

Ingress/Egress Crossover Easement Agreement

This Reciprocal Access Easement Agreement ("the "Agreement") is made and entered into this 18th day of December, 2021 by Vest & Vest, LLC, with the principle residence at 3007 Sprowl Road, Louisville, KY. 40299, referred to as (The owner of Lot 1 and Lot 2.

Recitals:

- A. The owner of Lot 1 as shown on the Minor Plat submitted for approval per Case #21-MPLAT-0196 prepared by Willett & Assocs. Land Surveying Inc. attached to this Minor Plat document on page 1 of 4.
- **B.** The owner of Lot 2 as shown on the Minor Plat submitted for approval per Case #21-MPLAT-0196 prepared by Willett & Assocs. Land Surveying Inc. attached to this Minor Plat document on page 1 of 4.
- C. The parties wish to create a reciprocal Crossover/Access easement over the Easterly area of Lot 2 where the existing blacktop drive is located and shown on the Minor Plat.

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 a Reciprocal Crossover/Access Easement Agreement. The Parties hereby grant a nonexclusive perpetual Ingress/Egress Crossover easement on, over and across the Blacktop Drive as shown on the attached Minor Plat on page 1 of 4, for the use and benefit of the owners, and invitees of Lot 1.
- a. This easement can't be modified or amended without the prior approval of the Louisville Metro Planning Commission.
- b. This easement is not dedicated for public use, and cannot be dedicated to or maintained by the public except by agreement of the parties, and only with the approval of the Louisville Metro Planning Commission after finding that it meets all standards for a newly created public road.

Director of Planning and Design Services 4444 South Fifth Street Louisville, KY. 40202

- 2. Responsibility for Maintenance. The parties shall equally share in the cost of maintaining the Reciprocal Ingress/Egress Crossover Easement in a reasonable manner so as to keep it negotiable by vehicular traffic and free of obstructions and debris including snow and ice.
- 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 Ingress/Egress Crossover 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 by 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 understanding both written and oral, between and among them regarding the subject matter hereto.

In Witness Whereof, the Owners of Lot 1 and Lot 2 have executed this Agreement as of the date first written above.

Vest & Vest, LLC, Larry E. Vest Agent

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

12-14-2023

My Commission expires:

Differ to the

This Instrument prepared by:

(Signature)

Todd K. Willett

7329 Saint Andrews Church Road

Louisville, Ky. 40214

502-368-6272

CERTIFICATE OF A 10' PRIVATE SEWER EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged by Vest & Vest, LLC, **GRANTOR** hereby grant to Vest & Vest, LLC, **(GRANTEE)** and their successors and assigns a perpetual easement on, over and under strips of land and spaces as defined and marked "10' Private Sanitary Sewer Easement" on the plat attached hereto.

This grant is made on the following terms:

- 1. **GRANTEE** has the right of ingress and egress over **GRANTOR'S** property to and from the Easement at all times for the purpose of constructing, operating, maintaining, repairing and Reconstructing sanitary sewers and related equipment, structures of materials, hereinafter Referred to as appurtenances.
- 2. Nothing shall be placed in, on, over or under the 10' private sanitary sewer easement which Will obstruct of interfere with the purpose of said easement.
- 3. The **GRANTOR** covenants that he is lawfully seized of the property through which the 10' Private sanitary sewer easement is granted and that he has full right and power to convey the Same and said property is free from all encumbrances, except current taxes and restrictions and/or mortgages of record.
- 4. The **GRANTEE** covenants that it will assume full responsibility for claims resulting from Damage to any land, improvement, or the environment within or outside the 10' private sanitary sewer easement granted herein, or to any land or improvement used for ingress to such easement, caused by **GRANTEE** during construction, operation, maintenance, repair or reconstruction of said sanitary sewers, and appurtenances <u>unless</u> damage is cause by the placing of any structure within of outside the easement in violation of this certificate, in such case no liability will be assumed by **GRANTEE**.

| IN TESTIMONY WHEREOF, witness the signature day of Seemler, 20 2. | GRANTOR Vest & Vest, LLC, Larry E. Vest |
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| COMMONWEALTH OF KENTUCKY COUNTY OF JEFFERSON Subscribed and sworn to before me by | Larry E. Vest this 18th |
| IN TESTIMONY WHEREOF, witness the signature day of hereway, 20_2(| e of the GRANFOR on this |
| COMMONWEALTH OF KENTUCKY COUNTY OF JEFFERSON | |
| Subscribed and sworn to before me by day of | arry E Vest, this 28th, |
| My Commission Expires: 1274-202 | 3 |