

HISTORIC PRESERVATION AND CONSERVATION EASEMENT

THIS HISTORIC PRESERVATION AND CONSERVATION EASEMENT (hereinafter "**Easement**") is made and entered into as of _____, 20____, 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**") currently known as Rosewell and historically known as the Barber/Barbour House containing approximately 4.526 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:

**Parcel 100
6900 Transylvania Avenue**

Being Lot 2, Rosewell Subdivision, plat of which is of record in Plat and Subdivision Book 41, Page 17, in the Office of the Clerk of Jefferson County, Kentucky and being more particularly described as follows:

Beginning at a point, said point being 439.36 feet right of KY 841 centerline station 165+20.57; thence N 61°42'08" W a distance of 671.16 feet to a point, said point being 210.03 feet right of KY 841 centerline station 171+51.33; thence N 29°36'42" E a distance of 304.00 feet to a point, said point being 498.04 feet right of KY 841 centerline station 172+48.62; thence S 61°42'37" E a distance of 593.05 feet to a point, said point being 700.75 feet right of KY 841 centerline station 166+91.29; thence S 2°57'39" W a distance of 146.64 feet to a point, said point being 597.64 feet right of KY 841 centerline station 165+87.03; thence S 31°36'55" W a distance of 79.76 feet to a point, said point being 521.23 feet right of KY 841 centerline station 165+64.16; thence S 58°31'08" E a distance of 20.29 feet to a point, said point being 527.09 feet right of KY 841 centerline station 165+44.74; thence S 32°52'25" W a distance of 91.00 feet to a point, said point being 439.36 feet right of KY 841 centerline station 165+20.57 and the POINT OF BEGINNING.

The above described parcel contains ± 4.526 acres (197152.44 sq. ft.).

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 (architectural, landscape, and cultural features and historic 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, resource 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 architectural, landscape and cultural features and the historic 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 house was listed in the National Register of Historic Places (hereinafter

“National Register”) on December 5, 1980, as a part of the Jefferson County Multiple Resource Area, for its 1820’s two story brick hall-parlor house and mid-19th century Greek Revival addition constructed on land once a part of the “seminary land” owned by Transylvania Seminary, Lexington, Kentucky. The addition was designed by Henry Whitestone, a prominent Louisville architect. The house remains one of the few architectural resources to illustrate the ambitious plans for the proposed town of Transylvania platted in the late 1700’s.

I. Rosewell is composed of a residential structure of early and late 19th century Revival-style and a detached smokehouse. The Real Property contains the following resources and Improvements:

1. HISTORIC BUILDINGS:

- i. A single-family residence house comprised of an 1820’s two story brick hall-parlor house, an 1854 brick two story, double pile center hall Greek Revival-style addition and a 12-foot frame connector (hereinafter “Main House”); and
- ii. A two story brick smokehouse, circa estimated to be the 1820’s (hereinafter “Smokehouse”).

Together the Main House and Smokehouse are collectively known as “**Historic Buildings.**” The Main House and Smokehouse are considered resources contributing to the historic integrity of the property.

2. LANDSCAPE FEATURES:

The Real Property’s landscaping has been altered significantly and the acreage associated with the Main House has been reduced substantially over the years. The only remaining landscape features are listed as follows:

- i. Interior circular roadway which is concrete paved (hereinafter “Interior Roadway”); and
- ii. Carriage steps located next to the Interior Roadway (hereinafter “Carriage Steps”).

Together, the Interior Roadway and Carriage Steps are collectively known as “**Landscape Features.**”

J. The Real Property, Historic Buildings, and Landscape Features, together with all other features and Improvements, are hereinafter collectively referred to as the “**Property.**” The Real Property contains a modern entrance gate with posts which is not considered a 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 architectural, landscape, and cultural features and the historic 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, the exterior surfaces of the Historic Buildings located thereon, and a limited number of interior architectural elements of the Main House and floor plans of the Main House, more fully described herein..

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 architectural, landscape, and cultural features and the historic 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, certain internal features of the Main House, and the Historic Preservation and Conservation Values of the Property as of the date hereof and the other characteristics of the Property, its current use and state of improvement, Grantee has prepared a "**Baseline Documentation Report**" (hereinafter "**Baseline Report**"). 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 at the time of this Easement 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 and certain interior architectural elements of the Historic Buildings and Landscape Features and the surrounding features of the Property.

