

HISTORIC PRESERVATION AND CONSERVATION EASEMENT

THIS HISTORIC PRESERVATION AND CONSERVATION EASEMENT (hereinafter "**Easement**") is made and entered into as of 30th May 2014, by and between Kentucky Transportation Cabinet, Highway Department, Commonwealth of Kentucky, whose mailing address is 200 Mero Street, Frankfort, Kentucky 40622, (hereinafter "**Grantor**") and **THE COMMONWEALTH OF KENTUCKY**, for the use and benefit of the **KENTUCKY HERITAGE COUNCIL**, a political subdivision of the Commonwealth of Kentucky created by Kentucky Revised Statutes § 171.3801 and §171.381, with its principal office and mailing address at 300 Washington Street, Frankfort, Kentucky 40601 (hereinafter "**Grantee**").

RECITALS:

The parties hereto recite and agree as follows, which recitations and agreements constitute a part of this Easement.

Qualified Real Property Interest

A. Grantor owns in fee simple certain real property (hereinafter "**Real Property**") historically known as the Drumanard Estate containing approximately 50.2 acres, more or less, as described on **Exhibit A**, attached hereto and incorporated herein by this reference, and improvements thereon (hereinafter "**Improvements**") in Jefferson County, Kentucky, and more particularly described below:

6401 Wolf Pen Branch Road
Prospect, KY

Tract I: BEGINNING at a hub at the intersection of the northeast line of Barbour Lane (formerly known as the Old Harrods Creek and Middletown Road) with the Northwesterly line of the tract of 22.54 acres conveyed to Jessie Clark Strater by deed dated October 7, 1902, and recorded in Deed Book 580, Page 352, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said Northwesterly line North 34° 17' East 2340.81 feet to a steel post in the Southwest right of way line of U.S. Highway No. 42; thence in a Southeasterly direction with said line of said right of way 2080.85 feet, more or less, to a hub in said right of way line 25 feet, more or less, North of the center line of a branch; thence Southwardly with said line of said right of way 25 feet, more or less, to the center line of said branch; thence in a Northwesterly direction with the meanders of the center line of said branch 550 feet, more or less, to a point 50 feet Southeast of the Northwesterly line of the tract of 25 acres as conveyed to Jessie Strater Watson by deed dated April 2, 1927, and recorded in Deed Book 1268, Page 410, in the Office aforesaid; as measure along a line at right angles to said Northwesterly line, said point being 909 feet, more or less, Northeast of the Northeast line of Barbour Lane; thence in a Southwesterly direction along a line 50 feet Southeast of and parallel with the Northwest line of said 25 acre tract

South 34° 16' West 909 feet, more or less, to the Northeast line of Barbour Lane; thence in a Northwesterly direction with the Northeasterly line of Barbour Lane 889 feet, more or less , to the beginning; containing 47 acres, more or less.

EXCEPTING THEREFROM so much of said property conveyed to the Commonwealth of Kentucky by deed dated November 15, 1965, recorded in Deed Book 4007, Page 410, in the aforesaid Clerk's Office.

ALSO EXCEPTING THEREFROM so much of said property as was quitclaimed and conveyed adjacent Shadow Wood Subdivision pursuant to a Boundary Line Agreement dated October 10, 1967, recorded in Deed Book 4149, Page 59, in the aforesaid Clerk's Office.

Being the same property identified as Tract I conveyed to the Commonwealth of Kentucky by deed dated April 30, 2012, recorded in Deed Book 9879, Page 18, in the aforesaid Clerk's office; and being the same property conveyed to Soterion Corporation by deed dated February 23, 2000, recorded in Deed Book 7405, Page 544, in the aforesaid Clerk's office.

TRACT II: Lying and being on the Northwesterly side of the U.S. Highway 42 and being more particularly described as follow:

BEING TRACT #1, consisting of 3.65 acres, as shown on the Minor Subdivision Plat attached to and made a part of deed dated July 8, 2006, and recorded in Deed Book 9579, Page 699, in the office of the County Clerk of Jefferson County, Kentucky.

Being the same property identified as Tract II conveyed to the Commonwealth of Kentucky by deed dated April 30, 2012, recorded in Deed Book 9879, Page 18, in the aforesaid Clerk's office; and being part of the same property identified as Tract II conveyed to Soterion Corporation by deed dated February 23, 2000, recorded in Deed Book 7405, Page 544, in the aforesaid Clerk's office.

B. The grant of this Easement is a restriction (granted in perpetuity) on the use which may be made of the property.

C. The Real Property contains several types of existing resources (historic, architectural, landscape, and cultural features and natural, scenic, forested, and open-space character and qualities) that the Grantee has identified and evaluated with regard to the extent, condition or relative importance to the site, community, region, state and nation. Within this overall inventory of resources and conditions, several resources have been further evaluated and classified as having historic architectural, landscape or cultural significance and have been deemed of primary importance for the preservation and conservation through restrictions identified in this Easement. The historic, architectural, landscape and cultural features and the natural, scenic, forested, and open-space character and qualities (hereinafter collectively referred to as "**Historic Preservation and Conservation Values**") are addressed in the recitals that

follow and the physical extent and characterization of these resources are depicted in the Baseline Documentation Report, hereinafter defined. The plat attached hereto as **Exhibit B** shows the locations of certain elements of the Real Property's significant features, and is incorporated herein by this reference.

Donee Information: Qualified Organizations

D. The Commonwealth of Kentucky, pursuant to Kentucky Revised Statutes §382.800 through §382.860 (hereinafter "Act"), effective July 15, 1988, has authorized the use of conservation easements "the purpose of which include retaining or protecting natural, scenic, or open-space values of real property, assuring its availability for agricultural, forest, recreational or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property."

E. Pursuant to Kentucky Revised Statutes §171.381(1), Grantee "shall be dedicated to the preservation and protection of all meaningful vestiges of Kentucky's heritage for succeeding generations, and in pursuit of this dedication it shall engage in and concern itself with worthy projects and other matters related to the conservation and continuing recognition of buildings, structures, sites, and other landmarks associated with the archaeological, cultural, economic, military, natural, political, or social aspects of Kentucky's history."

F. In furtherance of the dedication referenced in Kentucky Revised Statutes §171.381(1), recited above, Grantee is authorized to "acquire real property, by gift or devise or by purchase pursuant to the provisions of KRS 45A.045, and hold the same in the name of the Commonwealth for the use and benefit of the council," and such real property interests include conservation easements, such as this Easement, as required to preserve the historical, architectural, archaeological or cultural aspects of real property in Kentucky, under the provisions of the Act.

G. Grantee is a holder as defined by KRS 382.800(2)(a) and authorized by Kentucky Revised Statutes § 171.381 to accept historic preservation and conservation easements.

Historic Preservation and Cultural Landscape Values

H. The main house was listed in the National Register of Historic Places (hereinafter "National Register") in 1983 for its representation of late 19th, early 20th century Revival architecture especially as interpreted by locally prominent architects Nevin and Morgan. The entire property was included in the National Register on January 29, 1992, and is a significant example of nationally renowned Olmsted Associates designed landscaping, Arthur Cowell garden, and the building architecture of Nevin & Morgan. It is representative of the Country Estates property type in the Suburban Development context. The property was also listed as contributing to the Country Estates of River Road Historic District listed on April 29, 1999.

I. Drumanard is composed of a designed historic landscape, an English garden, and a collection of late 19th, early 20th Century Revival-style residential buildings. The Real Property contains the following resources and Improvements:

1. HISTORIC BUILDINGS:

- i. A 1929 single-family residence house of late 19th, early 20th Century Revival-style architecture with concrete foundation, brick walls and slate roof (hereinafter “**Main House**”);
- ii. A brick garage housing a chauffeur’s apartment, circa 1929 (hereinafter “**Garage**”);
- iii. A brick well house, currently used as a garden storage shed, circa 1929 (hereinafter “**Well House**”); and
- iv. A brick gazebo, circa 1929 (hereinafter “**Gazebo**”).

Together the Main House, Garage, Well House, and Gazebo are collectively known as “**Historic Buildings**.” The Historic Buildings represent the architecture of the locally prominent firm of Nevin & Morgan. The late 19th, early 20th Century Revival architectural style used by the firm on the Main House focuses on revival motifs and captures Jefferson County’s social history during the period in which it was constructed. The Garage, Well House, and Gazebo echo the architectural fabric and style of the Main House. The Main House, Garage, Well House, and Gazebo are considered resources contributing to the historic integrity of the property.

2. SUPPORTING STRUCTURES:

- i. A 1929 one-story weatherboard Gardener’s Cottage (hereinafter “**Gardener’s Cottage**”);
- ii. A 1929 frame construction Gardener’s Garage with shed roof (hereinafter “**Gardener’s Garage**”); and
- iii. A greenhouse, circa 1972 (hereinafter “**Greenhouse**”).

Together the Gardener’s Cottage, Gardener’s Garage, and Greenhouse are collectively known as “**Supporting Structures**.” The Gardener’s Cottage and Gardener’s Garage are important to the interpretation of the property, but have been inappropriately rehabilitated and are no longer contributing to the historic integrity of the property. The Greenhouse, although compatible with Country Estates property type and important to the interpretation of the property, is not contributing to the historic integrity of the property.

3. LANDSCAPE STRUCTURES AND SITES:

The Real Property’s landscaping is significant in that it was designed by the nationally renowned Olmsted & Associates of Brookline, Massachusetts, and retains abundant integrity that reflects many of the Olmsted concepts envisioned in their plans for the property. Evidence of the Olmsted’s 1904 narrative conceptual plan and 1905 graphic plan are extant and are still reflected in the Real Property’s circulation patterns, location of the domestic core, retention of primary open space, and use of vegetation to create and differentiate areas of activity. As of the date of this Easement, the northern third of the property is densely vegetated with shrubs, vines, and deciduous trees. Despite changes to the northern third of the property, Olmsted’s 1904 narrative plan for the Real Property included woods as a pastoral backdrop to the manipulated areas near the residential dwelling.

Integral to Olmsted philosophy is the impression of restful seclusion which is accomplished through the use of definitive boundaries—an Olmstedian trait evident on the Real Property by the presence of a dense woods on the north; a substantial woodlands border of mature trees and vegetation on the east property side (between Drumanard and the Edward Strater House to the east) and the west property side (concealing Drumanard from the residential subdivision on the west); and a screened berm enhanced by carefully selected trees on the front property side (south). Transitional areas which afford a note of surprise for the viewer are another Olmstedian element as seen in the Real Property's transition area from the public entrance along the interior roadway to the Main House. Open vistas interrupted only by spectacular examples of individually exhibited trees are an Olmstedian concept found to the east and north of the Real Property's Main House. The tree species of the Real Property emphasize the Olmstedian principle of using species native to the general region. The interior roadway meanders through the Real Property to allow visual separation of the Main House, the service area, and the Supporting Structures. For the Real Property's residents the separation of primary and secondary residences and service areas insures privacy, an Olmstedian consideration reserved for country estates.

The Real Property's landscaping is also significant for its formal English garden designed by landscape architect Arthur Cowell of Pennsylvania. The garden links the Main House to the Gazebo. The formality of Cowell's design harmonizes with the surrounding landscape and is compatible with the Olmstedian influences, illustrating Cowell's knowledge of and ability to integrate with Olmsted designs.

The Real Property contains numerous man-made and natural landscape sites and features listed as follows:

- i. A combination of vegetation, plank fence, and a pair of convex brick walls and gate with finialed piers serving as a screened front along the public entrance to the Real Property (hereinafter "**Property Entrance**");
- ii. A service court area that is defined by and includes brick walls and gates with finialed entry piers and the Well House located at a corner (hereinafter "**Service Courtyard**");
- iii. Interior roadway which is a quarter mile long, tree-lined, and paved and gravel roadbed (hereinafter "**Interior Roadway**");
- iv. Expansive Olmsted-designed viewsheds of the lawn located to the west of the Main House, and the east garden and glade located to the north of the Main House which includes native vegetation, grass, shrubs, mature trees and the creek (hereinafter "**Viewsheds**");
- v. Dense woods on the north (rear) Real Property line along with the substantial border of mature vegetation on the eastern and western Real Property line, and screened berm enhanced by carefully selected trees on the south (front) Real Property line (hereinafter "**Border Landscapes**");
- vi. Formal Crowell-designed garden terrace located northeast of the Main House linking the Gazebo to the Main House including a pond in the center surrounded by a low, stone wall with capped stone piers supporting a plain cast iron railing with center decoration (hereinafter "**Formal Garden**");

vii. A creek lies within a treed ravine that runs from the woods along the Real Property's western boundary line across the manicured lawn to the Real Property's wooded eastern boundary line (hereinafter "**Creek**"); and

viii. Stone, brick and gravel sidewalks, pathways, and walkways throughout the Real Property (hereinafter "**Paths**").

Together, the Property Entrance, Service Courtyard, Interior Roadway, Viewsheds, Border Landscapes, Formal Garden, Creek and Paths are collectively known as "**Landscape Structures and Sites**."

J. The Real Property, Historic Buildings, Supporting Structures, Landscape Structures and Sites, together with all other features and Improvements, are hereinafter collectively referred to as the "**Property**." The Real Property contains a modern swimming pool which is not considered historic resource contributing to the Property.

General Information about the Grant

K. Grantor and Grantee recognize the Historic Preservation and Conservation Values and significance of the Property, and they have the common purpose of conserving and preserving those values and significance of the Property.

L. The grant of a Historic Preservation and Conservation Easement by Grantor to Grantee will assure that the historic, architectural, landscape, and cultural features and its natural, scenic, forested, and open-space character and qualities of the Property will be preserved and conserved and will assist in preserving and maintaining the significance of the Property for the benefit of Jefferson County, the Commonwealth of Kentucky and the United States of America.

M. Grantor and Grantee intend that the Historic Preservation and Conservation Values of the Property be preserved and maintained by this Easement, in perpetuity, by permitting only those land uses on the Property that do not significantly impair or interfere with the Historic Preservation and Conservation Values, including, without limitation, those land uses which exist at the time of this Easement.

N. Grantor further intends as owner of the Property, to convey to Grantee the right to preserve and protect the Historic Preservation and Conservation Values of the Property in perpetuity, intending the grant of such right to qualify as the conveyance of a conservation easement as defined by KRS 382.800(1) to a holder as defined under KRS 382.800(2)(a).

O. To that end, the Grantor desires to grant to Grantee, and Grantee desires to accept, a historic preservation and conservation easement on the Property, in perpetuity, pursuant to the Act and the terms of this Easement.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the Commonwealth of Kentucky, in particular the Act, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the

Grantee, its respective successors and permitted assigns, a perpetual historic preservation and conservation easement in gross in, on and over the Property.

This Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon the Property, and to that end Grantor covenants on behalf of itself, its heirs, personal representatives, successors and assigns, with Grantee, its respective successors and permitted assigns, that such covenants are deemed to run as a binding servitude, in perpetuity, with the land, to impose upon the Property each of the following covenants, restrictions and stipulations, which contribute to the public purpose in that they aid significantly in the preservation and conservation of the historic, architectural, landscape, and cultural features and its natural, scenic, forested, and open-space character and qualities of the Property:

1. Description of Facades and Baseline Documentation. In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property and to document the external nature of the Property and the Historic Preservation and Conservation Values of the Property and the other characteristics of the Property, its current use and state of improvement, Grantee prepared a "**Baseline Documentation Report**" (hereinafter "**Baseline Report**"). The Baseline Report contains documentation prepared on April 1, 2010, and on July 15, 2013. The Baseline Report shall be in the possession of the Grantee, and a copy has been provided to the Grantor as of the date hereof. The Baseline Report includes narrative descriptions, report, maps, photographs, and other documentation, including the Qualified Appraisal (as defined in **Paragraph 26**), that the parties agree provide collectively, an accurate representation of the Property and which is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of the historic preservation and conservation easement reserved hereby. By execution of this Easement, the parties confirm and acknowledge that the Baseline Report has been read and all elements thereof reviewed, and each party hereto has signed an acknowledgement form attached to this Easement. The set of photographs, together with written descriptions, in the Baseline Report depict the exterior surfaces of the Historic Buildings, Supporting Structures, and Landscape Structures and Sites and the surrounding natural resources and features of the Property.

