

EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT (“Assignment”), made and entered into effective the ____ day of March, 2025 (the “Effective Date”), by and between **THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT**, a public body corporate and political subdivision organized pursuant to Chapter 76 of the Kentucky Revised Statutes, whose address is 700 West Liberty Street, Louisville, Kentucky 40203 (“Grantor”), and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT by and through the LOUISVILLE/JEFFERSON COUNTY ENVIRONMENTAL TRUST**, whose address is 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202 (“Grantee”). The in-care-of address to which the property tax bill for the current year may be sent 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202.

W I T N E S S E T H:

THAT for good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor has this day BARGAINED and SOLD and by these presents does hereby QUITCLAIM and ASSIGN unto Grantee, its successors and assigns forever, all of Grantor’s right, title and interest, if any, in and to that certain Deed of Scenic-Conservation Easement dated August 14, 1995, of record in Deed Book 6629, Page 729, in the Office of the Clerk of Jefferson County, Kentucky (the “Easement”), a true and correct copy of which is attached hereto and incorporated herein as Exhibit A.

TO HAVE AND TO HOLD all of Grantor’s right, title and interest in and to the Easement, together with all appurtenances thereunto belonging, unto Grantee, its successors and assigns forever, but without warranty of title.

For and in consideration of the above and foregoing Assignment, and other good and valuable consideration, pursuant to KRS 382.810, Grantee hereby accepts said Assignment and from and after the Effective Date agrees to be bound by the terms of the Easement as if it had been an original party thereto, subject to the terms of that certain Memorandum of Agreement between Grantor and the Louisville/Jefferson County Environmental Trust effective as of November 21, 2019. Grantee, by acceptance of this Assignment, hereby assumes and agrees to keep, observe, and perform all of the covenants, conditions, terms, provisions, obligations, and liabilities of Grantor accruing or arising in any way and at any time in connection with or under the Easement

to be kept, observed, and performed by the grantee thereunder from and after the Effective Date. Grantee represents, warrants, covenants, and agrees that it will fully and faithfully perform in strict accordance with the terms thereof each and every term, provision, covenant, and agreement of the Easement from and after the Effective Date.

Grantee expressly states, and Grantor acknowledges and agrees, that (1) no merger of the Easement acquired herein is intended with any fee simple real property or other similar estate owned or held by Grantee or that otherwise run in favor of Grantee or any of its predecessors, successors, assigns, agents, or instrumentalities; and (2) the Easement will always remain separate and distinct from such fee simple interests, notwithstanding any union of estates, unless a written agreement by the then current easement holder acknowledging the merger of title and releasing any such easement is properly executed and recorded in the Office of the Clerk of Jefferson County, Kentucky.

This conveyance is not subject to the assessment of transfer taxes pursuant to KRS 142.050 (7)(b).

IN WITNESS WHEREOF, Grantor and Grantee have hereunto executed this Assignment as of the date and year first above written.

[Signature Page Immediately Follows]

GRANTOR:

THE LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed, and sworn to before me this ____
day of _____, 2025, by _____ as
_____ of The Louisville and Jefferson County Metropolitan Sewer
District to be his/her free act and voluntary deed on behalf of said entity.

My Commission Expires: _____

(SEAL)

Notary Public
Printed Name: _____
Notary ID No. _____

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT by and through the
LOUISVILLE/JEFFERSON COUNTY
ENVIRONMENTAL TRUST

Approved as to form and legality:

The foregoing instrument was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by _____, _____ of Louisville/Jefferson County Metro Government by and through the Louisville/Jefferson County Environmental Trust, to be the act and deed of said government and his/her act and deed as _____ thereof, duly authorized.

(SEAL)

Notary Public
Printed Name: _____
Notary ID No. _____

TITLE NOT CERTIFIED

No title examination requested and none undertaken.

THIS INSTRUMENT PREPARED BY:

Shawn M. Spalding, Esq.
STOLL KEENON OGDEN PLLC
400 West Market Street
Suite 2700
Louisville, Kentucky 40202
Telephone: (502) 333-6000

EXHIBIT A

Easement

4929-4249-0910.1

DEED OF SCENIC-CONSERVATION EASEMENT

THIS DEED OF SCENIC-CONSERVATION EASEMENT made this
14th day of August, 1995, by and between AUDUBON
RIDGE, INC., a Kentucky corporation, whose address is 8401 Shelbyville Road,
Louisville, Kentucky 40222, hereinafter referred to as the "Grantor", and **THE
LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER
DISTRICT**, a public body corporate and political subdivision organized pursuant to
Chapter 76 of the Kentucky Revised Statutes, whose address is 400 South Sixth Street,
Louisville, Kentucky 40202, hereinafter referred to as the "Grantee";

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property
adjacent to the South Fork of Beargrass Creek in Jefferson County, Kentucky, which
property is known as Lot 29 as shown on the plat of Audubon Ridge Subdivision of
record in Plat Book 39, Page 54 in the Jefferson County Clerk's Office, containing 2.2
acres more or less, and more particularly described on Exhibit A attached hereto and made
a part hereof, hereinafter referred to as the "Protected Property"; and

WHEREAS, the Grantor desires to grant a Scenic Conservation Easement across
the Protected Property to the Grantee in accordance with the restrictions hereinafter
described; and

WHEREAS, the Grantee is authorized to accept and hold this Scenic
Conservation Easement pursuant to KRS 382.800-.860, hereinafter referred to as the
"Act"; and

WHEREAS, the Grantee is a municipal corporation and a political subdivision and empowered to hold an interest in real property pursuant to KRS Chapter 76; and

WHEREAS, the Grantor desires to grant and the Grantee desires to hold this Scenic Conservation Easement as a greenway for the purpose of retaining, conserving, and protecting the natural, scenic, aesthetic, and special character of the region in which the Protected Property is located; and

WHEREAS, the Grantee and the Grantor share the common purpose by the conveyance of this Scenic Conservation Easement on, over, and across the Protected Property of conserving and protecting the plant populations and preventing the use or development of the Protected Property in any manner which may conflict with the maintenance of the Protected Property in its scenic and open space condition in perpetuity; and

WHEREAS, the Protected Property is free of permanent buildings and has scenic value to the public; retention of the Protected Property as a greenway will add to the amenities of living in the adjoining or neighboring urbanized areas; it is in the public interest that the Protected Property retain trees and other natural growth; and the Protected Property is valuable to the public as a wildlife preserve or sanctuary;

NOW, THEREFORE, the Grantor for and in consideration of the facts above recited and incorporated herein and of the mutual covenants, terms, conditions, and restrictions herein contained does hereby give, grant, bargain, sell, and convey unto the Grantee, its assigns, heirs, and successors forever, a Scenic Conservation Easement in perpetuity on, over, and across the Protected Property as described in Exhibit A attached hereto and made a part hereof and Grantor, its assigns, heirs, and successors forever,

hereby covenants and agrees with the Grantee, its assigns, heirs, and successors forever, that the Protected Property shall hereafter and in perpetuity be imposed with, and used in accordance with the following restrictions and limitations:

- 1.) There shall be no construction of any improvements upon the Protected Property, other than those specifically authorized by paragraph 2.
- 2.) The following improvements may be constructed upon the Protected Property:
 - A.) recreational pathways and facilities for the use of Audubon Ridge Homeowner's Association members, with such improvements to be made only by said association, such as picnic tables, bicycle racks, trash receptacles, trail markers, trail bridges, bollards or similar structures to prevent vehicular use of trails, shelters, rest rooms, and other related structures necessary or convenient to maintaining a greenway on, over, and across the Protected Property;
 - B.) any improvements made by Grantee necessary for flood control, drainage, sewers and for the control of soil erosion together with all necessary appurtenances related thereto, all of which shall be compatible with the scenic character of the Protected Property; and
 - C.) any improvements made with the mutual consent of both the Grantor and the Grantee or any of their assigns, heirs, or successors.
- 3.) Timber, trees, shrubs, herbaceous plants, and other natural growth within the Protected Property shall not be destroyed or removed from the Protected Property, unless:
 - A.) approval for such removal is given by the Grantee or its assigns, heirs, or successors;
 - B.) such removal is required for elimination of conditions that pose an

imminent danger to persons or property; or

C.) such removal is necessary for elimination of diseased growth or non-native species.

