

LAND SURVEYOR'S CERTIFICATE

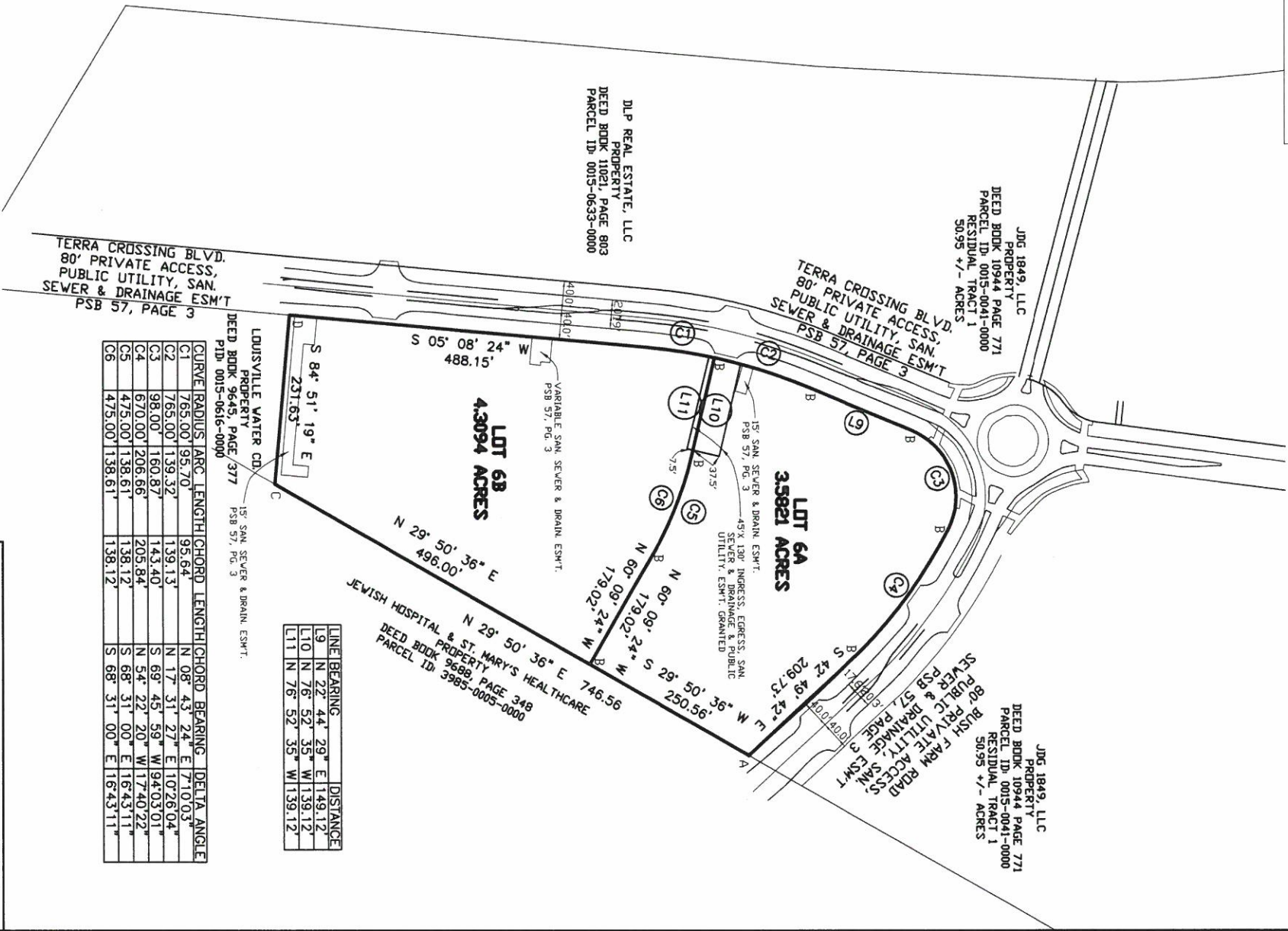
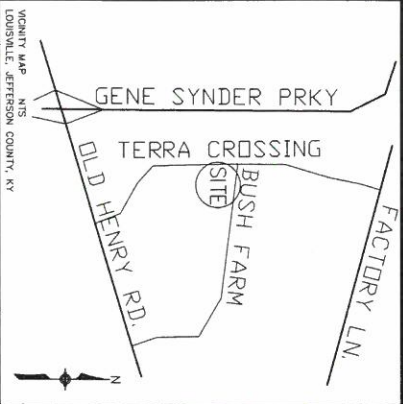
TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, I HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM ACTUAL SURVEY. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM STANDARDS OF PRACTICE FOR AN URBAN SURVEY ESTABLISHED BY KENTUCKY ADMINISTRATIVE REGULATION, 201 KAR 18:150, STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS.