It is stipulated by and among the Grantor and Grantee that the Historic Buildings and Landscape Features as shown on the Baseline Report is deemed to be the external nature of the Historic Buildings and an accurate representation certain interior architectural elements of the Historic Buildings and Landscape Features as of the date hereof. The external nature of the Historic Buildings 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 approve 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, landscape, and cultural 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, 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 and Historic Buildings. Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the Historic Buildings 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) **"Carriage Steps"** shall mean the concrete steps located to the East of the Main House along the Interior Roadway as more particularly shown and designated on **Exhibit B** as "Carriage Steps."

(b) **"Facades"** shall mean the external nature of the Historic Buildings as shown in the Baseline Report.

(c) **"Historic Buildings"** shall mean the Main House and Smokehouse.

(d) **"Improvements"** shall mean those buildings, structures, and other improvements located on the Real Property, including but not limited to the Main House and Smokehouse as shown on **Exhibit B** and any new structures, the construction of which is permitted under the terms of this Easement.

(e) **"Interior Roadway"** shall mean the paved circular driveway located on the East elevation of the Property as more particularly shown and designated on **Exhibit B** as "Interior Roadway."

(f) **"Landscaping Features"** shall mean the Interior Roadway and Carriage Steps.

(g) **"Main House"** shall mean the single-family residence house comprised of an 1820's two story brick hall-parlor house, an 1854 brick two story, double pile center hall Greek Revival-style addition and a 12-foot frame connector as more particularly shown and designated on **Exhibit B** as "Main House."

(h) **“Residential Dwelling”** 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 is a Residential Dwellings.

(i) **“Roads”** shall mean any stretch of smoothed or paved surface intended for the passage of vehicles, people, or animals. The Interior Road is deemed a Road.

(j) **“Smokehouse”** shall mean two story brick smokehouse, circa estimated to be the 1820’s and more particularly shown and designated on **Exhibit B** as “Smokehouse.”

(k) **“Viewshed”** shall mean all of the Property bounded by Transylvania Avenue, the Property’s North boundary line, the East elevation of the Main House, and the Property’s South boundary line.

5. **Restrictions, Prohibited Uses, and Reserved Rights.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. 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. Without limiting the generality of the foregoing, and in furtherance of the Easement herein granted, Grantor, its successors and assigns, undertake to do (and to refrain from doing as the case may be) upon the Property each of the following, which significantly protect and preserve the Property and protect the Historic Preservation and Conservation Values:

(a) **Preservation of the Historic Buildings.**

(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) 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 or Historic Buildings;

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

(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 (this shall not preclude ordinary maintenance pursuant to **Paragraph 5(a)(v)** below or as otherwise provided in this Easement);

(4) permit any significant reconstruction, repair, repainting or refinishing

of the Facades of the Historic Buildings that alters their state from the existing condition (this shall not preclude ordinary maintenance pursuant to **Paragraph 5(a)(v)** 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 Viewshed from the East elevation of the Main House to Transylvania Avenue and interfere with a view of the Facades or be incompatible with the history or architectural character of the Historic Buildings or Facades.

(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 alter, reconstruct, or change in any manner the floor plan of the Main House or remove, demolish, alter, or change in any manner the following interior elements of the Main House or outside landscape item:

- (1) doors (interior or exterior), pocket doors, windows (interior or exterior), an interior stain-glass window, and associated hardware whether currently installed or otherwise stored within the Main House or Smokehouse;
- (2) balusters, railings, newels, location, rise, orientation, or configuration of the staircases;
- (3) decorative or ornamental woodwork, including baseboards, wall molding, decorative ceiling and wall air vents, door and window surrounds;
- (4) wood flooring;
- (5) mantels, hearths, or decorative fireplace surrounds;
- (6) built-in cabinets and shelves in all areas except modern kitchen and bathrooms;
- (7) light fixtures in all areas except modern kitchen and bathrooms;
- (8) brick barrel archway in basement;
- (9) steam radiators; and
- (10) carriage steps.

(v) Grantor agrees at all times to maintain the Facades and the structural soundness and safety of the Historic Buildings and its interior elements so as to prevent deterioration. As used in this **Paragraph 5(a)(v)**, 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. 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 Features.**

(i) **Viewshed.** 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 erect, construct, or move anything (except only temporarily) within the area of the Property defined as the Viewshed;

(ii) **Roads and Fences.** 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 demolish, 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, or repair of the Property’s existing Interior Roadway that alters its 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 construct any new roads or driveways, fences, walls, or gates, and paths .

(iii) **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 open areas shall be maintained as open areas, regularly mown to prevent the growth of woody vegetation where none currently exist.

(iv) **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.

(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 4.526 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 and grounds of the Property as a Residential Dwelling, 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 Main House, 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) swimming pool (hereinafter “**Pool**”) provided, however, the Pool may not be located in the Viewshed. All plans for the Pool 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.