It is stipulated by and among the Grantor and Grantee that the external nature of the Historic Buildings, Supporting Structures, and Landscape Structures and Sites as shown on the Baseline Report is deemed to be the external nature of the Historic Buildings, Supporting Structures, and Landscape Structures as of the date hereof. The external nature of the Historic Buildings and Supporting Structures as shown in the Report is hereinafter referred to as the "**Facades.**" The Baseline Report, with the exception of the photographs and the Qualified Appraisal, is attached hereto as **Exhibit C** and incorporated herein by this reference. Grantor and Grantee have each received a set of photographs, and a log of the labeled photographs included in the portion of the Baseline Report has been included in **Exhibit C**. In the event of any disparity in the photographic counterparts held by Grantor and Grantee, the counterpart held by Grantee shall control. Grantor and Grantee hereby agree that the Baseline Report may be supplemented from time-to-time to reflect approved alterations and changes at the Property, and at the time of such supplement, the parties will sign an acknowledgement of the supplemented Baseline Report's accuracy and applicability to this Easement.

2. Purposes. The purpose of this Easement is to assure that the Property will be retained substantially in its present historic, architectural, landscaped, cultural, natural, scenic, forested, and open-space condition and to prevent any use of the Property that will significantly impair or interfere with the Property's Historic Preservation and Conservation Values. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving the use and maintenance of the Historic Buildings and Supporting Structures, as are not inconsistent with the purpose of this Easement.

3. Rights of Grantee.

(a) To accomplish the purposes of this Easement, the following rights are granted to Grantee by this Easement:

(i) To preserve and protect the Historic Preservation and Conservation Values of the Property;

(ii) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement in accordance with **Paragraph 9** provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(iii) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use pursuant to the remedies set forth in **Paragraph 9**; and

(iv) To make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural character and features of the Property and distribute them to magazines, newsletters, or other publicly available publications, or use them to fulfill its charitable and educational purposes.

(b) Inspection. Grantor hereby agrees that representatives of Grantee shall be permitted at all reasonable times to inspect the Property, including the Facades, Historic Buildings and Supporting Structures. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Historic Buildings and Supporting Structures to assess maintenance of structural soundness and safety and any specific restrictions set forth in **Paragraph 5**. Inspection of the interior shall not, in the absence of evidence of deterioration or casualty, take place more often than annually. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.

4. Definitions. In addition to those capitalized terms defined elsewhere within this instrument, as used herein, the following capitalized terms shall have the following meanings:

(a) **"Border Landscapes"** shall mean dense woods on the north and west Property line along with the substantial border of mature vegetation on the eastern Property line, and

screened berm enhanced by carefully selected trees on the south of the Property as more particularly shown and designated on **Exhibit B** as "Border Landscapes".

(b) "**Creek**" shall mean small stream that lies within a treed ravine that runs from the woods along the Property's western boundary line across the manicured lawn to the Property's wooded eastern boundary line as more particularly shown and designated on **Exhibit B** as "Creek".

(c) "**Facades**" shall mean the external nature of the Historic Buildings and Supporting Structures as shown in the Baseline Report.

(d) "**Formal Garden**" shall mean the symmetrical English garden terrace designed by Arthur Cowell of Pennsylvania located between the Gazebo and the Main House containing a pond and surrounded by a low, stone wall as more particularly shown and designated on **Exhibit B** as "Formal Garden."

(e) "**Gardener's Cottage**" shall mean the one-story frame building with weatherboard siding constructed in 1929 and located north of the Main House at the end of the interior roadway as more particularly shown and designated on **Exhibit B** as "Gardener's Cottage."

(f) "**Gardener's Garage**" shall mean a shed-roof, frame building open on along the entry wall and located near the Gardener's Cottage more particularly shown and designated on **Exhibit B** as "Gardener's Garage."

(g) "**Garage**" shall mean the brick, three-car garage with chauffeur's residence on the second floor located east of the Main House in the Service Courtyard as more particularly shown and designated on **Exhibit B** as "Garage."

(h) "**Gazebo**" shall mean the octagonal brick gazebo with corbelled exterior wall chimney and ball finial and weathervane capping the roof located at the rear of the Formal Garden as more particularly shown and designated on **Exhibit B** as "Gazebo."

(i) "**Greenhouse**" shall mean a weatherboard, gabled roof structure flanked on each side by glass wings which form Tudor styled arches at end gables as more particularly shown and designated on **Exhibit B** as "Greenhouse."

(j) "**Historic Buildings**" shall mean the Main House, Garage, Well House, and Gazebo.

(k) "**Improvements**" shall mean those buildings, structures, and other improvements located on the Real Property, including but not limited to the Main House, Garage, Well House, Gazebo, Greenhouse, Gardener's Cottage, Gardener's Garage as shown on **Exhibit B** and any new structures, the construction of which is permitted under the terms of this Easement.

(l) "**Interior Roadway**" shall mean the paved and gravel driveways located on the Property as more particularly shown and designated on **Exhibit B** as "Interior Roadway."

(m) **“Landscaping Structures and Sites”** shall mean the historic designed landscape of the Property designed by Olmsted & Associates, representing the “Country Estate” style, which encompasses both the cultural and natural resources along with the geographic area and land features of the Property and includes natural Viewsheds, Border Landscapes, and Creek as well as man-made features such as the Formal Garden designed by Arthur Cowell, Paths, Service Courtyard, Property Entrance, and Interior Roadway.

(n) **“Main House”** shall mean the late 19th, early 20th Century Revival-styled main residential dwelling, brick, two-story with recessed wings on each side, designed by Nevin and Morgan and constructed in 1926 as more particularly shown and designated on **Exhibit B** as “Main House.”

(o) **“Paths”** shall mean stone, brick and gravel sidewalks, pathways, and walkways intended for pedestrian use and located throughout the Property.

(p) **“Property Entrance”** shall mean a pair of convex brick walls with finialed piers, plank fence, and vegetation located along Wolf Pen Branch Road which makes up the entry gates to the Property as more particularly shown and designated on **Exhibit B** as “Property Entrance.”

(q) **“Residential Dwelling(s)”** shall mean a structure or structures designed for single-family dwelling (including associated electricity, well or water source, and septic or sewage system) with, at minimum, permanently installed cooking and interior sanitation facilities. The Main House and the Gardener’s Cottage are Residential Dwellings. The Residential Dwelling Space installed in the Garage is also deemed a Residential Dwelling.

(r) **“Residential Dwelling Space”** shall mean a living area within a building typically not used for living space which is designed for single-family dwelling (including associated electricity, well or water source, and septic or sewage system) with, at minimum, permanently installed cooking and interior sanitation facilities.

(s) **“Roads”** shall mean any stretch of smoothed or paved surface intended for the passage of vehicles, people, or animals and more particularly shown and designated on **Exhibit B** as “Road.” The Interior Road is deemed a Road.

(t) **“Service Courtyard”** shall mean service court area located near the Garage with the Well House located at one corner and shall include the brick walls and gates with finialed entry piers as more particularly shown and designated on **Exhibit B** as “Service Courtyard.”

(u) **“Supporting Structures”** shall mean the Gardener’s Cottage, the Gardener’s Garage, and the Greenhouse.

(v) **“Viewsheds”** shall mean the open vistas areas located to the west, east and north of the Main House designed by Olmsted & Associates on the Property which includes native vegetation, grass, shrubs, and mature trees (some of which are individually exhibited in open expanses), along with all other cultural and natural resources and botanical and topographical features as more particularly shown and designated on **Exhibit B** as “Viewshed.”

(w) **“Well House”** shall mean a round, conical-roofed brick structure located at the

corner of the Service Courtyard and east of the Main House as more particularly shown and designated on **Exhibit B** as the "Well House."

5. Restrictions, Prohibited Uses, and Reserved Rights. As of the recording of this Easement, the Property is subject to a surface and subsurface right-of-way retained by the Commonwealth of Kentucky, for the use and benefit of the Kentucky Transportation Cabinet, filed of record in Deed Book 9879, Page 18, in the Office of the Clerk of Jefferson County, Kentucky (hereinafter "Tunnel Right-of-Way"). Grantor and Grantee acknowledge that the Tunnel Right-of-Way is a burden upon the Property and that Grantee takes this Easement subject to this encumbrance.

Subject to the rights, restrictions, warranties, obligations, and encumbrances of any nature set forth in Tunnel Right-of-Way, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following provisions govern the activities on the Property to the extent indicated. Those activities that require the approval of Grantee or that involve construction of new buildings and Improvements are subject to the notice and approval provisions of **Paragraph 8** below.

(a) **Preservation of the Historic Buildings and Supporting Structures.**

(i) Grantor shall not apply to have the Property or any portion thereof removed or "de-listed" from the National Register.

(ii) Grantor shall not demolish, remove, deface, or raze the Historic Buildings or their Facades except as provided in **Paragraph 5(i)** below.

(iii) The Supporting Structures have been altered from or do not contribute to the Property's period of historic significance as established in the National Register nominations of the Property referenced in Recital Paragraph H. Notwithstanding any changes or deficiencies in their historic integrity, except as provided in Paragraph 5(i), Grantor shall not demolish, remove, deface, or raze the Supporting Structures or their Facades without the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof.

(iv) Without the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor shall not undertake any of the following actions:

(1) increase or decrease the height of the Facades, Historic Buildings, or Supporting Structures;

(2) adversely affect the structural soundness and safety of the Facades, Historic Buildings, or Supporting Structures;

(3) make any changes, additions, improvements, alterations to, or cause removal, construction, or remodeling of, or effect other physical or structural changes in construction materials to, the Facades (including fenestration) and roofs of the Historic Buildings and Supporting Structures (this shall not preclude ordinary maintenance pursuant to **Paragraph**

5(a)(vi) below or as otherwise provided in this Easement);

(4) permit any significant reconstruction, repair, repainting or refinishing of the Facades of the Historic Buildings and Supporting Structures that alters their state from the existing condition (this shall not preclude ordinary maintenance pursuant to **Paragraph 5(a)(vi)** below or as otherwise provided in this Easement); or

(5) erect, construct, or move anything on the Property (except only temporarily) which would encroach on the open space and Viewsheds surrounding the Historic Buildings and Supporting Structures and interfere with a view of the Facades or be incompatible with the history or architectural character of the Historic Buildings or Supporting Structures or Facades.

(v) Notwithstanding any other provision of this Easement, Grantor may make any interior renovations to the Historic Buildings and Supporting Structures not inconsistent with the purposes of this Easement and that will not affect the structural soundness and safety of the exterior of the Historic Buildings and Supporting Structures without notice or approval of the Grantee.

(vi) Grantor agrees at all times to maintain the Facades and the structural soundness and safety of the Historic Buildings and Supporting Structures so as to prevent deterioration of the Facades. As used in this **Paragraph 5(a)(vi)**, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Historic Buildings and Supporting Structures. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provision of **Paragraphs 5 and 8**.

Subject to the casualty provisions of **Paragraph 5(i)**, the obligation to maintain the Historic Buildings shall also require replacement, rebuilding, repair, rehabilitation and reconstruction whenever necessary to have the external nature of the Historic Buildings at all times appear to be and actually be the same as the Facades and in accordance with the Secretary of the Interior's Standards for Treatment of Historic Properties with Guidelines for Rehabilitating Historic Buildings (36 CFR §67), as the same may be amended from time to time (hereinafter the "Secretary's Standards"). In the event the Secretary's Standards are abandoned, Grantee may apply reasonable alternative standards agreed to in writing by Grantor, provided, however, that any alternative standards shall be subject to any requirements imposed by the National Park Service in connection with historic preservation and conservation easements and/or properties listed on the National Register.

(b) Preservation of the Landscape Structures and Sites.

(i) **Designed Landscapes.** Grantor and Grantee intend that the Property's historic landscape features consistent with the Olmsted-designed landscape and the Cowell-designed formal garden be preserved. Without the prior express written permission of Grantee in

accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor shall not undertake any of the following actions:

(1) erect, construct, or move anything (except only temporarily) within the areas of the Property more particularly shown and designated on **Exhibit B** as Property Entrance, Service Courtyard, Viewsheds, Border Landscapes, Formal Garden, and Creek;

(2) demolish or remove any of the man-made components contained within or that comprise the areas of the Property more particularly shown and designated on **Exhibit B** as Property Entrance, Service Courtyard, Interior Roadway, Viewsheds, Border Landscapes, Formal Garden, Creek, and Paths; or

(3) demolish or remove any of the Olmsted-designed or Cowell-designed landscape components, circulation patterns, and vegetation patterns that are contributing historic landscape features of the Property and that comprise the areas of the Property more particularly shown and designated on **Exhibit B** as Property Entrance, Service Courtyard, Interior Roadway, Viewsheds, Border Landscapes, Formal Garden, Creek, and Paths.

(ii) **Standards.** Grantor agrees to maintain the Property's Landscape Structures and Sites to ensure and encourage the continued relationships of the landscape components, circulation patterns, and vegetation patterns particularly as they are consistent with the Property's Olmsted-design landscape and the Cowell-designed formal garden. In order to ensure that landscaping and horticultural activities on the Property are consistent with the Olmsted-designed landscape and the Cowell-designed formal garden, Grantor agrees to undertake such activities in accordance with the Standards for Rehabilitation and Guidelines for Rehabilitating Cultural Landscapes contained in the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes (U.S. Department of Interior, National Park Service 1996) (hereinafter the "**Secretary's Landscape Standards**").

(iii) **Viewsheds.** The Property's Viewsheds are a key element to the Olmsted-designed landscape, and Grantor and Grantee intend that the historic and scenic Viewsheds of the Property, which have been designated as Viewsheds on **Exhibit B**, be preserved. The Viewsheds have been photographically recorded in the Baseline Report, and Grantor acknowledges that the Baseline Report accurately depicts the Viewsheds to be protected. Grantor shall maintain the Viewsheds in a manner that will prevent whole or partial obstruction of the Viewsheds. Grantor shall have the right to plant new trees, shrubbery, grass, flowers, and/or other plantings consistent with the Olmsted-designed landscape so long as such plantings do not materially obstruct the Viewsheds. Spectacular examples of individually exhibited mature trees within the Viewsheds are part of the Olmstedian concept. Grantor shall endeavor to maintain such mature trees as healthy of a state as is reasonably possible, and any felling and replanting of tree(s) in the Viewsheds shall be in accordance with the provisions set forth in **Paragraph 5(b)(viii)**.

(iv) **Roads, Paths, Fences.** The Property's Roads, Paths, and Fences are integral to the Olmsted-designed landscape and the Cowell's formal garden and contributing to

the historic features of the Property. In order to ensure that activities on the Property are consistent with the Olmsted-designed landscape and the Cowell's formal garden, Grantor agrees to undertake such activities in accordance with the Secretary's Standards as well as the Secretary's Landscape Standards. Without the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor shall not undertake any of the following actions:

(1) demolish, remove, deface, or raze the Property's Roads, Paths, and Fences;

(2) make any changes, additions, improvements, alterations to, or cause removal, construction, or remodeling of, or effect other physical or structural changes in construction materials or permit any significant reconstruction, repair, repainting or refinishing of the Property's Roads, Paths, and Fences that alters their state from the existing condition (this shall not preclude ordinary maintenance and shall require use of the same materials existing on the effective date of this Easement); or

(3) construct any new roads or driveways, fences, walls, or gates, and paths.

(v) **Property Entrance, Service Courtyard.** The Property Entrance and Service Courtyard are integral to the Olmsted-designed landscape and contribute to the historic features of the Property. In order to ensure that activities on the Property are consistent with the Olmsted, Grantor agrees to undertake such activities in accordance with the Secretary's Standards as well as the Secretary's Landscape Standards. Without the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor shall not undertake any of the following actions:

(1) demolish, remove, deface, or raze the Property Entrance or the Service Courtyard; or

(2) make any changes, additions, improvements, alterations to, or cause removal, construction, or remodeling of, or effect other physical or structural changes in construction materials or permit any significant reconstruction, repair, repainting or refinishing of the Property Entrance or the Service Courtyard that alters their state from the existing condition (this shall not preclude ordinary maintenance and shall require use of the same materials existing on the effective date of this Easement).

(vi) **Formal Garden.** Grantor shall not demolish, remove, deface, or raze the Formal Garden pond and surrounding stone wall. The Property's Formal Garden is a component of the historic cultural landscape, and designed by Arthur Cowell to harmonize with the Olmsted-designed landscape. Grantor and Grantee intend that the historic and scenic Formal Garden of the Property, which has been designated as Formal Garden on **Exhibit B**, be preserved. In order to ensure that activities on the Property are consistent with the Cowell-designed formal garden, Grantor agrees to undertake such activities in accordance with the Secretary's Standards as well as the Secretary's Landscape Standards. Grantor retains the right to maintain the Formal Garden with shrubbery, grass, flowers, and/or other herbaceous plantings

consistent with the Cowell's design so long as such plantings do not materially interfere with the established circulation patterns.

(vii) **Overall Maintenance.** Grantor's obligation to maintain shall also require that the entire Property's landscaping be maintained in good appearance in its current state and use of sound landscaping management whenever necessary and appropriate. The existing lawn areas shall be maintained as lawns, regularly mown. The existing meadows and open areas shall be maintained as meadows and open areas, regularly mown to prevent the growth of woody vegetation where none currently exist.

