## <u>SITE SPECIFIC AGREEMENT – RE: UNITS 5 & 6, PHASE 2 OF ASH TREE</u> <u>PROPERTIES, III (104 LOTS)</u>

This Site Specific Agreement (the "Agreement") is made and entered into July 2018 by and among LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter "LFUCG"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; CITY OF NICHOLASVILLE, KENTUCKY; hereinafter "CITY"; and BALL HOMES, LLC, hereinafter "BALL".

## WITNESSETH:

WHEREAS, BALL currently owns real estate located in Jessamine County, Kentucky, identified as Ash Tree Unit 5 and 6, Phase 2 as more particularly described on Sheet 1 of Exhibit "A", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, conditioned upon the agreement of BALL to comply with and subject to the terms and conditions of this Agreement, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property.

- NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, BALL, JSEWD and LFUCG hereby covenant and agree as follows:
- 1. <u>Sewer Capacity</u>. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed 19,968 gallons per day (average daily flow) for sewage collection and conveyance.
- 2. <u>Agreement to Serve.</u> Conditioned upon BALL's full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by BALL, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by BALL to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to

the Property. BALL expressly agrees that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction and approval for acceptance. Although it is expressly acknowledged by BALL that JSEWD may require that there be connections to the Property sanitary sewer system provided to adjoining properties, BALL expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer or storm water facilities to be constructed without the prior written authorization from JSEWD and LFUCG.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for BALL by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in Exhibit "A", BALL must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event BALL fails to complete all requirements under this Agreement within 730 days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

- 3. <u>Connection Fees.</u> BALL agrees to pay the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event Ball does not construct the homes on all of the lots, then any successor in title to said lots shall be responsible for the Connection Fee at the time the building permit is issued.
- 4. <u>Additional Fees.</u> In addition to the Connection Fees heretofore referenced, BALL agrees to pay the full cost of sewer service to the Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):
  - (a) BALL shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services of JSEWD and/or LFUCG in any way related to the sanitary sewer system.
  - (b) BALL shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and BALL agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, P.O. Box 731, Nicholasville, Kentucky 40340-0731. JSEWD will calculate and bill BALL or the appropriate user for such Sewer User Fees, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall

- be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.
- (c) If required, BALL shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.
- (d) Pre-treatment permit fees/ Extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-59.
- 5. <u>Lien To Secure Payment of Connection Fees and Additional Fees.</u> JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.
- 6. Sanitary Sewer and Storm Water Management Installations. To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, BALL agrees to construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Exhibit "A", all on-site and off-site installations and facilities required by LFUCG to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, BALL shall size and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, BALL agrees to construct, according to the plans and specifications approved by the CITY, JSEWD, LFUCG and the Kentucky Division of Water as reflected in Exhibit "A", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph seven (7) herein for sanitary sewer systems, except that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management (City of Nicholasville) shall inspect and accept the storm water management installations. The

foregoing improvements, both sanitary and storm water systems, may be referred to as the "Improvements" and Exhibit "A" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, BALL will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

- 7. <u>Procedures for the Property Sewer System.</u> BALL agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works, Jessamine County and JSEWD relating to the Improvements, and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:
  - (a) During construction of the Improvements, Jessamine County, JSEWD and LFUCG shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by BALL. BALL shall also provide JSEWD and LFUCG with periodic written certifications by BALL's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.
  - Upon substantial completion of construction of the Improvements (as (b) defined in the SSA) or any part thereof, BALL's engineer may deliver a signed certificate of substantial completion to JSEWD certifying to JSEWD and LFUCG that the construction is substantially completed, that the construction has been done thus far in accordance with all permits, approved Plans (as defined in the SSA) and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. Upon receipt of the above, payment of all fees due at the time and the posting of the Warranty Work and Punch List Sureties (as defined in attached exhibits), BALL may apply for tap-on permits from JSEWD at the time when building permits are issued for that portion of the project substantially completed, but there shall be no physical tap-on to the sewer main until and unless the entire project is completed, accepted by JSEWD and conveyed by BALL to JSEWD. Upon substantial completion and BALL's provision of the Punch List Surety and the Warranty Work Sureties (as described in Paragraph 9i below), and

- BALL's compliance with the other terms and conditions of this SSA, JSEWD will sign-off on and approve BALL's final record plat for the Property.
- (c) At least seven (7) days prior to final inspection by JSEWD and LFUCG, BALL shall provide JSEWD and LFUCG with three sets of digital (AutoCAD) of the "as-built" plans, prepared by BALL's engineer, showing the location of all installations related to the Improvements as constructed. BALL shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. BALL shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.
- (d) Upon completion of construction of the Improvements or any part thereof, BALL's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. BALL shall provide proof satisfactory to JSEWD that all contractors, subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system, and final inspection by JSEWD and LFUCG of the Property sanitary sewer and stormwater conveyance system, a letter of acceptance of the Property sanitary sewer system shall be delivered to BALL by JSEWD.
- 8. <u>Use of Property Sanitary Sewer System.</u> The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.
- 9. <u>Representation and Warranties of BALL</u>. In order to induce JSEWD and LFUCG to enter into this Agreement, BALL hereby represents and warrants to JSEWD and LFUCG as follows:
  - (a) BALL is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. BALL has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly

authorized by all necessary action on the part of BALL. This Agreement has been duly executed and delivered by BALL and constitutes the legal, valid and binding obligation of BALL enforceable against it in accordance with its terms.

- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of, BALL's organizational documents, or any other agreement to which BALL is a party.
- (c) BALL covenants to obtain any consent, approval or authorization of any third party required in connection with BALL's execution and delivery of this Agreement or the performance by BALL of the obligations contemplated herein has been obtained.
- (d) BALL has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements which would conflict with this Agreement.
- (e) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

- (i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);
- (ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);
- (iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and
- (iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E)

petroleum, petroleum. product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at <u>set seq.)</u>; (G) explosive; or (H) radioactive.

- (v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.
- (f) BALL is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.
- (g) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for the undeveloped portion of BALL's property as described Phases 3 and 4 on Sheet 1C of Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described on Sheet 1 of Exhibit "A".
- (h) BALL hereby represents and warrants to JSEWD and LFUCG that the Improvements will be repaired, constructed and installed in accordance with the Plans (Exhibit A) and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in workmanship. BALL agrees to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of BALL's engineer's certification of completion relative to the storm sewer system. The sanitary sewer and storm sewer warranty and punch list obligations above shall be secured by separate warranty bonds or letters of credits, acceptable to JSEWD, posted for the time periods above made in favor of JSEWD by BALL - one bond or letter of credit for the sanitary sewer system warranty work and punch list items and another bond or letter of credit for the storm sewer warranty work and punch list items. Each of the above bonds or letters of credits shall not be released in part or whole without prior written approval of JSEWD and LFUCG, which approval shall not be unreasonably withheld.

- 10. Easement. BALL hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. BALL agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, BALL further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, BALL agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. BALL hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. BALL and JSEWD agree to assign to LFUCG a right of access and ingress and egress to the sanitary sewer system and to the Property.
- 11. <u>Mortgage Liens.</u> Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of JSEWD under this Agreement and the easement dedication herein contemplated.
- 12. <u>Notices.</u> All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

LFUCG
Department of Environmental
Quality and Public Works
200 East Main Street
Lexington, KY 40507

Jessamine-South Elkhorn Water District P.O. Box 731 Nicholasville, KY 40356

Ball Homes, LLC 3609 Walden Drive Lexington, KY 40517

Mayor City of Nicholasville 517 North Main Street Nicholasville, KY 40356 With copy to:
 LFUCG
 Department of Law
 200 East Main Street
 Lexington, KY 40507

With copy to:
Bruce E. Smith, Esq.
201 South Main
Nicholasville, KY 40356

With copy to:

Mr. Bob Amato 517 North Main Street Nicholasville, KY 40356

- 13. <u>Indemnification</u>. BALL shall indemnify and reimburse JSEWD, the City and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of BALL herein; (b) any breach of or noncompliance by BALL with any covenant or agreement of BALL contained in this Agreement; (c) any negligent or wrongful act of BALL, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.
- 14. <u>Compliance with Law.</u> BALL agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. BALL agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works, the JSEWD, and the City relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.
- 15. <u>Exhibit Incorporation by Reference</u>. Exhibits "A' and "B" attached hereto are hereby incorporated by reference as if set out fully herein.
- 16. <u>Binding Effect, Assignment.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. BALL's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.
- 17. <u>Costs and Attorney's Fees.</u> JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees.
- 18. <u>Amendment/Waiver.</u> No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
- 19. <u>Covenants Running with Land.</u> BALL, and its successors in title agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to

comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a "Covenant Running with the. Land", and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

- 20. <u>Undertakings</u>. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD, the City, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD, City of Nicholasville, and LFUCG related to defects, omissions or failures in design, construction or installation.
- 21. <u>Governing Law.</u> This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky. Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court.

If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

- 22. <u>Captions</u>. The captions of each section herein are for convenience only and shall not affect the construction hereof.
- 23. <u>Multiple Copies</u>. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.
- 24. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

BY:

ITS: MAYOR

10 of 11

## BALL HOMES, LLC BY: NAME: ITS: JESSAMINE-SOUTH ELKHORN WATER DISTRICT BY: ITS: CHAIRMAN CITY OF NICHOLASVILLE BY:

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BALL HOMES, LLC
BY:
NAME: D. Ray Ball, Jr.
ITS: President
JESSAMINE-SOUTH ELKHORN WATER DISTRICT BY:
ITS: CHAIRMAN
CITY OF NICHOLASVILLE
BY: ITS: MAYOR

