



Bobbie Holsclaw
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
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Jefferson County Clerk's Office.



INST # 2020007363

BATCH # 212752

JEFFERSON CO, KY FEE \$50.00

STATE OF KY DEED TAX \$1,057.50

PRESENTED ON: 01-13-2020 0 02:07:06 PM

LODGED BY: S&B TITLE

RECORDED: 01-13-2020 02:07:06 PM

BOBBIE HOLSCLAW

CLERK

BY: TERESA HIGGS

RECORDING CLERK

BK: D 11598

PG: 71-74

3x

DEED

THIS DEED is made and entered into as of January 10, 2020, by and between R J HALE PROPERTIES, LLC, a Kentucky limited liability company, of 2225 E. Spring Street, New Albany, Indiana 47150 ("Grantor") and ISENBERG, LLC, a Kentucky limited liability company, of 4140 Smithsgrove Scottsville Rd., Smithsgrove, Kentucky 42171 ("Grantee").

MAIL TAX BILLS TO: 4140 Smithsgrove Scottsville Rd., Smithsgrove, Kentucky 42171

WITNESSETH

For a total consideration of \$1,057,500.00, receipt and sufficiency of which are acknowledged by Grantor, Grantor grants and conveys to Grantee in fee simple, and with covenant of General Warranty, the following described property in Jefferson County, Kentucky:

Property commonly known as 4140 Accomack Drive, Louisville, KY 40241

BEGINNING at a point being the Northwest corner of Fincastle, Section 1-A-2, as shown in Plat Book 26, Page 68, Jefferson County Clerk's Office, thence N 31° 36' 51" W 487 07 feet to a point in the most westerly line of Accomack Drive (as shown on plat of Fincastle Section 1-C recorded in PB 29, Pg 2), thence with the arc of a curve to the right, the radius of which being 500 00 feet and defined by 3 chords as follows S 70° 01' 51" E 124 57 feet, S 55° 43' 11" E 124 57 feet and S 40° 05' 21" E 147 38 feet to the end of said curve, thence S 31° 36' 51" E 130 00 feet to a point being the SW corner of Fincastle, Section 1-A-1 (PB 26, Pg 67), thence S 58° 23' 09" W 150.00 feet to the point of beginning, containing 1.295 acres.

Being the same property conveyed to RJ Hale Properties, LLC, a Kentucky limited liability of record in Deed of Conveyance of record in Deed Book 7672, Page 881, in the Office of the Clerk of Jefferson County, Kentucky.

Grantor covenants lawful seisin of the estate hereby conveyed, full right and power to convey same, and that said property is free and clear of liens and encumbrances, except easements, restrictions and stipulations of record, real property taxes and assessments due and payable in 2020 and thereafter, which Grantee assumes and agrees to pay, and zoning laws and regulations that affect the property.

Consideration Certificate

Grantor and Grantee hereby certify that the consideration stated in this Deed is the full actual consideration paid for the property.

DB07692PG0705

Prepared by and Return to:

Gregg G. Rotter, Esq.
Levenfeld Pearlstein
33 W. Monroe Street, 21st Floor
Chicago, Illinois 60603

MEMORANDUM OF LEASE

THIS MEMORANDUM, made this 21 day of June, 2001 by and between R J Hale Properties, LLC, a Kentucky Limited Liability Company, hereinafter called "Lessor", and Pumpkin Patch Day Care, Inc., a Kentucky corporation, hereinafter called "Lessee."

WITNESSETH, that Lessor has demised and leased to Lessee the premises, situated in City of Louisville, County of Jefferson, State of Kentucky, to wit:

See Exhibit A attached hereto

To have and to hold the same, unto Lessee, from 6/21/01 until 6-20-11.

WITNESSETH, this MEMORANDUM OF LEASE is executed by and between Lessor and Lessee to memorialize the agreement between them and the rights, duties and obligations of each appertaining thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date first above written.

LESSOR:

R J Hale Properties, LLC, a Kentucky
Limited Liability Company

By: Reed H. Hale Managing Member
Reed H. Hale, Managing Member

By: Joan M. Hale Managing Member
Joan M. Hale, Managing Member

LESSEE:

Pumpkin Patch Day Care, Inc., a
Kentucky corporation

By: Reed H. Hale, President
Reed H. Hale, President

ATTEST:

By: Joan M. Hale, Secretary
Joan M. Hale, Secretary

08 07 69 2PG 0706

EXHIBIT A

BEGINNING at a point being the Northwest corner of Fincastle, Section 1-A-2, as shown in Plat Book 26, Pg. 68, Jefferson County Clerk's Office; thence N 31° 36' 51" W 487.07 feet to a point in the most westerly line of Accomack Drive (as shown on plat of Fincastle Section 1-C recorded in PB 29, Pg.2); thence with the arc of a curve to the right, the radius of which being 500.00 feet and defined by 3 chords as follows: S 70° 01' 51" E 124.57 feet; S 55° 43' 11" E 124.57 feet and S 40° 05' 21" E 147.38 feet to the end of said curve; thence S. 31° 36' 51" E 130.00 feet to a point, said point being the SW corner of Fincastle, Section 1-A-1 (PB 26, Pg. 67); thence S 58° 23' 09" W 150.00 feet to the point of beginning, containing 1.295 acres.

PIN: 21-0014-0325-0000

COMMON ADDRESS: 4140 Accomack Drive, Louisville, KY 40241

DB07692PG0707

(CORPORATE - 2 OFFICERS)

STATE OF KENTUCKY

)
)SS.

COUNTY OF JEFFERSON

I, Lawrence K. Abrams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Reed H. Hale and Joan M. Hale, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of Pumpkin Patch Daycare, Inc., a Kentucky corporation, who acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 21st day of June, 2001.

(NOTARIAL SEAL)



Notary Public
My Commission Expires: 6-2-04

PREPARED BY
Lawrence Abrams, ATTY
LAURENCE K ABRAMS
4175 WESTPORT RD, SUITE 104
LOUISVILLE, KY 40207

DB07692PG0708

(CORPORATE - 2 OFFICERS)

STATE OF KENTUCKY

)
)SS.
)

COUNTY OF JEFFERSON

I, Lawrence K. Abrams, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Reed H. Hale and Joan M. Hale, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of Pumpkin Patch Daycare, Inc., a Kentucky corporation, who acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 21st day of June, 2001.

(NOTARIAL SEAL)



Notary Public
My Commission Expires: 6-2-04

END OF DOCUMENT

Document No.: DN2001122796
Lodged By: GJPHDIPN
Recorded On: 07/25/2001 01:53:01
Total Fees: 11.00
Transfer Tax: .00
County Clerk: Bobbie Holsclaw-JEFF CO KY
Deputy Clerk: HELMEL

JUL 19 1976

BOOK 5024 PAGE 878

CONVEYANCE OF RIGHT-OF-WAY

The undersigned Winnastle Land Co., Inc.

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, together with all poles and equipment appropriate in connection therewith over and under our property located on the North Side of Westport Road opposite Collins Lane

An easement as shown by hatched area on Louisville Gas and Electric Company Drawing Number 275-25 "C" attached hereto and made a part hereof.

in Jefferson County, Kentucky, title to which was acquired by us by deed dated the 14th day of August, 19 69, and recorded in Deed Book 4999, Page 417, in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this 14 day of July, 19 76.

Lincoln Land & Inc
By: J. Campbell Foster, Pres.

WITNESS:

Form 120 3-61

BOOK 5024 PAGE 878

Form 30 393

STATE OF KENTUCKY
COUNTY OF Jefferson

I, G. L. Church, a Notary Public in and for the State and County aforesaid hereby certify that A. Russell Foster and _____ personally known to me to be the _____ President and _____ respectively, of FINCASTLE LAND CO. INC. appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of FINCASTLE LAND CO. INC. and their free act and deed as such officers thereof.

My Commission expires November 6, 1939.

WITNESS MY HAND and notarial seal this 12th day of 1931,
1931.



G. L. Church
Notary Public

This instrument prepared by
Middletown, Rautinger & Bond
501 So. Second Street
Louisville, Kentucky 40202

[Signature]



LEGEND

-  - EXISTING ELEC. & TEL. ESMT. (OVERHEAD & UNDERGROUND)
-  - GRANTED ELEC. & TEL. ESMT.

FINCASTLE SECTION #4
-TRACT 5-

A. ARALDO'S SON
MOVING & STORAGE

10x70 bundle ESMT.

N72°15'E.

EXISTING 15' ELEC. & TEL. ESMT. (OVERHEAD & UNDER)

ELEC. & TEL. OVERHEADS ESMT.

N 0° 47' W 457.02'

FINCASTLE LAND DEV. PROPERTY

FINCASTLE SECTION #5
 -TRACT A-

20
 JUN 19 1985
 LOUISVILLE GAS AND ELECTRIC CO.
 APPROVED BY
 T. Hoffmann

WESTPORT

Rd

END OF DOCUMENT

Collins Ln

LOUISVILLE GAS AND ELECTRIC CO. Louisville, Kentucky		
ELECTRIC DIST. #	NATURAL GAS #	GAS DIST. #
GRANTED ELEC. & TEL. ESMT. TO FINCASTLE LAND DEV. CO. ON WESTPORT RD AT COLLINS LN		
Scale: 1"=40'	DATE: 11-21-78	E78-85 C
Drawn by: J. T. ORRICK		
Approved by: P. K.		

CONVEYANCE OF RIGHT-OF-WAY

Box 468J Vol 87

The undersigned Pinecastle Land Co., Inc.

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not ascertainable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, together with all poles and equipment appropriate in connection therewith over and under our property located on the South side of Murphy Lane opposite Sassafras Drive.

An easement as shown by hatched area on Louisville Gas and Electric Company Drawing W73-236"A" attached hereto and ends a part hereof.

in Jefferson County, Kentucky, title to which was acquired by us by Deed dated the 28 day of March, 1968, and recorded in Deed Book 4285 Page 417, in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

IN WITNESS WHEREOF, witness the signature of the undersigned this 6 day of November, 1968.

PINECASTLE LAND CO INC
by J Campbell Satterfield

WITNESSES:

Form 10-68

DEC 10 1968

Box 468J Vol 87

600-4650 88

STATE OF KENTUCKY }
COUNTY OF JEFFERSON }

i. W F Avery a Notary Public in and for the

State and County aforesaid hereby certify that J. Camille Fester

and _____ personally known to me to be the

President and _____ respectively,

of Finecastle Land Co Inc appeared before

me this day in person in the State and County aforesaid, and ack-

nnowledged the execution and delivery of the foregoing instrument to

be the free act and deed of Finecastle Land Co Inc

and their free act and deed as such officers thereof.

My Commission expires July 6, 1975.

WITNESS MY HAND and notarial seal this 6 day of November

19 73.


Notary Public

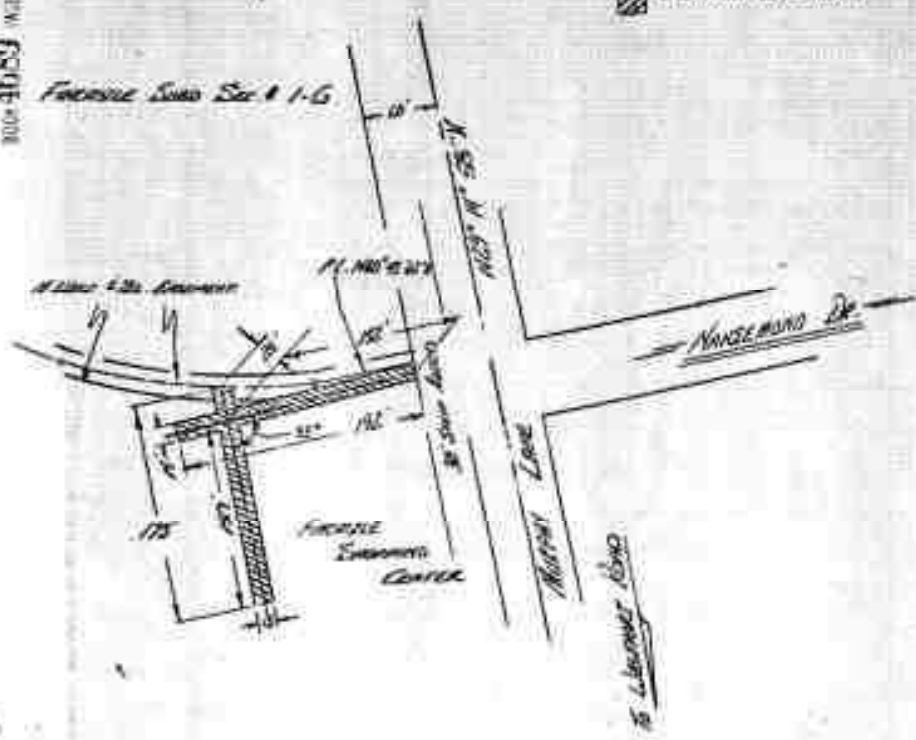
600-4650 88

This instrument prepared by
Middletown, Baughner & Baird
304 So. Second Street
Louisville, Kentucky 40202
attorneys at law

Carl A. Baird

Block 4689 W. 89

Forsythe Sand Sec. 1-6



LEGEND

- Lot Area & Pl. Easement
- Granted Easement

Block 4689 W. 89

Forsythe Sand Sec. 1-5



LOUISVILLE GAS AND ELECTRIC CO.	
Louisville, Kentucky	
ELECTRIC DIST. NO. APPROVED BY THE BOARD OF PUBLIC UTILITIES	
SOUTH BURNING DIST. & PL. EASEMENT OF	
FORSYTHE SANDING CENTER - MURRAY, KY.	
Book 17-1002, Page 11-1-23	Drawn by
Drawn by C. C. COOPER	175-836 A
Approved by J. P. COOPER	

CONVEYANCE OF RIGHT-OF-WAY

The undersigned Minnetta Land Co., Inc.

