

ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND ROAD MAINTENANCE AGREEMENT, made and entered into this ____ day of _____, 2026, by **JENNIFER RALSTON and WILLIAM BRUCE RALSTON**, husband and wife, and **FRANCES I. BRYAN**, widow, by and through Jennifer Ralston, her Attorney-In-Fact, as per Power of Attorney record in Deed Book 569, Page 629, in the Nelson County Clerk's Office, 9490 New Haven Road, New Haven, Kentucky 40051, herein referred to as "First Parties"; those individuals identified on the signature pages hereof as "Third Parties"; and those individuals identified on the signature pages hereof, who are jointly referred to hereinafter as "Second Parties,"

WITNESSETH:

WHEREAS, certain land has been subdivided and was sold in separate tracts, as shown by plat recorded in Plat Cabinet ___, Slide ___, (hereinafter referred to as the "Plat") in the Nelson County Court Clerk's office, and

WHEREAS, Second Parties acquired title to Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract(s) by the specific Deeds recorded as set forth on their respective signature pages hereinafter; and

WHEREAS, Third Parties acquired title to Tract 1 by the specific Deed recorded as set forth on their signature page hereinafter; and

WHEREAS, in order to provide ingress and egress to and from a public road to Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, First Parties and Third Parties have agreed to grant to those of Second Parties who acquired and own any of such tracts, a general ingress and egress easement as depicted on the Plat as the "Access Easement",

NOW, THEREFORE, in order to provide ingress and egress to and from a public road for Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, and to further provide for the future maintenance of the "Access Easement" for the benefit of Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, as depicted on said Plat, First Parties and Third Parties do hereby grant, bargain, sell and convey a certain easement for ingress and egress, as more specifically set forth below, and Second Parties do hereby impose the following covenants and stipulations on properties adjoining the Access Easement identified as Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, to wit:

1. That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, First Parties have bargained and sold and do hereby alien, grant, sell and convey unto to those of Second Parties who acquired and own Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, their heirs, successors and assigns forever, an ingress/egress and access easement on and over a certain piece of land owned by First Parties acquired by them by Deed dated September 3, 2015, and recorded

in Deed Book 551, Page 837, in the Nelson County Clerk's Office. See also, Quitclaim Deed dated June 22, 2021, recorded in Deed Book 571, Page 451, in the Nelson County Clerk's Office, and depicted on the Plat as the "Access Easement" and referred to in Note 4 thereof.

2. That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Third Parties have bargained and sold and do hereby alien, grant, sell and convey unto to those of Second Parties who acquired and own Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, their heirs, successors and assigns forever, an ingress/egress and access easement on and over a certain piece of land acquired and owned by First Parties by the specific Deed recorded as set forth in their signature page hereinafter, and referred to in Note 3 thereof.

3. The ingress and egress easements as aforesaid are each subject to the following terms and conditions:

A. Second Parties, their respective heirs, successors and assigns forever, promise and agree to maintain in good condition, as existing, and to repair and improve the 50' Access Easement as required hereinafter so long as such maintenance, repair or improvement does not cause damage to the property of First Parties or Third Parties;

B. The 50' Access Easement shall be and remain open for the use of Second Parties, their respective heirs, successors and assigns forever, and Second Parties, their respective heirs, successors and assigns forever, shall have the absolute right to unfettered use and privilege of the 50' Access Easement, free and clear of any and all fences, gates or other encumbrances which by their construction and installation prevent or otherwise hinder free and easy passage. In the same vein, Second Parties, their respective heirs, successors and assigns forever, shall not be entitled, unless otherwise agreed upon in writing, to fence, gate or otherwise place encumbrances which by their construction and installation prevent or otherwise hinder free and easy passage of First Parties or Third Parties, their respective heirs and assigns forever;

C. Second Parties, their respective heirs, successors and assigns forever, covenant and agree that they will not use or permit the use of the 50' Access Easement in such a way that it will damage the property of First Parties or Third Parties;

