

AGRICULTURAL CONSERVATION EASEMENT

THIS AGRICULTURAL CONSERVATION EASEMENT (hereinafter "Instrument"), made this _____ day of _____, 200__, by and between _____, husband and wife, having an address of _____, (hereinafter "Grantor"), in favor of THE COMMONWEALTH OF KENTUCKY, for the use and benefit of the Department of Agriculture/Purchase of Agricultural Conservation Easement ("PACE") Corporation, a de jure municipal and political subdivision of the Commonwealth of Kentucky created by Kentucky Revised Statutes (hereinafter "KRS") 262.900 to 262.920, with its principal office and mailing address at 500 Mero Street, 7th Floor, Capital Plaza Tower, Frankfort, Kentucky 40601 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property with all improvements thereon in _____ County, Kentucky, more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter "the Property");

WHEREAS, the Grantee is authorized by KRS 262.900 to 262.920 to purchase and accept conservation easements as required to maintain and enhance agricultural values for farming and food production of real property, assuring its availability for agricultural, forest, or open-space use and protection of natural resources in order to insure the well-being of the people of the Commonwealth of Kentucky now and in the future, under the provisions of KRS 382.800 through 382.880 (hereinafter the "Act");

WHEREAS, the Grantee is a qualifying recipient of qualified conservation contributions under Sections 170(b), (f) and (h) of the Internal Revenue Code of 1988, as amended (hereinafter the "Code");

WHEREAS, the Grantor and Grantee recognize the agricultural and open-space values (hereinafter "conservation values") and significance of the property, and have the common purpose of conserving and preserving the aforesaid values and significance of the property;

WHEREAS, the property's conservation values are documented in a set of baseline documents which consist of photographs and/or drawings of the property, plat and conservation plan which the parties agree provides an accurate representation of the property as of the effective date of this Easement.

WHEREAS, a grant of the Easement will serve the purpose of the federal government's Farm and Ranch Lands Protection Program, 16 U.S.C. 3838h and 3838i, note, which provides for the Secretary of Agriculture to purchase conservation easements or other interests in land "with prime, unique, or other productive soil for the purpose of protecting topsoil by limiting nonagricultural uses of the land" as well as the policies of the Commonwealth of Kentucky set forth at KRS 382.800 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, architectural, archaeological, or cultural aspects of real property."

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation and agricultural Conservation Easement (hereinafter, the "Easement") in gross in perpetuity on the property pursuant to the Act.

NOW, THEREFORE, in consideration of the sum of _____, the receipt and sufficiency of which is acknowledged by the Grantor, the Grantor grants and conveys to the Grantee, with general warranty of title, a Conservation Easement in perpetuity in and to the property. The Grantor acknowledges that part of the consideration paid for this Conservation Easement was provided by the United States Secretary of Agriculture and thus entitles such Secretary to the rights identified in Paragraphs VI and VIII.

All development rights hereby conveyed to the Grantee shall include the development rights except those specifically reserved by the Grantor herein and those reasonably required to carry out the permitted uses of the property as herein described. The Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon the property of the Grantor, and to that end Grantor covenants on behalf of themselves, their heirs, estates, successors, and assigns, with Grantee, its successors and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the property each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the open-space character, agricultural productivity, and scenic qualities of the property.

I. PURPOSES OF THE GRANT

Grantor and Grantee acknowledge that the Purposes of this Grant are as follows (hereinafter "Purpose of Grant"):

Consistent with the goals set forth in KRS 262.900 to 262.920, it is the Purpose of this Easement to conserve productive agricultural and forestry lands in order to facilitate active and economically viable farm use of the property now and in the future.

Grantor and Grantee recognize the agricultural and silvicultural values of the protected property, and share the common purpose of conserving these values by the conveyance of conservation restrictions and development rights, to prevent the use or development of the property for any purpose or in any manner which would conflict with the maintenance of these agricultural and silvicultural values. Grantee accepts such conservation restrictions and development rights in order to conserve these values for present and future generations.

