

JOHN N. HUGHES
ATTORNEY AT LAW
PROFESSIONAL SERVICE CORPORATION
124 WEST TODD STREET
FRANKFORT, KENTUCKY 40601

TELEPHONE: (502) 227-7270

JNHUGHES@fewpb.net

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March 29, 2007

RECEIVED

MAR 29 2007

PUBLIC SERVICE
COMMISSION

Mike Buford
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

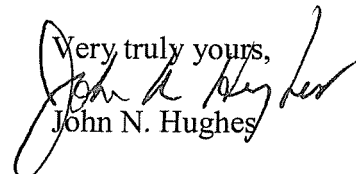
Re: Case 2007-00099

Dear Mr. Buford:

Southern Water and Sewer District provides the attached responses to your letter of March 13, 2007. A letter attested by the Chairman of the District lists the responses to the deficiencies found with the District's original application. Because of the size of the mortgage required by 807 KAR 5:001§11(2)(b), the District requests a deviation to file two copies of that document.

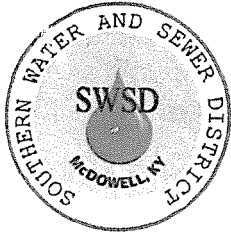
If any other information is needed, please contact me.

Very truly yours,



John N. Hughes

Attorney for Southern Water and
Sewer District



SOUTHERN WATER & SEWER DISTRICT

P.O. Box 610
245 KY Rt. 680
McDowell, KY 41647

Ph. (606) 377-9296 Fax. (606) 377-9286

March 26, 2007

Mr. Mike Burford, Director
Division of Filings
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615

RECEIVED

MAR 29 2007

PUBLIC SERVICE
COMMISSION

RE: **Case No. 2007-00099**

Dear Mr. Burford:

In response to your letter of March 13, 2007 which outlined deficiencies in our original filing for the above referenced case, Southern Water & Sewer District submits the following:

Filing deficiencies pursuant to 807 KAR 5:001:

- 807 KAR 5:001: Section 11(1)(a) Description of applicant's property:** With reference to property currently owned by the applicant, please refer to the 2005 Annual Report previously submitted to the Kentucky Public Service Commission.
- 807 KAR 5:001: Section 11(1)(b) If Bonds or Notes or Other Indebtedness is proposed: Full description of all terms:** Please refer to attached letter of commitment from First Guaranty Bank.
- 807 KAR 5:001: Section 11(1)(b) If Bonds or Notes or Other Indebtedness is proposed: Interest rate(s):** Please refer to attached letter of commitment from First Guaranty Bank (5.5% fixed for term of loan – 10 years).
- 807 KAR 5:001: Section 11(2)(b) Copies of all deeds or mortgages. If previously filed, state case number:** Applicant has one other outstanding mortgage to First Guaranty Bank (copy attached) (mortgage secures loan for pay-off amount due to Veolia Water for management fees). All of the other applicant's loans have been made through either the Kentucky Infrastructure Authority or USDA Rural Development, neither of which involve mortgages, or for personal property (ie: vehicles).
- 807 KAR 5:001: Section 11(2)(c) If property to be acquired: Detailed estimates by USOA account number.** Detailed estimates by USOA account number are as follows:

	<u>DR</u>	<u>CR</u>
Account 303 Land	175,239.00 (a)	
Note Payable: 1 st Guaranty Bank:		167,739.00 (b)
Rental Expense:		7,500.00 (c)
(a) Purchase amount (175,000.00) plus estimated closing costs (239.00)		

Equal Opportunity Employer

(b) Includes estimated closing costs.

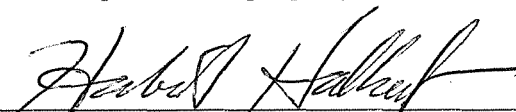
(c) Payments made for purchase option and extensions were charged to current year rent expense.

6. **807 KAR 5:001: Section 6(4) Mortgages: Amount of indebtedness secured:** Amount of indebtedness to be secured is \$167,500.00.
7. **807 KAR 5:001: Section 6(4) Mortgages: Date of Execution:** Proposed date of execution of proposed loan/mortgage is April 30, 2007.
8. **807 KAR 5:001: Section 6(4) Mortgages: Name of Mortgagee or Trustee:** Mortgagee is:
First Guaranty Bank
P.O. Box 888
Martin, Kentucky 41649
9. **807 KAR 5:001: Section 6(4) Mortgages: Name of Mortgagor:** Name of Mortgagor is:
Southern Water & Sewer District
P.O. Box 610
McDowell, Kentucky 41653
10. **807 KAR 5:001: Section 6(4) Mortgages: Sinking Fund Provisions:** There are no sinking fund provisions associated with this transaction.

Filing deficiencies pursuant to KRS 278.300(2)

1. **Every financing application shall be made under oath, and shall be signed and filed on behalf of the utility by its president, or by a vice president, auditor, comptroller or other executive officer having knowledge of the matters set forth and duly designated by the utility. See below:**

I, Hubert Halbert, acting on behalf of Southern Water & Sewer District as Chairman of the District's Board of Commissioners, do hereby swear, under oath, that the information contained herein and in the original application submitted to the Kentucky Public Service Commission for authorization to borrow funds for acquisition of property by the District, is accurate, to the best of my knowledge.



Hubert Halbert, Chairman
Southern Water & Sewer District

3/26/07

Date

STATE OF KENTUCKY
COUNTY OF FLOYD

The foregoing Letter and Application to the Kentucky Public Service Commission was produced to me in said county and was signed under oath by Hubert Halbert, Chairman of the Southern Water & Sewer District, on this the 26TH day of March, 2007.

My Commission expires: Jan 22, 2010
Notary Public: 

G FIRST GUARANTY BANK

P. O. Box 888
36 Main Street
Martin, Kentucky 41649
Phone: (606) 285-3294
Fax: (606) 285-3291

March 20, 2007

Southern Water & Sewer District
Loan Proposal—ATTN: HUBERT HALBERT, CHAIRMAN
P.O. Box 610
McDowell, KY. 41647

Ladies and Gentlemen:

Please accept the following proposal for the purchase of a commercial building and land located at 245 Ky Rt 680, McDowell, Kentucky with the following requested terms:

- **The note amount is to be \$167,500.00 plus applicable closing costs including but not limited to appraisal fee, attorney's fees, and filing fees currently estimated at a total closing cost of \$239.00**
- **The note is to mature in 10 years.**
- **Repayment terms will consist of monthly principal and interest payments amortized over the entire loan term, with an estimated monthly payment of 1,827.44**
- **The loan closing is to take place prior to April 30, 2007**

Based upon these terms, First Guaranty Bank is prepared to offer a **rate of 5.50% that will remain fixed for the duration of the 120 month term. Said proposal is subject to clear title search of the property, perfected senior (first) mortgage lien filing, and Certificate of Insurance binder.**

Thank you for this opportunity to service your business needs. Should there be any questions regarding this loan proposal, do not hesitate to call.

Sincerely,



Rita J. Slone,
Vice President

AMORTIZATION SCHEDULE

App. Date	Application No.	Loan Amount	Dept.	Collateral	Officer	Init.
03-20-2007		167,739.00				

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Applicant: SOUTHERN WATER & SEWER DISTRICT (TIN:
61-0874341)
PO BOX 610
MCDOWELL, KY 41647

Lender: First Guaranty Bank
P.O. Box 888
39 Triangle Street
Martin, KY 41649

Disbursement Date: March 20, 2007
Interest Rate: 5.500

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	04-20-2007	1,827.44	794.43	1,033.01	166,705.99
2	05-20-2007	1,827.44	764.07	1,063.37	165,642.62
3	06-20-2007	1,827.44	784.50	1,042.94	164,599.68
4	07-20-2007	1,827.44	754.42	1,073.02	163,526.66
5	08-20-2007	1,827.44	774.48	1,052.96	162,473.70
6	09-20-2007	1,827.44	769.49	1,057.95	161,415.75
7	10-20-2007	1,827.44	739.82	1,087.62	160,328.13
8	11-20-2007	1,827.44	759.33	1,068.11	159,260.02
9	12-20-2007	1,827.44	729.94	1,097.50	158,162.52
2007 TOTALS:		16,446.96	6,870.48	9,576.48	
10	01-20-2008	1,827.44	749.08	1,078.36	157,084.16
11	02-20-2008	1,827.44	743.97	1,083.47	156,000.69
12	03-20-2008	1,827.44	691.17	1,136.27	154,864.42
13	04-20-2008	1,827.44	733.46	1,093.98	153,770.44
14	05-20-2008	1,827.44	704.78	1,122.66	152,647.78
15	06-20-2008	1,827.44	722.96	1,104.48	151,543.30
16	07-20-2008	1,827.44	694.57	1,132.87	150,410.43
17	08-20-2008	1,827.44	712.36	1,115.08	149,295.35
18	09-20-2008	1,827.44	707.08	1,120.36	148,174.99
19	10-20-2008	1,827.44	679.14	1,148.30	147,026.69
20	11-20-2008	1,827.44	696.33	1,131.11	145,895.58
21	12-20-2008	1,827.44	668.69	1,158.75	144,736.83
2008 TOTALS:		21,929.28	8,503.59	13,425.69	
22	01-20-2009	1,827.44	685.49	1,141.95	143,594.88
23	02-20-2009	1,827.44	680.08	1,147.36	142,447.52
24	03-20-2009	1,827.44	609.36	1,218.08	141,229.44
25	04-20-2009	1,827.44	668.88	1,158.56	140,070.88
26	05-20-2009	1,827.44	641.99	1,185.45	138,885.43
27	06-20-2009	1,827.44	657.78	1,169.66	137,715.77
28	07-20-2009	1,827.44	631.20	1,196.24	136,519.53
29	08-20-2009	1,827.44	646.57	1,180.87	135,338.66
30	09-20-2009	1,827.44	640.98	1,186.46	134,152.20
31	10-20-2009	1,827.44	614.86	1,212.58	132,939.62
32	11-20-2009	1,827.44	629.62	1,197.82	131,741.80
33	12-20-2009	1,827.44	603.82	1,223.62	130,518.18
2009 TOTALS:		21,929.28	7,710.63	14,218.65	
34	01-20-2010	1,827.44	618.15	1,209.29	129,308.89
35	02-20-2010	1,827.44	612.42	1,215.02	128,093.87
36	03-20-2010	1,827.44	547.96	1,279.48	126,814.39
37	04-20-2010	1,827.44	600.61	1,226.83	125,587.56
38	05-20-2010	1,827.44	575.61	1,251.83	124,335.73
39	06-20-2010	1,827.44	588.87	1,238.57	123,097.16
40	07-20-2010	1,827.44	564.20	1,263.24	121,833.92
41	08-20-2010	1,827.44	577.02	1,250.42	120,583.50
42	09-20-2010	1,827.44	571.10	1,256.34	119,327.16
43	10-20-2010	1,827.44	546.92	1,280.52	118,046.64
44	11-20-2010	1,827.44	559.08	1,268.36	116,778.28
45	12-20-2010	1,827.44	535.23	1,292.21	115,486.07
2010 TOTALS:		21,929.28	6,897.17	15,032.11	
46	01-20-2011	1,827.44	546.95	1,280.49	114,205.58
47	02-20-2011	1,827.44	540.89	1,286.55	112,919.03
48	03-20-2011	1,827.44	483.04	1,344.40	111,574.63
49	04-20-2011	1,827.44	528.43	1,299.01	110,275.62
50	05-20-2011	1,827.44	505.43	1,322.01	108,953.61
51	06-20-2011	1,827.44	516.02	1,311.42	107,642.19
52	07-20-2011	1,827.44	493.36	1,334.08	106,308.11
53	08-20-2011	1,827.44	503.49	1,323.95	104,984.16

AMORTIZATION SCHEDULE (Continued)

