



Bobbie Holsclaw

Jefferson County Clerk's Office

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INST # 2021196780

BATCH # 321997

JEFFERSON CO, KY FEE \$71.00

PRESENTED ON: 08-06-2021 1 03:04:17 PM

LODGED BY: HEBEL & HORNUNG

RECORDED: 08-06-2021 03:04:17 PM

BOBBIE HOLSCLAW
CLERK

BY: LEE MESIA EDWARDS
INDEXING CLERK

BK: D 12101

PG: 79-91

527 W Jefferson St ~ Louisville, KY 40202 (502) 574-5700

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EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made effective, as of the 14th day of June, 2021 (the “**Effective Date**”), by and between THE BELKNAP CONDOMINIUM ASSOCIATION, INC., a Kentucky not for profit corporation (the “**Association**”), and GATO/Milner, LLC, a Georgia limited liability company, and/or its successors and assigns (the “**Released Property Owner**”)(the Association and the Released Property Owner may be collectively referred to as the “**Parties**” and individually as a “**Party**”).

Background

- A. The Association is the fee owner of certain real property located in Jefferson County, Kentucky as more fully described and/or depicted on the attached Exhibit A (the “**Association Property**”);
- B. The Released Property Owner is the fee owner of certain real property located in Jefferson County, Kentucky as more fully described on the attached Exhibit B (the “**Released Property**”) (the Association Property and the Released Property may be collectively referred to as the “**Parcels**” and individually as a “**Parcel**”); and
- C. The Released Property was once subject to the same condominium regime as the Association Property, but was released therefrom upon the condition that the Parties enter into certain reciprocal access and maintenance easement agreements, all as more particularly set forth herein.

Agreement

NOW, THEREFORE, in consideration of their mutual rights and obligations, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Access and Parking Easements. The Parties hereby grant to one another, together with each Party’s invitees, licensees, contractors, subcontractors, representatives, agents and tenants, a non-exclusive, permanent easement and right of way on, over and across each Party’s Parcel, excluding the interior or exterior portions of any structures, buildings or improvements thereon (the “**Easement Area**”) for the purpose of providing vehicular and pedestrian access, ingress and egress and right of way to and from any portion of each Party’s Parcel within the Easement Area, as well as any private or publicly dedicated right of way (the “**Access Easement**”). Each Party further grants to one another, together with each Party’s invitees, licensees, contractors, subcontractors, representatives, agents and tenants, a non-exclusive, permanent parking easement on those paved portions of each Party’s Parcels within the Easement Area which are clearly identified or delineated as paved areas to be used for parking, subject to applicable local, state and federal laws, rules, regulations and ordinances (the “**Parking Easement**” and, together with the Access Easement and the Dumpster Easement (as defined

below), collectively, the “**Easements**”). Notwithstanding the foregoing, each Party expressly reserves the right to allocate all or a portion of non-allocated parking spaces on such Party’s Parcel for the exclusive use of its employees, invitees, licensees, contractors, subcontractors, representatives, agents and/or tenants. In the event either Party elects, in its discretion, to exercise the foregoing reservation of rights, such determination shall be communicated: (i) in writing to the other Party; or (ii) by the placement of a sign or other reasonably decipherable indication that the desired number of parking spaces have been reserved for exclusive use. The initial allocation, and location, of reserved parking as agreed to by the Parties as of the Effective Date of this Agreement is depicted on Exhibit C attached hereto, and shall not be revised without the prior written consent of the Parties.

2. Grant of Dumpster Easement. The Parties hereby grant to one another, together with each Party’s invitees, licensees, contractors, subcontractors, representatives, agents and tenants, a non-exclusive, permanent easement and right of way on, over and across the Easement Area for the purpose of allowing each party to place garbage and refuse into the dumpster receptacles on each Party’s Parcel (the “**Dumpster Easement**”). Each Party covenants that they, and any persons or parties claiming a right by, through or under a Party, shall use the dumpster receptacles in accordance with guidelines promulgated from time to time by the City of Louisville. Should the Parties determine that additional dumpster service is necessary, they shall share in the costs of such additional service equally.

