

Date: June 19, 2026

Notarized Original

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Kentucky Public Service Commission
Attn: Consumer Services / Executive Director
211 Sower Boulevard
P.O. Box 615
Frankfort, Kentucky 40602

RECEIVED

JUL 10 2026

PUBLIC SERVICE
COMMISSION

RE: Formal Consumer Complaint Against Owen Electric Cooperative, Inc.

Subject Property: 5785 Lawrenceville Rd., Williamstown, KY 41097 and the referenced recorded 40-foot-wide metes and bounds unfettered ingress and egress easement

To Whom It May Concern,

Enclosed please find the original and 5 copies of my formal regulatory complaint against Owen Electric Cooperative, Inc., submitted pursuant to Kentucky administrative and utility rules.

This complaint details explicit, completed violations by Owen Electric Cooperative regarding **807 KAR 5:006, Section 26**, as well as violations of their own filed utility tariffs. The cooperative has **fully constructed and finalized** utility infrastructure within a strictly restricted 40-foot-wide travel-only easement corridor and established a 30-foot clearance footprint extending onto neighboring property without valid utility grants, permission, or legal right to occupy.

As required for formal review, the enclosed complaint packet contains my sworn, notarized **Affidavit of Verification** alongside supporting evidentiary documentation.

Enclosed in this packet are the following documents for your review:

1. Signed and Notarized Formal Complaint Form / Statement of Facts.
2. **Exhibit A:** Copy of the recorded 40-foot metes-and-bounds travel easement deed.
3. **Exhibit B:** Property boundary maps showing the disputed installation footprint and encroaching clearance zones sketched in.
4. **Exhibit C:** Email dated 5/23/26 to Owen Electric Legal Counsel Jake Thompson with an attached recorded travel only easement deed for their review.
5. **Exhibit D:** Photographs of completed installation showing proximity to driveway and collision hazards, overhead lines and encroachment into my adjacent private property.

Please initiate a formal investigation into this matter and **order Owen Electric Cooperative to immediately de-energize and remove all unlawfully placed infrastructure** from the property footprint, restoring the easement corridor to its original condition.

Thank you for your prompt attention to this urgent property and regulatory matter.

Sincerely,

\ 

[Your Signature]

Cheryl D. Roland

5785 Lawrenceville Rd., Williamstown, KY 41097





June 19, 2026

**BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
FRANKFORT, KENTUCKY**

FORMAL ADMINISTRATIVE COMPLAINT

**SUBJECT: UNAUTHORIZED UTILITY ENCROACHMENT, ABSENCE OF LAWFUL UTILITY
EASEMENT, KENTUCKY PROPERTY LAW VIOLATIONS, NATIONAL ELECTRICAL
SAFETY CODE (NESC) VIOLATIONS, AND DIRECT SUBVERSION OF A RECORDED
MEDIATED SETTLEMENT AGREEMENT**

UTILITY: Owen Electric Cooperative
8205 Highway 127 N, P.O. Box 400, Owenton, KY 40359
Phone: (800) 372-7612, Fax: (502) 484-2661

I. COMPLAINANT INFORMATION

Name: Cheryl Darlene Roland
Property Address: 5785 Lawrenceville Rd., Williamstown, KY 41097
Phone Number: [REDACTED]
Email Address: [REDACTED]

II. UTILITY APPLICANT INFORMATION

Name of applicant: Darwin and Shelly Darlington
Service Location Address: Parcel off Lawrenceville Rd adjacent to 5785 Lawrenceville Rd.,
Williamstown, KY 41097
Mailing Address: 280 Edwards Ave., Walton, KY 41094

III. STATEMENT OF FACT, REGULATORY AND KENTUCKY PROPERTY LAW VIOLATIONS

Owen Electric Cooperative has failed to follow their own filed tariff rules to operate within a "legal right to occupy" or a right-of-way that is "satisfactory to the Cooperative." A travel-only easement does not provide a legal right-of-way for power distribution. The Cooperative accepted a defective applicant authorization, placing them in violation of **807 KAR 5:006, Section 26(1a) and (2b)** and their own internal line extension policies. The applicant failed to provide a valid easement and Owen Electric Cooperative proceeded without verifying the validity of that easement.

Additionally, under Kentucky property common law, a fee owner may not use their property—nor grant rights to a third-party utility—in a manner that actively obstructs or diminishes the rights of existing easement holders. Installing infrastructure within a restricted travel corridor directly compromises the “unfettered” access guaranteed to the easement holders, **creating an illegal encroachment and a civil trespass.**

Under Kentucky law, a utility cannot unilaterally claim, clear, or restrict use of a neighboring property’s airspace or land footprint just because it is adjacent to their line, and/or, in this specific case, used to satisfy their 30-foot-wide clearance zone which could not be accomplished within the 40-foot-wide travel-only easement. The specific violations include: **(1) Common law intentional trespass, (2) Inverse condemnation (De Facto Taking) which violates Section 13 of the Kentucky Constitution, and (3) Violation of PSC Tariff and Right-of-Entry Standards.**

1. Misuse of a Restricted Transit Easement: Owen Electric Cooperative has installed physical utility infrastructure—including poles and overhead distribution lines—within the boundaries of a 40-foot-wide metes and bounds unfettered ingress egress easement serving three properties. The applicant, myself and another neighbor rely solely on this corridor to access our respective properties (*Exhibit D*).

2. Complete Absence of Utility Placement Rights: A “*Driveway Easement and Maintenance Agreement, Addendum, and Quit Claim Deed*” (*Exhibit A*) were born out of a court mediated lawsuit settlement between three affected properties and was recorded in Grant County, Ky. about 6 months ago. This easement is restricted to vehicle and foot transit. It does not convey any right for utility installation, pole erection, nor infrastructure maintenance.

3. Application Fraud and Regulatory Failure: The applicant neighbor allegedly fraudulently certified on his utility application that he held full ownership rights sufficient to grant a utility right-of-way. Owen Electric completely failed its regulatory duty to review the recently recorded Grant County documents, which would have instantly revealed that the applicant possesses no utility-granting authority and that two adjacent property owners hold easements over this travel corridor.

4. Encroachment Onto Private Acreage: In addition to placing large poles and lines inside a travel-only easement without right-of-way, Owen Electric has extended a 30-foot clearance zone several feet outside the 40-foot-wide footprint and directly into the Complainant’s private acreage thus limiting Complainant’s usage of private property without permission and with no valid easement in violation of Section 13 of the Kentucky Constitution (*Exhibit B*).

5. Continuous Trespass of an Energized Line: It appears Owen Electric has fully completed construction and thus assume have energized this line. The cooperative would now be actively transmitting high-voltage electricity over and across the Complainant’s 40-foot-wide metes and

bounds contractually guaranteed totally unrestricted travel path via an overloaded easement and a trespassing clearance zone. Because Owen Electric was formally notified of these boundary and easement restrictions and proceeded anyway, it is operating as a willful trespasser under Kentucky law (*Exhibit C*).

6. Obstruction of an Ingress/Egress Corridor: By installing large poles very close to and hanging high-voltage lines over this corridor with a clearing zone directly above and on the transit path, Owen Electric has severely burdened, obstructed, and altered the primary purpose of the court-settled travel easement, in direct violation of the contractually guaranteed free and unrestricted path for passage of and creating an unsafe environment for vehicular transit (*Exhibits A and D*).

7. Direct Destruction of a Mediated Settlement Contract: The 40-foot-wide unfettered travel easement was the hard-fought result of a court-mandated mediated settlement agreement that resolved a contentious two-year civil lawsuit over a 26-year-old ingress egress easement regularly used by all three properties. That settlement was explicitly intended to establish a strict, permanent boundary compromise for all three parties that guaranteed permanent unfettered access to and from the respective properties, address maintenance and safety concerns and provide contractual accommodations to protect the Complainant from the applicant neighbor's documented history of easement and boundary aggression. Due to applicant's persistent, long-standing and on-going issues of a harassing nature resulting in irreversible mental health issues, Complainant requested, as an accommodation for medical and safety reasons, that Owen Electric keep the two properties separate regarding utilities. By fabricating utility rights on a service application, the applicant neighbor is in near-total breach of that agreement. Owen Electric's subsequent physical invasion completely destroys, subverts, and undermines the legal compromise achieved through two years of litigation, effectively weaponizing a simple transit easement to resurrect and exacerbate the exact harassment the contract was legally executed to prevent.

