



Bobbie Holsclaw
Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Jefferson County Clerk's Office.



INST # 2020140181

BATCH # 238895

JEFFERSON CO, KY FEE \$49.00

PRESENTED ON: 07-20-2020 09:02:27 AM

LODGED BY: S&B TITLE

RECORDED: 07-20-2020 09:02:27 AM

BOBBIE HOLSCRAW

CLERK

BY: JOLENE CARDWELL

RECORDING CLERK

BK: D 11737

PG: 439-445

AG
6

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this "Agreement") is made and entered into as of July 15, 2020, by and between

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, a Kentucky consolidated local government, 527 West Jefferson Street, Louisville, Louisville, Kentucky 40202 ("Metro")

and

EP GREENBELT, LLC, a Kentucky limited liability company, 1469 South Fourth Street, Louisville, Kentucky 40208 and **RJR GREENBELT, LLC**, a Kentucky limited liability company, 1302 Bellewood Road, Anchorage, Kentucky 40223 (collectively, "Co-Owners").

RECITALS

A. Co-Owners own certain real property in Jefferson County, Kentucky (the "Greenbelt Property"), as more particularly described in the Instrument of Consolidation dated October 14, 2019, of record in Deed Book 11530, Page 610, in the office of the Clerk of Jefferson County, Kentucky; title having been acquired by EP Greenbelt, LLC (as to an undivided 80% tenant in common interest) pursuant to a Deed dated October 21, 2019, of record in Deed Book 11535, Page 703, and by RJR Greenbelt, LLC (as to an undivided 20% tenant in common interest) pursuant to a Deed dated October 21, 2019, of record in Deed Book 11535, Page 713, all in the office of the Clerk of Jefferson County, Kentucky.

B. Metro owns certain real property Jefferson County, Kentucky (the "Metro Property"); title having been acquired pursuant to a Deed dated December 28, 1998, of record in Deed Book 7160, Page 581, in the office of the Clerk of Jefferson County, Kentucky.

C. The Metro Property is located adjacent to the Greenbelt Property, and between the Greenbelt Property and Greenbelt Highway, and can provide access to Greenbelt Highway to and from the Greenbelt Property. The Metro Property is otherwise not developable.

D. Co-Owners are developing the Greenbelt Property and constructing substantial building improvements thereon, which economically benefit Metro. Accordingly, Metro is willing to grant the easement set forth in this Agreement.

EASEMENT AND AGREEMENTS

For the purposes set forth in the Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Metro, Metro and Co-Owners agree as follows.

1. Access Easement. Metro hereby grants to Co-Owners an easement (the "Easement") on, over and across a portion of the Metro Property in the location shown on the Private Access Easement Plat attached to and made part of this Agreement and labeled thereon 'VARIABLE PRIVATE ACCESS EASEMENT "BEING GRANTED"' (the "Easement Area"). The Easement (a) is for vehicular and pedestrian ingress and egress to and from Greenbelt Highway and the Greenbelt Property; (b) is for the use and benefit of Co-Owners and their employees, agents, customers, tenants, contractors, licensees and invitees; (c) is perpetual and exclusive; (d) runs with the land; (e) is appurtenant to the Greenbelt Property; (f) benefits Co-Owners and their successors and assigns (as to assigns, subject to the appurtenant nature of the Easement); and (g) binds Metro and its successors and assigns. Metro shall not obstruct or interfere with access or the free flow of pedestrian and vehicular traffic on or over the Easement Area, and Metro shall not construct, erect or install any barrier, fences, grade changes or other obstructions in the Easement Area so as to impede or interfere with access or the free flow of vehicular and pedestrian traffic on or over the Easement Area.

2. Construction. Co-Owners may construct a paved road in the Easement Area, at the sole cost and expense of Co-Owners.

3. Maintenance. Co-Owners shall maintain the Easement Area in good condition and repair, at the sole cost and expense of Co-Owners.

4. Compliance with Laws. Co-Owners will comply with all present laws, ordinances, rules and regulations pertaining to the use of the Easement Area.

5. Liens. Co-Owners shall keep the Metro Property underlying the Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Co-Owners or their agents, employees, consultants, contractors and subcontractors. Co-Owners shall indemnify and hold harmless Metro from any liens that may be placed on the Metro Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Co-Owners or their agents, employees, consultants, contractors and subcontractors. Any such liens shall be released of record within thirty (30) days after Co-Owners have notice thereof.


6. Indemnity and Insurance. Co-Owners agree to and shall indemnify and hold harmless Metro from and against all liabilities, losses, damages, costs, expenses (including reasonable attorney fees actually incurred), liens, encumbrances, suits, claims, demands, judgments and/or damage caused by or arising from (a) the acts or omissions of Co-Owners in the Easement Area; (b) the use of the Easement Area by Co-Owners; and (c) any work performed in the Easement Area by Co-Owners or their agents, employees, consultants, contractors and subcontractors. Co-Owners shall maintain a policy of commercial general liability insurance against claims for bodily injury, death and property damage occurring on, in

or about the Easement Area with combined single limit coverage of not less than Two Million Dollars (\$2,000,000.00). Such insurance shall be carried with a reputable company licensed to do business in the Commonwealth of Kentucky.