WILMOTH INTERNATIONAL, PSC
MARK L. WILMOTH, KYPLS 2852
PRESIDENT

11/4/2020

DATE

FIELD SURVEY COMPLETED ON AUGUST 28, 2020



CERTIFICATE OF RESIDUAL LAND

The residual land of Tract 1 of St. Joseph's Minor Plat, as recorded in Plat and Subdivision Book 57, Pages 3 & 4 herewith being subdivided is in a single parcel of land resulting in 50.95 acres designated as Tract 1 hereon and has frontage of 1686.67 feet on Factory Lane which is a public way.

DLP REAL ESTATE, LLC
PROPERTY
DEED BOOK 11021, PAGE 803
PARCEL ID: 0015-0633-0000

JDG 1849, LLC
PROPERTY
DEED BOOK 10944 PAGE 771
PARCEL ID: 0015-0041-0000
RESIDUAL TRACT 1
50.95 +/- ACRES

TERRA CROSSING BLVD.
80' PRIVATE ACCESS,
PUBLIC UTILITY, SAN,
SEWER & DRAINAGE ESM'T
PSB 57, PAGE 3

JDG 1849, LLC
PROPERTY
DEED BOOK 10944 PAGE 771
PARCEL ID: 0015-0041-0000
RESIDUAL TRACT 1
50.95 +/- ACRES

LINE BEARING	DISTANCE
L9 N 22° 44' 29" E	149.12'
L10 N 76° 52' 35" W	139.12'
L11 N 76° 52' 35" W	139.12'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	765.00'	95.70'	95.64'	N 08° 43' 24" E	7°10'03"
C2	765.00'	139.32'	139.13'	N 17° 31' 27" E	10°26'04"
C3	98.00'	160.87'	143.40'	S 69° 45' 58" W	94°03'01"
C4	670.00'	206.66'	205.84'	N 54° 22' 20" W	17°40'22"
C5	475.00'	138.61'	138.12'	S 68° 31' 00" E	16°43'11"
C6	475.00'	138.61'	138.12'	S 68° 31' 00" E	16°43'11"

LOUISVILLE WATER CO.
PROPERTY
DEED BOOK 9645, PAGE 377
PID: 0015-0616-0000

OWNER MAILING ADDRESS
JDG 1849, LLC
2650 TECHNOLOGY DRIVE
LOUISVILLE, KY 40299

THE PURPOSE OF THIS PLAT IS TO CREATE
THREE LOTS FROM ONE LOT

CERTIFICATE OF APPROVAL

APPROVED THIS _____ DAY OF _____ 20____
INVALID IF NOT RECORDED BEFORE THIS DATE: _____
BY: _____
LOUISVILLE METRO PLANNING COMMISSION
APPROVAL SUBJECT TO ATTACHED CERTIFICATES.
SPECIAL REQUIREMENTS: _____
DOCKET NO. _____