3. Consideration; Maintenance; Contribution; Change to Services. In consideration of the grant of the Easements, each Party hereby agrees to maintain the portion of the Easement Area on its Parcel in a good and clean condition, including, but not limited to, snow and ice removal, striping, repaving and grading, which maintenance shall remain the obligation of each Party to perform. The Parties shall hire a single contractor or group of contractors to perform the maintenance of the Easement Area on both parcels, expressly acknowledge and agree that the Parties shall share the aggregate cost of the foregoing maintenance in equal measure, and shall pay their share of the reasonable and documented out of pocket expenses incurred by a Party in performing the required maintenance (each, and “**Invoice**”). Each party shall be solely responsible for mowing and landscaping on its respective parcel. In the event that a Party hereto determines, in its good faith and reasonable discretion, that the other Party is failing to maintain the Easement Area on its Parcel in accordance with the provisions of this Agreement, such Party shall deliver written notice to the allegedly non-performing Party specifying the nature of the violation. In the event that the allegedly non-performing Party fails to promptly remedy the violation to the reasonable satisfaction of the other Party, the other Party may, but shall not be required to, perform such maintenance obligations and send an Invoice to the non-performing Party, which shall include any reasonable attorney’s fees incurred by the performing party. In the event a Party desires to change the scope or frequency of any services required to be rendered herein, including, but not limited to, the frequency of dumpster receptacle pickups and snow and ice removal, the Parties shall negotiate in good faith to determine the scope and frequency of the service to be provided. In

the event the parties are unable to come to an agreement within thirty (30) days following the beginning of negotiations, the dispute shall be resolved in accordance with Section 4 of this Agreement.

4. Invoicing; Disputes. Upon receipt of an Invoice, the receiving Party shall reimburse the other Party for their half of the amount shown on the Invoice no later than thirty (30) days following receipt thereof. In the event the receiving Party disputes in good faith any amount shown on the Invoice, the Parties shall negotiate in good faith to determine the final amount due and payable from the non-performing Party to the performing Party, if any. In the event the Parties are unable to agree upon the final amount due and payable, each Party shall appoint a representative whose instruction shall be to appoint a third party representative whose determination of the amount owed shall be binding upon the Parties.

5. Assignment. The Released Property Owner shall have the right to assign its rights and obligations under this Agreement to any third party purchaser of the Released Property, or any portion thereof, upon written notice to the Association.

6. Covenants Running with the Land; Successors and Assigns. The covenants, rights and obligations in this Agreement shall: (a) run with the land, (b) apply to and be binding upon the Parties and their respective successors and assigns, and subsequent owners of any portion of the Parcels, (c) not be affected by a conveyance of all or any part of a Parcel, and (d) be for the benefit of the subsequent owners of any portion of the Parcels.

7. Amendments; Termination. This Agreement may be amended, modified or terminated at any time, but only by a written instrument executed by the Parties and approval of the Louisville Metro Planning Commission and recorded in the real estate records of the Jefferson County, Kentucky Clerk's Office.

8. No Rights in Public; No Implied Easements. Nothing in this Agreement shall be construed to create any rights in the general public or as a dedication for public use. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement.

9. Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the Commonwealth of Kentucky.

10. Authority. Each Party hereby covenants and warrants to the other that it has full power and authority and the legal right to execute and perform this Agreement.

11. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

12. Recitals. The above recitals are hereby incorporated into this Agreement as if fully set forth herein and are true and correct in all material respects.
13. Relationship to Parties. Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, or joint venture between the Parties.
14. Notice. Notice shall be provided via first class mail with return receipt or overnight carrier delivered to the parties at the addresses below or at such other address designated by such party in writing:

To the Association:

The Belknap Condominium Association, Inc.
C/O Donna Skaggs
445 Baxter Avenue, Suite 200
Louisville, Kentucky 40204

To the Released Property Owner:

GATO/Milner, LLC
Gene W. Milner, Jr.
5125 Peachtree Industrial Blvd.
Norcross, GA 30092

15. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same original document.
16. Exhibits. This Agreement includes and incorporates all of the following exhibits:
- Exhibit A: Legal Description of the Association Property
 - Exhibit B: Legal Description of the Released Property
 - Exhibit C: Depiction of Reserved Parking

[Remainder of page intentionally left blank, signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

ASSOCIATION:

**THE BELKNAP CONDOMINIUM
ASSOCIATION, INC.**

a Kentucky not for profit corporation

By: *Alane Goldstein*
Name: ALANE GOLDSTEIN
Title: PRESIDENT

STATE OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

14 The foregoing instrument was subscribed, sworn to and acknowledged before me on this day of June, 2021, by Alane Goldstein as President of The Belknap Condominium Association, Inc., a Kentucky not for profit corporation, on behalf of said corporation, the Association herein.

