LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS DIVISION OF WATER QUALITY

MEMORANDUM OF UNDERSTANDING

Project Name: Expansion Area 3-Pump Station

Address: 2358 Newtown Pike

DB: 3205 Page: 586

Cabinet Slide: P.C. R, Sld. 130

Lot:

PVA Parcel ID: 38133550

Subdivision: E. Bridgeford Land & DEVCO PH1 UN1

Property Owner:

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.

The total consideration to be paid for the property encumbered with the easement is $\underline{\$10.00}$. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed/easement will convey approximately $\underline{2.319}$ (acres - sq. ft.) of land; $\underline{0.205}$ (acres - sq. ft.) of permanent easement(s); $\underline{1.189}$ (acres - sq. ft.) of construction easement(s): $\underline{0.925}$ (acres - sq. ft.) of temporary easements(s); and (acres - sq. ft.) excess property (uneconomic remnant).

In addition to the points set out above, the following conditions and terms will be included in this transaction: See attachment Hospice of the Bluegrass MOU: Additional Terms and Conditions

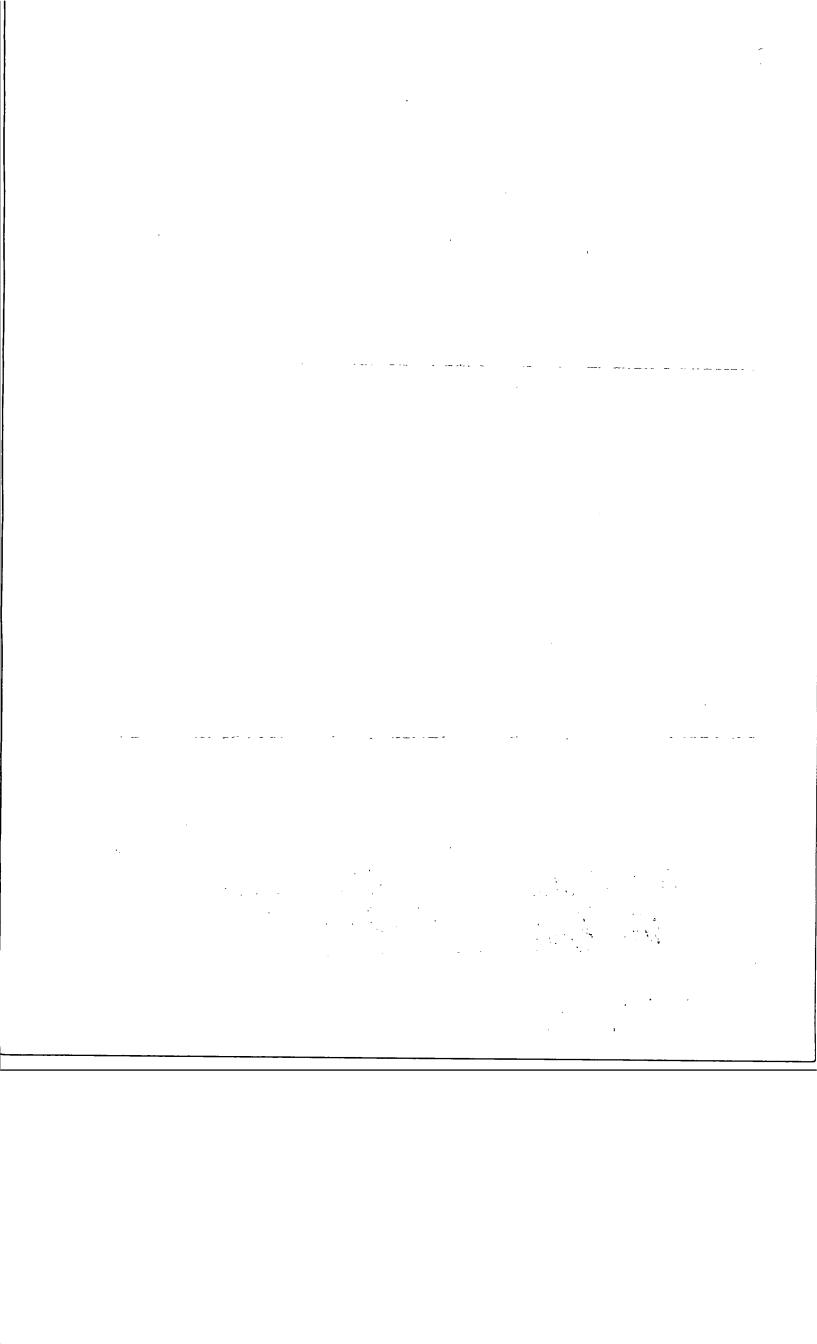
Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: Hospice of the Bluegrass Inc.	Name:
Address: 2312 Alexandria Dr.	Address:
Lexington, KY 40504	
Social Security No. Levil 61-0978097	Social Security No.:
Amount of Check: \$ 10.00	Amount of Check: \$
Phone Number <u>859-321-7484</u>	Phone Number
The above, together with the sanitary sewer plans, represent all the term conditions were reached without coercion, threats or other promises the LFUCG. The LFUCG Negotiator(s) certifies that they have no d and in no way benefit from this acquisition.	by either the Property Owner or the Negotiator(s) representing
This Memorandum of Understanding was prepared and signed this _2	day of October, 20 <u>17</u> .
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	PROPERTY OWNERS' SIGNATURES
By: Vunon Azurdo	President and CEO
Ain Corand	
Sim Graf Mayor	