MINDR SUBDIVISION PLAT
DATE OF PREPARATION : AUGUST 31, 2020

JDG 1849, LLC PROPERTY

13508 FACTORY LANE

LOUISVILLE, JEFFERSON COUNTY, KY

DEED BOOK 10944, PAGE 771

PARCEL ID: 0015-0041-0000

A PORTION OF RESIDUAL TRACT 1

OF ST. JOSEPH'S MINDR PLAT

PLAT & SUB. BOOK 57, PAGES 3 & 4

C2 & DR3 ZONING;

NEIGHBORHOOD & SUBURBAN WORKPLACE

FIRM DISTRICT

STATE OF KENTUCKY
MARK L. WILMOTH
2852
PROFESSIONAL
LAND SURVEYOR

20-MPLAT-0122

SHEET NO. 1 OF 3
0' 100' 200'
SCALE IN FEET
GRAPHIC SCALE 1"=200'



WILMOTH INTERNATIONAL, PSC
PROFESSIONAL LAND SURVEYING
205 S. BIRCHWOOD AVE
LOUISVILLE, KY 40206
502.494-4634
WILMOTH@BELLSOUTH.NET
WI:2020063

DEVELOPMENT NOTES

THE PURPOSE OF THIS PLAT IS TO CREATE THREE LOTS FROM ONE LOT.

THIS SITE CONTAINS STEEP SLOPES AND/OR UNSTABLE SOILS. ANY SUBSEQUENT DEVELOPMENT ON SITE IS SUBJECT TO THE REQUIREMENTS OF CHAPTER 4, SECTION 7 ON THE LAND DEVELOPMENT CODE.

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

ANY SUBSEQUENT DEVELOPMENT ON SITE MUST ADHERE TO THE FORM DISTRICT TRANSITION ZONE STANDARDS OF SECTION 5.7 OF THE LAND DEVELOPMENT CODE.

THIS SITE IS LOCATED IN THE DR3 ZONING DISTRICT AND THE NEIGHBORHOOD AND SUBURBAN WORKPLACE FORM DISTRICT.

ANY ACCESS EASEMENT MUST CONFORM TO TO ORDINANCE 187, SERIES 2003, LOUISVILLE METRO CODE.

NO ADDITIONAL ACCESS TO TERRA CROSSING BOULEVARD SHALL BE PERMITTED.

THIS SITE SHALL CONFORM TO APPROVED DETAILED DISTRICT DEVELOPMENT PLAN, CASE NO. 20-DDP-0053, FOR PARKING REQUIREMENTS AND CALCULATIONS.

ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH PREVIOUSLY APPROVED CASES.

SURVEY NOTES

- THIS SURVEY DOES NOT REPRESENT:
- 1.) THAT THIS SURVEY DETERMINES LAND OWNERSHIP.
 - 2.) THAT THIS SURVEY PROVIDES MORE THAN EVIDENCE OF RIGHTS IN LAND.
 - 3.) THAT LAND OWNERSHIP CAN BE ESTABLISHED BY A MEANS OTHER THAN AN ACTION IN A KENTUCKY COURT.

RESEARCH REQUIRED BY MINIMUM TECHNICAL STANDARDS HAS BEEN USED TO DETERMINE THE LOCATION OF THE PARCEL BOUNDARY, AND HAS NOT BEEN USED TO DETERMINE LAND TITLE.

INSTRUMENTS AND EQUIPMENT USED IN CONDUCTING THIS SURVEY WERE PROPERLY ADJUSTED, MAINTAINED, AND CALIBRATED.