[Handwritten Signature]

[AFFIX SEAL]

Notary Public
My Commission Expires: Dec/4/2022
My notary registration number is: 013171



YISEL SANCHEZ PENA
Notary Public, Kentucky
State At Large
My Commission Expires
December 4, 2022
Notary ID# 613171

RELEASED PROPERTY OWNER:

Milner Family Holdings, L.L.P.,
a Georgia limited liability partnership

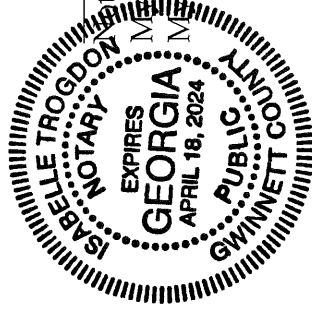
By: *Gene W. Milner, Jr.*
Name: Gene W. Milner, Jr.
Title: Managing General Partner

STATE OF GEORGIA)
) SS
COUNTY OF GWINNETT)

The foregoing instrument was subscribed, sworn to and acknowledged before me on this 25 day of May 2021, by Gene W. Milner, Jr., as Managing General Partner of Milner Family Holdings, L.L.P., a Georgia limited liability partnership, Released Property Owner herein.

[AFFIX SEAL]

Isabelle Trogon
Notary Public
Commission Expires: April 18, 2024
notary registration number is: _____



This instrument prepared by:

Clifford H. Ashburner
Clifford H. Ashburner
DINSMORE & SHOHL LLP
101 South Fifth Street, Suite 2500
Louisville, Kentucky 40202-3175
Tel: (502) 540-2300
clifford.ashburner@dinsmore.com

Exhibit A

Legal Description of Land

Being all of Tract #2 as shown on the attached minor subdivision plat prepared by Richard Matheny PLS 3173 of Cardinal Surveying on July 19, 2021 and approved by the Louisville Metro Planning Commission on July 29, 2021.

Being a part of the property conveyed to GATO MILNER, LLC by Deed dated September 16, 2005, of record in Deed Book 8697, Page 703, in the Office of the Clerk of Jefferson County, Kentucky

Exhibit B

Legal Description of Tract #1 Minor Plat Belknap

Beginning at a found 5/8" rebar in the North line of the 50 foot right-of-way of Page avenue and the East line of the 60 foot right-of-way of Sils avenue; thence North 03 degrees 51 minutes 38 seconds West 381.93 feet along said East right-of-way of Sils avenue to a found 5/8" rebar in the South line of the 50 foot right-of-way of Wibben avenue; thence South 80 degrees 18 minutes 45 seconds East 178.55' along the South line of Wibben avenue to a set 5/8" iron pin and cap labeled R.S. Matheny PLS 3173; thence leaving the South line of Wibben avenue South 03 degrees 51 minutes 38 seconds East 381.93 feet to a set 5/8" iron pin and cap labeled R.S. Matheny PLS 3173 in the North line of Page avenue; thence North 80 degrees 18 minutes 45 seconds West 178.55 feet with said North line of Page avenue to the point of beginning, containing 66,296.00 Sq. Ft. and being all of Tract #1 of the attached minor subdivision plat prepared by Richard Matheny PLS 3173 of Cardinal Surveying on July 19, 2021 and approved by the Louisville Metro Planning Commission on July 29, 2021.

Being a part of the property conveyed to GATO MILNER, LLC by Deed dated September 16, 2005, of record in Deed Book 8697, Page 703, in the Office of the Clerk of Jefferson County, Kentucky

APPROVED THIS 21ST DAY OF July 2021

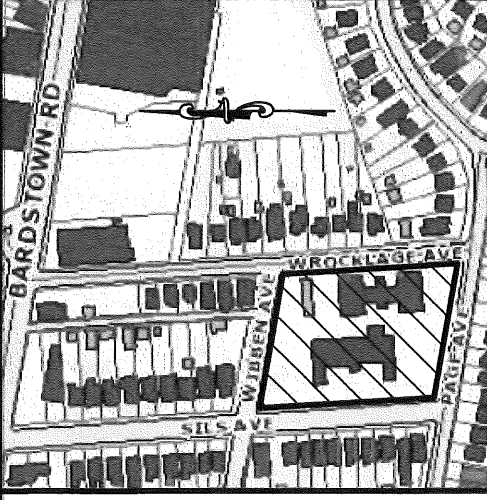
INVALID IF NOT RECORDED BEFORE THIS DATE: 7/29/22 BY: [Signature]