Hospice of the Bluegrass MOU: Additional Terms and Conditions

- 1. Vision Engineering shall design and LFUCG shall construct a gravity sewer at no cost to the Hospice of the Bluegrass property. A sanitary sewer manhole will be installed on the Hospice of the Bluegrass property near the boundary with LFUCG Property. The manhole will have a stub-out for a future connection for Hospice of the Bluegrass and an additional stub-out for a gravity line extension to the south of the Hospice of the Bluegrass property. The gravity line extension shall be sized by Vison to accommodate future connections.
- 2. Hospice of the Bluegrass agrees to provide at no cost to LFUCG four easements (see descriptive easement exhibits attached):
 - a. Easement A Permanent easement for sanitary sewer manhole being installed on HB property and future sanitary sewer extension to properties fronting Providence Place Parkway for which the date of construction has not been established.
 - b. Easement B Temporary easement for construction of sanitary sewer manhole and stub outs
 - c. Easement C Temporary construction easement providing area for LFUCG contractor staging, spoils area and construction of Landscape berm on HB property.
 - d. Easement D Temporary construction easement for construction entrance onto Hospice of the Bluegrass property and construction of sanitary sewer force main
- 3. LFUCG shall construct at no cost to Hospice of the Bluegrass a construction entrance from Newtown Pike onto the Hospice of the Bluegrass property. This construction entrance shall be used for construction access of the sanitary sewer force main on the Hospice of the Bluegrass property.
- 4. LFUCG shall provide at no cost to Hospice of the Bluegrass a landscape berm designed by Vision Engineering. The berm shall be on Hospice of the Bluegrass property and warrantied for one year, after which Hospice of the Bluegrass shall take all responsibility for maintenance.
- 5. LFUCG shall provide at no cost to Hospice of the Bluegrass a 6' privacy fence to be specified by Vision Engineering. The privacy fence shall be on the property line between LFUCG and Hospice of the Bluegrass properties. The privacy fence shall be warrantied for one year, after which Hospice of the Bluegrass shall take all responsibility
- 6. Hospice of the Bluegrass acknowledges and agrees that the EA3 Force Main sewer will be constructed in the existing "Utility Easement" on the north side of its property on Newtown Road. Hospice of the Bluegrass agrees to provide at no cost to LFUCG an additional 10-ft temporary construction easement for construction of the EA3 Force Main sewer.
- 7. LFUCG agrees to restore Hospice of the Bluegrass property, including fences to an "equal to or better condition" following construction of the gravity line extension to the Hospice of the Bluegrass

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property and the EA3 Force Main sewer. The method of site restoration shall be seed and straw for grass areas.