54	09-20-2011	1,827.44	497.22	1,330.22	103,653.94
55	10-20-2011	1,827.44	475.08	1,352.36	102,301.58
56	11-20-2011	1,827.44	484.51	1,342.93	100,958.65
57	12-20-2011	1,827.44	462.73	1,364.71	99,593.94
2011 TOTALS:		21,929.28	6,037.15	15,892.13	
58	01-20-2012	1,827.44	471.69	1,355.75	98,238.19
59	02-20-2012	1,827.44	465.27	1,362.17	96,876.02
60	03-20-2012	1,827.44	429.21	1,398.23	95,477.79
61	04-20-2012	1,827.44	452.19	1,375.25	94,102.54
62	05-20-2012	1,827.44	431.30	1,396.14	92,706.40
63	06-20-2012	1,827.44	439.07	1,388.37	91,318.03
64	07-20-2012	1,827.44	418.54	1,408.90	89,909.13
65	08-20-2012	1,827.44	425.82	1,401.62	88,507.51
66	09-20-2012	1,827.44	419.18	1,408.26	87,099.25
67	10-20-2012	1,827.44	399.20	1,428.24	85,671.01
68	11-20-2012	1,827.44	405.75	1,421.69	84,249.32
69	12-20-2012	1,827.44	386.14	1,441.30	82,808.02
2012 TOTALS:		21,929.28	5,143.36	16,785.92	
70	01-20-2013	1,827.44	392.19	1,435.25	81,372.77
71	02-20-2013	1,827.44	385.39	1,442.05	79,930.72
72	03-20-2013	1,827.44	341.93	1,485.51	78,445.21
73	04-20-2013	1,827.44	371.53	1,455.91	76,989.30
74	05-20-2013	1,827.44	352.87	1,474.57	75,514.73
75	06-20-2013	1,827.44	357.65	1,469.79	74,044.94
76	07-20-2013	1,827.44	339.37	1,488.07	72,556.87
77	08-20-2013	1,827.44	343.64	1,483.80	71,073.07
78	09-20-2013	1,827.44	336.61	1,490.83	69,582.24
79	10-20-2013	1,827.44	318.92	1,508.52	68,073.72
80	11-20-2013	1,827.44	322.40	1,505.04	66,568.68
81	12-20-2013	1,827.44	305.11	1,522.33	65,046.35
2013 TOTALS:		21,929.28	4,167.61	17,761.67	
82	01-20-2014	1,827.44	308.07	1,519.37	63,526.98
83	02-20-2014	1,827.44	300.87	1,526.57	62,000.41
84	03-20-2014	1,827.44	265.22	1,562.22	60,438.19
85	04-20-2014	1,827.44	286.24	1,541.20	58,896.99
86	05-20-2014	1,827.44	269.94	1,557.50	57,339.49
87	06-20-2014	1,827.44	271.57	1,555.87	55,783.62
88	07-20-2014	1,827.44	255.67	1,571.77	54,211.85
89	08-20-2014	1,827.44	256.75	1,570.69	52,641.16
90	09-20-2014	1,827.44	249.31	1,578.13	51,063.03
91	10-20-2014	1,827.44	234.04	1,593.40	49,469.63
92	11-20-2014	1,827.44	234.29	1,593.15	47,876.48
93	12-20-2014	1,827.44	219.43	1,608.01	46,268.47
2014 TOTALS:		21,929.28	3,151.40	18,777.88	
94	01-20-2015	1,827.44	219.13	1,608.31	44,660.16
95	02-20-2015	1,827.44	211.52	1,615.92	43,044.24
96	03-20-2015	1,827.44	184.13	1,643.31	41,400.93
97	04-20-2015	1,827.44	196.08	1,631.36	39,769.57
98	05-20-2015	1,827.44	182.28	1,645.16	38,124.41
99	06-20-2015	1,827.44	180.56	1,646.88	36,477.53
100	07-20-2015	1,827.44	167.19	1,660.25	34,817.28
101	08-20-2015	1,827.44	164.90	1,662.54	33,154.74
102	09-20-2015	1,827.44	157.02	1,670.42	31,484.32
103	10-20-2015	1,827.44	144.30	1,683.14	29,801.18
104	11-20-2015	1,827.44	141.14	1,686.30	28,114.88
105	12-20-2015	1,827.44	128.86	1,698.58	26,416.30
2015 TOTALS:		21,929.28	2,077.11	19,852.17	
106	01-20-2016	1,827.44	125.11	1,702.33	24,713.97
107	02-20-2016	1,827.44	117.05	1,710.39	23,003.58
108	03-20-2016	1,827.44	101.92	1,725.52	21,278.06
109	04-20-2016	1,827.44	100.78	1,726.66	19,551.40
110	05-20-2016	1,827.44	89.61	1,737.83	17,813.57
111	06-20-2016	1,827.44	84.37	1,743.07	16,070.50
112	07-20-2016	1,827.44	73.66	1,753.78	14,316.72
113	08-20-2016	1,827.44	67.81	1,759.63	12,557.09
114	09-20-2016	1,827.44	59.47	1,767.97	10,789.12
115	10-20-2016	1,827.44	49.45	1,777.99	9,011.13
116	11-20-2016	1,827.44	42.68	1,784.76	7,226.37
117	12-20-2016	1,827.44	33.12	1,794.32	5,432.05
2016 TOTALS:		21,929.28	945.03	20,984.25	

**AMORTIZATION SCHEDULE
(Continued)**

118	01-20-2017	1,827.44	25.73	1,801.71	3,630.34
119	02-20-2017	1,827.44	17.19	1,810.25	1,820.09
120	03-20-2017	1,827.44	7.35	1,820.09	0.00
2017 TOTALS:		5,482.32	50.27	5,432.05	

TOTALS:		219,292.80	51,553.80	167,739.00	
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NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Book 488 Page 395

Book 15 Page 267

RECORDATION

REQUESTED BY:

First Guaranty Bank
P.O. Box 888
39 Triangle Street
Martin, KY 41649

MTG
LODGED FOR RECORD

DATE 2-10-06

TIME 10:38

FEE 140.00

BY: Sandy Howe B.G.
Chris Waugh
Clerk of Floyd County

FF
LODGED FOR RECORD

DATE 2-17-06

TIME 10:38

FEE 17.00

BY: Sandy Howe D.C.
Chris Waugh
Clerk of Floyd County

WHEN RECORDED MAIL

TO:

First Guaranty Bank
P.O. Box 888
39 Triangle Street
Martin, KY 41649

SEND TAX NOTICES TO:

First Guaranty Bank
P.O. Box 888
39 Triangle Street
Martin, KY 41649

FOR RECORDER'S USE ONLY

**MORTGAGE, LEASEHOLD MORTGAGE,
SECURITY AGREEMENT, ASSIGNMENT AND FIXTURE FILING**

MATURITY DATE. The maturity date of the Note is February 10, 2008.

THIS MORTGAGE dated February 10, 2006, is made and executed between SOUTHERN WATER & SEWER DISTRICT, whose address is 245, Ky Rt 680, McDowell, KY 41647 (referred to below as "Grantor") and First Guaranty Bank, whose address is P.O. Box 888, 39 Triangle Street, Martin, Floyd County, KY 41649 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender with covenant of GENERAL WARRANTY all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FLOYD County, KENTUCKY:

ATTACHED EXHIBITS: ALL INVENTORY, CHATTEL PAPER, ACCOUNTS, EQUIPMENT, GENERAL INTANGIBLES AND FIXTURES; WHETHER ANY OF FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5000. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as Default, and Lender may exercise any or all of its available remedies for Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or

other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This Instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Default will occur if payment in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. Upon Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Lender in Possession. Upon acceleration of the Indebtedness or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender may, without regard to the adequacy of the security for the Indebtedness, enter into possession of and manage and operate, by itself or through a receiver, the Property and collect the Rents, including those past due. Lender may exercise all rights and powers of Lender with respect to the Property either in the name of Grantor or otherwise as Lender shall deem best. Lender shall be entitled to make, enforce, modify or accept surrender of any lease or leases of the Property. Any Rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of Rents, including but not limited to receiver's fees, premiums on the receiver's bonds and reasonable attorneys' fees and then to the other Indebtedness secured by this Mortgage.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the

Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the

alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Kentucky without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the Commonwealth of Kentucky.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Floyd County, Commonwealth of Kentucky.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Dower/Homestead Rights. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the Kentucky as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means SOUTHERN WATER & SEWER DISTRICT and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Grantor. The word "Grantor" means SOUTHERN WATER & SEWER DISTRICT.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to

human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means First Guaranty Bank, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated February 10, 2006, **in the original principal amount of \$600,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is February 10, 2008.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

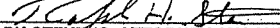
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits; and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SOUTHERN WATER & SEWER DISTRICT

By: 
HUBERT HALBERT, CHAIRMAN of SOUTHERN WATER & SEWER DISTRICT

This Mortgage prepared by: X 
RALPH STEVENS, ATTORNEY AT LAW
142 WEST BRANHAM STREET
PRESTONSBURG, KY 41653

GOVERNMENT ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

)

) SS

COUNTY OF Floyd

)

The foregoing instrument was acknowledged before me this 10 day of Feb., 2006 by **HUBERT HALBERT, CHAIRMAN of SOUTHERN WATER & SEWER DISTRICT**, a Kentucky government, on behalf of the governmental entity.

Hita J. Stone
(Signature of Person Taking Acknowledgment)

Notary Public
(Title or Rank)

3/29/07
(Serial Number, if any) (My commission expires)

Book 488 Page 395

Book 15 Page 267

**RECORDATION
REQUESTED BY:**
First Guaranty Bank
P.O. Box 888
39 Triangle Street
Martin, KY 41649

**WHEN RECORDED MAIL
TO:**
First Guaranty Bank
P.O. Box 888
39 Triangle Street
Martin, KY 41649

SEND TAX NOTICES TO:
First Guaranty Bank
P.O. Box 888
39 Triangle Street
Martin, KY 41649

MTG
LODGED FOR RECORD
DATE 2-10-06
TIME 10:38
FEE 140.00

Chris Waugh
Clerk of Floyd County
BY: Sandy Howe D.C.

FF
LODGED FOR RECORD
DATE 2-17-06
TIME 10:38
FEE 17.00

Chris Waugh
Clerk of Floyd County
BY: Sandy Howe D.C.

FOR RECORDER'S USE ONLY

**MORTGAGE, LEASEHOLD MORTGAGE,
SECURITY AGREEMENT, ASSIGNMENT AND FIXTURE FILING**

MATURITY DATE. The maturity date of the Note is February 10, 2008.

THIS MORTGAGE dated February 10, 2006, is made and executed between **SOUTHERN WATER & SEWER DISTRICT**, whose address is 245, Ky Rt 680, McDowell, KY 41647 (referred to below as "Grantor") and **First Guaranty Bank**, whose address is P.O. Box 888, 39 Triangle Street, Martin, Floyd County, KY 41649 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender with covenant of **GENERAL WARRANTY** all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in FLOYD County, KENTUCKY:

ATTACHED EXHIBITS: ALL INVENTORY, CHATTEL PAPER, ACCOUNTS, EQUIPMENT, GENERAL INTANGIBLES AND FIXTURES; WHETHER ANY OF FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, GENERAL INTANGIBLES AND OTHER ACCOUNTS PROCEEDS), ALL RENTS, PROCEEDS, ISSUES, INCOME, PROFITS, AND AVAILS PERTAINING THERETO OR DERIVED THEREFROM. SEE EXHIBIT OF: THE REAL PROPERTY LOCATED IN FLOYD COUNTY, COMMONWEALTH OF KENTUCKY, A COPY OF SAID EXHIBIT WHICH IS ATTACHED TO THIS MORTGAGE AND MADE A PART OF THIS MORTGAGE AS IF FULLY SET FORTH HEREIN. SEE EXHIBIT OF: ALL CONTRACTS, LEASES, EASEMENT AGREEMENTS, AND RIGHT OF WAY AGREEMENTS AS HELD BY SOUTHERN WATER AND SEWER DISTRICT. THE REAL PROPERTY OR ITS ADDRESS IS COMMONLY KNOWN AS ALL FLOYD COUNTY PROPERTY, KY.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

[Back To Search Results](#)

Deed Details

[View Image](#)

Type: **DEED**
Book: **449**
Page: **230**
File Num: **10120790**
Date Filed: **7/17/2000**
Time Filed: **11:47AM**

Grantor: **NEWMAN, PEARL TACKETT NEWSOME**

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description: **LEFT FORK OF BEAVER CRK**

Cross References:	Docket	Book	Page	Comment
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[Back To Search Results](#)



Beginning at an iron pin with cap marked PLS 2670 set in the east right-of-way of KY. 1498 (Jacks Creek Road), said point bearing N. 03 deg. 51 min. 59 sec. W., 184.21 feet along said right-of-way from its intersection with the centerline of a dirt & rock access road; thence, commencing from the point of beginning, leaving said right-of-way, severing the lands of the grantor for three calls, S 89 deg. 59 min. 02 sec. E., 24.95 feet to a set iron pin with cap marked PLS 2670; thence, S. 03 deg. 42 min. 58 sec. E., 24.95 feet to a point; thence, N. 89 deg. 59 min. 02 sec. W., 24.95 feet to an iron pin with cap marked PLS 2670 set in said right-of-way thence, with said right-of-way, N. 03 deg. 42 min. 58 sec. W., 24.95 feet to the point of beginning and containing a total of 0.014 acres as surveyed May 26, 2000 by Barry M. Robinson, KY. PLS 2670.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, the Grantor does swear and certify that the above reflected consideration is the full consideration paid for the property herein conveyed.

IN TESTIMONY WHEREOF, Witness the hand of the Grantor the date first above written.

Pearl Newsome Newman
PEARL TACKETT NEWSOME NEWMAN, Grantor

[Back To Search Results](#)

Deed Details

[View Image](#)

Type: **DEED**
 Book: **452**
 Page: **22**
 File Num: **10123840**
 Date Filed: **9/29/2000**
 Time Filed: **02:46PM**

Grantor: **CLARK, RUSSELL**
CLARK, IDA SUE
CLARK, CECIL PALMER
CLARK, LOLA
CLARK, KENNETH
CLARK, ELEANOR

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

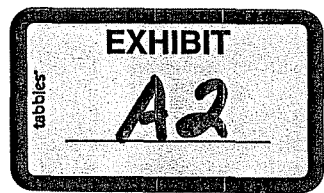
Description: **BRANHAM CREEK OF BIG MUD CK**

Cross References:

Docket	Book	Page	Comment
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[Back To Search Results](#)



Book D452 Page 22

DEED

THIS DEED OF CONVEYANCE, made and entered into this 17th day of September, 2000, by and between RUSSELL CLARK and IDA SUE CLARK, his wife, 5096 Ky Rt. 3379, Gravel, Ky 41631, CECIL PALMER CLARK and LOLA CLARK, his wife, Columbus, Ohio, and KENNETH CLARK and ELEANOR CLARK, his wife, Clyde, Ohio, Parties of the First Part and Grantors, and SOUTHERN WATER & SEWER DISTRICT, P.O. Box 610, McDowell, Kentucky, 41647, Party of the Second Part and Grantee.