9. Miscellaneous. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition. The public shall not acquire nor be entitled to claim or assert any rights to the Easement Area. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partners or joint venturers between the parties hereto or any of them.

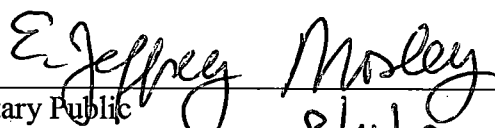
WITNESS the signatures of Metro and Co-Owners effective as of the above date, but actually on the dates set forth in the notarial certificates below.

METRO:
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT


By: 
Ellen M. Hesem, Deputy Mayor

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 2, 2020, by Ellen M. Hesem, Deputy Mayor of Louisville/Jefferson County Metro Government, to be the act and deed of said government and her act and deed as mayor thereof, duly authorized.


Notary Public
Commission expires: 8/11/2021
Notary ID: 584779

CO-OWNERS:
RJR GREENBELT, LLC

By: 
R. Jeffrey Robinson, Member

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me on July 15, 2020, by R. Jeffrey Robinson, Member of RJR Greenbelt, LLC, a Kentucky limited liability company, on behalf of the company.

[Signature]
Notary Public
Commission expires: 11/17/2023
Notary ID: 633 956

EP GREENBELT, LLC

By: [Signature]
Christopher L. Dischinger, Manager

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

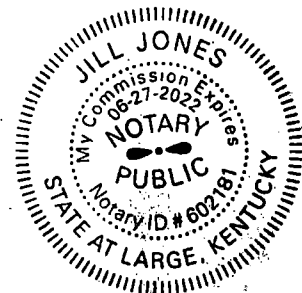
The foregoing instrument was acknowledged before me on July 15, 2020, by Christopher L. Dischinger, Manager of EP Greenbelt, LLC, a Kentucky limited liability company, on behalf of the company.

[Signature]
Notary Public
Commission expires: June 27, 2022
Notary ID: ~~602181~~ 602181

APPROVED AS TO FORM AND LEGALITY:
MIKE O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney
531 Court Place, Suite 900
Louisville, Kentucky 40202

Date: June 29, 2020



This Instrument Prepared By:



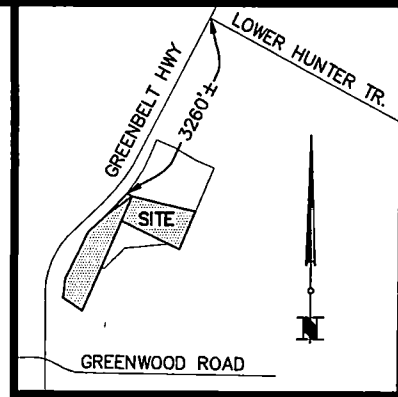
David B. Buechler
Stuart & Buechler, P.S.C.
906 Lily Creek Road, Suite 202
Louisville, Kentucky 40243

NOTES:

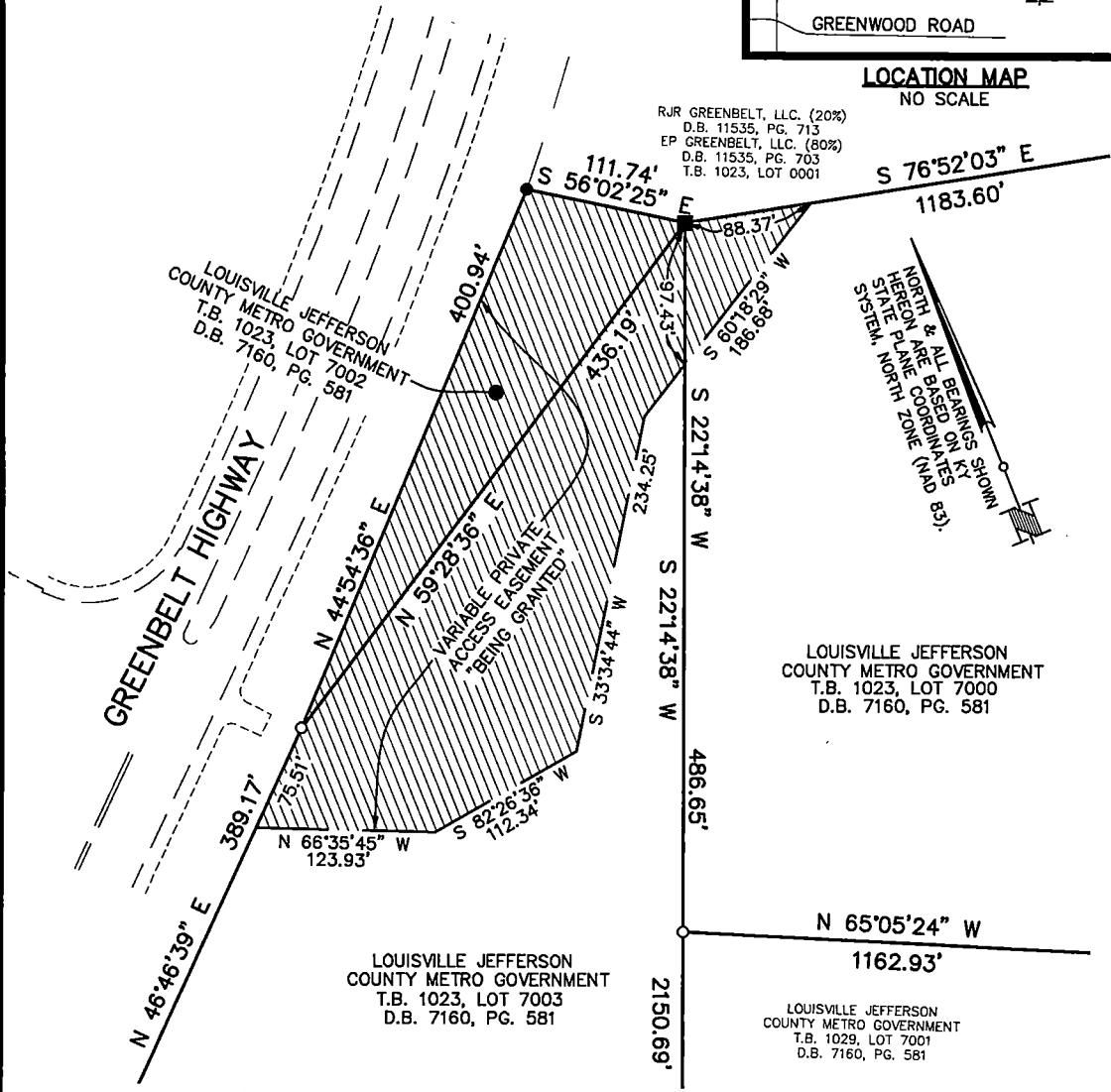
1. THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY AND SHOULD NOT BE USED AS SUCH.
2. THE BOUNDARY LINES SHOWN HEREON WERE DETERMINED FROM DEEDS OF RECORD AND HAVE NOT BEEN VERIFIED.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

LEGEND

- DIMENSION POINT
- FOUND 1/2" REBAR
- FOUND STONE
- ▨ DENOTES PRIVATE ACCESS EASEMENT "BEING GRANTED" = 72,839 SQUARE FEET



LOCATION MAP
NO SCALE



RJR GREENBELT, LLC. (20%)
D.B. 11535, PG. 713
EP GREENBELT, LLC. (80%)
D.B. 11535, PG. 703
T.B. 1023, LOT 0001

NORTH & ALL BEARINGS SHOWN HEREON ARE COORDINATED TO STATE PLANE HORIZON SYSTEM, NAD 83.

BEING A PART OF THE SAME PROPERTY CONVEYED TO THE GRANTOR BY DEED RECORDED IN DEED BOOK 7160, PAGE 581, IN THE OFFICE OF THE LOUISVILLE METRO CLERK.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THE INFORMATION DEPICTED HEREON WAS GATHERED UNDER MY DIRECT SUPERVISION AND MEETS OR EXCEEDS THE REQUIREMENTS FOR NON-BOUNDARY SURVEY WORK AS DEFINED IN SECTION 13 OF 201 KAR 18:150.

DAVID A. MINDEL PLS# 2843 DATE:
NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL SURVEYOR



MINDEL SCOTT

ENGINEERING ► SURVEYING ►
PLANNING ► LANDSCAPE ARCHITECTURE
5151 Jefferson Blvd. Louisville, KY 40219
502-485-1508 ► MindelScott.com

PRIVATE ACCESS EASEMENT PLAT

PROPERTY OF:
LOUISVILLE JEFFERSON COUNTY METRO GOVERNMENT
527 W. JEFFERSON STREET
LOUISVILLE, KY. 40202-2814
TAX BLOCK 1023, LOT 7000
DEED BOOK 7160, PAGE 581
TAX BLOCK 1023, LOT 7002
DEED BOOK 7160, PAGE 581
TAX BLOCK 1023, LOT 7003
DEED BOOK 7160, PAGE 581

PROPERTY ADDRESS:
7101 GREENBELT HIGHWAY
LOUISVILLE, KENTUCKY 40258

DATE: 06/16/20

SCALE: 1"=100'