- 8. Nothing in this agreement shall be construed as a waiver of any tap, connection, exaction, or other fee as established by LFUCG Ordinance. Hospice of the Bluegrass understands they are responsible for all applicable fees.
- 9. LFUCG acknowledges that Hospice of the Bluegrass has paid all developer exaction fees for the property known as 2356 Newtown Pike.
- 10. To the extent permissible by law, LFUCG agrees to indemnify and hold harmless Hospice of the Bluegrass from loss, liability, damages or costs that Hospice of the Bluegrass may incur as a result of LFUCG's construction activities on HB property, to the extent caused solely by the negligent or willful acts of LFUCG. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that LFUCG may have as to any third party.

. . LFUCG
Hospice of the Bluegrass, Inc.
Sanitary Sewer Easements
2356 Newtown Pike

Easement "A" 20' Permanent Sanitary Sewer Easement

Beginning at a point in the western line of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, said point being South 23° 19′ 09″ West 29.15 feet from a found 5/8″ dia. rebar with cap stamped "EAP 2115", said rebar being the northeast corner of the servient parcel; thence with a new severance line for two (2) calls:

- 1. North 77° 51' 51" West 50.67 feet;
- 2. South 23° 19′ 09″ West 412.75 feet to a point in the line of the parcel conveyed to Barbara W. Poole in Deed Book 2819, Page 277; thence with the line of Poole for one (1) call:
- 3. South 65° 14′ 57" East 20.00 feet; thence with a new severance line for two (2) calls:
- 4. North 23° 19' 09" East 396.81 feet;
- 5. South 77° 51′ 51″ East 30.58 feet to a point in line of Anderson Ramsey LLC: thence with said line for one (1) call:
- 6. North 23° 19′ 09" East 20.39 feet to the Point of Beginning containing 0.205 Acre.

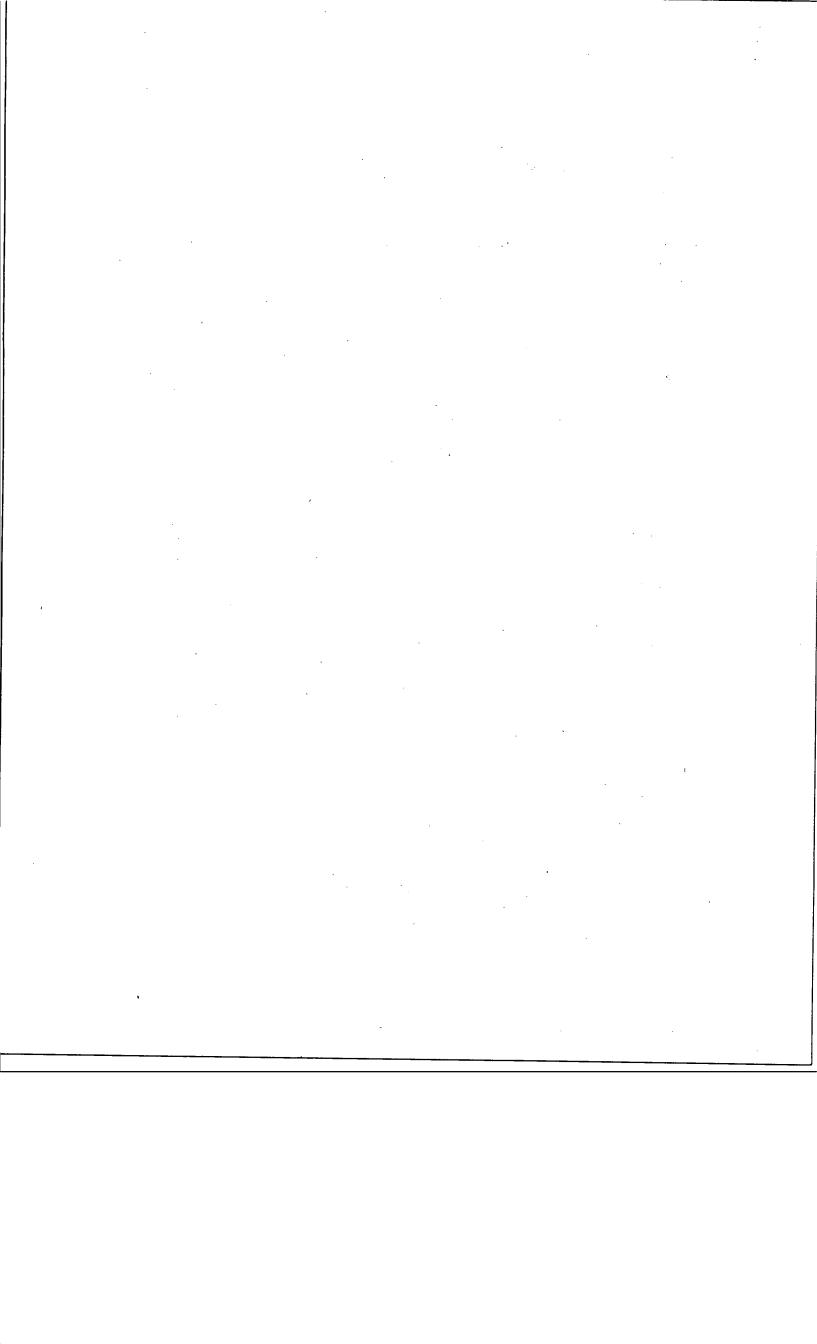
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Easement "B"