IN PERFORMANCE OF THIS SURVEY, THE GLOBAL POSITIONING SYSTEM WAS USED TO LOCATE THE SURROUNDING ROADS AND MONUMENTATION ALONG THE PERIMETER OF THE ADJOINING PROPERTY. THE MONUMENTATION WAS LOCATED IN REAL TIME USING ONE TOPCON GRS-1 NETWORK ROVER, WHICH IS A DUAL FREQUENCY, DUAL CONSTELLATION RECEIVER, RECEIVING NETWORK CORRECTIONS FROM THE KENTUCKY TRANSPORTATION CABINET NETWORK. REAL TIME KINEMATIC METHODS WERE USED FOR LOCATION. THE HORIZONTAL DATUM USED WAS THE KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983. THE VERTICAL DATUM USED WAS THE NORTH AMERICAN DATUM OF 1988, USING THE EQUIPOTENTIAL SURFACE OF GEIOD '09 TO DETERMINE ELEVATIONS. RELATIVE POSITIONAL ACCURACY VARIED FROM 0.01' TO 0.06' HORIZONTALLY, AND VARIED FROM 0.01' TO 0.08' VERTICALLY.

THIS SURVEY MEETS THE SPECIFICATIONS OF AN URBAN SURVEY.

DIRECTIONS AND DISTANCES SHOWN HEREON HAVE BEEN ADJUSTED FOR CLOSURE.

NO VISIBLE SURFACE INDICATIONS OF CEMETERIES WERE OBSERVED IN THE PERFORMANCE OF THIS SURVEY. THIS DOES NOT PRECLUDE THE EXISTENCE OF UNMARKED CEMETERIES ON THIS PARCEL.

NO HEIGHT LIMITATIONS THAT COULD BE IMPOSED BY THE FEDERAL AVIATION ADMINISTRATION WERE RESEARCHED.

THIS SURVEY DOES NOT PRECLUDE THE EXISTENCE OF OTHER RECORDED, IMPLIED, OR PRESCRIPTIVE EASEMENTS OR RIGHTS OF WAY, ENVIRONMENTALLY SENSITIVE AREAS, WETLANDS, HAZARDOUS WASTE AREAS, OR UNMARKED CEMETERIES ACROSS OR WITHIN THIS PARCEL. WILMOTH INTERNATIONAL, PSC HAS NOT PREPARED OR CAUSED TO HAVE PREPARED TITLE EXAM OR COMMITMENT FOR TITLE FOR THIS PROPERTY. THIS SURVEY IS SUBJECT TO ALL, LAND USE RESTRICTIONS AND ALL APPLICABLE PLANNING AND ZONING ORDINANCES.

BASED UPON MAPS PREPARED BY THE DEPARTMENT OF HOMELAND SECURITY, THE SUBJECT PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOOD.

FLOOD INSURANCE RATE MAP 21111C0021 E, EFFECTIVE DATE 12/05/2006.

NO UTILITY LOCATION WAS PERFORMED IN CONJUNCTION WITH THIS SURVEY.

BASIS OF BEARINGS

BASIS OF BEARINGS SHOWN HEREON ARE BASED UPON KENTUCKY STATE PLANE COORDINATE SYSTEM, SINGLE ZONE, NORTH AMERICAN DATUM OF 1983, FROM A REAL TIME NETWORK GLOBAL POSITIONING SYSTEM OBSERVATION USING THE KENTUCKY TRANSPORTATION CABINET'S REAL TIME NETWORK.

MONUMENT LEGEND

- A. ONE HALF INCH DIAMETER STEEL REINFORCING BAR WITH PLASTIC CAP STAMPED "2957" FOUND
- B. ONE HALF INCH DIAMETER STEEL REINFORCING BAR, 18" LONG WITH PLASTIC CAP STAMPED "2852" SET THIS SURVEY
- C. FIVE EIGHTHS INCH DIAMETER STEEL REINFORCING BAR WITH PLASTIC CAP STAMPED "2662" FOUND
- D. FIVE EIGHTHS INCH DIAMETER STEEL REINFORCING BAR FOUND