(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 construct one (1) new unattached accessory garage (hereinafter “**New Garage**”) provided, however, the New Garage may not be located in the Viewshed. All plans for the 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.

(4) 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 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**.

(5) Subject to the notice and approval provisions of **Paragraph 8**, Grantor may reconstruct, upon casualty, in their same location the Pool and/or the New Garage subject to the same terms and conditions set forth in **Paragraphs 5(d)(iii)(2) and 5(d)(iii)(3)**. 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 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, 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 architectural, landscape, and cultural features and historic character and 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. 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. 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, 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. To the extent permitted by law, 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") 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 shall 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 receives 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 a 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 of 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. 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.

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 9 day of March, 2015, 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: Oct. 11, 2016

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)

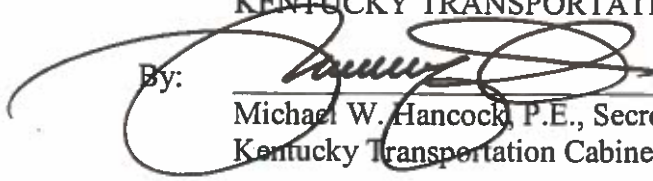
The foregoing instrument was acknowledged before me this 19th day of February, 20 , by Craig A. Potts, whose title is Executive Director, of the Kentucky Heritage Council, of the Commonwealth of Kentucky, for the use and benefit of the Kentucky Heritage Council, a political subdivision of the Commonwealth of Kentucky created by Kentucky Revised Statute §171.381.


NOTARY PUBLIC
My Commission Expires: April 7, 2015

ACKNOWLEDGMENT OF CONDITION

Grantor, Kentucky Transportation Cabinet, and Grantee, Kentucky Heritage Council, agree that in substance the following historic resources inventory, "Baseline Documentation," is an objective, though non-exclusive, representation of the Property known as the Rosewell at 6900 Transylvania Avenue, Prospect, 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 9 day of March, 2015, by Michael W. Hancock, P.E., whose title is Secretary, Kentucky Transportation Cabinet, on behalf of the Commonwealth of Kentucky, Transportation Cabinet.


NOTARY PUBLIC
Oct. 11, 2016

My Commission Expires:

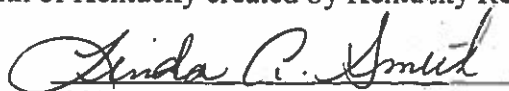
GRANTEE:
COMMONWEALTH OF KENTUCKY, FOR THE
USE AND BENEFIT OF THE KENTUCKY
HERITAGE COUNCIL

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

COMMONWEALTH OF KENTUCKY)

COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 19th day of February, 2014, 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:

**COMMONWEALTH OF KENTUCKY
OFFICE OF THE GOVERNOR**

Easement accepted and approved:

Approved as to form and legality:

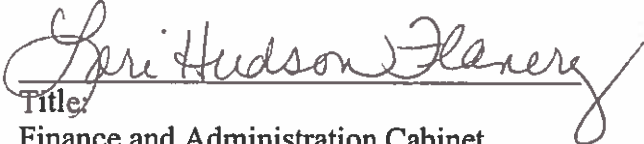

Steven L. Beshear, Governor
Commonwealth of Kentucky


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

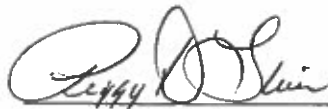

Title:
Finance and Administration Cabinet

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

DEED OF CONVEYANCE

THIS DEED, made this 30th day of November, 2005, by and between David B. Baughman, single, 1226 West Rowan Street, Louisville, KY 40203, and Sue E. Baughman, single, 6900 Transylvania Ave., Prospect KY 40059, Parties of the First Part, and the Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, 200 Mero Street, E5-14-02, Frankfort, Kentucky, 40622, Party of the Second Part;

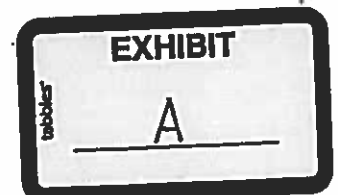
WITNESSETH: That the Parties of the First Part in consideration of \$1,630,000 cash in hand paid, the receipt of which is hereby acknowledged, have bargained and sold and do hereby convey to the Party of the Second Part, its successors and assigns, in fee simple, with covenants of General Warranty, the following described property in Jefferson County, Kentucky, to wit:

Being Lot 2, Rosewell Subdivision, plat of which is of record in Plat and Subdivision Book 41, Page 17, in the Office of the Clerk of Jefferson County, Kentucky.

