

# Statement of Agreement

This agreement is made and entered on April 22, 2012, into by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government") and Walnut Creek Homeowners Association the signer, (hereinafter "Grantee")

(Name of Association)

non-profit corporation created pursuant to KRS Chapter 273, with offices located in Lexington, KY.

The Agreement for the NEIGHBORHOOD COMMUNITY SUSTAINABILITY GRANT Program follows that:

1. Grantee will propose and implement a specific project that creatively educates local citizens on environmental issues, environmental responsibility and actions which will lead Fayette County to becoming a sustainable community.
2. Grantee will propose a need for the funds requested \$2500 to expand and develop a proposed project.
3. Any such projects funded by the Government shall be open and available to the public and benefit the entire community.
4. Grantee agrees to complete the one year Proposed Project, Tree Replacement Project including submission of the required final report, on or before April 30, 2013.
5. Disbursement of grant funds will be as follows:  
100% upon completion of the Project and submission of final report  
(Final report must include documentation as proof of project expenditures)
6. The Government assumes no responsibility whatsoever in the Grantee development project activities. Grantee promises and agrees that it will save the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in anyway connected with the activities carried out pursuant to this agreement, the grant award or the Neighborhood Community Sustainability Grant.
7. The Government must approve all proposed changes to this Agreement. The Grantee must provide written explanation of any proposed changes and the reasons for those changes.
8. In any written or oral communications, the Grantee shall identify the Lexington-Fayette Urban County Government's Department of Environmental Quality & Public Works as the source of the above-referenced funds; the Grantee shall not specifically identify any individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.
9. The Grantee agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project. The Grantee further agrees to secure prior written approval from the appropriate agency with the Government for any project that will be conducted on Government property.
10. Grant agrees to Call Kentucky 811 prior to excavation or digging work for any tree planting project. Kentucky 811 will notify the appropriate utilities to come out and locate the lines to help prevent accidental line cuts and interruptions of service. The service is provided free of charge to you. When using a contractor for planting, grantee must require an agreement of site preparation, installation and mulch with a one year maintenance plan for your newly planted tree, annual fertilization, preventive insect treatments, structural pruning, staking (if necessary) and maintenance of the mulch ring.

Grantee

Lexington-Fayette Urban County Government

Mindy Jump  
Grantee Name (Please Print or Type)

By: \_\_\_\_\_  
Jim Gray, Mayor

Mindy Jump  
Grantee Signature

Attest: \_\_\_\_\_  
Clerk, Urban County Council

4417 Walnut Creek Dr  
Street Address

Lexington, KY 40509  
City, State, Zip Code