

THIS SITE LIES WITHIN THE FLOYDS FORK OVERLAY DISTRICT. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 3, SECTION 1 OF THE LAND DEVELOPMENT CODE.

BEARING DATUM: THE BEARING DATUM FOR THIS BOUNDARY SURVEY IS BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM SINGLE ZONE HORIZONTAL DATUM NAD83 2011, GEOID12A, ESTABLISHED BY USING A JAVAD LS ROVER AND JAVAD TRIUMPH 2 BASE.

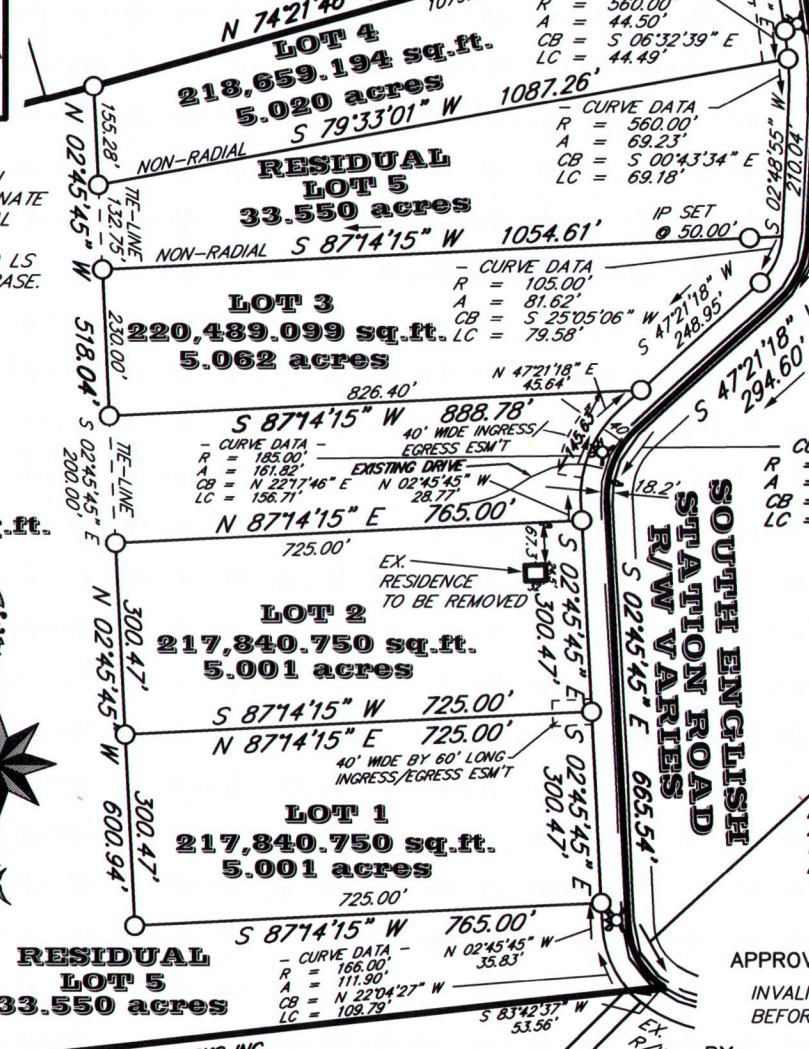
THIS SITE LIES WITHIN THE KARST TERRAIN AREA. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE LAND REQUIREMENTS OF CHAPTER 4, SECTION 9 OF THE LAND DEVELOPMENT CODE.

RESIDUAL LOT 5 1,461,423.757 sq.ft. 33.550 acres

Note: Total site area including R/W to be dedicated is 21.785 acres

THIS SITE IS NOT LOCATED WITHIN THE 100 YEAR FLOOD ELEVATION PER FEMA FLOOD MAP NO. 21111C0066E, DATED DEC. 5, 2006.

BRUCE E. BOBO & KATHERINE LE RAYE BUNN D.B. 5729, PAGE 253



R/W TO BE DEDICATED 74,095.908 sq.ft. 1.701 acres

CURVE DATA - R = 600.00' A = 121.85' CB = S 03°00'10" E LC = 121.64'

CURVE DATA - R = 560.00' A = 44.50' CB = S 06°32'39" E LC = 44.49'

CURVE DATA - R = 560.00' A = 69.23' CB = S 00°43'34" E LC = 69.18'

CURVE DATA - R = 145.00' A = 112.72' CB = S 25°05'06" W LC = 109.90'

CURVE DATA - R = 145.00' A = 126.83' CB = S 22°17'46" W LC = 122.83'

CURVE DATA - R = 126.00' A = 116.04' CB = S 29°08'49" E LC = 111.99'

7.9.90 Certificate of Residual Land The residual land herewith being subdivided is in a single parcel of 55.334 acres PER DEED designated as Residual and has frontage of 685.63 feet (REMAINING) on which is a public way.