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Site Specific Agreement

Ash Tree Units 5/6, Phase 2

Exhibit A

## **ASHTREE PROPERTY**

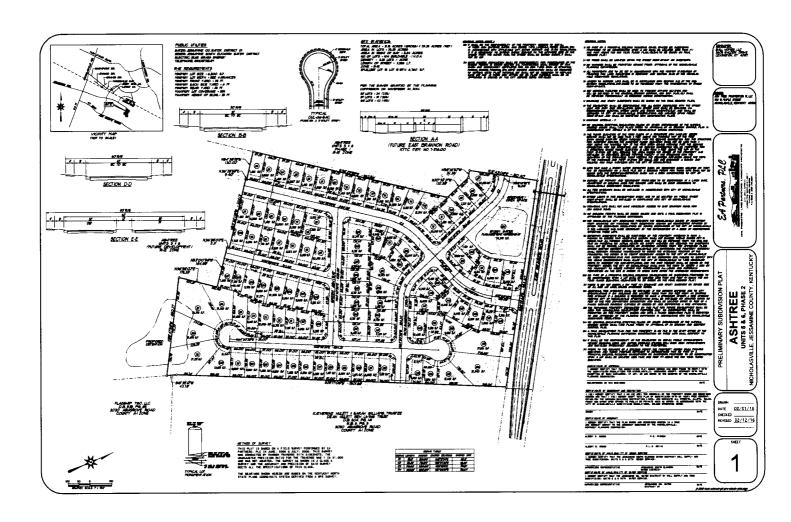
UNIT 5-6, PHASE 2

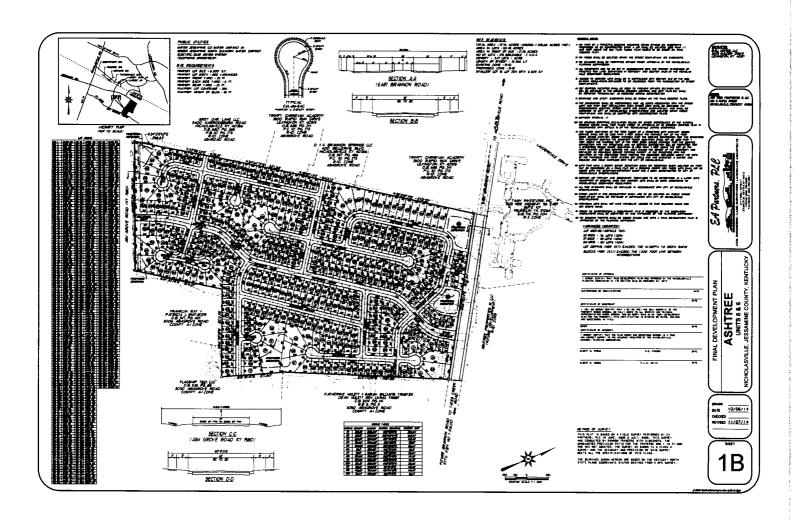


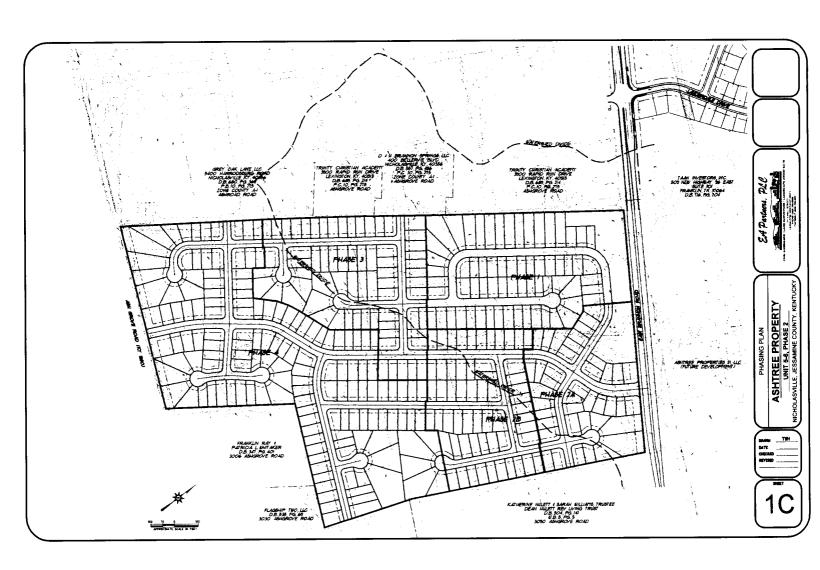


SET DATE \_\_\_\_

99 LOTS AT 400 GPD = 39,600 GPD







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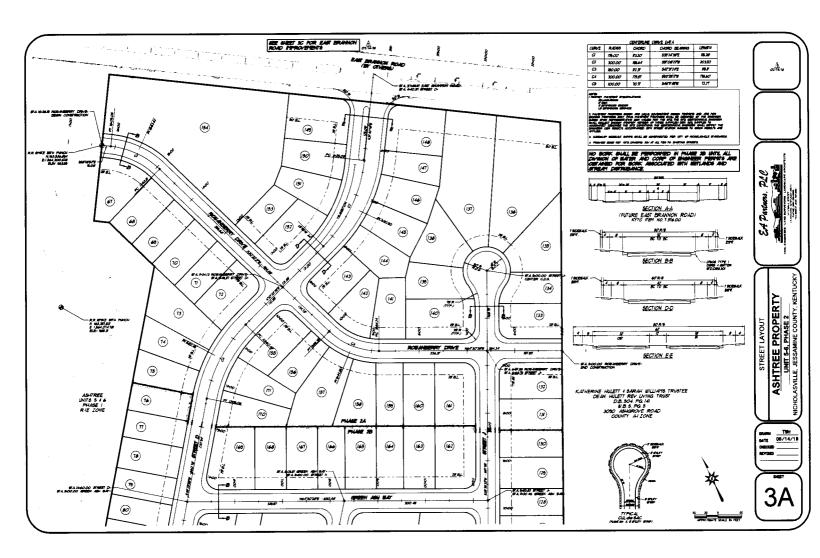
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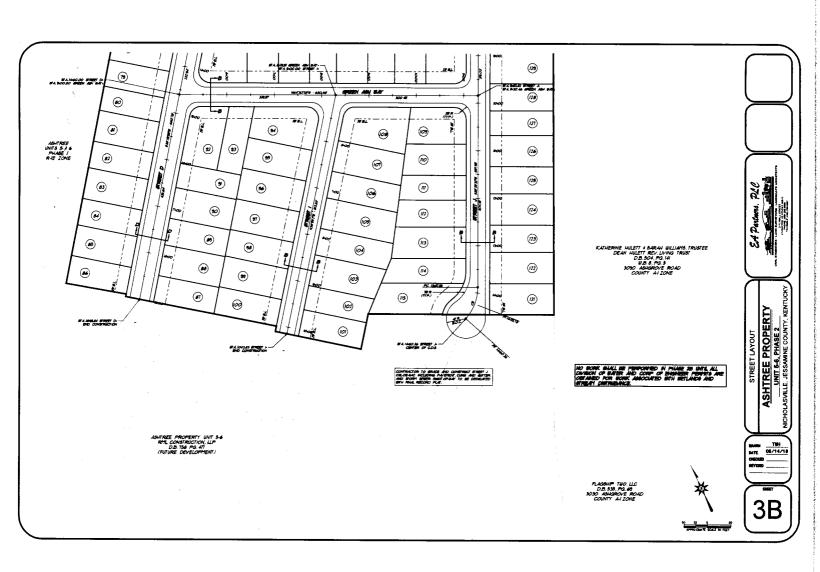
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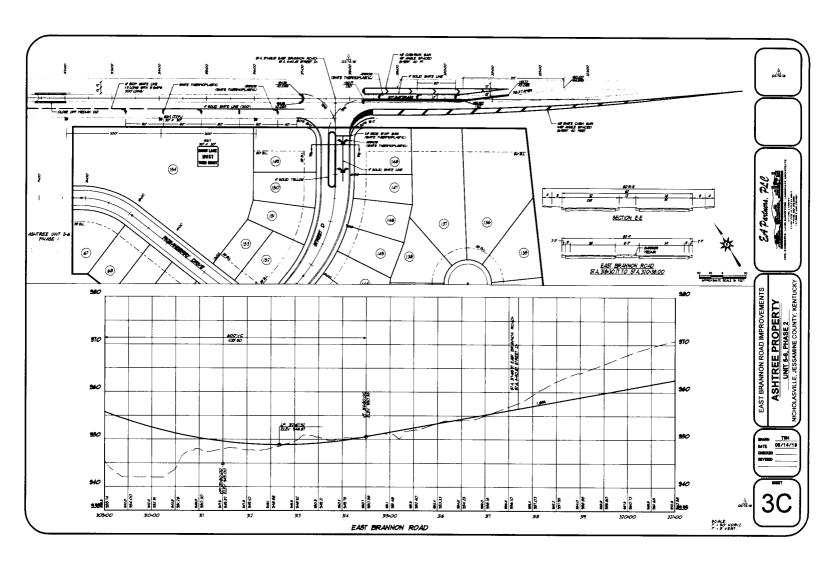
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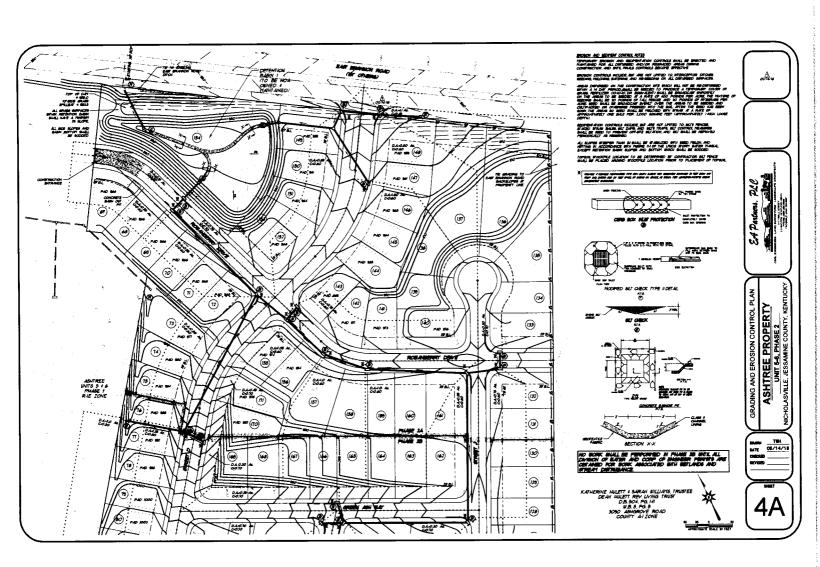
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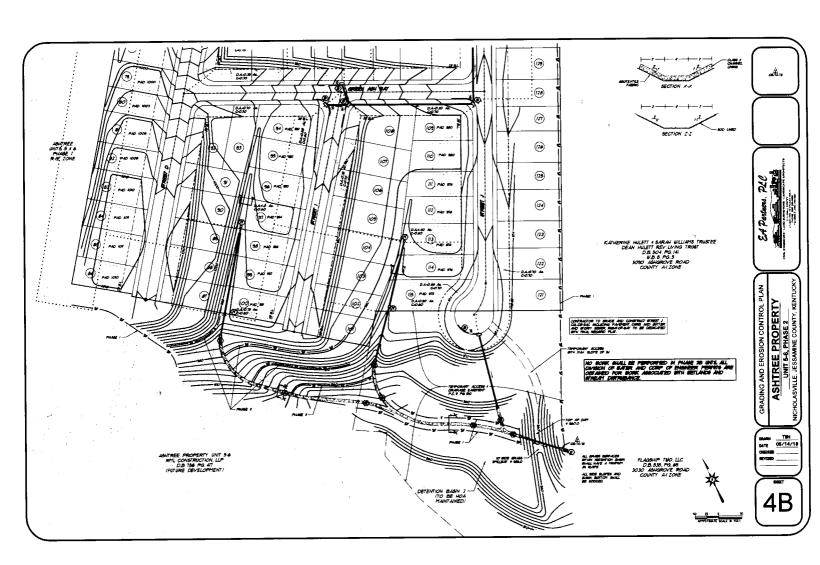
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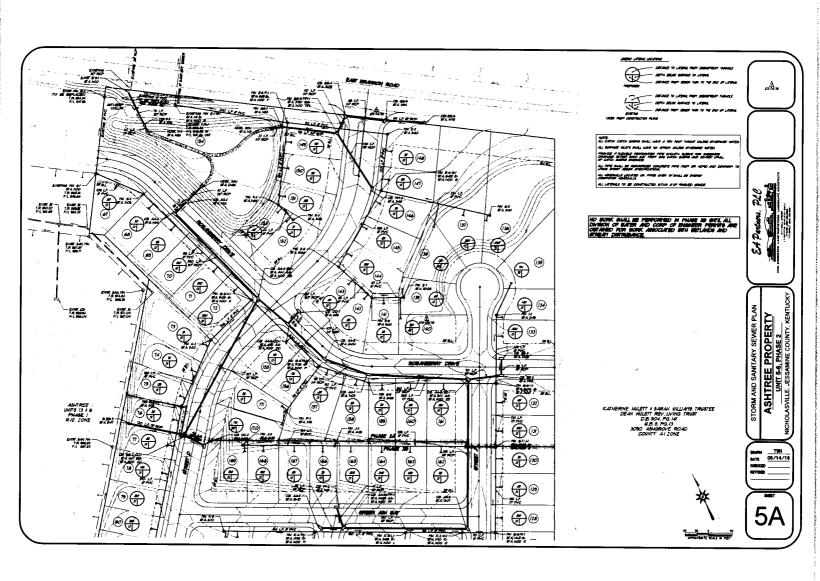


