

PRIVATE ROAD MAINTENANCE AGREEMENT

This PRIVATE ROAD MAINTENANCE AGREEMENT made and entered into this _____ day of _____, 2018, by and between -

CAROL ANN RIGGS, (a/k/a Carol H. Riggs), unmarried, whose post office address and residence is 401 South 6th Street, Bardstown, Kentucky 40004; DONALD JULIAN HEAD (a/k/a Donald J. Head) and his wife, MINNIE LEE HEAD, whose post office address and residence is 9060 New Haven Road, New Haven, Kentucky 40051; JOYCE MARIE FLYNN and her husband, MICHAEL RAY FLYNN, whose post office address and residence is 718 Spruce Lane, Elizabethtown, Kentucky 42701; MARY SHARON EDELEN (a/k/a Sharon H. Edelen), unmarried, whose post office address and residence is 7309 Spring Run Drive, Louisville, Kentucky 40291; MARY JUDITH ROSACKER and her husband, WILLIAM ROBERT ROSACKER, whose post office address and residence is 250 Hubbard Lane, Brandenburg, Kentucky 40108; ANTHONY WAYNE HEAD and his wife, MARY RENEE HEAD, whose post office address and residence is 1566 Bypass South, Lawrenceburg, Kentucky 40342; ROBERT CHARLES HEAD(a/k/a Robert C. Head) and his wife, GINA H. HEAD, whose post office address and residence is 3810 Nat Rogers Road, Boston, Kentucky 40107; WILLIAM KEVIN HEAD and his wife, LISA RUST HEAD, whose post office address and residence is 1648 Bonds Mill Road, Lawrenceburg, Kentucky 40342; DEBRA JOAN HAWTHORNE (a/k/a Debra J. Hawthorne), unmarried, whose post office address and residence is 4290 Selby Court, Cincinnati, Ohio 45211; STACY NANETTE DOWNS and her husband, MICHAEL EDWARD DOWNS, whose post office address and residence is 3704 New Jackson Highway, Hodgenville, Kentucky 42748; MINDY ANNE MCINTYRE and her husband, THOMAS DERIK MCINTYRE, whose post office address and residence is 193

Connor Road, Springfield, Kentucky 40069; SUSAN ELAINE HEAD, un-remarried widow, whose post office address and residence is 110 Adison Avenue, Bardstown, Kentucky 40004 (**all of the above are acting by and through their Attorneys-in-Fact, DONALD J. HEAD and CAROL ANN RIGGS, by Power of Attorney recorded in Deed Book 533, Page 799, in the Clerk's Office of the Nelson County Court**); CAROL ANN RIGGS, Co-Administratrix of the Estate of Julian Head, whose post office address and residence is 401 South 6th Street, Bardstown, Kentucky 40004; and DONALD HEAD, Co-Administrator of the Estate of Julian Head, whose post office address and residence is 9060 New Haven Road, New Haven, Kentucky 40051, hereinafter referred to as Owners and/or Developers.

WITNESSETH:

THAT WHEREAS certain land has been subdivided, as shown by plat recorded in Plat Cabinet __, Slot __ in the Clerk's Office of the Nelson County Court;

WHEREAS the Owners' source of title to said land is by deed recorded in Deed Book 333, Page 280 and Affidavit of Decent of Joseph Michael Head recorded in Deed Book 533 Page 735, Affidavit of Decent of Julian Head recorded in Deed Book ____, Page ____, all in the Clerk's Office of the Nelson County Court;

WHEREAS the parties hereto are desirous of creating a private access road leading from Higdon Loop to the property being divided, as shown on the aforesaid plat, crossing through the property of the Developers/Owners hereinabove referred to and which Private Road shall be used by the Owners of Tracts 1, 2, 3, 4, 5 and 6 of the Agricultural Division for Julian Head, as shown on the aforesaid plat;

NOW THEREFORE, In order to provide for the future maintenance of the private road as shown on the aforesaid plat, the Owners do hereby establish said private road as shown on the aforesaid plat and does hereby impose the following covenants and

stipulations on the properties adjoining the private road.

1. This agreement shall be binding upon the successors and assigns of the Developers as to Tracts 1, 2, 3, 4, 5 and 6 of the Agricultural Division for Julian Head. This agreement shall also be binding in the event additional tracts are subdivided from this original division.

2. The Owners of Tracts 1, 2, 3, 4, 5 and 6 shall determine what maintenance is needed on the road.

3. The Private Road shall be and remain a private access road, except as otherwise provided herein, for the joint use of the Owners of Tracts 1, 2, 3, 4, 5 and 6, and each of such Owners, their heirs and assigns, shall have the absolute right to the use and privilege of such roadway.

4. The rights in and to such roadway shall be joint, with no tract having any greater interest than the remaining tracts, and the roadway, and the covenants herein contained and as herein granted, shall run with the land and exist for the use and benefit of all the present and future Owners of tracts adjoining said Private Road.

5. The Owners of the tracts, their heirs and assigns, shall be responsible for the maintenance of said roadway in proportion to the number of tracts they own which join said road, and shall contribute to the costs and expenses of the maintenance, repair and upkeep of said road, including all incidental maintenance expense incurred in the regular use thereof, or which may be incurred or necessary as a result of the hazards of the elements in proportion to the number of lots which they own that join said roadway.

6. In the event that the present or future Owners of the tracts elect to have the said Private Road dedicated for public use, then, and in that event, the Owners of said tracts, their heirs and assigns, may effect such dedication for public use to the same extent and with the same authority as if they are the fee simple Owners thereof, conditioned

however, that before any dedication for public use such roadway shall be brought into compliance with the appropriate zoning authorities' existing regulations, if applicable, and subject to the approval of and acceptance by the appropriate governmental agency.

