There is also excepted from the foregoing description a tract of land previously conveyed to the party of the second part from Frazer D. LeBus (Sr.), single, by deed dated August 24, 1961, and recorded in Deed Book 237 at page 400 in the Pulaski County Clerk's office, containing 31.3 acres more or less and described as follows:

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazier D. LeBus; thence with LeBus' line N. 64 degrees - 00' E - 1200.36 feet to a stake; thence still with LeBus' N 55 degrees - 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S 39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W - 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees - 59' E 264 feet to a stake; thence S 12 degrees - 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

The above-described property which is being conveyed by this deed has been re-surveyed as of May 28, 1981, by Bobby Hudson, Land Surveyor, Somerset, Kentucky, and reads as follows:

BEGINNING at Government corner #Z-2645-6, which said corner is the south west corner of a 31.3 acre tract belonging to East Kentucky R.E.C.C.; thence leaving East Kentucky R.E.C.C. with the Corps of Engineer line as follows:  
S02°18'41"W 654.38' to a corner Z-2645-7; thence S10°02'26"W 491.28' to a corner Z-2645-8; thence S47°47'27"E 506.76' to a corner Z-2645-9; thence N88°59'48"E 508.70' to a corner Z-2645-10; thence N59°57'43"E 687.32' to a corner Z-2645-11; thence N21°36'30"E 1079.78' to a corner Z-2650-1; thence N10°12'38"E 2350.75' to a corner Z-26-50-2; thence N06°46'17"E 1929.70' to a corner Z-2650-3; thence N62°35'58"E 835.90' to a corner Z-2650-4; thence leaving Government line S75°04'14"W 1270.00' to a 30" oak & iron pin, which is the north east corner of East Kentucky R.E.C.C.; thence with East Kentucky line, S35°58'58"W 2383.97' to an iron pin; thence S55°11'17"E 399.99' to a 4 inch iron post; thence S08°46'00"E 1498.22' to a 4 inch iron post; thence S63°57'18"W 1202.11' to the point of beginning, containing 159.0781 acres more or less.

Being the same property conveyed from Frazer D. LeBus, Jr., et al, to East Kentucky Power Cooperative, Inc. by Deed dated June 1, 1981, and recorded in Deed Book 410, Page 136, Pulaski County Clerk's Office.

Tract C-11

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazer D. LeBus; thence with LeBus' line N 64 degrees - 00' E - 1200.36 feet to a stake; thence still with LeBus' line N 02 degrees - 00' W - 1496.44 feet to a stake; thence still with LeBus' line N 55 degrees - 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S 39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W - 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees - 59' E 264 feet to a stake; thence S 12 degrees - 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

There is excepted from this above described tract, a small tract known as the Goff Cemetery, with the right of ingress and egress to the cemetery.

Being the same property conveyed from Frazier D. LeBus to East Kentucky Rural Electric Cooperative Corporation by deed dated August 24, 1961, and recorded in Deed Book 237, Page 400, Pulaski County Clerk's Office.

Tract C-12

BEGINNING at an iron pin, also corner to the U.S. Government; running thence with said Government line N 51 degrees 30 minutes W 40 poles to a stake; thence N 40 E 5 poles to a stake; thence N 47 W 9.5 poles to a stake, N 76 W 18 poles to a stake; thence N 49 W 24 poles to a stake; thence N 45 degrees 30 minutes W 164 poles to a stake in the U.S. Government line; thence leaving said U.S. Government line N 38 degrees 31 minutes E 36.4 poles to two poplars; thence N 56 degrees 56 minutes E 39 poles to a cedar and thorn; thence N 0 degrees 36 minutes W 201 poles to a stake, formerly two hickories; thence N 74 degrees 43 minutes E 7.9 poles to a sugartree stump; thence N 66 degrees 43 minutes E 8 poles to a stake; thence S 62 degrees 22 minutes E 4.8 poles to a stake; thence S 57 degrees 52 minutes E 13.8 poles to a stake; thence S 60 degrees 22 minutes E 10.6 poles to a sugartree; thence N 51 degrees 38 minutes E 10.3 poles to a walnut stump; thence N 39 degrees 53 minutes E 8.4 poles to a walnut stump; thence N 18 degrees 56 minutes E 10.4 poles to a cedar stump; thence N 60 degrees 26 minutes E 9 poles to a stake; thence S 48 degrees 34 minutes E 2.8 poles to a stake; thence S 82 degrees 4 minutes E 14 poles to a stake; thence N 69 degrees 18 minutes E 27.5 poles to an elm stump; thence S 67 degrees 57 minutes E 82.5 poles to a stake; thence \_\_\_\_\_ poles to a white oak; thence S 39 degrees 37 minutes E 10.85 poles to a stake; thence S 29 degrees 19 minutes W 34.5 poles to an elm; thence S 22 degrees 25 minutes W 50 poles to a rock; thence S 1 degree 59 minutes E 16 poles to a stake; thence S 12 degrees 34 minutes W 23.8 poles to an iron pin; corner in the U.S. Government line; thence with the U.S. Government line S 18 degrees W 39.6 poles to a stake; thence S 39 degrees W 27.7 poles to an iron pin in the U.S. Government line, the point of beginning.

There is excepted from the above a certain cemetery located within the boundary of the above tract and described as follows:

Beginning at a stake running N 46 degrees 15 minutes W 7.85 poles to a stake; N 41 degrees 30 minutes E 5.45 poles; N 70 degrees 30 minutes E 3.88 poles; S 14 E 5.5 poles to a stake; S 29 W 6 poles to a stake.

Being the same property conveyed from Ransom H. Wall, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 27, 1960, and recorded in Deed Book 230, Page 556, Pulaski County Clerk's Office.

Tract C-13

BEGINNING on a rock, a common corner to the U.S. Government and the Wall lands; running thence with the U.S. Government line N 45 degrees 30 minutes W 23.4 poles to a stake; N 80 degrees W 28 poles to a stake; N. 61 degrees W 29.7 poles to a stake in a branch, also the corner of Howard Smith lands; thence with Howard Smith's line N 29 degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; N 70 degrees W 65.5 poles to a stake; S. 29 degrees 31 minutes W 16.4 poles to a stake, also corner in U.S. Government line; thence with said U.S. Government line N 75 degrees 15 minutes W 38.1 poles to a stake in a fence, also corner of Cross lands; thence with Cross line N 80 degrees 57 minutes E 39.3 poles to a cedar, also corner of Cross and Vanhook lands; thence with Vanhook line N 60 degrees E 19.7 poles to an old elm corner; N 16 degrees 32 minutes E 46.5 poles to a maple tree corner; thence N 7 degrees 26 minutes W 9.9 poles to a rock corner; thence N 26 degrees 45 minutes E 24 poles to a rock and fence, corner of Vanhook and Flynn lands; thence with Flynn line S 87 degrees 30 minutes E 25.1 poles to a rock in fence corner; N 41 degrees 13 minutes E 52.7 poles to a hickory and rock corner; also corner of Flynn and Oder lands; thence with Oder line S 1 degree 58 minutes E 25.5 poles to a stake; S 16 degrees 15 minutes E 10 poles to a red elm; thence N 74 degrees 31 minutes E 41 poles to a sugar tree and cedar stump, also corner of Oder and Loveless lands; thence with Loveless line N 4 degrees 26 minutes W 9.7 poles to a stake formerly two dogwoods; thence N 46 degrees 40 minutes E 7 poles to a redbud, also corner of Loveless and Craig lands; thence with Craig line S 79 degrees 25 minutes E 41.9 poles to a stake, also corner of Craig and Wall lands; thence with said Wall line S 0 degrees 36 minutes E 132.8 poles to a cedar and thorn tree; thence S 56 degrees 56 minutes W 39 poles to two poplars; thence S 38 degrees 31 minutes W 36.4 poles to a rock, the point of beginning. The same containing 150.25 acres, be the same more or less.

Being the same property conveyed from Ruth Kramer, et al to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 12, 1960, and recorded in Deed Book 232, Page 172, Pulaski County Clerk's Office.

Tract C-14

Beginning at a stone in a branch in the U.S. Government line also a corner of the Smith heirs' land; thence running with said Smith heirs' line N 29 degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; thence still with Smith heirs' line N 70

W 65.5 poles to a stake; thence S 29 degrees 31' W 16.4 poles to a stake in the U.S. Government line; thence with said U.S. Government line S 75 degrees 15' E 54.4 poles to a stake in said government line; thence still with the U.S. Government line S 61 degrees E 17.3 poles to the stake in the branch, the point of beginning, containing 5.125 acres.

Being the same property conveyed from Howard S. Smith, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 15, 1960, and recorded in Deed Book 232, Page 245, Pulaski County Clerk's Office.

Tract C-15

Beginning at a point now marked by an iron stake on the State Highway #1247 right of way line and Carodine Edwards corner and proceeding on a bearing of S - 67 degrees E a distance of 1108 feet. (This line having been established as the boundary line between James Van Hook and Carodine Edwards). Thence with said line S - 87 degrees 30 minutes E a distance of 1128.5 feet to a stone (stake) at East Kentucky RECC, Vanhook and Carodine Edwards corner. Thence: S-26 degrees 45 minutes W a distance of 396 feet to a point (stone) in the line between James Vanhook and East Kentucky RECC. Thence: S - 7 degrees 26 minutes W with said line a distance of 163.35 feet to a maple tree now a corner between James Vanhook and East Kentucky RECC. Thence: S - 16 degrees 32 minutes W a distance of 73 feet to a point (iron stake). Thence: N - 67 degrees 22 minutes W a distance of 1622.4 feet to an iron stake. Thence: N - 66 degrees 16 - W a distance of 568.5 feet to an iron stake; Thence: N - 31 degrees 05 minutes a distance of 89 feet to an iron stake in fence. Thence: N - 87 degrees 41 minutes a distance of 55.5 feet to an iron stake in Highway Right of Way line. Thence: with said Highway #1247 Right of Way line on a bearing of N - 60 degrees 30 minutes E a distance of 214 feet to the beginning. The above described tract contains 15.5 acres more or less.

Being the same property conveyed from Hettie Vanhook, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, page 298.

Tract C-16

Beginning at a corner with Johnie McDaniel and Southern Railroad S 41 degrees 30' E, 20 feet to a point in fence; thence 60 feet in a southeasterly direction and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle = 81 degrees 35' Rt., D = 10 degrees, P.I. = 7 + 58.67, R = 573', T = 495.05, PC = 2+63.62, LC = 815.83, PT = 10+79.45) to a point in fence line along road (a point which bears N - 25 degrees W, 136' from Neely's and McDaniels corner). Thence along road N 25 degrees W, 192.35' to a corner with Southern Railroad R.O.W., thence with Railroad R.O.W. fence S 44 degrees W, 385.5' to the point of beginning, containing 0.77 acres more or less.

Being the same property conveyed from Johnie McDaniel, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 600, Pulaski County Clerk's Office.



Tract C-17

Beginning at a point in fence line 84' in a southeasterly direction from a corner of Jesse and Magadeline Cook and Southern Railroad and 60' from and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle =  $81^{\circ} 35'$  Rt.,  $D = 10^{\circ}$ , P. I. = 7 + 5867, T = 495.05, PC = 2 + 63.62, LC = 815.83, R = 573', PT = 10 + 79.45) to a point in fence line which is property line Jesse and Magadeline Cook and this point being at right angles and 60' to the left of Station 10 + 29 Southern Railroad Survey. Thence on a bearing of S  $24^{\circ} 5'$  SE 129.5 ft. to a corner of Bates at Kentucky state highway #1247 R/W. Thence on a bearing of So.  $68^{\circ} 28'$  W to a point in R/W fence a distance of 74'. Thence in a Northwesterly direction and parallel to a  $10^{\circ}$  curve a distance of 64' from corner of Jesse and Magadeline Cook and on a bearing of N  $25^{\circ}$  W. Thence a distance of 138' N  $25^{\circ}$  W to the beginning. This tract contains 1.17 acres more or less.

Being the same property conveyed from Jesse Cook, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 296, Pulaski County Clerk's Office.

Tract C-18

BEGINNING on a concrete monument found on the Right of Way of Smith's Ferry Road, said pin being a corner of Chestina Burton and Doran Burton, her husband, (Deed Book 429, Page 610) and the East Kentucky Power Cooperative, Inc., with its principal office at P.O. Box 707, Winchester, Kentucky 40392 (Deed Book 366, Page 303);

Thence South  $52^{\circ}00'41''$  West for a distance of 745.61' with a new agreed line to an iron pin found;

Thence South  $52^{\circ}00'41''$  West for a distance of 372.11' with a new agreed line to an iron pin found;

Thence South  $52^{\circ}00'41''$  West for a distance of 290.90' with a new agreed line to a PK nail in a stone;

Thence South  $74^{\circ}35'38''$  West for a distance of 728.30' with a new agreed line to a Rock at a Forked Cedar found;

Thence South  $5^{\circ}28'38''$  West for a distance of 245.11' with a new agreed line to an Iron Pin found; said pin being a corner of Chestina Burton and Doran Burton, her husband (Deed Book 429, Page 610) and the East Kentucky Power Cooperative, Inc., with its principal office at P.O. Box 707, Winchester, Kentucky 40392 (Deed Book 366, Page 303).

Being the same property conveyed from Lee Hill, et al, to East Kentucky Power Cooperative, Inc. by Boundary Line Agreement and Quitclaim Deed dated January 19, 1998, and recorded in Deed Book 612, Page 73, Pulaski County Clerk's Office.

Tract C-19

Beginning on an iron pin in the North right-of-way line of the Southern Railroad spur line to Cooper Power Plant the southwest corner to the property herein described; thence N 18 14' E, 88.5 feet to an iron pin; thence N 29 12' E 266.2 feet to an iron pin and a fence corner; thence with the fence 62 11' E, 125.8 feet to an iron pin; thence N 75 40' W, 26.3 feet to an iron pin; thence S 17 57' W, 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Diane Jones, et al, to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1998, and recorded in Deed Book 612, Page 70, Pulaski County Clerk's Office.

349. All the tracts of property comprising the site of the Spurlock Power Station as follows:

Tract SP-1

A certain parcel of land lying on the east side of the South Ripley county road, approximately 1100 feet east of a private drive with its intersection of the South Ripley County road, and said parcel further being approximately 3 miles northeast of South Ripley, and beginning at a point (Iron Pin) in an existing fence line, and said point further being S 2 56' W 15 feet from a corner fence post, a common corner to property owned by Grantor and property now owned by the Huber Heirs, said point also being S 2 56' W 7.50 feet from the centerline of a private drive, entrance to property owned by Grantor; thence running S 89 26' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 75 22' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 65 deg 30' E 129 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 69.48' E 51.25 feet, more or less, to a point (Iron Pin) in an existing fence line, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence leaving said private drive and running with an existing fence line S 3 47' E 313.75 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 88 40' W 275.00 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 2 56' E 224.80 feet, more or less, to the beginning, containing 1.557 acres, more or less, as shown on the attached plat entitled "Martha Works" property, and being bounded on the north by Grantor and on the east, south and west by Huber.

Being the same property conveyed from Martha Burnett Works to East Kentucky Rural Electric Cooperative Corporation by Deed dated October 31, 1973, and recorded in Deed Book 191, Page 99, Mason County Clerk's Office.

Tract SP-2

Parcel 1

Beginning at a pin with cap set in the center line of South Ripley road and being in the North right of way line of Kentucky Highway #576. Said point of beginning being 65 feet from the center line of said Kentucky Highway #576 at a point that is 1.44 miles

West of the intersection with Old Kentucky Highway #10. Said point of beginning also being known as N431856.198, E2116061.418 on the Kentucky State plane, North zone grid datum; thence, with the North right of way line of said Kentucky Highway #576, North 87°52'37" West 31.70 feet to a pin with cap set; thence South 01°31'20" West 35.00 feet to a pin with cap set, being 30.0 feet from the center line of said Kentucky Highway #576; thence, with the arc of a 200 foot spiral having a Theta Angle of 7°00', by chord North 88°31'36" West 20.54 feet to a pin with cap set; thence North 88°33'04" West 1037.15 feet to a pin with cap set, being a corner to the Rozena Lee Germann property; thence, leaving said highway right of way and with the fence to said Germann, North 05°44'56" West 345.88 feet to a pin with cap set; thence North 04°05'13" West 362.58 feet to a pin with cap set; thence North 02°38'01" West 158.90 feet to a pipe found, being a corner to East Kentucky Power Cooperative property; thence, with the line to said East Kentucky Power, South 81°37'35" East 217.26 feet to a pipe found; thence South 70°18'39" East 208.14 feet to a pipe found; thence South 66°27'33" East 93.83 feet to a pipe found; thence North 21°06'20" West 124.01 feet to a pipe found; thence North 53°35'16" West 274.93 feet to a pipe found; thence North 62°20'19" West 270.57 feet to a pin with cap set; thence North 18°37'06" West 189.84 feet to a pin with cap set; thence North 04°17'31" East 134.13 feet to a pipe found; thence North 89°30'06" East 297.95 feet to a pipe found; thence North 22°10'52" East 54.00 feet to a pipe found; thence North 53°20'39" West 358.10 feet to a pipe found; thence North 33°23'16" West 100.76 feet to a pipe found; thence North 41°08'39" East 103.86 feet to a pipe found in a fence, being a corner to the Cecil and Geneva Wilson property; thence, with the line to said Wilson, South 78°25'29" East 1153.57 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of said South Ripley road and other lands of East Kentucky Power, South 03°32'46" West 403.86 feet to a pin with cap set; thence, South 03°35'00" West 280.25 feet to a pin with cap set; thence South 0°27'21" East 86.87 feet to a pin with cap set; thence South 04°20'32" East 43.30 feet to a pin with cap set; thence South 06°10'49" East 267.31 feet to a pin with cap set; thence South 04°57'58" East 555.24 feet to the point of beginning and containing 42.092 acres.

Parcel 2:

Commencing at a pin with cap set in the center line of South Ripley road and its intersection with the North right of way line of Kentucky Highway #576 and being the point of beginning of parcel #1, known as N431856.198, E2116061.418 on the Kentucky State plane, North zone, grid datum; thence, with the North right of way line of said Kentucky Highway #576, South 87°52'37" East 45.02 feet to a pin with cap set; thence South 03°02'41" West 35.00 feet to a pin with cap set and being 30.0 feet from the center line of said Kentucky Highway #576; thence with the arc of a 200 foot spiral having a Theta Angle of 7°00', by chord of South 84°33'48" East 107.47 feet to a pin with cap set; thence with the arc of a curve, having a radius of 848.51 feet, a degree of 7°00' and 169.72 feet to a pin with cap set and being the true point of beginning of parcel #2, also being known as N431767.531, E2116376.012 on the Kentucky State plane, North zone, grid datum; thence, leaving the North right of way line of said Kentucky Highway #576 and with the line of East Kentucky Power Cooperative property, North 21°53'00" East 826.14 feet 676.13 feet to a pin and cap found; thence North 84°56'49" East 177.46 feet to a pin and cap found; thence North 88°56'32" East 99.41 feet to a pin and cap found; thence South 63°18'02" East 200.82 feet to a pin and

cap found; thence South 70°05'29" East 239.23 feet to a pin and cap found; thence south 70°40'55" East 146.74 feet to a pin and cap found; thence South 64°53'27" East 131.77 feet to a pin and cap found; thence South 85°10'28" East 75.63 feet to a pin and cap found; thence South 66°26'42" East 139.55 feet to a bent pin found; thence South 54°29'06" East 127.81 feet to a pin and cap found; thence South 67°21'37" East 158.27 feet to a pin and cap found; thence North 88°28'14" East 159.03 feet to a pin with cap set; thence South 72°36'24" East 334.99 feet to a pin with cap set; thence North 78°11'33" East 128.77 feet to a pin and cap found; thence North 59°34'55" East 102.86 feet to a pin and cap found, being a corner to other lands of East Kentucky Power Cooperative; thence, with the line to said other lands of East Kentucky Power, South 12°09'53" West 255.93 feet to a pin with cap set in the center line of a small stream at the remains of a stone wall; thence, up the stream, South 70°16'51" West 163.48 feet to a pin with cap set in the center line of said stream at its intersection with a drain; thence South 40°24'11" West 627.14 feet to a pin with cap set in a fence; thence South 36°03'33" West 385.11 feet to a pin with cap set, being a corner to the James A. and Sue D. Grant property; thence, with the line to said Grant, North 78°39'32" West 1031.79 feet to a pin with cap set; thence South 22°26'24" West 317.37 feet to a pin with cap set in the North right of way line of Kentucky Highway #576, said pin being 30.0 feet from the center line of said highway; thence, with the North right of way line of said highway, North 50°20'57" West 172.83 feet to a pin with cap set; thence, Degree of 2°25'22" and a Delta Angle of 12°45', by chord North 47°09'33" West 259.67 feet to a pin with cap set; thence, continuing with same curve, by chord North 40°47'03" West 259.66 feet to a pin with cap set; thence North 37°35'39" West 236.79 feet to a pin with cap set; thence, with the arc of a 200 foot spiral having a Theta Angle of 7°00', by chord North 39°56'59" West 203.71 feet to a pin with cap set; thence, with the arc of a curve having a 848.51 foot radius, a degree of 7°00' and a Delta Angle of 50°49', by Chord North 53°52'47" West 271.12 feet to a pin with cap set; thence, continuing with the same curve, by chord North 66°31'34" West 102.22 feet to the point of beginning and containing 72.157 acres. The above described two parcels of land contain a total of 114.249 acres as surveyed by Arlie Caudill, RLS #2749 on October 21, 1992.

Being the same property conveyed from Pauline Taylor to East Kentucky Power Cooperative, Inc. by Deed dated February 10, 1993, and recorded in Deed Book 250, Page 61, Mason County Clerk's Office.

Tract SP-3

Beginning at a pin with cap set in the centerline of South Ripley Road at a point that is 1701.7 feet North of said road's intersection with the centerline of Kentucky Highway #576 and being a corner to Pauline Taylor property and to East Kentucky Power Cooperative property. Said point of beginning is also known as N433487.828, E2116023.101 on the Kentucky State plane, North zone, grid datum; thence, leaving South Ripley Road and with the line of Pauline Taylor, North 78°25'29" West 1153.57 feet to a pipe found and being a corner to other lands of East Kentucky Power Cooperative; thence, with the lines to said East Kentucky Power, North 41°16'46" East 54.56 feet to a pipe found; thence, North 54°15'36" West 185.39 feet to a pipe found; thence North 29°20'22" East 194.83 feet to a pipe found; thence North 75°35'04" West 158.03 feet to a pipe found; thence North 35°21'14" West 176.87 feet to a bent pipe found; thence North 56°30'01" East 377.16 feet to a bent pipe found; thence North

57°10'41" East 210.69 feet to a pin found; thence North 02°01'23" West 173.13 feet to a pipe found; thence North 52°36'52" West 104.94 feet to a pipe found; thence South 31°33'24" West 71.60 feet to a pipe found; thence South 74°06'11" West 269.67 feet to a pipe found; thence South 86°10'50" West 111.75 feet to a pipe found; thence North 32°41'27" West 95.23 feet to a bent pipe found; thence North 19°45'08" West 194.31 feet to a pipe found; thence North 16°14'51" East 132.33 feet to a pipe found; thence North 18°19'54" West 116.31 feet to a pipe found; thence North 06°19'22" West 196.46 feet to a pipe found; thence North 16°39'27" West 69.82 feet to a pipe found; thence North 08°56'47" West 151.03 feet to a pipe found; thence North 0°32'26" East 109.82 feet to a pipe found; thence North 55°08'48" East 107.86 feet to a pin with cap set; thence North 54°34'13" East 156.07 feet to a pipe found; thence North 16°54'31" West 103.33 feet to a pipe found; thence South 84°25'43" East 167.05 East 309.92 feet to a pipe found; thence South 67°36'38" East 135.26 feet to a pipe found; thence South 73°16'37" East 217.48 feet to a pipe found; thence South 71°32'24" East 162.26 feet to a pipe found; thence North 85°56'24" East 136.78 feet to a pipe found; thence South 52°32'43" East 198.44 feet to a pipe found; thence North 04°01'42" West 92.65 feet to a pipe found; thence North 30°18'26" East 115.62 feet to a pipe found; thence South 83°40'41" East 113.59 feet to a pipe found; thence North 12°41'48" West 112.87 feet to a pipe found; thence North 19°36'32" East 134.03 feet to a pipe found; thence South 81°15'39" West 197.65 feet to a pin with cap set; thence South 69°26'10" West 68.51 feet to a pipe found; thence South 87°33'10" West 77.74 feet to a pipe found; thence North 83°36'05" West 77.14 feet to a pipe found; thence North 64°26'22" West 73.20 feet to a bent pipe found; thence North 60°26'08" West 160.03 feet to a pipe found; thence North 48°32'29" West 263.37 feet to a pipe found; thence North 12°09'19" West 68.29 feet to a bent pipe found; thence North 74°51'45" West 133.28 feet to a pin with cap set; thence North 59°52'27" West 273.15 feet to a pin with cap set; thence North 56°04'27" West 247.88 feet to a pin with cap set; thence North 81°16'32" East 114.89 feet to a pin with cap set and being a corner to other land of East Kentucky Power Cooperative; thence, with the fence line to said other lands of East Kentucky Power, South 78°39'36" East 111.47 feet to a pin with cap set; thence South 78°48'23" East 725.55 feet to a pin with cap set at a fence corner being a corner to W. W. and Emma Hord; thence, with the line to said Hord, South 79°05'34" East 1190.04 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of South Ripley road and line to said East Kentucky Power, South 33°12'08" West 203.11 feet to a pin with cap set; thence South 32°45'46" West 780.11 feet to a pin with cap set; thence South 24°00'09" West 64.65 feet to a pin with cap set; thence South 12°15'24" West 57.11 feet to a pin with cap set; thence South 02°20'32" West 303.03 feet to a pin with cap set; thence South 01°56'59" West 562.54 feet to a pin with cap set; thence South 03°28'40" West 118.55 feet to a pin with cap set; thence South 12°58'28" West 107.04 feet to a pin with cap set; thence South 26°10'06" West 180.90 feet to a pin with cap set; thence South 22°13'13" West 59.51 feet to a pin with cap set; thence South 07°42'45" West 60.52 feet to a pin with cap set; thence South 07°31'36" East 72.30 feet to a pin with cap set; thence South 11°38'52" East 125.70 feet to a pin with cap set; thence South 03°42'17" East 64.53 feet to a pin with cap set; thence South 02°43'58" West 96.86 feet to the point of beginning and containing 88.218 acres of land as surveyed by Arlie Caudill, RLS #2749 on November 6, 1992.

Being the same property conveyed from Cecil Wilson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1992, and recorded in Deed Book 249, Page 421, Mason County Clerk's Office.

Tract SP-4

Being a 3.5126 acre parcel of Abandoned and Closed right of way for Old South Ripley Road; being bound on all sides by East Kentucky Power Cooperative (D.B. 250, P. 61 and D.B. 249, P. 421); located on the north side of KY 576 (Tuckahoe Road) and east of the New South Ripley Road and being more particularly bound and described as follows:

Beginning at a point in the north right of way line of KY 576 (Tuckahoe Road), 30 feet from the centerline thereof; said point also being further located N 86° 03' 36" E – 295.09 feet from the intersection of the centerline of KY 576 with the centerline of the South Ripley Road (station 1+00), said point also being 295.00 feet right of South Ripley Road centerline station 1+07.31 as shown on the Mason County Roadway Plans designated South Ripley Road Relocation dated 1994; thence with the west right of way line of the old road, North zero degrees thirty six minutes twenty four seconds East (N 00°36'24" E), a distance of one hundred thirty five and 16/100 (135.16) feet; thence with the old right of way line, North three degrees thirty six minutes thirty seconds West (N 03°36'30" W), a distance of three hundred eighty one and 75/100 (381.75) feet; thence with the old right of way line, North five degrees fifty four minutes forty six seconds West (N 05°54'46" W), a distance of two hundred twenty six and 51/100 (226.51) feet; thence with the old right of way line, North two degrees forty six minutes thirty five seconds West (N 02°46'35" W), a distance of two hundred forty five and 16/100 (245.16) feet; thence with the old right of way line, North five degrees ten minutes eight seconds East (N 05°10'08" E), a distance of seven hundred thirty five and 11/100 (735.11) feet; thence with the old right of way line, North five degrees forty minutes thirty eight seconds West (N 05°40'38" W), a distance of three hundred thirty eight and 98/100 (338.98) feet; thence with the west right of way line of the old county road, North twenty five degrees thirty six minutes twenty two seconds East (N 25°36'22" E) a distance of one hundred eighty five and 94/100 (185.94) feet; thence with the old right of way line of the abandoned and closed county road North twenty degrees twenty two minutes twenty six seconds East (N 20°22'26" E), a distance of one hundred ninety one and 20/100 (191.20) feet; thence with the old right of way line, North five degrees fifty minutes fifty three seconds East (N 05°50'53" E), a distance of one hundred eighty one and 63/100 (181.63) feet; thence with the old right of way line, North two degrees fifty three minutes nineteen seconds East (N 02°53'19" E), a distance of four hundred eighty nine (489.00) feet; thence with the old right of way line, North four degrees fifty four minutes twenty seconds East (N 04°54'24" E), a distance of three hundred twenty two and 1/100 (322.01) feet; thence with the old right of way line of the abandoned and closed county road, North zero degrees fifty one minutes fifty seconds East (N 00°51'50" E), a distance of seventy one and 84/100 (71.84) feet to a point in the east right of way line of the Relocated South Ripley Road, 50 feet right of centerline station 38+99; thence with the east right of way line of the Relocated South Ripley Road, North eighty three degrees nineteen minutes nine seconds East (N 83°19'09" E), a distance of sixty and 8/100 (60.08) feet to a point in the east right of way line of the Relocated South Ripley Road, 85 feet right of centerline station 38+50; thence leaving

the east right of way line of the Relocated South Ripley Road with the old east right of way line of the abandoned road, South five degrees twenty one minutes forty five seconds West (S 05°21'45" W), a distance of four hundred twenty eight (428.00) feet; thence with the old right of way line of the old abandoned and closed county road, South three degrees forty five minutes four seconds West (S 03°45'04" W), a distance of five hundred thirty three and 16/100 (533.16) feet; thence with the old right of way line, South one degree eight minutes thirty seven seconds West (S 01°08'37" W), a distance of one hundred seventy three and 12/100 (173.12) feet; thence with the old right of way line, South thirty three degrees twenty four minutes twelve seconds West (S 33°24'12" W), a distance of seventy two and 59/100 (72.59) feet; thence with the old right of way line of the old abandoned and closed county road, South twenty four degrees four minutes forty seconds West (S 24°04'40" W), a distance of two hundred twenty seven and 82/100 (227.82) feet; thence with the old right of way line, South thirteen degrees four minutes twenty eight seconds West (S 13°04'28" W), a distance of seventy one and 24/100 (71.24) feet; thence with the old right of way line, South seven degrees fifteen minutes zero seconds East (S 07°15'00" E), a distance of two hundred (200.00) feet; thence with the old right of way line, South four degrees forty five minutes twenty four seconds West (S 04°45'24" W), a distance of eight hundred fourteen and 52/100 (814.52) feet; thence with the old right of way line of the abandoned and closed county road, South zero degrees three minutes eighty seven seconds West (S 00°03'87" W), a distance of eighty seven and 75/100 (87.75) feet; thence with the old right of way line, South three degrees fifty four minutes thirty six seconds East (S 03°54'36" E), a distance of three hundred twenty eight and 79/100 (328.79) feet; thence with the old right of way line, South three degrees forty eight minutes five seconds East (S 03°48'05" E), a distance of four hundred thirty two and 45/100 (432.45) feet; thence with the old right of way line of the abandoned and closed county road South three degrees nineteen minutes thirty five seconds East (S 03°19'35" E), a distance of one hundred forty two and 60/100 (142.60) feet to a point in the north right of way line of KY 576 (Tuckahoe Road); thence with the north right of way line of KY 576, South eighty six degrees forty four minutes seven seconds West (S 86°44'07" W), a distance of forty two and 93/100 (42.93) feet back to the true point of beginning; and containing three and 51/100 (3.5126) acres or one hundred fifty three thousand eight (153008) square feet. The bearings being correlated to True North as surveyed by James H. Pollitt, RLS 723 in 1995. The above described 3.5126 acre parcel of land is subject to any legal easements of record for access, utilities, and surface water runoff, and is depicted on a survey sketch labeled as Appendix 1, attached hereto and made a part hereof.