WITNESSETH:

In consideration of the sum of \$5,000.00 cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration as set forth hereafter, the Grantors have sold and do by these presents bargain, sell, transfer and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to the Grantors, Russell Clark, Cecil Palmer Clark, and Kenneth G. Clark, by deed dated August 13, 1965, of record in Deed Book 315, Page 244, in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, on Branham Creek of Big Mud Creek, which is more particularly described as follows:

Beginning at a point in the west line of a new pump station site on the property of Russell, Cecil and Kenneth Clark, said point being described from the intersection of the centerline of KY. Highway 3379 and the south property line of said Clark, thence

with said centerline of highway for seven calls N. 02 deg. 06 min. 44 sec. W., 37.58 feet to a mag nail; thence, N. 08 deg. 38 min. 02 sec. W., 45.49 feet to mag nail; thence, N. 15 deg. 42 min. 41 sec. W., 75.98 feet to a mag nail; thence, N. 07 deg. 34 min. 30 sec. W., 52.38 feet to a mag nail; thence, N. 05 deg. 19 min. 53 sec. E., 52.75 feet to a mag nail; thence, N. 12 deg. 02 min. 40 sec. E., 104.67 feet to a mag nail; thence, N. 11 deg. 07 min. 18 sec. E., 16.15 feet to a point; thence, leaving said centerline of KY. 3379 with the centerline of a 15 foot wide access easement, S. 77 deg. 16 min. 28 sec. E., 89.05 feet to the point of beginning; thence, commencing from the point of beginning, with five new pump station lines to Clark; N. 12 deg. 43 min. 28 sec. E., 12.37 feet to a set iron pin with cap marked PLS 2670; thence, S. 81 deg. 14 min. 25 sec. E., 24.74 feet to a set iron pin with cap marked PLS 2670; thence, S. 12 deg. 01 min. 29 sec. W., 25.07 feet to an iron pin with cap marked PLS 2670; thence, N. 60 deg. 25 min. 03 sec. W., 25.02 feet to a set iron pin with cap marked PLS 2670; thence, N. 12 deg. 43 min. 28 sec. E., 12.37 to the point of beginning and containing a total of 0.0142 acres as surveyed August 16, 2000 by Barry M. Robinson, KY. PLS 2670 and shown on the attached plat.

There is also conveyed a 15' easement which runs with centerline described in call No. 8 above leading from KY 3379 to the 0.0142 acre pump station site above for ingress and egress to the pump station site as described above.

The full consideration for this deed is \$5,000.00, cash in hand paid, and Grantee further agrees to grade the pipe storage yard after construction is completed and agrees to provide two (2) free water hookups and a fire hydrant to be located on the site which was the pipe storage yard.

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Deed Details

[View Image](#)

Type: **DEED**
Book: **452**
Page: **36**
File Num: **10123842**
Date Filed: **9/29/2000**
Time Filed: **02:46PM**

Grantor: **KEATHLEY, JAMES W**
KEATHLEY, MADGE

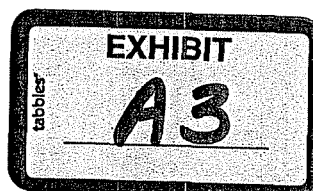
Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description:

Cross References:	Docket	Book	Page	Comment
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Book D452 Page 36

DEED

THIS DEED OF CONVEYANCE, made and entered into this 26th day of September, 2000, by and between **JAMES W. KEATHLEY** and **MADGE KEATHLEY**, his wife, 5981 Ky Rt 3379, Galveston, Ky 41635, Parties of the First Part and Grantors, and **SOUTHERN WATER & SEWER DISTRICT, P.O. Box 610, McDowell, Kentucky, 41647**, Party of the Second Part and Grantee.

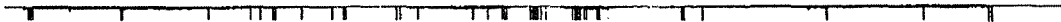
WITNESSETH:

In consideration of the sum of \$2,000.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantors have sold and do by these presents bargain, sell, transfer and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to the Grantors, James W. Keathley and Madge Keathley, his wife, from Lisa Renee Newsome Bentley and Orville Douglas Bentley, her husband, by deed dated October 12, 1992, of record in Deed Book 361, Page 211, in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, which is more particularly described as follows:

A certain tract of land running along Kentucky Highway #3379 in Floyd County, Ky., said tract being a portion of the James W. and Madge Keathley property, and more particularly described as follows:

Unless stated otherwise, any monument referred to as an "iron pin set" is a half inch rebar with an orange plastic cap stamped "PLS #3272".



Beginning at an iron pin set in the east right-of-way of Ky. Hwy. #3379, said point being a new corner to James W. and Madge Keathley (D.B. 361, Pg. 211) and being S 21 degrees 25 minutes 06 seconds E 128.67 feet from the intersection of said right-of-way, Keathley's north line, and the southwest corner of Claude and Wilma Hall (D.B. 359, Pg. 108); Thence severing the Keathley property for three calls: N 68 degrees 34 minutes 54 seconds E 15.00 feet to an iron pin set, S 21 degrees 25 minutes 06 seconds E 15.00 feet to an iron pin set, S 68 degrees 34 minutes 54 seconds W 15.00 feet to an iron pin set in said right-of-way, Thence with said right-of-way N 25 degrees 25 minutes 06 seconds W 15.00 feet to the point of beginning and containing 0.005 acres as surveyed by Gregory D. Walter, PLS #3272, PDR Engineers, Inc., on August 29, 2000.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, the Grantor does swear and certify that the above reflected consideration is the full consideration paid for the property herein conveyed.

IN TESTIMONY WHEREOF, Witness the hands of the Grantors the date first above written.

James W. Keathley
 JAMES W. KEATHLEY, Grantor

Madge Keathley
 MADGE KEATHLEY, Grantor



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Deed Details

[View Image](#)

Type: **DEED**
Book: **452**
Page: **540**
File Num: **10126036**
Date Filed: **10/19/2000**
Time Filed: **03:00PM**

Grantor: **OSBORNE, ROSE**

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description: **MELVIN**

Cross References:	Docket	Book	Page	Comment
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Book D452 Page 540

DEED

THIS DEED OF CONVEYANCE, made and entered into this ____ day of October, 2000, by and between ROSE OSBORNE, single, X Box 218 Byrnes Ky. 41612, Party of the First Part and Grantor, and SOUTHERN WATER & SEWER DISTRICT, P.O. Box 610, McDowell, Kentucky, 41647, Party of the Second Part and Grantee.

WITNESSETH:

In consideration of the sum of \$2,000.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantor has sold and does by these presents bargain, sell, transfer and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to the Grantor, Rose Osborne, from Judith Isaac, single, by deed dated June 4, 1999, of record in Deed Book 434, Page 515, in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, which is more particularly described as follows:

Beginning at an iron pin with cap marked PLS 2670 set in the north right-of-way of KY. 122 at Melvin, corner common to the Melvin Baptist Church; thence, commencing from the beginning point with part of said line of church N. 27 deg. 45 min. 23 sec. E., 25.14 feet to a set pin with cap marked PLS 2670; thence, leaving said east line of the church severing the land of Osborne, S. 62 deg. 02 min. 42 sec. E., 24.76 feet to a set iron pin with cap marked PLS 2670; thence, S. 27 deg. 34 min. 03 sec. W., 25.13 feet to an iron pin with cap marked PLS 2670 set in the north right-of-way of said KY 122; thence, with part of said right-of-way N. 62



Book D-52 Page 541

deg. 04 min. 43 sec. W., 24.84 feet to the point of beginning and containing a total of 0.014 acres as surveyed September 14, 2000 by Barry M. Robinson, KY. PLS 2670 and shown on the attached plat.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, the Grantor does swear and certify that the above reflected consideration is the full consideration paid for the property herein conveyed.

IN TESTIMONY WHEREOF, Witness the hand of the Grantor the date first above written.

X Rose Osborne
ROSE OSBORNE, Grantor

COMMONWEALTH OF KENTUCKY

COUNTY OF FLOYD

The foregoing Deed and Consideration Certificate was acknowledged and sworn to before me this 19 day of October, 2000, by ROSE OSBORNE, single, Grantor.

My Commission Expires: 05/10/03

Marilyn A. Hatcher
NOTARY PUBLIC

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Deed Details

[View Image](#)

Type: **DEED**
Book: **454**
Page: **638**
File Num: **10129388**
Date Filed: **1/5/2001**
Time Filed: **03:52PM**

Grantor: **MULLINS, JERRY**
MULLINS, JEAN

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

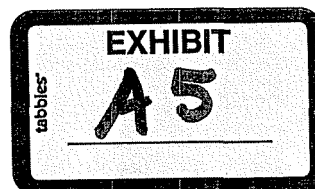
Description: **ABNER FORK LEFT BEAVER CREEK**

Cross References:

Docket	Book	Page	Comment
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DEED

BOOK D454 PAGE 638

~~FROM~~ THIS DEED OF CONVEYANCE, made and entered into this ^{27th}~~November~~^{December} day of ~~November~~, 2000, by and between JERRY MULLINS and JEAN MULLINS, his wife, 25784 KY ROUTE 122, MELVIN, KY 41650, Parties of the First Part and Grantors, and SOUTHERN WATER & SEWER DISTRICT, P.O. Box 610, McDowell, Kentucky, 41647, Party of the Second Part and Grantee.

WITNESSETH:

In consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantors have sold and do by these presents bargain, sell, transfer and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to the Grantors, Jerry Mullins and Jean Mullins, his wife, from Ray Jones, single, by deed dated July 2, 1976, of record in Deed Book 225, Page 572, in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, on Abner Fork of Left Beaver Creek, which is more particularly described as follows:

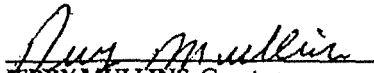
Beginning at an iron pin with cap marked PLS 2670 set in the north east corner of the new water tank site, said beginning corner is herewith described from a mag nail set in the centerline of KY. 122 following the centerline of a 15 foot wide access road easement crossing the lands of the grantor for nine calls, S. 69 deg. 20 min. 28 sec. E., 49.31 feet to a nail; thence, N. 30 deg. 03 min. 22 sec. E., 33.94 feet to a nail; thence, N. 32 deg. 28 min. 13 sec. E., 38.72 feet to a nail; thence, N. 32 deg. 43 min. 14 sec. E., 47.84 feet to a nail; thence, N. 30 deg. 58 min. 27 sec. E., 31.70 feet to a nail; thence, N. 47 deg. 08 min. 50

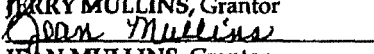
BOOK D454 PAGE 639

sec. E., 42.84 feet to a nail; thence, S. 40 deg. 50 min. 39 sec. E., 18.31 feet to a nail; thence, S. 19 deg. 40 min. 29 sec. E., 24.41 feet to a nail; thence, S. 17 deg. 26 min. 37 sec. E., 36.02 feet to a point in the north line of the new tank site; thence, with a part of same line, S. 67 deg. 44 min. 45 sec. E., 20.12 feet to the point of beginning; thence, commencing from the point of beginning severing the lands of grantor for four calls, S. 22 deg. 15 min. 20 sec. W., 85.00 feet to a set pin with cap marked PLS 2670; thence, N. 67 deg. 44 min. 44 sec. W., 50.00 feet to a set iron pin with cap marked PLS 2670; thence, N. 22 deg. 15 min. 12 sec., E., 85.00 feet to an iron pin with cap marked PLS 2670; thence, S. 67 deg. 44 min. 45 sec. E., 50.00 feet to the point of beginning and containing a total of 0.098 acres as surveyed September 14, 2000 by Barry M. Robinson KY.PLS 2670. The above described property corners are traversed from and tied to the KY. South Zone State Plane Coordinate System, NAV 88, and shown on the attached plat.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, the Grantors do swear and certify that this property herein conveyed is transferred for nominal consideration. We further certify that the full estimated fair cash value of the property herein conveyed is \$ 750⁰⁰.

IN TESTIMONY WHEREOF, Witness the hands of the Grantors the date first above written.



BARRY MULLINS, Grantor


JEAN MULLINS, Grantor

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Deed Details

[View Image](#)

Type: **DEED**
Book: **455**
Page: **275**
File Num: **10129824**
Date Filed: **1/19/2001**
Time Filed: **09:49AM**

Grantor: **SHEPHERD, LINDA**
SHEPHERD, HERSHEL

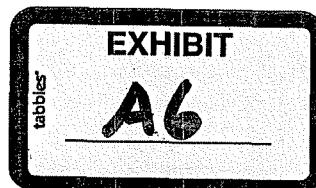
Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description:

Cross References:	Docket	Book	Page	Comment
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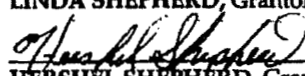
Book D455 Page 274

Beginning at an iron pin with cap marked PLS 2670 set in the southeast corner of the existing water tank property, said beginning point described from the intersection of the centerlines of Rogers Branch Road and Branham Creek Road (KY. 3379), with said centerline of Rogers Branch for six calls, S. 85 deg. 58 min. 31 sec. E., 78.27 feet to a point; thence, S. 89 deg. 58 min. 35 sec. E., 43.72 feet to a point; thence, N. 81 deg. 10 min. 41 sec. E., 30.70 feet to a point; thence, N. 88 deg. 11 min. 05 sec. E., 54.02 feet to a point; thence, S. 78 deg. 11 min. 58 sec. E., 28.06 feet to a point; thence, N. 89 deg. 20 min. 34 sec. E., 36.01 feet to a point; thence, with the centerline of a 15 foot access easement and part of the access road to a family cemetery up the hill for 17 calls, N. 74 deg. 28 min. 06 sec. E., 16.26 feet to a point; thence, N. 55 deg. 51 min. 34 sec. E., 19.03 feet to a point; N. 55 deg. 51 min. 34 sec. E., 83.78 feet to a point; thence, N. 57 deg. 13 min. 38 sec. E., 97.57 feet to a point; thence, N. 51 deg. 21 min. 36 sec. E., 47.49 feet to a point; thence, N. 57 deg. 36 min. 30 sec. E., 43.93 feet to a point; thence, N. 62 deg. 53 min. 21 sec. E., 29.35 feet to a point; thence, N. 65 deg. 38 min. 55 sec. E., 24.72 feet to a point; thence, N. 74 deg. 28 min. 06 sec. E., 16.26 feet to a point; thence, N. 83 deg. 01 min. 24 sec. E., 29.89 feet to a point; thence, N. 86 deg. 42 min. 36 sec. E., 39.14 feet to a point; thence, N. 85 deg. 57 min. 44 sec. E., 49.37 feet to a point; thence, N. 79 deg. 31 min. 19 sec. E., 29.25 feet to a point; thence, N. 72 deg. 17 min. 56 sec. E., 43.63 feet to a point; thence, N. 58 deg. 15 min. 40 sec. E., 28.08 feet to a point; thence, N. 70 deg. 38 min. 24 sec. W., 28.07 feet to a point; thence, N. 68 deg. 15 min. 53 sec. W., 49.54 feet to a point in the existing east tank site line; thence, S. 02 deg. 22 min. 05 sec. E., 13.94 feet to the point of beginning; thence, commencing from the point of beginning, with the existing tank property lines, N. 64 deg. 11 min. 36 sec. W., 126.93 feet to a set iron pin with cap marked PLS 2670; thence, N. 50 deg. 40 min. 09 sec. E., 71.79 feet to a set ip with cap marked PLS 2670;

thence, S. 64 deg. 36 min. 51 sec. E., 61.60 feet to an iron pin with cap marked PLS 2670; thence, S. 02 deg. 22 min. 05 sec. E., passing the intersection point of the access road centerline at 60.50 feet a total of 74.44 feet to the point of beginning and containing a total of 0.141 acres as surveyed July 12, 2000, by Barry M. Robinson, KY. PLS 2670 and shown on the attached plat.