(viii) **Trees.** Grantor may cut trees to prevent personal injury and property damage with notice to but without prior consent of the Grantee. There shall be no commercial logging or harvesting of trees from the Property. Clear-cutting on the Property is prohibited. Trees felled by death, disease, or weather may be removed without permission of Grantee.

With prior approval of Grantee and after consulting with a certified arborist or botanist, Grantor may selectively cut trees to control insects and diseases threatening healthy trees. Removal of trees or saplings with three (3") inch or smaller caliper measurement is permitted in the south and east Property lines' Landscape Boundaries. Grantor shall replace felled tree(s) in the Viewshed or the south and east Property lines' Landscape Boundaries with in kind species or with other suitable species of tree compatible with the Olmsted-design landscape. Grantor shall allow the dense woods of the north and west Property lines' to naturally repopulate, unless a significant number of trees are felled due to death, disease, or weather, in which event the Grantor shall engage in reforestation of the area in a manner compatible with the Olmsted-design landscape and with the prior approval of Grantee.

(c) **Land Use.**

(i) **Subdivision.** The Property is composed of one lot as described on **Exhibit A** attached hereto. Grantor shall not undertake or permit the legal or de facto division, subdivision, or partitioning of the Property into more than the existing single parcel, and the Property shall not be devised or conveyed in fee except as a single parcel of approximately 55 acres, more or less.

(ii) **Development Rights.** Except as set forth in this Easement, to the extent that Grantor owns or is entitled to development rights which may exist now or at sometime hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to uses more intensive (in terms of height, bulk, or other objective criteria regulated 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 following the date of this Easement, nor shall they be transferred to any parcel and exercised in a manner that would interfere with the historic preservation and conservation purposes of the Easement.

(iii) **Residential Use.** Grantor retains the right to all manner of single-family, residential use and enjoyment of the Historic Buildings, Supporting Structures, and grounds of the Property, including but not limited to the maintenance and repair of permitted fences, driveways, and paths with the use of same or similar surface materials; the right to maintain

existing utility lines, gardening and building walkways and steps; the right to cut, remove, and clear grass or other dead or decaying vegetation; and to perform routine maintenance, landscaping, horticultural activities, and upkeep consistent with the purpose of this Easement, as more fully set forth in this Easement.

(iv) **Commercial/Industrial Use.**

(1) Except for home-based occupations and single-family residential leasing of the Garage and the Gardener's Cottage, Grantor shall not engage in any commercial or industrial uses of the Property without the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, and provided that those acts and uses: (i) are permitted by governmental statute or regulation; (ii) do not substantially impair the Historic Preservation and Conservation Values of the Property; and (iii) are not inconsistent with the purpose of this Easement;

(2) Grantor retains the right to engage in a home-based occupation in accordance with applicable laws and regulations, conducted by a person residing at the Property.

(v) **Recreational Use.**

(1) Constructing or installing a golf course or driving range or other recreational facilities on the Property is prohibited without the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**.

(2) The use of motorized vehicles on the Property for recreational purposes is prohibited. Such vehicles shall include motorcycles, all-terrain vehicles, dirt bikes, snow mobiles, and similar types of vehicles.

(3) Grantor may engage outdoor recreational activities for personal, noncommercial purposes that are not disruptive of the natural environment and are in compliance with all applicable federal, state and local statutes and regulations.

(d) **Construction.**

(i) **Prohibitions-General.** Except as specifically provided in **Paragraph 5(d)**, no other buildings or structures, including without limitation residential dwellings, recreational facilities, receiving dishes, camping accommodations, or mobile homes, shall be erected or placed on the Property.

(ii) **Permitted Construction Without Approval.** Without the prior consent of Grantee, the following structures are permitted on the Property:

(1) temporary structures required for the maintenance or rehabilitation of the Property, such as construction trailers; and

(2) tents or similar temporary structures erected for social, charitable, historical, educational or other similar purposes.

(iii) **Permitted Construction Requiring Approval.**

(1) Subject to the notice and the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor may install satellite receiving dishes, or substitute equipment consistent with then-current technology for the electronic or other transmission of information and images, that are no larger than twenty (20) inches in diameter placed inconspicuously and appropriately screened with natural vegetation. The number and location of such equipment are subject to approval by the Grantee.

(2) Subject to the notice and the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor may construct one (1) pool service building (hereinafter "**Pool Service Building**"). All plans for the Pool Service Building construction and any alteration plans must be submitted to Grantee in accordance with **Paragraph 8**. Plans must include the proposed size, location, orientation on the site, massing, footprint, design, color, and materials to be used. Additionally, the Pool Service Building shall be no more than one story, no larger than 200 square feet, with all utility service located underground. The materials and design of the Pool Service Building shall be reasonably consistent with the materials and design of the Historic Buildings existing on the Property as of the date hereof. Design criteria shall be consistent with new construction guidelines as set forth in the Secretary's Standards to establish compatibility of design and color, consistent massing in relation to the Historic Buildings at the Property, and differentiation therefrom for purposes of dating the Pool Service Building. Vinyl and aluminum siding are expressly prohibited as cladding for the Pool Service Building.

(3) Subject to the notice and the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor may demolish the Gardener's Cottage and construct one (1) new single-family residential house (hereinafter "**New House**") provided, however, the New House may only be located in the footprint of the Gardener's Cottage. All plans for the demolition of the Gardener's Cottage and construction of the New House, as well as any proposed plan alterations, must be submitted to Grantee in accordance with **Paragraph 8**. Plans must including the proposed size, orientation on the site, massing, footprint, design, color, and materials to be used. Additionally, the New House shall be no larger than 2500 square feet of living space (exclusive of basement space) and two stories in height above grade or if single story then not to exceed 1500 square feet. All utility services shall be located underground. The materials and design of the New House shall be reasonably consistent with the materials and design of the Historic Buildings existing on the Property as of the date hereof. Design criteria shall be consistent with new construction guidelines as set forth in the Secretary's Standards to establish compatibility of design and color, consistent massing in relation to the Historic Buildings at the Property, and differentiation therefrom for purposes of dating the New House. Vinyl and aluminum siding are expressly prohibited as cladding for the New House.

(4) Subject to the notice and the prior express written permission of Grantee in accordance with the provisions of **Paragraph 8**, signed by a duly authorized representative thereof, Grantor may demolish the Gardener's Garage and construct one (1) new

unattached accessory garage (hereinafter “**New Garage**”) provided, however, the New Garage may only be located in the footprint of the Gardener’s Garage. All plans for the demolition of the Gardener’s Garage and construction of the New Garage, as well as any proposed plan alterations, must be submitted to Grantee in accordance with **Paragraph 8**. Plans must include the proposed size, orientation on the site, massing, footprint, design, color, and materials to be used. Additionally, the New Garage shall be one story, no greater than 600 square feet, and no larger than necessary to accommodate two (2) automotive vehicles. All utility services shall be located underground. The materials and design of the New Garage shall be reasonably consistent with the materials and design of the Historic Buildings existing on the Property as of the date hereof. Design criteria shall be consistent with new construction guidelines as set forth in the Secretary’s Standards to establish compatibility of design and color, consistent massing in relation to the Historic Buildings at the Property, and differentiation therefrom for purposes of dating the New Garage. Vinyl and aluminum siding are expressly prohibited as cladding for the New Garage.

(5) Grantor and Grantee agree that the demolition of the Gardener’s Cottage and the Gardener’s Garage is not a matter to be undertaken without careful consideration. If Grantor demolishes the Gardener’s Cottage or the Gardener’s Garage pursuant to **Paragraphs 5(d)(iii)(3) and 5(d)(iii)(4)** and fails to complete construction of a New House or a New Garage within two (2) years from date of demolition, Grantor will be deemed to have relinquished its right to construct the New House or the New Garage pursuant to **Paragraphs 5(d)(iii)(3) and 5(d)(iii)(4)** and **Paragraphs 5(d)(iii)(3) and 5(d)(iii)(4)** shall no longer be in force and effect. Demolition of the Gardener’s Cottage or the Gardener’s Garage without prior approval of the Grantee pursuant to **Paragraph 8** will be deemed a material breach of this Easement.

(6) Upon completion of any new construction, installation or alteration contemplated under **Paragraph 5(d)**, Grantor shall notify Grantee so Grantee may supplement the Baseline Report. Upon completion of such supplement to the Baseline Report, Grantor and Grantee shall sign an acknowledgement of its accuracy and completeness in documenting the status of the Property. Grantor may relinquish its rights to construct the Pool Service Building, the New House, and/or the New Garage at any time and such relinquishments may be recorded as an amendment to this Easement according to the provision of **Paragraph 15**.

(7) Subject to the notice and approval provisions of **Paragraph 8**, Grantor may reconstruct, upon casualty, in their same location the Pool Service Building, the New House and/or the New Garage subject to the same terms and conditions set forth in **Paragraphs 5(d)(iii)(2), 5(d)(iii)(3), and 5(d)(iii)(4)**. Reconstruction is required to be completed within two (2) years from the date of casualty. Grantor shall remove or cause the removal of any damaged or destroyed portions of the structures as soon as practical to protect the Historic Preservation and Conservation Values of the Property.

(e) **Topography, Water, and Mineral Resources.**

(i) The mining or extraction from the Property of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method of surface or subsurface

mining, is prohibited.

(ii) No material topographical changes, including but not limited to excavation or road construction, shall occur on the Property; provided, however, that Grantor may, (a) with the prior written approval from and in the sole discretion of Grantee, make such topographical changes as are consistent with and reasonably necessary to promote the Historic Preservation and Conservation purposes of this Easement, or (b) with the prior written approval from Grantee, make such changes as are reasonably necessary as part of construction permitted under **Paragraph 5(d)** hereof.

(iii) The diking, draining, filling or alteration of any intermittent streams or creeks on the Property is prohibited.

(iv) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of any surface or subsurface waters is prohibited.

(f) **Utilities.**

(i) Constructing, placing, or maintaining any building, transmission or receiving tower (including for cellular telecommunications) for public or private utilities or energy facility, or other temporary or permanent structure related thereto, above, or below the Property is prohibited.

(ii) No new above ground utility transmission lines may be created, placed, erected, or maintained on the Property except for utility easements already recorded as of the date hereof. Any new utilities reasonably necessary for the Historic Buildings, Supporting Structures, or New Construction permitted in **Paragraph 5(d)**, if any, shall be underground.

(g) **Signs.**

(i) No signs, billboards, or other advertisements shall be displayed or placed on the Property without the prior approval of Grantee; provided, however, Grantor may, without the prior express written approval of Grantee, (i) erect such signs as are appropriate to identify the historic nature of the Property; (ii) erect or display a sign stating solely the address, occupants, or name of the Property; (iii) display temporary signs to advertise the Property for sale or rent, and (iv) advertise an activity permitted by this Easement or to post the Property against trespassers provided that the placement, number and design of such signs shall not significantly diminish the scenic character of the Property.

(ii) Grantor may provide and maintain plaque(s) on the Facades of the Historic Buildings, with the prior approval of Grantee, which plaque(s) shall not exceed 12 inches by 12 inches in size, giving the notice of the significance of the Historic Buildings or the Property and the existence of this perpetual Easement.

(h) **Waste Disposal, Environmental Contamination, and Hazardous Materials.**

(i) The installation of underground storage tanks, or the placing, filling,

storing, processing, dumping, or other disposal on the Property of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such substance, whether or not generated on the Property is prohibited, however, this shall not prevent the temporary storage of fuel necessary for the operation of lawn maintenance equipment so long as it is done in accordance with all applicable governmental laws and regulations.

(ii) As permitted by law and in compliance with all applicable governmental regulation, Grantor retains the right to compost or store vegetative waste generated by permitted activities and uses on the Property and the right to store for removal at reasonable intervals normal and customary household waste generated on the Property by permitted activities and uses.

(i) **Casualty, Damage, and Reconstruction to the Property.**

(i) Casualty Damage or Destruction. In the event that the Property or any part thereof shall be damaged or destroyed by casualty, Grantor shall notify Grantee in writing within twenty-one (21) days of the damage or destruction, such notification shall include what, if any, emergency work has already been completed. For the purposes of this Easement, the term "casualty" is defined as such sudden damage or loss as would qualify for a loss deduction pursuant to Section 165(c)(3) of the Internal Revenue Code (construed without regard to the legal status, trade or business of Grantor or any applicable dollar limitation). No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by Grantor without express written consent of the Grantee. Within ninety (90) days of the date of damage or destruction, Grantor shall submit to the Grantee a written report prepared by a qualified restoration architect, licensed engineer, certified arborist, or certified landscape architect, if required, acceptable to Grantor and Grantee, which shall include the following:

- (1) an assessment of the nature and extent of damage;
- (2) a determination of the feasibility of the restoration of the Property and/or reconstruction of damaged or destroyed portions of the Property; and
- (3) a report of such restoration/reconstruction work necessary to return the Property substantially to the condition existing immediately prior to the casualty.

If in the opinion of the Grantee, after reviewing such report, the purpose and intent of the Easement will be served by such restoration/reconstruction, Grantor shall within eighteen (18) months after the date of such damage or destruction complete the restoration/reconstruction of the Property in accordance with the plans and specifications approved by the Grantee, at a cost not to exceed the total amount of casualty insurance proceeds, including deductible.

(ii) Grantee's Remedies Following Casualty Damage. The foregoing notwithstanding, in the event of damage resulting from casualty, as defined in Paragraph 5(i)(i), which is of such magnitude and extent to render repairs or reconstruction of the Property impossible using all applicable insurance proceeds, as determined by Grantee by reference to bona fide cost estimates, then the following shall apply:

(1) Grantor may elect to reconstruct the Property using insurance proceeds, donations or other funds received or contributed by Grantor on account of such casualty; or

(2) Grantee may elect to modify or amend this Easement to partially extinguish it pursuant to **Paragraph 14**, and the Grantee shall execute and deliver to Grantor acknowledged evidence of such fact suitable for recording in the Office of the Clerk of Jefferson County, Kentucky.

(iii) Review After Casualty Loss. If in the opinion of Grantor and Grantee, restoration/ reconstruction would not serve the purpose and intent of the Easement, then the Grantor shall continue to comply with the provisions of the Easement, but, with the prior written consent of Grantee, Grantor may alter, demolish, remove or raze such Property affected by the casualty (in which event the provisions of **Paragraph 5(i)(ii)(2)** with respect to Grantee shall become applicable), and/or may construct a building on the Property in the same location as the demolished Property to serve the same purpose as the demolished Property; provided, however, the placement, elevation and square footage of any new structure shall be subject to prior written approval of Grantee.

(j) **Title, Liens, Mortgages, Leases.**

(i) **Mortgages**. This Easement is expressly made subject to all easements, restrictions, stipulations, and other matters of record as of the date this Easement is recorded; provided, however, that any mortgage of record on the Property as of the date hereof shall be subordinated to this Easement as provided for in **Paragraph 24** hereof.

(ii) **Leases**. Grantor retains the right to lease or grant other less-than-fee interest in all or a portion of the Property for any use permitted to the Grantor under this Easement, provided that such lease or other interest is consistent with and subject to the terms of this Easement.

(k) **General Restrictions**

(i) The Property shall be used only for purposes consistent with the historic preservation and conservation purposes of this Easement.

(ii) Any unanticipated activity or use or misuse of the Property which would impair its Historic Preservation and Conservation Values is prohibited. Whether an unanticipated activity would impair the Historic Preservation and Conservation Values shall be determined by Grantee in its sole discretion. If an unanticipated activity is necessary for the protection of the Historic Preservation and Conservation Values that are the subject of this Easement, as determined by Grantee in its sole discretion, such use or activity shall be subject to the prior approval of Grantee as provided in **Paragraph 8** below.

6. Reserved Rights. Grantor, its personal representatives, heirs, successors, and assigns, shall have all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited or limited by government statute or regulation, not expressly prohibited by this Easement, and not

inconsistent with the purpose of this Easement (hereinafter the “**Reserved Rights**”). Subject to the terms of **Paragraph 5**, the Grantor retains the right to perform any act not expressly prohibited or limited by this Easement. These ownership rights include, but are not limited to, the right to privacy, the right to exclude any member of the public from trespassing on the Property, and the right to sell, lease, devise or otherwise transfer the Property to anyone Grantor may choose.

7. Standards for Review. In exercising any authority created by the Easement to inspect the Property; to review any construction, alteration, repair or maintenance of the Property; or to review casualty damage or to reconstruct or approve reconstruction of the Property following casualty damage, Grantee shall apply the Secretary’s Standards and the Secretary’s Landscape Standards, which ever may be applicable, issued and as may be amended from time to time by the Secretary of the United States Department of the Interior.

