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July 20, 2026

RECEIVED

JUL 20 2026

**PUBLIC SERVICE
COMMISSION**

Via Electronic Filing
Linda C. Bridwell
Executive Director
Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40601-8294

RE: Case No. 2026-00190

Complainant: Cheryl Rowland

Respondent: Owen Electric Cooperative, Inc.

Dear Executive Director Bridwell:

Enclosed for electronic filing is the Answer to Formal Complaint on behalf of Owen Electric Cooperative, Inc., in the above matter. Pursuant to the Commission's July 22, 2021, Order in Case No. 2020-00085, no election of use of electronic filing procedures is being filed, as the procedures are now mandatory.

Thank you, and if you have any questions with respect to this matter, please call me.

Respectfully yours,

CRAWFORD & BAXTER, P.S.C.

/s/ Jake A. Thompson
James M. Crawford
Jake A. Thompson

JMC/mns

Enclosure

CERTIFICATION

This is to certify that a true and accurate copy of the foregoing has been emailed to the Kentucky Public Service Commission at PSCED@ky.gov. In addition, a true and accurate copy of the foregoing was placed in the U.S. mail, postage prepaid on July 20, 2026, addressed to the following:

Ms. Cheryl Roland
5785 Lawrenceville Road
Williamstown, Kentucky 41097

/s/ Jake A. Thompson
Co-Counsel for Owen Electric Cooperative, Inc.

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
CASE No. 2026-00190

CHERYL ROLAND

COMPLAINANT

VS.

ANSWER TO FORMAL COMPLAINT

OWEN ELECTRIC COOPERATIVE, INC.

RESPONDENT

** ** *

Comes now the Respondent Owen Electric Cooperative, Inc., ("Owen Electric"), by counsel, and for its Answer to Complainant Cheryl Roland's ("Roland") Formal Complaint herein, states as follows:

1. Owen Electric denies receipt of the Complaint, until receiving a copy of the PSC's acknowledgment of receipt dated July 10, 2026. Upon reviewing the Complaint, Owen Electric is familiar with the circumstances surrounding the Formal Complaint.

2. Owen Electric denies that it has violated its tariff rules or that it has violated 807 KAR 5:006, or any internal 'line extension policies'. Additionally, undersigned counsel cannot find "807 KAR 5:006 Section 26 (1a) and (2b)" which are cited in the Formal Complaint, but denies violating any provisions of Kentucky administrative regulations.

3. Owen Electric denies that it has misused a "restricted transit easement", that it did not have the right to install the poles where located, that it encroached onto private property where it did not have a right to be, that it has trespassed on any property, that it has obstructed any ingress or egress corridor, that it has destroyed a mediated settlement, or that, to its knowledge, the landowners and applicants for electric service, Darwin and Shelly Darlington ("Darlingtons"), have

engaged in fraud in their application for electric. The basis for this denial is premised on the following:

A. The Darlings purchased property from Roland's brother, Larry Roland,¹ which is located in Owen Electric's certified territory. Roland's property and the Darlings' property are contiguous.² The Darlings applied for electric service from Owen Electric, and pursuant to Owen Electric's duty to serve the Darlings, Owen Electric undertook to provide them electric service. The nearest existing service line to the Darlings' property was located on Roland's property. Roland had signed an Application for Membership with Owen Electric which granted to Owen Electric the following easement:

Without being paid compensation therefore, the undersigned/applicant shall grant, transfer, convey, and give to the Cooperative a perpetual easement and right and privilege of free access over, under, above, across, and through the land and premises of the undersigned applicant to erect construct, install, locate, and build, and thereafter use, operate, inspect, repair, maintain, service, replace, and move its electric distribution system and/or transmission system, new or existing lines of type, wires, poles, anchors, or other appurtenant parts thereof. The undersigned/applicant specifically grants to the Cooperative the right to connect to and hook up to an existing service and/or service line and/or service facility of any type that might be located on the Applicant's land for the purpose of providing and/or extending electrical service and/or transmission service of any type to another member of the Cooperative. [...]"³

¹Deed attached hereto as Exhibit A, and incorporated herein by reference.

²Grant County PVA maps of each parcel are collectively attached hereto as Exhibit B, and incorporated herein by reference.

³Application for Membership attached hereto as Exhibit C, and incorporated herein by reference.

Despite having granted Owen Electric this easement, Roland objected strenuously to having a service line on her property that would serve the Darlington's. Despite having the legal right to proceed pursuant to the Account Agreement, Owen Electric took a longer route and built a new line, exclusively on the Darlington's property, as shown in the map attached hereto as Exhibit D, and incorporated herein by reference. To be clear, the line in question is not located on Roland's property. Even if it were, she has granted a perpetual easement for any and all such service lines.

B. As shown in Exhibit D, rather than extend the line serving Roland's house, and have any part of the new service line on her property, Owen Electric installed three (3) new poles, all on Darlington's property, to build a new service line for the Darlington's. One of the poles is adjacent to the shared driveway at issue herein, as shown in Exhibit D, and in the pictures collectively attached hereto as Exhibit E, and incorporated herein by reference. As shown in the attachments, neither the poles nor the lines block the driveway.

C. In 2024, Roland sued the Darlington's over the easement and shared driveway.⁴ Owen Electric was not a party to that litigation, and has not taken any action to subvert any settlement. Rather, in an attempt to avoid exacerbating the pre-existing friction between neighbors, at Roland's request, Owen Electric took a longer route to install the Darlington's service line to specifically avoid Roland's property. Owen Electric was not a party to any mediated settlement nor to Roland's lawsuit. Owen Electric has not attempted to side with one litigant over another nor to subvert any settlement. When first contacted by Roland regarding this issue, Owen Electric's counsel communicated with Roland's counsel, and believed the matter resolved.

⁴The Complaint, Order dismissing as settled after mediation, and CourtNet printout are collectively attached hereto as Exhibit F, and incorporated herein by reference.

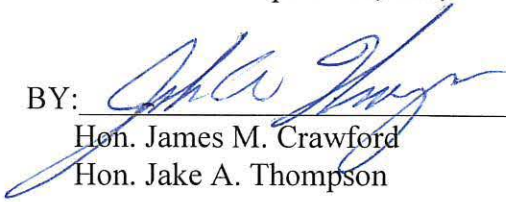
D. Both the Darlington and Roland have granted Owen the right to install a service line across their respective properties, as set out in the Application for Membership Agreement, so there cannot have been any trespass. Further, the easement attached to Roland's Formal Complaint does not prohibit utility lines from locating in the ingress/egress easement. Just as with a public highway, or any other road, utilities are commonly located in a road right of way. Indeed, electric line were previously located in and crossed this very same easement, as showing in Exhibit D.

E. Owen Electric denies any violation of any safety standard or NESC safety mandate. Owen Electric always follows the utmost safety regulations in its work and its equipment.

4. Owen Electric maintains that it has acted properly in this matter of running a service line to serve the Darlington and has followed all applicable regulations and tariffs in doing so. Therefore, the Respondent, Owen Electric Cooperative, respectfully requests that the Complaint of Complainant Cheryl Roland be dismissed.

