

**DEED OF CONSERVATION EASEMENT**

**THIS DEED OF CONSERVATION EASEMENT** is made and entered into this 29<sup>th</sup> day of June, 2011 by **Joe M. Davis and Mary C. Davis Family Limited Partnership**, a Georgia limited partnership, ("Grantor"), whose address is **101 Stone Road, Georgetown, Kentucky 40324** in favor of the **Scott County Rural Land Management Board, Inc.**, a nonprofit Kentucky corporation, whose address is **100 East Penn Ave, Georgetown, Kentucky 40324** ("Grantee"), and to the **United States of America ("United States")** acting by and through the **United States Department of Agriculture ("USDA"), Natural Resources Conservation Service ("NRCS")** on behalf of the **Commodity Credit Corporation**, as its interest appears herein. Its address is **771 Corporate Drive, Suite 210, Lexington, Kentucky 40503, c/o State Conservationist, ("United States")**. The Grantor and Grantee are collectively referred to as "The Parties".

The Grantee shall have the primary responsibility for management and enforcement of the terms of this Deed of Conservation Easement, subject to the rights of the United States.

**WITNESSETH:**

WHEREAS, Grantor is the record title owner in fee simple of certain real property located in Scott County, Kentucky, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Protected Property") containing **151.77** acres of land, more or less, of which, as classified by the USDA-NRCS, **81.1** percent is prime and **11.0** percent is statewide important soils; and commonly known and designated as **Fire Gates #11, #13, #15 & #16 on Newtown Road (Ky. 922), Georgetown, Kentucky 40324**; and

WHEREAS, it is Grantor's desire to restrict and protect the Protected Property; and

WHEREAS, the Property possesses natural, scenic, open space, historic, architectural and agricultural values (collectively the "Conservation Values") worthy of conservation and protection and of great importance to Grantor, the people of Scott County and the people of the Commonwealth of Kentucky; and

WHEREAS, Grantor and Grantee have the common purpose of conserving and preserving the aforementioned Conservation Values of the Protected Property; and

WHEREAS, the Grantor is sole owner in fee simple of certain real property located in Georgetown, Scott County, in the State of Kentucky described in a deed to Grantor, dated December 31, 1997 and recorded at Deed Book 229 Page 709, and deed dated December 31, 1997 and recorded at Deed Book 229, page 713, and deed dated December 20, 2005 and recorded at Deed Book 297, page 395, and deed dated December 31, 1997 and recorded at Deed Book 229, page 717, at Scott County Registry of Deeds, herein referred to as the "Protected Property." The Protected Property is further described and depicted in the attached Exhibit A, which is incorporated herein by reference."

WHEREAS, the Protected Property contains approximately 3,250 feet of frontage along **Newtown Road (Ky. 922)** and the public traveling this road is afforded scenic views of the rolling pastures and fields whose beauty and open space character will be protected by this Easement; and

WHEREAS, The Federal Farm and Ranch Lands Protection Program's purpose is to partially fund the purchase of Conservation Easements on land with prime, unique, or other productive soil for the purpose of protecting topsoil from conversion to nonagricultural uses (16 U.S.C. 3838h and 3838i); and

WHEREAS, the Commonwealth of Kentucky, by Kentucky Revised Statutes ("KRS") Sections 382.800 through 382.860, effective July 15, 1988, has authorized the use of conservation easements "the purposes of which include retaining or protecting natural, scenic or open space values of real property, assuring its availability for agricultural, forest, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical architectural, archaeological, or cultural aspects of real property" and has authorized Grantee, as a charitable corporation, to hold such conservation easements; and

WHEREAS, it is the adopted policy of the Commonwealth of Kentucky, as stated in KRS 262.900 to 262.920, effective July 14, 1994, "to retain agriculture and enhance the contribution that agriculture makes to its economy," and to that end "[a] program to retain and enhance agriculture is in the economic best interest of the Commonwealth and consequently, constitutes a public benefit that contributes to the health, safety, and general welfare of the residents of the Commonwealth and the nation"; and

WHEREAS, it is the declared policy of the Commonwealth of Kentucky, as stated in KRS 262.850, effective July 15, 1994, "to conserve, protect and encourage development and improvement of its agricultural lands for the production of food and other agricultural products," "to conserve and protect its agricultural land base as a valuable natural resource which is both fragile and finite," and "to provide a means by which agricultural land may be protected and

enhanced as a viable segment of the State's economy and as an important resource"; and

WHEREAS, the Scott County Fiscal Court has by adoption of Chapter 08-08 of its Code of Ordinances established a program for the preservation and management of agricultural, rural and natural lands in Scott County, and has authorized the Grantee to acquire conservation easements for that purpose; and

WHEREAS, Chapter 08-08 of the Code of Ordinances of the Scott County Fiscal Court implements the Rural Service Area Land Management Plan (the "Plan") which recommended that a program be established to preserve and manage agricultural, rural and natural lands in Scott County; and

WHEREAS, implementation of the Plan will protect the health, safety and well-being of present and future residents of Scott County by preserving and managing approximately sixty thousand (60,000) acres of eligible agricultural, rural and natural lands in the rural service area as a viable sector of the County's economy and as an environmental resource of major importance; and

WHEREAS, the grant of a conservation easement by Grantor to Grantee on the Protected Property and the acceptance by Grantee will assist in preserving and maintaining the aforementioned Conservation Values of the Protected Property; and

WHEREAS, Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by this Easement, in perpetuity, by permitting only those land uses on the Protected Property that do not significantly impair or interfere with those values, including, without limitation, those land uses existing at the time of this Easement; and

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve the Conservation Values of the Protected Property in perpetuity; intending the grant of such right to qualify as a "qualified conservation contribution" as that term is defined under Section 170(h) of the Internal Revenue Code of 1986, as amended, and the regulations there under (the "Code"); and

