

## WARRANTY EASEMENT DEED IN PERPETUITY

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### WETLANDS RESERVE PROGRAM EASEMENT NO. 665C1611012NT

**THIS WARRANTY EASEMENT DEED** is made by and between Falconite Farms, Inc, of 1500 Luigs Road, Paducah, KY 42001 (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

#### Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

**NOW THEREFORE**, for and in consideration of the sum of Four hundred ninety seven thousand eight hundred forty Dollars (\$497,840.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

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SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.
- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

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PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
1. haying, mowing, or seed harvesting for any reason;
  2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
  3. dumping refuse, wastes, sewage, or other debris;
  4. harvesting wood products;
  5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
  6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
  7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
  8. planting or harvesting any crop;
  9. grazing or allowing livestock on the easement area;
  10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
  11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
  12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
  13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.
- B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A

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plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

- C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.
- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

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- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
  2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

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- A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.
- B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

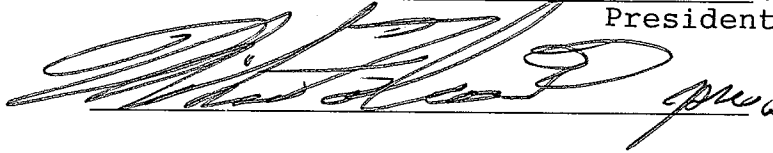
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D. General Indemnification. Landowner shall indemnify and hold harmless , its employees, agents, and assigns for any and all liabilities, claims, demands, loses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

**TO HAVE AND TO HOLD**, this Warranty Easement Deed is granted to the United States of America and its assigns for the duration of the easement. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 30th day of April, 2012.

Landowner(s): Falconite Farms, Inc. By: Mike Falconite,  
President



**ACKNOWLEDGMENT**

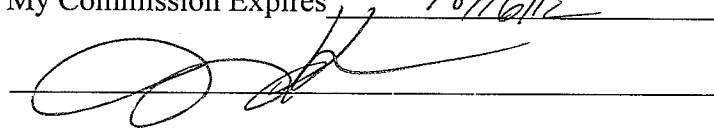
STATE OF KENTUCKY

COUNTY OF ~~MCCRAKEN~~

On this 30th day of April, 2012, before me, the undersigned, a Notary Public in and for said State personally appeared Mike Falconite, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

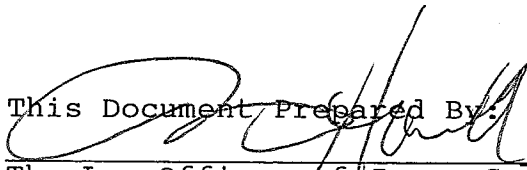
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public for the State of Kentucky  
Residing at Calloway  
My Commission Expires 10/16/14



Send 2012 Tax Bill to:  
Falconite Farms, Inc.  
1500 Luigs Lane  
Paducah, KY 42001

This Document Prepared By:

  
The Law Offices of Jason G. Howell, PLLC  
603 Main St. Murray, Kentucky 42071



ACCEPTANCE BY GRANTEE:

I JACOB KUHN, Assistant State Conservationist, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, 771 Corporate Drive, Suite 210, Lexington, Kentucky, 40503, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 12 day of April, 2012.

[Handwritten Signature]  
Signature

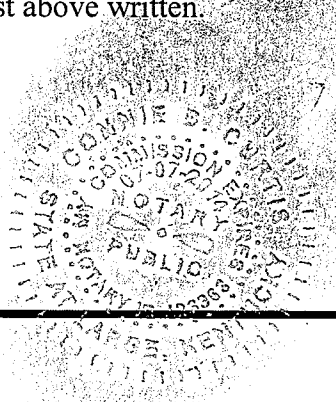
Assistant State Conservationist  
Title

ACKNOWLEDGMENT

STATE OF Kentucky  
COUNTY OF Fayette

On this 12 day of April, 2012, before me, the undersigned, a Notary Public in and for said State personally appeared Jacob Kuhn, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Notary Public for the State of Kentucky  
Residing at Lexington, Ky  
My Commission Expires July 9, 2014  
Connie H. Curtis

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This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

#### **NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### **PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

# EXHIBIT A

00 073

**Wetlands Reserve Easement Description  
Of The  
Falconite Farms, Inc.  
Property In  
McCracken County, Kentucky  
(176.13 acreage easement)  
For  
USDA/NRCS**

