MEMORANDUM OF AGREEMENT Blue Grass Airport Lexington, Kentucky

WHEREAS, the Federal Aviation Administration (FAA) has determined that decisions, made under the authority of the Airport Improvement Program, Title 49 of the United States Code, for approval and funding of construction of runway safety area improvements for existing Runway 4-22 at Blue Grass Airport will have an adverse effect on Stony Point, Lexington, Kentucky, a house currently listed on the National Register of Historic Places, and an adverse effect on the Stony Point farm that was determined eligible for listing in the National Register, and

WHEREAS, material from borrow sites on Blue Grass Airport will be required for construction of the embankment and may be visible from Stony Point farm, and

WHEREAS, relocation of a portion of Cave Creek and Parkers Mill Road will require use of less than one acre of the Bowman Mill Road Rural Historic District, and

WHEREAS, construction of the runway safety area improvement on the north end of Runway 4-22 will require a retaining wall, approximately 800 feet long and 35 feet high, on the south side of Versailles Road, opposite a portion of the West Fayette County Rural Historic District, and facing Keeneland, a National Historic Landmark, and

WHEREAS, avigation easements, that include provisions for removal of obstructions that penetrate the approach surfaces, will be required on properties located under approaches to the runways, and

WHEREAS, the FAA has consulted with the Kentucky State Historic Preservation Officer (Kentucky SHPO) pursuant to 36 CFR Part 800, the regulations that implement Section 106 of the National Historic Preservation ACT (16 U.S.C. 470f); and

WHEREAS, the Lexington-Fayette Urban County Airport Board (LFUCAB), the operator of the airport and the applicant for approval of the project, has incorporated measures into the design of the runway safety area improvements to minimize the effect of the project on historic sites, has participated in the consultation process, has specific responsibilities to carry out the terms of the MOA and has been invited to be a signatory to this Memorandum of Agreement; and

WHEREAS, the McKinney Family, owners of Stony Point; National Trust for Historic Preservation; Shadwell Farms, LLC; Jonabell Farms, Inc.; Lexington Fayette Urban County Government; and Blue Grass Trust for Historic Preservation, Inc. have been consulting parties and have been invited to concur in the Memorandum of Agreement:

NOW THEREFORE, the FAA, the Kentucky SHPO, and the LFUCAB, agree that the construction of safety area improvements for Runway 4-22 at Blue Grass Airport shall be implemented in accordance with the following TERMS AND CONDITIONS in order to take into account the effect of said construction.

TERMS AND CONDITIONS

The FAA will ensure that the following measures are carried out during the final design and construction of the safety area improvements for Runway 4-22.

- 1. All historic preservation work carried out pursuant to this Memorandum of Agreement will be performed by or under the direct supervision of a person or persons meeting at a minimum the Secretary of the Interior's Professional Qualification Standards (48 FR 44738-9). The FAA will consult with the SHPO to determine and ensure that the preservation professionals responsible for carrying out the historic and archaeological documentation covered by this Memorandum of Agreement meet the Secretary of Interior's Standards and the professional requirements set forth in the SHPO's Specifications for Conducting Fieldwork and Preparing Cultural Resource Assessment Reports in existence at the time of execution of this document.
- 2. A portion of Stony Point farm property (approximately 15 acres) belonging to the McKinney Family located across South Elkhorn Creek from the primary residence is required for construction of the embankment for extension of the runway safety area (RSA). The LFUCAB has agreed to construct a retaining wall at the southwest corner of the RSA to minimize the amount of land required from the Stony Point horse training area and to allow the historic farm to continue its function. The LFUCAB will consult with the Kentucky SHPO and McKinney Family to determine the final appearance of the retaining wall (See Attachment 1). This property will be acquired in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs (the "Acquisition Regulations").
- 3. Structures located on the fifteen acres to be acquired will be demolished to allow for construction of the earthen embankment. Prior to demolition, each of these structures will be documented in accordance with the SHPO's Standard Mitigation Measures for Historic Structures, Level 2: State Equivalent HABS/HAER Documentation. As part of the Level 2 documentation, the earlier tenant house (FA 596) will be studied further, after the later additions have been carefully removed, exposing the two early 19th century rooms. These two rooms will be subject to structural analysis and recordation by an architectural historian. and their final demolition will be carried out under the observation of the architectural historian. Salvage of any architectural features will take place after acceptance of documentation by SHPO. All demolition debris at FA 596 will be carefully removed with a minimal of ground disturbance. As recommended in the archaeological survey report entitled Phase 1 Archaeological Survey of Proposed Improvements to the Blue Grass Airport, Fayette County, Kentucky by Larry McKee, TRC, Phase II archaeological testing will be conducted following removal of the early structure in order to prospect for sub-floor deposits and buried yard features.

