

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.

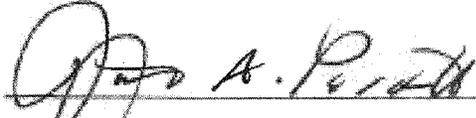
WHEREAS, MSD holds four scenic conservation easements in the South Fork of Beargrass Creek in Jefferson County, Kentucky. The parties agree that it is their mutual interests and benefits to enter into this Memorandum of Agreement to effectuate the transfer of the conservation easements from MSD to the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

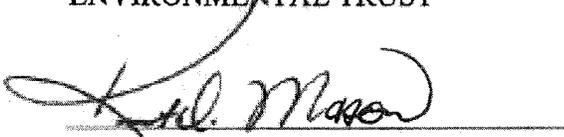
IN TESTIMONY WHEREOF, witness the signatures of the parties hereto.

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT LOUISVILLE

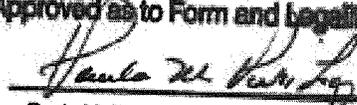

James A. Parrott, Executive Director

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
Attly-in-fact (PB52763 445)

GRANTEE:

Gordon R. Garner
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)

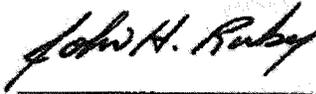
I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Gordon R. Garner as Executive Director of the Louisville and Jefferson County Metropolitan Sewer District, being the within named GRANTEE,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