4.) Accumulation or dumping of trash, refuse, junk, ashes, or unsightly material shall not be permitted on the Protected Property.

5.) There shall be no extraction or removal of any mineral of any kind from the Protected Property without the mutual consent of both the Grantor and the Grantee or their assigns, heirs, or successors.

6.) The Protected Property shall not be used for any business, industrial, or commercial activity and there shall be no subdivision of the Protected Property without the mutual consent of both the Grantor and the Grantee or their assigns, heirs, or successors.

7.) There shall be no display of signs on the Protected Property except:

A.) signs of reasonable size identifying the Protected Property as a Scenic Conservation Easement and identifying its owners and their addresses; and

B.) such other signs as may reasonably be necessary to protect such property and limit its use in accordance with this instrument.

8.) There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel or, rock, nor shall there be any building of roads or alteration of the topography of the Protected Property except as provided in paragraph 2.

9.) In the event of transfer of ownership of the Protected Property, the Grantor agrees to notify the Grantee of the proposed date of transfer along with the name and

address of the new owner(s). Said notification shall be in writing and occur 15 (fifteen) days prior to the transfer of ownership. However, no such notification shall be required when the property is transferred to the Audubon Ridge Homeowner's Association.

10.) All covenants, terms, conditions, restrictions, and purposes agreed to herein shall be binding upon the Grantor and the Grantee, as well as, their assigns, heirs, agents, personal representatives, and any and all other successors to them in interest and shall continue as a servitude running with the Protected Property unless both the Grantor and the Grantee or their assigns, heirs, agents, personal representatives, or any and all other successors to them in interest mutually consent to relinquish the Scenic Conservation Easement on the Protected Property.

11.) Although the creation of this Scenic Conservation Easement will be a benefit to the public, nothing herein shall be construed to convey a right to the public, any person, or agency, of any access to or use of the Protected Property, provided however:

A.) the members of the Audubon Ridge Homeowner's Association and the owners of the Protected Property, their assigns, heirs, agents, personal representatives, or any other successors to them in interest, shall retain the right to access to and the right to use the Protected Property not inconsistent with this Scenic Conservation Easement;

B.) the Grantee, its assigns heirs, agents, personal representatives, or any and all other successors to them in interest, may enter the Protected Property at such reasonable times and places as may be necessary for the purpose of:

i.) maintaining the Protected Property in accordance with the terms of this instrument; and

ii) inspecting the Protected Property at least once a year for

compliance with the terms of this Scenic Conservation Easement; and

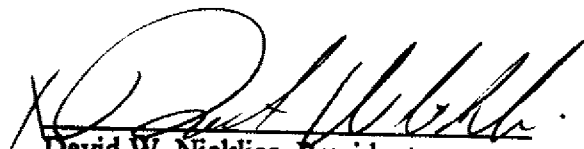
C.) if both the Grantor and Grantee or their assigns, heirs, or successors to them in interest mutually consent, to allow the public access and use of the Protected Property.

12.) The Audubon Ridge Homeowner's Association shall have primary responsibility for formulating guidelines, rules, and/or regulations to maintain the Scenic Conservation Easement in accordance with this instrument and for maintaining and constructing any and all recreational facilities on the Scenic Conservation easement as authorized on paragraph 2(A).


13.) The Grantee shall have primary responsibility for maintaining and constructing any improvements as authorized in paragraph 2(B) and for inspecting the Protected Property at least once a year for compliance with the terms of the Scenic Conservation Easement granted herein.

IN WITNESS WHEREOF, the Grantor and Grantee, by their duly elected officers, have executed this Deed of Scenic Conservation Easement the date above first written.

GRANTOR:


David W. Nicklies, President
Audubon Ridge, Inc.

GRANTEE:


Gordon R. Garner, Executive Director
Louisville and Jefferson County
Metropolitan Sewer District

COMMONWEALTH OF KENTUCKY)

) ss:

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by David W. Nicklies as President of Audubon Ridge, Inc., being the within named GRANTOR, who being by me first duly sworn, declared that he signed the foregoing instrument as his true and proper act and deed.

Witness my hand this 14th day of August, 1995.

My Commission expires: 4-12-98.

Sharon C. Foster
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)

) ss:

COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Gordon R. Garner as Executive Director of the Louisville and Jefferson County Metropolitan Sewer District, being the within named GRANTEE, who being by me first duly sworn, declared that he signed the foregoing instrument as his true and proper act and deed.

Witness my hand this 16 day of August, 1995.

My Commission expires: 2-24-99.

Pat L. Kera
NOTARY PUBLIC

This Instrument Prepared By:

John H. Ruby

John H. Ruby

Attorney

400 South Sixth Street

Louisville, Kentucky 40202

(502) 540-6622

EXHIBIT A

BEGINNING at the Northwestwardly corner of Audubon Ridge Subdivision, Section 1, as shown on the Plat of record in Plat Book 39, Page 54, in the office of the Jefferson County Clerk, thence along the North line of said subdivision, N 27° 13' E 308.18 feet to a point, N 56° 19' 30" E 194.59 feet to a point and N 58° 26' E 248.57 feet to a point at the Northeasterly corner of the said Audubon Ridge Subdivision, Section 1; thence along the Easterly line of Audubon Ridge Subdivision, Section 1, S 35° E 127.36 feet to a point; thence leaving said Easterly line N 77° 29' 33" W 101.76 feet to a point, thence S 49° 03' 40" W 270.87 feet to a point, thence S 82° 56' 18" W 131.96 feet to a point, thence S 35° 38' 41" W 219.37 feet to a point in the Westerly line on Audubon Ridge Subdivision, Section 1, thence along said Westerly line N 49° 14' 42" W 80.47 feet to the point of beginning, containing approximately 2.2 acres, more or less, and being Lot 29 as shown on the plat aforesaid.

BEING part of the same property conveyed to Audubon Ridge, Inc. by Deed dated May 13, 1992, of record in Deed Book 6186, Page 547 in the Office of the County Clerk aforesaid.

101153

Document No: 1995101153
Lodged By: METROPOLITAN SEWER DISTRI
Recorded On: Aug 24, 1995 11:58:01 A.M.
Total Fees: \$22.00 K.A.
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: TERI

END OF DOCUMENT

TERI

ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT (“Assignment”), made and entered into effective the ____ day of March, 2025 (the “Effective Date”), by and between **THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT**, a public body corporate and political subdivision organized pursuant to Chapter 76 of the Kentucky Revised Statutes, whose address is 700 West Liberty Street, Louisville, Kentucky 40203 (“Grantor”), and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT by and through the LOUISVILLE/JEFFERSON COUNTY ENVIRONMENTAL TRUST**, whose address is 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202 (“Grantee”). The in-care-of address to which the property tax bill for the current year may be sent 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202.

W I T N E S S E T H:

THAT for good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor has this day BARGAINED and SOLD and by these presents does hereby QUITCLAIM and ASSIGN unto Grantee, its successors and assigns forever, all of Grantor’s right, title and interest, if any, in and to that certain Deed of Scenic-Conservation Easement dated September 13, 1996, of record in Deed Book 6788, Page 660, in the Office of the Clerk of Jefferson County, Kentucky (the “Easement”), a true and correct copy of which is attached hereto and incorporated herein as Exhibit A.

TO HAVE AND TO HOLD all of Grantor’s right, title and interest in and to the Easement, together with all appurtenances thereunto belonging, unto Grantee, its successors and assigns forever, but without warranty of title.