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- 4. LFUCAB will offer a plan for sound attenuation to the McKinney Family for the Stony Point residence and office. The plan will be developed in consultation with the McKinney Family and the Kentucky SHPO, and may include but not be limited to replacement of windows and exterior doors, the installation of storm windows and doors, HVAC, and insulation. Drawings, plans and specifications prepared in conjunction with a previous study will be utilized in preparation of the plan.
- 5. The existing portion of Parkers Mill Road from the relocated road north of South Elkhorn Creek and the existing bridge across South Elkhorn Creek to the entrance to Stony Point will be left in place for access to and from the Stony Point residence and the Stony Point property across South Elkhorn Creek if the owners of Stony Point agree to the terms and conditions set forth by the LFUCG and Kentucky Division of Water regarding transfer of roadway and bridge right-of-way and permanent maintenance of the stream channel beneath and through it. Prior to being transferred, the LFUCAB will ensure that the existing bridge is repaired in consultation with the Kentucky SHPO. Specifically, the bridge will be made structurally sound including replacement of the deck and superstructure, removal of the middle pier and refurbishment of the wingwalls and abutments.
- 6. The LFUCAB shall negotiate in good faith with the owners of the McKinney property for the establishment of an easement for conservation/preservation covering the entire McKinney farm, including the Stony Point main house, excluding only the approximately 15 acre section across South Elkhorn Creek from the main house that the LFUCAB proposes to acquire for this Project. The LFUCAB shall offer for the establishment of such easement an amount equal to the difference between the unrestricted value of the property covered by the easement and the value of the property, as restricted by the easement, all in accordance with the Acquisition Regulations. The LFUCAB shall cause this amount to be determined by a certified appraiser having experience in the valuation of conservation/preservation easements. The appraisal, offer and acquisition process and procedure shall generally follow the guidelines and procedures regularly used by the Fayette County Rural Land Management Board, Inc., but only to the extent such guidelines and procedures are consistent with the Acquisition Regulations. The form and substance of the easement shall be as determined by agreement among the McKinneys, the Kentucky SHPO and the LFUCAB. If the LFUCAB is unable to reach an agreement to establish such an easement within ninety days after the initiation of negotiations with the McKinneys, then it shall consult with the Kentucky SHPO and determine if further negotiations should be conducted. If the LFUCAB reaches an agreement and such an easement is established, it shall be held by the Kentucky Heritage Council, and (possibly) a local government, local or state preservation organization or other entity as determined by FAA and LFUCAB in consultation with SHPO, and the LFUCAB shall have satisfied all of its obligations in respect of such easement; and shall have no obligation to, or to pay any fee to another to, monitor, maintain or take other action respecting such easement.