IV. TECHNICAL AND SAFETY

1. Mathematical and Physical Impossibility of the Infrastructure Layout: Owen Electric has attempted to force a 30-foot-wide utility easement within a strict, court-negotiated 40-foot-wide travel-only easement which already contains an active, functional vehicle driveway. Because the math of a mandatory 30-foot-wide utility clearance zone and a physical vehicle driveway cannot coexist inside a 40-foot-wide strip, Owen Electric has physically spilled over the hard legal wall of the easement, encroaching several feet directly into the Complainant's private acreage (*Exhibit B*).

2. Violation of the National Electrical Safety Code (NESC) & Winter Crash Hazards: Owen Electric has installed heavy physical poles directly inside a very rural, non-municipal and non-county nor state-maintained travel-only easement near the crest of a hill. This location is subject to severe ice and snow during Kentucky winters. By placing rigid utility poles and three guy wires immediately adjacent to the driveway's travel path near a blind hill crest, Owen Electric has created an active, dangerous roadside crash hazard for any vehicle losing traction in winter weather and/or a vehicle exiting driveway and needing to swerve right to avoid a head-on collision, directly violating NESC safety mandates regarding safe clearances and traffic hazard minimization (*Exhibit D*).

V. REGULATORY PRECEDENT

1. Under Kentucky PSC regulations and Owen Electric's own filed tariffs, the cooperative is explicitly barred from installing or energizing service infrastructure without first acquiring valid, lawful utility land rights. An access or travel easement cannot be unilaterally converted into a utility corridor by a cooperative or an applicant.

2. Public Policy Against the Subversion of Legal Settlements: Kentucky public policy heavily favors and protects the finality of mediated lawsuit settlements. A public utility cooperative cannot lawfully act as an instrument to dismantle a recorded legal settlement. By failing to audit the restricted Grant County easement deed from six months ago, Owen Electric has inadvertently colluded with a contracting party in active, material breach. Operating a live high-voltage line over and across a corridor restricted solely to travel undermines the integrity of the judicial and mediation systems

VI. REQUESTED RELIEF AND REMEDIES

The Complainant respectfully requests that the Kentucky Public Service Commission order the following immediate administrative actions:

1. Immediate De-Energization: Order Owen Electric to immediately disconnect and de-energize the unauthorized transmission line to eliminate continuous trespass and safety hazards while this land rights violation is reviewed.

2. Complete Removal of Infrastructure: Order Owen Electric Cooperative to physically remove all utility poles, overhead distribution lines, anchors, and associated infrastructure from the travel easement.

3. Restoration to Original Transit Purpose: Compel the utility to restore the surface of this easement corridor to its original physical condition, repairing any soil displacement, ruts, or grading damage caused by heavy machinery, thereby returning the corridor strictly to its court-negotiated purpose of unfettered ingress and egress.

4. Alternative Utility Routing: Mandate that Owen Electric completely reroute the neighbor's service line through alternative terrain that does not infringe upon the Complainant's private acreage or restricted travel easement.

Respectfully submitted,


Cheryl D. Roland

AFFIDAVIT OF VERIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY OF Grant

The undersigned, Cheryl D. Roland [Print Your Full Name], being first duly sworn, deposes and states under penalty of perjury that they are the complainant in the foregoing matter; that they have read the contents of the attached Formal Complaint/Notice; and that the factual statements, property boundary details, and assertions contained therein are true, accurate, and correct to the best of their personal knowledge, information, and belief.

\ Cheryl D. Roland

Signature of Complainant / Affiant

Subscribed, sworn to, and acknowledged before me by the Affiant,
Cheryl D. Roland, on this 22nd day of June, 2026.

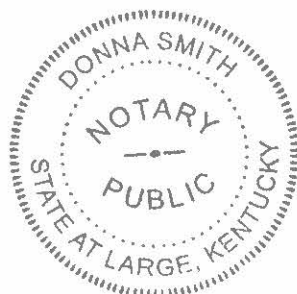
My Commission Expires: 03-23-2027

Notary Commission Number: KYNP68373

\ Donna H. Smith

Notary Public, State at Large, Kentucky

(Place Notary Seal/Stamp Below)

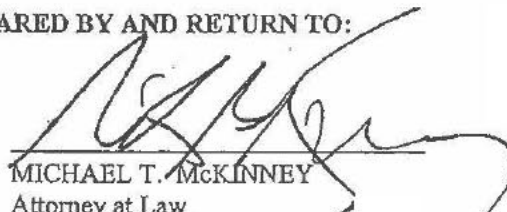


ADDENDUM TO THIS EASEMENT FILED BEFORE EASEMENT WAS FILED. FILED IN BOOK D455,
PAGE 228.

Exhibit A

PREPARED BY AND RETURN TO:

✉


MICHAEL T. MCKINNEY

Attorney at Law

KBA# 46590

2922 Washington Square

P.O. Box 688

Burlington, Kentucky 41005

(859) 586-9955

Fax 586-6937

[NO TITLE EXAMINATION PERFORMED
INSTRUMENT PREPARATION ONLY]

DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

THIS DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 7th day of ~~March~~ ^{MAY}, 2025, by and between Darwin Darlington and Shelly Darlington, husband and wife ("Darlington"), Cheryl D. Roland, unmarried ("Roland"), Steven W. Aulbach and Karen M. Aulbach, husband and wife ("Aulbach"), individually and collectively "Tract Owners", witnesseth:

WHEREAS, Roland is the owner of a 7.939 acre Tract located at 5785 Lawrenceville Road, Williamstown, Kentucky, as devised to her in the Last Will and Testament of J. H. Roland, Sr., as recorded at Will Book 3, Page 781 of the Grant Co. Clerk's records at Williamstown, Kentucky and

WHEREAS, Darlington is the owner of an 84.58 acre Tract located at Lawrenceville Road, Williamstown, Kentucky, adjacent to the Cheryl D. Roland Tract, by virtue of a deed from Larry W. Roland et ux as recorded at Deed Book 410, Page 138, of said Grant County Records, and

WHEREAS, Larry W. Roland had acquired said 84.58 acre tract by a devise in the same Last Will and Testament of J. H. Roland, Sr., as recorded at Will Book 3, Page 781 of the Grant Co. Clerk's

records at Williamstown, Kentucky, and

WHEREAS, Aulbach is the owner of a 93.643 acre Tract (formerly Beverly Sue Roland) located at 5765 Lawrenceville Road, Williamstown, Kentucky, by virtue of a deed from the Estate of Beverly Sue Roland as recorded at Deed Book 443, Page 327, of the Grant Co. Records, and

WHEREAS, Beverly Sue Roland had acquired said Tract by a devise in the same Last Will and Testament of J. H. Roland, Sr., as recorded at Will Book 3, Page 781 of the Grant Co. Clerk's records at Williamstown, Kentucky, and

WHEREAS, all three tracts (Roland, Darlington and Aulbach) have their ingress and egress to and from Lawrenceville Road over and across a common gravel passway over and along the 40 foot-wide easement referred to above, and

WHEREAS, the genesis of the easement and the gravel passway attendant thereto is found in the Last Will and Testament of J. H. Roland, Sr., as recorded at Will Book 3, Page 781 of the Grant Co. Clerk's records at Williamstown, Kentucky, which provides at Item Two A.2. that "Further, this property devised to my said son and grandson shall have the use and benefit of a 40 foot wide easement to run with the land, said easement being more particularly described as follows:"¹, and

¹ Lying and being in Grant County, Kentucky on the North side of Kentucky Route 1993 (A.K.A. Lawrenceville Road) and 0.52 miles west of Bennett Road and more particularly described as follows, to-wit:

BEGINNING at an iron pin set at the southeast corner of a 7.939 Acre Tract to be conveyed to Cheryl Roland in the north right of way line of Kentucky Route 1993; thence with the east lines of said 7.939 Acre Tract and the west lines of a 40.00 foot wide easement for ingress and egress N 2005'46" E - 149.72 feet; thence N 2645'27" W - 273.49 feet; thence N 0540'23" W - 199.97 feet; thence N 3121'21" W - 124.87 feet; thence N 0206'00" E - 74.82 feet; thence N 4130'48" W - 164.85 feet; thence N 5208'30" E - 40.08 feet; thence S 4130'48" E - 178.30 feet; thence S 0206'00" W - 78.81 feet; thence S 3121'21" E - 121.96 feet to an iron pin in the northwest corner of a 92.226 Acre Tract being conveyed to Beverly Roland; thence with the West line of said Tract and the east line of the easement S 0540'23" E - 201.65 feet; thence S 2645'27" E - 283.38 feet; thence S 2005'46" W - 174.39 feet to an iron pin set in the north right of way line of Kentucky Route No. 1993.