Being the same property conveyed from Mason County, Kentucky, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1995, and recorded in Deed Book 263, Page 113, Mason County Clerk's Office.

Tract SP-5

Beginning at a P.K. nail in the centerline of South Ripley Road, said point being 65' from the centerline of old KY Highway #8, and being further located by the Ky. State

Plane North Zone Coordinate System; being situated at North 431860.290, East 2116062.735, thence with the centerline of South Ripley Road;

1. North 4°57'28" W 553.32' to a P.K. nail, thence;
2. North 6°08'39" West 267.31' to a P.K. nail, thence;
3. North 3°52'42" West 43.30' to a P.K. nail, thence;
4. North 0°06'42" West 86.76' to a P.K. nail, thence;
5. North 3°20'13" East 280.25' to a P.K. nail, thence;
6. North 3°16'23" East 410.97' to a P.K. nail in centerline of South Ripley Road and property line of Kerr, thence with the property line of Kerr;
7. South 76°11'40" East 88.68' to an iron pin, thence;
8. South 76°11'40" East 478.47' to a fence post, thence;
9. North 54°0'55" East 18.02' to a fence post, thence;
10. South 80°11'00" East 1050.00' to an 18" maple, thence;
11. South 15°31'29" East 21.70' to a fence post, thence;
12. North 82°26'35" East 544.97' to a 12" maple, thence;
13. South 60°43'49" East 796.04' to a 14" maple, thence;
14. North 28°06'14" East 45.43' to a fence post, thence;
15. South 52°44'54" East 819.74' to an iron pin at the common corner of Kerr, East Ky. Power and Huber, thence with the property line of Huber;
16. South 12°43'48" West 484.93' to an iron pin, common corner to Huber and Taylor, thence leaving the common corner with Huber and thence with a division line of Taylor;
17. South 59°41'57" West 102.83' to an iron pin, thence;
18. South 78°14'41" West 128.38' to an iron pin, thence;
19. North 72°32'56" West 334.83' to an iron pin, thence;
20. South 88°31'22" West 159.01' to an iron pin, thence;
21. North 67°18'54" West 158.21' to an iron pin, thence;
22. North 54°25'12" West 127.87' to an iron pin, thence;
23. North 66°25'18" West 139.46' to an iron pin, thence;
24. North 85°05'10" West 75.62' to an iron pin, thence;
25. North 65°51'04" West 131.75' to an iron pin, thence;
26. North 70°38'44" West 146.72' to an iron pin, thence;
27. North 70°03'04" West 239.21' to an iron pin, thence;
28. North 63°15'07" West 200.75' to an iron pin, thence;
29. South 88°57'30" West 99.43' to an iron pin, thence;
30. South 84°58'12" West 177.42' to an iron pin, thence;
31. North 78°25'45" West 676.13' to an iron pin, thence;
32. South 21°50'06" West 824.37' to a point in the existing R/W of Old Ky. 8, thence with the existing R/W of Old Ky. 8;
33. North 74°55'58" West 151.27' to a point in said R/W, thence;
34. North 83°57'13" West 125.48' to a point in said R/W, thence;
35. North 01°31'37" West 35.00' to a point in existing R/W, thence;
36. North 88°28'23" West 44.89' to the beginning containing 78.43 acres.

Being the same property conveyed from Pauline Taylor, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 12, 1981, and recorded in Deed Book 212, Page 380, Mason County Clerk's Office.



Tract SP-6

That certain tract of land situated in Mason County, Kentucky, on the east side of the South Ripley Road a short distance from Kentucky Highway #8, being bounded on the North by Charles Hutchings, on the East by Phillips, on the South by Loyd, and on the West by South Ripley Road, and containing 100 acres. For metes and bounds description see D.B. 164, Page 581, Mason County Court Clerk's records; being more particularly described as follows:

Beginning at a point in the South Ripley Road corner to Loyd; thence with the road center north 4 east 100 feet; thence north 5 west 69 feet; thence north 11-1/2 west 186 feet; thence north 2 east 67 feet; thence north 28 east 227 feet; thence north 15-1/2 east 65 feet; thence north 4 east 200 feet; thence north 2-1/2 west 543 feet to the west terminus of a line of partition established July 14, 1953; thence with the line of partition south 64-1/2 east 934 feet; thence sharply up a hill north 31-1/2 east 330 feet to a 15 inch ash tree; thence south 60 east 2980 feet to the east terminus of the line of partition and in the line of Phillips; thence with the line of Phillips south 9 west 1043 feet to a point in a ravine corner to Phillips and to Loyd; thence up a ravine with the line of Loyd north 62 west 100 feet; thence north 51 west 400 feet; thence north 54 west 100 feet; thence north 56 west 63 feet; thence north 43 west 85 feet; thence north 44 west 65 feet; thence north 58 west 75 feet; thence north 65 west 73 feet; thence north 50-1/2 west 100 feet; thence north 49 west 74 feet; thence crossing to the far side of the ravine south 41 west 38 feet; thence north 54 west 100 feet; thence north 56 west 100 feet; thence north 60-1/2 west 100 feet; thence north 60 west 88 feet; thence north 63 west 100 feet; thence north 77 west 143 feet; thence north 58 west 100 feet; thence north 69 west 67 feet; thence south 79-1/2 west 100 feet; thence south 80-1/2 west 300 feet; thence south 83 west 132 feet; thence crossing the ravine to the near side north 7 west 31 feet; thence south 83 feet west 86 feet; thence north 80 west 964 feet, thence crossing the ravine again to the far side south 10 west 28 feet; thence north 73 west 551 feet to the point of beginning, and containing 100 acres.

Being the same property conveyed from Jessie L. Kerr, et al, to East Kentucky Power Cooperative, Inc. by Deed dated November 15, 1979, and recorded in Deed Book 207, Page 621, Mason County Clerk's Office.

Tract SP-7

Beginning at a p.k. nail in the centerline of the South Ripley Road being N434916.468 E2116150.981 Ky State Plane Coordinate System (North Zone), approximately 1/2 mile North of Ky. Highway 8, thence meandering with the centerline of said road;

1. North 02°32' East 303.04' to a p.k. nail, thence;
2. North 13°35' East 57.11' to a p.k. nail, thence;
3. North 26°04' East 64.67' to a p.k. nail, thence;
4. North 32°43' East 780.11' to a p.k. nail, thence;
5. North 31°06' East 295.40' to a p.k. nail in the centerline of the intersection of Tuckahoe Turnpike and a gravel road known as Peggs Hill Road, thence with the meanderings of centerline of gravel road;
6. South 65°22' East 85.63' to a concrete nail, thence;

7. South 73°56' East 62.53' to a point in the centerline of the road, thence;
8. South 76°30' East 133.68' to a concrete nail, thence;
9. South 73°42' East 88.24' to a point in the centerline of a gravel road, thence;
10. South 65°17' East 56.64' to a concrete nail, thence;
11. South 57°57' East 42.46' to a concrete nail, thence;
12. South 52°37' East 45.56' to a point in the centerline of a gravel road, thence;
13. South 44°54' East 53.10' to a concrete nail, thence;
14. South 38°05' East 44.08' to a concrete nail, thence;
15. South 33°03' East 42.75' to a point in the centerline of a gravel road, thence;
16. South 25°53' East 74.26' to a concrete nail, thence;
17. South 19°29' East 153.06' to a concrete nail, thence;
18. South 29°49' East 59.40' to a point in the centerline of a gravel road, thence;
19. South 43°32' East 48.54' to a concrete nail, thence;
20. South 52°49' East 47.32' to a concrete nail, thence;
21. South 60°02' East 45.61' to a point in the centerline of gravel road, thence;
22. South 67°59' East 50.53' to a p.k. nail, thence;
23. South 75°34' East 240.12' to a point in the centerline of gravel road, thence;
24. South 81°57' East 107.06' to a p.k. nail, thence;
25. South 82°37' East 351.64' to a point in the centerline of gravel road, thence;
26. North 84°39' East 59.27' to a p.k. nail, thence;
27. North 76°34' East 112.27' to a p.k. nail, thence;
28. South 83°18' East 33.68' to a point in the centerline of gravel road, thence;
29. South 48°41' East 41.18' to a p.k. nail, thence;
30. South 43°28' East 69.88' to a p.k. nail, thence;
31. South 52°21' East 49.47' to a point in the centerline of gravel road, thence;
32. South 55°52' East 57.95' to a p.k. nail, thence;
33. South 58°16' East 188.87' to a p.k. nail, thence;
34. South 53°51' East 50.44' to a point in the centerline of gravel road, thence;
35. South 55°17' East 124.12' to a p.k. nail, thence;
36. South 59°24' East 56.43' to a point in the centerline of gravel road, thence;
37. South 62°49' East 261.76' to a p.k. nail, thence;
38. South 60°29' East 54.61' to a point in the centerline of gravel road, thence;
39. South 53°23' East 62.05' to a concrete nail, thence;
40. South 53°03' East 95.25' to a concrete nail, thence;
41. South 56°42' East 41.24' to a concrete nail, thence;
42. South 61°20' East 51.11' to a point in the centerline of gravel road, thence;
43. South 64°56' East 54.95' to a concrete nail, thence;
44. South 66°37' East 272.28' to a point in the centerline of gravel road; thence;
45. South 68°25' East 85.73' to a p.k. nail, thence;
46. South 71°36' East 163.39' to a point in the centerline of gravel road, common corner to Wallingford, thence with the division line of Bay and Wallingford;
47. South 12°32' East 1277.92' to an iron pin in the fence corner to East Kentucky Power and Kerr, thence with the division line of this tract and Kerr, thence;
48. North 61°29' West 2956.70' to an iron pin in the fence, thence;
49. South 33°58' West 329.03' to an iron pin in the fence, thence;
50. North 48°04' West 317.19' to an iron pin in the fence, thence;
51. North 72°11' West 627.93' to the beginning containing 107.26+/- acres.

Being the same property conveyed from George L. Bay, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 14, 1980, and recorded in Deed Book 209, Page 601, Mason County Clerk's Office.

Tract SP-8

Tract 3A. Beginning at a p.k. nail in the center of Peggs Hill Road, said point approximately .70 of a mile from Tuckahoe Turnpike Road thence with the meanderings of the centerline of Peggs Hill Road, and the line of George Bay;

1. North 71°36' West 163.39' to a p.k. nail, thence;
2. North 68°25' West 85.73' to a point in the road, thence;
3. North 66°37' West 272.28' to a p.k. nail, thence;
4. North 64°56' West 54.95' to a point in the road, thence;
5. North 61°20' West 51.11' to a p.k. nail, thence;
6. North 56°42' West 41.23' to a p.k. nail, thence;
7. North 53°03' West 95.25' to a p.k. nail, thence;
8. North 55°23' West 62.05' to a point in the road, thence;
9. North 60°29' West 54.61' to a p.k. nail, thence;
10. North 62°49' West 261.76' to a point in the road, thence;
11. North 59°24' West 56.43' to a p.k. nail, thence;
12. North 55°17' West 124.12' to a p.k. nail, thence;
13. North 53°51' West 50.44' to a p.k. nail, thence;
14. North 58°16' West 188.87' to a p.k. nail, thence;
15. North 55°52' West 57.95' to a point in the road, thence;
16. North 52°21' West 49.47' to a p.k. nail, thence;
17. North 43°28' West 69.88' to a p.k. nail, thence;
18. North 44°19' West 24.17' to a p.k. nail, corner to Vernon Huber, thence with the existing division line fence;
19. North 28°28' West 247.18' to a fence post, thence;
20. North 34°50' West 208.56' to an iron pin, in fence line, said point being 100 ft. right of RR station 2610, thence with the severance line;
21. South 72°06' East 315.96' to an iron pin, said point being 200 ft. right of RR station 2607, thence;
22. South 62°19' East 1154.80' to an iron pin, said point being 200 ft. right of RR station 2595, thence;
23. South 71°51' East 570.66' to an iron pin, said point being 150 ft. right of RR station 2590 and common corner to Wallenford;
24. South 14°51' West 71.79' to a 24" Maple tree in the fence line, thence;
25. South 13°00' West 377.18' to the beginning containing 16.18 +/- acres.

Being the same property conveyed from Larue Chamblin, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 15, 1979, and recorded in Deed Book 207, Page 399, Mason County Clerk's Office.

Tract SP-9

**Tract 1. Beginning at a point in the R/W of Ky. 8, being N437057.704 E 2120698.070 Ky. State Plane Coordinates System (North Zone), point also a corner to Tract 3, thence with the division line of this tract and Tract 3;**

1. South 50°47' West 249.86' to an iron pin, thence;
2. South 37°36' East 211.39' to an iron pin, thence;
3. South 54°57' East 368.38' to an iron pin, thence;
4. South 57°36' East 110.36' to an iron pin, thence;
5. South 52°54' East 469.82' to an iron pin, thence;
6. South 42°04' East 241.15' to an iron pin, common corner of this tract and tract 3 and tract 2, thence continuing with the division line of this tract and tract 2;
7. South 44°00' East 309.59' to an iron pin, thence;
8. South 38°18' East 169.72' to an iron pin, thence;
9. South 31°32' East 118.61' to an iron pin, thence;
10. South 28°33' East 207.31' to an iron pin, thence;
11. South 24°48' East 164.60' to an iron pin, thence;
12. South 19°20' East 171.34' to an iron pin, common corner of this tract and tract 2 and lands of East Kentucky Power, thence with the division of this tract and the lands of East Kentucky Power;
13. North 75°03' West 1250.91' to an iron pin in the fence, common corner of this tract and the lands of Wallingford, thence with the division line fence;
14. North 78°47' West 149.82' to a fence post, thence;
15. North 74°12' West 581.41' to an iron pin, common corner to this tract and the lands of Wallingford and Chamblin, thence with the division line fence of Chamblin;
16. North 25°50' East 2.12' to a fence post, thence;
17. North 13°14' East 482.09' to an iron pin in the fence, thence;
18. North 84°17' West 63.64' to an iron pin in the fence, thence;
19. North 12°09' East 273.70' to an iron pin in the fence, thence;
20. North 55°35' West 354.77' to a fence post, thence;
21. North 56°39' West 31.25' to a fence post, thence;
22. North 50°40' West 303.01' to an iron pin in the fence, thence;
23. North 34°52' West 490.81' to an iron pin in the fence, thence;
24. North 37°20' West 1182.52' to a 12" hackberry in the fence, thence;
25. North 20°40' West 15.04' to a 6" Hackberry in the fence, thence;
26. North 40°44' West 157.53' to a 3" Hackberry in the fence, thence;
27. North 56°13' West 9.62' to a 6" Hackberry in the fence, thence;
28. North 75°45' West 199.36' to a 12" Hackberry in the fence, thence;
29. North 57°15' West 85059' to a 5" Hackberry in the fence, thence;
30. South 72°21' West 284.11' to an 8" Hackberry in the fence, common corner to this tract and the lands of Chamblin and Denham, thence with the line of Denham;
31. North 27°34' West 63.84' to a 6" Elm in the fence, thence;
32. North 39°13' West 55.84' to a fence post, thence;
33. North 45°39' West 193.36' to a 36" Maple in the fence, thence;
34. North 44°41' West 159.30' to a 10" Hackberry in the fence, thence;
35. North 43°32' West 348.79' to an iron pin in the fence, thence;
36. South 82°36' West 364.35' to an iron pin in the fence, thence;
37. North 06°09' East 130.14' to a 3" Hickory in the fence, thence;

38. North 13°45' East 56.17' to an iron pin in the fence, thence;
39. North 13°42' East 314.98' to an iron pin in the fence, thence;
40. North 36°02' West 286.05' to an 18" Locust in the fence, thence;
41. North 34°07' West 392.57' to an iron pin in the fence, thence;
42. North 53°42' East 309.80' to an iron pin in the fence, thence;
43. North 66°19' East 50.28' to an iron pin in the fence, thence;
44. North 54°46' East 393.61' to an iron pin in the fence, thence;
45. South 34°22' East 995.72' to an iron pin in the fence, thence;
46. North 46°22' East 172.00' to a point in the R/W of Ky. Highway 8, thence with the R/W of Ky. 8;
47. South 34°00' East 454.76' to a point in the R/W, thence;
48. South 35°40' East 277.80' to a point in the R/W, thence;
49. North 50°44' East 20.00' to a point in the R/W, thence;
50. South 39°16' West 398.74' to a point in the R/W, common corner of this tract and tract 4, thence with the division line of this tract and tract 4;
51. South 30°09' West 103.92' to an iron pin, thence;
52. South 49°38' East 216.37' to an iron pin, thence;
53. North 43°16' East 68.89' to a point in the R/W of Ky. 8, thence continuing with the R/W of Ky. 8;
54. South 39°16' East 210.84' to a point in the R/W, thence;
55. South 50°44' West 20.00' to a point in the R/W, thence;
56. South 39°16' East 500.00' to a point in the R/W, thence;
57. South 50°44' West 10.00' to a point in the R/W, thence;
58. South 40°33' East 103.38' to a point in the R/W, thence;
59. South 43°32' East 103.65' to a point in the R/W, thence;
60. South 46°32' East 103.65' to a point in the R/W, thence;
61. South 49°32' East 103.65' to a point in the R/W, thence;
62. South 52°32' East 103.65' to a point in the R/W, thence;
63. South 55°32' East 103.65' to a point in the R/W, thence;
64. South 57°40' East 44.85' to a point in the R/W, thence;
65. South 58°20' East 156.80' to a point in the R/W, thence;
66. North 31°40' East 20.00' to a point in the R/W, thence;
67. South 58°20' East 616.96 to the beginning containing 113.03 +/- acres.

Being the same property conveyed from Mary Hayden Hester, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 29, 1979, and recorded in Deed Book 208, Page 215, Mason County Clerk's Office.

Tract SP-10

Beginning at an iron pin in the R/W of Ky 8, said point being N437657.892, E2119933.416 Ky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A,

1. North 40°16' East 209.48 to a point in the R/W of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A,
2. South 05°57' West 239.25' to an iron pin in the R/W of Ky. 8, thence leaving the common line with Parcel 5A and with the R/W of Ky 8;
3. North 54°46' West 135.45' to the beginning containing 0.32 +/- acres.

Being the same property conveyed from Willie E. McLain, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 20, 1980, and recorded in Deed Book 208, Page 303, Mason County Clerk's Office.

Tract SP-11

Beginning at an iron pin in the North R/W of Ky 8, said point being N437657.892, E 2119933.416 Ky State Plane Coordinate System (North Zone), thence with the R/W of Ky 8;

1. North 49°45' West 32.52 ft. to a point in the North R/W of Ky 8, corner to parcel 4A, said point also point in R/W of Spur Track, thence with the R/W of Spur Track;
2. North 13°58' East 143.36 ft. to a point in R/W of Spur Track, thence;
3. North 05°57' East 100.00 ft. to a point in R/W of Spur Track, thence;
4. North 01°55' West 132.04 ft. to an iron pin common corner to Parcel 4A and Lot 3, thence with the division line of this parcel and Lot 3;
5. North 34°07' East 109.24 ft. to a point in the center of Lawrence Creek, thence with the centerline of Lawrence Creek;
6. North 85°29' East 148.96 ft. to a point in the centerline of Lawrence Creek, also a point in the R/W of Spur Track, thence with the R/W of Spur Track;
7. South 05°57' West 260.93 ft. to a point in R/W of Spur Track, common corner to Parcel 5A, thence with the division line of Parcel 5A;
8. South 40°16' West 97.52 ft. to a point in R/W of Spur Track, common corner to Parcel 5A and Parcel 5B, thence with line of Parcel 5B;
9. South 40°16' West 209.48 ft. to the beginning containing 1.60+/- acres.

Being the same property conveyed from James Raymond Hayden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 21, 1980, and recorded in Deed Book 212, Page 679, Mason County Clerk's Office.

Tract SP-12

Beginning at a point in the right of way of Kentucky 8, being N435291.360 E 2122718.617 Ky State Plane Coordinate System (North Zone), said point also being in the center of center line of Lawrence Creek; South 67 deg. 13' West 25.16' to a point in the center of said creek; thence South 11 deg. 22' West 68.15 feet to a point in the center of said creek; thence South 10 deg. 51' West 99.39 feet to a point in the center of said creek; thence South 16 deg. 08' West 200.11 feet to a point in the center of said creek, common corner of this tract and the lands of DuPont DeNemours and East Kentucky Power, thence continuing with the line of East Kentucky Power; North 72 deg. 32' West 229.68 feet to an iron pin, in the fence; thence North 65 deg. 34' West 12.53 feet to an iron pin, in the fence; thence North 69 deg. 23' West 16.390 feet to an iron pin in the fence; thence North 78 deg. 58' West 195.13 feet to an iron pin common corner to this tract and tract 1 and East Kentucky Power, thence with the division line of this tract and tract 1; North 19 deg. 20' West 171.43 feet to an iron pin; thence North 24 deg. 48' West 164.40 feet to an iron pin; thence North 28 deg. 33' West 207.31 feet to an iron pin; thence North 31 deg. 32' West 118.61 feet to an iron pin; thence North 38 deg. 18' West 169.72 feet to an iron pin; thence North 44 deg. 00' West 309.59 feet to an iron pin, common corner of this tract and tract 1 and tract 3, thence with the division line of tract 3; North 46 deg. 18' East 137.32 feet to a point in the right of way of Kentucky 8, thence with the said right of way South 31 deg. 28' East 103.70 feet to a point in the right of way; thence South 32 deg. 45' East 67.57 feet to a point in the right of way; thence South 36 deg. 01' East 105.56 feet to a point in the

right of way; thence South 44 deg. 01' East 105.56 feet to a point in the right of way; thence South 48 deg. 01' East 105.56 feet to a point in the right of way; thence South 52 deg. 01' East 105.56 feet to a point in the right of way; thence South 56 deg. 14' East 105.56 feet to a right of way; thence South 64 deg. 01' East 105.56 feet to a point in the right of way; thence South 68 deg. 01' East 105.56 feet to a point in the right of way; thence South 70 deg. 42' East 34.00 feet to a point in the right of way; thence South 71 deg. 19' East 72.60 feet to a point in the right of way; thence South 18 deg. 41' West 5.00 feet to a point in the right of way; thence South 71 deg. 09' East 135.00 feet to the beginning, containing 7.55 acres, more or less.

Being the same property conveyed from Trans-Ash, Inc. to East Kentucky Power Cooperative, Inc. by Deed dated November 29, 1988, and recorded in Deed Book 233, Page 495, Mason County Clerk's Office.

Tract SP-13

Tract No. I, Parcel 1: That certain tract or parcel of land lying and being in Charleston Bottoms on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows:

Beginning at a fence post, corner to James Peggs;

thence S 12 W 18.1 poles to a fence post;

thence S 10 W 27 poles to a stake;

thence S 13 W 4.5 poles to a tree;

thence S 18 W 15.1 poles to a post;

thence S 14 W 15.3 poles to a post on the north side of a hollow, corner to Peggs and Mrs. C. D. Bacon;

thence down the branch, crossing same to the south side with Bacon's line;

thence following S 45¼ E 19.1 poles

S 60 E 15 poles

S 78 E 10.6 poles

S 81½ E 16.6 poles

N 68½ E 7.5 poles

N 82¾ E 44 poles

N 73½ E 12 poles

N 68½ E 8.7 poles to a fence post;

thence crossing the branch to the north side N 6 E 3.6 poles to a fence post;

thence down the branch S 84½ E 40.6 poles,

S 64½ E 29.4 poles to a point on the west bank of Lawrence Creek;

thence down said creek and in the center thereof

N 30 E 18.8 poles

N 6 ½ W 10.2 poles

N 9 ½ E 10.8 poles

N 24 W 20.5 poles

N 35 W 10.1 poles

N 44 ½ E 7.7 poles, this line crosses the T. P. road under the bridge;

thence N 23 ¼ W 26 poles to an elm tree on the north bank of Lawrence Creek corner to Joe Pollitt; thence with his line and leaving the creek

S 87 ¾ 12 poles

S 85 ½ W 16 poles

S 87 ½ W 18.5 poles, this line crosses the T.P. road to James Peggs' line;

thence with his line S 86 W 58.5 poles to a fencepost; thence

N 89 ½ W 12.1 poles,

N 87 ¼ W 74 poles to the beginning, containing 112.76 acres.

**Parcel 2:** A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips; thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in the drain; thence at a right angle of approximately 45 degrees and in a northwest direction from said point of the Peggs Hill Road; thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning, containing 1.05 acres.

This property is subject, however, to all existing and apparent roads and easements and to the Meldahl Dam easement of record in Mason County Deed Book 166, Page 89.

**Tract II:** Beginning at a large sycamore on the west margin of Lawrence Creek near to and below the mouth of Loyd's still house branch, and running up said branch N 72 W 33 poles to a stake to a letter A, on the plat filed in the Mason Circuit Court in the chancery action of Joseph Martin administration versus Lewis martin, et al., in 1851; thence W 33 ½ poles to a stake in Pierce's line, letter B on plat; thence S 2 poles to B on plat; thence S 76 W 50 poles to a white walnut, corner to B. Loyds; thence with his land S 2 W 106 poles to a white walnut, another corner, to said Loyd near Carpenter's Mill Road; thence down said road in the center thereof N 75 ¼ E 42 poles  
N 82 ½ E 48 poles  
N 73 E 18 poles  
N 58 ½ E 50 poles to the center of the creek near ford; thence down the creek N 49 W 18 poles  
N 1 ½ E 14 poles  
47 W 24 poles;  
N 10 ½ W 17 poles to the beginning and containing 79 acres, 1 rod and 26 poles.

**Tract III:** A certain tract of land lying on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows:

Beginning at a stake in the center of the turnpike, corner to Martin Cooney; thence with his line N 85 ¾ E 48 poles to the center of Lawrence Creek; thence with the center of Lawrence Creek  
N 25 ¼ E 12.6 poles,  
N 35 W 21.6 poles,  
N 35 ½ E 11.2 poles,  
N 81 ¾ E 19.7 poles  
N 32 ¼ E 9.3 poles  
N 40 W 19 poles  
N 67 W 6.6 poles  
S 57 ½ W 7 poles  
S 36 ½ E 15.3 poles  
N 67 ¾ W 15.5 poles  
N 19 ½ W 5.4 poles  
N 16 E 12.5 poles to a stake in the center of creek, corner to land retained by Huber;



thence leaving the creek and up a big hill  
N 76 ¼ W 104.3 poles to a gate post, corner to Peggs and in line of land retained by Huber;  
thence with Peggs' line down the hill S 3 W 53.5 poles to the center of the pike;  
thence following the center of the pike N 85 ¼ E 12 poles,  
S 79 E 33 poles  
S 75 1/8 E 17 poles  
S 41 ¾ E 16.4 poles  
S 6 ½ E 17 poles  
S 24 E 9.8 poles to the beginning containing 47 acres, 3 quarters and 36 poles. Subject to the  
right of passways.

Being the same property conveyed from John A. Bresline, Jr. to East Kentucky Power  
Cooperative, Inc. by Deed dated April 6, 1978, and recorded in Deed Book 202, Page 335,  
Mason County Clerk's Office.

Tract SP-14

Beginning at fig. 1 on the plat B on file in the suit of Julia A. Broshears vs. Mary E. Margan, et  
als., in the Mason County Circuit Court, a corner to Isaac Peggs land; thence East to the center  
of said turnpike road to Isaac Peggs line; thence with said line to the beginning, and bounded on  
the North and east by said turnpike road, on the South and West by Isaac Peggs land, containing  
¼ of an acre, more or less,

Being the same property conveyed from Virgil Dermon, et ux, to East Kentucky Power  
Cooperative, Inc. by Deed dated May 19, 1979, and recorded in Deed Book 206, Page 89,  
Mason County Clerk's Office.