40' Temporary Construction Easement

Beginning at a point in the western line of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, said point being South 23° 19' 09" West 31.71 feet from a found 5/8" dia. rebar with cap stamped "EAP 2115", said rebar being the northeast corner of the servient parcel and the Pointy of Beginning of the above described 15' Permanent Easement; thence with the line of Anderson Ramsey, LLC for one (1) call:

- 1. North 23° 19′ 09" East 10.19 feet; thence with a new severance line for two (2) calls:
- 2. North 77° 51′ 51″ West 61.16′;
- 3. South 23° 19′ 09″ West 420.71 feet to a point in the line of the parcel conveyed to Barbara W. Poole in deed book 2819, Page 277; thence with the line of Poole for three (3) calls:
- 4. South 65° 14′ 57" East 10.00 feet to the southwest corner of the above described 20' Permanent Easement;
- 5. South 65° 14′ 57" East 20.00 fee to the southeast corner of the above described 20' Permanent Easement;
- 6. South 65° 14′ 57" East 10.00 feet; thence with a new severance line for two (2) calls:
- 7. North 23° 19′ 09″ East 388.85 feet;
- 8. South 77° 51′ 51″ East 20.38 feet to a point in the line of Anderson Ramsey LLC; thence with said line for two (2) calls:
- 9. North 23° 19′ 09" East 10.19';



10.North 23° 19′ 09″ East 20.39 feet to the Point of Beginning containing 0.409 Acre.

Easement "C"

75' Material Storage Easement

Beginning at a found 5/8" dia. rebar with cap stamped "EAP 2115", the northwest corner of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, and being a corner of the parcel conveyed to Shenton Business LTD in Deed Book 3406, Page 662; thence with the line of Anderson Ramsey, LLC for one (1) call:

- 1. South 23° 19′ 09″ West 414.13 feet to the northwest corner of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2721, Page 448 602 and depicted as Lot 3 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361; thence with said line for one (1) call:
- South 23° 19′ 09″ West 38.91 feet to a found 5/8″ dia. rebar, the northeast corner of the parcel conveyed to Barbara W. Poole in Deed Book 2819, Page 277; thence with the line of Poole for one (1) call:
- 3. North 65° 14′ 57" West 75.02 feet; thence with a new severance line for one (1) call:
- 4. North 23° 19′ 09″ East 453.05 feet to a point in the line of Shenton Business LTD; thence with said line for one (1) call:
- 5. South 65° 14' 29" East 75.02 feet to the Point of Beginning containing 0.780 Acre.

