

SITE SPECIFIC AGREEMENT – RE: NOLAND PROPERTY PHASE 3, SECTION 2
(102 LOTS)

This Site Specific Agreement (the "Agreement") is made and entered into September 27 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 Noland Property Phase 3, Section 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. **Sewer Capacity**. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed 19,584 gallons per day (average daily flow) for sewage collection and conveyance.

2. **Agreement to Serve**. 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. **Connection Fees.** 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. **Additional Fees.** 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. Lien To Secure Payment of Connection Fees and Additional Fees. 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. Procedures for the Property Sewer System. 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.
- (b) Upon substantial completion of construction of the Improvements (as 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, sub-contractors, 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. Use of Property Sanitary Sewer System. 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. Representation and Warranties of BALL. 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 set seq.); (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 described as Phase 4 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, 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. **Mortgage Liens.** 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. **Notices.** 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

With copy to:
LFUCG
Department of Law
200 East Main Street
Lexington, KY 40507

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

With copy to:
Bruce E. Smith, Esq.
201 South Main
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:
Mr. Bob Amato
517 North Main Street
Nicholasville, KY 40356

13. **Indemnification.** 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. **Compliance with Law.** 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. **Exhibit Incorporation by Reference.** Exhibit "A" attached hereto is hereby incorporated by reference as if set out fully herein.

16. **Binding Effect, Assignment.** 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. **Costs and Attorney's Fees.** 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. **Amendment/Waiver.** 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. **Covenants Running with Land.** 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. **Undertakings.** 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. **Governing Law.** 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. **Captions.** The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. **Multiple Copies.** This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. **Entire Agreement.** 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.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

ITS: MAYOR

BALL HOMES, LLC

BY: _____

NAME: _____

ITS: _____

D. Roy Ball, Jr.

President

JESSAMINE-SOUTHELK HORN WATER DISTRICT

BY: _____

ITS: CHAIRMAN

CITY OF NICHOLASVILLE

BY: _____

ITS: MAYOR

Peter H. Smith

BALL HOMES, LLC

BY: _____

NAME: _____

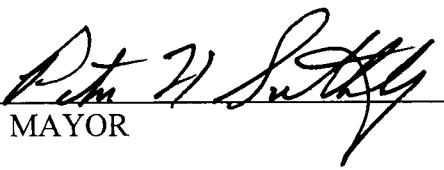
ITS: _____

JESSAMINE-SOUTH ELKHORN WATER DISTRICT

BY:  _____

ITS: CHAIRMAN

CITY OF NICHOLASVILLE

BY:  _____

ITS: MAYOR

\\...USEWD\Ball Homes\SSA\Noland Property Phase 3, Section 2 070918

Site Specific Agreement

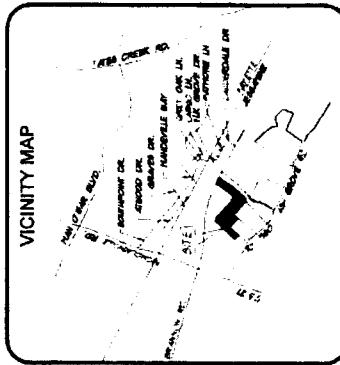
Noland Property Phase 3, Section 2

Exhibit A

PHASE 3, SECTION 2

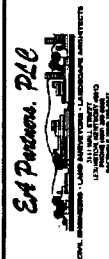
DEVELOPER:
BALL HOMES, LLC
3609 WALDEN DRIVE
LEXINGTON, KY 40517

	SHEET INDEX
1	FINAL DEVELOPMENT PLAN/ PRELIMINARY SUBDIVISION PLAN
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4A-B	GRADING & EROSION CONTROL PLAN
5B	STORM AND SANITARY SEWER PLAN
6C	COORDINATE & DEFLECTION PLAN
8B	WATERLINE PLAN
7C	STREET PROFILES
8F	STORM SEWER PROFILES
9G	OUTLET STRUCTURE DETAIL PLAN
10	SANITARY SEWER PROFILES
11	BEST MANAGEMENT PRACTICES PLAN
11	BEST MANAGEMENT PRACTICES DETAILS
22	STORM & SANITARY SEWER EASEMENT PLAN
23	STORM SEWER CALCULATIONS

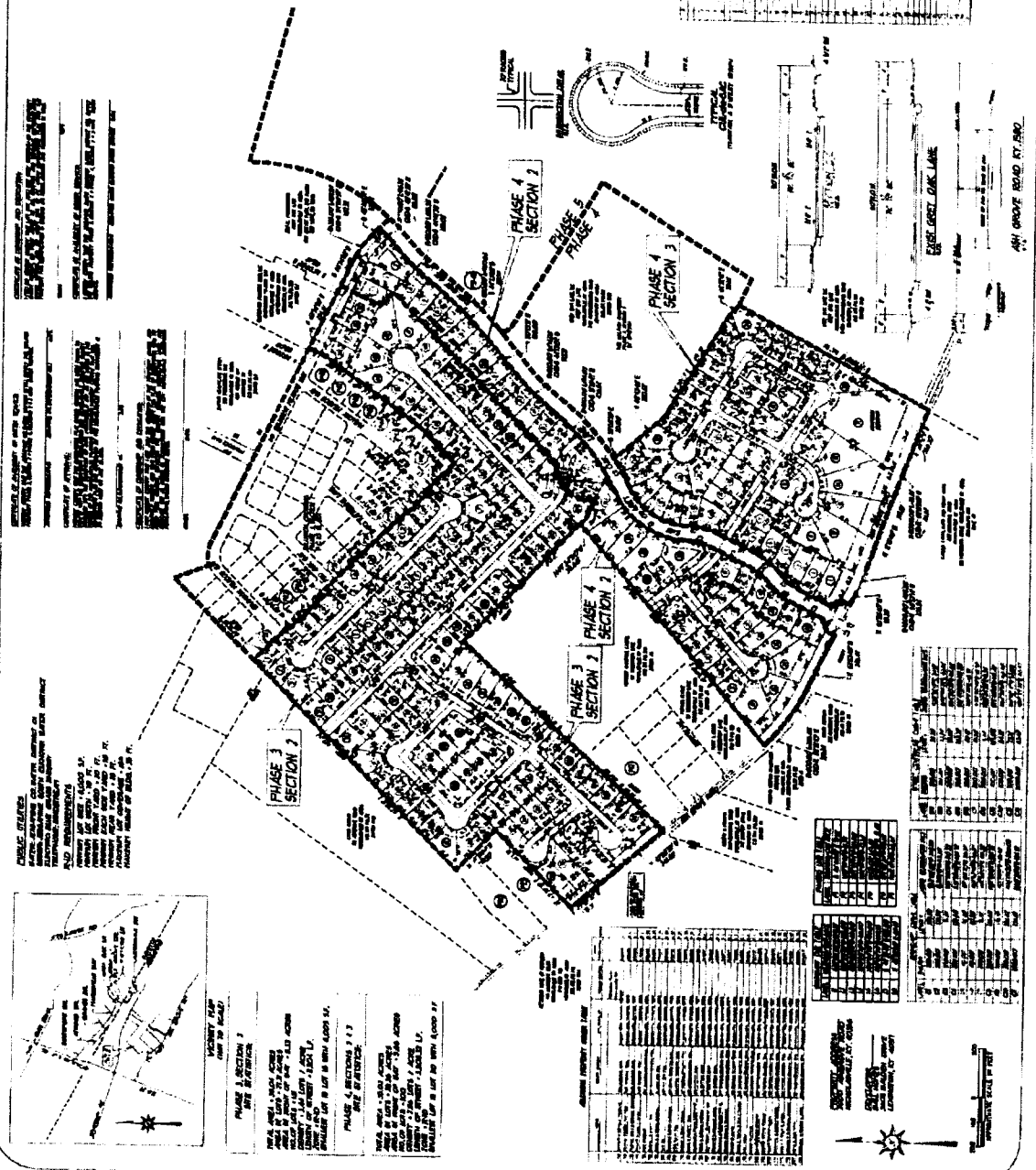


SET NO.

SET DATE



102 LOTS AT 400 GPD = 40,800 GPD

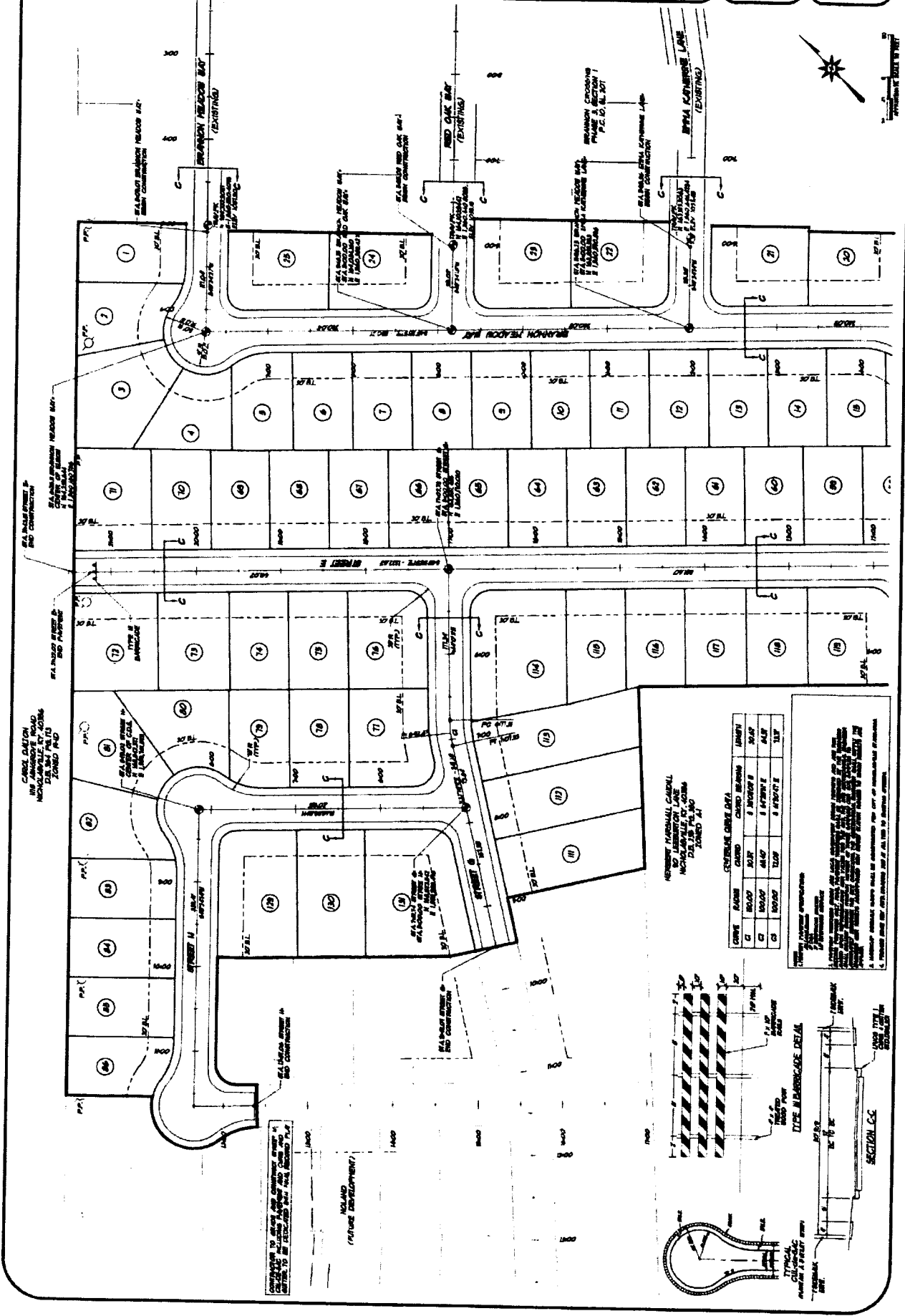
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STEWART WALKS BY LAMP AT LUNCH IN NEW YORK CITY. FIRST ANY SMILING OR FROWNS FROM THE CAMERA MEN OR PHOTOGRAPHERS SEEM TO DISAPPEAR.

44. *Howard, Eugene, President of the American Society of the History of the United States, 1941-1942.*

1. I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE SECRETARY OF THE INTERIOR FOR HIS REVIEW AND APPROVAL.



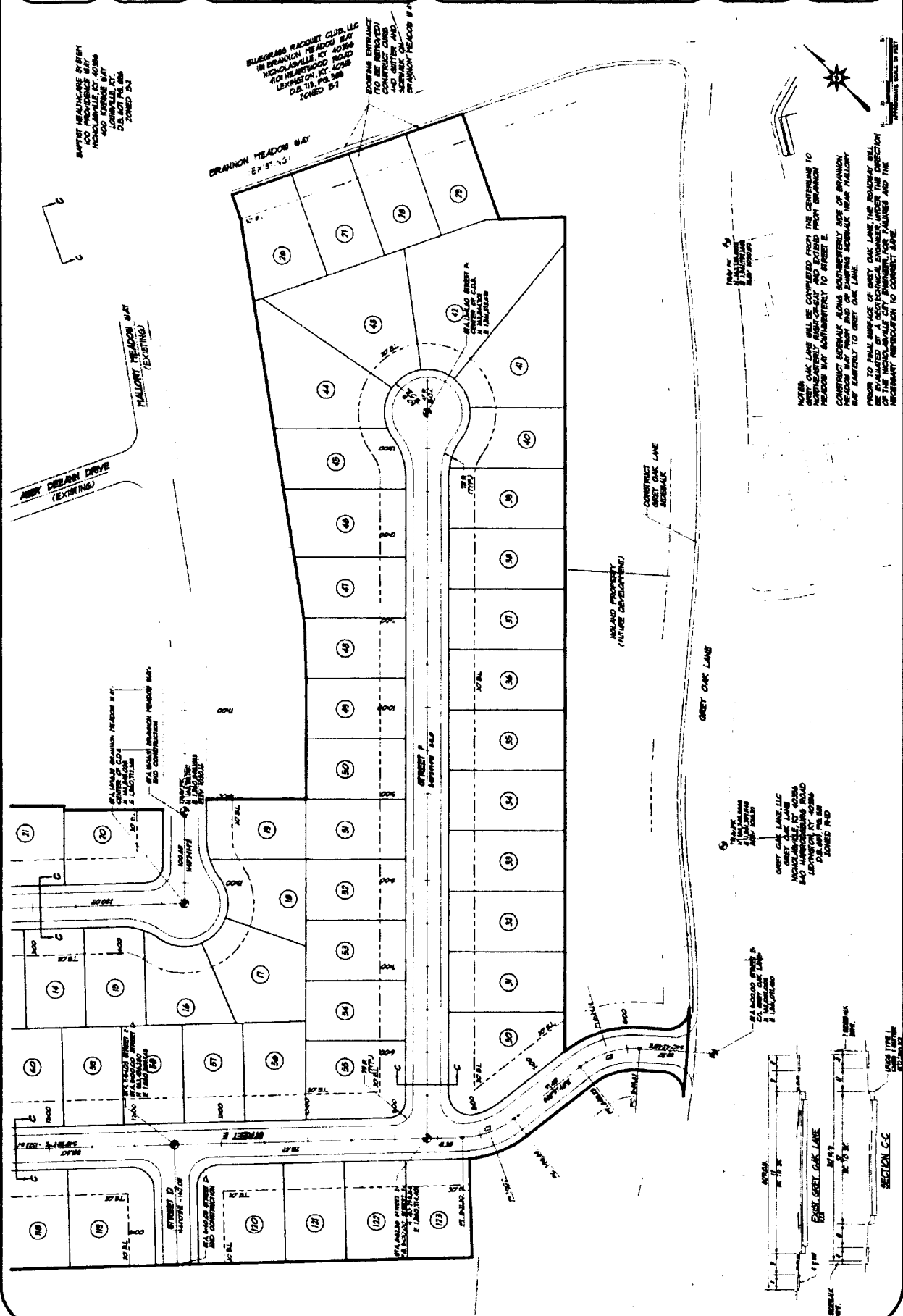
3B
SHEET

DATE	05/21/11
CHECKED	
REVIEWED	
TIME	

STREET LAYOUT
NOLAND PROPERTY
PHASE 3, SECTION 2
ASVILLE, JESSAMINE COUNTY, KENT

NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

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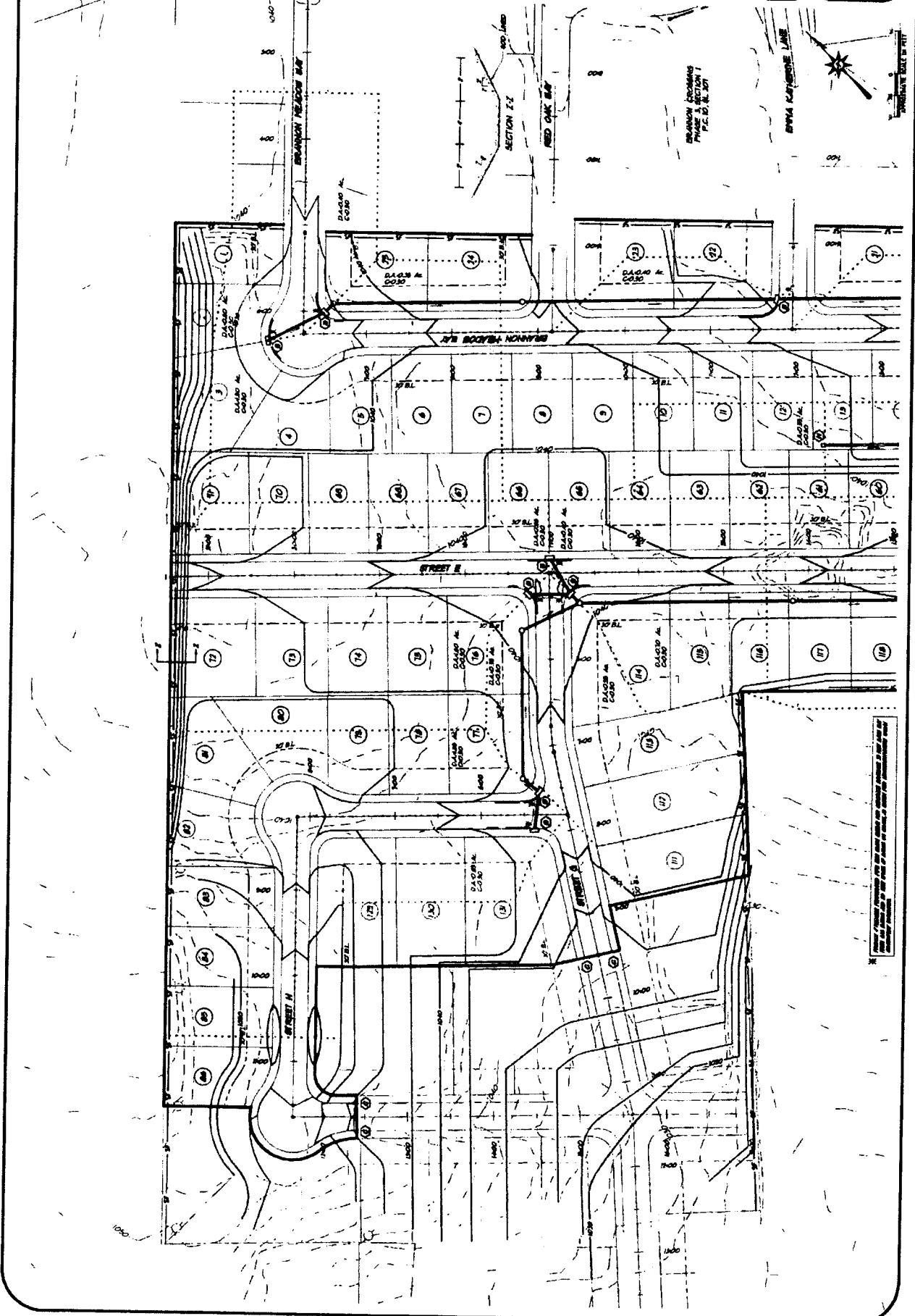