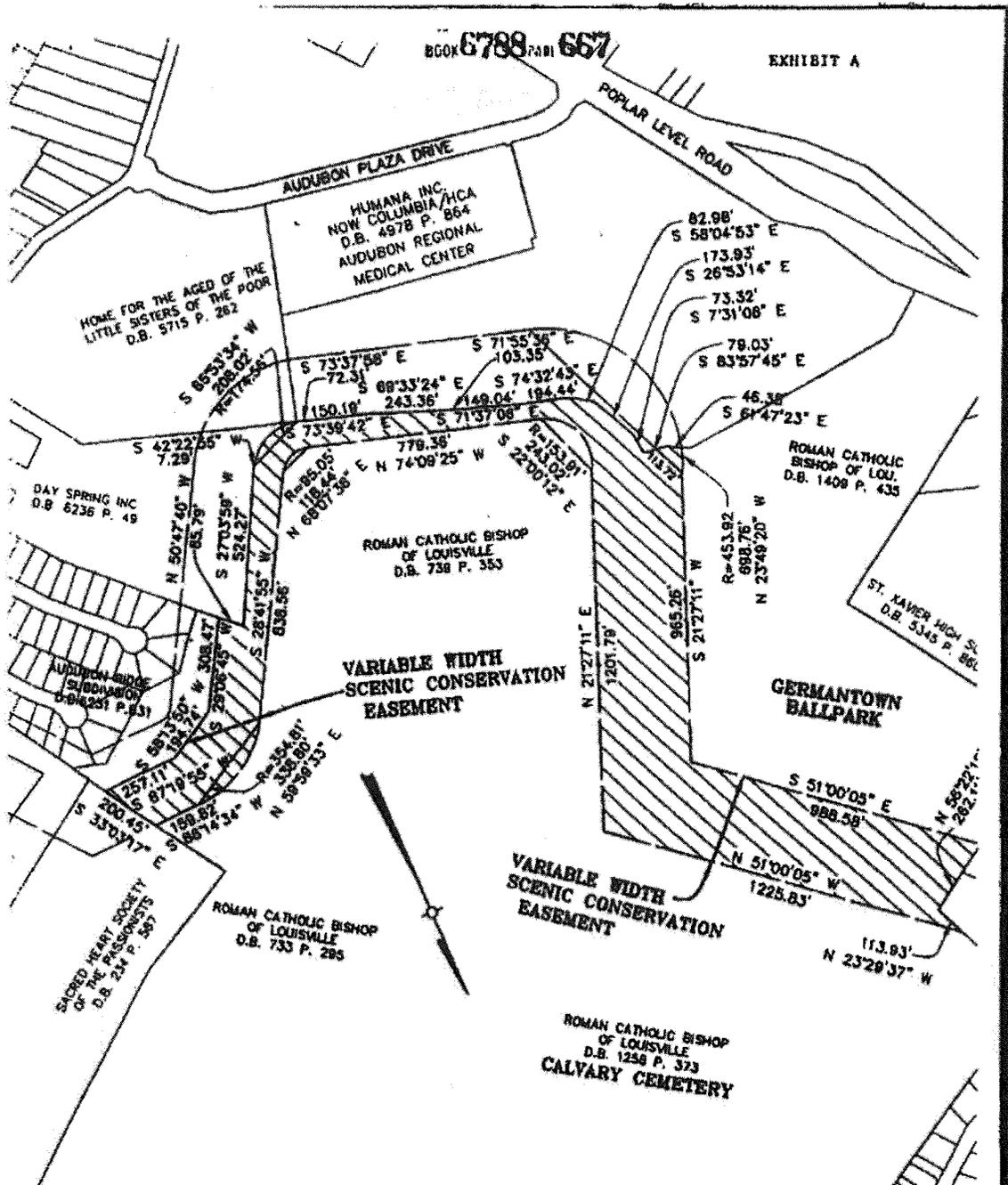


John H. Ruby
Attorney
700 West Liberty Street
Louisville, Kentucky 40203
(502) 540-6622

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

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

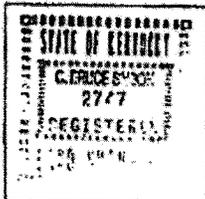
123782



PERMANENT EASEMENT = 88,3403.35 Sq.Ft.
 TEMPORARY CONSTRUCTION EASEMENT = NONE

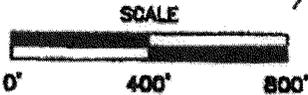
All lot dimensions are per deed of record.

The reference meridian used on this plot 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 plot was made under my supervision and is correct to the best of my knowledge and belief. Distances as shown on this plot have not been adjusted for closure. This easement Plat meets or exceeds the minimum standards of governing authorities.

C. Bruce Tyson
 Surveyor



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.363, 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. 40205

END OF DOCUMENT

Page No. _____ Record No. _____
 Date _____

BOOK 06629 0729

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:

GRANTEE:


David W. Nicklies, President
Audubon Ridge, Inc.


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

BOOK 06629 0736

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 SEMER DISTRI
Recorded On: Aug 24, 1995 11:58:01 A.M.
Total Fees: \$22.00 K.P.W.
Transfer Tax: \$1.00
County Clerk: Rebecca Jackson
Deputy Clerk: TERI

END OF DOCUMENT

[Handwritten signature]

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:

18ER06488 0607

- 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.

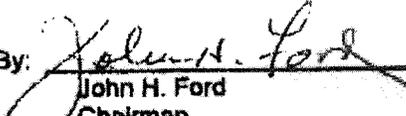
11. Although the creation of this Scenic Conservation Easement will be a benefit to the public, nothing herein shall be construed to convey a right to the public, any person, or agency, of any access to or use of the Protected Property, provided, however:

- 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.

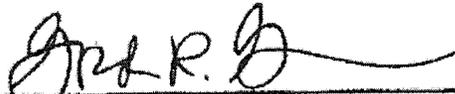
LIBER 06488 0608

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

By: 
John H. Ford
Chairman

LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT
GRANTEE

By: 
Gordon R. Garner
Executive Director

LIBER 06488 0609

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:

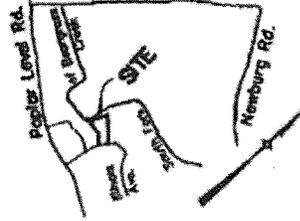
John H. Ruby

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

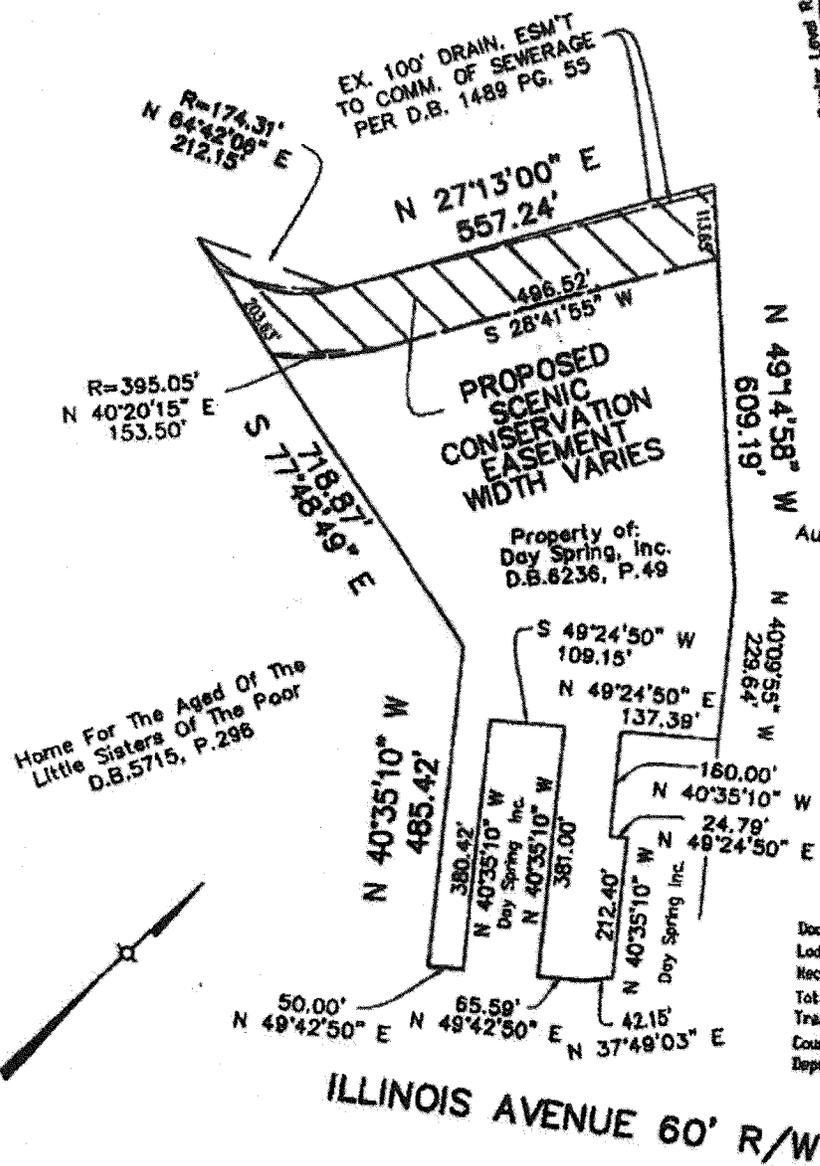
Exhibit A

LIBER 06488 0610

Eastern Pkwy.



LOCATION MAP
(NO SCALE)



Audubon Ridge Subdivision
P.B. 39 PG. 54

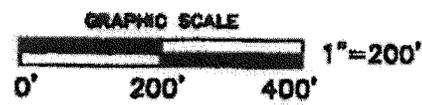
Document No: 1994104560
Lodged By: METROPOLITAN SEWER DISTRI
Recorded On: Aug 12, 1994 03:43:42 P.M.
Total Fees: \$17.00
Transfer Tax: \$0.00
County Clerks: Rebecca Jackson
Deputy Clerks: GLORIA

104560

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 88C Lot 10.



Being a part of the same property conveyed to the Grantor by deed dated OCTOBER 13, 1992, recorded in Deed Book 6236, Page 48, 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.

M. K. Case
Surveyor

Deed No. 000232 Record No.

