

Lot 13/14 Glen

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DEED OF EASEMENT

This Deed of Easement is made and entered into as of July 18, 2005, by and between GLENMARY RIDGE, LLC, a Kentucky limited liability company, 6060 Dutchmans Lane, Louisville, Kentucky 40205 ("Grantor") and GLENMARY RIDGE, LLC, a Kentucky limited liability company, 6060 Dutchmans Lane, Louisville, Kentucky 40205 (Grantee").

WHEREAS, Grantor owns certain real property ("Lot 14") in Jefferson County, Kentucky, more particularly described as follows:

BEING Lot 14, Glenmary Estates, (Section 19 of Glenmary), plat of which is of record in Plat and Subdivision Book 49, Page 26, in the office of the Clerk of Jefferson County, Kentucky.

BEING part of the property conveyed to Glenmary Ridge, LLC, by deed dated November 1, 2002, of record in Deed Book 7994, Page 976, in the office of the Clerk of Jefferson County, Kentucky.

WHEREAS, Grantee owns certain real property ("Lot 13") in Jefferson County, Kentucky, more particularly described as follows:

BEING Lot 13, Glenmary Estates, (Section 19 of Glenmary), plat of which is of record in Plat and Subdivision Book 49, Page 26, in the office of the Clerk of Jefferson County, Kentucky.

BEING part of the property conveyed to Glenmary Ridge, LLC, by deed dated November 1, 2002, of record in Deed Book 7994, Page 976, in the office of the Clerk of Jefferson County, Kentucky.

WHEREAS, Grantor and Grantee desire to establish an easement across a portion of Lot 14 for a driveway that will exclusively serve Lot 13;

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants and conveys to Grantee, and Grantee's successors in ownership of Lot 13, for the benefit of, appurtenant to and running with Lot 13, a perpetual, exclusive easement over a portion of Lot 14, in the location shown by diagonal lines on Exhibit A, labeled "Driveway Easement Area". Grantee may use the easement area for the construction, installation, location, maintenance, repair and replacement of a driveway, and for pedestrian and vehicular ingress and egress and parking in the Driveway Easement Area, and for no other purposes. The easement may be used by the owner from time to time of Lot 13 and such owner's tenants, guests, invitees and contract purchasers. Grantee is fully responsible for the maintenance and repair of the driveway located in the Driveway Easement Area. Further, the owner from time to time of Lot 13, by accepting a deed to Lot 13, agrees to and shall defend, indemnify and hold harmless the owner of Lot 14 from and against any and all claims, damages, liability, cost and expenses resulting from the use of the Driveway Easement Area by the then owner of Lot 13, and the owner of Lot 13 shall ensure that the homeowners liability insurance policy for Lot 13 includes the driveway and the Driveway Easement Area. This easement shall run with the land and shall bind Grantor (but only during the period of its ownership of Lot 14) and Grantor's successors in ownership of Lot 14, and shall benefit Grantee, and Grantee's successors in ownership of Lot 13.

WITNESS the signatures of Grantor and Grantee on the above date.

GRANTOR:
GLENMARY RIDGE, LLC

By: [Signature]
Title: Member

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GRANTEE:
GLENMARY RIDGE, LLC

By: *James A. Pope*
Title: Member

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 18, 2005, by James A. Pope, as Member of Glenmary Ridge, LLC, a Kentucky limited liability company, on behalf of the company.

Donna M. Hudman
Notary Public
Commission expires: 1-27-2009



COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 18, 2005, by James A. Pope, as Member of Glenmary Ridge, LLC, a Kentucky limited liability company, on behalf of the company.

Donna M. Hudman
Notary Public
Commission expires: 1-27-2009

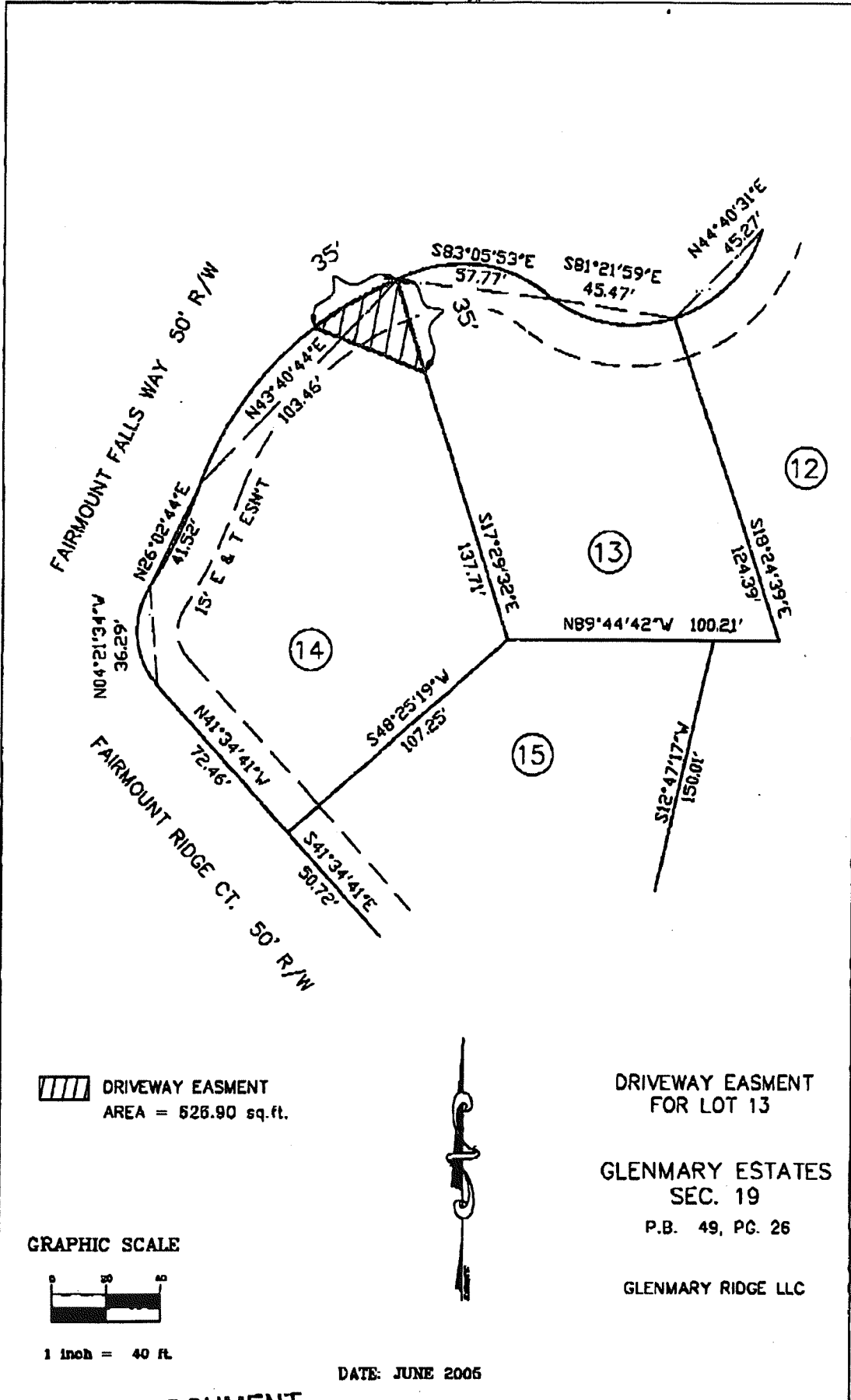


This instrument prepared by

David B. Buechler
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Transfer Tax: .00
County Clerks: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerks: LATRIL

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