34 Parkway, PLLC
ENGINEERING, LAND SURVEYING, ARCHITECTURE
10000 N. JESSAMINE AVE., SUITE 100
NICHOLASVILLE, KY 40301
TEL: 502-741-1111
FAX: 502-741-1112

GRADING AND EROSION CONTROL PLAN
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

DATE: 06/21/18
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4A
SHEET



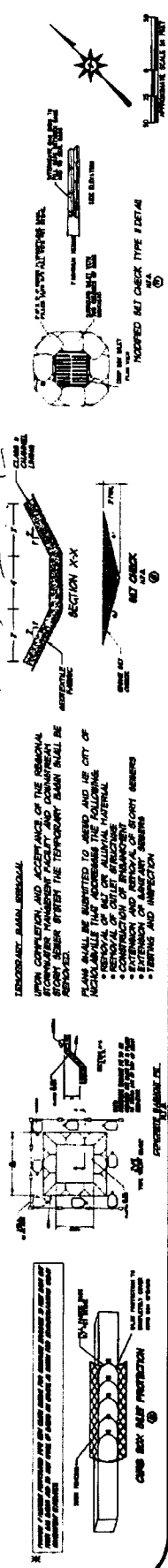
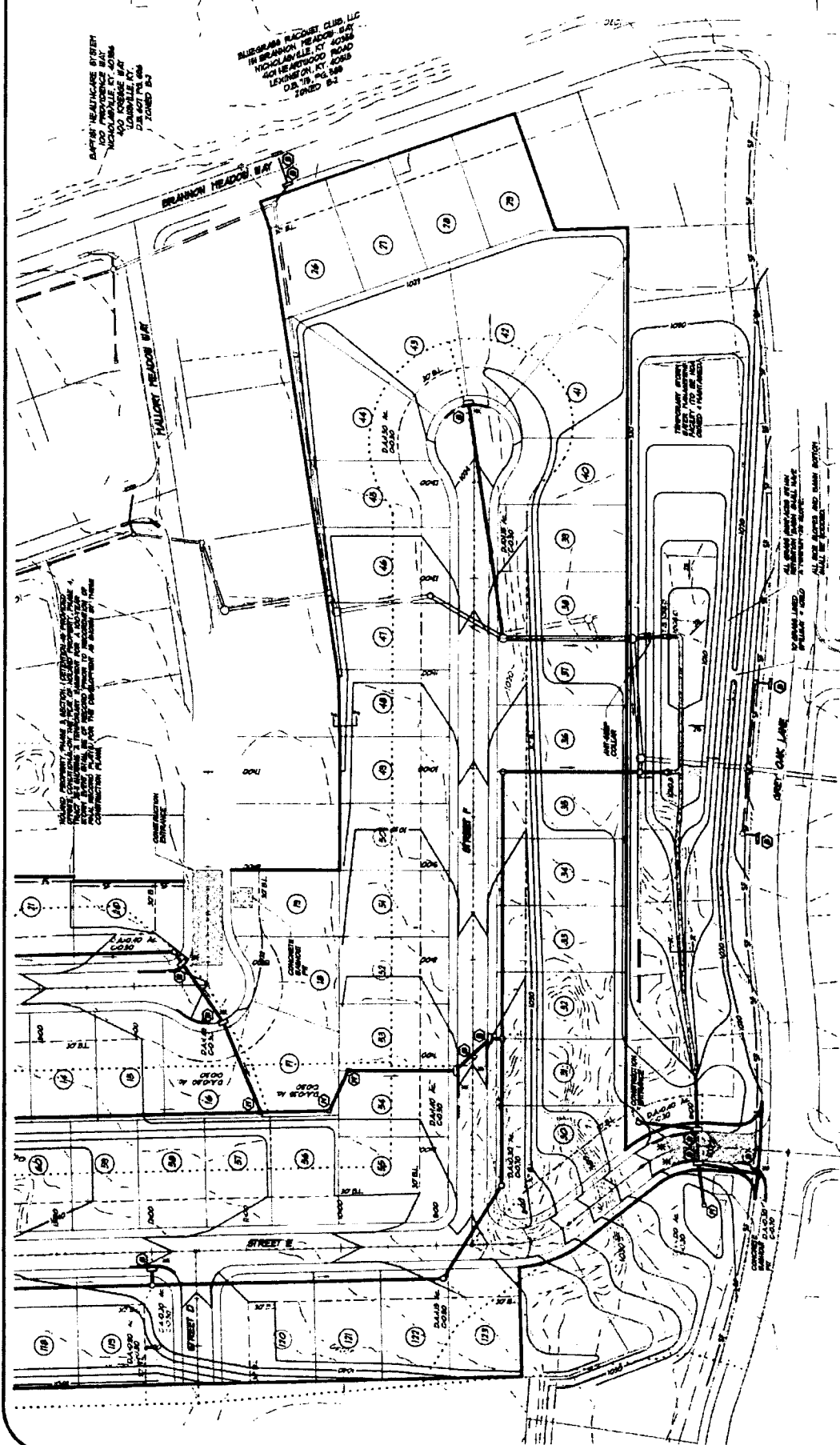
NOTES:
1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE KENTUCKY EROSION CONTROL ACT.
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10. ALL GRADING SHALL BE IN ACCORDANCE WITH THE KENTUCKY EROSION CONTROL ACT.

DATE: 08/21/18
DRAWN: [Signature]
CHECKED: [Signature]
REVIEWED: [Signature]

4B

GRADING AND EROSION CONTROL PLAN
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

3A Patten, P.L.C.
1000 E. MAIN STREET
NICHOLASVILLE, KY 40301
TEL: 502-241-1111
WWW.3APATTEN.COM



5A

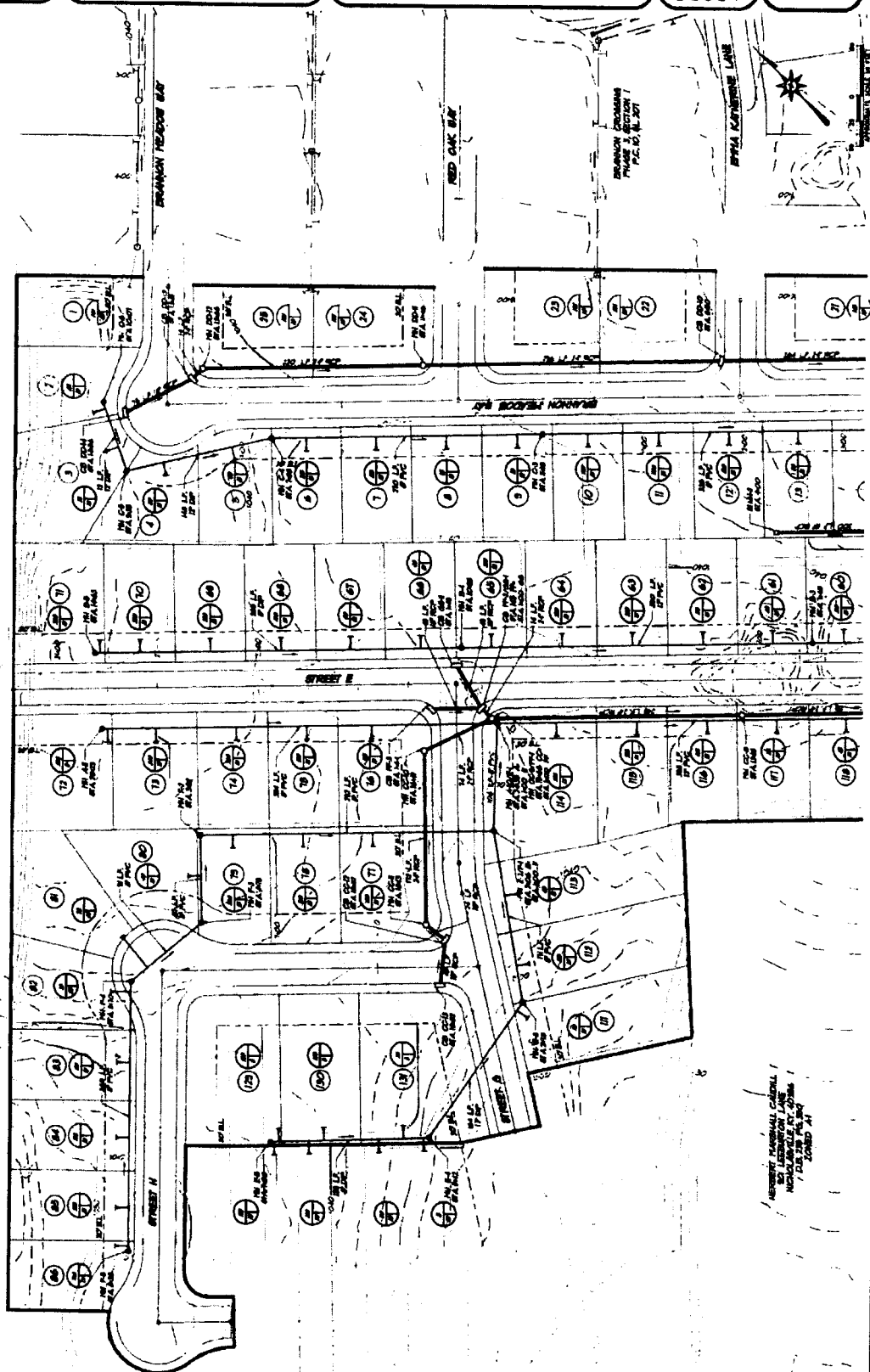
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STORM AND SANITARY SEWER PLAN
 NOLAND PROPERTY
 PHASE 3, SECTION 2
 NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

CA Perkins, PLLC

ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE NOTED
 ALL ELEVATIONS ARE IN FEET
 UNLESS OTHERWISE NOTED



NOTES:
 1. ALL SEWER LINES SHALL BE 12" DIA. UNLESS OTHERWISE NOTED.
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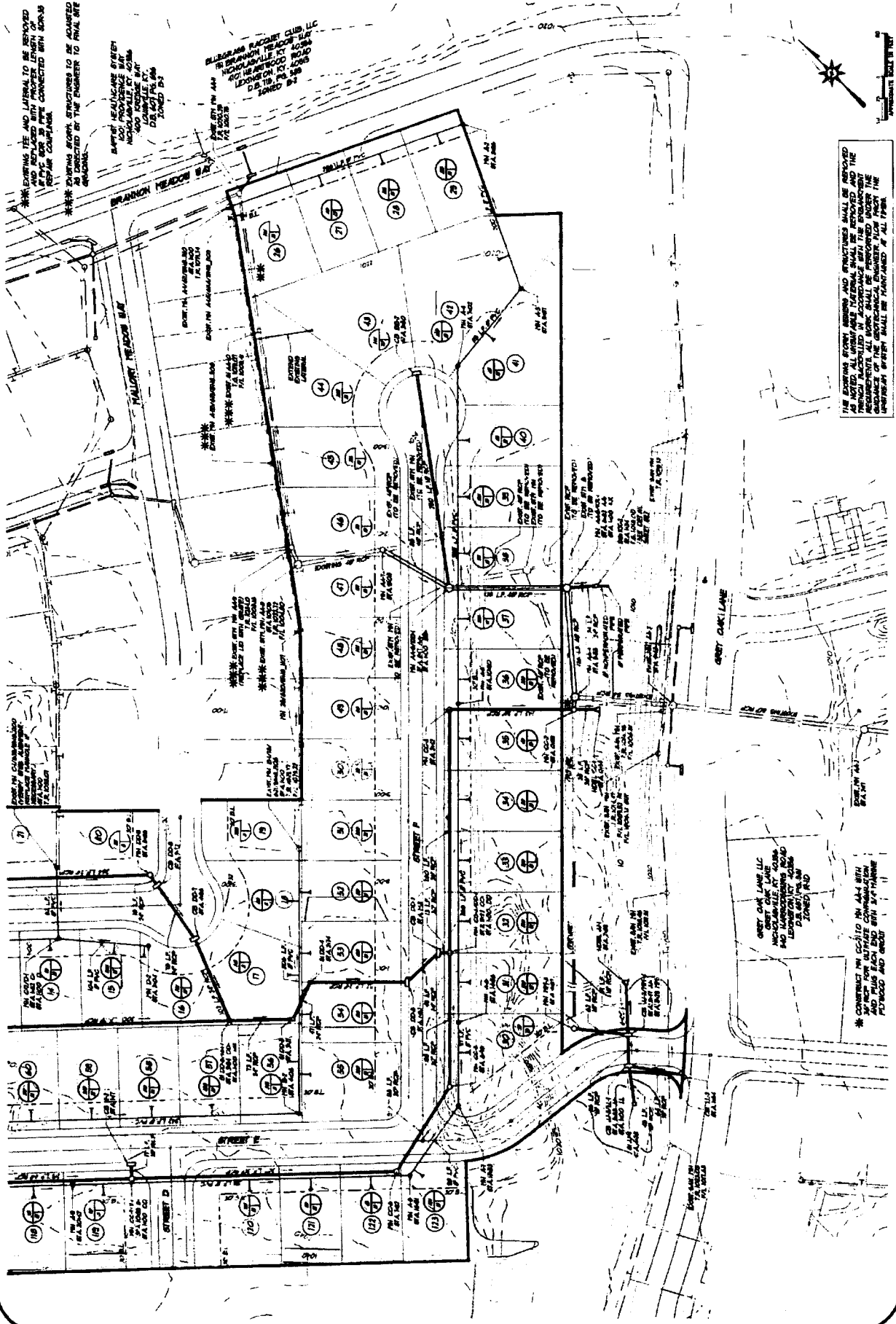
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STORM AND SANITARY SEWER PLAN
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

34 Patton, PLE



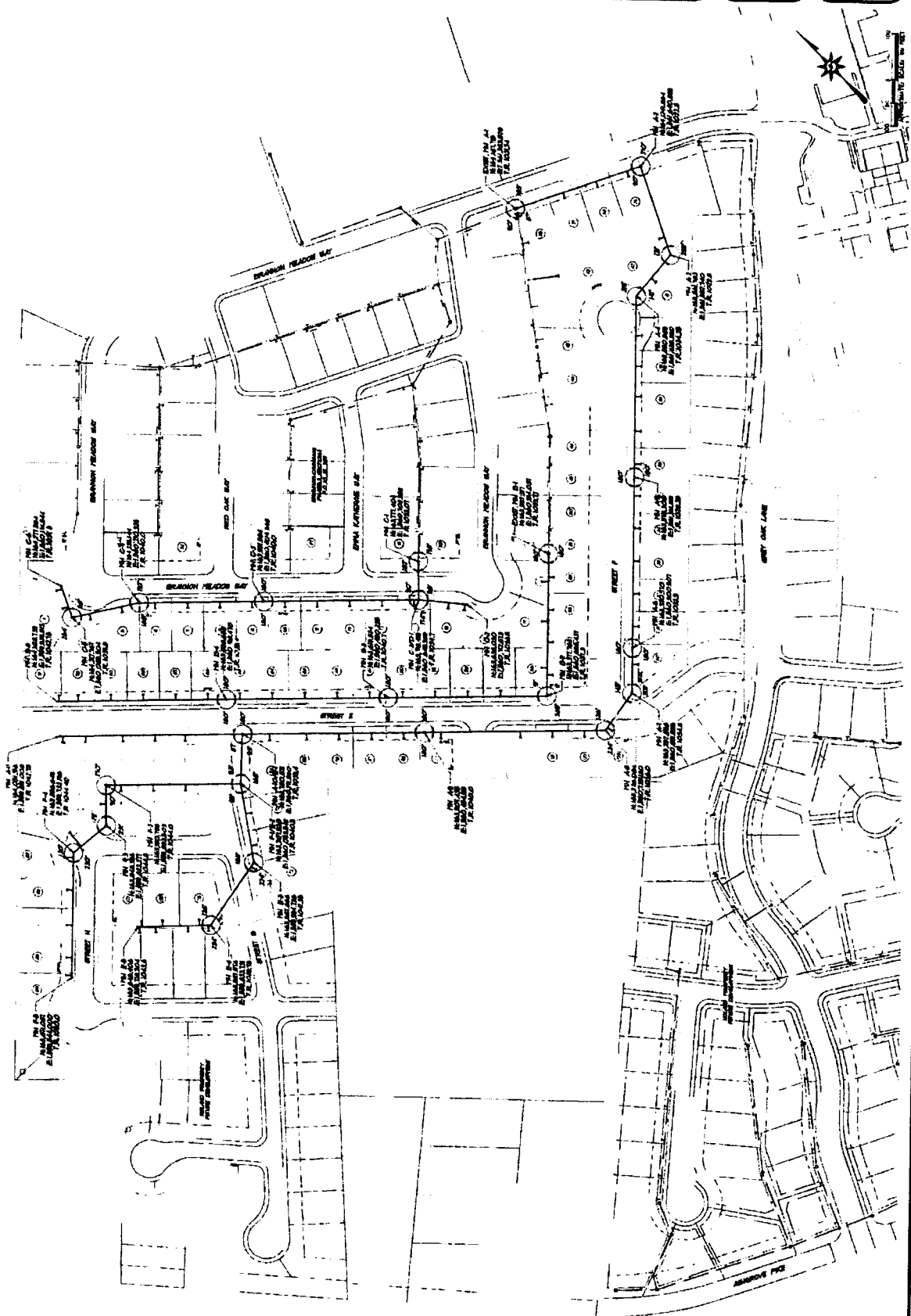
THE EXISTING STORM SEWERS AND STRUCTURES SHALL BE REMOVED AS NOTED. ALL EXISTING LATERALS SHALL BE REMOVED AND THE NEW LATERALS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS. ALL WORK SHALL BE PERFORMED UNDER THE GUIDANCE OF THE GEOTECHNICAL ENGINEER. THE EXISTING STORM SEWER SHALL BE MAINTAINED AT ALL TIMES.

* CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ACCESS TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIAL FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RECONSTRUCTION OF ALL DAMAGED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL NEW SEWER LINES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND INSPECTION OF ALL NEW SEWER LINES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ALL WORK IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL ACCESS TO ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIAL FROM THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RECONSTRUCTION OF ALL DAMAGED AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL NEW SEWER LINES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING AND INSPECTION OF ALL NEW SEWER LINES AND STRUCTURES.

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34 Pattern, p10



"The fact that the police are not taking any action against the demonstrators is a serious matter," said a spokesman for the police. "We are not taking any action against the demonstrators because they are not breaking the law. They are only expressing their opinion."

1. When the board members do not do the job that is expected of them, the board should consider the possibility of a change in the board members. The board should consider the possibility of a change in the board members if the board members do not do the job that is expected of them.