The above described property being the same property conveyed to David B. Baughman and Sue E. Baughman, his wife, by deed from James C. Carpenter and Gloria T. Carpenter, his wife, dated June 23, 1995 and of record in Deed Book 6605, Page 743 in the office of the County Clerk of Jefferson County, Kentucky, and to David B. Baughman and Sue E. Baughman individually pursuant to a Decree of Dissolution of Marriage filed in Jefferson Circuit Court Case No. 03-CI-503403.

The parties of the first part further covenant that they are lawfully seized of the property hereby conveyed, with full right and power to convey same, and that said property is free of all encumbrances except restrictions and easements of record and all real estate taxes due and payable in 2005, which said first parties hereby promise and agree to pay.

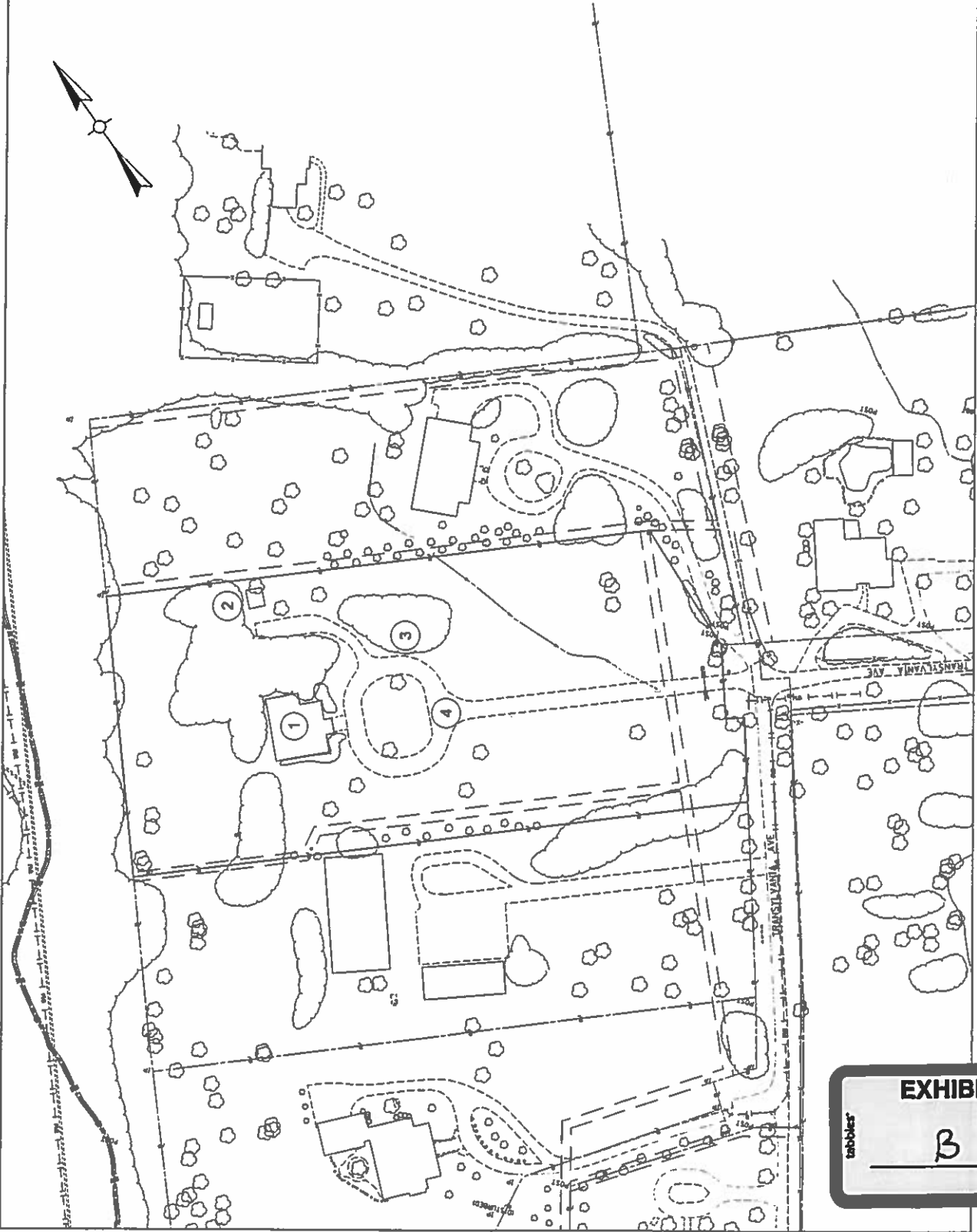
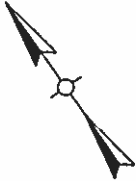
The above described property is being acquired by the party of the second part for environmental mitigation pursuant to a public highway improvement project identified as the Louisville-Southern Indiana Ohio River Bridges Project, Item No. 5-118.00. Said project was authorized by Transportation Cabinet Authorization No. 65541.



