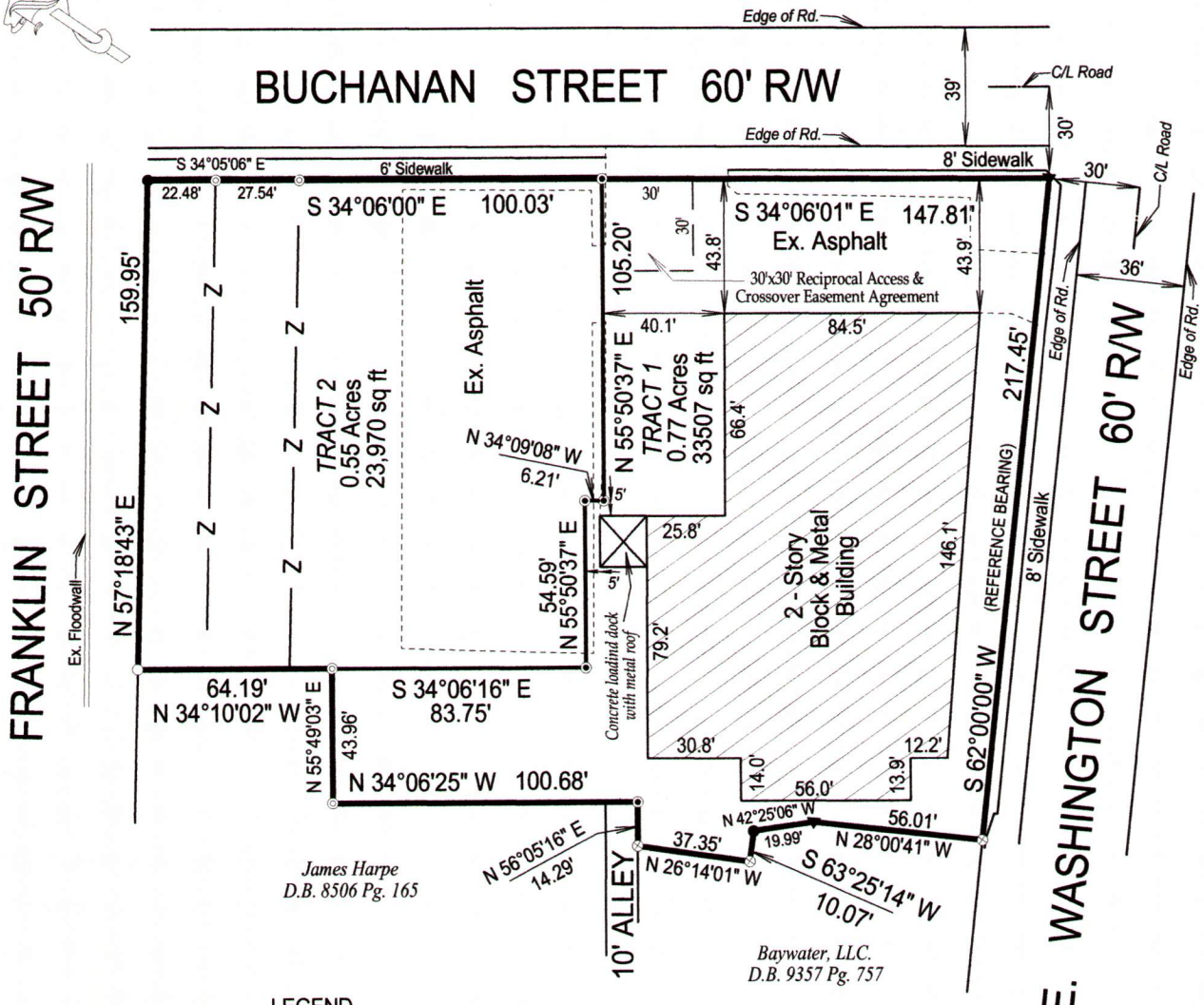
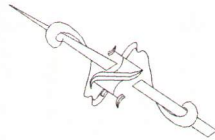
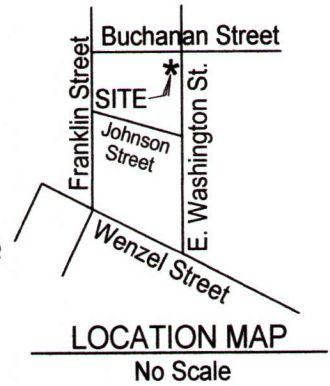


**NOTES:**

1. Site is subject to all right-of-ways, easements and restrictions of record or implied.
2. The surveyor did not make a search for easements, encumbrances, restrictions, ownership title evidence or other records that a complete and accurate title search may disclose.
3. The certification of this survey is made of this date and is subject to any future facts that more accurately describe or establish the boundary shown herein.
4. Surrounding owner information is shown per PVA records.
5. This site is located in Zone X per Firm Map 21111C0026 E dated 5 December 2006 and is not located within a 100 year flood plain (0.1% chance). Flood Plain Certification is restricted to a review of the firm and shall not be construed as a confirmation or denial of flooding potential.
6. Access / Shared Parking provided per crossover access agreement to be recorded with this plat.