WHEREAS Grantor desires to grant to Grantee and Grantee desires to accept from Grantor an Easement pursuant to the terms of this Easement; and

WHEREAS, Grantee agrees by accepting this Easement that Grantee shall endeavor to honor the intentions of Grantor stated herein and endeavor to preserve and protect in perpetuity the Conservation Values of the Protected Property for the benefit of this generation and future generations; and

NOW THEREFORE, in consideration of the sum of \$574,000 cash in hand paid, of the above, and of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Code and the laws of the Commonwealth of Kentucky, in particular KRS Sections 382.800 through 382.860, Grantor hereby voluntarily, unconditionally, and absolutely grants and conveys to Grantee, successors and permitted assigns, a conservation easement (the "Easement") in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth and to that end, Grantor covenants on behalf of itself, and its successors and assigns, to Grantee and its successors and permitted assigns, that the Protected Property shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth, which covenants, conditions, restrictions, and easements shall constitute restrictive covenants and shall be deemed to run with the land in perpetuity and to burden the Protected Property in perpetuity. The United States is granted the same rights of enforcement as the Grantee under this Easement. However, the United States will only exercise those rights of enforcement as set forth in section 7.11. The parties agree that Grantee shall act as primary steward of this Easement, until such time as the United States exercises its rights of enforcement, if ever. In the event that such rights of enforcement are triggered, the references below to "Grantee" shall be read to mean to the United States as well.

1. **Purpose.** The main purpose ("the Purpose") of this Easement is the protection of prime, unique, and soils of statewide and local importance in order to preserve agricultural viability. Other compatible purposes are the protection of environmentally sensitive or diverse areas, designated greenbelts and focus areas, scenic byways and historical/cultural resources.

This Easement will also serve the following "conservation purposes" as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code: the preservation of:

North Elkhorn Focus Area  
North Elkhorn Natural Protection Area  
Environmentally sensitive areas  
Large trees and tree stands  
Scenic road frontage and view shed-Newtown & Stone Roads  
State Registered Archaeological Sites  
National Register of Historic Places (Matthew Henry House) –  
#83002868  
National Historic District (Dockyard) - #77001641

2. **Rights of Grantee.** To accomplish the Purpose of this Easement the following rights are hereby conveyed to Grantee by this Easement:

(a) to preserve and protect the Conservation Values of the Protected Property;

(b) to enter upon the Protected Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Section 7; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property; and

(c) to prevent any activity on or use of the Protected Property that is inconsistent with the Purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, by exercise of the remedies set forth in Section 7.

3. **Grantor's Affirmative Obligations.** Grantor agrees at all times to maintain or do the following as a condition of this Easement:

(a) Grantor shall deliver to Grantee within five (5) days of receipt copies of any notice of default or demand letter received by Grantor from any duly authorized governmental authority which if not complied with could result in a lien on the Protected Property. Upon receipt of written request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or demand letter where compliance is required by law.

(b) As required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, its successors, or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on date of this Easement. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

(c) Grantor shall protect and preserve the following historical and archaeological resources according to the Secretary of the Department of the Interior's Standards and Guidelines for Historic Preservation.

**State Registered Archaeological Sites**  
**National Register of Historic Places (Matthew Henry House) –**  
**#83002868**  
**National Historic District (Dockyard) - #77001641**

4. **Prohibited Uses.** In order to accomplish, safeguard and promote the Purpose of this Easement, Grantor hereby declares and covenants that the following restrictions are hereby imposed and shall apply forever to the use and enjoyment of the Protected Property. Any activity on or use of the Protected Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, over, or under the Protected Property, except as provided in Section 5:

(a) **Industrial or Commercial Uses.** The establishment of any commercial or industrial facilities (other than those necessary in the operation or uses of the Protected Property expressly permitted by this

Easement) including, but not limited to, commercial feed lot, any retail sales or service business, restaurant, night club, campground, trailer park, motel, hotel, commercial recreation facility, gas station, retail outlet, or facility for the manufacture or distribution of any product (other than products to be grown or produced on the Protected Property in connection with purposes expressly permitted in this Easement).

**(b) Construction of Buildings and Other Structures and Improvements.** The construction of any building or any other structure is prohibited except in accordance with the subparagraphs below. All structures and improvements are subject to the impervious surface limitation in Section 4(C).

**1) Agricultural Structures & Improvements.** All existing agricultural buildings and agricultural structures may be repaired or replaced, or enlarged, at their current location, as indicated in the Building Envelope attached as Exhibit "A". New buildings and improvements to be used solely for agricultural purposes, including the sale and processing of agricultural products predominantly produced on the Protected Property and farm labor housing, may only be built within the Building Envelope attached as Exhibit "A".

**2) Single Family Residential Dwelling and Related Structures.** The existing single-family dwelling and related structures (e.g., swimming pool, garage, etc.) located in the Building Envelope identified as Exhibit "A" may be repaired, reasonably enlarged, and replaced within the Building Envelope. One (1) additional single family dwelling may be built for the use of family members working full time on the Protected Property and full time workers on the Protected Property within the Building Envelope identified as Exhibit "A".