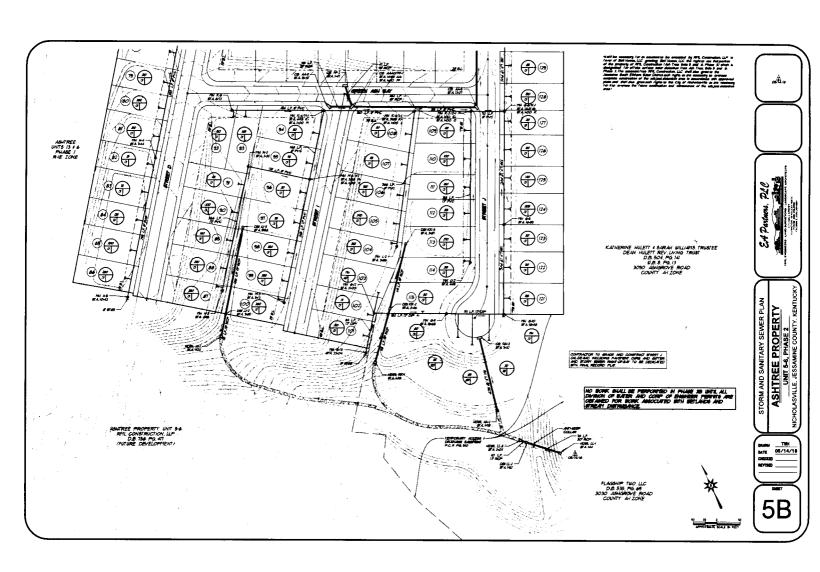


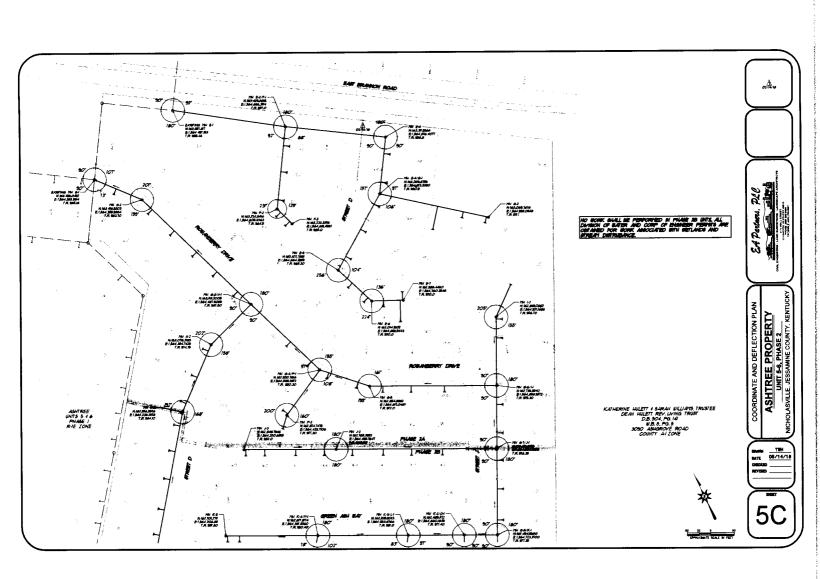


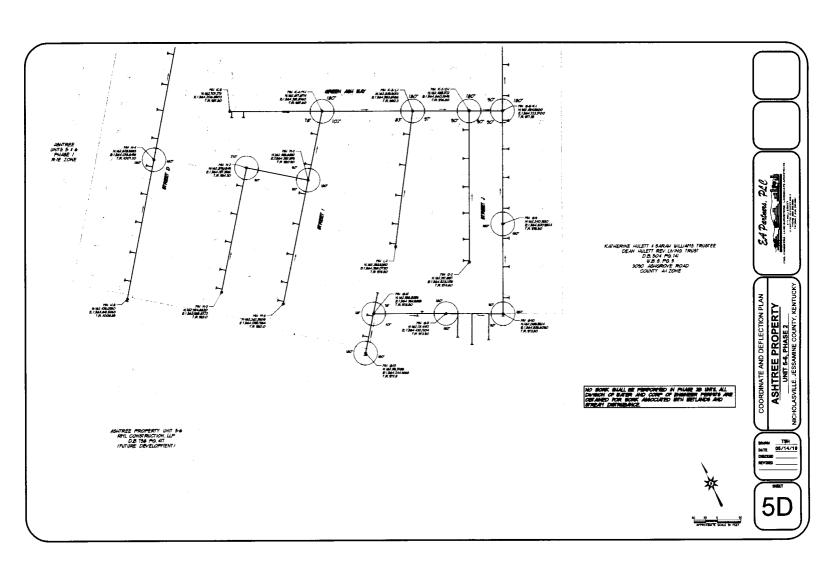


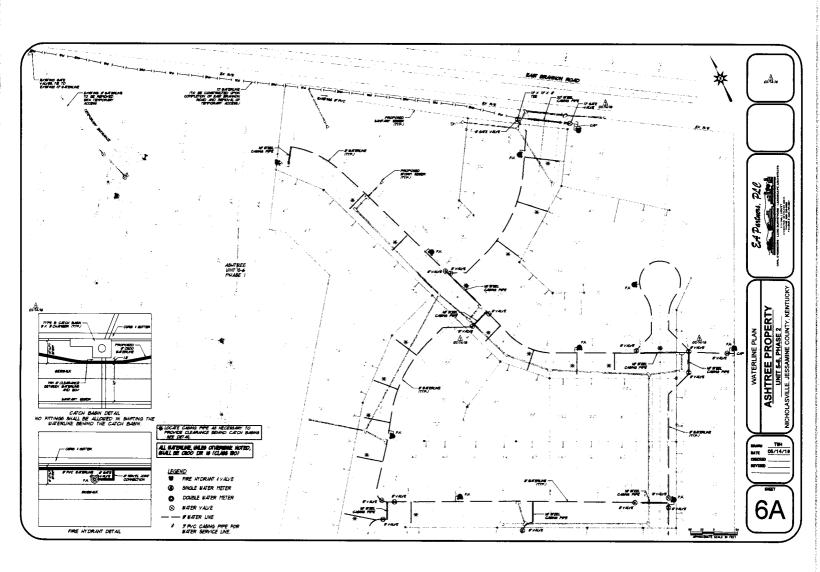


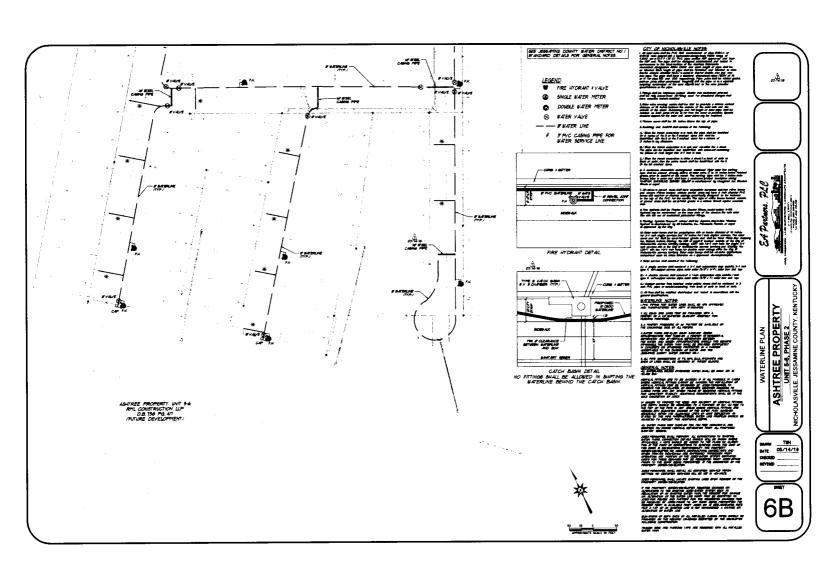


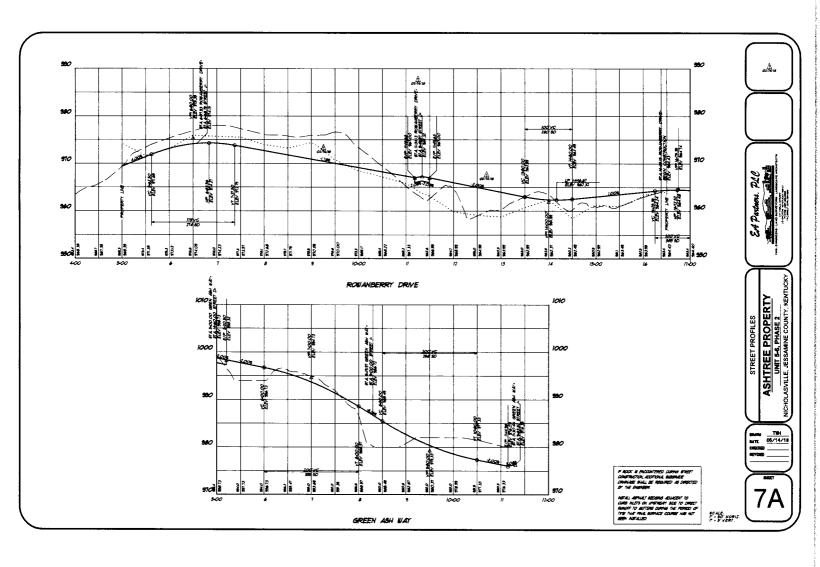


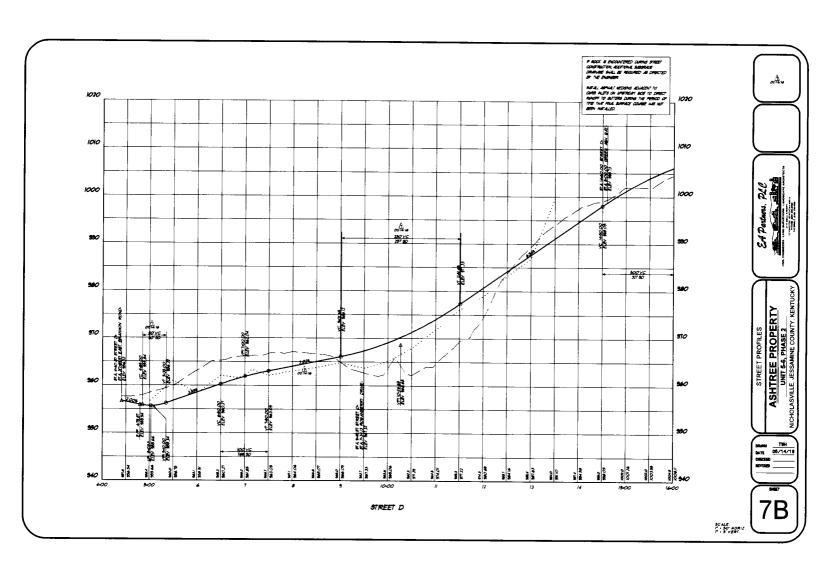


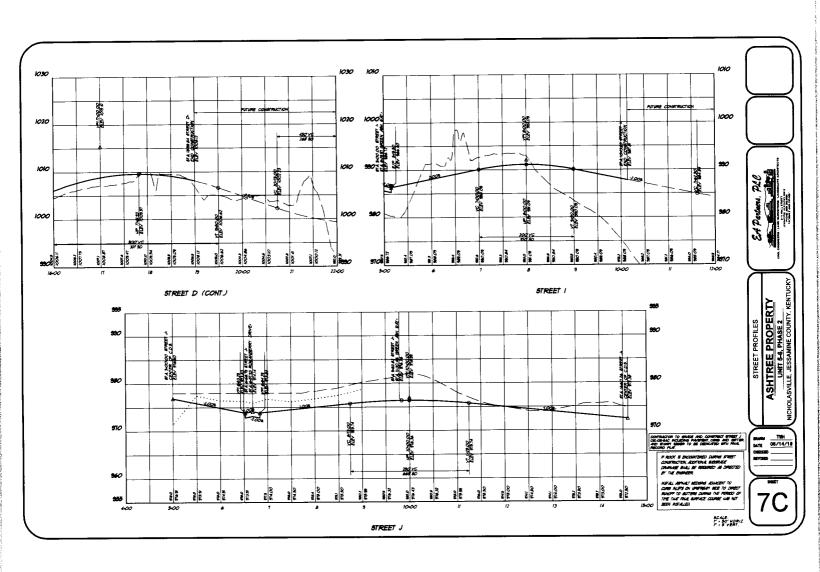


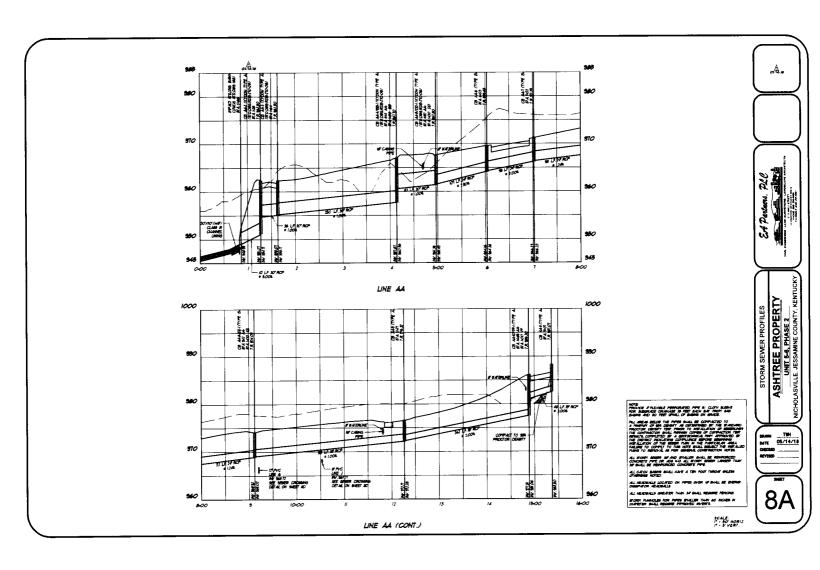


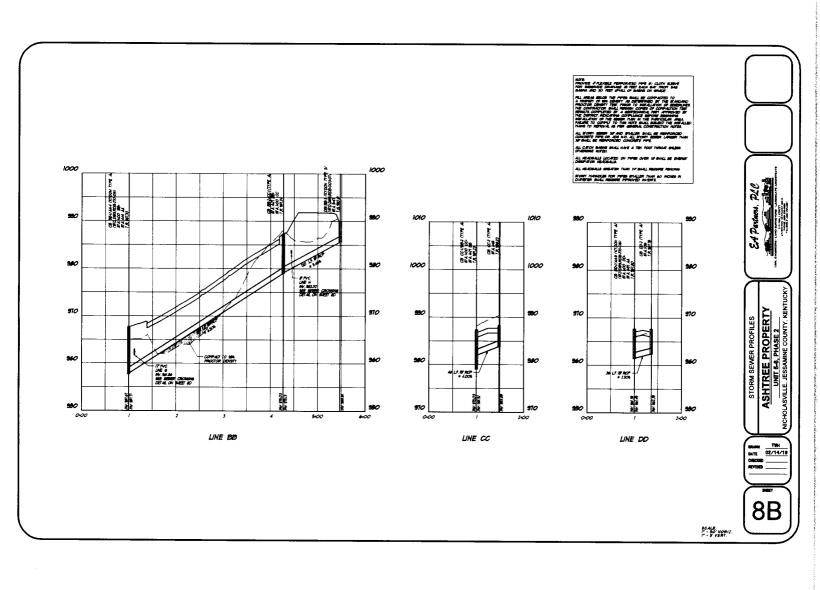


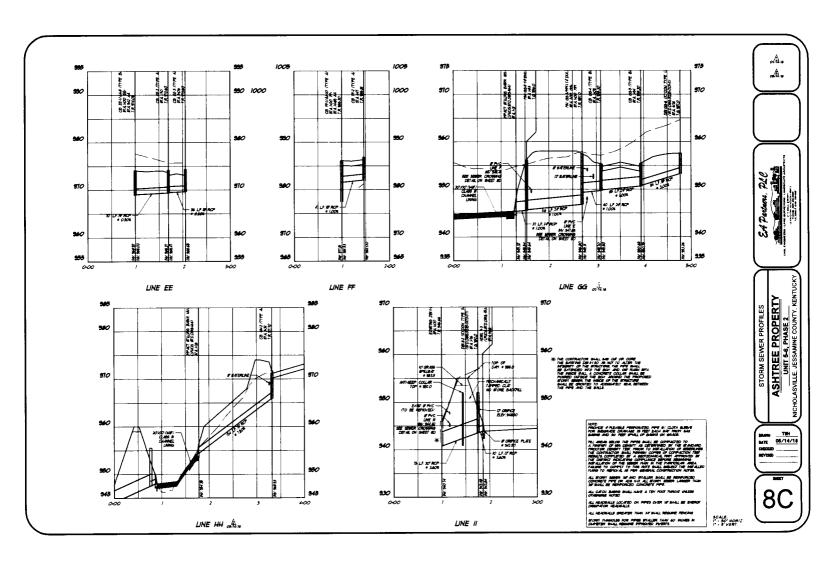


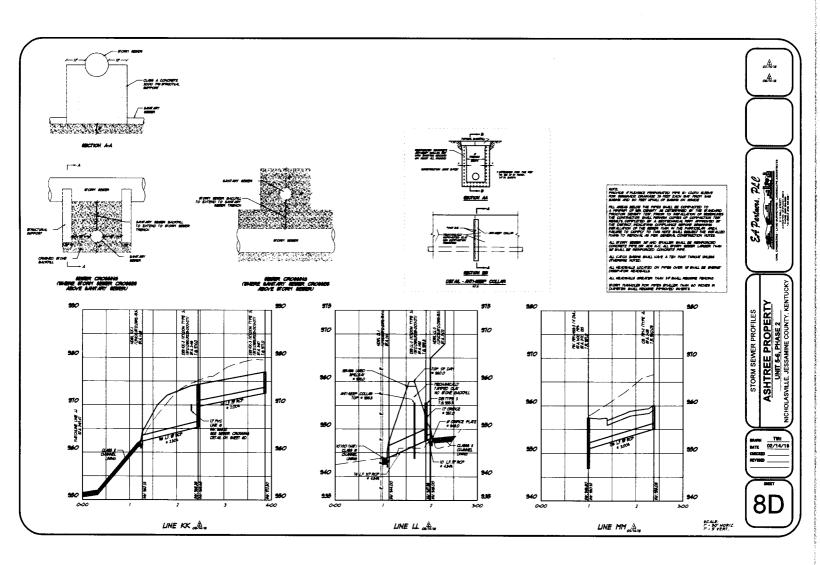


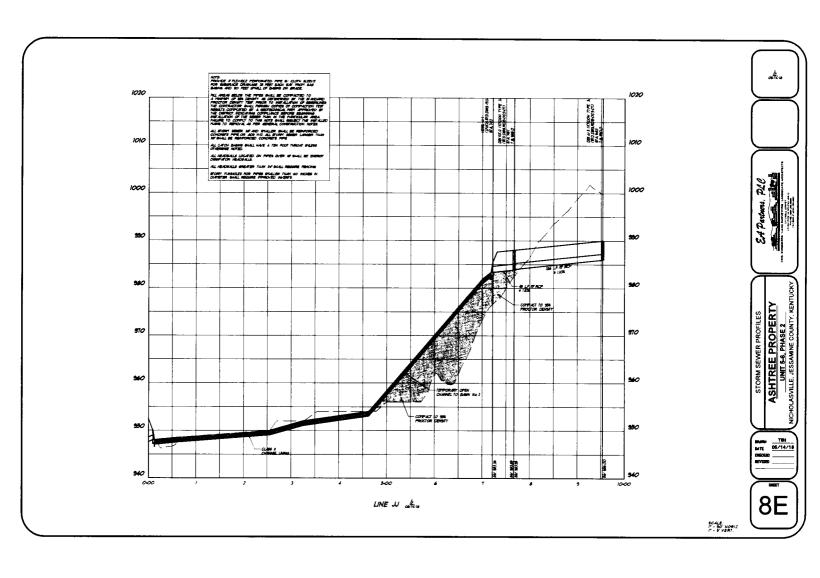


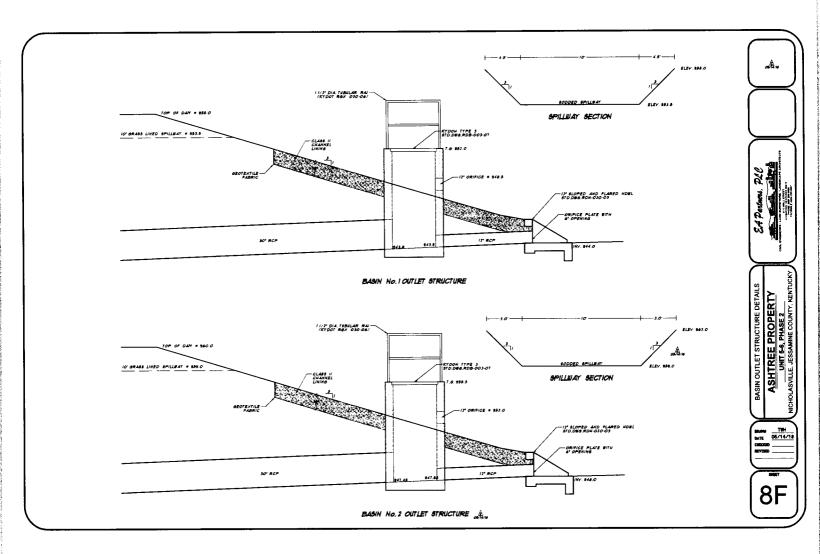


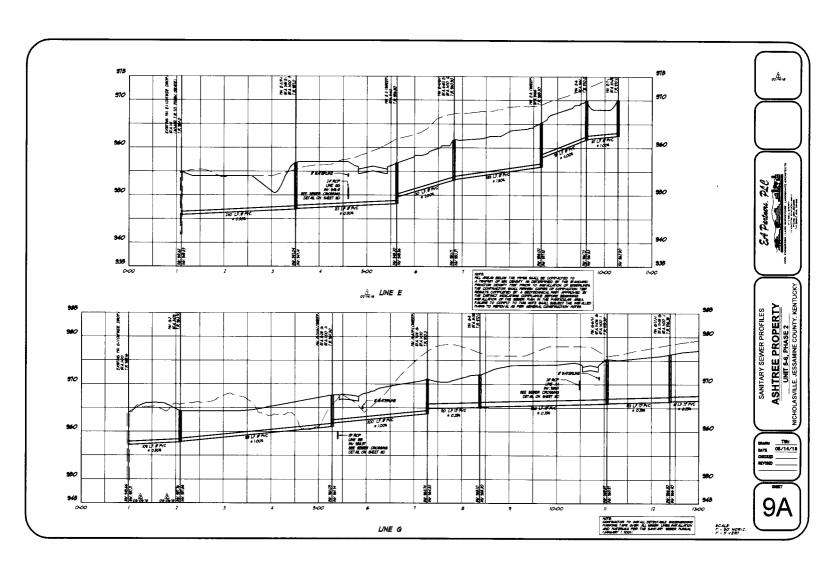


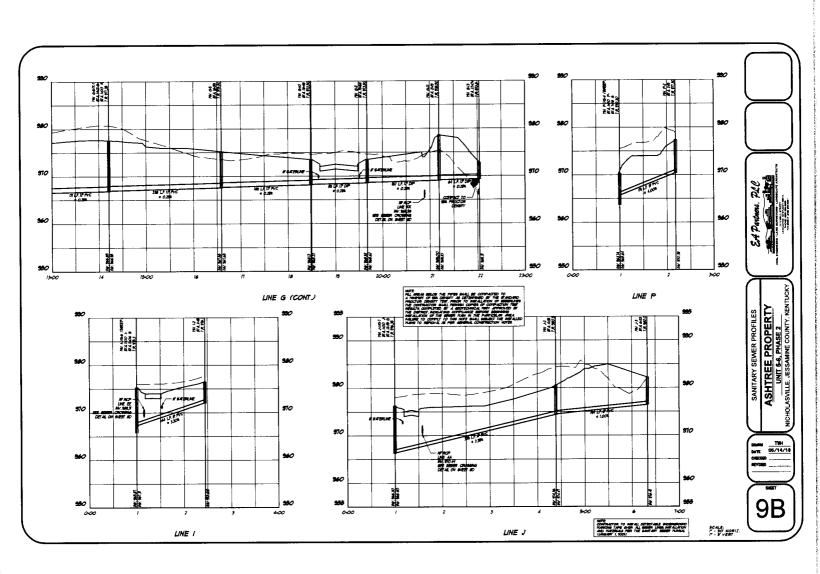


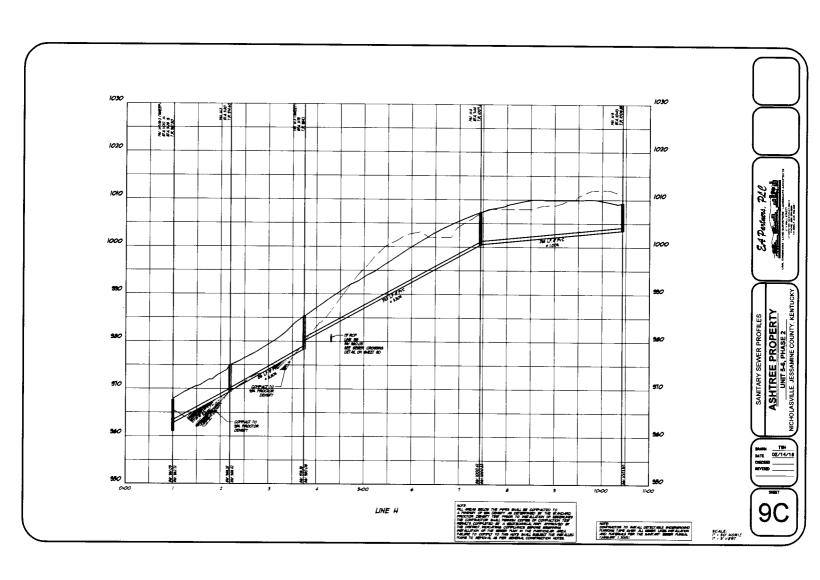


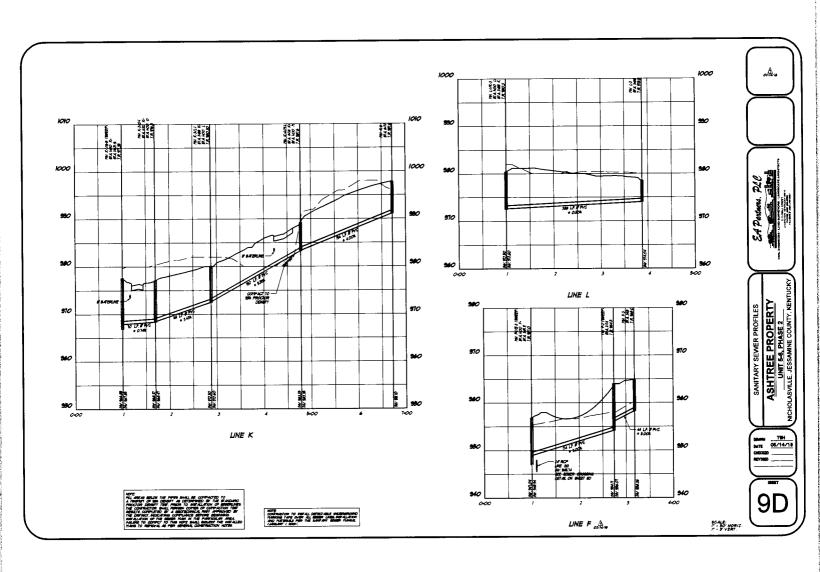


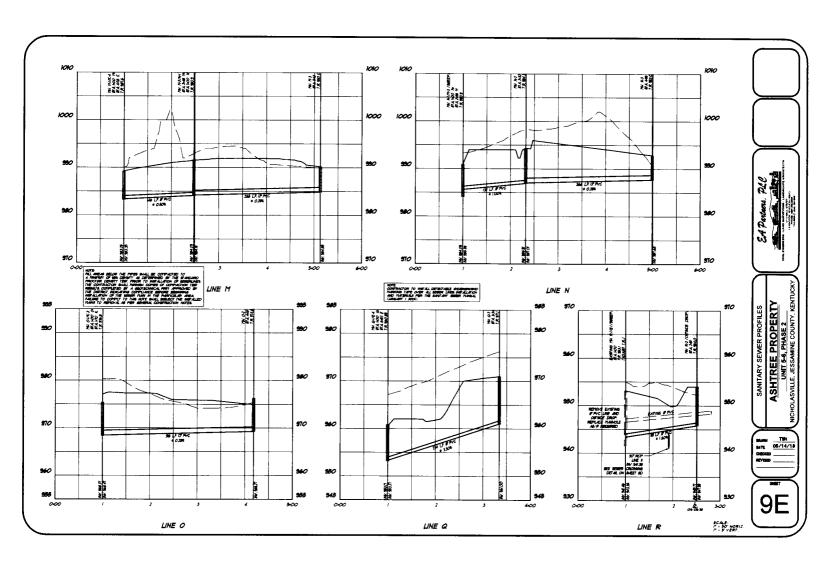












#### A. SITE DESCRIPTION

The project known os ASMTREE (MIT 6-6.
PAMSE 2, 16 o 29 over residential development incorted south of the Jeasonfew-Project Founty line near the end of asileting Gast Bromon Road. The project will involve the disturbance of approximately 25 overas. Originally the site was of exprovimentally 25 overas. Originally the site was of carried to approximately 35 of this development site discharges via direction and sever into a detentine basin No. 1 addicant to East Bromon Road or detentine basin No. 1 addicant to East Bromon Road or detentine basin No. 2 south of the Street Judices-soot. Strong aftiches the site of east of the cast of the site of the

#### B. SEDIMENT AND EROSION CONTROL MEASURES

- Prior to mobilization, all tree protection fence and all fence shall be installed.
- 2) Slif fences shall comply with detail shown on Sheet II unless otherwise specified.
- 3) The construction entranceis shall be constructed during the first phases of the mobilization.
- 4) The Detention Bosin and all tichecks shall be installed according to the details shown on the grading and erosion control plans. These structures shall be installed prior to the beginning of construction.
- 5. All monterides resulting from the cleaning and grabbing operations and be discosed of by the polytochro. The moterial shall not be burled within the lots, right-of-ways or designated greenways. Burning bits shall be located as directed by the Engineer and approved by the Fire Mornabil.
- 6) Additional erosion control measures, in addition to those shown on the plans, may be reculred. The measures may include aceding, mulching, ellit fence, straw bales, stone sitt checks, and armoring of sitt fence as recessary to prevent sail erosion.
- Ti The existing vegetation shall be preserved where possible.
- possible.

  3 All disturbed or eas shall be stabilized. Permanent stabilization shall begin within 14 days of completion of architists. Temporary stabilization shall be provided in more than 14 days. Stabilization practices shall make than 14 days. Stabilization practices shall include seeding, malaring, backing ead, planting trees or shrubs, and using genterifier fabrics and other opporapriors measures.
- son-yell use moderfee.

  If if ording occurs during the vinter months, the use of ording occurs during the vinter months and should be considered. When sessond conditions prohibit expolication of temporary or permonent seeding, non-vegetative sell stabilization proofices such a muching and neithing should be used until such times as conditions permitting the proofices.
- IOUpon complation of the downstream segments of the atorm sewer systems, the stone slit checks shown of the outlats shall be constructed.