For and in consideration of the above and foregoing Assignment, and other good and valuable consideration, pursuant to KRS 382.810, Grantee hereby accepts said Assignment and from and after the Effective Date agrees to be bound by the terms of the Easement as if it had been an original party thereto, subject to the terms of that certain Memorandum of Agreement between Grantor and the Louisville/Jefferson County Environmental Trust effective as of November 21, 2019. Grantee, by acceptance of this Assignment, hereby assumes and agrees to keep, observe, and perform all of the covenants, conditions, terms, provisions, obligations, and liabilities of Grantor accruing or arising in any way and at any time in connection with or under the Easement

to be kept, observed, and performed by the grantee thereunder from and after the Effective Date. Grantee represents, warrants, covenants, and agrees that it will fully and faithfully perform in strict accordance with the terms thereof each and every term, provision, covenant, and agreement of the Easement from and after the Effective Date.

Grantee expressly states, and Grantor acknowledges and agrees, that (1) no merger of the Easement acquired herein is intended with any fee simple real property or other similar estate owned or held by Grantee or that otherwise run in favor of Grantee or any of its predecessors, successors, assigns, agents, or instrumentalities; and (2) the Easement will always remain separate and distinct from such fee simple interests, notwithstanding any union of estates, unless a written agreement by the then current easement holder acknowledging the merger of title and releasing any such easement is properly executed and recorded in the Office of the Clerk of Jefferson County, Kentucky.

This conveyance is not subject to the assessment of transfer taxes pursuant to KRS 142.050 (7)(b).

IN WITNESS WHEREOF, Grantor and Grantee have hereunto executed this Assignment as of the date and year first above written.

[Signature Page Immediately Follows]

GRANTOR:

THE LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed, and sworn to before me this _____
day of _____, 2025, by _____ as
_____ of The Louisville and Jefferson County Metropolitan Sewer
District to be his/her free act and voluntary deed on behalf of said entity.

My Commission Expires: _____

(SEAL)

Notary Public
Printed Name: _____
Notary ID No. _____

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT by and through the
LOUISVILLE/JEFFERSON COUNTY
ENVIRONMENTAL TRUST

Approved as to form and legality:

The foregoing instrument was acknowledged, subscribed, and sworn to before me this _____ day of _____, 2025, by _____, _____ of Louisville/Jefferson County Metro Government by and through the Louisville/Jefferson County Environmental Trust, to be the act and deed of said government and his/her act and deed as _____ thereof, duly authorized.

(SEAL)

Notary Public
Printed Name: _____
Notary ID No. _____

TITLE NOT CERTIFIED

No title examination requested and none undertaken.

THIS INSTRUMENT PREPARED BY:

Shawn M. Spalding, Esq.
STOLL KEENON OGDEN PLLC
400 West Market Street
Suite 2700
Louisville, Kentucky 40202
Telephone: (502) 333-6000

EXHIBIT A

Easement

4925-2757-1735.2

DEED OF SCENIC-CONSERVATION EASEMENT

THIS DEED OF SCENIC-CONSERVATION EASEMENT made this 13 day of September, 1996, by and between the **RIGHT REVEREND THOMAS C. KELLY, ROMAN CATHOLIC BISHOP OF LOUISVILLE, KENTUCKY**, a Corporation Sole, whose address is 212 E. College Street Louisville, Kentucky 40203, (hereinafter "Grantor") and the **LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT**, a public body corporate and political subdivision organized pursuant to Chapter 76 of the Kentucky Revised Statutes, whose address is 700 West Liberty Street, Louisville, Kentucky 40203, (hereinafter "Grantee");

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located within 150 feet of the center line of the South Fork of Beargrass Creek in Jefferson County, Kentucky, which property is more particularly described on Exhibit A attached hereto and made a part hereof, hereinafter referred to as the "Protected Property"; and

WHEREAS, the Grantor desires to grant a Scenic Conservation Easement across the Protected Property to the Grantee in accordance with the restrictions hereinafter described; and

WHEREAS, the Grantee is authorized to accept and hold this Scenic Conservation Easement pursuant to KRS 382.800-.860, hereinafter referred to as the "Act"; and

WHEREAS, the Grantee is a municipal corporation and a political subdivision and empowered to hold an interest in real property pursuant to KRS Chapter 76; and

WHEREAS, the Grantor desires to grant and the Grantee desires to hold this Scenic Conservation Easement as a greenway for the purpose of retaining, conserving, and protecting the

natural, scenic, aesthetic, and special character of the region in which the Protected Property is located; and

WHEREAS, the Grantee and the Grantor share the common purpose by the conveyance of this Scenic Conservation Easement on, over, and across the Protected Property of conserving and protecting the plant populations and preventing the use or development of the Protected Property in any manner which may conflict with the maintenance of the Protected Property in its scenic and open space condition in perpetuity; and

WHEREAS, the Protected Property is free of permanent buildings and has scenic value to the public; retention of the Protected Property as a greenway will add to the amenities of living in the adjoining or neighboring urbanized areas; it is in the public interest that the Protected Property retain trees and other natural growth; and the Protected Property is valuable to the public as a wildlife preserve or sanctuary;

NOW, THEREFORE, the Grantor for and in consideration of the facts above recited and incorporated herein and of the mutual covenants, terms, conditions, and restrictions herein contained does hereby give, grant, bargain, sell, and convey unto the Grantee, its assigns, heirs, and successors forever, a Scenic Conservation Easement in perpetuity on, over, and across the Protected Property as described in Exhibit A attached hereto and made a part hereof and Grantor, its assigns, heirs, and successors forever, hereby covenant and agree with the Grantee, its assigns, heirs, and successors forever, that the Protected Property shall hereafter and in perpetuity be imposed with, and used in accordance with the following restrictions and limitations:

1.) There shall be no construction of any improvements upon the Protected Property, other than those specifically authorized by paragraph 2. Any and all existing improvements in the area known as Germantown Ballpark shall not be covered by the Agreement and the existing

gravel service road which is parallel to the creek in the Southwest part of the Protected Property may remain as it is at the time of the execution of the Agreement but shall not be further widened or improved.

2.) The following improvements may be constructed upon the Protected Property:

A.) a bridge and access road leading to said bridge that link the Grantor's property on either side of Beargrass Creek provided the maximum width of the bridge, access road, and related improvements do not exceed thirty (30) feet, the roadway does not exceed an average width of twenty-two (22) feet, and that stream bank restoration is accomplished by Grantor through appropriate soil bio-engineering techniques and the planting of native vegetation,

B.) fencing necessary to protect the Grantor's property, provided that prior written notice of intent to construct the fence is given to the Grantee;

C.) installation of funeral monuments;

D.) any improvements made by Grantee necessary for flood control, drainage, sewers and for the control of soil erosion together with all necessary appurtenances related thereto, all of which shall be compatible with the scenic character of the Protected Property; and

E.) any improvements made with the mutual consent of both the Grantor and the Grantee or any of their assigns, heirs, or successors.

3.) Timber, trees, shrubs, herbaceous plants, and other natural growth within 90 feet of the center line of Beargrass Creek shall not be destroyed or removed from the Protected Property, unless:

A.) approval for such removal is given by the Grantee or its assigns, heirs, or successors;

B.) such removal is required for elimination of conditions that pose an

imminent danger to persons or property; or

C.) such removal is necessary for elimination of diseased growth or non-native species.

4.) Within those portions of the Protected Property situated more than 90 feet from the center line of Beargrass Creek and designated "interim fill and soil storage area" on the map attached hereto marked Exhibit B, the Grantor shall have the right to place and store earth fill and soil provided the Grantor preserves or causes to be planted a minimum of one native, canopy hardwood tree for every one thousand square feet of land area. Trees required under this paragraph shall be planted within three years of execution of this Scenic Conservation Easement; however, no planting of trees shall be required within the area designated on Exhibit B as "interim fill and soil storage area" until such time as earth fill and storage activities have been completed in this area.

5.) Accumulation or dumping of trash, refuse, junk, ashes, or unsightly material shall not be permitted on the Protected Property.

6.) There shall be no extraction or removal of any mineral of any kind from the Protected Property without the mutual consent of both the Grantor and the Grantee or their assigns, heirs, or successors.