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Phone: (502) 732-6688
Facsimile: (502) 732-6920
E-mail Address: JThompson@cbkylaw.com

Attorneys for Defendant
Owen Electric Cooperative, Inc.,

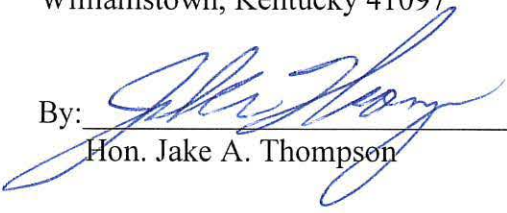
BY: 
Hon. James M. Crawford
Hon. Jake A. Thompson

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Answer was mailed postage prepaid on this the 20th day of July, 2026, to:

Ms. Cheryl Roland
5785 Lawrenceville Road
Williamstown, Kentucky 41097

By: _____


Hon. Jake A. Thompson

Deed-Warranty

THIS DEED, made this **February 26, 2020**, by and between **Larry W. Roland and Tina Bright**,
husband and wife, of 7190 Lawrenceville Road, Williamstown, KY 41097 party of the first part, and
Darwin Darlington and Shelly Darlington, husband and wife of
280 Edwards Ave, Walton, Ky 41094, parties of the second part
**aka Flo Bright aka Flo Senteris Bright*

WITNESSETH That, for valuable consideration in the amount of **ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00)**, the receipt of which is hereby acknowledged, the party of the first part hereby conveys unto the parties of the second part, in fee simple, with covenant of General Warranty, the following described property in Grant County, Kentucky, to wit

Property Address. **Lawrenceville Road, Williamstown, KY 41097**

Tax/Parcel ID. **028-00-00-014.00**

See Exhibit "A" attached hereto and made a part hereof.

The party of the first part further covenants lawful seizing of the estate hereby conveyed, with full power to convey the same, and that said estate is free of encumbrances except restrictions and easements of record, the 2020 State, County, School taxes and all taxes thereafter, which second parties hereby assume and agree to pay

The parties hereto state the consideration reflected in this deed is the full consideration paid for the property The parties of the second part join this deed for the sole purpose of certifying the consideration pursuant to KRS 382 135

IN TESTIMONY WHEREOF, WITNESS the signature of the parties of the first part and second part

PARTIES OF THE FIRST PART

Larry W. Roland
Larry W Roland

PARTIES OF THE SECOND PART

Darwin Darlington
Darwin Darlington
Shelly Darlington
Shelly Darlington

STATE OF KENTUCKY)

COUNTY OF Grant)

I hereby certify that the foregoing deed and consideration statement was acknowledged and sworn to before me this **February 26, 2020**, by **Larry W. Roland**, party of the first part, and **Darwin Darlington and Shelly Darlington**, husband and wife, parties of the second part

[Signature]
Notary Public

Blumberg No. 5208
EXHIBIT
"A"

Tina Bright aka Flo Bright
Tina Bright AKA Flo Bright aka Flo Senters Bright

STATE OF KENTUCKY)

COUNTY OF Grant)

I hereby certify that the foregoing deed and consideration statement was acknowledged and sworn to before me this February 28, 2020, by Tina Bright AKA Flo Bright, wife of seller, party of the first part t
aka Flo Senters Bright

Jill Holmes
Notary Public 107570639

State at Large, Kentucky

My Commission Expires 01-12-2021

JILL HOLMES
Notary Public
State at Large
Kentucky
My Commission Expires Jan 12 2021

The in-care-of address to which the property tax bill may be sent to

Darwin Darlington and Shelly Darlington
280 Edwards Avenue, Watton, Ky 41094

NO TITLE EXAM REQUESTED OF PREPARER
This instrument is prepared by

Michael J Keeney

Michael J Keeney, Esq
7000 Houston Road, Suite 17
Florence, KY 41042
Tel (859) 525-1965
Fax (888) 789-1475

EXHIBIT "A"

File # CM187004309KY

Parcel/Tax ID # 028-00-00-014 00

TRACT ONE

A certain tract or parcel of land situated, lying and being in Grant County, Kentucky, and bounded and described as follows

Beginning at a point in the middle of the Williamstown and Owen line turnpike near the bridge across Eagle Creek and on the east side of said creek, thence with the middle of said pike N 76 E 196 feet, S 63 1/4 E 625 feet, S 61 1/4 feet E 110 feet, S 82 E 143 feet, S 18 1/4 E 356, S 48 1/2 E 140 feet, S 62 1/2 E 230 feet, N 87- 3/4 E 143 feet, N 69 E 196 feet, N 51 1/2 E 489 feet, N 88 E 56 feet, S 62 E 300 feet, N 88 1/4 E 258 feet, N 63 3/4 E 426 feet to a point in the middle of said pike at junction with the Bennett Pike, thence with the middle of the Bennett Pike, N 11 1/2 W 108 feet, N 4 W 540 feet, N 31-3/4 W 449 feet, N 18 1/4 E 157 feet, N 63-3/4 E 358 feet to a point in middle of Bennett pike, corner to Ed Evans, thence with a line of Evans N 77 1/2 W 1270 feet to a stone, corner to Morris; thence with two lines of Morris S 89 1/2 W 1912 feet, N 2-3/4 E 1443 feet to a stone, a corner to Morris and Robinson, thence with a line of Robinson N 88 1/4 W 1069 feet to the edge of the water of Eagle Creek; thence up the creek at water's edge S 67-3/4 W 700 feet, S 61 W 182 feet to a corner at water's edge with Jackson, thence with Jackson for eight lines S 19 1/2 E 57 feet, S 57 1/4 W 270 feet, S 21 1/2 W 181 feet, S 1-3/4 E 227 feet, S 12 1/2 E 299 feet, S 22 E 145 feet, S 35-3/4 E 174 feet, S 41 W 112 feet to the middle of said creek, corner to Poe, thence up the creek in middle thereof S 69 1/2 E 117 feet, S 81 1/2 E 132 feet, N 82 1/4 E 269 feet, N 81 1/2 E 324 feet, S 82 E 140 feet, S 52-3/4 E 140 feet to a point in middle of said creek, a corner to Poe, thence with his lines N 34 1/2 E 120 feet to a hickory, thence S 48-3/4 E 394 feet, S 35 1/4 E 347 feet, S 33 E 358 feet, S 17 E 334 feet to the beginning, containing 184 3/4 acres, more or less

LESS AND EXCEPTING SO MUCH OF SAID PROPERTY SOLD-OFF OR CONVEYED by the Last Will and Testament of Jesse H Roland, Sr , of record in Will Book W3, Page 781, to Beverly Sue Roland, in the records for Grant County, KY.

Parcel One, 92 226 acres, more or less, of real estate, and all improvements thereon, located on located on Lawrenceville Road, and being a part of Deed Book 103, Page 154, of the Grant County Clerk's records, and being more particularly described as

Lying and being in Grant County, Kentucky, on the North side of Kentucky Route No 1993 (a/k/a Lawrenceville Road) and west of Bennett Road and more particularly described as follows, to-wit

Beginning at a P K Nail set in the center of Bennett Road at it's intersection with the north right of way line of Kentucky Route No 1993, 20 00 feet from its center at right angles, thence with said north right of way line along the arc of a curve to the left 125 19 feet having chord of S 75° 39' 43" W - - 120 75 feet to a point, thence along the arc of a curve to the right 534 08 feet having a chord of S 72° 50' 09" W - - 518 93 feet to a point, thence along the arc of a curve to the right 217 93 feet having a chord of N 66° 59' 37" W - - 214 96 feet to a point, thence along the arc of a curve to the left 222 75 feet having a chord of N 88° 06' 07" W - - 207 16 feet to a point; thence S 54° 21' 36" W - - 403 10 feet to a point; thence along the arc of a curve to the right 420 54 feet having a chord of S 79° 27' 32" W - - 407 21 feet to a point, thence along the arc of a curve to the right 494 91 feet having a chord of N 38° 07' 54" W - - 460 66 feet to a point, thence along the arc of a curve to left 176 14 feet having a chord of S 42° 52' 19" E - - 160 75 feet to a point, thence along the arc of a curve to the right 190 40 feet have a chord of N 73° 33' 32" W - - 189 16 feet a point, thence N 61° 58' 25 W - - 194 13 feet to a concrete right of way monument 20 00 feet from the center of said Kentucky Route No. 1993, thence N 29° 21' 13" E - - 20 03 feet to a concrete right of way monument, thence N 59° 30' 28" W - - 150 94 feet to an iron pin set, thence with new made lines partitioning Grantor's property N 20° 05' 46" E - - 174 39 feet to an iron pin set; thence N 26° 45' 27" W - - 283 38 feet to an iron pin set, thence N 05° 40' 23" W - - 201 65 feet to an iron pin set, thence N 67° 47' 18" E - - 316 71 feet to a corner post, thence N 15° 20' 29" E - - 148 41 feet to a corner post; thence S 88° 07' 45" E - - 74 24 feet to a corner post, thence N 12° 45' 48" E - - 378 66 feet to a 8" elm in the south line of Marcella Ackman (D B 122, Pg 179); thence with the south line of Ackman N 87° 22' 24" E - - 1010 03 feet to a post at the southwest corner of Thomas Reeves (D B 104, Pg 422, thence S 77° 30' 00" E - - 1,270 00 feet to a P K Nail set in the center of Bennett Road, thence with the center of Bennett Road S 64° 27' 34" W - - 276 44 feet, thence S 47° 15' 35" W - - 109 41 feet, thence S 12° 32' 01" W - - 111 42 feet, thence S 21° 08' 32" E - - 102 91 feet; thence S 37° 17' 31" E - - 182 48 feet, thence S 01° 09' 30" E - - 188 06 feet, thence S 04° 07' 45" E - - 193 94 feet, thence S 12° 27' 54" E - - 208 83 feet to the place of beginning, containing 92 226 Acres, more or less, exclusive of all right of ways and easements of record