600-4679 PAGE 305

of Jefferson County, Kentucky. For valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, together with all poles and equipment appropriate in connection therewith over and under our property located on lots 511, 512, 513 and 514 Halifax Drive, Florence Subdivision,

Section 6.

Easements as shown by hatched areas on Louisville Gas and Electric Company Drawing U-4530 attached hereto and made a part hereof. Said easements will be maintained and preserved in their present condition and no change in grade or elevation will be made without the express consent in writing of the Company.

In Jefferson County, Kentucky, title to which was acquired by us by deed dated the 22 day of August, 1962, and recorded in Deed Book 2222, Page 412, in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

IN WITNESS WHEREOF, witness the signatures of the undersigned this 15th day of Oct, 1963.

Minnetta Land Co., Inc.
By J. Campbell State Treasurer

WITNESSES:

SEP 29 1973

600-4679 PAGE 305

1105 4679 REV 306

STATE OF KENTUCKY
COUNTY OF BOYD

I, H.P. Spolin, a Notary Public in and for the

State and County aforesaid hereby certify that J. Carroll Lewis
and _____ personally known to me to be the
his President and _____ respectively.

of Eastgate Land Co. Inc. appeared before
me this day in person in the State and County aforesaid, and sub-
stantiated the execution and delivery of the foregoing instrument to
be the free act and deed of Eastgate Land Co. Inc.
and their free act and deed as such officers thereof.

My Commission expires July 2, 1975

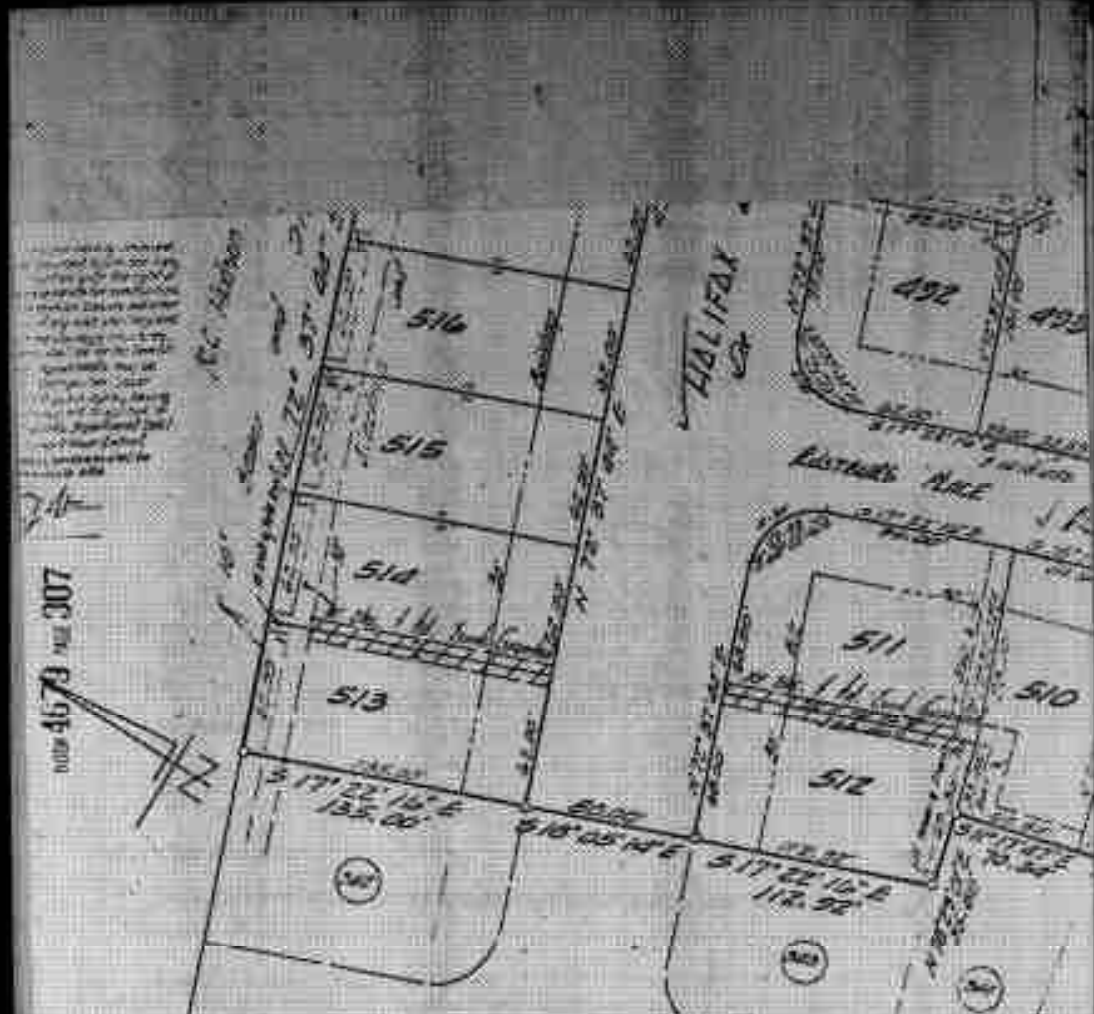
WITNESS MY HAND and notarial seal this 15 day of NOVEMBER,
1973.

H.P. Spolin
Notary Public

1105 4679 REV 306

This instrument prepared by
Middleton, Burfinger & Baird
201 So. Second Street
Louisville, Kentucky 40202
MIDDLETON, BURFINGER & BAIRD

[Signature]



This map is intended
 to show the location
 of the electric and
 telephone lines
 and to show the
 location of the
 poles and cross-
 arms. It is not
 intended to show
 the location of the
 buildings or other
 structures. It is
 not intended to
 show the location
 of the streets or
 other public
 places. It is not
 intended to show
 the location of the
 water or sewer
 lines. It is not
 intended to show
 the location of the
 gas lines. It is
 not intended to
 show the location
 of the fire hydrants
 or other public
 utilities. It is not
 intended to show
 the location of the
 electric and
 telephone poles
 and cross-arms.

0009-4679 REC 307
 11-1-13

LOUISVILLE GAS & ELECTRIC CO. ELECTRIC DISTRIBUTION DEPARTMENT		
<i>SECTION OF FINCASTLE SECTION - B.</i> <i>ELECTRIC & TELEPHONE EQUIPMENT GRANTED</i>		
DATE 11-1-13	DRAWN BY J.L.P.	DWG. NO.
SCALE 1" = 60'	SIZE	11-4130

11-1-13
 J.L.P.

0009-4679 REC 307
 11-1-13

LEGEND.
||||| Electric & Telephone Equipment Granted.

AUG 30 1973

4657 REC 55

CONVEYANCE OF RIGHT-OF-WAY

The undersigned Pleasant Land Co., Inc.

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, together with all poles and equipment appropriate in connection therewith over and under our property located on the West side of Shenandoah Drive North of Halifax Drive,

An easement as shown by hatched area on Louisville Gas and Electric Company Drawing U-6000 attached hereto and made a part hereof. Said easement shall be maintained and preserved in its present condition and no change in grade or elevation shall be made without the express consent in writing of the Company.

in Jefferson County, Kentucky, title to which was acquired by us by deed dated the 26 day of August, 19 62, and recorded in Deed Book 6289, Page 119, in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this 29 day of July, 19 73

Pleasant Land Co., Inc.
By J. Campbell Foster, President

WITNESS:

Form 25-341

4657 REC 55

CONDEMNATION OF RIGHT-OF-WAY

The undersigned Fincastle Land Co., Inc.

4644 REC 560

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telegraph lines, together with all poles and equipment appropriate in connection therewith over and under the property located West of proposed Chesterfield Drive, Fincastle Subdivision,

An easement as shown by hatched area on Louisville Gas and Electric Company Drawing M72-1915A attached hereto and made a part hereof

in Jefferson County, Kentucky, title to which was acquired by us by deed dated the 22nd day of August, 1949, and recorded in Deed Book 4219 Page 417, in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

IN WITNESS WHEREOF, witness the signature of the undersigned this 21st day of September, 1949.

Fincastle Land Co., Inc.
By E. W. [Signature]

WITNESSES:

FOR US:

4644 REC 560

AUG 2 1949

4644 not 561

STATE OF KENTUCKY }
COUNTY OF JOHNSON }

2. W. F. RANKIN, a Notary Public in and for the

State and County aforesaid hereby certify that ELI H. BRUNNEN

and _____ personally known to me to be the

1st President and _____ respectively,

of FINANCIAL LAND CO INC appeared before

me this day in person in the State and County aforesaid, and ack-

nowledged the execution and delivery of the foregoing instrument to

be the free act and deed of FINANCIAL LAND CO INC

and their free act and deed as such officers thereof.

My Commission expires July 6, 1975.

WITNESS MY HAND and notarial seal this 21 day of September

1974

W. F. Rankin
Notary Public

1963 - 1975 AT LARGE

4644 not 561

This instrument prepared by
Middleton, Rautlinger & Sand
301 So. Second Street
Louisville, Kentucky 40202
attestation, witnesses & date

at Carlisle, Ky

FILED
JUL 19 1974
COUNTY OF JOHNSON
KENTUCKY
W. F. RANKIN
NOTARY PUBLIC
AT LARGE

JUL 19 1974

W. F. Rankin
Notary Public

CONVEYANCE OF RIGHT OF WAY

The undersigned FINCASTLE LAND Co., Inc
P.O. Box 158
PROSPER, Ky.

REC-4573 MAR 452

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns, (herein called the Company), the right and easement to construct, lay, maintain, operate, repair and remove pipe line or lines for the transportation and distribution of gas, together with all equipment necessary or appropriate in connection therewith, along a route to be determined by the Company, across, under, over and through Creator's property located on the West side of Murphy Lane North and South of Halifax.

An easement as shown by crosshatched area on Louisville Gas and Electric Company Drawing G.D. 507 attached hereto and made a part hereof. The gas main shall be installed three (3) feet below the existing grade of Murphy Lane. The undersigned also grants the Company the right to construct gas mains and/or services in the area between the easement area herein granted and Murphy Lane said mains and/or services will serve property on the East side of Murphy Lane. The Company acknowledges the undersigned may dedicate the above mentioned easement area for public use without the Company's prior approval.

DEC 13 1962

REC-4573 MAR 452

Title to the property affected hereby was acquired by undersigned by Deed dated the 26 day of August, 1969, and recorded in Deed Book

4573
453
1299, Page 417, in the Office of the Clerk of the County Court of Jefferson

County, Kentucky. There shall be no buildings or structures erected within the
limits of this easement. The Company is further granted the right of ingress
and egress over the lands of the undersigned to and from said line in the
exercise of this easement and is further granted the right to do all reasonably
necessary trimming and removal of trees and branches for the proper clearance of
said line or lines.

The gas service or services, shall be extended to a point and in a location
designated by the Company.

It is further expressly agreed that the Company will pay to the undersigned
all damage that may be caused by it to fences, crops or animals of the under-
signed in the exercise of this easement.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this 20th
day of October, 1972.

Fincastle Land Co, Inc
By Patrick Callaway, Pres

WITNESS:
Walter P. Eckel

4573
453

4573 NOT 454

Form 50 2-61

STATE OF KENTUCKY }
COUNTY OF JEFFERSON }

I, W. F. Achary, a Notary Public in and for the State and County aforesaid hereby certify that PAUL J. PALMORA JR and _____ personally known to me to be the President and _____ respectively, of FINCASTLE LAND CO INC appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of FINCASTLE LAND CO INC and their free act and deed as such officers thereof.

My Commission expires JULY 6, 1975.

WITNESS MY HAND and notarial seal this 20 day of October 1972.

W. F. Achary
Notary Public
NOTARY PUBLIC, STATE OF KENTUCKY

4573 NOT 454

This instrument prepared by
Middleton, Seibush, Wofford,
Wills & Cochran
501 S. Second Street
Louisville, Ky. 40202
MIDDLETON, SEIBUSH, WOFFORD,
WILLS & COCHRAN
Carl H. Seibush

NO. 4573 INT-455

NO. 4573 INT-455

GRANTED GDS 4344
GD# 507
DESIGN BY: TREC
APPROVED BY:
DATE: 8-23-76

NOTE:
BEARING INFORMATION TAKEN OFF PLAN
SUPPLIED BY MILLER, HANCOCK, SWOOLEY, ETC

LOUISVILLE GAS AND ELECTRIC CO.	
Louisville, Kentucky	
ELECTRIC DEPT. IN NATURAL GAS DE. (SEE DRAWING)	
MURPHY LA. (CASTLE HEAVEN)	
Size	1/4" = 1'-0"
Drawn by	U. C. H.
Checked by	
Approved by	

GD# 507



CONVEYANCE OF RIGHT-OF-WAY

no 4573 rec 549

The undersigned Flintville Land Co., Inc., General Electric Prop & The
Klingbell Co., Holders of Opies

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not recitable in view of the nature of the grant and conveyance into LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines together with all poles and equipment appropriate in connection therewith over and under our property located on the north side of Tassell Drive between Fanquiar Place and
Lansburg Drive.

An easement as shown by hatched area on Louisville Gas and Electric Company Drawing Reg. 248-1972 attached hereto and made a part hereof.

IN Jefferson County, Kentucky, title to which was acquired by us or our Deeds (a) on the 24 day of August, 1969, and recorded in Deed Book 1099, Page 147 in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all taxes that may be taxed by it or assessed, imposed, or attached of the undersigned in the exercise of this easement.

IN WITNESS WHEREOF, witness the signatures of the undersigned this 7 day of August, 1969.

no 4573 rec 549

WITNESSES

WITNESSES

Whisper Prop & The Klingbell Co
by Jack Lutter and V. P.
Industries G 2nd
4900 1st St. S.W.

