Entered 25-CI-00174 10/30/2026 Jodi Parsley, Lawrence Circuit Clerk

COMMONWEALTH OF KENTUCKY
LAWRENCE CIRCUIT COURT
CASE NO. 25-CI-00174

JOHN G. BRUNETTI, II. **PLAINTIFF**

v.

ADAM PETERS and
SARAH PETERS **DEFENDANTS**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND FINAL JUDGMENT

This matter having come before the Court for bench trial on September 22, 2026, upon the claims of Plaintiff, John G. Brunetti, II, concerning the location and dimensions of an existing express easement, and upon the claims and defenses asserted by Defendants/Counter-Plaintiffs, Adam Peters and Sarah Peters, and the Court having considered the pleadings, deeds, surveys, photographs, exhibits, testimony of the witnesses, and arguments of counsel, the Court hereby enters the following Findings of Fact, Conclusions of Law, and Final Judgment pursuant to CR 52.01.

I. FINDINGS OF FACT

A. THE EXISTING, EXPRESS EASEMENT

1. Plaintiff John G. Brunetti II is the owner of the property benefited by the easement at issue in this action.
2. Defendants Adam Peters and Sarah Peters own the property over which the easement runs.
3. The easement at issue was created by deed recorded in the Lawrence County Clerk's Office at Deed Book 311 Page 336, by the following language: to the right of the old gated logging road at the edge of the bottom.

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4. The deed creating the easement was executed by Arlene Boggs Gillum, Dottie J. Boggs Graham, and James Graham, and conveyed an easement for ingress and egress to the property benefited by the easement.
5. The existence of the express easement is not an issue requiring determination by the Court. The dispute concerns the physical location and width of the existing easement.
6. The deed does not state a specific width for the easement and does not provide a sufficiently definite physical description to resolve the parties' present dispute concerning its precise location.
7. The parties have been unable to agree upon the location and dimensions of the easement, thereby requiring judicial determination.
8. Plaintiff seeks judicial determination fixing the location and width of the existing easement and is not asking the Court to create a new easement.

B. PURPOSE AND HISTORICAL USE

9. The express purpose of the easement is to provide ingress and egress to Plaintiff's property.
10. The evidence presented at trial established that access to Plaintiff's property historically involved vehicular travel across the Peters property.
11. The evidence further established the existence of an historical access route associated with the lower portion of the property, including an old logging road and access toward and through the creek.
12. Plaintiff testified regarding historical use of the property and historical access through the area at issue.

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13. The Court finds that the purpose of the easement was to provide meaningful and usable access to Plaintiff's property and not merely a theoretical way of passage incapable of reasonable vehicular use.

14. The Court therefore must determine the location and dimensions of the easement in a manner that gives reasonable effect to the purpose of the express grant while preserving the legitimate rights of the servient estate.

C. THE BOCOOK AND WESTEK SURVEYS

15. Dewey Bocook, a licensed Kentucky land surveyor, examined the relevant deeds, a prior survey, physical landmarks, topography, monuments, gates, creek, and evidence of historical use. His survey bears field survey dates of October 22, 2025, with revisions dated December 1, 2025. His testimony was based on record research and field investigation, and the Court credits his identification of the narrow historical route near the old gate and creek bottom.

16. Bocook’s plat map expressly identifies the Westek drawing as the source of the depicted western easement line and states that only the western boundary is shown because no width was stated. Note 13 identifies Point 259 and the dispute north of that point. Agreement with the segment extending southward from Point 259 to Brunetti’s property does not establish agreement with the different, disputed northern portion.

17. Bocook’s inclusion of Westek’s measured line for comparison did not adopt the entire Westek route as the legally reserved easement. The Court credits Bocook’s testimony identifying the old-gate, creek-bottom access and distinguishing it from the route newly cleared by Brunetti. The Court rejects the proposed inference that the copied western line establishes both the disputed upper alignment and an enlarged, fifteen-foot width.

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18. The route supported by the deed landmarks, historical-use testimony, Sarah Peters' observations, Brunetti's admissions, and Bocook's testimony is the historical bottom route: entry at the old gate beside the old logging road, passage to the right of that road at the edge of the bottom along and through the creek, and connection to the agreed segment at Point 259 extending to Brunetti's parcel. The later created upper entry and route through the hay field are not part of the adjudicated corridor.
19. Plaintiff obtained a survey from Westek Engineering, however, the survey was not admitted into evidence for purposes of locating the disputed easement due to the survey having relied upon statements from another person as to the location of the easement and thus, not located by the surveyor's independent, professional determination. The survey was admitted for the limited purpose of Brunetti's reliance on the survey for actions taken by him concerning the easement. Also, Bocook referenced the Westek survey in his testimony and survey.