- 7. If the LFUCAB is not successful in obtaining a preservation easement on Stony Point, then it shall consult with the Kentucky SHPO and the Lexington Fayette County Urban Government, Division of Historic Preservation to develop an alternative mitigation strategy plan which may include activities such as survey, documentation, preparation of National Register forms, development of preservation plans, stabilization and renovation, and other preservation activities deemed appropriate by the Kentucky SHPO for the benefit of rural historic resources in the general vicinity of the airport including areas in west Fayette County, east Woodford County, and north Jessamine County as shown on Attachment 2. The survey preservation activities will be funded at \$150,000 and will be carried out in consultation with the Kentucky SHPO and Division of Historic Preservation by a preservation professional who meets the qualifications set forth in Stipulation 1 above.
- 8. The LFUCAB has retained a landscape architect to develop a landscaping plan to minimize the visual effect of the runway safety area embankment and roadway, bridge, and creek relocations from Stony Point specifically, and for the entire project in general. Plans will be developed in consultation with the Kentucky SHPO and affected parties. Consultation will be conducted at preplanning, 30 percent (conceptual plans), 60 percent and 90 percent stages. The final plan will be submitted to the Kentucky SHPO for review and comment.
- 9. Since a portion of Parkers Mill Road and the bridge crossing South Elkhorn Creek will be realigned (relocated) to allow construction of the fill embankment for the proposed safety area extension, the LFUCAB coordinated with, and received approval from, the Kentucky Transportation Cabinet to incorporate context sensitive design considerations that would minimize the impact to the setting of Stony Point. Additional modifications to the relocated Parkers Mill Road typical cross section were agreed to in a meeting with SHPO, KYDOT, LFUCG and LFUCAB on May 27, 2003. It was agreed there would be a twenty-four foot paved surface, which would include both vehicle and bicycle lanes, no rumble strip, and four-foot grass shoulders. The LFUCAB will make the final plans available at the airport offices for review by consulting parties and will provide a set of the final plans to Kentucky SHPO for review and comment. The bridge and any structural elements (such as guard rails and surface treatments) will be designed and built in keeping with the rural historic characteristics of the area.
- 10. LFUCAB, in consultation with the Kentucky SHPO, will make repairs, where required by the project, to the existing stone fence on the boundary of the Stony Point residential property adjacent to existing Parkers Mill Road.
- 11. A portion of Cave Creek upstream of the junction of Cave Creek and South Elkhorn Creek must be relocated to allow for construction of the earthen embankment for the runway and safety area extension. This relocation requires a large cut into a hillside and removal of stone and soil to create the new channel, flood plain and a portion of Parkers Mill Road, and may require the use of up to one acre of the Bowman's Mill Road Rural Historic District to stabilize the cut. A landscaping plan will be developed in consultation with SHPO to minimize the

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impact of the change in landscape. Consultation concerning the proposed landscaping will be conducted at preplanning, 30 percent (conceptual plans), 60 percent and 90 percent stages. The final plan will be submitted to the Kentucky SHPO for review and comment.

- 12. Borrow areas for embankment material will be on existing airport property as identified on Exhibit 1.2-2, Borrow Areas, from the Environmental Assessment for Runway 4-22 Safety Area Improvements. The Stony Point farm property line runs through two of the potential borrow sites but Stony Point property is not required for borrow material for the project.
- 13. Prior to initiating construction activities that include blasting, LFUCAB will ensure that the construction contractor shall develop and implement a blasting/vibration plan for the project to avoid damage to the historic properties abutting the project area. At a minimum, the plan will include the Stony Point House and the Burrier House. During construction activities on and around the historic structures, LFUCAB shall monitor the historic buildings to preclude impacts due to blasting or vibration. These plans shall include provisions for preand post-construction surveys, construction monitoring and other measures as necessary to minimize harm to historic properties. A structural engineer experienced in working with historic properties will make the determination whether damage has occurred as a result of the project activities. LFUCAB shall be responsible for repair of any blast and vibration damage to historic properties. Any repairs shall be coordinated in advance with the SHPO to ensure they are carried out in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Secretary's Standards). Where access to privately owned property is necessary for monitoring or damage repair, consent shall be obtained prior to entry.
- 14. Archaeological investigations in the areas that will be disturbed by construction of the project will be conducted in accordance with the SHPO's Specifications for Conducting Fieldwork and Preparing Cultural Resource Assessment Reports in existence at the time of execution of this document. If based on these investigations the SHPO determines that a site is potentially eligible for listing in the National Register, FAA and LFUCAB will attempt to avoid impacting the site. If it is not possible or feasible to avoid impacts to a potentially eligible archaeological site, the LFUCAB will develop a research design and data recovery plan in conformance with the Secretary of the Interior's Standards for Archaeology and Historic Preservation (48 FR44716-42). The research design and data recovery plan will be submitted to the SHPO for review and approval. Unless the SHPO comments or objects within thirty (30) days of receiving the research design and data recovery plan, the FAA shall ensure that the plan is implemented. The LFUCAB shall ensure that all materials and records resulting from the archaeological investigations are curated in Kentucky in accordance with 36 CFR Part 79 at an institution acceptable to the SHPO except for the materials recovered during the Phase I survey on the McKinney property which will be returned, as requested, to the McKinney family.

