

MAILED TO:
PREPARER

DEED OF RIGHT OF WAY EASEMENT

THIS DEED OF RIGHT OF WAY EASEMENT made as of this

9 day May

2024 by and between:

179 HAMILTON COURT, LLC
6030 Oak Leaf Circle
Sebring, Florida 33867

GRANTOR

And

CITY OF HUNTERS HOLLOW
A Kentucky Home Rule Municipality
11300 Angelina Road
Louisville, Kentucky 40229

GRANTEE

WITNESSETH:

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, a right of way easement over, under and through a strip of land for the purpose of providing access to public property owned by the Grantee for the maintenance of said real estate and appurtenances including ingress and egress to and from said Grantee real estate. Said strip of land is located in Bullitt County, Kentucky and is located on the real estate described as follows:

Beginning at an iron pin, said pin being located in the east property line of the City of Hunters Hollow N 71° 02' 14" W 51.27' from an iron pin in the centerline of Hamilton Court as depicted on plat recorded in Deed Book 333 Page 268, thence with the east property line of the City of Hunters Hollow N 41° 00' 28" E 50.00' to a point, thence S 72° 36' 08" E 133.82' to an iron pion, thence S 63° 57' 46" W 70.71' to an iron pin, thence N 71° 02' 14" W 51.27' to the point of beginning.

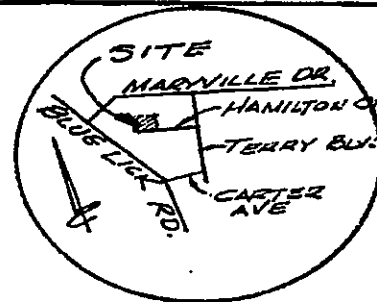
Being the same property conveyed 179 Hamilton Court, LLC by Duwayne Wilkins, et al, by deed dated May 26, 2004, recorded in Deed Bok 616 Page 090, in the Bullitt County Clerk's Office.