The above description is in accordance with a survey made by Jerry L. Cannon on January 13, 1998.

WHEREAS, Aulbach has sold Tract 1 (5.019 acres) on a land contract to Michael W. Atkins via a land contract, and

WHEREAS, Aulbach has placed restrictions on each of the subdivided tracts containing the following restriction: "There will be only one single family residence per lot permitted. Lots may not be further sub-divided to create addition residential building site, unless granted written permission from the developer."

WHEREAS, Roland, Darlington and Aulbach intend by these presents to confirm, memorialize and set forth the right and ability of Aulbach, their respective heirs, executors and assigns forever, to utilize said 40 foot-wide easement described herein for the use of the Aulbach tract (Tract 1) for ingress and egress to and from its intersection with Lawrenceville Road (Kentucky Highway 1993), and

WHEREAS, Roland, Darlington and Aulbach intend by these presents to confirm, memorialize and set forth the right and ability of Roland, her heirs, executors and assigns forever, to utilize said 40 foot-wide easement described herein for the use of the Roland tract for ingress and egress to and from its intersection with Lawrenceville Road (Kentucky Highway 1993), and

WHEREAS, Roland, Darlington and Aulbach intend by these presents to confirm, memorialize and set forth the right and ability of Darlington, their respective heirs, executors and assigns forever, to utilize said 40 foot-wide easement described herein for the use of the Darlington tract for ingress and egress to and from its intersection with Lawrenceville Road (Kentucky Highway 1993), and

NOW, THEREFORE, it is hereby agreed as follows:

1. Steven W. Aulbach and Karen M. Aulbach, husband and wife, their respective heirs, executors and assigns forever, shall have an unfettered ingress and egress easement over the forty foot-wide easement area and the passway thereon which is described herein, to and from Lawrenceville Road (Ky Hwy 1993), such easement to run with the land. This easement shall be for the use and benefit of Lot 1 on the Aulbach tract (future Atkins).

2. Likewise, Cheryl D. Roland, her heirs, executors and assigns forever, shall have an unfettered ingress and egress easement over the forty foot-wide easement area and the passway thereon which is described herein, to and from Lawrenceville Road (Ky Hwy 1993), such easement to run with the land.

3. Likewise, Darwin Darlington and Shelly Darlington, husband and wife, their respective heirs, executors, successors and assigns forever, shall have an unfettered ingress and egress easement over the forty foot (40') wide easement area and the passway thereon which is described herein, to and from Lawrenceville Road (Ky Hwy 1993), such easement to run with the land.

4. For so long as any of the present owners have an interest in their respective real property or unless otherwise agreed, by these presents, the parties hereto agree that the 40 foot-wide easement and the passway thereon shall be for the exclusive use of their respective properties and that no further subdivisions of their properties shall be allowed to use the 40 foot-wide easement and the passway thereon to and from Lawrenceville Road (Ky Hwy 1993) for the purpose of serving any households other than the households of the parties hereto or the households or their successors-in-interest.

5. The parties agree that the first bridge on the 40 foot-wide easement, closest to Lawrenceville Road, is utilized by all of the parties hereto (Darlington, Roland and Aulbach), and benefits all said parties for ingress and egress to their properties to and from Lawrenceville Road.

6. The parties further agree that the second bridge on the 40 foot-wide easement, farthest from Lawrenceville Road, is utilized only by Darlington and Roland, and only benefits, the Roland and Darlington properties.

7. The parties agree that Darlington shall remove all fence posts, any fencing or other obstacles he may have installed or placed along Roland's property or within the easement no later than June 1, 2025, and that Darlington shall henceforth only install fencing along the boundaries of his farm property and shall terminate the fencing at the northern most iron pin on the 40 foot-wide easement at the western side of the Aulbach property (Tract 1). There shall be no fencing installed along the boundaries of the 40 foot-wide easement at any point adjacent to the rproperties of Roland and Aulbach. Darlington shall be permitted to place fence on his property that is adjacent to his easement.

8. Aulbach (Tract 1) has two access points from Tract 1 to the 40 foot-wide easement and the passway thereon. These two access points are presently too narrow to accommodate a truck pulling a trailer or wagon into or out of the Aulbach property (Tract 1). To that end, the parties agree that Aulbach, their heirs, executors or assigns forever, shall have the right and authorization to widen and sculpt both of these two access points so as to allow easy ingress and egress to and from the passway on the 40 foot-wide easement.

9. The responsibility of securing general maintenance of the passway shall be borne by the Owners of the Roland, Darlington and Aulbach (Tract 1) Tracts (the "Tract Owners"), their heirs, executors, successors and assigns, and shall be accomplished as hereinafter set forth.

10. Until further agreement, the responsibility of providing general maintenance of the Driveway, not including the bridges, shall be borne equally by Darlington, Roland and Aulbach, owners of the three tracts involved as hereinabove described, with each Tract being responsible for one-third (1/3) of such cost.

11. The driveway shall be maintained as a gravel lane and shall not be improved to a greater level of quality (e.g., concrete or blacktop).

12. Prior to any repair, maintenance or reconstruction, not including the two bridges, for which the Tract Owners will be responsible, an estimate shall be obtained for such repair, maintenance or reconstruction. Said estimate shall be submitted to each of the Tract Owners/Assignees for review. If any Tract Owner/Assignee disagrees in writing with such estimate, then, in such event, no work shall commence on the passway for a period of thirty (30) days from actual receipt of the written notice of disagreement from said Tract Owner/Assignee. Said notice of disagreement shall be delivered to the other Tract Owners/Assignees no later than fourteen (14) days from the date of mailing of the repair/maintenance/reconstruction estimate to the Tract Owners/Assignees. During said thirty (30) day period, the Tract Owner/Assignee in disagreement with the estimate shall have the right to obtain other estimates from reputable contractors. At the end of the thirty (30) day period, the Tract Owners/Assignees shall review the estimate along with any other estimates received from a disagreeing Tract Owner/Assignee and shall execute an agreement with the lowest and best bidder to have the repair, maintenance or reconstruction work performed. The decision of at least 2 of the 3 Tract Owners/Assignees shall be final and binding upon all Tract Owners/Assignees.

13. If any Tract Owner/Assignee thereafter fails to pay any amount which they are obligated to pay under this Agreement for repair, maintenance, or reconstruction of the passway then, in such event, the paying Tract Owner(s)/Assignee(s) may pay said share for the non-paying Tract Owner/Assignee, but are not obligated to do so, and the paying Tract Owner(s)/Assignee(s) shall, in addition to any rights and remedies at law, be subrogated to the liens and rights granted to third party contractors by statute or, in addition thereto, shall have a lien by virtue of this Agreement against the property of the non-paying Tract Owner/Assignee to the extent of the payments made on behalf of the non-paying Tract Owner/Assignee, with pre-judgment interest on the unpaid balance, and may institute foreclosure proceedings to enforce said lien rights.

14. Each Tract Owner/Assignee agrees to pay all costs and reasonable attorney's fees incurred by the other(s) to the prevailing party as a result of any legal action claiming a breach of this Agreement.

15. Regarding maintenance of the two bridges on the easement, all Tract Owners/Assignees shall consult and undertake maintenance of the first bridge as set forth in paragraphs 12 & 13 above. In all such matters, Roland will be represented by her counsel, Pete W. Whaley, and any and all communication shall be directed through his office.

As to the second bridge on the easement, the Tract Owners (for the Roland and Darlington tracts) shall consult and undertake maintenance of the second bridge as set forth in paragraphs 12 & 13 above.

16. All Tract Owners/Assignees shall use the passway in a reasonable manner and so as to not damage same beyond normal, reasonable wear and tear. Any Tract Owner/Assignee causing damage to the passway, other than normal and reasonable wear and tear, shall repair the passway within thirty days of the date of damage at their sole expense, with the same conditions as set forth in paragraphs 12 & 13 above.

17. The Tract Owners/Assignees bound by this Agreement agree that they will not park any vehicles on the passway nor block the passway or permit any guests, licensees or invitees to do so.

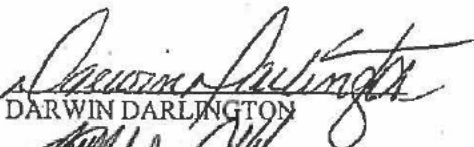
18. This Agreement shall binding upon and inure to the benefit of the Tract Owners/Assignees and their respective heirs, personal representatives, successors and assigns.