OWNER MAILING ADDRESS

JDG 1849, LLC
2650 TECHNOLOGY DRIVE
LOUISVILLE, KY 40299

MINOR SUBDIVISION PLAT
DATE OF PREPARATION : AUGUST 31, 2020

JDG 1849, LLC PROPERTY
13508 FACTORY LANE.
LOUISVILLE, JEFFERSON COUNTY, KY
DEED BOOK 10944, PAGE 771
PARCEL ID: 0015-0041-0000
A PORTION OF RESIDUAL TRACT 1
OF ST. JOSEPH'S MINOR PLAT
PLAT & SUB. BOOK 57, PAGES 3 & 4
C2 & DR3 ZONING;
NEIGHBORHOOD & SUBURBAN WORKPLACE
FORM DISTRICT



Certificate of Ownership and Dedication

JDG 1849, LLC PROPERTY

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 the JDG 1849, LLC PROPERTY as recorded in Deed Book 10944, Page 771, does hereby adopt this plan.


JDG 1849, LLC

Date 10/13/20

Certification of Acknowledgment

State of KENTUCKY
County of Jefferson

I, Kevin Logan, a Notary Public in and for the County
aforesaid do hereby certify that the foregoing plat of the JDG 1849, LLC, PROPERTY
as recorded in Deed Book 10944, Page 771 was this day presented to me by:

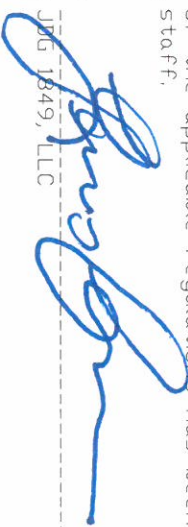
Kevin Logan

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 13th day of October, 2020.
My Commission expires: 31st day of May, 2022.

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 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 Adjustment as described in Docket No. N/A or documentation
of the existence of the buildings or improvements prior to the adoption
of the applicable regulations has been submitted to Planning Commission
staff.


JDG 1849, LLC

Date 10/13/20

MINOR SUBDIVISION PLAT
DATE OF PREPARATION : AUGUST 31, 2020

JDG 1849, LLC PROPERTY
13508 FACTORY LANE
LOUISVILLE, JEFFERSON COUNTY, KY
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C2 & DR3 ZONING;
NEIGHBORHOOD & SUBURBAN WORKPLACE
FORM DISTRICT

WILMOTH INTERNATIONAL, PSC



PROFESSIONAL LAND SURVEYING
205 S. BIRCHWOOD AVE.
LOUISVILLE, KY 40206
(502) 494-4654
WILMOTH@BELL.SOUTH.NET

SHEET NO. 3 OF 3
0' 50' 100'
SCALE IN FEET
GRAPHIC SCALE 1"=50'

**RESOLUTIONS OF THE SOLE MEMBER OF
JDG 1849, LLC
A KENTUCKY LIMITED LIABILITY COMPANY
ADOPTED BY WRITTEN CONSENT**

The undersigned, **KEVIN D. COGAN**, being the sole member of **JDG 1849, LLC**, a Kentucky limited liability company ("Company") and holding 100% of the Percentage Interests, hereby adopts the following resolutions and consents to the action contemplated thereby:

WHEREAS, the Company's Member Manager, Kevin D. Cogan, has reached an agreement for the purchase and sale of certain Company owned real estate known as LOT 6B located on Terra Crossing Boulevard, Louisville, Jefferson County, Kentucky ("LOT 6B"), containing approximately 4.3094 acres, more or less; and to facilitate same requires a minor subdivision plat (the "LOT 6A and LOT 6B Minor Plat") to create said LOT 6B, and to create the adjoining tract LOT 6A, containing approximately 3.5821 acres, more or less.

NOW THEREFORE, BE IT:

RESOLVED, that the LOT 6A and LOT 6B Minor Plat is hereby approved.