An Wetlands Reserve Easement lying and being in McCracken County, KY and as shown on the Wetlands Reserve Easement Survey of the Falconite Farms, Inc., property for USDA/NRCS, said easement prepared by Terry Simmons, PLS #3559 of Simmons Engineering, Inc., Jan. 5, 2012, from a field survey conducted in November and December of 2011, said easement being recorded in Plat Section 1, Page 629 in the Office of the County Court Clerk of McCracken County KY, said easement of Falconite Farms, Inc., being a portion of Tract 1, Tract 2 and Tract 4 (also see plat recorded in Plat Section "L", page 629) of the property appearing in Deed Book 1150, Page 618 and a portion of the property appearing in Deed Book 1140, Page 57 in all being recorded in the Office of the County Court Clerk of McCracken County KY and said WRP Easement being more particularly described as follows:

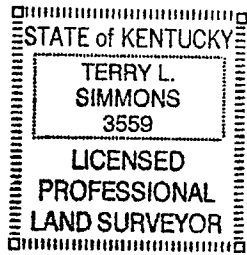
Beginning at a ½" iron pin (set), said iron pin being Number 2 (POB – WRP Easement) as shown on plat dated Jan. 5, 2012 for Falconite Farms, Inc., Wetlands Reserve Easement Program Boundary Survey as prepared by Simmons Engineering, Inc., Terry L. Simmons, Professional Land Surveyor No. 3559, said iron pin having Kentucky State Plane, Zone South Coordinates (NAD83) of N 1,883,344.96, E 776,239.99, (all set iron pins are ½" diameter x 18" long with plastic cap stamped "TLS/SEI KY PLS 3559" w/witness post unless otherwise noted), said iron pin being on the west side of a 16 foot wide Ingress/Egress Easement Access an improved road, said iron pin being South 03°03'42" West, a distance of 205.94 feet from an ½" iron pin and cap, said iron pin being South 11°54'22" West, a distance of 99.51 feet from an ½" iron pin and cap, said iron pin being South 20°45'12" West, a distance of 272.28 feet from an ½" iron pin and cap, said iron pin being South 03°07'13" East, a distance of 49.60 feet from an ½" iron pin and cap, said iron pin being South 26°00'11" East, a distance of 60.63 feet from an ½" iron pin and cap, said iron pin being South 21°52'25" East, a distance of 51.56 feet from an ½" iron pin and cap, said iron pin being South 11°57'35" West, a distance of 55.16 feet from an ½" iron pin and cap, said iron pin being South 27°11'57" West, a distance of 172.55 feet from an ½" iron pin and cap, said iron pin being South 37°36'52" West, a distance of 225.20 feet from an ½" iron pin and cap, said iron pin being South 06°34'57" East, a distance of 85.14 feet from an ½" iron pin and cap, said iron pin being South 13°53'13" West, crossing at 74.48 feet the north line of the Falconite Farms, Inc. property appearing in Deed Book 1150, Page 618 Tract 2 and the south line of the Falconite Farms, Inc. property appearing in Deed Book 1150, Page 618 Tract 1 (Plat Section "L", Page 629) for a total distance of 174.87 feet from an ½" iron pin and cap, said iron pin being South 33°12'02" West, a distance of 150.59 feet from an ½" iron pin and cap, said iron pin being South 09°02'22" West, a distance of 200.49 feet from an ½" iron pin and cap, said iron pin being South 00°47'54" East, a distance of 205.99 feet from an ½" iron pin and cap, said iron pin being South 18°22'18" West, a distance of 165.75 feet from an ½" iron pin and cap, said iron pin being South 33°45'44" West, a distance of 160.95 feet from an ½" iron pin and cap, said iron pin being South 45°05'20" West, a distance of 223.38 feet from an ½" iron pin and cap, said iron pin being South 38°21'13" West, a distance of 111.62 feet from an ½" iron pin and cap, said iron pin being South 26°11'41" West, a distance of 168.09 feet from an ½" iron pin and cap, said iron pin being South 77°24'18" West, a distance of 70.49 feet from a point, said point being witnessed by an ½" iron pin at South 77°24'18" West, a distance of 70.49 feet, said point being South 02°59'29" West, a distance of 225.15 from ½" iron pin and cap, said iron pin being on the west side of an improved private road, said iron pin being South 07°05'53" West, a distance of 373.97 feet from an ½" iron pin and cap, said iron pin being South 03°03'47" West, a distance of 372.43 feet from an ½" iron pin and cap, said iron pin being South 38°22'27" West, a distance of 138.88 feet from an ½" iron pin and cap, said iron pin being on the west side of this 16 foot wide Ingress/Egress Easement Access an paved private drive, said iron pin being in the south right-of-way line of Luigs Lane, said iron pin being 25 feet as measured perpendicularly from a point in the centerline of Luigs Lane, said point being