MARK E. EDISON
ATTORNEY AT LAW
178 COMBS COURT
SHEPHERDSVILLE
KENTUCKY 40165
502-543-5616
502-955-6586

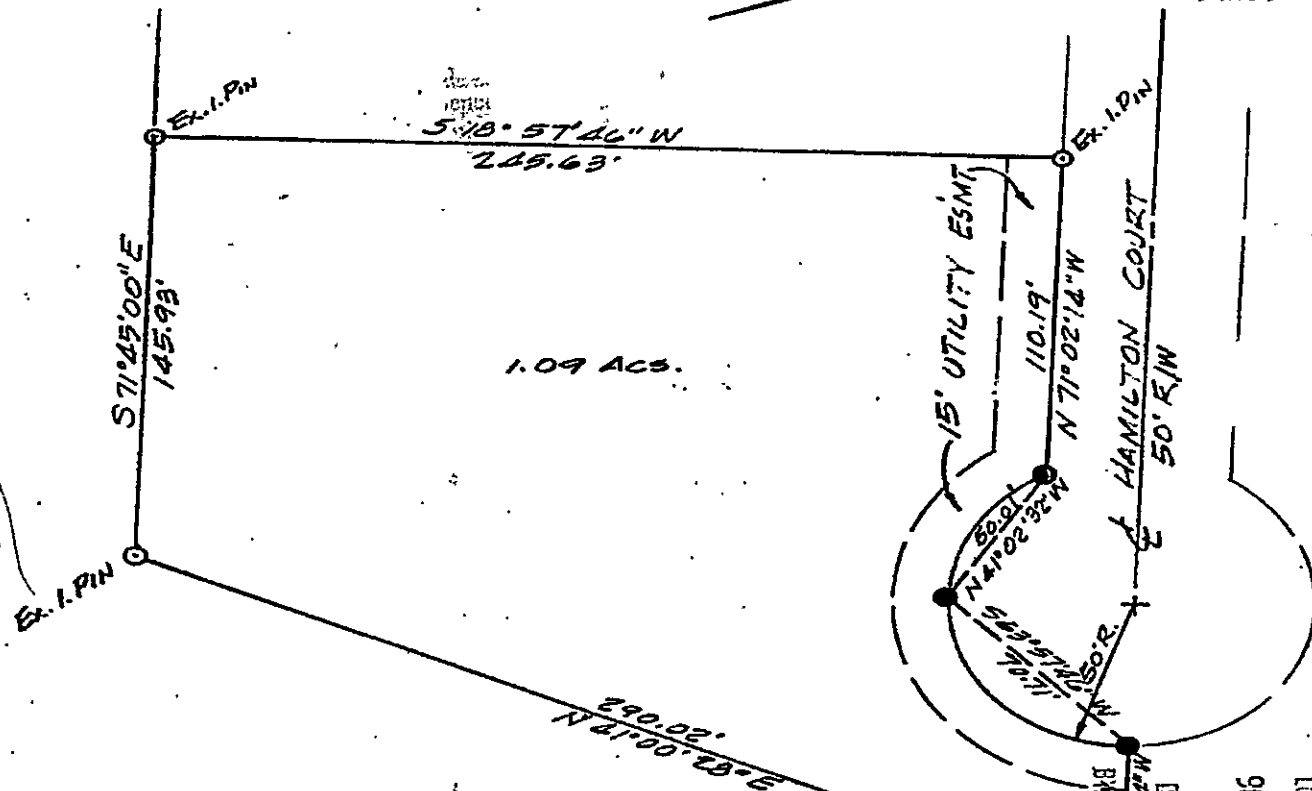
BULLITT COUNTY
D1113 PG157

Bullitt County Planning & Zoning

This is in an approved
end part I-L



VICINITY MAP
N.T.S.



I, the undersigned certify that North Central Enterprises, Inc. is the owner of the land shown on this plat.

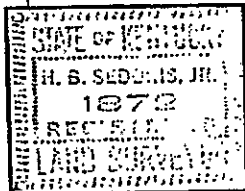
NORTH CENTRAL ENTERPRISES, INC.

BY Charles L. Hamilton
Charles L. Hamilton, President

THE 1.09 AC. TRACT SHOWN
HEREON IS NOT LOCATED IN
FLOOD HAZARD AREA ACCORDING
TO FLOOD PLANE MAPPING.

ENGINEER'S CERTIFICATION

I hereby certify that this plat depicts a survey made under my supervision, by the method of random traverse, the bearings & distances shown hereon have been adjusted for closure. This survey meets or exceeds the minimum standards of governing authorities.



Registered Land Surveyor No. 1872

LEGEND

● - IRON PIN SET ON THIS SURVEY

PORTION OF 9.93 AC. TRACT
SOUTH LOUISVILLE IND. PARK
D.B. 296, P. 667

BOUNDARY SURVEY

FOR: NORTH CENTRAL ENTERP, INC
HAMILTON COURT
BULLITT COUNTY, KY

SEDORIS & ASSOCIATES, INC.
CONSULTING ENGINEERS

P.O. BOX 710

222 BUCKMAN STREET
MILLE, KY 40185

Scale: 1" = 50'

Date: 8-31-70

| | | | |
|--------|----|----------------|----|
| 0 | 25 | 50 | 75 |
| FLD BK | | JOB NO 9011 | |

REV. 7-4-90

42388

This DEED made and entered into this 7th day of September, 1990 by and between NORTH CENTRAL ENTERPRISES, INC., a Kentucky Corporation, 1000 Buckman Street, Shepherdsville, Kentucky 40165, first party and CAROLYN R. WILKINS and her husband DUWAYNE WILKINS, 149 Lee Villa Court, Shepherdsville, Kentucky 40165, second parties and the BULLITT COUNTY BANK, a Kentucky Corporation, Buckman Street, Shepherdsville, Kentucky 40165, third party.