These findings, however, are not consistent with the results of other studies. For example, a study by Smith and colleagues (1998) found that the prevalence of depression was significantly higher in the elderly than in the younger population. This may be due to the fact that the elderly population is more likely to have chronic health conditions, which can lead to depression. Another study by Jones and colleagues (2001) found that the prevalence of depression was significantly higher in the elderly than in the younger population. This may be due to the fact that the elderly population is more likely to have chronic health conditions, which can lead to depression.

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GENERAL NOTES
-CONTINUING INTEREST SHALL BE KEPT UP IN
MEDICAL, PHYSICS AND IN ALL MATTERS IN WHICH
THE UNITED STATES IS CONCERNED. THE RESULTS OF
RESEARCH IN THESE AND OTHER SCIENTIFIC
FIELDS WILL BE KEPT UP TO DATE AND
THE RESULTS OF RESEARCH SHALL BE
KEPT UP TO DATE.

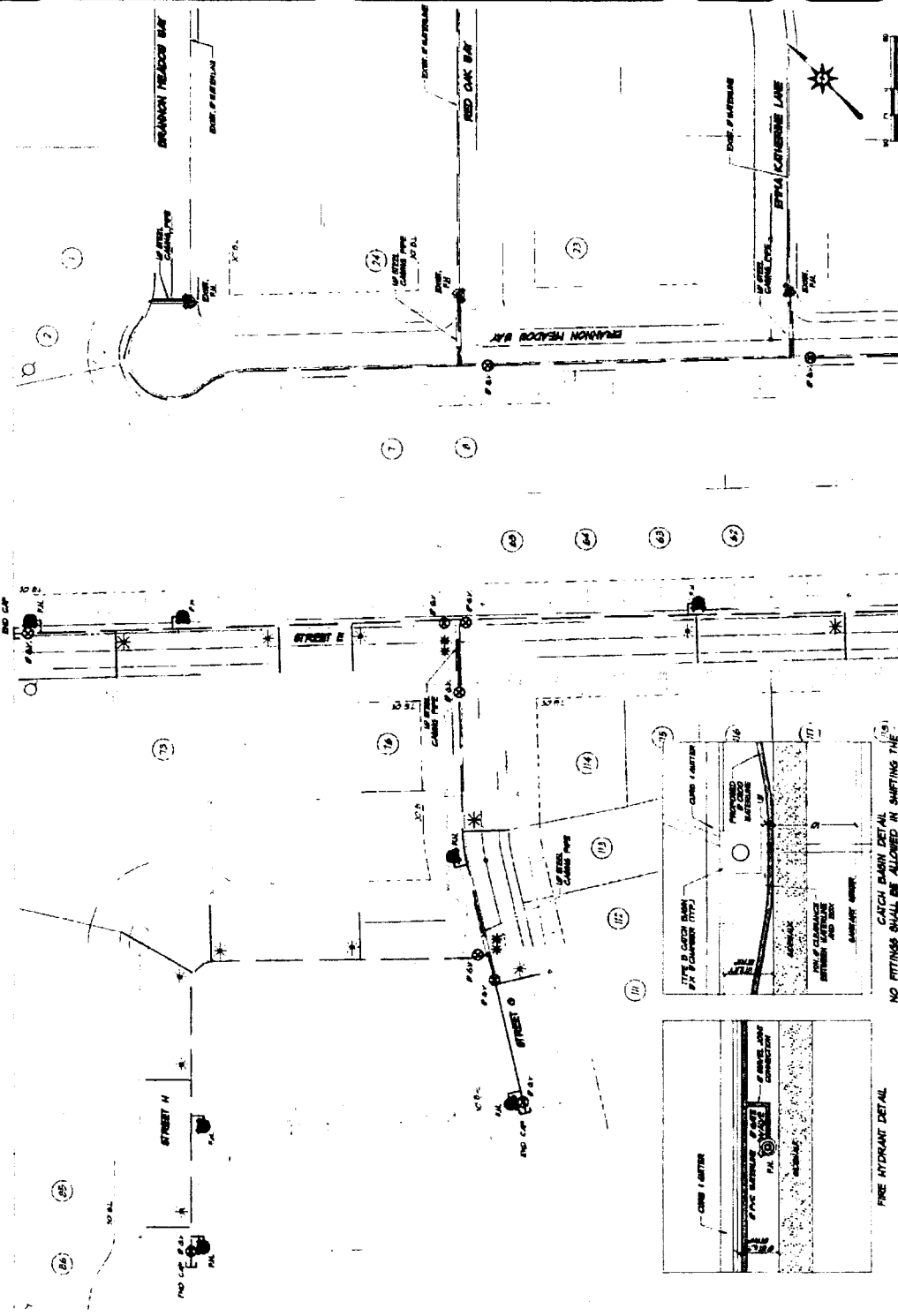
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DATE 08-20-2001 BY 60322 UCBAW/SJS/STP

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LOCATE CABLES FIVE AS NECESSARY TO
PROVIDE CLEARANCE BEHIND CATCH BASINS
- SEE DETAIL

ALL WATERLINE, UNLESS OTHERWISE NOTED,
SHALL BE 6000 DR 18 (CLASS 80)

① FIRE HYDRANT & VALVE
 ② SINGLE WATER METER
 ③ DOUBLE WATER METER
 ④ WATER VALVE
 — ⑤ WATER LINE
 * 3" PVC CASING PIPE FOR WATER SERVICE LINE.



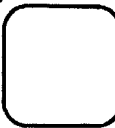
(19)
CATCH BASIN DETAIL
NO FITTINGS SHALL BE ALLOWED IN SHIFTING THE
WATERLINE BEHIND THE CATCH BASIN.

(19)
CATCH BASIN DETAIL
NO FITTINGS SHALL BE ALLOWED IN SHIFTING THE
WATERLINE BEHIND THE CATCH BASIN.

WATERLINE PLAN
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE JESSAMINE COUNTY, KENTUCKY

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DATE	08/21/10
CHECKED	
REVIEWED	

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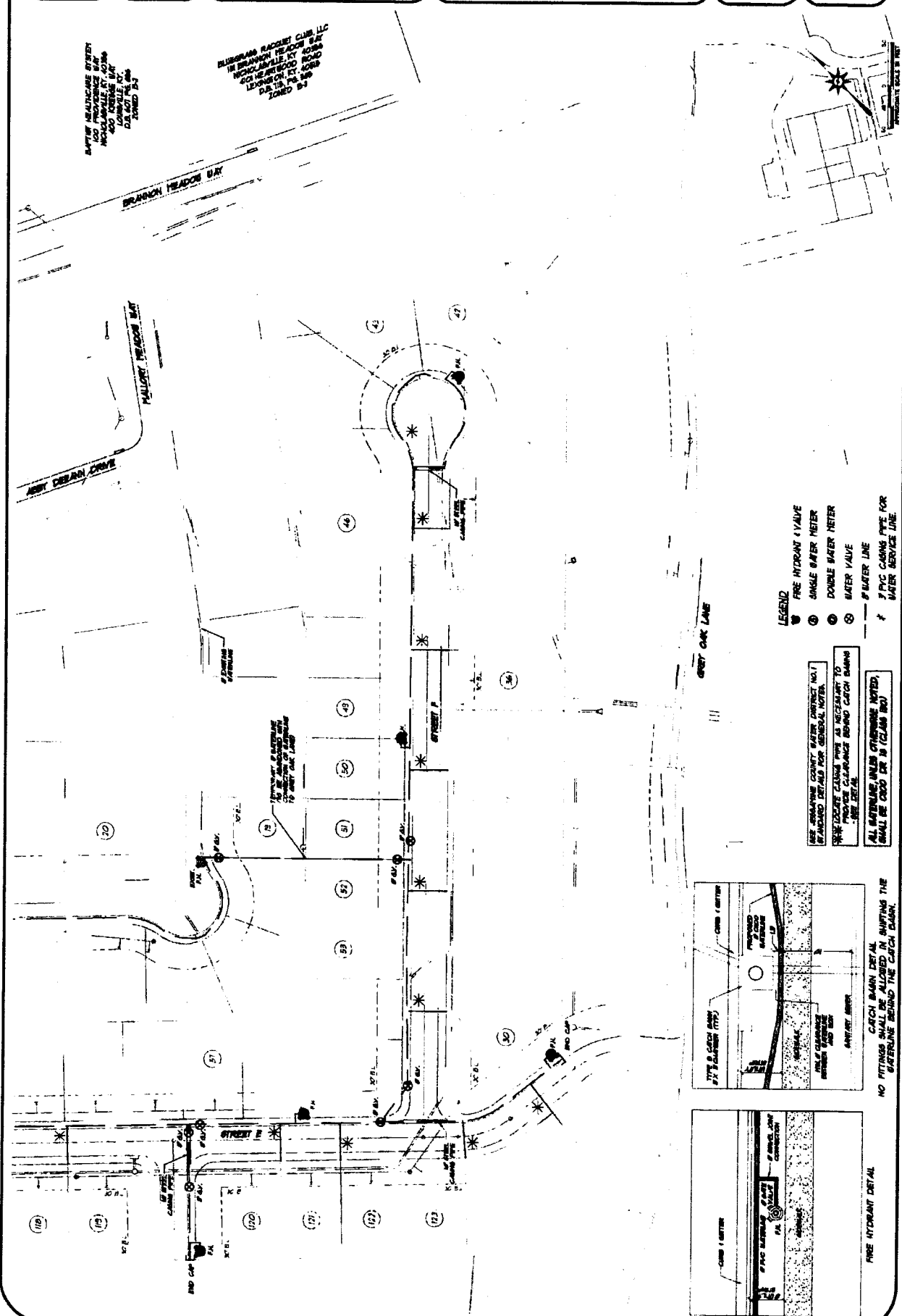


EA PARTNER, PLLC
1000 EAST 10TH AVENUE
SUITE 200
DENVER, CO 80202
TEL: 303.733.1234
FAX: 303.733.1235
WWW.EAPARTNER.COM

WATERLINE PLAN
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

TITLE
DATE 05/21/18
CHECKED
NOTED

SHEET
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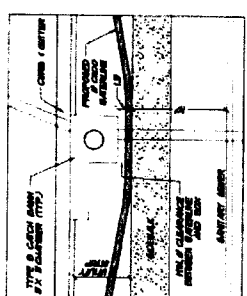


- LEGEND
- FIRE HYDRANT + VALVE
 - SINGLE WATER METER
 - DOUBLE WATER METER
 - WATER VALVE
 - WATER LINE
 - 8" PVC CATCH PITS FOR WATER SERVICE LINE

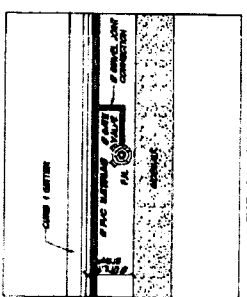
SEE JESSAMINE COUNTY WATER DISTRICT NO. 1
STANDARD DETAILS FOR GENERAL NOTES

SEE JESSAMINE COUNTY WATER DISTRICT NO. 1
STANDARD DETAILS FOR GENERAL NOTES

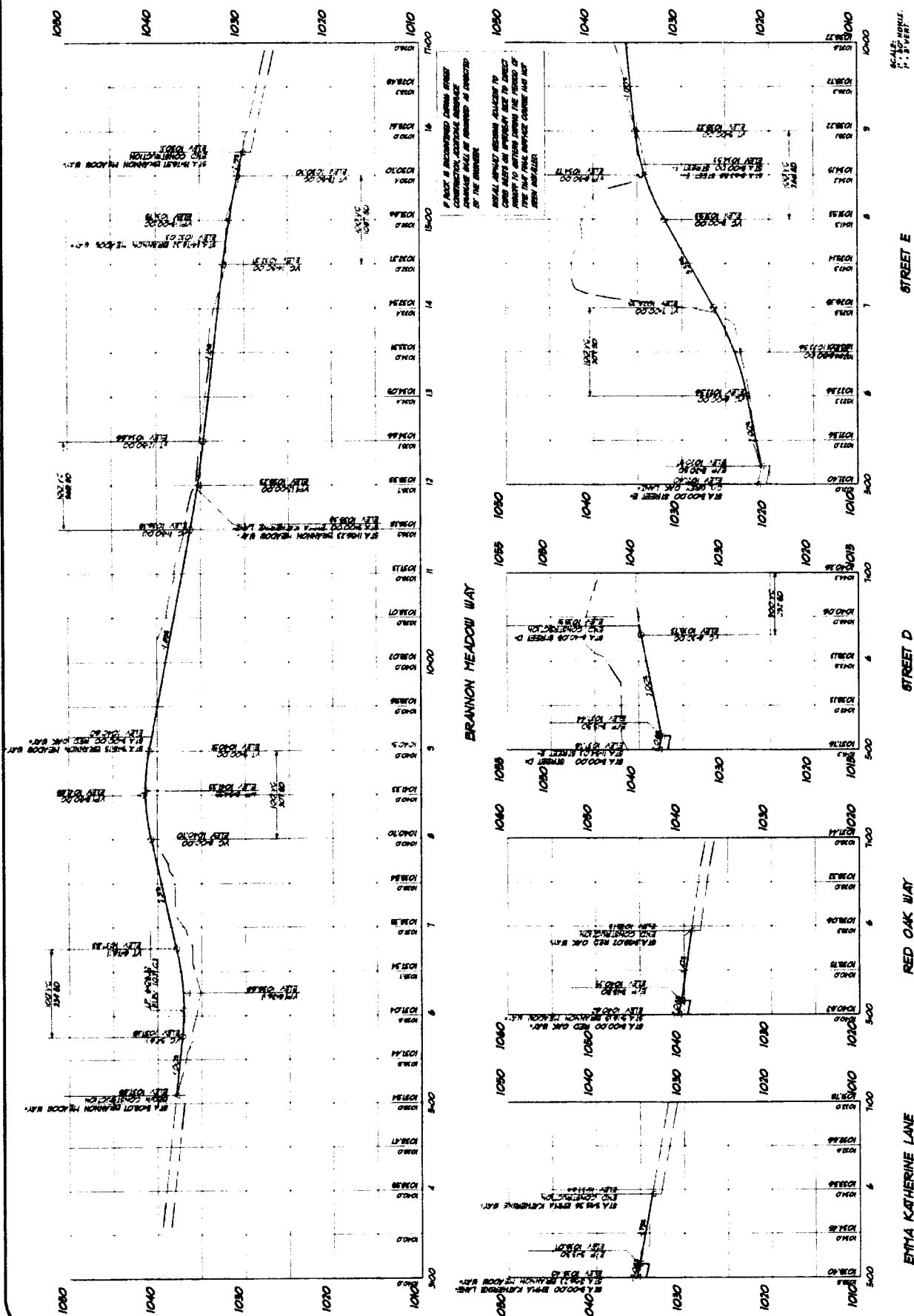
SEE JESSAMINE COUNTY WATER DISTRICT NO. 1
STANDARD DETAILS FOR GENERAL NOTES



CATCH BASIN DETAIL
NO FITTINGS SHALL BE ALLOWED IN SUMPING THE
WATERLINE BEHIND THE CATCH BASIN.

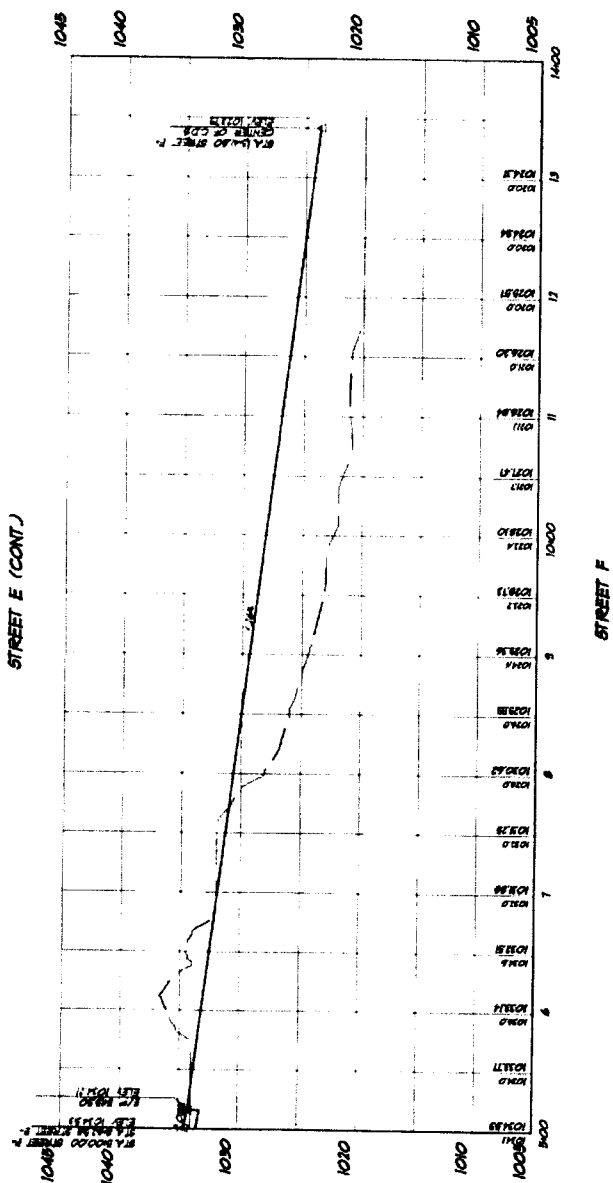
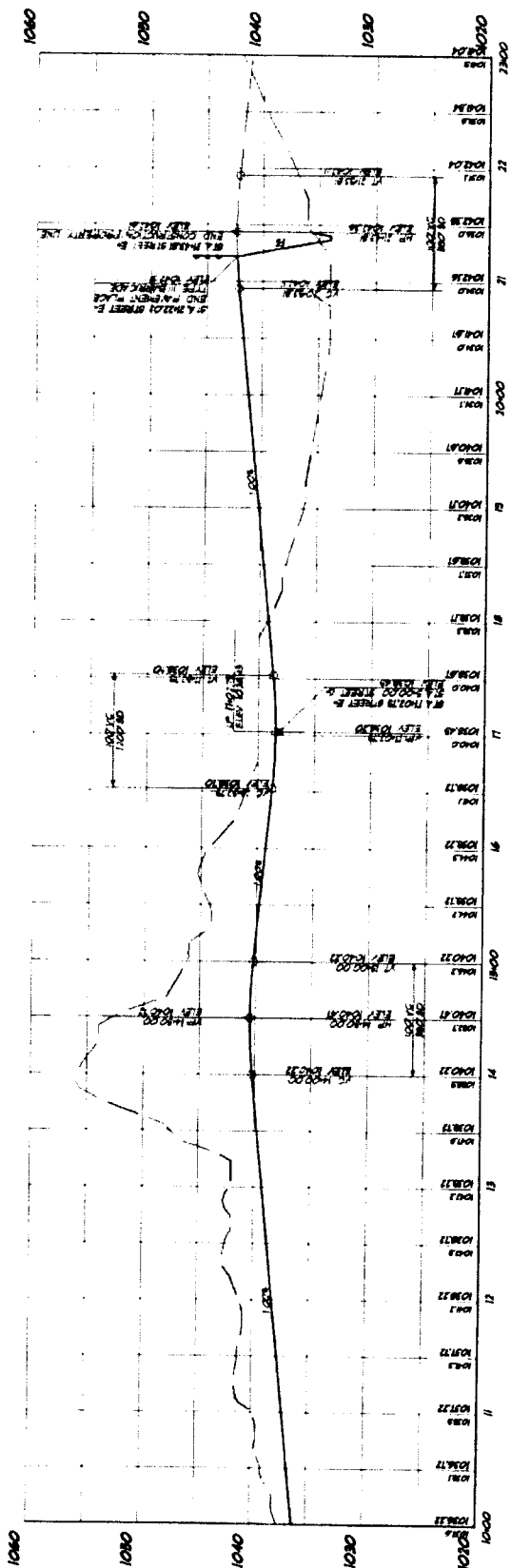


FIRE HYDRANT DETAIL
NO FITTINGS SHALL BE ALLOWED IN SUMPING THE
WATERLINE BEHIND THE CATCH BASIN.



