

REC'D PERRY CO. CLERK  
FEB 5 '24 PM 2:44

### DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** made and entered into between **MRI Properties, Inc.**, a Kentucky Corporation, whose principal office mailing address is 196 Knoll Lane, Nancy, Kentucky 42544, hereinafter referred to as the "**Grantor**;" and the **COMMONWEALTH OF KENTUCKY**, by and through the **FINANCE AND ADMINISTRATION CABINET**, 200 Mero Street, 5<sup>th</sup> Floor, Frankfort, Kentucky 40601, hereinafter referred to as "**Grantee**."

### WITNESSETH

That for and in consideration of the benefit to be derived by the citizens of the Commonwealth of Kentucky affected by the July 2022 catastrophic flooding in Eastern Kentucky by and through creation of a future subdivision located outside of the regulatory flood plain on the property being conveyed herein, and other good and valuable consideration, but no monetary consideration, the receipt and sufficiency of such consideration being hereby acknowledged by the Grantor, the Grantor does hereby grant, transfer and convey to the Grantee, its successors and assigns forever, in fee simple, with covenant of General Warranty, a tract of land located near the Community of Coal Harbor, Kentucky, lying on the south side of the Hal Rogers Parkway, which is referred to as Tract A1 totaling approximately 42.535 acres in Perry County, Kentucky (hereinafter "the Property"), said tract being more fully described as follows:

The Property conveyed herein is more particularly described in the written legal description attached hereto and designated Exhibit "A".

For a more particular description of the Property, please see the plat of record in Slide No. 2, Plat Cabinet No. 376.

Grantor is also conveying to the Grantee a non-exclusive, perpetual ingress and egress easement to the Property and to the boundary line of MTN. VIEW INC. more particularly described in the written legal description attached hereto and designated as Exhibit "B."

Being the same property conveyed to MRI Properties, Inc. by deed from the Estate of Roy Campbell, June C. Ison, and Paul Michael Ison, individually, and as co-executors, dated May 11, 2021, of record in Deed Book 415, Page 157 of the Perry County Clerk's office.

(All references are to the records of the Perry County Clerk).

#### **COVENANTS, EASEMENTS, CONDITIONS, AND RESTRICTIONS**

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting Skyview Subdivision, Grantee hereby covenants that all subsequent deeds by it (or its successor or allied entity) conveying a lot or tract from the property conveyed by this deed will include the following Covenants, Easements, Conditions, and Restrictions verbatim, along with a covenant by the third-party Grantee that such lot or tract will be held, sold, and conveyed subject to the same, and will constitute covenants running with the land, binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, successors, administrators, executors, and assigns, and shall inure to the benefit of each owner thereof in the subdivision.

1. The property and any residence constructed on the property shall comply with all rules, regulations, ordinances, and laws of any local, state or federal government or agency as may exist or may be adopted in the future.
2. Each lot or tract shall be used exclusively for single-family, private dwelling house purposes, and no house shall be erected, placed or suffered to remain upon said premises being more than two and one-half (2 ½) stories in height, nor shall more than one dwelling house be erected, placed, or suffered to remain upon any building lot.

3. The Skyview Community will not be a mobile home park. The Commonwealth's non-profit home builders will follow Team Kentucky's design guidelines to establish the most desirable neighborhood possible.
4. No lot shall be divided or redivided for the purpose of sale, lease, or any other purpose.
5. Except as hereinafter provided, all homes shall be erected twenty (20) feet from the back edge (edge furthest from the street) of the sidewalk and shall not be erected nearer than ten (10) feet to the line of any adjacent lot located to the rear nor nearer than ten (10) feet to the side lines of any lot.
6. No dwelling may be erected, placed or suffered to remain upon the premises at a cost of less than Eighty-Thousand dollars (\$80,000.00), excluding the cost of the lot, based on the United States Department of Commerce Index of Building Costs for the year 2023.
7. No dwelling having a floor area of less than One Thousand (1,000) square feet, excluding any basement, shall be located on any lot.
8. No barn, shed, shop or other outbuilding, and no tent, garage, trailer or temporary building of any kind, shall be used as a residence during the construction of a permanent residence.
9. No place of public entertainment, apartment house, flat, boarding house, or building designated for the residence of more than one family, and no hotel, tavern, dance hall, or other resort shall be established, conducted, maintained, or suffered to remain upon a lot.
10. Hunting on the property shall be prohibited.
11. No nuisance, advertising sign, billboard, or other advertising device shall be permitted, erected, placed, or suffered to remain upon any lot, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land. This provision shall not be construed to prevent an advertising sign or device relating to the sale of a lot.
12. No fence, hedge wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot. No front yard may be fenced at all. However, back yards and side yards may be fenced with wooden, decorative metal fencing that is not chain link, or hedge walls, subject to the restriction in the first sentence of this paragraph, may be fenced.
13. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, and other household pets may be kept on lots, subject to item #1 above so long as such pets are not kept, bred, or maintained for commercial purposes.