D. DETERMINATION OF THE LOCATION

20. The Court has considered the language of the deed, the purpose of the easement, the circumstances surrounding its creation, the historical use of the property, the testimony of the parties and witnesses, the physical characteristics of the property, the Westek survey, and the Bocook survey.
21. The Court finds that the lower route depicted by the Bocook survey (attached hereto as an exhibit), identified on the Bocook survey map as LOCATION OF EASEMENT FOR INGRESS/EGRESS (as incorporated into the Bocook survey) is the location of the existing express easement in the disputed portion north of Point 259.

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22. The Court finds that this route is consistent with the purpose of the easement and provides a reasonably convenient and suitable route for ingress and egress to Plaintiff's property.
23. The Court further finds that the route fixed herein represents the location of the easement that existed pursuant to the original grant and is not the creation of a new easement by the Court.
24. The Court's determination is based upon the totality of the evidence concerning the original easement, its purpose, historical usage, physical location, and the evidence concerning its intended route.

E. WIDTH OF THE EASEMENT

25. The deed creating the easement does not state a specific width.
26. The Court has considered the nature and purpose of the easement, the property served by the easement, the historical and contemplated vehicular use, the physical characteristics of the route, and the need for meaningful ingress and egress.
27. The Court finds that a nine (9) foot width is reasonable and necessary to provide meaningful vehicular ingress and egress consistent with the purpose of the easement.
28. The nine (9) foot width shall apply throughout the easement as fixed by this Judgment, including the portion north of Point 259.

G. USE, MAINTENANCE, AND IMPROVEMENT

29. The easement for ingress and egress includes reasonable vehicle use necessary for the ordinary use and enjoyment of Plaintiff's property.

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30. Such use may include passenger vehicles, trucks, trailers, construction vehicles, equipment, and other reasonably necessary vehicles to allow Plaintiff ingress/egress to his property.
31. Plaintiff may reasonably maintain and improve the easement within the nine-foot corridor so that the easement remains usable for its intended purpose.
32. Any improvement or construction shall comply with applicable laws, regulations, and governmental permitting requirements.
33. Where the established route requires crossing the creek, Plaintiff may construct and maintain a lawful crossing, including a culvert, bridge, or low-water crossing, where reasonably necessary to make the easement usable, subject to any required governmental permits or approvals.
34. Plaintiff shall not expand the easement beyond the nine-foot corridor established herein or materially increase the burden upon the servient estate beyond the reasonable use contemplated by the easement.

H. GATES, OBSTRUCTIONS, AND SELF-HELP

35. No gate, fence, lock, vehicle, structure, landscaping, or other obstruction may be placed or maintained within the easement in a manner that prevents or materially interferes with Plaintiff's lawful use of the easement.
36. Any gate maintained across the easement shall provide a clear opening sufficient to permit reasonable use of the full nine-foot easement.
37. Neither party shall unilaterally relocate, narrow, obstruct, expand, or materially alter the easement established by this Judgment.

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38. The Court heard evidence concerning disputes involving gates and locks, including Plaintiff's admission that he cut a lock to obtain access.

39. Within thirty days, Brunetti shall remove the fences, wire, gates, stakes, and ownership or exclusion signs he installed on the Peters property. Further, Brunetti shall restore any fencing, survey stakes or other boundary markers along the survey line of the parties' properties, to the extent that such has been altered. Removal shall be scheduled through counsel and performed without additional damage or direct confrontation. He shall not remove legitimate boundary monuments. Any disputed identification of an item shall be submitted to the Court before removal and removal does not permit further alteration of the land.

40. Communications concerning access, maintenance, and implementation of this Judgment shall be through counsel or another mutually agreed written channel. These provisions do not prevent a good-faith emergency report to public authorities or the exercise of lawful passage.

41. The Court heard testimony that Brunetti engaged in cutting, breaking, taking, or disabling the Peters' locks, chains, gates, fences, or security cameras; sending the Peters threatening messages or photographs; and firing a firearm on their property or toward them, their minor child, their residence, or areas of their property occupied by them. The Court does not find that the claims were established with sufficient, competent evidence for the Court to award damages in this case and thus does not make additional findings regarding the claims.

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42. The parties are directed that future disputes concerning the easement shall be addressed through lawful judicial process and not through unilateral self-help, obstruction, destruction, relocation, or alteration of the easement.

II. CONCLUSIONS OF LAW

43. The Court has jurisdiction over the parties and subject matter of this action.

44. The deed recorded at Deed Book 311 Page 336 created a valid express easement for ingress and egress.

45. The existence of the easement is established by the recorded deed. The issue requiring adjudication is the location and dimensions of that existing easement

46. . Kentucky law recognizes that the terms of an express easement govern the rights of the parties and that the Court may consider the circumstances and evidence necessary to determine the intended location and reasonable use of an easement where the conveyance is ambiguous and does not establish the location with sufficient definiteness. *See generally*, Sawyers v. Beller, 384 S.W.3d 107 (Ky. 2012).

47. Where the location of an existing easement is uncertain or insufficiently defined, the Court may affirmatively and specifically determine the location so that the easement may be reasonably enjoyed.

