

THIS RESTRICTIVE COVENANT RUNNING WITH THE LAND made this ^{6TH} day of February, 1981, among River City Shredding Company, a Joint Venture, of 2045 River Road, Louisville, Kentucky (hereinafter referred to as "River City"), Hy-Way Wrecking, (hereinafter referred to as "Hy-Way Wrecking") of 429 East Market Street, Louisville, Kentucky 40202, and Mary T. Mannering, unmarried, (hereinafter referred to as "Mannering") of 5211 Upper River Road, Louisville, Kentucky 40222;

WITNESSETH

WHEREAS, Mannering owns certain real estate located in Jefferson County, Kentucky, at 5211 Upper River Road; and,

WHEREAS, River City is engaged in a business corporation which results in the generation of certain solid waste; and,

WHEREAS, Hy-Way Wrecking heretofore was employed by River City to haul away and dispose of a certain portion of said waste; and,

WHEREAS, said waste was disposed of upon the property of Mannering, referred to above; and,

WHEREAS, the Department for Natural Resources and Environmental Protection of the Commonwealth of Kentucky has contended such disposal constitutes a violation of Kentucky Revised Statutes ~~224.880~~ and ~~224.255~~, with which such contention the parties hereto do not concur; provided, however, the parties hereto propose to enter into an Agreed Order with said Department for Natural Resources and Environmental Protection pertaining to the correction of certain conditions alleged to have been caused by such disposal; and,

WHEREAS, the parties hereto, in compliance with such Agreed Order, have elected to comply with Paragraph 2 (b) thereof

Renumbered
224.842
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~~224.880~~ and ~~224.255~~, with which such contention the parties hereto do not concur; provided, however, the parties hereto propose to enter into an Agreed Order with said Department for Natural Resources and Environmental Protection pertaining to the correction of certain conditions alleged to have been caused by such disposal; and,

and "close" the site upon which the waste was so disposed upon the property of Mannering; which Paragraph Z(b) requires said site to be closed pursuant to the requirements of 401 KAR 2: 010, Section 13, and which closure must be pursuant to the approval of the Department of Natural Resources and Environmental Protection of the Commonwealth of Kentucky; and,

WHEREAS the parties hereto desire to agree among themselves as to such disposal; and to impose upon said real estate this RESTRICTIVE COVENANT RUNNING WITH THE LAND; which real estate is more particularly described in Deed recorded in Deed Book 1703, Page 99, in the Office of the Jefferson County Court Clerk as follows:

BEGINNING at a stone in the line of a hedge fence which binds on the Western line of the County road, known as the Line Kiln Road, said stone being situated one hundred and seventy-six and thirty-four one hundredths (176.34) Poles Northwardly from the center of the Brownsboro turnpike road, as measured along the Western line of said Line Kiln Road, said point being corner to the land conveyed by Glenview Land Company to Jacob Rupp by deed dated February 24, 1908, and recorded in Deed Book 674, page 438, in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence with Rupp's Southern line S South 53½ degrees West, one hundred and nineteen and eighty one hundredths (119.80) Poles to a point in an avenue forty-five (45) feet wide, known as Glenview Avenue, which point is fifteen (15) feet Eastwardly from the fence line bordering the land of James McFerran; thence with said County Road South 33 degrees, 50 minutes East, and keeping fifteen (15) feet from said fence two hundred and seventy-seven and one-half (277½) feet; thence North 53½ degrees East, One hundred and nineteen and eighty hundredths Poles more or less, to the Western line of the Line Kiln Road; thence with the same North 33½ degrees West, two hundred and seventy-seven and one-half (277½) feet to the point of beginning, and being the same property conveyed to William R. Eifler by Frank A. Ohlmann and Laurentia M. Ohlmann, by deed dated the 19th day of October, 1910, and recorded in Deed Book 729, page 249, in the Jefferson County Court Clerk's Office, and the same property inherited by the parties hereto as the only heirs at law of the decedent, William R. Eifler

BEGINNING at a point in the center line of the River Road at the intersection with the southwesterly line of the tract of land conveyed by James S. Ray to S. Thruston Ballard by deed dated the 5th day of March, 1914, and recorded in Deed Book 804, page 210 in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence with the center of said River Road North 33 degrees East 425.09 feet to a corner of the lot of ground conveyed by Joseph Toogood to Edward Wooden by deed dated the 4th day of February, 1904, and recorded in Deed Book 602 page 153 in the office aforesaid; thence with the southwesterly line of said lot North 57 degrees West 195 feet to another corner of same; thence South 33 degrees West 340 feet more or less to the said southwesterly line of the tract of land conveyed to S. Thruston Ballard by deed above referred to; thence with said line South 32 degrees 50 minutes East 213 feet more or less to the beginning, containing 1.712 acres, more or less; and being the same property conveyed to William Eifler by Sunshine M. Ballard, by deed dated the 27th day of June, 1935, and recorded in Deed Book 1576, page 438, in the Jefferson County Court Clerk's Office, and the same property inherited by parties hereto as the only heirs-at-law of William Eifler, the said William Eifler being the same person referred to herein as William R. Eifler.