- Thence, South 06°34'57" East, a distance of 85.14 feet to an 1/2" iron pin and cap (set);
- Thence, South 37°36'52" West, a distance of 225.20 feet to an 1/2" iron pin and cap (set);
- Thence, South 27°11'57" West, a distance of 172.55 feet to an 1/2" iron pin and cap (set);
- Thence, South 11°57'35" West, a distance of 55.16 feet to an 1/2" iron pin and cap (set);
- Thence, South 21°52'25" East, a distance of 51.56 feet to an 1/2" iron pin and cap (set);
- Thence, South 26°00'11" East, a distance of 60.63 feet to an 1/2" iron pin and cap (set);
- Thence, South 03°07'13" East, a distance of 49.60 feet to an 1/2" iron pin and cap (set);
- Thence, South 20°45'12" West, a distance of 272.28 feet to an 1/2" iron pin and cap (set);
- Thence, South 11°54'22" West, a distance of 99.51 feet to an 1/2" iron pin and cap (set);
- Thence, South 03°03'42" West, a distance of 205.94 feet to an 1/2" iron pin and cap (set);

The intent of this description for this 16 foot wide Ingress/Egress Easement Access is for the beginning of the east side of the 16 foot wide Ingress/Egress Easement Access to extend to intersect the above referenced right-of-way line and the end of the east side to extend to intersect the Wetlands Reserve Easement Survey of the Falconite Farms, Inc. property.

Together with and subject to covenants, easements, and restrictions of record, said Ingress/Egress Easement for USDA\NRCS Wetlands Reserve Easement on the Falconite Farms, Inc., property contains 1.48 acres, as shown on plat of survey dated Jan. 5, 2012 as prepared by Simmons Engineering, Inc. Terry L. Simmons, Professional Land Surveyor No. 3559.

SIMMONS ENGINEERING, INC.



*Terry L. Simmons*  
 Terry L. Simmons, PLS 3559  
 Jan. 5, 2012

# EXHIBIT B

075

**Ingress/Egress Easement Description  
For the Benefit of Access to  
Wetlands Reserve Program  
On The Property of  
Falconite Farms, Inc.  
In  
McCracken County, Kentucky  
(1.48 Acreage Ingress/Egress Access)  
For  
USDA/NRCS**

An 16' wide Ingress/Egress strip of land, lying and being in McCracken County, KY, said Ingress/Egress strip of land being located on the property of Falconite Farms, Inc., as shown on Wetlands Reserve Easement Survey for USDA/NRCS on the Falconite Farms, Inc. property, said easement prepared by Terry L. Simmons, PLS 3559 of Simmons Engineering, Inc., dated Jan. 5, 2012 from a field survey conducted in November and December of 2011 said easement being recorded in Plat Section 1, Page 129 in the office of the County Court Clerk of McCracken County, KY, said Falconite Farms, Inc., property appearing in Deed Book 1150, Page 618, Tract 1, Tract 2 and Tract 3 (also see plat recorded in Plat Section "L", page 629) in the Office of the County Court Clerk of McCracken County KY and said west side of this 16 foot wide Ingress/Egress Easement being more particularly described as follows:

Beginning at a ½" iron pin (set), said iron pin being Number 1 (POB Ingress/Egress) as shown on plat dated Jan. 5, 2012, for Falconite Farms, Inc., Wetlands Reserve Easement Program Boundary Survey as prepared by Simmons Engineering, Inc., Terry L. Simmons, Professional Land Surveyor No. 3559, (all set iron pins are ½" diameter x 18" long with plastic cap stamped "TLS/SEI KY PLS 3559" w/witness post unless otherwise noted), said iron pin being on the west side of this 16 foot wide Ingress/Egress Easement Access, said iron pin being in the south right-of-way line of Luigs Lane, said iron pin being 25 feet as measured perpendicularly from a point in the centerline of Luigs Lane, said point being approximately 2473 feet as measured in a southeasterly direction along the centerline of Luigs Lane from the approximate centerline of a 24 inch reinforced concrete pipe crossing under said Luigs Lane;

