

The goals of the LWCF State Assistance Program are to:

- A. Meet State and locally identified public outdoor recreation resource needs to strengthen the health and vitality of the American People.
- B. Increase the number of protected State and local outdoor recreation resources and ensure their availability for public use in perpetuity.
- C. Encourage sound planning and long-term partnerships to expand the quantity and ensure the quality of needed State and local outdoor recreation resources.

To meet goal B, the Commonwealth of Kentucky requires LWCF grant recipients to sign and record the Land and Water Conservation Fund (LWCF) Separate Deed Restriction.

Land and Water Conservation Fund (LWCF) Separate Deed Restriction Instructions

1) Fill in the blank boxes throughout the document with your project's information. Print single sided.

2) The Mayor or Judge Executive must sign under GRANTOR(s). The signature must be notarized.

3) Mail the original copy to the Department for Local Government for signature. The address is 100 Airport Road, 3rd Floor, Frankfort, Kentucky 40601.

4) Prepare the schedule of exhibits outlined on the last page of the deed restriction. They are as follows:

Exhibit A: MOA between DLG and Grantor - Projects receive an executed MOA with the Notice to Proceed.

Exhibit B: Plat - A plat is a map drawn to scale, showing the divisions of a piece of land. Contact your local PVA office for information. In most cases, the park boundary map will suffice.

Exhibit C: Proof of Property Interest - Deed.

Exhibit D: Baseline Documentation - An objective written report describing the condition of the land. It should include:

Location of Property: Street Address, City, County, State, and the Plat/Lot number.

Property Description: Acreage, Land's Prior Uses, Land's Current Uses (list the park amenities, describe any notable park features), and the Land's Future Uses (outdoor public recreation in perpetuity).

Supplemental Documentation: Pictures and/or Maps

5) Once DLG signs the restriction, we will mail the original back to the local government for recording at the county clerk's office. Be sure to record the document with the required exhibits.

6) Email the recorded restriction and exhibits to Pamela Jordan.

If you have any questions, contact Pamela Jordan, Federal Program Specialist, at 502-892-3158 or pamela.jordan@ky.gov.

Thank you.

Land and Water Conservation Fund (LWCF)

SEPARATE DEED RESTRICTION

This Declaration of Covenants and Restrictions (hereinafter "Declaration"), which shall be effective as of the _____, is made by and between _____, (hereinafter "Owner") whose address is _____ and the **Office of the Governor, Department for Local Government**, a government agency of the Commonwealth of Kentucky, 100 Airport Road, 3rd Floor, Frankfort, Kentucky 40601 (hereinafter "DLG").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of the property located in _____ County, Kentucky and further described in Exhibit C attached hereto and made part of, together with any and all park improvements located thereon, rights and appurtenances thereunto belonging and appurtenant easements thereto (hereinafter "Property").

NOW, THEREFORE, in consideration of DLG making funds available to Owner, from the Department of Interior, National Park Service Land and Water Conservation Fund Program under LWCF Agreement Number 21-_____ for the Property described herein, Owner wishes to place upon the Property certain restricting and covenants as to its use, which covenant shall run with the land and be binding upon the Owner, its successors and assigns, as follows.

1. Permitted use of Property. The property identified ("Property") below must at all times be maintained for use as public outdoor recreation ("POR Project"), in accordance with the Land And Water Conservation Fund Act and pursuant to the terms of the Memorandum of Agreement between _____ and the Commonwealth of Kentucky, Department for Local Government ("DLG") and this Deed Restriction.

2. Required Maintenance. The owner of the Property has the following responsibilities:

- a. Owner shall maintain the POR Project in perpetuity to prevent undue deterioration of the facilities and to encourage public use.
- b. The Owner's obligation to maintain shall require replacement, repair, and reconstruction by Owner whenever necessary to preserve the POR Project in substantially the same structural condition and state of repairs as those indicated in the Baseline Documentation.
- c. Owner shall keep the POR Project reasonably safe for public use
- d. Owner shall keep the POR Project open for public use at reasonable hours and times of the year for perpetuity.
- e. Owner shall keep the POR Project open for all persons regardless of race, color, sex, national origin, or disability.
- f. The Owner shall allow the POR Project to be used solely for public outdoor recreational purposes.