Matthew D. Sibole Land Surveyor

LAND SURVEYOR'S CERTIFICATE I, MATTHEW D. SIBOLE, HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY, AND I FURTHER CERTIFY THAT THIS PLAT AND SURVEY WERE MADE UNDER MY SUPERVISION ON MAY 9TH, 2016, AND THAT THE DIRECTIONAL AND LINEAR MEASUREMENTS AS WITNESSED BY MONUMENTS SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SURVEY WAS MADE BY THE METHOD OF RTK GPS PROCEDURES. THE RELATIVE PRECISION ACCURACY OF THIS SURVEY IS NO MORE THAN 0.05" FOR ANY ONE LINE SHOWN ON THIS PLAT. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES FOR A CLASS "A" SURVEY.

Matthew D. Sibole 8-19-16 DATE Licensed Professional Land Surveyor # 3869

THIS SURVEY IS SUBJECT TO ALL LEGAL ROADWAYS, EASEMENTS, AND RIGHT OF WAYS, IF ANY, WHETHER SHOWN HEREON OR NOT.

LEGEND O DENOTES: 1/2" REBAR SET WITH GREEN PLASTIC CAP STAMPED "M. SIBOLE 3869"

STATE OF KENTUCKY MATTHEW D. SIBOLE 3869 LICENSED PROFESSIONAL LAND SURVEYOR REVISED 8/16/16 PER COMMENTS

RAYMOND K. GILLILAND MINOR SUBDIVISION PLAT

PURPOSE: SUBDIVIDE 5 LOTS FROM A 55.334 AC. TRACT SITE ADDRESS: 2402 S. ENGLISH STATION ROAD

ZONING: R4 FORM DISTRICT: NEIGHBORHOOD

PROPERTY BELONGING TO RAYMOND K. & EVELYN MILNER GILLILAND 32 SOCIAL COVE DALLAS, GEORGIA 30132

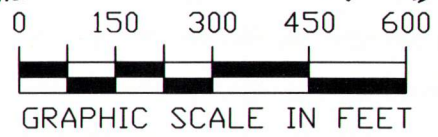
FIRE DISTRICT: EASTWOOD DEED BOOK 10396, PAGE 771 TAX BLOCK 41, LOT 26

THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150

LOCATED ALONG THE WEST SIDE OF SOUTH ENGLISH STATION RD 1806'+/- SOUTH OF REHL ROAD, JEFFERSON COUNTY, KY

CERTIFICATE OF APPROVAL APPROVED THIS ___ DAY OF ___ 2016. INVALID IF NOT RECORDED BEFORE THIS DATE: ___

BY: LOUISVILLE METRO PLANNING COMMISSION APPROVAL SUBJECT TO ATTACHED CERTIFICATES. SPECIAL REQUIREMENT(S) CASE NO. 16MINORPLAT1108



SCALE: 1" = 300' DATE: 7/29/16 DWN BY: M.D.S. JOB NO.: 16020



MATTHEW SIBOLE SURVEYING PROUDLY SERVING ALL OF KENTUCKY P.O. BOX 1008 BRANDENBURG, KENTUCKY 40108 270-422-7737

CERTIFICATE OF OWNERSHIP AND DEDICATION:

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of Raymond K. Gilliland & Evelyn Milner Gilliland by Deed Book 10396, Page 771 and does hereby dedicate to public use all of that 1.701 acres as shown on the minor subdivision plat as R/W to be dedicated.

Raymond K. Gilliland 8/20/16
Raymond K. Gilliland (Owner) Date

Evelyn M. Gilliland 8/20/16
Evelyn Milner Gilliland (Owner) Date

ZONING CERTIFICATE

With the exception of those existing encroachments which are not affected by the actions of this plat and are noted hereon, We hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon are in compliance with all of the provisions of the Form District Regulations. With the exception of those encroachments noted on the face of the plat, any such buildings or improvements not in compliance with the Form District Regulations have been granted all necessary variances by the Board of Zoning Adjustments as described in Docket No. N/A or documentation of the existence of the buildings or improvements prior to the adoption of the applicable regulation has been submitted to Planning Commission staff.

Raymond K. Gilliland 8/20/16
Raymond K. Gilliland (Owner) Date

Evelyn M. Gilliland 8/20/16
Evelyn Milner Gilliland (Owner) Date

CERTIFICATE OF ACKNOWLEDGEMENT:

Commonwealth of Kentucky
County of Jefferson

I, Samuel Plymale, a Notary Public in and for the County aforesaid do hereby certify that the foregoing plat of Raymond K. Gilliland & Evelyn Milner Gilliland by Deed Book 10396, Page 771 was this day presented to me by Raymond + Evelyn Gilliland known to me, who executed these Certificates in my presence and acknowledges it to be their free act and deed.