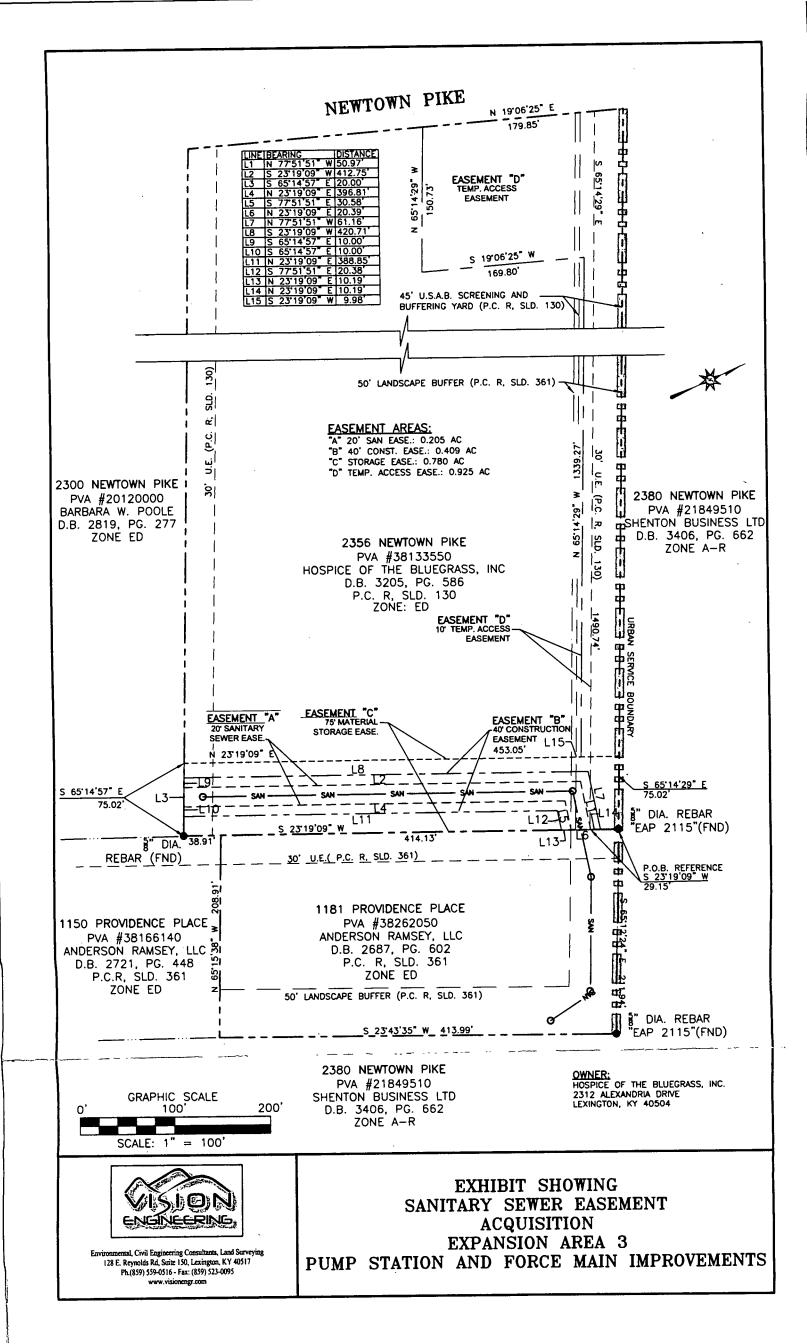
Easement "D" Access Easement

Commencing at a found 5/8" dia. rebar with cap stamped "EAP 2115", the northwest corner of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, and being a corner of the parcel conveyed to Shenton Business LTD in Deed Book 3406, Page 662; thence North 65° 14′ 29" East 75.02 feet; thence South 23° 19′ 09 West 30.01 feet; thence with the line of Easement "C" described herein for one (1) call:

- 1. South 23° 19′ 09″ West 9.98 feet; thence with a new severance line and being 40.00 feet from and parallel with the northern line of the Servient parcel for one (1) call:
- 2. North 65° 14′ 29" West 1339.27 feet; thence continuing with new severance line for two (2) calls:
- 3. South 19° 06' 25" West 169.80 feet;
- 4. North 65° 14′ 29" West 150.73 feet to a point on the eastern Right-of-Way line of Newtown Pike; thence with said line for one (1) call:
- 5. North 19° 06′ 25″ East 179.85 feet to a to the southern line of an existing 30′ Utility Easement; thence with said easement line for one (1) call:
- 6. South 65° 14' 29" East 1490.74 feet to the Point of Beginning containing 0.925 Acre.

The above described Easements being portions of the same parcel conveyed to Hospice of the Bluegrass, Inc. in Deed Book 3205, Page 586 and depicted as Phase 1, Lot 1 on the Final Record Plat for East Bridgeford Land and Development, Co. in Plat Cabinet R, Slide 130, all of the Fayette County Clerk's records.

