

RESOLUTION NO. 029 ,SERIES 2025

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF LOUISVILLE/JEFFERSON COUNTY LOUISVILLE METRO GOVERNMENT TO ACCEPT THE ASSIGNMENT OF FOUR SCENIC-CONSERVATION EASEMENTS FROM THE LOUISVILLE/JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT ALONG THE SOUTH FORK OF BEARGRASS CREEK IN JEFFERSON COUNTY, KENTUCKY.

**SPONSORED BY: COUNCIL MEMBER JOSIE RAYMOND**

**WHEREAS**, Louisville/Jefferson County Metropolitan Sewer District (“MSD”) is the holder of four Scenic-Conservation Easements along the banks of the South Fork of Beargrass Creek in Jefferson County, Kentucky (the “Conservation Easements”); and

**WHEREAS**, MSD proposed to assign the Conservation Easements to Louisville/Jefferson County Louisville Metro Government (“Louisville Metro”); and

**WHEREAS**, the Louisville/Jefferson County Environmental Trust (the “Environmental Trust”) is the Louisville Metro entity charged with managing conservation easements held by Louisville Metro pursuant to LMCO chapter 158; and

**WHEREAS**, MSD and the Environmental Trust agreed that MSD would assign the Conservation Easements to Louisville Metro pursuant to a Memorandum of Agreement executed in November 2019, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the assignment of the Conservation Easements to Louisville Metro shall assure the continued protection of outstanding natural resources and conservation values in the Beargrass Creek watershed, including a large variety of wildlife, and will yield significant public benefits; and

**WHEREAS**, the assignment of the Conservation Easements to Louisville Metro will serve the clearly delineated governmental policies of Kentucky Revised Statutes 382.800 *et seq.* to retain or protect "natural, scenic or open space values of real property,

assuring its availability for agricultural, forest, recreational or open space use" and for "protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, archaeological, or cultural aspects of real property"; and

**WHEREAS**, pursuant to KRS 382.800 et seq., Louisville Metro is authorized to accept conservation easements to retain and protect natural, scenic and open space values of real property assuring its availability for agricultural, forest or open space use, protecting natural resources, and preserving agricultural and other cultural aspects of real property in Kentucky, and Louisville Metro is qualified to accept such easements under Section 170(h) of the Internal Revenue Code; and

**WHEREAS**, the Metro Council desires the Mayor on behalf of Louisville Metro to accept the assignment of the Conservation Easements attached as Exhibit B on behalf of Louisville Metro;

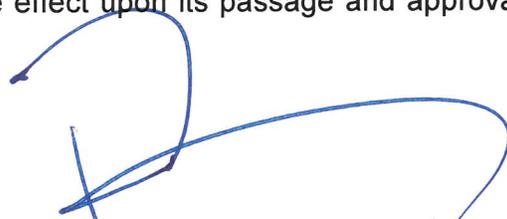
**NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY LOUISVILLE METRO AS FOLLOWS:**

**SECTION I:** Louisville Metro is hereby authorized to accept the assignment of four Scenic-Conservation Easements along the banks of the South Fork of Beargrass Creek in Jefferson County, Kentucky.

**SECTION II:** This Resolution shall take effect upon its passage and approval or otherwise becoming law.

  
\_\_\_\_\_  
Sonya Harward  
Metro Council Clerk

  
\_\_\_\_\_  
Craig Greenberg  
Mayor

  
\_\_\_\_\_  
Brent Ackerson  
President of the Council

05-27-2025  
\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

By: *Kathryn Goodwin*

R-040-25 Conservation Easement Assignments Beargrass Creek.docx (APS)



EXHIBIT A

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT  
AND  
LOUISVILLE/JEFFERSON COUNTY  
ENVIRONMENTAL TRUST

WITNESSETH:

THIS MEMORANDUM OF AGREEMENT, ("MOA") is made and entered into by and between the Louisville and Jefferson County Metropolitan Sewer District (hereinafter referred to as "MSD") and the Louisville/Jefferson County Environmental Trust (hereinafter referred to as "the Trust");

WHEREAS, MSD is a public body corporate and political subdivision organized pursuant to KRS Chapter 76;

WHEREAS, the Trust is qualified to hold conservation easements pursuant to KRS 382.800.