- g. The Owner shall only erect those structures or improvements which are conducive to the use of the POR Project and/or the safety of the POR Project users. Such structures may include but shall not be limited to signage, stairways, steps, bridges, paving and surfacing material, culverts, benches, picnic tables, restrooms, parking lots, trash receptacles, and signs or markings to inform the public of the POR Project location or other features.
- h. The Owner shall not place, collect, or store trash, human waste, ashes, chemicals, hazardous or toxic substances or any other unsightly or offensive material within the POR Project, except for trash receptacles provided for the use of POR Project users.
- i. The Owner shall not make permanent substantial topographical changes within the POR Project, including but not limited to filing, excavation, removal of topsoil, sand gravel, rocks or minerals without prior notice and approval from DLG;
- j. The Owner shall not participate in any unanticipated activity or use of the Property, which would impair significant use of the POR Project unless such activity is necessary for the protection of the values that are the subject of this Deed Restriction.
- k. The Owner shall not change the use of the POR Project without prior notice to and approval for the change of use from DLG. Before approval is granted DLG must find that the change does not conflict with any federal laws which may prohibit change of the use of the POR Project.
- l. The Owner shall not conduct any archaeological exploration, artifact collection or recovery operation without prior notice to and approval by DLG. Any such investigation shall be conducted under the immediate supervision of a qualified professional archaeologist with training or experience that is acceptable to DLG and shall conform to the standards for archaeological work established by DLG or the National Park Service. If a permit is required, Owner must also obtain prior written approval from DLG. All archeological artifacts recovered from the POR Project shall be curated at a facility approved by DLG. Should the facility charged with the curation of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts or should DLG determine that such party is using such artifacts for purposes other than research, conservation, and display, then possession shall become vested in DLG and Owner or its designee shall immediately surrender control over all such artifacts to DLG.
- m. The Owner shall not erect any signs or advertisements within the POR Project except those designed to provide information to the public of the POR Project location or other POR Project features without prior notice to and approval by DLG.
- n. The Owner shall not permit any rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements or servitudes, to be constructed, developed, or maintained into, on, over, under, or across, the POR Project without the prior notice to and approval by DLG.

- o. The Owner shall take all steps necessary, at its own cost, to enforce and preserve its property interest in the POR Project to the extent necessary to comply with its obligations under the MOA and this Deed Restriction and to preserve DLG's rights under the same.

3. Conversion to Other Use. The property identified below has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. and 4601-5 et seq. (1970ed). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only if it is in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions as necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and locations. See 54 U.S.C. § 200305(f)(3)). Also, pursuant to Section 504 of the Rehabilitation Act of 1973, the owner of the property does assure that handicapped persons will not be discriminated against in accordance with 43 CFR Part 17: Nondiscrimination in Federally Assisted Programs of the Department of the Interior.

4. Notice and Approval. The purpose of requiring the Owner to notify DLG prior to undertaking certain permitted activities is to afford DLG an adequate opportunity to monitor those activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of the Deed Restriction.

- a. Whenever notice is required, Owner shall notify DLG in writing not less than thirty (30) days prior to the date Owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit DLG to make an informed judgment as to its consistency with the purpose of this Deed Restriction.
- b. Where DLG's approval is required, DLG shall grant or withhold its approval in writing within thirty (30) days of receipt of Owner's written request therefore. Failure of DLG to deliver a written response to the Owner within such thirty (30) days shall be deemed to constitute approval by DLG of such request unless such act is contrary to any express restriction included herein. DLG's approval may be withheld only upon a reasonable determination by DLG that the action as proposed would be inconsistent with the purpose of this Deed Restriction.

5. Inspections. DLG may, but is not required to, make periodic inspections of the POR Project with the consent of Owner, representative of DLG shall be permitted at all reasonable times to inspect the POR Project. Owner covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

6. Notice of Violation; Corrective Action. If DLG determines that a violation of the terms of this Deed Restriction has occurred or is threatened, DLG shall give written notice to the Owner of such violation and demand corrective action sufficient to cure the violation. The Owner shall correct deficiencies identified and report those corrections in writing to DLG within the time allowed for cure outlined in Paragraph 8.

7. Standards for Review. DLG shall apply the Secretary's Standards in exercising any authority created by the Deed Restriction to inspect the POR Project, to review any construction, alteration, repair or maintenance of the POR Project, or to review casualty damage or to reconstruct or approve reconstruction of the POR Project following casualty damage.