7.) The Protected Property within 90 feet of the center line of Beargrass Creek shall not be used for any business, industrial, or commercial activity and there shall be no subdivision of the Protected Property without the mutual consent of both the Grantor and the Grantee or their assigns, heirs, or successors. The remainder of the Protected Property may be used for burial sites, but shall not be used for any other business, industrial or commercial activity and shall not

be subdivided without the mutual consent of both the Grantor and the Grantee or their assigns, heirs, or successors.

8.) There shall be no display of signs on the Protected Property except:

A.) headstones, directional signage, and other signs ancillary to the operation of a cemetery;

B.) signs of reasonable size identifying the Protected Property as a Scenic Conservation Easement and identifying its owners and their addresses; and

C.) such other signs as may reasonably be necessary to protect such property and limit its use in accordance with this instrument.

9.) There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel or, rock other than that necessary for preparation of individual graves, nor shall there be any building of roads or alteration of the topography of the Protected Property except as provided in paragraph 2.

10.) In the event of transfer of ownership of the Protected Property, the Grantor agrees to notify the Grantee of the proposed date of transfer along with the name and address of the new proposed new owner(s). Said notification shall be in writing and occur 15 (fifteen) days prior to the transfer of ownership.

11.) All covenants, terms, conditions, restrictions, and purposes agreed to herein shall be binding upon the Grantor and the Grantee, as well as, their assigns, heirs, agents, personal representatives, and any and all other successors to them in interest and shall continue as a servitude running with the Protected Property unless both the Grantor and the Grantee or their assigns, heirs, agents, personal representatives, or any and all other successors to them in interest mutually consent to relinquish the Scenic Conservation Easement on the Protected Property.

12.) Although the creation of this Scenic Conservation Easement which maintains the scenic character of the Protected Property will be a benefit to the public, nothing herein shall be construed to convey a right to the public, any person, or agency, of any access to or use of the Protected Property, provided however:

A.) the owners of the Protected Property, their assigns, heirs, agents, personal representatives, or any other successors to them in interest, shall retain the right to access to and the right to use the Protected Property for all purposes not inconsistent with this Scenic Conservation Easement;

B.) the Grantee, its assigns heirs, agents, personal representatives, or any and all other successors to them in interest, may enter the Protected Property at such reasonable times and places as may be necessary for the purpose of maintaining the Protected Property in accordance with the terms of this instrument and inspecting the Protected Property at least once a year for compliance with the terms of this Scenic Conservation Easement; and

C.) both the Grantor and Grantee or their assigns, heirs, or successors to them in interest may mutually consent, to allow the public access and use of the Protected Property.

D.) this Scenic Conservation Easement shall have no effect on any properties of the Grantor beyond the Protected Property.

IN WITNESS WHEREOF, the Grantor and Grantee, by their authorized representatives have executed this Deed of Scenic Conservation Easement the date above first written.

GRANTOR:

Thomas C. Kelly, O.P.,
by Charles Maloney,
 Right Reverend Thomas C. Kelly, O.P.
 Roman Catholic Bishop of Louisville,
 A Corporation Sole

Atty-in-fact (DB 52763 445)

GRANTEE:

Grt R. D.
 Gordon R. Garner, Executive Director
 Louisville and Jefferson County
 Metropolitan Sewer District

COMMONWEALTH OF KENTUCKY)
) ss:
 COUNTY OF JEFFERSON)

I, the undersigned Notary Public within and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Right Reverend Thomas C. Kelly, Roman Catholic Bishop of Louisville, Kentucky, a Corporation Sole, being the within named GRANTOR with whom I am personally acquainted, who acknowledges that, being informed of the contents of the within instrument be executed and delivered the same voluntarily as his act and deed for the purposes therein contained through Right Reverend Charles G. Maloney, his attorney-in-fact.

Witness my hand this 13 day of SEPTEMBER, 1996.

My Commission expires: JUNE 19, 1999.


 NOTARY PUBLIC, State at Large, KY

COMMONWEALTH OF KENTUCKY)
) ss:
 COUNTY OF JEFFERSON)

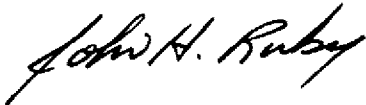
I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Gordon R. Garner as Executive Director of the Louisville and Jefferson County Metropolitan Sewer District, being the within named GRANTEE, who being by me first duly sworn, declared that he signed the foregoing instrument as his true and proper act and deed.

Witness my hand this _____ day of _____, 1996.

My Commission expires: _____.

 NOTARY PUBLIC, State at large, KY

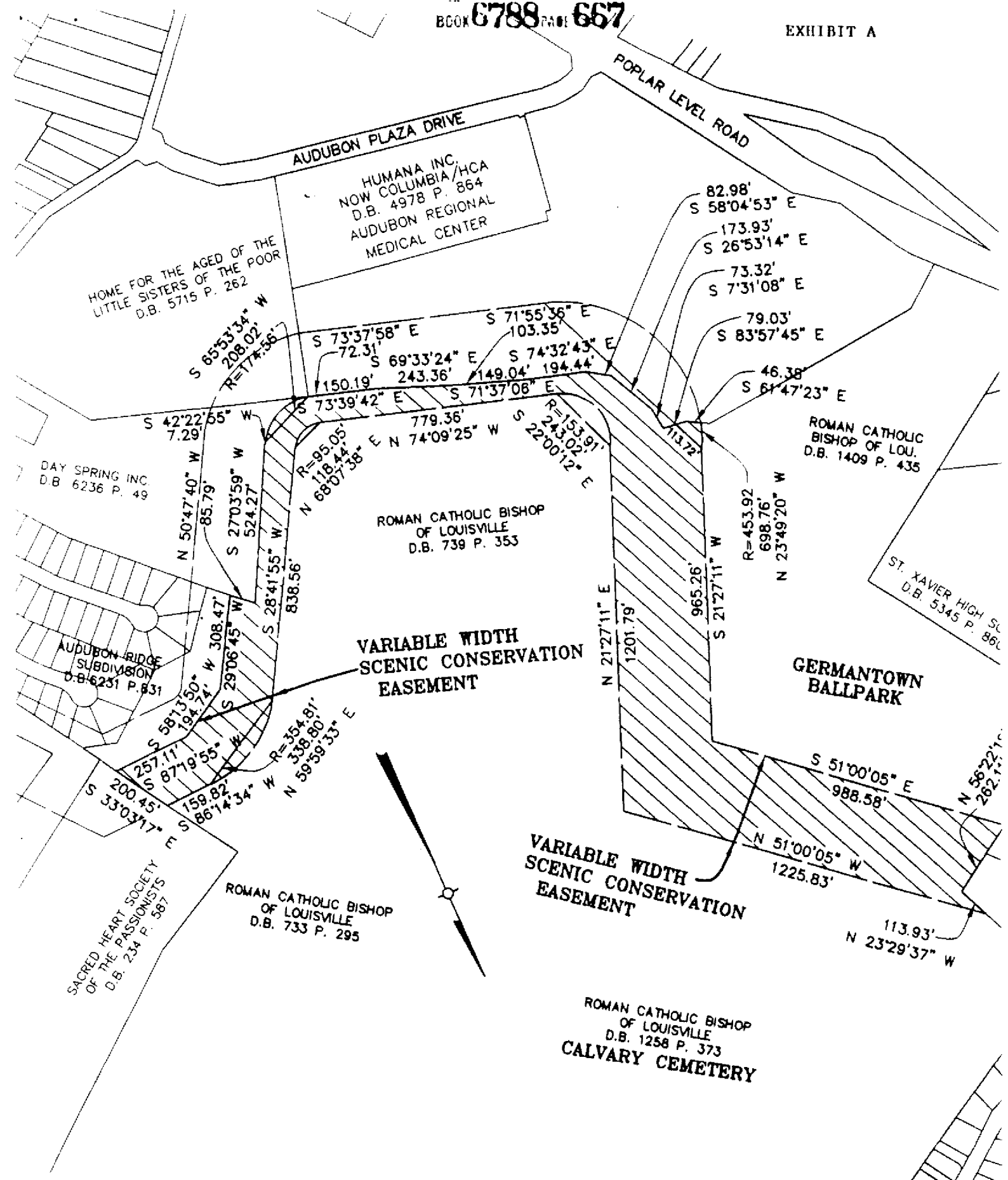
This Instrument Prepared By:



John H. Ruby
 Attorney
 700 West Liberty Street
 Louisville, Kentucky 40203
 (502) 540-6622

PLAT ANNEXED TO THIS DEED
 RECORDED IN MISCELLANEOUS
 PLAT & RIGHT-OF-WAY BOOK
55 PAGE 31

123782
 Document No: 1996123782
 Lodged By: METROPOLITAN SEWER DISTRI
 Recorded On: Sep 17, 1996 10:41:27 A.M.
 Total Fees: \$34.00
 Transfer Tax: \$0.00
 County Clerk: Rebecca Jackson
 Deputy Clerk: STACIE



PERMANENT EASEMENT = 96,3403.33 Sq.Ft.
TEMPORARY CONSTRUCTION EASEMENT = NONE

All lot dimensions are per deed of record.