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

LESS AND EXCEPTING SO MUCH OF SAID PROPERTY SOLD-OFF OR CONVEYED by the Last Will and Testament of Jesse H Roland, Sr , of record in Will Book W3, Page 781, to Cheryl D Roland, in the records for Grant County, KY

Parcel Two 7 939 acres, more or less, of real estate, and all improvements thereon, located on located on Lawrenceville Road, and being a part of Deed Book 103, Page

154, of the Grant County Clerk's records, and being more particularly described as follows.

Lying and being in Grant County, Kentucky, on the North side of Kentucky Route No 1993 (a/k/a Lawrenceville Road) and 0.52 miles west of Bennett Road and more particularly described as follows, to-wit.

Beginning at a concrete right of way monument in the north right of way line of Kentucky Route No 1993 at it's intersection with the east bank of Eagle Creek, thence with the east bank of Eagle Creek N 35° 38' 06" W - - 531.91 feet to an iron pin set, thence with new made lines partitioning Grantor's property N 54° 00' 08" E - - 371.26 feet to an iron pin set, thence N 52° 08' 30" E - - 182.18 feet to an iron pin set, thence S 41° 30' 48" E - - 164.75 feet to an iron pin set, thence S 02° 06' 00" W - - 74.82 feet to an iron pin set; thence S 31° 21' 21" E - - 124.87 feet to an iron pin set, thence S 05° 40' 23" E - - 199.97 feet to an iron pin set, thence S 26° 27' E - - 273.49 feet to an iron pin set, thence S 20° 05' 46" W - - 149.72 feet to an iron pin set in the north right of way line of Kentucky Route No 1993, thence with said right of way line N 59° 30' 28" W - - 188.67 feet to a concrete right of way monument; thence along an arc of a curve to the left 239.68 feet having a chord of S 82° 34' 30" E - - 236.66 feet to the place of beginning, containing 7.939 Acres, more or less exclusive of all right of way and easements of record

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

Being the remaining portion of the same property conveyed from I N Roland and Pauline Roland, his wife, to J H Roland and Audrey Roland, his wife, by Warranty Deed dated January 9, 1962, of record in Deed Book 103, Page 154, in the records for Grant County, KY Per Probate Number 08-P-00008, the said Audrey Roland died testate October 12, 2003, thereby vesting the subject property through the survivorship, to her husband, Jesse H Roland, Sr Per Probate Number 08-P-00009, the said Jesse H Roland, Sr died testate December 17, 2007 Per the Last Will and Testament of Jesse H Roland, Sr, of record in Will Book W3, Page 781, in the Office of the Clerk of Grant County, Kentucky, the subject property was devised to his son, Larry W Roland

TRACT TWO

Further, this property devised to Larry W Roland, who 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

Lying and being in Grant County, Kentucky, on the North side of Kentucky Route No 1993 (a/k/a Lawrenceville Road) and 0.52 miles west of Bennett Road and more particularly described as follows, to-wit

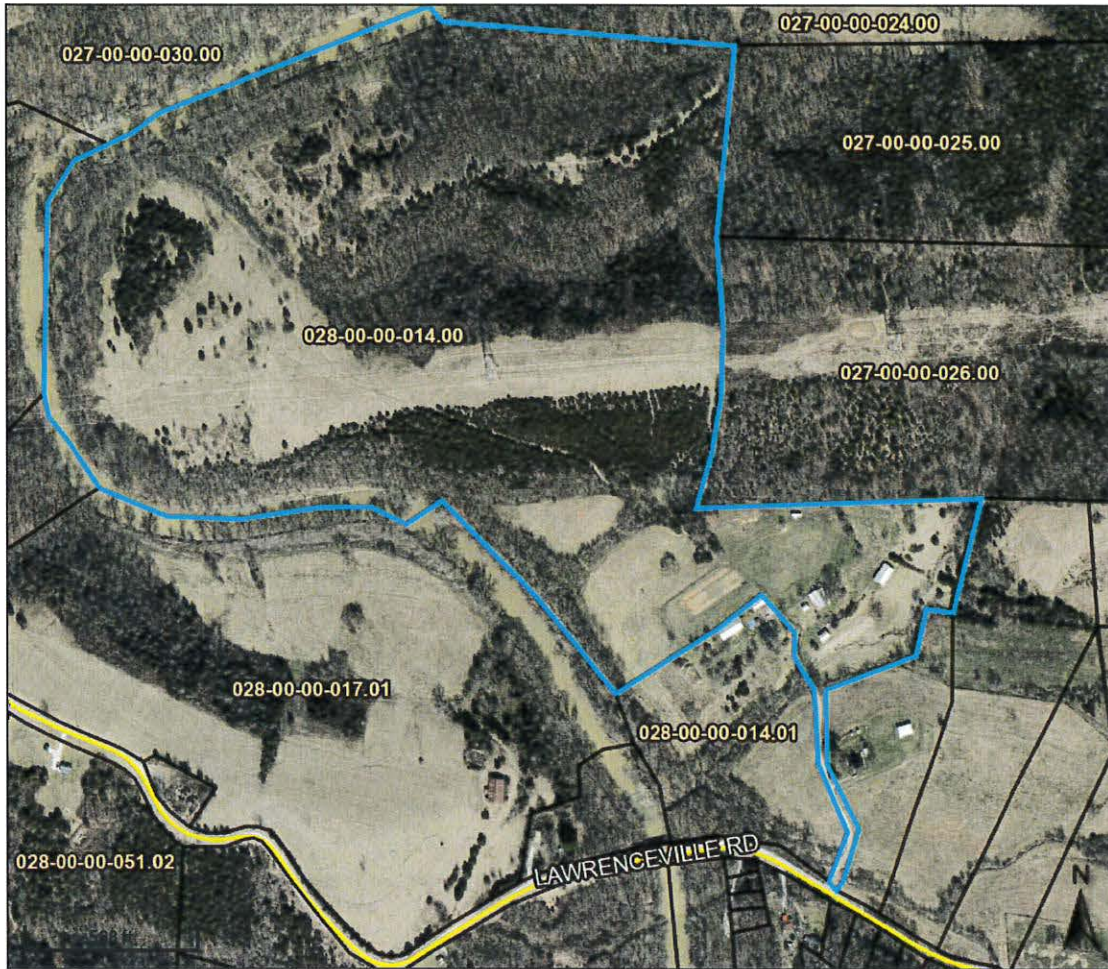
GRANT COUNTY
D410 PG143

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 No 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° 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 at the northwest corner of a 92.226 Acre Tract being conveyed to Beverly Roland, thence with the west line of said Tract and east line of said 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