**(c) Impervious Surfaces.** Impervious surfaces are defined to include permitted residential buildings, agricultural buildings (with or without flooring), and paved areas on the Protected Property (but not including public or country roads or other roads paved by easement holders who have rights that may be superior to the rights conveyed to Grantees by this Easement) shall not exceed two (2%) percent of the total Easement acreage. *(For Protected Property that is less than 50 acres, only one (1) acre of impervious surfaces is permitted. State Conservationist may waive the above mentioned impervious surface limitation up to 10 percent on a parcel-by-parcel basis, if the Grantee requests such a waiver. The Grantee's process for waiving the impervious surface limitation shall be approved by the Deputy Chief for Programs in the NRCS National Headquarters. Such a limitation applies to application acceptance and will also be inserted in the Easement).*



- (d) Mining or extraction of soil, sand, rock, gravel, oil, natural gas or other mineral is prohibited.
- (e) Grantor shall not use motor vehicles on the Protected Property or grant permission for such use except as necessary in the accomplishment of the agricultural, forestry, habitat management, law enforcement and public safety, or conservation uses of the Protected Property, provided that no use of motorized vehicles shall create impacts that are detrimental to the productivity of the soils on the Protected Property and the Purposes of this Easement; however, notwithstanding the foregoing, use of snowmobiles on snow is allowed on the Protected Property.
- (f) The granting of easements or rights-of-way for power lines, gas lines, sewer lines, water lines, telecommunications towers, wind farms, and any other non-agriculture structure requiring the granting of an easement is prohibited. Notwithstanding this prohibition the Grantee may allow utilities for permitted uses of the Protected Property that are not inconsistent with the purposes of the Easement.
- (g) The dumping or accumulation of trash or refuse on the Protected Property is prohibited, except that the storage of agricultural products for use on the Protected Property and by-products generated on the Protected Property is permitted.
- (h) **Recreation and Educational Activity.** Recreational and Educational Activities that require infrastructure (impervious surfaces) are prohibited. Under no circumstances shall athletic fields, golf courses or driving ranges, commercial airstrips or helicopter pads, motocross biking, or any other improvement or activity inconsistent with current or future agricultural production be permitted on the Protected Property. Recreational and Educational Activities that do not require infrastructure (impervious surfaces) are permitted as long as such activities are consistent with the purposes of this Easement and do not adversely impact the soils and/or agricultural operations on the Protected Property.
- (i) Signs are prohibited on the Protected Property with the exception of signs to identify the farm or ranch, advertise products from the farm or ranch, and the farm or ranch as a participant in FRPP and the Scott County Rural Land Management Board farm and ranch land protection program. Signs are limited to the criteria that are established in the Scott County Sign Ordinance for rural areas.
- (j) **Subdivision.** Subdivision of the Protected Property is prohibited.



(k) **Water Rights.** Sufficient water rights must be retained by the Grantor to ensure sufficient water to carry on normal agricultural activities on the Protected Property now and in the future.

(l) **Surface Disturbance.** No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- (i) are commonly necessary in the accomplishment of agricultural practices, conservation, habitat management, and/or forest management uses of the Protected Property;
- (ii) do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the U.S. Fish and Wildlife Service and the State of Kentucky agency having responsibility for identification and/or conservation of such species;
- (iii) are not detrimental to the protected soils or scenic and wildlife habitat protection purposes of this Easement; and prior to commencement of any such act, all necessary federal, state, and local permits and approvals shall be secured.

(m) Any unanticipated activity or use of the Protected Property which would impair significant conservation interests protected by this Easement unless such use or activity is necessary for the protection of the Conservation Values that are the subject of this Easement, in which case such use or activity shall be subject to the prior approval of Grantee as provided in Section 6 below.

#### 5. Permitted Uses.

(a) **Agricultural Production.** Grantor retains the right to use the Protected Property for agricultural production, or to permit others to use the Protected Property for agricultural production, in accordance with applicable law and in accordance with the NRCS Conservation Plan.

As used herein, "agricultural production" shall mean the production, processing, storage or retail marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:

- (i) crops commonly found in the community surrounding the Protected Property
- (ii) field crops, including corn, wheat, oats, rye, barley, hay, potatoes, cotton, tobacco, herbs and dry beans;

- (iii) fruits, including apples, peaches, grapes, cherries, nuts and berries;
  - (iv) vegetables, including lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans;
  - (v) horticultural specialties, including, seeds, Christmas trees, flowers, nursery stock, and ornamental shrubs and trees, except that balled and burlaped nursery production that removes soil as part of the harvest is not permitted,
  - (vi) livestock and livestock products, including dairy cattle, beef cattle, sheep, swine, goats, horses, poultry, fur bearing animals, bees, milk and other dairy products, eggs and furs;
  - (vii) timber, wood, and other wood products derived from trees; and
  - (viii) aquatic plants and animals and their byproducts.”
- (b) Forest management and timber harvesting shall be performed in a manner not detrimental to the Purposes of this Easement.
- (i) Such forest management and timber harvesting shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by some other qualified person approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.
  - (ii) At least thirty (30) days prior to timber harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by some other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the plan to the Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

- (iii) Forest management activities and timber harvesting shall be conducted in accordance with the forest management plan and be supervised by a licensed professional forester, or by another qualified person approved in advance and in writing by the Grantee.
- (iv) Such forest management activities shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property.

**(c) Pond Creation and Wetland Restoration.** The Grantor is permitted to construct ponds and restore wetlands in accordance with an NRCS Conservation Plan and NRCS standards and specifications. Ponds must support agricultural operations such as aquaculture, irrigation, livestock water supplies, or fire control. Wetlands must either be used to treat agricultural waste or support critical habitat needs for wildlife species. The size of the ponds and wetlands must be supported by the appropriate documentation in the NRCS Conservation Plan case file;

**(d) Recreation and Educational Activity.** Undeveloped recreational and educational activities are permitted as long as such activities are consistent with the purposes of this Easement and do not adversely impact the soils and/or agricultural operations on the Protected Property. Recreational and educational improvements may only be built within the Farmstead Complex. Under no circumstances shall athletic fields, golf courses or driving ranges, commercial airstrips or helicopter pads, motocross biking, or any other improvement or activity inconsistent with current or future agricultural production be permitted on the Protected Property;

**(e) Customary Rural Enterprises.** Grantor has the right to establish and carry out customary rural enterprises provided said activities are compatible with the Purpose of this Easement and agriculture and forestry uses of the Protected Property, and are subordinate to the agricultural and residential use of the Protected Property. The enterprises shall be conducted in the buildings required for the agricultural use of the Protected Property or the residences in which full time employees of the farm reside. Examples of rural enterprises include by are not limited to, home occupations or cottage industries, educational programming, professional offices within the home, child-care facilities, nonprofit work, bed and breakfast lodging, craft production, and firewood distribution.