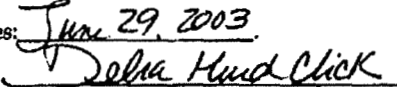
TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, the Grantors do swear and certify that the above reflected consideration is the full consideration paid for the property herein conveyed.

IN TESTIMONY WHEREOF, Witness the hands of the Grantors the date first above written.


LINDA SHEPHERD, Grantor

HERSHEL SHEPHERD, Grantor

COMMONWEALTH OF KENTUCKY
COUNTY OF FLOYD

The foregoing Deed and Consideration Certificate was acknowledged and sworn to before me this 17th day of January, 2001, by LINDA SHEPHERD and HERSHEL SHEPHERD, her husband, Grantors.

My Commission Expires: June 29, 2003

NOTARY PUBLIC

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Deed Details

[View Image](#)

Type: **LEASE**
Book: **461**
Page: **5**
File Num: **10143317**
Date Filed: **6/29/2001**
Time Filed: **02:59PM**

Grantor: **MOORE, DONALD ROE**
MOORE, MARY LOUISE

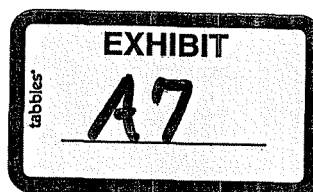
Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description: **B**

Cross References:	Docket	Book	Page	Comment
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BOOK D461 PAGE 8

EXHIBIT A (The Premises)

Being a part of the same property conveyed to the Lessor, Roe Donald Moore and Mary Louise Moore, by deed dated October 5, 1984, of record in Deed Book 350, Page 109, in the office of the Floyd County Clerk, and being a lot approximately 20' x 25' located on ~~Mary~~ ^{the Floyd} Branch-Cherokee Hollow, in Floyd County, Kentucky, which is more particularly described as follows:

Beginning at a stake located near the access road and approximately 125' from Gary Moore's line, 75' from Lessor's, Southern Water & Sewer District, property line, and 175' from Lessors, western property line, and being a rectangular lot 25' long and 20' wide, with the corners of the rectangle marked by set and capped rebar stakes.

STATE OF KENTUCKY, COUNTY OF FLOYD, S.S.
WITH \$ 0 TAX PAID ON SAME.
I, CHRIS WAUGH, Clerk of Floyd County certify that the foregoing Deed Agreement was on the 07 day of June, 2001 at 11:30 o'clock P.m. lodged for record whereupon the same with the foregoing and this certificate have been duly recorded in my office. Witness my hand, 07 day of June, 2001.
CHRIS WAUGH, Clerk by Don A. Kelley-D.C.

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Deed Details

[View Image](#)

Type: **LEASE**
Book: **467**
Page: **514**
File Num: **10152624**
Date Filed: **1/3/2002**
Time Filed: **01:09PM**

Grantor: **MULLINS, DINNA**

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

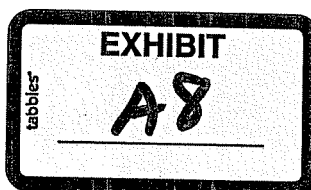
Description:

Cross References:

Docket	Book	Page	Comment
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BOOK 467 PAGE 517

EXHIBIT A (The Premises)

Being a part of the same property conveyed to Geneva Mullins and Dinna Mullins, from Mitchell Short and Bertha Short, his wife, by deed dated September 22, 1973, of record in Deed Book 215, Page 32, and being a part of the same property conveyed to Dinna Mullins, from Geneva Mullins, single, by deed dated January 18, 1988, of record in Deed Book 316, Page 278, both in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, on the waters of Frasures Creek, which is more particularly described as follows:

Frasure Creek Pump Station

Description of a certain tract or parcel of land lying and being on Frasure Creek near the town of McDowell, Floyd County, Kentucky, approximately 312' feet northwest from the intersection of Gearheart Branch and Frasure Creek, subject property lies on the north side of KY RT. 1929 and entirely within a boundary of land now owned by Dinna Mullins as recorded in the Office of the Floyd County Clerk in Deed Book 215, Page 32, and Deed Book 316, Page 278, and being more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a capped pin set is a 5/8" inch diameter rebar steel, 18" inches in length, with a plastic cap stamped R.M. Johnson Engineering 3521.

Beginning at a capped pin set near the northern line of the KY RT. 1929 right-of-way said point also being a common corner to the new boundary for the Dinna and Geneva Mullins property as recorded in Deed Book 215, Page 32 and has an approximate NAD 83 Kentucky South Zone State Plane coordinate value of North 2,055,511.68, and East 2,520,894.58; thence severing the Dinna and Geneva Mullins property for three (3) calls as follows:

N 13° 23' 41" W a distance of 30.03' feet to a capped pin set
N 76° 35' 08" E a distance of 30.01' feet to a capped pin set
S 13° 20' 30" E a distance of 30.03' feet to a capped pin set near the northern line of
KY RT. 1929 right-of-way; thence leaving the new boundary line of Dinna and Geneva Mullins and following a line near the right-of-way of and parallel to KY RT. 1929 for one call as follows:

S 76° 35' 00" W a distance of 29.98' feet to the beginning of the line, more or less as per a survey by R.M. Johnson Engineering, Inc. completed on 11-21-01.

STATE OF KENTUCKY, COUNTY OF FLOYD, SS I, _____, County Clerk, do hereby certify that the foregoing and this certificate have been duly recorded in my office. Witness my hand, this _____ day of _____, 2011. _____, County Clerk.

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Deed Details

[View Image](#)

Type: **DEED**
Book: **471**
Page: **312**
File Num: **10159761**
Date Filed: **4/9/2002**
Time Filed: **12:39AM**

Grantor: **ELK HORN COAL CORPORATION**

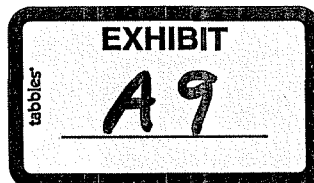
Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description:

Cross References:	Docket	Book	Page	Comment
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Book 471 Page 312

DEED

THIS DEED OF CONVEYANCE, made and entered into this 8th day of April, 2002, by and between **THE ELK HORN COAL CORPORATION**, a West Virginia Corporation, whose address is 415 South Lake Drive, Prestonsburg, Kentucky, 41653, Party of the First Part and Grantor, and **SOUTHERN WATER & SEWER DISTRICT**, P.O. Box 610, McDowell, Kentucky, 41647, Party of the second Part and Grantee.

WITNESSETH:

In consideration of the sum of \$2,000.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantor has sold and does by these presents bargain, sell, transfer, and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to Grantor by deed dated May 28, 1996, of record in Deed Book 395, Page 335, in the office of the Floyd County clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, which is more particularly described as follows;

Frasure Creek Tank Site

Description for a certain tract or parcel of land, lying and being on the waters of Ned Fork of Frasure Creek in Floyd County, Kentucky and being more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a capped pin set is a 5/8" inch diameter rebar steel, 18" inches in length, with a plastic cap stamped R.M. Johnson Engineering 3521.

Beginning at a point within the boundary of a tract of land now owned by the Elkhorn Coal Corporation as recorded in the Floyd County Clerk's Office in Deed Book 233 Page 432, said point has an approximate KY South NAD 83 State Plane value of North 2,049,217.28 and East 2,530,669.18 and lies approximately 2,273' feet southeast from the intersection of Ned Fork Road and Gap Fork Road. Said point also being in the southwest edge of the 15' foot wide easement leading to the property now being described; thence severing the property now owned by Levi and Charlene (a/k/a Sharlene) Blankenship with four (4) calls as follows:

N 63° 21' 24" W a distance of 50.03' feet to a capped pin set
N 26° 41' 18" E a distance of 49.99' feet to a capped pin set
S 63° 20' 56" E a distance of 50.00' feet to a capped pin set
S 26° 39' 21" W a distance of 49.98' feet to the beginning, containing 0.057 acres more or less as per survey by R.M. Johnson Engineering, Inc., completed on 11-21-01.

There is also conveyed herein an easement and right of way to the above described tank site over the existing gas well road that was conveyed to Grantor by deed dated March 1, 1937 of record in Deed Book 107, Page 431, in the office of the Floyd County Clerk.

TO HAVE AND TO HOLD the foregoing described property together
with all and singular the appurtenances thereunto belonging unto the Grantee, in

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Deed Details

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Type: **DEED**
Book: **471**
Page: **317**
File Num: **10159762**
Date Filed: **4/9/2002**
Time Filed: **12:40AM**

Grantor: **BULL CREEK COAL CORPORATION**

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

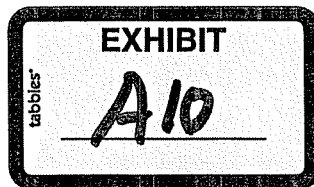
Description:

Cross References:

Docket	Book	Page	Comment
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DEED

THIS DEED OF CONVEYANCE, made and entered into this 8th day of MARCH, 2002, by and between BULL CREEK COAL CORPORATION, ~~750 TOWN MOUNTAIN RD, PINEVILLE, KY~~⁴¹⁵⁰¹, a Kentucky corporation with it's principal office located in PINEVILLE, Kentucky, Party of the First Part and Grantor, and SOUTHERN WATER & SEWER DISTRICT, P.O. Box 610, McDowell, Kentucky, 41647, Party of the Second Part and Grantee.

WITNESSETH:

In consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantor has sold and does by these presents bargain, sell, transfer and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to the Grantor, from The Elk Horn Coal Corporation, by deed dated June 28, 1995, of record in Deed Book 387, Page 457, and by Deed of Correction dated November 17, 1995, of record in Deed Book 391, Page 209, both in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, which is more particularly described as follows:

Spurlock Creek Pump Station

Description for a certain tract or parcel of land lying and being on Spurlock Creek in Floyd County, Kentucky, approximately 828' feet northwest from the intersection of Gunstock Branch and Spurlock Creek. Subject property lies on the northeast side of KY RT. 2030 and within the boundaries of land owned by Bull Creek Coal Company as recorded in the office of the

Book D471 Page 318

Floyd County Court Clerk in Deed Book 387, Page 457 and being more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a capped pin set is a 5/8" inch diameter rebar steel, 18" inches in length, with a plastic cap stamped R.M. Johnson Engineering 3521.

Beginning at a capped pin set near the northeast line of the KY Rt 2030 right-of-way line, having an approximate NAD 83 Kentucky South Zone State Plane coordinate value of North 2,086,602.916 and East 2,518,685.520, said point also being a common corner with Bull Creek coal Company as recorded in Deed Book 387, Page 457 records of the Floyd County Court Clerk's Office; thence following a line near the northeast side of the KY RT 2030 Right-of-way for one call as follows:

N 32° 06' 11" W a distance of 30.07' feet to a capped pin set near the northeast line of the right-of-way for KY RT 2030, said pin is also a common corner with the new boundary of Bull Creek Coal Company; thence leaving the KY RT 2030 right-of-way line and severing the land now owned by Bull Creek Coal Company with three (3) calls follows:

N 57° 47' 37" E a distance of 29.99' feet to a capped pin set

S 32° 08' 05" E a distance of 30.02' feet to a capped pin set

S 57° 42' 52" W a distance of 30.01' feet to the beginning, containing 0.021 acres more or less as per as a survey by R.M. Johnson Engineering, Inc., completed on 11-21-01.

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Deed Details

[View Image](#)

Type: **DEED**
Book: **490**
Page: **429**
File Num: **10178164**
Date Filed: **9/11/2003**
Time Filed: **09:39AM**

Grantor: **STUMBO, ANITRA MICHELLE**

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

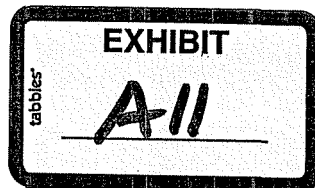
Description: **BRANHAMS CREEK PUMP SITE**

Cross References:

Docket	Book	Page	Comment
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[Back To Search Results](#)



Book D490 Page 429

DEED

THIS DEED OF CONVEYANCE, made and entered into this 3/21 day of July, 2003, by and between **ANITRA MICHELLE STUMBO**, single, 33 CURT TACKETT DR., HAROLD, KY 41635, Party of the First Part and Grantor, and **SOUTHERN WATER & SEWER DISTRICT**, P.O. Box 610, McDowell, Kentucky, 41647, Party of the second Part and Grantee.

