

**ROAD AND MAINTENANCE AGREEMENT  
FOR ACCESS ROAD "A"**

This Roadway Maintenance Agreement made and concluded at Lebanon, Marion County, Kentucky, this \_\_\_\_ day of April, 2018, by and between THE ESTATE OF KENNETH GRIBBINS, deceased, of 3470 Gap Knob Road, New Hope, Kentucky 40052.

WITNESSETH:

THAT WHEREAS, the Party herein is the owner of certain tracts of land as depicted on the Plat of the Agricultural Division of Kenneth (Shorty) Gribbins Estate, of record in Plat Cabinet 4, Slide 853, in the office of the Marion County Clerk, and of record in Plat Cabinet 19, Slot 64, in the office of the Nelson County Clerk, and

WHEREAS, pursuant to said Plat, there is a thirty foot (30') wide access Road A ("Access Road") adjacent to Tracts 10, 11 & 12, and which the Access Easement is more particularly described upon the aforementioned Plat, being designated thereon as thirty foot (30') Access Road A, and

WHEREAS, the Party herein agrees to share the cost of construction and that said Access Road shall be equally maintained by all purchasers of Tracts 10, 11 & 12, and

NOW, THEREFORE, in consideration of the premises recited above, the Estate hereby creates and establishes the Access Road. The Estate hereby imposes the following covenants, conditions, agreements and stipulations concerning said Access Road in order to assure and make provision for the future use and maintenance thereof by the owners of the Tracts comprising the property, and their respective heirs, successors and assigns as follows:

1. That the Access Road is hereby created and established for the free, unimpeded and unobstructed ingress/ egress use to the Tracts serviced by the Access Road, the same

being Tracts 10, 11 & 12 as shown on the aforementioned Plat, all for the use and benefit of the present and future owners and occupants of the Tracts, their successors and assigns, their respective guests and invitees. This shall covenant the land in the event additional tracts are subdivided from the original division.

2. That the rights in and to such Access Road shall be joint among the owners of the Tracts served thereby, with no individual Tract having any greater interest than the remaining Tracts.
3. Future owner(s) shall equally share in the cost of the construction and maintenance of Access Road. However, any tract owner who causes damage to said Access Road due to removal of timber or a construction project shall be responsible for returning said Roadway to original condition.
4. By accepting delivery of a deed, every person purchasing or acquiring said property or a tract or division thereof, consents to the jurisdiction and venue of the appropriate civil court in Marion County, Kentucky and consents to all provisions of this Agreement.
5. Each tract owner will purchase and receive a deed to an undivided one-third (1/3) interest in the Access Easement for each tract purchased of Tracts 10, 11 & 12 as set out above.

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

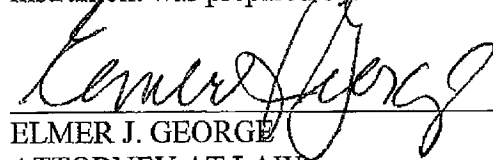
IN WITNESS WHEREOF, the parties here have hereunto set their hands this the day and year first above written.

THE ESTATE OF KENNETH (SHORTY) GRIBBINS

\_\_\_\_\_  
BY: JAMES DONALD GRIBBINS  
Co-Executor

\_\_\_\_\_  
BY: LINDA GRIBBINS BURRESS  
Co-Executor

This is to certify that the foregoing  
Instrument was prepared by:

  
\_\_\_\_\_

ELMER J. GEORGE  
ATTORNEY AT LAW  
105 WEST MAIN STREET  
LEBANON, KENTUCKY 40033  
270-692-2161

**ROAD AND MAINTENANCE AGREEMENT  
FOR ACCESS ROAD "A"**

This Roadway Maintenance Agreement made and concluded at Lebanon, Marion County, Kentucky, this \_\_\_\_ day of April, 2018, by and between THE ESTATE OF KENNETH GRIBBINS, deceased, of 3470 Gap Knob Road, New Hope, Kentucky 40052.

W I T N E S S E T H :

THAT WHEREAS, the Party herein is the owner of certain tracts of land as depicted on the Plat of the Agricultural Division of Kenneth (Shorty) Gribbins Estate, of record in Plat Cabinet 4, Slide 853, in the office of the Marion County Clerk, and of record in Plat Cabinet 19, Slot 64, in the office of the Nelson County Clerk, and

WHEREAS, pursuant to said Plat, there is a thirty foot (30') wide Access Road C ("Access Road") adjacent to Tracts 37 & 38, and which the Access Easement is more particularly described upon the aforementioned Plat, being designated thereon as thirty foot (30') Access Road A, and

WHEREAS, the Party herein agrees to share the cost of construction and that that said Access Road shall be equally maintained by all purchasers of Tracts 37 & 38, and

NOW, THEREFORE, in consideration of the premises recited above, the Estate hereby creates and establishes the Access Road. The Estate hereby imposes the following covenants, conditions, agreements and stipulations concerning said Access Road in order to assure and make provision for the future use and maintenance thereof by the owners of the Tracts comprising the property, and their respective heirs, successors and assigns as follows:

1. That the Access Road is hereby created and established for the free, unimpeded and unobstructed ingress/ egress use to the Tracts serviced by the Access Easement, the same being Tracts 37 & 38 as shown on the aforementioned Plat, all for the use and

benefit of the present and future owners and occupants of the Tracts, theirs, successors and assigns, their respective guests and invitees. This shall covenant the land in the event additional tracts are subdivided from the original division.