48. In determining the location of an express easement, the Court may consider the language and purpose of the grant, the circumstances surrounding its creation, historical use, physical characteristics, and other competent evidence bearing upon the intended location

49. The Court therefore has authority to fix the location and dimensions of the existing easement without creating a new easement.

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50. The Court further finds that the Westek and Bocook surveys may properly be considered as evidence relevant to the location of the existing easement. The Court does not treat the Westek or Bocook survey as creating or legally establishing the easement.
51. The Court has independently determined the legal location of the easement based upon the totality of the evidence and does not delegate that determination to either surveyor.
52. The Court finds that the lower route identified in the Bocook survey is the location of the existing easement in the disputed portion north of Point 259.
53. The Court finds that a nine-foot width is reasonable and necessary to provide meaningful ingress and egress consistent with the express purpose of the easement.
54. The rights and obligations established by this Judgment shall bind the parties and their successors in interest to the extent provided by law.

III. FINAL JUDGMENT

IT IS THEREFORE ORDERED AND ADJUDGED as follows:

1. A valid, express easement for ingress and egress exists pursuant to the deed recorded at Deed Book 311 Page 336, Lawrence County Clerk's Office. This Judgment does not create a new easement.
2. The Court hereby fixes and establishes the legal location of the existing easement along the route depicted by the Bocook survey, including the disputed portion north of Point 259. The route so established shall constitute the legal location of the easement for purposes of ingress and egress.
3. The easement shall be nine (9) feet in width throughout its entire length, including the disputed portion north of Point 259.

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4. The Bocook Engineering survey/plat dated October 22, 2025, and admitted into evidence at trial, is incorporated into this Judgment for purposes of identifying and depicting the physical route and surveyed features addressed herein.
5. Plaintiff, his successors, assigns, invitees, and persons lawfully using the dominant estate may use the easement for reasonable vehicular ingress and egress, including passenger vehicles, trucks, trailers, construction vehicles, equipment, and other vehicles reasonably necessary for the use and enjoyment of the dominant estate.
6. Plaintiff may reasonably maintain and improve the easement within the nine-foot corridor to provide usable ingress and egress. Any construction or improvement shall comply with applicable governmental permitting requirements and other applicable laws.
7. Where the established route crosses the creek, Plaintiff may construct and maintain a lawful crossing, including a culvert, bridge, or low-water crossing, when reasonably necessary for the use of the easement, subject to all applicable permits, regulations, and governmental laws and approvals.
8. No party shall place or maintain any gate, fence, lock, vehicle, structure, landscaping, or other obstruction that prevents or materially interferes with lawful use of the easement. Any gate located across the easement shall provide a clear opening sufficient to permit reasonable use of the full fifteen-foot easement
9. Neither Plaintiff nor Defendants, nor their respective successors or assigns, shall unilaterally relocate, narrow, obstruct, expand, or materially alter the easement established by this Judgment.
10. The location and width of the easement having now been judicially determined, this Judgment shall bind the parties and their respective successors and assigns to the extent

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provided by law. The parties and their successors shall not be required to relitigate the existence, location, or nine-foot width of the easement merely because ownership of either the dominant or servient estate changes.

11. Any future dispute concerning the use, maintenance, enforcement, or alleged interference with the easement shall be addressed through lawful judicial process and shall not be resolved through unilateral self-help.

12. The Clerk of the Lawrence Circuit Court shall enter this Judgment. A certified copy of this Judgment, together with the Bocook Engineering survey incorporated herein for purposes of physical depiction and reference, may be recorded in the Lawrence County Clerk's Office so that the location and dimensions of the easement are reflected in the public land records

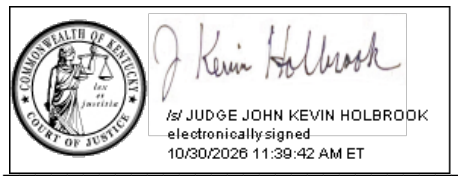
13. To the extent Petitioner’s claims and Defendants' counterclaims seek a determination inconsistent with the easement location and dimensions established herein, those claims are resolved in accordance with this Judgment. Any claim for damages not established by competent evidence is denied.

14. The Court declines to award attorneys’ fees or costs to either party. The Court finds that, under the circumstances of this action and the relief granted herein, an award of attorneys’ fees or costs to either party is not appropriate. Accordingly, each party shall be responsible for his or her own attorneys’ fees and litigation expenses, and neither party shall recover attorneys’ fees or costs from the other.

15. THIS IS A FINAL AND APPEALABLE JUDGMENT, THERE BEING NO JUST CAUSE FOR DELAY.

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SO ORDERED this 30th day of October, 2026.



Hon. John Kevin Holbrook
Lawrence Circuit Court Judge

CLERK'S CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and correct copy of the foregoing Order was on this the _____ day of _____, 2026, served upon all parties of record.

_____
Lawrence Circuit Court Clerk

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PUBLIC COPY: The land survey / plat on this page is omitted for privacy. The signed judgment text is reproduced on pages 1-12.

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