

ACCESS EASEMENT

THIS DEED OF EASEMENT made and entered into this 23rd day of October, 2023, by and between **Mira L Pickett**, single, having a mailing address of 402 Scruggs Lane, Frankfort, Kentucky 40601 ("First Party"), and the **Julian M Carroll**, single, whose address is 406 Scruggs Lane, Frankfort, Kentucky 40601 ("Second Party"), **Kenneth M Carroll and Virginia T Carroll**, husband and wife, whose address is 408 Scruggs Lane, Frankfort, Kentucky 40601 ("Third Party"), **John Bradley Carroll**, single, **Clayton Russell Carroll**, single, and **Emma Dance Carroll, nka Emma Roberts**, married, whose address is P O Box 1491, Frankfort, Kentucky 40601, and **Ernest Scott May and Clinton B Cropper**, a married couple, whose address is 325 Ewing Street, Frankfort, Kentucky 40601 ("Fourth Parties")

WITNESSETH

That for and in consideration of the sum of **ONE DOLLAR (\$1 00)** cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the First Party, Second Party and Third Party, the First Party does hereby grant, convey, bargain, sell, and confirm unto the Second, Third and Fourth Parties, their heirs, subdividees, successors and assigns, and the Second and Third Parties do hereby grant, convey, bargain, sell and confirm unto the First and Fourth Parties, the perpetual right to ingress and egress over and across that certain existing twenty (20') foot wide gravel and paved road as shown on Exhibit A and the right and permanent easement to reconstruct, maintain, operate, repair and replace said roadway and all other necessary appurtenances thereto, with perpetual right to ingress and egress, along, in, over, upon and under the following described real property located in Franklin County, Kentucky, together with all other rights, easements, privileges and appurtenances in or to said lands, which may be required to the full enjoyment of the rights herein granted,

together with the right to assign or grant partially or wholly to others, the right or license to use the easement herein granted or any part thereof for the uses and with rights herein specified

Said access easement is more particularly shown

- 1 On the Boundary Retracement Survey as a "Gravel Driveway" and "20' Permanent Easement" of record in Plat Cabinet K, Slide 120 in the office of the Franklin County Clerk
- 2 On the JMC Partnership plat as "Existing Drive" of record in Plat Cabinet F, Slide 786 in the office aforesaid
- 3 On the Boundary Survey for JMC Partnership plat as "Existing Drive" of record in Plat Cabinet F, Slide 489 in the office aforesaid
- 4 On the Minor Subdivision Plat of Jim and Mira Picket Farm as "Existing 20' Gravel Road" of record in Plat Cabinet E, Slide 488 in the office aforesaid

SEE ALSO ATTACHED EXHIBIT A

Being a part of the same property conveyed to the Mira L Pickett and James C Pickett, II, wife and husband, by deed dated May 21, 1986 of record in Deed Book 339, page 588 in the office of the Franklin County Clerk James C Pickett, II died testate a resident of Franklin County, Kentucky and his interest in said property vested in Mira L Pickett by virtue of the survivorship clause in said deed See also Will of record in Will Book 70, page 749 in the office aforesaid, and

Being a part of the same property conveyed to Julian M Carroll and Kenneth M Carroll and Virginia T Carroll, his wife, by deed dated December 20, 2019 of record in Deed Book 590, page 654 in the office aforesaid

The dominant tenements receiving the benefit of this Easement are described as follows

Myra L Pickett, First Party

Being a part of the same property conveyed to the Mira L Pickett and James C Pickett, II, wife and husband, by deed dated May 21, 1986 of record in Deed Book 339, page 588 in the office of the Franklin County Clerk James C Pickett, II died testate a resident of Franklin County, Kentucky and his interest in said property vested in Mira L Pickett by virtue of the survivorship clause in said deed See also Will of record in Will Book 70, page 749 in the office aforesaid,

Julian M Carroll, Second Party

- 1 Being the same or part of the same property conveyed to Julian M Carroll, by deed dated December 20, 2019 of record in Deed Book 590, page 654 in the office of the Franklin County Clerk
- 2 Being the same or part of the same property conveyed to Julian M Carroll, by deed dated December 20, 2019 of record in Deed Book 590, page 651 in the office of the Franklin County Clerk
- 3 Being the same or part of the same property conveyed to Julian M Carroll, by deed dated November 9, 1984 of record in Deed Book 329, page 692 in the office of the Franklin County Clerk

- 4 Being the same or part of the same property conveyed to Julian M Carroll, by deed dated December 20, 2019 of record in Deed Book 590, page 648 in the office of the Franklin County Clerk
- 5 Being the same or part of the same property conveyed to Julian M Carroll, by deed dated December 18, 2015 of record in Deed Book 558, page 787 in the office of the Franklin County Clerk