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- 15. The retaining wall at the north end of the Runway 4-22 safety area will be designed and landscaped to make it aesthetically acceptable without creating a possible adverse impact to aviation in a runway environment. The design and landscape plan will be developed in consultation with the SHPO and the Lexington-Fayette Urban County Government.
- 16. Trimming or removal of trees that penetrate the approach surfaces to the runway will be performed in a manner that will minimize impacts to historic properties, i.e., trees will be pruned rather than topped (to the extent practicable) as recommended by a qualified arborist. A proposal and plan for the trimming or removal of trees for the Project will be submitted to the Kentucky SHPO for review and comment. Property owner shall have the right to request or demand that any tree, identified to be trimmed, be removed instead.
- 17. If SHPO should object, in writing, to any plans, specifications or recommendations submitted to it pursuant to the terms of this agreement within 30 days, then the SHPO and the LFUCAB shall consult in order to attempt to resolve any objections which have been raised. For any issues that affect historic properties, the LFUCAB will notify the affected parties and make the plans available for review at the airport during the same period that the plans are provided to SHPO. Comments by the consulting parties shall be addressed to the SHPO, and provided to LFUCAB. If the LFUCAB should determine that the objection(s) cannot be resolved by such consultation with the SHPO and other consulting parties when warranted, then the FAA shall request comments of the Advisory Council pursuant to 36CFR 800.6 (b). The FAA agrees to consider any Council comment provided in response to such a request. This requirement shall be applicable only to the matter that is the subject of the unresolved objection. The FAA agrees that its responsibility to carry out all other actions provided for under this Agreement that are not the subject of an unresolved objection will remain unchanged.
- 18. If, during the implementation of the project, a previously unidentified property is discovered or a previously identified historic property is affected in an unanticipated manner, all work within a minimum of 50 feet around the area of the discovery shall cease until a treatment plan can be developed and implemented. The SHPO and FAA shall be notified at the earliest opportunity and LFUCAB shall require the contractor to take all reasonable measures to avoid harm to the property until FAA concludes consultation with the SHPO and other parties deemed appropriate.
- 19. Any party to this agreement may request that it be amended, in accordance with 36CFR800.6(c)(7), whereupon the parties will consult to consider such amendment.

This Agreement may be terminated by any signatory party upon thirty (30) days written notice to the other parties sent by certified mail, postage prepaid or by facsimile transmission and addressed to the respective parties as follows:

Lexington-Fayette Urban County Airport Board 4000 Terminal Drive, Suite 206 Lexington, Kentucky 40510 Attention: Michael A. Gobb, A.A.E., Executive Director

Federal Aviation Administration Memphis Airports District Office 3385 Airways Blvd., Suite 302 Memphis, TN 38116-3841

Attention: LaVerne F. Reid, Manager

Kentucky State Historic Preservation Officer Kentucky Heritage Council 300 Washington St. Frankfort, KY 40601 Attention: David L. Morgan

Provided, however that all parties agree that if one party should provide such written notice of termination, all parties will consult during the thirty (30) days prior to termination in order to attempt to reach agreement on amendments or other actions which would avoid termination. In the event of termination, the FAA agrees to comply with 36 CFR 800.4 through 800.6 with regard to the matters covered by this Agreement.

This agreement shall be null and void if its terms are not carried out within five (5) years from the date of execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this Agreement and implementation of its terms is evidence, and shall be considered as such, that the FAA has afforded the Kentucky SHPO the opportunity to comment on the proposed construction of safety area improvements for existing Runway 4-22 at Blue Grass Airport and that the FAA has taken into account the effects of said construction on historic properties. The signature of the Chairman of the Lexington-Fayette Urban County Airport Board indicates the LFUCAB's concurrence with the terms of this Agreement.

