

INGRESS AND EGRESS EASEMENT MAINTENANCE AGREEMENT

This INGRESS AND EGRESS EASEMENT MAINTENANCE AGREEMENT
made and entered into this _____ day of December, 2024, by and between -

ALAN FOGLE AND BRAD FOGLE, CO-TRUSTEES OF THE FOGLE
FAMILY IRREVOCABLE TRUST AGREEMENT dated June 1, 2016, whose post office
address and residence is _____, _____, Kentucky, hereinafter
referred to as Developer.

WITNESSETH:

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

WHEREAS the Developer's source of title to said land is by deed recorded in
Deed Book 321, Page 243 in the Clerk's Office of the Marion County Court;

WHEREAS the parties hereto are desirous of creating an Ingress and Egress
Easement leading from Kentucky 49 to the property being divided, as shown on the aforesaid
plat, crossing through the property of the Developers hereinabove referred to and which Ingress
and Egress Easement shall be used by the Owners of Tracts 2 and 3 (hereinafter Easement
Properties) of the Survey Map for Fogle Family Trust-49 Division. The Ingress and Egress
Easement is described as follows:

Designated on the aforesaid plat as Easement 2 and runs from Point C to Point D
(hereinafter Easement Area);

NOW THEREFORE, In order to provide for the future maintenance of the Ingress and Egress Easement as shown on the aforesaid plat, the Developer does hereby establish said easement as shown on the aforesaid plat and do hereby impose the following covenants and stipulations on the properties adjoining said easement.

1. This agreement shall be binding upon the successors and assigns of the Developers as to Tracts 2 and 3 as shown on the Survey Map for Fogle Family Trust – KY 49 Division. This agreement shall also be binding in the event additional tracts are subdivided from this original division.

2. The Easement Area shall be used for the purposes of ingress and egress to and from Kentucky 49 by vehicular and pedestrian traffic. The Owners of the Easement Properties (hereinafter collectively referred to as “Owners” and individually referred to as “Owner”) shall have the right in common with the other Owners to enter on, over, under and through the Easement Area for the purpose of construction, installation, maintenance, repair and replacement of the improvements to the Easement Area, provided however, that any Owner/Owners who shall do any work or have any work done affecting the Easement Area upon completion of the work shall repair that portion of the Easement Area to the condition that existed prior to such Owner’s entry (except for any work done pursuant to the rights created herein) and shall at all times keep so much of the Easement Area open so that vehicular and pedestrian traffic shall have access from Kentucky 49 to the Easement Properties.

3. When utilizing the Easement Area the Owners shall do so as expeditiously as possible and in such manner as will cause the least possible disturbance to the other Owners.

4. The Owners of the Easement Area may continue to use the portion of the Easement Area to which they have title in any way that will not prevent the use of the Easement

Area by any Owner for the purposes described herein. The Owners of the Easement Properties shall not erect or allow any structures to be erected on the Easement Area, nor shall they plant or allow to be planted or grown any large trees or any other obstructions which would prevent the use of the Easement Area by the Owners. Nothing contained in this paragraph shall diminish the rights and obligations of the Owners of the Easement Area which are established in this Agreement.

5. The Owners shall maintain the Easement Area in its present condition or in the condition to which it is improved from time to time, free and clear of obstruction, shall repair the same as necessary, shall keep the same reasonably free and clear of ice and snow and shall keep the Easement Area passable. All necessary repairs, maintenance and clearing of the easement thereon shall be paid equally by the Owners. Each Owner shall be responsible for a one-half share of such cost (hereinafter "Required Share"). The rest of this paragraph notwithstanding, any Owner who shall, through negligence or willful action, cause any damage which must be repaired hereunder, shall be responsible for the cost incurred to provide the repairs, maintenance and replacement necessitated by the negligence or willful action of that Owner. The cost for repairing, replacing, maintaining or improving the Easement Area, pursuant to this Agreement, shall be shared as set forth above. Except as herein provided, no costs of any kind shall be charged to any Owner, unless that Owner has agreed in writing to pay said costs. In the event that the Owner of any lot shall decide that expenditures shall be incurred for repair and replacing, maintaining or improving the Easement Area, then said Owner shall send written notice to the other Owners which shall request that the other Owners agree to pay their Required Share of the cost of such repair, replacement, maintenance or improvement. In the event that the other Owners agree to pay their Required Shares in writing, then the cost shall be shared accordingly.

In the event that one or more of the other Owners do not agree in writing to pay their Required Share, then the Owner proposing said activity and any Owners who agree to pay their Required Share may undertake said activity solely at their own cost and expense. In that event, after the work is completed, the Owner/Owners performing the work may institute legal action against the other Owners who did not contribute to the cost of such activity provided that the dispute is within the small claims jurisdiction of the Marion District Court. If the amount in controversy exceeds the jurisdiction for small claims then the matter shall be subject to arbitration by American Arbitration Association in accordance with its rules and procedures. In the event that a court or arbitrator should issue a final, non-appealable ruling that the work was necessary to maintain the Easement Area to the standard required hereunder, and if the work was done to the quality required, then the Owners who should have shared said cost shall be responsible for their Required Share of the cost, and the Owner/Owners who performed the work shall be entitled to be reimbursed by the other Owners not only for their Required Share, but also for the expenses incurred in said collection including a reasonable attorney's fee, if a court action or arbitration is instituted. All repairs, replacement, maintenance or improvements made to the Easement Area shall be made to a quality suitable to accomplish the purposes for which the Easement Area has been created.

6. The easement created herein shall be a permanent easement, and shall bind all Owners, their heirs, successors and assigns.

7. In the event of a failure by any Owner to pay his or her Required Share of any costs or expenses incurred hereunder, such costs and expenses shall, commencing thirty (30) days after the date of billing therefor, bear interest at the rate of twelve (12%) percent per annum until paid.

8. The covenants, agreements and restrictions contained herein shall be covenants running with and for the benefit of and burden upon the Easement Properties and shall be binding upon and inure to the benefit of the Owners thereof, and their respective heirs, successors and assigns. The rights granted herein shall be considered to create permanent easements.

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

Alan Fogle, Co-Trustee of the Fogle Family
Irrevocable Trust Agreement dated June 1,
2016

Brad Fogle, Co-Trustee of the Fogle Family
Irrevocable Trust Agreement dated June 1,
2016

Commonwealth of Kentucky
County of Marion

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 Alan Fogle, Co-Trustee of the Fogle Family Irrevocable Trust Agreement dated June 1, 2016, and executed this easement 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 December, 2024.

My Commission expires: _____

Notary ID: _____

_____, Notary Public

Commonwealth of Kentucky
County of Marion

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 Brad Fogle, Co-Trustee of the Fogle Family Irrevocable Trust Agreement dated June 1, 2016, and executed this easement 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 December, 2024.

My Commission expires: _____

Notary ID: _____

_____, Notary Public

The foregoing instrument was prepared by John S. Kelley, Jr., Attorney, 202 East Stephen Foster Ave., Bardstown, Kentucky.