Kenneth M Carroll and Virginia T Carroll, Third Party

- 1 Being the same or part of the same property conveyed to Kenneth M Carroll and Virginia T Carroll, by deed dated December 20, 2019 of record in Deed Book 590, page 654 in the office of the Franklin County Clerk
- 2 Being the same or part of the same property conveyed to Kenneth M Carroll and Virginia T Carroll, by deed dated December 20, 2019 of record in Deed Book 590, page 651 in the office of the Franklin County Clerk
- 3 Being the same or part of the same property conveyed to Kenneth M Carroll and Virginia T Carroll, by deed dated July 24, 2001 of record in Deed Book 452, page 328 in the office of the Franklin County Clerk
- 4 Being the same or part of the same property conveyed to Kenneth M Carroll and Virginia T Carroll, by deed dated December 20, 2019 of record in Deed Book 590, page 648 in the office of the Franklin County Clerk

- 5 Being the same or part of the same property conveyed to
Kenneth M Carroll and Virginia T Carroll, by deed dated
December 18, 2015 of record in Deed Book 558, page 771
in the office of the Franklin County Clerk

**John Bradley Carroll, single, Clayton Russell Carroll, single,
and Emma Dance Carroll, nka Emma Roberts, Fourth Party**

- 1 Being the same or part of the same property conveyed to
John Bradley Carroll, single, Clayton Russell Carroll,
single, and Emma Dance Carroll, single, by deed dated
December 18, 2015 of record in Deed Book 558, page 754
in the office of the Franklin County Clerk

Ernest Scott May and Clinton B Cropper, Fourth Party

- 1 Being the same or part of the same property conveyed to
Ernest Scott May and Clinton B Cropper, a married
couple, by deed dated July 8, 2022 of record in Deed Book
614, page 8 in the office of the Franklin County Clerk
- 2 Being the same or part of the same property conveyed to
Ernest Scott May and Clinton B Cropper, a married
couple, by deed dated June 5, 2023 of record in Deed Book
621, page 124 in the office of the Franklin County Clerk

The parties hereto, their heirs, successors, and assigns, shall jointly maintain the
roadway as a gravel roadway and equally share in the cost of maintenance, repair and
replacement of same

The Easement and rights granter herein shall be permanent and perpetual, and, together with the rights and benefits thereof, shall (i) run with and benefit the dominant tenement Properties, and (ii) inure to the benefit of dominant tenement Properties (as the owner of the dominant tenement properties) and their grantees, successors and assigns. The Easement and the rights granted herein, together with the burdens thereof and obligations associated therewith, shall also (i) run with and burden the Easement Area, and (ii) bind the servient tenement properties (as the owner of the Easement Area) and its grantees, successors and assigns. Each instrument which conveys, grants, transfers, creates or assigns any interest in any portion of the servient tenement properties shall be deemed to assign, as an appurtenance, the right to the use and benefit of the Easement and rights granted herein (whether or not the instrument of conveyance expressly assigns such rights). Each instrument which conveys, grants, transfers, creates or assigns any interest in all or any portion of the Easement Area shall be deemed to impose as a limitation or restriction upon the entire or such portion of the Easement Area, the burden of the Easement and rights granted herein and the obligations associated therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

The servient and dominant tenants, heirs, successors or assigns shall have the right to fully use and enjoy the said premises, except for the rights and privileges hereinbefore granted to the dominant tenement properties, provided, however, that no buildings, structures or improvements shall be erected upon said right of way, that the use of said premises shall at all times be subject to such acts and uses by the dominant tenement properties as may be necessary for the purposes herein set forth.

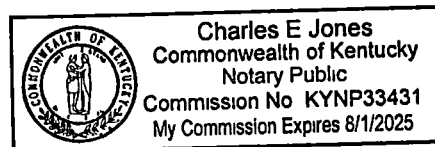
IN TESTIMONY WHEREOF, witness the Grantor's signature on this day and
year first written above

Mira L Pickett
Mira L Pickett

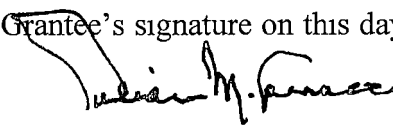
STATE OF KENTUCKY)
)
COUNTY OF FRANKLIN)

On this 26th day of October, 2023, before me, a Notary Public, within and for
the County and State aforesaid, personally appeared Mira L Pickett, as Grantor

[Signature]
NOTARY PUBLIC, State at Large
My Commission Expires 8-1-2025



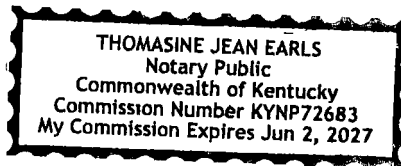
IN TESTIMONY WHEREOF, witness the Grantee's signature on this day and year first written above

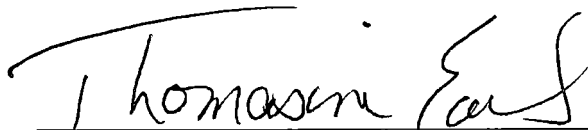


Julian M. Carroll

STATE OF KENTUCKY)
)
COUNTY OF FRANKLIN)