DEEDS 1022

4573 THE 550

STATE OF KENTUCKY }
COUNTY OF JEFFERSON }

I, W. F. Axtell, a Notary Public in and for the State and County aforesaid hereby certify that J. Randall Foster and _____ personally known to me to be the Sgt. [unclear] and _____ respectively, of FINESTAR LAND CO. INC. appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of FINESTAR LAND CO. INC. and their free act and deed as such officers thereof.

My Commission expires July 1, 1935.

WITNESS MY HAND and notarial seal this 7 day of August 1934

W. F. Axtell
Notary Public
COUNTY PUBLIC SEAL AT LARGE

4573 THE 550

This instrument prepared by
Middleton, Seelbach, Wolford,
Wills & Cochran
501 E. Second Street
Louisville, Ky. 40202
MIDDLETON, SEELBACH, WOLFORD,
WILLS & COCHRAN
Carl Axtell

4573 ME551

Form 10 28

STATE OF KENTUCKY
COUNTY OF Johnson

I, N. F. Gray, a Notary Public in and for the

State and County aforesaid hereby certify that John Sutton
and _____ personally known to me to be the

Pres. President and _____ respectively,

of Quinn's Bond & Tax Insurance Co appeared before

me this day in person in the State and County aforesaid, and ack-

nnowledged the execution and delivery of the foregoing instrument to

be the free act and deed of Quinn's Bond & Tax Insurance Co

and their free act and deed as such officers thereof.

My Commission expires June 2, 1925

WITNESS MY HAND and notarial seal this 7 day of August

1922

N. F. Gray
Notary Public
for the State of Kentucky

NOTARY PUBLIC STATE OF KENTUCKY
RENEWED AT THE DESK
OF THE NOTARY PUBLIC
ON _____
1922 AT _____
\$5

P. W. Hitt

1922 AUG 7 11 20 AM
490

John Sutton
275

4573 ME551

4573 36
4573 net 456
Low of Hester

NOV 20 11 11 2 06
4 50
W. H. Hester
W. H. Hester Jr.



CONVEYANCE OF RIGHT-OF-WAY

4573 net 456

The undersigned Flomville Land Co., Inc.

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not receivable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, together with all poles and equipment appurtenant to construction thereof over and under our property located south of Lot 155 Lonsburg Court - Flomville Subdivision Sub. 1

An easement as shown by hatched area on Louisville Gas and Electric Company Drawing 348"A" of 1972 attached hereto and made a part hereof.

In Jefferson County, Kentucky, title to which was acquired by us by deed dated on 26 day of August, 1969, and recorded in deed book 299, page 417, in the County Clerk's office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement; the Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Notwithstanding the Company's retaining its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it in fences, crops, or animals of the undersigned in the exercise of this easement.

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this 7 day of August, 1972

W. H. Hester Jr.
by J. Campbell

WITNESSES:

FWS 50 34

DEC 15 1972

4573 REC 457

Form 10-078

STATE OF KENTUCKY }
COUNTY OF JEFFERSON }

I, W. F. Ashley, a Notary Public in and for the State and County aforesaid hereby certify that J. Cameron Carson and _____ personally known to me to be the Buyer ~~President~~ and _____ respectively, of Fairview Land Co. Inc. appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of Fairview Land Co. Inc. and their free act and deed as such officers thereof.

My Commission expires July 1, 1935

WITNESS MY HAND and notarial seal this 7 day of August

19 26

W. F. Ashley
Notary Public
JAMES FRANK, STATE OF KY.

4573 REC 457

This instrument prepared by
Mulliken, Seckman, Willard,
Wicks & Collins
201 1/2 Second Street
Louisville, Ky. 40202
MULLIKEN, SECKMAN, WILLARD,
WICKS & COLLINS

Carl Mulliken

BOOK 4416 PAGE 259

CONVEYANCE OF RIGHT-OF-WAY

The undersigned Financial Land Company, Inc.

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged (said consideration for this instrument is not measurable in money), do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, together with all poles and equipment appropriate in connection therewith over and under our property located on the east side of Murphy Lane north of Westport Road.

An easement as shown by crosshatched area on Louisville Gas and Electric Company Drawing No. 1137A - 1971 attached hereto and made a part hereof

in Jefferson County, Kentucky, title to which was acquired by us by Deed dated the 26th day of October, 19 63, and recorded in Deed Book 22577, Page 417, in the County Clerk's Office of Jefferson County, Kentucky. There shall be no buildings or structures erected within the limits of this easement. The Company is further granted the right of ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore in consideration of the Company's bringing its service to property of the undersigned, the undersigned grants to the Company such right of way across their property as may be necessary to enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

IN TESTIMONY WHEREOF, with the signatures of the undersigned this 22 day of March, 19 71.

Financial Land Co. Inc.
by Glennell John Swain

WITNESSES:

Form 50 34

APR 30 1971

BOOK 4416 PAGE 259

BOOK 4416 PAGE 260

Form 10 7-15

STATE OF KENTUCKY }
COUNTY OF JACKSON }

I, W. F. AGENCY, a Notary Public in and for the State and County aforesaid hereby certify that J. CAMPBELL FURCO and _____ personally known to me to be the _____ and STAY respectively, of EMERSON LAND CO INC appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of EMERSON LAND CO INC and their free act and deed as such officers thereof.

My Commission expires JUN 5 1931.

WITNESS MY HAND and notarial seal this 22 day of MAY, 1927.

W. F. Agency
Notary Public

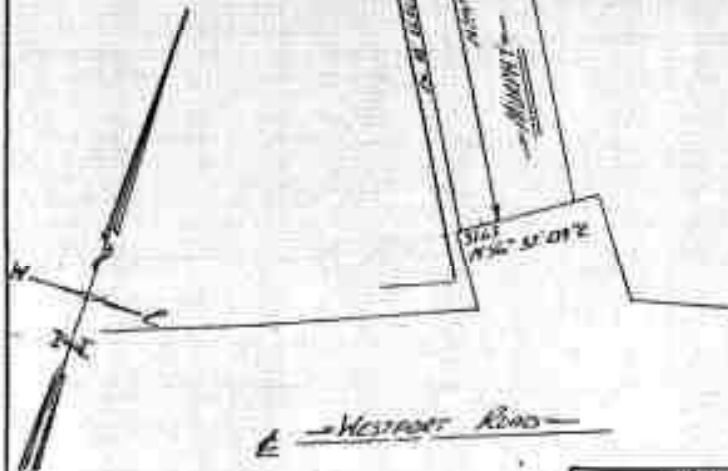
This instrument prepared by
Middiston, Seelbach, Wofford,
Wills & Cochran
221 S. Second Street
Louisville, Ky. 40202
MIDDISTON, SEELBACH, WOFFORD,
WILLS & COCHRAN

W. F. Agency

BOOK 4416 PAGE 260

3504 4416 REC 261

FINCASTLE SECTION
SECTION NO 3



—LEGEND—

- ON L.S.E. & ELEC. EASEMENT
- GRANTED EASEMENT

LOUISVILLE GAS AND ELECTRIC CO.		
Louisville, Kentucky		
ELECTRIC DIST. IN NATURAL-GAS-65 GAO-DIST. 11		
SLOT 17 INDICATING CHANGING EASEMENT ON FINCASTLE SECTION DIST. P.A. 20 SCALE 1"=40'		
Scale	Date	W.D. No.
Drawn by	11/11/20	200 115A 1991
Approved by		

Page 107 of 107

3504 4416 REC 261

170

RECEIVED BY AND RECEIVED

1971 APR 19 PM 2 33

REC'D BY JAMES WILLIAMS, JR. JAMES WILLIAMS, JR. JAMES WILLIAMS, JR.

106

1000000
L. J. ...

NOV 27 11 23 AM '70

W. ...

EASEMENT

REC-4329 VOL 449

THIS DEED OF EASEMENT made this 27th day of January, 1970, by and between FINCASTLE LAND COMPANY, INC., a corporation, hereinafter called Grantor and the CITY OF LOUISVILLE, a municipal corporation and the LOUISVILLE WATER COMPANY, a corporation of the State of Kentucky acting through the agency of the Board of Waterworks for and in behalf of the said City of Louisville, hereinafter called Grantees and THE FIRST NATIONAL BANK OF LOUISVILLE, a national banking association, party of the third part.

WITNESSETH THAT:

For a valuable consideration the receipt of which is hereby acknowledged Grantor does hereby grant and convey to the Grantees an easement in perpetuity over, under and through the strips of land hereinafter described for the purpose of construction, maintaining, repairing, removing, reconstructing and enlarging a pipeline and appurtenances to be laid in said strips. Said strips of ground are located in Jefferson County, Kentucky, on land acquired by the Grantor by a Deed recorded in Deed Book 4299 page 417 in the Office of the Clerk of the County Court of Jefferson County, Kentucky, and strips are described as follows:

Part I: BEING an easement 10 feet in width, extending from the Northerly line of Westport Road to a Northerly line of tract No. 3 conveyed to Grantor by deed of record in Deed Book 4299, Page 417 in the aforesaid Clerk's office, the Westerly line of said easement being coincident with the Easterly line of Murphy Lane.

Part II: BEING an easement 10 feet in width extending from the most Northerly line of tract No. 3 conveyed to Grantor by deed of record in Deed Book 4299, Page 417, in the aforesaid clerk's office, to a Southerly line of said tracts, the Westerly line of said easement being coincident with the Easterly line of Murphy Lane.

Grantor grants to Grantees the right of ingress and egress over said strips of land in the exercise of this easement.

Grantor hereby reserves the right for itself, its heirs and assigns to make any use of the above-described strip of land which will not interfere with the use herein granted to the Grantees. Grantees, by acceptance hereof, agree to restore the surface of the ground after said water pipeline has been laid, and further agree that in the event they are required to come back upon said strips for the purpose of repairing or maintaining said pipeline that they will then restore the surface of the ground which may be disturbed by making such repairs and will pay the Grantors any damages which may be caused thereby.

REC-4329 VOL 449

RECORDED
FEB 4 1970

BOOK 4329 PAGE 450

Grantor also grants to the Grantees temporary construction easements, which shall revert to the Grantor upon completion of the construction of said water pipe line, which temporary easements are described as follows:

Part I: A temporary easement 10 feet in width extending from the Northerly line of Westport Road to a Northerly line of tract No. 3 conveyed to Grantor by Deed of record in Deed Book 4299, Page 417 in the aforesaid Clerk's office, the Westerly line of said temporary easement being coincident with the Easterly line of the permanent easement described above as Part I.

Part II: A temporary easement 10 feet in width extending from the most Northerly line of tract No. 3 conveyed to Grantor by deed of record in Deed Book 4299 page 417 in the aforesaid Clerk's office to a Southerly line of said tract, Westerly line of said temporary easement being coincident with the Easterly line of the permanent easement described above as Part II.

The party of the third part is the holder of a mortgage on the above-mentioned tract of land which is recorded in Mortgage Book 1075, page 67 in the aforesaid office, and joins herein solely for the purpose of consenting to the grant of the above-described easements.

IN TESTIMONY WHEREOF, the Grantor and the party of the third part have each caused this instrument to be executed by its duly authorized officer the day and year first above written.

FINCASTLE LAND COMPANY, INC.

By: Patrick Calhoun, Jr.

FIRST NATIONAL BANK OF LOUISVILLE

By: James S. Ferguson

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON) SS

I, a Notary Public, in and for the commonwealth and county aforesaid do hereby certify that the foregoing Deed of Easement was this day produced before me by Patrick Calhoun, Jr. the President of Fincastle Land Company, Inc., a corporation, who acknowledged and delivered the same to be the

act and deed of said corporation and his act and deed as a duly authorized officer thereof.

WITNESS my hand this 21st day of January, 1970,

My commission expires June 16, 1972



Conrad H. Jordan
Notary Public, Jefferson County,
Kentucky
Home Phone: 254-4444

COMMONWEALTH OF KENTUCKY) 53
COUNTY OF JEFFERSON)

I, a Notary Public, in and for the commonwealth and county aforesaid do hereby certify that the foregoing Deed of Easement was this day produced before me by Kenneth S. Swanson, the ~~President~~ Assistant of First National Bank of Louisville, who acknowledged and delivered the same to be the act and deed of said corporation and his act and deed as a duly authorized officer thereof.

WITNESS my hand this 22 day of January, 1970.

My commission expires September 30, 1971.

Charles Kestel
Notary Public, Jefferson County,
Kentucky



This instrument was prepared by Samuel R. Wells, 712-25 Kentucky Home Life Building, Louisville, Kentucky, 40202.

Samuel R. Wells

107
Pen M.I.C.
REC-111-29-31-3-94
M. Mansfield

EASEMENT

THIS DEED OF EASEMENT made this 27th day of January, 1970, by and between GEORGE E. FERTIG, & MARY LOUBE, his wife;

hereinafter called Grantors and the CITY OF LOUISVILLE, a municipal corporation, and the LOUISVILLE WATER COMPANY, a corporation of the State of Kentucky, acting through the agency of the Board of Waterworks for and in behalf of the said City of Louisville, hereinafter referred to as the Grantees.