D. In consideration of being permitted to access and use and the 50' Access Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Second Parties, their respective heirs, successors and assigns forever, to the fullest extent permitted by law, shall indemnify and hold harmless First Parties and Third Parties, their respective heirs and assigns forever, from any and all liability for compensatory or exemplary or punitive damages, and any and all claims, suits, actions, causes of action, including any statutory duty of care, demands, rights, damages, costs, loss of service, expenses (including attorney fees) and compensation of any kind whatsoever that may hereafter be incurred on account of, or in any way growing out of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries (including death) and property damages and the consequences thereof, resulting, or to result, by reason of the use by Second Parties, their respective heirs, successors and assigns forever of the 50' Access Easement. Second Parties, their respective heirs, successors and assigns forever, shall, at their expense, defend any and all claims brought against First Parties and Third Parties, their respective heirs and assigns forever, as a result of such use.

4. An interest in the Access Easement identified on the Plat shall be conveyed to the respective purchasers of Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, for the use and benefit of those tracts.

5. The owners of Tracts 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, as depicted on the Plat, shall each have the absolute right to the use and privilege of the Access Easement, free and clear of any and all fences, gates or other encumbrances which by their construction and installation would prevent or otherwise hinder free and easy passage. The rights in and to the Access Easement shall be joint among the owners of Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, with respect to that portion of the Access Easement which adjoins their separate, individual Tract, with no individual Tract owner having any greater interest than the other Tract owners with respect to that portion of the Access Easement which adjoins or is necessary to provide access to those individual Tracts. To be clear, a Tract owner's right to use the Access Easement, and its obligation for maintenance thereof, extends only to that portion of the Access Easement which adjoins their individual Tract, or is necessary for access to a public road, and no further. 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 Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract.

6. With respect to the cost and expense of the maintenance, repair and upkeep of the Access Easement, including periodic repaving, furnishing of gravel, operation and maintenance of any storm drainage and other 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, the owners of Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract, shall be responsible for the following percentages of the aforesaid costs:

TRACT 5: 25% of the costs from the public road to the Northwest point where Tract 5 adjoins the Access Easement;

TRACT 6: 25% of the costs from the public road to the Northwest point where Tract 5 adjoins the Access Easement and one-third (1/3) of the costs for the remaining portion of the Access Easement;

TRACT 7: 25% of the costs from the public road to the Northwest point where Tract 5 adjoins the Access Easement and one-third (1/3) of the costs for the remaining portion of the Access Easement;

ROBERT OLIVER GREENWELL ESTATE TRACT: 25% of the costs from the public road to the Northwest point where Tract 5 adjoins the Access Easement and one-third (1/3) of the costs for the remaining portion of the Access Easement;

However, if any owner shall cause any extraordinary wear and tear on the Access Easement, said owner shall be responsible to pay such extraordinary costs of maintenance as is caused by said use.

7. In the event that any of Second Parties further sub-divide their individual tract(s), the percentage of required maintenance costs shall be revised and allocated under the same formula as described in numerical paragraph 6 hereof, such that each owner of a tract adjoining the Access Easement or whose tract depends upon the Access Easement to access the public road shall be

responsible for that percentage of such cost representing that subdivided owner's tract divided by the total number of tracts (no matter the relative size of each) which adjoin the Access Easement prior to reaching the subdivided owner's tract from the public road or for which the Access Easement is necessary to access the public road from beyond the subdivided owner's tract.

8. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the Access Easement in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by owners of Tract 5, Tract 6, Tract 7 and the "Robert Oliver Greenwell Estate" Tract. Decisions as to the need for repaving, rock, gravel, repair, maintenance, improvement or upgrade of the private road shall be determined by agreement of a majority of the owners of Tracts, measured by their respective percentage of maintenance cost obligation set forth in paragraph 6 hereof.