8. Notice and Approval.

(a) The purpose of requiring Grantor to secure Grantee’s approval or to notify Grantee prior to undertaking certain permitted activities, as provide in this **Paragraph 8**, is to afford the Grantee an adequate opportunity to review, approve, or deny requests and/or monitor the activities in question (as the case may be) to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever the consent, approval or permission of Grantee is required hereunder, Grantor shall give written notice of any request to Grantee not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. For purposes of any activity requiring notice and approval of Grantee and also requiring Grantor’s application to any governmental authority (other than the Grantee) for approval or permits, Grantor shall give written notice to Grantee not less than sixty (60) days prior to the date Grantor intends to file such application to the applicable governmental authority. Filing an application for governmental approval prior to obtaining Grantee’s approval shall be deemed a material breach of this Easement. The notice to Grantee shall contain precise details of the action that Grantor proposes, including nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

(b) Grantee’s Approval or Withholding of Approval. Grantee shall respond to any such request within sixty (60) days from receipt of the request from Grantor. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity the reasons therefore, and the conditions, if any, on which approval might otherwise be given. Grantee reserves the right to notify Grantor in writing within the above-described sixty-day period of Grantee’s need for reasonable additional time and reasonable additional information to review the subject request.

(c) Breach. Failure to secure such approval or give such notice as may be required under this **Paragraph 8** shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle Grantee to such rights and remedies as may be available under **Paragraph 9**.

(d) Expiration. Any approval issued by Grantee shall expire upon the date that is one

year from the date such approval is granted or deemed to have been granted, unless otherwise extended in writing by the Grantee.

9. Grantee's Remedies. Grantee shall have the following legal remedies to correct any material violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law:

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

(b) Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may institute an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, or threatened violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury or seek appropriate damages if restoration is not practical or possible. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder. In the event that Grantee seeks injunctive or other equitable relief, Grantee shall not be required to post bond.

(c) Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Historic Preservation and Conservation Values protected by this Easement, including, without limitation, damages for the loss of historic, architectural, landscape, and cultural features and natural, scenic, forested, and open-spaced qualities. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(d) Emergency Enforcement. If Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Historic Preservation and Conservation Values of the Property, Grantee may pursue its remedies under this Paragraph 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.

(e) Scope of Relief. Grantee's rights under this Paragraph 9 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 9(b), both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's

remedies described in this **Paragraph 9** shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) Costs of Enforcement. To the extent permitted by law, all reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

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

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

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

10. Evidence of Compliance/Estoppel Certificates. Upon written request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor a written document setting forth, to the to the best of Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in this Easement or if Grantor is not in compliance with the Easement, stating the nature of such noncompliance and the steps necessary to correct such noncompliance, to the extent of Grantee's knowledge thereof. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefore.

11. Insurance. Grantor shall keep the Property insured by an insurance company or companies licensed to transact business in Kentucky rated "A+" or better by A.M. Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death, and property damage of a type and in such amounts as would, in the opinion of Grantee, normally be carried on property such as the Property protected by a Historic Preservation and Conservation Easement. Property damage insurance shall be in form and amount sufficient to replace fully the damaged Property without cost or expense to Grantor or

contribution or coinsurance from Grantor. Grantor shall deliver to Grantee, upon reasonable written request, certificate of such insurance coverage. Whenever the Property is encumbered with a mortgage or deed of trust, nothing contained in **Paragraph 11** shall affect the prior claim, if any, of the mortgagee to the insurance proceeds available from policies required hereunder.

12. Costs, Liabilities, Taxes, and Environmental Compliance.

(a) Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

(b) Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and upon reasonable written request shall furnish Grantee with satisfactory evidence of payment upon request.

(c) Representations and Warranties. Excepting all rights, restrictions, warranties, obligations, conditions, and encumbrances of any nature set forth in Tunnel Right-of-Way and any actions, whether direct or indirect, omissions, or other occurrences occurring on or about the Property necessitated by or permitted under the Tunnel Right-of-Way, Grantor represents and warrants in all other respects, that after reasonable investigation and to the best of its knowledge:

(i) Grantor is owner of the Property in fee simple, and as such, Grantor has access to the Property and has good right to convey to Grantee this Easement and Grantee shall have the use of and enjoy all the benefit derived from and rising out of this Easement;

(ii) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(iii) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(iv) Grantor and the Property are in compliance with all federal, state, and local environmental laws, regulations, and requirements applicable to the Property and its use.

(v) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property;

(vi) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders; and

(vii) There are no outstanding surface or subsurface mineral rights associated with the Property.

(d) Remediation. Excluding any events which may occur that are directly or indirectly related to the Tunnel Right-of-Way, if at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case the Grantee shall be responsible therefore.

(e) Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, including the Tunnel Right-of-Way, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") and Kentucky Revised Statutes §224.01-010 et seq.

13. Indemnification. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its respective members, directors, officers, employees, agents, and contractors and its heirs, personal representatives, successors, and assigns (collectively "**Indemnified Parties**"), to the extent permitted by law, from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and Kentucky Revised Statutes §224.01-010 et seq., by any person, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way

harmful or threatening to human health or the environment unless caused by the negligence of one or more of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of **Paragraphs 12(a) through 12(e)**.

Nothing contained in this **Paragraph 13** or any other section of this Easement shall be construed as a waiver of any sovereign immunity by Grantor and Grantee. As long as the Grantor remains Kentucky Transportation Cabinet, and the Grantee remains the Kentucky Heritage Council, no part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted to the Grantor and the Grantee, as agencies of the Commonwealth of Kentucky, under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment. Any claims for negligence against either the Grantor or Grantee, as agencies of the Commonwealth of Kentucky, shall be brought in accordance with KRS 44.070 *et. seq.*

14. Stipulated Value; Extinguishment and Condemnation.

(a) Stipulated Value of Grantee's Interest. Grantor acknowledges that upon execution and recording of the Easement, Grantee shall be immediately vested with a real property interest in the Property and Grantor and Grantee agree that such interest shall have a stipulated fair market value as determined in the Qualified Appraisal provide to Grantee pursuant to **Paragraph 26**.

(b) Change in Economic Conditions. The fact that any use of the Property that is expressly prohibited by the terms hereof may become more economically valuable than uses permitted by the terms hereof, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by the terms of this Easement, has been considered by Grantor in granting this Easement. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to **Paragraph 14(c)** hereof. In addition, the inability of Grantor, its successor, or its assigns to conduct or implement any or all of the use permitted under the terms of this Easement or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to **Paragraph 14(c)** hereof.

(c) Extinguishment. Grantor and Grantee hereby recognize that an unexpected change in the condition of the Property may make impossible the continued ownership or use of the Property for Historic Preservation and Conservation purposes and necessitate the extinguishment of this Easement. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, extinguishment must comply with the following requirements:

(i) The extinguishment must be the result of a final judicial proceeding with a finding that this Easement has failed as to its essential purpose;

(ii) Grantee shall be entitled to share in the net proceeds resulting from the extinguishment in an amount equal to the percentage interest of the fair market value of the

Grantee's interest in the Property created pursuant to this Easement, which percentage interest shall be determined by the ratio of the fair market value of the Easement on the date of this grant to the fair market value of the Property, without deduction for the fair market value of the Easement, on the date of this grant as determined in the Qualified Appraisal. The parties have included the ratio of those values with the Baseline Report (by including therein a copy of the Qualified Appraisal) of the Property (on file at the Grantee's office). For the purposes of this **Paragraph 14(c)(ii)**, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Property thereby determinable shall remain constant.

(d) **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their respective interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the respective amount recovered by each. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in **Paragraph 14(c)(ii)**. Nothing contained herein shall preclude the parties from negotiating a transfer of less than fee interest in the Property in lieu of condemnation, if in the reasonable discretion of Grantor and Grantee, such negotiation shall be in the best interest of the parties and not jeopardize the Historic Preservation and Conservation Values sought to be protected under this Easement.

(e) **Use of Proceeds.** Grantee agrees to apply any proceeds received from or following the extinguishment of the Easement in a manner consistent with its preservation goals and statutory purposes, which are exemplified by this Easement, for the benefit of the people of the Commonwealth of Kentucky.

(f) **Net Proceeds.** Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Property after extinguishment, but shall specifically exclude any preferential claim of a Mortgagee under **Paragraph 24**; provided, however, notwithstanding **Paragraph 24**, no mortgagee shall be entitled to receive any portion of the net proceeds to which Grantee is entitled pursuant to **Paragraph 14(c)(ii)** hereof.

(g) In the event of extinguishment, the Grantee's right to any portion of net proceeds shall survive extinguishment until paid and shall constitute a lien on the Property with the same effect and priority as a mechanic's lien, except that such lien shall not have priority over the lien of any mortgage or deed of trust given in connection the Property and recorded prior to subject extinguishment.

15. **Amendment.**

(a) For purposes of furthering the historic preservation and conservation of the Property and furthering the purposes of this Easement, and to meet changing conditions, Grantor and Grantee may agree to amend jointly the terms of this Easement in writing without notice to

any other party; provided however that no such amendment shall: (i) limit the perpetual duration of this Easement, (ii) interfere with the historic preservation and conservation purposes of this Easement, or (iii) adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including the laws of the Commonwealth of Kentucky, or (iv) permit any private inurement or private benefit to any person or entity, or (v) adversely affect the Property's Historic Preservation and Conservation Values protected by this Easement. Any such amendment shall be recorded in the Office of the Clerk of Jefferson County, Kentucky.

(b) Amendment to historic preservation and conservation easements is extraordinary. Any request by Grantor to amend this Easement shall be subject to the standards and restrictions as outlined in **Paragraph 15(a)** above. Grantor shall make such request for amendment in writing to Grantee, which notice shall contain precise details of the amendment that Grantor proposes. Grantee shall make reasonable efforts to respond in writing to any such request within thirty (30) days from receipt of the request from Grantor, which response may be to grant or deny approval of the request, or specify that Grantee is still reviewing the request. Grantor shall pay all reasonable attorneys' fees and expenses incurred by Grantee in connection with the review, negotiations, and consummation of such request and/or the resulting amendment if any, including but not limited to recording fees and the cost of supplementing the Baseline Report.

16. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any part of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this **Paragraph 16** shall not impair the validity of this Easement or limit its enforceability in any way.

17. Assignment. This Easement is transferable (by assignment or otherwise), but Grantee may transfer its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer authorized to acquire and hold historic preservation and conservation easements under Kentucky Revised Statutes §382.800 through §382.860 (or any successor provision then applicable) or the laws of the United States. As a condition of such transfer, the transferring Grantee shall require that the historic preservation and conservation purposes that this Easement is intended to advance continues to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment. The failure of the Grantee to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Easement or limit its enforceability in any way.

18. Recording. Immediately upon execution of the Easement, Grantee shall record this instrument in the land records of the Office of the Clerk of Jefferson County, Kentucky, and may re-record it at any time as may be required to preserve its rights in this Easement. Grantor and Grantee intend the restrictions arising under this Easement to take effect on the date this instrument is executed by the Grantor.

19. Notice from Government Authorities. Within fourteen (14) days or receipt by Grantor, Grantor shall deliver to Grantee copies of any notice of default or demand letters received by Grantor from any duly authorized governmental authority which if not complied with could

result in a lien on the Property. Upon receipt of written request from Grantee, Grantor shall promptly furnish such Grantee with evidence of Grantor's compliance with such notice or demand letter where compliance is required by law.

20. Notice of Proposed Sale. Grantor shall notify Grantee in writing of any proposed sale or other title transfer of the Property within five (5) days of entering into a written contract for the proposed sale or other title transfer, and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners at least ten (10) days prior to transfer of title or sale closing.

21. Existing Liens. Grantor warrants that to the best of its knowledge and belief there are not liens on the Property. Grantor shall immediately cause to be satisfied or released any lien or claim of lien that may hereafter come to exist against the Property which would have priority over any of the rights, title, or interest hereunder of Grantee; provide, however, Grantor may contest in good faith the assertion of any tax lien, mechanics' lien, or other lien on the Property through any administrative or judicial remedies available to Grantor, but Grantor shall promptly satisfy any such lien finally adjudged to be valid.

22. 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.

23. Leases. In the event that all or any portion of the Property is leased by Grantor, Grantor shall submit a copy of this Easement to any such tenant and shall obtain from such tenant written acknowledgment that the lease or any future legal agreement between Grantor and such tenant is and shall be subordinate and subject to the terms of this Easement.

24. Subordination of Mortgages. With the exception of the Tunnel Right-of-Way, Grantor warrants that at the time of the conveyance of this Easement the Property is not subject to or otherwise encumbered by any mortgage, lien, condition, option, lease easement or other interest of any other party that may give rise to any right of defeasance, foreclosure, or extinguishment affecting the Grantee's rights under this Easement. Grantor and Grantee agree that Grantor, its successors and assigns, have the right to use all or any part of the Property as collateral to secure repayment of debt, subject to the terms of this Paragraph 24. Grantor and Grantee agree that all mortgages and rights in the Property of all mortgagees shall be subject and subordinate at all times to the rights of Grantee to enforce the purposes of this Easement.

Upon request, Grantee agrees to subordinate its rights under this Easement to the valid claims of any future mortgage holder or beneficiaries of deeds of trust to the proceeds of any sale, condemnation, proceedings, or insurance involving the Property, or to the lease, rents, and profits thereof, and likewise to subordinate its rights under any lien that may be created by Grantee's exercise of any of its rights under this Easement after the date of such subordination; provided that any such mortgage or deed of trust shall remain subordinated and junior to the Easement to the extent necessary to permit Grantee to enforce the purpose of this Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of such mortgage holder or trust deed beneficiary; and provided further that, in the unlikely event this Easement is terminated under the circumstances described in Paragraph 14,

Grantee shall be entitled to compensation in accordance with the terms of **Paragraph 14**. Grantee agrees to execute any documents required to effect a subordination pursuant to this **Paragraph 24**.

25. Written Notices. Any notice, demand, request, consent, approval, or communication which either Grantor or Grantee may desire or be required to give to the other shall be in writing and shall be personally delivered; or sent by United States certified mail, postage prepaid, return receipt requested; or sent by overnight nationwide commercial courier addressed to the parties as follows:

To Grantor: Kentucky Transportation Cabinet
Office of Legal Services
200 Mero Street
Frankfort, Kentucky 40622
Attn: Executive Director

To Grantee: Kentucky Heritage Council
300 Washington Street
Frankfort, Kentucky 40601
Attn: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other. Mailed notices shall not be deemed given or served until three (3) business days after the date of mailing thereof or, if delivery is by nationwide commercial courier, service of notice shall be deemed given one business day after the date of delivery thereof to said courier.

26. Qualified Appraisal. For purposes of this Easement, the term "Qualified Appraisal" shall mean an appraisal of the fair market value of this Easement conducted by an appraiser who is deemed acceptable by the Grantee and who has earned an appraisal designation from a recognized professional appraiser organization or has otherwise met an equivalent minimum education and experience requirements and regularly performs appraisals for which the individual receives compensation. Grantor shall provide Grantee a copy of the Qualified Appraisal of the fair market value of the Easement, and the Qualified Appraisal shall be included in the Baseline Report.

27. Grantee's Covenants. Grantee hereby warrants and covenants that:

(a) Qualified Organization. Grantee is a qualified holder of this easement pursuant to KRS 382.800 (2) (a) and KRS 177.090. If the status of Grantee shall cease to be a qualified holder, then it shall promptly select another qualified organization approved by Grantor, and transfer all of its rights and obligations under this Easement to such other qualified organization.

(b) Standard of Care. Grantee shall exercise reasonable judgment and care in performing its respective obligations and in exercising its respective rights under the terms of the Easement.

(c) Merger. The Grantor and Grantee agree that the terms of this Easement shall survive any merger of the fee and easement interests in the Property. If Grantee shall at any time in the future become the fee simple owner of the Property, then that Grantee for itself, its successors and assigns, covenants and agrees that it will create a new historic preservation and conservation easement containing the same restrictions and provisions as are contained herein, and convey such easement to a similar unit of federal, state or local government, or a local, state or national organization whose purposes, inter alia are to promote historic preservation or conservation of natural, scenic, historical, cultural, architectural, natural, scenic, forested, and open-space and which is a qualified holder pursuant to KRS 382.800 (2)(a).

28. Interpretation and Enforcement.

(a) Governing Law. The laws of the Commonwealth of Kentucky shall govern the interpretation and performance of this Easement.

(b) Construction. Any rule of strict construction designed to limit the breadth of restriction on alienation or use of property shall not apply in the construction or interpretation of this Easement and this Easement shall be interpreted broadly to effect its Historic Preservation and Conservation purposes and the transfer of rights and the restrictions on use herein contained, as provide in the Act. The rule of construction resolving ambiguities against the drafting party shall not be employed in the interpretation of this Easement.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of Grantor and Grantee. Any prior or simultaneous discussions, correspondence, negotiations, understandings, or agreements are null and void upon execution hereof unless set out in this Easement.