Enterprises which market petroleum or chemical products are prohibited.  
Enterprises that require their own buildings are prohibited;

(f) **Agri-Tourism.** The Grantor is permitted to engage in Agri-Tourism including, but not limited to, farm tours, work experiences, field trips, petting zoos, corn mazes, and hay rides;

(g) **Roads.** Existing roads, as identified in the Baseline Documentation Report may be maintained and repaired in their current state. New roads may be constructed only if they are necessary for agricultural operations on the Protected Property. Paved roads are subject to the impervious surface limitation in Section 4(C);

(h) **Fences.** Existing fences may be repaired and replaced and new fences may be built on the Protected Property as necessary for agricultural operations on the Protected Property, including customary management of livestock and to delineate the boundary of the Protected Property;

(i) the right to drill for water on the Protected Property and to make available water wells and septic systems for any new or existing structures on the Protected Property, or if reasonably necessary in connection with the uses of the Protected Property permitted by this Easement. The right to construct underground cisterns or water storage tanks for permitted residential use or agricultural production on the Protected Property.

(j) the right to compost, burn with the appropriate permit from the Grantee's Fire Marshall, or store vegetative waste generated by permitted activities and uses and the right to store for removal at reasonable intervals normal and customary waste generated on the Protected Property by permitted activities and uses;

(k) the right to engage in any outdoor recreational activities for personal, noncommercial purposes, including hunting and fishing, that are in compliance with all applicable federal, state and local statutes and regulations;

(l) the right to post all or a portion of the Protected Property against trespassing and hunting;

(m) the right to lease or grant less than fee interests in all or a portion of the Protected Property for any use permitted to Grantor under this Easement, provided that such lease or other interest is consistent with and subject to the other terms of this Easement. Easements and right-of-ways for utilities (gas, oil, electric, wind turbine, communication tower) are only permitted when the sole purpose of the utility is to serve the structures on

the Protected Property. Easements and right-of-ways for new public access roads are not permitted.

(n) the right to establish or maintain a small-scale commercial feed lot, which is defined for purposes of this Section as a confined area or facility within which land is not grazed or cropped at least annually and which is used to receive not more than two hundred and fifty (250) head of cattle or hogs that have been raised off the Protected Property for feeding and fattening for market. *(This only applies if the farm is at least one hundred (100) acres in size, following NRCS BMP's.)*

#### 6. Enforcement/Management

(a) **Baseline Documentation Report.** The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Protected Property on the date of this Easement are documented in a Baseline Documentation Report prepared by the Grantee and signed and acknowledged by the Grantor establishing the condition of the Protected Property on the date of this Easement and including reports, maps, photographs, and other documentation. The Grantee may use the Baseline Documentation Report in enforcing provisions of this Easement, but is not limited to the use of the Baseline Documentation Report to show a change of conditions. The Baseline documentation Report is incorporated into this Easement by reference.

(b) **Responsibilities of Grantee.** Responsibilities of the Grantee shall include, but not be limited to:

- Maintaining the Baseline Documentation Report and annually monitoring the Protected Property in accordance with applicable policies and guidelines, such as the Standards and Practices of the Land Trust Alliance; and
- Ensuring that active farm operations are in compliance with the Conservation Plan for the Protected Property; and
- Investigating potential violations of this Easement, informing NRCS or successor agency of any violations, taking appropriate enforcement action, and providing an annual monitoring report to NRCS or successor agency, including any follow-up or actions needed to maintain compliance with the terms of this Easement. The Grantee must resolve violations within 60 days of their discovery in accordance with C.F.R. 1491.30. Failure to cure the violation may result in enforcement of the terms of the Easement by the United States.

#### 7. Notice and Approval.

**7.1 Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in Section 5, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the Purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Purpose of this Easement.

**7.2 Grantee's Approval.** Where Grantee's approval is required, as set forth in Section 5, Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Failure of Grantee to deliver a written response to Grantor within such thirty (30) days shall be deemed to constitute approval by Grantee of such request unless such act is contrary to any express restriction included herein. In the case where approval is sought for construction of a residence, the Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of the Grantor's written request therefore, failure of Grantee to deliver a written response to Grantor within such sixty (60) days shall be deemed to constitute approval by Grantee unless such act is contrary to any express restriction included herein. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the Purpose of this Easement.

**8. Grantee's Remedies.**

**8.1 Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

**8.2 Injunctive Relief.** If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of

competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by restraining order or temporary or permanent injunction, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. In the event that Grantee seeks injunctive or other equitable relief, Grantee shall not be required to post a bond and shall not be required to demonstrate irreparable harm or injury.

**8.3 Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, historic, agricultural, open space, or environmental values. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.

**8.4 Emergency Enforcement.** If Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under Paragraphs 8.1 through 8.10 without prior notice to Grantors or without waiting for the period provided for cure to expire.

**8.5 Scope of Relief.** Grantee's rights under this Section 8 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Section 8.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 8 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**8.6 Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor without setoff, deduction, defense, abatement, suspension, deferment or reduction; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Grantor expressly agrees that Grantee shall have, is hereby granted, and shall be entitled to record a lien against the Protected Property for any unpaid damages or costs of enforcement.