II. RESTRICTED USES OF PROPERTY

The restrictions hereby imposed upon the property, and the acts which Grantor shall do or refrain from doing, are as follows.

The property shall be used solely for the production of crops, livestock and livestock products, and nursery and greenhouse products including the processing or retail marketing of these crops, livestock and livestock products, and nursery and greenhouse products if more than fifty percent (50%) of the processed or merchandised products are produced on the subject land, and for the raising and stabling of horses for commercial purposes. For the purposes of this section and administrative regulations promulgated under its provisions, "crops, livestock and livestock products, and nursery and greenhouse products" include, but are not limited to:

Tobacco;

Wheat, soybeans, corn, and all commercially-produced fruits and vegetables;

Horticultural specialties, including nursery stock, ornamental shrubs, ornamental trees, and flowers;

Livestock and livestock products, including horses, cattle, poultry, milk, swine, and eggs; and

Aquatic plants and animals and their by-products.

During the term of this Easement, the landowner and the landowner's assigns, agents, or lessees shall not perform, nor knowingly allow others to perform, any act on or affecting the property that is inconsistent with the provisions of this section. The landowner shall be deemed to have authorized the PACE Board to enforce these provisions. Unless otherwise specified, the landowner shall not be required to take any action to restore the condition of the property after any act of God or other event over which the landowner had no control.

Nothing in the PACE Program shall relieve the landowner of any obligation or restriction on the use of the property imposed by law.

The Commonwealth shall not locate landfills, sewage treatment plants, or other public service facilities that are not compatible with or complimentary to agricultural production on the property.

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

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve (12) months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance, and if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS (a) that there is a substantial, ongoing event or circumstance of noncompliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

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

In addition to the requirements established by the soil and water conservation district, the conservation plan shall require that:

The use of the land for growing sod, nursery stock, and ornamental trees and shrubs does not remove excessive soil from the property;

The excavation of soil, sand, gravel, stone, or other materials for use in agricultural production on the restricted land is consistent with subsection (4)(h) of KRS 262.910 and is conducted in a location and manner that retains the viability of the restricted land for agricultural production; and

The mining of minerals is consistent with subsection (4)(h) of KRS 262.910 and is conducted only through the use of methods which will not interfere with the viability of the restricted land for agricultural production.

The construction or reconstruction of any building or structure, except those existing on the date of this Easement or previously approved by the PACE Board is prohibited except in accordance with this subsection.

Existing fences may be repaired and replaced, and new fences may be built anywhere on the restricted land for purposes of reasonable and customary management of livestock and wildlife.

New buildings and other structures and improvements to be used solely for agricultural purposes including the processing or sale of farm products grown or raised on the restricted land, but not including any dwelling or farm labor housing, may not be built on the restricted land without the advance approval of the PACE Board. The Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not diminish or impair the agricultural values of the property and the proposed structure to be built will not be located on prime or unique soils. Existing agricultural structures may be repaired or replaced at their current locations without permission of the PACE Board.

Existing single family residential dwellings may be repaired, reasonably enlarged, and replaced at their current locations without permission of the PACE Board. No new single family residential dwellings may be built on the property without the advance approval of the PACE Board. The PACE Board shall give approval within sixty (60) days, unless it determines that a proposed dwelling would not be properly located or would significantly diminish the agricultural production capacity of the property.

The subdivision of the property, whether by physical or legal process, is prohibited without the advance written approval of the PACE Board. The PACE Board shall give approval within sixty (60) days, unless it determines that the proposed subdivision will diminish or impair the agricultural productivity of the property.

The granting of rights-of-ways through restricted land for the installation of, transportation of, or use of, lines for water, sewage, electric, telephone, gas, oil, or oil products is permitted but only for the benefit of the property. The term "granting of rights-of-way" includes the right to construct or install the lines. The construction or installation of utility lines other than the types stated in this paragraph is prohibited on the restricted land.

No portion of the restricted land shall be paved or otherwise be covered with concrete, asphalt, gravel, or any other paving material, nor shall any road for access or other purposes be constructed without the advance written approval of the PACE Board. The PACE Board shall give approval within sixty (60) days unless it determines that the proposed paving or covering of the soil or the location of the road will substantially diminish or impair the agricultural productivity of the restricted land.