WITNESSETH: The first party hereby certifies the total purchase price and consideration for this conveyance is the sum of \$29,000.00, the receipt of which is hereby acknowledged,

The first party hereby sells and conveys, with covenant of general warranty, unto the second parties, for and during their joint lives, with remainder in fee simple to the survivor of them, the following described real estate located in Bullitt County, Kentucky;

Commencing at a point in the centerline of Maryville Drive, thence South 18-56-49 West, 425.03 feet along West line of Terry Blvd. to an iron pin; thence South 18-57-46 West, 250.00 feet to a point; thence with North line of Hamilton Court, North 71-02-14 West, 351.50 feet to true point of beginning; thence with said line North 71-02-14 West, 110.19 feet to a point, said point being the beginning point of a circle with a 50.00 foot radius and subtended by the following chords: North 41-02-32 West, 50.01 feet to a point; thence South 63-57-46 West, 70.71 feet to a point; thence North 71-02-14 West, 51.27 feet to a point; thence North 41-00-28 East, 290.02 feet to a point; thence South 71-45-00 East, 145.93 feet to a point; thence South 18-57-46 West, 245.63 feet to point of beginning and containing 1.09 acres, as shown by survey of H. B. Sedoris, Jr. dated August 31, 1990 and revised September 4, 1990.

Being part of the same property conveyed to NORTH CENTRAL ENTERPRISES, INC. by J. Chester Porter as Trustee of the Estate of Thelma Lee, by deed dated September 2, 1987, recorded in Deed Book 296 Page 667 in the office of the Clerk of the Bullitt County Court.

The first party further covenants it is lawfully seized of the estate herein conveyed with the full right and power to convey same in fee simple and there are no encumbrances against same except easements and restrictions of record, Zoning Regulations of Bullitt County and the following restrictions;

1. DEFINITIONS. As used herein the following terms shall have the following meanings:

- (a) "Developer" shall mean North Central Enterprises, Inc., a Kentucky Corporation, and any such person or persons to whom it may expressly assign all or any part of its rights as the developer under these Restrictions.
- (b) "Improvements" shall mean and include, but not be limited to,

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all buildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas and facilities, signs, utilities, lawns, hedges, plantings, landscaping, waterlines, sewers, electrical and gas distribution facilities, and all structures of any type or kind located on a Site.

(c) "Occupant" shall mean any party having a legal or equitable interest in, or a possessory right to, a Site.

(d) "Property" shall mean the real property described herein.

(e) "Site" shall mean all contiguous portions of the Property under one ownership.

2. IMPROVEMENTS. Any building constructed on any Site shall have exterior walls of brick, stone, brick veneer, stone veneer, glass, metal or concrete block, or such other material as may be approved in writing by the Developer or such agent or successor as it may designate. If metal or block construction is approved for use, the front elevation wall and 20 feet of depth on each side wall shall be 60% or more brick masonry or such other material as has been approved in writing by the Developer. No agricultural or pole-barn type buildings are permitted.

3. SITE DEVELOPMENT. No Improvements shall be constructed, installed, erected, placed, modified, altered or added to any Site until the plans and specifications therefor, including the materials to be used, a detailed landscape plan and a plot plan showing the location, grade and elevation of the Improvements, have been submitted to and approved in writing by the Developer. The approval of the developer shall be based, among other things, on (i) the adequacy of Site dimensions, (ii) storm drainage, (iii) conformity and harmony of external design with neighboring structures, improvements, operations and uses, (iv) relation of topography, grade and finished ground elevation of the Site being improved to that of neighboring Sites, (v) proper facing of main elevation with respect to nearby streets, and (vi) the conformity of the design and materials to the purpose, general plan, terms, conditions, and intent of these Restrictions.

4. BUILDING COVERAGE. No building shall cover more than 50% of the total area of any Site.

5. MINIMUM LOT SIZE. The minimum lot size on a Site shall be 40,000 SF with a minimum road frontage of 130 feet.

6. SET BACKS. Any building (having been approved in writing by the Developer) which may be erected on any Site shall be set back such minimum distance of twenty-five (25) feet from abutting dedicated right-of-way and five (5) feet from any rear or side property line, or as required by the regulations of the City of Hillview and the Bullitt County Planning Commission, whichever is the more restrictive.

7. PARKING. No parking shall be permitted upon any roadway, street or major road on any portion of the Property. No part of a Site in front of the building thereon shall be utilized for parking, except that in front of each building, but behind the building limit line, there may be paved parking area to accommodate the number of visitors' passenger automobiles reasonably anticipated considering the use of the building in question, and the grade for such paved parking area in front of a building must be approved in writing by the Developer.