19. This Agreement constitutes the entire understanding between the parties hereto with respect to all matters herein and shall not be amended; altered or changed, except by an instrument in writing and signed by each of the parties hereto or their successors in interest.

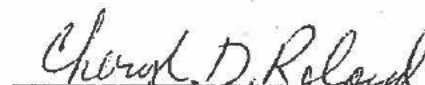
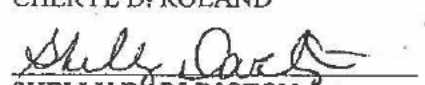
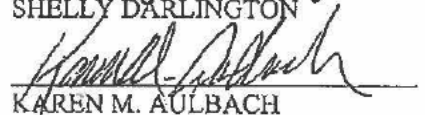
20. This Agreement shall be binding upon Darlington, Roland and Aulbach and their respective heirs, personal representatives and assigns, and shall run with the land. A copy of this Agreement shall be referenced in any conveyance of the Darlington, Roland and Aulbach tracts.

21. A copy of this Agreement shall recorded in the records of the Grant County Clerk, and shall be referenced in any conveyance of the Roland, Darlington and Aulbach Tracts (Tract 1) or any part thereof.

WITNESS the signatures of Cheryl D. Roland, unmarried, Darwin Darlington and Shelly Darlington, husband and wife, and Steven W. Aulbach and Karen M. Aulbach, husband and wife, effective as of the 7th day of ~~March~~ MAY, 2025.


DARWIN DARLINGTON

STEVEN W. AULBACH


CHERYL D. ROLAND

SHELLY DARLINGTON

KAREN M. AULBACH

STATE OF KENTUCKY
COUNTY OF GRANT

Subscribed and sworn to before me by and on this 14th day of May, 2025, by Cheryl D. Roland, unmarried.

My Commission Expires: 2/1/29

Julia P. Robinson
Notary Public - State at Large
ID # KYNP21817

STATE OF KENTUCKY
COUNTY OF GRANT

Subscribed and sworn to before me by and on this 1st day of May, 2025, by Darwin Darlington and Shelly Darlington, husband and wife.

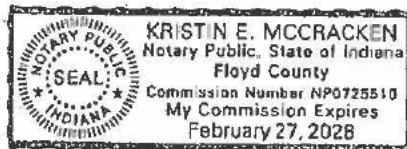
My Commission Expires: 6/11/27

Anna
Notary Public - State at Large
ID # KYNP 70535

STATE OF INDIANA
COUNTY OF FLOYD

Subscribed and sworn to before me by and on this 27th day of March, 2025, by Steven W. Aulbach and Karen M. Aulbach, husband and wife.

My Commission Expires: 02/07/2028



Kristin E. McCracken
Notary Public - State at Large
ID # NP0725510

DOCUMENT NO: 298380
RECORDED: November 26, 2025 02:25:00 PM
TOTAL FEES: \$56.00
COUNTY CLERK: COLTON SIMPSON
DEPUTY CLERK: ALLISON CONNER
COUNTY: GRANT COUNTY
BOOK: D456 PAGES: 407 - 413

**ADDENDUM TO THE DRIVEWAY EASEMENT AND MAINTENANCE
AGREEMENT**

THIS ADDENDUM TO THE DRIVEWAY EASEMENT AND MAINTENANCE
AGREEMENT IS BEING EXECUTED FOR THE SOLE PURPOSE OF MEETING
THE FILING AGREEMENT OF THE GRANT COUNTY CLERK'S OFFICE

Book 453 Pg. 151
\$

1. Cheryl D. Roland, Steven W. Aulbach, Karen M. Aulbach, Darwin Darlington and Shelly Darlington each hereby grant unto one another an easement as defined under the terms of the Driveway Easement and Maintenance Agreement. Accordingly, all parties are both grantors and grantees.
2. The in-care-of address should include all parties:
 - a. Cheryl D. Roland
5785 Lawrenceville Road
Williamstown, KY 41097
 - b. Steven W. Aulbach and Karen M. Aulbach
1046 W. Knable Road
Georgetown, Indiana 47122
 - c. Darwin Darlington and Shelly Darlington
280 Edwards Ave.
Walton, Kentucky 41094
3. The consideration in this matter is the mutual promises made regarding the easement as defined in the Driveway Easement and Maintenance Agreement. For recording purposes, the consideration/fair market value is \$1.00.

Consideration Certification

Grantors and Grantees certify under oath, pursuant to KRS Chapter 382, that the above-stated consideration in the amount here is the true, correct and full consideration paid for the property herein conveyed. Grantor and Grantee herein state that each is over the age of eighteen (18) years of age. Grantor and Grantee further certify the understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.

DATE 8/11/25Cheryl D. Roland
CHERYL D. ROLANDDATE 8-23-2025Steven W. Aulbach
STEVEN W. AULBACHDATE 8/23/2025Karen M. Aulbach
KAREN M. AULBACHDATE 8/4/25Darwin Darlington
DARWIN DARLINGTONDATE 8-4-2025Shelly Darlington
SHELLY DARLINGTON

COMMONWEALTH OF KENTUCKY)

) Notary's Certificate of Acknowledgment

COUNTY OF GRANT)

The foregoing Deed and Certification acknowledged, subscribed and sworn to before me by **CHERYL D. ROLAND**, Grantor/Grantee herein, this 11th day of 2025.

Julia P. Robinson

NOTARY PUBLIC

My Commission Expires: 2/1/29KyNP21817

August

COMMONWEALTH OF KENTUCKY)

) Notary's Certificate of Acknowledgment

COUNTY OF GRANT)

The foregoing Deed of Conveyance and Certification was acknowledged, subscribed and sworn to before me by **STEVEN W. AULBACH** and **KAREN M. AULBACH**, Grantees/Grantors herein, on this the 23rd day of 2025. August

Kristin E. McCracken
NOTARY PUBLIC - State at Large,
KentuckyMy Commission Expires: 08/17/2026

KRISTIN E. MCCracken
Notary Public-State at Large
KENTUCKY - Notary ID # KYNP57354
My Commission Expires 08-17-2026

COMMONWEALTH OF KENTUCKY)
COUNTY OF GRANT) Notary's Certificate of Acknowledgment

The foregoing Deed of Conveyance and Certification was acknowledged,
subscribed and sworn to before me by **DARWIN DARLINGTON** and **SHELLY**
DARLINGTON, Grantees/Grantors herein, on this the 4th day of 2025. AUGUST

Deborah Collier KY NP 2003
NOTARY PUBLIC - State at Large,
Kentucky
My Commission Expires: 2-14-28

4. Nothing in this Addendum shall be construed in any manner to modify,
qualify or otherwise effect any change to the terms of the Driveway
Easement and Maintenance Agreement.

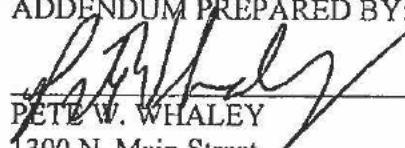
Having seen and agreed:

/s/ Steve N. Howe (via email authorization)

/s/ Michael McKinney (via email authorization)

/s/ Pete W. Whaley

ADDENDUM PREPARED BY:

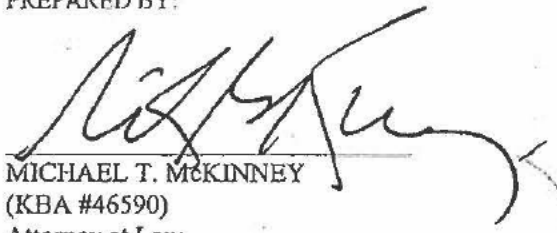

PETE W. WHALEY
1300 N. Main Street
Williamstown, Kentucky 41097
kypetelaw@gmail.com

DOCUMENT NO: 295301
RECORDED: October 03, 2025 12:12:00 PM
TOTAL FEES: \$50.00
COUNTY CLERK: COLTON SIMPSON
DEPUTY CLERK: ALLISON CONNER
COUNTY: GRANT COUNTY
BOOK: D455 PAGES: 228 - 230

RETURN TO:

 Darwin Darlington
Shelly Darlington
280 Edwards Road
Walton, Kentucky 41094

PREPARED BY:


MICHAEL T. MCKINNEY
(KBA #46590)
Attorney at Law
P.O. Box 688
Burlington, Kentucky 41005
(859) 586-9955
mikemckinney@fuse.net
[NO TITLE EXAMINATION PERFORMED]