8. Remedies:

- a. Injunction. If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation, ex parte as necessary, by restraining order, temporary or permanent injunction, and to require the restoration of the POR Project to the condition indicated in the Baseline Documentation.

In the event that DLG seeks an injunction, DLG shall not be required to post a bond and shall not be required to demonstrate irreparable harm or injury. Owner agrees that DLG's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that DLG shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which DLG may be entitled, including specific performance of the terms of this Deed Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DLG's remedies described in this Subparagraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- b. Damages. If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law demanding reimbursement of the money paid to the Owner pursuant to the MOA.

In the alternative, DLG can enter the POR Project and cure the violation itself. It can then bring an action for the cost of performing the maintenance or curing the violation.

- c. Emergency Enforcement. If DLG, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the POR Project, DLG may pursue any of its remedies available under this Deed Restriction without notice to Owner and without waiting for the period provided for cure to expire.
- d. Scope of Relief. DLG's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction.
- e. Cost of Enforcement. All reasonable costs incurred by DLG in enforcing the terms of this Deed Restriction against the Owner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the Owner without abatement, suspension, deferment or reduction; provided,

however, that if Owner ultimately prevails in a judicial enforcement action each party shall bear its own costs.

- f. Lien. Owner expressly agrees that DLG shall have, is hereby granted, and shall be entitled to record a lien against the Owner's interest in the POR Project for any unpaid damages or costs of enforcement if DLG so chooses. Any lien on the POR Project created pursuant to this Deed Restriction may be confirmed by judgment and foreclosed by DLG in the same manner as a mechanic's lien except that no lien created pursuant to this Deed Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the POR Project.
- g. Forbearance. Forbearance by DLG to exercise any of its rights under this Deed Restriction in the event of any breach of any term of this Deed Restriction by Owner shall not be deemed or construed to be a waiver by DLG of such term or of any subsequent breach of the same or any other terms of this or of any of DLG's rights under this Deed Restriction. No delay or omission by DLG in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.
- h. Waiver of Certain Defenses. DLG acknowledges that Owner has read this Deed Restriction, its terms and requirements, and Owner, in full knowledge of its provisions, hereby waives any defense of laches, estoppels, or prescription with respect to any enforcement action instituted by DLG.
- i. Acts Beyond Owner's Control. Nothing contained in this Deed Restriction shall be construed to entitle DLG to bring any action against Owner for any injury to or change in the POR Project resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the POR Project resulting from such causes. Notwithstanding the foregoing Paragraph, the Owner remains responsible for maintaining the POR Project to the standard of the Baseline Documentation against wear and tear caused by public use.

9. Casualty Damage or Destruction; Insurance. In the event that the POR Project shall be damaged or destroyed by fire, flood, windstorm, tornado, earth movement or other casualty, Owner shall notify DLG in writing within sixty (60) days of the damage or destruction. The notification shall include what, if any, emergency work has already been completed, an assessment of the nature and extent of the damage, a determination of the feasibility of the restoration of the POR Project if appropriate under the Secretary's Standards, and a report of such restoration work necessary to return the Property to the condition existing at the date hereof if appropriate under the Secretary's Standards.

After reviewing the report provided pursuant to this Paragraph and assessing the availability of insurance proceeds, if Owner and DLG agree that the purpose of the Deed Restriction will be served by such reconstruction and if deemed appropriate under the Secretary's Standards, the Owner and DLG shall establish a schedule under which Owner shall repair or reconstruct the POR Project so that it conforms to the requirements of the MOA and to the condition represented in the Baseline Documentation as closely as possible given the amount of any casualty insurance proceeds available to Owner.

10. Indemnification. Owner hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, the NPS, DLG, and its agents, officers, employees, contractors, subcontractors, the Commonwealth of Kentucky, the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, losses, fines, costs, charges, demands, orders, judgments, administrative actions, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against any one of the Indemnified Parties (unless due solely to the negligence of any of the Indemnified Parties while acting within the scope of their employment) by reason of any one or more of the following: (i) DLG's interest in the POR Project or any part thereof, (ii) any accident, injury to or death of person or persons or loss of or damage to property occurring in, on or about the POR Project or any part thereof; (iii) any use, disuse or condition of the POR Project or any part thereof, (iv) the presence or release in, on, or about the POR Project, at any time, of any substance now or hereafter defined, listed or otherwise, classified pursuant to any law, ordinance, or regulation as hazardous, toxic, polluting or contaminating substance, (v) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Kentucky Revised Statutes § 224.10-020, et seq., by any person in any way affecting, involving, or relating to the POR Project and (vi) the obligations, covenants, representations, and warranties of Paragraphs 8, 11, 12, 13, and 14.