Tract SP-15

Parcel No. 2. All that certain tract of land situated in Mason County, Kentucky, about six miles  
Northwest of Maysville, Kentucky, on the Blue Run and Anderson Ferry turnpike, and bounded  
as follows:

Beginning at a post, corner to Mrs. Eva Huber and W. O. Sidwell; thence N 75 deg. 45 min. W  
730 feet to a stone; thence along Sidwell's line S 12 deg. 40 min. W 1962 feet to a stone, corner  
to Martin Cooney and C. D. Bacon; thence along Cooney's line S 88 deg. 15 min. E 2412 feet  
to center of Blue Run turnpike; thence along center of pike N 23 deg. 00 min. W 175 feet;  
thence N 5 deg. 00 min. W 206 feet; thence N 20 deg. 45 min. W 1200 feet, 41 deg. 00 min. W  
234 feet; thence N 60 deg. 15 min. W 41 deg. 00 min W. 234 feet; thence N. 60 deg. 15 min. W  
67 feet; thence N 75 deg. 30 min. W 251.5 feet to center of bridge; thence up a ravine N 87 deg.  
00 min. W 292 feet to an elm tree; thence N 89 deg. 30 min. W 435 feet to a stake corner to  
widow Simons; thence N 2 deg. 30 min. E 944 feet to place of beginning, containing 57.67  
acres, more or less.

There is however excepted out of the above tract of land that parcel of land conveyed Clarence  
Phillips by James H. Peggs and Sudie L. Peggs, his wife, by deed dated February 1, 1957,  
recorded in Deed Book 156, page 376, Mason County Court Clerk's Office records, and more  
particularly described as follows:

A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips; thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in a drain; thence at a right angle of approximately 45 degrees and in a northwest direction from said point 650 feet along a drain to a point in the center of the Peggs Hill Road; thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning.

Being the same property conveyed from James Raymond Haden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 1, 1979, and recorded in Deed Book 205, Page 569, Mason County Clerk's Office.

Tract SP-16

Tract I. A certain tract of land lying in Mason County, Kentucky, on the South Ripley Turnpike and bounded as follows:

Beginning at a point in the center of the turnpike corner to said Huber, thence dividing the pike equally S 12 W 16 poles S  $\frac{3}{4}$  E 13.4 poles to a point in the forks of the turnpike; thence dividing the South Ripley Turnpike equally S  $58\frac{3}{4}$  E  $4\frac{1}{2}$  poles; S  $76\frac{3}{4}$  E  $17\frac{1}{2}$  poles; S 59 E 10 poles S  $36\frac{1}{4}$  E  $\frac{3}{4}$  9.2 poles; S  $19\frac{1}{2}$  E 15.1 poles, S  $52\frac{3}{4}$  E 9.2 poles, S  $74\frac{7}{8}$  e 16 poles; s 83 E 25 poles S  $76\frac{1}{2}$  E 5.2 poles N  $76\frac{1}{2}$  E 12 poles to a stake north of the pike, and corner to Huber; thence with his line to a fence up a branch N  $24\frac{1}{2}$  W 7 poles to an elm; N  $32\frac{1}{4}$  W  $6\frac{1}{2}$  poles; N  $35\frac{1}{2}$  W 13 N  $39\frac{1}{4}$  W 10 poles N  $38\frac{1}{2}$  W 8 poles N  $47\frac{1}{2}$  W 8 poles N  $35\frac{5}{8}$  W poles N  $74\frac{1}{2}$  W 21 poles to a point on the water gap three feet west of a honey locust containing 25 acres, 1 quarter and 21 poles.

There is excepted from the above tract a small piece of land about one half acre which is reserved by grantor, and which is on grantor's side of the new fence built by him to straighten line or fence, and the new fence is the line between said tract and grantor.

Tract II. Parcel No. 1. All that certain tract or parcel of land situated on the waters of Lawrence Creek, Mason County, Kentucky, bounded as follows: Situated near the Tuckahoe Road and bounded by a line beginning at a stake southeast corner of the "Still House" tract; thence N  $4\frac{1}{4}$  E 106 poles to a stake at creek, corner to Foley; thence up the branch S 81 W 26.6 poles to a stone; thence N 71 W 2.2 poles; thence S  $85\frac{1}{2}$  W 7.6 poles to a stone; thence N  $64\frac{1}{2}$  W 11.4 poles; thence N 58 W 24 poles and 18 links to a stone, Holton's corner; thence S  $12\frac{1}{2}$  W 44 poles 12 links to a ravine; thence up said ravine S  $68\frac{3}{4}$  W 10.4 poles to a stone; thence S 35 W 18.8 poles to a stone in the branch; thence S  $4\frac{1}{2}$  W 18 poles; thence S 34 W 24 poles; thence S  $80\frac{1}{2}$  E 35 poles to a stone at Holton's corner; thence S 77 E 91 poles to the beginning, containing 60 acres 34 poles.

Parcel No. 2. Tract 1. All those two certain tracts or parcels of land lying in Plugtown precinct, Mason County, Kentucky, the first beginning at a gate post corner to Mrs. Lloyd's dowry and to C. F. Loyd N 77 W 97 poles 5 links to a stake standing 5 links north of a large locust tree; thence with George Coffee line S  $41\frac{1}{2}$  W 37 poles to the center of the turnpike; thence down the road S 55 E 20 poles 8 links; thence S 44 E 6 poles to the center of the pike corner to Wm

Marshall; thence S 26 ½ W 6 poles 15 links to a stake; thence S 77 ¾ E 23 poles 5 links to the center of the turnpike corner to W. L. Moran; thence S 77 ¾ E 19 poles 4 links to a flat rock on the hillside, corner to C. F. Loyd; thence with his line N 36 ½ E 55 poles 12 links to the beginning, containing 24 acres 1 rood, 10 poles.

Second Tract. That certain parcel of land which was set off as the dower tract in the division of the lands of Richard Loyd, deceased, plat of which is recorded in Deed Book 95, Page 463, in the records of the Clerk of Mason County Court, said land being bounded on the north by other lands of Mrs. Mary Foley and children, and on the east by tracts No. 2 and part of No. 3 as shown on said plat, on the south by tract No. 1, above tract, on the west by Geo. Coffee, now D. Slattery, and containing 32 ¼ acres.

Being the same property conveyed from William W. Hord, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 23, 1979, and recorded in Deed Book 208, Page 276, Mason County Clerk's Office.

Tract SP-17

On the North by the Ohio River, on the East by the lands now or formerly owned by A. C. Duke, T. A. Duke, F. Rosser and T. Hopkins; on the South by the Maysville-Dover Road (Kentucky Highway #8), a Mason County Road, and the lands now or formerly owned by Ben Chivis; on the West in its entirety, by Lawrence Creek.

Excepting thereout and therefrom the right of way of the Chesapeake and Ohio Railway Company.

Containing within said bounds 929.041 acres of land, be the same more or less (exclusive of the right of way of the Chesapeake and Ohio Railway Company).

Being the same property conveyed from E. I. Du Pont De Nemours and Company to East Kentucky Power Cooperative, Inc. by Deed dated June 29, 1971, and recorded in Deed Book 185, Page 269, Mason County Clerk's Office.

THERE IS EXCEPTED from the above tract, the following three parcels, the first of which was conveyed from East Kentucky Power Cooperative, Inc. to Charleston Bottoms Rural Electric Cooperative Corporation by Deed dated June 19, 1973, and recorded in Deed Book 190, Page 139, Mason County Clerk's Office:

TRACT NO. 1: - All that part of a certain tract or tracts of land lying south of the Ohio River and north of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northerly right-of-way line of the Chesapeake and Ohio Railway Company and said point also being 40.0 feet right (north) and radially opposite approximate station 9401+64.7 on the centerline of the westbound main track of said railroad and said point further being a corner common to the Chesapeake and Ohio Railway Company, to the land now or formerly owned by A. C. Duke, and to the property herein being described and said point still further being in the westerly right-of-way line of Kentucky Utilities Company; thence, running northwesterly along the north right-of-way line of said railroad 40.0 feet from (north) and parallel to a 0° 30' curve on the centerline of the westbound main tract for a distance of 5099.2

feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (north) and radially opposite approximate station 9452+46.2 on the centerline of the westbound main tract of said railroad; thence, continuing along same said north right-of-way line N 72° 02' W for 716.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9459+60 on the centerline of the westbound main tract of said Chesapeake and Ohio Railway, and said point further being S 10° 35' 58" W, a distance of 3.1 feet from a set concrete monument; thence, continuing along the north right-of-way line 70.0 feet from (north) and parallel to a 0° 30' curve on the centerline of the westbound main track for a distance of 240.83 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite approximate station 9462+00 on the centerline of the westbound main tract of said railroad; thence, running N 77° 30' W along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to the centerline of the west bound main track for a distance of 4740.0 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite station 9509+40 on the centerline of the westbound main tract of said railroad; thence, continuing along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to a spiral and a 1° 45' curve on the centerline of the westbound main tract of said railroad a distance of 649.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9516+04 on the centerline of the westbound main track of said railroad and said point further being in the centerline of Lawrence Creek; thence, running N 13° 15' E along the centerline of Lawrence Creek, a distance of 125.0 feet, more or less, to a point in the centerline of Lawrence Creek and said point also being in the Ohio River; thence, along the Ohio River and the meanders thereof as follows:

S76°45'E a distance of 416.0 feet; thence,  
S77°00'E a distance of 420.2 feet; thence,  
S80°15'E a distance of 700.0 feet; thence,  
S79°45'E a distance of 611.0 feet; thence,  
S74°15'E a distance of 890.5 feet; thence,  
S73°45'E a distance of 700.0 feet; thence,  
S77°15'E a distance of 523.0 feet; thence,  
S78°30'E a distance of 500.0 feet; thence,  
S84°45'E a distance of 375.0 feet; thence,  
S74°15'E a distance of 144.0 feet; thence,  
S82°08'02" E a distance of 493.35 feet; thence,  
S88°10'11" E a distance of 797.45 feet; thence,  
S82°26'13" E a distance of 841.19 feet; thence,  
S81°45'40" E a distance of 523.77 feet; thence,  
S80°25'44" E a distance of 312.08 feet; thence,  
S82°26'15" E a distance of 420.59 feet; thence,  
S75°36'21" E a distance of 407.72 feet; thence,  
S83°43'24" E a distance of 317.84 feet; thence,  
S78°09'15" E a distance of 244.52 feet; thence,  
S67°35'29" E a distance of 363.00 feet; thence,  
S76°58'36" E a distance of 409.78 feet; thence,  
S67°38'18" E a distance of 50078 feet; thence,  
S62°25'46" E a distance of 400.24 feet; thence,

continuing along the Ohio River and the meanders thereof S51°02'21" E for a distance of 411.86 feet, more or less, to a point in said river and said point also being N 24°15'E, a distance of 160.0 feet from a concrete monument and said point further being a corner common to the land now or formerly owned by A. C. Duke and the property herein being described and said point still further being in the westerly right-of-way line of the Kentucky Utilities Company; thence, running along the property line between the land now or formerly owned by A. C. Duke and the property herein being described and also being along the westerly right-of-way line of Kentucky Utilities Company S24°15'W for a distance of 1736.46 feet, more or less, to the point of beginning; containing 151.559 acres, more or less.

The plans showing the locations of the centerline stations of the westbound main track of the railroad referred to herein, are on file at The Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

TRACT NO.2: - All that part of a certain tract or tracts of land lying south of the Chesapeake and Ohio Railway and north of Kentucky Highway #8, and being more particularly described as follows, to-wit:

BEGINNING at the point of intersection of the southerly right-of-way line of the Chesapeake and Ohio Railway Company and the centerline of Lawrence Creek and said point also being 130.0 feet left (south) and radially opposite approximate station 9515+57 on the centerline of the westbound main track of said railroad; thence, running along the southerly right-of-way line of said railroad 130.0 feet from (south) and parallel to a 1°45' curve on the centerline of the westbound main track of said railroad a distance of 130.0 feet, more or less, to a point in said right-of-way line and said point also being 130.0 feet left (south) and radially opposite station 9514+32 on the centerline of the westbound main track of said railroad; thence, continuing along the southerly right-of-way line of said railroad N82°32'E a distance of 113.3 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and radially opposite station 9513+32 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 85.0 feet from (south) and parallel to a 1°45' curve and related spiral for a distance of 402.17 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and directly opposite station 9509+40 on the centerline of the westbound main track of said railway; thence, running S77°30'E along the same south right-of-way line 85.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad a distance of 208.0 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet from (south) and directly opposite station 9507+32 on the centerline of the westbound main track of the same said railroad; thence, running S86°08'E along said right-of-way line a distance of 101.12 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet from (south) and directly opposite station 9506+32 on the centerline of the westbound main track of said railroad; thence, running S77°30'E along same said right-of-way line 70.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 1158.0 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and directly opposite station 9494+74, which is directly opposite Mile Post 607 on the centerline of the westbound main track on said railroad; thence, running N12°30'E along said right-of-way line 10.0 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and directly opposite station 9494+74 which is opposite Mile Post 607 on the centerline of the westbound main track of said railroad; thence, running S77°56'14" E along said south right-of-way line for 1310.03 feet to a point in said right-of-way line and said point also being 50.0 feet from (south)

and directly opposite station 9481+64 on the centerline of the westbound main track of said railroad; thence, continuing S77°30'E along said right-of-way line 50.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for a distance of 1827.1 feet, more or less, to a point in said right-of-way line and said point also being 50.0 feet left (south) and directly opposite approximate station 9463+36.0 on the centerline of the westbound main track of said railroad; thence, running S5°30'W along said right-of-way line for a distance of 100.3 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet south and directly opposite approximate station 9463+30.8 on the centerline of the westbound main track of said railroad; thence, running S77°30'E along said right-of-way line 100.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 130.8 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and directly opposite approximate station 9462+00 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said south right-of-way line 100.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for 967.0 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and radially opposite station 9452+24.5 on the centerline of the westbound main track of said railroad; thence, running N8°30'E along the same right-of-way line for a distance of 40.5 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9452+30.7 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 60.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for 751.7 feet, more or less, to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, running along said right-of-way line southwesterly and radially opposite station 9444+75 on the centerline of said westbound main track of said railroad a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along the same said south right-of-way line 70.0 feet from (south) and parallel to a 0°30' curve on the centerline of the westbound main track of said railroad for a distance of 4958+21 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and radially opposite station 9394+86.31 on the centerline of the westbound main track of said Chesapeake and Ohio Railway Company; thence, running N49°36'39"W for 247.10 feet, more or less, to a point; thence, running N 56°07'50"W for 457.60 feet to a point; thence, N58°54'21"W for 572.85 feet to a point; thence, N64°36'59"W a distance of 301.50 feet to a point; thence N 56°59'48"W for 300.17 feet to a point; thence, N58°54'21"W a distance of 1100.00 feet to a point; thence N 59°51'38"W for a distance of 1000.14 feet to a point; thence N77°56'53"W a distance of 435.86 feet, more or less, to a point; thence, running S12°46'40"W for a distance of 2848.24 feet, more or less, to a point in the north right-of-way line of Kentucky Highway #8 (Maysville-Dover Road SP81-555) and said point also being 40.0 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway; thence, running N74°13'48"W along the north right-of-way line of said highway 40.0 feet from and parallel to the centerline of said highway a distance of 127.8 feet, more or less, to a point in said right-of-way line and said point being 40.0 feet left (north) and directly opposite station 403+00 on the centerline of said highway; thence, running N15°46'12"E along said right-of-way line 25.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and opposite station 403+00 on the centerline of said highway; thence, continuing N74°13'48"W along same said right-of-way line 65.0 feet from (north) and parallel to the centerline of said highway for 950.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and

directly opposite station 393+50 on the centerline of said highway; thence, running N15°46'12"E along said right-of-way line for a distance of 10.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, continuing N74°13'48" W along said right-of-way line 75.0 feet from (north) and parallel to the centerline of said highway for 308.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, running N15°46'12" E along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 80.0 feet from (north) and parallel to the centerline of said highway for 540.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, running S15°46'12"W along said right-of-way line a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 70.0 feet from (north) and parallel to the centerline of said highway a distance of 539.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 379+63 on the centerline of said highway; thence, running N45°18'32"E along said right-of-way line a distance of 34.5 feet to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 379+80 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 100.0 feet from (north) and parallel to the centerline of said highway for 155.0 feet, more or less, to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 378+25 on the centerline of said road and point further being in the centerline of Lawrence Creek; thence, continuing in the centerline of Lawrence Creek as follows:

N43°00'E a distance of 40.0 feet; thence,  
N12°45'E a distance of 185.0 feet; thence,  
N29°15'W a distance of 139.9 feet; thence,  
N59°15'W a distance of 72.0 feet; thence,  
N75°45"W a distance of 109.8 feet thence,  
S61°45'W a distance of 126.6 feet; thence,  
S51°15'W a distance of 104.0 feet; thence,  
N12°30'W a distance of 431.4 feet; thence,  
N72°15'W a distance of 86.2 feet; thence,  
S66°00'W a distance of 247.0 feet; thence,  
N31°45'W a distance of 137.5 feet; thence,  
N29°30'W a distance of 249.0 feet; thence,  
N10°00'W a distance of 247.00 feet; thence,  
N33°15'W a distance of 104.3 feet; thence,  
N72°15'W a distance of 215.0 feet; thence,  
N21°15'W a distance of 63.5 feet; thence,  
N76°00'E a distance of 427.5 feet; thence,  
N24°45'E a distance of 192.0 feet; thence,  
N49°15'W a distance of 202.3 feet; thence,  
N64°45'W a distance of 392.5 feet; thence,  
S35°30'W a distance of 156.0 feet; thence,  
S11°00'W a distance of 139.0 feet; thence,  
S48°45'W a distance of 185.0 feet; thence,

S82°30'W a distance of 162.8 feet; thence,  
N26°15'W a distance of 386.3 feet; thence,  
N83°30'W a distance of 275.0 feet; thence,  
N78°30'W a distance of 169.0 feet; thence,  
N46°45'W a distance of 160.0 feet; thence,  
N37°00'W a distance of 229.4 feet; thence,  
N33°45'W a distance of 329.0 feet; thence,  
S86°15'W a distance of 405.0 feet; thence,  
N55°00'W a distance of 112.4 feet; thence,  
N43°00'W a distance of 266.0 feet; thence,  
N32°00'W a distance of 320.0 feet; thence,  
N57°30'W a distance of 217.7 feet; thence,  
N25°45'W a distance of 188.5 feet; thence,  
N0°45'W a distance of 166.0 feet; thence,  
N21°00'W a distance of 335.7 feet; thence,  
N20°30'W a distance of 225.0 feet; thence

continuing N26°45'W along the centerline of Lawrence Creek a distance of 180.0 feet, more or less, to the point of beginning, containing 415.398 acres, more or less.

The plans showing the locations of the centerline station of the westbound main track of the railroad referred to herein are on file at the Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

The plans showing the locations of the centerline stations on the highway referred to herein are on file at the Kentucky Department of Highways in Frankfort, Kentucky.

The second of which was conveyed from East Kentucky Power Cooperative, Inc. to Transcontinental Terminals, Inc. by Deed dated November 19, 1985, and recorded in Deed Book 224, Page 275, Mason County Clerk's Office:

Beginning at a point in the centerline of Kentucky Highway No. 8, approximately 4 miles west of Maysville, Kentucky, at Highway survey station no. 404+27.8±; thence North 12°45'56" W east a distance of 40 feet to the actual right-of-way line and beginning point of the description of the East Kentucky Power Cooperative Industrial Tract and a corner to East Kentucky Power Cooperative power plant site; thence with the said plant site property line for three (3) calls as follows:

North 12°45'56" east a distance of 1,892.63 feet; South 72°45'03" east a distance of 60.00 feet; North 12°56'33" east a distance of 960.94 feet; to a common corner with the said plant site and the East Kentucky Power Cooperative railroad siding; thence with said siding for ten (10) calls as follows:

South 77°56'46" east a distance of 372.67 feet; South 59°16'17" east a distance of 2,469.73 feet; South 64°14'43" east a distance of 229.06 feet; South 02°43'51" east a distance of 47.03 feet; South 53°08'48" east a distance of 485.83 feet; South 50°30'57" east a distance of 348.62 feet, crossing the centerline of a 150 foot wide easement to Kentucky Utilities Company for an electrical power line across the East Kentucky Power Cooperative Industrial Tract; thence with the remaining four (4) calls as follows:



South 16°07'50" east a distance of 79.34 feet; South 60°06'30" east a distance of 71.11 feet; North 42°51'48" east a distance of 173.37 feet; South 50°29'18" east a distance of 260.38 feet; to a common corner to the C&O Railroad's property and the East Kentucky Power Cooperative railroad siding; thence with the C&O right-of-way fence for three (3) calls as follows:

South 43°48'20" east a distance of 319.76 feet; North 51°23'37" east a distance of 3.06 feet; South 41°48'35" east a distance of 503.21 feet; to a common corner with the C&O Railroad's right-of-way and a corner to property now belonging to TTI System (previously owned by T. A. Duke); thence with the TTI property line South 42°01'34" west a distance of 1,405.84 feet to a corner in the north right-of-way line of Kentucky Highway No. 8, point being fifty feet north of said centerline of Kentucky Highway No. 8 and a 1°30" curve; thence with a chord bearing and distance, North 83°17'57" west a distance of 745.42 feet to a point where the right-of-way width is reduced from 50 feet; thence South 11°44'00" west a distance of 10 feet to a point in said curve; thence North 76°14'46" west a chord distance of 217.77 feet to a point in the north right-of-way and the end of said curve of Kentucky Highway No. 8 and being the centerline of the 150 foot Kentucky Utilities easement across Kentucky Highway No. 8 at survey station no. 436+82; thence with the north right-of-way line of Kentucky Highway No. 8 (north right-of-way line at this point being 40 feet) north 74°13'27" west a distance of 3,257.31 feet to the point of beginning and containing 242.12 acres, more or less, as shown on a plat attached to the deed filed of record in Deed Book 224, Page 275, Mason County Clerk's Office.

And the third of which was conveyed from East Kentucky Power Cooperative, Inc. to Stanley Larue Chamblin and June Beckett Chamblin by Deed dated January 8, 1974, and recorded in Deed Book 191, Page 409, Mason County Clerk's Office:

Beginning at a point in the south right-of-way line of the Maysville-Dover Road (Ky. Hwy. #8) at its intersection with the east right-of-way line of a Mason County Road, and said point also being 40.0 feet right (south) and radially opposite approximate station 440+67.9 on the centerline of said Maysville-Dover Road (Ky. Hwy. #8), and said point further being 35.0 feet left (east) and opposite approximate station 0+64.0 on the centerline of said Mason County Road; thence running northeasterly along the south right-of-way line of said Maysville-Dover Road (Ky. Hwy. #8) 40.0 feet from (right) and parallel to a 1°30' curve on the centerline of said highway, a distance of 133.4 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence running radially south along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence continuing along the same said right-of-way line 45.0 feet from (right) and parallel to a 1°30" curve on the centerline of the same said Maysville-Dover Road (Ky. Hwy. #8) a distance of 151.6 feet, more or less, to a point in the same said south right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 443+50.0 on the centerline of said highway; thence running radially north along same said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point also being 4.0 feet right (south) and radially opposite approximate station 443+50.0 on the centerline of said highway; thence continuing along said right-of-way line 40.0 feet from (right) and parallel to a 1°30" curve on the centerline of said highway a distance of 234.5 feet, more or less, to a point in said right-of-way line, and said point also being 40.0 feet right (south) and radially opposite approximate station 445+82.0 on the centerline of said highway; thence running S 47°29' W for

a distance of 539.4 feet, more or less, to a point in the property line between the parties of the first part and the land now or formerly owned by A. C. Duke, and said point also being in the centerline of a Mason County Road; and said point further being S 47°29' W 30.0 feet from a concrete monument; thence running along the centerline of said Mason County Road N 28°50' W a distance of 133.7 feet, more or less, to a point in the centerline of said road; thence continuing along the centerline of the same said Mason County Road N 14°45' W a distance of 149.0 feet, more or less, to a point in the centerline of said road, and said point also being station 2+50.0 on the centerline of said road; thence running N 75°15' E and perpendicular to the centerline of said road a distance of 22.0 feet to a point in the left (east) right-of-way line of said county road, and said point also being 22.0 feet left (east) and opposite approximate station 2+50.0 on the centerline of said road; thence running N 14°45' W along the left (east) right-of-way line of said road 22.0 feet from (east) and parallel to the centerline of said road a distance of 128.0 feet, more or less, to a point in said right-of-way line, and said point also being 22.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said county road; thence running along said right-of-way line N 75°15' E and perpendicular to the centerline of said road a distance of 13.0 feet to a point in said right-of-way line, and said point also being 35.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said Mason County Road; thence running N 14°45' W along said right-of-way line 35.0 feet from (left) and parallel to the centerline of said road for a distance of 58.0 feet, more or less, to the point of beginning, containing 2.64 acres, more or less.

Tract SP-18

All of that certain tract of land, designated as Parcel A on that attached plat identified as GS76-1, and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46'40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G 30; thence leaving the existing property line and running N 34° 48'40" W, and with Baseline "A" a distance of 965.03 feet to a point, and said point further being a concrete monument, with brass cap at station 20+25.33 Baseline "A" whose coordinate values are, N 435913.906, E 2124942.100; thence, running N 34° 48'40" W and with Baseline "A" a distance of 1313.42 feet, to a point, and said point further being station 33+38.75 on baseline "A"; thence, leaving Baseline "A", and running S 55° 11'20" W, a distance of 410.00 feet, to a point, and said point further being 338.75 feet left (north) station 15+90 on Baseline "B", and said point further being the Point of Beginning for Parcel A of this instrument; thence, running S 55° 11'20" W, a distance of 211.33 feet, to a point, and said point further being 338.75 feet left (north) station 13+78.67 on Baseline "B"; thence, running N 34° 48'40" W, a distance of 934.75 feet, to a point; thence, running N 55° 11'20" E, a distance of 154.67 feet, to a point, and said point further being 466.66 feet left (west) station 42+73.50 on Baseline "A"; thence, running S 34° 48' 40" E, a distance of 507.25 feet, to a point; thence, running N 55° 11'20" E, a distance of 52.66 feet to a point, and said point further being 414.00 feet left (west) station 37+66.25 on Baseline "A"; thence, running S

34° 48'40" E, a distance of 249.25 feet, to a point; thence, running N 55° 11'20" E, a distance of 4.00 feet, to a point; thence, running S 34° 48'40" E, a distance of 178.25 feet, to the point of beginning; containing 3.852 acres, more or less.

All of that certain tract of land, designated as Parcel B on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charles Bottoms RECC and East Kentucky Power Cooperative; thence running N 12° 46'40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34°48'40" W, and with Baseline "A", a distance of 965.03 feet to a point, and said point further being a concrete monument with brass cap at station 20+25.33 Baseline "A" whose coordinate values are N435913.906, E2124942.100, thence, running N 34° 48'40" W, and with Baseline "A" a distance of 304.67 feet to a point, and said point further being station 23+30 on Baseline "A", thence leaving Baseline "A", a running S 55° 11'20" W, a distance of 582.00 feet, to a point, and said point being the Point of Beginning for Parcel B of this instrument; thence, running S 55° 11'20" W, a distance of 242.00 feet, to a point; thence, running N 34° 48'40" W, a distance of 592.00 feet, to a point, and said point further being 78 feet right (south) station 11+76 on Baseline "B"; thence, running N 55° 11'20" E, a distance of 242.00 feet, to a point, and said point being 78 feet right (south) station 14+18 on Baseline "B", and said point further being 582 feet left (west) station 29+22 on Baseline "A"; thence running S 34° 48'40" E, a distance of 529.00 feet, to the point of beginning, containing 3.289 acres, more or less.

All of that certain tract land, designated as Parcel C on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46'40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34°48'40" W, and with Baseline "A", a distance of 1939.70 feet, to a point, and said point being the intersection of Baseline "A" and Baseline "B", at station 30+00 on Baseline "A" and station 20+00 on Baseline "B"; thence, running N 55°11'20" E, and with Baseline "B", a distance of 179.39 feet to a point, and said point further being a concrete monument, with brass cap at station 21+79.39 Baseline "B" who coordinate values are N436836.478, E2124580.130, thence running N 55° 11'20" E and with Baseline "B", a distance of 766.11 feet, to a point, and said point being station 29+45.50 on Baseline "B";

thence, leaving Baseline "B" and running 3.25 feet to a point, and said point being the Point of Beginning for Parcel C of this instrument; thence, running N 34°48'40" W, a distance of 100.50 feet, to a point; thence, running N 55°11'20" E, a distance of 609.00 feet, to a point; thence, running S 34°48'40" E, a distance of 100.50 feet, to a point, and said point being 3.25 feet left (north) station 35+54.50 on Baseline "B"; thence running S 55°11'20" W, a distance of 609.00 feet, to the point of beginning; containing 1.405 acres, more or less.

Being the same property conveyed from Charleston Bottoms RECC to East Kentucky Power Cooperative, Inc. by Deed dated December 13, 1976, and recorded in Deed Book 198, Page 640, Mason County Clerk's Office.

Tract SP-19

That certain tract or parcel of land situated in Mason County, Kentucky, designated as Lot No. 6 on the Plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, Mason County Clerk's Office.

Being the same property conveyed from Gordon D. Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 1, 1998, and recorded in Deed Book 276, Page 714, Mason County Clerk's Office.

Tract SP-20

Situated in Mason County, Commonwealth of Kentucky, and designated as Lot No. 5 on the plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, of record in the Mason County Clerk's Office.

Exception: There is excepted from the above described property that parcel of land previously conveyed East Kentucky Power Cooperative, Inc., and being more particularly described as follows:

Beginning at an iron pin in the right of way of Kentucky 8, said point being N. 437657.892, E. 211933.416 Kentucky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A, (1) North 40° 16' East – 209.48 feet to a point in the right of way of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A, (2) South 05° 57' West – 239.25 feet to an iron pin in the right of way of Kentucky 8, thence leaving the common line with Parcel 5A and with the right of way of Kentucky 8, (3) North 54° 46' West – 135.45 feet to the beginning containing 0.32+/- acres.

Being the same property conveyed from Wesley M. Vantine to East Kentucky Power Cooperative, Inc. by Deed dated January 31, 1997, and recorded in Deed Book 268, Page 412, Mason County Clerk's Office.

