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129210

ROAD MAINTENANCE AGREEMENT

This ROAD MAINTENANCE AGREEMENT made and entered in to this 28<sup>th</sup> day of June, 2000, by and between -

HAROLD FULKERSON and his wife, THERESA FULKERSON, whose post office address and residence is 841 Samuels Road, Cox's Creek, KY 40013, and

CHARLES FULKERSON and his wife, WANDA FULKERSON, whose post office address is 2500 Mobley Mill Road, Cox's Creek, KY 40013,

WITNESSETH:

THAT WHEREAS that Harold Fulkerson and his wife, Theresa Fulkerson and Charles Fulkerson and his wife, Wanda Fulkerson are adjoining property owners, and

NOW THEREFORE, in order to provide for the construction and future maintenance of the private road, the parties do hereby impose the following covenants and stipulations on the private road. Said private road is described as follows:

Beginning at a point on the north side of Mobley Mill Road, which point bears S 84-08 W 533.6 feet from a post on the north side of Mobley Mill Road, corner of the Horace J. Aubery property (Deed Book 217, Page 293), said point being at the center of a farm road and being a common corner of the Harold Fulkerson 57.65 acres tract and the Charles Fulkerson 68.80 acres tract; thence with the center line of the 50 foot wide right of way as follow: N 13-49 E 17.2 feet; N 22-00 E 20.2 feet; N 32-12 E 123.9 feet; N 22-38 E 69.1 feet; N 11-19 E 97.1 feet; N 42-50 W 11.2 feet to an iron pin; N 68-29 W 331.8 feet to a post; N 06-15 E 277.8 feet to an iron pin; N 21-22 E 135.7 feet to a post; N 02-34 E 231.9 feet; N 03-19 E 218.1 feet to a post; N 6-03 E 133.1 feet; N 04-34 E 112.9 feet to a small elm tree; N 01-33 E 115.9 feet; N 10-56 W 60 feet to a point in the property line common to said Harold

Fulkerson tract and said Charles Fulkerson tract, said point being at the north end of the 50 foot wide right of way.

WHEREAS, there has been established a private road between their respective parties,

1. The parties agree that the property described above is the 50 foot roadway as shown on the attached plat. The parties limit the roadway to a twenty foot wide road which shall be center on the above described centerline for the life of Harold Fulkerson and Charles Fulkerson.

2. The parties hereby agree that the road shall be fenced on both sides of the roadway. The fence on each side shall be located ten (10) foot from the centerline.

3. That each party shall pay one-half (1/2) of the cost of the fence and road.

4. This agreement shall be binding upon the parties hereto. Upon the death of both Charles Fulkerson and Harold Fulkerson, the fence can be removed and the road and fence relocated to fifty (50) foot width, which is described above, at one-half (1/2) cost to each.

5. All maintenance expenses shall be paid equally by each party.

6. The roadway created herein shall be perpetual in nature and shall inure to the benefit and remain open for the purposes of ingress and egress of not only the owners of the tracts contiguous thereto.

7. The terms and conditions of this Road Maintenance Agreement are perpetual and shall be covenants

running with the land.

IN TESTIMONY WHEREOF the parties have hereunto  
subscribed their names on the day and date first above  
written.

Harold S. Fulkerson  
Harold Fulkerson

Theresa Fulkerson  
Theresa Fulkerson

Charles Fulkerson  
Charles Fulkerson

Wanda Fulkerson  
Wanda Fulkerson

STATE OF KENTUCKY  
COUNTY OF NELSON

The foregoing was acknowledged before me this 28  
day of June, 2000, by Harold Fulkerson and his  
wife, Theresa Fulkerson, Owners.

Melinda G. O  
NOTARY PUBLIC, KY. STATE AT LARGE

My Commission Expires: Aug 28, 2003

STATE OF KENTUCKY  
COUNTY OF NELSON

The foregoing was acknowledged before me this 28  
day of June, 2000, by Charles Fulkerson and his  
wife, Wanda Fulkerson, Owners.

Melinda G. O  
NOTARY PUBLIC, KY. STATE AT LARGE

My Commission Expires: 8/28/03

The foregoing instrument was prepared by John S.  
Kelley, Jr., 202 East Stephen Foster Avenue, Bardstown,  
Kentucky 40004, Attorney at Law.

John S. Kelley