Witness my hand and seal this 20 day of August, 2016.
My commission expires: 10 day of May, 2017.

Samuel Plymale
Notary Public



Reciprocal Access Easement and Maintenance Agreement

This Reciprocal Access Easement Agreement (the "Agreement") is made and entered into this _____ day of _____, 2016, by Owner, Raymond K. & Evelyn Milner Gilliland with their mailing address being 32 Social Cove, Dallas, Georgia 30132 ("**Grantor**"), and Raymond K. & Evelyn Milner Gilliland with their mailing address being 32 Social Cove, Dallas, Georgia 30132 ("**Grantee**") (collectively, "**Parties**").

Recitals:

- A. Grantor is the owner of Lot 1-5 as shown on an approved Minor Subdivision Plat prepared by Matthew Sibole Surveying and last dated August 16, 2016 and attached hereto as "Exhibit A" ("Lot 1-5")
- B. Grantee is the owner of Lot 1-5 as shown on a Minor Subdivision Plat dated August 16, 2016 and attached to Deed Book _____, Page _____ in the Office of the Clerk of Jefferson County ("Lot 1-5"), and attached hereto as Exhibit "A".
- C. The parties wish to create a reciprocal access easement of the adjoining property line as specified as Private Access Easement for shared access between Lot 1 and Lot 2 as shown in Exhibit A, between Residual Lot 5 and Lot 3, between Lot 4 and Residual Lot 5 as shown on Exhibit A.

Agreement:

Now, Therefore, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties stipulate as follows:

1. **Dedication of Reciprocal Access Agreement.** The Parties hereby grant a non-exclusive perpetual access easement on, over and across all paved driving and parking areas of Lot 1 and Lot 2 and Residual Lot 5 and Lot 3, and between Lot 4 and Residual Lot 5 as shown in Exhibit A for the use and benefit of the owners, employees, agents, customers, tenants, licensees and invitees of Lot 1, Lot 2, Lot 3, Lot 4 and the Residual Lot 5 (The "Reciprocal Access Easement").
2. **Responsibility for Maintenance.** The Parties shall share equally in the cost of maintaining the Reciprocal Access Easement. The Parties shall maintain the Reciprocal Access Easement in a residential reasonable manner so as to keep it negotiable by vehicular traffic, and free of obstructions and debris including snow and ice. The paved driveway and parking areas are not to be maintained by the public.
3. **Indemnity.** The Parties hereby agree to indemnify and hold harmless one another from and against all losses, damages, judgments, claims, actions, demands and liabilities incurred by the other resulting from or arising out of the use of the Reciprocal Access Agreement by such lot owner and their invitees and licensees or guests, and all costs and expenses incident thereto including, without limitation, all attorneys' fees.
4. **Miscellaneous.**
 - a. **This agreement shall be a covenant running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.**
 - b. This agreement has been made and delivered, and shall be performed in, governed and construed in accordance with the laws of the Commonwealth of Kentucky.
 - c. This agreement contains the entire understanding among the parties hereto pertaining to its subject matter and supersedes all other understand, both writing and oral, between and among them regarding the subject matter hereto.
 - d. This Agreement may be amended only by written document signed by both parties and recorded in the office of the Jefferson County Clerk but any amendment to the access easement shall also be approved by the Louisville Metro Planning Commission.

In Witness Whereof, the Parties have executed this Agreement as of the date first written above.

By:
Witness

Commonwealth of Kentucky
County of Jefferson

The foregoing Reciprocal Access Easement Agreement was acknowledged before this this 20
day of August, 2016 by Raymond K. Gilliland and Evelyn Milner Gilliland Grantor's.

Witness my hand and seal this 20 day of August, 2016.
My commission expires: 10 day of May, 2017.

Samuel Plymal
Notary Public

Grantor:

By: Raymond K. Gilliland
Raymond K. Gilliland (Grantor)

By: Evelyn M. Gilliland
Evelyn Milner Gilliland (Grantor)

Commonwealth of Kentucky
County of Jefferson

The foregoing Reciprocal Access Easement Agreement was acknowledged before this this 20
day of August, 2016 by Raymond K. Gilliland and Evelyn Milner Gilliland Grantee's.

Witness my hand and seal this 20 day of August, 2016.
My commission expires: 10 day of May, 2017.

Samuel Plymal
Notary Public

Grantee:

By: Raymond K. Gilliland
Raymond K. Gilliland (Grantee)

By:
Evelyn Milner Gilliland (Grantee)