RESOLVED, that **KEVIN D. COGAN**, the Member Manager of Company, OR **ERICA R. HODGE**, the Authorized Agent of Company, be and hereby is, by themselves without the signature of the other, authorized to execute, acknowledge and deliver in the name and on behalf of the Company any and all of the following documents with respect to the said **Tract 5 Minor Plat and the Tract 3A & 3B Minor Plat**:

- (a) Any and all applications, plats, certificates, easements, and/or instruments, and without limitation as to the nature thereof, any and all other documents necessary or appropriate to create LOT 6A and LOT 6B; and
- (b) Any and all documents necessary, convenient, or otherwise connected with any of the foregoing transactions, whether or not specifically stated herein, together with such changes, additions and amendments thereto as **KEVIN D. COGAN** or **ERICA R. HODGE** deems advisable.

FURTHER RESOLVED, that **KEVIN D. COGAN** or **ERICA R. HODGE**, be and each hereby is further authorized to perform any and all acts, whether by documents or otherwise, on behalf of the Company in order to effectuate any or all of the foregoing transactions or events. Any of the foregoing acts or documents performed or executed by **KEVIN D. COGAN** or **ERICA R. HODGE**, on behalf of the Company shall be binding upon the Company in accordance with the nature of the acts and the provisions of the documents.

Any government agency, person, firm, corporation, association, bank, building and loan associations, insurance company, or any other financial institution is authorized to rely upon this resolution until receipt by it of a written notice of any change or revocation thereof, and any such reliance upon this resolution resulting in acts or documents prior to receipt of any revocation of said resolution shall continue effective, as shall such acts and documents, in accordance with the provisions thereof.

This is a general and continuing resolution and applies to all documents or acts of the Company without the necessity of separate resolutions for each document or act, and multiplicity of documents or acts covered hereby shall not exhaust the continuing effectiveness of this resolution.

WITNESS the signatures of the undersigned, who is the sole Member of the Company, effective as of the 3 day of November 2020.



KEVIN D. COGAN

DECLARATION OF 45' x 130' INGRESS, EGRESS, SANITARY SEWER & DRAINAGE & PRIVATE UTILITIES EASEMENT

THIS DECLARATION OF 45' x 130' INGRESS, EGRESS, SANITARY SEWER & DRAINAGE & PRIVATE UTILITIES EASEMENT (this "**Declaration**") is made effective this 3 day of November 2020, by JDG 1849, LLC, a Kentucky limited liability company, (hereinafter referred to as "**DECLARANT**").

WITNESSETH:

WHEREAS, DECLARANT is the owner in fee of that certain property situated in Louisville, Jefferson County, Kentucky, shown as "**LOT 6A**" and "**LOT 6B**" on that certain Minor Plat of the property shown as the "JDG-1849, LLC PROPERTY", all in Louisville, Jefferson County, Kentucky, approved by the Louisville Metro Planning Commission on _____, 2020 (the "**Minor Plat**"), which Minor Plat is attached hereto, made a part hereof by reference, and marked as **Exhibit "A"**; said LOT 6A and LOT 6B being a portion of the same property acquired by DECLARANT by Deed dated July 31, 2017, and recorded in Deed Book 10944, Page 771 in the Office of the County Clerk of Jefferson County, Kentucky.

WHEREAS, LOT 6A and LOT 6B require the 45' x 130' Ingress, Egress, Sanitary Sewer & Drainage & Private Utilities Easement, as herein defined, over LOT 6A and LOT 6B to allow ingress and egress to LOT 6A and LOT 6B from Terra Crossing Boulevard and to connect their respective utility and sanitary sewer facilities to utilities and sanitary sewers in the Terra Crossing Boulevard right-of-way; and DECLARANT has determined that it is mutually beneficial to Declarant and any future owners of LOT 6A and LOT 6B to impose and establish said Easement, accordingly.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DECLARANT does hereby declare, establish, and impose upon LOT 6A and LOT 6B and hereby grants to the Owner(s) of LOT 6A and LOT 6B, or any portion thereof, and their respective successors and assigns, a perpetual easement on, over and under strips of land and spaces as defined and marked "**45' x 130' Ingress, Egress, Sanitary Sewer & Drainage & Private Utilities Easement**" on the said Minor Plat (the "**Easement**").