8. PAVING OF SITE. Parking, loading and unloading areas shall be paved with asphalt, concrete, or such other year-round surface material as approved in writing by the Developer and shall, except as provided in paragraph 7, be located at the rear or on a side of the building and shall not face the street, unless permission to do so is granted in writing by Developer. Required

LAND CONVEYANCE FORM
DELIVERED TO P V A
SEP. 10 1980

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SHEPHERDSTOWN,
KENTUCKY 40165
502 - 343-5516
502 - 955-5556

surfacing of the loading and unloading areas shall be completed within eighteen (18) months from date of building occupancy; required surfacing of all parking areas shall be completed as soon as reasonably possible after building occupancy.

9. MAINTENANCE OF SITE. The Occupant of a Site shall, at all times, (i) keep the Site and the Improvements located thereon in a safe, clean and attractive condition, (ii) comply in all respects with all governmental, health, fire and police requirements and regulations, and (iii) remove, at its expense, any rubbish of any character whatsoever which may accumulate on the Site. All unimproved areas located on a Site shall be landscaped adequately and attractively with lawn, trees and shrubs and other plantings in accordance with the plan submitted to and approved by the Developer pursuant to the terms of these Restrictions. The removal of undergrowth, grass, weeds, debris, rubbish, trash, excess dirt, industrial waste, garbage and any other unsightly material from the Site shall be performed by the Occupant at its expense. In the event the Occupant fails to comply with any or all of the foregoing requirements, the Developer may, after reasonable notice to the Occupant, enter upon the Site and take such action as may be necessary to comply with the foregoing requirements, including, but not limited to, the removal and disposal of such undergrowth, grass, weeds, debris, rubbish, trash, excess dirt, industrial waste, garbage or other unsightly material, all at the Occupant's expense.

10. OUTSIDE STORAGE. Outside storage (including refuse containers) is permitted provided it shall be concealed from public view by shrubbery, hedge, or other aesthetically pleasing architectural design; all plans for outside storage must be approved in writing by the Developer and must be consistent with the regulations of the City of Hillview and the Bullitt County Planning Commission.

11. EASEMENTS. The Occupant of a Site shall execute all easements reasonably necessary and required by the Developer or any utility company for the further development of the Property and the adjoining property of the Developer provided that such easements do not unreasonably interfere with the Occupant's use and/or development of the Site. These easements may (i) be for gas, sewer, water, drainage, telephone and electrical facilities, (ii) include reasonably necessary rights to cut down or trim trees, and (iii) contain such other limitations on construction or improvement of the portion of the Site covered by the easement as be reasonably necessary or required.

12. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, shack, garage, barn or other outbuilding shall be situated on any Site at any time either temporarily or permanently, except during the construction period.

13. TERM; RESTRICTIONS RUN WITH LAND.

(a) Unless cancelled, altered or amended under the provisions of this paragraph 13, these Restrictions are to run with the land and shall be binding on all parties claiming under them for a period of twenty-five (25) years from the date these Restrictions are recorded, after which time they shall be extended automatically for successive periods of ten years, unless there is recorded in the appropriate governmental office an instrument signed by the then owners of more than 50% of the Property (based on the number of square feet owned as compared to the total number of square feet in the Property) agreeing to cancel, alter, modify or amend these Restrictions in whole or in part.

(b) These Restrictions may be cancelled, altered, modified and amended by the Developer at any time, and from time to time, as long as the Developer owns any part of the Property; provided, however, any alteration, modification or amendment

made by the Developer shall not (i) apply retroactively, (ii) be less restrictive than the restrictions set forth herein, and (iii) shall be consistent with the general purpose of these Restrictions in maintaining and promoting the value of the Property. In addition, these Restrictions may be cancelled, altered, modified or amended at any time by the affirmative action of the fee owners of 75% or more of the Property (based on the number of square feet owned as compared to the total number of square feet contained in the Property); provided, however, that so long as the Developer owns any part of the property, no such termination, extension, modification or amendment shall be effective without the written approval of the Developer.

- (c) No cancellation, alteration, extension, modification or amendment of these Restrictions shall be effective until the proper written instrument as required by these Restrictions has been executed, acknowledged and recorded in the office of the Clerk of Bullitt County, Kentucky.