The reference meridian used on this plat to determine the directions of survey lines was based on the deed bearing of the south line of the tract, which is on Tax Map 86C Lot 10.

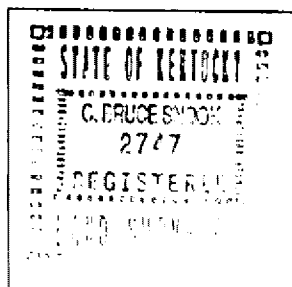
Being a part of the same property conveyed to the Grant by deeds dated 10-21-10, recorded in D.B. 733 P.295, dated 2-19-11 in D.B.739 P.383, dated 9-13-29 in D.B.1 P.436 & dated 1-5-27 in D.B.1258 P.373 in the office of Clerk of the Jefferson County Court.

H. E. RUDY CONSULTING ENGINEERS
STONESTREET & FORD - SURVEYORS
300 WEST MAIN STREET
LOUISVILLE, KY. 40202

SCENIC CONSERVATION EASEMENT

Property of
CALVARY CEMETERY
1600 NEWBURG ROAD
LOUISVILLE, KY. 40205

Parcel No. _____ Record No. _____
Date _____



I hereby certify that this plat was made under my supervision and is correct to the best of my knowledge and belief. Distances as shown on this plat have not been adjusted for closure. This easement Plat meets or exceeds the minimum standards of governing authorities.

END OF DOCUMENT

ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT (“Assignment”), made and entered into effective the ____ day of March, 2025 (the “Effective Date”), by and between **THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT**, a public body corporate and political subdivision organized pursuant to Chapter 76 of the Kentucky Revised Statutes, whose address is 700 West Liberty Street, Louisville, Kentucky 40203 (“Grantor”), and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT by and through the LOUISVILLE/JEFFERSON COUNTY ENVIRONMENTAL TRUST**, whose address is 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202 (“Grantee”). The in-care-of address to which the property tax bill for the current year may be sent 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202.

W I T N E S S E T H:

THAT for good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor has this day BARGAINED and SOLD and by these presents does hereby QUITCLAIM and ASSIGN unto Grantee, its successors and assigns forever, all of Grantor’s right, title and interest, if any, in and to that certain Deed of Scenic-Conservation Easement dated May 19, 1994, of record in Deed Book 6488, Page 604, in the Office of the Clerk of Jefferson County, Kentucky (the “Easement”), a true and correct copy of which is attached hereto and incorporated herein as Exhibit A.

TO HAVE AND TO HOLD all of Grantor’s right, title and interest in and to the Easement, together with all appurtenances thereunto belonging, unto Grantee, its successors and assigns forever, but without warranty of title.

For and in consideration of the above and foregoing Assignment, and other good and valuable consideration, pursuant to KRS 382.810, Grantee hereby accepts said Assignment and from and after the Effective Date agrees to be bound by the terms of the Easement as if it had been an original party thereto, subject to the terms of that certain Memorandum of Agreement between Grantor and the Louisville/Jefferson County Environmental Trust effective as of November 21, 2019. Grantee, by acceptance of this Assignment, hereby assumes and agrees to keep, observe, and perform all of the covenants, conditions, terms, provisions, obligations, and liabilities of Grantor accruing or arising in any way and at any time in connection with or under the Easement

to be kept, observed, and performed by the grantee thereunder from and after the Effective Date. Grantee represents, warrants, covenants, and agrees that it will fully and faithfully perform in strict accordance with the terms thereof each and every term, provision, covenant, and agreement of the Easement from and after the Effective Date.

Grantee expressly states, and Grantor acknowledges and agrees, that (1) no merger of the Easement acquired herein is intended with any fee simple real property or other similar estate owned or held by Grantee or that otherwise run in favor of Grantee or any of its predecessors, successors, assigns, agents, or instrumentalities; and (2) the Easement will always remain separate and distinct from such fee simple interests, notwithstanding any union of estates, unless a written agreement by the then current easement holder acknowledging the merger of title and releasing any such easement is properly executed and recorded in the Office of the Clerk of Jefferson County, Kentucky.

This conveyance is not subject to the assessment of transfer taxes pursuant to KRS 142.050 (7)(b).

IN WITNESS WHEREOF, Grantor and Grantee have hereunto executed this Assignment as of the date and year first above written.

[Signature Page Immediately Follows]

GRANTOR:

THE LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged, subscribed, and sworn to before me this ____
day of _____, 2025, by _____ as
_____ of The Louisville and Jefferson County Metropolitan Sewer
District to be his/her free act and voluntary deed on behalf of said entity.

My Commission Expires: _____

(SEAL)

Notary Public
Printed Name: _____
Notary ID No. _____

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT by and through the
LOUISVILLE/JEFFERSON COUNTY
ENVIRONMENTAL TRUST

Approved as to form and legality:

The foregoing instrument was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by _____, _____ of Louisville/Jefferson County Metro Government by and through the Louisville/Jefferson County Environmental Trust, to be the act and deed of said government and his/her act and deed as _____ thereof, duly authorized.

(SEAL)

Notary Public
Printed Name: _____
Notary ID No. _____

TITLE NOT CERTIFIED

No title examination requested and none undertaken.

THIS INSTRUMENT PREPARED BY:

Shawn M. Spalding, Esq.
STOLL KEENON OGDEN PLLC
400 West Market Street
Suite 2700
Louisville, Kentucky 40202
Telephone: (502) 333-6000

EXHIBIT A

Easement

4912-0559-0558.1

DEED OF SCENIC CONSERVATION EASEMENT

THIS DEED OF SCENIC-CONSERVATION EASEMENT made this 19th day of May, 1994, by and between DAY SPRING, INC., hereinafter referred to as the "Grantor", and THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT, hereinafter referred to as the "Grantee";

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located within 150 feet of the center line of the South Fork of Beargrass Creek in Jefferson County, Kentucky, and more specifically described on Exhibit A attached hereto and made a part hereof, hereinafter called the "Protected Property"; and

WHEREAS, the Grantor desires to grant a Scenic Conservation Easement across the Protected Property to the Grantee in accordance with the restrictions hereinafter described; and

WHEREAS, the Grantee is authorized to accept and hold this Scenic Conservation Easement pursuant to KRS 382.800 - .860 attached hereto and made a part hereof, and hereinafter referred to as the "Act"; and

WHEREAS, the Grantee is a municipal corporation and a political subdivision and empowered to hold an interest in real property pursuant to KRS Chapter 76; and

WHEREAS, the Grantee^{or} desires to grant and the Grantor^{or} desires to hold this Scenic Conservation Easement for the purpose of retaining, conserving, and protecting the natural, scenic, aesthetic, and special character of the region in which the Protected Property is located; and

WHEREAS, the Grantee and the Grantor share the common purpose by the conveyance of this Scenic Conservation Easement on, over, and across the Protected Property of

conserving and protecting the plant populations and preventing the use or development of the Protected Property in any manner which may conflict with the maintenance of the Protected Property in its scenic and open space condition in perpetuity; and