Being that easement described in the Last Will and Testament of Jesse H. Roland, Sr., of record in Will Book W3, Page 781, in the Office of the Clerk of Grant County, Kentucky, the subject property was devised to his son, Larry W. Roland

Being further conveyed to Darwin Darlington and Shelly Darlington from Larry W. Roland by Warranty Deed dated February 26, 2020, of record in _____, recorder's office for Grant County, Kentucky



Overview



Legend

- Parcels
- Roads
- City Labels

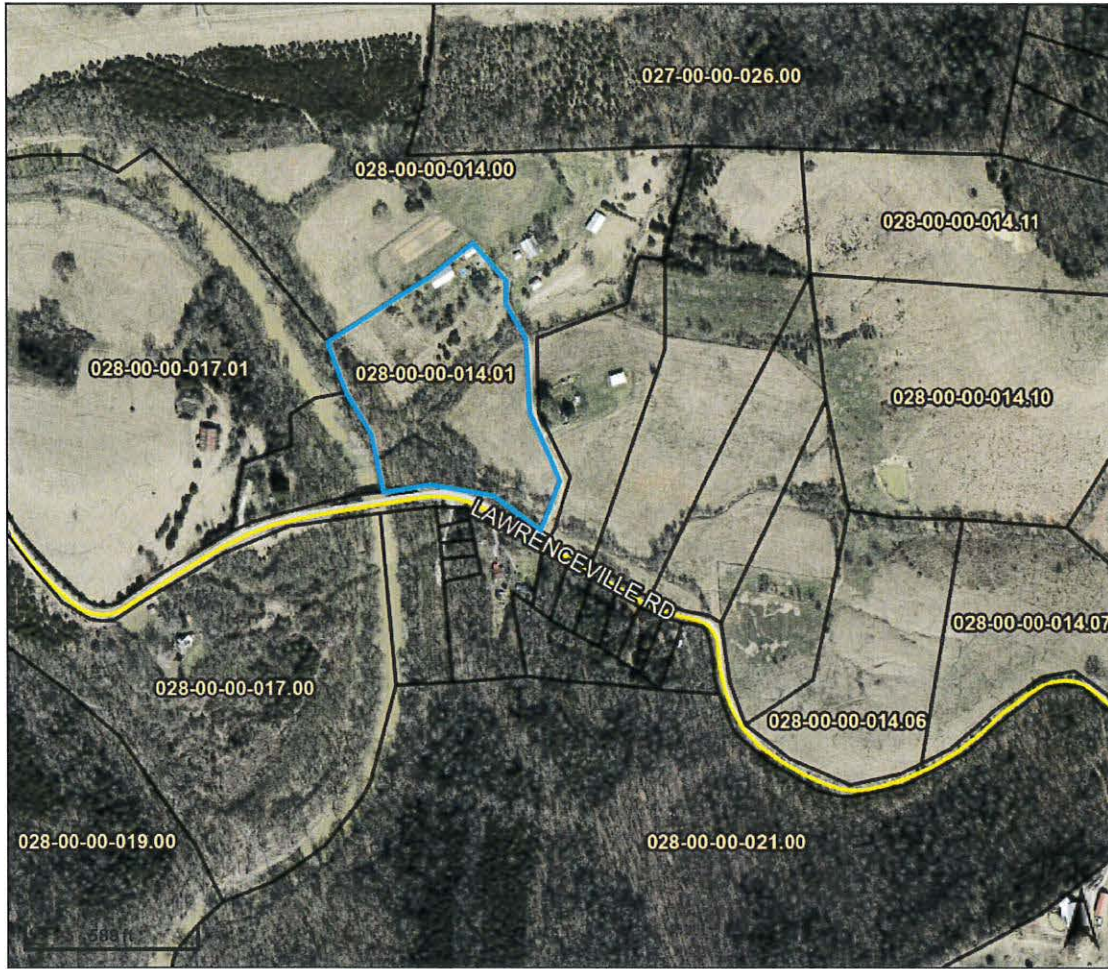
Parcel ID	028-00-00-014.00	Physical Address	LAWRENCEVILLE RD 0	Land Value	\$34,000	Last 2 Sales			
Property Class	Farm	Mailing Address	DARLINGTON DARWIN & SHELLY	Improvement Value (includes AG)	\$38,300	Date	Price	Reason	Qual
Taxing District	01-Common		280 EDWARDS AVENUE WALTON, KY 41094	Total Value	\$72,300	3/27/2025	\$1	Obligation U	
Acres	84.5					3/27/2025	\$1	Transfer	

Date created: 7/17/2026

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GEOSPATIAL





Overview



Legend

-  Parcels
-  Roads
-  City Labels

Parcel ID	028-00-00-014.01	Physical Address	LAWRENCEVILLE RD 5785	Land Value	\$21,000	Last 2 Sales			
Property Class	Residential	Mailing Address	ROLAND CHERYL D	Improvement Value (includes AG)	\$32,000	Date	Price	Reason	Qual
Taxing District	01-Common	Address	5785 LAWRENCEVILLE RD	Total Value	\$53,000	1/22/2008	0	Partial Sale	U
Acres	7.93		WILLIAMSTOWN, KY 41097-			5/1/1966	0	n/a	U

Date created: 7/17/2026

Last Data Uploaded: 7/16/2026 11:11:08 PM

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GEOSPATIAL

OWEN Electric

A Touchstone Energy Cooperative

Application for Membership and for Electric Service

Account Number 124724-01

Date Paid 1-9-08

Member Name CHERYL ROLAND

Co-Applicant Name _____

Member S.S. # 403-74-9011

Co-Applicant S.S. # _____

Member Employer NA - disabled

Co-Applicant Employer _____

Member Work Phone NA - disabled

Co-Applicant Work Phone _____

The undersigned (hereinafter referred to as "Applicant") hereby applies for membership in, and agrees to purchase energy from Owen Electric Cooperative, Inc., (hereinafter referred to as "Cooperative"). Applicant agrees to the following terms and conditions:

1. The Applicant will pay the Cooperative the sum of twenty five dollars (\$25.00) which, if this application is accepted by the Cooperative, will constitute the Applicant's membership fee. Upon termination of membership in any manner, the membership fee shall be refunded to the member, provided, however, the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owed by the member to the cooperative.
2. The Applicant will purchase from the Cooperative electric energy used at address(es) designated, and will make payment of all amounts due on or before due dates. The Applicant understands that failure to do so will be just cause for discontinuance of electric service. In the event the Applicant fails to comply with the terms of this agreement and legal action is taken by the Cooperative to enforce the terms of this contract, the Applicant agrees to pay all attorney's fees and court costs incurred as result of the Applicant's breach. The Applicant also agrees to pay all fees charged by collection agencies in the collection of any unpaid amounts incurred by said Applicant. Applicant understands that the Cooperative's monthly rates will be fixed by the Kentucky Public Service Commission and/or the Board of Directors.
3. The Applicant will cause his or her premises to be wired in accordance with wiring specifications as required by the State of Kentucky and/or local codes.
4. The Applicant will comply with and be bound by all of the provisions of this agreement, the Articles of Incorporation and Bylaws of the Cooperative, and such rules, regulations, and policies as may, from time to time, be adopted by the Cooperative. The Board of Directors may expel from membership and/or discontinue electric service to any member who fails or refuses to comply with any of the provisions of this agreement and/or fails or refuses to comply with the Articles of Incorporation and Bylaws of the Cooperative or its rules, regulations, and policies.
5. By dealing with the Cooperative, the Applicant acknowledges that the terms and provisions of the Articles of Incorporation and Bylaws shall constitute and be a contract between the Cooperative and each Applicant and both the Cooperative and Applicant are bound by such contract, as fully as though each Applicant had individually signed a separate instrument containing such terms and provisions.