F. ROCK IS ENCOUNTERED DURING STREET CONSTRUCTION, EXISTING AIRSPACE COLLISION RISK IS REASSURED AS EXPECTED BY THE BUREAU.

SCALE: 1" = 30' HORIZ.
1" = 3' VERT.



NOLAND PROPERTY

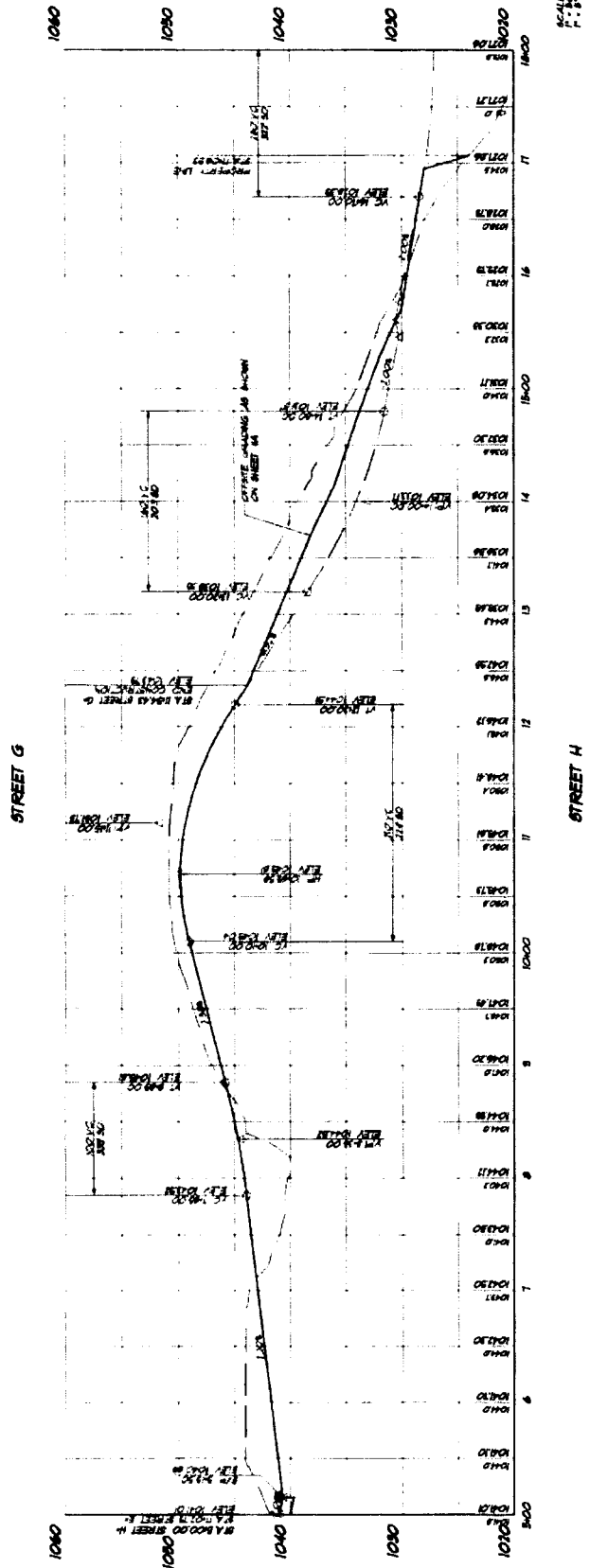
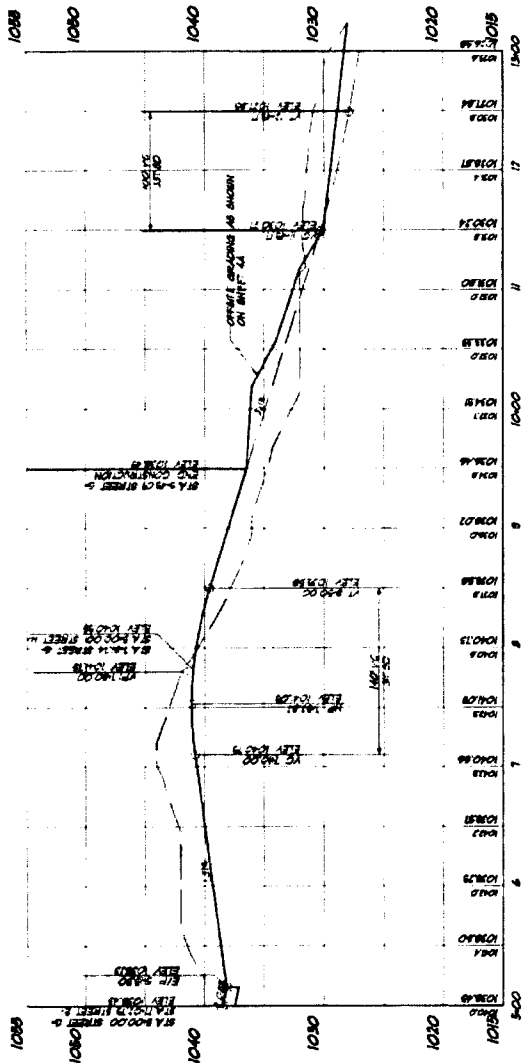
STREET PROFILES

NICHOLASVILLE JESSAMINE COUNTY, KENTUCKY

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 09-01-2001 BY 60322 UCBAW

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IF ROCK IS ENCOUNTERED DURING STREET
CONSTRUCTION, ADDITIONAL MESSAGE
CONTAINING SHALL BE ASSIGNED AND DIRECTED
BY THE ENGINEER.



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DATE 08/12/18
DRAWN BY
CHECKED BY
REVIEWED BY

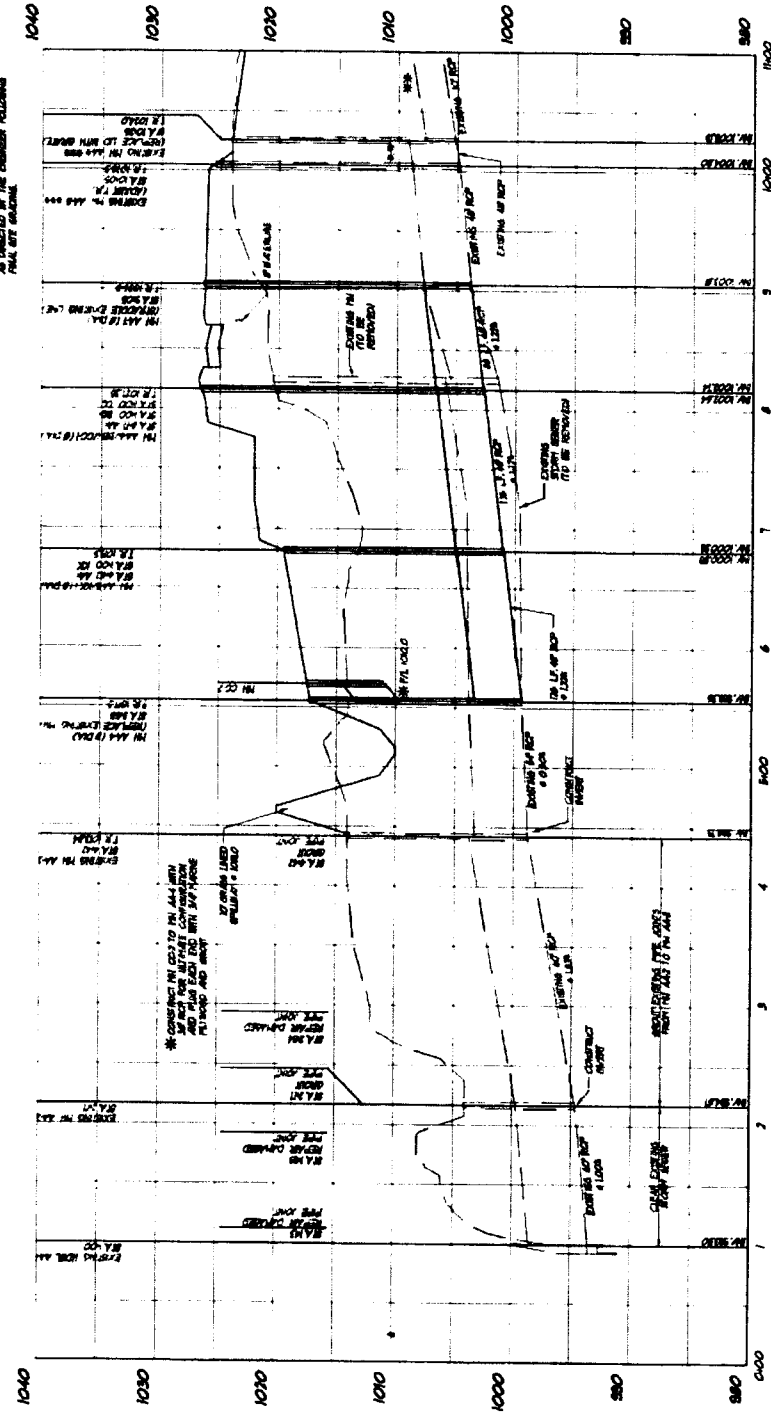
STORM SEWER PROFILES
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

34 Parkway, PLE
DATE 08/12/18
DRAWN BY
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SCALE:
1" = 20' HORIZ.
1" = 5' VERT.

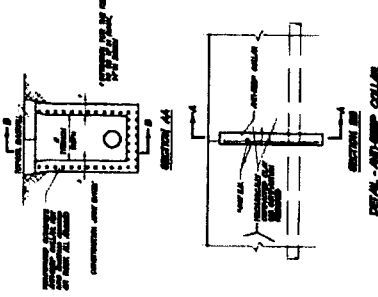
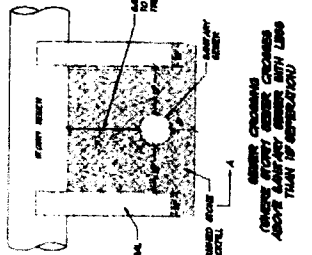
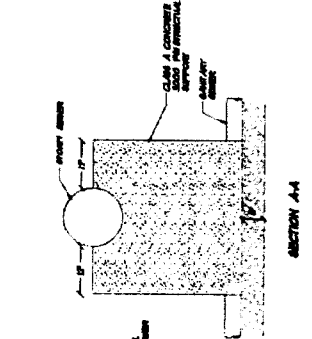
NOTES:
1. ALL STORM SEWER PIPES SHALL BE CONFORMED TO THE REQUIREMENTS OF THE KENTUCKY DEPARTMENT OF TRANSPORTATION (KDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION.
2. ALL STORM SEWER PIPES SHALL BE 15" DIA. UNLESS OTHERWISE NOTED.
3. ALL STORM SEWER PIPES SHALL BE 15' MIN. COVER.
4. ALL STORM SEWER PIPES SHALL BE 15' MIN. DEPTH.
5. ALL STORM SEWER PIPES SHALL BE 15' MIN. SPAN.
6. ALL STORM SEWER PIPES SHALL BE 15' MIN. SLOPE.
7. ALL STORM SEWER PIPES SHALL BE 15' MIN. RISE.
8. ALL STORM SEWER PIPES SHALL BE 15' MIN. FALL.
9. ALL STORM SEWER PIPES SHALL BE 15' MIN. GRADE.
10. ALL STORM SEWER PIPES SHALL BE 15' MIN. ELEVATION.

EXISTING STORM SEWER PROFILES IN ALL TO BE ADJUSTED TO BE 15' MIN. COVER, 15' MIN. DEPTH, 15' MIN. SPAN, 15' MIN. SLOPE, 15' MIN. RISE, 15' MIN. FALL, 15' MIN. GRADE, 15' MIN. ELEVATION.



LINE 4A

STORM SEWER CROSSING
(WHERE STORM SEWER CROSSING
ABOVE SANITARY SEWER WITH LESS
THAN 10' SEPARATION)



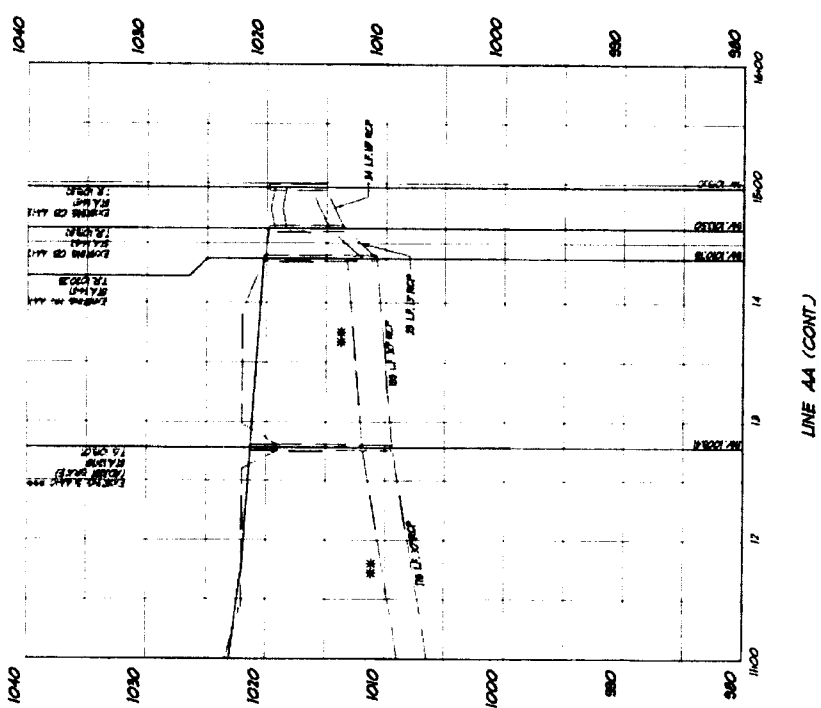
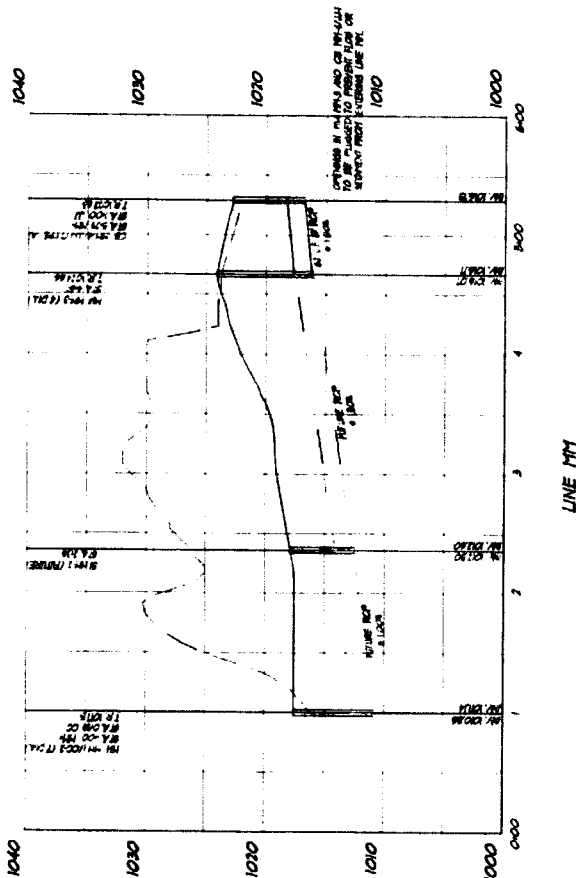
STORM SEWER PROFILES

NOLAND PROPERTY

PHASE 3, SECTION 2

ASMLEE, JESSAMINE COUNTY, KENTUCKY

34 Patton, Pte

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*** EXISTING STORY BEING REPAIR FROM IN. ALL TO IN. ALL TO BE VIBRO RAISED AND ANY DEFECTS TO BE REPAIRED AS DIRECTED BY THE ENGINEER AND THE JAMES

*** EXISTING STORY STRUCTURES TO BE ADJUSTED AS DIRECTED BY THE ENGINEER TO FINAL SITE GRADING

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SCALE:
1" = 50' HORIZ.
1" = 5' VERT.

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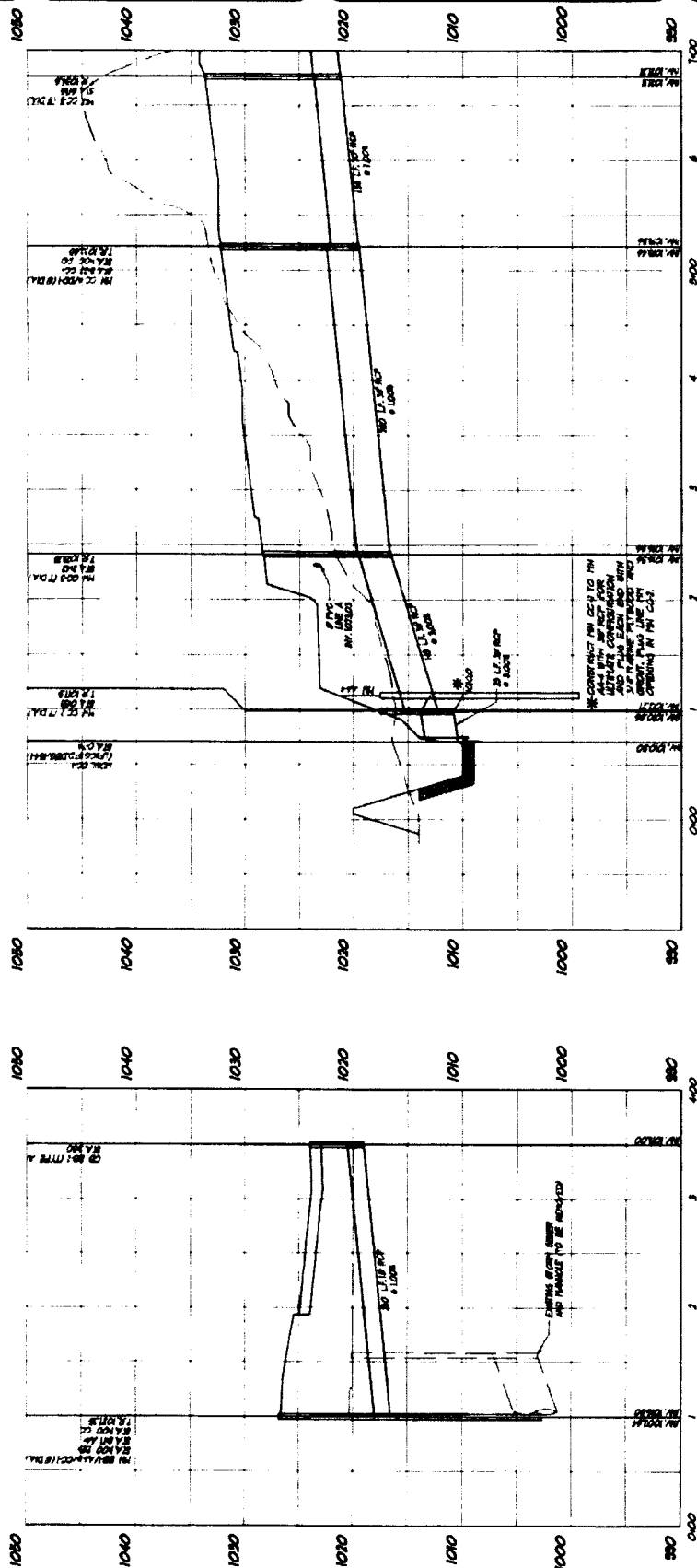
STORM SEWER PROFILES

NOLAND PROPERTY

PHASE 3, SECTION 2

NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

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NOTE: ALL CATCH BASINS SHALL HAVE A TEN FOOT THICK ASPHALT CURB. ALL MATERIALS LOCATED ON PAVED OVER SP SHALL BE INSTANTLY REMOVED. REASONABLE.