WITNESSETH:

In consideration of the sum of \$5,000.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantor has sold and does by these presents bargain, sell, transfer, and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to Grantor, from Marie Tackett, widow, by deed dated January 25, 1993, of record in Deed Book 390, Page 370, in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, which is more particularly described as follows:

BRANHAMS CREEK PUMP SITE

Description for a certain tract or parcel of land lying and being on the waters of Big Mud Creek, near the community of Grethel, Floyd County, Kentucky, approximately 46.00' feet west of the edge of driving pavement of KY Route 979 and lying completely within

a boundary of land owned by Anitra Michelle Stumbo, as recorded in the office of the Floyd County Clerk in Deed Book 390, Page 37 and being more particularly described as follows:

Unless otherwise stated, any monument referred to herein as a capped pin set is a 5/8" inch diameter rebar steel, 18" inches in length, with a plastic cap stamped R. M. Johnson Engineering, 3521

Beginning at a capped pin set, said capped pin being a common corner to the new boundary for the aforementioned Anitra Michelle Stumbo property and has an approximate NAD 83 Kentucky South Zone State Plane Coordinate, value of north - 2,078,537.9799 and east - 2,539,4753747 and is referenced by a line extending S 54° 39' 19" E a distance of 92.54' feet from the southwest corner of the Floyd County Housing Authority's apartment complex building, and a line extending S 00° 19' 15" W a distance of 106.13' feet from the southeast corner of the aforementioned apartment complex building; thence severing the Anitra Michelle Stumbo property for (4) four calls as follow:

S 75° 50' 15" E a distance of 35.00' feet to a capped pin set,
S 14° 10' 39" W a distance of 34.99' feet to a capped pin set,
N 75° 52' 20" W a distance of 34.99' feet to a capped pin set,
N 14° 09' 45" E a distance of 35.01' feet to the point of beginning, containing 0.03 acres more or less per a survey by R. M. Johnson Engineering, Inc., completed on August 1, 2003.

It is understood by all parties that there will be a 15' feet wide perpetual easement to be used as an access road and for other purposes across the remaining property of Anitra Michelle Stumbo, as may be necessary to operate and maintain the Southern Water and Sewer District's water system, both now and in the future, beginning at KY Route 979, which lies on the eastern portion of the aforementioned Anitra Michelle Stumbo property and continuing across said property in a westerly direction to the boundary of the tract of land to be conveyed, which is described herein and there ending.

The property described herein is subject to all existing right-of-way and easements of record or otherwise.

Description for a perpetual easement across a certain tract or parcel of land lying and being on the waters of Big Mud Creek, near the community of Grethel, Floyd County, Kentucky and is currently owned by Anitra Michelle Stumbo, as recorded in the office of the Floyd County Court Clerk in Deed Book 390, Page 37. Said perpetual easement will be (10') ten feet in width, lying (5') five feet on each side of the centerline of said easement, as-built, and will enter upon the property of Anitra Michelle Stumbo from the western boundary of a 35' feet x 35' feet tract of land conveyed to the Southern Water & Sewer District by Anitra Michelle Stumbo for the use and benefit of the Southern Water & Sewer District's water system, near the right-of-way of Kentucky State Route 979, which lies on the eastern portion of said Stumbo property, and will continue across said Anitra Michelle Stumbo property in a westerly direction to an existing perpetual easement for the main trunk line of the Southern Water & Sewer District's water system and there ending.

It is understood by all parties that this perpetual easement is to be used for the sole purpose of constructing and maintaining any and all water lines and support facilities that might be necessary to operate and maintain the Southern Water and Sewer District's water system both now and in the future.

It is also understood by all parties that there will be a temporary construction easement being 30 feet in width lying 15' feet on each side of the centerline of the aforementioned perpetual easement during the initial construction phase of the project and then reverting back to the 10' feet width lying 5 feet on each side of the centerline of the perpetual easement as described above.

The property described herein is subject to all existing right-of-way and easements of record or otherwise.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, KRS Chapter 382, the Grantor does swear and certify that the above reflected consideration is the full consideration paid for the property herein conveyed.

IN TESTIMONY WHEREOF, Witness the hand of the Grantor the date first above written.


ANITRA MICHELLE STUMBO, Grantor

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Deed Details

[View Image](#)

Type: **LEASE**
Book: **493**
Page: **470**
File Num: **10180308**
Date Filed: **12/1/2003**
Time Filed: **11:59AM**

Grantor: **COMBS, T A**

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description:

Cross References:	Docket	Book	Page	Comment
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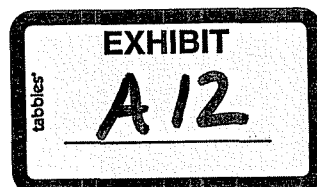


EXHIBIT A

(The Premises)

Being a part of the same property devised to the Lessor by Will of Octavia Combs, probated and lodged for record March 28, 1989, in Will Book I, Page 278, and which

TRACT I Pump Station Easement Description

Beginning at a 5/8" iron pin with cap set (L.S. No. 3309), KY South Zone State Plane Coordinate N:452681.8188 E:2857985.7432;

Thence N 84°47'31" E, 35.02 feet to a 5/8" iron pin with cap set (L.S. No. 3309);

Thence N 28°15'07" W, 35.01 feet to an 5/8" iron pin with cap set (L.S. No. 3309);

Thence S 84°46'19" W, 35.01 feet to a 5/8" iron pin with cap set (L.S. No. 3309);

Thence S 28°15'20" E, 34.99 feet to the point of beginning containing 0.03 acres more or less.

TRACT II

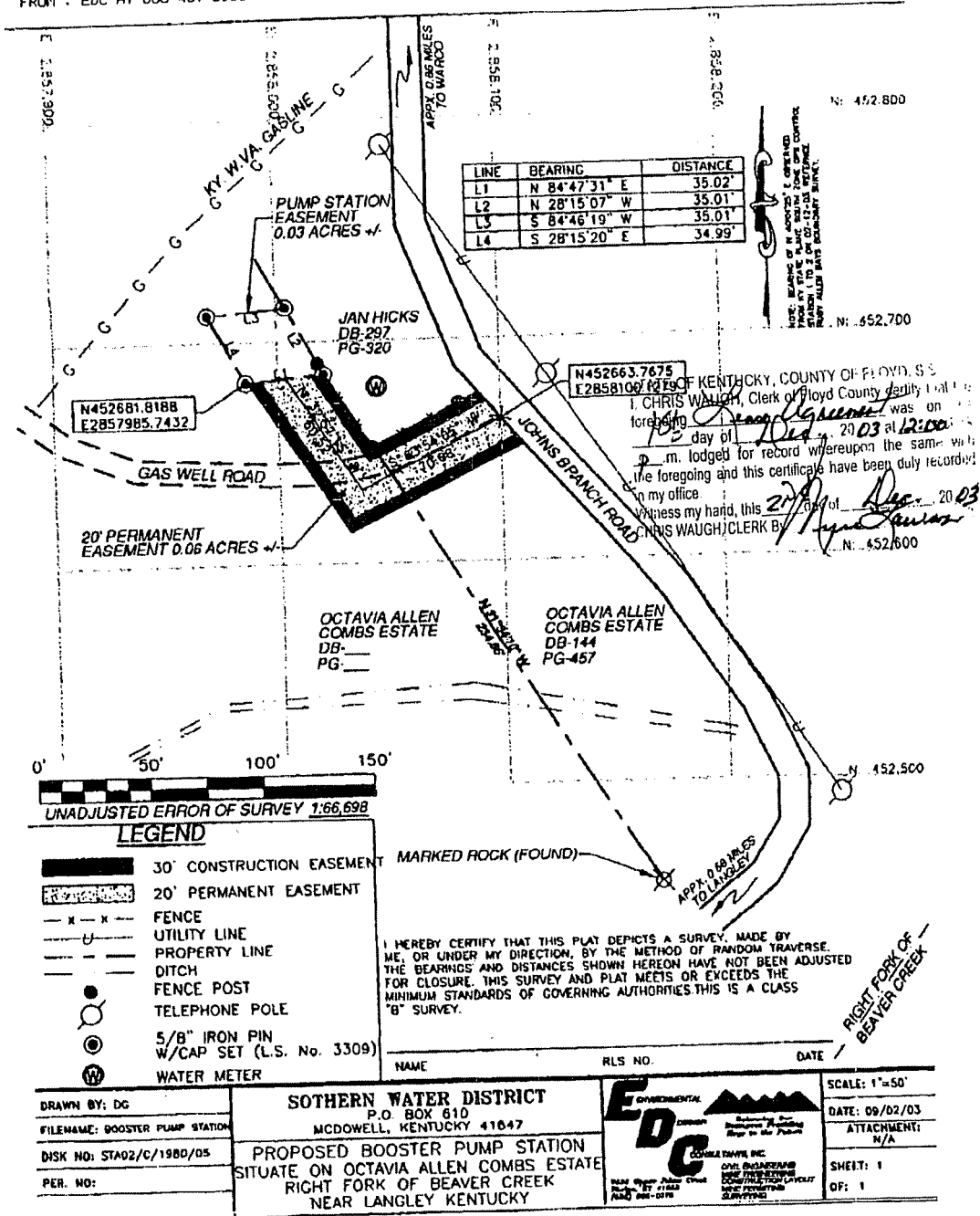
20" permanent easement for ingress and egress from Johns Branch Road to Tract I above, consisting of 0.06 acres as shown on attached Exhibit A1.

08 03 09:48a

BOOK D493 PAGE 476
 Sep. 03 2003 03:15PM P2

FROM : EDC AT 606 437 0100

PHONE NO. : 606 437 0110



UNADJUSTED ERROR OF SURVEY 1:66,698

DRAWN BY: DG
 FILENAME: BOOSTER PUMP STATION
 DISK NO: STA02/C/198D/D5
 PER. NO:

SOTHERN WATER DISTRICT
 P.O. BOX 610
 MCDOWELL, KENTUCKY 41047
PROPOSED BOOSTER PUMP STATION
 SITUATE ON OCTAVIA ALLEN COMBS ESTATE
 RIGHT FORK OF BEAVER CREEK
 NEAR LANGLEY KENTUCKY

EDC ENVIRONMENTAL DESIGN CONSULTANTS, INC.
 1000 S. MAIN ST. SUITE 200
 MCDOWELL, KY 41047
 (606) 437-0100

SCALE: 1"=50'
 DATE: 09/02/03
 ATTACHMENT: N/A
 SHEET: 1
 OF: 1

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Deed Details

[View Image](#)

Type: **DEED**
Book: **500**
Page: **384**
File Num: **10185367**
Date Filed: **7/9/2004**
Time Filed: **12:01AM**

Grantor: **CONSOL OF KENTUCKY INC**

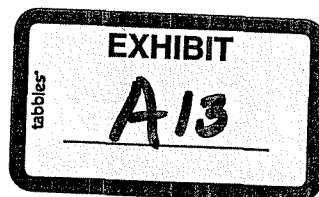
Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description:

Cross References:	Docket	Book	Page	Comment
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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE, made and entered into this the 3 day of July, 2004, by and between CONSOL OF KENTUCKY INC., a Delaware Corporation, whose address is 1800 Washington Road, Pittsburgh, Pennsylvania 15328, grantor, and SOUTHERN WATER & SEWER DISTRICT, a Public Special District created by Floyd County, Kentucky, P.O. Box 610, McDowell, Kentucky 41647, grantee.

WITNESSETH:

That for and in consideration of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), the grantor grants and conveys to the grantee the surface estate only of the following described tract of land located on the Right Fork of Beaver Creek at the town of Wayland, Kentucky, which is more particularly described as follows:

Part of the "D. D. Martin" surface tract No. 1152.

BEGINNING on a stake corner in line common to the "Marion Martin" mineral tract No. 671, same having a co-ordinated value of N-130,944.08 and E 185,926.13 of the Beaver Creek Consolidated Coal Company's surveys; thence leaving said tract No. 671 and running through Tract No. 1152, N 1° 04' W 69.22 feet to a cross on an iron rod; thence N 82° 36' W 162.13 feet to a cross on an iron rod; thence S 68° 21' W 91.21 feet to a cross on an iron rail; thence N 61° 53' W 609.26 feet to a cross on an iron rail; thence N 52° 56' W 574.73 feet to a cross on an iron rod, witnessed by a large rock; thence N 56° 01' W 55.80 feet to a tack in a plug driven in a rock; thence S 52° 11' W 563.60 feet to a cross on an iron rail, on the south side of Saw. Scaffold Branch and situated above the Glo Valley Corporation's repair shop; thence crossing said Branch, 54° 43' W 190.77 feet to a cross on an iron rail; thence N 11° 14' E 329.94 feet to a stake by a prospect pit in the Number Three Elkhorn Seam; thence N 17° 23' E 277.08 feet to a stake on the hillside; thence N 20° 31' E 50.89 feet to a cross on an iron rail above a water tank; thence N 13° 13' W 417.01 feet to a point in line common to the "Helen Martin" surface Tract No. 1146; thence running down the hill with lines of said Tract No. 1146 N 26° 09' E 32 feet to a stake; thence N 2° 54' E 105.25 feet to a forked beech; thence N 13° 04' E 78.18 feet to a stake; thence N 2° 14' E 95.22 feet to a sycamore; thence N 41° 48' E 104.61 feet to a sycamore; thence N 10° 12' W 30.43 feet to a stake, a corner common to the "Elijah Wallen" surface Tract No. 541; thence leaving said Tract No. 1146 and running with said tract No. 541, N 12° 45' W 55.00 feet to a stake; thence N 42° 00' W 48.00 feet to a stake near the mouth of Wicker Branch in the center of Right Beaver Creek; thence leaving said

surface Tract No. 541 and running up Right Beaver Creek with meanders of same, East 100.00 feet to a point in center of said creek; thence S 48° 00' E 650.00 feet to a point in the said creek and a corner common to other lands of said Glo Valley Coal Corporation; thence running with lands of said Glo Valley Coal Corporation, N 64° 10' W 6.14 feet to a point; thence S 4° 45' W 575.00 feet to a point in Right Beaver Creek; thence S 66° 55' E 767.00 feet to a point; thence S 79° 15' E 365.00 feet to point near store and office building; thence S 52° 15' E 430.00 feet to a point; thence S 26° 20' E 435.00 feet to a point in a line common to said Tracts No. 1152 and No. 671; thence leaving lands of the said Glo Valley Coal Corporation and running up hill with said mineral Tract No. 671, S 89° 00' W 731.00 feet to the beginning, containing 34.60 acres, more or less.