6. In the event the Applicant fails to comply with any of the terms of the Bylaws or the Articles of Incorporation of the Cooperative, and legal action is taken by the Cooperative to enforce such terms, the Cooperative shall be entitled to collect in such proceedings its reasonable attorney's fees and court costs.

7. Without being paid compensation therefore, the undersigned/applicant shall grant, transfer, convey, and give to the Cooperative a perpetual easement and right and privilege of free access over, under, above, across, and through the land and premises of the undersigned/applicant to erect, construct, install, locate, and build, and thereafter use, operate, inspect, repair, maintain, service, replace, and move its electric distribution system and/or transmission system, new or existing lines of type, wires, poles, anchors, or other appurtenant parts thereof. The undersigned/applicant specifically grants to the Cooperative the right to connect to and hook up to an existing service and/or service line and/or service facility of any type that might be located on the Applicant's land for the purpose of providing and/or extending electrical service and/or transmission service of any type to another member of the Cooperative. The undersigned/applicant grants to the Cooperative the right and privilege to cut down and/or treat with herbicides any and all trees and bushes which are of such height and located in such proximity to the Cooperative's transmission and distribution lines that in falling may interfere with and/or create a hazard to the operation of said lines. All service lines supplying the Applicant with electric energy and all switches, meters, appurtenances, and equipment constructed or installed by the Cooperative on said property shall be the sole property of the Cooperative. The Cooperative shall have the right to remove its electric distribution system and/or transmission system of any type and all appurtenant parts thereof upon discontinuance of service for any reason. Provided, however, upon cancellations of the contract for electric service and/or transmission service set forth herein, the perpetual easement and right and privilege of access granted by the provisions of this paragraph shall remain in full force and effect.

I hereby certify to the Cooperative that I own all of the land and premises referred to herein and over which the Cooperative's electric distribution system and/or transmission system and facilities will be placed. ☒ Yes ☐ No (initial appropriate space) *(see below)**

8. The cost of the subscription to Kentucky Living Magazine is to be paid as part of the cost of the electric service.

9. Acceptance of this application by the Cooperative shall constitute an agreement between the Applicant and the Cooperative for electric service and same shall continue from the date service is made available by the Cooperative to the Applicant until cancelled by either party. Should the application not be accepted, the Applicant shall be notified by the Cooperative.

Dated the 9th day of January, 20 08

Cheryl D. Roland
Applicant Signature

Co-Applicant Signature _____

Mailing Address 5785 LAWRENCEVILLE RD

WILLIAMSTOWN, KY 41097

Home Phone (859) 824-4823

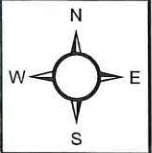
Blumberg No. 5208

EXHIBIT
"C"

* The main farm was cut up into 3 parts by dad's will. My brother, Larry Roland, has electric lines going to house that use electric from the meter at my house. At some future time he may need to change this.

Owen Electric Facilities
Parcel 028-00-00-014.01 and Parcel 028-00-00-014.00

Map Date: 7/20/2026



Pole Location: 21147167901
Job#: 390675 LOC 5
Pole Date: 6/2/2026

Pole Location: 21147167830
Job#: 390675 LOC 4
Pole Date: 6/2/2026

Pole Location: 21147167678
Job#: 390675 LOC 3
Pole Date: 6/2/2026

Pole Location: 21147167572
Job#: 390675 LOC 2
Pole Date: 6/2/2026

Pole Location: 21147168405
Job#: 390675 LOC 1
Pole Date: 6/2/2026

Pole Location: 21147167721
Job#: 369401
Pole Date: 2/19/2020

Pole Location: 21147167409
Job#: 369401
Pole Date: 1982

Pole Location: 21147168339
Job#: 105312 LOC 10 see pg. 3 of 9
Pole Date: 2006

028-00-00-014.00
DARLINGTON DARWIN & SHELLEY

028-00-00-014.01
ROLAND CHERYL D

LAWRENCEVILLE RD

Legend

-  TransformerBank
-  Pole
-  Meter
-  Overhead Primary Conductor
-  Overhead Secondary Conductor
-  Underground Secondary Conductor
-  Parcel Boundary

Blumberg No. 5208

EXHIBIT
"D"

Jun 03, 2026

Blumberg No. 5208

EXHIBIT
"E"

Jun 03, 2026



Jun 03, 2026





KENTUCKY
COURT OF JUSTICE

24-CI-00094

**ROLAND, CHERYL VS. DARLINGTON, DARWIN ET
AL**

GRANT CIRCUIT COURT

Filed on **03/11/2024** as **PROPERTY RIGHTS** with **HON. LESLIE KNIGHT**

Disposition on **04/24/2026** of **DISMISSED : 77:02(2)** by **HON. LESLIE KNIGHT**

**** NOT AN OFFICIAL COURT RECORD ****

Case Memo

24-CI-00094

WITH PREJUDICE;

Parties

24-CI-00094

ATKINS, MICHAEL W. as OTHER PARTY

Address

5765 LAWRENCEVILLE RD
LOT #1
WILLIAMSTOWN KY 41097

AULBACH, KAREN as DEFENDANT / RESPONDENT

Address

1046 W. KNABLE ROAD
GEORGETOWN IN 47122

Summons

CIVIL SUMMONS issued on **03/11/2024** by way of **LONG ARM STATUTE - SOS - RESTRICTED DELIVERY**
UNSERVED PER SOS- CAME BACK FROM USPS MARKED: NOT DELIVERABLE AS ADDRESSED/UNABLE TO FORWARD

AULBACH, STEVEN as DEFENDANT / RESPONDENT

Address

1046 W. KNABLE ROAD
GEORGETOWN IN 47122

Summons

CIVIL SUMMONS issued on **03/11/2024** served / recalled on **03/25/2024** by way of **LONG ARM STATUTE - SOS - RESTRICTED DELIVERY**
GREEN CARD AND LETTER RETURNED FROM SOS SIGNATURE STEVEN AULBRACH

DARLINGTON, DARWIN as DEFENDANT / RESPONDENT

Address

280 EDWARDS AVE
WALTON KY 41094

Summons

CIVIL SUMMONS issued on **03/11/2024** served / recalled on **03/19/2024** by way of **CERTIFIED MAIL**
9236090194038352292304;Successful

DARLINGTON, SHELLY as DEFENDANT / RESPONDENT

Address

280 EDWARDS AVE
WALTON KY 41094

Summons

CIVIL SUMMONS issued on **03/11/2024** served / recalled on **03/19/2024** by way of **CERTIFIED MAIL**
9236090194038352292311;Successful

ROLAND, CHERYL as PLAINTIFF / PETITIONER

Address

5758 LAWRENCEVILLE ROAD
WILLIAMSTOWN KY 41097

Blumberg No. 5208

EXHIBIT
"F"

HOWE, STEVEN NICHOLAS as ATTORNEY FOR DEFENDANT

Address

STEVEN N. HOWE, PSC
507 NORTH MAIN STREET
WILLIAMSTOWN KY 41097

MCKINNEY, MICHAEL T as ATTORNEY FOR DEFENDANT

Address

MICHAEL T. MCKINNEY, ATTORNEY AT LAW
P.O. BOX 688
BURLINGTON KY 41005

WHALEY, PETER WADE as ATTORNEY FOR PLAINTIFF

Address

1300 NORTH MAIN STREET
WILLIAMSTOWN KY 41097

Documents

24-CI-00094

COMPLAINT / PETITION filed on 03/11/2024

CERTIFICATE OF MAILING filed on 04/04/2024
RECEIPT FOR SOS

ANSWER AND COUNTERCLAIM filed on 04/04/2024

ANSWER filed on 04/05/2024

ANSWER AND COUNTERCLAIM filed on 04/11/2024

ANSWER filed on 04/12/2024

ANSWER filed on 04/17/2024

CORRESPONDENCE filed on 05/15/2024

KAREN AULBACH LETTER FROM SOS : TO DATE SOS HAS RECEIVED NEITHER THE POSTAL RETURN RECEIPT CARD, NOR THE UNDELIVERED LETTER