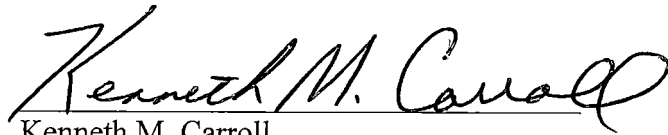
On this 21 day of October, 2023, before me, a Notary Public, within and for the County and State aforesaid, personally appeared Julian M. Carroll, as Grantee





NOTARY PUBLIC, State at Large
My Commission Expires 6/2/27

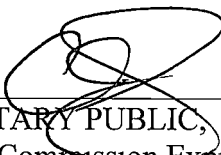
IN TESTIMONY WHEREOF, witness the Third Party's signature on this day and year
first written above

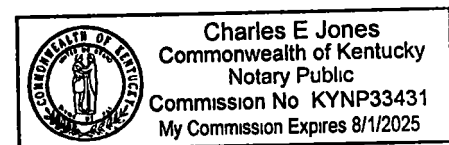

Kenneth M Carroll


Virginia T Carroll

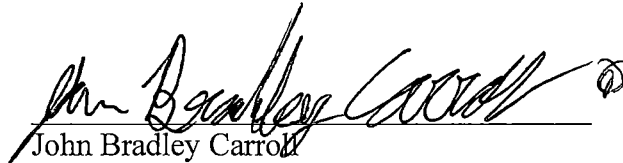
STATE OF KENTUCKY)
)
COUNTY OF FRANKLIN)

On this 23 day of October, 2023, before me, a Notary Public, within and for
the County and State aforesaid, personally appeared Kenneth M Carroll and Virginia T
Carroll, husband and wife, as Third Parties

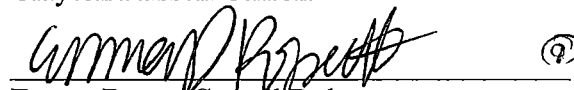

NOTARY PUBLIC, State at Large
My Commission Expires 8-1-2025



IN TESTIMONY WHEREOF, witness the Grantee's signature on this day and year first
written above

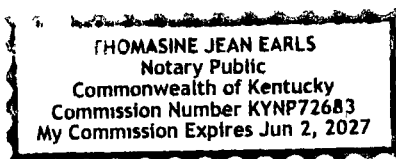

John Bradley Carroll

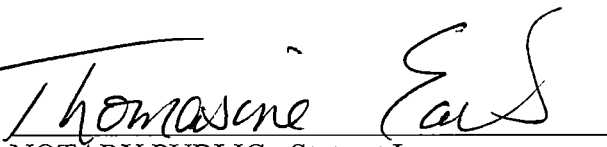

Clayton Russell Carroll

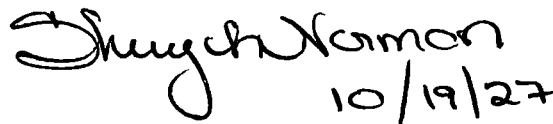

Emma Dance Carroll Roberts

STATE OF KENTUCKY)
)
COUNTY OF FRANKLIN)

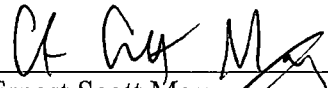
On this 21 day of October, 2023, before me, a Notary Public, within and for
the County and State aforesaid, personally appeared John Bradley Carroll, Clayton
Russell Carroll, Emma Dance Carroll Roberts, as Grantees




NOTARY PUBLIC, State at Large
My Commission Expires 6/2/27


10/19/27

IN TESTIMONY WHEREOF, witness the Grantee's signature on this day and year first
written above


Ernest Scott May

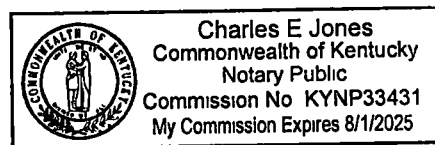

Clinton B Cropper

STATE OF KENTUCKY)
)
COUNTY OF FRANKLIN)

On this 15th day of October, 2023, before me, a Notary Public, within and for
the County and State aforesaid, personally appeared Ernest Scott May and Clinton B
Cropper, a married couple, as Grantees


NOTARY PUBLIC, State at Large

My Commission Expires 8-1-2025



THIS INSTRUMENT PREPARED BY



Charles E. Jones

McNamara & Jones
315 High Street
Frankfort, Kentucky 40601
502-875-8808

20' EASEMENT

BRIDGE

207.60'
N43°06'44"E

PAVED DRIVE

65.61'
S34°47'03"WSCRUGGS LANE
(10' PAVEMENT)N87°11'23"E
Solves into Vented

ROCK WALL

TRACT 3
PC E/488

EXISTING DRIVE

SCRUGGS LANE
(10' PAVEMENT)TRACT 2
PC E/488

Found Property corner not by Griseat

TRACT 1
PC E/488

20' EASEMENT

20' EASEMENT