1. BEGINNING at low water mark of the Ohio River at the intersection with the southwesterly line of the tract of land conveyed by James S. Ray to S. Thruston Ballard by deed dated the 5th day of March, 1914, and recorded in Deed Book 804 page 210 in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said line South 32 degrees 50 minutes East 414 feet more or less to a point in said line North 57 degrees West 195 feet from the center line of the River Road; thence North 33 degrees East 635 feet more or less to a point in the northeasterly line of the tract of land conveyed to said S. Thruston Ballard by deed above referred to; thence with said line North 49 degrees 47 minutes West 240 feet to the center of Goose Creek; thence with the center of said Creek South 80¾ degrees West 252 feet more or less to low water mark of the Ohio River; thence with said low water mark South 25 degrees West 323.35 feet to the beginning, containing 4.938 acres more or less.

2. BEGINNING at a point in the center line of the River Road at the intersection with the northeasterly line of the tract of land conveyed by John E. Gresson and wife to S. Thruston Ballard by deed dated the 11th day of January, 1997, and recorded in Deed Book 476, page 453 in the office of the Clerk of the County Court of Jefferson County, Kentucky; thence with the center of said River Road South 32 degrees 48 minutes West 250 feet; thence North 57 degrees 12 minutes West 429.07 feet to the Ohio River; thence up said River North 23 degrees 2 minutes East 489.07 feet to the said northeasterly line of the tract of land conveyed to said S. Thruston Ballard by deed above referred to; thence with said line South 32 degrees 50 minutes East 562.18 feet to the beginning, containing 3.643 acres; and being the same property conveyed to William Eifler by Sunshine H. Ballard, by deed dated the 27th day of June, 1935, and recorded in Deed Book 1576, page 439, in the Jefferson County Court Clerk's Office, and the same property inherited by parties hereto as the only heirs-at-law of William Eifler, the said William Eifler being the same person referred to herein as William R. Eifler.

NOW THEREFORE, in consideration of the premises aforesaid and their mutual covenants hereinafter contained it is agreed among the parties hereto as follows:

When River City and Hy-Way Wrecking have so complied with Paragraph 2 (b) of said Agreed Order and such compliance has been approved and accepted by the Department for Natural Resources and Environmental Protection of the Commonwealth of Kentucky, then from and after the date of such approval and acceptance the said River City and Hy-Way Wrecking shall be discharged, released, and relieved of any and all further responsibility of any kind hereunder arising out of the disposal of the aforementioned waste on the Mannering property. From and after such acceptance and approval, Mannering, owner of the property referred to above and a party hereto, her heirs, successors, and assigns in title, shall be solely responsible for any further acts which may be required by the Department for Natural Resources and Environmental Protection as a result of any future problem or situation which may arise from the disposal of said waste on said property and neither River City nor Hy-Way Wrecking shall be responsible in any way whatsoever from and after said date.

This instrument shall constitute a covenant running with the aforescribed real estate, insofar as any such may be owned

by Mannering at the time of the execution hereof, and, as stated, shall be binding upon the personal representative, heirs, assigns, and successors in title of Mannering.

IN TESTIMONY WHEREOF witness the hands of the parties hereto this day and date first hereinabove written.

RIVER CITY SHREDDING

By Alvin C. Snyder
Mgr. Tech. Service

HY-WAY WRECKING

By Frank Mannering

Mary Mannering
MARY MANNERING

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

The foregoing instrument in writing was acknowledged before me this 6th day of February, 1981, by ALVIN SNYDER, the MANAGER OF TRUCKING SVC of River City Shredding Company, a joint venture, and FRANK MANNERING, Manager of HY-WAY Wrecking.



My Commission Expires 12 Jul 83

John C. Hy-Way
NOTARY PUBLIC

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

The foregoing instrument in writing was acknowledged

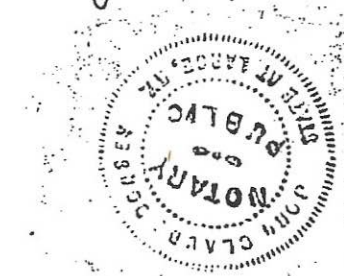
before me this 6th day of February, 1981, by Mary Mannering,
unmarried.

My Commission Expires 12-21-83

[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

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THOMAS C. CARROLL
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