- ThiAll surfoce Inters in the yord oreas shall be protected from sediment using the modified all check as shown on the plans. The modified all checks shall be intrafied when the grading around the surfoce inters is compare.
- 12)The performance of the encelon control plan shall be manifored weekly and following each significant rainfall in excess of 1/2. The allt control devices are to be inspected, cleaned, and repaired, if necessary,
- 13)All erosion control features shall be cleaned and maintained so that they remain functional throughout the project.
- The project.

  14:Slif fence shall be cleaned out/repaired when slift
  \_bulldup reaches 1/3 of the fence height.

- (5) Topsoil stockpiles and borrow sites shall be surrounded by slit fences, re-seeded, and placed where soil erosion will not leave the site.
- 16) Slift traps shall be cleaned out when 1/3 of the volume within the trap has been lost. Material removed from the slift trap shall be placed in a location which is protected by slift fence.
- location which is preserted by silt races.

  It lipon completing of the project, the cotto basin inverse shall be protected by the Dwiner. Once house construction is complete and lower are sertfalled on the flushed on
- 18) All erosion control measures shall remain in place until house construction is complete and lawns are established on 85% of the upstream watershed.

#### C. Storm Water Management Devices

- D. All storm water runoff leaving the paved portions of the site shall be collected in the atorm sawer system.
- 2) The discharge from the site shall be controlled by a retention basin, located oneits. The onaite beain, shall also serve as a sedimentation/varier quality basin. The beain shall be monitored yearly. Sith removed from the beain shall be stockload and protected with sith fence to ensure it does not re-enter the the bosin.
- Upon complete build out of the upstreom watershed, the sedimentation/water quality basin shall be cleaned out to it original valume.

#### D. OTHER CONTROL MEASURES

- No solids, including building materials, shall be allowed to discharge into waters of the Commonwealth.
- 2) Sediment from vehicles tracking onto pavement and from dust generated onalte shall be minimized. All mud tracked onto adjoining roadways shall be cleaned immediately.
- Sonitary and waste disposal shall comply with the project specifications, or applicable state or local regulations.
- 4) An area shall be designated for employee parking and storage of materios. The area shall be maintained throughout the project and, if necessory, be covered with stone to prevent erosion.

## E. OTHER STATE OR LOCAL PLANS

- 1) All work shall be performed in accordance with the Lexington-Fayette Urban County Government's, the City of Nicholasville and Jessamine South Eikhorn Watter District's requirements with respect to storm water management and erosion control.
- 2) All work within the existing streams and vetlands shall be performed in accordance with the Corp of Engineers Permit and the Water Quality Certification leaved by the Kentucky Division of Water.
- 3) All work within the sedimentation basin shall be conducted in accordance with dam permit issued by the Kentucky Division of Water.

## F. MAINTENANCE

Refer to Section B for discussion of maintenance of the sediment control features.

### G. INSPECTION

- Refer to Section 8 for discussion of inspections of the sediment control features.