WHEREAS, the Protected Property is free of permanent buildings and has scenic value to the public as viewed from the South Fork of Beargrass Creek and adjacent properties; retention of the Protected Property as open space will add to the amenities of living in the adjoining or neighboring urbanized areas; it is in the public interest that the Protected Property retain trees and other natural growth; and the Protected Property is valuable to the public as a wildlife preserve or sanctuary;

NOW, THEREFORE, the Grantor for and in consideration of the facts above recited and incorporated herein and of the mutual covenants, terms, conditions, and restrictions herein contained does hereby give, grant, bargain, sell, and convey unto the Grantee, its assigns, heirs, and successors forever, a Scenic Conservation Easement in perpetuity on, over, and across the Protected Property as described in Exhibit A attached hereto and made a part hereof and Grantor, its assigns, heirs, and successors forever, hereby covenants and agrees with the Grantee, its assigns, heirs, and successors forever, that the Protected Property shall hereafter and in perpetuity be imposed with, and used in accordance with the following restrictions and limitations:

1. There shall be no construction of any improvements upon the Protected Property, other than those specifically authorized by paragraph 2.
2. The following improvements may be constructed upon the Protected Property:
 - A. recreational pathways and facilities, such as picnic tables, bicycle racks, trash receptacles, and rest rooms, and related structures;
 - B. any improvements necessary for flood control, drainage, sewers and for the control of soil erosion all of which shall be compatible with the scenic character of the Protected Property; and
 - C. any improvements made with the mutual consent of both the Grantor and the Grantee or any of their assigns, heirs, or successors.

3. Timber, trees, shrubs, herbaceous plants, and other natural growth within the Protected Property shall not be destroyed or removed from the Protected Property, unless:
 - A. approval for such removal is given by the Grantee or its assigns, heirs, or successors;
 - B. such removal is required for elimination of conditions that pose an imminent danger to persons property; or
 - C. such removal is necessary for elimination of diseased growth of non-native species.
4. Accumulation or dumping of trash, refuse, junk, ashes, or unsightly material shall not be permitted.
5. There shall be no extraction or removal of any mineral of any kind from the Protected Property without the approval of the Grantor or its assigns, heirs, or successors.
6. The Protected Property shall not be used for any business, industrial, or commercial activity and there shall be no subdivision of the Protected Property without the approval of the Grantor or its assigns, heirs, or successors.
7. There shall be no display of signs on the Protected Property except:
 - A. signs of reasonable size identifying the Protected Property as a Scenic Conservation Easement and identifying its owners and their addresses; and
 - B. such other signs as may reasonably be necessary to protect such property and limit its use in accordance with this instrument.
8. There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel or, rock, nor shall there be any building of roads or alteration of the topography of the Protected Property except as provided in paragraph 2.
9. In the event of transfer of ownership of the Protected Property, the Grantor agrees to:

- A. notify the Grantee of the proposed date of transfer along with the name and address of the new owner(s); and
- B. such notification shall be in writing and occur 15 (fifteen) days prior to the transfer of ownership.


10. All covenants, terms, conditions, restrictions, and purposes agreed to herein shall be binding upon the Grantor and the Grantee, as well as, their assigns, heirs, agents, personal representatives, and any and all other successors to them in interest and shall continue as a servitude running with the Protected Property unless both the Grantor and the Grantee or their assigns, heirs, agents, personal representatives, or any and all other successors to them in interest mutually consent to relinquish the Scenic Conservation Easement on the Protected Property.

11. Although the creation of this Scenic Conservation Easement will be a benefit to the public, nothing herein shall be construed to convey a right to the public, any person, or agency, of any access to or use of the Protected Property, provided, however:


- A. the owners of the Protected Property, their assigns, heirs, agents, personal representatives, or any and all other successors to them in interest, shall retain the right of access to and the right to use the Protected Property for all purposes not inconsistent with this grant;
- B. the Grantee, its assigns, heirs, agents, personal representatives, or any and all other successors to them in interest, may enter the Protected Property at such reasonable times and places as may be necessary for the purpose of:
 - i. maintaining the Protected Property in accordance with this instrument; and
 - ii. inspecting the Protected Property at least once a year for compliance with the terms of the Scenic Conservation Easement granted herein; and
- C. if both the Grantee and Grantor or their assigns, heirs, or successors to them in interest mutually consent to allow the public access and use of the Protected Property.

IN WITNESS WHEREOF, the Grantor and Grantee, by their duly elected officers, have executed this Deed of Scenic Conservation Easement the date above first written.

DAY SPRING, INC
GRANTOR

By: 
John H. Ford
Chairman

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT
GRANTEE

By: 
Gordon R. Garner
Executive Director

STATE OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by John H. Ford as Chairman of New Day Corporation, being the within named GRANTOR, who being by me first duly sworn, declared that he signed the foregoing instrument as his true and proper act and deed.

Witness my hand this 19th day of May, 1994.

My Commission expires: April 11, 1998

John H. Ruby
NOTARY PUBLIC

STATE OF KENTUCKY)
)SS
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Gordon R. Garner as Executive Director of the Louisville and Jefferson County Metropolitan Sewer District, being the within named GRANTEE, who being by me first duly sworn, declared that he signed the foregoing instrument as his true and proper act and deed.

Witness my hand this 19th day of May, 1994.

My Commission expires: April 11, 1998

John H. Ruby
NOTARY PUBLIC

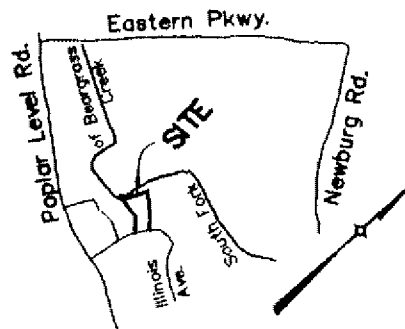
This Instrument Prepared By:

John H. Ruby

John H. Ruby
Attorney
400 South Sixth Street
Louisville, Kentucky 40202
(502) 540-6000

Exhibit A

LIBER 06488 0610



LOCATION MAP
(NO SCALE)

EX. 100' DRAIN. ESM'T
TO COMM. OF SEWERAGE
PER D.B. 1489 PG. 55

R=174.31'
N 64°42'06" E
212.15'

N 27°13'00" E
557.24'

R=395.05'
N 40°20'15" E
153.50'

S 77°48'49" E
718.87'

PROPOSED
SCENIC
CONSERVATION
EASEMENT
WIDTH VARIES

Property of:
Day Spring, Inc.
D.B. 6236, P. 49

N 49°14'58" W
609.19'

Audubon Ridge Subdivision
P.B. 39 PG. 54

Home For The Aged Of The
Little Sisters Of The Poor
D.B. 5715, P. 296

N 40°35'10" W
485.42'

N 40°35'10" W
380.42'

N 40°35'10" W
381.00'

N 40°35'10" W
212.40'

N 40°35'10" W
160.00'

N 40°35'10" W
24.79'

N 40°35'10" W
137.39'

N 40°35'10" W
109.15'

N 40°35'10" W
137.39'

N 40°35'10" W
109.15'

N 40°35'10" W
137.39'

N 40°35'10" W
109.15'

N 49°42'50" E
50.00'

N 49°42'50" E
65.59'

N 49°42'50" E
42.15'

N 37°49'03" E
42.15'

N 37°49'03" E
42.15'

N 37°49'03" E
42.15'

N 37°49'03" E
42.15'

N 37°49'03" E
42.15'

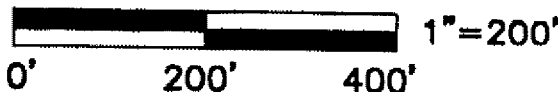
ILLINOIS AVENUE 60' R/W

PERMANENT EASEMENT = 71,497.71 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT = N/A

All lot dimensions are per deed of record.

The reference meridian used on this plat to determine the
directions of survey lines was based on the deed bearing
of the SOUTH line of the tract, which is on Tax Map 86C
Lot 10.

