

**EASEMENT, RESTRICTIONS, AND MAINTENANCE REQUIREMENTS
FOR TWO LOTS ON A MINOR PLAT**

THIS INSTRUMENT made and entered into on this 28th day of August, 2008, by the undersigned Owners, OLD HENRY, LLC, per Deed Book 9130, Page 460 confers the rights and obligations regarding certain real property as follows:

1. The owner(s) or occupants of LOT 29 are hereby granted the easement shown on the attached plat for ingress and egress across the property designated as LOT 63 on said plat. Said easement shall be for the benefit of said owners or occupants, their guests and invitees.

2. The rights conveyed by said easement are limited to such as is customarily incidental to Commercial usage of the lot.

3. All costs of expenses incidental to the maintenance, repair or rebuilding of said roads so as to keep it in a good and passable condition as a private road shall be borne one-half by the owners of each lot.

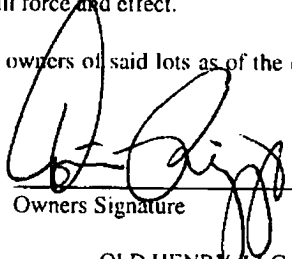
The lot of any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to lien upon filing of an appropriate notice in the County Clerk's Office. The lien of such assessments may be enforced against the property in the same manner as mortgages are foreclosed upon real property.

4. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville Metro Planning Commission.

6. The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action in law or equity.

7. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signature of the owners of said lots as of the day and year set out above.



Owners Signature

OLD HENRY, LLC.

Name Typed

State of Kentucky)
)
County of Jefferson)

I, a notary public in and for the County aforesaid, do hereby certify the foregoing instrument was this day presented to me by Toni Rizzo

who acknowledged it to be the free act and deed of that person.

Witness my hand this 28 day of August, 2008.

My Commission expires on Dec 18, 2009



Notary Public

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DEC 03 2018
DESIGN SERVICES
& PLANNING

DEDICATION OF PRIVATE ACCESS EASEMENT

This instrument made and entered into on this 28th day of August, 2008, by

the undersigned Owners OLD HENRY, LLC. per Deed Book 9130, Page 460 confers the rights and obligations regarding certain real property as follows:

This is to certify that the undersigned GRANTOR is the owner of the land shown on the plat attached hereto and made a part hereof and that a perpetual easement for roadway, courts and drives are hereby dedicated and reserved on, over and under the strips of land and spaces so designated on the attached plat as "Private Access Easements", for purposes of ingress and egress over GRANTOR'S property for construction, maintenance, and reconstruction of the aforesaid roadways, courts and drives.

No permanent structure of any kind shall be placed on, over or under the land within the perpetual easements. The perpetual easements shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements.

Access easements, shall be maintained by the GRANTOR, his heirs, executors, administrators, assigns, or the owners of the underlying fee simple title until said easements are accepted for maintenance by the public utilities

8-28-08
Date

[Signature]
Owner's Signature

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DEC 03 2018
PLANNING &
DESIGN SERVICES

State of Kentucky)

) SS

County of Jefferson)

I, Crystal L. Schiess, a Notary Public in and for the County aforesaid do hereby certify that the foregoing plat of OLD HENRY, LLC. per Deed Book 9130, Page 460 was this day presented to me by

Toni Rizzo, known to me, who executed Certificates in my presence and acknowledge it to be his free act and deed.
(her, his, their)

Witness my hand and seal this 28 day of August, 2008.

My Commission expires: 18 day of June, 2009.

[Signature]
Notary Public

EASEMENT, RESTRICTIONS, AND MAINTENANCE REQUIREMENTS
FOR TWO LOTS ON A MINOR PLAT

THIS INSTRUMENT made and entered into on this 27 day of Aug 2008 by the undersigned Owners, METRO LOUISVILLE PROPERTIES II, LLC, Successor entity of Jefferson County Economic Development Corporation per Deed Book 9218, Page 461 confers the rights and obligations regarding certain real property as follows:

1. The owner(s) or occupants of LOT 63 are hereby granted the easement shown on the attached plat for ingress and egress across the property designated as LOT 29 on said plat. Said easement shall be for the benefit of said owners or occupants, their guests and invitees.

2. The rights conveyed by said easement are limited to such as is customarily incidental to _____ usage of the lot.

3. All costs of expenses incidental to the maintenance, repair or rebuilding of said roads so as to keep it in a good and passable condition as a private road shall be borne one-half by the owners of each lot.


The lot of any owner who fails to pay his share of said expense promptly upon demand by the person who has initially borne it shall be subject to lien upon filing of an appropriate notice in the County Clerk's Office. The lien of such assessments may be enforced against the property in the same manner as mortgages are foreclosed upon real property.

4. The road shall not be dedicated to or maintained by the public except by agreement of the owners of said lots and approval of the Louisville Metro Planning Commission.

6. The provisions of this instrument shall be considered a covenant running with the land, shall be binding on the parties hereto and their respective successors, heirs and assigns, and may be enforced by any one or more owners of said lots in a civil action in law or equity.

7. The provisions hereof are severable, and if one or more of said provisions are held invalid, the remaining provisions shall remain in full force and effect.

In testimony whereof, witness the signature of the owners of said lots as of the day and year set out above.


 Owners Signature

METRO LOUISVILLE PROPERTIES II, LLC
 Successor entity of Jefferson County
 Economic Development Corporation


State of Kentucky)
)
 County of Jefferson)

I, a notary public in and for the County aforesaid, do hereby certify the foregoing instrument was this day presented to me by Larry McFall

who acknowledged it to be the free act and deed of that person.

Witness my hand this 27th day of August, 2008.

My Commission expires on August 26, 2012


 Notary Public

END OF DOCUMENT

RECEIVED
 DEC 03 2018
 PLANNING &
 DESIGN SERVICES

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