2. That the rights in and to such Access Road shall be joint among the owners of the Tracts served thereby, with no individual Tract having any greater interest than the remaining Tracts.
3. Future owner(s) shall equally share in the cost of the construction and maintenance of Access Road. However, any tract owner who causes damage to said Access Road due to removal of timber or a construction project shall be responsible for returning said Roadway to original condition.
4. By accepting delivery of a deed, every person purchasing or acquiring said property or a tract or division thereof, consents to the jurisdiction and venue of the appropriate civil court in Marion County, Kentucky and consents to all provisions of this Agreement.
5. Each tract owner will purchase and receive a deed to an undivided one-half (1/2) interest in the Access Easement for each tract purchased of Tracts 37 & 38 as set out above.

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

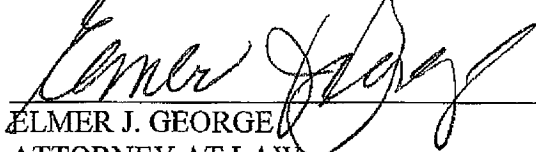
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THE ESTATE OF KENNETH (SHORTY) GRIBBINS

\_\_\_\_\_  
BY: JAMES DONALD GRIBBINS  
Co-Executor

\_\_\_\_\_  
BY: LINDA GRIBBINS BURRESS  
Co-Executor

This is to certify that the foregoing  
Instrument was prepared by:



\_\_\_\_\_  
ELMER J. GEORGE  
ATTORNEY AT LAW  
105 WEST MAIN STREET  
LEBANON, KENTUCKY 40033  
270-692-2161

**ROAD AND MAINTENANCE AGREEMENT  
FOR ACCESS ROAD "B"**

This Roadway Maintenance Agreement made and concluded at Lebanon, Marion County, Kentucky, this \_\_\_\_ day of April, 2018, by and between THE ESTATE OF KENNETH GRIBBINS, deceased, of 3470 Gap Knob Road, New Hope, Kentucky 40052.

WITNESSETH:

THAT WHEREAS, the Party herein is the owner of certain tracts of land as depicted on the Plat of the Agricultural Division of Kenneth (Shorty) Gribbins Estate, of record in Plat Cabinet 4, Slide 853, in the office of the Marion County Clerk, and of record in Plat Cabinet 19, Slot 64, in the office of the Nelson County Clerk, and

WHEREAS, pursuant to said Plat, there is a variable width Access Road B ("Access Road") adjacent to Tracts 33, 34, 35 & 36, and which the Access Easement is more particularly described upon the aforementioned Plat, being designated thereon as variable width Access Road B, and

WHEREAS, the Party herein agrees to share the cost of construction and that that said Access Road shall be equally maintained by all purchasers of Tracts 33, 34, 35 & 36, and

NOW, THEREFORE, in consideration of the premises recited above, the Estate hereby creates and establishes the Access Road. The Estate hereby imposes the following covenants, conditions, agreements and stipulations concerning said Access Road in order to assure and make provision for the future use and maintenance thereof by the owners of the Tracts comprising the property, and their respective heirs, successors and assigns as follows:

1. That the Access Road is hereby created and established for the free, unimpeded and unobstructed ingress/ egress use to the Tracts serviced by the Access Road, the same

being Tracts 33, 34, 35 & 36 as shown on the aforementioned Plat, all for the use and benefit of the present and future owners and occupants of the Tracts, theirs, successors and assigns, their respective guests and invitees. This shall covenant the land in the event additional tracts are subdivided from the original division.

2. That the rights in and to such Access Road shall be joint among the owners of the Tracts served thereby, with no individual Tract having any greater interest than the remaining Tracts.
3. Future owner(s) shall equally share in the cost of the construction and maintenance of Access Road. However, any tract owner who causes damage to said Access Road due to removal of timber or a construction project shall be responsible for returning said Roadway to original condition.
4. By accepting delivery of a deed, every person purchasing or acquiring said property or a tract or division thereof, consents to the jurisdiction and venue of the appropriate civil court in Marion County, Kentucky and consents to all provisions of this Agreement.
5. Each tract owner will purchase and receive a deed to an undivided one-fourth (1/4) interest in the Access Easement for each tract purchased of Tracts 33, 34, 35 & 36 as set out above.

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties here have hereunto set their hands this the day and year first above written.

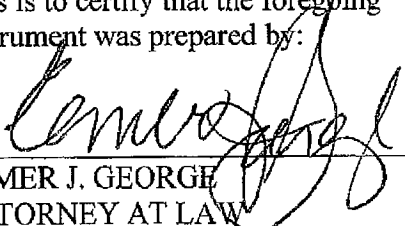


THE ESTATE OF KENNETH (SHORTY) GRIBBINS

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BY: JAMES DONALD GRIBBINS  
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