- The Inspections shall be performed by qualified representatives of the Engineer or the Developer.
- The findings of the inspections shall be hand delivered or faxed to the Contractor or Developer.
- Revisions to the Best Management Practices Plan based on the results of an inspection shall be implemented within (1) seven days.

- 51 Control measures shall be inspected to ensure correct operation. Accessible discharge locations shall be inspected to insure that velocity dissipation devices are effective in preventing significant impacts to reaching waters.
- Disturbed oreas and material storage areas that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants enterin
- The words existent.

  It sports of the Inspections including the scope, names and qualifications of personnel of persons making the inspection, she happen to the inspection and the insp
- 8) The inspection reports shall be provided to the Engineer for incorporation into the Best Management Practices Plan. The Engineer shall provide copies of all inspection reports to the City of Nicholasville and the Jessamine South Ethorn Water District.

#### H. NON-STORM WATER DISCHARGES

- 1) The site shall be maintained in a manner such that non-storm water discharges including lackages/spills (i.e., hydraular fiuld, Antifereas, Brack Fluid, Oils, etc.) are prevented from entering the referrition boolin or utilised by lacking the site. All non-statementar fluids shall be maintained in accordance RESA, (Dillation of Water and the Bell Mones, LLC ANSAN Booklet.)
- Should a non-starmwater apill, accident, release or discharge occur, the DEEM and Division of Water shall be notified within 24 hours of discovery.
- 3. The only non-store water discharges which are permitted are those from the fighting activities, the pydant fullying, plottles water accuracy water lines to building or powement weating where spits or lacks at took and

### I. CONTRACTORS AND SUBCONTRACTORS

The general contractor or developer shall furnish the toginser with the contractor or subcontractor that is responsible for implementing and mointaining each portion of the sediment control necessures shown on the pions or outlined in this Best Management Proofices Puts.

All contractors and subcontractors shall sign a copy of the certification statement below before conducting any professional service at the site.

Ticertify under penalty of low that I understand the terms and conditions of the general National Pollutant authorizes the storm water discharges associated with industrial activity from the construction site identified as parts of this certification site.

Copies of the certifications shall be submitted to the Engineer for Indiusion in the Best Management Procrises Ron. The Engineer shall farmles a copy of the contractor/sub-contractor responsibility list and a copy of each secured certification sheet to the City of Michael and to the Jessanine South Elkhorn Mater Dietrict prior to constructions. ENGINEER
This plan has been prepared by:

Thomas W. Hatfleid, P.E., P.L.S. EA Partners, PLC

CONTRACTOR / SUBCONTRACTOR CERTIFICATION

ASHTREE UNIT 5-6, PHASE 2 NICHOLASVILLE, KENTUCKY

NAME	
COMPANY	
TITLE	
ADDRESS	
PHONE	

I certify under penalty of law that I understand the terms and conditions of the general Notional Pollutant Discharge Elimination System WPDES permit that authorizes the atom water discharges associated with industrial activity from the construction site igentified as part of this certification.