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: THAT

STEVEN W. AULBACH and KAREN M. AULBACH,
husband and wife,
and
CHERYL D. ROLAND,
unmarried,

for and in consideration of the sum of ONE and NO/100 (\$1.00) DOLLAR, and other valuable consideration, paid in hand, the receipt and sufficiency of which are hereby acknowledged, do hereby transfer, release and forever quit-claim to

DARWIN DARLINGTON and SHELLY DARLINGTON,
husband and wife,
jointly, with remainder in fee simple to the survivor of either of them, his or her heirs and assigns forever,

all of their right, title and interest in and to the following described physical real estate only, being a gravel passway, but not the easement overlying and encumbering said passway, lying and located in Grant County, Kentucky, to wit:

GRANTOR MAILING ADDRESS: Steven W. Aulbach Cheryl D. Roland
Karen M. Aulbach 5785 Lawrenceville Road
1046 W. Knable Road Williamstown, Kentucky 41097
Georgetown, Indiana 47122

GRANTEES MAILING ADDRESS: 280 Edwards Road, Walton, Kentucky 41094

PROPERTY ADDRESS: Parcel off Ky Hwy 1993, Williamstown, Kentucky 41097

TAX BILL MAILING ADDRESS: Darwin Darlington
Shelly Darlington
280 Edwards Road
Walton, Kentucky 41094

GROUP NO.: GRANT CO.

STREET ADDRESS: Parcel off Ky Hwy 1993, Williamstown, Kentucky 41097

Lying and being in Grant County, Kentucky on the North side of Kentucky Route 1993 (A.K.A. Lawrenceville Road) and 0.52 miles west of Bennett Road and more particularly described as follows, to-wit:

BEGINNING at an iron pin set at the southeast corner of a 7.939 Acre Tract to be conveyed to Cheryl Roland in the north right of way line of Kentucky Route 1993; thence with the east lines of said 7.939 Acre Tract and the west lines of a 40.00 foot wide easement for ingress and egress N 20°05'46" E -- 149.72 feet; thence N 26°45'27" W -- 273.49 feet; thence N 05°40'23" W -- 199.97 feet; thence N 31°21'21" W -- 124.87 feet; thence N 02°06'00" E -- 74.82 feet; thence N 41°30'48" W -- 164.85 feet; thence N 52°08'30" E -- 40.08 feet; thence S 41°30'48" E -- 178.30 feet; thence S 02°06'00" W -- 78.81 feet; thence S 31°21'21" E -- 121.96 feet to an iron pin in the northwest corner of a 92.226 Acre Tract being conveyed to Beverly Roland; thence with the West line of said Tract and the east line of the easement S 05°40'23" E -- 201.65 feet; thence S 26°45'27" E -- 283.38 feet; thence S 20°05'46" W -- 174.39 feet to an iron pin set in the north right of way line of Kentucky Route No. 1993.

The above description is in accordance with a survey made by Jerry L. Cannon on January 13, 1998. SOURCE OF TITLE: Being all of the same property described as a "40 foot wide easement to run with the land" as found in the Last Will and Testament of J. H. Roland, Sr. aka Jess Roland, as same was probated in the Grant District Court in Case No. 08-P-00009, and recorded at Will Book 3, Pages 781790, of the Grant County Clerk's records at Williamstown, Kentucky. The use and benefit of this "40 foot wide easement to run with the land" benefitted the 84-1/2 acres of real estate devised in said Will to Larry W. Roland, who subsequently conveyed said real estate to Darwin Darlington and Shelly Darlington, husband and wife, by Deed recorded at Deed Book 410, Page 138, same records.

The use and benefit of this "40 foot wide easement to run with the land" also benefitted the 7.939 acres of real estate devised in said Will to Cheryl D. Roland.

The use and benefit of this "40 foot wide easement to run with the land" benefitted the 92.226 acres of real estate devised in said Will to Beverly Sue Roland, now deceased, at Item Two, section C.1., and whose estate subsequently conveyed said real estate to Steven W. Aulbach and Karen M. Aulbach, husband and wife, by Deed recorded at Deed Book 443, Page 327, same records. In the Will of said J. H. Roland, Sr., he stated of the devise to Beverly Sue Roland of this tract that "This devise is subject to the

easement as described in Item Two, section A.2., above".

Thereafter, Aulbach subdivided this real estate and conveyed a 5.019 acre parcel, known as Tract 1, and which lies adjacent to the "40 foot wide easement to run with the land", by virtue of an unrecorded Land Contract which is benefitted by the "40 foot wide easement to run with the land".

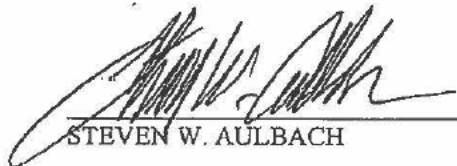
The purpose of this quit-claim deed is to vest ownership of the physical 40 foot wide easement area in Darwin Darlington and Shelly Darlington, husband and wife, and to retain the benefit of the "40 foot wide easement to run with the land" in favor of Cheryl D. Roland, unmarried, Steven W. Aulbach and Karen M. Aulbach, husband and wife, and their successors and assigns forever.

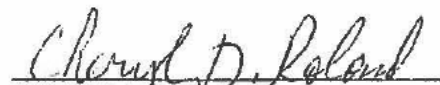
TO HAVE AND TO HOLD the same to the said

DARWIN DARLINGTON and SHELLY DARLINGTON,
husband and wife,

jointly, with remainder in fee simple to the survivor of either of them, his or her heirs and assigns forever.

IN WITNESS WHEREOF, the said Steven W. Aulbach and Karen M. Aulbach, husband and wife, Cheryl D. Roland, unmarried, and Michael W. Atkins, unmarried, have hereunto set their hands this ~~7th~~ day of March, 2025.


STEVEN W. AULBACH

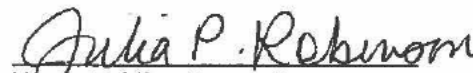

CHERYL D. ROLAND


KAREN M. AULBACH

STATE OF KENTUCKY
COUNTY OF GRANT

Subscribed, sworn to and acknowledged before me this ~~7th~~ ^{11th} day of ~~March~~ ^{May}, 2025 by Cheryl D. Roland, unmarried, to be her free act and deed.

My Commission Expires: 2/1/29


Notary Public - State at Large
ID # 014NP21817

STATE OF INDIANA
COUNTY OF FLOYD

Subscribed, sworn to and acknowledged before me this 27th day of March, 2025, by Steven W. Aulbach and Karen M. Aulbach, husband and wife.

My Commission Expires: 02/27/2028



Kristin E. McCracken
Notary Public - State at Large
ID # NP0725510

CONSIDERATION CERTIFICATE

We, the undersigned, hereby certify that the consideration reflected in this deed is the full consideration paid for the property. The grantee executes this certificate for the sole purpose of certifying the consideration hereunder.

Steven W. Aulbach
STEVEN W. AULBACH

Darwin Darlington
DARWIN DARLINGTON

STATE OF KENTUCKY
COUNTY OF GRANT

Cheryl D. Roland
CHERYL D. ROLAND

Karen M. Aulbach
KAREN M. AULBACH

Shelly Darlington
SHELLY DARLINGTON

This Consideration Statement is subscribed, sworn to and acknowledged before me this 27th day of March, 2025 by Cheryl D. Roland, unmarried, to be her free act and deed.

My Commission Expires: 08-04-2025

Sue Parks
Notary Public - State at Large
ID # KY0031596

STATE OF INDIANA
COUNTY OF FLOYD

This Consideration Statement is subscribed, sworn to and acknowledged before me this 27th
day of March, 2025, by Steven W. Aulbach and Karen M. Aulbach, husband and wife.

My Commission Expires: 02/27/2028



Kristin E. McCracken
Notary Public - State at Large
ID # NP0725510

STATE OF KENTUCKY
COUNTY OF GRANT

This Consideration Statement is subscribed, sworn to and acknowledged before me this 1st
day of March 2025 by Darwin Darlington and Shelly Darlington, husband and wife, to be each of their
free act and deed.