14. ASSIGNMENT OF DEVELOPER'S RIGHTS AND DUTIES. Any and all rights, powers and reservations of the Developer herein contained may be assigned by the Developer to any person, corporation or association which will assume the duties of the Developer pertaining to the particular rights, power and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, such person, corporation or association shall, to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are given and assumed by the Developer herein. If at any time the Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed in the same manner as these Restrictions may be cancelled, altered, modified or amended under Paragraph 13(b) of these Restrictions.

15. MISCELLANEOUS.

- (a) Every person who now or hereafter owns or acquires any right, title or interest in or to any Site or any portion thereof is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to these Restrictions is contained in the instrument by which such person acquired an interest in the Site or a portion thereof.
- (b) The paragraph headings used herein are inserted for convenience only and are not intended to be part of these Restrictions or to in any way define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- (c) If any provision of these Restrictions is held to be invalid by any Court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.
- (d) The Developer may at any time, or from time to time, during the term of these Restrictions add to the Property which is covered by these Restrictions and, upon recording of an instrument incorporating such additional property into the Property, the covenants contained in these Restrictions shall apply to the additional property in the same manner as if it were originally covered by these Restrictions and, thereafter, the rights, powers and responsibilities of the parties subject to these Restrictions with respect to the additional property shall be the same as with respect to

the Property and, likewise, the rights, privileges, duties and liabilities of the Occupants of the additional property or any portion thereof shall be the same as the Occupants of the Property.

The third party herein, the Bullitt County Bank, enters into this deed to release and it does hereby release its mortgage recorded in Mortgage Book 238 Page 33 in the office of the Clerk of the Bullitt County Court, on the within described real estate and no further.

The parties hereto state the consideration reflected in this deed is the full consideration paid for the property. The Grantees sign this deed for the sole purpose of certifying the consideration pursuant to KRS 382.

IN TESTIMONY WHEREOF witness the hands of the parties hereto this day and year first herein written, by and through the authorized officers of said Corporations and by the authority vested in said officers as duly authorized by the Board of Directors of said Corporations.

NORTH CENTRAL ENTERPRISES, INC.

BY Charles Hamilton
CHARLES HAMILTON, President

Carolyn R. Wilkins
CAROLYN R. WILKINS

BULLITT COUNTY BANK

BY Laymon Phelps
LAYMON PHELPS
Senior Vice President &
Chief Executive Officer

Duwayne Wilkins
DUWAYNE WILKINS

STATE OF KENTUCKY

COUNTY OF BULLITT

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing Deed and Consideration Certificate was acknowledged and sworn to before me this 7th day of September, 1990 by CHARLES HAMILTON, President of NORTH CENTRAL ENTERPRISES, INC., A Kentucky Corporation, Grantor, to be his true act and deed and the true act and deed of said Corporation.


Mark E. Edison
Notary Public, State of Ky. at Large
My commission expires: July 14, 1991

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ATTORNEY AT LAW
312 BUCKMAN STREET
SHEPHERSVILLE,
KENTUCKY 40165
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STATE OF KENTUCKY
COUNTY OF BULLITT

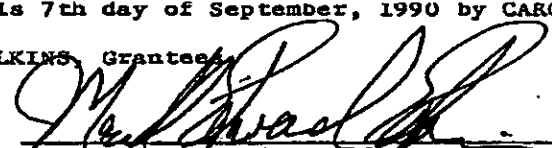
I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State and acknowledged by LAYMON PHELPS, Senior Vice President and Chief Executive Officer of the BULLITT COUNTY BANK, A Kentucky Corporation, party thereto, to be his true act and deed and the true act and deed of said Corporation.

Witness my hand this 7th day of September, 1990



Notary Public, State of Ky. at Large
My commission expires: July 14, 1991

STATE OF KENTUCKY
COUNTY OF BULLITT

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify the foregoing Consideration Certificate was acknowledged and sworn to before me this 7th day of September, 1990 by CAROLYN R. WILKINS and her husband, DUWAYNE WILKINS, Grantees.


Notary Public, State of Ky. at Large
My commission expires: July 14, 1991

Instrument created by


MARK E. EDISON
Attorney at Law
216 South Buckman Street
Shepherdsville, Kentucky 40165

MARK E. EDISON
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