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LEXINGTON-PAYETTE URBAN COUNTY GOVERNMENT DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS DIVISION OF WATER QUALITY

MEMORANDUM OF UNDERSTANDING Project Name: EA3 Pump Station & Force Main

Address: 2099/2815 Newtown Pike Lexington, KY 40511

DB: 0913 Page: 031

Cabinet Slide: J-578 (Gas Easement)

PVA Parcel ID: 04012800

Subdivision:

Lot:

Property Owner.

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.

The total consideration to be paid for the property encumbered with the easement is \$ 18,754.25. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the decd/easement will convey approximately N/A (acres - sq. ft.) of land: 0.935 acres = 40.738.84 sq ft (acres - sq. ft.) of permanent easement(s): 1.574 acres - 68.556.20 sq ft (acres - sq. ft.) of construction easement(s): N/A (acres - sq. ft.) of temporary easements(s); and N/A (acres - sq. ft.) excess property (uneconomic remnant).

In addition to the points set out above, the following conditions and terms will be included in this transaction:

SEE "ATTACHMENT A"

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: Uk College of Ag Food & Environ	Name:
Address: S-101 Ag Science Ctr N	Address:
lexington by 40546-0091	
Social Security No.: ETW 61-600/218	Social Security No.:
18 754.05	Amount of Check: \$
Number 057 45 1 313	Phone Number
the LFUCG. The LFUCG Negotiator(s) certifies that they have and in no way benefit from this acquisition.	the terms and conditions of the proposed agreement. These terms and mises by either the Property Owner or the Negotiator(s) representing e no direct, indirect, present or contemplated interest in the property
This Memorandum of Understanding was prepared and signed th	nis day of, 20
LEXINGTON FAYETTE URBAN	PROPERTY OWNERS' SIGNATURES
OUNTY GOVERNMENT	By: 7
/ slex, upla	Eric N. Monday
By:	Executive Vice President
Title: Agent for LFUCG Consultant	Finance and Administration
Julia S. Wells. PLS FXAMINED FOR FORM AND LEGALITY	GEORGE WARD CONTROL OF
OFFICE OF LEGAL COUNSEL UNIVERSITY OF KENTUCKY	Reviewed By:
ATTORNEY AT LAW	

LAMMINID FOR FORM AND LEGALITY
DETUTE OF FEGAL COUNSEL
DIMFUSIVY OF KENTUCKY

CATA TANA

Attachment A Terms and Conditions University of Kentucky Research Foundation 2099/2815 Newtown Pike Lexington, KY 40511

- Construction entrances shall be constructed per LFUCG specifications on each side of
 the main gate to the University of Kentucky Research Farm (UK) and that the locations
 be approved by UK prior to installation. Contractor shall access UK via the main farm
 entrance road and use one of the two construction entrances. Openings in the fence
 shall be a minimum of 20 feet. Contractor shall not use the main farm entrance gate for
 any access including deliveries of materials or equipment.
- Contractor shall fence the temporary construction easement with orange safety fence. All
 construction activity, including deliveries of materials or equipment, shall take place only
 within the designated temporary construction easement.
- 3. There will be no blasting on UK property.
- 4. No construction activity, including temporary fencing, installation of erosion and sediment controls, or other shall occur before November 1, 2017 between stations 27+00 and 44+00.
- 5. Non-paved site restoration shall be a mixture of KY 31 Fescue and Rye grass and mulched with straw.
- Fences removed or damaged shall be replaced with four-plank, rough-cut, white oak or treated poplar. Posts shall be treated southern yellow pine.

In addition to the above Terms and Conditions, the following will be included as Special Project Requirements in the Contract Documents.

- 1. Coordination of all construction activity on UK shall be with William Sympson.
- 2. Contractor is advised of buried cables within the area 250 feet north to 100 feet south of the main entrance.
- 3. At no time shall the main entrance to UK be blocked.
- 4. Contractor is advised of the sensitivity of ongoing research between stations 27+00 and 36+00. Encroachment of this area outside the temporary construction easement will compromise the research effort and make the contractor subject to liquidated damages.
- 5. The construction entrances shall be secured (locked) at the end of each day.

