

**PRIVATE ROAD AND INGRESS AND EGRESS AND UTILITY EASEMENT
MAINTENANCE AGREEMENT**

This PRIVATE ROAD AND INGRESS AND EGRESS AND UTILITY EASEMENT MAINTENANCE AGREEMENT made and entered into this 14th day of May, 2025, by WILLIAM MICHAEL THOMPSON, whose post office address and residence is 198 Mill Creek Lane, Bardstown, Kentucky 40004, hereinafter referred to as Developer.

WITNESSETH:

THAT WHEREAS certain land has been subdivided, as shown by plat recorded in Plat Cabinet 24, Slot 139 in the Clerk's Office of the Nelson County Court;

WHEREAS the Developer's source of title to said land is by deed recorded in Deed Book 528, Page 110 in the Clerk's Office of the Nelson County Court;

WHEREAS the parties hereto are desirous of creating a private access road and an easement, as shown on the aforesaid plat, crossing through the property of the Developer;

NOW THEREFORE, In order to provide for the future maintenance of the Private Road (also known as Anna Way) and easement as shown on the aforesaid plat, the Developer does hereby establish said private road and easement as shown on the aforesaid plat and does hereby impose the following covenants and stipulations on the properties adjoining the private road and easement.

PRIVATE ROAD

1. The Private Road provisions shall be binding upon the successors and

assigns of the Developer as to Tracts 1 through 5 of the Amended Agricultural Division for David B. & Karen Wible Affecting Tracts 1 & 2 Only. This agreement shall also be binding in the event additional tracts are subdivided from this original division.

2. The Owners of Tracts 1 through 5 (hereinafter Private Road Tract Owners) 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 Private Road Tract Owners, 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 Private Road Tract Owners.

5. The Private Road Tract Owners, their heirs and assigns, shall be responsible for the maintenance of said roadway in proportion to the number of tracts they own which is served by said roadway, and shall contribute to the costs and expenses of the maintenance, repair and upkeep of said private 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 are served by said roadway.

6. In the event that the present or future Private Road Tract Owners elect to have the said Private Road dedicated for public use, then, and in that event, the Private

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

8. The Private Road Tract Owners shall maintain the Private Roadway 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. The cost of all necessary repairs, maintenance and clearing of the easement thereon shall be paid equally by the Private Road Tract Owners. Each Private Road Tract Owner shall be responsible for a one-fifth share of such cost (hereinafter "Required Share"). The rest of this paragraph notwithstanding, any Private Road Tract 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 Private Roadway, 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 Private Road Tract Owner, unless that Owner has agreed in writing to pay said costs. In the event that the Private Road Tract Owner shall decide that expenditures shall be incurred for repair and replacing, maintaining or improving the Private Roadway, then said Owner shall send written notice to the other Private Road Tract Owners which shall request that the other Private Road Tract Owners agree to pay their Required Share of the cost of such repair, replacement, maintenance or improvement. In the event that the other Private Road Tract 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 Private Road Tract 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 Owners performing the work may institute legal action against the other Private Road Tract Owners who did not contribute to the cost of such activity provided that the dispute is within the small claims jurisdiction of the Nelson 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 Private Roadway to the standard required hereunder, and if the work was done to the quality required, then the Private Road Tract Owners who should have shared said cost shall be responsible for their Required Share of the cost, and the Private Road Tract Owners who performed the work shall be entitled to be reimbursed by the other Private Road Tract 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 Private Roadway shall be made to a quality suitable to accomplish the purposes for which the Private Roadway has been created.

9. 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.

**INGRESS AND EGRESS EASEMENT AND UTILITY EASEMENT
MAINTENANCE AGREEMENT**

10. This Ingress and Egress Easement and Utility Easement Maintenance Agreement shall be binding upon the successors and assigns of the Developer as to Tracts 2 through 4 (hereinafter Owners of Easement Properties) of the Amended Agricultural Division for David B. & Karen Wible Affecting Tracts 1 & 2 Only (hereinafter Easement Properties). This agreement shall also be binding in the event additional tracts are subdivided from this original division.

