

SUBORDINATION AGREEMENT

This Agreement is entered into by and among the Fayette County Rural Land Management Board, Inc. (the "Board"), a Kentucky non-profit corporation, with an office located at 200 E. Main Street, Lexington, Kentucky 40507; and _____ having an address at _____ ("Grantor"); and _____, having an address at _____ ("Lessee").

WHEREAS, Grantor is the owner of that certain real property in Fayette County, Kentucky described in Exhibit A attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Lessee is the holder of that certain Lease executed by Grantor which is encumbering the Property; and

WHEREAS, the Board is obtaining an Easement over the property described in Exhibit A with the Grantor pursuant to a Deed of Agricultural Land Easement dated _____, 20__ from the Grantor to the Board to be recorded in the Fayette Clerk's Office, the ("Easement"); and

WHEREAS, upon Grantors' request, Lessee has consented to subordinate the Lease to the terms of the Easement; and

WHEREAS, the Easement would not otherwise be granted by Grantor nor authorized by the Board without subordination of the Lease being executed 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 Lease is subordinated and hereafter shall be junior to the Easement to the extent necessary to permit the Board to enforce the purpose of the Easement and to prevent any modification or extinguishment of the Easement by the exercise of any right of the Lessee.
2. Lessee may be joined as a defendant in any action to enforce the Easement but the Board shall not seek damages, fees, or costs of any kind from the Lessee, provided that the Easement shall have priority over any judgment entered for any costs, fees, or damages under the Easement.
3. In the event of a legal or equitable action seeking to enforce the Easement, including but not limited to judicial decree, Injunction, Temporary Restraining Order, or pursuant to a power of sale, the Lease shall not be extinguished but shall survive and continue to encumber the Property. Provided however, that any action by the Board to

enforce the Easement against the Grantor shall not trigger any rights granted under the Lease to Lessee other than the right of quiet enjoyment of the Property.

4. If circumstances arise under which an amendment to or modification of the Easement would be appropriate or desired, and provided said amendment or modification does not in any way materially reduce or alter Lessee's rights or interests under its Lease, Grantor and the Board may by mutual written agreement jointly amend the Easement and the Lease shall be subordinate to such amendment.

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

6. This Subordination Agreement shall not be recordable unless the Lease has been previously recorded.

Entered into this _____ of _____, 20__.

FAYETTE COUNTY RURAL LAND
MANAGEMENT BOARD, INC.

Gregory A. Bibb, as Chairman

GRANTOR:

LESSEE:

By: _____

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this day _____ of _____, 20____, by Gregory A. Bibb, as Chair of the Fayette County Rural Land Management Board, Inc., a Kentucky non-profit corporation, on behalf of the corporation.

NOTARY PUBLIC, State at Large
My commission expires: _____

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF FAYETTE)

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

NOTARY PUBLIC, State at Large
My commission expires: _____

STATE OF FAYETTE)
) SS
COUNTY OF FAYETTE)

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

NOTARY PUBLIC, State at Large
My commission expires: _____

**THIS INSTRUMENT IS PREPARED BY AND UPON
RECORDATION RETURN TO:**

Lexington, Kentucky 40507

EXHIBIT "A"
PROPERTY