My Commission Expires: 6/11/27

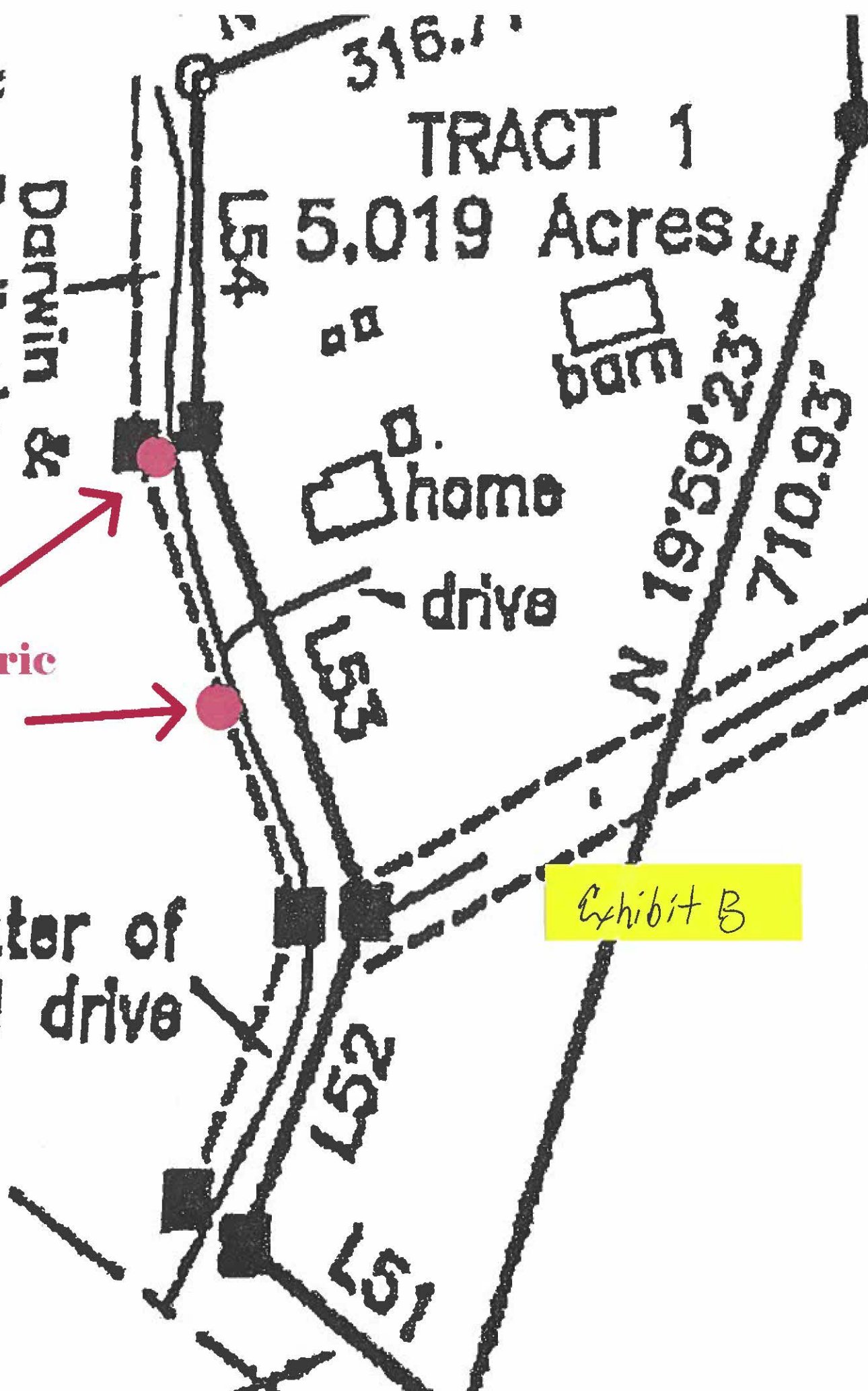
Darwin Darlington
Notary Public - State at Large
ID # KTNP 70535

DOCUMENT NO: 290222
RECORDED: July 09, 2025 12:31:00 PM
TOTAL FEES: \$50.00 TRANSFER TAX: \$0.00
COUNTY CLERK: COLTON SIMPSON
DEPUTY CLERK: KENDALL WALLER
COUNTY: GRANT COUNTY
BOOK: D453 PAGES: 151 - 155

reilly Darlington
410, pg. 138

New
Electric
Poles

center of
gravel drive



TRACT 1

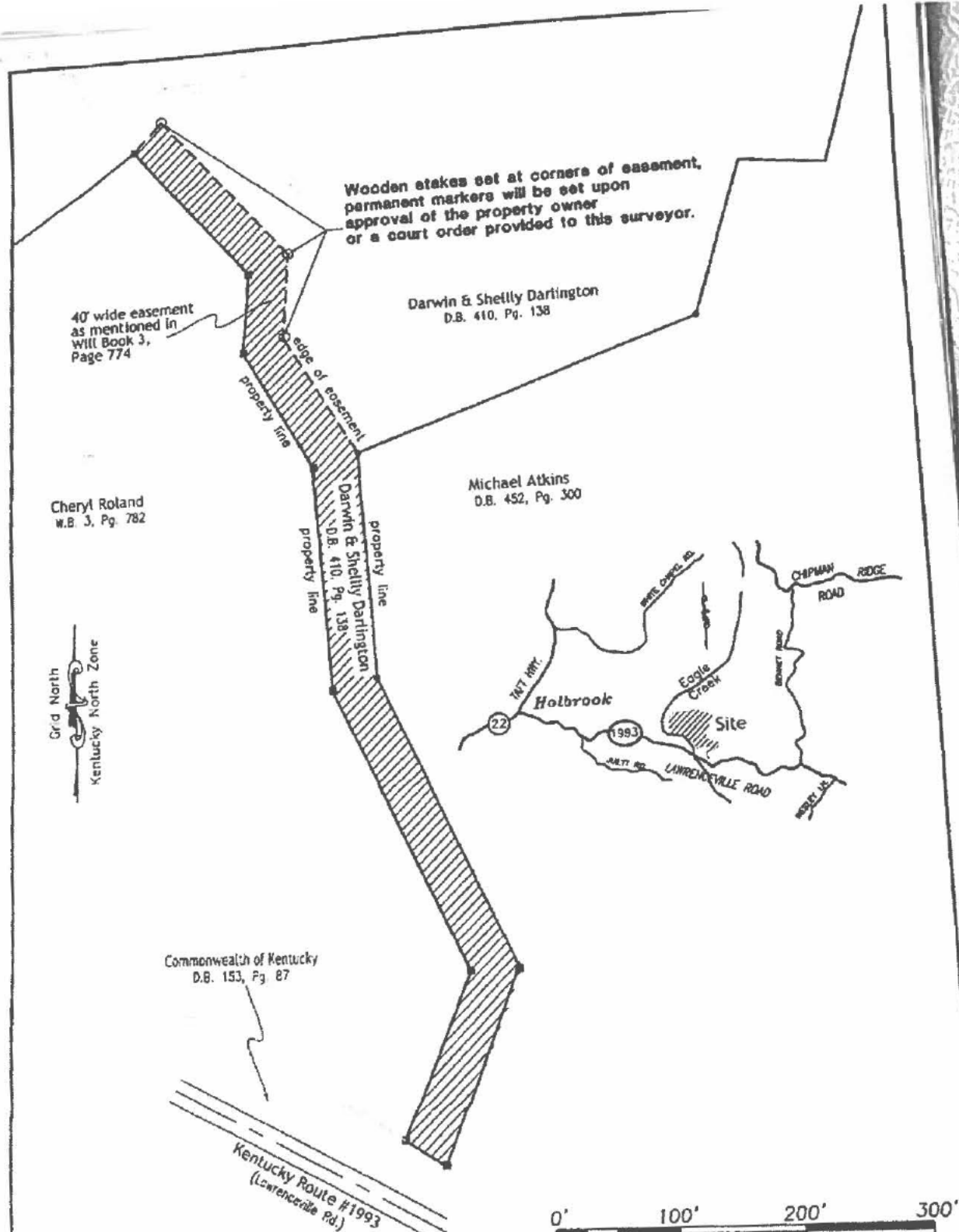
5.019 Acres

barn

home

drive

Exhibit B



LEGEND

- IRON PIN SET, 18" x 1/2" REBAR WITH YELLOW CAP STAMPED 3479
- IRON PIN FOUND, (IPF)
POINT, POST, PIPE (AS NOTED)
- ▲ 1 1/2" MAG NAIL SET
- △ POINT IN ROAD, (NOTHING SET)
- TREE (THREE HACK MARKS)
- x-x-x- FENCE (NOT CN BOUNDARY LINE)