WITNESSETH THAT:

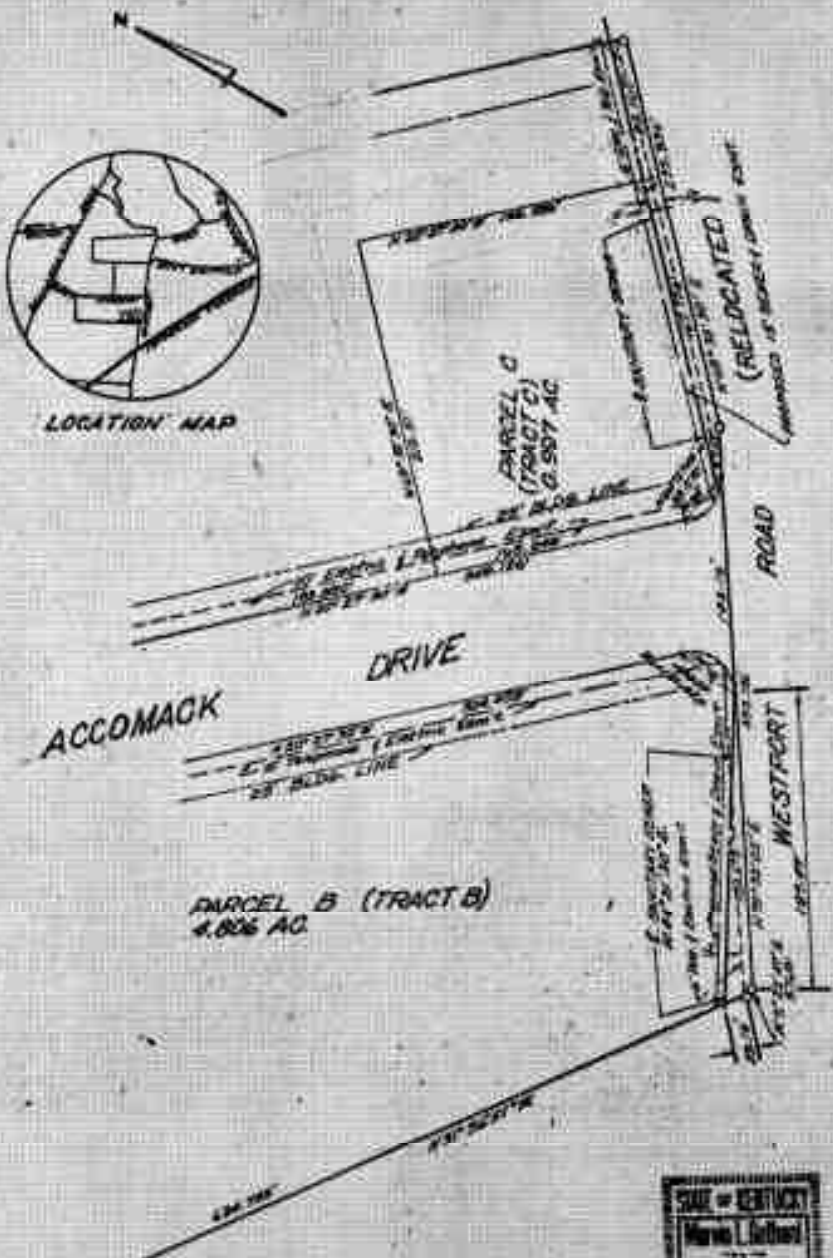
For a valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey to the Grantees, an easement in perpetuity over, under and through the strip of land hereinafter described for the purpose of constructing, maintaining, repairing, removing, reconstructing and enlarging a water pipeline and appurtenances to be laid in said strip. Said strip of ground is located in Jefferson County, Kentucky, on land acquired by the Grantors by deeds recorded in Deed Book 2694, Page 236, and Deed Book 1996, Page 52, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and which strip is described as follows:

4329 REC 451

RECORDED
FEB 4 1970

DELIVERED
JAN 16 1970

BOOK 4327 PAGE 35



This is to certify that the undersigned is the owner of the land shown on this plan and hereby acknowledges the same as to be the plot of
 A part of FINDSETTLE LAND COMPANY
FINDSETTLE LAND CO INC
 BY Walter S. Gentry, Secy
 Approved this 15 day of January 1970
 WISEMAN AND JEFFERSON COUNTY
 PLANNING AND COMMISSION
A. Brown
 Secretary

STATE OF KENTUCKY
Mervin L. Githard
 717
 REGISTERED
 LAND SURVEYOR

I hereby certify that the plan for this plan was made under my supervision and that the original and true copy of this plan is on file in the office of the clerk of the county court and is open to the view of any person who may desire to see the same in the office of my knowledge and belief
Mervin L. Githard
 Clerk
 Seal Expiration Date: 7-17

M MILLER, WIRBY & BROOKS
W LANDSCAPE ARCHITECTS & ENGINEERS
 1000 North 1st St. • Louisville, Ky. 40202

SURVEY FOR FINDSETTLE LAND COMPANY
 LOCATION WESTPORT RD. WIFE CO. KY
 DATE 9/10/68 SCALE 1"=40' NO. 4327-35
 SHEET 1 OF 2

2-70

CERTIFICATE OF RESERVATION OF SANITARY SEWER AND DRAINAGE EASEMENT

Easements for sanitary sewer and drainage purposes are hereby reserved on, over and under the strips of land and spaces as defined and bounded by dashed lines, marked "Sanitary Sewer and Drainage Easement" together with the right of ingress and egress over all lots to and from the easements, for construction, operation, maintenance and reconstruction of sewers and drains. No permanent structure of any kind shall be placed on, over or under the land within said easements. The easements shall be for the benefit of the land in the subdivision and other land which naturally drains therein, and said sewers and drains may be constructed by the Louisville and Jefferson County Metropolitan Sewer District, or by any other public agency having legal authority for such construction, or by others subject to approval by the aforesaid Sewer District.

FINCASTLE LAND CO INC

By Marshall Eldred Jr
Title Assistant Secretary

9.50 - CERTIFICATE OF RESERVATION OF ELECTRIC AND TELEPHONE EASEMENTS

The spaces outlined by dashed lines and marked "electric and telephone easement" are hereby reserved as easements for electric and telephone utility purposes, which include:

- (1) The right of ingress and egress over all lots to and from the easements.
- (2) The right to cut down or trim trees within the easement.
- (3) The right to trim or cut down any trees outside easement area within 10' of the closest conductor within the easement or a public way.
- (4) The right to cut down or trim any trees on private property that may be so defective as to present a hazard to the utility lines after reasonable notice to the property owner.
- (5) The right of any utility company using said easement to remove permanent structures or obstructions within the easement. Fences, shrubbery and gardens may occupy easement area at property owner's risk. The developer is to remove all trees that may interfere with the original construction of the electric lines and telephone lines to serve this subdivision.

FINCASTLE LAND CO, INC

By Marshall Eldred Jr
Title Assistant Secretary

CERTIFICATION OF ACKNOWLEDGMENT

State of Kentucky) 88
County of Jefferson)

I, W.C. FISHER JR, a notary public in and for the County aforesaid, do hereby certify that the foregoing plat of a part of Fincastle Subdivision was this day presented to me by Marshall Eldred Jr, known to me, together with the Certificate of Ownership and Dedication shown thereon, which was executed in my presence and acknowledged to be his and the corporate free act and deed.

Witness my hand and seal this 12th day of January, 19 70
My commission expires on 2-28 day of April, 19 72

W.C. Fisher Jr
Notary Public
Kentucky State of Jan

This is to certify that the undersigned is the owner of the land shown on the plat and hereby acknowledges the same to be the plat of A part of Fincastle Subdivision Section 142
FINCASTLE LAND CO, INC
By Marshall Eldred Jr, Asst Secy
Approved this 12 day of January, 19 70
LOUISVILLE AND JEFFERSON COUNTY
PLANNING COMMISSION
A.J. Brown
Chairman



I hereby certify that the plat for this subdivision was prepared under my supervision and that the proper and true measurements thereon were carried to the best of my knowledge and belief.
Marvin L. Guthrie
Surveyor
Land Surveyor License No. 717

MILLER, WHIRY & BROOKS
LANDSCAPE ARCHITECTS & ENGINEERS
Landscape House • 1107 E. Fourth St. • Louisville, Ky. 40202

SURVEY FOR FINCASTLE LAND COMPANY
LOCATION WESTMONT NO. JEFF CO, KY
DATE 5/18/69 SCALE NO. 2228-247
SHEET 8 OF 8

R016 4327 FILE 39

710
BOOK 4327 PAGE 40
LINDSEY Q. FLEMING
1970 JAN 14 PM 12 11
3 50
D. Cowell

DEED OF EASEMENT

BOOK 4327 PAGE 40

This DEED OF EASEMENT entered into this 14th day of January, 1970, by and between:

FINCASTLE LAND CO., INC., a Kentucky corporation,
P. O. Box 158, Prospect, Kentucky, 40059, Party
of the First Part;

MARATHON OIL COMPANY, an Ohio corporation, Findlay,
Ohio, Party of the Second Part;

and

FIRST NATIONAL BANK OF LOUISVILLE, a corporation
organized and existing under the laws of the
United States of America, 216 South Fifth Street,
Louisville, Kentucky, 40202, Party of the Third Part,

WITNESSETH:

WHEREAS, Party of the First Part is the owner of certain
real estate located in eastern Jefferson County, Kentucky, acquired
by deed dated August 26, 1969, of record in Deed Book 4299, Page
417, in the office of the Clerk of the County Court of Jefferson
County, Kentucky; and

71
1-14-70

WHEREAS, Party of the Second Part is the owner of an
adjoining parcel of land acquired by deed dated January 14, 1970,
of record in Deed Book 4327, Page 54, in the office of the clerk
aforesaid and more particularly described as follows:

(Trust C)
BEING Parcel "C" as shown on the plat of
Fincastle, Section 1-A-2 of record in Plat
and Subdivision Book 26, Page 68, in the
Office of the Clerk aforesaid.

WHEREAS, Party of the Second Part desires to acquire an
easement over certain land owned by Party of the First Part adjacent
to the above described Parcel "C".

NOW, THEREFORE, for valuable consideration, the receipt of
which is hereby acknowledged, Party of the First Part hereby grants
unto Party of the Second Part, its licensees, invitees, lessees,
grantees, successors and assigns a perpetual non-exclusive easement,
to be used in common with others for ingress to and egress from
Parcel "C" and as an appurtenance thereto, over and across a
strip of land 30 feet in width situated in Jefferson County,
Kentucky, and more particularly described as follows, to-wit:

BEGINNING at the intersection of the East line
of Accomack Drive as shown on the plat of
Fincastle, Section 1-A-2, of record in Plat
and Subdivision Book 26, Page 68, in the office
of the Clerk aforesaid, with the North line of
Parcel "C" acquired by Party of the Second Part

by Deed dated January 14, 1970, and recorded in Deed Book _____, Page _____, in the office of the Clerk aforesaid; thence with said North line of said Parcel "C" North 69 degrees 30 minutes 30 seconds East 219.51 feet to the Northeast corner of said Parcel "C"; thence with the East line of said Parcel South 20 degrees 27 minutes 30 seconds East 199.586 feet to the North line of relocated Westport Road; thence with said North line of relocated Westport Road North 69 degrees 33 minutes 30 seconds East 30 feet to a point; thence North 20 degrees 27 minutes 30 seconds West 229.586 feet to a point; thence South 69 degrees 32 minutes 30 seconds West 249.51 feet to a point in the East line of Acconack Drive; thence with the East line of Acconack Drive South 20 degrees 27 minutes 30 seconds East 30 feet to the point of beginning.

BEING a part of the property acquired by Party of the First Part by deed from Houston-McCord Realty Company dated August 26, 1969, of record in Deed Book 4299, Page 417, in the office of the Clerk aforesaid.

Said easement is granted only for the purpose of ingress to and egress from the above described Parcel "C" owned by Party of the Second Part and Party of the First Part reserves and retains the right to use said strip of land in any manner not inconsistent with the easement granted herein and to grant to others any rights or easements within said strip not inconsistent with the easement granted herein.

Party of the Second Part hereby agrees that it, its successors and assigns, will hold the Party of the First Part harmless from any damage arising from the use of said easement by Party of the Second Part, its licensees, invitees, licensees, grantees, successors and assigns.

Party of the Third Part joins in this Deed of Easement for the sole and express purpose of consenting and does hereby consent to the granting of the above described easement and agrees that in the event of foreclosure of a mortgage in its favor dated August 29, 1969, and recorded in Mortgage Book 1075, Page 69, in the office of the Clerk aforesaid, or other sale of the property described in said mortgage under judicial proceedings, the same may be sold subject to said easement.

IN WITNESS WHEREOF, Parties of the First, Second and Third Parts, by and through their duly authorized officers, have executed this Deed of Easement as of the date and year first hereinabove written.

FINCASTLE LAND CO., INC.

By Patrick Calloway
Pres

4327 41

4327 42

MARATHON OIL COMPANY

BY Albert Ray Williams
General Attorney

FIRST NATIONAL BANK OF LOUISVILLE

BY Harold S. Eldred

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing DEED OF EASEMENT was this day produced before me in my said County by Albert Ray Williams and Harold S. Eldred, who respectively state that they are General Attorney and President of PINCASTLE LAND CO., INC., a Kentucky corporation and FIRST NATIONAL BANK OF LOUISVILLE, a corporation, and as such have acknowledged same to be their free act and deed and the free act and deed of said corporations. WITNESS my hand this 10th day of January, 1970. My commission expires: July 12, 1971

Harold S. Eldred
NOTARY PUBLIC, STATE OF KENTUCKY

^{Kentucky}
STATE OF OHIO
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing DEED OF EASEMENT was this day produced before me in my said County by Albert Ray Williams who states that he is General Attorney of MARATHON OIL COMPANY, an Ohio corporation, and as such has acknowledged same to be his free act and deed and the free act and deed of said corporation. WITNESS my hand this 10th day of January, 1970. My commission expires: August 1, 1971

Jack E. Howard
NOTARY PUBLIC

This instrument of writing was prepared by Marshall P. Eldred, Jr., of Brown, Eldred and Bonnie, Attorneys, 251 South Fifth Street, Louisville, Kentucky, 40202.

Marshall P. Eldred Jr.