14. No rubbish, trash, or garbage or other waste material shall be kept or permitted on any lot or street or highway of the property except in sanitary trash or recycling containers for waste management pickup located in appropriate areas and concealed from public view on non-pickup days. No outside burning of trash shall be permitted on any portion of the premises.
15. All driveways on any lots in the subdivision Estates shall be paved with asphalt or concrete and must be so paved before residency.
16. To avoid water causing damage to home foundations no above-ground swimming pool larger than 18 feet in diameter and 4 feet tall, or a pool that holds the equivalent amount of water (approximately 7,500 gallons) shall be constructed, placed, or maintained on any lot in the subdivision unless the same shall be completely screened from the view of any street, right of way or other lot in the subdivision.
17. No satellite dish or outside television antenna shall be erected or placed anywhere in the subdivision other than satellite dishes on the roofs of residences supplied by such licensed providers (for example, DirecTV or DishTV).
18. These covenants are to run with the land and be binding on all parties and all persons claiming under them.
19. The above covenants, reservations, and restrictions shall be incorporated verbatim and by reference in every deed hereafter issued conveying any part of the premises mentioned above.
20. Each of these conditions and restrictions shall apply unless otherwise agreed to in writing by both parties.

TO HAVE AND TO HOLD the above-described property unto the Grantee, its successors and assigns forever, in fee simple, with covenant of General Warranty. Grantor warrants that it is vested with a good and marketable fee simple title to the above-described property, and that its title thereto is free and unencumbered by any mortgage or other enforceable lien.

The Grantor, MRI Properties, Inc., by and through Paul Michael Ison, its President, hereby acknowledge that they have been advised of the right of an appraisal of the property being affected by this project and compensation for same, but hereby waive that right in exchange for the consideration of, the benefit to be derived from a high ground subdivision development. Further Grantor, MRI Properties, Inc., by and through Paul Michael Ison, its

President, Grantor herein, hereby certify that this Deed of Conveyance as set forth herein above for the property hereby conveyed is being donated by Grantor for the purpose of high ground subdivision development. Further, the Grantor, MRI Properties, Inc., by and through Paul Michael Ison, its President, hereby certifies that the real property conveyed herein is estimated to have a fair cash value of \$531,687.00.

**CONSIDERATION CERTIFICATE OF GRANTOR**

Grantor hereby certifies that the consideration set forth in this Deed hereinabove is the full consideration paid for the property hereby conveyed. The fair market value of the property conveyed herein is \$531,687.00.

IN TESTIMONY WHEREOF, Grantor has executed this Deed, including the Consideration Certificate of Grantor, this 6<sup>th</sup> day of February 2024.

GRANTOR:  
MRI Properties, Inc.


By:   
Paul Michael Ison, President

**CERTIFICATE OF ACKNOWLEDGMENT**

COMMONWEALTH OF KENTUCKY

COUNTY OF BOWEN

The foregoing Deed of Conveyance from MRI Properties, Inc. to the Commonwealth of Kentucky, by and through the Finance and Administration Cabinet, including the Consideration Certificate of the Grantor, was subscribed, sworn to, and acknowledged before me by Paul Michael Ison, President, on behalf of MRI Properties, Inc. this 6<sup>th</sup> day of February 2024.

  
Notary Public, Ky. State-at-Large  
Notary Id. No. KYNP21929

My Commission expires: 1/19/25.

CONSIDERATION CERTIFICATE OF GRANTEE

The Grantee, by and through its authorized agent, hereby certifies that the consideration set forth in this Deed hereinabove is the full consideration paid for the property hereby conveyed. The fair market value of the property conveyed herein is \$531,687.00..

This 2 day of February 2024.