(e) Enforceability. This Easement is made pursuant to the Act, but the invalidity of such statute 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 respective successors, heirs, and assigns in perpetuity to each term of this Easement whether this Easement be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto. This Easement may be re-recorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this Easement or any part thereof. The invalidity or unenforceability of any provision of this Easement shall not affect the validity or enforceability of any other provision of this Easement or any ancillary or supplementary agreement relating to the subject matter hereof.

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

(g) Successors and Assigns: Runs with the Land. The obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Property. The provisions contained in this Easement shall be inserted by Grantor, verbatim

or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof.

This Easement shall extend to and be binding upon Grantor, its respective successors in interest and all persons hereafter claiming under or through Grantor, and the word "Grantor" when used herein shall include all such persons, whether or not such persons have signed this instrument or have an interest in the Property on the date hereof. Anything contained herein to the contrary notwithstanding, a person shall have no obligation pursuant to this Easement where such person shall cease to have any interest (present, partial, contingent, collateral or future) in the Property by reason of a bona fide transfer. Any right, title, or interest herein granted to Grantee shall also 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 successor and assigns.

(h) Public Access. Nothing contained in this instrument grants, nor shall be interpreted to grant, to the public any right to enter on to the Property.

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

(j) Conflict with Laws. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any law, regulation, ordinance, code or requirement relating to building materials, construction method, zoning or use of the Property. In the event of any conflict between any such ordinance, code or regulation and the terms hereof, Grantor 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.

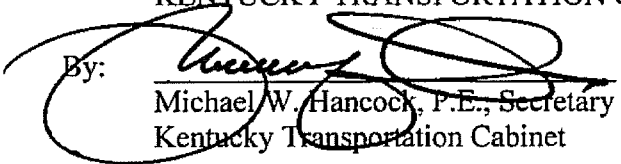
(k) Grantor hereby acknowledges that any development right retained by Grantor under the terms of this Easement may be subject to the review and approval of governmental authorities and this Easement does not obviate Grantor's legal obligation to obtain federal, state, or local authorizations required by law for the exercise of any development rights retained by Grantor. Grantee makes no representation of whether the exercise of any development right is permissible under applicable laws, statutes, ordinances, or regulations.

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 above written.

ACKNOWLEDGMENT OF CONDITION

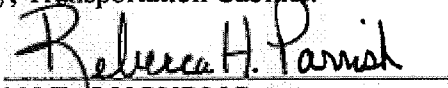
Grantor, Kentucky Transportation Cabinet, and Grantee, Kentucky Heritage Council, agree that in substance the following historic resources inventory, "Baseline Documentation Report," is an objective, though non-exclusive, representation of the Property known as the Drumanard at 6401 Wolf Pen Branch Road, Louisville, Jefferson County, Kentucky, at the time of the donation of this preservation and conservation easement and documents some of the historic, cultural, architectural, and other characteristics of the Property, in its current use and state of improvement.

GRANTOR:
KENTUCKY TRANSPORTATION CABINET

By: 
Michael W. Hancock, P.E., Secretary
Kentucky Transportation Cabinet

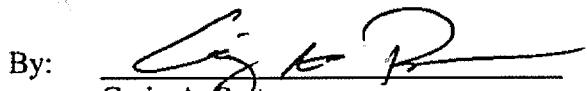
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 29th day of January, 2014, by Michael W. Hancock, P.E., whose title is Secretary, Kentucky Transportation Cabinet, on behalf of the Commonwealth of Kentucky, Transportation Cabinet.


NOTARY PUBLIC
7-10-14 ID 422895


My Commission Expires:

GRANTEE:
COMMONWEALTH OF KENTUCKY, FOR THE
USE AND BENEFIT OF THE KENTUCKY
HERITAGE COUNCIL

By: 
Craig A. Potts
Executive Director,
Kentucky Heritage Council

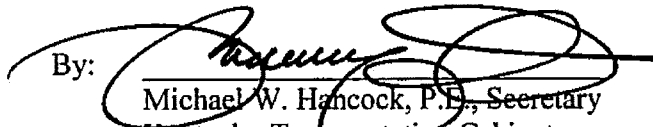
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 6th day of December, 2013, by Craig A. Potts, whose title is Executive Director, of the Kentucky Heritage Council, of the Commonwealth of Kentucky, for the use and benefit of the Kentucky Heritage Council, a political subdivision of the Commonwealth of Kentucky created by Kentucky Revised Statute §171.381.


NOTARY PUBLIC
April 7, 2015


My Commission Expires:

GRANTOR:
KENTUCKY TRANSPORTATION CABINET

By: 
Michael W. Hancock, P.E., Secretary
Kentucky Transportation Cabinet

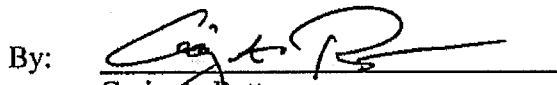
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 29th day of January, 2014, by Michael W. Hancock, P.E., whose title is Secretary, Kentucky Transportation Cabinet, on behalf of the Commonwealth of Kentucky, Transportation Cabinet.


NOTARY PUBLIC

My Commission Expires: 7-10-14 ID 422895

GRANTEE:
COMMONWEALTH OF KENTUCKY, FOR THE
USE AND BENEFIT OF THE KENTUCKY
HERITAGE COUNCIL

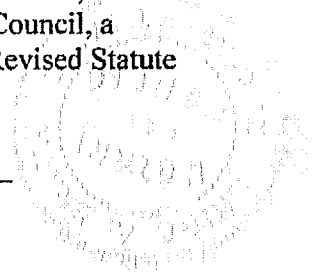
By: 
Craig A. Potts
Executive Director,
Kentucky Heritage Council

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 6th day of December, 2013, by Craig A. Potts, whose title is Executive Director, of the Kentucky Heritage Council, of the Commonwealth of Kentucky, for the use and benefit of the Kentucky Heritage Council, a political subdivision of the Commonwealth of Kentucky created by Kentucky Revised Statute §171.381.


NOTARY PUBLIC


My Commission Expires: April 7, 2015

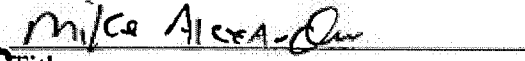


**COMMONWEALTH OF KENTUCKY
OFFICE OF THE GOVERNOR**

Easement accepted and approved:

Approved as to form and legality:

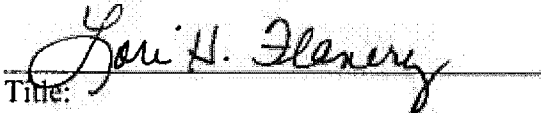

Steven L. Beshear, Governor
Commonwealth of Kentucky



Title:
Office of the Governor

KENTUCKY FINANCE AND ADMINISTRATION CABINET

Easement accepted and approved:

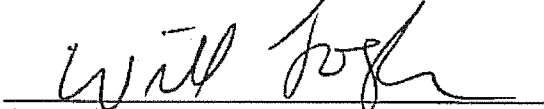
Approved as to form and legality:


Title:
Finance and Administration Cabinet

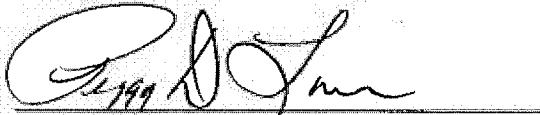

Title:
Finance and Administration Cabinet

KENTUCKY TRANSPORTATION CABINET

Approved as to form and legality:


General Counsel
Kentucky Transportation Cabinet

This instrument was prepared by:


Peggy D. Guier
Staff Attorney
Kentucky Heritage Council
300 Washington Street
Frankfort, KY 40601
(502)564-7005

Schedule of Exhibits:

Exhibit A: Source Deed

Exhibit B: Plat of Survey

Exhibit C: Baseline Documentation Report

Exhibit A
Source Deed

SPECIAL WARRANTY DEED

THIS DEED made and entered into this 30TH day of April, 2012 by and between SOTERION CORPORATION, an Indiana corporation, operating in and licensed to do business in the Commonwealth of Kentucky, 6401 Wolf Pen Branch Road, Prospect, Kentucky 40059, Grantor, (the state and county tax bill for the aforesaid calendar year may be sent to 6401 Wolf Pen Branch Road, Prospect, Kentucky 40059) and the COMMONWEALTH OF KENTUCKY for the use and benefit of the TRANSPORTATION CABINET, Department of Highways, 200 Mero Street, Frankfort, Kentucky 40622, Grantee;

WITNESSETH:

NOW THEREFORE, for and in consideration of Eight Million Three Hundred Thousand Dollars (\$8,300,000.00), cash in hand paid, the receipt of which is hereby acknowledged, the Grantor has bargained and sold and does hereby sell, grant and convey to the Grantee, its successors and assigns forever, in fee simple with covenant of Special Warranty, the following described property and property rights located in Jefferson County, Kentucky, and being more particularly described as follows:

**Parcel 66, Tract A
Soterion Corporation
6401 Wolf Pen Branch Road
Fee Simple Acquisition**

TRACT I: BEGINNING at a hub at the intersection of the northeast line of Barbour Lane (formerly known as the Old Harrods Creek and Middletown Road) with the Northwesterly line of the tract of 22.54 acres conveyed to Jessie Clark Strater by deed dated October 7, 1902, and recorded in Deed Book 580, Page 352, in the Office of the Clerk of the County Court of Jefferson County, Kentucky; thence with said Northwesterly line North 34° 17' East 2340.81 feet to a steel post in the Southwest right of way line of U.S. Highway No. 42; thence in a Southeasterly direction with said line of said right of way 2080.85 feet, more or less, to a hub in said right of way line 25 feet, more or less, North of the center line of a branch; thence Southwardly with said line of said right of way 25 feet, more or less, to the center line of said branch; thence in a Northwesterly direction with the meanders of the center line of said branch 550 feet,

more or less, to a point 50 feet Southeast of the Northwesterly line of the tract of 25 acres as conveyed to Jessie Strater Watson by deed dated April 2, 1927, and recorded in Deed Book 1268, Page 410, in the Office aforesaid; as measured along a line at right angles to said Northwesterly line, said point being 909 feet, more or less, Northeast of the Northeast line of Barbour Lane; thence in a Southwesterly direction along a line 50 feet Southeast of and parallel with the Northwest line of said 25 acre tract South 34° 16' West 909 feet, more or less, to the Northeast line of Barbour Lane; thence in a Northwesterly direction with the Northeasterly line of Barbour Lane 889 feet, more or less, to the beginning; containing 47 acres, more or less.

EXCEPTING THEREFROM so much of said property conveyed to the Commonwealth of Kentucky by deed dated November 15, 1965, recorded in Deed Book 4007, Page 410, in the aforesaid Clerk's Office.

ALSO EXCEPTING THEREFROM so much of said property as was quitclaimed and conveyed adjacent Shadow Wood Subdivision pursuant to a Boundary Line Agreement dated October 10, 1967, recorded in Deed Book 4149, Page 59, in the aforesaid Clerk's Office.

Being the same property identified as Tract I conveyed to Soterion Corporation by deed dated February 23, 2000, recorded in Deed Book 7405, Page 544, in the aforesaid Clerk's office; and being the remainder of the property conveyed to Mary Peabody Fitzhugh by deed dated November 1, 1963, recorded in Deed Book 3856, Page 456, in the aforesaid Clerk's Office.

TRACT II: Lying and being on the Northwesterly side of the U.S. Highway 42 and being more particularly described as follows:

BEING TRACT #1, consisting of 3.65 acres, as shown on the Minor Subdivision Plat attached to and made a part of deed dated July 8, 2006, and recorded in Deed Book 9579, Page 699, in the office of the County Clerk of Jefferson County, Kentucky.

Being part of the same property identified as Tract II conveyed to Soterion Corporation by deed dated February 23, 2000, recorded in Deed Book 7405, Page 544, in the aforesaid Clerk's office; and being all that remains of the property conveyed to Mary Peabody Fitzhugh by deed dated October 18, 1972, recorded in Deed Book 4568, Page 435, in the aforesaid Clerk's office.

The above described parcel contains 50.2 acres. It is the specific intention of the Grantor herein to convey the property described above in fee simple as part of an environmental commitment for the Louisville-Southern Indiana Ohio River Bridges Project.

It is understood between the parties hereto and made a covenant herein that the above-described property is being conveyed in fee simple, together with all improvements and fixtures situated thereon and all rights and privileges appurtenant thereto.

The Grantor further covenants that it is lawfully seized of the property hereby conveyed, with full right and power to convey same, and said property is free of all encumbrances except restrictions and easements of record and all real estate taxes due and payable in 2012, which said Grantor hereby promises and agrees to pay.

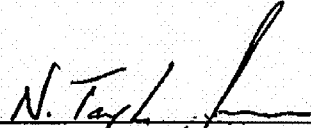
The above-described property is being acquired by the Grantee pursuant to a public highway improvement identified as the Louisville Bridges; Section Four-East End Bridge Approach Design Project, Item No. 5-732.20, State Project No. 13J7 JZ01 056 8364302R; NH 2653 (022). Said project was authorized by Transportation Cabinet Authorization No. 105923. Access on this project shall be fully controlled along Kentucky Highway 841 and the control of access on the remainder of the project shall be by permit, as required to be set forth in Section 6 of the Kentucky Administrative Regulations (603 KAR 5:120).

TO HAVE AND TO HOLD said property and property rights unto the Grantee, its successors and assigns, with all the rights and privileges thereunto belonging with covenant of Special Warranty.

IN TESTIMONY WHEREOF the Grantor has executed this Deed of Conveyance on this

30th day of April, 2012.

SOTERION CORPORATION


N. TAYLOR JONES, Vice-President
Soterion Corporation
6401 Wolf Pen Branch Road
Prospect, Kentucky 40059

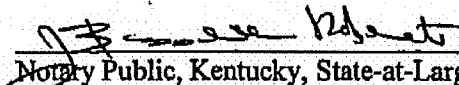
CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

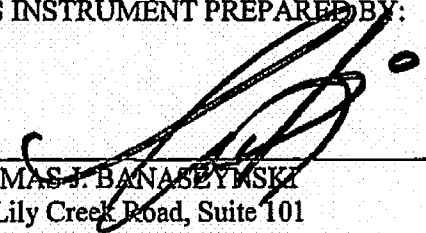
COUNTY OF JEFFERSON

I, the undersigned, certify that the foregoing Deed of Conveyance was produced before me in the aforesaid County and State and duly acknowledged and sworn to by N. Taylor Jones, Vice President, of Soterion Corporation, on behalf of Soterion Corporation, pursuant to corporate resolution adopted by the Board of Directors of Soterion Corporation on the 1st day of March, 2012, on this 3rd day of April, 2012.

