

3

**Assignment and Delegation
of
Easement, Restrictions and Maintenance Requirements**

THIS Assignment and Delegation of Easement, Restrictions and Maintenance Requirements, made and entered into this 28th day of November, 2001 by and between

Edward L. Alvey and Benita G. Alvey, 12010 Dixie Highway, Louisville, KY 40272, Husband and Wife, Parties of the First Part,

and

Thieneman Real Estate Partnership, 4901 Fern Valley Road, Louisville, KY 40219, Party of the Second Part

WITNESSETH:

THAT WHEREAS on November 29, 2001 Terry Thrasher and Rebecca Thrasher entered into an Easement, Restrictions and Maintenance Agreement, in connection with a Minor

Subdivision Plat attached to that certain Deed dated November 27, 2001 and of record in Deed Book 7775, Page 339, in the office of the Clerk of the County Court of Jefferson County, Kentucky, (Hereafter "Easement") a copy of which is attached,

204425
12/31/01

WHEREAS First and Second Parties are subsequent purchasers of Tracts 1,2,and 3 of record in Deed Book 7775, Page 350 and wish to modify the nature and extent of their obligations under the Easement by this Assignment and Delegation of Easement, Restrictions and Maintenance Agreement (Hereafter "Assignment") and,

204426
12/31/01

WHEREAS, The Party of the first part desires to modify and assign the obligations, in part, under said Easement by this Assignment and Second Party desires to accept the Assignment and delegation herein,

NOW, THEREFORE, for a valuable consideration and the mutual agreements of the parties hereto, it is hereby agreed by the parties herein as follows:

1. Paragraph three (3) of the aforesaid Easement Restrictions and Maintenance **A**

Requirements for three (3) or more lots in Minor Plat is hereby modified to read as follows:

All costs or expenses incidental to the maintenance, repair or rebuilding of said road so as to keep it in a good and passable condition between Lots 1 and 2 for access to Lots 1,2 and 3 as an access road shall be borne by the owners of Lots 2 and 3, unless such maintenance, repair or rebuilding is due to the gross negligence or willful destruction by the owner of Lot 1.

- 2. It shall be the obligation of the owners of Lots 2 and 3 to remove the existing batting cage on the Easement at the expense of the Owners of Lots 2 and 3.
- 3. Except as modified by this Assignment all other terms, provisions and conditions of the attached Easement shall remain in full force and effect.
- 4. The Parties of the First and Second part accept this Assignment and assume and agree to faithfully perform all of the obligations contained therein.
- 5. This Assignment shall be binding upon, and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto the date

aforesaid.



EDWARD L. ALVEY, First Party


BENITA G. ALVEY, First Party

THIENEMAN REAL ESTATE PARTNERSHIP

By: 
Second Party

State of Kentucky
County of Jefferson

I,  a Notary Public on and for the County aforesaid do hereby certify that the forgoing Assignment and Delegation of Easement, Restrictions and Maintenance Requirements

was this day presented to me by EDWARD L. ALVEY, known to me, who executed same and acknowledged same to be his act and deed.

Witness my hand and seal this 28 day of November 2001.

My Commission expires: 8/4/02

Harley N. Blankenship
NOTARY PUBLIC

State of Kentucky
County of Jefferson

I, Harley N. Blankenship, a Notary Public on and for the County aforesaid do hereby certify that the forgoing Assignment and Delegation of Easement, Restrictions and Maintenance Requirements was this day presented to me by BENITA G. ALVEY, known to me, who executed same and acknowledged same to be her act and deed.

Witness my hand and seal this 28 day of November 2001.

My Commission expires: 8/4/02

Harley N. Blankenship
NOTARY PUBLIC

State of Kentucky
County of Jefferson

I, Robert W. Adams III, a Notary Public on and for the County aforesaid do hereby certify that the forgoing Assignment and Delegation of Easement, Restrictions and Maintenance Requirements was this day presented to me by Tom Theineman, as Partner, known to me, who executed same and acknowledged same to be the act and deed of Theineman Real Estate Partnership.

Witness my hand and seal this 28th day of November 2001.

My Commission expires: 9-02-04

Robert W. Adams III
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY

Harley N. Blankenship
HARLEY N. BLANKENSHIP
717 WEST MARKET STREET
LOUISIVILLE, KY 40202
502-585-5040

Document No.: DN200120442B
Lodged By: ADAMS
Recorded On: 12/03/2001 12:48:50
Total Fees: 9.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: SHETUC

END OF DOCUMENT