GRANTEE:

COMMONWEALTH OF KENTUCKY

By: Holly M. Johnson  
Holly M. Johnson, Secretary  
Finance and Administration Cabinet

CERTIFICATE OF ACKNOWLEDGMENT

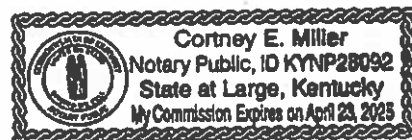
COMMONWEALTH OF KENTUCKY

COUNTY OF Franklin

I, the undersigned, certify that the foregoing Consideration Certificate of Grantee was produced before me in the said County and State and duly acknowledged and sworn to by Holly M. Johnson, Secretary of the Finance and Administration Cabinet, on behalf of the Commonwealth of Kentucky, this 2 day of February 2024.

Courtney Miller  
Notary Public, Ky. State-at-Large  
Notary Id. KYNP28092

My Commission expires: April 23 2025



This Instrument Prepared By:

Patrick M. Duce

Patrick McGee, Assistant General Counsel  
Finance and Administration Cabinet  
Office of General Counsel  
200 Mero Street, 5<sup>th</sup> Floor  
Frankfort, Kentucky 40601  
(502) 564-6660

COMMONWEALTH OF KENTUCKY  
COUNTY OF PERRY

I, Wayne Napier, Perry County Court Clerk, certify that the foregoing has been lodged in my office for record, whereupon it, the foregoing, and this my certificate have been duly recorded in Deed Book 433 Page 505.

Given under my hand the 10 day of February 2024.

WAYNE NAPIER, CLERK

NO TAX

By: Bennah Good, D. C.

**--EXHIBIT A--**  
**SKYVIEW SUBDIVISION**  
**TRACT A1 LEGAL DESCRIPTION**

Description for a certain tract or parcel of land, lying and being in the Commonwealth of Kentucky, County of Perry, near the Community of Coal Harbour, Kentucky, lying on the south side of the Hal Rogers Parkway, and being more particularly described as follows:

Unless otherwise stated any monument referred to as a capped pin set is an 18" inch rebar 5/8" inch diameter with a plastic cap inscribed R.M. Johnson Engineering, PLS 3521 or Roy D. Patrick PLS 3521.

Beginning at a 5/8 inch rebar set at the southeast corner of the tract herein described; Said point being a common corner to the MRI Properties, INC. property remaining, as recorded in the Perry County Clerk's Office in Deed Book 415 Page 157, and the new boundary herein described, and has a KY State Plane Single Zone Coordinate value of North: 3,623,057.09 and East: 5,644,270.32. Thence following the new boundary, severing said MRI Properties, INC. property for thirty two (32) calls as follows:

S 59°51'28" W a distance of 202.66' to a capped pin set;

N 30°28'41" W a distance of 25.46' to a capped pin set in the east boundary of an access and utility easement;

S 59°31'19" W a distance of 50.00' to a capped pin set in the west boundary of same access and utility easement;

S 59°31'19" W a distance of 225.00' to a capped pin set;

N 30°28'41" W a distance of 26.32' to a capped pin set in the east boundary of an access and utility easement;

S 59°31'19" W a distance of 50.00' to a capped pin set in the west boundary of same access and utility easement;

S 53°55'11" W a distance of 40.96' to a capped pin set;

N 31°21'31" W a distance of 72.95' to a capped pin set ;



N 46°32'19" W a distance of 96.19' to a capped pin set ;  
N 37°40'42" W a distance of 79.09' to a capped pin set ;  
N 22°05'44" W a distance of 71.43' to a capped pin set ;  
N 24°55'59" W a distance of 55.23' to a capped pin set ;  
N 51°00'42" W a distance of 133.58' to a capped pin set;  
N 38°09'56" W a distance of 118.73' to a capped pin set ;  
S 82°51'31" W a distance of 97.96' to a capped pin set ;  
S 58°02'09" W a distance of 99.45' to a capped pin set;  
S 53°33'07" W a distance of 120.94' to a capped pin set;  
N 39°00'29" W a distance of 867.91' to a capped pin set;  
N 23°24'24" E a distance of 271.84' to a capped pin set;  
N 39°34'38" E a distance of 124.79' to a capped pin set;  
N 38°35'04" W a distance of 39.37' to a capped pin set;  
N 18°23'44" W a distance of 938.29' to a capped pin set;  
N 02°25'45" W a distance of 608.02' to a capped pin set;  
N 87°34'15" E a distance of 289.98' to a capped pin set;  
S 05°46'15" E a distance of 338.18' to a capped pin set;  
S 15°09'33" W a distance of 226.38' to a capped pin set;  
S 18°23'44" E a distance of 550.46' to a capped pin set;  
S 53°47'02" E a distance of 86.10' to a capped pin set;  
S 44°18'54" E a distance of 103.20' to a capped pin set;  
S 50°26'32" E a distance of 96.69' to a capped pin set;  
S 66°35'36" E a distance of 591.30' to a capped pin set;  
S 30°28'41" E a distance of 1,351.07' to the point of beginning containing 42.535 Acres more or less as per a survey by RM Johnson Engineering completed on January 4, 2024.