My commission expires: July 23, 2012


Notary Public, Kentucky, State-at-Large

THIS INSTRUMENT PREPARED BY:


THOMAS J. BANASZYNSKI
802 Lily Creek Road, Suite 101
Louisville, Kentucky 40243
(502) 585-2100

PLEASE RETURN DEED TO:

Thomas J. Banaszynski
802 Lily Creek Road, Suite 101
Louisville, KY 40243

BANASZYNSKI\Lochner\2010\Deed\66 Deed Soterion.doc

END OF DOCUMENT

Document No.: DN2012061344
Lodged By: bardenwerper talbott
Recorded On: 05/01/2012 03:31:50
Total Fees: 8,320.00
Transfer Tax: 8,380.00
County Clerk: BOBBIE HOLSCLOW-JEFF CO KY
Deputy Clerk: JBLCAR

Exhibit B
Plat of Survey

"Exhibit Drawing"

Contributing Elements

Buildings:

- 1) Main House
- 2) Garage with Chauffeur's Apartment
- 3) Wellhouse
- 4) Gazebo
- 5) Gardener's Cottage
- 6) Gardener's Garage
- 7) Greenhouse

Structures:

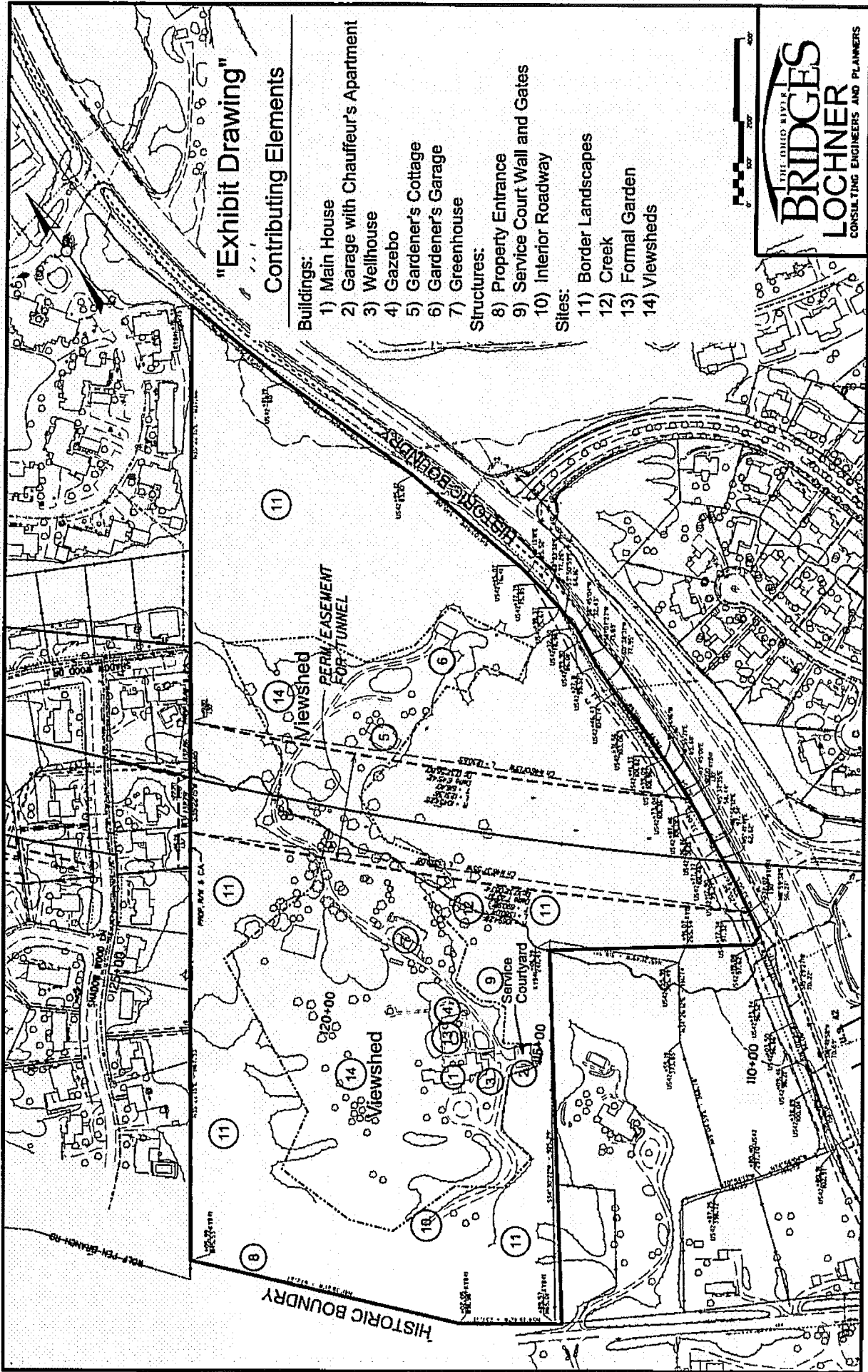
- 8) Property Entrance
- 9) Service Court Wall and Gates
- 10) Interior Roadway

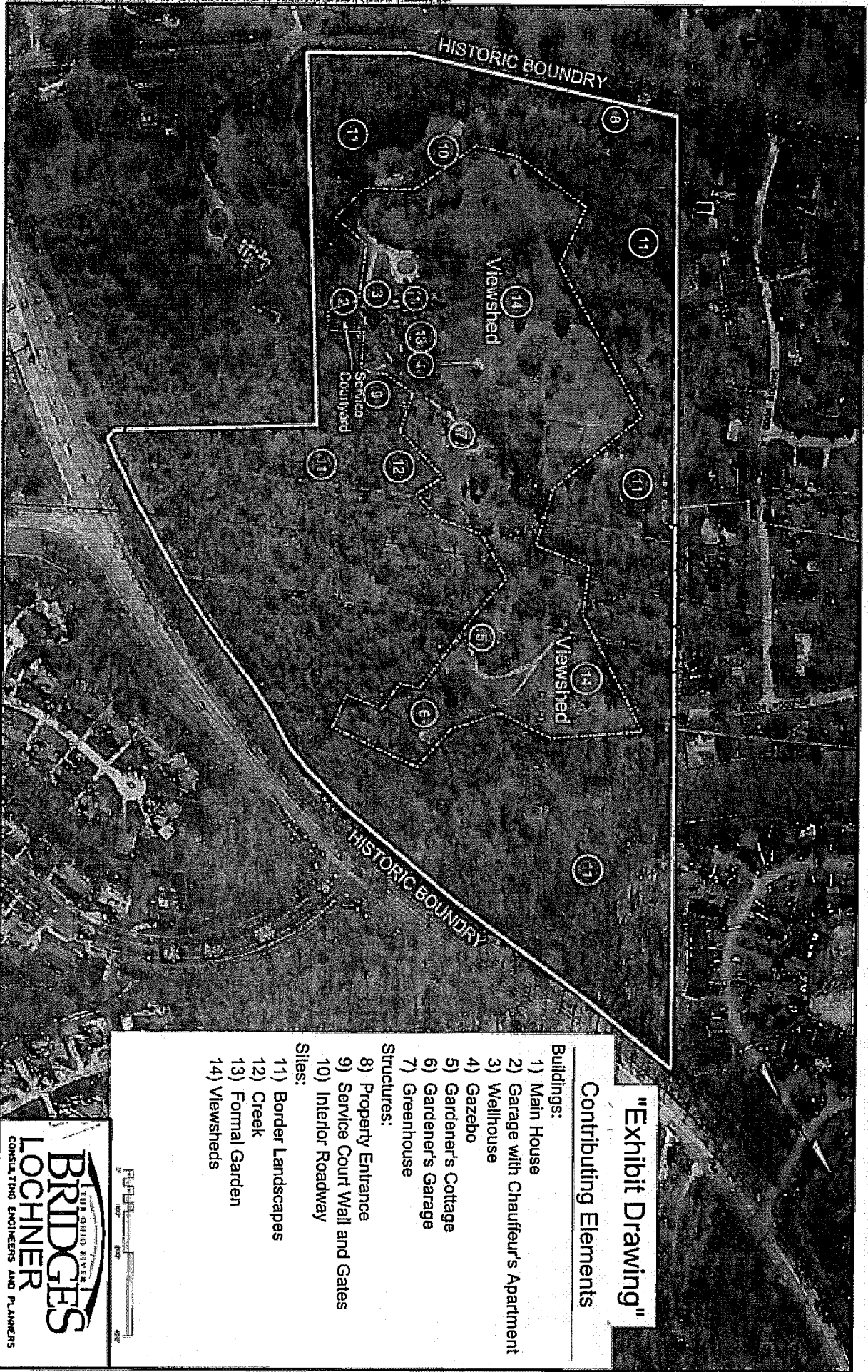
Sites:

- 11) Border Landscapes
- 12) Creek
- 13) Formal Garden
- 14) Viewsheds



THE OHIO RIVER
BRIDGES
LOCHNER
 CONSULTING ENGINEERS AND PLANNERS





"Exhibit Drawing"

Contributing Elements

Buildings:

- 1) Main House
- 2) Garage with Chauffeur's Apartment
- 3) Wellhouse
- 4) Gazebo
- 5) Gardener's Cottage
- 6) Gardener's Garage
- 7) Greenhouse

Structures:

- 8) Property Entrance
- 9) Service Court Wall and Gates
- 10) Interior Roadway

Sites:

- 11) Border Landscapes
- 12) Creek
- 13) Formal Garden
- 14) Viewsheds



Exhibit C
Baseline Documentation Report

UPDATE: EASEMENT BASELINE DOCUMENTATION - 2013

Drumanard / Drumanard Historic District / Strater-Watson House
JF-565
Jefferson County, KY
August 1, 2013

BY: Christine Amos
Amos Consulting Group llc

FOR: Kentucky Transportation Cabinet
Louisville-Southern Indiana Ohio River Bridges Project
Section 4

INTRODUCTION

This document is prepared on behalf of the Kentucky Transportation Cabinet to provide Architectural, Photographic and Documentary information for a Conservation and Preservation Easement for Drumanard, a National Register listed property. It is an UPDATED evaluation and documentation of Baseline Conditions originally established in April, 2010.

ORGANIZATION

The information contained herein is organized as follows according to indexed tabs.

EASEMENT BASELINE DOCUMENTATION (2013)

Architectural Data

The architectural data, presented in the format provided by the Kentucky Heritage Council, is included for each of the buildings and structures on the property. No substantial or noticeable changes were observed at the formal garden or within the area designated in the original report as the Olmsted designed landscape. General updated photographs are however, included with this documentation.

Photographs

Seventy-nine photographs provide a comprehensive view of Drumanard; its buildings, structures, sites and landscapes. A photo log following identifies the photographs which are numbered consecutively in order of the resources described on the Architectural Data sheets.

These photographs are intended to allow comparison to the property condition in 2010 when the first baseline conditions report was prepared. The two sets of photographs document condition changes during the past three years.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Drumanard Historic District / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Main house, building #1 NOTE: The house was not built on a cardinal direction axis. However, the orientation of the building for this baseline is as follows: front/south, left side/west, back/north, right side/east.
Date(s) of Construction	1929
Style	Tudor Revival
Material	Brick, limestone, wood, slate, formed concrete, copper, wrought iron
Features of Note	Picturesque, asymmetrical, Tudor revival residence sited at crest of hill and reached via winding driveway. Not visible from Wolf Pen Branch Road. 1929 stone date block in east wall of kitchen wing. Designed by Nevin & Morgan Architects, Louisville, KY. Single axis plan with front and rear facades enlivened by multiple bays, set backs irregular fenestration and roof lines.
Alterations(s)	Enclosed back porch (ca 2003)
Present Use	Residence
Photograph #	1-36

EXTERIOR CONDITION

Foundation	Material	Poured concrete. Cast metal vents at crawl space. Masonry goes to slightly below existing grade so foundation is not readily visible.
	Condition	Good
	Photograph #s	NA
Wall Type	Material	Brick masonry, American common bond 7-course on majority of house. Wall depth 18". Wood frame at back enclosed porch and front dining room bay. A variety of brick details at window and door heads include splayed flat, soldier brick lintels, some with stone keys; basket arches, and elliptical soldier arches. Cut stone sills

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

		canted out at all windows in good repair.
	Condition	Brick is in good condition. Residual white paint.
	Moisture Problems	Noticeable evidence of untreated surface moisture (mold/mildew) on north side walls, especially in densely shaded wall areas. Much moisture is attributed to vines and ivy allowed to grow on walls and into gutters unchecked.
	Spalling	None
	Efflorescence	Possibly some at north walls near foundation where ivy and vines capture moisture.
	Masonry Joints	Original joints in good condition. Repairs at some windows have been made with concrete containing less aggregate than original mortar. Quality of repairs is inferior to original.
	Rising Damp	None
	Cracks	None
	Bulges	None
	Settlement	None
	Condition of Wood	All wood surfaces, including window architraves, soffit, eave moldings, porch trim, etc. are poorly maintained and in need of repair including scrape, caulk, paint and some replacement. Excessive moisture on north side trim is causing needed repairs including putty or other appropriate fill.
	Other	Since the baseline documentation in 2010, ivy and vines have been allowed to grow up walls, especially on the north sides. Under maintenance of vegetation at house has contributed to excessive moisture at brick walls and at wood trim details.
	Photograph #s	3, 5, 9, 12, 13, 17-20, 24,26-30, 35-36
Windows	Material	Wood architrave and sash. All single pane glass (Stone sills, variety of brick lintels and arch heads.) Window types include: single and paired 6/6 and 4/4 sash with upper fixed sash; 6/6 sash with arched wood architrave; 4 light casements at attic; 9 light casements at gable ends; side-hinged, 4 light casements; three light, quarter round fan at attic. Modern transom windows over atrium doors at altered enclosed back porch.
	Condition	Fair to poor
	Storm Windows	None
	Shutters	Original wood louvered shutters, dogs and latches generally poorly maintained. Several of the shutters are completely missing or are beyond repair and will need to be replaced. Many need to be re-

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

		attached. Most in need of repair, scraping, paint.
	Photograph #s	1-19, 23-26, 34, 36
Doors	Material	Wood. Front door is custom with four transom lights, rectangular and x-shaped panels, painted. Oversized, elaborate metal architrave with massive fluted pilasters, quoins, and broken pediment with volutes. Casement doors at west wing living room placed in front (south) and back (north) walls are set back into masonry wall with wood paneled recesses and stone sills. Doors are eight-light over single panel. Second level casement doors above on the east side are four light over single panel set flush with brick. (On the west side, casement windows resemble the doors and are set over a fixed panel.) Kitchen ell doors are 1/2 multi-light over panels.
	Condition	Fair
	Storm Doors	None
	Photograph #s	3-6, 11, 14-16, 21-25, 33, 34, 36
Cornice/Soffit	Material	Wood, painted. The cornice is an important detail that unifies the houses' asymmetrical bays. Extended cornice with molded edge and minimal frieze above molded architrave.
	Condition	Fair with occasional poor areas, especially on north walls. Needs general repair including caulk, scrape, and paint.
	Photograph #s	3, 7, 9, 11, 15, 24-25, 27-28, 35
Gutters	Material	Copper, custom half-round gutters affixed to eaves with metal strapping.
	Condition	Poor to fair. Heavy paint build-up over copper. Photographs show some splitting and failure at joints, that has increased since 2010. Some gutters are not functioning at all. Several have been bent or shifted so that water will spill out the front before reaching downspouts; are damaged/crushed by falling limbs, and clogged by debris and vine/vegetation. Generally poor maintenance with repairs needed.
	Photograph #s	5, 7, 9, 11, 15, 19, 20, 24-25, 27-28, 35
Downspouts	Material	Copper (and/or zinc)
	Condition	Fair to poor. Heavy paint build-up over rectangular, custom metal downspouts. System originally piped to cistern. Downspouts set within masonry wall in front/south elevation of west block. Otherwise mounted to masonry with custom strapping.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

		Photographs show splitting downspouts with damage increased since 2010. Generally poor maintenance with repairs needed.
	Photograph #s	5-7, 19, 20, 24, 25, 28-33, 35, 36
Roof	Material	Slate shake
	Condition	Good to fair, no shakes appear to be missing. Some water damage in interior upper level of home (reported by owner but not viewed) may be due to failure of flashing at roof valleys or at gutter/cornice area.
	Photograph #s	2-4, 6, 7, 10, 11, 12, 17, 19, 20, 24, 31-33, 35, 36
Chimney(s)	Material	Brick masonry. Three massive chimneys with corbelled caps on main axis. One chimney in north gable end of kitchen ell.
	Condition	good
	Photograph #s	2-5, 8-10, 24, 31, 32, 36
Porches	Material	Front entry: broken pediment architrave. Back porch off kitchen ell facing west to garden has painted metal, hipped canopy (possibly copper or tin/zinc) with scalloped edge mounted on curvilinear iron brackets. Back/north kitchen: Original screened porch now enclosed on north and east sides by modern French doors with transom windows. Flat roof with decorative wood railing above. West side screened porch with large screen/glass paneled openings to south, west and north. Wrought iron balconies at front (south) and back (north) west bay, second floor casement doors.
	Condition	Good to poor, (Back kitchen door metal canopy fair to poor.)
	Photograph #s	5-9, 12, 14-16, 24, 25, 33, 36
Trees and Shrubs	Type	See baseline form "landscape" for details. Mature, formal plantings surrounding house. Ivy was invasive at foundation in 2010. Since then, the vegetation has continued to grow unchecked and needs to be removed from walls and at foundation, especially on the north and east sides.
	Condition	Ivy encroaches on brick and needs aggressive pruning.
	Photograph #s	1-34. See also landscape photos

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

General Comments:

In general, brick elements of the house are in good condition. The brick was probably painted white originally, a popular design detail of early-20th century Revival architecture. The intention was that the surface paint would eventually wear off, giving the house an aged and picturesque appearance.

While the brick is in good repair, the majority of wood details, including soffit, eave and window sash, are in much need of general maintenance and selective repairs.

Similarly, the gutters and downspouts have been long under-maintained; several do not function. Ice dams in winter and vegetation in summer will continue to compromise the condition of the house and cause further harm.

There is evidence of groundhog activity adjacent to the house at the front/right quadrant (kitchen wing).

The condition of the original slate roof is unknown, but leaking to the interior is evidently from poor flashing at valley areas on the north roof.

*This baseline is only intended as a review of visual exterior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises. The interior of the main house was inspected in 2010 but access to the interior was not gained in 2012 when this baseline was performed. The following interior information is taken from the 2010 documentation.