LOUISVILLE METRO PLANNING COMMISSION

APPROVAL SUBJECT TO ATTACHED CERTIFICATES.
SPECIAL REQUIREMENT(S): 20-MPLAT-0085

NOTES

- This plat is subject to all legal easements, right of ways, defects, liens, adverse claims, encumbrances, covenants and restrictions, which a title search may reveal, whether shown on this plat or not.
- This site lies within the Karst terrain area. Any subsequent development on site is subject to the requirements of Chapter 4 section 9 of the Land Development Code.
- This plat amends Sils Addition No. 3, Plat Book 3, Page 76.
- This site lies within the Traditional Neighborhood Zoning District. Any subsequent development on site is subject to the requirements of section 2.7.4 & Appendix 2B of the Land Development Code.
- This survey was retraced using Historical field notes and surveys from the archives of Stonestreet & Ford Surveyors along with recorded deeds and plats.
- This site is subject to binding elements/conditions of approval of Docket 9-17-83 , B-92-05 & 15DEVPLAN1193 on file in the office of the Louisville Metro Planning Commission.
- Access and/or Shared parking provided per crossover access agreement to be recorded with this plat.



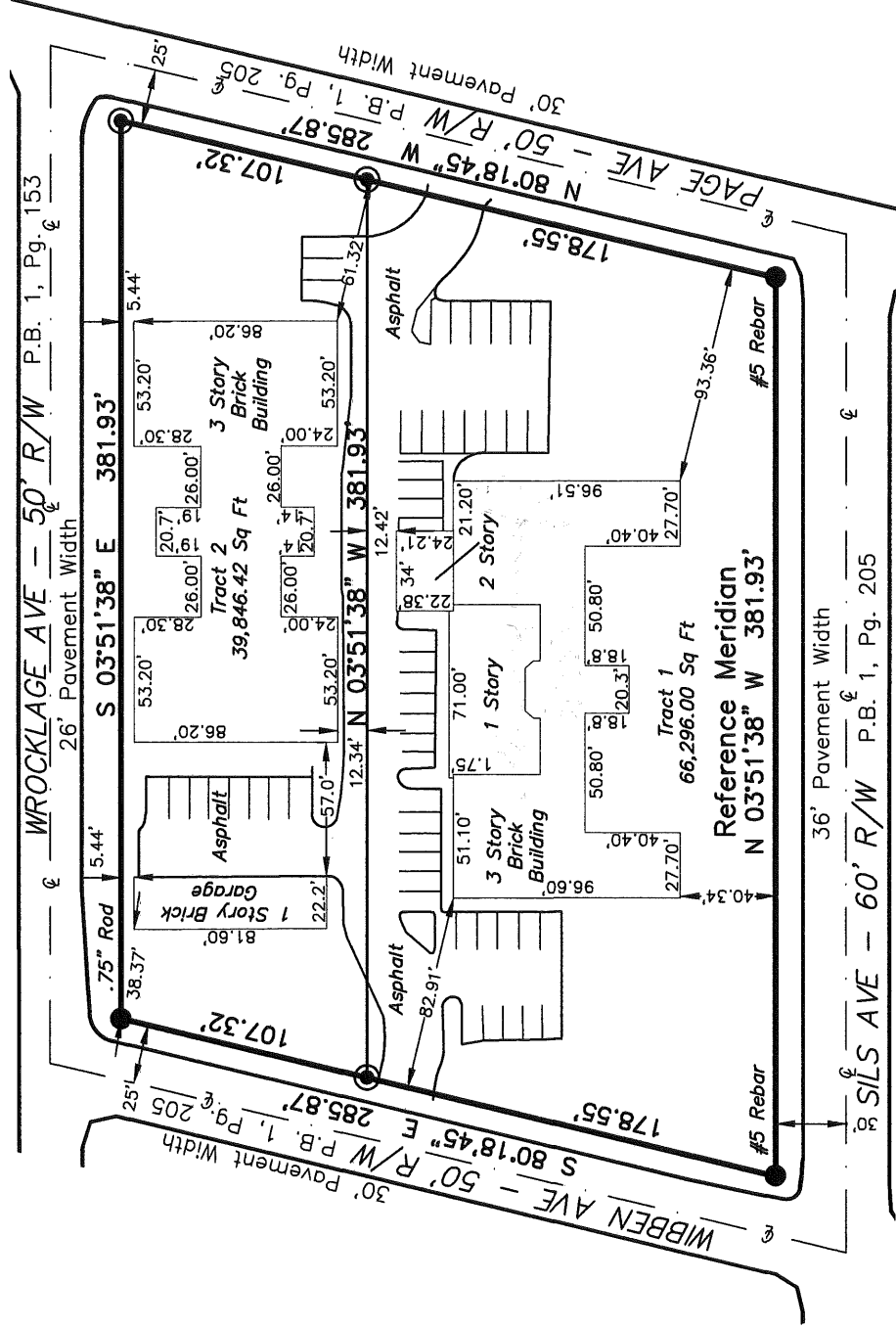
Location Map
No Scale

BEARING DATUM

The horizontal datum for this plat, bearing N 03°51'38" W is based on Sils Ave, of record in Sils Addition No. 3, Plat Book 3, Page 76, in the Office of the clerk of the County Court of Jefferson County, Kentucky