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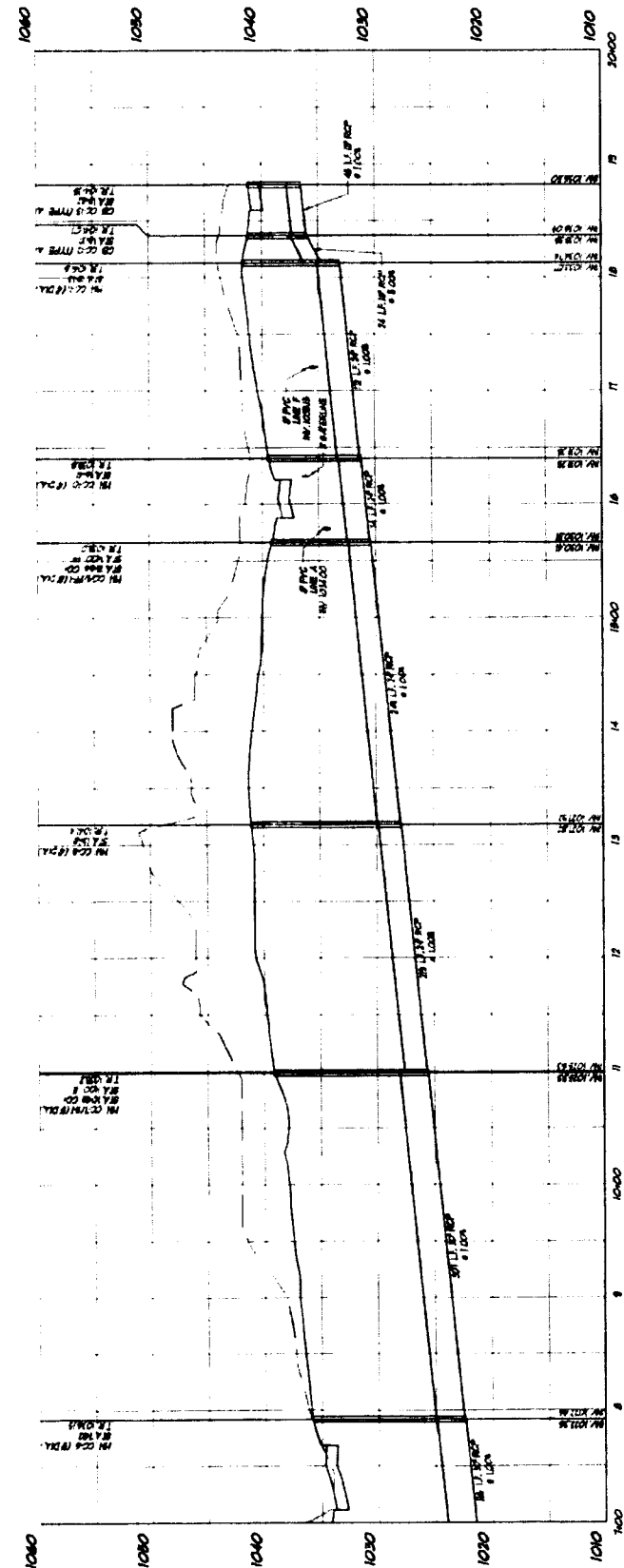
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY
NOLAND PROPERTY
PHASE 3, SECTION 2
STORM SEWER PROFILES

34 Parsons, PLE

SCALE
VERTICAL
1" = 4' HORIZ.

NOTES
ALL CONSTRUCTION SHALL HAVE A TEN FOOT THICK ADJACENT
STRENGTH WALL
ALL CONSTRUCTION SHALL BE ON FIRM GROUND OR SHALL BE UNDER
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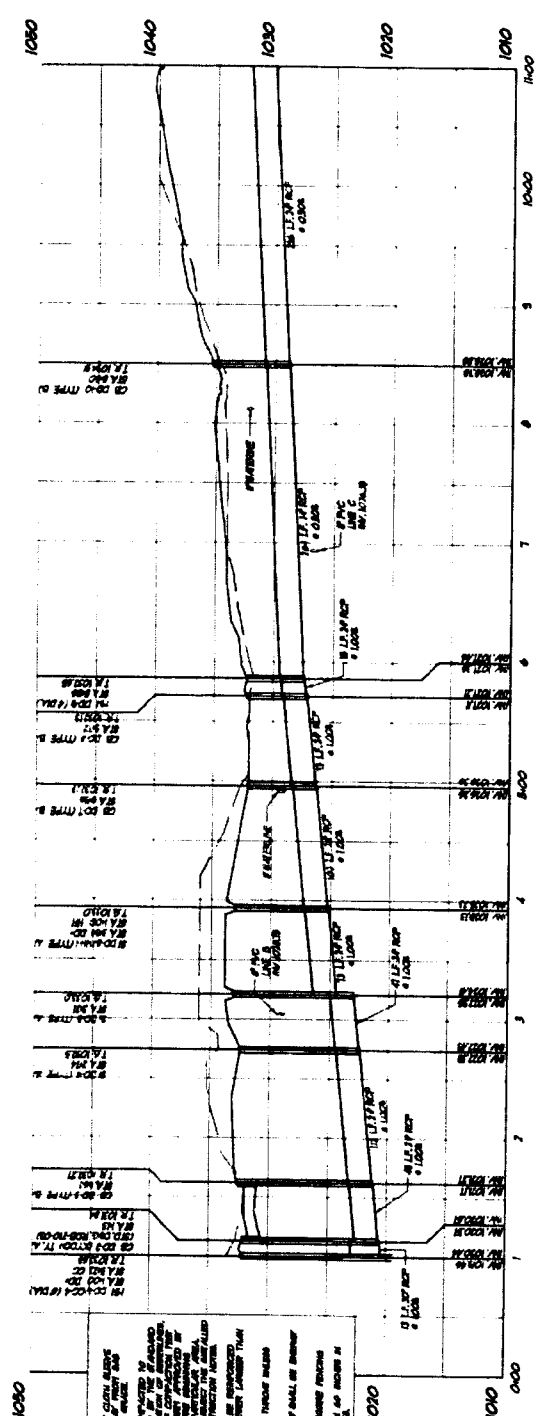
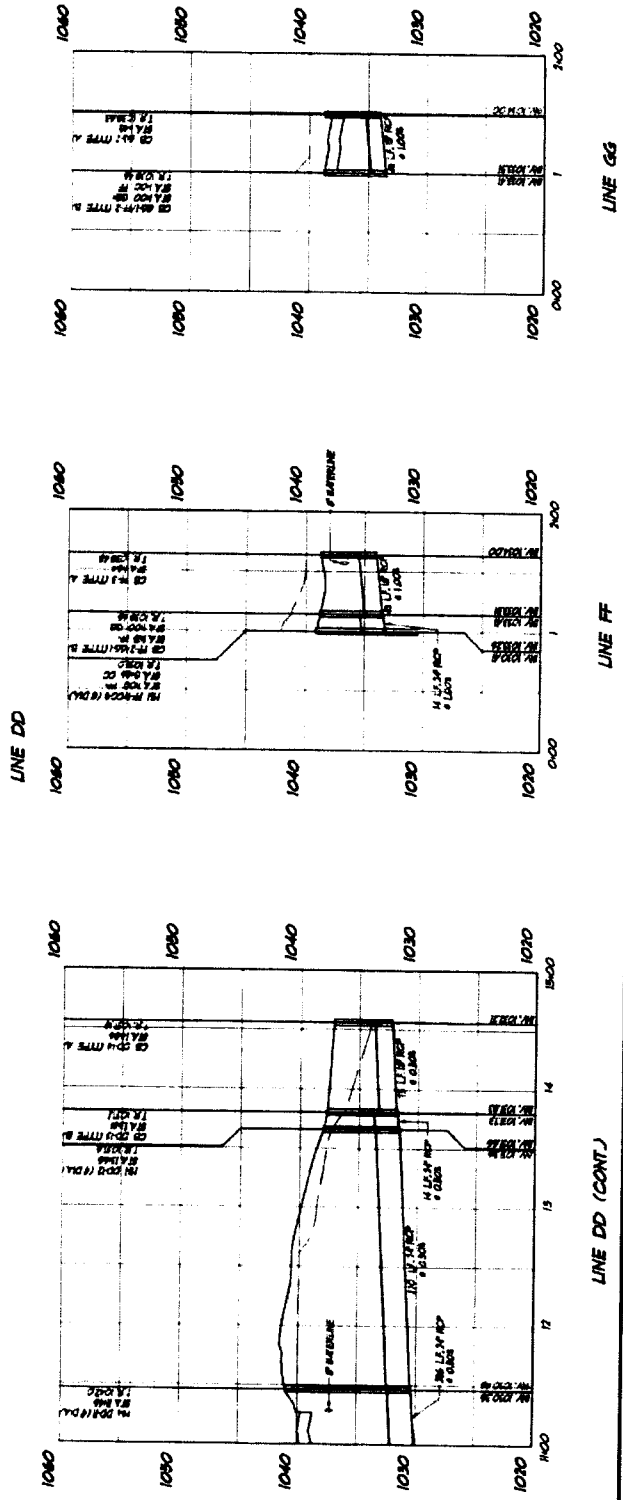
SCALE: 1" = 20' HORIZ.
1" = 5' VERT.

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STORM SEWER PROFILES
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

EA Partners, PLLC
1111 W. Main Street, Suite 100
Nicholasville, KY 40401
Phone: (606) 223-1111
Fax: (606) 223-1112
Email: info@eapartners.com

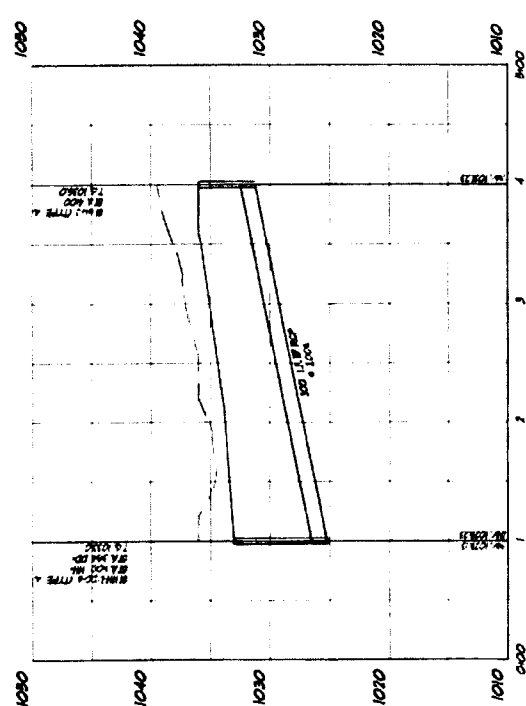


NOTES:
1. ALL SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE KENTUCKY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AND THE KENTUCKY DEPARTMENT OF REVENUE (KYDR) STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, LATEST EDITION.
2. ALL SEWER LINES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE KENTUCKY DEPARTMENT OF TRANSPORTATION (KYDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION, AND THE KENTUCKY DEPARTMENT OF REVENUE (KYDR) STANDARD SPECIFICATIONS FOR SEWERAGE AND SANITATION, LATEST EDITION.
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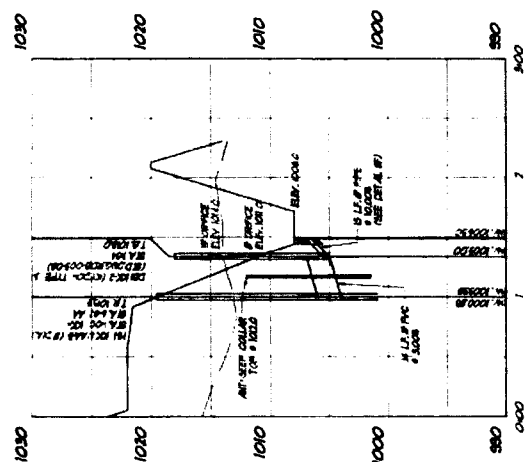
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STORM SEWER PROFILES
NOLAN PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

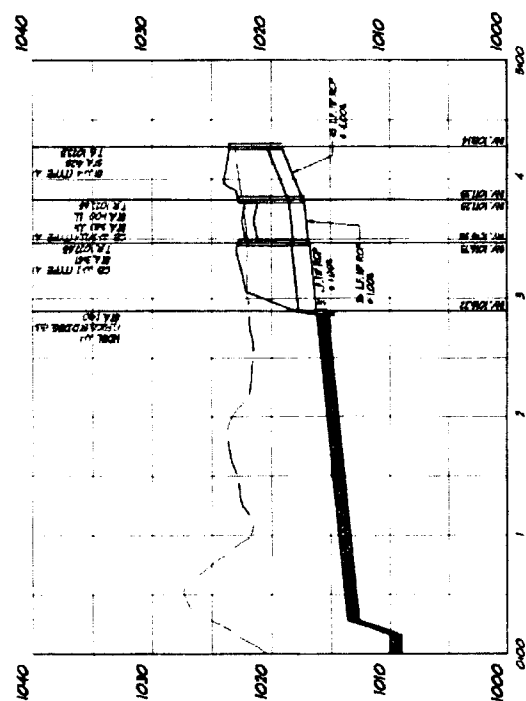
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LINE JJ

THAT THE ABOVE NAMED PERSONS ARE NOT BEING HELD IN ANY DETENTION FACILITY OR UNDER ARREST BY THE FBI AT THIS TIME.

IT IS REQUESTED THAT YOU ADVISE THE BUREAU OF ANY DEVELOPMENTS RELATIVE TO THIS MATTER.

VERY TRULY YOURS,
JAMES EARL RAY

ENCLOSURE

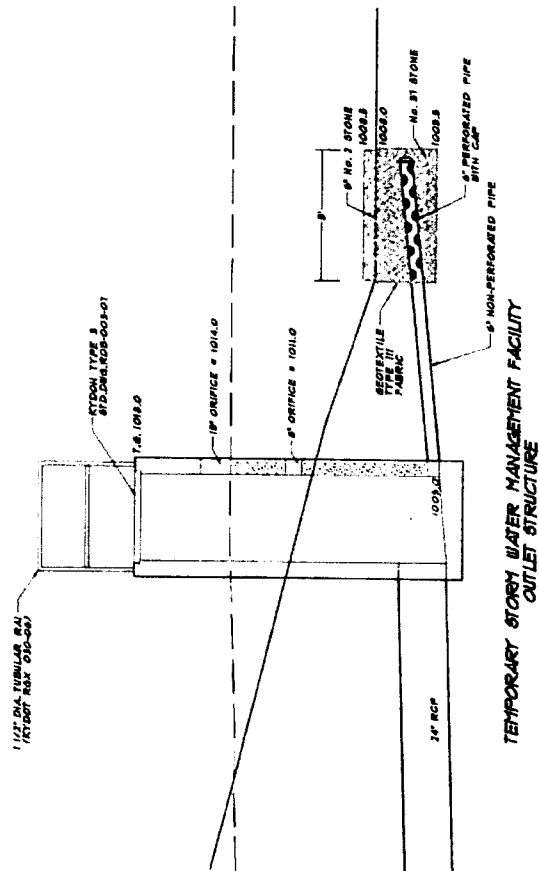
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-29-2007 BY 60322 UCBAW/SJS

34 Patton, PLE
 CIVIL ENGINEERING, INC.
 1000 S. 10TH ST., SUITE 100
 NICHOLASVILLE, KY 40301
 (502) 845-1234

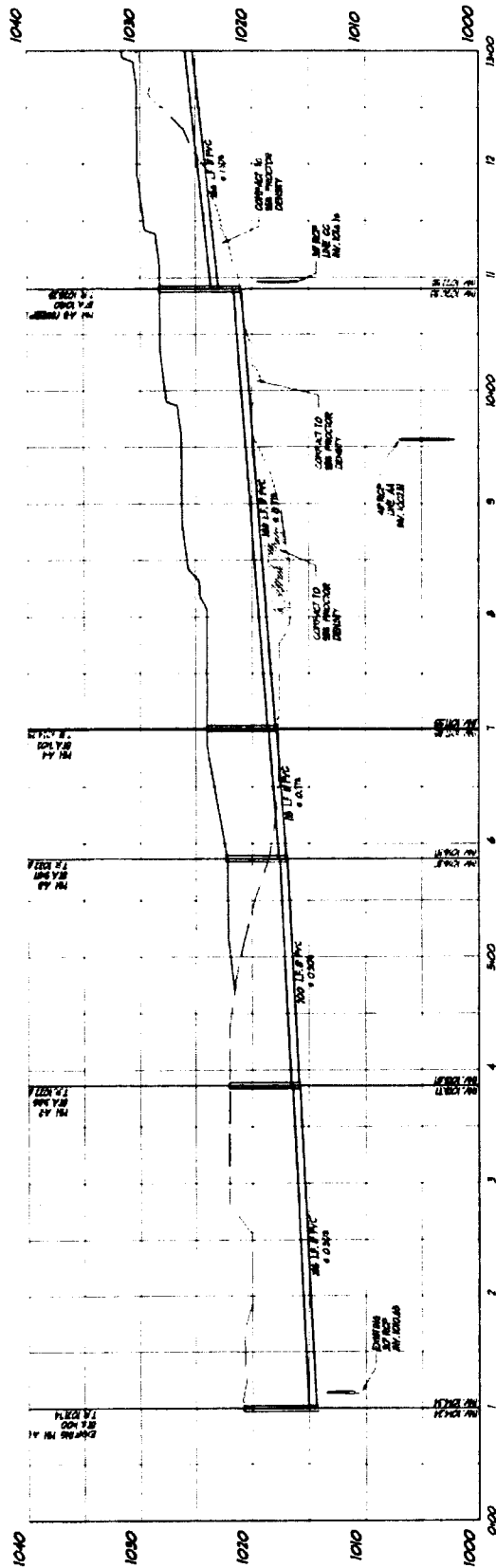
OUTLET STRUCTURE DETAIL
 NOLAND PROPERTY
 PHASE 3, SECTION 2
 NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

DATE: 08/21/11
 DRAWN BY: JTB
 CHECKED BY: JTB
 REVISIONS:

8G



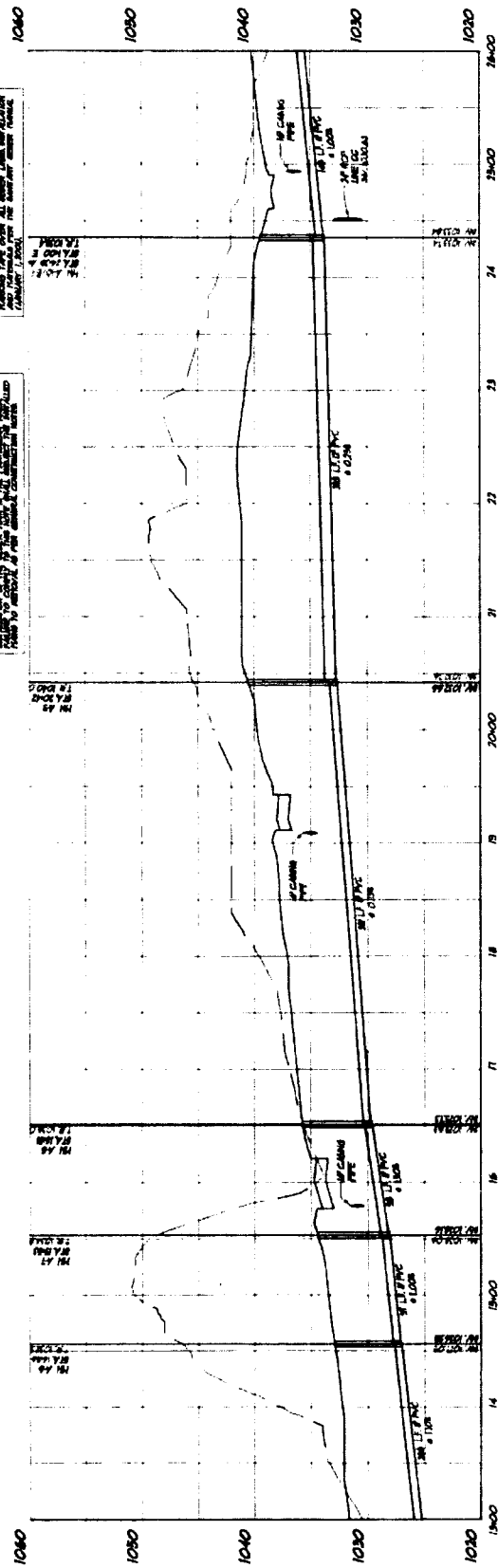
SCALE:
1" = 50' HORIZ.
1" = 5' VERT.