72

G. Howard

JAN 16 1970

JAN 13 1970

W. Eldred

The easement herein conveyed is a strip of land 20 feet wide located in Jefferson County, Kentucky, the centerline of which is more particularly described as follows (all points being stakes located on the centerline of a proposed sewer):

BEGINNING: at a point in the Southwest property line of the first party, said point being South 21 degrees 26 minutes 01 seconds East 4,104.50 feet with said Southwest property line from the common Northerly property corner of said first party and the Northeast corner of Kentucky Lumber Company of record in Deed Book 3552, Page 98, in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence South 82 degrees 00 minutes 21 seconds East 488.01 feet to a point in the Northerly line of Westport Road, said point being South 87 degrees 03 minutes 13 seconds West 140.20 feet and South 54 degrees 17 minutes 12 seconds West 204.41 feet and South 30 degrees 42 minutes 40 seconds East 4 feet and South 55 degrees 17 minutes 12 seconds West 1,031.40 feet and South 64 degrees 32 minutes 04 seconds West 113.41 feet and South 72 degrees 46 minutes 22 seconds West 95.73 feet and South 30 degrees 46 minutes 29 seconds West 95.73 feet and South 02 degrees 40 minutes 29 seconds West 88.22 feet with said Northerly line of Westport Road from the centerline of Murphy Lane.

BEING a part of the same property conveyed to the party of the first part by deed dated September 3, 1957 of record in Deed Book #160, page 529, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

The Grantor further grants to Metropolitan, its successors or assigns, the temporary right to use land within sixty (60) feet on each side of the centerline of the perpetual easement herein granted for storage and movement of excavated earth, rock, construction materials, tools and equipment during original construction of said improvements.

The majority of the surface land over which the easement is hereby granted is to be used for right of way for relocating Westport Road. It is specifically understood that the easement herein granted shall not interfere with the relocating of Westport Road. The Grantor agrees not to erect buildings or structures of any kind, character or description upon or across the easement herein granted, except for the construction of Westport Road.

The Grantor covenants that it is lawfully seized and possessed of the property subjected to the above described easement, that it has full right and power to convey the same and that said property is free of all encumbrances, except current taxes and encumbrances and restrictions of record.

The party of the titled part joins herein for the sole purpose of releasing, and it does hereby release any right, title or interest it has or may have in or to the property in respect of which such easements are granted, by reason of option dated September 29, 1957, from Houston-McCom Realty Company to Patrick Calhoun, Jr., and others, recorded in Deed Book No. 4214, Page No. 109, and Option Book No. 8, Page No. 29, in the Office of the County Clerk of Jefferson County, Kentucky.

In TESTIMONY WHEREOF, witness the signature(s) of the Grantor this _____ day of _____, 19____.

100-4247-Sub 535

HOUSTON-McCOM REALTY COMPANY
[Signature]
By: _____
Its

FENCHESTLE LAND COMPANY, INC.
[Signature]
By: _____
Its

100-4247 sub 536

STATE OF Kentucky)
COUNTY OF Jefferson) SS

I, the undersigned Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument was produced to me in said County and State by W. H. Ballard as President of Houston McGord Realty Company by him and acknowledged/to be its act and deed.

WITNESS my hand this 23 day of December, 1968.
My Commission expires Jan 26, 1970.

James T. Kuehn
NOTARY PUBLIC, State of Kentucky
County of Jefferson



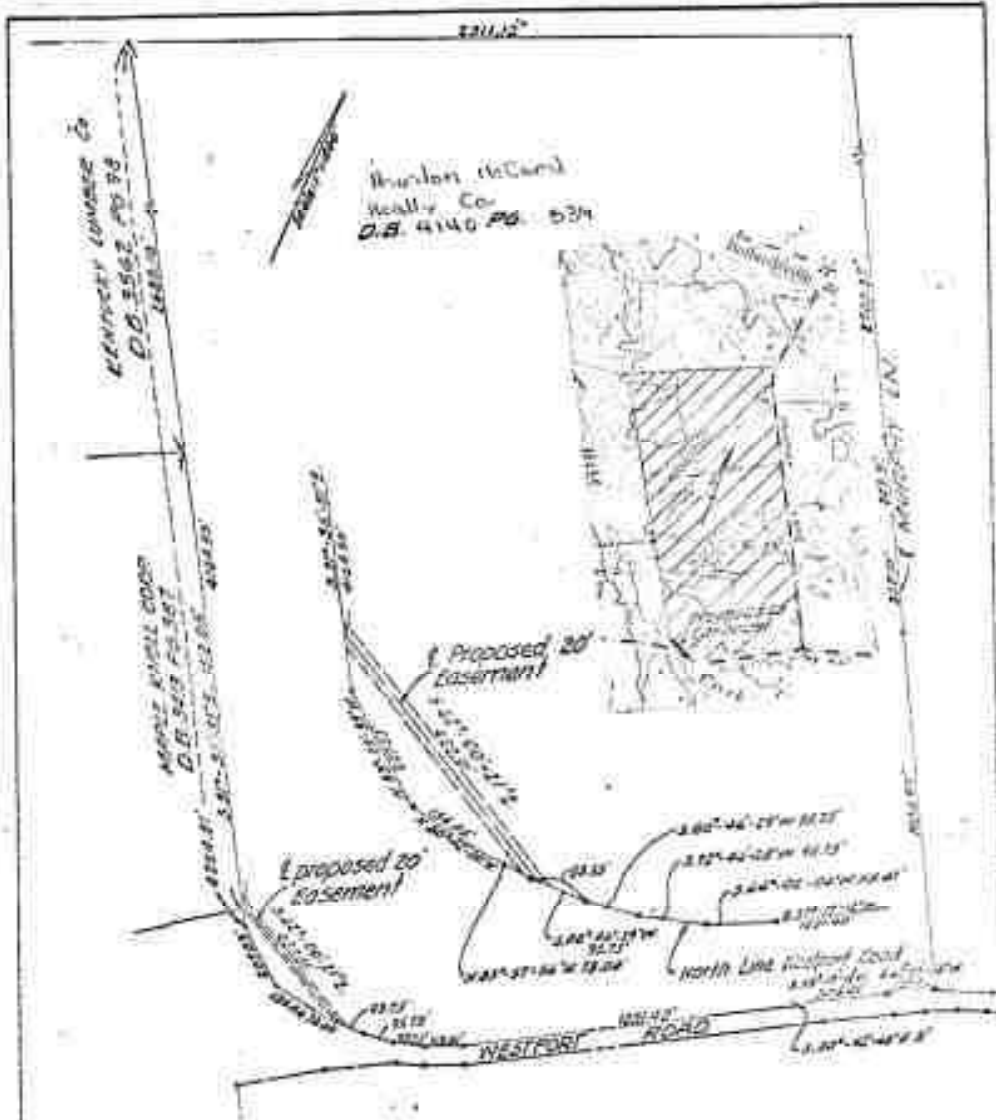
STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

I, the undersigned Notary Public, within and for the State and County aforesaid, do hereby certify that the foregoing instrument was produced to me in said County and State by Arthur B. Ashburn Jr. as President of Vingestle Land Co., Inc. by him and acknowledged/to be its act and deed.

WITNESS my hand this 21 day of December, 1968.
My Commission expires January 17, 1971.

John B. Ashburn
NOTARY PUBLIC, State of Kentucky
County of Jefferson

This instrument prepared by:
Claude L. Nutt
CLAUDE L. NUTT, Attorney at Law
1010 Republic Building
Louisville, Kentucky 40202
7/68



Sheet 1 of 1

This is to certify that the above signed is the owner of the land shown on this plat and hereby acknowledges the same to be part of _____

FILED 4247 MAR 5 1937

Approved this _____ day of _____ 19____

Louisville & Jefferson County Planning Commission



I hereby certify that this plat was made under my supervision and is correct to the best of my knowledge and belief.

J. C. [Signature]
 1937/3/5

JUL 25 1988

DELIVERED

4209 92

THIS INSTRUMENT between Houston McLeod Realty Company, a corporation created and existing under the laws of the State of Tennessee, party of the first part, hereinafter called Grantor, and LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, party of the second part, hereinafter called Grantee.

WITNESSETH: That the Grantor, as a donation to the Grantee, does hereby sell, grant and convey insofar as it legally may to the Grantee a thirty (30) feet easement for a power line, poles, and guy lines with anchors, and gas lines and pipe lines on, over, under and across a tract or parcel of land in the County of Jefferson, State of Kentucky and being more particularly described as follows:

Beginning at a point in the north right of way line of the existing Westport Road and the southerly right of way line of the proposed Westport Road seventy five (75) feet southwardly as measured along a radial line from a point in the center line of said proposed Westport Road at Highway Station 78/00, thence northeasterly along a line seventy five (75) feet southwardly from and parallel to the center line of said proposed Westport Road a distance of one thousand four hundred sixty seven (1,467) feet, more or less, to a point in the north right of way of said existing Westport Road, said last described line lies twenty (20) feet northwardly from and parallel to the south right of way line of the proposed Westport Road between Highway Stations 80/00 and 90/00; thence south 59° 15' 49" west along the northwardly line of said existing Westport Road a distance of one hundred sixty five (165) feet, more or less, to a point one hundred five (105) feet southwardly from and at right angles to the center line of said proposed Westport Road; thence southeasterly along a line one hundred five (105) feet southwardly from and parallel to the center line of said proposed Westport Road a distance of one thousand two hundred fifty (1,250) feet, more or less, to a point in the north right of way line of said existing Westport Road; thence north 74° 32' 34" west along the north right of way line of existing Westport Road a distance of sixty five (65) feet, more or less, to the point of beginning containing seventy five thousandths (0.075) acre, more or less, and being a part

of the same property conveyed to the Grantor by W.A.V.E., Inc. by deed dated September 5, 1967, recorded in Deed Book 4140, page 579, in the County Court Clerk's Office, Jefferson County, Kentucky, being shown in green on map of Kentucky Department of Highways project D.T. 56-166.

Attached hereto and made a part hereof is a map showing the location of the easement hereinafter described. In accepting delivery of this indenture and in consideration of the granting of the easement herein contained, the Grantee agrees that the conditions hereinafter set out shall be binding upon the Grantee, its successors or assigns.

The conveyance of easement hereby made is upon the express condition subsequent, that in the event of a vacation or abandonment of said power line or any portion thereof, or if said premises or any portion thereof shall be at any future time abandoned, or not used for said power line, or shall be used by the Grantee for any other purpose, said easement hereby conveyed as to the portion so abandoned or vacated, or any interest granted by this easement, shall thereupon cease and determine, and all rights hereby conveyed shall revert to the Grantor, its successors or assigns.

The Grantee shall construct, operate and maintain its wires and the supports therefor so, over and across the property of the Grantor at said location in accordance with the current specifications of the National Electric Safety Code of the National Bureau of Standards; provided, however, in the event other specifications are now or may hereafter be prescribed by law of the United States or of the State in which said easement is located, or by any regulatory body having jurisdiction in the premises, the Grantee shall construct, operate and maintain its said wires and the supports therefor in accordance with the specifications as prescribed by law or by such regulatory body to the extent that such specifications are inconsistent with the specifications of said Code.

The Grantee shall maintain the wires and supports so that there will be no interference with the maintenance or operation of the Grantor's railroad or with its communication or signal system or other facilities in the vicinity of said easement, and so that danger to all persons and property will be reduced to a minimum.

42003 003

FORM 4209 REV. 94

There shall be no buildings or structures erected within the limits of this easement. The Grantee is further granted the right to ingress and egress over the lands of the undersigned to and from said line in the exercise of this easement and is further granted the right to do all reasonable necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

The Grantee hereby releases the Grantor, their officers, agents and employees, and shall hold them harmless from, and shall indemnify them against, all claims, demands and causes of action of the Grantee, its officers, agents, or employees, for injury to person, including death, or damage to or loss of property occurring while on or about the property at or about the above-mentioned easement unless caused by the sole negligence of the railroad company.

IN WITNESS WHEREOF, the Louisville and Nashville Railroad Company, Grantor herein, has caused these presents to be signed by its duly authorized officers and its corporate seal, duly attested, to be hereunto affixed, this 15 day of July, 1968.

HOUSTON RECORD REALTY COMPANY

By [Signature]

Attest:

[Signature]
Assistant Secretary



Prepared by J. C. Pickett, L&N RR Co.,
908 N. Broadway, Louisville, Ky.

J. C. Pickett

STATE OF KENTUCKY }
JEFFERSON COUNTY } OCT.

I, Virginia Stevenson, Notary Public in and for the State and County aforesaid, do certify that on this day the foregoing deed was produced to me by the parties in the County aforesaid and acknowledged by W. H. Kendall, President of the Houston McLeod Realty Company, to be the act and deed of the Houston McLeod Realty Company and W. H. Kendall, President of said Company.

My commission expires March 19, 1972.

Witness my hand and official seal, this 15 day of

July 1962.

Virginia Stevenson
Notary Public, Jefferson County, Kentucky

The authentication for this document is not responsible in any way.

KENTUCKY AND DISTRICT COURTS

BY Ed. Kuyper

Subscribed and sworn before me, a Notary Public, on

17 day of July, 1962.