SIGNATURE

EA Parties, PLC

ASHTREE PROPERTY

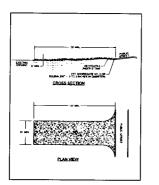
ASHTREE PROPERTY

UNIT 66, PHASE 2

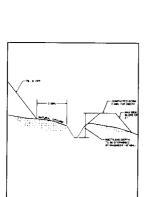
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

98AMA TIPH 05/14/18 06/14/18 08/14/18

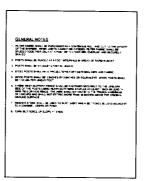
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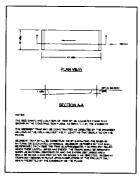
**CONSTRUCTION ENTRANCE** 



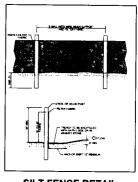
**TEMPORARY DIVERSION DITCH** 



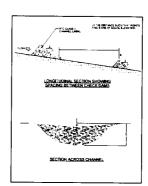
TEMPORARY SILT FENCE GENERAL NOTES



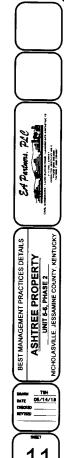
SEDIMENT TRAP DETAIL

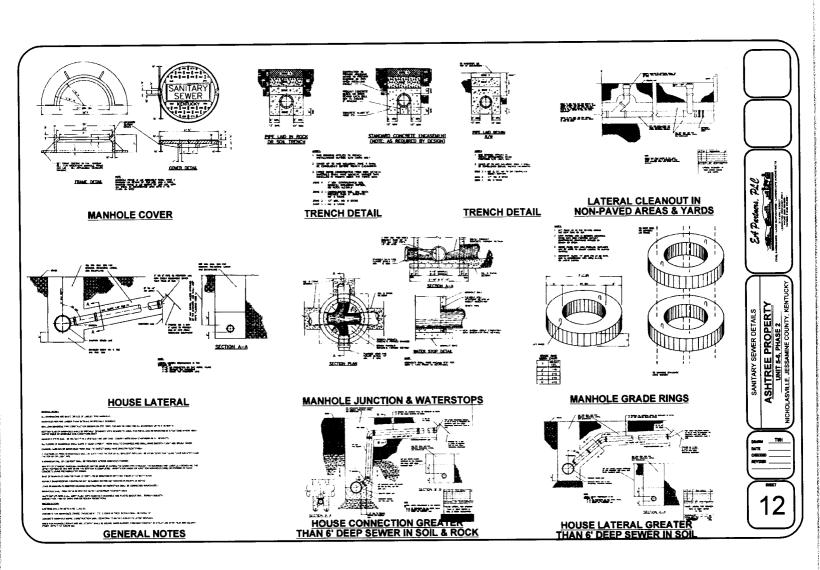


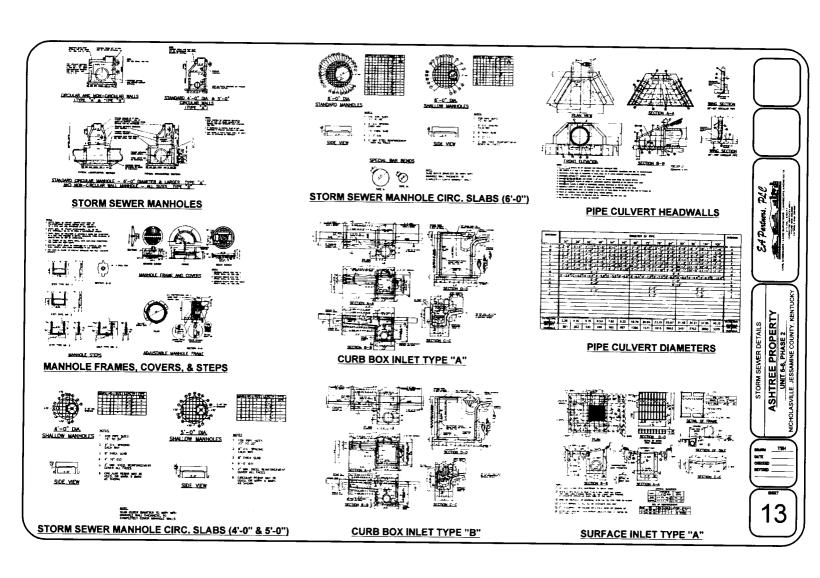
SILT FENCE DETAIL

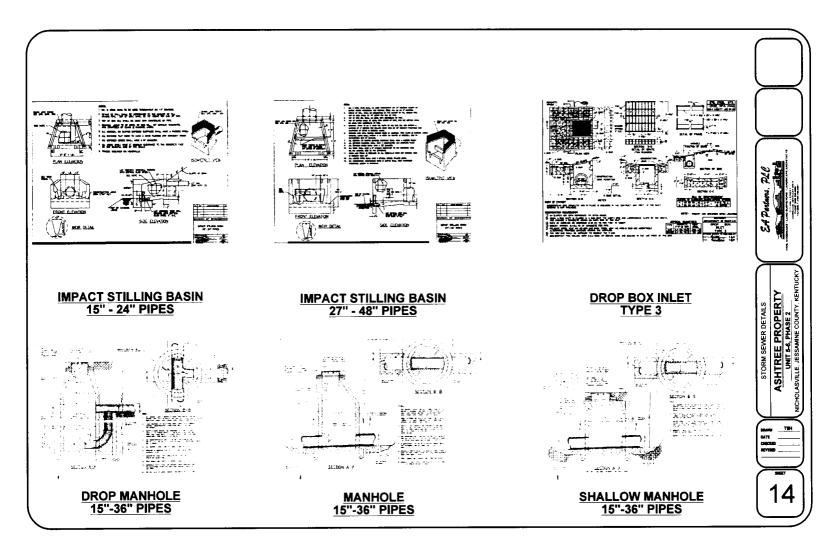


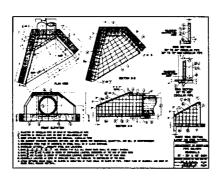
ROCK CHECK DAM











# HEADWALLS @ 15^ SKEW 30"-108" PIPES

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													140	MA.				
														3.Y	mir.			