STATE OF KENTUCKY
CHARLES E. CLEVELAND
3479
LICENSED
PROFESSIONAL
LAND SURVEYOR

SURVEY FOR EASEMENT LOCATION

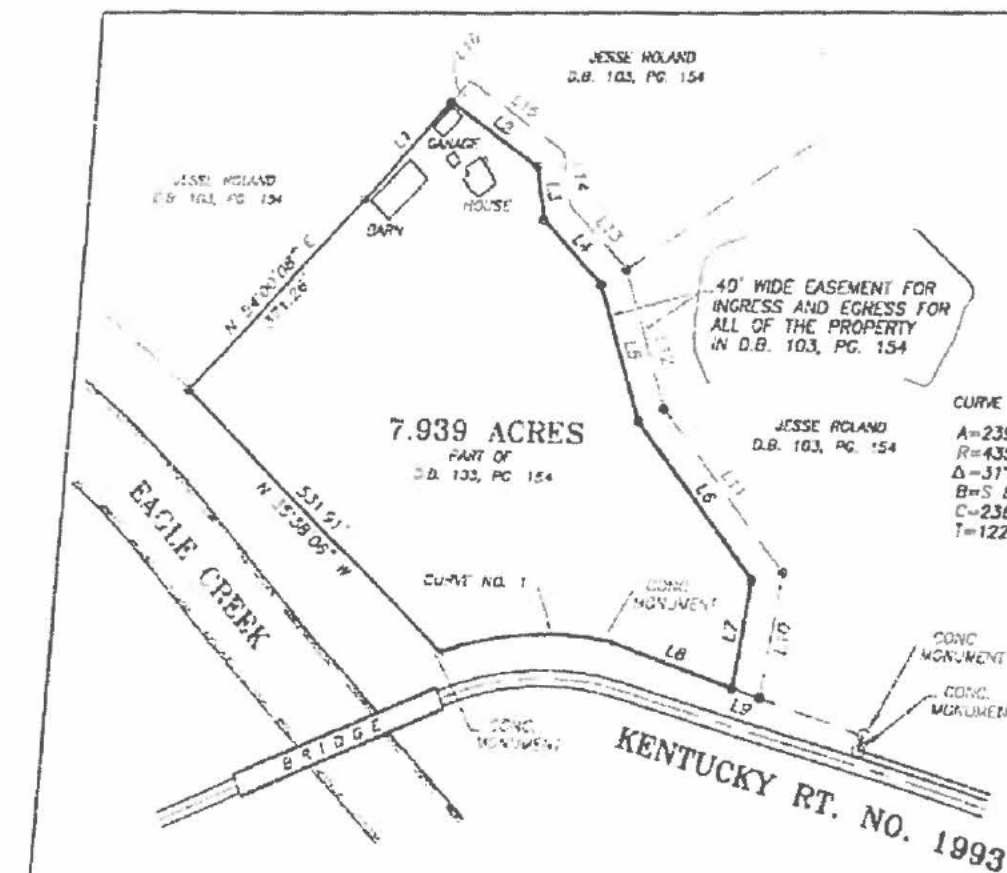
CHERYL ROLAND
5785 LAWRENCEVILLE ROAD
WILLIAMSTOWN, KY 41097

ON THE NORTH SIDE OF KENTUCKY RT. #1993
(LAWRENCEVILLE ROAD)
0.60 MILES WEST OF BENNETT ROAD
GRANT COUNTY, KENTUCKY

Scale: 1" = 100'
Date: 08/29/25
Dwn By: CEC
Job No.: 25-059
Surveyed: 07/11/25
Filename: 25059Roland2



HICKS & MANN, INC.
Consulting Engineering
Land Surveying & Planning
214-B South Main Street
Williamstown, Ky. 41097
Ph: (859) 824-5231
ccleveland@hicksmann.com



CURVE NO. 1
 A=239.68'
 R=435.00'
 Δ=31°34'09\"/>

L1	N 52°29'33\"/>
----	----------------

● INDICATES 1/2\"/>

Δ INDICATES P.K. NAIL SET IN THE CENTER OF THE PAVEMENT



I HEREBY CERTIFY THAT THIS PLAT DEPICTS A SURVEY MADE UNDER MY DIRECTION BY THE METHOD OF RANDOM TRAPMISE, THE NORTH POINT AND BEARINGS SHOWN HEREON ARE BASED ON MAGNETIC NORTH, THE BEARINGS AND DISTANCES SHOWN HEREON HAVE NOT BEEN ADJUSTED FOR CLOSURE, THE UNADJUSTED ERROR OF CLOSURE MEETS OR EXCEEDS 1\"/>

Jerry L. Cannon 1-13-98
 JERRY L. CANNON KY. P.L.S. NO. 2936 DATE

I CERTIFY THAT THIS IS THE SECOND OUTCOMEYANCE FROM THE PARENT TRACT UNDER THE PRESENT OWNERSHIP SINCE APRIL 8, 1987.

Jerry L. Cannon 1-13-98
 JERRY L. CANNON KY. P.L.S. NO. 2936 DATE

APPROVED FOR RECORDING PURPOSES BY THE GRANT COUNTY PLANNING AND ZONING COMMISSION.