WHEREAS, MSD holds four scenic conservation easements in the South Fork of Beargrass Creek in Jefferson County, Kentucky. The parties agree that it is their mutual interests and benefits to enter into this Memorandum of Agreement to effectuate the transfer of the conservation easements from MSD to the Trust.

NOW THEREFORE, in consideration of these promises and mutual covenants contained herein, MSD and the Trust agree as follows:

1. The four scenic conservation easements were granted to MSD as provided in the attached Deeds of Scenic-Conservation Easement (Exhibit 1-4).
2. MSD will provide for a survey of each site in Exhibit 1-4.
3. MSD will provide for a title exam for each site in Exhibit 1-4.
4. MSD will send each property owner a Hazardous Waste Assessment Questionnaire and provide the completed Questionnaire to the Trust (Exhibit 5) if/when they are returned to MSD.
5. Upon acceptance of the survey, title exam and Questionnaire by the Trust, MSD and the Trust will work towards an Assignment and Assumption of Scenic-Conservation Easements.
6. Upon assignment and assumption of the easements, MSD will provide a one-time payment of \$5,000 for each easement assigned and assumed.
7. This MOA shall become effective on the last date on which the MOA is signed by the duly authorized representatives of MSD and the Trust.
8. This MOA contains the entire agreement and understanding of the Parties with respect to the subject matter herein, and may only be amended or modified in writing signed by the Parties hereto.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto.

LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT LOUISVILLE

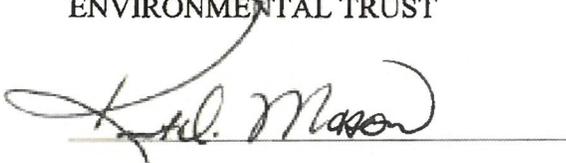


James A. Parrott, Executive Director

11-21-19

Date

LOUISVILLE/JEFFERSON COUNTY  
ENVIRONMENTAL TRUST



NAME

Title

11-15-2019

Approved as to Form and Legality:

  
Paula M. Purfoy, General Counsel

**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 52963445)*

GRANTEE:

*Gen 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 12, 1999

  
NOTARY PUBLIC, State at Large, KY

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

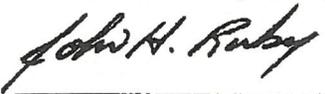
I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Gordon R. Garner as Executive Director of the Louisville and Jefferson County Metropolitan Sewer District, being the within named GRANTEE, 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