Tract SP-21

Barn Tract: A small parcel of ground with a tobacco barn thereon located on the North side of Kentucky No. 8 across the highway from Parcel No. 1 and being more particularly described as follows:

Beginning at a point in the North right of way of Kentucky Highway No. 8 which point is at station 344+05 common to State of Kentucky, Hester and Hayden; thence N. 31 deg. 20' E. 66

feet to N.E. corner stake of plat common to Hester and Hayden; thence N. 58 deg. 20' W. 135 feet to N.W. corner stake of plat common to Hester and Hayden; thence S. 31 deg. 20' W. 66 feet to right of way at station 342+70 common to State of Kentucky, Hester and Hayden; thence in an Easterly direction with the Highway right of way 135.0 feet to point of beginning and containing .2 acre.

Being the same property conveyed from Boyd Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 16, 1998, and recorded in Deed Book 278, Page 1, Mason County Clerk's Office.

350. All the tracts of property comprising the site of the J. K. Smith Station as follows:

Tract SM-1

A certain tract or parcel of land situated in Clark County, Kentucky, about nine miles East of Winchester, on the Red River road, and bounded and described as follows:

BEGINNING at a post, corner to I. B. Haggard and Ora Haggard; thence along Ora Haggard's line South 83 degrees 00' West 1457 feet; thence North 2 degrees 35' West 1462 feet to a post, corner to said Haggard and Andy Dykes; thence along Dykes' line South 83 degrees 00' West 320 feet; thence North 81 degrees 30' West 790 feet to Oak tree, corner to Haggard and John Hisle; thence along Hisle's line South 10 degrees 00' West 970 feet to post, corner to said Hisle and Jesse Haggard; thence down a ravine and along Haggard's line South 51 degrees 30' East 140 feet; thence South 35 degrees 00' East 140 feet; thence South 67 degrees 45' East 160 feet; thence South 43 degrees 00' East 74 feet; thence South 29 degrees 00' East 256 feet; thence South 36 degrees 00' East 188 feet; thence South 26 degrees 00' East 80 feet; thence South 14 degrees 00' East 160 feet; thence South 6 degrees 30' West 130 feet, corner to Haggard and Osborne; thence South 7 degrees 00' East 385 feet; thence South 1 degree 45' East 313 feet to gate post, corner to Osborne and J. Ballard estate; thence along Ballard line North 89 degrees 00' East 572 feet to post, corner to same; thence South 5 degrees 00' East 260 feet; thence South 3 degrees 30' East 640 feet; thence South 1 degrees 30' East 108 feet; thence South 7 degrees 30' East 88 feet; thence South 9 degrees 00' East 100 feet; thence South 12 degrees 00' East 217 feet to post, corner to Ballard and Osborne; thence along Osborne and Richardson's lines North 84 degrees 00' East 1542 feet to post corner to I. B. Haggard; thence along Haggard's line North 16 degrees 00' East 3025 feet to the place of beginning, containing 223-14/100 acres, more or less.

Tract 2: Beginning at a corner post on the north bank of a branch, said post being about 600 yards north of the Hunt-Red River Road and about 100 yards west of the first fork in the north fork of Cotton Creek, a corner to W. A. Ballard; thence with said Ballard and the existing fence N 22°10' W 533 feet to a point in the fence; thence N 21°49' W 347 feet to a twin 8 inch white oak in the fence corner; thence S 85°54' E 113 feet to a point in the fence; N 88°26' E 192.8 feet to a point in the fence on the east bank of a branch; thence S 83°35' E 204 feet to a point in the fence; thence N 84°13' E 267 feet to a corner fence post on the east side of the north fork of Cotton Creek; thence up said fork with the existing fence N 1°09' E 169 feet to a point in the fence on the east bank of same; thence crossing the fork N 2°54' W 188 feet to a point in the fence; thence N 7°11' W 72 feet to a 6 inch Walnut in the fence; thence N 15°43' W 105 feet to an 8 inch oak in the fence; thence N 1°12' W 148 feet to a 14 inch sycamore in the fence corner at the forks of the branch, a corner to W. A. Ballard and Oliver Wood, Jr.; thence with said

Wood and the existing fence up said branch N 63°07' W 102 feet to a point in the fence; thence N 65°46' W 211 feet to a 6 inch Walnut in the fence corner on the south bank of the branch; thence leaving the branch with Woods' line S 54°55' W 69.2 feet to a point in the fence; thence S 50°08' W 699 feet to a corner fence post; thence N 41°23' W 453 feet to a point in the fence; thence N 38°40' W 229 feet to a point in the fence; thence N 34°54' W 78 feet to a corner fence post at a gate; thence S 42°47' W 18.5 feet crossing the road to a 20 inch forked Cedar in the fence corner, a corner to Oliver Wood, Jr., and Roy Haggard; thence with said Haggard and the existing fence N 59°55' W 301 feet to a point in the fence; thence N 62° 25' W 456 feet to an 18 inch Maple in the fence corner, a corner to Roy Haggard and Lynwood Wiseman; thence with said Wiseman and the old fence line S 67°43' E 180 feet to a fence post on the west bank of a branch; thence crossing the branch S 63°10' E 87 feet to an 8 inch Walnut; thence S 66°20' E 145.8 feet to a 16 inch cedar; thence down the west side of the branch S 11°25' W 193.8 feet to a 14 inch Burr Oak; thence S 17°14' W 43 feet crossing the forks of the branch to a set stone on the west bank; thence continuing with the meanders of the branch S 41°30' E 90 feet; S 58°50' E 90 feet; S 31°30' E 120 feet; S 36°05' E 153 feet to the corner of a wire and stone fence on the west bank at the mouth of the branch, a corner to W. A. Ballard; thence with said Ballard, down the branch; thence S 36°56' E 53 feet crossing said drain to a 20 inch black oak in the fence; thence down the branch with the existing fence S 65°59' E 54 feet to a 12 inch forked cedar in the fence; thence S 12°21' E 63.7 feet to an angle in the fence; thence S 34°55' E 85.7 feet to a point in the fence; thence S 34° 07' E 172 feet to a Walnut snag in the fence; thence S 7°01' W 39 feet to an 8 inch twin Walnut in the fence corner on the west side of the branch; thence S 47°42' E 86 feet crossing the branch to a point in the fence on the east bank of said branch; thence S 52°22' E 100 feet to a point in the fence; thence S 48°41' E 117 feet to a 4 inch dogwood in the fence; thence S 57°20' E 146 feet to a point in the fence; thence S 69°30' E 100 feet to a point in the fence; thence S 60°05' E 166 feet to the beginning, containing an area of 37.325 acres more or less.

Being the same property conveyed from Oliver Wood, et al, by Master Commissioner's Deed dated August 12, 1981, and recorded in Deed Book 250, Page 509, Clark County Clerk's Office.

Tract SM-2

Tract One: Beginning at a post corner to Booth and Asa Kidd; thence along Asa Kidd's remaining property n 6°20' E 970 feet to a stake; thence N 4°10' W 485 feet to a stake in Hignite's line; thence along his line S 83°30' W 1605 feet to a stone corner to Booth; thence along Booth's line S 2° 50 E 1465 feet to a stone corner to same; thence N 82°25' E 1468 feet to the place of beginning, containing 51.945 acres of land.

Being the same property conveyed from Sarah Willoughby to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 210, Clark County Clerk's Office.

Tract SM-3

A certain tract or parcel of land in Clark County, Kentucky, lying on the waters of Upper Howards Creek and bounded on the North by lands of Haggard; on the East by Osborne heirs; on the South by Ballard and on the West by Wilson and Portwood, containing 19 acres more or less.

Being the same property conveyed from Lynwood Wiseman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 9, 1979, and recorded in Deed Book 240, Page 305, Clark County Clerk's Office.

Tract SM-4

All that certain tract of land, lying and being in the County of Clark, State of Kentucky located about twelve (12) miles southeast of Winchester, Kentucky, and being on the south side of Kentucky Highway 974 known as the Red River Road on the waters of Bull Run Creek, a tributary of the Kentucky River, and being more particularly described as follows:

BEGINNING at a fence post corner in the line of the old original line common to Leoff Curtis on the north bank of the Bull Run Creek; thence S 75°41' E 142.7 feet to a 24 inch elm on the north bank of said creek, corner to William Sams; thence N 02°21' E at 202.0 feet passing an iron pipe, in all 213.0 feet to a bottle cap in the center of the Red River Road common to William Sams and in the line of John Richardson; thence with the corner of said road N 86°09' W 168.9 feet to a bottle cap in the center of said road, common to Leoff Curtis and in the line of said Richardson; thence S 06°30' E in part with said original line at 11.2 feet passing the fence corner, in all 190.1 feet to the beginning, containing an area of 0.70 acres more or less.

Being the same property conveyed from Mary I. Smith to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 197, Clark County Clerk's Office.

Tract SM-5

Tract 2. Beginning at an Iron Pin at a fence post, said point being on the north side of the entrance to said tract approximately 1400 feet along the passway from Red River Road, a common corner to Richardson, and coordinates of said point being N 134,964.586, E 2,041,472.928 of the Kentucky State Plane Coordinate System – North Zone, thence with the line of Richardson;

1. South 03°08' East 456.46 feet to an Iron Pin at a fence post, thence
2. South 86°37' West 265.99 feet to a set stone, thence
3. South 04°53' West 750.39 feet to an Iron Pin at a fence post, common corner to Scobee and Tract 2, thence with the common division line of Tract 2
4. North 72°00' West 1377.32 feet to an Iron Pin, thence
5. South 85°15' West 190.48 feet to an Iron Pin, thence
6. North 84°13' West 538.58 feet to an Iron Pin, common corner to Scobee and East Kentucky Power, thence with the line of East Ky. Power
7. North 07°38' West 100.22 feet to an Iron Pin at centerline of gas line, thence
8. North 05°43' West 494.51 feet tot a 24" Sycamore, thence
9. North 06°36' West 550.28 feet to an Iron Pin at a fence post, thence
10. South 82°05' East 604.62 feet to an Iron Pin at a fence post, thence
11. North 13°52' East 366.37 feet to an Iron Pin, thence
12. North 12°49' East 216.12 feet to an Iron Pin at a fence post, thence
13. North 79°56' East 622.19 feet to an Iron Pin at a fence post, common corner to East Kentucky Power and Thomas, thence with the line of Thomas
14. South 24°24' East 331.21 feet to an Iron Pin at a fence post, thence
15. South 72°18' East 161.35 feet to an Iron Pin at a fence post on the west side of farm road, thence



16. South 73°43' East 697.64 feet to an Iron Pin at centerline of gas line, thence
17. South 73°16' East 127.89 feet to an Iron Pin at a fence post, common corner to Thomas and Richardson, thence with the line of Richardson
18. South 06°39' East 112.31 feet to an Iron Pin at the centerline of gas line; thence
19. South 04°42' East 281.16 feet to the beginning containing 81.56 acres more or less

Being the same property conveyed from Robert H. Scobee to East Kentucky Power Cooperative, Inc. by Deed dated June 20, 1980, and recorded in Deed Book 245, Page 493, Clark County Clerk's Office.

Tract SM-6

Beginning at a post corner to Asa Kidd and Ira Haggard; thence along Asa Kidd's line N 15°00' E 254 feet to a locust tree; thence N 2°30' W 1435 feet to a post corner to Hignite and Goolman; thence along same S 79°30' W 692 feet; thence S 81°00' W 508 feet to post; thence S 8°00' E 252 feet to post corner to same; thence S 83°30' W 444 feet to post in Hignite's line and corner to Ora Haggard; thence along Haggard's line S 4°10' E 485 feet; thence 6° W 970 feet to post corner to Ora Haggard and Booth and Ira Haggard; thence along Ira Haggard's line N 82°30' E 981 feet to walnut tree; thence N 86°30' E 130 feet to walnut tree; thence N 80°30' E 326 feet to oak tree; thence N 64°30' E 161 feet to a walnut tree; thence N 78°10' E 91 feet to the place of beginning, containing 60.861 acres.

Being the same property conveyed from Harold Willoughby, et al, to East Kentucky Power Cooperative, Inc. by Deed dated January 22, 1980, and recorded in Deed Book 245, Page 539, Clark County Clerk's Office.

Tract SM-7

Lying on the waters of Bull Run Creek. Beginning at a point in William Oliver's line, thence with Oliver's line N45 East about 48 poles to a drain corner to Dr. W. S. Tuttle thence with his line to Mary Burner's line thence with her line down the Creek about 35 poles, thence East with a division line between said Chambers and Watkins to the beginning, containing 15 acres more or less.

Being the same property conveyed from Roscoe Watkins, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 679, Clark County Clerk's Office.

Tract SM-8

A certain tract of land adjoining the Red River Pike in Clark County, Kentucky, and bounded and described as follows:

Beginning at a stone corner on the south margin of said pike, and corner to D. Brock; thence with said Brock's line S 64 ¼° W 352.9 feet to a stone corner to same; thence S 35° W 225.5 feet to a walnut tree, corner to same; thence S 1 ½° W 389.5 feet to a stone corner to said Brock; thence S 31° W 308 feet to a stone corner to said Brock and Osborne; thence N 74 ¼° W 631.7 feet to a stone corner, thence N 24 ¼° W 337.5 feet to a stake, corner to Charlie Oliver; thence N 4° E 363 feet to a stake corner; thence N 11° 25' E 543.2 feet to James Henry; thence 4° 40' E 561 feet to a stone corner and continued in all 570 feet to the middle of said pike; thence with the middle of same N 88° E 265 feet; S 80° E 105 feet; S 68° E 261 feet; S



40° 35' E 252 feet; S 28° E 124.3 feet; S 17 ¼° E 175 feet; thence N 44 ¾° E 200 feet; S 27 ½° E 120 feet; S 40 ½° E 147 feet to the beginning, containing 38.4 acres, more or less of land.

Being the same property conveyed from Grace Thomas to East Kentucky Power Cooperative, Inc. by Deed dated July 25, 1980, and recorded in Deed Book 246, Page 11, Clark County Clerk's Office.

Tract SM-9

Beginning in the center of the Cotton Branch Road; thence along same S 79° 40' E 499 feet; thence along average center of said road, Goolman's line, N 21° 55' E 313 feet; thence N 23° 45' E 200 feet; thence N 12° 30' E 350 feet; thence N 52° 25' E 400 feet; thence N 47° 50' E 200 feet; thence N 62° 10' E 200 feet; thence N 45° E 240 feet; thence N 39° 30' E 272 feet; thence N 59° 10' E 180 feet; thence N 20° 30' E 290 feet; thence N 11° E 175 feet; thence N 02° 50' W 350 feet; thence N 25° E 510 feet; thence North 500 feet, corner to John Todd; thence continuing in the road along Todd's line N 19° 30' E 220 feet; thence N 01° W 106 feet to edge of Howards Creek; thence crossing same N 32° 25' E 230 feet; thence N 25° 20' W 400 feet; thence N 06° 30' E 170 feet; thence N 61° 40' W 310 feet; thence N 45° 10' W 404 feet to gate, corner to Todd; thence S 49° 50' W 50 feet; thence N 57° 10' W 179 feet to corner to Ernest Goolman and H. S. Richardson; thence along their line S 56° 30' W 349 feet; thence S 82° 15' W 48 feet; thence S 39° 40' W 466 feet; thence S 80° 45' W 1152 feet, corner in line of Ora Haggard and Floyd Willoughby; thence S 02° 30' E 972 feet; thence S 15° W 254 feet to corner of Haggard and Willoughby; thence S 10' W 169 feet; thence S 06° 30' W 145 feet; thence S 18° 35' E 304 feet; thence South 127 feet; thence S 16° 30' W 345 feet; thence S 14° E 530 feet; thence S 17° E 400 feet; thence S 50° E 1076 feet to the beginning, containing 199.9 acres, more or less.

Being the same property conveyed from Robert D. Stone, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 11, 1980, and recorded in Deed Book 246, Page 184, Clark County Clerk's Office.

Tract SM-10

Beginning at a stone corner to Elizabeth Quisenberry thirteen links from the center of the pike S 2-3/4° W 129 poles to the Kentucky River; thence down said river binding on the North bank N 80° W 19 poles, S 82° W 30 poles to a stake corner to Oliver; thence with his line N 6-1/2° W 133 poles to a stake in the Allensville Pike; thence with said pike S 4-1/2° E 61.44 poles to the beginning containing 45 acres of land, more or less.

There is excepted herefrom .70 acres previously conveyed to Mary Smith by Deed dated November 20, 1970, recorded in Deed Book 196, Page 77, Clark County Records.

Being the same property conveyed from William T. Sams, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 200, Clark County Clerk's Office.

Tract SM-11

Tract I. A certain tract of land in the Allensville turnpike in Clark County, Kentucky, and bounded as follows: Beginning at a stake corner to the McKinney heirs; thence with their line N 11 ½° E 11 poles to a stone corner to said heirs, N 71 ½° E 40 poles to a stone; thence N 80°

E 28.5 poles to a stone; thence S 2 ½° E 10 poles to a stone; thence S 14° E 32.2 poles to a stone in said piece; thence with same N 84 ¾° W 76.34 poles to the beginning, containing 15 acres, 1 rood, and 29 square poles, more or less.

Tract II. A certain tract or parcel of land in Clark County, Kentucky, at a stake in the Allensville Pike, corner to L. P. Brock land; thence west with the center of said pike to a stake in the Willis Hisle line; thence east with said Hisle line to a stone corner in the said Willis Hisle and L. P. Brock; thence S 2° E 11 poles to the beginning, containing four acres of land, more or less

Being the same property conveyed from John D. Richardson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 4, 1979, and recorded in Deed Book 240, Page 326, Clark County Clerk's Office.

Tract SM-12

A certain tract or parcel of land situated on the Red River Pike in Clark County, Kentucky, about ten miles from Winchester, Kentucky, bounded as follows:

Beginning at a stone on the south side of said pike, corner to L.D. Brock; thence along his line S 1° 30' E 494 feet to a stone corner to same; thence N 80° W 920 feet to a post corner to L. D. Brock and Wm. Osborne; thence along Osborne's line s 4° E 853 feet to a post corner to Osborne; thence S 87° 10' W 267 feet to a stone corner to Osborne; thence S 4° 15' W 747 feet to a post corner to Osborne; thence S 69° 50' E 1216 feet to a stone near a ravine, corner to Wright heirs and Curtis; thence N 30° 33' E 289 feet to a sugar tree corner to R. L. Curtis; thence N 80° E 403 feet to a walnut tree, corner to Curtis; thence S 70° E 180 feet to a walnut tree; thence S 16° 30' E 388 feet to a hackberry tree; thence S 31° 30' E 326 feet to center of Bull Run Creek, corner to Curtis; thence up the average center of creek N 73° 30' E 185 feet; thence N 47° E 256 feet; thence N 63° 30' E 231 feet; thence N 49° E 260 feet to the center of Bull Run Creek; thence N 29° 30' E 350 feet; thence N 18° E 100 feet; thence N 4° 100' W 180 feet; thence along the creek N 32° 30' E 170 feet to center of the pike; thence along the average center of same N 20° W 320 feet; thence N 34° W 470 feet; thence N 52° W 325 feet; thence N 61° W 440 feet; thence N 59° 45' W 260 feet; thence N 21° 30' W 280 feet; thence N 1° 30' E 210 feet; thence N 37° 45' W 310 feet; thence S 75° 30' W 120 feet; thence S 6° 30' W 235 feet; thence S 60° W 380 feet; thence S 81° W 50 feet to the place of beginning containing 131.16 acres of land.

There is excepted from the above described real estate a tract of land containing approximately 1.41 acres for the Brock Cemetery together with the right of ingress and egress thereto which tract of land is located in Clark County, Kentucky, approximately 13.2 miles southeast of Winchester and 1.2 miles southwest of Trapp along Highway 89 and being west of Highway 89 along the Red River Road approximately 2.5 miles, a passway to said tract being approximately 700 feet west of the intersection of Goolman Road and Red River Road and which exception is more particularly described as follows:

Beginning at a set Iron Pin, said point being approximately 1700 feet along the passway from Red River Road and bears North 11° 53' East 156.34 feet from an iron pin/fencepost corner at Scobee, a common corner to Tract 2 (Scobee) and Tract 1 (Richardson Heirs), and coordinates of said point being N 134,661.805, E 2,041,530.076 of the Kentucky State Plane Coordinate System – North Zone, thence with the common division line with Tract 1, N 09° 25' W 132.53

feet to an Iron Pin; thence N 05° 30' E 64.84 feet to an Iron Pin; thence N 43° 22' E 92.44 feet crossing the road to an Iron Pin; thence S 34° 07' E 190.32 feet to an Iron Pin at a fence post, said point being the existing corner of the cemetery tract; thence with the fence line of said cemetery S 73° 37' E 182.92 feet to an Iron Pin at a fence post; thence leaving said fence S 72° 57' East 19.96 feet to an Iron Pin; thence S 15° 21' W 130.15 feet to an Iron Pin; thence N 79° 08' W 20.03 feet to an Iron Pin at a fence post, said point being corner to existing cemetery fence; thence with said fence N 74° 18' W 53.39 feet to an Iron Pin at a fence post; thence S 86° 15' W 36.40 feet to an Iron Pin at a fence post, thence N 66° 36' W 102.81 feet to an Iron Pin at a fence post, said point being a corner to the existing cemetery fence; thence N 79° 19' W 115.15 feet to the beginning containing 1.41 acres, more or less.

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated August 18, 1980, and recorded in Deed Book 246, Page 261, Clark County Clerk's Office.

Tract SM-13

A certain tract of land in the county and state aforesaid and adjoining the Allensville and Mouth of Red River Turnpike, beginning at a point in the center of said pike, and corner to said Farney; thence with the meanders of said pike and with the average middle thereof S 74 ½° E 9.12 poles, S 1/4° E 13 poles, S 32 ½° E 11 poles, S 49 ¼° E 31 poles to a stone near the margin of the metal of said pike, corner to Asa Brock; thence departing from said pike and with a line of said Brock S 2 ½° E 30 poles to a stone, corner to said Brock; thence with a line of same N 81° W 55.4 poles to a stone, corner to Claiborn Brock; thence 22.6 with his line N 74 ¼° W 22.6 poles to a stone corner to said Farney; thence with his line N 30 ¼° E 18.9 poles to a stone; thence N 1 ¼° E 23.6 poles to a walnut; thence N 34-3/4° E 13.6 poles to a stone; thence N 64° E 21.8 poles to the beginning, containing 21 acres, 3 roods and 32 square poles (21.95 acres).

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated April 21, 1981, and recorded in Deed Book 250, Page 183, Clark County Clerk's Office.

Tract SM-14

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: BEGINNING at a stone corner to Lot No. 21; thence east 685 feet to a stone; thence east 423 feet to a stone, corner to Lot No. 4; thence north 177 feet to a hickory tree in A. N. Bush's line, corner to Lot No. 4; thence 917 feet with A. N. Bush's line to an oak tree, corner to Lot No. 2; thence south with agreed line 550 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 1 in the division of the lands of George Osborne, deceased, and devised to his heirs by Will dated November 8, 1899 of record in the Clark County Court Clerk's Office in Will Book 2, Page 94.

Tract 2. A tract of land containing 1-1/2 acres and located on Cotton Branch in Clark County, Kentucky together with the residence thereon and described as follows: BEGINNING at the mouth of a small branch and near the public road; thence up said branch S 78-1/2° E 12.64 poles to a stake; thence N 53-3/4° E 12.64 poles to a stake; thence N 78-1/4° W 12.64 poles to a stake in the center of Cotton Branch; thence down said branch S 52-3/4° W 12.64 poles to the beginning, containing one (1) acre, more or less.

Also another small tract adjoining the aforesaid land and bounded by the lands of Jerry Reeves and Elizabeth Osborne, Nat Tuttle, Mattie Henry and Hannah Henry, and being just enough to straighten the upper line fence of Hannah Henry and Mattie Henry, and containing about one-fourth (1/4) of an acre of land.

Tract 3. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch and bounded as follows: BEGINNING at a hickory tree, corner to Lot No. 3; thence east with A. N. Bush and Amanda Tuttle's line 790 feet to a stone corner to Amanda Tuttle; thence south with Amanda Tuttle and I.N. Tuttle's lines 384 feet to a corner to John Brock; thence with his lines 1346 feet to a stone in the line of Lot No. 3; thence east 423 feet with the line of Lot No. 3 to a stone corner to Lot No. 3; thence north with the line of Lot No. 3 a distance of 177 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 4 in the division of lands of George A. Osborne.

Being the same property conveyed from George N. Osborne, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1981, and recorded in Deed Book 248, Page 184, Clark County Clerk's Office.

#### Tract SM-15

A certain tract of land on the waters of Bull Run Creek in Clark County, Kentucky, on the south side of the Allensville-Red River Road and being more particularly described as follows:

Beginning at a p.k. nail in the centerline of Allensville-Red River Road a corner common to Dewey Barrett, thence meandering with the centerline of said road, S 58° 44' E 133.92 feet to a p.k. nail, S 52° 51' E 138.09 feet to a p.k. nail, S 57° 01' E 65.82 feet to a p.k. nail, S 65° 27' E 75.85 feet to a p.k. nail, S 59° 24' E 45.02 feet to a p.k. nail, S 48° 49' E 119.21 feet to a p.k. nail, S 60° 26' E 40.35 feet to a p.k. nail, S 78° 23' E 46.08 feet to a p.k. nail, S 80° 02' E 98.56 feet to a p.k. nail, S 82° 17' E 99.18 feet to a p.k. nail, S 85° 26' E 103.82 feet to a p.k. nail, S 89° 59' E 59.32 feet to a p.k. nail, N 83° 41' E 54.06 feet to a p.k. nail, S 87° 41' E 39.81 feet to a p.k. nail, S 44° 09' E 32.38 feet to a p.k. nail, S 20° 43' E 32.70 feet to a p.k. nail, S 01° 26' W 32.48 feet to a p.k. nail, S 19° 35' W 38.78 feet to a p.k. nail and S 24° 42' W 53.44 feet to a p.k. nail in the centerline of Red River Road a common corner to Handy; thence with a division line between Tracts 1a and 1b, S 72° 53' W 408.69 feet to an iron pin; thence S 15° 24' E 240.36 feet to an iron pin; thence S 07° 12' W 160.22 feet to an iron pin; thence S 66° 00' W 111.68 feet to an iron pin; thence S 52° 50' W 74.32 feet to an iron pipe in a fence a corner common to tract 1b and Eurell Chambers; thence with said Chambers, N 82° 19' W 910.43 feet to an iron pipe in the fence, a corner common to Barrett; thence N 13° 11' E 801.04 feet to an iron pipe in the fence; thence N 13° 00' E 292.96 feet to the beginning, containing 21.95+/- acres, more or less.

Being the same property conveyed from William E. Merritt, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 711, Clark County Clerk's Office.

#### Tract SM-16

Tract No. 1. Beginning at a point in Howard's Creek corner to Mrs. Sarah Wilcox and William Wilson; thence with a line of William Wilson down the creek S 12.15 W. 4.12 chains to a point on the west side of the creek; thence S 12.52 E crossing the creek 7.43 chains to a point or stone

on the East side of the creek; thence departing from the creek N. 16.45 E. 4.41 chains to a stone in the mouth of a drain; thence up said drain N 76.39 E 6.20 chains to a stone near the top of the hill; thence N 13.08 E 2.90 chains to a stone corner to Mrs. Sarah Wilcox; thence with the old survey S. 89 W 1.50 chains; thence N 84 W 1.10 chains to a mark in a rock in a fall in a branch; thence N 87.30 W 2.50 to a stone; thence N 11 W 2.50 chains; thence S 75 W 3.50 chains to the beginning containing 5.275 acres, more or less.

Being the same property conveyed from Isaac F. McKinney, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 9, 1983, and recorded in Deed Book 258, Page 78, Clark County Clerk's Office.

Tract SM-17

Beginning at a stone corner to Mary Jane Curtis, being a pointer in the center of the Allensville Turnpike Rod; thence with said road binding on the center South 73° East 12 poles; thence S 1° East 12 poles; thence South 29° East 10 poles; thence South 49° East 17.84 poles; thence South 49-1/4° East 13.28 poles; thence South 56° East 1.48 poles to a stake; thence North 59° East 24.28 poles; thence North 5-1/2° East 15.08 poles; thence North 86° East 6.9 poles; thence South 42° East 15.6 poles to a stake in the center of said Pike; corner to Elizabeth Adams; thence with her line North 80-1/2° East 10 poles to a stone; thence North 16° West 50 poles to a stone; thence North 40° West 14 poles to the beginning, containing 22-3/4 acres, more or less.

Also the following described tract or parcel of land situated in Clark County, Kentucky, near the Kentucky River and on the Allensville Pike, near the junction of the Red River and Kentucky River, bounded as follows:

Beginning at a stake corner to Luc J. Devary; thence North 85° 30' East 156 feet to a stake; thence North 31° West 620 feet to a stake; thence South 17° East 567 feet to the place of beginning, containing 1.028 acres, more or less.

Being the same property conveyed from Everett Cecil Johnson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 31, 1980, and recorded in Deed Book 244, Page 617, Clark County Clerk's Office.

Tract SM-18

A certain tract or parcel of land situated in Clark County, Kentucky, about ten miles east of Winchester and on the waters of Upper Howards Creek, and bounded and described as follows: Beginning in the center of old Cotton Branch road, corner to Goolman and Osborne; thence up said road N54°00'E 333 feet; thence N60°00'E 230 feet; thence N83°00'E 180 feet; thence N89°50'E 84 feet; thence N79°00'E 217 feet; thence S78°25'E 110 feet; thence S89°00'E 371 feet; thence N88°15'E 273 feet; thence S79°40'E 452 feet to point in center of road at end of division line and corner to Asa Kidd's remaining property; thence along Kidd's line and division line N0°50'W 1076 feet to post; thence N17°00'W 400 feet; thence N14°00'W 530 feet; thence N16°30'E 345 feet; thence N 127 feet; thence N 18°35'W 304 feet; thence N0°30'E 145 feet; thence N 15°10'E 169 feet to post corner to Asa Kidd and Ora Haggard; thence along Haggard's line S78°10'W 91 feet to a walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S82°30'W 981 feet to post corner to Ora Haggard

and Booth; thence along Booth's line S15°30'W 3016 feet to post corner to Osborne; thence N82°30'E 200 feet; thence N85°00'E 309 feet to post; thence N11°00'E 152 feet to the place of beginning, containing 138.733 acres of land.