Thence, from the point of beginning leaving said right of way along a paved private drive through the property of Falconite Farms, Inc., appearing in Deed Book 1150 Page 68, Tract 1, South 38°22'27" West, a distance of 138.88 feet to an ½" iron pin and cap (set);

Thence, South 03°03'47" West, a distance of 372.43 feet to an ½" iron pin and cap (set);

Thence, South 07°05'53" West, a distance of 373.97 feet to an ½" iron pin and cap (set);

Thence, South 02°59'29" West, a distance of 225.15 to a point, said point being witnessed by an ½" iron pin (set) at South 77°24'18" West, a distance of 70.49 feet;

Thence, from said point South 77°24'18" West, a distance of 70.49 feet to an ½" iron pin and cap (set) along an improved road;

Thence, South 26°11'41" West, a distance of 168.09 feet to an ½" iron pin and cap (set);

Thence, South 38°21'13" West, a distance of 111.62 feet to an ½" iron pin and cap (set);

Thence, South 45°05'20" West, a distance of 223.38 feet to an ½" iron pin and cap (set);

Thence, South 33°45'44" West, a distance of 160.95 feet to an ½" iron pin and cap (set);

Thence, South 18°22'18" West, a distance of 165.75 feet to an ½" iron pin and cap (set);

Thence, South 00°47'54" East, a distance of 205.99 feet to an ½" iron pin and cap (set);

Thence, South 09°02'22" West, a distance of 200.49 feet to an ½" iron pin and cap (set);

Thence, South 33°12'02" West, a distance of 150.59 feet to an ½" iron pin and cap (set);

Thence, South 13°53'13" West, crossing at 100.39 feet the south line of the Falconite Farms, Inc. property appearing in Deed Book 1150, Page 618 Tract 1 and the north line of the Falconite Farms, Inc. property appearing in Deed Book 1150, Page 618 Tract 2 (Plat Section "L", Page 629) for a total distance of 174.87 feet to an ½" iron pin and cap (set);

approximately 2473 feet as measured in a southeasterly direction along the centerline of Luigs Lane from the approximate centerline of a 24 inch reinforced concrete pipe crossing under said Luigs Lane;

Thence, from the point of beginning South 60°09'48" East, a distance of 232.28 feet to an ½" iron pin and cap w/witness post (set) ;

Thence, South 57°27'15" East, a distance of 171.43 feet to an ½" iron pin and cap w/witness post (set);

Thence, South 49°33'03" East, crossing at 212.44 feet the east line of Falconite Farms, Inc. property appearing in Deed Book 1150, Page 618, Tract 2 (Plat Section "L", Page 629) and the west line of the Falconite Farms, Inc. property appearing in Deed Book 1150, Page 618, Tract 3 (Plat Section "L", Page 629) for a total distance of 380.25 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 55°11'30" East, a distance of 87.07 feet to an ½" iron pin and cap w/witness post (set);

Thence, South 34°15'20" East, a distance of 308.25 feet to an ½" iron pin and cap w/witness post (set);

Thence, South 58°09'55" East, a distance of 236.94 feet to an ½" iron pin and cap w/witness post (set);

Thence, South 40°50'39" East, a distance of 149.03 feet to an ½" iron pin and cap w/witness post (set), said iron pin being in the west line of the property of Rose Marie Wurth and her husband William T. Wurth appearing in Deed Book 672, Page 22 (also see Deed Book 432, Page 652 and Deed Book "R", pages 3, 4, 5 and 6) in the office of the County Court Clerk of McCracken County, KY;

Thence, continuing along the west line of the aforementioned Wurth property South 02°04'05" West, a distance of 932.39 feet to an ½" iron pin w/ cap CDG 3219 (found) and witness post (set), said iron pin being the southwest corner of the aforementioned Wurth property;