Trees may be cut to control insects and disease, to prevent personal injury and property damage, and for firewood and other domestic uses, including construction of permitted buildings and fences on the restricted land. Trees may also be cut to clear land for cultivation or use of livestock, but only if done in accordance with the conservation plan required by this section. Any commercial timber harvesting on the restricted land shall be conducted on a sustainable yield basis and in substantial accordance with a forest management plan prepared by a competent professional forester.

The mining or extraction, using any method, of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited. However, notwithstanding the foregoing, the Grantee may, in its sole discretion, authorize specific mining activities, if the Grantee determines that the mining activities are in direct furtherance of the agricultural operations being conducted on the property.

The dumping or accumulation of any kind of trash or refuse on the restricted land is prohibited. However, this shall not prevent the storage of agricultural products and by-products produced or generated on the property, so long as it is done in accordance with all applicable laws, administrative regulations and ordinances.

Golf courses or ranges, helicopter pads, athletic fields, airstrips, or any other structure or improvement inconsistent with current or future agricultural production are prohibited. Other facilities for recreational use not inconsistent with current or future agricultural production may be built, but only with the advance permission from Grantee.

The construction of ponds or reservoirs shall be permitted only upon the prior written approval of Grantee.

Permission of the Grantee: Grantee shall grant approval or permission to Grantor only where Grantee, acting in the Grantee's sole discretion and in good faith, determines that the proposed action will not diminish or impair the agricultural conservation values of the property. Grantee shall not be liable for any failure to grant permission or approval to Grantor. Grantee shall make decisions on Grantor requests within sixty (60) days of receiving Grantor's request.

Grantee, with the permission of Grantor, may erect and maintain signs designating the property as land under the protection of the Grantee.

Landowners shall retain the right to perform any act not specifically prohibited or limited by this section and administrative regulations promulgated under its provisions. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the restricted land and the right to sell or otherwise transfer the restricted land to anyone of the landowner's choice.

III. PERMITTED USES OF THE PROPERTY

Notwithstanding the foregoing, Grantor shall have the right to establish, reestablish, maintain, and use cultivated fields, orchards, and pastures in accordance with generally accepted agricultural practices and sound husbandry principles, together with the right to maintain and repair access roads for these purposes.

IV. INDEMNIFICATION; TAXES

Indemnification. Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, Grantee, its agents, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising from, of, or in connection with injury to or death of any persons; physical damage to the property; the presence or release in, on, or about the property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the property, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the property.

Grantor shall indemnify and hold harmless the United States from any liability resulting from Grantor's negligent acts. The United States shall not be held accountable for any acts committed by the Grantee or Grantor in violation of the terms of this deed for applicable federal, state, and local laws.

Taxes. Grantor shall pay immediately, when first due or owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the property unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien asserted against the property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment if made by Grantee shall constitute a lien on the property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the property.

V. ADMINISTRATION AND ENFORCEMENT

Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods – by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivery; if to Grantor, then at _____, and if to Grantee, then to Department of Agriculture/PACE Corporation, 500 Mero Street, 7th Floor, Capital Plaza Tower, Frankfort, Kentucky 40601.

Each party may change its address set forth herein by a notice to such effect to the other party.

Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish Grantee with certification that, to the best of Grantor's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Easement to the extent of Grantor's knowledge thereof.

Inspection. With reasonable prior notice to the Grantor, representatives of the Grantee shall be permitted to inspect the property during business hours, Monday through Friday 8 a.m. - 5 p.m., except holidays.

Grantee's Remedies. Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunction relief. Except when an ongoing or imminent violation could irreversibly diminish or impair the agricultural productivity of the restricted land, Grantee shall give the Grantor written notice of the violation and sixty (60) days to correct it before taking legal action. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder. In the event Grantor is found to have violated any of its obligations, Grantor shall bear all costs associated with the correction of a violation of the Easement, including costs of work required and materials used to correct the violation and restore the restricted land to its condition prior to the violation; administrative costs incurred by the PACE Board, and court costs and reasonable attorneys' fees incurred by the PACE Board in enforcing the Easement.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

Notice from Government Authorities. Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

Notice of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the property and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

Liens. Any lien on the property created pursuant to any paragraph of this Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the property.