"Exhibit Drawing" Contributing Elements

Buildings:

- 1) Main House
 - 2) Smoke House
- ## Structures:
- 3) Carriage Steps
 - 4) Interior Roadway



ROSEWELL
6800 PENNSYLVANIA AVE
PROSPECT, KENTUCKY
LOCHNER
CONSULTING ENGINEERS AND PLANNERS

tabbber

EXHIBIT

B

"Exhibit Drawing"

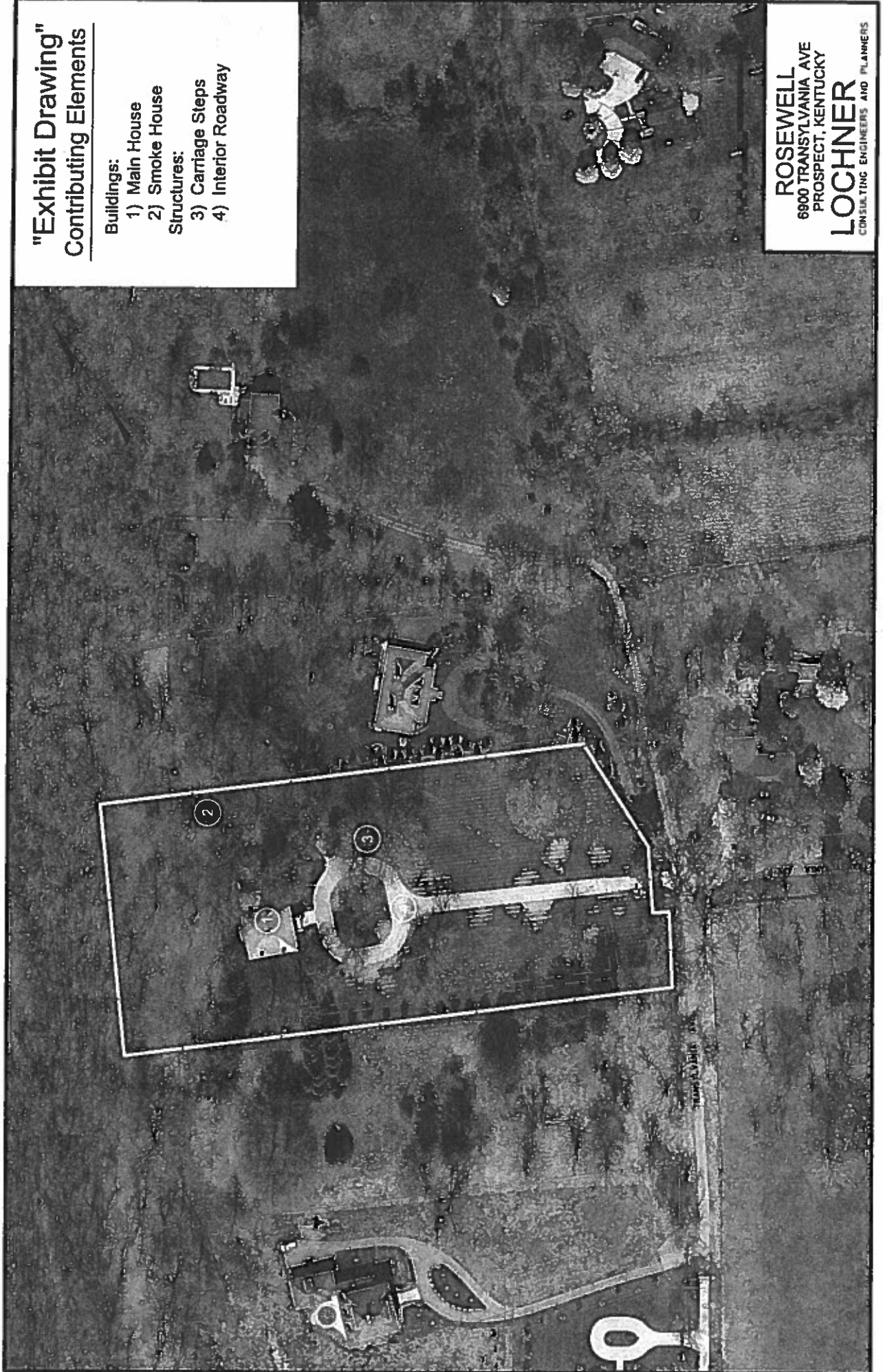
Contributing Elements

Buildings:

- 1) Main House
- 2) Smoke House

Structures:

- 3) Carriage Steps
- 4) Interior Roadway



ROSEWELL
6800 PENNSYLVANIA AVE
PROSPECT, KENTUCKY
LOCHNER
CONSULTING ENGINEERS AND PLANNERS

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Rosewell-House

Date	February 27, 2013
Site #	JF 452
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Barber/Barbour House (aka Rosewell)
Complete Address	6900 Transylvania Avenue Prospect, Kentucky 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, Kentucky 40622
Building/ Structure # and Name	House—Building #1 ; two-story residential home. 1820's house (hereinafter, 1820 Block) 1854 addition (hereinafter, 1854 Block) 12 foot frame connector (hereinafter, Connector)
Date(s) of Construction	Two story hall-parlor house circa 1820's; with an addition constructed in 1854.
Style	Greek Revival with elements transitioning to Italianate
Material	Brick and stone foundation.
Features of Note	One of the few surviving, intact Greek Revival residence in Jefferson County, Kentucky, with matching river (back elevation) and road(front elevation) entrances.
Alterations(s)	1854 Greek Revival addition to the original brick two story, three bay hall-parlor house circa 1820's; one story, wood frame den and garage added to the N elevation in the 1990's but was removed in 2000's; substantial interior changes in the 1990's; rehabilitation to the exterior and interior under the March, 2003, Section 106 Memorandum of Agreement for the Ohio River Bridges Project Record of Decision.
Present Use	Unoccupied residential.
Photograph #	#1-27

EXTERIOR CONDITION

Foundation	Material	1820 Block —Brick; 1854 Block and Connector —native limestone/mortar and water table.
	Condition	Good.
	Photograph #s	#9-10
Wall Type	Material	1820 Block, 1854 Block, and Connector (E elevation)—Brick, common bond (previously painted white or whitewashed); 1854 Block —slightly projection center bay and corner pilasters on the E and W elevations. Connector (W elevation)—vertical and horizontal,



EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Rosewell-House

		painted wood planks.
	Condition	Good.
	Moisture	None.
	Spalling	Some around the foundation of the 1820 Block especially on the E and W elevations and along the downspouts of the N elevation.
	Efflorescence	None.
	Masonry Joints	Good on 1854 Block —brick around first floor window, N elevation has been repaired and some mortar loss around downspout on W elevation. Fair on 1820 Block , inappropriate repairs especially on the N elevation.
	Rising Damp	Some around the foundation of the 1820 Block especially on the E and W elevations.
	Cracks	1820 Block —E elevation between windows on 1 st and 2 nd floors; N elevation above 1 st floor windows; W elevation above basement window between basement and 1 st floor and above 1 st floor window. 1854 Block —E elevation minor crack at SE corner between basement and 1 st floor; W elevation minor crack at SW corner between 1 st and 2 nd floors; S elevation minor crack at SE corner between basement and 1 st floor.
	Bulges	No bulging apparent, but a vertical brace bar is located on the N elevation of the foundation of the 1820 Block ; and a star-shaped anchor is located on the N elevation of the 1820 Block between the first and second floors.
	Settlement	None.
	Condition of Wood	Wood covering the Connector is fair.
	Other	Shadow line remains of den/garage that was torn off the N elevation of the 1820 Block .
	Photograph #s	#1-13
Windows	Material	Wood; 1854 Block : symmetrical double hung 6/6 with stone sills and lintels; E & W elevations 3 windows on the 2nd floor and 2 on the 1st floor; N elevation , 2 windows on the 2nd floor and two on the 1st floor; S elevation , 4 windows on the 2nd floor and 4 windows on the 1st floor; and Basement E elevation 2 double windows 6 lights each, W elevation 2 single windows 8 and 12 lights, and S elevation 1 double windows 6 lights and 3 single windows 12 lights. 1820 Block : E elevation 6/6 double hung windows