**8.7 Forbearance.** Forbearance by Grantee to exercise any of its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

**8.8 Waiver of Certain Defenses.** Grantor acknowledges that Grantor has read this Easement, its terms and requirements, and Grantor, in full knowledge of its provisions, hereby waives any defense of laches, estoppel, or prescription with respect to any enforcement action instituted by Grantee.

**8.9 Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

**8.10 Failure of Grantee to Enforce.** If at any time Grantee shall fail to enforce the restrictions of this Easement, the Scott County Fiscal Court shall have the right to bring suit against Grantee or Grantor for specific performance or to otherwise enforce any or all of the provisions of this Easement.

**9. Access.** No right of access by the general public to any portion of the Protected Property is conveyed by this Easement.

**10. General or Standard Provisions**

**10.1 General Indemnifications**

Grantor shall indemnify and hold harmless Grantee and the United States, and their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee or the United States may be

subject or incur relating to the Protected Property, which may arise from, but is not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

#### 10.2 Title Warranty

Grantor warrants that Grantor has good title to the Protected Property, that the Grantor has the right to convey this Easement; and that the Protected Property is free and clear of any encumbrances. Grantor also warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

#### 10.3 Environmental Warranty

Grantor warrants that Grantor is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that Grantor has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify the United States and the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee or the United States to the Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Protected Property by the Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection,

subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

#### 10.4 Interpretation

This Easement shall be interpreted under the laws of the State of Kentucky and the United States. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to affect the purposes of the Easement. If any provision in said Easement is found to be ambiguous, an interpretation consistent with the purposes of said Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### 10.5 Control.

Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee or the United States to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and KRS Section 224.01-010 et seq.

#### 10.6 Merger

In the event that the Grantee takes legal title to Grantor's interest in the Protected Property, the Grantee shall commit the monitoring and enforcement of the Easement to another qualified organization within the meaning of Section 107(h) (3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

#### 10.7 Amendment

This Easement may be amended only if in the sole and exclusive judgment of the Grantee and the United States such amendment

further or is not inconsistent with the purposes of this Easement. Any such amendment must be mutually agreed upon by the Grantee, the Grantor, and the United States, signed and duly recorded by the parties and comply with all applicable laws and regulations. The Grantee must provide to NRCS timely notice in writing of the proposed amendment prior to signing and recordation.

#### **10.8 Boundary Line Adjustments**

Boundary line adjustments are permitted in the case of technical errors made in the survey or legal description. In such cases, boundary line adjustments cannot exceed two acres for the entire Protected Property.

#### **10.9 Subordination**

Any mortgage or lien arising after the date of this Easement must be subordinated to the terms of this Easement. Any liens, mortgages, easements, or other clouds on title existing prior to the date of the Easement must be subordinated to the Easement or otherwise appropriately dealt with prior to recording the Easement..

#### **10.10 Responsibility of Grantor**

The Grantor is responsible for payment of all taxes, upkeep and maintenance of the Protected Property, and any liability arising from personal injury or property damage occurring on the Protected Property.

#### **10.11 Rights and Obligations**

The rights and obligations in this Easement run with the land and apply to all its successors, and agents.

#### **10.12 Rights of Grantee**

The Grantee has the right to protect the Conservation Values of the Protected Property; periodically monitor compliance on the Protected Property; and ability to enforce the terms of the Easement .

#### **10.13 Right of Enforcement**

Under this Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or the Scott County Fiscal Court, fail to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

#### **10.14 Transfer/Assignment**

**Transfer of the Protected Property.** Upon transfer of the Protected Property, or interest in the Protected Property, from one Landowner to another, the conveyance document shall expressly refer to this Easement and be subject to its terms.

**Transfer of the Easement.** Upon prior written consent from the United States, the Grantee may transfer this Easement to a public agency or non-profit organization, which, at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the Internal Revenue Code.

**Extinguishment.** The Easement may only be terminated or extinguished by a court of competent jurisdiction upon a request to terminate made by the Grantor, the Grantee and the United States and after a finding by the court that the conditions or circumstances on or surrounding the Protected Property have changed to such a degree that it has become impossible to fulfill the conservation purposes of the Easement.

**11. Extinguishment and Condemnation.**

**11.1 Change in Economic Conditions.**

The fact that any use of the Protected Property that is expressly prohibited by the terms of this Easement may become more economically valuable than uses permitted by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by the terms of this Easement, has been considered by Grantor in granting this Easement. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to Section 10.2. In addition, the inability of Grantor, its successors or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to Section 11.2.

**11.2 Extinguishment.**

At any time fifteen (15) years or more after the date first above written, the Grantor may file a written request with Grantee for release of the Easement as to any part of the Protected Property which has been included within the Urban Services Boundary, as determined by the then most recent Comprehensive Plan and is annexed by an incorporated city. At any time fifteen (15) years or more after the date first above

written, the Grantor may file a written request with Grantee for release of the Easement as to any part of the Protected Property. Requests for release of the Easement shall be addressed to Grantee according to the terms and conditions of Article IV, Section 3 of the Scott County Fiscal Court Code of Ordinance 08-08. For purposes of clarification the term "Comprehensive Plan" as used herein is defined to mean the land use plan, and amendments, adopted by the Scott County Fiscal Court pursuant to KRS 100.197. In the event of extinguishment pursuant to Article IV, Section 3(2) of the Scott County Fiscal Court Code of Ordinance 08-08 a like easement in an amount equal to the same percentage of Farmland Protection Program dollars utilized in the acquisition of the original easement. Given the United States' property interest in this Easement, the Easement may not be extinguished under this section without advance written approval of the United States.

#### 11.3 Condemnation.

If all or any part of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Protected Property subject to the taking or in-lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with an effort to prevent a taking or in an effort to recover the full value of their interest subject to a taking or in-lieu purchase shall be paid out of the amount recovered. Notice shall be given to the United States Department of Agriculture of any condemnation proceedings. Given the United States' interest in this Easement, the Easement may not be extinguished under this section without advance written approval of the United States.