7. No lien on the land shall be created or imposed by this agreement, and all charges for expenses incurred as provided herein, for the maintenance and upkeep shall be personal in nature and may be enforced in any court of competent jurisdiction as a personal debt, and every person purchasing any of said property, by their acceptance of the deed, consents to the jurisdiction and venue of the appropriate civil court in Nelson County, Kentucky. It is the intention of the parties that no lien be imposed on any of the real estate above referred to by this Agreement, but that the charges provided for herein shall be enforceable as any unsecured claim.

8. Any person, firm or organization purchasing any tract of land served by this Private Roadway, by their acceptance of their deed, agrees to be bound by this Private Roadway Agreement.

9. The roadway easement will be graded, shouldered and seeded to insure proper drainage and prevent erosion. The adjoining owner should keep their portion of the easement mowed unless other mowing policies have been agreed on by all parties. Any owner can mow the entire easement of the private road if they so desire.

10. A majority of the tract owners (4 out of 6) must agree on any maintenance needed in the upkeep of said road. The maximum improvement expense per lot shall not exceed \$500.00 per year without unanimous agreement of all tract owners.

11. An owner may improve the roadway at their own expense.

12. The terms of the within Private Road Maintenance Agreement shall be perpetual and the obligation of the Owners of the tracts adjoining said roadway shall terminate and otherwise expire only at such time as such roadway is accepted by the

appropriate governmental agency as a public way.

IN TESTIMONY WHEREOF the Owner has hereunto subscribed his name
on the day and date first above written.

Carol Ann Riggs (a/k/a Carol H. Riggs),
individually and as Co-Administratrix of the
Estate of Julian Head and as Attorney-in-
Fact for: Minnie Lee Head, Joyce Marie
Flynn, Michael Ray Flynn, Mary Sharon
Edelen (a/k/a Sharon H. Edelen), Mary
Judith Rosacker, William Robert Rosacker,
Anthony Wayne Head, Mary Renee Head,
Robert Charles Head (a/k/a Robert C.
Head), Gina H. Head, William Kevin Head,
Lisa Rust Head, Debra Joan Hawthorne
(a/k/a Debra J. Hawthorne), Stacy Nanette
Downs, Michael Edward Downs, Mindy
Anne McIntyre, Thomas Derik McIntyre,
Susan Elaine Head

Donald Julian Heard, individually and as
Co-Administrator of the Estate of Julian
Head and as Attorney-in-Fact for: Minnie
Lee Head, Joyce Marie Flynn, Michael Ray
Flynn, Mary Sharon Edelen (a/k/a Sharon
H. Edelen), Mary Judith Rosacker, William
Robert Rosacker, Anthony Wayne Head,
Mary Renee Head, Robert Charles Head
(a/k/a Robert C. Head), Gina H. Head,
William Kevin Head, Lisa Rust Head,
Debra Joan Hawthorne (a/k/a Debra J.
Hawthorne), Stacy Nanette Downs,
Michael Edward Downs, Mindy Anne
McIntyre, Thomas Derik McIntyre, Susan
Elaine Head

Commonwealth of Kentucky
County of Nelson

I, a Notary Public, in and for the state and county aforesaid do hereby certify that the foregoing instrument was produced before me in said county and acknowledged and sworn by Carol Ann Riggs (a/k/a Carol H. Riggs) individually and as Co-Administrator of the Estate of Julian Head and as Attorney-in-Fact for Minnie Lee Head, Joyce Marie Flynn, Michael Ray Flynn, Mary Sharon Edelen (a/k/a Sharon H. Edelen), Mary Judith Rosacker, William Robert Rosacker, Anthony Wayne Head, Mary Renee Head, Robert Charles Head (a/k/a Robert C. Head), Gina H. Head, William Kevin Head, Lisa Rust Head, Debra Joan Hawthorn (a/k/a Debra J. Hawthorne), Stacy Nanette Downs, Michael Edward Downs, Mindy Ann McIntyre, Thomas Derik McIntyre, and Susan Elaine Head, and executed this deed as her free act and deed and that she is known to me, or if not known to me, presented satisfactory evidence to me that she is the person described in and who executed the instrument. Given under my hand this ____ day of _____, 2018.
My Commission expires: _____.

Notary Public

Commonwealth of Kentucky

County of Nelson

I, a Notary Public, in and for the state and county aforesaid do hereby certify that the foregoing instrument was produced before me in said county and acknowledged and sworn by Donald Julian Head (a/k/a Donald J. Head and Donald Head), individually and as Co-Administrator of the Estate of Julian Head and as Attorney-in-Fact for Minnie Lee Head, Joyce Marie Flynn, Michael Ray Flynn, Mary Sharon Edelen (a/k/a Sharon H. Edelen), Mary Judith Rosacker, William Robert Rosacker, Anthony Wayne Head, Mary Renee Head, Robert Charles Head (a/k/a Robert C. Head), Gina H. Head, William Kevin Head, Lisa Rust Head, Debra Joan Hawthorn (a/k/a Debra J. Hawthorne), Stacy Nanette Downs, Michael Edward Downs, Mindy Ann McIntyre, Thomas Derik McIntyre, and Susan Elaine Head, and executed this deed as his free act and deed and that he is known to me, or if not known to me, presented satisfactory evidence to me that he is the person described in and who executed the instrument. Given under my hand this ____ day of _____, 2018. My Commission expires: _____.

Notary Public

The foregoing instrument was prepared by Matthew Hite, Nelson County Attorney,
602 Bloomfield Road, Bardstown, Kentucky.