GRAPHIC SCALE

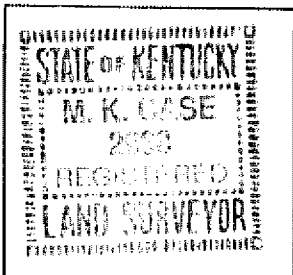


Being a part of the same property conveyed to the
Grantor by deed dated OCTOBER 13, 1992,
recorded in Deed Book 6236, Page 49, in
the office of the Clerk of the Jefferson County Court.

H. E. RUDY CONSULTING ENGINEERS
STONESTREET & FORD - SURVEYORS
300 WEST MAIN STREET
LOUISVILLE, KY. 40202

SANITARY SEWER & DRAINAGE EASEMENT

Property of
DAY SPRING INC.
3435 ILLINOIS AVENUE
LOUISVILLE, KENTUCKY



I hereby certify that this plat was
made under my supervision and is
correct to the best of my knowledge
and belief. Distances as shown on this
plat have not been adjusted for closure.
This easement Plat meets or exceeds
the minimum standards of governing
authorities.

Surveyor

Book No. 00232

Record No.

Date

ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SCENIC-CONSERVATION EASEMENT (“Assignment”), made and entered into effective the ____ day of March, 2025 (the “Effective Date”), between **THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT**, a public body corporate and political subdivision organized pursuant to Chapter 76 of the Kentucky Revised Statutes, whose address is 700 West Liberty Street, Louisville, Kentucky 40203 (“Grantor”), and **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT by and through the LOUISVILLE/JEFFERSON COUNTY ENVIRONMENTAL TRUST**, whose address is 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202 (“Grantee”), and is joined by **HOME FOR THE AGED OF THE LITTLE SISTERS OF THE POOR, INC.**, a Kentucky non-profit corporation (“Owner”), whose address is 15 Audubon Plaza Drive, Louisville, Kentucky 40217, solely for purposes set forth in the final paragraph of this Assignment. The Grantee’s in-care-of address to which the property tax bill (to the extent applicable) for the current year may be sent is 444 S. Fifth Street, Suite 600, Louisville, Kentucky 40202.

W I T N E S S E T H:

THAT for good and valuable consideration, the receipt of which is hereby acknowledged by Grantor, Grantor has this day BARGAINED and SOLD and by these presents does hereby QUITCLAIM and ASSIGN unto Grantee, its successors and assigns forever, all of Grantor’s right, title and interest, if any, in and to that certain Deed of Scenic-Conservation Easement dated April 17, 1995, of record in Deed Book 6582, Page 978, in the Office of the Clerk of Jefferson County, Kentucky (the “Easement”), a true and correct copy of which is attached hereto and incorporated herein as Exhibit A.

TO HAVE AND TO HOLD all of Grantor’s right, title and interest in and to the Easement, together with all appurtenances thereunto belonging, unto Grantee, its successors and assigns forever, but without warranty of title.

For and in consideration of the above and foregoing Assignment, and other good and valuable consideration, pursuant to KRS 382.810, Grantee hereby accepts said Assignment and from and after the Effective Date agrees to be bound by the terms of the Easement as if it had been an original party thereto, subject to the terms of that certain Memorandum of Agreement between

Grantor and Louisville/Jefferson County Environmental Trust effective as of November 21, 2019. Grantee, by acceptance of this Assignment, hereby assumes and agrees to keep, observe, and perform all of the covenants, conditions, terms, provisions, obligations, and liabilities of Grantor accruing or arising in any way and at any time in connection with or under the Easement to be kept, observed, and performed by the grantee thereunder from and after the Effective Date. Grantee represents, warrants, covenants, and agrees that it will fully and faithfully perform in strict accordance with the terms thereof each and every term, provision, covenant, and agreement of the Easement from and after the Effective Date.

Grantee expressly states, and Grantor acknowledges and agrees, that (1) no merger of the Easement acquired herein is intended with any fee simple real property or other similar estate owned or held by Grantee or that otherwise run in favor of Grantee or any of its predecessors, successors, assigns, agents, or instrumentalities; and (2) the Easement will always remain separate and distinct from such fee simple interests, notwithstanding any union of estates, unless a written agreement by the then current easement holder acknowledging the merger of title and releasing any such easement is properly executed and recorded in the Office of the Clerk of Jefferson County, Kentucky.

This conveyance is not subject to the assessment of transfer taxes pursuant to KRS 142.050 (7)(b).

Grantor, Grantee, and Owner acknowledge and agree that the Easement misidentified Owner's correct legal name as "St. Joseph Home for the Aged" and should have identified Owner as the original grantor of the Easement. To correct the foregoing, Owner hereby (i) ratifies and reaffirms the Easement and (ii) requests that, with respect to the party name indexed for the Easement, Owner's name be corrected in the indexing records of the Office of the Clerk of Jefferson County, Kentucky.

[Signature Page Immediately Follows]

Signature Page to Assignment and Assumption of Scenic-Conservation Easement

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT by and through the
LOUISVILLE/JEFFERSON COUNTY
ENVIRONMENTAL TRUST

Approved as to form and legality:

The foregoing instrument was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by _____, _____ of Louisville/Jefferson County Metro Government by and through the Louisville/Jefferson County Environmental Trust, to be the act and deed of said government and his/her act and deed as _____ thereof, duly authorized.

(SEAL)

Notary Public
Printed Name: _____
Notary ID No. _____

JOINED by Owner for purposes stated in this Assignment.

OWNER:

HOME FOR THE AGED OF THE LITTLE
SISTERS OF THE POOR, INC.

By: _____

Name: Sister Mary Richard Morris

Title: President

STATE OF KENTUCKY

)

)SS

COUNTY OF JEFFERSON

)

The foregoing instrument was acknowledged, subscribed, and sworn to before me this ____ day of _____, 2025, by Sister Mary Richard Morris as President of Home for the Aged of the Little Sisters of the Poor, Inc., to be the free act and voluntary deed of said corporation.

My Commission Expires: _____

(SEAL)

Notary Public

Printed Name: _____

Notary ID No. _____

THIS INSTRUMENT PREPARED BY:

Shawn M. Spalding, Esq.
STOLL KEENON OGDEN PLLC
400 West Market Street
Suite 2700
Louisville, Kentucky 40202
Telephone: (502) 333-6000

EXHIBIT A

Easement

DEED OF SCENIC-CONSERVATION EASEMENT

THIS DEED OF SCENIC-CONSERVATION EASEMENT made this

17th day of April, 1995, by and between **ST.**

JOSEPH HOME FOR THE AGED, a Kentucky corporation, whose address is 15

Audubon Plaza Drive, Louisville, Kentucky 40217, hereinafter referred to as the

"Grantor", and **THE LOUISVILLE AND JEFFERSON COUNTY**

METROPOLITAN SEWER DISTRICT, a public body corporate and political

subdivision organized pursuant to Chapter 76 of the Kentucky Revised Statutes, whose

address is 400 South Sixth Street, Louisville, Kentucky 40202, hereinafter referred to as

the "Grantee";

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located within 150 feet of the center line of the South Fork of Beargrass Creek in Jefferson County, Kentucky, and more specifically described on Exhibit A attached hereto and made a part hereof, hereinafter called the "Protected Property"; and

WHEREAS, the Grantor desires to grant a Scenic Conservation Easement across the Protected Property to the Grantee in accordance with the restrictions hereinafter described; and

WHEREAS, the Grantee is authorized to accept and hold this Scenic Conservation Easement pursuant to Chapter 382.800 - .860 of the Kentucky Revised Statutes; and

WHEREAS, the Grantee is a municipal corporation and a political subdivision and empowered to hold an interest in real property pursuant to Chapter 76 of the Kentucky

Revised Statutes; and

WHEREAS, the Grantor desires to grant and the Grantee desires to hold this Scenic Conservation Easement as a greenway for the purpose of retaining, conserving, and protecting the natural, scenic, aesthetic, and special character of the region in which the Protected Property is located; and