Being the same property conveyed from Ira B. Haggard, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, Page 172, Clark County Clerk's Office.

Tract SM-19

A certain tract or parcel of land situated in Clark County, Kentucky, on the Allensville Road and which is bounded on the North by the lands of James W. Tuttle, on the East by the lands of Lena Jones, on the South by the lands of James T. Osborne and by the Allensville Road, and on the West by the lands of Elizabeth Osborne and John Henry; containing 33 acres, more or less.

There is excepted from the foregoing a certain small parcel containing approximately one-fourth of an acre which was conveyed to Mattie Henry, et al, by deed recorded in Deed Book 86, Page 546, Clark County Court Clerk's Office, and reference is made thereto for a description of said exception.

Being the same property conveyed from David M. Haggard to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1978, and recorded in Deed Book 239, Page 335, Clark County Clerk's Office.

Tract SM-20

1. That certain tract or parcel of land situated, lying and being in Clark County, Kentucky, on the Red River Pike and Upper Howard's Creek, about nine miles from Winchester, and bounded as follows:

BEGINNING in the center of said Pike, corner to Charles Oliver, a point opposite a locust tree near a gate and opposite a log house on the north side of the Pike, thence along division line South 43 degrees 30 minutes West 678 feet; thence South 22 degrees 00 minutes East 205 feet; thence South 1 degree 00 minutes East 121 feet; thence 14 degrees 00 minutes West 200 feet; South 64 degrees 00 minutes West 40 feet to an elm tree on the edge of Howard's Creek; thence down the Bank of same South 16 degrees 30 minutes West 254 feet; South 74 degrees 45 minutes West 321 feet; thence South 68 degrees 10 minutes West 114 feet; South 26 degrees 00 minutes West 71 feet; thence South 33 degrees 10 minutes East 228 feet; thence South 45 degrees 30 minutes East 145 feet; thence South 38 degrees 45 minutes East 392 feet; thence South 45 degrees 00 minutes East 224 feet; South 69 degrees 40 minutes East 230 feet; South 32 degrees 30 minutes East 185 feet; South 30 degrees 45 minutes West 118 feet; South 65 degrees 45 minutes West 195 feet; thence South 18 degrees 10 minutes West 63 feet; thence South 15 degrees 00 minutes West 63 feet; thence South 15 degrees 00 minutes East 94 feet; South 13 degrees 45 minutes East 33 feet; South 38 degrees 00 minutes West 125 feet; South 24 degrees 30 minutes East 112 feet; South 60 degrees 45 minutes East 110 feet; South 41 degrees 00 minutes East 238 feet; South 60 degrees 00 minutes West 80 feet; South 72 degrees 30 minutes West 150 feet; thence South 71 degrees 00 minutes West 173 feet; South 73 degrees 00 minutes West 252 feet; South 62 degrees 30 minutes West 310 feet; South 61 degrees 15 minutes West 228 feet; South 78 degrees 00 minutes West 350 feet to the edge of Kentucky River; thence up the Bank of the River South 34 degrees 15 minutes East 113 feet; South 40 degrees 00 minutes East 547 feet; South 41 degrees 30 minutes East 300 feet; South 36 degrees

00 minutes East 300 feet; South 38 degrees 00 minutes East 253 feet; South 34 degrees 00 minutes East 230 feet to Tom Gravett's line; thence leaving the River and along Gravett's line North 64 degrees 00 minutes East 1100 feet; thence North 64 degrees 00 minutes East 1417 feet to a stone corner in Henry Wright's line; thence North 22 degrees 30 minutes West 918 feet to an elm tree, corner to G. W. Osborne; thence North 9 degrees 30 minutes West 200 feet; North 7 degrees 15 minutes West 600 feet; North 6 degrees 00 minutes West 1073 feet; thence South 81 degrees 50 minutes East 604 feet; thence North 13 degrees 15 minutes East 588 feet to a post corner to G. W. Osborne; thence North 79 degrees 45 minutes East 623 feet, corner to J. T. Osborne; thence North 3 degrees 50 minutes East 283 feet; thence North 9 degrees East 286 feet passing J. T. Osborne to a point corner to Devary; thence South 85 degrees 45 minutes West 600 feet; thence South 83 degrees 45 minutes West 182 feet to a post corner to W. G. Devary; thence North 9 degrees 30 minutes West 650 feet to the center of the Red River Pike, corner to Devary; thence along center of said Pike South 72 degrees 30 minutes West 381 feet; South 76 degrees 30 minutes West 266 feet; South 55 degrees 50 minutes West 518 feet; South 78 degrees 45 minutes West 165 feet; thence North 81 degrees 45 minutes West 256 feet; North 71 degrees 30 minutes West 306 feet to the place of beginning, containing 246 acres, more or less. And there is added to the foregoing described land a strip forty (40) feet wide measured from where the line strikes Howard's Creek to Gravett's line, containing five (5) acres.

There is reserved and excepted from said above described land the following described part thereof, to-wit:

Beginning at a point corner to Richardson and Robinson, thence along division line South 8 degrees 50 minutes East 623-5/10 feet to a post, corner to J. A. Carl; thence along Carl's line North 80 degrees 00 minutes 622-5/10 feet to a post, corner to Carl and J. T. Osborne; thence along Osborne's line North 4 degrees 00 minutes East 321 feet; thence North 11 degrees 00 minutes East 248 feet to tree corner to Osborne and W. M. Richardson; thence along Richardson's line South 86 degrees 30 minutes West 783-7/10 feet to the place of beginning, containing 9-361/1000 acres, more or less.

2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River turnpike Road, and bounded and described as follows:

BEGINNING in the center of the Red River Turnpike Road, corner to Mrs. Mary C. Robinson's line; thence around same South 21 degrees 30 minutes East 87 feet to an elm tree on Bank of Creek; thence along the Bank of Creek South 20 degrees 35 minutes West 102 feet to an elm tree; thence South 7 degrees 00 minutes West 100 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 63 degrees 30 minutes West 83 feet to a stake; thence South 76 degrees 10 minutes West 92 feet to a stake; thence North 42 degrees 30 minutes West 156 feet to a stake in the edge of road four (4) feet from a fence; thence along said fence being four (4) feet therefrom North 48 degrees 00 minutes East 126 feet to a stake near where the old scales stood; thence North 50 degrees 00 minutes East 259 feet to the beginning, containing 1-41/100 acres, and being the same property which was conveyed by Clark County Board of Education to Arthur Gravett, of the parties of the first part, by deed dated February 14, 1948, of record in Deed Book No. 134, page 264, Clark County Court Clerk's office. And being the same parcel which was mentioned as an exception in the deed conveying the first above described tract herein in Arthur Gravett and Bettie Gravett.

Said properties hereinabove described are subject to certain Easements conveyed to Tennessee Gas Transmission Company by instruments dated June 17, 1949, of record in Deed Book No. 137, Pages 151 and 208; and October 11, 1956 of record in Deed Book No. 153, page 638, both in the Clark County Court Clerk's office.

Being the same property conveyed from Clyde Gravett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 27, 1979, and recorded in Deed Book 240, Page 541, Clark County Clerk's Office.

Tract SM-21

Tract One. A certain tract or parcel of land situated in Clark County, Kentucky, on upper Howards Creek, and bounded and described as follows:

Beginning at a stone corner to Cyrus Curtis, and James W. Tuttle; thence up the branch and with the line of said Curtis N 36-3/4° E 4 poles; N 81-1/4° E 22 poles; N 45° 20' E 16.44 poles; thence passing over a stone corner to William A. Goolman and with his line S 70° E 38 poles to a stone corner to said William A. Goolman; thence with a division line of same and John T. Goolman N 62° E 156 poles to a stone in J. T. Tuttle's line; thence with his line N 1/2° W 61.5 poles to a notch in rock in branch in the Irvine and Winchester dirt road and corner to T. J. Tuttle; thence down said branch and with the average middle of said road, and binding on the line of said Tuttle N 78-1/4° W 34 poles; N 64-1/4° W 22 poles; N 53° W 18 poles; N 73-1/4° W 18 poles; N 54° W 12 poles; N 72° 9' W 27.64 poles to a stone on the bank of the branch, corner to J. W. Tuttle; thence up said branch and public road, and binding on the line of said J. W. Tuttle S 42° W 11.6 poles; S 20° W 12 poles; S 4° 13' E 28 poles; S 31-1/4° W 10 poles; thence S 10-1/2° W 10 poles; thence departing from said branch S 45-1/2° W 8 poles to a walnut stump in the south margin of said road, and corner to I. N. Tuttle farm; thence with center line of said road binding on the line of J. W. Tuttle, S 75-1/2° W 5.48 poles; S 39-1/2° W 12 poles; S 38° 41' W 10 poles; S 50° W 14 poles; S 59-1/2° W 12 poles; S 44° W 12 poles; S 64° W 5.9 poles to a stone on said J. W. Tuttle's line; thence running with same road and J. W. Tuttle's line S 47° 12' W 14 poles; S 12-1/4° W 23.38 poles; S 22-1/2° W 28.5 poles to a stone in said road, corner to J.W. Tuttle and Milton Conkwright; thence departing from said road and with Conkwright's line S 15-1/2° E 16.64 poles to a place where a bee stump stood; One hundred sixty-five (165) acres, three roods and four poles of land.

Tract Two. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek, and bounded on the north by the land of J. T. Goolman heirs, on the east by the lands of Bell Goolman; on the south by the land of C. M. Curtis' heirs and Eddie McKinney, containing 24 acres, more or less, it being understood and agreed that the west line runs with the division fence between the land herein described, and the land of Eddie McKinney.

Being the same property conveyed from Floyd Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 485, Clark County Clerk's Office.

Tract SM-22

Tract Two. Beginning at a 30 inch sycamore on the north bank of Upper Howards creek, and said point further being S 55°34'W, a distance of 348.73 feet from the end of a rock wall on the southwest side of the White Conkwright Road a corner to lands now or formerly owned by



Ernest Goolman and Robert D. and William Stone; thence, running S 57°25'W, a distance of 77.78 feet, more or less, to a point; thence, running S 48°09'W, a distance of 78.88 feet, more or less, to a six (6) inch maple; thence, running S 38°44'W, a distance of 29.68 feet, more or less, to a 10 inch ash; thence, running S 44°01'W, a distance of 74.55 feet, more or less, to a 16 inch white oak; thence, running S 39°30'W, a distance of 228.56 feet, more or less, to a fence post; thence, running S 80°45'W, a distance of 1141.32 feet, more or less, to a corner fence post; thence, running N 02°35'W a distance of 460.08 feet, more or less, to a corner fence post; thence, running N 79°28'E, a distance of 488.00 feet, more or less, to a 10 inch white oak; thence, running S 34°09'E a distance of 24.34 feet, more or less, to a fence post; thence, running N 65°41'E, a distance of 51.10 feet, more or less, to a 14 inch black oak; thence, running N 79°25'E, a distance of 213.83 feet, more or less, to a 10 inch dogwood; thence running N 76°14'E a distance of 167.20 feet, more or less, to a fence post; thence, running N 81°48'E, a distance of 44.75 feet more or less, to a 26 inch ash; thence, running N 73°26'E, a distance of 269.81 feet, more or less, to the center line of Upper Howards Creek; thence, running S 56°20" and with the creek a distance of 326.24 feet, more or less, to the point of beginning, containing 14.42 acres, more or less.

Being the same property conveyed from Ernest Goolman to East Kentucky Power Cooperative, Inc. by Deed of Clarification dated August 8, 1980, and recorded in Deed Book 246, Page 130, Clark County Clerk's Office.

Tract SM-23

Tract One. A certain tract of land situated on Upper Howards Creek in Clark County, Kentucky, on the County Road about one mile and a half from the turnpike leading to Ruckerville, and bounded as follows: Beginning at corner of the 165 acre tract, in a road and branch; thence along said tract 0° 30' W 32.5 chains to corner in Bull Run Creek; thence up said Creek S 85-3/4° E 6 chains; thence S 72-3/4° E 2.68 chains; thence S 73° E 2.56 chains; thence leaving Bull Run Creek N 88 1/4° E 2.88 chains to fence post, corner to Cal White; thence N 49 1/2° E 7.27 chains to L. & N. right-of-way; thence along said right-of-way N 32° W 1300 feet; thence S 76° W 26 feet; thence N 12° 30' W 500 feet; thence N 28° 30' W 300 feet; thence N 45° W 428 feet to center of public road; thence S 52° 30' W 456 feet to place of beginning, containing approximately 57 acres.

Tract Two. Fifteen acres of hillside land located near, but not contiguous to, Tract One above described. And being a part of the property conveyed to second parties by deed dated April 15, 1930, of record in Deed Book 108, Page 341 in the Clark County Clerk's Office. Second party acquired the interest of H. S. Richardson in the aforesaid deed as shown by Affidavit of Descent of record in Deed Book 168, Page 600, in the Clark County Clerk's Office.

Being the same property conveyed from Ernest Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 482, Clark County Clerk's Office.

Tract SM-24

Tract 3. A certain tract or parcel of land, containing in the aggregate about 58 acres, more or less, and consisting of three tracts adjoining each other, and described as follows:

- A. Beginning at a stone corner to Lot No. 1 in W. S. Tuttle's line; thence with his line and down the creek South 60-1/2 degrees West 22.28 poles; thence South 52-1/2 degrees West 7 poles to a stone corner to Lot No. 4; thence with the line of Lot No. 4 South 48 degrees East 56 poles to a stone corner to Lot No. 3; thence with line of Lot No. 3 North 58-1/2 degrees East 30 poles to a stone corner to Lot No. 1; thence with the line of Lot No. 1 North 48-1/2 degrees West 60 poles to the beginning, containing eleven (11) acres of land, less one (1) acre reserved for graveyard, more or less.
- B. Beginning at a stone corner to J. N. C. Tuttle, and line of A. B. Tuttle; thence with her line North 85 degrees 30 minutes East 6.82 poles to a sugar tree; thence South 72 degrees East 8.54 poles to a stone corner to Susan J. Bush thence with her line North 2-1/2 degrees West 72 poles to a stone, corner to T. J. Tuttle on Bull Run Creek; thence North 87-1/2 degrees West 16 poles; thence North 60 degrees West 29 poles to a stake; thence North 79 degrees West 10 poles to a stake; thence North 75 degrees West 22 poles; thence South 83 degrees West 21 poles to a stone in corner to W. Tuttle's line, and corner to J. A. Tuttle; thence with his line South 37-1/2 degrees East 59.66 poles to a stone corner to J. N. C. Tuttle; thence South 42-1/2 degrees East 60.36 poles to the beginning, containing 28 acres, 2 rood and 9 square poles of land, more or less. EXCEPTING from this tract a small tract of land which was conveyed by Chenault and wife to the L&N Railroad Company by deed recorded in the Clark County Clerk's office in Deed Book 85, Page 318, and Deed Book 87, Page 100, which said deeds are referred to for more particular descriptions of said excluded tracts, which contain 1.35 acres, more or less.
- C. A certain tract of land lying in Clark County, Kentucky, on the waters of Bull Run Creek, bounded as follows: Beginning at a stone, corner to Lot No. 2; thence South 58-1/2 degrees West 69 poles to a stone corner to Lot No. 4; thence South 48-1/2 degrees East 37 poles to a stone, corner to Mose Chambers; thence North 26-1/2 degrees East 2 poles; thence North 47-1/2 degrees East 5 poles to a stone corner in original A. B. Tuttle line; thence North 49 degrees East 11.84 poles; North 72-1/2 degrees East 16.80 poles; North 85 degrees 30 minutes East 58 poles to a stone corner to Lot No. 1; thence with that line North 50-1/2 degrees West 60 poles to the beginning, containing 19 acres of land, more or less.

Tract 4. A certain tract or parcel of land situated in Clark County, Kentucky, near Trapp Post Office near the right-of-way of the L&N Railroad and corner to Chambers; thence along Chambers' line North 08°25' East 483 feet; thence South 87° East 155 feet to a post in the L&N right-of-way; thence along said right-of-way North 8°10' West 160 feet; thence North 9°30' West 100 feet; thence 11°30' West 100 feet; thence North 13°31' West 882 feet; thence North 10° West 223 feet to a post corner to the L&N right-of-way and Goolman; thence along the Goolman line south 80° West 24 feet; thence South 8°30' West 165 feet; thence South 1°30' East 506 feet to a stone; thence North 71° West 140 feet; thence South 86°50' West 1069 feet to a post; thence South 72° 15' West 280 feet; thence South 51°30' West 190 feet to a post, corner to John Watkins and Goolman; thence South 3°30' West 506 feet to a stone fence, corner to Watkins; thence along the Watkins line, North 84°15' East 242 feet; thence South 67°30' East 1282 feet to a post corner to Watkins; thence South 13°45' West 103 feet t a stone on the side of the road, a corner to Chambers and Watkins; thence with the center of said road North 84°15' East 404 feet to the beginning, containing 43.03 acres, more or less.

Said property is subject to a fencing contract with the L&N Railroad Company dated May 21, 1964, of record in Deed Book 172, page 64, of said Clerk's office.

Being the same property conveyed from Herbert Devary, et al, to East Kentucky Power Cooperative, Inc. by Deed dated July 6, 1979, and recorded in Deed Book 241, Page 647, Clark County Clerk's Office.

Tract SM-25

Tract 1. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone in the line of John T. Goolman and corner to Cyrus Curtis; thence with his line south  $11\frac{1}{2}^{\circ}$  west 53 poles S  $15^{\circ} 04'$  east 7.80 poles to a stone corner; thence N  $84^{\circ} 56'$  east 77.8 poles to a stone; thence N  $14^{\circ}$  east 40 poles to an elm tree on the southeast side of Bull Run Creek; thence up said creek as it meanders N  $34^{\circ}$  east 4.68 poles to an elm tree in a line known as the N. C Tuttle line; thence N  $3^{\circ}$  west 20 poles to a stone on the east side of Bull Run Creek; thence N  $33\frac{1}{4}^{\circ}$  west 8.75 poles to a stone corner to Dr. W. S. Tuttle; thence with his line N  $44\frac{1}{2}^{\circ}$  east 18 poles N  $43^{\circ}$  east 15 poles, N  $33\frac{1}{2}^{\circ}$  east 24 poles, N  $61-3/4^{\circ}$  east 36.56 poles to a stone corner to J. T. Tuttle on the southeast side of Bull Run Creek; thence departing from said creek and with T. J. Tuttle's line N  $\frac{1}{2}^{\circ}$  west 51.4 poles to a stone corner to said John T. Goolman S  $62^{\circ}$  west 156 poles to a stone corner to same; thence with John T. Goolman's line N  $70^{\circ}$  west 38 poles to the beginning, containing 100 acres, one rood and four square poles of land.

Tract 2. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone corner to A. Chenault, and running with his line N  $46^{\circ}$  west 56 poles to a stake on the west side of Bull Run Creek, corner to J. Goolman; thence with his line down the creek S  $56^{\circ}$  west 23 poles to a stake corner to same; thence S  $46^{\circ}$  west 6.40 poles to a stake corner to same; thence south  $41^{\circ}$  west 9.8 poles to corner to same; thence S  $56^{\circ}$  west 6.8 poles; thence  $36\frac{1}{2}^{\circ}$  west 21 poles; thence S  $25^{\circ}$  east 20 poles to a point near the creek; thence S  $43^{\circ}$  west 4 poles to a stake; thence S  $18\frac{1}{2}^{\circ}$  east 33 poles; thence S  $8\frac{1}{2}^{\circ}$  east 12.6 poles to a sycamore stump; thence N  $19\frac{1}{2}^{\circ}$  east 21 poles to a stone corner to Mose Chambers; thence N  $69^{\circ}$  east 40 poles to a stone corner to same; thence N  $39\frac{1}{2}^{\circ}$  east 16 poles to the beginning, containing 26 acres and one rood of land.

Tract 3. A certain tract of land in Clark County, Kentucky on Red River Pike and Bull Run Creek about two miles south of the mouth of Red River, and described as follows: Beginning at a stone corner to Mose Chambers and Mrs. Curtis; thence with Mose Chambers' line N  $88^{\circ} 45'$  east 528 feet; thence S  $72^{\circ} 15'$  east 478.5 feet to a stone at Bull Run Creek; thence N  $45^{\circ} 20'$  east 387.4 feet to a stone corner to John Watkins; thence N  $2^{\circ} 15'$  east 136.9 feet to a stone; thence N  $1^{\circ} 35'$  east 462 feet to a stone near the mouth of a branch; thence N  $6^{\circ} 55'$  west 207.9 feet to a stone corner to J. and W. Goolman; thence N  $26^{\circ} 00'$  west 297 feet to an old stump; thence along Goolman's line S  $15^{\circ} 55'$  west 495 feet to a stone; thence along Mrs. Curtis' line S  $05^{\circ} 35'$  east 732 feet to the place of beginning, containing 24.193 acres of land.

Tract 4. Being two parcels of land both situated in Clark County, Kentucky, on the waters of Bull Run Creek, bounded and described as follows, to-wit: (1) Beginning at a stone corner to W. S. Tuttle; thence with the line N  $75\frac{1}{2}$  degrees W 29 poles to a sugar tree; thence N 78 degrees W 26 poles to a stone corner to Mary Bruner and W. S. Tuttle; thence with said Bruner's line S  $19\frac{1}{2}$  degrees W 37 poles to the Allensville Turnpike; thence with said pike binding on the center thereof to said Bull Run Creek; thence up the creek with its meanders to the beginning, containing about ten (10) acres and being the same tract conveyed as recorded in Deed Book 60 page 177 in the Clark County Clerk's office.

Tract 5. (2) A certain tract of land on the waters of said creek adjoining the lands of Cyrus Curtis on the west, Mary Chambers on the east containing twenty (20) acres, more or less, and being the same conveyed to Moses Chambers by Leland Hathaway, as Master Commissioner by deed dated May 29, 1903, recorded in Deed Book 71, Page 638, in the Clark County Clerk's office.

Tract 6. Also a certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek and bounded as follows: Beginning at a stone corner, an oak tree pointer; thence with a division fence of Moses Chambers as it now runs to a coffee bean stump in W. A. Oliver's line thence with his line on the east, south and west to the beginning, containing eight acres, more or less, with a right of passway as allowed to said land in the deed from Moses Chambers to James Robinson, and being the same land conveyed to Vernon Chambers by James Robinson, and wife by deed of dated March 13, 1912, and of record in the Clark County Clerk's office in Deed Book No. 87, page 370.

Tract 7. (2) A certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek, and including all of the land lying on the east side of Bull Run Creek and bounded on the north by the lands of John Watkins, on the east by the land of Ambrose Chenault, on the south by the same land conveyed to Aaron Chambers by Moses Chambers and wife by deed of date January 27, 1917, and of record in the Clark County Clerk's office in Deed Book No. 94, page 414.

Being the same property conveyed from Elwood Devary, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 57, Clark County Clerk's Office.

Tract SM-26

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Red River and bounded and described as follows: Beginning at a stone corner to Mrs. Edith Curtis Warren and D. E. McKinney; thence along D. E. McKinney's line S 75-30' W 970 feet to a Stone on a ridge; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence N 23 E 1100 feet to a post, corner to Goolman and D. E. McKinney; thence S 84 W 93 feet to a point in Goolman's line and corner to W. N. McKinney's original tract; thence along W. N. McKinney's original tract; thence along W. N. McKinney's original tract S 28 W 477 feet; thence S 26 W 184 feet; thence S 23-25' W 700 feet to a post corner to same; thence S 26 W 184 feet; thence S 52 E. 147 feet; thence S 28 W 326 feet; thence N 78 W 104 feet to center of Red River Road; thence along the average center of the said Road S 2-10 W 284 feet to Abner; thence along Abner's lines S 79-50' E 400 feet; thence S 86-10' E 404 feet; thence N 0-15' W 182 feet; thence N 74-45' E 706 feet to a Hackberry tree; thence S 84-14' E 463 feet to a point corner to Abner and Mrs. E. Curtis; thence along her lines N 43-20' E 200 feet; thence N 35 E 183 feet; thence N 19-30' E 1083 feet to the place of beginning, containing 52.2 acres of land.

Tract 2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River Turnpike Road, beginning at a stone in I. N. Tuttle's line on the West side of the branch; thence with the agreed line S 28 W 72 poles to a stone; thence S 44 ¼ W 2 poles; thence S 25 W 4 poles to a stone; thence S 14 ½ W 3 poles; S 20 W 23 poles to a small mulberry bush on the

bank of the branch; thence S 22 W 17 poles to a stake; thence S 32  $\frac{3}{4}$  W 5 poles to a stake; thence S 12 W 14.64 poles to a stake; thence S 37  $\frac{1}{2}$  W 5 poles to a stake; in the bed of the branch; thence departing from the branch with the agreed line S 49 E 10 poles to a stone; thence S 26 W 18  $\frac{1}{2}$  poles to a stone; thence N 82  $\frac{3}{4}$  W 6 poles to a stake in the center of the Allensville Turnpike; thence with the same an agreed to the said Hisle and Cruse; thence with the same and binding original line; thence N 87 W 4.10 poles to a stake in Brock's line; thence N 7 W 19 poles to a stake; thence N 25 W 4 poles to Cruse and Hisle's original corner; thence N 37  $\frac{1}{2}$  E 4 poles to a stake in the pike; thence with same being on the center of Brock's line; thence with his line N 7 W 34 poles to a stake; thence N 84 poles; thence N 32  $\frac{1}{2}$  W 15 poles to a black walnut on the branch; thence with Mrs. L. F. Adams' line and I. N. Tuttle's line N 80  $\frac{1}{2}$  E 74 poles to the beginning, containing 25 acres and 3 roods and 5 square poles of land, excepting all that portion of the land lying on the West side of the Allensville Road, containing between three quarter and one acre.

Tract 3. Beginning at a hickory tree corner to the Chas. W. Brock land; thence with his line S 45 E 33.4 poles to a stone corner to the said Brock; thence S 14 W 27.68 poles to a stone; thence S 13  $\frac{1}{2}$  E 71 poles to a stake on the north bank of the Kentucky River; thence up the same as it meanders N 55  $\frac{1}{2}$  E 15.2 poles; thence N 56 E 25 poles to a stake; thence N 75  $\frac{1}{2}$  E 1.51 poles to a stake; thence departing from said river and with the line of the land formerly owned by S. W. Brock N 6  $\frac{1}{2}$  W 133.56 poles to a stone corner to Wm. A. Oliver; thence with his line S 88  $\frac{1}{2}$  W 16 poles to a stake in John T. Brock's line; thence with his line and Bull Run Creek as it meanders down same S 24 W 10.2 poles; thence S  $\frac{1}{2}$  W 1 poles; thence S 77 W 7.72 poles to a stake; thence S 4 E 65.24 poles to a stone in the south branch of Bull Run Creek; thence S 63  $\frac{1}{2}$  W 8.84 to a stone corner to John T. Brock; thence S 61 W 10 poles; thence S 47 W 12 poles to the beginning, containing 36 acres and 8 poles of land.

Tract 4. A certain tract or parcel of land adjoining the tract above described and bounded as follows: Beginning at a stone corner to the S. W. Brock land and Emily D. Oliver line, S 88  $\frac{1}{2}$  W 16 poles to a stake in Bull Run Creek; thence up the same N 24 E 8 poles to a stake, black locust pointer in John T. Brock's line; thence departing from said creek N 73  $\frac{3}{4}$  E 13.5 poles to a stake in the pike; thence S 6  $\frac{3}{4}$  E 10.5 poles to the beginning, containing 2 roods and 25 square poles of land.

Tract 5. A certain tract or parcel of land adjoining the tracts above described, and bounded as follows: Beginning at a stake in the branch, black locust pointer thence up the same N 24 E 6 poles; thence N 18 W 11.16 poles; thence N 32  $\frac{1}{2}$  E 7.82 poles; thence N 24  $\frac{1}{2}$  W 3 poles; thence east to a stake in center of Allensville pike, corner to Sylvester Dixon; thence along the center of same and with said Dixon's line to a stake in the line of W. A. Oliver containing 1 acre more or less of land.

Tract 6. A certain tract of land situated in Clark County, Kentucky, adjoining the lands above described and bounded as follows: Lot "A" in the report of survey of S. W. Brock's land on file in suit of S. W. Brock's assignee vs. S. W. Brock and C. and beginning at a stone on the Allensville turnpike road corner to Wm. Oliver; thence with his line S 6  $\frac{1}{2}$  E 133 poles to a stake on the bank of the Kentucky River; thence up the river binding on the north bank N 80 E 50 poles to a stake on the river, corner to Mrs. Susan Wilcoxson; thence with her line N 6  $\frac{1}{2}$  W 133 poles to a stone on the pike; thence with same binding on the center N 84  $\frac{1}{2}$  W 11 poles; thence S 77 W 39.4 poles to the beginning, containing 42 acres, 3 roods and 30 square poles of land.