ZONING ADMINISTRATOR DATE



VICINITY MAP



SURVEY FOR CONVEYANCE

JESSE ROLAND TO CHERYL ROLAND

LOCATED ON THE NORTH SIDE OF KENTUCKY RT. NO. 1993 AND 0.52 MILES WEST OF BENNETT ROAD. GRANT COUNTY, KENTUCKY

SCALE: 1\"/>

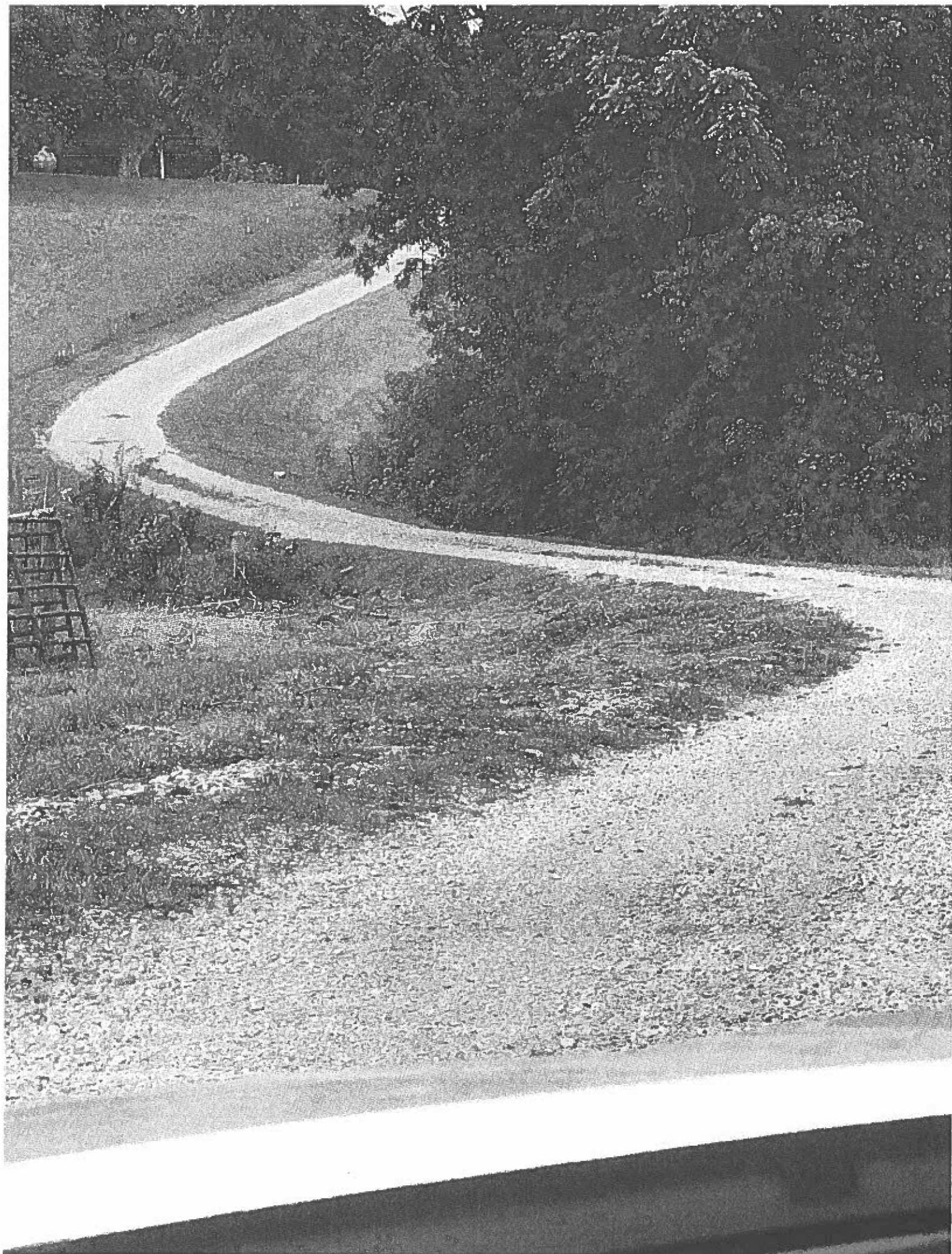
CANNON SURVEYING
 LAND SURVEYORS

32 BROADWAY, P.O. BOX 214, DRY RIDGE KY. 41035
 606-824-7489 FAX 606-824-0718

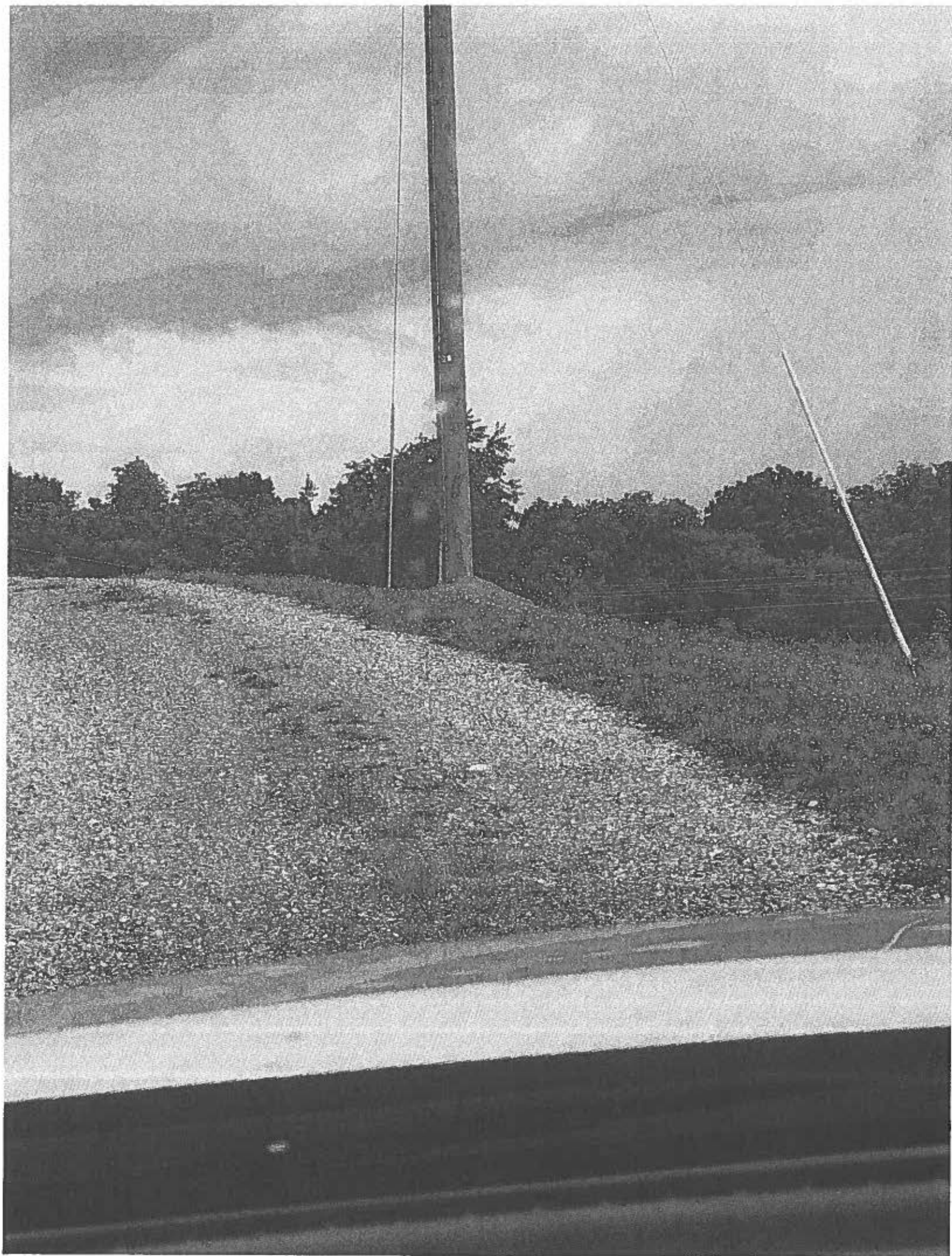


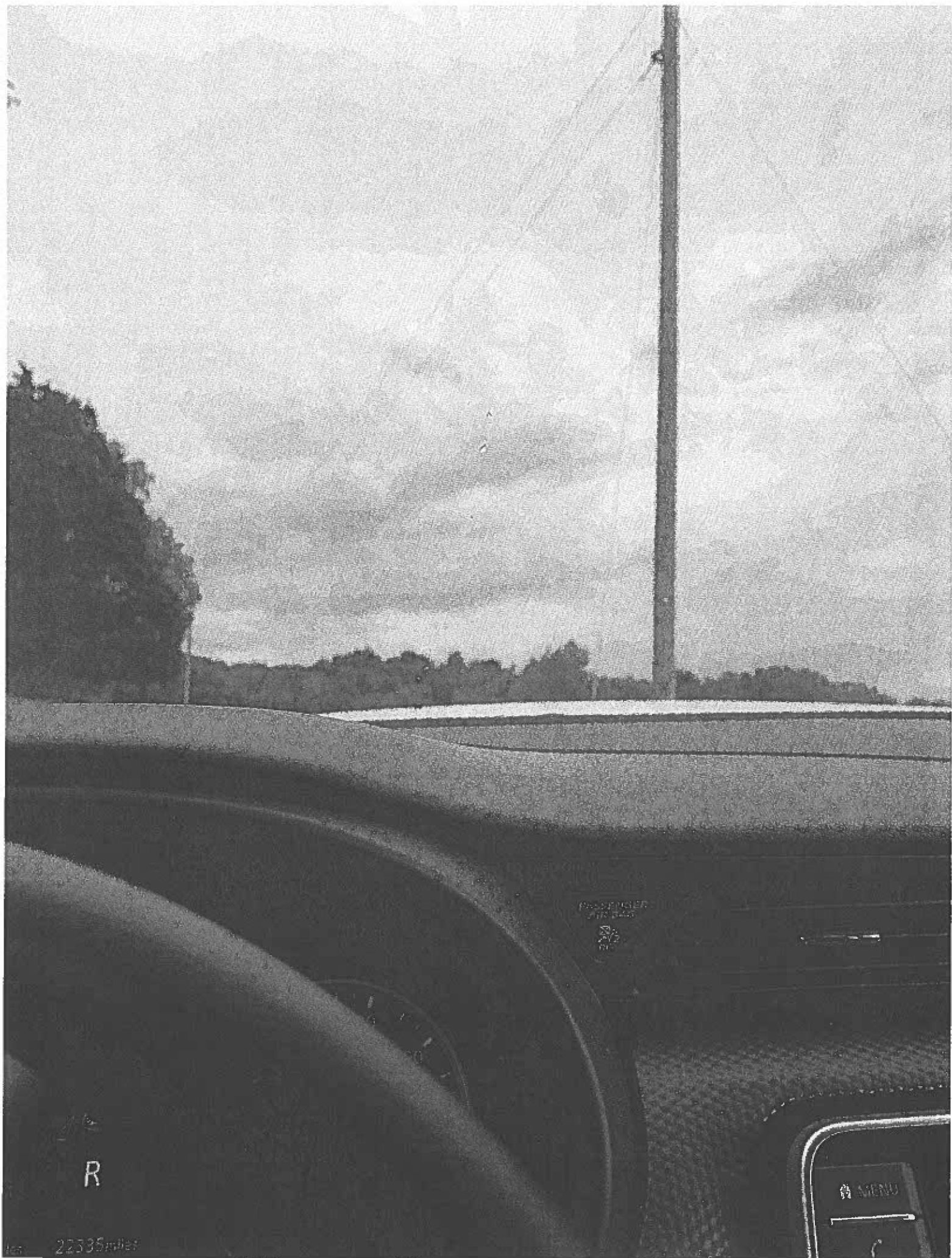
Exhibit D











R

22335miles