INTERIOR CONDITION

Ceiling	Material	Plaster.
	Condition	good
	Photograph #s	30 -35
Ceiling Trim(s)	Material	Elliptical cove ceiling in front parlor. Heavy built up crown and dentil molding on first floor entry hall, parlor, side hall and dining room.
	Condition	Good
	Photograph #s	30-35
Walls	Material	Plaster in majority of rooms. Wood panel wainscoting, painted, at front entry hall. Original, finely detailed pine paneling in living room (west wing).
	Condition	Good
	Photograph #s	30-35
Wall Trim(s)	Material	Paneled wainscoting, painted
	Condition	Good
	Photograph #s	33-35
Floors	Material	Wood, ash, wide plank
	Condition	Good

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

	Photograph #s	33
Baseboards	Material	Tall, painted, pieced baseboard
	Condition	good
	Photograph #s	33
Interior Doors including Frames	Material	Wood paneled doors with built-up, shouldered architrave.
	Condition	Good
	Photograph #s	33, 35
Interior Windows including Frames	Material	Wood with built-up, shouldered architrave. Many set above raised panels. Several sash appear to be painted shut
	Condition	Good at interior, fair at exterior
	Photograph #s	32, 34
Staircases	Material	Wood. Located at back of center hall with full landing at back Palladian window (facing formal garden) and abbreviated reverse flight to second floor. Paneled wainscotting on outside wall. Wood treads and rail; painted risers and spindles.
	Condition	Good
	Photograph #s	29, 30
Fireplaces and Mantels	Material	Federal revival motifs. Dining room and study mantles painted. Unpainted pine in living room.
	Condition	good
	Photograph #s	31, 34
Hardware	Material	Brass door knobs and lock sets
	Condition	good
	Photograph #s	32
Mechanical systems	Material	unknown
	Condition	unknown
	Photograph #s	NA
Other	Material	
	Condition	
	Photograph #s	
Other	Material	
	Condition	
	Photograph #s	

General Comments:

The interior is not considered under this historic easement. However, it is suggested that the easement consider prohibiting future painting of the knotty pine paneling at the west

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – *Drumanard*

7

wing living room as this custom wood work is exceptional and original to the house. In general, integrity of materials, design and workmanship are excellent in the public, first level areas of the house including the front hall, parlor, dining room, hallways and living room. The den walls, paneled similarly to the living room, are painted a dark brown (over what may be original knotty pine as in the living room). Recently, the kitchen area, back ell containing family room and back stair, and east side porch have been renovated.

The previous owners stated there was some minor water damage upstairs but this was not viewed. Kentucky Heritage Council staff viewed the home interior in 2012 and confirmed some water damage on walls of the upper floor.

***This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.**

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Garage, chauffeur's apartment Building #2
Date(s) of Construction	1929
Style	Tudor Revival
Material	Brick, limestone, wood, slate, formed concrete, copper, wrought iron
Features of Note	This service area includes the original garage with chauffeur's apartment and well house / shed. The buildings are connected by a brick masonry wall with limestone coping and quoined piers. The wall forms a courtyard with vehicle entry facing west to the house and gated pedestrian entry in the northeast corner. The area is located east of the main house kitchen area, on the opposite side of the entry drive.
Alterations(s)	Renovations ca 2006, include removal of the two north garage bays and replacement of the original garage doors with three pairs of French doors, and a raised brick stoop. The French doors and stoop are not original. The interior was extensively renovated with the garage bays now containing a large room used as an office. The upper apartment was also extensively altered during this renovation. The gates to the courtyard are wood and not original.
Present Use	Office, apartment quarters
Photograph #	40-49

EXTERIOR CONDITION

Foundation	Material	Formed concrete
	Condition	Good
	Photograph #s	39-44, 46-50
Wall Type	Material	Brick masonry, six course common bond
	Condition	Good
	Moisture Problems	Advanced moisture due to damp and shade are evident on all walls, especially near grade. Mold /

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

		mildew covers lower walls especially on west front and north gable end below grade.
	Spalling	None evident
	Efflorescence	On north wall
	Masonry Joints	Generally good
	Rising Damp	Possible below grade on north wall .
	Cracks	None evident
	Bulges	None
	Settlement	None
	Condition of Wood	Fair to poor
	Other	
	Photograph #s	39-44, 46-50
Windows	Material	All original windows have wood architrave and sash, single pane glass. Stone sills in masonry walls. At gable ends, soldier basket arches over first floor window with arched wood architrave. Splayed flat, gauged brick arches on second level gable ends. Dormer windows inset with wood architrave. Multi light 6/6 sash, fan light at entry, 6-lite casement at shed dormer.
	Condition	Fair. All windows in need of scrape, caulk and paint. Wood siding at front dormers has significant mildew and deterioration due to damp conditions and deferred maintenance.
	Storm Windows	None
	Shutters	None
	Photograph #s	38-46, 48, 50
Doors	Material	All doors of wood. Front entrance on west wall has 9 lite upper above "X" paneled door with iron strap hinges. Arch topped solid wood door accessing basement area on north wall is off hinges, giving access to basement to animals. Basement is filled with rubbish and
	Condition	Fair (need to be re-attached)
	Storm Doors	None
	Photograph #s	40, 47-50
Cornice/Soffit	Material	Wood, painted. The cornice is less important than at the main house; quite simple in detail and scale.
	Condition	Fair. Need general repair and maintenance including scrape, caulk, some replacement and paint.
	Photograph #s	40, 42, 45, 48, 50 .
Gutters	Material	Copper (possibly zinc), painted

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

	Condition	Fair to poor in need of cleaning and maintenance, including removal of vegetation, re-attachment and paint.
	Photograph #s	40, 45, 48, 50
Downspouts	Material	Copper, painted
	Condition	Fair to poor, (similar to gutters) in need of repair and paint throughout
	Photograph #s	40, 43, 44
Roof	Material	Slate shingle
	Condition	Good to fair. In need of cleaning for removal of moss and mold growth and review of valley conditions. Some shingles to north of entry door appear to have slid and should be re-attached.
	Photograph #s	39, 40, 45, 46, 48, 50
Chimney(s)	Material	One, brick chimney at back of south side gable end. Corbelled cap
	Condition	good
	Photograph #s	42
Porches	Material	NA
	Condition	
	Photograph #s	
Trees and Shrubs	Type	The area surrounding the garage does not display any evidence of formal planting. To the east (back) and north sides, vegetation has naturalized resulting in damp and shade that fosters mold, moss and moisture at the masonry walls.
	Condition	Poor, needs aggressive vegetation removal and pruning to allow light in, resulting in more desirable dry conditions to the area.
	Photograph #s	37, 38, 42-44, 49

General Comments:

The interior is not considered under this historic easement. Recent renovations to the garage at the exterior vehicle bays and the entire interior have diminished the building's physical integrity. However, integrity of location, most materials, workmanship, setting, feeling and association have been maintained and the garage remains a contributing building of Drumanard.

*This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

EASEMENT BASELINE DOCUMENTATION

ARCHITECTURAL DATA – *Drumanard*

INTERIOR CONDITION

The recent extensive renovation of the garage altered all interior areas with the exception of the south garage bay. The three pairs of French doors and brick stoop now at the two (of three original) west facing garage bay areas are not original. The interior is in good to excellent condition however the majority of historic interior materials have been removed. The interior is not included in this historic easement.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Shed / Well house Building #3
Date(s) of Construction	1929
Style	Tudor Revival
Material	Brick, stone, wood, slate, copper, metal
Features of Note	The wellhouse/shed is a one room, circular, one-story building with conical roof and cupola with bell tower. It is located in the southwest corner of the brick wall-enclosed courtyard of the service area. Access to the well, located in the center of the floor is covered.
Alterations(s)	none
Present Use	Storage for garden equipment, etc.
Photograph #	38, 41, 46, 51, 52

EXTERIOR CONDITION

Foundation	Material	Formed concrete
	Condition	Good
	Photograph #s	51
Wall Type	Material	Brick masonry, six course common bond
	Condition	Good
	Moisture Problems	General damp conditions at front, north wall near entry.
	Spalling	One area of well house with spalling.
	Efflorescence	None
	Masonry Joints	good
	Rising Damp	Yes, see photographs
	Cracks	None
	Bulges	None
	Settlement	None
	Condition of	Fair, needs paint and maintenance at windows and

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

	Wood	doors, removal of mold and mildew
	Other	
	Photograph #s	37, 41, 51
Windows	Material	Wood, two-light windows with stone sills in south, west and east sides of curved walls
	Condition	fair
	Storm Windows	none
	Shutters	None
	Photograph #s	37, 41
Doors	Material	Wood, painted, 9-light over single panel. Brass knob.
	Condition	Fair, needs paint, minor repair
	Storm Doors	None
	Photograph #s	51
Cornice/Soffit	Material	Wood. Simple molding at eave beneath conical roof
	Condition	fair
	Photograph #s	41, 46, 52
Gutters	Material	none
	Condition	
	Photograph #s	
Downspouts	Material	none
	Condition	
	Photograph #s	
Roof	Material	Slate shingle. Conical roof, 2/3 total height of building with decorative bell-shaped cupola with iron bell inside. Cupola supported by wood braces, copper flashing
	Condition	Fair, some shakes are damaged and not secure at bell tower. Need to review soundness of other shingles.
	Photograph #s	46, 37, 41, 51, 52
Chimney(s)	Material	none
	Condition	
	Photograph #s	
Porches	Material	none
	Condition	
	Photograph #s	
Trees and Shrubs	Type	The area surrounding the well house does not display evidence of formal planting.
	Condition	Vines have been allowed to grow over the well house, especially at the entry and should be removed as these are not part of any formal planting plan.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – *Drumanard*

	Photograph #s	51
--	---------------	----

General Comments: This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Gazebo Building #4
Date(s) of Construction	1929
Style	Tudor Revival
Material	Brick, stone, copper, slate, concrete, wood, iron
Features of Note	Picturesque, hexagonal, two level, gazebo with pointed, six-sided hip roof, chimney and interior fireplace, four large openings with iron railings and lower grade level for storage.
Alterations(s)	None
Present Use	Gazebo
Photograph #	53-59

EXTERIOR CONDITION

Foundation	Material	Formed concrete
	Condition	Good
	Photograph #s	
Wall Type	Material	Brick masonry, 6 course common bond
	Condition	Good
	Moisture Problems	Some moisture on north elevations at base due to shade and vegetation, also on west wall from large vines attached to building
	Spalling	None
	Efflorescence	None
	Masonry Joints	Good
	Rising Damp	Some minor at grade
	Cracks	None
	Bulges	None
	Settlement	None
	Condition of	good

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

	Wood	
	Other	
	Photograph #s	53-59
Windows	Material	Large openings in upper level enclosed with screens. Lower level has small, round, multi-light hopper window. Wrought iron railing is set into the large openings, keeping an open view to the landscape beyond.
	Condition	Good to fair
	Storm Windows	None
	Shutters	None
	Photograph #s	53-57
Doors	Material	Wood, 15 light single door with 5 light side lights at south facing entry of main level. One vertical wood with arch top to lower level. The lower level door is permanently open, allowing access to the lower level which is filled with rubbish.
	Condition	Fair to poor. Left side light base and glass broken and need repair. All window and door trim needs cleaning, scrape, caulk and paint
	Storm Doors	None
	Photograph #s	59
Cornice/Soffit	Material	Wood, plain frieze and molded crown
	Condition	Good, needs paint, patch and vegetation removed
	Photograph #s	53, 54, 59
Gutters	Material	None
	Condition	
	Photograph #s	
Downspouts	Material	None
	Condition	
	Photograph #s	
Roof	Material	Hexagonal pointed roof with minor overhang, clad with slate shingles. Exposed, chamfered timber framing at interior. Large, decorative lamp hanging from apex.
	Condition	Generally good condition, but several roof slates have slipped from position.
	Photograph #s	53, 54, 58, 59
Chimney(s)	Material	Brick masonry in north wall, corbelled cap
	Condition	Generally good, but the north face has some missing mortar.
	Photograph #s	53, 54
Porches	Material	none
	Condition	

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

	Photograph #s	
Trees and Shrubs	Type	Large vines have grown on the west side and have grown from the gazebo into nearby trees. These should be removed as they will cause further damage to the building as well as the trees. (See formal garden). Vines are also growing on the south front and other sides of the gazebo and should be removed.
	Condition	Invasive, should be removed
	Photograph #s	54, 56, 57

General Comments:

The gazebo is in generally good to fair condition. Some roof slates have shifted and a metal stair to the east side is in poor, rusted condition and may be unsafe for use. The vines growing on the gazebo should be removed. The lower level door should be repaired so the level can be closed from animals and weather. tuated at the northeast corner of the formal garden, to the north of the house and directly west of the drive. The upper level is reached at grade of the garden while the lower level stands at grade of the drive.

(The metal stair that is rusted and broken on the east side of the limestone wall to the southeast of the gazebo is now completely covered in vines and was not photographed for this documentation because it is not visible. This feature is shown in photo # 79, of the 2010 baseline, under the description of the formal garden.)

*This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Greenhouse Building #5
Date(s) of Construction	1972
Style	Utilitarian
Material	Formed concrete, glass, wood, metal
Features of Note	The greenhouse is located on the north side of the drive between the main residential area and the gardener's cottage north of the creek. It is presently used for storage of furniture and miscellaneous items.
Alterations(s)	None
Present Use	Storage
Photograph #	60-62

EXTERIOR CONDITION

Foundation	Material	Formed concrete at greenhouse, concrete block at cold frames to south elevation (front)
	Condition	Good
	Photograph #s	61-63
Wall Type	Material	Concrete, wood frame with horizontal lap siding, single pane glazing in metal frame at greenhouse wings. Metal truss floor visible from interior of garage supports center bay and two side greenhouse wings.
	Condition	Good to fair
	Moisture Problems	None
	Spalling	None
	Efflorescence	None
	Masonry Joints	NA
	Rising Damp	None

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – *Drumanard*

	Cracks	Minor surface cracks visible at north wall
	Bulges	None
	Settlement	None
	Condition of Wood	Good to fair
	Other	
	Photograph #s	60-62
Windows	Material	Glass, single pane glazing set into metal frame. Glass at cold frames on south side of greenhouse wings either missing or covered with plywood. 6/6 sash at north side of center frame bay between greenhouse wings.
	Condition	Good to fair. Windows need general maintenance.
	Storm Windows	None
	Shutters	None
	Photograph #s	60, 61
Doors	Material	Wood, upper 9 light over panel to center block. Lower north wall has three garage bay openings with overhead garage doors, each with a row of lights and panels above and below.
	Condition	Good to fair.
	Storm Doors	None
	Photograph #s	60, 61
Cornice/Soffit	Material	Wood
	Condition	Good to fair
	Photograph #s	60-62
Gutters	Material	Metal
	Condition	Good
	Photograph #s	60-62
Downspouts	Material	Metal
	Condition	Good
	Photograph #s	60-62
Roof	Material	Asphalt shingle
	Condition	Fair to good
	Photograph #s	60-62
Chimney(s)	Material	Metal flue
	Condition	Good
	Photograph #s	62
Porches	Material	Central frame block has centered, hip roof porch supported by square wood posts.
	Condition	Good
	Photograph #s	60
Trees and Shrubs	Type	Densely overgrown deciduous vines and bushes to either side of front entry. Vines have grown over

EASEMENT BASELINE DOCUMENTATION

ARCHITECTURAL DATA – *Drumanard*

		wall of west greenhouse wing in need of pruning. See landscape plan
	Condition	Fair to poor
	Photograph #s	60-62

General Comments:

The greenhouse was either built new or moved to Drumanard in 1972 from a previous location. The three-part building consists of a central frame block containing mechanical systems and open space, flanked by greenhouse bays to the east and west. The building is not used for its intended function. Condition of the mechanical equipment is unknown.

The greenhouse is considered a non-contributing building in both the National Register nominations because of its date of construction. It does, however, fit into Drumanard's overall plan, as a service building located to the north and out of sight of the residential area. A greenhouse would have been considered an integral component of the Country Estate building cluster.