WHEREAS, the Grantee and the Grantor share the common purpose by the conveyance of this Scenic Conservation Easement on, over, and across the Protected Property of conserving and protecting the plant populations and preventing the use or development of the Protected Property in any manner which may conflict with the maintenance of the Protected Property in its scenic and open space condition; and

WHEREAS, the Protected Property is free of permanent buildings and has scenic value to the public; retention of the Protected Property as a greenway will add to the amenities of living in the adjoining or neighboring urbanized areas; it is in the public interest that the Protected Property retain trees and other natural growth; and the Protected Property is valuable to the public as a wildlife preserve or sanctuary;

NOW, THEREFORE, the Grantor for and in consideration of the facts above recited and incorporated herein and of the mutual covenants, terms, conditions, and restrictions herein contained does hereby give, grant, bargain, sell, and convey unto the Grantee, its assigns, heirs, and successors forever a Scenic Conservation Easement in perpetuity on, over, and across the Protected Property as described in Exhibit A attached hereto and made a part hereof and Grantor, its assigns, heirs, and successors, forever, hereby covenants and agrees with the Grantee, its assigns, heirs, and successors, forever, that the Protected Property shall hereafter and in perpetuity be imposed with, and used in

accordance with the following restrictions and limitations:

1.) There shall be no construction of any improvements upon the Protected Property, other than those specifically authorized by paragraph 2.

2.) The following improvements may be constructed upon the Protected Property:

A.) any improvements made by Grantee necessary for flood control, drainage, sewers and for the control of soil erosion together with all necessary appurtenances related thereto, all of which shall be compatible with the scenic character of the Protected Property; and

B.) any improvements made with the mutual consent of both the Grantor and the Grantee or any of their assigns, heirs, or successors.

3.) Timber, trees, shrubs, herbaceous plants, and other natural growth within the Protected Property shall not be destroyed or removed from the Protected Property, unless:

A.) approval for such removal is given by the Grantee or its assigns, heirs, or successors;

B.) such removal is required for elimination of conditions that pose an imminent danger to persons or property; or

C.) such removal is necessary for elimination of diseased growth or non-native species.

4.) Accumulation or dumping of trash, refuse, junk, ashes, or unsightly material shall not be permitted on the Protected Property.

5.) There shall be no extraction or removal of any mineral of any kind from the Protected Property without the mutual consent of both the Grantor and the Grantee or

their assigns, heirs, or successors.

6.) The Protected Property shall not be used for any business, industrial, or commercial activity and there shall be no subdivision of the Protected Property without the mutual consent of both the Grantor and the Grantee or their assigns, heirs, or successors.

7.) There shall be no display of signs on the Protected Property except:

A.) signs of reasonable size identifying the Protected Property as a Scenic Conservation Easement and identifying its owners and their addresses; and

B.) such other signs as may reasonably be necessary to protect such property and limit its use in accordance with this instrument.

8.) There shall be no filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel or, rock, nor shall there be any building of roads or alteration of the topography of the Protected Property except as provided in paragraph 2.

9.) In the event of transfer of ownership of the Protected Property, the Grantor agrees to:

A.) notify the Grantee of the proposed date of transfer along with the name and address of the new owner(s); and

B.) such notification shall be in writing and occur 15 (fifteen) days prior to the transfer of ownership.

10.) All covenants, terms, conditions, restrictions, and purposes agreed to herein shall be binding upon the Grantor and the Grantee, as well as, their assigns, heirs, agents, personal representatives, and any and all other successors to them in interest.

11.) Although the creation of this Scenic Conservation Easement will be a benefit to the public, nothing herein shall be construed to convey a right to the public, any person, or

agency, of any access to or use of the Protected Property, provided, however:

A.) the owners of the Protected Property, their assigns, heirs, agents, personal representatives, or any other successors to them in interest, shall retain the right to access to and the right to use the Protected Property for all purposes not inconsistent with this grant;

B.) the Grantee, its assigns, heirs, agents, personal representatives, or any and all other successors to them in interest, may enter the Protected Property at such reasonable times and places as may be necessary for the purpose of:

i.) maintaining the Protected Property in accordance with this instrument; and

ii.) inspecting the Protected Property at least once a year for compliance with the terms of the Scenic Conservation Easement granted herein; and

C.) if both the Grantee and Grantor or their assigns, heirs, or successors to them in interest mutually consent to allow the public access and use of the Protected Property.

IN WITNESS WHEREOF, the Grantor and Grantee, by their duly elected officers, have executed this Deed of Scenic Conservation Easement the date above first written.

**ST. JOSEPH HOME
FOR THE AGED
GRANTOR:**

**LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT
GRANTEE:**

BY: Mother Catherine Cavanaugh^{lsp}
Mother Catherine Cavanaugh L.S.P.
Administrator

BY: Gordon R. Garner
Gordon R. Garner
Executive Director

COMMONWEALTH OF KENTUCKY)
) ss:
 COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Mother Catherine Cavanaugh as Administrator of St. Joseph Home for the Aged, being the within named GRANTOR, who being by me first duly sworn, declared that she signed the foregoing instrument as her true and proper act and deed.

Witness my hand this 17th day of April, 1995.

My Commission expires: 28 December 1996.

Roberta J. Wilson
 NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) ss:
 COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Gordon R. Garner as Executive Director of the Louisville and Jefferson County Metropolitan Sewer District, being the within named GRANTEE, who being by me first duly sworn, declared that he signed the foregoing instrument as his true and proper act and deed.

Witness my hand this 21 day of April, 1995.

My Commission expires: 2-24-97.

Pat L Kirk
 NOTARY PUBLIC

This Instrument Prepared By:

John H. Ruby
 John H. Ruby
 Attorney
 400 South Sixth Street
 Louisville, Kentucky 40202
 (502) 540-6622

47024
 Document No: 1995047024
 Lodged By: METROPOLITAN SEWER DISTRI
 Recorded On: Apr 26, 1995 11:10:20 A.M.
 Total Fees: \$17.00
 Transfer Tax: \$.00
 County Clerk: Rebecca Jackson
 Deputy Clerk: TERI

Humana Inc.
Now Galene Inc.
D.B. 4978 P. 964

AUDUBON PLAZA DR.
70' R/W

N 14°16'32" E
719.22'

64.26'
S 83°05'08" E

PROPOSED
SCENIC
CONSERVATION
EASEMENT
WIDTH VARIES

Property of:
Home for the aged of the
Little sisters of the poor
D.B.5715, P.296

LOCATION MAP
(NO SCALE)

EX. SOUTH EDGE OF 100'
DRAIN ESM'T TO COMM. OF
SEWERAGE PER
D.B. 1489 PG. 55

S 77°09'47" E
718.87'

Day Spring, Inc.
D.B.6236, P.49

ILLINOIS AVENUE 60' R/W

133.88'

203.63'
R=395.05'
N 69°43'09" E
246.50'

DETAIL
(NO SCALE)

PROPOSED SCENIC
CONSERVATION EASEMENT
WIDTH VARIES

PERMANENT EASEMENT = 16,884.72 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT = N/A

All lot dimensions are per deed of record.

The reference meridian used on this plat to determine the directions of survey lines was based on the deed bearing of the SOUTH line of the tract, which is on Tax Map 86-C Lot 29.



I hereby certify that this plat was made under my supervision and is correct to the best of my knowledge and belief. Distances as shown on this plat have not been adjusted for closure. This easement Plat meets or exceeds the minimum standards of governing authorities.

Surveyor

END OF DOCUMENT

GRAPHIC SCALE



1"=200'

Being a part of the same property conveyed to the Grantor by deed dated SEPTEMBER 29, 1987, recorded in Deed Book 5715, Page 296, in the office of the Clerk of the Jefferson County Court.

H. E. RUDY CONSULTING ENGINEERS
STONESTREET & FORD - SURVEYORS
300 WEST MAIN STREET
LOUISVILLE, KY. 40202

SANITARY SEWER & DRAINAGE EASEMENT

Property of
LITTLE SISTERS OF THE POOR
15 AUDUBON PLAZA DRIVE
LOUISVILLE, KENTUCKY 40202

Parcel No. 00298

Record No. M0001

Date