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EA3 Pump Station and Force Main Site Map

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CHARLES H. MARTIN P.E. DIRECTOR WATER QUALITY

TO:

Mayor Jim Gray

FROM:

Charles H. Martin, P.E., Director Division of Water Quality

DATE:

November 3, 2017

SUBJECT:

Easement acquisition for the Expansion Area 3A Pump Station/Force Main

Project - Consent Decree (RMP)

Request

The purpose of this memorandum is to request a resolution authorizing the acceptance of deeds of easements from the owners of record on properties needed for the Expansion Area 3A Pump Station/Force Main Project.

Purpose of Request

Requesting acquisition of easements and payment for the easements.

Project Cost in FY16 - \$18,764.25

Are Funds Budgeted

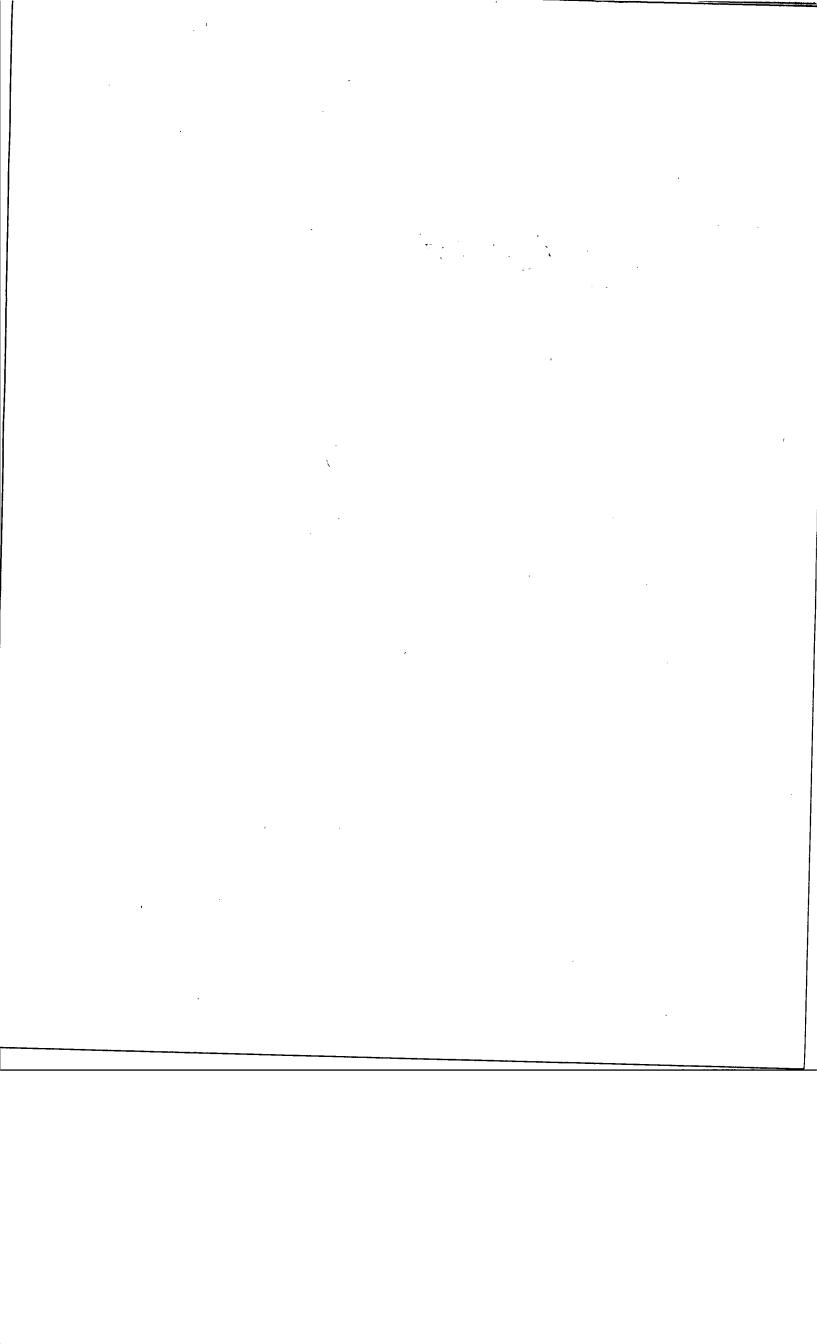
Funds for these services are from account: #4003-303408-3466-92811-2016 LFUCG EA3PS_2016 CONSENT_DE

<u>File Number</u>. Resolution #96-2013 (design engineer has identified property purchase as needed for this project)

Director/Commissioner.