NOTICE OF FILING filed on 01/02/2025

MISCELLANEOUS filed on 02/26/2025

DEED FOR PARCEL 028-00-00-0214.00 FILED BY MICHAEL W. ATKINS ;

MISCELLANEOUS filed on 02/26/2025

WILL OF J. H. ROLAND SR. FILED BY MICHAEL W. ATKINS;

EXHIBIT filed on 04/24/2025

RESPONSE filed on 05/06/2025

RESPONSE filed on 05/06/2025

MISCELLANEOUS filed on 05/12/2025

MISCELLANEOUS filed on 05/12/2025

EXHIBIT filed on 06/11/2025

EXHIBIT filed on 06/11/2025

RESPONSE filed on 06/23/2025

RESPONSE filed on 08/18/2025

EXHIBIT filed on 11/12/2025

EXHIBIT filed on 11/12/2025

EXHIBIT filed on 11/12/2025

EXHIBIT filed on 11/12/2025

EXHIBIT filed on 11/13/2025

NOTICE OF FILING filed on 11/13/2025

EXHIBIT filed on 01/21/2026

EXHIBIT filed on 01/21/2026

EXHIBIT filed on 01/21/2026

EXHIBIT filed on 01/21/2026

EXHIBIT filed on 01/21/2026

AGREEMENT - SETTLEMENT filed on 01/21/2026

RESPONSE filed on 02/09/2026

RESPONSE filed on 02/10/2026

EXHIBIT filed on 04/02/2026

EXHIBIT filed on 04/02/2026

EXHIBIT filed on 04/02/2026

EXHIBIT filed on 04/02/2026

TENDERED DOCUMENT filed on 04/02/2026

RESPONSE filed on 04/06/2026

RESPONSE filed on 04/16/2026

ORDER - OTHER entered on 04/24/2026

*judgment*NOE ES : HOWE, STEVEN, MCKINNEY, MICHAEL T, WHALEY, PETE [NOE FCM : ROLAND, CHERYL]No Service: AULBACH, KAREN; AULBACH, STEVEN; DARLINGTON, DARWIN; DARLINGTON, SHELLEY; ATKINS, MICHAEL W.;

Events

24-CI-00094

MOTION HOUR scheduled for 04/22/2026 01:00 PM in room C with HON. LESLIE KNIGHT

Motions

- MOTION FOR SUMMARY JUDGMENT filed on 04/02/2026 by AD

MOTION HOUR scheduled for 02/11/2026 01:00 PM in room C with HON. LESLIE KNIGHT

Motions

- MOTION TO COMPEL filed on 01/21/2026 by AP

MOTION HOUR scheduled for 11/19/2025 01:00 PM in room C with HON. LESLIE KNIGHT

Motions

- MOTION - OTHER filed on 11/11/2025 by AP

MOTION HOUR scheduled for 08/27/2025 01:00 PM in room C with HON. LESLIE KNIGHT

REVIEW;

Motions

- MOTION TO COMPEL filed on 08/05/2025 by AP

MOTION HOUR scheduled for 07/16/2025 01:00 PM in room C with HON. LESLIE KNIGHT

CONT FROM 6-25-25 ORDER WAS "FILED" NOT TENDERED;

MOTION HOUR scheduled for 06/25/2025 01:00 PM in room C with HON. LESLIE KNIGHT

ORDER WAS FILED NOT TENDERED ;

Motions

- MOTION TO COMPEL filed on 06/11/2025 by AP

MOTION HOUR scheduled for 05/07/2025 01:00 PM in room C with HON. LESLIE KNIGHT

Motions

- MOTION TO COMPEL filed on 04/24/2025 by AP

STATUS HEARING scheduled for 03/26/2025 01:00 PM in room C with HON. LESLIE KNIGHT

STATUS HEARING scheduled for 03/12/2025 01:00 PM in room C with HON. LESLIE KNIGHT

STATUS HEARING scheduled for **02/26/2025 01:00 PM** in room **C** with **HON. LESLIE KNIGHT**

MOTION HOUR scheduled for **11/20/2024 01:00 PM** in room **C** with **HON. LESLIE KNIGHT**

Motions

- **MOTION TO COMPEL** filed on **10/30/2024** by **AP**

Images

24-CI-00094

COMPLAINT / PETITION filed on **03/11/2024** Page(s): 10

SUMMONS filed on **03/11/2024** Page(s): 1

SUMMONS filed on **03/11/2024** Page(s): 1

SUMMONS filed on **03/11/2024** Page(s): 1

SUMMONS filed on **03/11/2024** Page(s): 1

COURTESY FINANCIAL TRANSACTION REPORT filed on **03/11/2024** Page(s): 1

RECEIPT filed on **03/13/2024** Page(s): 0

SUMMONS - RETURN OF SERVICE filed on **03/20/2024** Page(s): 2

SUMMONS - RETURN OF SERVICE filed on **03/20/2024** Page(s): 2

ANSWER AND COUNTERCLAIM filed on **04/04/2024** Page(s): 6

ANSWER filed on **04/05/2024** Page(s): 3

ANSWER AND COUNTERCLAIM filed on **04/11/2024** Page(s): 13

ANSWER filed on **04/12/2024** Page(s): 3

ANSWER filed on **04/17/2024** Page(s): 4

MOTION TO COMPEL filed on **10/30/2024** Page(s): 2

NOTICE OF FILING filed on **01/02/2025** Page(s): 2

EXHIBIT filed on **04/24/2025** Page(s): 10

MOTION TO COMPEL filed on **04/24/2025** Page(s): 3

RESPONSE filed on **05/06/2025** Page(s): 2

RESPONSE filed on **05/06/2025** Page(s): 2

MISCELLANEOUS filed on **05/12/2025** Page(s): 7

MISCELLANEOUS filed on **05/12/2025** Page(s): 5

EXHIBIT filed on **06/11/2025** Page(s): 3

EXHIBIT filed on **06/11/2025** Page(s): 2

MOTION TO COMPEL filed on **06/11/2025** Page(s): 3

RESPONSE filed on **06/23/2025** Page(s): 3

MOTION TO COMPEL filed on **08/05/2025** Page(s): 2

RESPONSE filed on **08/18/2025** Page(s): 2

MOTION - OTHER filed on **11/11/2025** Page(s): 5

EXHIBIT filed on **11/12/2025** Page(s): 24

EXHIBIT filed on **11/12/2025** Page(s): 18

EXHIBIT filed on **11/12/2025** Page(s): 18

EXHIBIT filed on **11/12/2025** Page(s): 22

EXHIBIT filed on **11/13/2025** Page(s): 14

NOTICE OF FILING filed on **11/13/2025** Page(s): 2

EXHIBIT filed on **01/21/2026** Page(s): 2

EXHIBIT filed on **01/21/2026** Page(s): 22

EXHIBIT filed on **01/21/2026** Page(s): 18

EXHIBIT filed on **01/21/2026** Page(s): 18

EXHIBIT filed on **01/21/2026** Page(s): 24

MOTION TO COMPEL filed on **01/21/2026** Page(s): 5

AGREEMENT - SETTLEMENT filed on **01/21/2026** Page(s): 10

RESPONSE filed on **02/09/2026** Page(s): 33

RESPONSE filed on **02/10/2026** Page(s): 2

EXHIBIT filed on **04/02/2026** Page(s): 1

EXHIBIT filed on **04/02/2026** Page(s): 5

EXHIBIT filed on **04/02/2026** Page(s): 7

EXHIBIT filed on **04/02/2026** Page(s): 5

MOTION FOR SUMMARY JUDGMENT filed on **04/02/2026** Page(s): 5

TENDERED DOCUMENT filed on **04/02/2026** Page(s): 2

RESPONSE filed on **04/06/2026** Page(s): 6

RESPONSE filed on **04/16/2026** Page(s): 2

ORDER - OTHER filed on **04/24/2026** Page(s): 2

**** End of Case Number : 24-CI-00094 ****

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07/20/2026 11:02:00

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COMMONWEALTH OF KENTUCKY
UNIFIED COURT OF JUSTICE
GRANT CIRCUIT COURT
CIVIL ACTION NO. 24-CI-00094
Electronically Filed

03845

CHERYL ROLAND

PLAINTIFF

-v-

JUDGMENT AND ORDER

DARWIN DARLINGTON ET UX ET AL

DEFENDANTS

*

This matter having come before the Court upon the Motion of Defendants Steven W. Aulbach and Karen M. Aulbach for summary judgment on the *Complaint* of the Plaintiff, Cheryl Roland and it appears from the record that all of the Defendants described in the *Complaint* are subject to the jurisdiction of this court, having been served with summons and having filed responsive pleadings in this action.