This grant is made on the following terms:

1. **Access.** The Owner(s) of LOT 6A and LOT 6B, or any portion thereof, has the right of ingress and egress over the Easement to and from their respective LOT 6A and/or LOT 6B, or any portion thereof, at all times for the purpose of access and for constructing, operating, maintaining, repairing and reconstructing utilities and sanitary sewers and related equipment, structures or materials ("**Appurtenances**").
2. **No Obstruction.** Nothing shall be placed in, on, over or under the Easement which will obstruct or interfere with the purpose of said easement.
3. **Authority.** The DECLARANT covenants that it is lawfully seized of the property through which the Easement is granted and that it 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. **Maintenance of the Easement.** Declarant and any subsequent owner(s) of LOT 6A, or any portion thereof, shall maintain that portion of the Easement on Lot 6A; and Declarant and any subsequent owner(s) of LOT 6B, or any portion thereof, shall maintain that portion of the Easement on Lot 6B. Each Owner shall be responsible for repair to the Easement due to the acts of such Owner or its employees or invitees. All easements created by this Declaration are on private property.
5. **Covenants Running with the Land.** The Easement hereby granted or created is an appurtenance to LOT 6A and LOT 6B, respectively, and shall be deemed a covenant running with the land, shall be perpetual, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of LOT 6A and LOT 6B, and any portions thereof, and all persons claiming under them.

6. **Subsequent Purchasers or Transferees.** In the event of any sale or transfer of LOT 6A and/or LOT 6B, or any portions thereof, the seller or transferor shall be and hereby is freed and relieved of all covenants and obligations hereunder and it shall be construed without further agreement between the other owner(s) that the purchaser or transferee in any such sale or transfer has assumed and agreed to carry out any and all covenants and obligations of such owner accruing from and after the date of sale or transfer.

7. **Headings.** The headings herein are for convenience and reference only and are not intended to in any way define or limit the scope and content of this Declaration or to in any way affect its provisions.

8. **Successors and Assigns.** This Declaration shall be binding upon and inure to the benefit of the present and future Owners of all or any portion of LOT 6A and/or LOT 6B.

9. **Owner Defined.** For purposes of this Declaration of Easements, unless the context clearly otherwise requires, the term "Owner" means the record Owner(s) from time to time of a fee simple interest in all or any portion of LOT 6A and/or LOT 6B, whether one or more persons or entities, and this Declaration may only be enforced by an Owner.

10. **Modification in Writing.** It is specifically understood and agreed that neither this instrument nor any rights, benefits, duties or obligations created or established herein can be released, terminated, modified, supplemented, amended or waived except pursuant to an instrument in writing executed by Declarant and/or the subsequent Owner(s) of all or any portion of LOT 6A and/or LOT 6B at the time of such release, termination, modification, supplement, amendment or waiver.

IN TESTIMONY WHEREOF, witness the signature of the DECLARANT on this 3 day of November 2020.


DECLARANT:

JDG 1849, LLC,
a Kentucky limited liability company

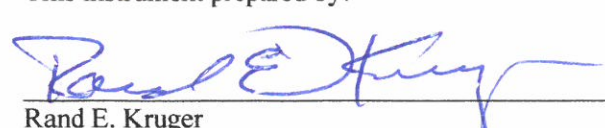

Kevin D. Cogan, Manager

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

Subscribed, sworn to, and acknowledged before me this 3rd day of November 2020, by Kevin D. Cogan, as Manager of DECLARANT, JDG 1849, LLC, a Kentucky limited liability company, to be his free act and deed on behalf of said company.


NOTARY PUBLIC, State at Large, Kentucky
My commission expires: May 31, 2022
My Notary ID # is: 600362

This instrument prepared by:


Rand E. Kruger
KRUGER & SCHWARTZ
3339 Taylorsville Road
Louisville, Kentucky 40205
Phone (502) 485-9200