My Commission expires MARCH 19, 1970

Ed. Kuyper
Notary Public



FD-4209 (REV. 9-5)

POST OFFICE BOX 1004
2000 AVA - 7th FLOOR 9 1014
SPRINGFIELD ST. BRIDGE
CLEAN AIR OF UNIVERSITY

POST OFFICE BOX 1004
2000 AVA - 7th FLOOR 9 1014
SPRINGFIELD ST. BRIDGE
CLEAN AIR OF UNIVERSITY

POST OFFICE BOX 1004
2000 AVA - 7th FLOOR 9 1014
SPRINGFIELD ST. BRIDGE
CLEAN AIR OF UNIVERSITY

POST OFFICE BOX 1004
2000 AVA - 7th FLOOR 9 1014
SPRINGFIELD ST. BRIDGE
CLEAN AIR OF UNIVERSITY

Witness my hand this 12 day of October
1962

W. F. Phillips
Notary Public
Notary Public, Commonwealth of Kentucky

This instrument prepared by
Middletown, Kentucky, and dated
October 12, 1962
by
MCCORD
WALLIS & MCCORD
Carl A. Hubs

30
307
MICHIGAN
AVENUE
ANN ARBOR
MICHIGAN
48106
671 1 03 02 AMH DDL
GIBSONVILLE
MICHIGAN
48135
611

REC-4158 MAR-195

Form 50 3-62

CONVEYANCE OF RIGHT-OF-WAY

The undersigned Houston-McCord Realty Company and
Fincastle Land Co., Inc.

of Jefferson County, Kentucky, for valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey unto LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, its successors and assigns (herein called the Company), the right and easement to construct and maintain an electric transmission line or lines and telephone lines, together with all poles and equipment appropriate in connection therewith over our property located

West side of Murphy Lane approximately 3/10 mile south of Highway 922.

Easements as shown on Drawing No. 867-1732A attached hereto and made a part
hereof. If paving should conflict with future development of property, it will
be removed or relocated to a point mutually agreeable, at the request of
the undersigned and at the expense of Louisville Gas & Electric
Company.

in Jefferson County, Kentucky, title to which was
acquired by us by Deed dated 5th day of September 1962, and
recorded in Deed Book 4140 Page 539 in the County Clerk's Office of Jefferson
County Kentucky. There shall be no buildings or structures erected within the limits of this easement.
The Company is further granted the right to ingress and egress over the lands of the undersigned to and
from said line in the exercise of this easement and is further granted the right to do all reasonable
necessary trimming and removal of trees and branches for the proper clearance of said line or lines.

Furthermore the undersigned of the Company's (or assigns) consent to property of the undersigned
the undersigned parties to the Company with right that the undersigned property to be necessary to
enable the Company to make further extensions of its lines.

It is further expressly agreed that the Company will pay to the undersigned all damage that may be
caused by it to fences, crops, or animals of the undersigned in the exercise of this easement.

Handwritten initials

BOOK 4158 PAGE 196

IN TESTIMONY WHEREOF, witness the signatures of the undersigned this 30th day of October, 1967

Houston-McCord Realty Company

By: J. C. Pickett
REAL ESTATE AGENT

Fincastle Land Co., Inc.

By: Patrick Calhoun Jr.
Pres.

WITNESS

STATE OF KENTUCKY }
COUNTY OF JEFFERSON }

I, Marshall P. Eldred Jr., a Notary Public in and for the State and County aforesaid hereby certify that Patrick Calhoun, Jr. and _____ personally known to me to be the _____ President and _____ respectively, of Fincastle Land Co., Inc. appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of Fincastle Land Co., Inc. and their free act and deed as such officers thereof.

My Commission expires July 12, 1971

WITNESS MY HAND and notarial seal this 25th day of October, 1967

Marshall P. Eldred Jr.
Notary Public

STATE OF KENTUCKY }
COUNTY OF JEFFERSON }

I, W. F. Adams, a Notary Public in and for the State and County aforesaid hereby certify that J. C. Pickett and _____ personally known to me to be the _____ President and REAL ESTATE AGENT respectively, of Houston-McCord Realty Co. appeared before me this day in person in the State and County aforesaid, and acknowledged the execution and delivery of the foregoing instrument to be the free act and deed of Houston-McCord Realty Co. and their free act and deed as such officers thereof.

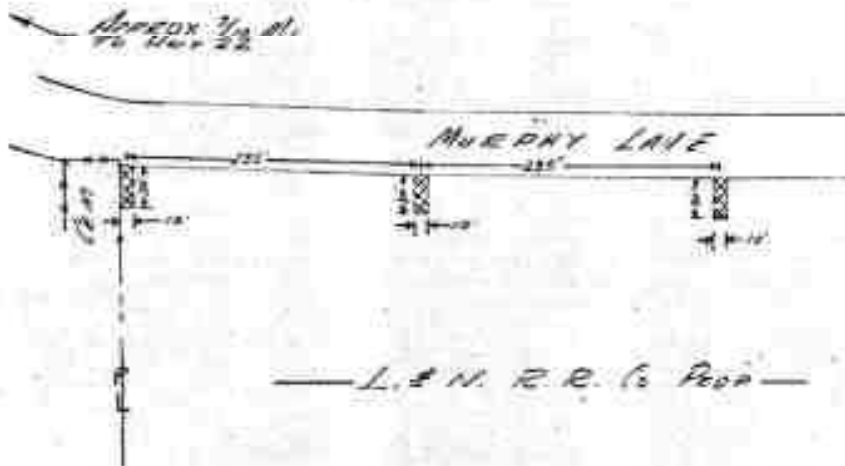
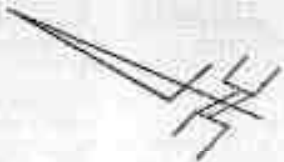
My Commission expires July 6, 1971

WITNESS MY HAND and notarial seal this 30 day of October, 1967

W. F. Adams
Notary Public
NOTARIAL SEAL

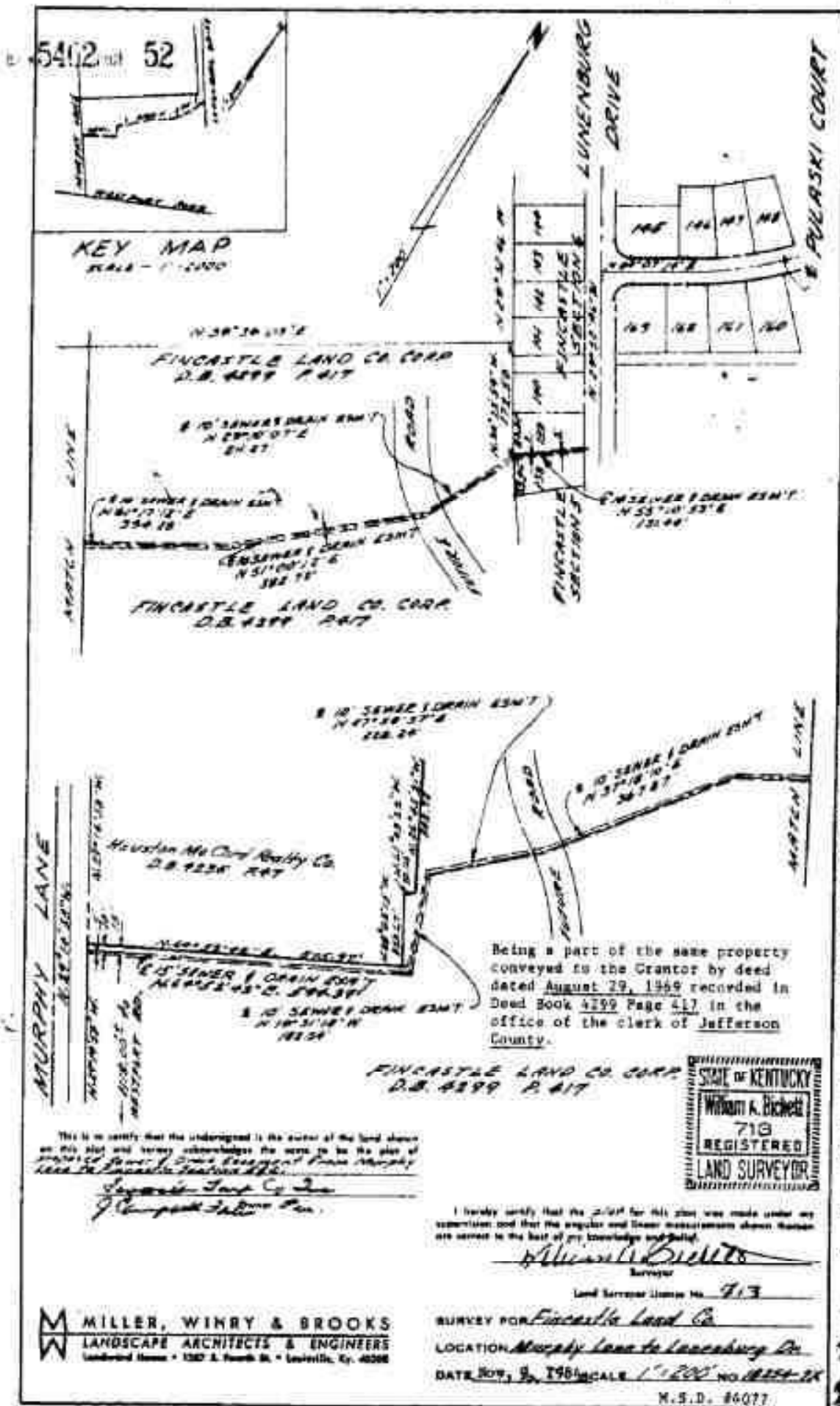
This instrument prepared by
 Middleton, Lockhart, Wolford,
 Willis & Co. Engineers
 207 S. Third Street
 Louisville, Kentucky
 MIDDLETON, LOCKHART, WOLFORD,
 WILLIS & CO. ENGINEERS

Palmer



4158 MAY 197

LOUISVILLE GAS AND ELECTRIC CO. Louisville, Kentucky	
ELECTRIC DIST. D - NATURAL GAS D - GAS DIST. D	
PROPOSED GROUND CONNECTIONS ON L. & N. R. R. Co. PROPERTY	
Scale 1" = 100' Horiz. 1/2" = 20' Vert.	ECT-1732 A
Drawn by: <i>W. J. Smith</i>	
Checked by: <i>W. J. Smith</i>	



Being a part of the same property conveyed to the Grantor by deed dated August 29, 1969 recorded in Deed Book 4299 Page 417 in the office of the clerk of Jefferson County.

FINCASTLE LAND CO. CORP.
D.B. 4299 P. 417

STATE OF KENTUCKY
WILLIAM A. BICKERS
718
REGISTERED
LAND SURVEYOR

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 FINCASTLE LAND CO. CORP. and Houston Mc Cord Realty Co. and that the same is correct and true to the best of his knowledge and belief.

Signature
Surveyor

I hereby certify that the 2-1/2" for this plat was made under my supervision and that the angular and linear measurements shown herein are correct to the best of my knowledge and belief.

Signature
Surveyor

MILLER, WINBY & BROOKS
LANDSCAPE ARCHITECTS & ENGINEERS
Landmark Plaza • 1307 S. Fourth St. • Louisville, Ky. 40208

SURVEY FOR *Fincastle Land Co.*
LOCATION *Murphy Lane to Lunenburg Dr.*
DATE *Nov. 9, 1969* SCALE *1" = 200'* NO. *1124-2X*
M.S.D. 86077

CERTIFICATE OF RESERVATION OF SANITARY SEWER AND DRAINAGE EASEMENT

A perpetual easement for sanitary sewer and drainage purposes is hereby reserved on, over and under the strips of land and spaces as defined and marked "Sanitary Sewer and Drainage Easement" on the plat attached hereto, together with the right of ingress and egress over GRANTOR'S property to and from the easement for construction, operation, maintenance, repair and reconstruction of sewers and drains.

No permanent structure of any kind shall be placed on, over or under the land within the perpetual easement. The perpetual easement shall be for the benefit of the GRANTOR'S property and all lands which naturally drain therein, and said sewers and drains may be constructed by the Louisville and Jefferson County Metropolitan Sewer District (MSD) or by any other public agency having legal authority for such construction, or by others subject to approval by MSD.

Temporary rights are hereby reserved to use land adjacent to the perpetual easement(s) herein granted for storage and movement of excavated earth, rock, construction materials, tools and equipment during original construction of said sewers and drains.

J. Campbell Foster, Inc.
Owner(s)

CERTIFICATION OF ACKNOWLEDGEMENT

State of Kentucky) | 55
County of Jefferson

I, Will Ross Williams, a notary public in and for the County aforesaid, do hereby certify that the foregoing plat of Grant for Fincastle Land Co. Inc. was this day presented to me by J. Campbell Foster, Inc. known to me, together with the Certificate of Ownership and Dedication shown thereon, which is executed in my presence and acknowledged to be is free act and deed.

Witness my hand and seal this 9th day of November, 1984. My commission expires on 1st day of January, 1986.

This Instrument Prepared by:

Will Ross Williams
Notary Public

Robert W. Keats
Attorney-at-Law
400 South Sixth Street
Louisville, Kentucky 40202



The Fincastle Land Co., Inc.
Jefferson County, Kentucky
Deed Book 4299, Page 417

5462 50

FINCASTLE
KEY
MAP

PROPOSED NOUNSOUND DRIVE EXTENSION
EXISTING FOLQUIER PLACE
EXISTING NOUNSOUND DRIVE

FUTURE SECTION FINCASTLE
PER FINCASTLE, INC. CO., INC.

Being a part of the same property conveyed to the Grantor by deed dated August 29, 1969 recorded in Deed Book 6199 Page 117 in the office of the clerk of Jefferson County.

4.10 SEWER & DRAIN EASEMENT

PROPOSED KAPPANNOCK DRIVE EXTENSION
4.10 SEWER & DRAIN EASEMENT (GRANTED)
4.10 SEWER & DRAIN EASEMENT (GRANTED)

(GRANTED)
STATE OF KENTUCKY
William A. Dickert
713
REGISTERED
LAND SURVEYOR

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

Owner: Fincastle Land Co. Inc.
Address: 5000 Nounsound Rd.
By: William A. Dickert

I hereby certify that the survey for this plan was made under my supervision and that the original and true copies of this plan are on file in my office and are open to the best of my knowledge and belief.

William A. Dickert
Surveyor
Land Surveyor License No. 713

Miller, Wibry & Lee
Landscape Architects & Engineers
Landward House • 1367 So. Fourth St. • Louisville, Ky.