FINDINGS OF FACT

1. This case is a complaint and declaratory judgment action regarding a common easement and right-of-way for ingress and egress to and from the respective properties of the parties.
2. The parties mediated the case and reached a resolution on all matters before the Court.
3. There remain no genuine issues of material fact for the Court to determine.

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. That the Plaintiff's Complaint is hereby dismissed with prejudice as settled, each party to bear their own costs.
2. This is a final and appealable Judgment and Order.
3. The Clerk shall enter this Order as there is no just reason for delay in its entry or execution.

Done this the ____ day of April, 2026, at Williamstown, Kentucky.



HON. R. LESLIE KNIGHT
Judge
Grant Circuit Court

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07/20/2026 11:02:00

VI

CLERK'S CERTIFICATE

03845

I do hereby certify that the above Order was entered and a filed copy of the Order mailed to the following persons this ____ day of April, 2026:

Michael McKinney, Esq., P. O. Box 688, Burlington, Kentucky 41005-0688

Pete W. Whaley, Esq., 1300 N. Main Street, Williamstown, Kentucky 41097

Steven N. Howe, Esq. 507 North Main Street, Williamstown, Kentucky 41097

WRAY J. JUMP, CLERK

BY: _____, D.C.

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11:03:11 AM

COMMONWEALTH OF KENTUCKY
UNIFIED COURT OF JUSTICE
GRANT CIRCUIT COURT
CIVIL ACTION NO. 24-CI-_____

07/20/2026

03845

CHERYL ROLAND

*5785 Lawrenceville Road
Williamstown, Kentucky 41097*

PLAINTIFF

vs.

DARWIN DARLINGTON

*Serve Via: Certified Mail:
280 Edwards Ave.
Walton, Kentucky 41094*

DEFENDANTS**And****SHELLY DARLINGTON**

*Serve Via: Certified Mail:
280 Edwards Ave.
Walton, Kentucky 41094*

And**STEVEN W. AULBACH**

Serve Via: Serve Via: Serve Via: Kentucky Secretary of State:

*Office of the Secretary of State
Summons Branch
700 Capital Ave., Ste. 86
Frankfort, KY 40601*

*1046 W. Knable Road
Georgetown, Indiana 47122*

And**KAREN M. AULBACH**

Serve Via: Serve Via: Serve Via: Kentucky Secretary of State:

*Office of the Secretary of State
Summons Branch
700 Capital Ave., Ste. 86
Frankfort, KY 40601*

*1046 W. Knable Road
Georgetown, Indiana 47122*

Presiding Judge: HON. LESLIE KNIGHT (615355)

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07/20/2026

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COMPLAINT AND PETITION FOR DECLARATORY JUDGMENT 03845

Comes now the PLAINTIFF, **CHERYL ROLAND**, by and through Counsel, and for her Complaint and Petition for Declaratory Judgment states herein:

1. Plaintiff owns real property located at 5785 Lawrenceville Road., Williamstown, Grant County, Kentucky.
2. Defendant Darwin Darlington and Defendant Shelly Darlington ("Darlington Defendants" own real property located on Lawrenceville, Road, Williamstown, Grant County, Kentucky.
3. Plaintiff's real property abuts that owned by the Darlington Defendants real property.
4. Defendants Steven W. Aulbach and Karen M. Aulbach ("Aulbach Defendants") recently purchased real property located at 5765 Lawrenceville Road, Williamstown, Grant County, Kentucky.
5. Aulbach Defendants' real property abuts the real property owned by Plaintiff and the Darlington Defendants.
6. All three parcels were once owned by J. H. Roland prior to being subdivided and given to his children, Plaintiff, Larry Roland and Beverly Roland; said Will appearing of record in Will Book 3, Page 781 in the Office of the Grant County Clerk.
7. Said real property being more specifically defined in Deed Book 103, Page 154 in the Office of the Grant County Clerk.

Presiding Judge: HON. LESLIE KNIGHT (615355)

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HOW THE PARTIES CAME INTO POSSESSION OF THEIR LAND 07/20/2026

8. Under the terms of the Last Will and Testament of J. H. Roland, Plaintiff received a 7.9-acre tract.
9. J. H. Roland and his spouse, Audrey V. Roland, resided in the home located on Plaintiff's tract.
10. On the plat which defined the boundaries of Plaintiff's property is a notice that there existed a "40' wide easement for ingress and egress for all of the property in Deed Book 103, Page 154".
11. Under the terms of J.H. Roland's Last Will and Testament, an 84.5-acre tract was conveyed to his son, Larry Roland: land which was either burden by or benefited by an easement as defined below.
12. Based on information and belief, the aforementioned conveyance had the use and benefit of a 40' easement which traversed a 92.2-acre parcel of land that J. H. Roland, by his Last Will and Testament, gave to his daughter, Beverly Roland (now deceased).
13. Larry Roland then conveyed his 84.5-acre parcel to the Darlington Defendants by deed which appears of record in Deed Book 410, Page 138 in the Office of the Grant County Clerk.
14. The Estate of Beverly Roland conveyed her real property by deed to Aulbach Defendants on or about March 4, 2024; said parcel believed being burdened by the above-mentioned easement.

Presiding Judge: HON. LESLIE KNIGHT (615355)

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STATUS OF THE EASEMENT

07/20/2026

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15. In order for the Darlington Defendants to access their property they must use the easement, said easement still believed to be a burden upon the real property now owned by Aulbach Defendants
16. Aulbach Defendants and all other parties have a duty not to interfere with said use by the Darlingtons.
17. The home of Plaintiff is located in the back corner of her property, close to the easement, close to where the easement ends at the Darlington Defendants' real property and just past where Aulbach Defendants property ends.
18. J. H. Roland and his spouse used the subject easement from the time of its creation on January 13, 1998 until his passing in 2007.
19. Plaintiff has continuously used the easement since she began residing on her parcel in late 2023.
20. After taking possession of their property, the Darlington Defendants immediately began to interfere with Plaintiff's use of the easement and threatened to block her access altogether.

DECLARATION OF RIGHTS

21. Plaintiff restates and incorporates each and every allegation contained in paragraphs 1 through 20 above, as if expressly rewritten herein.
22. Under KRS 418.040, a plaintiff may, where an actual controversy exists, request a declaration of rights and a court of general jurisdiction may make a binding declaration.

Presiding Judge: HON. LESLIE KNIGHT (615355)

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23. Under KRS 418.045, "any person interested under a deed, will or other instrument of writing, or in a contract, written or parol....provided always that an actual controversy exists with respect thereto, may apply for and secure a declaration of his right or duties, even though no consequential or other relief be asked...."