11. Taxes. Owner shall pay immediately, when first due or owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, charges or fees of whatever description levied on or assessed against the POR Project by a competent authority which may become a lien on the POR Project, including any taxes imposed upon or incurred as a result of this Deed Restriction, unless Owner timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Owner shall furnish DLG with satisfactory evidence of payment upon request.

12. Representations and Warranties. Owner represents and warrants that, after reasonable investigation and to the best of its knowledge:

- a. No substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement has 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, over, under, from or across the POR Project Area;
- b. There are not now any underground storage tanks located within the POR Project, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the POR Project in a manner not in compliance with applicable federal, state and local laws, regulations, and requirements;
- c. Owner and POR Project are in compliance with all federal state and local laws, regulations, ordinances, codes and requirements applicable to the POR Project and its use;

- d. There is no pending or threatened litigation in any way affecting, involving, or relating to the POR Project;
- e. 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 any alleged violation of, or failure to comply with, any use, nor do there exist any facts or circumstances that Owner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;
- f. There are no outstanding surface or subsurface mineral rights associated with the POR Project; and
- g. Owner has sufficient interest in the property comprising the POR Project to grant this Deed Restriction and fulfill all of its terms and conditions fully.

13. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the POR Project 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, Owner agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

14. Control. Nothing in this Deed Restriction shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in DLG to exercise physical or managerial control over the day-to-day operations of the POR Project, or any of Owner's activities on the POR Project, or otherwise become an operator with respect to the POR Project within in the meaning of the CERCLA and Kentucky Revised Statutes § 224.10-020, et seq.

15. Written Notice. Any notice which either Owner or DLG may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: (i) upon delivery if delivered by hand delivery or facsimile transmission, (ii) one (1) business day after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, with return receipt requested, and addressed as follows: if to Owner, and if to DLG, then to the Commonwealth of Kentucky, Department for Local Government, Attn: Pamela Jordan 100 Airport Road, 3rd Floor, Frankfort, KY 40601. Each party may change its address set forth herein by a notice to such effect to the other party.

16. Estoppel Certificates. Upon written request by DLG, Owner shall promptly furnish DLG certification that, to the best of Owner's knowledge, Owner is in compliance with any obligations of Owner contained in this Deed Restriction;

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

18. Proposed Sale of Any Portion of POR Project. Owner shall promptly notify DLG in writing of any proposed sale of the POR Project, notify DLG of the names and addresses of

Owner's successor(s) in interest, and provide the opportunity for DLG to explain the terms of the Deed Restriction to potential new owners or prior to sale closing. In any deed conveying an interest in all or part of POR Project subject to the terms of this Deed Restriction, the Owner shall refer to this Deed Restriction and shall indicate that the Deed Restriction is binding upon all successors in interest to the POR Project in perpetuity.

19. Runs with the Land. Except as provided in Paragraphs 8, 9, 22, 23, the obligations imposed by this Deed Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with all property which makes up the POR Project. This Deed Restriction shall extend to and be binding upon Owner and DLG and all of each of their successors and assigns. The words "Owner" and "DLG" shall include all such persons. Anything contained herein to the contrary notwithstanding, an owner of any portion of the POR Project shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Deed Restriction shall be inserted by Owner, verbatim or by express reference, in any subsequent deed or other legal instrument by which Owner divests itself of either the fee simple title or any lesser estate in the property making up the POR Project or any part thereof, including by way of example and not limitation, a lease of all or a portion of the property making up the POR Project.

20. Assignment. DLG may, with the express prior written approval of the Owner, convey, assign, or transfer its respective rights, title, and interest in this Deed Restriction to a duly authorized unit of the federal, state or local government or to a similar local, state or national organization whose purpose, inter alia, are to promote the values of the LWCF Program, provided that such conveyance, assignment or transfer requires that the purpose for which the Deed Restriction was granted will continue to be carried out. In the event that DLG shall cease to be authorized to hold such easements, then DLG shall promptly select another qualified organization with the express prior written approval of Owner, and convey, assign, or transfer to the selected qualified organization all of its respective right, title, and interest under this Deed Restriction. DLG agrees to give written notice to Owner of an assignment at least thirty (30) days prior to the date of such assignment. Approval by the Owner under this paragraph shall not be unreasonably withheld.