*This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

INTERIOR CONDITION

The interior of the greenhouse is used for storage. Through the glass, the interior appears to be poorly maintained. The lower level that opens to an asphalt parking area is open and used for storage. The building is undermaintained.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Gardener's cottage Building #6
Date(s) of Construction	1920s
Style	Vernacular frame
Material	Wood
Features of Note	Prior to 2005, extensive renovations were begun on the gardener's cottage. Photographs included with the 2010 baseline documentation show the original building ca 1985 and as it was under rebuilding in 2010. The location and setting are the only qualities of integrity that remain for the building.
Alterations(s)	Extensive. Building in midst of renovation (work ceased) and is not habitable.
Present Use	Not occupied; unfinished
Photograph #	63-65

EXTERIOR CONDITION

Foundation	Material	Concrete block and formed concrete
	Condition	Good
	Photograph #s	
Wall Type	Material	Wood frame
	Condition	Fair
	Moisture Problems	The building is open to the elements. There is no siding on much of the exterior. A moisture barrier originally placed over the new plywood sheathing is mostly blown/torn off.
	Spalling	Na
	Efflorescence	Na
	Masonry Joints	Na
	Rising Damp	Na

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – *Drumanard*

	Cracks	Na
	Bulges	Na
	Settlement	Na
	Condition of Wood	Fair to poor
	Other	
	Photograph #s	63-65
Windows	Material	None
	Condition	
	Storm Windows	
	Shutters	
	Photograph #s	
Doors	Material	None
	Condition	
	Storm Doors	
	Photograph #s	
Cornice/Soffit	Material	None
	Condition	
	Photograph #s	
Gutters	Material	None
	Condition	
	Photograph #s	
Downspouts	Material	None
	Condition	
	Photograph #s	
Roof	Material	Asphalt shingles
	Condition	Good
	Photograph #s	63, 65
Chimney(s)	Material	One original brick central chimney
	Condition	Good
	Photograph #s	
Porches	Material	New, front porch gabled entry and front porch facing south at front elevation. Completely new materials and design
	Condition	Fair
	Photograph #s	63
Trees and Shrubs	Type	Landscape surrounding gardener's cottage is not part of the Olmstead plan. There is no formal planting at the cottage.
	Condition	Na
	Photograph #s	63-65

EASEMENT BASELINE DOCUMENTATION

ARCHITECTURAL DATA – *Drumanard*

General Comments:

The gardener's cottage, originally built in the 1920s and perhaps prior to that time has been lost through the remodeling/renovation undertaken by the previous owner. Prior to 2006 the renovation was and the house has stood in its present, open and abandoned condition since that time.

*This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

INTERIOR CONDITION

Photographs show there are no interior walls, window, doors, floors, wiring, etc. and the building is not habitable.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Gardener's garage Building #7
Date(s) of Construction	After 1970
Style	Utilitarian
Material	Wood
Features of Note	
Alterations(s)	The garage is not the original built on this site in the early 20 th century.
Present Use	Storage
Photograph #	67

EXTERIOR CONDITION

Foundation	Material	Poured concrete footers
	Condition	Good
	Photograph #s	
Wall Type	Material	Wood, Pole supports with dimensional lumber box frame
	Condition	Good to fair
	Moisture Problems	At back (north) moisture from vegetation has decayed the lower areas of siding
	Spalling	Na
	Efflorescence	Na
	Masonry Joints	Na
	Rising Damp	Damp/mold damage to board siding at north wall
	Cracks	Na
	Bulges	Na
	Settlement	None
	Condition of	Good to fair, in need of paint and some

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – *Drumanard*

	Wood	replacement at lower wall, north side
	Other	
	Photograph #s	67
Windows	Material	None
	Condition	
	Storm Windows	
	Shutters	
	Photograph #s	
Doors	Material	Sliding bay doors hung on metal tracks, vertical board
	Condition	Good
	Storm Doors	Na
	Photograph #s	67
Cornice/Soffit	Material	Wood, plain
	Condition	Good to fair
	Photograph #s	67
Gutters	Material	Metal
	Condition	Poor
	Photograph #s	67
Downspouts	Material	Metal
	Condition	Fair
	Photograph #s	67
Roof	Material	Metal, corrugated, Sheds to north (back)
	Condition	Fair
	Photograph #s	67
Chimney(s)	Material	None
	Condition	
	Photograph #s	
Porches	Material	None
	Condition	
	Photograph #s	
Trees and Shrubs	Type	NA
	Condition	
	Photograph #s	

General Comments:

The gardener's garage is not the original building that was documented when the property was first listed on the National Register in the 1980s. While it is in a very similar location and of the same general configuration, this building appears to have been built from reused materials. The interior photograph taken in 2010 shows a variety of dimensional lumber, with paint from previous uses, used for the box framing. The vertical boards that sheath the exterior are also of more recent date.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – *Drumanard*

*This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY406225
Building/ Structure # and Name	Service courtyard, brick walls and piers Structure #1
Date(s) of Construction	1929
Style	Tudor Revival
Material	Brick masonry, limestone
Features of Note	The service courtyard is enclosed by a brick wall with limestone cap and entry piers. The walls form the south, west and north sides of the courtyard with the garage to the east and vary from 4' to 5' in height at the interior. Piers are taller with limestone caps topped by globes.
Alterations(s)	Recently added gates of unpainted, treated lumber with wire mesh inserts.
Present Use	Wall enclosing service area courtyard
Photograph #	41, 42, 46, 49, 51

EXTERIOR CONDITION

Foundation	Material	Poured concrete
	Condition	Good
	Photograph #s	
Wall Type	Material	Brick masonry, six course common bond. Stepped to follow contour of exterior grade Large slab limestone coping. Slightly projected pilasters with quoin effect, spaced along exterior walls to break up expanse. Large square piers with quoins, and limestone globes on square bases at entry.
	Condition	The walls around the courtyard are cracked in several places with missing mortar and some evidence of spalling. General condition is good to fair but vines and constant moisture threaten the

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – *Drumanard*

		overall condition.
	Moisture Problems	Although invasive ivy was pruned away around 2010, the vegetation has again grown up since then and is causing constant moisture buildup including mildew, mold and moss, especially on north and shaded walls.
	Spalling	Some
	Efflorescence	Some at interior where ivy was previously removed. Also at north exterior wall.
	Masonry Joints	Missing mortar at various locations. Generally fair to good overall except at north exterior wall near arched opening for drainage and at foundation of some piers. Water and damp have eroded mortar. Need cleaning, treatment of moisture and repointing.
	Rising Damp	North exterior wall.
	Cracks	Some at north wall
	Bulges	None apparent
	Settlement	None apparent
	Condition of Wood	NA
	Other	Limestone coping generally good, with similar cleaning recommended as to brick.
	Photograph #s	41, 42, 46, 49, 51
Trees and Shrubs	Type	Naturalized trees and shrubs provide a dense shade around the east/back and north/side of the garage and contribute to dampness.
	Condition	Need maintenance, removal, and selective pruning.
	Photograph #s	41, 42, 46, 49, 51

General Comments:

*This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

Date	July 15, 2013
Site #	JF 565
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Drumanard / Strater-Watson Estate
Complete Address	6401 Wolf Pen Branch Road Louisville, KY 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, KY 40601
Building/ Structure # and Name	Entrance gates Structure # 2
Date(s) of Construction	1929
Style	Tudor revival
Material	Brick, limestone
Features of Note	Curving wall ending in piers with quoins and limestone globes on pediments, marking the entrance to the estate at Wolf Pen Branch Road.
Alterations(s)	None
Present Use	Entry
Photograph #	69-73 (2010 photographs, no change in structure)

EXTERIOR CONDITION

Foundation	Material	Formed concrete
	Condition	Good
	Photograph #s	73
Wall Type	Material	Brick masonry, 6 course common bond
	Condition	Good to fair
	Moisture Problems	Aggressive mildew/mold on north side of wall
	Spalling	Spalling in various areas along the walls.
	Efflorescence	Consistent on north side of wall
	Masonry Joints	Some missing mortar at various locations.
	Rising Damp	Possible
	Cracks	None
	Bulges	None
	Settlement	None
	Condition of Wood	NA

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Drumanard

	Other	NA
	Photograph #s	69 - 73
Windows	Material	na
	Condition	
	Storm Windows	
	Shutters	
	Photograph #s	
Doors	Material	na
	Condition	
	Storm Doors	
	Photograph #s	
Cornice/Soffit	Material	na
	Condition	
	Photograph #s	
Gutters	Material	na
	Condition	
	Photograph #s	
Downspouts	Material	na
	Condition	
	Photograph #s	
Roof	Material	na
	Condition	
	Photograph #s	
Chimney(s)	Material	na
	Condition	
	Photograph #s	na
Porches	Material	
	Condition	
	Photograph #s	
Trees and Shrubs	Type	na
	Condition	
	Photograph #s	

General Comments:

*This baseline is only intended as a review of visual exterior and interior architectural and landscape components only and is not intended as an opinion regarding the structural integrity or environmental soundness of the premises.

Drumanard / Drumanard Historic District / Strater-Watson Estate

JF 565

REVISED July, 2013

APPENDIX

General Comments

NOTE: The only significant changes in this REVISED baseline documentation pertain to the existing conditions at the buildings and structures of the property that have occurred since the original baseline documentation in 2010. No substantial, noteworthy or significant changes to the interior roadway, pond foundation, designed historic landscapes, woods or formal garden features have occurred since the 2010 documentation - besides results due to unrestrained vegetation growth (vines, ivy and other unpruned, invasive plants). Planned and regular maintenance of the grounds, especially at the foundation areas of all buildings will help alleviate future issues resulting from retained and captured moisture.

I. Original Documentation and National Register Nomination

In 1988, Drumanard (aka Mrs. A.M. Watson House, Strater House, Fitzhugh House) was listed on the National Register of Historic Places (Keys 1988). The nomination (included in this APPENDIX) identified the property containing 55 acres with three groups of resources: a designed historic landscape, and English garden and a collection of Tudor-Revival-style residential buildings designed by the Louisville architectural firm, Nevin and Morgan. Drumanard included seven contributing buildings, three contributing structures, two contributing objects, four contributing sites and one non-contributing structure as follows:

Buildings

- Main dwelling, #1
- Garage with chauffeur's apartment, #2
- Well house (garden storage shed), #3
- Gazebo, #4
- Gardener's Cottage, #5
- Gardener's Garage, #6
- Greenhouse, #7

Structures

- Entry gates
- Service court wall and gates
- Interior roadway

Objects

- Statuary
- Pond fountain

Sites

Designed historic landscape

Woods

Formal Garden

II. 1998 Country Estates of River Road (CERR) Historic District documentation

In 1998, Drumanard was included in the Country Estates of River Road Historic District (Brooks 1998). Portions of that nomination pertaining to Drumanard are included in the original 2010 Baseline APPENDIX and are not duplicated here. The CERR nomination reiterated much of the original information by Keys with the following modifications:

The greenhouse is identified as a non-contributing building (construction date, 1972).

III. Additional Research and Existing Conditions at Drumanard

Since the first and second nominations involving Drumanard, alterations to and removal of buildings, sites and objects, inspection of historical aerial photographs and research at the Frederick Law Olmsted National Historic Site Archives (Brookline, MA) suggest considering the following revisions prior to placing a conservation and historic preservation easement on the property.

Garage and chauffeur's apartment

In 2005, the present owners undertook an extensive renovation of the 1929, three-bay garage/apartment. Alterations to the exterior, front elevation include removal of the two north (left) garage bays and doors; incorporation of the separate bays into one large opening filled with three sets of residential French doors with transom lights. A continuous brick stoop fronts the doors. Interior changes include alteration of the garage bays into a large office/gathering room and renovation of the upstairs apartment into a guest quarter.

Despite these alterations to the main facade, the exterior of the garage maintains integrity of setting, feeling, workmanship, association and location, and a majority of material and design qualities. An historic preservation easement should consider the garage a contributing building of the property and limit additional alterations to the exterior.

Gardener's cottage

Since listed on the National Register in 1988 as a contributing building of Drumanard, the gardener's cottage has undergone extensive interior and exterior renovations that have completely compromised the historical integrity of the building. The renovation, begun some time prior to 2003 by the present owners was never completed. Since at least 2004, the building has stood open, in midst of renovation. It is not habitable.

Gardener's garage

The present garage/shed does not appear to be the historic building documented in the 1988 nomination. The existing shed with pole frame and vertical board siding, while similar to the original in design, materials and location, is built of re-used and new dimensional lumber and siding.

Olmsted Designed Landscape and Formal Garden

Research at the Olmsted Archive cast light on the history and evolution of the historic landscapes at Drumanard. A memo prepared by Jim Klein, ASLA (Lardner/Klein Landscape Architects, P.C., landscape architect for LSIORBP Section 4) concerning Landscape Preservation Easements on Drumanard is included in the 2010 Baseline APPENDIX. Landscape plans prepared by the Olmsted office for Drumanard date to 1904/05 for the original conceptual plan, 1905 for the original planning plan, and additional projects in 1927-8, and 1963-4. Klein's research suggests five distinct landscape areas. A sketch map shows the five areas defined in the Klein memo including:

Entry drive

West lawn

East garden terrace (north/back of residence)

East garden and glade (north of house by creek)

Woodlands

Original plantings from the 1905 Olmsted plan "have matured and in some cases are in serious decline. However, the original design concepts are still readily visible and easily recognized especially along the entry drive and east garden/glade. The west lawn was maintained for views and is still maintained as open views, although the Ohio River can no longer be seen, as it once was in the original 1904 photograph." (Klein 2006).

Entry drive

The entry drive was established ca 1905, modified in 1927 when the main residence was built, and modified again in 1963 with some realignment and widening. Despite the interior drive following the Olmsted plan in concept and not in actuality, and documented non-historic alteration, the driveway design fits with the land contours, provides framed views to foreground and background landscapes, and offers glimpses to the main residence before ending in a circle at the front entry.

West Lawn

Photos 78, 79

The 1904-5 design indicates key vistas with directional arrows that identify these open, framed views from the residence. These open views have been generally adhered to in plantings and mowing. The Olmsted plan however, shows a different axis alignment for the residence with panoramic views to the west. In reality, the house was built on an east-west axis

East Garden Terrace
Photos 67-72

This landscape feature is identified in National Register nominations as the formal garden designed by Arthur Cowell circa 1928. Olmsted records show the original Cowell garden was extensively altered in 1963 by Olmsted. Historic photographs included with the 2010 documentation show that any formal plantings from the Cowell plan were very overgrown by 1963 and essentially screened the formal garden/pool area. This vegetation was almost entirely removed in the 1960s according to the Olmsted documents and photographs. The original dry-laid limestone walls, pool, and location of the formal garden are considered all that remain of the original Cowell plan.

Sometime before the 1963 Olmsted work, mortared limestone walls, piers and wrought iron fencing were added to the formal garden. These features show in the Olmsted photographs but it is evident that they more recent than the original, dry-laid limestone walls and steps in the garden.

Between 2008 and 2010, the previous owners an in-ground swimming pool to the north and east of the main residence (photos 73, 74). The pool is a non-contributing structure.

Despite these significant changes, the formal garden continues to retain a majority of its integrity simply by its association, feeling, location and setting and does contribute to the significance of Drumanard's landscape. An easement should retain these qualities of the formal garden, and might allow removal of the non-historic mortared walls and fencing in favor of dry-laid limestone walls similar to the remaining original structures.

East garden and glade
photos 75, 76

This area, north of the residential complex, contains glade, mature trees and the creek and should be included in an easement as it continues to represent the planting design style of the Olmsted office and landscape aesthetic of the Country Estate. This area marks the northern boundary of the Olmsted plan and landscape.

Woodland

The woodlands identified by Klein are not those north of the gardener's cottage that slope toward Highway 42, but are the buffering woods to the front (south), west side (concealing Drumanard from the residential subdivision on the west), and east side (between Drumanard and the Edward Strater House to the east). These woods contain native and naturalized species and contribute to the landscape intent and plan of the Country Estate.

Garden Statuary

The statuary counted as a contributing object in the 1998 nomination no longer exists.

Fountain

The fountain, counted as a contributing object in the 1998 nomination and located in the pool of the formal garden no longer exists.

Woods

The woods to the rear of the property, north of the gardener's cottage and shed, was identified in the 1988 and 1998 nominations as a contributing historic site. While this area is part of the original Drumanard parcel, the area's historic use was as crop land and pasture. The 1937 aerial shows it is alternating forest pasture and crop fields from the north and west of the gardener's building area. Today the area is densely and indiscriminately vegetated with shrubs, vines and deciduous trees. While this area is within the National Register boundary, the (north) woods were not a part of the Olmsted's original plan for Drumanard.

Comparison of 1937 aerial with present conditions

A scan and enhancement of the 1937 aerial indicates improvements at Drumanard at that time. Evident changes over the past seventy years include abandonment of the clay tennis court, (now very overgrown with no features evident) and abandonment of crop fields and pasture areas to the northeast (now overgrown with volunteer trees and scrub vegetation). Of special note, there is no boundary between the 1929 house at Drumanard (W.E. Strater house) and the Edward Strater House (JF 564) to the east. The latter house was moved from its original location where the Drumanard house now stands, to its present location when the Nevin & Morgan house was built in 1928-9. A path linking the two houses is very evident in the 1937 aerial.