Baseline Documentation. The baseline documents described herein may be used by Grantee to establish that a change in the use or character of the property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the property as of the date of this Easement.

VI. CONTINGENT RIGHT IN THE UNITED STATES OF AMERICA

In the event that the Grantee fails to enforce the terms of this Easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture (Secretary), the Secretary, his successors and assigns shall have the right to enforce the terms of the Easement through any and all authorities available under federal or state law. Further, in the event that the Grantee attempts to terminate, transfer, or otherwise divest itself of rights, title, or interest in this Easement or extinguish the Easement without prior consent of the Secretary and payment of consideration as provided herein, then at the option of the Secretary, all right, title, or interest in this Easement shall become vested in the United States of America.

VII. BINDING EFFECT; ASSIGNMENT

Runs with the Land. Except as otherwise provided in this document herein, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Assignment. Grantee may convey, assign, or transfer this Easement to a unit of federal, state, or local government or to a similar local, state, or national organization that is a "qualified organization" under Section 170(h) of the Code whose purposes, inter alia, are to promote preservation or conservation of agricultural, historical, cultural, or architectural resources, provided that any such conveyance, assignment, or transfer requires that the Purpose for which the Easement was granted will continue to be carried out.

Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of _____ County, Kentucky. Grantor and Grantee intend that this document and the restrictions arising under this Easement shall take effect on the day of execution.

VIII. LEGAL ACTION BY GRANTOR FOR TERMINATION OF EASEMENT

Termination. A Grantor may terminate the Easement, in whole or in part, only by filing an action in the Franklin Circuit Court, and demonstrating by clear and convincing evidence that conditions on or surrounding the land subject to an Agricultural Conservation Easement have changed so much that agriculture is no longer viable and it has become impossible to fulfill any of the Easement's conservation purposes. The Grantor shall name the PACE Board as the defendant in the action. In the event that a finding is made by that Court that a portion of the land subject to the Agricultural Conservation Easement is no longer suitable for agricultural purposes, the owners shall, at the owners' expense, provide a survey of the land area on which the Agricultural Conservation Easement is to be terminated.

No agricultural Conservation Easement or portion thereof which has been purchased with Commonwealth funds and federal funds shall be terminated by the Court except upon payment by the Grantor to the PACE Corporation and the United States of America as set out hereinafter. The value of the Easement shall be established by one of the following two methods, as determined by the Court:

The owner shall pay an amount equal in current dollars to the full cost of acquiring and monitoring the Easement during its full duration, plus reasonable interest as determined by the Court; or

The owner shall pay an amount equal to the Easement's current market value as determined by independent appraisal, performed at the owners' expense and satisfactory to the Commonwealth.

The PACE Corporation shall place its portion of the proceeds from the termination of the Easement in the agricultural enhancement fund and use the proceeds consistent with the purposes of KRS 262.900 to 262.920.

Condemnation. If all or any part of the property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such a taking to recover the full value of those interests in the property that are subject to the taking and all incidental and direct damages resulting from the taking. After the satisfaction of prior claims and net of expenses reasonably incurred by Grantor and Grantee in connection with such taking, Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds as set out hereinafter:

The Grantor shall pay the PACE Corporation and the United States of America for the property taken by eminent domain an amount equal to the amount paid per acre for the original easement.

Grantor shall be entitled to any remaining funds, if any, after payment to the PACE Corporation and the United States of America as set out hereinabove.

The PACE Corporation shall place its portion of the proceeds from the eminent domain proceedings in the agricultural enhancement fund and use the proceeds consistent with the purposes of KRS 262.900 to 262.920.