LINE A

[illegible]

WANTS
CONTRACTOR TO INSTALL DETAILABLE HORIZONTAL
CHANGING TAPE OVER ALL ROOF LINES AND FLAT
THROUGH ROOF LINE FOR THE REMAINING ROOF AREA
AND MATERIALS FOR THE REMAINING ROOF AREA
JANUARY 1, 2000



LINE A (CONT.)

SCALE:
H = 1" = 10' HORIZ.
V = 1" = 5' VERT.

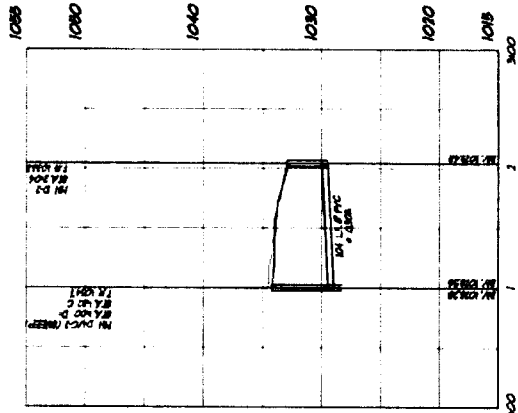
9B
SHEET

DATE: 8/1/12
DRAWN: [blank]
CHECKED: [blank]
REVISION: [blank]

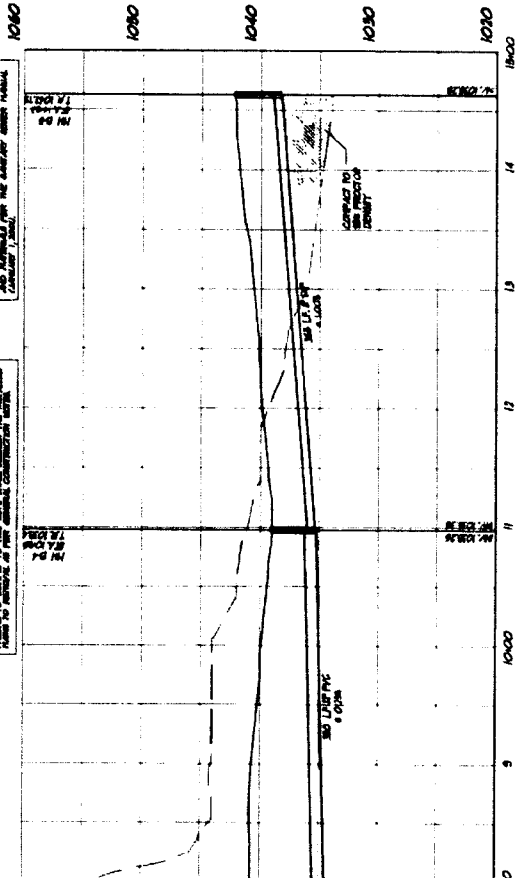
SANITARY SEWER PROFILES
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

24 Parkman, PLLC
[Logo]
[blank]
[blank]
[blank]

LINE D

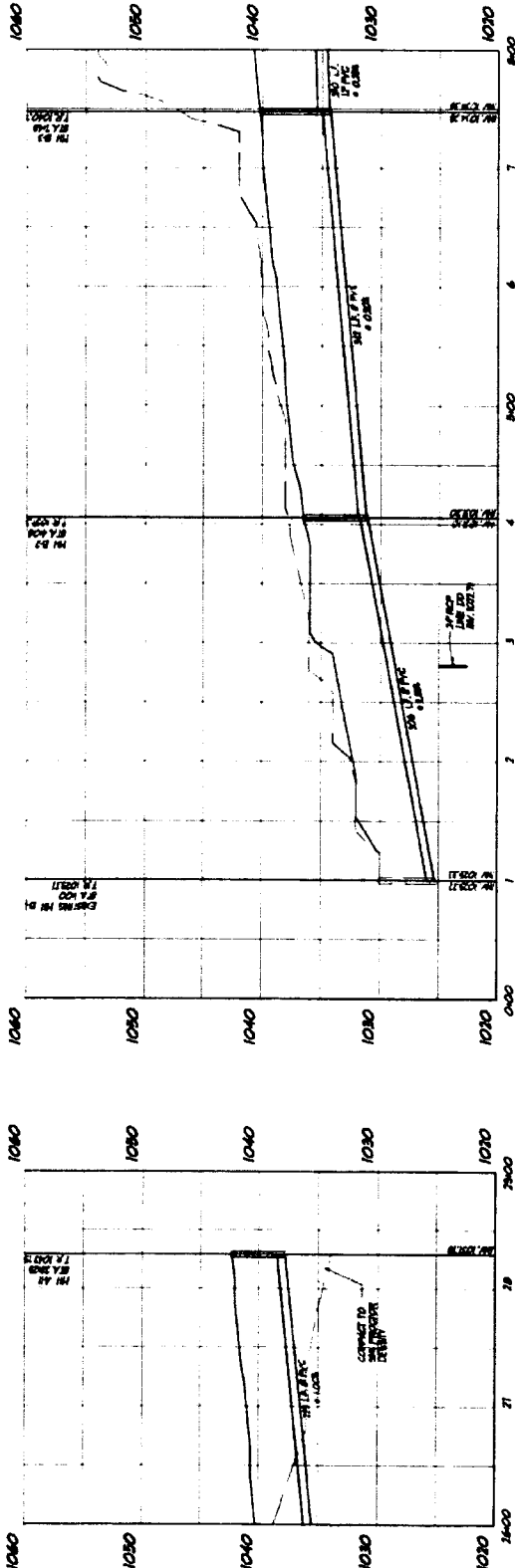


LINE B



LINE B (CONT.)

LINE A (CONT.)



LINE A

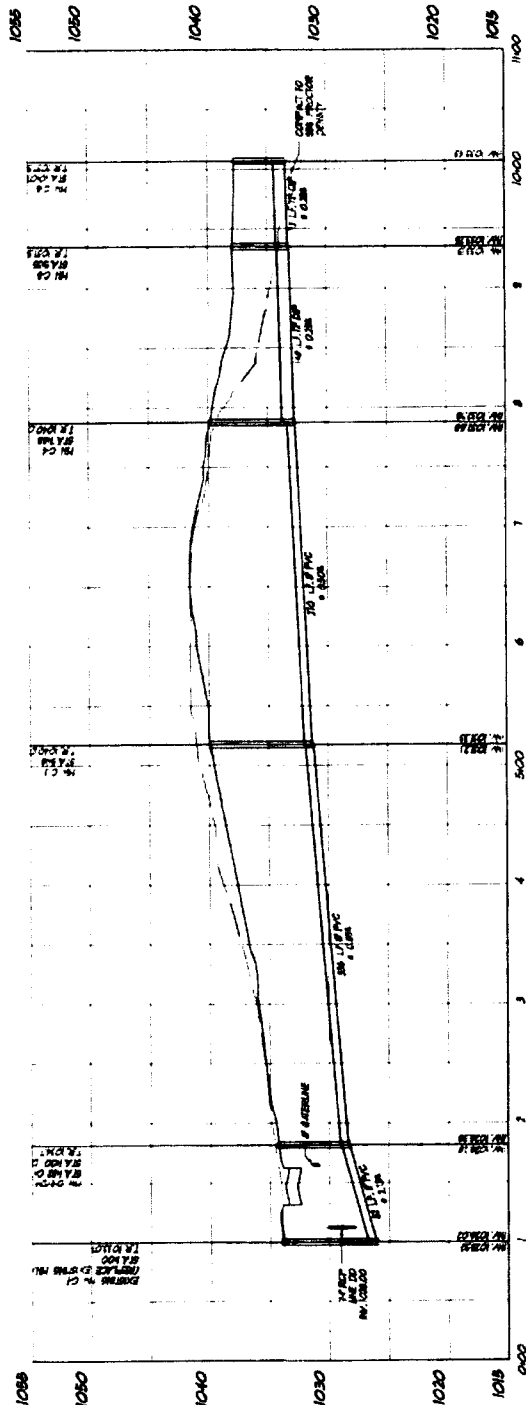
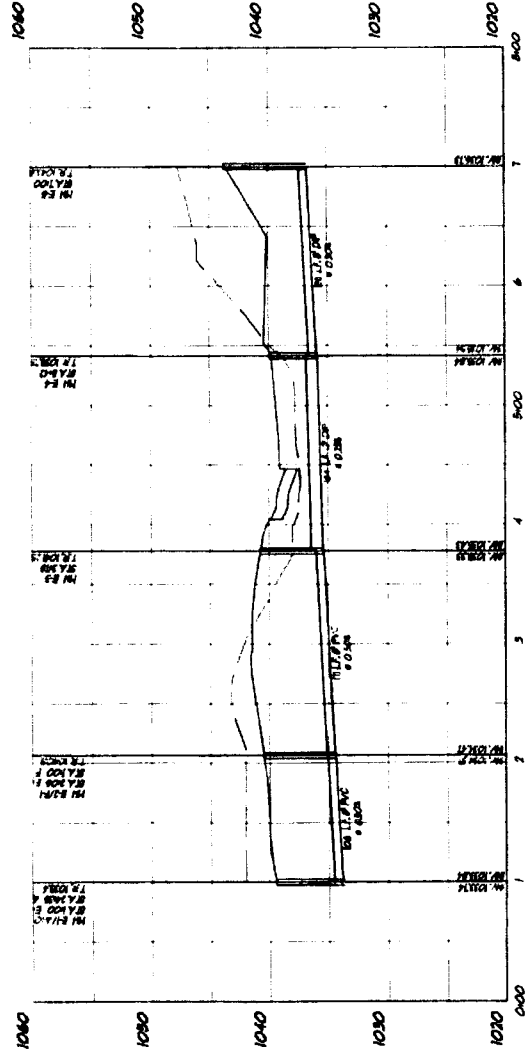
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 TITLE: [blank]

SANITARY SEWER PROFILES
 NOLAND PROPERTY
 PHASE 3, SECTION 2
 NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

34 Pattern, PLE

SCALE: HORIZ. 1" = 50' VERT. 1" = 5' S.F.D.

NOTE: THESE SEWER PROFILES ARE TO BE CONSIDERED AS PRELIMINARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING SEWER PROFILES AND THE PROPOSED SEWER PROFILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.



9D

SCALE
1" = 50' HORIZ.
1" = 5' VERT.

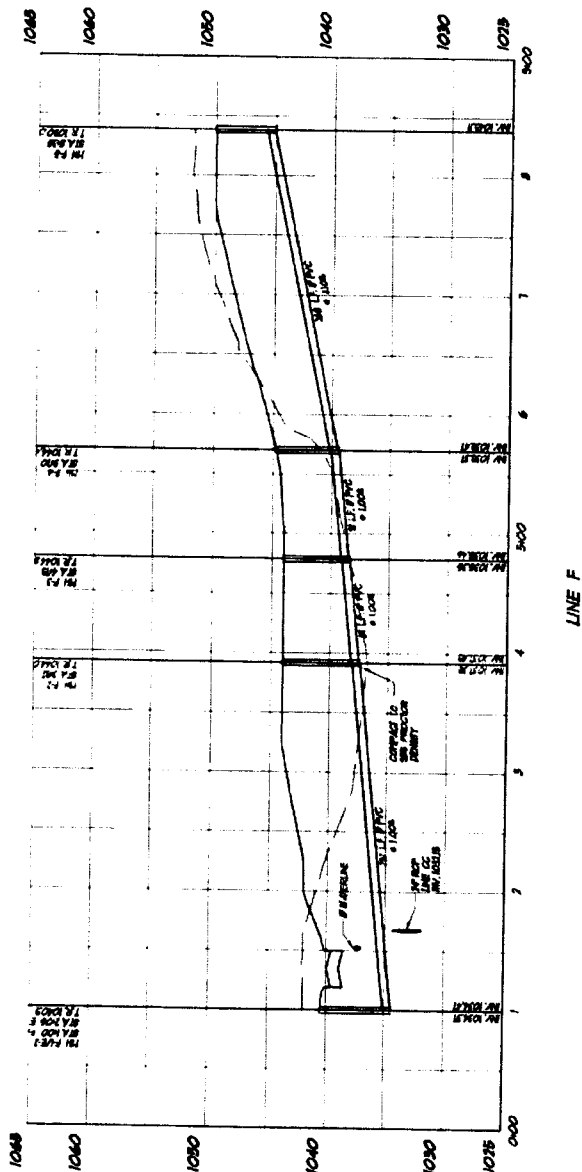
THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY THE ENGINEER. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE DATA USED IN THE DESIGN.

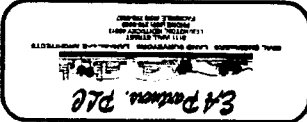
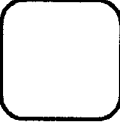
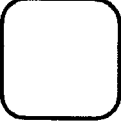
THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE DATA USED IN THE DESIGN. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY THE ENGINEER. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

DATE: 01/27/10
CHECKED: [Signature]
DESIGNED: [Signature]
REVIEWED: [Signature]

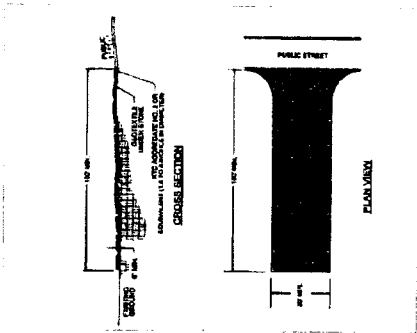
SANITARY SEWER PROFILES
NOLAND PROPERTY
PHASE 3, SECTION 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

EA Patton, P.E.
[Signature]
[Stamp]

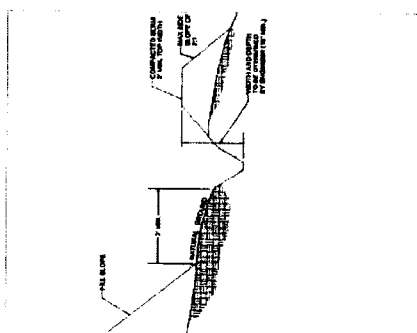




DATE	TWO
CHECKED	
REVIEWED	



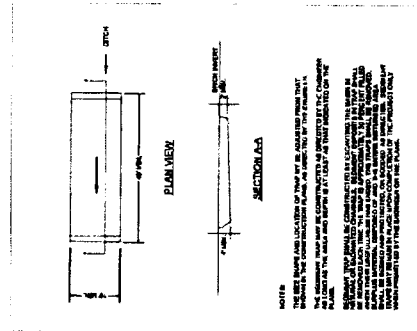
CONSTRUCTION ENTRANCE



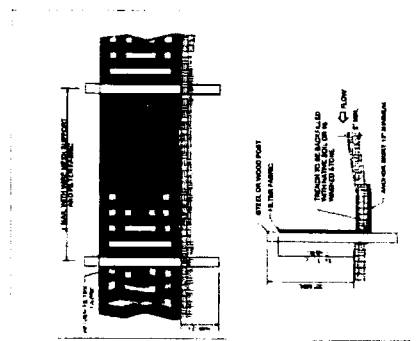
TEMPORARY DIVERSION DITCH

- GENERAL NOTES**
1. THE FENCE SHALL BE PURCHASED BY A CONTRACTOR AND SHALL BE THE PROPERTY OF THE CONTRACTOR. THE FENCE SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES. THE FENCE SHALL BE REMOVED BY THE CONTRACTOR AT THE END OF THE PROJECT.
 2. THE FENCE SHALL BE PLACED AT A DISTANCE OF 10 FEET FROM THE PROPERTY LINE.
 3. THE FENCE SHALL BE 4 FEET HIGH AND 4 INCHES THICK.
 4. THE FENCE SHALL BE MADE OF 4 INCH SQUARE PIPE.
 5. THE FENCE SHALL BE SET IN CONCRETE AT THE CORNERS AND AT THE ENDS.
 6. THE FENCE SHALL BE SET IN CONCRETE AT THE CORNERS AND AT THE ENDS.
 7. THE FENCE SHALL BE SET IN CONCRETE AT THE CORNERS AND AT THE ENDS.
 8. THE FENCE SHALL BE SET IN CONCRETE AT THE CORNERS AND AT THE ENDS.