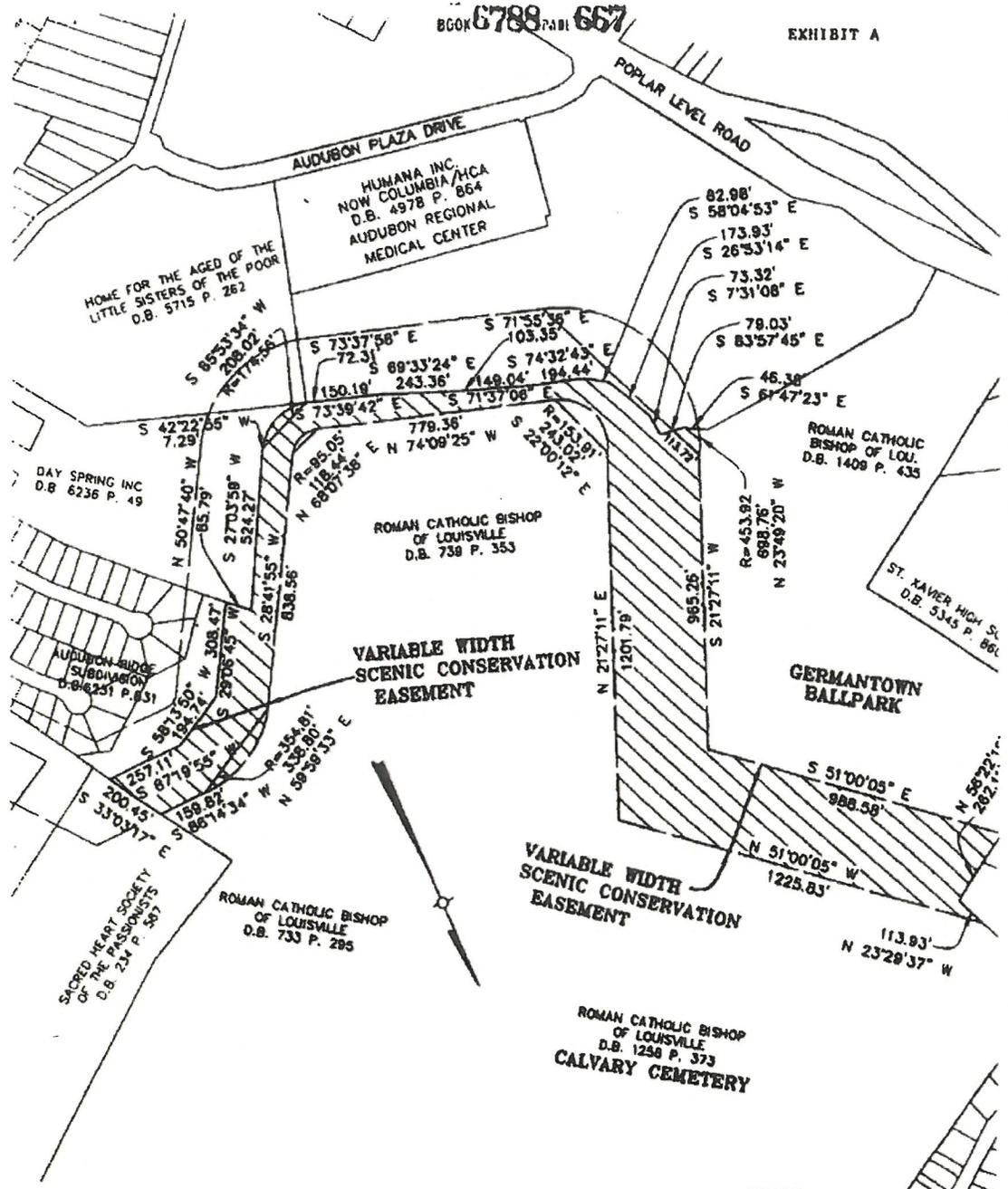
This Instrument Prepared By:



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



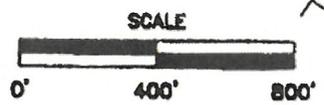
PERMANENT EASEMENT = 88,3403.33 Sq.Ft.  
 TEMPORARY CONSTRUCTION EASEMENT = NONE

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.



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.



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 8-13-29 in D.B.1 P.438 & 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. 40275

*(Signature)*  
 \_\_\_\_\_  
 Surveyor  
**END OF DOCUMENT**  
 Parcel No. \_\_\_\_\_ Record No. \_\_\_\_\_  
 Date \_\_\_\_\_

*DEED OF SCENIC-CONSERVATION EASEMENT*

THIS DEED OF SCENIC-CONSERVATION EASEMENT made this  
14<sup>th</sup> 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

800X06629 0730

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:**

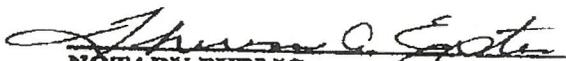
  
Golden R. Garner, Executive Director  
Louisville and Jefferson County  
Metropolitan Sewer District

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 14<sup>th</sup> day of August, 1995.

My Commission expires: 4-12-98

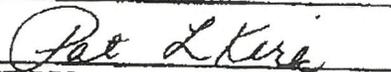
  
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY )  
 ) ss:  
COUNTY OF JEFFERSON )

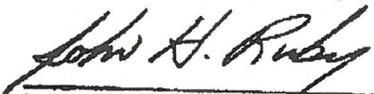
I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Gordon R. Garner as Executive Director of the Louisville and Jefferson County Metropolitan Sewer District, being the within named GRANTEE, 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

  
NOTARY PUBLIC

This Instrument Prepared By:



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 Northeastly 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 DISTRICT  
Recorded On: Aug 24, 1995 11:58:01 A.M.  
Total Fees: \$22.00 *19.00*  
Transfer Tax: 6.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: TERI

END OF DOCUMENT

*TERI*

LIBER 06488 0604

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 desires to grant and the Grantor 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

**LIBER 06488 0605**

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 wild-life 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:

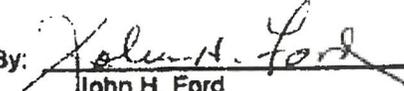
- A. the owners of the Protected Property, their assigns, heirs, agents, personal representatives, or any and all other successors to them in interest, shall retain the right of access to and the right to use the Protected Property for all purposes not inconsistent with this grant;
- B. the Grantee,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

LIBER 06488 0608

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

LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT  
GRANTEE

By:   
John H. Ford  
Chairman

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

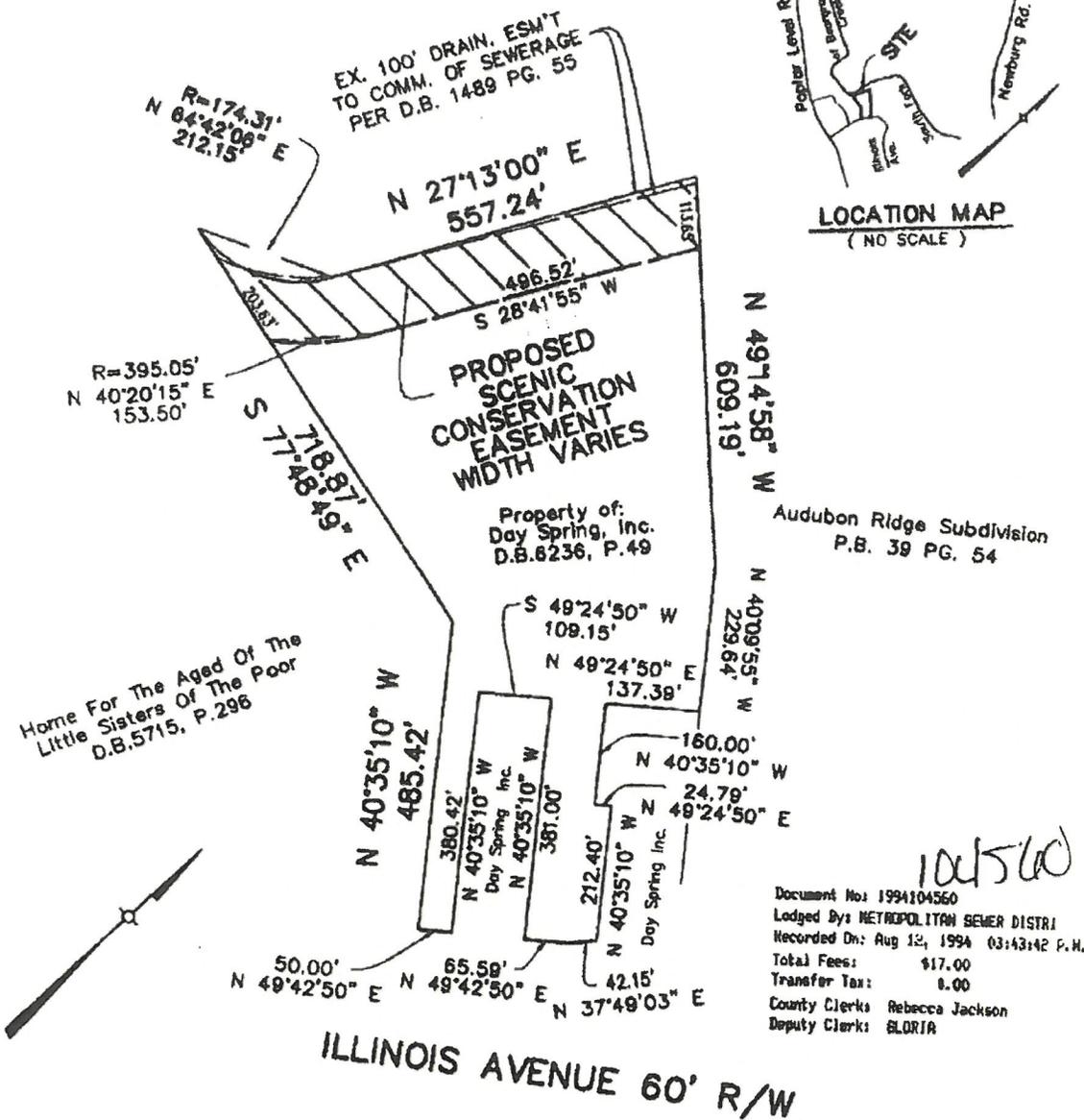
John H. Ruby  
Attorney  
400 South Sixth Street  
Louisville, Kentucky 40202  
(502) 540-6000