#### 11.4 Proceeds of Condemnation.

If the Easement is extinguished/terminated or condemned, in whole or in part, **and a like easement is not obtainable**, then Grantee and the United States are entitled to their proportional share each of 100% percentage of gross sale proceeds or condemnation award representing an amount equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property as these values are determined on the date of this Easement. The proportional shares of the Grantee and the United States are 50.00% and 50.00% respectively, representing the proportion each party contributed to the purchase price of the Easement.

If this Easement is extinguished, terminated or condemned, in whole or in part then the Grantor, shall reimburse the Grantee and the United

States, an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Easement. The fair market value of the Protected Property shall be determined at the time this Easement is terminated, extinguished or condemned, by a complete summary appraisal, which meets the Uniform Standards of Professional Appraisal Practice (USPAP), is approved by the Grantee and the United States of America, and is completed by a Kentucky certified general appraiser. The fair market value of the Protected Property shall not include any increase in value after the date of this Easement attributable to improvements.

Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States shall each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. The Grantee or its designee shall use its allocation of the Proportionate Share in a manner consistent with the conservation purposes of the Easement. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee the Grantee shall reimburse the United States for the amount of the Proportionate Share due to the United States.

**11.5 Application of Proceeds.**

Grantee shall use any proceeds received under the circumstances described in this Section 11 in a manner consistent with its conservation purposes, which are exemplified by this Easement and in a manner consistent with the Farmland Protection Program.

- 12. Mortgages.** Grantor represents and warrants that as of the date hereof, there are no liens, mortgages or encumbrances outstanding against the Protected Property, except any listed in Exhibit B, attached hereto and made a part hereof, which are subordinated to Grantee's right to enforce the restrictions of this Easement.

**13. Assignment and Backup Grantee**

- 13.1 Assignment.** With the advance written permission of the United States, the Scott County Rural Land Management Board, Inc. may assign its interest in this Easement, but only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under KRS Sections 382.800 through 382.860 (or any successor provision then applicable) or the laws of the United States. As a condition of such



transfer, Grantee shall require that the Purpose that this Easement is intended to advance continue to be carried out.

13.2 **Backup Grantee.** In the event Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable) its rights and duties hereunder shall become vested in and fall upon the Scott County Fiscal Court or such other qualified organization as may then be determined, to the extent such entity shall evidence acceptance of and agree to fully enforce the terms herein.

14. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests itself of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

15. **Estoppels Certificates.** Upon written request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppels certificate, which certifies, to the best of Grantee's knowledge, Grantor's compliance with all obligations of Grantor contained in this Easement or which otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Protected Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefore.

16. **Notices.** All notices or communication that either party desires or is required to give to the other hereunder shall be in writing and shall be deemed properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Grantor:

Joe M. Davis and Mary C. Davis Family Limited  
Partnership  
101 Stone Road  
Georgetown, Kentucky 40324

If to Grantee: Scott County Rural Land Management Board, Inc.  
Attn.: PDR Case Manager  
100 E. Penn Ave.  
Georgetown, KY 40324

If to the United States: U.S. Department of Agriculture  
Natural Resources Conservation Service  
771 Corporate Drive, Suite 210  
Lexington, Kentucky 40503

or to such other address as a party from time to time shall designate by written notice to the other parties. Any party by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

17. **Recordation.** Grantee shall record this instrument in timely fashion in the office of the County Clerk of Scott County, Kentucky and in the office of Planning & Zoning of the Scott County Fiscal Court, and may re-record it at any time as may be required to preserve the rights in this Easement.

18. **General Provisions.**

18.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the law of the Commonwealth of Kentucky.

18.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of KRS 382.800 through 382.860. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Easement.

18.3 **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

18.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior

discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

18.5 **Amendment.** If circumstance arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee and the United States are free to jointly amend this Easement by a mutually acceptable written agreement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170(h) and 501(c)(3) of the Internal Revenue Code and the laws of the Commonwealth of Kentucky, and any amendment shall be consistent with the Purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the office of the County Clerk of Scott County, Kentucky and in the office of Planning & Zoning of the Scott County Fiscal Court. Nothing in this paragraph shall require Grantor, Grantee, or the United States to agree to any amendment or to consult or negotiate any amendment.

18.6 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

18.7 **Joint and Several Obligations.** The obligations imposed by this Easement upon Grantor shall be joint and several.

18.8 **Successors.** All of the covenants, terms, conditions, restrictions, easements, representations, warranties and provisions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and permitted assigns and shall continue as a servitude running in perpetuity with the Protected Property. The terms "Grantor" and "Grantee," and "United States" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and its successors, and permitted assigns, and the above-named Grantee and its successors and permitted assigns, and the above named United States and its assigns.

18.9 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer. In the event a termination occurs under this paragraph, notice shall be given to the United States.

18.10 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

18.11 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18.12 **Compliance with Laws.** Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any law, regulation, ordinance, code or requirement relating to building materials, construction method, or use of the Protected Property. In the event of any conflict between any such ordinance, code or regulation and the terms hereof, Grantor shall promptly notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Easement and such law, ordinance, code or regulation.

18.13 **Development Rights.** To the extent that Grantor owns or is entitled to development rights which may exist now or at sometime hereafter by reason of the fact that under any applicable zoning or similar ordinance the Protected Property may be developed to more intensive uses than the Protected Property is devoted to as of the date hereof, such development rights shall not be exercisable on, above or below the Protected Property during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the Purpose of the Easement.

