

PRIVATE ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

This **PRIVATE ROADWAY EASEMENT AND MAINTENANCE AGREEMENT** made and entered into this _____ day of _____, 2023, by and between **DAVID L. HAWKINS**, of 190 Cane Run Cemetery Road, Munfordville, Kentucky, 4275, hereinafter referred to as SELLER, and _____, of _____, hereinafter referred to as TRACT OWNER;

WITNESSETH:

THAT WHEREAS, certain land has been subdivided, as shown by Plat recorded in Plat Cabinet _____, Slide _____, in the Hart County Court Clerk's Office, and the SELLER's source of title to said land is by Deed recorded in Deed Book _____, Page _____, duly recorded in the office of the aforesaid Clerk, and which is incorporated by reference herein and;

WHEREAS, the SELLER desires to create a private roadway easement for ingress and egress to the various tracts shown on the abovesaid Plat.

NOW, THEREFORE, the SELLER hereby creates a private roadway easement as follows:

There is granted herein a private roadway easement for ingress and egress over the property designated as Existing Road as shown on Plat of record in Plat Cabinet _____, Slide _____, in the office of the aforesaid Clerk.

The Existing Road shall be for the purpose of ingress and egress from the public road to the subdivided tracts for the owners, their heirs, assigns and invitees to freely pass over said private roadway easement for ingress and egress to Tracts 1 through 6 as shown on the aforesaid Plat.

In order to provide for the future construction and maintenance of Existing Road, the SELLER does hereby establish said easement as shown on the aforesaid Plat and does hereby impose the following covenants and stipulations on the properties served by the roadway.

This Private Roadway Easement and Maintenance Agreement shall be binding upon the successors and assigns of the SELLER on Tracts 1 through 6. This agreement shall also be binding in the event that additional tracts are subdivided from the original division.

1.) Each of the tracts included in this Division served by the road shall be subject to an annual maintenance charge of \$250.00 per year. The charge shall become due and payable first upon delivery of deed by SELLER to TRACT OWNER and again on January 1st of each year thereafter. It is the intention of the SELLER that each new TRACT OWNER pay the maintenance charge first on delivery of deed and next on the following January 1st each and every January 1st thereafter. Each household established on a tract above one shall count as an additional tract for road assessment purposes.

2.) The SELLER shall act as the Improvement Committee (hereinafter "Committee") and shall have all the powers and duties of the Committee. Upon delivery of two-thirds (2/3) of the deeds of the tracts on the Plat referenced above, the SELLER shall appoint an owner

of the division of land to serve as Chairperson of the Committee. The SELLER will thereafter assign all rights and responsibilities hereunder to the Committee. The SELLER shall have no further liability or responsibility hereunder to the Committee.

3.) The Committee shall exercise those duties and functions set forth in this Agreement. The Committee shall propose to the TRACT OWNERS reasonable rules and regulations for its operation and may employ such agents as will enable it to carry out the provisions of this agreement. The TRACT OWNERS shall have one vote per maintenance fee paid as required in paragraph 1 above. A quorum shall be 51% of the votes entitled to be cast by the TRACT OWNERS. The Committee may call a meeting of the TRACT OWNERS by sending ten (10) day advance written notice to each person entitled to vote. The rules and regulations shall be effective upon approval of the voting TRACT OWNERS at a properly called meeting. The rules and regulations of the Committee may be enforced by law or equity as part of this Private Roadway Easement and Maintenance Agreement. Any vacancy on the Committee shall be filled by a majority vote of TRACT OWNERS as provided by rules adopted for the Conduct of Business of the Committee. If at least 40% of the TRACT OWNERS wish to increase or decrease the maintenance charge, they may petition the Committee for such an increase or decrease. The increase shall be approved by at least 51% of the TRACT OWNERS that have a right to vote at a meeting of the TRACT OWNERS. In no event, however, shall the annual maintenance charge for any year be an amount greater than \$500.00 without the approval of 100% of the TRACT OWNERS. The Committee may take action to enforce any part of this Private Roadway Easement and Maintenance Agreement through its Chairperson.

4.) By accepting delivery of a deed, every person purchasing or acquiring said property or a tract or subdivision thereof consents to the jurisdiction and venue of the appropriate civil court in Hart County, Kentucky, and consents to all provisions of this Agreement. Non-payment of a fee by any lot owner of record shall entitle the Committee to file a lien on the particular lot in question, when payment is one year late, said lien shall begin bearing interest at the legal interest rate then prevailing. The lien shall remain in full force and effect for a period not to exceed fifteen (15) years unless sooner paid. If legal action becomes necessary to enforce any provision of this Private Roadway Easement and Maintenance Agreement, including the collection of the maintenance charge, the offending TRACT OWNER or other offending party shall pay the Committee's reasonable attorney fees, court costs, and other expenses incurred for such enforcement.

5.) The Chairperson of the Committee shall provide an annual report of income and expenses to TRACT OWNERS no later than March 31st of each year.

6.) The Committee shall collect and apply the funds arising from maintenance charges towards construction and maintenance expenses incurred for, but not limited to, the following purposes:

- a.) For improving, cleaning, maintaining, and construction of a road to the public road maintained for the general use of the owners and/or occupants of land described in the original tracts;
- b.) For the operation and maintenance of any storm water drains now or hereinafter constructed on said tracts and the mowing and cleaning of road right of way; and
- c.) For legal expenses and costs in enforcement of street damage or any matter affecting the road providing access to the tracts described herein.

7.) The Committee need not duplicate and is not obligated to provide any service provided by some public or governmental agency or authority.

8.) The terms and conditions of this Private Roadway Easement and Maintenance Agreement are perpetual and shall be covenants running with the land.

9.) The aforesaid road may be dedicated to public use upon the affirmative written approval of at least 51% of the TRACT OWNERS and subject to approval of the Hart County Fiscal Court. A TRACT OWNER is considered any owner that is required to pay the \$250.00 annual road maintenance fee as set out in Paragraph 1 above.

IN TESTIMONY WHEREOF Witness the names of the parties hereunto subscribed the day and date hereinabove written.

DAVID L. HAWKINS, Seller

Printed Name: _____
TRACT OWNER

COMMONWEALTH OF KENTUCKY
COUNTY OF HART

SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me by DAVID L. HAWKINS to be his true act and deed on this the _____ day of _____, 2023.

NOTARY PUBLIC, State at Large
NOTARY ID# _____
My Commission expires: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF HART

SUBSCRIBED, SWORN TO, and ACKNOWLEDGED before me by
_____ to be his/her true act and deed on this the _____ day of
_____, 2023.

NOTARY PUBLIC, State at Large

NOTARY ID# _____

My Commission expires: _____

PREPARED BY:

JUSTIN BAIRD
ATTORNEY AT LAW
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