Exhibit A

18ER06488 0610



LOCATION MAP  
(NO SCALE)

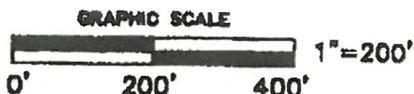


Document No: 1994104560  
 Lodged By: METROPOLITAN SEWER DISTRI  
 Recorded On: Aug 12, 1994 03:43:42 P.M.  
 Total Fees: \$17.00  
 Transfer Tax: 8.00  
 County Clerks: Rebecca Jackson  
 Deputy Clerk: GLORIA

100560

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 88C Lot 10.



Being a part of the same property conveyed to the Grantor by deed dated OCTOBER 13, 1992, recorded in Deed Book 8236, Page 48, in the office of the Clerk of the Jefferson County Court.



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.

**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

Surveyor: M. K. Case No. 100232 Record No.             
 Date:             
 REV 07 25 93 Sheet 7 of 7

BOOK 06582 0978

*DEED OF SCENIC-CONSERVATION EASEMENT*

THIS DEED OF SCENIC-CONSERVATION EASEMENT made this  
17<sup>th</sup> 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

BOOK 06582 0980

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

**BOOK 06582 0981**

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<sup>L.S.P.</sup>  
Mother Catherine Cavanaugh L.S.P.  
Administrator

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

BOOK 06582 0983

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 17<sup>th</sup> day of April, 1995.

My Commission expires: 28 December 1996

Rebecca 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 DISTRICT  
Recorded On: Apr 26, 1995 11:10:20 A.M.  
Total Fees: \$17.00  
Transfer Tax: \$0.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: TERI



**HAZARDOUS WASTE ASSESSMENT  
QUESTIONNAIRE  
FOR PROSPECTIVE CONSERVATION EASEMENT DONORS**

The Louisville/Jefferson County Environmental Trust, as an accredited land trust, is required to assess the likelihood that any property that it considers for a conservation easement has or formerly had hazardous materials that were improperly stored or managed on the property.

The Trust must conduct or obtain a preliminary environmental investigation, transaction screen or Phase I assessment to identify whether there are any conditions that pose environmental risks. If you, as the landowner, have ever conducted or know of such as study for the potential easement property, we ask that you share that with us for our files. If not, we ask that you complete this questionnaire to be best of your ability. Thank you!

- Instructions:
- 1) The owner of the property (or a knowledgeable representative) should complete this questionnaire.
  - 2) Other occupants or operators such as farm managers and tenants (other than residential occupants) should also complete the questionnaire.
  - 3) Any other occupants likely to handle chemicals, gasoline, or other hazardous substances, etc. should also complete the questionnaire.
  - 4) Trust staff will also complete the questionnaire as part of the site visit to inspect the property. We ask that you allow staff to view the interior of all structures (except residences) as part of the site visit.
  - 5) Please circle Yes or No for each question. If you are unsure, circle the ? mark. If you have any comments or information that would help us understand your response please add those in the boxes

Note: Please make a good faith effort to provide answers to these questions and try to ensure that any other occupants with the best knowledge of the property also complete the questionnaire.

Site Name: \_\_\_\_\_

Address: \_\_\_\_\_

Owner: \_\_\_\_\_ Date Questionnaire completed: \_\_\_\_\_

Occupant: \_\_\_\_\_ Date Questionnaire completed: \_\_\_\_\_

1				
Are you aware of any industrial use on the property, now or in the past?	<b>Owner</b>	Yes	No	?
_____	<b>Occup</b>	Yes	No	?
_____	<b>Occup</b>	Yes	No	?
_____	<b>Inspec</b>	Yes	No	?
2				
Are you aware of any gas station, motor repair shop, commercial printing facility, dry cleaner, photo lab, junkyard, landfill, or waste handling facility on the property now or in the past?	<b>Owner</b>	Yes	No	?
_____	<b>Occup</b>	Yes	No	?
_____	<b>Occup</b>	Yes	No	?
_____	<b>Inspec</b>	Yes	No	?