COUNT I – EXPRESS EASEMENT

24. Plaintiff realleges and incorporates all averments as contained in Paragraphs 1 – 23 above as if fully restated herein.
25. Plaintiff's plat plainly states that the easement is for the benefit of all the real property as described in Deed Book 103, Page 154 and that the easement is to run with the land.
26. There were no exceptions, limitations or other qualifications as to the easement, its location and its intended use.
27. No act taken since the creation of the easement in 1998 has voided, nullified and/or modified the easement or any component thereof.
28. Accordingly, Plaintiff has an express easement.

COUNT II – QUASI EASEMENT: EASEMENT BY IMPLICATION

29. Plaintiff realleges and incorporates all averments as contained in Paragraphs 1 – 28 above as if fully restated herein.
30. Under *Carroll v. Meredith*, an "[e]asement by implication includes two legal theories: (1) quasi-easement and (2) easement or way by necessity. A quasi-easement arises from a prior existing use of land; whereas, an easement by necessity is based on public policy and an implied intent of the parties favoring

Presiding Judge: HON. LESLIE KNIGHT (615355)

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the use and development of land as opposed to rendering it useless.” 59 S.W.3d 484, 489 (Ky. App., 2001). 03845

31. *Carroll* continuing, “in order to prove a quasi-easement by implication of law, a party must show: (1) that there was a separation of title from common ownership; (2) that before the separation occurred the use which gave rise to the easement was so long continued, obvious, and manifest that it must have been intended to be permanent; and, (3) that the use of the claimed easement was highly convenient and beneficial to the land conveyed.” *Id.* at 490.
32. At the time of the creation of the easement, all the subject real property, which had not yet been subdivided, was owned by J. H. Roland and his spouse.
33. J. H. Roland and his spouse resided in the home located on what is now Plaintiff’s real property until Audrey Roland passed away in 2003 and until J. H. Roland passed away in 2007.
34. At all times, J. H. Roland and Audrey used the easement for ingress and egress to their home.
35. Thereafter, Plaintiff has continued to use the easement to the present.
36. Although the need for the easement is not readily apparent by review of the plat, the topography of the land speaks otherwise.
37. In other words, J. H. Roland, without the benefit of the easement, would upon future conveyance of the parcel on which the easement lay, would have effectively landlock the portion of the property upon which his own home sat.
38. Further, since the land was under common ownership at the time of the creation of the easement, there was no need to expressly state what would become Plaintiff’s parcel had use of the easement.

Presiding Judge: HON. LESLIE KNIGHT (615355)

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39. On the contrary, clearly what would become the Darlington's property required use of the easement, hence there was a direct reference to same in the Last Will and Testament.

40. The Kentucky Court of Appeals in *Knight*, quoting *Hedges v. Stucker*, 35 S.W.2d 539, stated:

The authorities are agreed, and such is the rule in this state, that where the owner of an entire tract of land, or of two or more adjoining parcels, employees a part thereof so that one derives from the other a benefit or advantage of a continuous and apparent nature, and sells the one in favor of which such continuous and apparent quasi easement exists, such easement, being necessary to the reasonable enjoyment of the property granted, will pass to the grantee by implication...the benefit of the servitude will pass by law as an appurtenance to the dominate estate, and the grantee of the servient estate will take the property with burden imposed upon it. *Knight v. Shell*, 313 Ky. 852, 854 (Ky. 1950).

40. Accordingly, due both to common ownership of the land at the time the easement was created and due to the fact J. H. Roland would effectively landlock his own home upon a future conveyance, an implied easement was created.

COUNT III – QUASI-EASEMENT: EASEMENT BY NECESSITY

41. Plaintiff realleges and incorporates all averments as contained in Paragraphs 1 – 40 above as if fully restated herein.

42. Under *Carroll v. Meredith*, an "[e]asement by implication includes two legal theories: (1) quasi-easement and (2) easement or way by necessity. A quasi-easement arises from a prior existing use of land; whereas, an easement by necessity is based on public policy and an implied intent of the parties favoring the use and development of land as opposed to rendering it useless." 59 S.W.3d 484, 489 (Ky. App., 2001).

Presiding Judge: HON. LESLIE KNIGHT (615355)

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07/20/2026

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43. All that is required for a finding of necessity, under theory of quasi-easement/easement by implication, is that the servitude is "reasonably necessary to the use to which the owner has subjected, or lawfully may subject, the property." *Knight* at 855.
44. At the time of the creation of the easement, all the subject real property, which had not yet been subdivided, was owned by J. H. Roland and his spouse.
45. J. H. Roland and his spouse resided in the home located on what is now Plaintiff's real property until Audrey Roland passed away in 2003 and until J. H. Roland passed in 2007.
46. At all times, J. H. Roland and Audrey used the easement for ingress and egress to their home.
47. Thereafter, Plaintiff has continued to use the easement to the present.
48. In other words, J. H. Roland, without the benefit of the easement would, upon future conveyance of the parcel on which the easement lay, have effectively landlock the portion of the property upon which his own home sat.
49. Further, since the land was under common ownership at the time of the creation of the easement, there was no need to expressly state that what would become Plaintiff's parcel had use of the easement.
50. On the contrary, clearly what would become the Darlington's property required use the easement, hence there was a direct reference to same in the Last Will and Testament.
51. It is not denied that a portion of Plaintiff's real property does lie along Lawrenceville Road.

Presiding Judge: HON. LESLIE KNIGHT (615355)

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52. Regardless, in light of the topography of the land constructing a new drive, 07/20/2026 approximately feet long, is cost prohibited. 03845
53. Accordingly, as absolute necessity is not required under the case law, Plaintiff has the benefit of the use of the easement by necessity.

COUNT IV – PERSCRIPTIVE EASEMENT

54. Plaintiff realleges and incorporates all averments as contained in Paragraphs 1 – 53 above as if fully restated herein.
55. Plaintiff has used the road to access her property for a period exceeding fifteen (15) years.
56. Plaintiff's use of the road has been actual, hostile, open and notorious and continuous.

Presiding Judge: HON. LESLIE KNIGHT (615355)

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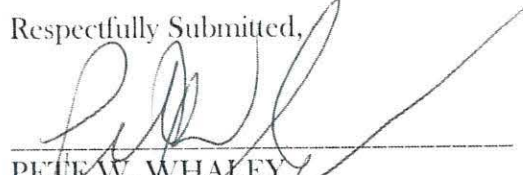
57. Accordingly, Plaintiff has acquired an easement over the subject properties by prescription..

03845

WHEREFORE, PLAINTIFF pray for the following relief:

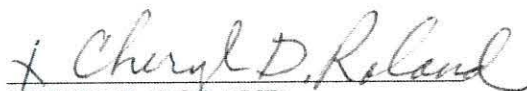
- A. For a declaration of rights which will determine the status, nature, location, rights, obligations and responsibilities regarding the easement at issue in this action.
- B. For any other relief to which Plaintiff may be entitled.

Respectfully Submitted,


 PETE W. WHALEY
 KBA # 92162
 1300 N. Main Street
 Williamstown, KY 41097
 (859) 824-5075
 kypetelaw@gmail.com

VERIFICATION:

Comes **CHERYL ROLAND** and verifies that the statements in the foregoing are true and correct to the best of her knowledge and belief.

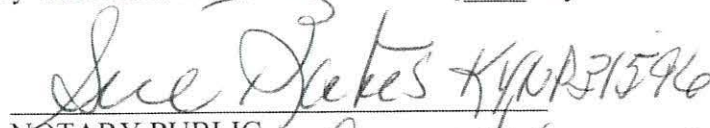

CHERYL ROLAND

COMMONWEALTH OF KENTUCKY)

) Notary's Certificate of Acknowledgment

COUNTY OF GRANT)

Subscribed and sworn to before me by **CHERYL ROLAND** on this the 7th day of March, 2024.


 NOTARY PUBLIC

My Commission Expires: AUGUST 4, 2025

Presiding Judge: HON. LESLIE KNIGHT (615355)

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