**Tracts 7 and 8. All the right, title and interest of first parties in and to a certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek and bounded and described as follows: Beginning at a line on the east fork of Bull Run Creek; thence S 13° E 31.6 poles to a sugar tree, marked fore and half; thence S 29° W 13.3 poles to a small blue ash tree, corner to Joel Oliver's heirs; thence S 31° W 42 poles to a large beech tree marked fore and half; thence S 39° E 14 poles to a stake in John Martin's line; thence with the division line N 21 ½° E 83 poles to the beginning, containing fifty acres of land, more or less.**

**Also a certain tract or parcel of land situated in the County of Clark and State of Kentucky and bounded and described as follows: Adjoining the tract above described, and bounded on the north by the lands of Henry Wright's widow; on the east by the lands of Asa Brock; on the south by Bull Run Creek and the tract above described and on the west by the Charles Oliver tract of land, now owned by J. M. Stevenson and Haggard, and containing 23 acres, more or less.**

**Being the same property conveyed from Leoff Curtis, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 22, 1979, and recorded in Deed Book 240, Page 50, Clark County Clerk's Office.**

Tract SM-27

**Beginning at a post corner to Asa Kidd and Ira Haggard; thence along Asa Kidd's line N 15°00' E 254 feet to a locust tree; thence N 2°30' W 1435 feet to a post corner to Hignite and Goolman; thence along same S 79°30' W 692 feet; thence S 81°00' W 508 feet to post; thence S 8°00' E 252 feet to post corner to same; thence S 83°30' W 444 feet to post in Hignite's line and corner to Ora Haggard; thence along Haggard's line S 4° 10' E 485 feet; thence 6° W 970 feet to post corner to Ora Haggard and Booth and Ira Haggard; thence along Ira Haggard's line N 82° 30' E 981 feet to walnut tree; thence N 86° 30' E 130 feet to walnut tree; thence N 80° 30' E 326 feet to oak tree; thence N 64° 30' E 161 feet to a walnut tree; thence N 78° 10' E 91 feet to the place of beginning, containing 60.861 acres.**

**Being the same property conveyed from Beulah Barnett, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 214, Clark County Clerk's Office.**

Tract SM-28

**Tract 1A. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester near the waters of Bull Run Creek, on the north side of the Allensville-Red River Road and being more particularly described as follows: Beginning at a P.K. nail in the center of the Red River Road, thence leaving said road with an existing fence;**

1. North 84°24' West and 231.70' to an iron pin;
2. South 88°37' West and 55.92' to an iron pin;
3. South 68°22' West and 180.75' to an iron pin;
4. South 74°11' West and 108.34' to an iron pin;
5. North 66°22' West and 98.50' to an iron pin;
6. North 60°02' West and 434.04' to an iron pin;
7. South 09°52' West and 15.08' to an iron pin;

8. North 87°34' West and 251.97' to an iron pin; Corner to Elwood Devary (formerly) new East Ky RECC, thence with the division line fence;
9. North 04°34' East and 562.02' to an iron pin;
10. North 84°58' East and 244.52' to an iron pin;
11. South 68°37' East and 331.62' to an iron pin;
12. South 67°18' East and 946.22' to an iron pin;
13. South 12°21' West and 104.82' to a P.K. nail in the centerline of Red River Road, thence meandering with the centerline of said road;
14. South 59°24' West and 61.92' to a P.K. nail;
15. South 49°07' West and 59.76' to a P.K. nail;
16. South 39°03' West and 59.59' to a P.K. nail;
17. South 30°59' West and 62.58' to the beginning containing 16.80 +/- acres.

Tract 1C. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester on the waters of Bull Run Creek on the North side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road thence leaving said road;

1. North 05°20' East and 275.30' to an iron pin; in the division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky. RECC, thence with the fence;
2. South 65°24' East and 55.78' to an iron pin;
3. North 65°42' East and 301.38' to an iron pin;
4. North 79°57' East and 86.42' to an iron pin;
5. South 88°25' East and 513.06' to an iron pin;
6. North 01°34' East and 535.56' to an iron pin;
7. North 08°57' East and 69.90' to an iron pin; Corner to Tract 1B thence with the division line of this tract and Tract 1B;
8. North 74°55' East and 335.91' to an iron pin w/steel post;
9. South 17°29' West and 320.01' to an iron pin w/steel post;
10. South 58°33' East and 47.22' to an iron pin w/steel post;
11. North 72°49' East and 50.08' to an iron pin w/steel post;
12. North 46°56' East and 96.99' to an iron pin w/steel post;
13. North 63°12' East and 205.58' to an iron pin w/steel post;
14. North 70°57' East and 396.18' to an iron pin w/steel post;
15. South 46°16' West and 431.17' to an iron pin w/steel post;
16. South 18°19' West and 441.56' to an iron pin w/steel post;
17. South 24°38' East and 280.11' to an iron pin w/steel post;
18. South 66°32' West and 623.92' to an iron pin;
19. South 19°51' West and 279.47' to a P.K. nail in the centerline of Allensville-Red River Road, thence meandering with the centerline of said road;
20. North 80°02' West and 98.56' to a P.K. nail;
21. North 86°12' West and 67.34' to a P.K. nail;
22. North 78°23' West and 46.08' to a P.K. nail;
23. North 60°26' West and 40.35' to a P.K. nail;
24. North 48°49' West and 119.21' to a P.K. nail;
25. North 59°24' West and 45.02' to a P.K. nail;
26. North 65°27' West and 75.85' to a P.K. nail;
27. North 57°01' West and 65.82' to a P.K. nail;

28. North 52°51' West and 138.09' to a P.K. nail;
29. North 58°44' West and 133.92' to a P.K. nail;
30. North 61°42' West and 76.70' to a P.K. nail;
31. North 70°44' West and 73.66' to a P.K. nail;
32. North 81°05' West and 60.83' to the beginning containing 27.32+/- acres.

Tract 1D. A certain tract of land located in Clark County, Kentucky approximately 12+/- miles south east of Winchester, on the waters of Bull Run Creek, on the north side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road, thence leaving said road with an existing division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky RECC,

1. North 04°14' West and 49.80' to an iron pin;
2. North 53°48' East and 31.79' to an iron pin;
3. North 20°34' East and 68.35' to an iron pin;
4. North 00°32' West and 52.33' to an iron pin;
5. North 15°56' West and 60.85' to an iron pin;
6. North 27°29' East and 97.16' to an iron pin;
7. North 14°31' East and 63.85' to an iron pin;
8. North 40°17' East and 36.79' to an iron pin;
9. South 86°17' East and 252.58' to an iron pin;
10. South 61°08' East and 206.81' to an iron pin;
11. South 51°14' West and 102.46' to an iron pin;
12. South 67°00' West and 202.93' to an iron pin;
13. South 01°07' East and 133.91' to a P.K. nail in the center of Allensville-Red River Road thence meandering with the centerline of said road,
14. South 86°13' West and 23.17' to a P.K. nail;
15. South 84°39' West and 260.52' to the beginning containing 3.07+/- acres.

Tract No. 2. A certain tract or parcel of land situated in Clark County, Kentucky, being Lot No. 4 in the division of the lands of Aaron Chambers, and beginning at a point in the Allensville (Winchester and Red River) turnpike road, and in the division line between Lots 3 and 4; thence along the pike S 85 W 290.7 feet; thence along the pike S 39 05' W 552 feet to a corner to W. F. Skimmer; thence S 13 05' W 1798 feet to an old white oak stump; thence S 78 25' E 501 feet to a stone, the division line between Lots 3 and 4; thence along the division line N 31 05' E 2366.5 feet to the place of beginning, containing 25.566 acres of land.

Tract No. 3. A certain tract or parcel of land in Clark County, adjoining Tract No. 2, above described and bounded as follows: Beginning at a stone on the south side of the Winchester and Red River pike, corner to Aaron Chambers; thence S 86 35' W 380 feet; thence S 80 W 364 feet; thence S 6 W 220 feet; thence S 75 30' W 277 feet; thence S 9 E 204 feet; thence S 49 20' E 683 feet; thence N 13 05' E 605 feet; thence N 39 30' E 542 feet to the place of beginning, containing 11 acres and 1 rood of land.

Tract No. 4. A certain tract or parcel of land situated in Clark County, Kentucky, and being Lot No. 3 on the plat of the division of the lands of Lizzie Chambers, deceased, and beginning on the division line of Lots Nos. 2 and 3; thence N 56 0' W 80.8 feet to a point; thence N 81 10' W



233 feet; thence S 85 0' W 161.3 feet to division line between Lots Nos. 3 and 4; thence Leaving the pike and along division line S 13 5' W 2366.5 feet to a stone corner to Lot No. 3; thence S 78 25' E 267 feet to a stone; thence N 76 50' E 100 feet to stone, division line between Lots Nos. 2 and 3; thence along division line N 13 5' E 2372.4 feet to the place of beginning, containing 25.566 acres of land, more or less.

Being the same property conveyed from Dewey Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 14, 1979, and recorded in Deed Book 241, Page 95, Clark County Clerk's Office.

Tract SM-29

All that certain tract or parcel of land lying and being in the County of Clark, State of Kentucky situated about 15 miles southeast of Winchester, Kentucky on the north side of Red River Road and on the waters of Bull Run Creek, a tributary of the Kentucky River and being Parcel No. 2 on the plat of lands of Dewey Barrett and Laura Barrett of record in Plat Book 3, page 36 in the Clark County Court Clerk's Office. Said parcel of land is more particularly described as follows: BEGINNING at a point in the center of Red River Road opposite a set stone on north side of said road common to Dewey Barrett and Tract No. 4 of said Barrett; thence N 04° E 134.1 feet crossing a branch and a drain to a set stone on north edge of said drain; thence N 72° 07' E 203.0 feet crossing said drain to a set stone on southeast edge of said drain; thence N 57° 48' E 103.0 feet crossing said drain to a fence post-corner common to Dewey Barrett and Elwood Devary; thence S 10° 49' W 275.1 feet crossing said drain to a point in center of Red River Road opposite a 12" black walnut on north side of said road common to Dewey Barrett and said Tract No. 4 of Barrett's; thence with center of Red River Road N 82° 13' W 83.8 feet; thence N 86° 53' W 155.0 feet to the place of beginning, containing an area of 1.10 acres more or less.

Being the same property conveyed from Clyde Douglas Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 113, Clark County Clerk's Office.

Tract SM-30

A certain tract of land located generally in Clark County, Kentucky, at the end of the Midway Road and being located on the west side of the L&N Railroad and more particularly described as follows:

Beginning at a point located in the R/W of the L&N Railroad and the centerline of the old Midway Road, thence with the center of the old road bed and the division line of Goolman and Stone

1. South 43°16' West and 146.39 feet; thence
2. South 46°45' West and 292.66 feet; thence
3. South 88°05' West and 56.71 feet; thence
4. North 73°12' West and 255.31 feet; thence
5. North 86°23' West and 191.01 feet; thence
6. North 65°15' West and 282.76 feet; thence
7. North 70°33' West and 142.56 feet; thence
8. North 49°41' West and 150.35 feet; thence

9. North 57°04' West and 211.23 feet; thence
10. North 82°46' West and 117.87 feet; thence
11. North 63°54' West and 192.40 feet; thence
12. North 52°46' West and 156.92 feet; thence
13. North 72°26' West and 328.55 feet; thence
14. North 57°46' West and 86.40 feet; thence
15. North 28°10' West and 114.62 feet; thence
16. North 02°38' West and 276.32 feet; thence
17. North 03°43' West and 208.03 feet; thence
18. North 18°59' East and 192.37 feet; thence
19. North 08°50' East and 177.57 feet to a 12" Maple, said point common to Stone and Tract 1, thence leaving the center of said road, corner to Stone, and with the division line of Tract 1
20. North 47°55' East and 258.64 feet to a 26" Elm, thence
21. North 61°44' East and 94.22 feet to a iron pin, thence
22. North 72°03' East and 93.91 feet to a iron pin, thence
23. North 80°33' East and 152.69 feet to a iron pin, thence
24. South 86°23' East and 222.44 feet to a fence post, thence
25. North 42°53' East and 164.56 feet to a fence post, thence
26. North 50°24' East and 169.02 feet to a fence post, thence
27. North 68°01' East and 79.56 feet to a fence post, thence
28. South 65°00' East and 209.66 feet to a point in the west R/W of L&N Railroad, thence with the R/W of the Railroad
29. South 02°58' West and 456.12 feet; thence
30. South 16°03' East and 488.68 feet; thence
31. South 30°06' East and 332.96 feet; thence
32. South 38°35' East and 170.40 feet; thence
33. South 44°24' East and 167.22 feet; thence
34. South 52°01' East and 311.36 feet; thence
35. South 56°06' East and 353.82 feet to the beginning containing 60.63 acres more or less.

Being the same property conveyed from Woodrow Crow, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 24, 1979, and recorded in Deed Book 240, Page 465, Clark County Clerk's Office.

Tract SM-31

Tract One. A certain tract of land situated in Clark County, Kentucky on the waters of Cotton's Branch, to-wit: Beginning at a stone corner to Lot 1, thence East 547 feet with John Brock's line to stone in said John Brock's line; thence North with an agreed line 550 feet to an oak tree in A. N. Bush's line; thence West with his line 680 feet to a stone corner in Hampton's line; thence South with Hampton's line 355 feet to a stone corner to Lot #1; thence East 100 feet to a stone corner to Lot #1; thence South E 275 feet to a stone corner to Lot #1; thence South 124 feet to the beginning containing five (5) acres, more or less, of land. This being Lot #2 in the division of the lands of George H. Osborne, deceased, and devised to his heirs by Will dated November 8<sup>th</sup>, 1889 and of record in the County Clerk's Office of Clark County, Kentucky in Will Book 2, Page 94.

Tract Two. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: Beginning at a stone corner in Hampton old line on the south side of the branch; thence East 131 feet to a stone corner to Racy Wright; thence North 100 feet, more or

less to a stone in Lot No. 2 of the division of the lands of George H. Osborne; thence in a northwesterly direction 275 feet to a stone, corner to Lot No. 2; thence West 100 feet, more or less, to a stone corner in Hampton line; thence south with said Hampton's line to the beginning, containing one acre more or less, and being Lot No. 1 in said division.

Being the same property conveyed from Oliver M. Chism, et al, to East Kentucky Power Cooperative, Inc. by Deed dated February 15, 1979, and recorded in Deed Book 239, Page 541, Clark County Clerk's Office.

Tract SM-32

A certain tract or parcel of land lying and being in Clark County, Kentucky, on Upper Howards Creek and bounded and described as follows, to-wit:

Beginning in center of branch road, corner to Asa Kidd; thence up said road N 54° E 333 feet; thence N 60° E 230 feet; thence N 83° E 180 feet; thence N 89° 50' E 84 feet; thence N 79° E 218 feet; thence N 78° 25' E 110 feet; thence N 89° E 371 feet; thence N 88° 15' E 273 feet; thence S 79° 40' E 951 feet to corner to Goolman; thence along his line S 26° 15' E 100 feet; thence S 15° 15' E 245 feet; thence S 36° 30' E 256 feet to a stone corner to Mrs. Curtis; thence down branch S 32° 10' W 300 feet; thence S 45° 15' W 236 feet; thence S 33° 30' W 240 feet; thence S 29° 15' W 191 feet to tree, corner to J. W. Goolman; thence along his line N 7° W 141 feet to sugar tree; thence N 58° 45' W 784 feet to walnut tree; thence N 84° W 1355 feet to a stone corner to J. W. Goolman; thence N 22° 45' W 250 feet; thence N 19° 15' W 140 feet; thence N 18° 15' W 160 feet to the place of beginning, containing approximately 61 acres of land.

Being the same property conveyed from Melvin Agee, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, page 170, Clark County Clerk's Office.

351. All that tract of property comprising the site of the East Kentucky Power Cooperative, Inc. Headquarters complex and being more particularly described as follows:

Tract H-1

All of that certain tract or parcel of land situated in Clark County, Kentucky, on the Winchester-Lexington Turnpike, U.S. Highway #60, about 4-1/2 miles west from Winchester, and more particularly bounded and described as follows:

BEGINNING at a point in the south property line of said tract, said property line also being the north right-of-way line of U.S. Highway #60 and said point also being forty (40) feet left (north) and opposite approximate station 114 + 08.94 of said Highway; thence running North 63°20'26" West along said right-of-way forty (40) feet left (north) and parallel to the center line of said Highway for a distance of 1153.24 feet, more or less, to a point in said right-of-way, said point being forty (40) feet left and radially opposite approximate station 102 + 55.7 of said Highway; thence continuing in a northwesterly direction along said right-of-way line forty (40) feet from and parallel to a 1° curve on the center line of said Highway for a distance of 547.16 feet, more or less, to a point in said right-of-way, said point also being forty (40) feet left and radially opposite approximate station 97 + 12.4 of said Highway; thence running North 68°46'26" West

along said right-of-way forty (40) feet from a parallel to the center line of said Highway 144.9 feet, more or less, to a point in said right-of-way, said point also being forty (40) feet left and opposite approximately station 95 + 67.5 of said Highway, and said point also being in the west property corner between the parties of the first part herein and the property now owned by the Lizzie Van Meter heirs; thence running North 0°58'34" East along said property line 2172.5 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running South 87° 40' 26" East along said property line 645 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running North 4° 52' 34" East along said property line 1146 feet, more or less, to a point in said property line, said point also being in the south right-of-way line of Interstate Highway I-64, and said point further being 130 feet right (south) and radially opposite approximate station 558 + 97 of said Highway; thence running southeasterly along said right-of-way line 130 feet right (south) and parallel to a 0° 30' curve on center line of said Highway for a distance of 695 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 566 + 00 of said Highway; thence running South 62° 13' 01" East along said right-of-way line for a distance of 691.95 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 573 + 00 of said Highway; thence running southeasterly along same said right-of-way line 130 feet right and parallel to a 0° 30' curve on the center line of said Highway for a distance of 578.66 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and opposite approximate station 578 + 85.30 of said Highway; thence running South 57° 32' 26" East along said right-of-way for a distance of 660.4 feet, more or less, to a point in said right-of-way, said point also being a corner to the parties of the first part herein and that of the property formerly owned by J. Scott Judy; thence running South 10° 22' 34" West along said property line 230 feet, more or less, to a point in said property line, said point also being corner to property formerly owned by J. Scott Judy; thence running South 28° 57' 34" West along said property line 2950 feet, more or less, to the point of beginning, containing 179 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Earl L. Boyles and Margaret K. Boyles, husband & wife, by deed dated September 30, 1965, and recorded in Deed Book 175, Page 594; and from H. L. Spurlock and his wife, Ida Spurlock, by deed dated May 15, 1974, and recorded in Deed book 214, Page 104, both documents of record in the Clark County Clerk's Office.

#### Tract H-2

Beginning at a point (corner fence post) in the north right of way line of U.S. Highway #60 and said point also being 40 feet left (north) and opposite approximate highway station 107 + 02.94, said point also bears North 63°20'26" West 706 feet more or less of a property corner between the lands of East Kentucky Rural Electric Cooperative Corporation and Scott Judy; thence running North 20°09'04" East a distance of 628 feet more or less to a point (iron pin); thence running North 69°50'56" West a distance of 172.90 feet more or less to a point (iron pin); thence running South 21°30'09" West a distance of 606.50 feet more or less to a point (iron pin); said point also being in the north right of way line of U.S. Highway #60 and being 40 feet left (north) and opposite approximate highway station 105 + 14.74; thence running South 63°20'26" East along

said Highway right of way 40 feet left and parallel to the center line of said Highway for a distance of 188.20 feet more or less to the point of beginning, and containing 2.552 acres more or less.

Being the same property conveyed from H. L. Spurlock, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 15, 1974, and recorded in Deed Book \_\_\_\_, Page \_\_\_\_\_, Clark County Clerk's Office.

352. All that tract of property known as the William C. Dale Electric Generating Plant, located at Ford, Kentucky, the parcels of which are more particularly described as follows:

Tract D-1

Tract No. 1. Beginning at a point in Coleman Kindred's line, said point being N 5-22 E 29.7 feet from a large elm tree; thence with said Coleman Kindred's line S 62-42 E 346 feet to a fence post corner to Morris Amster; thence with said Amster's line S 5-23 E 594 feet to an angle in said line; thence with same S 5-22 W 321 feet to a point at the intersection of lots 11 and 12 of the Asher Lumber Company Addition; thence with the line of said Addition S 41-50 W 912 feet to an iron pin in the center of the road leading from Ford to Boonesborough; thence with the average center of said road N 0-19 E 50 feet; N 31-13 E 398.5 feet; N 14-05 E 153.5 feet N 5-50 E 562.7 feet; N 6-47 W 197 feet; N 15-38 W 224 feet; N 3-03 W 247 feet to an iron pin the center of the road corner to Alex Vaughn and Coleman Kindred; thence said Kindred's line S 83-23 E 77.5 feet to the beginning, containing 10.18 acres.

Tract No. 2: Beginning at iron in the center of the road leading from Ford to Boonesborough corner to Coleman Kindred and Alex Vaughn; thence with said Vaughn's line N 83-23 W 184 feet to a point in the flow and at the river when the water is 9/10 feet deep on the dam; thence up the river with said flow lie S 27-20 W 417 feet; S 34-40 W 389 feet S 27-20 W 282.5 feet; S 38-55 W 250 feet; S 26-08 W 194.6 feet; S 13-15 W 230 feet S 4-03 W 386 feet S 2-36 W 211.5 feet S 13-08 E 477.5 feet to a point 55 feet from the center line of the L & N Railroad and on the North side thereof; thence parallel with said center line 55 feet therefrom N 78-30 E 584.5 feet N 79-00 E 87.5 feet N 83-12 E 137 feet; thence S 6-48 E 5.0 feet; thence parallel with said center line and 50 feet therefrom S 87.45 E 124 feet to a point in said right of way line and corner to Florence Howard; thence departing from the railroad and with the line of Florence Howard N 20-05 W 150 feet N 58-00 E 55 feet to an iron pin the street line; thence N 20-15 W 531.2 feet to an iron pin in the center of the road leading from Ford to Boonesborough and corner to tract number one; thence with the line of tract No. 1 said line being the average center of the road to Boonesborough; N 0-19 E 50 feet N 31-13 E 398.5 feet N 14-05 E 153.5 feet N 5-50 E 562.7 feet N 6-47 W 197 feet N 15-38 W 224 feet; N 3-03 W 247 feet to the beginning, containing 43.98 acres.

Being the same property conveyed to East Kentucky RECC from Russell Grant, as Special Commissioner of the Clark County Court for and on behalf of Florence Howard by Deed dated November 20, 1951 and recorded in Deed Book 143, Page 101.

Tract D-2

Also, being the following described real estate in or near Ford, Clark County, Kentucky, on the west side of the Ford-Boonesboro Road and on the north side of the L. & N. right-of-way, more particularly described as follows (new survey):

Beginning at an iron pipe in the west margin of the Ford and Boonesboro Road in the line of East Kentucky Rural Electric Cooperative Corporation; thence with the said margin of said road S 35 43 E 80.4 feet to a fence post; thence S 22 43 E 91.9 feet to a fence post; thence S 00 29 W 57.5 feet to a stake in the said margin of said road in the north right-of-way fence of the L. & N. Railroad; thence N 82 06 W 68.4 feet to a stake in said right-of-way fence, a corner to East Kentucky Rural Electric Cooperative Corporation; thence with said Corporation N 19 59 W 152.2 feet to a stake; thence N 58 06 E 55 feet to an iron pipe; thence N 20 09 W 27.8 feet to the place of beginning, containing 0.30 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Florence Howard, widow by Deed dated December 12, 1951, and recorded in Deed Boo 143, Page 188, Clark County Court Clerk's Office.

Tract D-3

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Virgil McClanahan, Ollie B. Warner and George Holland, Trustees of the Free Pentecost Church of Riverside dated October 3, 1952 and recorded in Deed Book 144, Page 611;

Tract D-4

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from E. M. Vanderpool and Lora Vanderpool, his wife, dated October 3, 1952 and recorded in Deed Book 145, Page 83;

Tract D-5

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Ida M. Maupin, unmarried, dated October 3, 1952 and recorded in Deed Book 144, Page 610;

Tract D-6

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Robert Thompson, John Nickels and Watson Warner, Trustees of the Christian Church of Ford, dated January 23, 1954 and recorded in Deed Book 147, Page 319.

Tract D-7

Also, a tract or parcel of land at Ford, in the County of Clark, State of Kentucky, and being more particularly described as follows:

Beginning at a point in Grantor's north right of way line, fifty six and three tenths (56.3) feet northwardly along a radial line from a point in the center line of the southbound main track of the Cincinnati Division, formerly the Kentucky Division of the railroad of the Grantor at Valuation Station 5644/31, which point is one hundred forty and nine tenths (140.9) feet measured eastwardly along said center line of southbound main track from Mile Post 107 from Cincinnati; Ohio; thence eastwardly along Grantor's north right of way line a distance of two hundred forty six and five tenths (246.5) feet to a point opposite Valuation Station 5640/48; thence southwardly along Grantor's right of way line a distance of five (5) feet to a point; thence eastwardly along said Grantor's north right of way line a distance of eighty three (83) feet to a point, said point being seventy four and three tenths (74.3) feet northwardly along a radial line from a point in said center line of southbound main track at Valuation Station 5639/69; thence westwardly a distance of two hundred twenty seven (227) feet to a point, thirty five and eight tenths (35.8) feet northwardly along a radial line from a point in said center line of southbound main track; thence in a northwesterly direction turning an angle of  $71^{\circ} 25'$  to the right a distance of eighteen and two tenths (18.2) feet to a point; thence westwardly turning an angle of  $76^{\circ} 34'$  to the left a distance of one hundred sixty one (161) feet to a point, thirty four and nine tenths (34.9) feet northwardly along a radial line from a point in said center line of southbound main track; thence northwestwardly turning an angle of  $17^{\circ} 10'$  to the right a distance of eighty five (85) feet to the point of beginning, containing twenty four hundredths (0.24) acre, more or less.

Being the same property conveyed to East Kentucky RECC from Louisville & Nashville Railroad Company by Deed dated December 28, 1956, and recorded in Deed Book 202 at page 86.

Tract D-8

Also, all that part of a certain tract or tracts of land lying on the south side of the Ford Four Mile Road and being in Clark County, at Ford, Kentucky, and being more particularly described as follows, to-wit:

Beginning at a point in the centerline of the Ford-Four Mile Road and said point being directly opposite the north gatepost in the property line between the party of the first part and the property now owned by Troy E. Childers and Henry Wrenn, and said point further being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running  $S 57^{\circ} 48' E$  along the centerline of the Ford-Four Mile Road for a distance of 326.8 feet more or less, to a point in the centerline of said road; thence, continuing along the centerline of the same said road  $S 79^{\circ} 40' E$  69.0 feet; thence,  $N 80^{\circ} 08' E$  71.2 feet, thence,  $N 58^{\circ} 22' E$  228.0 feet; thence,  $N 52^{\circ} 57' E$  196.0 feet; thence,  $N 44^{\circ} 51' E$  128.0 feet; thence,  $N 38^{\circ} 50' E$  742.0 feet; thence,  $N 36^{\circ} 01' E$  416.0 feet, thence  $N 32^{\circ} 53' E$  187.0 feet; thence,  $N 35^{\circ} 09' E$  646.0 feet; thence,  $N 38^{\circ} 44' E$ , a distance of 173.7 feet to a point in the centerline of the same Ford-Four Mile Road and said point also being directly opposite the north headwall of an existing culvert under said road; thence, running  $S 53^{\circ} 52' E$ , a distance of 60.0 feet, more or less, to a point in the low waterline of the Kentucky river; thence, running downstream along said low waterline  $S 42^{\circ} 35' W$ , a distance of 179.1 feet to a point in said low waterline; thence, continuing downstream along the same said low waterline of the Kentucky River  $S 35^{\circ} 57' W$  644.6

feet; thence, S 30° 29' W 189.6 feet; thence, S 32° 53' W 420.0 feet; thence, S 38° 52' W 749.1 feet; thence, S 44° 32' W 138.0 feet; thence, S 43° 48' W 463.8 feet; thence, S 47° 02' W 292.7 feet; thence, S 56° 57' W 304.8 feet; thence, S 66° 11' W 163.8 feet; thence S 86° 12' W 165.0 feet; thence, N 75° 43' W 84.1 feet; thence, N 61° 21' W 276.9 feet, thence, N 47° 29' W 366.5 feet; thence, continuing downstream along the same said low waterline of the Kentucky River, N 33° 49' W for a distance of 284.4 feet, more or less, to a point in said low waterline and said point also being a point in the south right-of-way line of the Louisville & Nashville Railroad Company and said point further being 306.6 feet from (south) and at right angles (90°) to the centerline of said Louisville & Nashville Railroad Company's northbound main track at location Station 5646+07.9; thence, running N 65° 43' E along the south right-of-way line of the Louisville & Nashville Railroad Company for a distance of 160.2 feet to a point in said right-of-way line; thence, running N 64° 40' E along same said right-of-way line, a distance of 574.0 feet, more or less, to a point in said right-of-way line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running S 36° 42' E along the property line of said Childers and Wrenn for a distance of 353.9 feet, more or less, to a point in said property line; thence, continuing along same property line S 40° 21' E a distance of 57.5 feet to a point in said property line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by the same said Childers and Wrenn; thence, running N 44° 45' E along said property line 202.5 feet, more or less, to the point of beginning; containing 22.93 acres, more or less.

Excepted from the above described tract of land are two (2) strips of land totaling approximately 1.12 acres for roadway purposes for a total area of approximately 21.81 acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Delena Rowland, an unmarried woman, by Deed dated September 21, 1974, and recorded in Deed Book 216 at page 464.

#### Tract D-9

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, and said parcel being more particularly described as follows, to wit:

Beginning at a railroad spike in the center of the Ford and Four Mile Road a corner to Ray Rowland; thence with center of said road N 43° 21' W 91.6 feet to a railroad spike; thence N 17° 15' W 103.4 feet to a railroad spike in the center of said road, a corner to L & N Railroad Company; thence with said Railroad S 84° 39' W 206.1 feet to a point in the fence thence S 75° 40' W 30.6 feet to a stake in the fence, a corner to Ray Rowland in the line of the Railroad; thence with said Rowland S 32° 40' E 348.7 feet to a point in the fence; thence S 34° 45' E 56.5 feet to a fence post; thence N 50° 13' E 198.3 feet to the place of beginning, containing an area of 1.53 acres, more or less.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Troy E. Childers, et al by Deed dated June 27, 1975, recorded in Deed Book 219, Page 692.



There is excepted from the above described property that property conveyed by East Kentucky Rural Electric Cooperative Corporation to the Commonwealth of Kentucky for the use and benefit of the Department of Highways by Deed dated September 9, 1965 and recorded in Deed Book 175, Page 507.

Tract D-10

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

A certain house and store building located in the town of Ford, Clark County, Kentucky, and Lots 4, 5, 6, 7 and 8 in Block 1 of the Asher Lumber Company Addition as of record in the Clark County Court Clerk's office in Deed Book 57, pages 554 and 545.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Darrell Estes, et ux, by deed dated May 14, 1993, and recorded in Deed Book 313, page 694.