FLOOD NOTE

Flood Plain Determination is restricted to a review of the Flood Insurance Rate Maps latest revisions and shall not be construed as a confirmation or denial of flooding potential. The property shown hereon is not located within a 100 year flood zone as indicated by F.E.M.A. Map No. 21111C0043 F dated February 26, 2021.



- Indicates found monument
- Indicates set 5/8" iron pin w/ cap stamped "RS Matheny PLS 3173"

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat and survey were made under my supervision on July 19, 2021 and that the angular and linear measurements as witnessed by monuments shown hereon are true and correct to the best of my knowledge and belief. This survey was made by method of random traverse with sideshots. The unadjusted closure ratio of the traverse was 1:69,423 and was not adjusted. This survey and plat meets or exceeds the minimum standards of governing authorities for an "Urban" survey.

[Signature] 07/19/2021

RICHARD MATHENY - P.L.S. # 3173 DATE

PURPOSE OF MINOR PLAT
The purpose of this plat is to create 2 lots from 1 lot.

MINOR PLAT FOR GATO MILNER LLC
Address: Peachtree Industrial Blvd, Norcross, GA 30092
Property Address: 1810 Sils Ave. Louisville, KY 40205
D.B. 8697 Pg. 703 Parcel ID: 080A00840000
Zone: OR3 Form Dist: Traditional Neighborhood
This survey complies with 201 KAR 18:150

STATE OF KENTUCKY
RICHARD S. MATHENY
3173
LICENSED PROFESSIONAL
LAND SURVEYOR


CARDINAL SURVEYING
9009 PRESTON HWY.
LOUISVILLE, KY 40219
Phone (502) 966-3446
www.cardinalsurveyingservices.com

DRAWN BY: SMS
SCALE: 1"=80'
DATE: 07/19/2021
FIELD SURVEY DATE: 04/24/2020
BY: AS

Standard Certificate Form


Certificate of Ownership and Dedication

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledge the same to be the plat for Gato Milner, LLC, Deed Book 8697, Page 703 and does not dedicate to public use any additional property.


Gene W. Milner, Jr.
Gato Milner, LLC
5125 Peachtree industrial Blvd
Norcross, GA 30092

Zoning Certificate

I hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon are in compliance with all the provisions of the Form District Regulations. With the exception of those encroachments noted on the face of the plat, any such buildings or improvements not in compliance with the Form District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket No N/A or documentation of the existence of the buildings or improvements prior to the adoption of the applicable regulations has been submitted to Planning Commission staff.


Gene W. Milner, Jr.
Gato Milner, LLC
5125 Peachtree industrial Blvd
Norcross, GA 30092

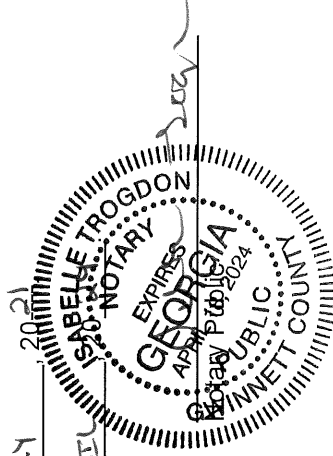
Certification of Acknowledgment

State of Georgia
County of SWINNETT

I, ISABELLE TROGDON, a Notary Public in and for the County aforesaid do hereby certify that the foregoing plat was this day presented to me by Gene W. Milner, Jr of Gato Milner, LLC, Deed Book 8697, Page 703, known to me, who executed these Certificates in my presence and acknowledges it to be its free act and deed.

Witness my hand and seal this 6 day of JULY 2021

My Commission expires: 18 day of APRIL



WIBBEN AVE

07/27/2010 11:25 IFAX LOUFAX@wyattfirm.com
Jul. 27. 2010 11:26AM UT
Louisville SRVC #002/002
No. 3145 p. 2

Total Parking Spaces
15
10
5
2 RC
4
+ 11 (7+4) in garages
5 Total

VP = Visitor Parking

FINAL PARKING DIAGRAM

Notes

7 Garages
→

102
202
302
104
204
301
201
101

VP
103
203
304

303
205
105

305
206
207
208
106
VP

SILS AVE

PAGE AVE