There is included in the above described surface tract all of the Grantor's right, title and interest in that portion which was conveyed to the Floyd County School Board by deed dated September 9, 1948, recorded in Deed Book 140, Page 223, same being located near the mouth of Salyers Branch and bounded and described as follows:

BEGINNING on a stake bearing N 33° 00' E 82.00 feet from the North East corner of house No. 49 of the Glo Valley Coal Corporation; thence S 57° 00' W 144.00 feet to a stake; thence N 34° 13' W 144 feet to a stake; thence N 57° 00' E 82.75 feet to a stake; thence S 58° 00' W 159.00 feet to the beginning, containing 0.37 acres, more or less.

Being a portion of "D.D. Martin" Tract No. 1152, conveyed by D.D. Martin to Gibson Coal and Coke Company by deed dated August 1, 1911, recorded in Deed Book 33, Page 497, Floyd County records.

CONSOL of Kentucky Inc. acquired title to the above described property by the documents listed below, all of which are of record in the office of the Floyd County Clerk.

1. Certificate of Name Change of Consolidation Coal Company of Kentucky to CONSOL of Kentucky Inc., recorded in Articles of Incorporation Book 13, Page 347.
2. Deed from Consolidation Coal Company to Consolidation Coal Company of Kentucky, recorded in Deed Book 317, Page 49.
3. Certificate of Merger of Consol Land Development Company into Consolidation Coal Company, recorded of Articles of Incorporation Book 10, Page 635.
4. Certificate of Merger of Matewan Minerals, Inc. into Consol Land Development Company, recorded in Articles of Incorporation Book 10, Page 632.
5. Deed from National Steel Corporation to Matewan Minerals, Inc., recorded in Deed Book 260, Page 52.

6. Deed from National Mines Corporation to National Steel Corporation, recorded in Deed Book 260, Page 1.
7. Certificate of Merger of Evans Industries, Inc. into National Mines Corporation, recorded in Miscellaneous Book 8, Page 516.
8. Agreement of Merger of Martin Development Corporation into Evans Industries, Inc., recorded in Articles of Incorporation Book 4, Page 218.
9. Deed from George E. Evans, Jr. and Josephine Evans, his wife, to Martin Development Corporation, recorded in Deed Book 204, Page 261.
10. Deed from John F. Hall, single, and Truman S. Hall, single, to George E. Evans, Jr., recorded in Deed Book 200, Page 534.
11. Deed from Cedar Creek Mining Corporation to John F. Hall and Truman S. Hall, recorded in Deed Book 202, Page 133.
12. Deed from Glo Valley Coal Corporation to Cedar Creek Mining Corporation, recorded in Deed Book 192, Page 218.
13. Deed from Beaver Creek Consolidated Coal Company to Glo Valley Coal Corporation, recorded in Deed Book 146, Page 427. (referenced as part of D.D. Martin Surface Tract No. 1152)
14. Deed from Gibson Coal and Coke Company to Beaver Creek Consolidation Coal Company, recorded in Deed Book 36, Page 516.
15. Deed from D.D. Martin and Sarah Martin, his wife, to Gibson Coal and Coke Company, recorded in Deed Book 33, Page 497. NOTE: This deed conveys surface and mineral. It is not a severance deed.

This conveyance is subject to all easements and restrictions of record and to the following:

- (i) Grantor reserves road rights-of-way across the property conveyed, from public roads to property owned by grantor that adjoins the property conveyed.
- (ii) Right-of-way easement from Beaver Creek Consolidated Coal Company to Kentucky and West Virginia Power Company dated April 13, 1938, recorded in Deed Book 109, Page 331, Floyd County.
- (iii) Right-of-way easement from Beaver Creek Consolidated Coal Company to Kentucky and West Virginia Power Company, Inc. dated April 15, 1931, recorded in Deed

Book 89, Page 161, Floyd County.

(iv) Easement 50 feet wide from the center line of Beaver Creek conveyed by Glo Valley Coal Corporation to Floyd County dated May 13, 1964, recorded in Deed Book 136, Page 3, Floyd County, for the purpose of cutting brush and clearing snags to keep Beaver Creek clear.

(v) Oil and gas lease from Beaver Creek Consolidated Coal Company to Kentucky Coke Company dated November 14, 1920, recorded in Deed Book 57, Page 585, Floyd County.

(vi) Oil and gas deed from Beaver Creek Consolidated Coal Company to R.J. Graf dated January 1, 1926, recorded in Deed Book 74, Page 517, Floyd County.

(vii) Such right, title and interest as may be claimed by Floyd County Board of Education by reason of the deed from Beaver Creek Consolidated Coal Company dated September 9, 1946, recorded in Deed Book 140, Page 223, Floyd County.

(viii) All mineral rights together with the oil and gas and the mining, drilling and other rights customarily reserved by grantors in deeds conveying surface.

(ix) Rights-of-way for all public roads and railroads.

Grantee shall pay Floyd County property taxes for the year 2004 and the transfer tax and recording fees.

TO AND TO HAVE HOLD the above described property together with all appurtenances thereunto belonging unto the grantee, successors and assigns, forever.

We, CONSOL OF KENTUCKY INC., grantor, and SOUTHERN WATER & SEWER DISTRICT, grantee, do hereby certify and swear pursuant to KRS Chapter 382 that the full and complete consideration paid for the transfer of the hereinabove described property was \$22,500.00.

IN TESTIMONY WHEREOF, the party of the first part and the party of the second part have hereunto subscribed their names on the day and year first above written.

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Deed Details

[View Image](#)

Type: **LEASE**
Book: **500**
Page: **391**
File Num: **10185369**
Date Filed: **7/9/2004**
Time Filed: **01:35PM**

Grantor: **CRAWFORD, JOLENE**

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

Description:

Cross References:

Docket	Book	Page	Comment
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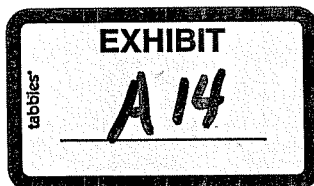


EXHIBIT A

(The Premises)

Being a part of the same property conveyed to Jolene Crawford, from Roland Newsome and Inez Newsome, his wife, by deed dated October 5, 1989, of record in Deed Book 331, Page 376, in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, which is more particularly described as follows:

**SOUTHERN WATER AND SEWER DISTRICT
HENPEN BOOSTER PUMP STATION
PERMANENT EASEMENT**

Situate on the waters of Henpen Branch of Left Fork of Beaver Creek near the community of Melvin in Floyd County, Kentucky. All Iron Pins referenced in this description are 18" in length, 5/8" in diameter and have a plastic cap inscribed L.S. 3309 affixed to their top.

Beginning at an Iron Pin with cap set 25 feet, s 17°01'19" e from the Right-Of-Way of Henpen Branch Road, having Kentucky South Zone NAD 27 coordinates of N-382,421.89, E-2,891,401.75;

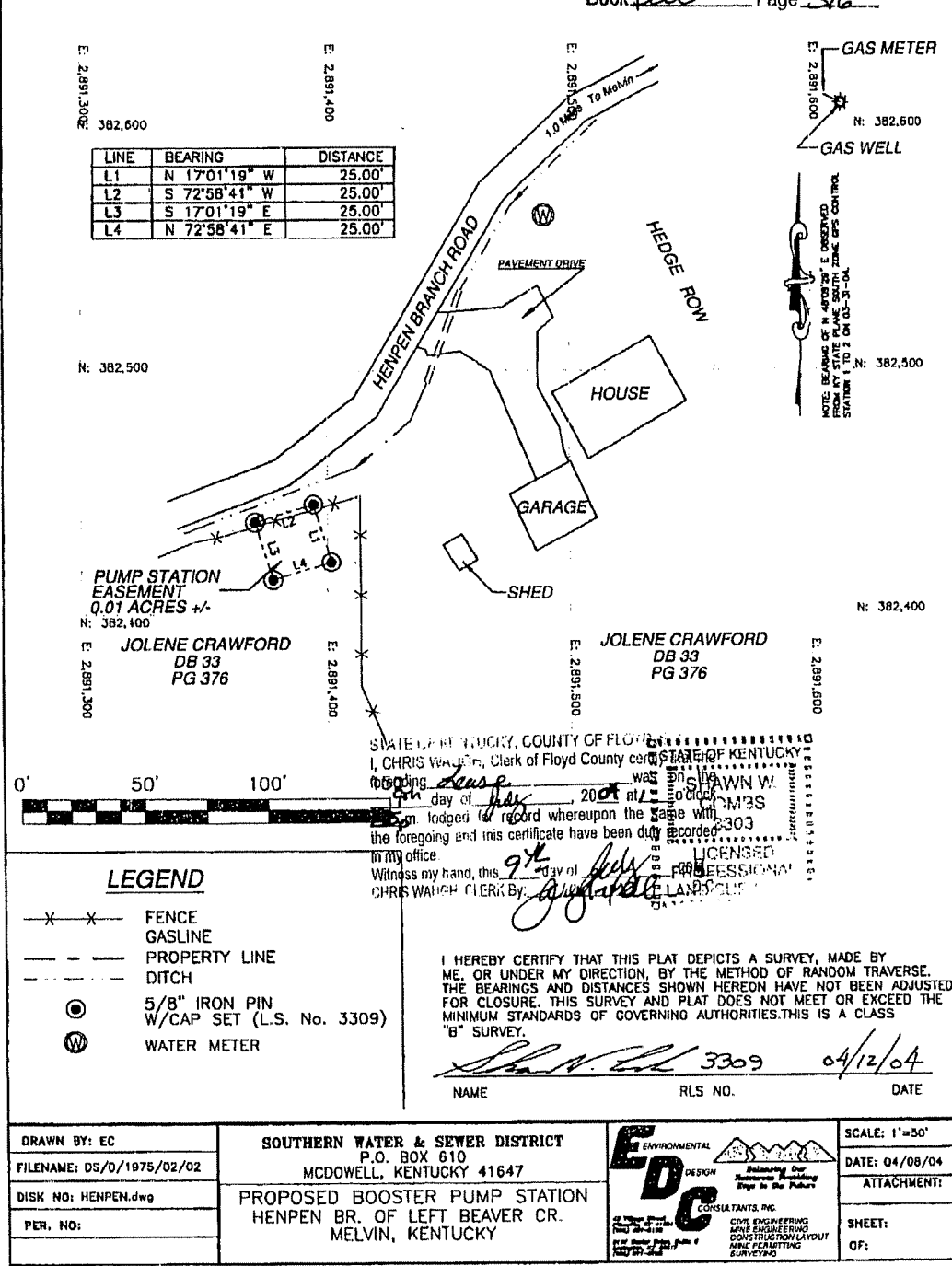
Thence, N-17°01'19" W, 25.00 feet to an Iron Pin set in the said Right-Of-Way;

Thence, with said Right-Of-Way, S 72°58'41" W, 25.00 feet to an Iron Pin set;

Thence, leaving said Right-Of-Way, S 17°01'19"E, 25.00 feet to an Iron Pin set;

Thence, N 72°58'41" E, 25.00 feet to the beginning containing 0.01 acres more or less. Said easement is on the lands of Jolene Crawford, record owner whose deed is lodged for record in the Floyd County Court Clerks Office at DB 33 PG 376.