Tract D-11

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

Beginning at an iron pin in the existing right-of-way of CSX Transportation, Inc. (formerly L&N Railroad), located South 86°17'37" East 85.00 feet from a point 56.3 feet north of and perpendicular to south bound station 5644+31 and corner to East Kentucky Power Cooperative Corporation, thence with the existing right-of-way and East Kentucky Power Cooperative Corporation;

North 76°32'23" East 161.00 feet to an iron pin, thence;

South 26°53'40" East 181.20 feet to an iron pin, thence;

North 81°41'23" East 227.00 feet to an iron pin, thence;

With a curve to the right, having a radius of 1005.366 feet, a length of 189.877 feet and a chord of South 78°44'23" East 189.59 feet to an iron pin in the existing right-of-way of Ford Road, twenty feet from the average center, thence leaving East Kentucky Power Cooperative Corporation with CSX Transportation, Inc. and the right-of-way of Ford Road twenty feet from the average center;

South 11°21'28" East 28.13 feet to an iron pin, 30 feet north of average centerline of CSX Transportation Track #634;

A curve to the left, having a radius of 2028.90 feet, a length of 152.858 feet, and a chord of North 83°51'53" West 152.82 feet to an iron pin, thence;

North 85°49'25" West 97.68 feet to an iron pin, thence;

A curve to the left, having a radius of 1303.57 feet, and length of 331.826 feet, and a chord of South 86°41'04" West 330.93 feet to an iron pin, thence;

North 10 36'21" West 6.35 feet to the beginning, containing 0.34± acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from CSX Transportation, Inc. by deed dated January 4, 1994 and recorded in Deed Book 319 at page 315.

All deeds conveying Tracts D-1 through Tract D-11 are of record in the Clark County Clerk's Office.

Property Added as of 8/31/04

353. All that tract of property known as the Hardwick's Creek Substation, located at Powell County, Kentucky, along Hwy #2001 (Spout Springs Road) and along the waters of Hardwicks Creek, and more particularly described as follows:

Being at an iron pin set 25 feet northeast of centerline of Ky Hwy 2001, (a 5/8" x 18" iron pin with an orange plastic survey cap bearing HUPP P.L.S. #3623 as will be typical for all set corner monuments), said pin being on the east right-of-way of KY Hwy 2001, being approximately 0.5 miles northwest of the intersection of KY Hwy 2001 and KY Hwy 1057, near the community of Vaughns Mill, in Powell County, Kentucky, said pin also being the Southwest Corner of Shirley Bolduc (Daughter of the late Grover and Mallie D. Barnett, D.B. 47, Pg. 25), and being the Northwest Corner of the Parent tract of Glenda and Rondell Rountree (D.B. 100, Pg. 05); Thence with the division line between Bolduc and the Parent tract N59°09'17"E - 489.17 to an iron pin set, said pin being the true POINT OF BEGINNING for this Description, and being the Northwest Corner of the parcel being created; Thence with new lines to parent tract the following 4 courses: S30°50'42"E - 40.00' feet to an iron pin set, S30°50'42"E - 185.00 feet to an iron pin set, said pin being the Southwest Corner of the parcel being created, N59°09'18"E - 250.00 feet to an iron pin set, said pin being the Southeast Corner of the Parcel being created, and N30°50'42"W - 225.00 feet to an iron pin set, said pin being the Northeast Corner of the Parcel being created and being on the line of Shirley Bolduc as referenced above; Thence with the line of Bolduc, S59°09'18"W - 250.00 feet the Point of Beginning and containing 1.291 acres by survey.

Being a portion of the same property conveyed to Glenda Roundtree and Rondell Roundtree (presently deceased), her husband, as joint tenants with rights of survivorship, from Dallas Clark and Vicki Clark, his wife, by Deed dated June 04, 1987, of record in Deed Book 100, Page 5, recorded in the Powell County Clerk's Office.

Also, for and in the same consideration as set forth above, the Grantor further grants and conveys to the Grantee, a passway easement, forty (40) feet wide, for ingress and egress to and from the property conveyed hereby, said easement being more particularly described as follows:

Beginning at an iron pin set 25 feet northeast of centerline of KY Hwy 2001, (a 5/8" x 18" iron pin with an orange plastic survey cap bearing HUPP

P.L.S. #3623 as will be typical for all set corner monuments), said pin being in the east right-of-way of KY Hwy 2001, being approximately 0.5 miles northwest of the intersection of KY Hwy 2001 and KY Hwy 1057, near the community of Vaughns Mill, in Powell County, Kentucky, said pin also being the Southwest Corner of Shirley Bolduc (Daughter of the late Grover and Mallie D. Barnett, D.B. 47, Pg. 25), and being the Northwest Corner of the Parent tract of Glenda and Rondell Rountree (D.B. 100, Pg. 05), said pin being the true POINT OF BEGINNING for this description; Thence with the division line between Boduc and the parent tract N59°09'17"E – 489.17 to an iron pin set, said pin being the Northeast Corner of the easement being created and being the Northwest Corner of the above described property, as created this day; Thence leaving the line of Shirley Bolduc and with the line of the above described property, S30°50'42"E – 40.00 to an iron pin set, said pin being the Southeast Corner of the easement being created; Thence leaving the line of the above described property and across the Parent tract, S59°09'17"W – 477.63 to an iron pin set, said pin being on the east edge of right-of-way of KY Hwy 2001, 25.00 feet from Centerline; Thence with the east edge of Right-of-Way N46°55'53"W – 41.63 feet to the Point of Beginning and containing 0.444 acres by survey.

Being across a portion of remaining property conveyed to Glenda Rountree and Rondell Roundtree (presently deceased), her husband, as joint tenants with rights of survivorship, from Dallas Clark and Vicki Clark, his wife, by Deed dated June 04, 1987, of record in Deed Book 100, Page 5, recorded in the Powell County Clerk's Office.

354. All that tract of property known as Miller Hunt Substation, located in Clark County, Kentucky, along Miller Hunt Road, approximately 0.3 miles North of the intersection of Miller Hunt Road and KY Hwy 15, and more particularly described as follows:

BEGINNING at an iron pin found PLS#2505, said pin being 40.5' North of the Centerline of Miller Hunt Road in Clark County, Kentucky and being approximately 0.3 miles north of the intersection of Miller Hunt Road and KY Hwy 15, said pin being the Southeast Corner of the Parent Tract of Donald and Judith Bellamy (Tract 1, D.B. 303, Pg. 389) and the Southwest Corner of Dueville R. Watson (D.B. 380, Pg. 585); Thence leaving the edge of right-of-way and with that common line of the Parent Tract and Watson and also with the East Edge of a 50' Permanent Access Easement also being created this day the following three (3) courses: N20°04'23"E – 443.61 feet, N19°59'46"E-33 – 332.35 feet and N19°12'24"E – 59.14 feet to an iron pin set (5/8" x 18" iron pin with orange plastic survey cap bearing P.L.S.#3623 set as will be typical for all set corner monuments), said pin being the POINT OF BEGINNING for this description; Thence leaving the line of Watson and with new lines and corners to the parent tract N80°30'56"W – 50.73 feet to an iron pin set, said pin being the Northwest Corner of said 50' Permanent Access Easement, N80°30'56"W – 199.27 feet to an iron pin set, said pin being the Southwest Corner of the Tract being created, N19°12'25"E – 225.00 feet to an iron pin set, said pin being the Northwest Corner of the Tract being created, and S80°30'56"E – 250.00 feet to an iron pin set on the line of Dueville Watson (D.B. 380, Pg. 389), said pin being the Northeast Corner of the Tract being created and a new corner of the

Parent Tract; Thence with the line of Watson S19°12'26"W – 225.00 feet to the POINT OF BEGINNING and containing 1.273 acres by survey.

Also being conveyed is a fifty (50) feet Permanent Access Easement for ingress and egress to the 1.273 acre parcel being created this day, said easement beings at Miller Hunt Road and extends to the Tract being created and is more particularly described as follows:

BEGINNING at an iron pin found PLS# 2505, said pin being 40.5' north of Centerline of Miller Hunt Road in Clark County, Kentucky and being approximately 0.3 miles north of the intersection of Miller Hunt Road and KY Hwy 15, said pin being the Southeast Corner of the Parent Tract of Donald and Judith Bellamy (Tract 1, D.B. 303, Pg. 389) and the Southwest Corner of Dueville Watson (D.B. 380, Pg 585) and being the POINT OF BEGINNING for this easement description; Thence with the common division line between the parent tract and Watson the following three (3) courses: N20°04'23"E – 443.61 feet to an iron pin found PLS #2505, N19°59'46"E – 332.35 feet to an iron pin found PLS #2505 and N19°12'24"E – 59.14 feet to an iron pin set (5/8" x 18" iron pin with orange plastic survey cap bearing P.L.S. #3623 set as will be typical for all set corner monuments), said pin being the Southeast Corner of the 1.273 acre tract being created above and being the Northeast Corner of said easement; Thence leaving the line of Watson and with the South line of the 1.273 acre tract being created above, N80°30'56"W – 50.73 feet to an iron pin set, and pin being the Northwest Corner of said easement; Thence across the parent tract creating the western boundary of said easement the following four (4) courses S19°12'25"W – 50.23 feet to an iron pin set, S19°59'46"W – 331.97 feet to an iron pin set, S20°04'23"W – 493.58 feet to an iron pin set and S69°55'42"E – 21.70 feet to an iron pin set, said pin being 30' feet from the Centerline of Miller Hunt Road; Thence with the right-of-way of Miller Hunt Road N49°35'03"E – 57.45 feet to the POINT OF BEGINNING and containing 0.994 acres by survey.

Being a part of Tract 1 of that property acquired by Donald R. Bellamy and Judith D. Bellamy by deed from Octavia J. Foster on the 19<sup>th</sup> day of November, 1991, and of record in Deed Book 303, Page 389 in the Clark County Clerk's Office.

355. All that tract of property known as Plummer's Landing Substation, the following certain tract of real property situated, lying and being near Plummars Landing Road and Kentucky Hwy #32, in Fleming County, Kentucky , and being more particularly described as follows:

A CERTAIN TRACT OF LAND to be purchased in fee simple, beginning at a northwesterly corner of said Logan property and in the centerline of Kentucky Highway 32 (a.k.a. Morehead-Fleming Road), thence South 59°30'11" East, 35.80 feet to the intersection of the centerline of said Kentucky Highway 32 and the centerline of Plumber's Landing Road; thence along the centerline of Plumber's Landing Road the following seven (7) courses: North 81°12'05" East, 114.36 feet; South 80°14'12" East, 164.25 feet; South 83°31'08" East, 1221.99 feet; South 87°42'06" East 270.63 feet; North 87°41'49" East 64.73 feet; North 81°25'19" East, 83.03 feet to a P.K. nail set in the centerline of a 30 feet wide permanent access easement. Thence along the centerline of said 30 feet wide access easement the following two (2) courses: North 14°44'47" West, 53.06 feet; North 45°06'23" West 94.93 feet; to an iron pin set and being the True

Point of Beginning of the tract herein to be described. Thence South 89°53'35" West, 270.00 feet to an iron pin set; Thence North 00°06'23" West, 293.00 feet to an iron pin set; Thence North 89°53'37" East 270.00 feet to an iron pin set; Thence South 00°06'23" East, 293.00 feet to the Point Of Beginning, containing 1.816.

Being that property conveyed from Delbert Mynhier to Donald G. Logan and Elaine H. Logan by deed dated 4/30/1998, and recorded in Deed Book No. 192, on Page 776, in the Fleming County Clerk's Office.

The parties of the first part, for the same consideration as stated above, further grant to the party of the second part an Access Easement across the remaining property of the parties of the first part, thirty (30) feet wide, for purposes of ingress and egress to and from the property conveyed hereby, said access being more particularly described as follows:

Beginning at a P.K. nail set as described above, being in the centerline of Plumber's Landing Road and the center of 30 feet wide access easement herein to be described:

Thence along the centerline of said Plumber's Landing Road, South 81°25'19" West, 15.09 feet; Thence leaving said road, North 14°44'47" West, 47.37 feet; Thence North 45°06'23" West, 105.86 feet to the southerly line of the above described 1.816 acre tract. Thence along the southerly line of above described 1.816 acre tract, North 89°52'37" East, 21.21 feet to an iron pin set in the southeastern corner of said 1.816 acre tract. Thence North 00°06'23" West, 21.21 feet; thence South 45°06'23" East, 105.86 feet; thence South 14°44'47" East, 56.73 feet to the center of Plumber's Landing Road. Thence along the center of said road, South 73°43'51" West, 15.01 feet to the Point of Beginning, containing 0.107 acres and being a 30 feet wide permanent access easement. Subject to all right-of-ways and easements of record. All iron pins set are 5/8" by 18" rebar with orange identification caps labeled Hupp #3623. All bearing are based on a westerly line of Donald G. Logan property recorded in Deed Book 192, Page 776 as being North 13°10'00" East.

Being across a portion of that property conveyed from Delbert Mynhier to Donald G. Logan and Elaine H. Logan by deed dated 4/30/1998, and recorded in Deed Book No. 192, on Page 776, in the Fleming County Clerk's Office.

UPDATED 10/06/04

356. All that tract of property known as Goddard Switching Station Addition, the following certain tract of real property situated, lying, and being near KY Hwy #32, in Fleming County, Kentucky, and being more particularly described as follows:

Beginning at a point on the east edge of right-of-way of Pea Ridge Rd. being in the center of a new 40' Permanent Access Easement being approximately 1 mile north of the Town of Goddard, in Fleming County, Kentucky and being N15°32'12"W – 15.59 feet North of the centerline of the existing 16" Permanent Access easement as described in (D.B. 82, Pg. 687); Thence with the centerline of said 40' Permanent Access Easement and across the lands of J.C. and Ruth McKee (D.B. 172, Pg. 496), N60°23'07"E – 106.22 feet to a point in the center

of the existing 16' Permanent Access Easement (D.B. 82, Pg. 687) and Gravel Road; Thence continuing with said 16' Permanent Access Easement and Gravel Road the following nine (9) calls: N79°12'09"E – 19.48 feet to a point, N83°08'41"E – 13.00 feet to a point, S88°14'08"E – 46.47 feet to a point, N86°03'23"E – 53.35 feet to a point, N79°35'56"E – 65.71 feet to a point, N74°45'27"E – 77.68 feet to a point, N72°41'23"E – 91.02 feet to a point, N68°59'41"E – 57.33 feet to a point, and N 72°22'48"E – 53.89 feet to a point being on the western line of the lot being created and in the center of said Existing 16' Permanent Access Easement (D.B. 82, Pg. 687); Thence across said 16' Permanent Access Easement S41°12'03"E – 9.67 feet to an iron pin set, (5/8" x 18" steel rebar with aluminum survey cap PLS #3118 set as will be typical for all set corner monuments), said pin being the POINT OF BEGINNING for this description; Thence with a new line to the parent tract of J.C. and Ruth McKee (D.B. 172, Pg. 496), N77°04'41"E – 29.04 feet to an iron pin found bearing CAUDILL, said pin being the Southwest Corner of East Kentucky Power Cooperative, Inc. (D.B. 182, Pg. 262); Thence with the line of East Kentucky Power Cooperative, Inc. (D.B. 182, Pg. 262), N10°18'00"W – 23.12 feet to an iron pin found, bearing POER, said pin being the Northwest Corner of East Kentucky Power Cooperative, Inc. (D.B. 182, Pg. 262) and being the Southwest Corner of East Kentucky Rural Electric Cooperative Corp. (D.B. 123, Pg. 390); Thence leaving the line of East Kentucky Power Cooperative, Inc. (D.B. 182, Pg. 262) and with the line of East Kentucky Rural Electric Cooperative Corp. (D.B. 123, Pg. 390) N22°31'21"E – 333.43 feet to an iron pin found, PLS # 2522, said pin being a corner to East Kentucky Rural Electric Cooperative Corp. (D.B. 123, Pg. 390); Thence leaving the line of East Kentucky Rural Electric Cooperative Corp. (D.B. 123, Pg. 390) and with new three (3) new lines to the Parent Tract of J.C. and Ruth McKee (D.B. 172, Pg. 496), the following three (3) courses: N41°12'03"W – 82.38 feet to an iron pin set, S48°47'57"W – 336.43 feet to an iron pin set, and S41°12'03"E – 236.07 feet to the Point of Beginning for this description and containing 1.280 acres by survey.

Also being conveyed is Permanent Access Easement for the use and benefit of the tract described above, said easement being more particularly described as follows:

Beginning at a point on the east edge of right-of-way of Pea Ridge Rd. being in the center of a new 40' Permanent Access Easement being approximately 1 mile north of the Town of Goddard, in Fleming County, Kentucky and being N15°32'12"W – 15.59 feet North of the centerline of the existing 16" Permanent Access easement as described in (D.B. 82, Pg. 687); Thence with the centerline of said 40' Permanent Access Easement and across the lands of J.C. and Ruth McKee (D.B. 172, Pg. 496), N60°23'07"E – 106.22 feet to a point in the center of the existing 16' Permanent Access Easement (D.B. 82, Pg. 687) and Gravel Road at this point the easement reduces to a total width of 16 feet; Thence continuing with said 16' Permanent Access Easement and Gravel Road the following nine (9) calls: N79°12'09"E – 19.48 feet to a point, N83°08'41"E – 13.00 feet to a point, S88°14'08"E – 46.47 feet to a point, N86°03'23"E – 53.35 feet to a point, N79°35'56"E – 65.71 feet to a point, N74°45'27"E – 77.68 feet to a point, N72°41'23"E – 91.02 feet to a point, N68°59'41"E – 57.33 feet to a point,

and N72°22'48"E – 53.89 feet to a point being on the western line of the lot being created above and in the center of said Existing 16' Permanent Access Easement (D.B. 82, Pg. 687), said point being N41°12'03"W – 9.67 feet North of an iron pin set, said pin being the Southwest Corner of the lot being created above.

This being a part of that same property acquired by J.C. McKee and Ruth McKee, husband and wife, by Deed from J.C. McKee, et.al., dated the 18<sup>th</sup> day of September, 1991 and recorded in Deed Book 172, Page 496 of the Fleming County Clerks Office.

Updated 11/16/04

357. All of that parcel of land located on the northwest side of Graves Road about 1.2 Miles northeast of the intersection with Kentucky Hwy #20 at Bullittsville, KY and being in Boone County, Kentucky, more particularly described as follows:

Unless stated otherwise, any monument referred to as a "pin and cap set" is a 5/8" rebar steel pin, 24" long with a yellow plastic cap stamped "ARLIE CAUDILL PLS #2749". All bearings stated herein are Kentucky State Plane, North Zone Grid, by a static GPS session to the random traverse.

Beginning at a 4"x4" concrete monument found at the easternmost corner of the Tri-State Improvement Company Property (DB #486, Pg. #264) and hereby being known as the Parent Tract. Said point of beginning being the southernmost corner of Robert L. Graves and Mildred D. Graves (DB #633, Pg. #214) and in the northwest right of way line of Graves Road (DB #486, Pg. 264); thence, with the northwest right of way line of Graves Road and with the southeast line to the Parent Tract and being in line with the 4" x 4" concrete monument found at the southernmost corner to said Parent Tract, South 45°33'55" West 39.94 feet to a pin and cap set; thence, creating a new line to the said Parent Tract, North 45°31'07" West 199.86 Feet to a pin and cap set; thence North 73°36'26" West 276.57 Feet to a pin and cap set in a new gravel drive; thence South 63°10'20" West 114.80 Feet to a pin and cap set; thence South 43°52'57" West 154.94 Feet to a pin and cap set in the southwest line of said Parent Tract; thence, with said line of Parent Tract and the northeast line of Joe Arlinghaus and Virginia Arlinghaus (DB #862, Pg #426) North 45°31'02" West 363.58 Feet to a 4" x 4" concrete monument found; thence, with the northwest line of said Parent Tract and the line to Robert L. Graves and Mildred D. Graves (DB #633, Pg. #214), North 45°35'06" East 434.00 Feet to a 4" x 4" concrete monument found; thence South 45°30'42" East 835.01 feet to the point of beginning and containing 4.529 Acres, according to a survey by Arlie Caudill, RPLS 2749, with East Kentucky Power Cooperative, Inc. on November 21, 2003. Being part of the same property conveyed to Tri-State Improvement Company by deed dated June 30, 1992 from Robert L. Graves and Mildred D. Graves which is of record in Deed Book #486, Page #264 of the Boone County Clerk's Office, Boone County, Kentucky.

There is also to be conveyed from the Grantor a 40.0 Foot wide Access Easement crossing the lands of said Grantor from the northwest right-of-way line of Graves Road to the southern line of the property described above. The centerline of the easement being more particularly described as follows:

Beginning at a point on the northwest right-of-way line of Graves Road and in the southeast line of the Tri-State Improvement Company Property (DB #486 PG. #264). Said point being South 45°33'55" West 221.47 feet from the Point of Beginning of the above described parcel. Thence with the centerline arc of a 72°52'05" Degree curve to the right, having a Radius of 78.63 Feet and a length of 35.76 feet or by the Chord of North 31°24'25" West 35.45 feet to a point on centerline; thence North 18°22'46" West 132.17 Feet to a point on centerline; thence with the arc of a 28°38'52" Degree curve to the left, having a radius of 200.00 feet and a length of 160.07 feet or by the Chord of North 41°18'27" West 155.83 Feet to a point on centerline; thence North 64°14'09" West 146.89 feet to a point on an above described parcel line being South 63°10'20" West 19.05 feet from the near corner. This easement contains 0.435 acres.

UPDATED 01/06/05

358. All that parcel of land located in Spencer County, Kentucky, lying and being near intersection of Ky Hwy #44 and Miller Road, and more particularly described as follows:

Beginning at the intersection of the centerline Old Hwy 44 Connector (A.K.A. Miller Road) and Hwy 44 Bypass centerline, said point being approximately 4.72 miles east of the intersection of Hwy 44 Bypass and Hwy 55, (said intersection occurs in the City of Taylorsville), Thence leaving the centerline of Hwy 44 Bypass, N27°34'34"W – 170.24 feet to a point in the intersection of the centerline of Old Hwy 44 (A.K.A. Miller Road) and Old Hwy 44 Connector centerline; Thence with the centerline of Old Hwy 44 (A.K.A. Miller Road) the following (2) two courses: S51°37'17"W – 55.34 feet to a point and S49°59'34"W – 95.24 feet to a point in the centerline of said road; Thence leaving said centerline, N40°00'26"W – 40.00 feet to a iron pin set, (5/8" x 18" steel rebar with aluminum survey cap bearing, Douglas G. Gooch PLS #3118, set as will be typical for all set corner monuments) on the North edge of right-of-way of Old Hwy 44 (A.K.A. Miller Road), said point also being the eastern most point of a 50' Permanent Access Easement being created this day; Thence with the Southern line of said Easement, and the north edge of right-of-way of Old Hwy 44, S50°35'22"W – 148.73 feet to an iron pin set, said pin being at the intersection of the North right-of-way of Old Hwy 44 and the north edge of right-of-way of Hwy 44 Bypass and being 134.29 feet north of the centerline of Hwy 44 Bypass; Thence with the north edge of right-of-way of Hwy 44 Bypass, S64°09'51"W – 233.74 to an iron pin set and S67°56'35"W – 69.05 feet to an iron pin set, said pin being 118.47 feet north of centerline of Hwy 44 Bypass and being near the community of Little Mount in Spencer County, Kentucky and being the **POINT OF BEGINNING** for this description; Thence with said right-of-way, S67°56'35"W – 250.12 feet to an iron pin set, said pin being 105.83 feet north of the centerline of Hwy 44 Bypass and also being N67°21'37"E – 725.10 feet east of the intersection of centerline of KY Hwy 44 Bypass and Stevens Lane Y centerline; Thence with new lines to the parent tract, N23°51'12"W – 215.52 feet to an iron pin set, N66°08'48"E – 250.00 feet to an iron pin set and S23°51'11"E – 223.36 feet to the **POINT OF BEGINNING** and containing 1.291 acres by survey.

Being part of that property as acquired by Thomas Love and Etta Love by deed from Thomas Love et. al. dated the 18<sup>th</sup> day of October, 1976 and recorded in Deed Book 59, Page 854 and passing to Lois Ann Bridgewater under the will of Thomas J. Love, her



father, dated September 11, 2000, as recorded in Will Book 14, Pg. 478 in the Spencer County Clerks Office.

Also for and in the same consideration as stated above, the Parties of the First Part also grant and convey unto the Party of the Second Part a 50' Permanent Access Easement over and across the remainder of the property of the Parties of the First Part for the benefit of the tract being created above and being more particularly described as follows:

Beginning at the intersection of the centerline Old Hwy Connector (A.K.A. Miller Road) and Hwy 44 Bypass centerline, said point being approximately 4.72 miles east of the intersection of Hwy 44 Bypass and Hwy 55, (said intersection occurs in the City of Taylorsville), Thence leaving the centerline of Hwy 44 Bypass, N27°34'34"W – 170.24 feet to the point in the intersection of the centerline of Old Hwy 44 (A.K.A. Miller Road) and Old Hwy 44 Connector centerline; Thence with the centerline of Old Hwy 44 (A.K.A. Miller Road) the following (2) two courses: S51°37'17"W – 55.34 feet to a point and S49°59'34"W – 95.24 feet to a point in the centerline of said road; Thence leaving said centerline, N40°00'26"W – 40.00 feet to a iron pin set, (5/8" x 18" steel rebar with aluminum survey cap bearing, Douglas G. Gooch PLS #3118, set as will be typical for all set corner monuments), said pin being on the North edge of right-of-way of Old Hwy 44 (A.K.A. Miller Road), said pin also being the eastern most point of a 50' Permanent Access Easement being created this day and being near the community of Little Mount in Spencer County, Kentucky and being the **POINT OF BEGINNING for this description**; Thence with the Southern line of said Easement, and the north edge of right-of-way of Old Hwy 44, S50°35'22"W – 148.73 feet to a iron pin set, said pin being at the intersection of the North right-of-way of Old Hwy 44 and the north edge of right-of-way of Hwy 44 Bypass and being 134.29 feet north of the centerline of Hwy 44 Bypass; Thence with the north edge of right-of-way of Hwy 44 Bypass, S64°09'51"W – 233.74 to an iron pin set and S67°56'35"W – 69.05 feet to an iron pin set, said pin being 118.47 feet north of centerline of Hwy 44 Bypass and also being the Southeast Corner of the Tract being created above; Thence leaving said right-of-way and with the east line of the Tract created above, N23°51'11"W – 50.02 feet to an iron pin set; Thence leaving said Tract and with new lines to the parent tract, N67°56'35"E – 68.96 feet to an iron pin set, N64°09'50"E – 355.85 feet to an iron pin set and S79°54'02"E – 25.71 feet to the Point of Beginning for this description and containing 0.451 acres by survey.

Updated 2/16/05

359. All that parcel of land located in Laurel County, Kentucky, and more particularly described as follows:

BEGINNING at an iron pin found P.L.S. #3118, at a corner fence post at what was once the eastern most point of the Original Blunschi parent tract (now the eastern most corner of East Kentucky Power Coop., Inc.), said pin being the northern most corner of Linda Hunt Jones (D.B. 473, Pg 402), in the line of Robert L. Harris and others (D.B. 242, Pg 111), and being N55°14'57"W - 299.15 feet from the northwest edge of right-of-way of Kentucky Hollow Road (15' from centerline at the Linda Hunt Jones eastern most property corner); Thence leaving the Harris line and running with an existing fence and the division line between Jones (D.B. 473, Pg 402) and East Kentucky Power Coop., S31°32'25"W – 299.90 feet to an iron pin found, P.L.S. 3118, said pin being the Eastern most corner of the tract being created this day and the southern most corner of East Kentucky Power Coop, Inc. (D.B. 543, Pg. 536) and being the POINT OF BEGINNING

for this description; Thence continuing with the Jones line S31°32'25"W – 55.03' to an iron pin set (5/8" x 18" steel rebar with aluminum survey cap bearing P.L.S. #3118 set as will be typical for all set corner monuments) said pin being a new corner of the parent tract of Blunschi and the southern most corner of the parcel being created this day; Thence with a new line and corner to the parent tract, N20°17'30"W – 89.04 feet to an iron pin set on the line of East Kentucky Power Coop.; Thence with the line of East Kentucky Power Coop, S58°27'55"E – 70.00 feet to the Point of Beginning and containing 0.044 acres by Survey.

All bearing are based on grid north as observed by global positioning satellites on May 2, 2002.

This being a landlocked portion of the eastern most corner of that remaining property as acquired by Albert J. and Betty Ann Blunschi, husband and wife, by deed from Olin M. and Dorothy E. Reams, husband and wife, on the 27<sup>th</sup> day of June, 1963, and of record in Deed Book 162, Page 209 in the Laurel County Clerk's Office (Albert J. and Betty Ann Blunschi have previously deeded a tract adjacent to the parcel being created this day to East Kentucky Power Cooperative).