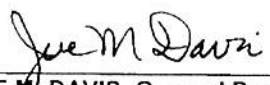
18.14 **Statement of Consideration.** The undersigned, Grantor and Grantee certify that the consideration reflected in this Deed of Conservation Easement is the full consideration paid for this Easement.

TO HAVE AND TO HOLD unto Scott County Rural Land Management Board, Inc., its successors, and assigns forever.

**GRANTOR:**

JOE M. DAVIS AND MARY C. DAVIS FAMILY  
LIMITED PARTNERSHIP, A GEORGIA  
LIMITED PARTNERSHIP

BY: \_\_\_\_\_

  
JOE M. DAVIS, General Partner

BY: Mary C Davis  
MARY C. DAVIS, General Partner

COMMONWEALTH OF KENTUCKY  
COUNTY OF SCOTT

IN WITNESS WHEREOF the foregoing instrument was subscribed, sworn to and acknowledged before me this 29th day of June, 2011, by Joe M. Davis and Mary C. Davis, as General Partners of the Joe M. Davis and Mary C. Davis Family Limited Partnership, a Georgia Limited Partnership, for and on behalf of the partnership.

My commission expires: 10/22/14

[Signature]  
NOTARY PUBLIC

GRANTEE:

The Scott County Rural Land Management  
Board, Inc.

[Signature]  
By: John Lacy, Chair  
Scott County Rural Land Management Board,  
Inc.

COMMONWEALTH OF KENTUCKY  
COUNTY OF SCOTT

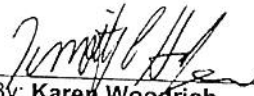
IN WITNESS WHEREOF the foregoing instrument was subscribed, sworn to and acknowledged before me this 29 day of June, 2011, on behalf of the Scott County Rural Land Management Board, Inc., a Kentucky non-profit corporation, by John Lacy, Chair.

My commission expires: 10/22/14

[Signature]  
NOTARY PUBLIC

**ACCEPTANCE BY THE UNITED STATES OF AMERICA**

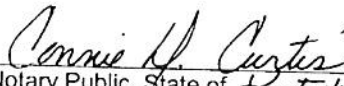
The Natural Resources Conservation Service, United States Department of Agriculture, an agency of the United States Government, hereby accepts and approves the foregoing Deed of Conservation Easement and the rights conveyed therein, on behalf of the United States of America.

 *ACTING*  
By: Karen Woodrich *State Conservationist*  
NRCS State Conservationist

STATE OF KENTUCKY  
COUNTY OF Fayette

On this 28 day of June, 2011, before me, the undersigned, a Notary Public in and for the State, personally appeared Karen Woodrich known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that she is State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the Deed of Conservation Easement to be his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

  
Notary Public, State of Kentucky, At Large  
My commission expires: July 7, 2014

PREPARED BY:

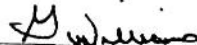
  
GLENN M. WILLIAMS  
SCOTT COUNTY ATTORNEY  
198 EAST WASHINGTON STREET  
GEORGETOWN, KY 40324

EXHIBIT A  
TO  
DEED OF CONSERVATION EASEMENT  
FROM  
Joe and Mary Davis Family Limited Partnership  
TO  
Scott County Rural Land Management Board, Inc.

[Property Description]

See attached



EXHIBIT "A"

DESCRIPTION OF PROPERTY

TRACT NO. 1: All that tract or parcel of land situated on the westerly side of the Newtown Pike (Kentucky Highway No. 922) about four miles east of Georgetown in Scott County, Kentucky and on the waters of North Elkhorn Creek and more fully described and bounded as follows, to-wit:

Beginning at a point in an offset in the new right of way of the Newtown Pike; thence with said right of way and continuing with Sutton N 71° 15' 14" W 67.37 feet to a post; thence again with Sutton and a fence N 47° 37' 15" W 159.11 feet to the south bank of North Elkhorn Creek; thence again with Sutton N 33° 32' 32" W 130.24 feet to the center of North Elkhorn Creek; thence with the center of North Elkhorn Creek, first with Sutton and thence through the lands of Waller, for twenty four calls, N 40° 47' 00" W 210.82 feet, N 84° 08' 22" W 160.52 feet, S 73° 32' 06" W 208.76 feet, S 64° 37' 10" W 266.60 feet, S 81° 06' 22" W 281.31 feet, N 88° 09' 34" W 246.48 feet, S 68° 07' 47" W 269.72 feet, S 59° 32' 26" W 314.94 feet, S 40° 31' 07" W 200.92 feet, S 20° 02' 54" W 195.97 feet, S 03° 22' 37" E 230.80 feet, S 43° 55' 39" E 170.61 feet, S 53° 18' 44" E 129.66 feet, S 75° 56' 44" E 232.63 feet, N 85° 06' 32" E 342.28 feet, N 73° 51' 57" E 174.34 feet, N 49° 03' 02" E 215.08 feet, S 88° 31' 03" E 150.80 feet, S 54° 01' 08" E 231.34 feet, S 68° 24' 04" E 272.28 feet, S 86° 10' 38" E 219.74 feet, N 89° 05' 23" E 258.37 feet, S 77° 03' 30" E 128.19 feet and S 79° 34' 24" E 84.01 feet; thence leaving North Elkhorn Creek N 01° 22' 00" E 67.0 feet to the new west right of way of the Newtown Pike; thence with the new west right of way of the Newtown Pike for five calls, N 16° 03' 56" W 186.71 feet, N 10° 36' 00" W 134.74 feet, N 01° 16' 00" W 338.51 feet, N 55° 21' 00" W 144.55 feet, and N 10° 09' 00" E 158.68 feet to the beginning and containing 53.10 acres.

Being the same property conveyed to JOE AND MARY DAVIS FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, by deed from JOE M. DAVIS, a married person, dated December 31, 1997 and of record in Deed Book 229, page 709, Scott County Clerk's Office.