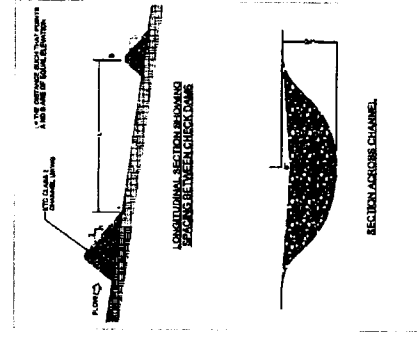
TEMPORARY SILT FENCE
GENERAL NOTES



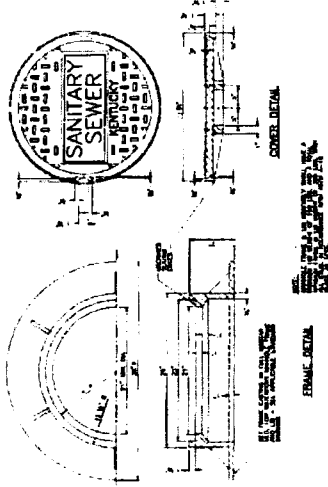
SEDIMENT TRAP DETAIL



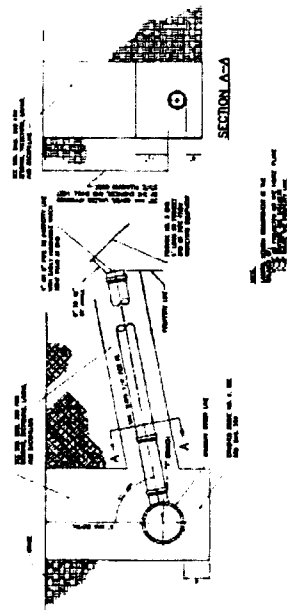
SILT FENCE DETAIL



ROCK CHECK DAM



MANHOLE COVER



HOUSE LATERAL

GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

2. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

3. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

4. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

5. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

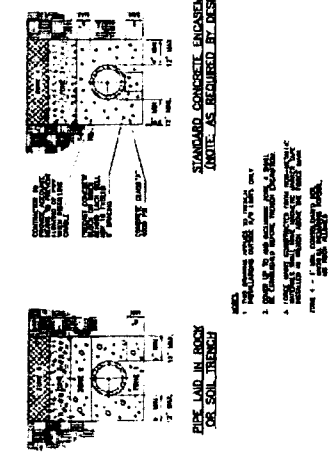
6. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

7. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

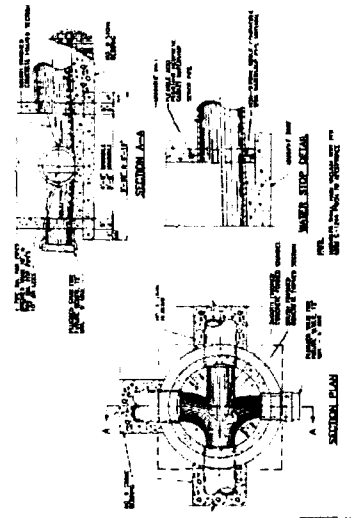
8. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

9. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.

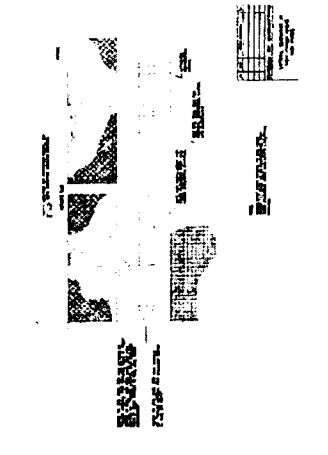
10. THE LATERAL SHALL BE INSTALLED IN ACCORDANCE WITH THE KENTUCKY SANITARY SEWER STANDARDS.



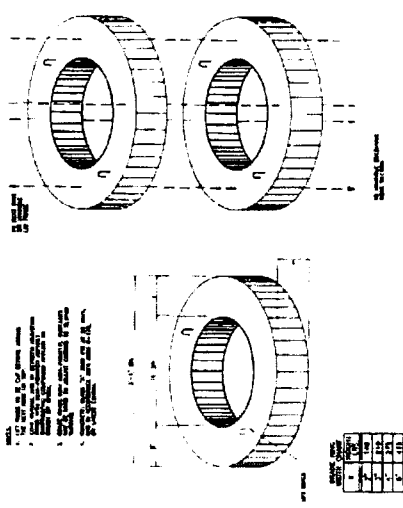
TRENCH DETAIL



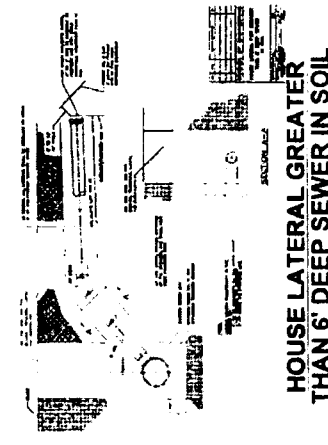
TRENCH DETAIL



LATERAL CLEANOUT IN NON-PAVED AREAS & YARDS

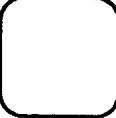


MANHOLE GRADE RINGS



HOUSE CONNECTION GREATER THAN 6' DEEP SEWER IN SOIL & ROCK

HOUSE LATERAL GREATER THAN 6' DEEP SEWER IN SOIL

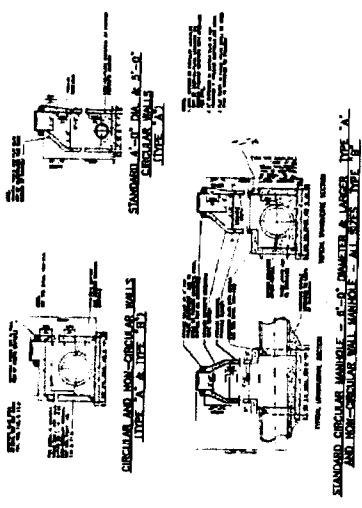


STORM SEWER DETAILS
UNIT 3-6, PHASE 2
NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

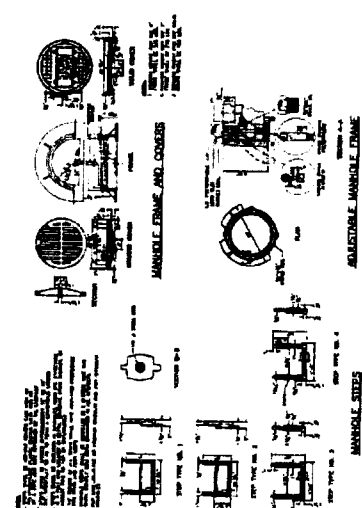
DATE
BY
CHECKED
APPROVED

13

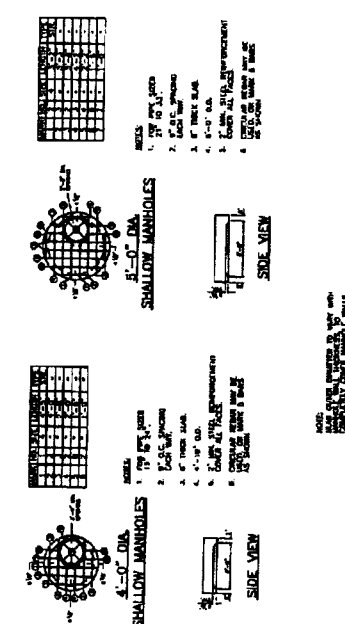
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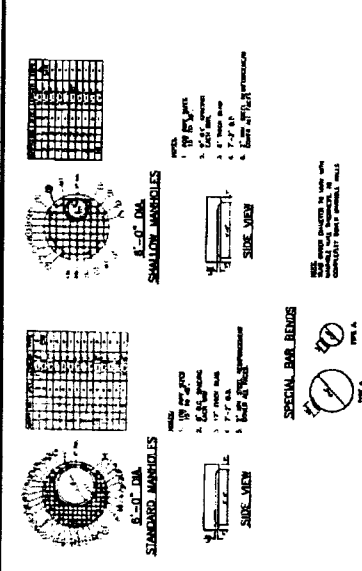
STORM SEWER MANHOLES



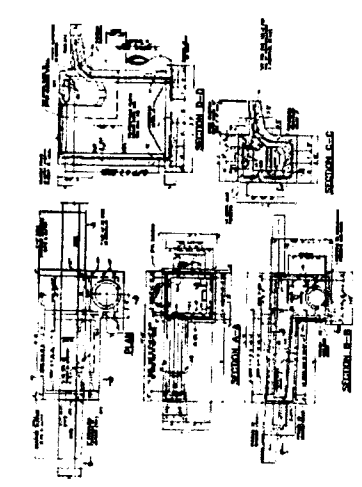
MANHOLE FRAMES, COVERS, & STEPS



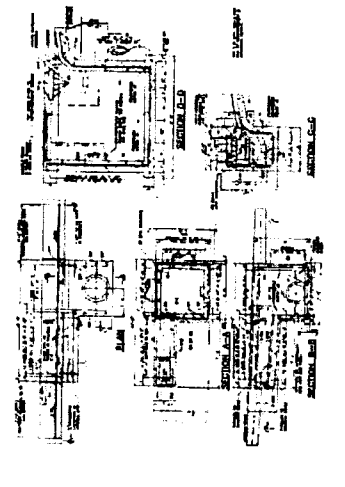
STORM SEWER MANHOLE CIRC. SLABS (4'-0" & 5'-0")



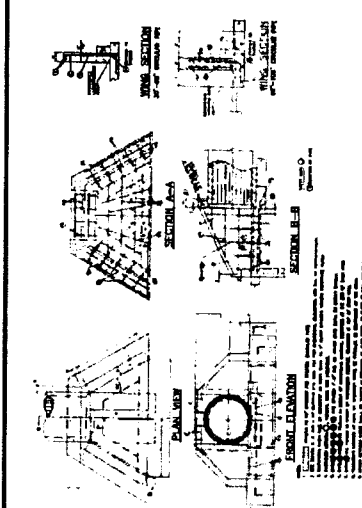
STORM SEWER MANHOLE CIRC. SLABS (6'-0")



CURB BOX INLET TYPE "A"



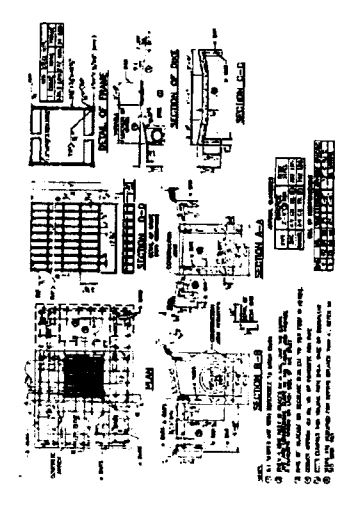
CURB BOX INLET TYPE "B"



PIPE CULVERT HEADWALLS

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	PIPE CULVERT HEADWALL	1	EA	100.00	100.00
2	PIPE CULVERT DIAMETERS	1	EA	50.00	50.00
3	PIPE CULVERT HEADWALL	1	EA	100.00	100.00
4	PIPE CULVERT DIAMETERS	1	EA	50.00	50.00
5	PIPE CULVERT HEADWALL	1	EA	100.00	100.00
6	PIPE CULVERT DIAMETERS	1	EA	50.00	50.00
7	PIPE CULVERT HEADWALL	1	EA	100.00	100.00
8	PIPE CULVERT DIAMETERS	1	EA	50.00	50.00
9	PIPE CULVERT HEADWALL	1	EA	100.00	100.00
10	PIPE CULVERT DIAMETERS	1	EA	50.00	50.00

PIPE CULVERT DIAMETERS



SURFACE INLET TYPE "A"

15
SHEET

五

NAME	TIME
DATE	
CHECKED	
SERIALIZED	

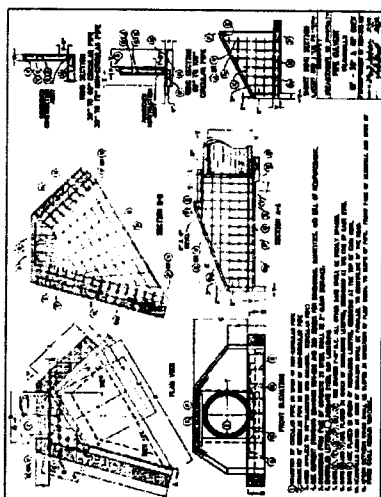
STORM SEWER DETAILS

ASHTREE PROPERTY

UNIT 66, PHASE 2

NICHOLASVILLE, JESSAMINE COUNTY, KENTUCKY

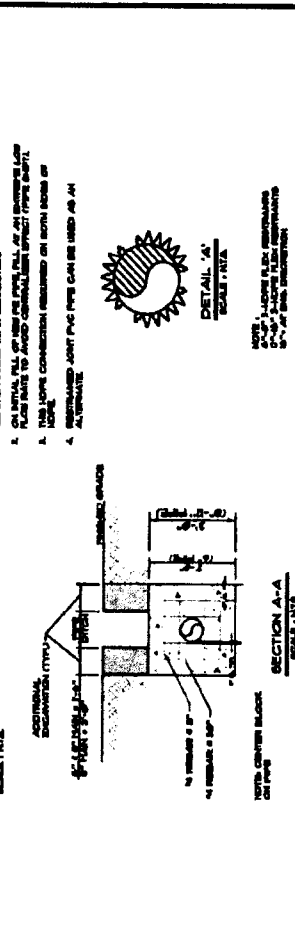
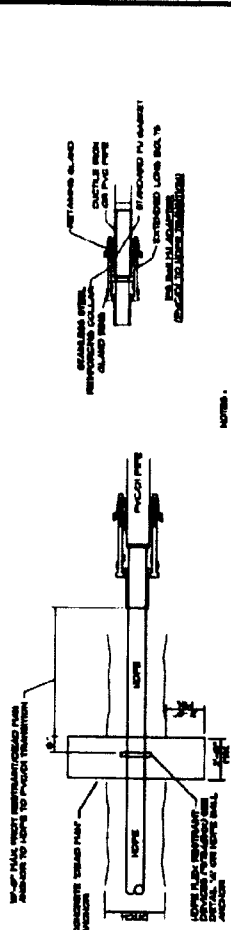
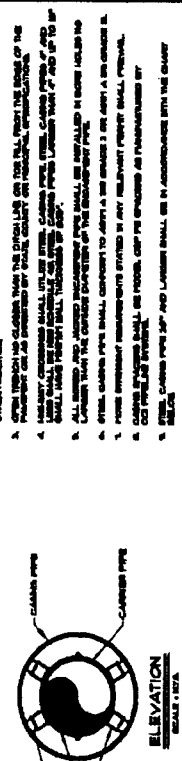
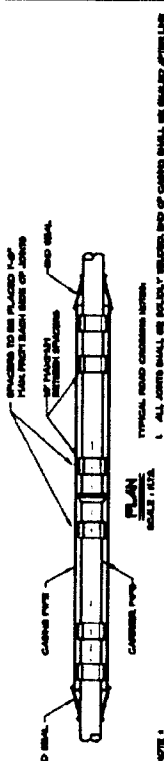
34 Patton, PLO



HEADWALLS @ 15° SKEW
30"-108" PIPES

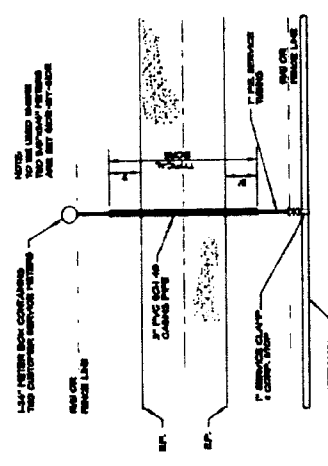
DAILY LOG											
DATE	TIME	LOCATION	WIND	WAVE	SEA	TEMP	WIND	WAVE	SEA	TEMP	REMARKS
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10/10/54	0700	1000	10	2	3	15	10	2	3	15	1000
10/10/54	0800	1000	10	2	3	15	10	2	3	15	1000
10/10/54	0900	1000	10	2	3	15	10	2	3	15	1000
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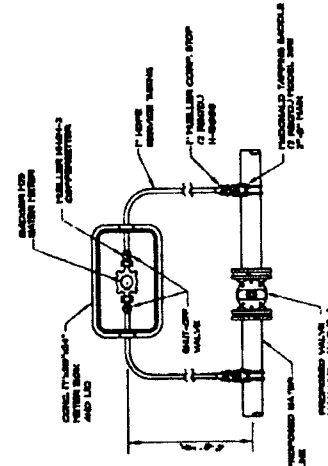


CALCULATE PER MONTHLY PAYMENTS (PMT)						
NUMBER OF MONTHS	24	36	48	60	72	84
PER MONTHLY PAYMENT	\$251	\$202	\$169	\$145	\$126	\$112

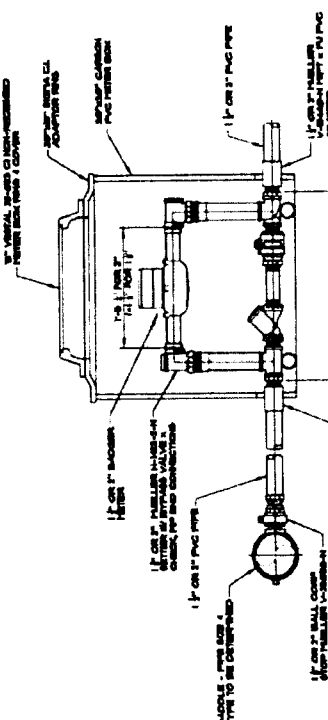
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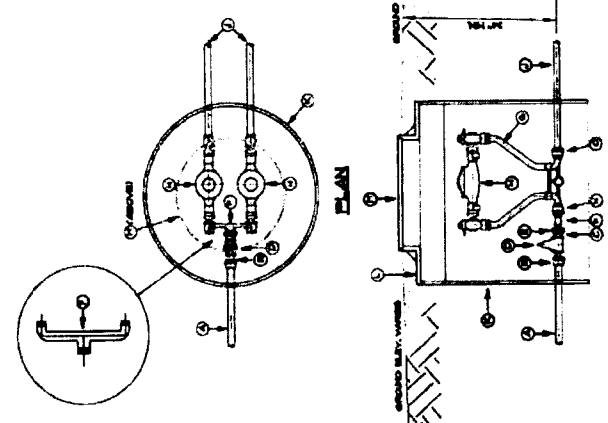
TYPICAL DUAL METER SETTING
SCALE: 1/4" = 1' SERVICE



TYPICAL METER SETTING
SCALE: 1/4" = 1' SERVICE



TYPICAL METER SETTING
SCALE: 1/4" = 1' SERVICE



TYPICAL METER SETTING
SCALE: 1/4" = 1' SERVICE

ITEM NO.	DESCRIPTION
1	1/2" P.V.C. 45° ELBOW
2	1/2" P.V.C. 90° ELBOW
3	1/2" P.V.C. 180° ELBOW
4	1/2" P.V.C. 45° ELBOW
5	1/2" P.V.C. 90° ELBOW
6	1/2" P.V.C. 180° ELBOW
7	1/2" P.V.C. 45° ELBOW
8	1/2" P.V.C. 90° ELBOW
9	1/2" P.V.C. 180° ELBOW
10	1/2" P.V.C. 45° ELBOW
11	1/2" P.V.C. 90° ELBOW
12	1/2" P.V.C. 180° ELBOW
13	1/2" P.V.C. 45° ELBOW
14	1/2" P.V.C. 90° ELBOW
15	1/2" P.V.C. 180° ELBOW
16	1/2" P.V.C. 45° ELBOW
17	1/2" P.V.C. 90° ELBOW
18	1/2" P.V.C. 180° ELBOW
19	1/2" P.V.C. 45° ELBOW
20	1/2" P.V.C. 90° ELBOW
21	1/2" P.V.C. 180° ELBOW
22	1/2" P.V.C. 45° ELBOW
23	1/2" P.V.C. 90° ELBOW
24	1/2" P.V.C. 180° ELBOW
25	1/2" P.V.C. 45° ELBOW
26	1/2" P.V.C. 90° ELBOW
27	1/2" P.V.C. 180° ELBOW
28	1/2" P.V.C. 45° ELBOW
29	1/2" P.V.C. 90° ELBOW
30	1/2" P.V.C. 180° ELBOW

PROJECT	DATE	SCALE	DATE
1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW
1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW
1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW
1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW
1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW
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PROJECT	DATE	SCALE	DATE
1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW
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1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW
1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW
1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW
1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW
1/2" P.V.C. 180° ELBOW	1/2" P.V.C. 45° ELBOW	1/2" P.V.C. 90° ELBOW	1/2" P.V.C. 180° ELBOW

18. Standard utility marking tape shall be installed in the trench directly over all water mains at a depth of approximately 18 inches.
19. Installed water main joint deflection may not exceed 4" per 20-foot stick of pipe as measured from bell 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.
21. Backfill around catch basins must be tightly compacted to prevent shifting of water main towards any catch basin.
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.