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Rosewell-House

		one on the 1st floor and one on the 2nd floor with stone sills and jack arched lintels and narrow 4/4 double hung windows one on the 1st floor and one on the 2nd floor; N elevation symmetrical double hung 6/6 with wood sills and jack arched lintels 4 windows on the 2 nd floor and 2 on the 1st floor; W elevation symmetrical double hung 6/6 with wood sills and jack arched lintels one window on the 2nd floor and one on the 1st floor and basement has single window 12 lights. Connector: W elevation double hung 6/6 one window on the 2nd floor.
	Condition	Good; paint in good condition.
	Storm Windows	None.
	Shutters	On all windows on all elevations except 1854 Block on N elevation, and two narrow 4/4 windows on 1820 Block at E elevation. Most of the shutters and hardware are original.
	Photograph #s	#1-12
Doors	Material	Wood; 1854 Block: E & W elevations, 1 st floor have identical doors—recessed, two paneled double doors with round arched doors and frames and jack arch lintels. 1820 Block: N elevation, 1 st floor has two identical, modern, single glass doors each corner with two light fixed transoms and jack arched lintels. Connector: W elevation, 1 st floor has one, modern single door (½ glass & ½ wood).
	Condition	Excellent
	Storm Doors	Double, wood screen doors at the 1854 Block , W elevation door.
	Photograph #s	#3, 7-8, 11-12, 13
Cornice/Soffit	Material	Wood; wide overhang with decorative brackets under eaves; three part wide frieze board and single decorative band under the eaves on the 1854 Block and a single part frieze board on the 1820 Block and Connector.
	Condition	Excellent.
	Photograph #s	#1-6, 8
Gutters	Material	Copper, boxed.
	Condition	Excellent.
	Photograph #s	#1-6
Downspouts	Material	Copper
	Condition	Excellent.
	Photograph #s	#1-6, 8-9

EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Rosewell-House

Roof	Material	Standing Seam Copper. 1854 Block: Low-pitched hipped roof with square center (no cupola or tower currently exists). 1820 Block: cross-hipped roof attaching just under the roof line of the N elevation of the 1854 Block . Flat Soldered Metal with Elastomeric Coating covering the porches of the 1854 Block .
	Condition	Excellent. Some damage to the roof of the porch on the W elevation of the 1854 Block .
	Photograph #s	Porch roofs: #14 and 16
Chimney(s)	Material	Brick; 1854 Block: 3 interior on the N elevation and 2 interior on the S elevation; 1820 Block: the remnants of a central brick chimney remain in the basement.
	Condition	Good; deteriorated mortar joints.
	Photograph #s	#1-3, 6
Porches	Material	1854 Block: Nearly identical one story porch with paired Corinthian columns, modillions, and square wall columns flanking each side of the door on the E & W elevations, with a balustrade on the roof of the E elevation. 1820 Block: modern stoop at two doors on the N elevation. Connector: modern pressure treated wood on the W elevation.
	Condition	Good; in appropriate modern porch on Connector .
	Photograph #s	#3, 4, 8, 12, 13
Driveway	Material	Concrete, modern; portion circles in front of the 1854 Block door on the E elevation.
	Condition	Good.
	Photograph #s	#15

General Comments: The **1854 Block** has closely maintained its original exterior elements. The **1820 Block** has lost its interior chimney with only remnants in the basement. A one story, wood frame den and garage were added to the N elevation of the **1820 Block** in the 1990's but were removed in 2000's. The **Connector** may have originally been a breezeway, but is now enclosed with wide vertical boards on W elevation.

*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 – Rosewell-House

INTERIOR CONDITION

Floors	Material	Hardwood floors throughout; hardwood floor in the vestibule and the central hall of the 1854 Block have detailed borders and patterns.
	Condition	Good.
	Photograph #s	#17, 21-23
Baseboards	Material	Wood, painted.
	Condition	Excellent.
	Photograph #s	#18, 21-23
Interior Doors including Frames	Material	Wood doors with clean plaster radius with inset wood header moldings in the 1854 Block . The central hall of the 1854 Block contains round arched, glass 8 paned double doors forming a vestibule at the E & W elevation entrances. The 1854 Block also contains a pocket door between the front and rear parlors on the S elevation 1 st floor.
	Condition	Excellent.
	Photograph #s	#18-19
Interior Windows including Frames	Material	Clean plaster radius with inset wood header moldings in the 1854 Block . One interior stain-glass window on the 2 nd floor between the 1820 Block and the 1854 Block . The Connector contains two light transoms above the door to the kitchen and the W elevation exterior.
	Condition	Excellent.
	Photograph #s	#22, 24
Staircases	Material	Wood; 1854 Block : one walnut full open one side stairwell wide-U leading from the 1 st floor central hall to the attic along N elevation. 1820 Block : (modern materials) partial open one side stairwell L-shaped from 1 st floor kitchen to 2 nd floor along W elevation.
	Condition	Good.
	Photograph #s	#25-26, 28
Fireplaces and Mantels	Material	Wood; Fireplaces and mantels exist in the four major 1 st floor rooms (more elaborate mantels in the parlor and dining areas) and four major 2 nd floor rooms of the 1854 Block all with radius plaster corners.
	Condition	Good.
	Photograph #s	#20-21
Hardware	Material	Original door hardware throughout most of the 1854 Block .
	Condition	Good.
	Photograph #s	

**EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Rosewell-House**

Mechanical systems	Material	Steam radiators in the 1854 Block . Central whole house fan and duct work from the attic serve to cool the structure in the summer.
	Condition	Unknown if still operational.
	Photograph #s	
Other	Material	Basement under the 1854 Block contains a stone archway at the base of the E elevation wall where water was once diverted from the 1820 Block prior to construction of the 1854 Block .
	Condition	Good.
	Photograph #s	#29

General Comments: With the exception of modern upgrades to the mechanical, electrical and plumbing systems, the **1854 Block** has closely maintained its original interior elements. Very little of the **1820 Block**'s original interior elements remain, and the first floor is devoted entirely to a modern kitchen. The **Connector** may have originally been a breezeway, but is now enclosed with wide vertical boards on W elevation. The kitchen (located in the **1820 Block**) and bathroom upgrades most likely occurred during the 1920's and 1960's. However, a major rehabilitation to the interior most likely occurred in the 1990's with the upgrade of the bathrooms, kitchen, and mechanical, electrical and plumbing systems. The second rehabilitation occurred in the 2010's with the purchase of the property by the Kentucky Transportation Cabinet for preservation during the construction of the new West End Bridge for U.S 265 at Prospect.

*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 – Rosewell-Smokehouse**

1

Date	February 27, 2013
Site #	JF 452
State	Kentucky
County	Jefferson
Town or Vicinity	Louisville
Historic Name	Barber/Barbour House (aka Rosewell)
Complete Address	6900 Transylvania Avenue Prospect, Kentucky 40059
Owner	Kentucky Transportation Cabinet
Owner's Address	200 Mero Street Frankfort, Kentucky 40622
Building/ Structure # and Name	Smokehouse—Building #2 ; two-story
Date(s) of Construction	Estimated to be contemporaneous with the House construction in the 1820's.
Style	Common ancillary structure associated with early national development.
Material	Brick and stone foundation.
Features of Note	Ancillary structure to one of the few surviving, intact Greek Revival residence in Jefferson County, Kentucky, denoting its early association with the settlement and agriculture of the area.
Alterations(s)	None.
Present Use	Storage.
Photograph #	#1-9

EXTERIOR CONDITION

Foundation	Material	Native limestone.
	Condition	Poor. Some mortar patching.
	Photograph #s	#1-2
Wall Type	Material	Brick, common bond, two-story, with cement plaster above the foundation about 3 feet high on the S, E, and N elevations and about 5 feet high on the W elevation. Other areas appear to have been painted or whitewashed.
	Condition	Poor.
	Moisture Problems	None noted except at the foundation.
	Spalling	Noticed on all elevations due in large part to the use of the structure as a smokehouse and the interaction with salt byproducts.
	Efflorescence	Noticed on all elevations due in large part to the

**EASEMENT BASELINE DOCUMENTATION
ARCHITECTURAL DATA – Rosewell-Smokehouse**

		use of the structure as a smokehouse and the interaction with salt byproducts.
	Masonry Joints	Some repointing has occurred on the exterior; however, extensive mortar deterioration is noted on the interior due in large part to the use of the structure as a smokehouse and the interaction with salt byproducts.
	Rising Damp	Dampness from the foundation largely occurring on the W elevation.
	Cracks	Large one noted at the E elevation (SE corner) has been repointed, but runs from midlevel of wall to top of wall and extends downward on the N elevation to the ground.
	Bulges	None.
	Settlement	Some deterioration of foundation stones along the W elevation.
	Condition of Wood	N/A
	Other	Ventilation holes on the second floor on every elevation (painted black rectangle around the vent on all elevations except the W elevation).
	Photograph #s	#1-5, 8-9
Doors	Material	One wood board and batten door with wood frame.
	Condition	Frame is in poor condition. Door is in fair condition.
	Storm Doors	None.
	Photograph #s	#1-2
Cornice/Soffit	Material	Wood.
	Condition	Good.
	Photograph #s	#1-5
Gutters	Material	None.
Downspouts	Material	None.
Roof	Material	Standing seam metal.
	Condition	Fair.
	Photograph #s	#1-2, 6-7

General Comments: Some effort to stabilize the structure appears to have been taken with repointing on the exterior and new beams; however, the interior is showing extensive signs of mortar deterioration. The chemical reaction created by smoking of meat with the mortar of the structure is a common problem with smokehouses and will require continuous monitoring.

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