Date

END

BOOK 06582 0978

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

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

BOOK 06582 0982

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*
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 17th 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: 2-24-99

Pat L Kirk
NOTARY PUBLIC

This Instrument Prepared By:

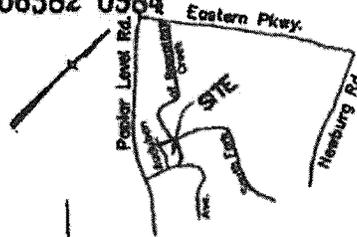
John H. Ruby

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

47024

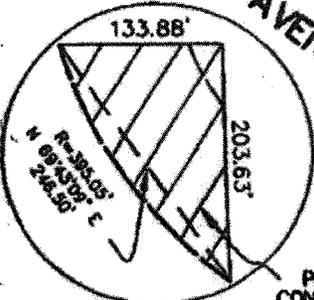
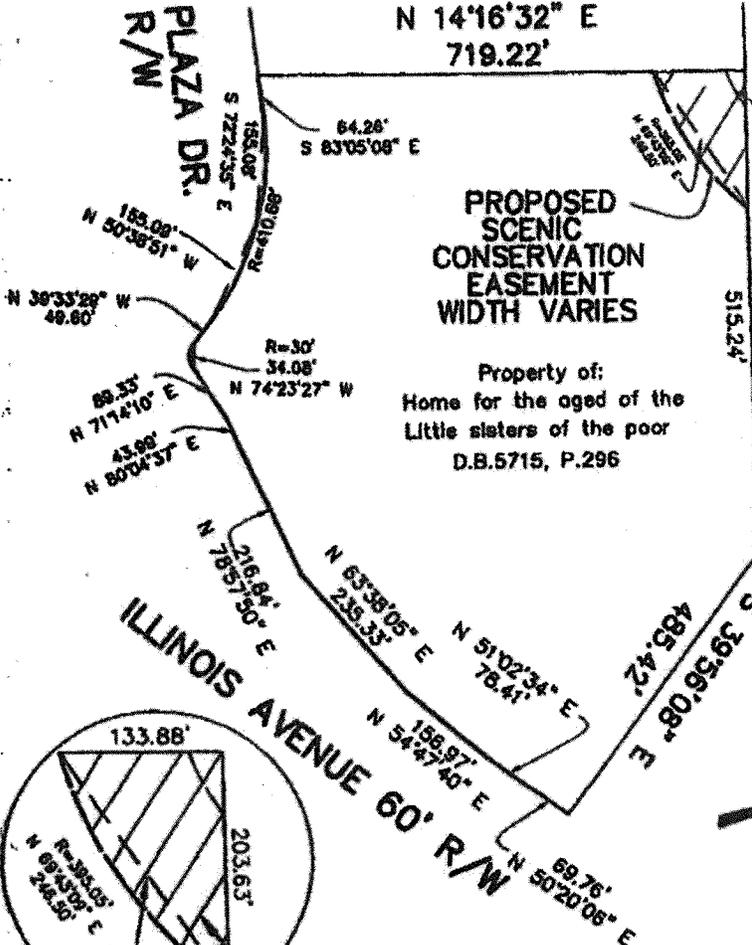
Document No: 1995047024
Lodged By: METROPOLITAN SEWER DISTRI
Recorded On: Apr 26, 1995 11:10:20 A.M.
Total Fees: \$17.00
Transfer Tax: \$.00
County Clerk: Rebecca Jackson
Deputy Clerk: TERI

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



LOCATION MAP
(NO SCALE)

AUDUBON PLAZA DR.
70' R/W



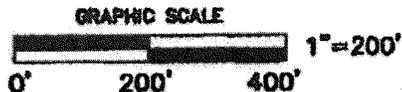
PERMANENT EASEMENT = 18,884.72 SQ. FT.
TEMPORARY CONSTRUCTION EASEMENT = N/A

All lot dimensions are per deed of record.

The reference meridian used on this plot 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 88-C Lot 26.



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



Being a part of the same property conveyed to the Grantor by deed dated SEPTEMBER 28, 1987, recorded in Deed Book 5715, Page 296, in the office of the Clerk of the Jefferson County Court.