3	On adjoining properties, are you aware of any industrial use, now or in the past? (Note: Adjoining properties either share a common property line, or would share one if it weren't for an intervening street or thoroughfare.)	Occup Occup Inspec	Yes Yes Yes	No No No	? ? ?
4	Also on adjoining properties, are you aware of any gas station, motor repair shop, commercial printing facility, dry cleaner, photo lab, junkyard, landfill, or waste handling facility now, or in the past?	Occup Occup Inspec	Yes Yes Yes	No No No	? ? ?

5	Are you aware of any damaged or discarded automotive or industrial batteries; or pesticides, paints, or other chemicals totaling more than 50 gallons (or in containers bigger than 5 gallons) on the property, now or in the past?	Owner Occup Occup Inspec	Yes Yes Yes Yes	No No No No	? ? ? ?
6	Are you aware of any industrial drums or sacks of chemicals on the property, now or in the past?	Owner Occup Occup Inspec	Yes Yes Yes Yes	No No No No	? ? ? ?
7	Are you aware of any fill dirt brought onto the property from a contaminated or unknown source?	Owner Occup Occup Inspec	Yes Yes Yes Yes	No No No No	? ? ? ?
8	Are you aware of any pits, ponds, or lagoons associated with waste treatment or disposal on the property, now or in the past?	Owner Occup Occup Inspec	Yes Yes Yes Yes	No No No No	? ? ? ?
9	Are you aware of any stained soil on the property, now or in the past?	Owner Occup Occup Inspec	Yes Yes Yes Yes	No No No No	? ? ? ?
10	Are you aware of any storage tanks (underground or above) on the property, now or in the past?	Owner Occup Occup Inspec	Yes Yes Yes Yes	No No No No	? ? ? ?
11					

<p>Are you aware of any vent pipes, fill pipes, access ways, or other pipes coming out of the ground on the property or next to any structure on the property, now or in the past?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
12				
<p>Are you aware of any flooring, drains, or walls on the property that are stained (by something other than water) or that smell foul, now or in the past?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
13				
<p>If the property is not on a public water system, are you aware of any contaminants in the water that exceed government guidelines, now or in the past?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
14				
<p>Are you aware of any environmental liens or notices re: the property, now or in the past?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
15				
<p>Are you aware of the existence of any hazardous substances or petroleum products or environmental violations involving the property now or in the past?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
16				
<p>Are you aware of any environmental site assessment of the property that found hazardous substances or petroleum products or contamination on the property, or that recommended further investigation?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
17				
<p>Are you aware of any lawsuits or administrative proceedings concerning hazardous substances or petroleum products involving the property, now or in the past?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
18				
<p>Are you aware of any wastewater discharging on or adjacent to the property (other than stormwater into a sanitary sewer system), now or in the past?</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b> <b>Inspec</b></p>	<p>Yes Yes Yes Yes</p>	<p>No No No No</p>	<p>? ? ? ?</p>
19				
<p>Are you aware of any dumping, burning, or burning of hazardous substances, petroleum products, tires, batteries, or any other waste materials on the property?</p> <p>_____</p>	<p><b>Owner</b> <b>Occup</b> <b>Occup</b></p>	<p>Yes Yes Yes</p>	<p>No No No</p>	<p>? ? ?</p>

_____	<b>Inspe</b>	Yes	No	?
_____				
20				
Are you aware of any transformer, capacitor, or hydraulic equipment on the property that used oil containing PCBs, now or in the past?	<b>Owner</b>	Yes	No	?
_____	<b>Occup</b>	Yes	No	?
_____	<b>Occup</b>	Yes	No	?
	<b>Inspe</b>	Yes	No	?

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]





**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  
14<sup>th</sup> 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

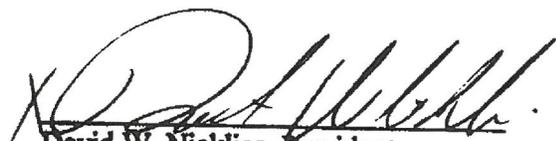
C.) if both the Grantor and Grantee or their assigns, heirs, or successors to them in interest mutually consent, to allow the public access and use of the Protected Property.

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 14<sup>th</sup> day of August, 1995.

My Commission expires: 4-12-98.

Shirley A. Easter  
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. Kern  
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]