Book 1200 Page 396



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Deed Details

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Type: **LEASE**
 Book: **516**
 Page: **111 - 115**
 File Num:
 Date Filed: **8/19/2005**
 Time Filed: **02:34PM**

Grantor: **MCKINNEY, IVAN**
MCKINNEY, THERESA

Grantee: **SOUTHERN WATER & SEWER DISTRICT**

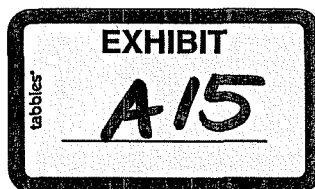
Description: **MUD CREEK**

Cross References:

Docket	Book	Page	Comment
<u>DEEDS</u>	502	256	



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Property of Ivan McKinney
Located in Mud Creek of Floyd County, Kentucky

Beginning on a 4" metal pipe (found), said pipe being in the right-of-way line of Kentucky State Route 979 and in the fence line, a corner to the property of Donald Ray and Dora Hamilton, and said pipe having a value of N 418,828.614: E 2,898,257.624 as referenced to the Kentucky South Zone NAD 27 coordinate system; thence leaving the right-of-way line of Kentucky State Route 979 and with said Hamilton property line N 61°08'38" W a distance of 25.00' to a 1/2" X 18" metal rebar with cap marked P.L.S. 2879 (set), said rebar having a value of N 418,840.681: E 2,898,235.727 as referenced to the Kentucky South Zone NAD 27 coordinate system; thence leaving the property line of Hamilton and into the property of Ivan McKinney N 41°41'36" E a distance of 24.99' to a 1/2" X 18" metal rebar with cap marked P.L.S. 2879 (set), said rebar having a value of N 418,859.337: E 2,898,252.345 as referenced to the Kentucky South Zone NAD 27 coordinate system; thence S 61°11'00" E a distance of 25.01' to a 1/2" X 18" metal rebar with cap marked P.L.S. 2879 (set) in the fence line and the right-of-way line of Kentucky State Route 979, said rebar having a value of N 418,847.283: E 2,898,274.257 as referenced to the Kentucky South Zone NAD 27 coordinate system; thence with the right-of-way line and the fence line S 41°41'52" W a distance of 25.00' to a 4" metal pipe (found), the point of beginning containing an area of 0.014 acres more or less.

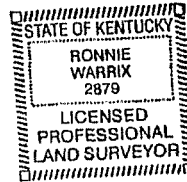
A general purpose easement lying adjacent to and on the northeast side of the above described parcel

Beginning on a 1/2" X 18" metal rebar with cap marked P.L.S. 2879 (set), said rebar being in the right-of-way line of Kentucky State Route 979 and a corner to the property above described and said rebar having a value of N 418,847.283: E 2,898,274.257 as referenced to the Kentucky South Zone NAD 27 coordinate system; thence N 61°11'00" W a distance of 12.26' to a point; thence N 42°21'10" E a distance of 20.57' to a point; thence S 61°11'00" E a distance of 12.27' to a point; thence S 42°23'17" W a distance of 20.57' to the point of beginning.

Being a part of that property conveyed by Azzie McKinney and Gilva McKinney, his wife, to Ivan McKinney by deed dated June 18, 2004 as recorded in Deed Book 502 Page 256 in the office of the Floyd County Clerk.

Ronnie Warrix P.L.S. NO. 2879 DATE 08/15/05

RONNIE WARRIX
ABBOTT ENGINEERING, INC.
DATE OF FIELD SURVEY(S) August 12, 2005



STATE OF KENTUCKY, COUNTY OF FLOYD, S.S.
I, CHRIS WAUGH, Clerk of Floyd County certify that the foregoing deed was on the 19 day of August, 2005 at 2:34 o'clock p.m. lodged for record whereupon the same with the foregoing and this certificate have been duly recorded in my office.
Witness my hand, this 19 day of August, 2005
CHRIS WAUGH, CLERK BY: Sandy L. Rose

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Deed Details

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Type: **DEED**
Book: **452**
Page: **585**
File Num: **10126268**
Date Filed: **10/20/2000**
Time Filed: **03:20PM**

Grantor: **HOLBROOKS, RAY VON**
HOLBROOKS, RANDLE
HOLBROOKS, ROSE

Grantee: **SOUTHERN WATER AND SEWER DISTRICT**

Description:

Cross References:

Docket	Book	Page	Comment
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Book D452 Page 585

DEED

THIS DEED OF CONVEYANCE, made and entered into this 3rd
^{OCTOBER PM}
day of ~~September~~, 2000, by and between RAY VON HOLBROOKS, single,
2151 County Rd 144, Fredericktown, Ohio 43019, and RANDLE HOLBROOKS and
ROSE HOLBROOKS, his wife, 2795 Bunsun RD 161, Marengo, Ohio 43024,
Parties of the First Part and Grantors, and SOUTHERN WATER & SEWER
DISTRICT, P.O. Box 610, McDowell, Kentucky, 41647, Party of the Second Part
and Grantee.

WITNESSETH:

In consideration of the sum of \$1.00 cash in hand paid, the receipt
of which is hereby acknowledged, the Grantors have sold and do by these
presents bargain, sell, transfer and convey unto the Grantee, in fee simple its
successors and assigns forever, the following described property:

Being a part of the same property conveyed to the Grantors, Ray
Von Holbrooks and Randle Holbrooks, from Jack Holbrooks and Lennie
Holbrooks, his wife, by deed executed April 25, 1959, of record in Deed Book 175,
Page 4, in the office of the Floyd County Clerk, and being a certain tract or parcel
of land lying and being in the head of Jack's Creek, Floyd County, Kentucky,
which is more particularly described as follows;

Beginning at a point in the south line of the proposed
bank site, said point being described from the
intersection of the centerline of KY. 1498 and the
Floyd/Pike county Line; thence, with said centerline for
four calls, N. 13 deg. 06 min. 34 sec. W., 19.91 feet, to a
point; thence, N. 22 deg. 12 min. 13 sec. W., 32.64 feet to
a point; thence, N. 33 deg. 07 min. 55 sec. W., 35.01 feet

Book D452 Page 586

to a point; thence, N. 45 deg. 40 min. 34 sec. W., 43.02 feet to a point; thence, leaving said centerline, N. 07 deg. 03 min. 42 sec. E., 68.29 feet to a point in the existing right-of-way; thence, with the centerline of the proposed 15 foot wide access road easement, N. 36 deg. 16 min. 08 sec. E., 83.90 feet to a point; thence, N. 06 deg. 09 min. 46 sec. E., 50.99 feet to the point of beginning; thence, commencing from the point of beginning with the new tank site lines for five calls, S. 84 deg. 51 min. 11 sec. W., 53.81 feet to a set iron pin with cap marked PLS 2670; thence, N. 02 deg. 06 min. 22 sec. E., 89.39 feet to a set iron pin with cap marked PLS 2670; thence, S. 84 deg. 49 min. 02 sec. E., 104.84 feet to a set iron pin with cap marked PLS 2670; thence S. 21 deg. 05 min. 06 sec. W., 77.90 feet to a set iron pin with cap marked PLS 2670; thence, S. 84 deg. 51 min. 11 sec. W., 26.19 feet to the point of beginning and containing a total of 0.172 acres as surveyed August 15, 2000 by Barry M. Robinson, KY. PLS 2670 and shown on the attached plat.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, the Grantors do swear and certify that this property herein conveyed is transferred for nominal consideration. We further certify that the full estimated fair cash value of the property herein conveyed is \$ 2,500⁰⁰.

IN TESTIMONY WHEREOF, Witness the hands of the Grantors the date first above written.


RAY VON HOLBROOKS, Grantor

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Deed Details

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Type: **DEED**
Book: **458**
Page: **538**
File Num: **10139061**
Date Filed: **5/7/2001**
Time Filed: **03:10PM**

Grantor: **MULLINS, JERRY**
MULLINS, JEAN

Grantee: **SOUTHERN WATER AND SEWER DISTRICT**

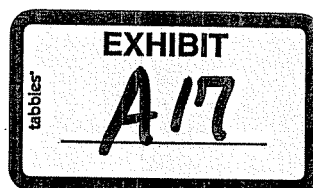
Description:

Cross References:

Docket	Book	Page	Comment
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DEED

THIS DEED OF CONVEYANCE, made and entered into this 24th day of ~~April~~^{MAY}, 2001, by and between **JERRY MULLINS** and **JEAN MULLINS**, his wife, 25784 KY Route 122, Melvin, KY 41650, Parties of the First Part and Grantors, and **SOUTHERN WATER & SEWER DISTRICT**, P.O. Box 610, McDowell, Kentucky, 41647, Party of the Second Part and Grantee.

WITNESSETH:

In consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the Grantors have sold and do by these presents bargain, sell, transfer and convey unto the Grantee, in fee simple its successors and assigns forever, the following described property:

Being a part of the same property conveyed to the Grantors, Jerry Mullins and Jean Mullins, his wife, from Ray Jones, single, by deed dated July 2, 1976, of record in Deed Book 225, Page 572, in the office of the Floyd County Clerk, and being a certain tract or parcel of land lying in Floyd County, Kentucky, on Abner Fork of Left Beaver Creek, which is more particularly described as follows:

Beginning at an iron pin with cap marked PLS 2670 set in the east line of the new water pump station site, said point is herewith described from a mag nail set in the centerline of KY. 122 following the centerline of a 15 foot wide access road easement crossing the lands of the grantor for five calls, S. 69 deg. 20 min. 28 sec. E., 31.71 feet to a nail; thence, N. 21 deg. 53 min. 23 sec. E., 40.15 feet to a nail; thence, N. 24 deg. 11 min. 42 sec. E., 94.06 feet to a nail; thence, N. 51 deg. 46 min. 20 sec. W., 24.21 feet to a nail; thence, N. 38 deg. 13 min. 35 sec. E., 10.50 feet to the point of beginning; thence,

commencing from the point of beginning severing the lands of grantor for five calls, S. 38 deg. 13 min. 35 sec. W., 3.00 feet to a point, the southeast corner of the pump station; thence, N. 51 deg. 46 min. 20 sec. W., 25.00 feet to a point, the southwest corner of the pump stations; thence, N. 38 deg. 13 min. 35 sec. E., passing a set offset pin marked PLS 2670 at 3.00 feet a total of 25.00 feet to an iron pin with cap marked PLS 2670, the northwest corner of the pump station; thence, S. 51 deg. 46 min. 25 sec. E., 25.00 feet to an iron pin with cap marked PLS 2670, the northeast corner of the pump station; thence, S. 38 deg. 13 min. 35 sec. W., 22.00 feet to the point of beginning and containing a total of 0.0143 acres as surveyed March 06, 2001 by Barry M. Robinson, KY. PLS 2670. The above described property corners are traversed from and tied to the KY. South Zone State Plane Coordinate System, NAV 88, and shown on the attached plat.

TO HAVE AND TO HOLD the foregoing described property together with all and singular the appurtenances thereunto belonging unto the Grantee, in fee simple its successors and assigns forever, with covenant of General Warranty and pursuant to KRS Chapter 382, the Grantors do swear and certify that this property herein conveyed is transferred for nominal consideration. We further certify that the full estimated fair cash value of the property herein conveyed is \$ 500⁰⁰.

IN TESTIMONY WHEREOF, Witness the hands of the Grantors the date first above written.

Berry Mullins
BERRY MULLINS, Grantor
Jean Mullins
JEAN MULLINS, Grantor

Deed Name Search Results [Back to Search](#)

15 Matches Found

Names Starting With: **southern water**

Parties: **Grantee** Instrument Types: **All**

Date Range: **10/21/03 to 10/27/03**

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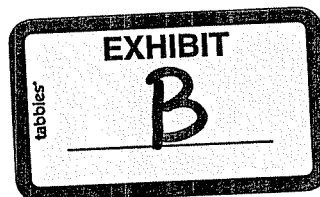
Next Page>

Last Page>>

	Name	Reverse Parties	Type	Book	Page	Date Filed	Time	Inst Num	Description
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	WELLS, RICKY	<u>EASE</u>	491	720	10/21/2003	12:29AM	10179259	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	MARTIN, CHARLENE	<u>EASE</u>	491	725	10/21/2003	12:30AM	10179260	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	JONES, JUDY JONES, BERTHA	<u>EASE</u>	491	730	10/21/2003	12:30AM	10179261	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	HALL, DONNIE	<u>EASE</u>	491	735	10/21/2003	12:30AM	10179262	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	PATTON, FAYE	<u>EASE</u>	491	740	10/21/2003	12:30AM	10179263	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	DUFF, JAMES	<u>EASE</u>	491	745	10/21/2003	12:30AM	10179264	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	BLAIR, LARRY	<u>EASE</u>	491	750	10/21/2003	12:30AM	10179265	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	GIBSON, JACKIE DOYLE	<u>EASE</u>	492	1	10/21/2003	12:30AM	10179266	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	CASEBOLT, RICKEY	<u>EASE</u>	492	6	10/21/2003	12:30AM	10179267	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	ALLEN, DAVID	<u>EASE</u>	492	11	10/21/2003	12:30AM	10179268	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	MORRIS, CAROL COMBS	<u>EASE</u>	492	16	10/21/2003	12:30AM	10179269	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	MARTIN, CHARLENE	<u>EASE</u>	492	21	10/21/2003	12:30AM	10179270	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	ELK HORN COAL COMPANY LLC ELKHORN COAL COMPANY LLC	<u>EASE</u>	492	26	10/21/2003	12:30AM	10179271	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	TAYLOR, THOMAS TAYLOR, GRACE	<u>EASE</u>	492	31	10/21/2003	12:30AM	10179272	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	ELKHORN COAL COMPANY	<u>EASE</u>	492	212	10/27/2003	02:24PM	10179463	RIGHT BEAVER CREEK

GE SOUTHERN WATER CONSOL OF KY INC EASE 502 409 9/3/2004 10:36AM 10186643 Right Beaver

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Contracts Name Search Results [Back to Search](#)

117 Matches Found

Names Starting With: **SOUTHERN WATER**

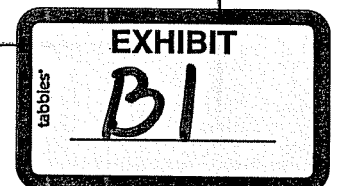
Parties: **Grantee** Instrument Types: All