11. The 20' Access Easement as shown on the aforesaid plat (hereinafter Easement Area) shall be used for the purposes of ingress and egress to and from Anna Way by vehicular and pedestrian traffic and the placement of utilities. The placement of utilities shall not interfere with the traveled portion of the Easement Area. The Owners of the Easement Properties shall have the right in common with the other Owners of the Easement Properties to enter on, over, under and through the Easement Area for the purpose of construction, installation, maintenance, repair and replacement of the

improvements to and the placement of utilities in the Easement Area, provided however, that any Owners of the Easement Properties 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 Anna Way to the Easement Properties.

12. Each tract owner of the Easement Properties and/or any utility company providing a tract owner utility service, shall have a utility easement over or under the Easement Area. Any damages to the Easement Area that are caused by the installation of utilities shall be repaired to its original condition. Any utility shall be installed in the portion of the easement area that has a surface prepared for vehicles (travel area) to travel over shall not be installed in the travel area except that area between 36 inches or lower below the lowest ground level point of the travel area at the point of crossing and 14 feet or higher above the ground level of the travel area at the point of crossing. The utility easement for the travel area shall only be used to cross the such travel area. Any utilities that are not located in the travel area of the Easement Area shall not be so restricted as provided in this paragraph for the location of such utilities.

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

14. 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 of the Easement Properties 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 of the Easement Properties. Nothing contained in this paragraph shall diminish the rights and obligations of the Owners of the Easement Area which are established in this Agreement.

15. 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 and shall keep the same reasonably free and clear of ice and snow. The cost of initial construction, all necessary repairs, maintenance and clearing of the easement thereon shall be paid equally by the Owners of the Easement Properties. Each Owner of the Easement Properties shall be responsible for a one-third share of such cost (hereinafter "Required Share"). The rest of this paragraph notwithstanding, any Owner of the Easement Properties 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 of the Easement Properties, unless that Owner has agreed in writing to pay said costs. In the event that the

Owner of the Easement Properties 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 of the Easement Properties which shall request that the other Owners of the Easement Properties agree to pay their Required Share of the cost of such repair, replacement, maintenance or improvement. In the event that the other Owners of the Easement Properties 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 of the Easement Properties do not agree in writing to pay their Required Share, then the Owner proposing said activity and any Owners of the Easement Properties 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 Owners of the Easement Properties performing the work may institute legal action against the other Owners of the Easement Properties who did not contribute to the cost of such activity provided that the dispute is within the small claims jurisdiction of the Nelson 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 of the Easement Properties who should have shared said cost shall be responsible for their Required Share of the cost, and the Owners of the Easement Properties who performed the work shall be entitled to be reimbursed by the other Owners of the Easement Properties 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.

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

COVENANTS THAT APPLY TO ALL TRACT OWNERS (TRACTS 1-5)

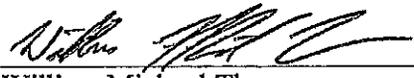
17. No lien on the land shall be created or imposed by this agreement, and all charges for expenses incurred as provided herein, for the maintenance and upkeep shall be personal in nature and may be enforced in any court of competent jurisdiction as a personal debt, and every person purchasing any of 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.

18. 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.

19. Any person, firm or organization purchasing any tract of land that is subject to this agreement, by their acceptance of their deed, agrees to be bound by this agreement.

20. The covenants, agreements and restrictions contained herein shall be covenants running with and for the benefit of and burden upon the Tract Owners and shall be binding upon and inure to the benefit of the Owners thereof, and their respective heirs, successors and assigns.

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



William Michael Thompson

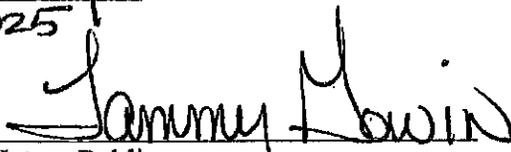
Commonwealth of Kentucky
County of Nelson

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 William Michael Thompson, and executed this agreement 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 14th day of May, 2025.

My Commission expires: 08/20/2025

Notary ID: KY NP 35377



Notary Public TAMMY GOWIN

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





2026002976
Nelson Co, KY Fee \$61.00
PRESENTED / LODGED: 05/14/2025 02:54:08 PM
RECORDED: 05/14/2025
Jeanette Hall Sidebottom
Clerk

BY: WENDY BUCK
Deputy Clerk

BK: D611

PG: 694 - 703