21. Recording and Effective Date. Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of County, Kentucky. Grantor shall forward a certified copy of the filed Deed Restriction to DLG for its records. Owner and DLG intend that the restrictions arising under this Deed Restriction take effect on the day and year this instrument is recorded in the above described land records. This instrument may be re-recorded at any time as may be required to preserve the rights in this Deed Restriction.

22. Agents of DLG. DLG may assign its rights and obligations under this instrument with regard to maintenance and monitoring of the POR Project to persons, entities, or agencies ("Agents") as it sees fit. DLG shall notify Owner if such assignment is made and shall provide Owner the name, address, and other contact information for these Agents.

23. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Deed Restriction:

- a. The interpretation and performance of this Deed Restriction shall be governed by the laws of the Commonwealth of Kentucky;

- b. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the POR Project shall not apply in the construction interpretation of this Deed Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer or rights and restriction on use herein contained;
- c. The parties intend to agree and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.
- d. The invalidity or unenforceability of any provision of this Deed Restriction shall not affect the validity or enforceability of any other provision of this Deed Restriction or any ancillary or supplementary agreement relating to the subject matter hereof;
- e. Nothing contained herein shall be interpreted to authorize or permit Owner to violate any law regulation, ordinance, code or requirement relating to building materials, construction methods, interior mechanical systems (including, but not limited to, heating, air conditioning, plumbing, electrical, or gas), or use of the POR Project. In the event of any conflict between any such ordinance or regulation and the terms hereof, Owner shall promptly notify DLG of such conflict and shall cooperate with DLG and the applicable governmental entity to accommodate the purpose of both this Deed Restriction and such ordinance or regulation.
- f. To the extent that Owner owns or is entitled to development rights which may exist now or at some time hereafter, whether by reason of applicable zoning or some other similar ordinance, such development rights shall not be exercisable on, above, or below the POR Project during the term of the Deed Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner what would interfere with the purpose of the Deed Restriction.
- g. 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; and
- h. If circumstances arise under which an amendment to or modification of this Deed Restriction would be appropriate, Owner and DLG may by mutual written agreement jointly amend this Deed Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Deed Restriction or the status of DLG under any applicable law. Any such amendment shall be consistent with the purpose of the Deed Restriction and shall not affect its perpetual duration. Any such amendment shall be recorded, at Owner's cost and obligation, in the land records of _____ County, Kentucky. Nothing in this paragraph shall require the Owner or DLG to agree to any amendment or bind them to negotiation.

TO HAVE AND TO HOLD unto the Commonwealth of Kentucky, Department for Local Government, for the use and benefit of the Department for Local Government, its successors and

assigns forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor its survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the property.

CONSIDERATION CERTIFICATE OF GRANTOR

The Grantor herein hereby certifies that the consideration reflected in this easement as set forth hereinabove, is the full consideration paid for the property rights hereby conveyed.

ACKNOWLEDGMENT OF CONDITIONS BY GRANTOR

The Grantor herein, _____, and DLG agree that in substance the Baseline Documentation is an objective, though non-exclusive, representation of the POR Project as it exists at the time of the conveyance of this Deed Restriction and documents a portion of the characteristics of the POR Project in its current use and state of improvement.

IN WITNESS WHEREOF, the Grantor and DLG have hereunto set their hands on the date indicated above.

GRANTOR(S)

[Representative name, representative title]

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

DEPARTMENT FOR LOCAL GOVERNMENT

By: Matt Sawyers, Commissioner

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____.

My commission expires: _____.

NOTARY PUBLIC, STATE AT LARGE, KY

Approved as to form and legality:

Matt Stephens
Counsel for the Department for Local Government

This instrument prepared by:

Brandon Gibson
Attorney for the Department for Local Government
100 Airport Road, Frankfort, Kentucky 40601

Schedule of Exhibits:

Exhibit A: MOA between DLG and Grantor

Exhibit B: Plat

Exhibit C: Proof of Property Interest

Exhibit D: Baseline Documentation