Thence, continuing along the south line of the aforementioned Wurth property South 68°05'02" East, passing at 1295.53 feet an iron pin and cap CDG 3219 (found) for a total distance of 1308.43 feet to an ½" iron pin and cap w/witness post (set) ;

Thence, South 03°31'20" West, a distance of 1626.32 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 48°55'53" West, a distance of 198.64 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 54°38'10" West, a distance of 164.10 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 50°40'37" West, a distance of 327.32 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 58°54'24" West, a distance of 498.71 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 59°53'14" West, a distance of 182.20 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 72°05'43" West, a distance of 219.43 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 71°26'46" West, a distance of 193.55 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 73°20'57" West, a distance of 192.78 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 74°15'17" West, a distance of 282.43 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 74°17'49" West, a distance of 283.76 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 81°32'36" West, a distance of 290.38 feet to an ½" iron pin and cap w/witness post (set), crossing the west line of the Falconite Farms, Inc., property appearing in Deed Book 1150, Page 618, Tract 4 (Plat Section "L", Page 629) and the east line of the Falconite Farms, Inc., property appearing in Deed Book 1140, Page 57;

Thence, South 86°36'50" West, a distance of 243.81 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 61°34'57" West, a distance of 280.72 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 82°33'37" West, a distance of 279.34 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 85°59'09" West, a distance of 282.27 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 06°29'07" East, a distance of 2292.37 feet to an ½" iron pin and cap w/witness post (set);

Thence, South 85°13'32" East, a distance of 444.30 feet to an ½" iron pin and cap w/witness post (set);

Thence, North 88°44'48" East, a distance of 103.89 feet to an ½" iron pin and cap w/witness post (set);

Thence, along an arc turning to the left, an arc distance of 162.09 feet, said arc having a radius of 109.00 feet and said arc being subtended by a chord bearing of North 46°08'40" East, a distance of 147.57 feet to an 1/2" iron pin and cap w/witness post (set);

Thence, North 03°32'32" East, a distance of 85.69 feet to an 1/2" iron pin and cap w/witness post (set);

Thence, along an arc turning to the right, an arc distance of 125.65 feet, said arc having a radius of 161.00 feet and said arc being subtended by a chord bearing of North 25°54'02" East, a distance of 122.49 feet to an 1/2" iron pin and cap w/witness post (set);

Thence, North 48°15'31" East, a distance of 86.78 feet to an 1/2" iron pin and cap w/witness post (set);

Thence, North 57°34'27" East, a distance of 67.70 feet to an 1/2" iron pin and cap w/witness post (set);

Thence, along an arc turning to the right, an arc distance of 97.03 feet, said arc having a radius of 119.66 feet and said arc being subtended by a chord bearing of North 80°48'18" East, crossing at 61.54 feet (arc distance) the east line of the Falconite Farms, Inc., property appearing in Deed Book 1140, Page 57 and the west line of the Falconite Farms, Inc., property appearing in Deed Book 1150, Page 618, Tract 4 (Plat Section "L", Page 629) for a total distance of 94.40 feet to an 1/2" iron pin and cap w/witness post (set);

Thence, South 70°46'00" East, a distance of 142.17 feet to the point of beginning, said easement for the USDA/NRCS containing an area of 176.13 acres and all bearings in this description being referenced to the NAD83 Kentucky State Plane South Grid.

Together with and subject to covenants, easements, and restrictions of record, said easement for USDA/NRCS Wetlands Reserve Program of the Falconite Farms, Inc., property contains 176.13 acres more or less, as shown on plat of survey dated Jan. 5, 2012, as prepared by Simmons Engineering, Inc. Terry L. Simmons, Professional Land Surveyor No. 3559.

SIMMONS ENGINEERING, INC.



*Terry L. Simmons*  
Terry L. Simmons, PLS 3559  
Jan. 5, 2012

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**EXHIBIT C**

Not applicable



**EXHIBIT D**

Not applicable

STATE OF KENTUCKY }  
COUNTY OF McCRACKEN } SCT.

I, Jeff Jerrell, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing instrument of writing was lodged for record on the 9<sup>th</sup> day of May 20 12 at 8:30A M. o'clock, and I have recorded the same together with this and the foregoing certificate in my office in

Jeel Book No. 1230 Page No. 63  
Given under my hand this 9<sup>th</sup> day of May 20 12

JEFF JERRELL, CLERK  
By Julie Duggan