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**Supplemental Mortgage Schedule C**

**Excepted Property**

**None.**

**EAST KENTUCKY POWER COOPERATIVE, INC.**  
**STATEMENT OF OPERATIONS**  
**807 KAR 5:001, Sections 11(2)(a) and 6(9)**

	12 Months Ended <u>February 28, 2011</u>
ELECTRIC ENERGY REVENUES	\$ 793,259,175
Other Operating Revenue and Income	35,366,563
<b>TOTAL OPER. REVENUE &amp; PATRONAGE CAPITAL</b>	<b>\$ 828,625,738</b>
Operating Expense-Production-Excluding Fuel	62,157,190
Operating Expense-Production-Fuel	339,807,748
Operation Expense-Other Power Supply	69,482,821
Operation Expense-Transmission	32,454,390
Operation Expense-Distribution	1,085,992
Operation Expense-Consumer Service & Information	2,089,770
Operation Expense-Sales	17,003
Operation Expense-Administrative & General	33,282,373
<b>TOTAL OPERATION EXPENSE</b>	<b>\$ 540,377,287</b>
Maintenance Expense-Production	51,361,736
Maintenance Expense-Transmission	5,811,246
Maintenance Expense-Distribution	1,917,385
Maintenance Expense-General Plant	1,388,295
<b>TOTAL MAINTENANCE EXPENSE</b>	<b>\$ 60,478,662</b>
Depreciation & Amortization Expense	72,950,309
Taxes	800
Interest on Long-Term Debt	117,018,539
Other Interest Expense	199,680
Other Deductions	(452,139)
<b>TOTAL COST OF ELECTRIC SERVICE</b>	<b>\$ 790,573,138</b>
Operating Margins	38,052,600
Interest Income	3,219,119
Other Non-operating Income - Net	(25,864)
Other Capital Credits & Patronage Dividends	487,032
<b>NET PATRONAGE CAPITAL OR MARGINS</b>	<b>\$ 41,732,887</b>

EAST KENTUCKY POWER COOPERATIVE, INC.  
BALANCE SHEET  
ASSETS  
807 KAR 5:001, Sections 11(2)(a) and 6(9)

	<u>As Of</u> <u>February 28, 2011</u>
UTILITY PLANT	
Total Utility Plant in Service	\$ 3,273,424,272
Construction Work in Progress	210,719,998
TOTAL	<u>\$ 3,484,144,270</u>
Accumulated Depreciation & Amortization	916,129,395
NET UTILITY PLANT	<u>\$ 2,568,014,875</u>
OTHER PROPERTY & INVESTMENTS	
Non-Utility Property- Net	820
Investments in Associated Organizations - Patronage Capital	1,236,808
Investments in Associated Organizations - Other General Funds	13,712,297
Other Investments	21,542,179
Special Funds	27,926,457
TOTAL OTHER PROPERTY & INVESTMENTS	<u>\$ 64,418,561</u>
CURRENT ASSETS	
Cash - General Funds	1,476,354
Cash - Construction Funds	500
Special Deposits	425
Temporary Investments	64,302,195
Accounts Receivable - Sale of Energy (Net)	74,461,765
Accounts Receivable - Other (Net)	1,355,969
Fuel Stock	56,277,152
Materials & Supplies - Electric & Other	51,423,070
Prepayments	2,759,269
Other Current & Accrued Assets	172,529
TOTAL CURRENT & ACCRUED ASSETS	<u>\$ 252,229,228</u>
Unamortized Debt Disc. & Extrord. Prop.Losses	5,030,552
Regulatory Assets	162,848,389
Other Deferred Debits	(55,220)
Accumulated Deferred Income Taxes	-
<b>TOTAL ASSETS</b>	<u><u>\$ 3,052,486,385</u></u>

EAST KENTUCKY POWER COOPERATIVE, INC.  
BALANCE SHEET  
LIABILITIES & EQUITY  
807 KAR 5:001, Sections 11(2)(a) and 6(9)

	<u>As Of</u> <u>February 28, 2011</u>
MEMBERS EQUITY	
Memberships	\$ 1,600
Patronage Capital	240,382,138
Operating Margins - Current Year	27,978,509
Non-Operating Margins	266,234
Other Margins & Equity	7,282,599
TOTAL MARGINS & EQUITY	<u>\$ 275,911,080</u>
LONG-TERM DEBT	
RUS	8,766,351
Long-term Debt - FFB RUS Guaranteed	2,150,286,864
Long-term Debt - Other	488,645,104
Payments - Unapplied	(51,298,747)
TOTAL LONG-TERM DEBT	<u>\$ 2,596,399,572</u>
ACCUMULATED OPERATING PROVISIONS	75,313,417
CURRENT & ACCRUED LIABILITIES	
Accounts Payable	70,181,055
Current Maturities Long-Term Debt	-
Taxes Accrued	1,953,621
Interest Accrued	17,407,761
Other Current & Accrued Liabilities	3,130,820
TOTAL CURRENT & ACCRUED LIABILITIES	<u>\$ 92,673,257</u>
DEFERRED CREDITS	12,189,059
<b>TOTAL LIABILITIES &amp; OTHER CREDITS</b>	<b><u>\$ 3,052,486,385</u></b>

**EAST KENTUCKY POWER COOPERATIVE, INC.**  
**BONDS, NOTES OUTSTANDING, AND OTHER INDEBTEDNESS**  
**807 KAR 5:001, Section 6(5), 6(6), 6(7), and 11(2)(a)**

On page 2 of this Exhibit is a Description of Bonds Outstanding as of February 28, 2011.

All Bonds are secured by the RUS/CFC Common Mortgage.

On Pages 3 through 9 of this Exhibit are the Descriptions of Notes Outstanding as of February 28, 2011. Sick Leave Reserve of \$1,400,494 is noted as long-term debt as required by RUS accounting procedures.

EKPC has no other indebtedness.





Notes

National Rural Utilities Cooperative Finance Corporation ("CFEC")

<u>Type of Debt Issue</u>	<u>Date of Issue</u>	<u>Date of Maturity</u>	<u>Amount Outstanding 2/28/2011</u>	<u>Amount Issued</u>	<u>Coupon Interest Rate</u>	<u>Interest 2010</u>
CFC # 9001	08-20-1974	02-28-2014	2,422,295	13,150,000	4.000%	124,965
CFC # 9033	08-29-1984	05-31-2019	3,595,686	8,530,000	4.000%	160,633
CFC # 9034	06-12-1995	11-30-2024	4,672,227	6,734,000	4.000%	199,376
CFC # 9038	03-02-1998	02-28-2024	3,642,908	5,251,000	4.000%	155,933
CFC - Unsecured Credit Facility - #5101	09-02-2005	09-02-2010	-	650,000,000	3.000%	2,290,964
CFC - Unsecured Credit Facility - 2010	07-14-2010	7/14/2013	380,000,000	450,000,000	3.419%	5,485,590
CFC - CT Bridge Loan - #9049	08-12-2008	5/31/2010	-	14,290,000	7.350%	-2,878
CFC - CT Bridge Loan - #9050	08-12-2008	5/31/2010	-	100,000,000	4.950%	-13,562
Clean Renewable Energy Bonds	02-06-2008	12/1/2023	6,998,101	8,613,049	0.400%	27,220
National Cooperative Services Corporation-Inland	07-18-1995	09-29-2006	3,000,000	18,000,000	7.700%	341,688
		<u>Total CFC</u>	<u>404,331,217</u>	<u>1,274,568,049</u>		<u>8,769,929</u>

Rural Utilities Service Notes

CB4510	03-01-1974	03-01-2009	-	12,500,000	2.000%	0
REA 4520	06-01-1974	06-01-2009	-	5,368,000	2.000%	691
K4-14530	06-02-1975	06-02-2010	-	5,000,000	5.000%	2,323
K4-14540	06-01-1976	06-02-2011	-	6,000,000	5.000%	19,087
K4-14570	06-01-1977	07-01-2012	-	7,000,000	5.000%	42,294
K4-14580	03-01-1978	03-01-2013	-	7,200,000	5.000%	58,677
M9-14590	10-31-1979	10-31-2014	-	5,734,295	5.000%	67,730
M9-14591	10-31-1979	10-31-2014	-	1,536,705	5.000%	19,180
SRDA 14610	03-01-1977	03-01-2012	-	188,718	5.000%	1,162
P12-1-B620	08-29-1984	06-30-2019	-	6,401,000	5.000%	143,051
P12-1-B621	08-29-1984	06-30-2019	-	3,053,000	5.000%	70,262
P12-1-B624	08-20-1990	08-31-2021	-	7,598,273	5.000%	212,100
P12-1-B625	08-20-1990	08-31-2022	-	1,855,727	5.000%	54,424
R12-1-B642	03-31-1995	12-31-2024	-	7,856,000	5.000%	285,163
R12-1-B647	03-31-1995	12-31-2024	-	7,856,000	5.000%	285,163
T62-1-B650	03-02-1998	12-31-2024	4,383,175	6,125,500	5.125%	233,102
T62-1-B655	03-02-1998	12-31-2024	4,383,175	6,125,500	5.125%	233,102
		<u>Total RUS</u>	<u>8,766,350</u>	<u>79,530,718</u>		<u>1,726,819</u>

National Cooperative Services Corporation

	12-30-2010	02-29-2024	23,813,392	23,813,392	3.874%	2,563
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Federal Financing Bank Notes

HO-010	03-04-1977	12-31-2011	1,692,174	23,603,000	5.452%	146,952
HO-015	04-08-1977	12-31-2011	179,302	2,494,000	5.452%	15,371

Notes

Type of Debt Issue	Date of Issue	Date of Maturity	Amount Outstanding 2/28/2011	Amount Issued	Coupon Interest Rate	Interest 2010
HO-020	04-25-1977	12-31-2011	208,926	2,908,000	5.452%	18,144
HO-025	05-25-1977	12-31-2011	244,411	3,400,000	5.452%	21,225
HO-030	06-22-1977	12-31-2011	621,452	8,665,000	5.452%	53,968
HO-035	07-25-1977	12-31-2011	533,899	7,422,000	5.452%	46,365
HO-040	08-31-1977	12-31-2011	429,923	5,984,000	5.452%	37,335
HO-045	09-30-1977	12-31-2011	429,546	5,950,000	5.452%	37,303
HO-050	11-28-1977	12-31-2011	364,581	5,037,000	5.452%	31,661
HO-055	12-01-1977	12-31-2011	350,618	4,843,000	5.452%	30,448
HO-060	12-27-1977	12-31-2011	293,375	4,038,000	5.452%	25,477
HO-065	03-01-1978	12-31-2012	371,777	2,649,000	5.484%	26,260
HO-070	04-25-1978	12-31-2012	576,899	4,092,000	5.484%	40,748
HO-075	05-25-1978	12-31-2012	832,936	5,897,000	5.484%	58,833
HO-080	08-24-1978	12-31-2015	2,391,100	5,782,000	10.372%	270,474
HO-086	10-30-1978	12-31-2012	3,132,263	19,184,000	7.444%	298,474
HO-091	11-22-1978	12-31-2012	1,177,159	7,243,000	7.444%	112,172
HO-096	12-27-1978	12-31-2012	820,556	5,040,000	7.444%	78,191
HO-111	03-16-1979	12-31-2012	1,481,121	6,344,000	7.470%	130,487
HO-116	04-19-1979	12-31-2013	1,622,288	6,949,000	7.470%	142,924
HO-121	05-21-1979	12-31-2013	2,289,216	9,777,000	7.470%	201,680
HO-150	11-15-1979	12-31-2015	2,816,934	6,790,000	10.144%	311,826
HO-156	12-06-1979	12-31-2013	2,210,880	9,480,000	7.470%	194,779
HO-160	12-26-1979	12-31-2015	2,416,412	6,237,000	9.352%	247,126
HO-165	01-15-1980	12-31-2015	3,018,605	8,746,000	7.690%	255,008
HO-210	04-29-1981	12-31-2015	1,253,133	3,676,542	6.248%	86,365
HO-215	05-15-1981	12-31-2015	2,318,628	6,805,000	6.248%	159,798
HO-220	05-15-1981	12-31-2015	1,683,858	4,942,000	6.248%	116,050
HO-235	06-16-1981	12-31-2015	2,559,239	7,484,000	6.248%	176,380
HO-245	07-20-1981	12-31-2015	507,066	1,193,000	10.572%	58,433
HO-255	09-15-1981	12-31-2015	2,007,517	4,700,000	10.657%	233,150
HO-265	10-15-1981	12-31-2015	1,276,070	3,700,000	6.248%	87,945
HO-275	10-19-1981	12-31-2015	344,749	1,000,000	6.248%	23,760
HO-285	11-17-1981	12-31-2015	1,040,884	2,500,000	10.204%	115,886
HO-295	01-18-1982	12-31-2016	1,609,446	3,732,000	7.991%	138,619
HO-300	01-20-1982	12-31-2015	103,542	300,000	7.690%	8,747
HO-305	01-22-1982	12-31-2016	155,343	360,000	7.991%	13,379
HO-310	02-17-1982	12-31-2016	202,038	506,000	6.591%	14,408
HO-315	02-18-1982	12-31-2016	2,467,028	6,181,000	6.591%	175,927
HO-320	02-19-1982	12-31-2015	172,570	500,000	7.690%	14,579
HO-325	03-15-1982	12-31-2016	3,672,120	9,307,000	6.591%	261,864
HO-330	03-22-1982	12-31-2016	209,222	530,000	6.591%	14,920
HO-335	04-19-1982	12-31-2016	242,013	560,000	7.991%	20,844
HO-340	05-17-1982	12-31-2016	129,651	300,000	7.991%	11,167
HO-345	05-24-1982	12-31-2016	1,737,569	4,000,000	7.991%	149,654
HO-350	06-14-1982	12-31-2016	3,040,070	7,000,000	7.991%	261,836
HO-355	06-15-1982	12-31-2016	683,355	1,570,000	7.991%	58,856
HO-360	07-14-1982	12-31-2016	2,673,276	6,131,000	7.991%	230,245
HO-365	07-16-1982	12-31-2016	392,424	900,000	7.991%	33,799
HO-370	08-16-1982	12-31-2016	187,841	430,000	7.991%	16,178

Notes

Type of Debt Issue	Date of Issue	Date of Maturity	Amount Outstanding 2/28/2011	Amount Issued	Coupon Interest Rate	Interest 2010
HO-375	08-16-1982	12-31-2016	1,777,493	4,069,000	7.991%	153,092
HO-380	09-15-1982	12-31-2015	199,962	500,000	10.381%	22,638
HO-385	09-13-1982	12-31-2016	3,549,744	8,126,000	7.991%	305,733
HO-390	09-14-1982	12-31-2016	262,103	600,000	7.991%	22,574
HO-395	10-14-1982	12-31-2016	876,071	2,000,000	7.991%	75,454
HO-400	10-14-1982	12-31-2016	525,643	1,200,000	7.991%	45,273
HO-405	10-14-1982	12-31-2016	1,961,962	4,479,000	7.991%	168,980
HO-410	11-10-1982	12-31-2016	393,637	900,000	7.991%	33,903
HO-415	11-10-1982	12-31-2016	262,424	600,000	7.991%	22,602
HO-420	11-10-1982	12-31-2016	2,405,557	5,500,000	7.991%	207,186
HO-425	12-13-1982	12-31-2016	613,140	1,400,000	7.991%	52,809
HO-430	12-13-1982	12-31-2016	3,021,901	6,900,000	7.991%	260,271
HO-435	01-17-1983	12-31-2017	529,463	1,200,000	5.913%	33,489
HO-440	02-14-1983	12-31-2017	2,125,563	4,800,000	5.913%	134,444
HO-445	03-16-1983	12-31-2017	220,860	500,000	5.913%	13,970
HO-450	03-16-1983	12-31-2017	2,871,186	6,500,000	5.913%	181,605
HO-455	04-14-1983	12-31-2017	1,105,411	2,500,000	5.913%	69,918
HO-460	04-14-1983	12-31-2017	2,078,174	4,700,000	5.913%	131,446
HO-465	05-16-1983	12-31-2017	419,746	950,000	5.913%	26,549
HO-470	06-15-1983	12-31-2017	310,582	700,000	5.913%	19,645
HO-475	06-15-1983	12-31-2017	3,105,815	7,000,000	5.913%	196,446
HO-480	07-14-1983	12-31-2017	1,992,919	4,500,000	5.913%	126,054
HO-485	08-16-1983	12-31-2017	443,478	1,000,000	5.913%	28,050
HO-490	09-27-1983	12-31-2017	354,470	800,000	5.913%	22,421
HO-495	09-27-1983	12-31-2017	886,175	2,000,000	5.913%	56,051
HO-500	10-24-1983	12-31-2017	446,881	1,000,000	5.913%	28,266
HO-505	10-24-1983	12-31-2017	446,881	1,000,000	5.913%	28,266
HO-510	05-09-1984	12-31-2018	8,329,352	16,500,000	6.665%	586,725
HO-515	01-17-1985	12-31-2019	3,179,652	5,900,000	5.991%	200,112
HO-520	04-16-1985	12-31-2015	248,273	600,000	10.377%	28,097
HO-525	05-20-1985	12-31-2019	610,031	1,130,000	5.991%	38,393
HO-530	06-24-1985	12-31-2019	389,423	720,000	5.991%	24,508
HO-535	06-24-1985	12-31-2015	91,480	215,000	10.590%	10,559
HO-540	12-23-1985	12-31-2015	1,255,130	3,165,291	9.385%	128,804
HO-545	03-18-1986	12-31-2020	1,042,763	1,897,000	5.177%	56,474
HO-550	03-18-1986	12-31-2015	272,919	751,000	8.058%	24,134
HO-555	04-16-1986	12-31-2020	102,821	188,000	5.177%	5,569
HO-560	04-16-1986	12-31-2015	245,297	706,000	7.413%	19,991
HO-565	10-14-1986	12-31-2020	1,367,708	2,480,000	5.177%	74,073
HO-570	10-30-1986	12-31-2020	2,778,358	5,035,000	5.177%	150,472
HO-575	11-06-1995	12-31-2023	9,939,713	14,895,000	6.301%	644,864
HO-580	11-06-1995	12-31-2024	19,911,310	28,812,000	6.306%	1,288,854
HO-585	11-06-1995	12-31-2024	19,911,310	28,812,000	6.306%	1,288,854
HO-590	11-06-1995	12-31-2024	19,911,310	28,812,000	6.306%	1,288,854
HO-595	01-26-1996	12-31-2024	4,050,767	5,836,000	6.123%	254,703
HO-600	06-25-1997	12-31-2023	2,480,934	3,607,000	6.297%	160,856
HO-605	09-14-2000	12-31-2024	4,498,551	6,082,000	6.005%	277,565
HO-610	09-15-2000	12-31-2024	4,930,233	6,626,000	6.067%	307,206

Notes

Type of Debt Issue	Date of Issue	Date of Maturity	Amount Outstanding 2/28/2011	Amount Issued	Coupon Interest Rate	Interest 2010
HO-615	04-10-2001	12-31-2024	7,120,974	9,681,000	5.451%	399,363
HO-620	06-05-2001	12-31-2024	6,072,826	8,119,000	5.726%	357,419
HO-625	07-10-2001	12-31-2024	6,079,381	8,119,000	5.729%	357,990
HO-630	08-10-2001	12-31-2024	6,034,878	8,119,000	5.488%	340,616
HO-635	09-06-2001	12-31-2024	6,045,422	8,119,000	5.426%	337,407
HO-640	10-03-2001	12-31-2024	8,124,980	11,000,000	5.104%	426,895
HO-645	11-08-2001	12-31-2024	9,743,804	13,357,000	4.709%	472,794
HO-650	12-10-2001	12-31-2024	6,003,354	7,970,000	5.644%	348,339
HO-655	01-15-2002	12-31-2030	16,714,440	20,000,000	5.447%	925,554
HO-660	06-04-2002	12-31-2030	5,080,784	6,000,000	5.678%	293,135
HO-665	07-02-2002	12-31-2030	5,063,769	6,000,000	5.538%	285,034
HO-670	08-15-2002	12-31-2024	11,486,229	15,000,000	4.695%	555,879
HO-675	08-22-2002	12-31-2024	7,678,495	10,000,000	4.802%	379,969
HO-680	09-24-2002	12-31-2024	11,388,289	15,000,000	4.366%	512,950
HO-685	10-03-2002	12-31-2024	7,593,993	10,000,000	4.375%	342,745
HO-690	11-05-2002	12-31-2024	11,492,722	15,000,000	4.717%	558,768
HO-695	12-10-2002	12-31-2024	7,647,433	10,000,000	4.644%	366,126
HO-700	01-23-2003	12-31-2024	2,624,465	3,500,000	4.557%	123,282
HO-705	01-23-2003	12-31-2030	5,430,673	6,500,000	4.790%	264,829
HO-710	02-27-2003	12-31-2030	2,662,458	3,200,000	4.624%	125,383
HO-715	05-06-2003	12-31-2024	3,271,168	4,300,000	4.442%	149,875
HO-720	07-03-2003	12-31-2032	21,851,488	25,000,000	4.460%	990,395
HO-725	07-17-2003	12-31-2032	22,001,201	25,000,000	4.819%	1,076,600
HO-730	07-24-2003	12-31-2032	21,878,102	24,800,000	4.950%	1,099,370
HO-735	08-26-2003	12-31-2024	3,032,756	3,938,000	5.055%	157,833
HO-740	10-02-2003	12-31-2030	2,157,508	2,550,000	4.753%	104,408
HO-745	10-02-2003	12-31-2024	2,026,684	2,660,000	4.501%	94,076
HO-750	10-23-2003	12-31-2032	22,111,176	25,000,000	5.091%	1,142,391
HO-755	11-04-2003	12-31-2032	22,134,242	25,000,000	5.149%	1,156,471
HO-760	11-14-2003	12-31-2032	22,100,792	25,000,000	5.065%	1,136,085
HO-765	11-25-2003	12-31-2032	22,079,139	25,000,000	5.011%	1,122,999
HO-770	12-04-2003	12-31-2032	23,904,981	27,000,000	5.149%	1,248,988
HO-775	02-05-2004	12-31-2030	5,538,023	6,500,000	4.854%	273,633
HO-780	05-06-2004	12-31-2030	1,950,152	2,260,000	5.240%	103,931
HO-785	05-06-2004	12-31-2024	3,233,975	4,130,000	5.020%	167,206
HO-790	08-26-2004	12-31-2030	14,555,898	16,900,000	4.921%	729,023
HO-795	11-01-2004	12-31-2030	5,767,815	6,700,000	4.672%	274,414
HO-800	11-16-2004	12-31-2030	2,795,950	3,240,000	4.795%	136,486
HO-805	11-16-2004	12-31-2024	4,438,143	5,644,000	4.577%	209,450
HO-810	12-16-2004	12-31-2038	46,366,236	50,000,000	4.744%	2,222,145
HO-815	12-22-2004	12-31-2038	46,418,094	50,000,000	4.825%	2,262,264
HO-820	12-29-2004	12-31-2038	46,494,495	50,000,000	4.946%	2,322,284
HO-825	02-02-2005	12-31-2038	23,155,275	25,000,000	4.658%	1,089,802
HO-830	02-08-2005	12-31-2038	23,102,274	25,000,000	4.497%	1,050,057
HO-835	05-10-2005	12-31-2038	23,170,532	25,000,000	4.705%	1,101,423
HO-840	06-02-2005	12-31-2038	23,046,764	25,000,000	4.332%	1,009,433
HO-845	06-07-2005	12-31-2038	17,513,472	19,000,000	4.324%	765,674
HO-850	06-09-2005	12-31-2030	10,464,509	13,192,000	4.353%	471,446

**Notes**

Type of Debt Issue	Date of Issue	Date of Maturity	Amount Outstanding 2/28/2011	Amount Issued	Coupon Interest Rate	Interest 2010
HO-855	08-26-2005	12-31-2038	27,711,126	30,000,000	4.468%	1,251,491
HO-860	08-30-2005	12-31-2038	27,711,928	30,000,000	4.470%	1,252,082
HO-865	08-19-2005	12-31-2030	3,204,065	3,675,000	4.485%	146,400
HO-870	10-14-2005	12-31-2038	27,829,382	30,000,000	4.769%	1,340,714
HO-875	11-09-2005	12-31-2030	1,829,556	2,075,000	4.858%	90,472
HO-880	11-09-2005	12-31-2024	461,507	566,000	4.789%	22,777
HO-885	03-27-2006	12-31-2032	5,863,211	500,000	4.890%	291,091
HO-890	05-03-2006	12-31-2038	14,111,949	15,000,000	5.345%	761,165
HO-895	05-09-2006	12-31-2038	9,406,656	10,000,000	5.333%	506,244
HO-900	08-23-2006	12-31-2034	14,021,335	15,000,000	5.070%	719,986
HO-905	08-25-2006	12-31-2034	14,020,019	15,000,000	5.061%	718,653
HO-910	08-29-2006	12-31-2034	21,495,566	23,000,000	5.053%	1,100,119
HO-915	03-14-2007	12-31-2038	21,754,597	23,000,000	4.776%	1,049,578
HO-920	03-16-2007	12-31-2038	21,995,183	23,251,000	4.812%	1,069,111
HO-925	11-01-2007	12-31-2040	48,775,375	50,000,000	4.821%	2,372,252
FO-930	11-08-2007	12-31-2040	24,377,522	25,000,000	4.736%	1,164,909
HO-935	11-14-2007	12-31-2040	48,738,843	50,000,000	4.669%	2,296,380
HO-940	12-05-2007	12-31-2040	24,334,083	25,000,000	4.384%	1,077,123
HO-945	12-11-2007	12-31-2040	48,733,732	50,000,000	4.648%	2,285,901
HO-950	12-12-2007	12-31-2040	24,173,646	25,000,000	4.511%	1,100,750
HO-955	12-19-2007	12-31-2040	48,723,220	50,000,000	4.605%	2,264,447
HO-960	01-03-2008	12-31-2032	10,266,333	11,000,000	4.338%	452,706
HO-965	01-03-2008	12-31-2040	7,787,392	8,000,000	4.396%	345,636
HO-970	01-09-2008	12-31-2040	10,627,648	11,000,000	4.385%	470,528
HO-975	02-05-2008	12-31-2040	19,464,326	20,000,000	4.355%	855,917
HO-980	02-12-2008	12-31-2040	19,465,645	20,000,000	4.368%	858,508
HO-985	05-22-2008	12-31-2040	24,351,993	25,000,000	4.527%	1,112,770
HO-990	05-30-2008	12-31-2040	24,379,685	25,000,000	4.754%	1,169,401
HO-995	06-04-2008	12-31-2040	24,363,814	25,000,000	4.623%	1,136,714
HO-1000	10-14-2008	12-31-2040	7,686,111	7,900,000	4.298%	333,600
HO-1005	10-14-2008	12-31-2032	3,988,714	4,200,000	4.306%	174,602
HO-1010	11-07-2008	12-31-2040	24,329,390	25,000,000	4.347%	1,067,903
HO-1015	11-10-2008	12-31-2040	24,336,736	25,000,000	4.405%	1,082,356
HO-1020	12-18-2008	12-31-2040	7,138,859	7,400,000	2.846%	205,816
HO-1025	03-17-2009	12-31-2038	3,497,111	3,612,000	3.801%	134,545
HO-1030	04-16-2009	12-31-2040	24,199,356	25,000,000	3.651%	893,395
HO-1035	05-11-2009	12-31-2040	34,711,917	35,000,000	3.988%	1,394,304
HO-1040	05-27-2009	12-31-2040	24,809,904	25,000,000	4.374%	1,092,410
HO-1045	06-04-2009	12-31-2040	24,810,577	25,000,000	4.391%	1,096,659
HO-1055	06-08-2009	12-31-2040	39,710,258	40,000,000	4.605%	1,840,243
HO-1050	06-08-2009	12-31-2040	24,818,911	25,000,000	4.605%	1,150,152
HO-1060	06-15-2009	12-31-2040	24,818,719	25,000,000	4.600%	1,148,902
HO-1065	06-29-2009	12-31-2040	14,254,210	14,596,000	4.252%	612,108
HO-1070	06-30-2009	12-31-2040	24,805,437	25,000,000	4.262%	1,064,415
HO-1075	07-09-2009	12-31-2040	24,798,857	25,000,000	4.100%	1,023,924
HO-1080	07-17-2009	12-31-2040	12,651,023	12,900,000	4.382%	559,731
HO-1085	07-20-2009	12-31-2040	24,813,447	25,000,000	4.464%	1,114,906
HO-1090	08-05-2009	12-31-2039	9,919,394	10,000,000	4.396%	439,137

Notes

Type of Debt Issue	Date of Issue	Date of Maturity	Amount Outstanding 2/28/2011	Amount Issued	Coupon Interest Rate	Interest 2010
HO1095	08-12-2009	12-31-2040	24,810,537	25,000,000	4.390%	1,096,409
HO 1100	08-10-2009	12-31-2040	24,817,526	25,000,000	4.569%	1,141,153
HO 1105	09-15-2009	12-31-2040	19,840,461	20,000,000	4.142%	827,537
HO 1110	09-16-2009	12-31-2040	19,842,154	20,000,000	4.194%	837,935
HO 1115	09-22-2009	12-31-2040	19,841,537	20,000,000	4.175%	834,136
HO 1120	09-23-2009	12-31-2039	19,830,320	20,000,000	4.137%	826,486
HO1125	10-01-2009	01-03-2040	18,833,734	19,000,000	3.978%	754,961
HO1130	10-01-2009	12-31-2040	5,950,634	6,000,000	3.990%	239,143
HO1135	11-18-2009	01-03-2040	24,787,068	25,000,000	4.117%	1,028,109
FO1140	11-18-2009	01-03-2040	24,787,068	25,000,000	4.117%	1,028,109
HO1145	11-19-2009	01-03-2040	24,788,688	25,000,000	4.156%	1,037,856
HO1150	11-19-2009	01-03-2040	24,788,688	25,000,000	4.156%	1,037,856
HO1155	01-27-2010	01-03-2040	19,838,176	20,000,000	4.377%	809,718
HO1160	01-28-2010	12-31-2040	6,919,286	7,000,000	4.398%	283,319
HO1165	2/3/2010	01-03-2040	8,927,121	9,000,000	4.373%	356,492
HO1170	2/12/2010	12-31-2040	18,859,524	19,000,000	4.508%	754,783
HO1175	6/4/2010	12-31-2023	2,639,127	2,714,000	3.224%	50,061
HO1180	6/4/2010	12-31-2034	323,941	327,000	3.943%	7,407
HO1185	6/8/2010	12-31-2040	648,027	652,000	3.922%	14,419
HO1190	6/8/2010	12-31-2040	904,455	910,000	3.922%	20,125
HO1195	6/8/2010	12-31-2039	1,240,686	1,249,000	2.897%	27,442
HO1200	6/10/2010	12-31-2039	430,045	433,000	3.913%	9,459
		Total FFB	2,150,286,864			104,821,505
9J990 - Payments Unapplied			(51,298,746)		5.000%	
			2,535,899,077			115,320,816
Bonds			59,100,000			768,171
Annual Debt Fees			N/A			N/A
Amortization of Issuance Costs			N/A			N/A
			2,594,999,077			
Sick Leave Reserve			1,400,494			N/A
Total Long-Term Debt and Annualized Cost			2,596,399,572			116,088,987