

**CONSERVATION EASEMENT CONSENT
AND LIMITED SUBORDINATION AGREEMENT**

THIS CONSERVATION EASEMENT CONSENT AND LIMITED SUBORDINATION AGREEMENT (this “**Agreement**”) is entered into by and among (i) **LIMESTONE BANK**, with an office located at 2500 Eastpoint Parkway, Louisville, Kentucky 40223 (“**Mortgagee**”); (ii) **DINWIDDIE LAMPTON III** and **IRENE D. LAMPTON**, whose mailing address is 4018 Halls Hill Road, Crestwood, Kentucky 40014-9524 (collectively, “**Mortgagor**”); and (iii) **LOUISVILLE/ JEFFERSON COUNTY METRO GOVERNMENT**, by and through **LOUISVILLE/ JEFFERSON COUNTY ENVIRONMENTAL TRUST**, with its principal office and mailing address being at 444 South Fifth Street, 4th Floor, Louisville, Kentucky 40202 (“**Land Trust**”).

WHEREAS, Mortgagor is the owner of that certain real property located at 4030 Halls Hill Road, Crestwood, Oldham County, Kentucky described in **Exhibit A** attached hereto and incorporated by this reference (“**Property**”); and

WHEREAS, Mortgagee is the holder of certain promissory notes made by Mortgagor which are secured by that certain Mortgage encumbering the Property dated as of August 25, 2017, of record in Mortgage Book 2275, Page 287 in the Clerk of Oldham County, Kentucky (the “**Mortgage**”); and

WHEREAS, concurrently with this Agreement, Mortgagor is conveying a conservation easement over the Property to the Land Trust pursuant to a Deed of Conservation Easement dated _____, 2018 (the “**Easement**”), from Mortgagor to Land Trust to be recorded immediately preceding this Agreement in the aforementioned Clerk's Office; and

WHEREAS, upon Mortgagor's request, Mortgagee has consented to subordinate the Mortgage to the terms of the Easement, which Mortgagee has reviewed and approved; and

WHEREAS, the Easement, which would not otherwise be conveyed by Mortgagor nor accepted by Land Trust, is being conveyed and accepted in reliance on this Agreement;

NOW THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is represented and agreed as follows:

1. The Mortgage is subordinated and hereafter shall be junior to the Easement to the extent and only to the extent necessary to permit Land Trust to enforce all the purposes of the Easement in perpetuity and to prevent any modification or extinguishment of the Easement by the exercise of any right of Mortgagee.

2. The priority of the Mortgage with respect to any valid claim on the part of Mortgagee to the proceeds of any sale, condemnation proceedings, or insurance, or to the leases, rents, and

profits of the Property, is not affected hereby, and any lien that may be created by Land Trust's exercise of any of its rights under the Easement shall be junior to the Mortgage; provided, however, (i) that if the Easement is extinguished under the circumstances described in Section 10 of the Easement [regarding extinguishment by court action], Land Trust shall be entitled to compensation in accordance with the terms set forth therein and (ii) Land Trust shall be entitled to its share of condemnation proceeds computed in accordance with Section 10 of the Easement.

3. Mortgagee shall not be joined as a defendant in any action to enforce the Easement seeking damages, fees, or costs of any kind, unless the violation representing the grounds for the action was caused by Mortgagee or its agents or employees.

4. If at any time an action to enforce the Easement, Land Trust obtains injunctive relief requiring that the Property be restored in any respect, Mortgagee shall not be held liable for any costs of restoration, regardless of who is in possession of the Property, unless Mortgagee or its agents or employees is responsible for the condition requiring restoration.

5. In the event of the foreclosure of the Mortgage, whether by judicial decree or pursuant to a power of sale, the Easement shall not be extinguished but shall survive and continue to encumber the Property.

6. Mortgagor agrees to provide a copy of any notices or written communications required under the Easement to Mortgagee at the address set forth above or to such other address as Mortgagee from time to time shall designate by written notice to Mortgagor.

7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns.

8. This Agreement shall be recorded immediately after the Easement.

[Signatures on Following Pages]

Entered into this 13th day of August, 2018.

MORTGAGEE:

LIMESTONE BANK

By: Dorothy D. Menish
Printed Name: Dorothy D. Menish
Title: VP, Commercial Lending

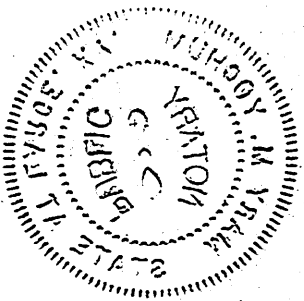
STATE OF Kentucky)
)
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 13th day of August, 2018 by Dorothy D. Menish, as VP Commercial Lending of Limestone Bank, on behalf of the bank.

Mary M. York
NOTARY PUBLIC
My Commission Expires: December 1, 2020



NEW YORK
JANUARY 1950



THIS INSTRUMENT PREPARED BY
AND UPON RECORDATION RETURN TO:
Tanner Nichols
FROST BROWN TODD LLC
400 West Market Street, 32nd Floor
Louisville, Kentucky 40202
Telephone: (502) 589-5400



EXHIBIT A

Description

0116606.0663416 4838-0185-2014v2

**DESCRIPTION
OF
CONSERVATION EASEMENT
FOR 4030 HALLS HILL ROAD
CRESTWOOD, KY. 40031
BEING A PORTION OF D.B. 1170, PG. 398**

BEGINNING AT A POINT LOCATED IN THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MICHAEL P. AND ANNE N. HAMPTON OF RECORD IN DEED BOOK 1189, PAGE 253 OF RECORD IN THE COUNTY COURT CLERKS OFFICE, OLDHAM COUNTY, KENTUCKY; THENCE S87°56'29"E, 820.04 FEET; THENCE N02°32'44"E, 318.80 FEET; THENCE N59°34'33"E, 230.53 FEET; THENCE S34°59'04"E, 1078.55 FEET; THENCE S47°36'47"E, 379.78 FEET; THENCE S06°41'52"E, 331.29 FEET; THENCE S12°55'32"E, 286.54 FEET; THENCE N87°07'42"W, 42.68 FEET; THENCE N14°45'32"W, 157.35 FEET; THENCE N87°07'42"W, 290.40 FEET; THENCE S14°45'32"E, 157.35 FEET; THENCE N87°07'42"W, 1100.97 FEET; THENCE N02°32'44"E, 51.00 FEET; THENCE N87°07'42"W, 20.00 FEET; THENCE N02°32'44"E, 1219.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 45.46 ACRES.