HEADWALLS @ 15^ SKEW DIMENSIONS & QUANTITIES



STORM SEWER DETAILS

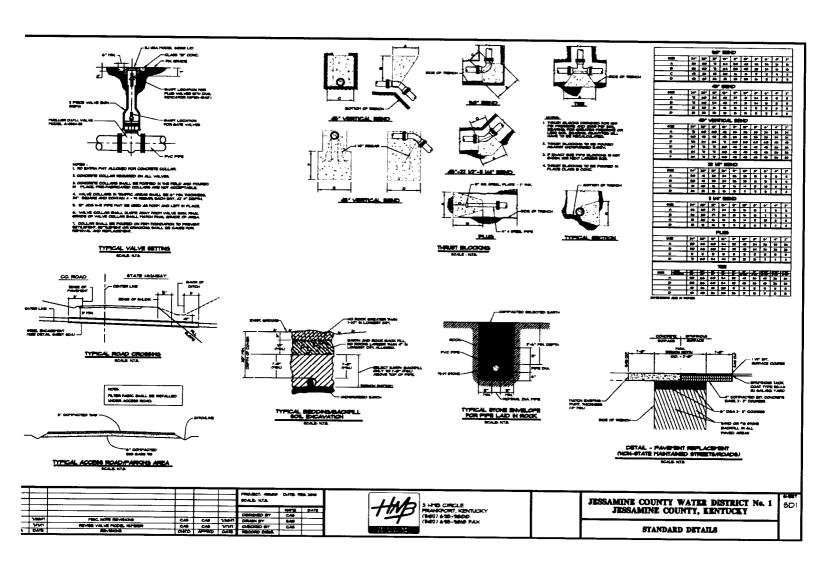
ASHTREE PROPERTY

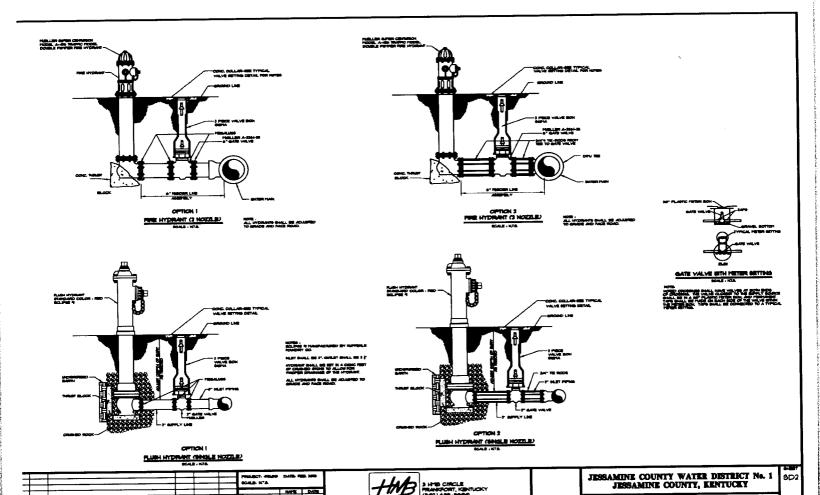
UNIT 6-6, PHASE 2

MICHOLASVILE, JESSAMINE COUNTY, KENTLOKY,

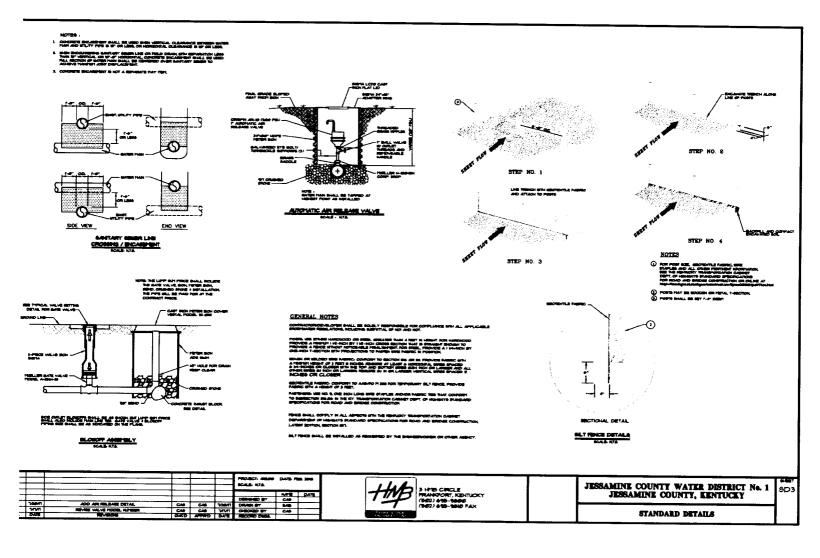


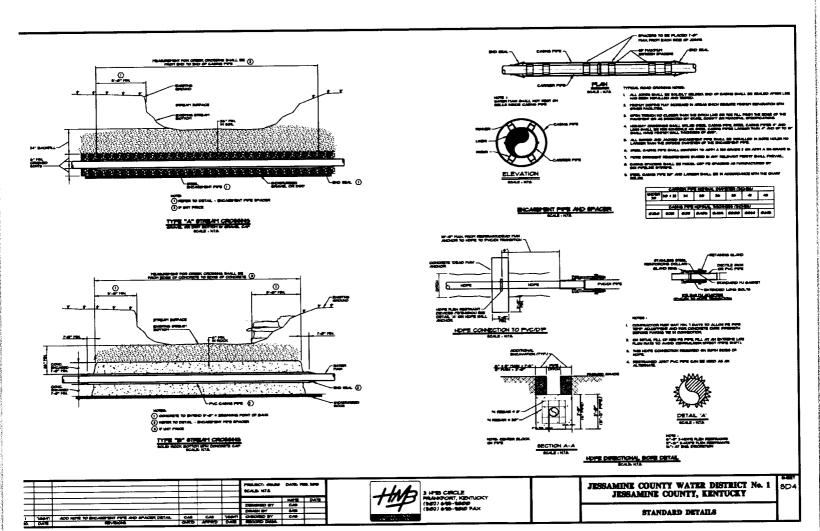
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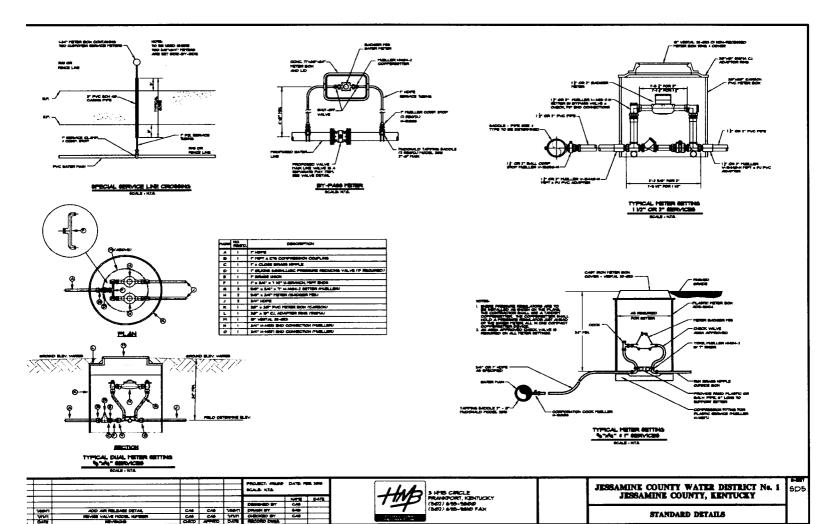




STANDARD DETAILS







#### JESSAMINE COUNTY WATER DISTRICT No. 1 GENERAL NOTES

- No water will be provided by JCWD1 to any development until the District's standard development contract is executed and returned to the District and all costs incurred by the District have been reconciled by the Develope
- The Developer's Contractor shall notify JCWD1 a minimum of 48 hours prior to the start of
- construction.

  3. JCWD1 shall install all customer services and appurtenances from the water main to, and including, the
- JCWD1 shall install an Customer services and apportrenances from the water main (a, no) including, the
  meter and meter box. The Developer's Contractor is to install the water main and appurtenances only.
   JCWD1 has assumed the water line shall be laid in either a dedicated utility easement [20'] and/or
  public right-of-way where the District has permission to out the street to make repairs. If this is not the
  case, the proposed water line shall be moved to the utility easement (20').
   The bacteriological testing will be coordinated by JCWD1 and will be charged to the Developer. JCWD1
  personnel will take all samples. Disinfection of the lines must be performed by the Contractor under
  the direct supervision of the District. The Contractor <u>may not</u> goen any valve to the District's system
  Coxists of all lab reports must be presented to the District for repear. Copies of all lab reports must be presented to the District for review
- Pressure testing of the water lines and appurtenances shall be performed by the Contractor and must be observed by XCVID1 personnel. The Contractor <u>may not</u> open any valves to the District's system Installed water main shall be tested at 50 PSI above the rated working pressure of the pipe for a minimum of two (2) hours, with no more than 5 PSI pressure loss over the duration of the test. XCWD1 minimum of two (2) nours, with no more than 5 his pressure loss over the duration of the test. LWU1 personnel shall witness the test preparation and record gage readings at the beginning and end of the pressure test. Not more than 3500 feet of pipe may be tested at any one time. A two year warranty period is required on all portions of the work. The Developer is responsible for all maintenance and repair costs during this timeframe. Record Drawings, including a construction cost estimate and detailed quantity breakdown, are to be
- 9 Record Drawings, including a construction cost estimate and detailed quantity breakdown, are to be provided to the District by the Developer/Owner, or his Engineer, when construction is complete. Both a paper copy and electronic copy (georeferenced AutoCAD format and PDF) of Record Drawings are required to be submitted to the District.
  10 The Developer's Engineer must certify to the District, the City and DOW that the fire hydrants installed meet all City and State requirements.
- 11. JCWD1 shall make all connections to existing water lines. The Developer's Contractor must coordinate
- all connections with the District.
- an connections with the basistic.

  2. The Developer must submit contracts requesting service. No deposit is required if the Developer is supervising bidding and construction of the work.

  3. The Developer and/or his Engineer must provide sufficient construction observation services for the project so that the construction can be certified by the Developer's Engineer to the DOW with no
- project so that the construction can be defined by the Developer's Engineer to the DOW with no qualifications when construction is completed.

  14 Periodic Project Inspection shall be performed by the District, at the Developer's or the Contractor's expense. The amount of inspection services and costs may be estimated prior to the start of the work, at the Developer's request. The Developer's Engineer shall provide adequate inspection to certify the completed project to the DOW without qualification or exception.
- 15. DOW must approve the final plans and their approval letter must be submitted to Jessamine County
- 13. LOW most approve the limit plant and their approval letter must be submitted to Jessamine county. Water District No. 1 prior to construction.
  16. All water line trenches must be of sufficient width to allow any subsequent maintenance to be practically performed. Required width shall be determined by the District's representative.
  17. 810 AWG THWN insulated copper wire shall be installed along all water main. All splices of tracer wire
- shall be fully encapsulated within gelcaps.

- 18. Standard utility marking tape shall be installed in the trench directly over all water mains at a depth of approximately 18 inche
- approximately in Increas.

  Installed water main joint deflection may not exceed 4" per 20-foot stick of pipe as measured from belt to spigot in relation to what would be a true and straight installation extending along the length of the
- preceding joint of pipe.

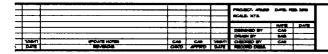
  20. All installed water main must be seated in accordance with manufacturer recommendations and may
- not be over or under inserted under any circumstances.

  Backfill around catch basins must be tightly compacted to prevent shifting of water main tow catch basin.
- 22. The Developer shall submit Shop Drawings/construction materials submittals to the District for review

- 22. The Developer shall submit Shop Drawings/construction materials submittals to the District for review prior to beginning construction.
  23. The Contractor shall perform rough cleanup daily, with no ditches left open overnight and all construction debris disposed of daily.
  24. More stringent requirements of any applicable permit shall apply to the Work.
  25. Any water main installed in public right-of-way shall be a minimum of 36" deep. State maintained roadway crossings shall be a minimum of 42" deep measured from the lowest point in the right-of-way. Water main installed parallel to roadways and within the right-of-way shall be a minimum of 36" deep unless installed in the ditch, where it shall be a minimum of 42" deep.

NOTE:
THE DOCUMENTS DEPICTED HEREN ARE FOR INFORMATION
ONLY, COPIES OF ALL DOCUMENTS FOR EXECUTION MUST BE
OBTAINED PROM JOUD No. 1 BY CALLING (889) 886-8514.

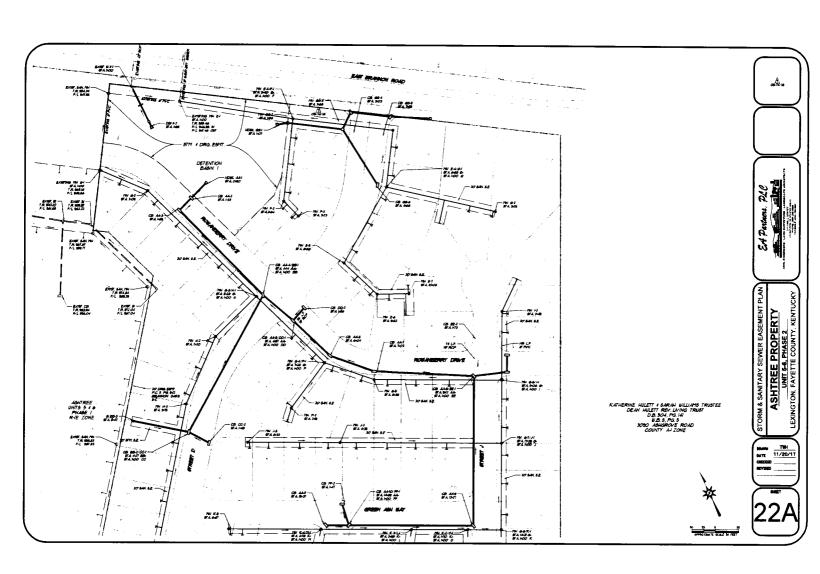
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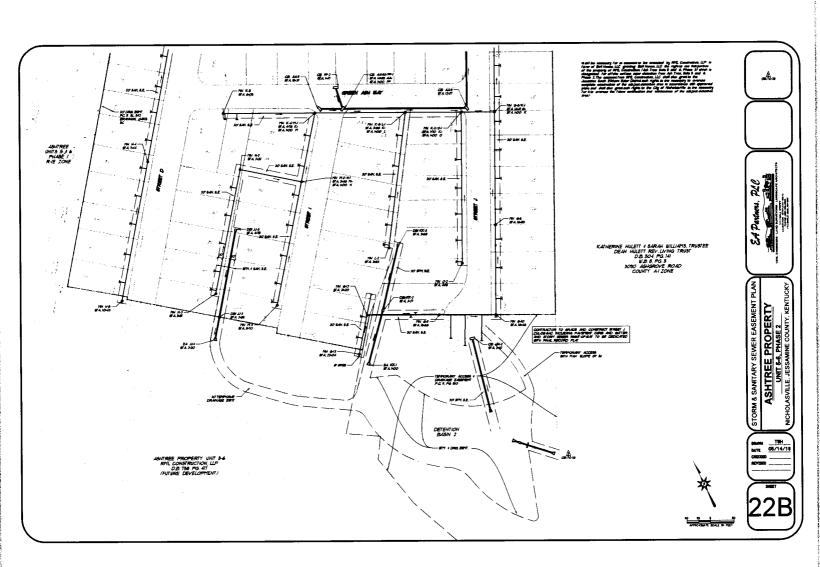




JESSAMINE COUNTY WATER DISTRICT No. 1 JESSAMINE COUNTY, KENTUCKY

STANDARD DETAILS - GENERAL NOTES





# 10 YEAR STORM DESIGN A.

(FROM STORMCAD)