H. E. BUDY 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

END OF DOCUMENT

**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? _____ _____ _____	Owner	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	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? _____ _____ _____	Owner	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	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	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	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	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	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	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	No	?
6				
Are you aware of any industrial drums or sacks of chemicals on the property, now or in the past?	Owner	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	No	?
7				
Are you aware of any fill dirt brought onto the property from a contaminated or unknown source?	Owner	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	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	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	No	?
9				
Are you aware of any stained soil on the property, now or in the past?	Owner	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	No	?
10				
Are you aware of any storage tanks (underground or above) on the property, now or in the past?	Owner	Yes	No	?
	Occup	Yes	No	?
	Occup	Yes	No	?
	Inspec	Yes	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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p> <p>Inspec</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</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>Owner</p> <p>Occup</p> <p>Occup</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>No</p> <p>No</p> <p>No</p>	<p>?</p> <p>?</p> <p>?</p>

_____	Inspec	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?	Owner	Yes	No	?
_____	Occup	Yes	No	?
_____	Occup	Yes	No	?
_____	Inspec	Yes	No	?

**AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN
LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT
AND
LOUISVILLE/JEFFERSON COUNTY ENVIRONMENTAL TRUST**

WITNESSETH: THIS AMENDMENT TO MEMORANDUM OF AGREEMENT ("Amendment") is made and entered into by and between Louisville and Jefferson County Metropolitan Sewer District ("MSD") and the Louisville/Jefferson County Environmental Trust ("the Trust") and amends the Memorandum of Agreement ("MOA") between the parties dated November 21, 2019;

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, under the MOA, MSD and the Trust agreed that the MSD would assign and the Trust would assume four Scenic-Conservation easements on property along the South Fork of Beargrass Creek;

WHEREAS, MSD holds a Preservation and Conservation easement on Stoll Hill Road in Eastern Jefferson County, Kentucky. The parties agree that it is in their mutual interests and benefits to enter into this Amendment to effectuate the transfer of the conservation easement from MSD to the Trust;

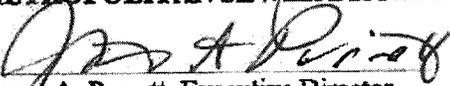
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, MSD and the Trust agree as follows:

1. MSD acquired a Preservation and Conservation Easement on Stoll Hill Road that MSD wishes to assign to the Trust;
2. A copy of the Stoll Hill Road Preservation and Conservation Easement is attached hereto for reference;
3. MSD has provided to the Trust a survey of the site that is subject to the Preservation and Conservation Easement ("Site");
4. MSD has provided to the Trust a title exam of the Site and will update the title exam 30 days prior to Louisville/Jefferson County Metro Council approval of the assignment and assumption;
5. MSD has provided to the Trust a Hazardous Waste Assessment Questionnaire that was completed by the Site owner;
6. Upon acceptance of the survey, title exam and Questionnaire by the Trust, MSD and the Trust will work towards an Assignment and Assumption of Preservation and Conservation Easement;

7. The parties acknowledge that acceptance of the assignment of all five conservation easements is subject to Louisville/Jefferson County Metro Council approval;
8. Upon assignment and assumption of the easement, MSD will provide a one-time payment of \$5,000 to the Trust for the Stoll Hill Road Preservation and Conservation Easement that is assigned and assumed; MSD agrees to pay the Trust \$5,000 per easement for a total of five easements that will be assigned and assumed pursuant to the MOA and this Amendment;
9. This Amendment shall become effective on the last date on which the MOA is signed by the duly authorized representatives of MSD and the Trust;
10. All other terms and conditions of the MOA not amended hereby remain in full force and effect; and
11. The MOA and this Amendment contains the entire agreement and understanding of the parties hereto with respect to the subject matter herein and may only be amended or modified in writing signed by the parties hereto.

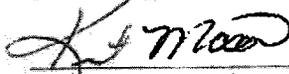
IN TESTIMONY WHEREOF, witness the signatures of the parties hereto.

**LOUISVILLE AND JEFFERSON COUNTY
METROPOLITAN SEWER DISTRICT**


James A. Parrott, Executive Director

3-10-25
Date

**LOUISVILLE/JEFFERSON COUNTY
ENVIRONMENTAL TRUST**


Kurt Mason, Chair

3-3-2025
Date

Approved as to Form and Legality:


Jacquelyn Quarles
General Counsel
Louisville and Jefferson County Metropolitan Sewer District

Approved as to Form and Legality:


Anne P. Scholtz
Assistant Jefferson County Attorney
Louisville/Jefferson County Environmental Trust