TRACT NO. 2: That certain lot or parcel of land containing 5.25 acres, situated near the Paris Pike- Newtown Pike intersection, lying on the east side of the Newtown Pike and south of the Paris Pike, and more particularly described as follows:

Being all of Lot No. 11 of Windcrest Subdivision, Scott County, Kentucky, as shown by Amended Minor Subdivision Plan thereof prepared by Don B. White, Licensed Surveyor, Georgetown, Kentucky dated July 1989, and filed of record at 2:30 p.m. on the 27<sup>th</sup> day of October, 1989, in Plat Slide No. 810 in the Scott County Clerk's Office, Scott County, Kentucky, to which plat reference is hereby made for a more particular description of the property hereby conveyed, AND

That certain lot or parcel of land containing 21.28 acres, situated near the Paris Pike- Newtown Pike intersection, lying on the east side of the Newtown Pike and south of the Paris Pike, and more particularly described as follows:

Being all of Lot No. 12 of Windcrest Subdivision, Scott County, Kentucky, as shown by Amended Minor Subdivision Plan thereof prepared by Don B. White, Licensed Surveyor, Georgetown, Kentucky dated July 1989, and filed of record at 2:30 p.m. on the 27<sup>th</sup> day of October, 1989, in Plat Slide No. 810 in the Scott County Clerk's Office, Scott County,

Kentucky, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

Being the same property conveyed to JOE AND MARY DAVIS FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, by deed from JOE M. DAVIS, a married person, dated December 31, 1997 and of record in Deed Book 229, page 713, Scott County Clerk's Office.

THERE IS EXCEPTED FROM THE ABOVE TRACT NO. 2 THE FOLLOWING:

Being all of Parcel 1 containing .091 acre as shown by plat thereof of record in Plat Cabinet 9, Slide 15, in the Scott County Clerk's Office; to which plat reference is hereby made for a more particular description.

Being the same property conveyed to BOBBY T. RANKIN and PHYLLIS RANKIN, his wife, by deed from JOE AND MARY DAVIS FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, dated December 20, 2005 and of record in Deed Book 297, page 397, Scott County Clerk's Office.

TRACT NO. 3: Being all of Parcel 3 containing 0.171 acre as shown by plat thereof of record in Plat Cabinet 9, Slide 15, in the Scott County Clerk's Office; to which plat reference is hereby made for a more particular description.

Being the same property conveyed to JOE AND MARY DAVIS FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, by deed from BOBBY T. RANKIN and PHYLLIS RANKIN, his wife, dated December 20, 2005 and of record in Deed Book 297, page 395, Scott County Clerk's Office.

TRACT NO. 4: Beginning at a point in the center line of Stone Road and the easterly right of way line of Newtown Pike; thence with the easterly right of way line of the Newtown Pike for 12 calls as follows: N 0° 10' W 560 feet, N 3° 45' E 352.0 feet, N 1° E 117.0 feet, N 4° 55' E 124.0 feet, N 8° 55' E 80.0 feet, N 18° E 127.0 feet, N 23° 40' E 138.0 feet, N 29° 15' E 412.0 feet, N 81° 5' E 32.0 feet, N 34° 15' E 214.0 feet, N 28° 55' E 92.0 feet, N 18° 55' E 148 feet to a point in the easterly right of way line of Newtown Pike; thence leaving said right of way line and with a new division line of the farm of Clay Storage Company, Robert N. Clay, and Hal W. Steele S 69° E 133.3 feet, N 79° E 492.8 feet, N 59° E 151.2 feet, N 36° E 79.5 feet, N 45° E 162.9 feet, S 20° E 492.8 feet, S 66° E 467.5 feet to a point in fence, corner to Donald Evans; thence with Evans line for 4 calls: S 25° 30' W 584 feet, N 68° 10' W 63.0 feet, S 25° 50' W 490 feet, S 24° W 949 feet to a point corner with Stone Road; thence with Stone Road for 2 calls: S 85° 40' W 50 feet, S 86° 20' W 1,050 feet to the place of beginning and containing 72.06 acres, more or less.

Being the same property conveyed to JOE AND MARY DAVIS FAMILY LIMITED PARTNERSHIP, a Georgia limited partnership, by deed from JOE M. DAVIS and MARY C. DAVIS (a/k/a MARY COCHRAN DAVIS), dated December 31, 1997 and of record in Deed Book 229, page 717, Scott County Clerk's Office.

JOE DAVIS FAMILY FARM  
Scott County  
Date: 12/18/2008

## Farm Map

SCOTT COUNTY  
D338 PG 559

NRCS Natural Resources  
Conservation Service



Map based on property boundaries as provided

### Legend

Farm Boundary

Road

House/Storage/  
Garage complex

Hay Shed

Horse Barn

Livestock drinker/pool

### Scale

1:4,800

1 inch equals 400 feet

N



Map based on property boundaries as provided

**Legend**

Farm Boundary

Road

House

Shed

(hay, machinery)

Shed or Barn

(cattle pens, covered work area)

**Scale**

1:7,920

1 inch equals 660 feet



EXHIBIT B  
TO  
DEED OF CONSERVATION EASEMENT  
FROM  
Joe and Mary Davis Family limited Partnership  
TO  
Scott County Rural Land Management Board, Inc.

[List any outstanding liens, mortgages or encumbrances against the property]

1. NONE

DOCUMENT NO: 212678  
RECORDED: June 30, 2011 12:14:01 PM  
TOTAL FEE: \$118.00  
TRANSFER TAX: \$574.00  
COUNTY CLERK: REBECCA M JOHNSON  
DEPUTY CLERK: TESSA  
COUNTY: SCOTT COUNTY  
BOOK: D338 PAGES: 528 - 561