~	100	AGI A	-	Sanita (Marie	7224	16	Sp Floo Floo	100	(M/M/	Pape	-	000	6	3	THE PART
Page		0.40	0.10	0.39	800	ю	/3.66	47.66	0.000	Chair	30 mash	72.94	444	9.00	862.86
P-447	2 41)	130	040	040	7.0	ю	75.00	**	0.010	O'ester	90 mark	830	47.60	44	887.30
P-44-9	al Alba	0.00	0.00	0.00	134	ю	13.00	148,06	0.010	Oracler	90 mm	600	200	440	860.0
P-44-4	CB AA-V BB-!	130	0.60	026	1.34	w	12,60	87.87	0.010	Orace	30 mai	2.44	27	44	262.24
P.448	GB 444/001	1.00	040	040	1.04	ю	12.60	106.88	0.028	Charles	34 346	7.90	7.40	M 74	948.60
P444	a #:	100	040	040	136	ю	72.47	86.67	0,000	Grade	3d and	40	84	1441	967.14
PALT	as ALLA	0.88	040	0.88	244	ю	1,0	20170	0.00	Greater	24 mgh	A77		77.24	mo.u
P444	8 115 M	0.90	0.10	0.31	1.40	100	10.81	35.0	0.000	Crate	20 mark	887	440	1.50	973,37
P-444		0,98	0.10	034	120	ю	10.30	wa	0.010	Grade	A mat	440	7.30	100	204
P-4410	8 449 251 ···	130	0.86	0.70	0.70	ю	10,00	401	0.010	Create	A man	10	430	12.12	M1.0
P400-1	G 444 (80)	129	040	0.75	1.00	ю	TLON	ST OT	0.044	Grader	2 mm	8.77	7.32	7.84	880.14
PMI	CO MOVICE	100	030	100	1.00	ю	10.00	100	0.004	Charles		4.00	600	M.M.	20440
MCC1	CB CC I	020	0.10	0.14	0)4	ю	10,00	44.0	0.040	Charles	Al Annah	49	0.00	40	204.21
MODY	GB 444/30/	0.78	040	0.4	0.40	ю	10.00	34.04	0.02	Charles	-	221	1.77	1.04	414
P-EE/	G 440E+	0.19	040	0.4	0.86	ю	10.80	***	0.006	Oracle	-	120	242	494	W 00
ret :	(B E)	030	0.70	0.31	031	ю	10.00	**	0.00	Charles	49 Augs	100	1.27	400	69.73
PAFF	GE AND/FH	038	0.10	034	034	ю	10.00	444	0.000	Charles	# mat	107	140	1.02	80.44
Pdb/	/ER 60/	H/A	WA	N/A	3.80	NA	10.81	22.23	0.00	Great	24	8.27	22.00	24.88	M7.23
P-00-Z	MI 88-27M1 NV 88-1	N/A	NA	N/A	1.00	WA	10.54	76.4	0.010	Cross	24 math	7.84	12.44	24.44	244.40
P06-3	791 44-3/1911	0.86	040	0.0	2,84	ю	10.41	***	0.00	Grave	24 mark	7.0	441	14.55	20/44
P-88-4	8.81	0.00	040	0.49	2.33	10	103	**	0.00	Cirque	24 ***	4.0	/3.00	24.67	181,00
F-80-8	3 Mi	410	0.46	1,64	194	w	10.00	ALM	0.030	Charles	# mgh	A74	7.14	M72	864.64
PARK	191 GG-3/1811	180	040	036	026	ю	10.00	13.30	0.51	Cross	E 100	2/2	2.00	100	86.04
PART .	CB AND	/36	0.10	0.94	094	ю	10.00	273.83	oou	Creater	/5 (mat)	44	8.77	14.7	244
P.W	**************************************	0.79	0.00	0.46	1,00	ю	10.16	404	0.01	Orașe	# Heat	4.26	6.22	130	104.04
P.UI	183	100	0.00	040	040	ю	10.00	44.20	0.00	Over	-	188	341	1.0	996.77
PARKI	MORE ROLL	020	040	034	138	ю	10.M	17.84	0.028	(Provider)	/S inch	440	A27	801	244.6
PAKI	BIX.3 BIX.3	1.40	040	0.84	0.84	ю	10.00	1810	0.010	Chesia	# 140°	630	1.00	1.0	973.4

# 100 YEAR STORM CHECK .A.

(FROM STORMCAD)

~	Heads to	Add A	2	Marie CA	TAICA	72	140 Page 1000	170	min.	Popu	#20		3	- F	<b>*</b>
P-441	19 AH	0.40	0.10	0.30	A/N	10	/3.24	47.60	0.000	Onnie	20 200	2000	200	Bir (IV	(N)
P-442	CB 442	130	040	04	1.8	ю	7538	200	0.000	Creater	30 mah	8214	44	we	107.44
~44)	CB AA-1/BA	0.00	0.00	0.00	114	ю	277	246.06	0.000	Grade	30 mm	44.77	44		W.19
~444	G 44 (8)	100	040	036	14	ю	72.88	AU AU	0.000	Course	DO MON	10.0	44		84.4
P-448	CB AAA DO	1.00	040	040	3.86	10	72.00	104.00	0.03	O-4	24 mm	20	H.74		200
P444	GR AND	1.00	040	040	3.84	10	nn	244	0.000	-	24 300	77.50	HAI	90.5	
P-447	GB 444/B-/	0.88	040	0.8	246	ю	141	200.30	0.00	Creater	24 7007	in hi	77.34	F14	100 A
~440	8 11	010	0.30	02	14	10	10.54	354	0.010	Oracle	M mah	10.00	1.50	15A	#/1 th
P-440	<b>3 116</b>	0.99	0.70	0.34	1.24	10	10.8	24.00	000	- Compter	# mark	2.79	1.0	M6.70	
~440	28 111 28 AHOTE	130	044	0.30	0.70	10	10.00	401	0000	Grade	2 mm	8.79	73.72		SHLFF
P-004	CB BEST (C)	1.25	040	on	LAN	10	10.00	27.01	000	Grade	3 ===	13.0	77.84	887.01	202.77
P007	G 100/CC-1	200	0.00	100	100	10	10.00		0.004	O-mater	2 20	7.36		867	MO.N
raci	CB CC I	0.30	0.10	0.4	04	10	10.00	44	0040	Comin	-		16.26	<b>8000</b>	
PADV	as 100 T	0.78	040	0.0	0.48	10	10.00	***	000	Consta		100	14.01	<b>107.77</b>	264,73
P-BE-I	GB 444/00/	0.70	040	0.0	044	ю	220		0.00	Creater	20 Jacob	337	1.04		84.36
P-65-2	ता हा।	0.00	0.10	0.8	07	ю	10.00	***	0,000		S met	4.73	486	\$430	物头
API	CO ANOTH	0.00	030	0.11	014	ю	10.00	***	0.00	Ormin	S inch	1,87	4.88	#430	97,5
Pes/	787 867	WA	W.A	N/A	NAC	N/A	1017	222	0.00	-	Mi Augh	1.10	1.01	200.30	MAN N
Page 2	nd Ballion	N/A	W.A	H/4	340	N/4	10.00	M.0		Comple	34 April	11.06	2/38	884.00	967.44
P-40-3	25 827	0.00	040	0.0	244	10	10.6	24	0.000	Chester	34 Math	סנת	14.46	<b>187.00</b>	94.7
P-46-4	A do t	0.00	040	044	239	-	10.10			Create	34 Augh	20.34	24.25	201.00	#197
2004	- 18-85	400	0.4	184	186	ъ		MM	0.040		34 Aug.	M.00	24.50	884.80	902/3
PARK!	38 解5	140	040	084	034	10	10.00	AS.PR	0000	Circular	M Mich	/3.59	施77	<b>187</b> .00	2014
-	THE STATE OF	1.00	0.10	094	0.00		10.00	7.30	0.98	Create	29 3000	6.97	<b>31.07</b>	***	256.74
P-W	HOW HALL	0.19	0.00	0.4	100	ю	10.00	273.00	0.010	Create	AS heath	**	4.0	19.3	204.00
A44	<b>***</b>	100	040	0.40		ю	10.73	404	0.01	Creater	# hept	7.40	7.90	<b>391.00</b>	20151
AKK!	## <del>*</del>	<del></del>			040	ю_	10.00	***	0.01	a-u-	A heat	4.36	1.34	10.00	804,86
MOK-7	HOP AN	010	040	034	1,90	ю	10.35	n <sub>M</sub>	0.025	Create	S man	149	10	#4.00	***
- NA-/	# KX-2	1.40	040	0.84	084	ю	10.00	HE DO	0.010	Create	AP Angel	6.00	240	\$17.00	\$73,80

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oca See	GAW 1-79 R1	Type	-	67	(80)	81	Be	84	18	-	_T	Ta	1	60	_	-		-	100	100
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# ALLOWABLE SPREAD CALCULATIONS

Local Street

- Screed to 3, priving Lone
- Screed to 3, priving Lone
- Scisulations
14' Drive Lone
Allowebie Spread = 5, 114+ + 1.5' = 12'

2.4 Purtura, P.10

STORM SEWER CALCULATIONS

ASHTREE PROPERTY

UNIT 65, PHASE 2

LEXINGTON, FAYETTE COUNTY, KENTUCKY

DELINA THE DAVISOR DAV

23

## **LaDonna Roberts**

From: Michael Cravens

Sent: Monday, August 6, 2018 12:28 PM
To: Commissioner EQ PW Exec Asst
LaDonna Roberts; Charles Martin

Subject: RE: Law Review: Site Specific Agreement: Units 5 & 6 Ash Tree Properties Phase 2 (104

Lots)

I have reviewed this request for authorization for the Mayor to execute a Site Specific Agreement with Jessamine-South Elkhorn Water District and Ball Homes to provide sewer conveyance and treatment capacity for Ash Tree Properties III (Units 5 and 6), Phase 2. The City of Nicholasville is also a signatory (primarily to reflect its obligations regarding stormwater management vis-à-vis sanitary sewer operations). The 2002 Master Agreement with JSEWD provides for Site Specific Agreements regarding any proposed new connections in the service area (northern Jessamine County in the South Elkhorn and West Hickman watersheds).

This Site Specific Agreement is consistent with the Site Specific Agreement for Ashtree Properties III (Units 5 and 6), Phase 1 (which was approved and executed in 2016). No legal issues. OK to bluesheet.

## **Michael Cravens**

Attorney Senior
Department of Law

859.258.3500 MCravens@lexingtonky.gov lexingtonky.gov



## NOTICE OF CONFIDENTIALITY

This message is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law, including but not limited to, Kentucky Rule of Evidence 503. Any legal opinion provided in this electronic mail transmission is provided in the course of my legal representation of the Lexington-Fayette Urban County Government and should not be disseminated to the public. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via e-mail or by calling the Department of Law at (859) 258-3500, so that our address record can be corrected. Thank you.

From: Commissioner EQ PW Exec Asst Sent: Friday, August 3, 2018 1:57 PM

To: Janet Graham < jgraham@lexingtonky.gov>; Michael Cravens < mcravens@lexingtonky.gov>
Cc: LaDonna Roberts < lroberts@lexingtonky.gov>; Charles Martin < chmartin@lexingtonky.gov>
Subject: FW: Law Review: Site Specific Agreement: Units 5 & 6 Ash Tree Properties Phase 2 (104 Lots)

Janet,

Can you please assign the attached for review prior to input in Legistar.

Thanks, Sandy 3401

## Sandra Sue Burke

Executive Assistant to Charles H. Martin
Acting Commissioner, Department of Environmental Quality & Public Works

859.258.3400 office 859.684.3493 cell lexingtonky.gov



From: LaDonna Roberts

Sent: Friday, August 03, 2018 11:11 AM

To: Commissioner EQ PW Exec Asst < commeqpwea@lexingtonky.gov >

Cc: Charles Martin <chmartin@lexingtonky.gov>

Subject: FW: Law Review: Site Specific Agreement: Units 5 & 6 Ash Tree Properties Phase 2 (104 Lots)

Sandy,

Please see the attached documents we would like law to review before entering into Legistar.

Thank you,

### LaDonna Roberts

Administrative Specialist Division of Water Quality

859.258.3362 office lexingtonky.gov



From: LaDonna Roberts

Sent: Thursday, August 2, 2018 12:33 PM

To: Commissioner EQ PW Exec Asst < commeqpwea@lexingtonky.gov >

Cc: Charles Martin < chmartin@lexingtonky.gov >

Subject: Law Review: Site Specific Agreement: Units 5 & 6 Ash Tree Properties Phase 2 (104 Lots)

Please send the attached to law for review.

Thank you,

## LaDonna Roberts

Administrative Specialist Division of Water Quality

859.258.3362 office lexingtonky.gov





CHARLES H. MARTIN, P.E. DIRECTOR WATER QUALITY

TO:

Mayor Jim Gray

**Urban County Council** 

FROM:

Rodrey E. Chem FOR CHMARTIN

Charles H. Martin, P.E., Director

Division of Water Quality

DATE:

August 3, 2018

**SUBJECT:** 

Site Specific Agreement:

Units 5 & 6, Phase 2 of Ash Tree Properties III (104 Lots) - Jessamine County

# Request

The purpose of this memorandum is to request a resolution authorizing a sanitary sewer service Site Specific Agreement between the Lexington-Fayette Urban County Government (LFUCG); Ball Homes, LLC; City of Nicholasville, Kentucky; and Jessamine-South Elkhorn Water District (JSEWD).

# Purpose of Request

The agreement is for LFUCG to provide sanitary sewer conveyance and treatment capacity for properties identified in the Site Specific Agreement in accordance with the Master Agreement between LFUCG and JSEWD (Resolution 690-2002).

# Project Cost in FY19 and in Future Budget Years

Execution of the terms and conditions of the Site Specific Agreement will be at no cost to LFUCG.

## Are Funds Budgeted

NA

**Martin** 