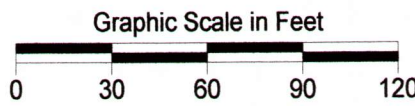
7. The basis of bearing was taken Minor Plat recorded in Deed Book 8491 page 54 and is S 62 deg. 00 min. 00 sec. W along the North line of E. Washington St. (as shown).

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- LEGEND**
- = Existing 1/2" Rebar
  - = Existing 5/8" Rebar
  - ▲ = Existing 1" Pipe
  - ⊕ = Existing 1" Pinched Pipe
  - ⊙ = Existing 1/2" Rebar with cap stamped "ARMSTRONG #329"
  - ⦿ = Set 1/2" Rebar with cap stamped "SCHROLL 3570"

STATE OF KENTUCKY  
 WILLIAM D. SCHROLL, III  
 3570  
 LICENSED PROFESSIONAL LAND SURVEYOR



**LAND SURVEYORS CERTIFICATE**

I hereby certify that the survey depicted by this plat was done by persons under my direct supervision on September 5, 2016 by the method of random traverse. The unadjusted closure was 1 in 14,158 and was not adjusted. The survey as shown hereon is an "Urban" Class Survey and the accuracy and precision of said survey meets all the specifications of this class.

William D. Schroll III \_\_\_\_\_ Date \_\_\_\_\_  
 Professional Land Surveyor, Kentucky Registration No. 3570

**CERTIFICATE OF APPROVAL**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Invalid if not recorded by this date: \_\_\_\_\_

By: \_\_\_\_\_  
 Louisville Metro Planning Commission  
 Approval Subject to attached certificates.

Special Requirements \_\_\_\_\_  
**DOCKET NO.** \_\_\_\_\_

**MINOR SUBDIVISION PLAT**

To Shift Property Line

**PROPERTY OWNERS INFORMATION**  
 Owner: JABB LLC  
 Owners Address: 1057 E. Washington Street  
 Louisville, Ky. 40206-1848

**PROPERTY INFORMATION**  
 Address: 1057 E. Washington Street &  
 148 Buchanan Street &  
 150 Buchanan Street  
 Louisville, Ky. 40206

Legal: Deed Book 9834, Pg. 148  
 Tax Block 019G, Lot 130, Lot 150 & Lot 151  
 Zoning: CM, R6 Form District: TN  
 Date: 9/08/16 Scale 1" = 60' Job No. 1927-16

**SCHROLL LAND SURVEYING LLC.**  
 5450 Southview Dr., LOUISVILLE, KY. 40214  
 Phone: 502-367-7660  
 Mobile: 502-594-6773

## Reciprocal Access & Crossover Easement Agreement

This Crossover Access Easement Agreement (“the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by JABB LLC, a Kentucky Limited Liability Company with its principle office at 1057 E. Washington Street, Louisville, KY. 40206, referred to as (The owner of Tract 1) and JABB LLC, a Kentucky Limited Liability Company with its principle office at 1057 E. Washington Street, Louisville, KY. 40206, referred to as (The owner of Tract 2).

### Recitals:

- A. The owner of Tracts 1 & 2 as shown on the Minor Plat submitted for approval per Case #16MINORPLAT1134 prepared by Schroll Land Surveying LLC, attached to this document.
- B. The parties wish to create a Crossover Reciprocal Access Easement Agreement over the property shown on the Minor Plat submitted for approval per Case #16MINORPLAT1134 prepared by Schroll Land Surveying LLC, to be used as Ingress & Egress for Tracts 1 & 2.

### 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 Crossover Access Easement Agreement.** The Parties hereby grant a nonexclusive perpetual crossover access easement agreement over and across the area designated as a 30 feet by 30 feet shared drive agreement as shown on the Minor Plat submitted for approval per Case #16MINORPLAT1134 prepared by Schroll Land Surveying LLC, for the use and benefit of the owners, employees, agents, customers, tenants, licensees and invitees of Tracts 1 and 2.
  - a. The provisions of this document may not be modified except by agreement of the owners of all the Lots/Tracts and the approval of the Louisville and Jefferson County Planning Commission.
  - b. The private access easement shall not be dedicated to or maintained by the public except by agreement of the owners of all the Lots/Tracts and only with the approval of the Louisville and Jefferson County Planning Commission after finding that it meets all standards required for a newly created public road.
2. **Responsibility for Maintenance.** The parties shall equally share in the cost of maintaining the Crossover Access Easement Agreement in a commercially 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 Crossover Reciprocal Access Easement 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.

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16 VARIANCE 1088

- 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 Owner of Tract 1 and 2 have executed this Agreement as of the date first written above.

JABB LLC

BY: \_\_\_\_\_  
Member of JABB LLC

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing Crossover Access Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Kentucky State-At-Large

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