

43
AFTER RECORDING RETURN TO
BORDERS & BORDERS, ATTORNEYS
920 DUPONT ROAD
LOUISVILLE, KY 40207

DEED OF EASEMENT

BOOK 172 PAGE 101

172x10

Know all men by these presents that, whereas Jimmy D. Strader, of 1525 Sandy Creek Road, Morgantown, KY 42261, hereinafter called the Grantor, is the owner of the following described real estate, to wit:

a certain lot of land located approximately 8 miles south of Morgantown, Kentucky, and situated on the west side of Kentucky Highway No. 1153, and further described as follows, to-wit:

Beginning at an iron pin in the west right of way line of Kentucky Highway #1153, being the northeast corner of the tract herein conveyed and the southeast corner of Tract I; thence with the mouth line of Tract I, N 68 degrees 35 minutes W 1974.15 feet to an iron pin, a new corner to Edgar Mathis Kitchens, and being the southwest corner of Tract I; thence on a new line for Kitchens, S 15 degrees 33 minutes E 250.32 feet to an iron pin and S 687 degrees 35 minutes E 1810.11 feet to an iron pin in the west right of way line of Kentucky Highway No. 1153; thence with said right of way of said Highway N 21 degrees 35 minutes E 81.7 feet to an iron pin and N 27 degrees 33 minutes E 119.47 feet to the beginning, containing 8.687 acres. This description is pursuant to survey performed by Gary Sloan, Kentucky Registered Land Surveyor #2081, on June 30, 1987.

Being the same property conveyed to Grantor by deed dated December 10, 2002 and recorded in Deed Book 171, Page 266, in the office of the Clerk aforesaid.

WHEREAS, Joseph K. Bradshaw, Co-Trustee, Louetta Bradshaw, Co-Trustee, Richard A. Bradshaw and Lianne Bradshaw, herein called the grantees, are the owners of real estate lying West of and contiguous to said real estate of grantor, and

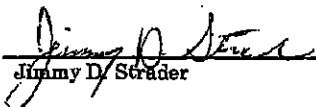
WHEREAS, the grantees desire to have access across grantor's property to grantee's property for ingress and egress, as noted on Exhibit A, the attached survey.

NOW, therefore, in consideration of the sum of One Dollar received to their full satisfaction of the grantees the grantor does hereby grant to the grantees their heirs and assigns, a perpetual easement over grantor's property and contiguous to the roadway for grantee's, as shown as hatched area on Exhibit A, the attached survey. Said roadway is limited to only the area noted on Exhibit A, the attached survey.

Said roadway includes the right of ingress and egress over Grantor's property to and from the roadway for construction, operation, maintenance, repair and reconstruction of the roadway, or any and all utilities including but not limited to water. No structure shall be placed in, on, over or under said roadway which will obstruct the purpose or maintenance of said roadway.

Provided, however, these presents shall not be deemed to include or grant ⁸⁰⁰ any right, title, interest, claim or demand in or to said real estate of the grantors other than the right granted herein. 100

Grantees agree that they will not harm or damage grantors' property and will pay Grantors for any and all damages if any and will leave in place Grantor's property in the same condition as existed before making needed repairs or construction. IN WITNESS WHEREOF, the said Jimmy D. Strader, has hereunto set her hand this the 16 day of Feb, 2003.

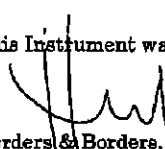

Jimmy D. Strader

State of Kentucky
County of Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me this 16 day of February, 2003, by Jimmy D. Strader.


Notary Public, State at Large, KY
My Commission Expires: 11-3-06

This Instrument was Prepared By:


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