1. 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 Developer.
2. 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 meter and meter box. The Developer's Contractor is to install the water main and appurtenances only.
4. 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 cut the street to make repairs. If this is not the case, the proposed water line shall be moved to the utility easement (20').
5. 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 may not open any valve to the District's system. Copies of all lab reports must be presented to the District for review.
6. Pressure testing of the water lines and appurtenances shall be performed by the Contractor and must be observed by JCWD1 personnel. The Contractor may not open any valves to the District's system.
7. 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. JCWD1 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 line.
8. 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.
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.
12. The Developer must submit contracts requesting service. No deposit is required if the Developer is supervising bidding and construction of the work.
13. 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 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, 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 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. #10 AWG THWN insulated copper wire shall be installed along all water main. All splices of tracer wire shall be fully encapsulated within gaskets.

NOTE,
THE DOCUMENTS DEPICTED HEREIN ARE FOR INFORMATION
ONLY. COPIES OF ALL DOCUMENTS FOR EXECUTION MUST BE
OBTAINED FROM JCRC NO. 1 BY CALLING (800) 858-5314.

3 HMO CIRCLE
FRANKFORT, KENTUCKY
(502) 638-3000
(502) 638-3000 FAX

44

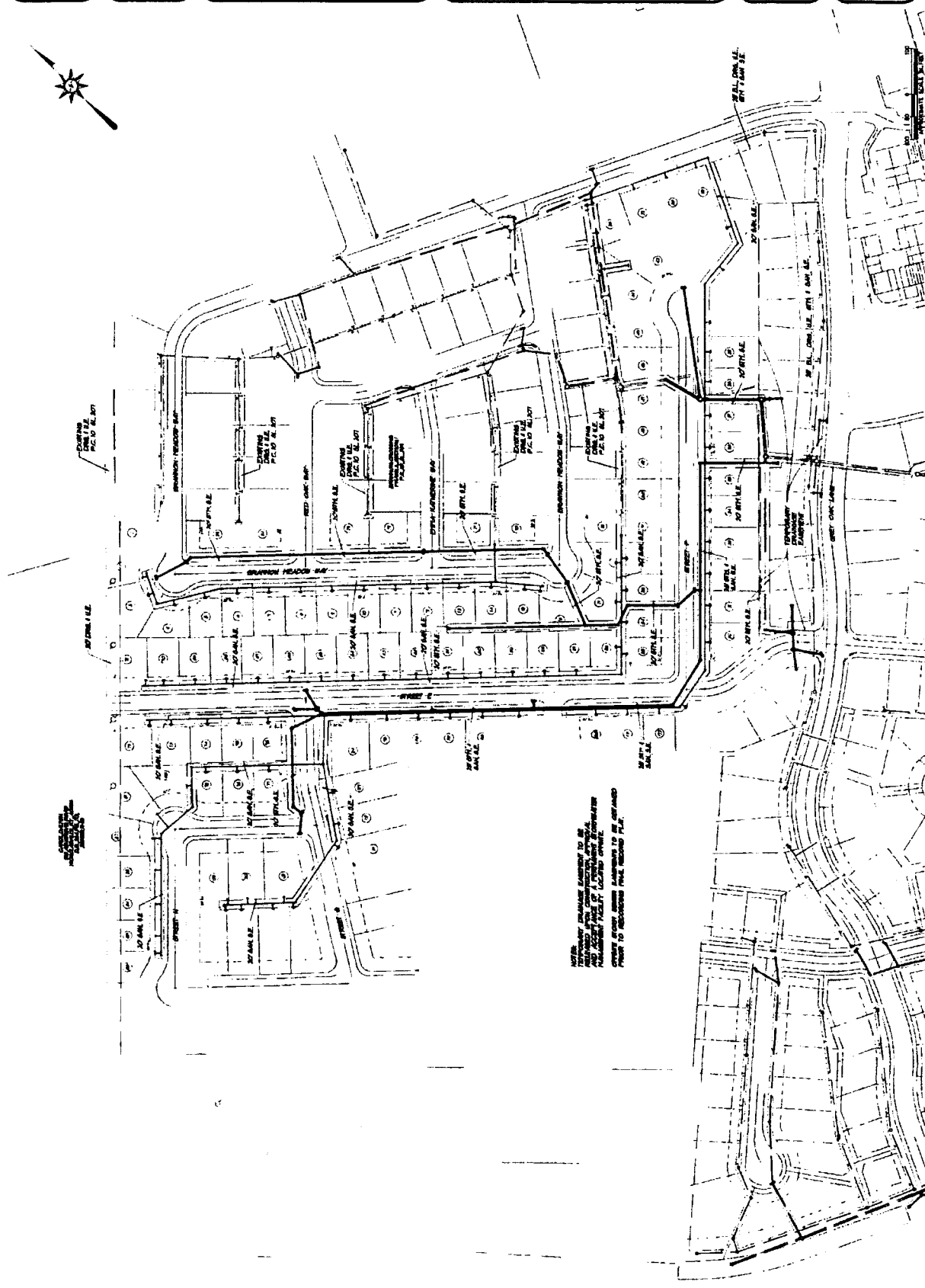
JESSAMINE COUNTY WATER DISTRICT No. 1
JESSAMINE COUNTY, KENTUCKY

STANDARD DETAILS - GENERAL NOTES

DATE 05/21/11
 CHECKED
 REVISIONS

STORM & SANITARY SEWER EASEMENT PLAN
 NOLAND PROPERTY
 PHASE 3 SECTION 2
 LEXINGTON, FAYETTE COUNTY, KENTUCKY

EA Partners, PLLC
 247 Patton, PLE
 1100 LEXINGTON AVENUE, SUITE 200
 LEXINGTON, KY 40502
 PHONE: 606.258.1100
 FAX: 606.258.1101
 WWW.EAPARTNERS.COM



THESE EASEMENTS ARE TO BE
 CONVEYED BY A SEPARATE
 INSTRUMENT TO THE
 FAYETTE COUNTY CLERK'S OFFICE
 FOR RECORDING. THE
 INSTRUMENT SHOULD BE
 FILED WITH THIS PLAN.

NOT TO SCALE

25 YEAR STORM DESIGN

(FROM STORMCAD)
n= 0.012

[illegible]

100 YEAR STORM CHECK

(FROM STORMCAD)
 $n=0.012$

Proj	Model ID	Model	C	Max C ₁	Max C ₂	Max C ₃	Max C ₄	Max C ₅	Max C ₆	Max C ₇	Max C ₈	Max C ₉	Max C ₁₀	Max C ₁₁	Max C ₁₂	Max C ₁₃	Max C ₁₄	Max C ₁₅	Max C ₁₆	Max C ₁₇	Max C ₁₈	Max C ₁₉	Max C ₂₀	Max C ₂₁	Max C ₂₂	Max C ₂₃	Max C ₂₄	Max C ₂₅	Max C ₂₆	Max C ₂₇	Max C ₂₈	Max C ₂₉	Max C ₃₀	Max C ₃₁	Max C ₃₂	Max C ₃₃	Max C ₃₄	Max C ₃₅	Max C ₃₆	Max C ₃₇	Max C ₃₈	Max C ₃₉	Max C ₄₀	Max C ₄₁	Max C ₄₂	Max C ₄₃	Max C ₄₄	Max C ₄₅	Max C ₄₆	Max C ₄₇	Max C ₄₈	Max C ₄₉	Max C ₅₀	Max C ₅₁	Max C ₅₂	Max C ₅₃	Max C ₅₄	Max C ₅₅	Max C ₅₆	Max C ₅₇	Max C ₅₈	Max C ₅₉	Max C ₆₀	Max C ₆₁	Max C ₆₂	Max C ₆₃	Max C ₆₄	Max C ₆₅	Max C ₆₆	Max C ₆₇	Max C ₆₈	Max C ₆₉	Max C ₇₀	Max C ₇₁	Max C ₇₂	Max C ₇₃	Max C ₇₄	Max C ₇₅	Max C ₇₆	Max C ₇₇	Max C ₇₈	Max C ₇₉	Max C ₈₀	Max C ₈₁	Max C ₈₂	Max C ₈₃	Max C ₈₄	Max C ₈₅	Max C ₈₆	Max C ₈₇	Max C ₈₈	Max C ₈₉	Max C ₉₀	Max C ₉₁	Max C ₉₂	Max C ₉₃	Max C ₉₄	Max C ₉₅	Max C ₉₆	Max C ₉₇	Max C ₉₈	Max C ₉₉	Max C ₁₀₀	Max C ₁₀₁	Max C ₁₀₂	Max C ₁₀₃	Max C ₁₀₄	Max C ₁₀₅	Max C ₁₀₆	Max C ₁₀₇	Max C ₁₀₈	Max C ₁₀₉	Max C ₁₁₀	Max C ₁₁₁	Max C ₁₁₂	Max C ₁₁₃	Max C ₁₁₄	Max C ₁₁₅	Max C ₁₁₆	Max C ₁₁₇	Max C ₁₁₈	Max C ₁₁₉	Max C ₁₂₀	Max C ₁₂₁	Max C ₁₂₂	Max C ₁₂₃	Max C ₁₂₄	Max C ₁₂₅	Max C ₁₂₆	Max C ₁₂₇	Max C ₁₂₈	Max C ₁₂₉	Max C ₁₃₀	Max C ₁₃₁	Max C ₁₃₂	Max C ₁₃₃	Max C ₁₃₄	Max C ₁₃₅	Max C ₁₃₆	Max C ₁₃₇	Max C ₁₃₈	Max C ₁₃₉	Max C ₁₄₀	Max C ₁₄₁	Max C ₁₄₂	Max C ₁₄₃	Max C ₁₄₄	Max C ₁₄₅	Max C ₁₄₆	Max C ₁₄₇	Max C ₁₄₈	Max C ₁₄₉	Max C ₁₅₀	Max C ₁₅₁	Max C ₁₅₂	Max C ₁₅₃	Max C ₁₅₄	Max C ₁₅₅	Max C ₁₅₆	Max C ₁₅₇	Max C ₁₅₈	Max C ₁₅₉	Max C ₁₆₀	Max C ₁₆₁	Max C ₁₆₂	Max C ₁₆₃	Max C ₁₆₄	Max C ₁₆₅	Max C ₁₆₆	Max C ₁₆₇	Max C ₁₆₈	Max C ₁₆₉	Max C ₁₇₀	Max C ₁₇₁	Max C ₁₇₂	Max C ₁₇₃	Max C ₁₇₄	Max C ₁₇₅	Max C ₁₇₆	Max C ₁₇₇	Max C ₁₇₈	Max C ₁₇₉	Max C ₁₈₀	Max C ₁₈₁	Max C ₁₈₂	Max C ₁₈₃	Max C ₁₈₄	Max C ₁₈₅	Max C ₁₈₆	Max C ₁₈₇	Max C ₁₈₈	Max C ₁₈₉	Max C ₁₉₀	Max C ₁₉₁	Max C ₁₉₂	Max C ₁₉₃	Max C ₁₉₄	Max C ₁₉₅	Max C ₁₉₆	Max C ₁₉₇	Max C ₁₉₈	Max C ₁₉₉	Max C ₂₀₀	Max C ₂₀₁	Max C ₂₀₂	Max C ₂₀₃	Max C ₂₀₄	Max C ₂₀₅	Max C ₂₀₆	Max C ₂₀₇	Max C ₂₀₈	Max C ₂₀₉	Max C ₂₁₀	Max C ₂₁₁	Max C ₂₁₂	Max C ₂₁₃	Max C ₂₁₄	Max C ₂₁₅	Max C ₂₁₆	Max C ₂₁₇	Max C ₂₁₈	Max C ₂₁₉	Max C ₂₂₀	Max C ₂₂₁	Max C ₂₂₂	Max C ₂₂₃	Max C ₂₂₄	Max C ₂₂₅	Max C ₂₂₆	Max C ₂₂₇	Max C ₂₂₈	Max C ₂₂₉	Max C ₂₃₀	Max C ₂₃₁	Max C ₂₃₂	Max C ₂₃₃	Max C ₂₃₄	Max C ₂₃₅	Max C ₂₃₆	Max C ₂₃₇	Max C ₂₃₈	Max C ₂₃₉	Max C ₂₄₀	Max C ₂₄₁	Max C ₂₄₂	Max C ₂₄₃	Max C ₂₄₄	Max C ₂₄₅	Max C ₂₄₆	Max C ₂₄₇	Max C ₂₄₈	Max C ₂₄₉	Max C ₂₅₀	Max C ₂₅₁	Max C ₂₅₂	Max C ₂₅₃	Max C ₂₅₄	Max C ₂₅₅	Max C ₂₅₆	Max C ₂₅₇	Max C ₂₅₈	Max C ₂₅₉	Max C ₂₆₀	Max C ₂₆₁	Max C ₂₆₂	Max C ₂₆₃	Max C ₂₆₄	Max C ₂₆₅	Max C ₂₆₆	Max C ₂₆₇	Max C ₂₆₈	Max C ₂₆₉	Max C ₂₇₀	Max C ₂₇₁	Max C ₂₇₂	Max C ₂₇₃	Max C ₂₇₄	Max C ₂₇₅	Max C ₂₇₆	Max C ₂₇₇	Max C ₂₇₈ </
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ALLOWABLE SPREAD CALCULATIONS

11. 11.11.11

- Local Street
- Spread to $\frac{1}{2}$ Driving Lane
- Calculations
- 14' Driving Lane

Allowable Spread = $\frac{3}{4}(14) + 1.5 = 12.0'$

LaDonna Roberts

From: Michael Cravens
Sent: Thursday, August 30, 2018 1:40 PM
To: Commisioner EQ PW Exec Asst
Cc: LaDonna Roberts; Charles Martin
Subject: RE: Law Review: Noland Property Site Agreement

I have reviewed this request for authorization to execute a site specific agreement for LFUCG to provide sewer conveyance and treatment capacity for Noland Property Phase 3 Section 2 in northern Jessamine County pursuant to the Master Agreement with JSEWD. I have also reviewed the agreement itself.

I would note that the agreement that I reviewed did not include the Exhibit A referenced in the agreement (plans and specifications approved by JSEWD and LFUCG), but as long as Exhibit A is ultimately attached to the agreement before it is signed, I am good.

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: Commisioner EQ PW Exec Asst
Sent: Wednesday, August 29, 2018 3:19 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: Noland Property Site Agreement

Janet, can you please assign for review prior to input in Legistar.

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: Wednesday, August 29, 2018 3:04 PM
To: Commisioner EQ PW Exec Asst <commeqpwea@lexingtonky.gov>
Cc: Charles Martin <chmartin@lexingtonky.gov>
Subject: Law Review: Noland Property Site Agreement

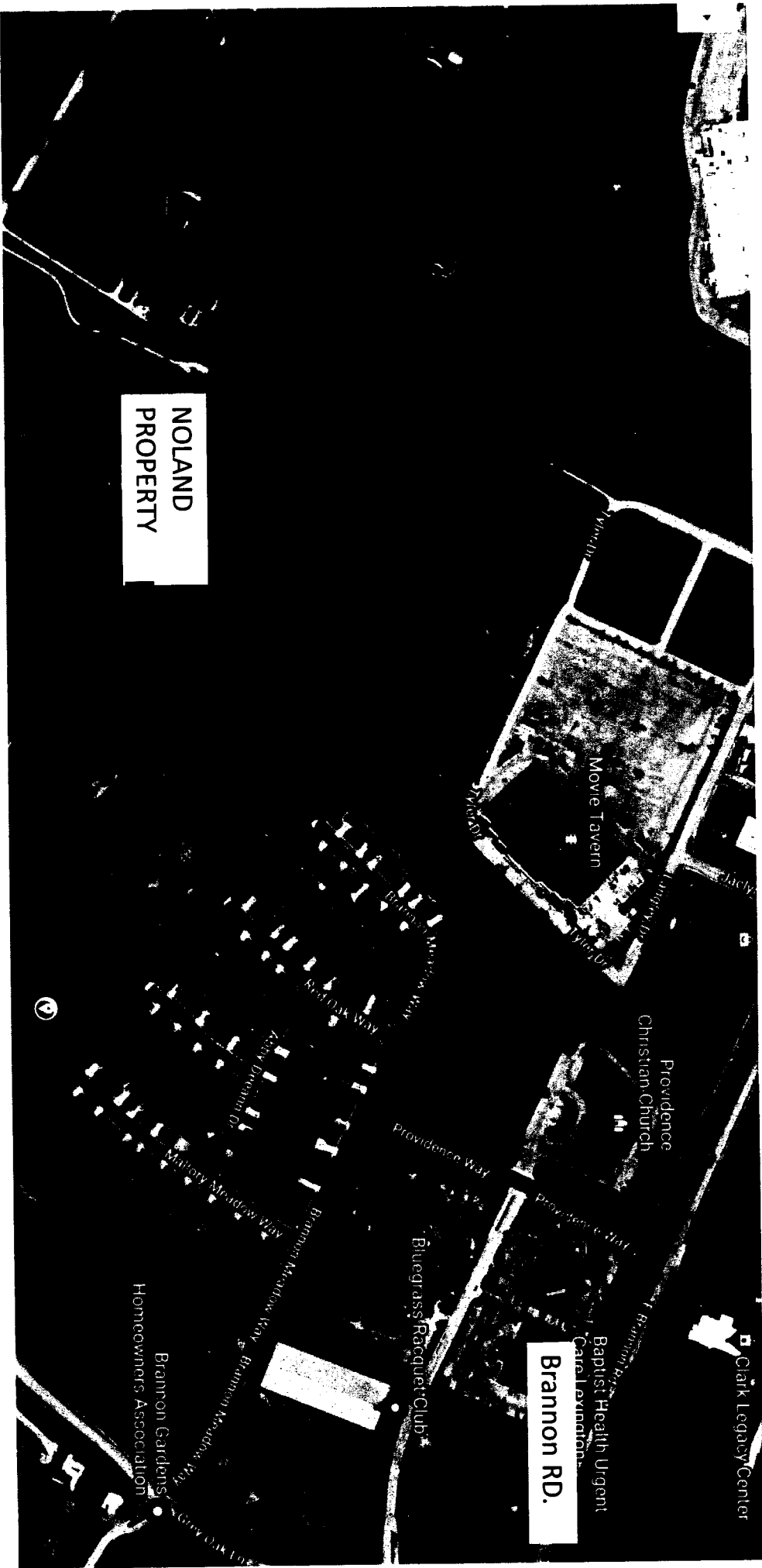
Please have law review the attached for the blue sheet process.

Thank you,

LaDonna Roberts
Administrative Specialist
Division of Water Quality

859.258.3362 office
lexingtonky.gov





NOLAND
PROPERTY

Brannon RD.



TO: Mayor Jim Gray
Urban County Council

FROM: Robyn T. Chen FOR C.H. MARTIN
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: August 22, 2018

SUBJECT: Site Specific Agreement:
Noland Property Phase 3, Section 2 (102 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