Martin/Hoskins-Squier





LaDonna Roberts

From:

Michael Cravens

Sent:

Tuesday, November 7, 2017 11:48 AM

To:

Dowell Hoskins-Squier; Commisioner EQ PW Exec Asst

Cc:

Charles Martin; LaDonna Roberts

Subject:

RE: Law Review: Easement Acquisition Expansion Area 3A Pump Station/Force Main

I have reviewed this request for a resolution authorizing the acceptance of deeds of easements from owners of records for property interests needed for the Expansion Area 3A Pump Station/Force Main Project. No legal issues with this request.

Michael S. Cravens

Attorney Senior Department of Law

859.258.3500 office lexingtonky.gov



NOTICE: THIS ELECTRONIC MAIL TRANSMISSION IS FOR THE USE OF THE NAMED INDIVIDUAL OR ENTITY TO WHICH IT IS DIRECTED AND NOTICE: THIS ELECTRONIC MAIL TRANSMISSION IS FOR THE USE OF THE NAMED INDIVIDUAL OR ENTITY TO WHICH IT IS DIRECTED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IT IS NOT TO BE TRANSMITTED TO OR RECEIVED BY ANYONE OTHER THAN THE NAMED ADDRESSEE.) IT IS NOT TO BE COPIED OTHER THAN THE NAMED ADDRESSEE (OR PERSON AUTHORIZED TO DELIVER IT TO THE NAMED ADDRESSEE.) IT IS NOT TO BE COPIED OR FORWARDED TO ANY UNAUTHORIZED PERSONS. IF YOU HAVE RECEIVED THIS ELECTRONIC MAIL TRANSMISSION IN ERROR, DELETE OR FORWARDED TO ANY UNAUTHOUT COPYING OR FORWARDING IT, AND NOTIFY THE SENDER OF THE ERROR BY REPLYING VIA E-MAIL OR DECORPORATION OF THE DEPARTMENT OF LAW AT (859) 258-3500, SO THAT OUR ADDRESS RECORD CAN BE CORRECTED. BY CALLING THE DEPARTMENT OF LAW AT (859) 258-3500, SO THAT OUR ADDRESS RECORD CAN BE CORRECTED.

From: Janet Graham

Sent: Monday, November 06, 2017 4:09 PM

Cc: Dowell Hoskins-Squier; Charles Martin; LaDonna Roberts; David Barberie; Glenda George; Keith Horn

Subject: FW: Law Review: Easement Acquisition Expansion Area 3A Pump Station/Force Main

Michael, can you please handle and thanks.

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.

Janet M. Graham

Commissioner of Law Department of Law 200 East Main Street Lexington, KY 40507 859.258.3500 office 859.258.3538 fax jgraham@lexingtonky.gov



From: Commisioner EQ PW Exec Asst Sent: Monday, November 6, 2017 3:37 PM

To: Janet Graham; Charles Martin; Dowell Hoskins-Squier; LaDonna Roberts

Subject: FW: Law Review: Easement Acquisition Expansion Area 3A Pump Station/Force Main

Janet, I am sending the attached on behalf of Dowell. Can you please assign for review.

Sandy 3401

Sandra Sue Burke

Executive Assistant to Dowell Hoskins-Squier Commissioner, Department of Environmental Quality & Public Works

859.258.3400 office 859.684.3493 cell lexingtonky.gov



From: LaDonna Roberts

Sent: Monday, November 06, 2017 3:35 PM

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

Cc: Dowell Hoskins-Squier < dhoskins-Squier < dhoskinssquier@lexingtonky.gov>; Charles Martin < chmartin@lexingtonky.gov>

Subject: Law Review: Easement Acquisition Expansion Area 3A Pump Station/Force Main

Please forward to Law for review.

Thank you,

LaDonna Roberts

Administrative Specialist Division of Water Quality

859.258.3362 office lexingtonky.gov