SURVEY FOR THE FINCASTLE LAND CO., INC.
LOCATION JEFFERSON COUNTY, KENTUCKY
DATE: SEP. 9, 1984 SCALE 1"=100' NO. 800615
M.S.D.# 3451

CERTIFICATE OF RESERVATION OF SANITARY SEWER AND DRAINAGE EASEMENT

A perpetual easement for sanitary sewer and drainage purposes is hereby reserved on, over and under the strips of land and spaces as defined and marked "Sanitary Sewer and Drainage Easement" on the plat attached hereto, together with the right of ingress and egress over GRANTOR'S property to and from the easement for construction, operation, maintenance, repair and reconstruction of sewers and drains.

No permanent structure of any kind shall be placed on, over or under the land within the perpetual easement. The perpetual easement shall be for the benefit of the GRANTOR'S property and all lands which naturally drain therein, and said sewers and drains may be constructed by the Louisville and Jefferson County Metropolitan Sewer District (MSD) or by any other public agency having legal authority for such construction, or by others subject to approval by MSD.

Temporary rights are hereby reserved to use land adjacent to the perpetual easement(s) herein granted for storage and movement of excavated earth, rock, construction materials, tools and equipment during original construction of said sewers and drains.

[Signature]
[Signature]
Owner's)

CERTIFICATION OF ACKNOWLEDGEMENT

State of Kentucky) | 55
County of Jefferson

I, [Signature], a notary public in and for the County aforesaid, do hereby certify that the foregoing plat of [Signature] was this day presented to me by [Signature], known to me, together with the Certificate of Ownership and Dedication shown thereon, which is executed in my presence and acknowledged to be is free act and deed.

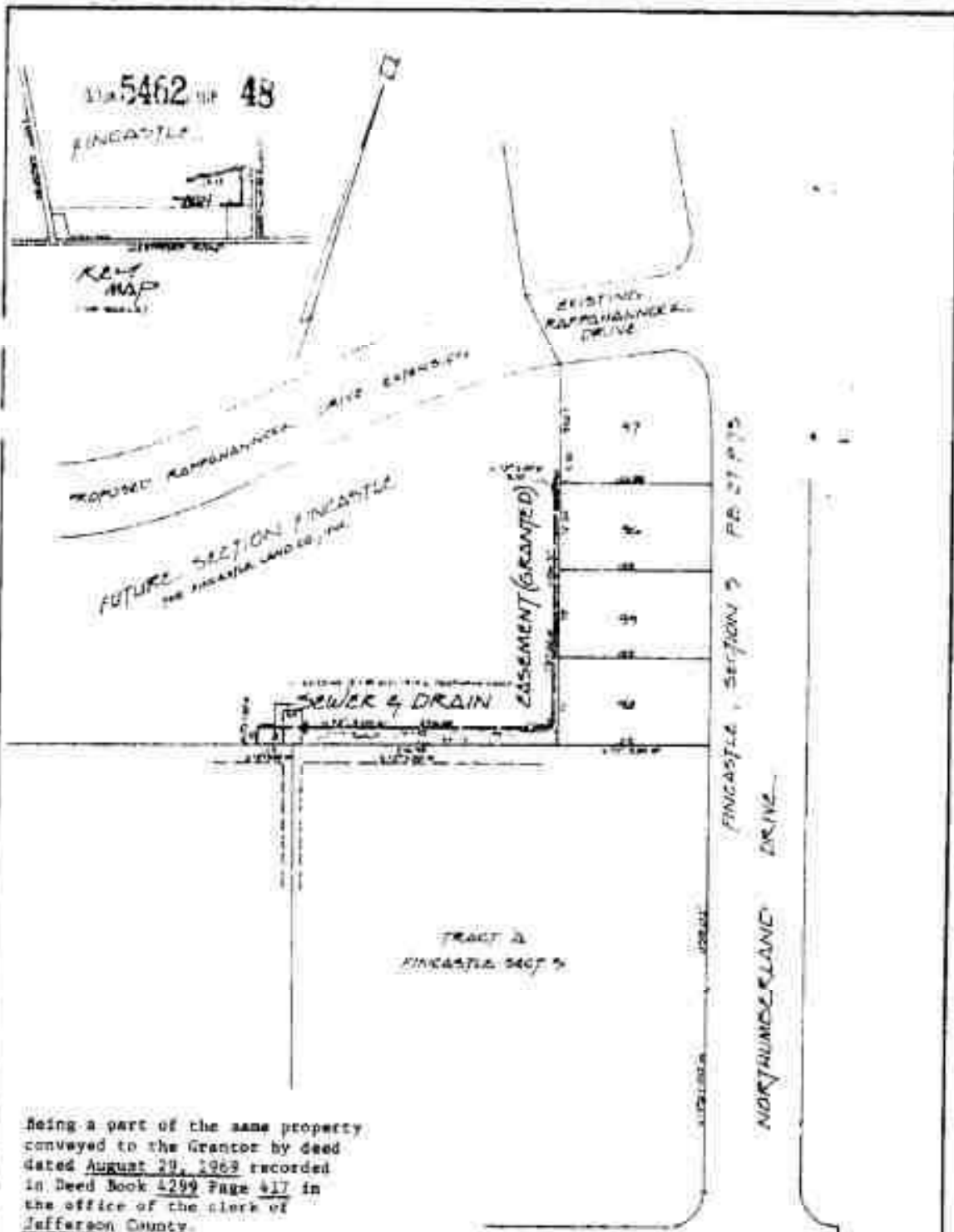
Witness my hand and seal this 9th day of November, 1974. My commission expires on 10th day of January, 1976

This Instrument Prepared by:

[Signature]
Robert W. Reats
Attorney-at-Law
400 South Sixth Street
Louisville, Kentucky 40202

[Signature]
Notary Public

The Fincastle Land Co., Inc.
Jefferson County, Kentucky
Deed Book 4299, Page 417



Being a part of the same property conveyed to the Grantor by deed dated August 29, 1963 recorded in Deed Book 4299 Page 417 in the office of the clerk of Jefferson County.

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

Owner Landscape Architects Inc
 Address 1111 Duquesne Rd
 By James Lee Powell

STATE OF KENTUCKY
 William A. Buckler
 713
 REGISTERED
 LAND SURVEYOR

I hereby certify that the survey for this plan was made under my supervision and that the angles and linear measurements shown thereon are correct to the best of my knowledge and belief.

William A. Buckler
 Surveyor
 Land Surveyor License No. 713

Miller, Wibry & Lee
 Landscape Architects & Engineers
 Landward House • 1207 So. Fourth St. • Louisville, Ky.

SURVEY FOR THE FINCASTLE LAND CO., INC.
 LOCATION NORTHUNTERLAND DR. JEFFERSON CO., KY.
 DATE SEP. 9, 1968 SCALE 1"=100' NO. 8254-63
 M.D.# 3455
 SHEET 1 OF 2

CERTIFICATE OF RESERVATION OF SANITARY SEWER AND DRAINAGE EASEMENT

A perpetual easement for sanitary sewer and drainage purposes is hereby reserved on, over and under the strips of land and spaces as defined and marked "Sanitary Sewer and Drainage Easement" on the plat attached hereto, together with the right of ingress and egress over GRANTOR'S property to and from the easement for construction, operation, maintenance, repair and reconstruction of sewers and drains.

No permanent structure of any kind shall be placed on, over or under the land within the perpetual easement. The perpetual easement shall be for the benefit of the GRANTOR'S property and all lands which naturally drain therein, and said sewers and drains may be constructed by the Louisville and Jefferson County Metropolitan Sewer District (MSD) or by any other public agency having legal authority for such construction, or by others subject to approval by MSD.

Temporary rights are hereby reserved to use land adjacent to the perpetual easement(s) herein granted for storage and movement of excavated earth, rock, construction materials, tools and equipment during original construction of said sewers and drains.

J. Campbell Foster Pen
Fincastle Land Co., Inc.
Owner(s)

CERTIFICATION OF ACKNOWLEDGEMENT

State of Kentucky) (85
County of Jefferson

I, Jill Ann Gresham, a notary public in and for the County aforesaid, do hereby certify that the foregoing plat of Grant to Fincastle Land Co., Inc. was this day presented to me by J. Campbell Foster, President, known to me, together with the Certificate of Ownership and Dedication shown thereon, which was executed in my presence and acknowledged to be free free act and deed.

Witness my hand and seal this 9th day of November, 1984. My commission expires on 10th day of January, 1986

This Instrument Prepared by:

Jill Ann Gresham
Notary Public

Robert W. Leats
Attorney-at-Law
400 South Sixth Street
Louisville, Kentucky 40202



70497
NOV 9 1984
JAG
NOTARY PUBLIC
JEFFERSON COUNTY, KY.

The Fincastle Land Co., Inc.
Jefferson County, Kentucky
Deed Book 4299, Page 417

Date November 9, 1984 File No. 5462-116 49

5462-116 49

DEED OF RESTRICTION

4300 96

10 This DEED OF RESTRICTION made and entered into on this day of May, 1969, by and between:

HOUSTON-MCGORD REALTY COMPANY, a Kentucky corporation, 908 West Broadway, Louisville, Kentucky, Party of the First Part,

and

FINCASTLE LAND CO., INC., a Kentucky corporation, P. O. Box 158, Prospect, Kentucky, Party of the Second Part,

and

THE LOUISVILLE AND JEFFERSON COUNTY PLANNING COMMISSION, Fiscal Court Building, Louisville, Kentucky, Party of the Third Part,

WITNESSETH:

Party of the First Part is the owner and Party of the Second Part possesses the option to purchase a certain tract of land located in Jefferson County, Kentucky, more particularly described as follows:

TRACT A

BEGINNING at the intersection of the centerline of relocated Westport Road with the centerline of Murphy Lane; thence with the centerline of Murphy Lane North 29 degrees 14 minutes 58 seconds West 554.74 feet to a point; thence North 72 degrees 13 minutes East 2955.07 feet to a point; thence South 10 degrees 30 minutes East 141.14 feet to a point; thence South 17 degrees 47 minutes East 400.00 feet to a point in the centerline of existing Westport Road; thence with said centerline South 72 degrees 13 minutes West 2536.95 feet and relocated centerline South 71 degrees 29 minutes 30 seconds West 289.98 feet to the point of beginning and containing 35.773 acres.

BEING a part of the property acquired by Party of the First Part by deed dated September 5, 1967, recorded in Deed Book 4140, Page 539, in the office of the Clerk of the County Court

of Jefferson County, Kentucky, and a part of the property described in an option in favor of Party of the Second Part dated September 26, 1967, recorded in Deed Book 4214, Page 109, in the office aforesaid.

WHEREAS, Parties of the First and Second Parts intend:

(a) To provide sufficient space in attractive, landscaped and planned commercial area for certain limited operations;

(b) To protect for future restricted commercial uses, land which is adjacent to the Louisville and Nashville Railroad Company Industrial Park;

(c) To insure compatibility between the commercial operations within the restricted commercial district, the adjacent industrial park, the adjacent residential district and the character of the community in which the restricted commercial district is located;

MAR 4 1971

(d) To provide opportunities for industrial supporting businesses close to the industrial park, and thus to reduce travel time and the burden on the county road system.

NOW, THEREFORE, for a valuable consideration, Party of the First Part, and the Party of the Second Part, insofar as it has the right to do so by virtue of the option above described, hereby impose upon the above described property the following restrictions:

I. ONLY THE FOLLOWING USES SHALL BE PERMITTED:

- Accounting, auditing, and bookkeeping services
- Automotive equipment suppliers
- Blueprinting and photocopying services
- Business machines and equipment sales and services
- Commercial research and development laboratories
- Community facilities
- Container and packaging sales
- Detective agencies and protective services
- Direct mail advertising services
- Educational and scientific research agencies
- Electrical and electronic parts and equipment sales and service
- Finance, insurance and real estate services
- Industrial machinery, equipment sales and services

- Industrial supplies
- Medical and dental laboratories
- Offices
- Photofinishing laboratories
- Photographic studios
- Small equipment sales, rental, and leasing services
- Telephone communication facilities
- Apartment hotels, and office buildings, including businesses customarily incidental to such uses conducted for the convenience of the occupants and provided all entrances, designs, signs and show windows for such uses shall not be evident from the outside of the building
- Boarding and lodging houses
- Fraternalities, sororities, clubs, and lodges, excluding those the chief activity of which is a service customarily carried on as a business
- Group houses
- Multiple-family dwellings
- Professional offices for accountants, architects, artists, attorneys-at-law, barber shops, beauty shops, chiropractors, chiropractors, dentists, insurance agents, landscape architects, land surveyors, opticians, optometrists, osteopaths, physicians, professional consultant services, real estate brokers, professional engineers, and surgeons

EX-4300 PAGE 57

- Row houses
- Agricultural uses
- Churches and parish halls, temples, convents and monasteries
- Colleges, schools, and institutions of learning (except trade, business, or industrial schools)
- Country clubs
- Golf courses, except miniature courses or driving ranges operated for a commercial purpose
- Home occupations
- Libraries, museums, historical buildings and grounds, arboretums, aquariums, and art galleries
- Nursery schools and day nurseries

Parks, playgrounds, and community centers, publicly owned and operated.

Single family dwellings

Temporary buildings, the uses of which are incidental to construction operations being conducted on the same or adjoining lot or tract, and which shall be removed upon completion or abandonment of such construction, or upon the expiration of a period of two years from the time of erection of such temporary buildings, whichever is sooner.

Accessory buildings or uses

2. MINIMUM YARD REQUIREMENTS:

(a) The front line of any building or structure erected on the above described property shall be no closer than 50 feet to the right-of-way line of the street or road on which said building or structure faces.

(b) The side line of any building or structure shall be no closer than 15 feet to the side line of the lot.

(c) On any corner lot the side line of any building or structure shall be no closer than 30 feet to the side line of said corner lot, abutting a side street.