Date Range: 1/1/1900 to 12/2/2005

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	Name	Reverse Parties	Type	Book	Page	Date Filed	Time	Inst Num	Description
GE	SOUTHERN WATER & SEWER DISTRICT	OSBORNE, ROSE	CON	C15	639	10/19/2000	02:54PM	10126057	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	HAMILTON, GARY HAMILTON, SADIE	CON	C15	640	10/19/2000	02:55PM	10126059	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	CABLE, MELODY	CON	C15	641	10/19/2000	02:56PM	10126062	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	JONES, KAREN S JONES, SONNY C	CON	C15	642	10/19/2000	02:56PM	10126065	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	COLE, TOMMY	CON	C15	643	10/19/2000	02:56PM	10126068	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	HAMILTON, AVERY HAMILTON, BARBARA	CON	C15	644	10/19/2000	02:56PM	10126070	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	TACKETT, LAMAR TACKETT, BRENDA	CON	C15	645	10/19/2000	02:57PM	10126071	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	THORNSBERRY, DICY K THORNSBERRY, ROGER	CON	C15	646	10/19/2000	02:57PM	10126072	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	HALL, CLIFFORD	CON	C15	647	10/19/2000	02:58PM	10126073	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	JOHNSON, JEANICE	CON	C15	648	10/19/2000	02:57PM	10126074	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	COLLINS, EDITH	CON	C15	649	10/19/2000	02:57PM	10126075	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MOORE, CARL	CON	C15	650	10/19/2000	02:57PM	10126076	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	OWENS, DEWEY OWENS, FREDA	CON	C15	651	10/19/2000	02:57PM	10126078	EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	SLOAN, HOMER SLOAN, CHRISTINE	CON	C15	652	10/19/2000	02:58PM	10126089	
GE	SOUTHERN WATER & SEWER DISTRICT	JOHNSON, GERALD	CON	C15	653	10/19/2000	02:58PM	10126092	



	<u>DISTRICT</u>	JOHNSON, LINDA								
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	ADKINS, RALPH	<u>CON</u>	C15	654	10/19/2000	02:58PM	10126094	EASEMENT AGREEMENT	
		ADKINS, CHRISTINE								
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	VANOVER, JOHNNY	<u>CON</u>	C15	655	10/19/2000	02:58PM	10126095	EASEMENT AGREEMENT	
		VANOVER, BETTY								
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	YOUNG, OBIE	<u>CON</u>	C15	656	10/19/2000	02:58PM	10126096	EASEMENT AGREEMENT	
		YOUNG, TESSIE								
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	NEWSOME, DAVID K	<u>CON</u>	C15	657	10/19/2000	02:58PM	10126097		
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	COLLINS, CHARLES	<u>CON</u>	C15	658	10/19/2000	02:58PM	10126104	EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	BURKE, RAYMOND	<u>CON</u>	C15	659	10/19/2000	03:02PM	10126108	EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	SMITH, ELVA	<u>CON</u>	C15	660	10/19/2000	03:02PM	10126109	EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	SAMONS, RONNIE	<u>CON</u>	C15	661	10/19/2000	03:02PM	10126110	EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	SAMONS, JAMES	<u>CON</u>	C15	662	10/19/2000	03:02PM	10126111	EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	COOK, QUINCY	<u>CON</u>	C15	663	10/19/2000	03:02PM	10126112		
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	JOHNSON, GERALD	<u>CON</u>	C16	134	12/14/2000	01:00PM	10129014	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	COLLINS, CHARLES	<u>CON</u>	C16	135	12/14/2000	01:00PM	10129016	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	ELK HORN COAL CORPORATION	<u>CON</u>	C16	136	12/14/2000	01:00PM	10129017	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	MOORE, MARY	<u>CON</u>	C16	137	12/14/2000	01:00PM	10129019	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	CAUDILL, GARNIS	<u>CON</u>	C16	138	12/14/2000	01:00PM	10129021	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	SKEENS, JIMMY	<u>CON</u>	C16	139	12/14/2000	01:00PM	10129022	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	YOUNG, OBIE	<u>CON</u>	C16	140	12/14/2000	01:00PM	10129024	UTILITY EASEMENT AGREEMENT 7	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	PRESLEY, ETHEL	<u>CON</u>	C16	163	4/26/2001	10:51AM	10138290	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	SEXTON, BIRCHELL	<u>CON</u>	C16	164	4/26/2001	10:51AM	10138291	UTILITY EASEMENT AGREEMENT	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	HICKS, BRENDA	<u>CON</u>	C16	165	4/26/2001	10:51AM	10138292	UTILITY EASEMENT	

	DISTRICT									AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	GIBSON, EVA	CON	C16	166	4/26/2001	10:51AM	10138293		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MOORE, TERESA	CON	C16	167	4/26/2001	10:51AM	10138294		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	BROWN, CARL D	CON	C16	168	4/26/2001	10:51AM	10138295		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MARTIN, MARVIN R	CON	C16	169	4/26/2001	10:51AM	10138296		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	HAGANS, HELEN	CON	C16	170	4/26/2001	10:51AM	10138297		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MOORE, VICKIE R	CON	C16	171	4/26/2001	10:51AM	10138298		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	PATTON, DONALD	CON	C16	172	4/26/2001	10:51AM	10138299		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MOORE, BENNIE L	CON	C16	173	4/26/2001	10:51AM	10138300		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MARTIN, THOMAS E	CON	C16	174	4/26/2001	10:51AM	10138301		UTILITY EASEMENT AGREEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MOORE, DAVID	CON	C16	179	4/26/2001	10:53AM	10138305		EASEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MOORE, MELINDA								
GE	SOUTHERN WATER & SEWER DISTRICT	STUMBO, CHRISTINE	CON	C16	204	5/21/2001	10:27AM	10140338		EASEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	COLLINS, ANITA	CON	C16	277	2/5/2002	12:09AM	10154865		RIGHT OF WAY
		COLLINS, DALE								
GE	SOUTHERN WATER & SEWER DISTRICT	JOHNSON, LEVI JR	CON	C16	279	2/5/2002	12:09AM	10154866		EASEMENT
		JOHNSON, PAULA GAIL								
GE	SOUTHERN WATER & SEWER DISTRICT	MILLER, VELMA	CON	C16	281	2/5/2002	12:15AM	10154867		EASEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	MULLINS, ANTHONY	CON	C16	283	2/5/2002	12:23AM	10154868		
GE	SOUTHERN WATER & SEWER DISTRICT	BENTLEY, ANGELA	CON	C16	285	2/5/2002	12:23AM	10154869		EASEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	HICKS, BRENDA	CON	C16	287	2/5/2002	12:24AM	10154870		
GE	SOUTHERN WATER & SEWER DISTRICT	FRASURE, OCIE	CON	C16	289	2/5/2002	12:24AM	10154871		EASEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	KINNEY, TEDDY	CON	C16	291	2/5/2002	12:25AM	10154872		EASEMENT
		KINNEY, MAXINE								
GE	SOUTHERN	PAGE, JUANITA	CON	C16	293	2/5/2002	12:09AM	10154873		

	<u>WATER & SEWER DISTRICT</u>								
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	HAMILTON, CARL BRADLEY	<u>CON</u>	C16	295	2/5/2002	12:45AM	10154874	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	HENDERSON, HENRY HENDERSON, IONA J	<u>CON</u>	C16	297	2/5/2002	12:10AM	10154875	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	ADKINS, MICHAEL	<u>CON</u>	C16	299	2/5/2002	12:10AM	10154877	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	JOHNSON, I B JOHNSON, LUCILLE	<u>CON</u>	C16	301	2/5/2002	12:16AM	10154878	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	DYE, KENNEL JOE	<u>CON</u>	C16	303	2/5/2002	12:11AM	10154880	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	BERGER, PEARL	<u>CON</u>	C16	305	2/5/2002	12:17AM	10154881	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	FRASURE, DEANIE FRASURE, KATHRYN	<u>CON</u>	C16	307	2/5/2002	12:25AM	10154882	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	CENTERS, CHARLES	<u>CON</u>	C16	309	2/5/2002	12:25AM	10154883	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	COLLINS, ELVIE JUNE	<u>CON</u>	C16	311	2/5/2002	12:25AM	10154884	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	CORNETT, OLEN	<u>CON</u>	C16	313	2/5/2002	12:25AM	10154885	EASTMENT
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	MAHAN, CAROLYN	<u>CON</u>	C16	315	2/5/2002	12:11AM	10154886	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	FRASURE, DELMAR	<u>CON</u>	C16	317	2/5/2002	12:16AM	10154887	EASEMENT
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	JUSTICE, BIRDIE	<u>CON</u>	C16	319	2/5/2002	12:18AM	10154888	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	INTERSTATE NATURAL GAS COMPANY	<u>CON</u>	C16	321	2/5/2002	12:16AM	10154889	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	AKERS, DAVID R	<u>CON</u>	C16	324	2/5/2002	12:16AM	10154890	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	FRASURE, TERESA FRASURE, MARISSA	<u>CON</u>	C16	326	2/5/2002	12:18AM	10154891	EASEMENT
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	BLEVINS, RONNIE BLEVINS, MILDRED	<u>CON</u>	C16	328	2/5/2002	12:19AM	10154892	
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	MOORE, VERNONIA	<u>CON</u>	C16	330	2/5/2002	12:20AM	10154896	RIGHT OF WAY
GE	<u>SOUTHERN WATER & SEWER DISTRICT</u>	FRASURE, DELMER SR	<u>CON</u>	C16	332	2/5/2002	12:20AM	10154897	EASEMENT

GE	SOUTHERN WATER & SEWER DISTRICT	COLLEY, ZELL NEWPORT, FINAL	CON	C16	334	2/5/2002	12:22AM	10154898	
GE	SOUTHERN WATER & SEWER DISTRICT	MEADE, HOWARD	CON	C16	336	2/5/2002	12:15AM	10154899	EASEMENT
GE	SOUTHERN WATER & SEWER DISTRICT	SHREWSBERRY, SHELBY	CON	C16	338	2/5/2002	12:14AM	10154900	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	HOWELL, CLAUDE	CON	C16	356	2/5/2002	12:20AM	10154909	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	AKERS, WANDA SUE	CON	C16	358	2/5/2002	12:13AM	10154910	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	SPURLOCK, GEARLDINE	CON	C16	340	2/5/2002	12:14AM	10154901	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	MEADE, JAMES	CON	C16	342	2/5/2002	12:14AM	10154902	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	WILLIAMS, CAROL SUE	CON	C16	344	2/5/2002	12:12AM	10154903	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	STEVENS, ZANDER STEVENS, GEARLDINE	CON	C16	346	2/5/2002	12:17AM	10154904	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	WILLIAMS, WILLIE	CON	C16	348	2/5/2002	12:12AM	10154905	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	EPLIN, BEVERLY EPLIN, TERRY	CON	C16	350	2/5/2002	12:17AM	10154906	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	HAMILTON, CLEMENT HAMILTON, NORMA	CON	C16	352	2/5/2002	12:13AM	10154907	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	HUNTER, BILLIE HUNTER, RAYMOND	CON	C16	354	2/5/2002	12:13AM	10154908	RIGHT OF WAY
GE	SOUTHERN WATER & SEWER DISTRICT	ELKHORN COAL COMPANY LLC	CON	C16	637	9/3/2004	10:35AM	10186642	EASEMENT AGREEMENT
GE	SOUTHERN WATER AND SEWER DISTRICT	MARTIN, VERNON	CON	C16	185	4/26/2001	10:53AM	10138308	EASEMENT
GE	SOUTHERN WATER AND SEWER DISTRICT	MARTIN, RODNEY	CON	C16	175	4/26/2001	10:50AM	10138302	
GE	SOUTHERN WATER AND SEWER DISTRICT	TACKETT, ROGER L	CON	C16	176	4/26/2001	10:50AM	10138303	
GE	SOUTHERN WATER AND SEWER DISTRICT	HOWELL, EDGAR	CON	C16	177	4/26/2001	10:50AM	10138304	
GE	SOUTHERN WATER AND SEWER DISTRICT	SPEARS, GLENN B	CON	C16	178	4/26/2001	10:51AM	10138306	
GE	SOUTHERN WATER AND	GOINS, DELBERT	CON	C16	180	4/26/2001	10:51AM	10138307	EASEMENT

GE	SOUTHERN WATER AND SEWER DISTRICT	HANCOCK, RICKY	CON	C16	181	4/26/2001	10:51AM	10138309	EASEMENT
GE	SOUTHERN WATER AND SEWER DISTRICT	JOHNSON, SESSIE	CON	C16	182	4/26/2001	10:52AM	10138310	EASEMENT
GE	SOUTHERN WATER AND SEWER DISTRICT	BRANHAM, RONNIE	CON	C16	183	4/26/2001	10:52AM	10138311	EASEMENT
GE	SOUTHERN WATER AND SEWER DISTRICT	JOHNSON, LILLIE MAE	CON	C16	184	4/26/2001	10:52AM	10138312	EASEMENT
GE	SOUTHERN WATER AND SEWER DISTRICT	CLARK, STEVE	CON	C16	186	4/26/2001	10:53AM	10138313	EASEMENT
GE	SOUTHERN WATER AND SEWER DISTRICT	BROWN, CLARENCE	CON	C16	187	4/26/2001	10:55AM	10138314	EASEMENT

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STATE OF KENTUCKY, COUNTY OF FLOYD, S.S.

I, CHRIS WAUGH, Clerk of Floyd County certify that the foregoing Mortgage was on the 10 day of Feb., 2006 at 10:38 clock A.m. lodged for record whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand, this 10 day of Feb. 2006
CHRIS WAUGH, CLERK By: Sandy Love

STATE OF KENTUCKY, COUNTY OF FLOYD, S.S.

I, CHRIS WAUGH, Clerk of Floyd County certify that the foregoing Future Sale was on the 10 day of Feb., 2006 at 10:38 clock P.m. lodged for record whereupon the same with the foregoing and this certificate have been duly recorded in my office.

Witness my hand, this 10 day of Feb. 2006
CHRIS WAUGH, CLERK By: Sandy Love