The above described tract is portion of the property of MRI Properties, INC, as recorded in the Perry County Clerk's Office in Deed Book 415 Page 157 which is referenced in the Title Report prepared by CRS Attorneys, dated February 24, 2023 as Tract 2.

## --EXHIBIT B--

MRI Properties Inc.

Beginning at a point with coordinates of N 3625301.02 E 5643545.41; thence S 41°07'36" E a distance of 55.33 feet; thence S 28°07'57" E a distance of 176.82 feet; thence S 16°32'03" E a distance of 111.80 feet; thence S 36°57'58" E a distance of 628.94 feet; thence S 26°52'11" E a distance of 316.85 feet; thence S 06°58'40" E a distance of 240.83 feet; thence S 39°51'09" E a distance of 64.74 feet; thence S 01°01'34" W a distance of 82.11 feet; thence S 20°10'48" E a distance of 98.58 feet; thence S 59°01'57" E a distance of 58.98 feet; thence S 31°28'09" E a distance of 104.55 feet; thence S 22°08'58" E a distance of 78.19 feet; thence S 61°08'33" E a distance of 168.13 feet; thence S 42°27'06" E a distance of 111.80 feet; thence S 52°45'23" E a distance of 73.46 feet; thence along an arc 542.92 feet to the right, having a radius of 290.00 feet, the chord of which is S 00°52'33" W for a distance of 467.03 feet; thence S 44°40'06" W a distance of 117.03 feet; thence S 60°03'51" W a distance of 118.82 feet; thence S 44°48'15" W a distance of 279.93 feet; thence along an arc 291.22 feet, to the left, having a radius of 1990.00 feet, the chord of which is S 36°22'48" W for a distance of 290.96 feet; thence S 50°27'14" W a distance of 103.98 feet; thence S 29°13'01" W a distance of 12.42 feet to the western property line; thence with said property line N 40°18'47" W a distance of 44.70 feet; thence continuing with said property line N 30°59'37" W a distance of 9.32 feet; thence leaving said property line N 32°41'14" E a distance of 108.81 feet; thence along an arc 287.14 feet to the right, having a radius of 2072.00 feet, the chord of which is N 36°34'51" E for a distance of 286.91 feet; thence along an arc 60.17 feet to the left, having a radius of 38.00 feet, the chord of which is N 04°48'27" W for a distance of 54.08 feet; thence N 50°09'57" W a distance of 127.63 feet; thence along an arc 269.83 feet to the right, having a radius of 572.00 feet, the chord of which is N 36°39'07" W for a distance of 267.34 feet; thence N 59°31'19" E a distance of 44.39 feet; thence along an arc 254.75 feet to the left, having a radius of 528.00 feet, the chord of which is S 36°20'39" E for a distance of 252.28 feet; thence S 50°09'57" E a distance of 130.58 feet; thence N 42°50'17" E a distance of 201.41 feet; thence N 49°22'33" E a distance of 353.65 feet; thence N 01°34'58" W a distance of 92.03 feet; thence N 53°03'45" W a distance of 325.79 feet; thence N 59°55'46" W a distance of 182.85 feet; thence N 33°41'54" W a distance of 293.06 feet; thence N 18°02'16" E a distance of 139.48 feet; thence N 28°17'37" W a distance of 182.64 feet; thence N 11°27'22" W a distance of 358.63 feet; thence N 36°28'34" W a distance of 550.13 feet; thence N 27°37'23" W a distance of 384.41 feet; thence N 06°09'33" W a distance of 90.82 feet; thence N 19°31'13" W a distance of 111.72 feet; thence N 62°35'54" E a distance of 14.03 feet; thence S 20°52'50" E a distance of 31.64 feet; thence N 69°07'10" E a distance of 60.00 feet to the POINT OF BEGINNING.

The above described easement contains 12.601 acres