(d) The rear line of any building or structure shall be no closer than 25 feet to the rear lot line.

(e) Loading, parking or maneuvering areas shall not be permitted in any required yard.

3. MAXIMUM BUILDING HEIGHT:

Any building or structure erected on the above described property shall not exceed four (4) stories or 56 feet in height.

4. MINIMUM LOT SIZE:

(a) No lot shall contain less than one (1) acre.

(b) No lot shall have a width of less than 100 feet at the front lot line, being the property line dividing the lot from the street.

5. STRUCTURAL DENSITY:

(a) The total floor area of any building or structure erected on the above described property shall not exceed 50% of the area of the lot on which it is situated.

(b) Any building or structure erected on the above described property shall not cover more than 30% of the area of the lot upon which it is situated.

6. LOT DEVELOPMENT STANDARDS:

(a) Landscaping:

Any part of a lot not used for buildings or other structures, off-street parking, loading and maneuvering areas, drives and pedestrian walks, shall be landscaped with trees and shrubs and either lawns or other planted ground cover, all of which shall be properly maintained at all times by the owner of the subject lot.

(b) Lighting:

Lighting facilities shall be installed by the owner for all employee parking areas. No luminaries on parking shall be more than 16 feet above ground level, and shall be arranged to reflect light away from adjacent residential uses.

(c) Storage:

No outside storage will be permitted.

(d) Sign Regulations:

No signs shall be permitted except individual business signs identifying only the name of the owner or occupant of the building, which signs shall:

- (1) be limited in total surface area to three (3) square feet for each linear foot of street frontage of the lot, provided that such sign shall not exceed a maximum of three hundred (300) square feet;
- (2) be attached flat on the face of the building;
- (3) not project above the building roof line;
- (4) have no moving parts nor appear to have moving parts;
- (5) not have flashing or intermittent illumination.

Party of the First Part is the owner and Party of the Second Part possesses the option to purchase certain tracts of land located in Jefferson County, Kentucky, more particularly described as follows:

REC-4300 VOL 99

TRACT B

MSR 4330 100

BEGINNING at a point on the Northerly right-of-way line of Relocated Westport Road, said point being North 70 degrees 22 minutes 11 seconds West 143.82 feet from the intersection of the centerline of Relocated Westport Road and Murphy Lane; thence from the aforesaid point South 69 degrees 32 minutes 30 seconds West 1442.62 feet along the Northerly right-of-way line of Relocated Westport Road to a point; thence North 20 degrees 27 minutes 30 seconds West 929.00 feet to a point; thence North 52 degrees 39 minutes 40 seconds East 67.32 feet to a point; thence with a curve to the right, said curve having a radius of 896.28 feet, North 61 degrees 14 minutes 50 seconds East 257.31 feet, as measured along the chord of said curve to a point; thence North 69 degrees 30 minutes 00 seconds East 230.00 feet to a point; thence with a curve to the right, said curve having a radius of 783.95 feet, North 79 degrees 37 minutes 31 seconds East 275.64 feet as measured along the chord of said curve to a point; thence North 69 degrees 45 minutes 02 seconds East 230.00 feet to a point; thence with a curve to the left, said curve having a radius of 464.01 feet, North 75 degrees 15 minutes 02 seconds East 232.36 feet, as measured along the chord of said curve to a point; thence North 60 degrees 45 minutes 02 seconds East 80.00 feet to a point on the proposed Westerly right-of-way line of Murphy Lane, said right-of-way line being 60.00 feet from the centerline of Murphy Lane; thence from aforesaid point South 29 degrees 14 minutes 58 seconds East 821.93 feet along aforesaid right-of-way line to a point; thence with a curve to the right, said curve having a radius of 30.00 feet, South 20 degrees 08 minutes 46 seconds West 45.55 feet, as measured along the chord of said curve to the point of beginning, containing 30.00 acres.

TRACT C

BEGINNING at a point in the Northerly right-of-way line of Relocated Westport Road, said point being North 70 degrees 22 minutes 11 seconds West 143.82 feet, South 69 degrees 32 minutes 30 seconds West 1531.736 feet from the intersection of the centerlines of Relocated Westport Road and Murphy Lane; thence from aforesaid point South 69 degrees 32 minutes 30 seconds West 170.09 feet along the Northerly right-of-way line of Relocated Westport Road to a point; thence South 79 degrees 31 minutes 07 seconds West 25.00 feet along aforesaid right-of-way line to a point; thence with a curve to the right, said curve having a radius of 30.00 feet, North 60 degrees 28 minutes 12 seconds West 38.58 feet as measured along the chord of said curve to a point; thence North 20 degrees 27 minutes 30 seconds West 166.12 feet to a

point; thence North 69 degrees 32 minutes 30 seconds East 219.51 feet to a point; thence South 20 degrees 27 minutes 30 seconds East 200.00 feet to the point of beginning containing 1.000 acre.

TRACT D

BEGINNING at a point in the Northerly right-of-way line of Relocated Westport Road, said point being North 70 degrees 22 minutes 11 seconds West 143.62 feet, South 69 degrees 32 minutes 30 seconds West 1531.736 feet from the intersection of the centerlines of Relocated Westport Road and Murphy Lane; thence from aforesaid point North 20 degrees 27 minutes 30 seconds West 200.00 feet to a point; thence South 69 degrees 32 minutes 30 seconds West 219.51 feet to a point; thence North 20 degrees 27 minutes 30 seconds West 183.86 feet to a point; thence with a curve to the left, said curve having a radius of 1403.22 feet North 28 degrees 03 minutes 27 seconds West 440.00 feet as measured along the chord of said curve to a point; thence North 52 degrees 59 minutes 40 seconds East 382.67 feet to a point; thence South 20 degrees 27 minutes 30 seconds East 929.00 feet to a point in the Northerly right-of-way line of Relocated Westport Road; thence along said right-of-way line South 69 degrees 32 minutes 30 seconds West 69.12 feet to the point of beginning, containing 5.435 acres.

Tracts B, C and D being a part of the property acquired by Party of the First Part by deed dated September 5, 1967, recorded in Deed Book 4140, Page 319, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and a part of the property described in an option in favor of Party of the Second Part dated September 28, 1967, recorded in Deed Book 4214, Page 189, in the office aforesaid.

NOW, THEREFORE, for a valuable consideration, Party of the First Part, and the Party of the Second Part, insofar as it has the right to do so by virtue of the option above described, hereby impose upon the above described properties, the following restrictions as designated:

1. VEHICULAR ACCESS TO TRACT B:

Entrances to Tract B from Murphy Lane shall be at least two hundred (200) feet north of the south property line of Tract B.

There shall be only one (1) entrance to Tract B from Westport Road, which shall be at least three hundred (300) feet east of the west side property line of Tract B and three hundred (300) feet west of the east side property line of Tract B.

2. VEHICULAR ACCESS TO TRACT C:

Vehicular access to Tract C from Westport Road shall be at least one hundred fifty (150) feet east of the west side property

line and access from the proposed road west of Tract C shall be at least one hundred fifty (150) feet north of the south side property line.

3. VEHICULAR ACCESS TO TRACT D:

There shall be no entrance directly from Westport Road to Tract D.

These restrictions are covenants running with the land and shall be binding upon Parties of the First and Second Parts, their successors and assigns, providing, however, these restrictions may be removed or amended, so as to be less restrictive, in whole or in part, at the sole discretion of and by the Party of the Third Part, its successors and assigns.

REC-4300 MAY 1969

IN WITNESS WHEREOF, this Deed of Restriction is executed on behalf of Parties of the First and Second Parts this day of May, 1969, by their duly authorized officers, pursuant to proper resolution adopted by the respective boards of directors of said parties.

HOUSTON-MCCORD REALTY COMPANY

By: R. E. Bisha
Vice President

FINCASTLE LAND CO., INC.

By: Patrick Calhoun, Jr.
Patrick Calhoun, Jr., President

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing DEED OF RESTRICTION, was this day produced before me in my said State and County by R. E. Bisha, who states that he is Vice President, of HOUSTON-MCCORD REALTY COMPANY, party thereto, and as such was acknowledged and sworn to by him to be his free act and deed and the free act and deed of said corporation.

WITNESS my hand this 16th day of May, 1969.
My commission expires: March 13, 1973.

Don Wilson
NOTARY PUBLIC, JEFFERSON COUNTY,
KENTUCKY



COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for the State and

County aforesaid, do hereby certify that the foregoing DEED OF RESTRICTION, was this day produced before me in my said State and County by PATRICK CALHOUN, JR., who states that he is President of FINCASTLE LAND CO., INC., party thereto, and as such was acknowledged and sworn to by him to be his free act and deed.

WITNESS my hand this 6th day of May, 1969.
My commission expires: July 12, 1971

Marshall P. Eldred, Jr.
NOTARY PUBLIC, JEFFERSON COUNTY,
KENTUCKY

This instrument of writing was prepared by Marshall P. Eldred, Jr., of Brown, Eldred and Bonnie, Attorneys, whose address is 231 South Fifth Street, Louisville, Kentucky, 40202.

Marshall P. Eldred, Jr.

See plats of Fincastle, Sections 1-A-1 and 1-A-2, recorded in Plat and Subdivision Book 26, Pages 67 1A1
68 1A2

AMENDED DEED OF RESTRICTION

This Amended Deed of Restriction is made on August 14, 1984, by and between FINCASTLE LAND CO., INC., a Kentucky corporation, 3100 Dunvegan Road, Louisville, Kentucky 40222 (hereinafter called Grantor) and THE LOUISVILLE AND JEFFERSON COUNTY PLANNING COMMISSION, 300 Fiscal Court Building, Louisville, Kentucky 40202 (hereinafter called Grantee).

BOOK 5446 PAGE 251

WHEREAS, certain restrictions were agreed upon by Grantor and Grantor's predecessor in title concerning certain property in Fincastle Subdivision and these restrictions were incorporated in a Deed of Restriction dated May 10, 1969, and recorded in Deed Book 4300, Page 96, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; and

WHEREAS, the Grantee at its meeting of August 2, 1984, under Docket No. 193-68 agreed that the restrictions contained in said Deed of Restriction are no longer applicable to the property described as Tract A and that said restrictions should be released insofar as they affect said property.

NOW, THEREFORE, in consideration of the premises, Grantee hereby removes and releases the restrictions contained in the Deed of Restriction dated May 10, 1969, and recorded in Deed Book 4300, Page 96 in the Office of the Clerk aforesaid, only insofar as they affect the following described property situated in Jefferson County, Kentucky:

BEGINNING at the intersection of the centerline of relocated Westport Road with the centerline of Murphy Lane; thence with the centerline of Murphy Lane North 29 degrees 14 minutes 58 seconds West 554.74 feet to a point; thence North 72 degrees 13 minutes East 2955.07 feet to a point; thence South 10 degrees 30 minutes East 141.14 feet to a point; thence South 17 degrees 47 minutes East 400.00 feet to a point in the centerline of existing Westport Road; thence with said centerline South 72 degrees 13 minutes West 2536.95 feet and relocated centerline South 71 degrees 29 minutes 30 seconds West 289.98 feet to the point of beginning and containing 35.773 acres.

BEING the same property described as Tract
A in Deed of Restriction dated May 10, 1969,
of record in Deed Book 4300, page 96 in the
office of the clerk of Jefferson County
Kentucky.

Grantor requests and consents to the release of the
restrictions as set forth above.

WITNESS the signature of Grantor and Grantee by their duly
authorized officers on this 27th day of August, 1984.

300x 5446 252

FINCASTLE LAND CO., INC.,
A Kentucky corporation

By: J. Campbell Foster
Title: Pres

THE LOUISVILLE AND JEFFERSON
COUNTY PLANNING COMMISSION

By: Jane Hutchinson
Title: Chairman

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by
J. Campbell Foster, President of Fincastle Land Co., Inc., a
Kentucky corporation, on behalf of the corporation this
24th day of August, 1984.

My commission expires: 4-15-85

Mary L. Russell
Notary Public, Jefferson County,
Kentucky

STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me by
Jane Hutchinson, Chairman of The
Louisville and Jefferson County Planning Commission, on
behalf of the corporation this 16th day of August, 1984.

My commission expires: February 29, 1985

Alan A. [Signature]
Notary Public, Jefferson County,
Kentucky

This instrument prepared by
Marshall P. Eldred, Jr.
BROWN, TODD & KEYBURN
1600 Citizens Plaza
Louisville, Kentucky 40202

Marshall P. Eldred, Jr.

10-20
BT
02665



Rebecca Jackson
County Judge/Executive

Planning and Development Services
Jefferson County, Kentucky

CERTIFICATE OF LAND USE RESTRICTION

Name and Address of Property Owner(s)	
Hope Evangelical Church Inc. By Lawrence Abrams 4200 Shannendoah Drive Louisville, KY 40241	
Address of Property 4140 Accomack Drive Louisville, KY 40241	
Name of Subdivision	
Deed Book and Page of Last Recording	6803X783
Docket Number	B-114-01 and B-115-01
TYPE OF RESTRICTION	
<input checked="" type="checkbox"/>	Variance
<input checked="" type="checkbox"/>	Conditional Use Permit
<input type="checkbox"/>	Other (Specify)

The Division of Planning and Development Services maintains the original records containing the Land Use Restrictions.


Signature of completing officer

Steve Hendrix, Planning Coordinator

Document No.: DNE001129093
Lodged By: PLANNING & DEVELOPMENT
Recorded On: 08/03/2001 07:11:21
Total Fees: 10.50
Transfer Tax: .00
County Clerk: Bobbie Holcław-JEFF CO KY
Deputy Clerk: EYONDY

531 Court Place, Suite 900 • Louisville, Kentucky 40202-3396 • (502) 574-6230 • Fax (502) 574-8129

An Equal Opportunity Employer

END OF DOCUMENT *"The Journey To Our Future Begins Today."*