Proceeds for Termination or Condemnation. If the Easement is terminated or condemned, in whole or in part then Grantee and the United States Department of Agriculture are entitled to their proportional share each of _____ percent of gross sale proceeds or condemnation award representing an amount equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the property as these values are determined on the date of this deed. The proportional shares of the Grantee and the United States Department of Agriculture are _____ percent and _____ percent, respectively, representing the proportion each party contributed to the purchase price of the Easement.

IX. INTERPRETATION

Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its purpose and the transfer of rights and the restrictions on use herein contained.

This Easement shall be interpreted under the laws of the Commonwealth of Kentucky, or federal law, as appropriate.

This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter thereof.

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

To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance, the property may be developed to use more intensive (in terms of height, bulk, or other objective criteria related by such ordinances) than the property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the property during the term of the Easement, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the purpose of the Easement.

X. AMENDMENT

Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the Commonwealth of Kentucky. Any such amendment shall be consistent with the protection of the conservation and preservation values of the property and the purpose of this Easement; shall not affect its perpetual duration; shall not permit additional residential development on the property other than the residential development permitted by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall agricultural and open space values protected by this Easement. Any such amendment shall be recorded in the land records of _____ County, Kentucky. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

THIS EASEMENT reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution hereof, unless set out in this instrument.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered; and Grantee has caused this instrument to be accepted and executed by its duly authorized officer or agent, as of the day and year first herein above written.

GRANTOR:

GRANTEE:

COMMONWEALTH OF KENTUCKY,
FOR THE USE AND BENEFIT OF THE
KENTUCKY DEPARTMENT OF
AGRICULTURE

By: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing instrument was acknowledged, subscribed, and sworn to before me this _____ day of _____, 200____, by _____.

NOTARY PUBLIC

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing instrument was acknowledged, subscribed, and sworn to before me this _____ day of _____, 200____, by _____, whose title is _____, of the Finance and Administration Cabinet, Department of Facilities Management, of the Commonwealth of Kentucky, for the use and benefit of the Kentucky Department of Agriculture, a political subdivision of the Commonwealth of Kentucky created by KRS 262.900 to 262.920.

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATE

This is to certify that pursuant to KRS Chapter 382, the consideration stated herein is the full and accurate consideration paid for the property herein conveyed.

GRANTOR:

GRANTEE:

COMMONWEALTH OF KENTUCKY
FOR THE USE AND BENEFIT OF THE
DEPARTMENT OF AGRICULTURE

By: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing instrument was acknowledged, subscribed, and sworn to before me by _____, this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing instrument was acknowledged, subscribed, and sworn to before me by _____, whose title is _____, of the Finance and Administration Cabinet, Department of Facilities Management, for the use and benefit of the Kentucky Department of Agriculture, this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires: _____

ACKNOWLEDGMENT OF CONDITION

Grantor and Grantee agree that in substance this baseline inventory is an accurate representation of the _____ farm at the time of the donation of the Conservation Easement. This inventory consists of Easement Baseline documents.

GRANTOR:

GRANTEE:

COMMONWEALTH OF KENTUCKY,
FOR THE USE AND BENEFIT OF THE
KENTUCKY DEPARTMENT OF
AGRICULTURE

By: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing instrument was acknowledged, subscribed, and sworn to before me this _____ day of _____, 200____, by _____.

NOTARY PUBLIC

My Commission Expires: _____

COMMONWEALTH OF KENTUCKY
COUNTY OF _____

The foregoing instrument was acknowledged, subscribed, and sworn to before me by _____, whose title is _____, of the Finance and Administration Cabinet, Department of Facilities Management, for the use and benefit of the Kentucky Department of Agriculture, this _____ day of _____, 200____.

NOTARY PUBLIC

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

General Counsel
Kentucky Department of Agriculture
Room 188, Capitol Annex
Frankfort, Kentucky 40601

**ACCEPTANCE OF PROPERTY INTEREST BY THE
NATURAL RESOURCES CONSERVATION SERVICE**

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

Authorized Signatory for the Natural
Resources Conservation Service

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____ known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that s/he is the _____ (title) of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her/his voluntary act and deed.

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

Notary Public, State of _____
Residing at _____
My Commission Expires _____