9. That no lien on the land shall be created or imposed by this Agreement, and all charges for expenses incurred, as provided herein, shall be personal in nature and may be enforced in any court of competent jurisdiction as any personal debt and every person purchasing said property, by their acceptance of the Deed, consents to the jurisdiction and venue of the appropriate civil court of Nelson County, Kentucky. It is the intention of the parties that no lien be imposed on any of the land by this Agreement, but that the charges made herein shall be enforceable as unsecured claims.

10. All reasonable costs and expenses, including a reasonable attorney's fee, shall be awarded to the successful party in the event that any owner of any Tract is required to enforce the obligation to contribute to maintenance of the private road, by suit or otherwise.

11. That the terms of the within road agreement shall be perpetual.

12. The First Parties and Third Parties shall have no obligation to contribute to the cost or maintenance of the Access Easement. However, First Parties shall have the use of the entire Access Easement from the public road to their property.

IN TESTIMONY WHEREOF, the parties hereunto subscribe their names on the day and date reflected in the notary certificates accompanying their respective signatures.

[SIGNATURE PAGES FOLLOW]

FIRST PARTIES:

**JENNIFER RALSTON, Individually and
As Attorney-In-Fact for Frances I. Bryan**

**WILLIAM BRUCE RALSTON, husband
Of Jennifer Ralson**

COMMONWEALTH OF KENTUCKY

COUNTY OF NELSON

Acknowledged before me by **JENNIFER RALSTON, Individually and as Attorney-In-Fact for Frances I. Bryan, and WILLIAM BRUCE RALSTON, husband of Jennifer Ralson,**
this ____ day of _____, 2026.

My Commission expires: _____.

NOTARY PUBLIC, State of Kentucky at Large
Notary ID No.: _____

TRACT NUMBER 1
Deed Book ___, Page ___

Address: _____

THIRD PARTIES:

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON

Acknowledged before me by _____
_____, owner(s) of Tract 1, this ___ day of _____, 2026, acknowledging
their intent to be bound by the terms of this Agreement.

My Commission expires: _____.

NOTARY PUBLIC, State of Kentucky at Large
Notary ID No.: _____

TRACT NUMBER 5
Deed Book __, Page __

Address: _____

SECOND PARTIES:

COMMONWEALTH OF KENTUCKY

COUNTY OF NELSON

Acknowledged before me by _____
_____, owner(s) of Tract 5, this ____ day of _____, 2026, acknowledging
their intent to be bound by the terms of this Agreement.

My Commission expires: _____.

NOTARY PUBLIC, State of Kentucky at Large
Notary ID No.: _____

TRACT NUMBER 6
Deed Book __, Page __

Address: _____

SECOND PARTIES:

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON

Acknowledged before me by _____
_____, owner(s) of Tract 6, this ____ day of _____, 2026, acknowledging
their intent to be bound by the terms of this Agreement.
My Commission expires: _____.

NOTARY PUBLIC, State of Kentucky at Large
Notary ID No.: _____

TRACT NUMBER 7
Deed Book ___, Page ___

Address: _____

SECOND PARTIES:

COMMONWEALTH OF KENTUCKY
COUNTY OF NELSON

Acknowledged before me by _____
_____, owner(s) of Tract 7, this ___ day of _____, 2026, acknowledging
their intent to be bound by the terms of this Agreement.

My Commission expires: _____.

NOTARY PUBLIC, State of Kentucky at Large
Notary ID No.: _____

“ROBERT OLIVER GREENWELL ESTATE” TRACT

Deed Book ___, Page ___

Address: _____

SECOND PARTIES:

COMMONWEALTH OF KENTUCKY

COUNTY OF NELSON

Acknowledged before me by _____
_____, owner(s) of the “Robert Oliver Greenwell” Tract, this ___ day of _____
_____, 2026, acknowledging their intent to be bound by the terms of this Agreement.

My Commission expires: _____.

NOTARY PUBLIC, State of Kentucky at Large
Notary ID No.: _____

Prepared by:

JOSEPH H. MATTINGLY III, PLLC

Attorneys at Law

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JOSEPH H. MATTINGLY III