Federal Aviation Administration

LaVerne F. Reid, Manager

Memphis Airports District Office

Date: **JUL** 3 2003

Kentucky Heritage Council	
By:	Date: 2-9-03
Lexington-Fayette Urban County Airport Board, Ov Blue Grass Airport By: Jon N Zachem, Chair Concur:	1 1
National Trust for Historic Preservation	
By: Elizabeth Merritt, Deputy General Counsel	Date:
Stony Point Farm	
By:	Date:
By:Ouisha McKinney	Date:
By:Sheila McKinney	Date:
By: Tamara McKinney	Date:
By:	Date:
Jonabell Farms, Inc. (Bowman's Mill Road Rural H	istoric District)
By:	
Shadwell Farms, LLC (Burrier House)	
By: Rick Nichols, V.P., Gen. Mgr., and C.O.O.	Date:

SUPPLEMENTAL MEMORANDUM OF AGREEMENT Blue Grass Airport Lexington, Kentucky

WHEREAS, the Federal Aviation Administration ("FAA"), the Kentucky Heritage Council (the "Council"), and the Lexington-Fayette Urban County Airport Board (the "LFUCAB") entered into a Memorandum of Agreement (the "MOA") signed by the FAA on July 3, 2003;

WHEREAS, pursuant to the MOA, the LFUCAB agreed to negotiate in good faith with the owners of the McKinney property for the establishment of an easement for conservation/preservation covering the McKinney farm;

WHEREAS, the LFUCAB negotiated in good faith for, but was not successful in obtaining, such a conservation/preservation easement;

WHEREAS, the MOA provides that, if the LFUCAB is not successful in obtaining such a conservation/preservation easement, it shall consult with the Kentucky State Historic Preservation Officer ("Kentucky SHPO") and the Lexington-Fayette Urban County Government, Division of Historic Preservation (the "LFUCG"), to develop an alternative mitigation strategy plan and to fund such plan to the extent of \$150,000.00;

WHEREAS, the LFUCAB has consulted with the Kentucky SHPO and the LFUCG, and they have developed the alternative mitigation strategy plan (the "Work") described on <u>Schedule 1</u> attached hereto and incorporated herein by this reference;

WHEREAS, in recognition of the responsibility it will assume for causing the Work to be performed, the other parties have invited the LFUCG to join as a signatory to this Supplemental Memorandum of Agreement;

WHEREAS, the parties believe it appropriate to memorialize the manner in which the remaining obligations under the MOA will be satisfied;

NOW, THEREFORE, the FAA, the Kentucky SHPO, the LFUCAB and the LFUCG agree as follows:

- 1. The LFUCAB shall pay \$150,000.00 to the LFUCG on _______, 2014, in consideration of the LFUCG's performance of the Work.
- 2. The LFUCG shall cause the Work to be performed as described on <u>Schedule 1</u>, with such Work being carried out in consultation with the Kentucky SHPO and by a preservation professional who satisfies the qualifications set forth in Stipulation 1 of the MOA.
- 3. The commitments set forth in this Supplemental Memorandum of Agreement are in substitution for, and shall be deemed by all parties to fully satisfy, the LFUCAB's commitments under Stipulations 6 and 7 of the MOA.

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Schedule 1

Blue Grass Airport Environmental Mitigation

Supplemental Memorandum of Agreement

Background

Reflective of the fact that having accurate, current, professional information about the historic resources in Fayette County is critical to the ongoing management, retention, and stewardship of Lexington's character defining built environment, the Lexington-Fayette Urban County Government is requesting proposals to facilitate the updating of such existing data as well as updating and adding to it as needed, with an overarching goal of making such information widely available via a searchable program on the web.

This project will facilitate, through the availability of accurate and current research data, informing a broad spectrum of interests and efforts such as community planning, public education and awareness, regulatory bodies, heritage tourism, property owners, and many others. It is intended to be a starting point for a long-term effort to broaden the availability of information about Fayette County's historic resources and will be compatible with historic building documentation done throughout Kentucky and the nation.

Scope Of Work

A qualified preservation professional/firm that successfully demonstrates the necessary technical architectural survey, document preparation, mapping and retention program management skills is being sought to accomplish the following:

Implement dedicated mobile, web based GIS-compatible technology for collecting, assessing, analyzing and managing historic resource data relative to historic properties. This would include the updating, streamlining and making available to the public, via appropriate documents and web based data management systems, the architectural survey, and mapping of historic properties within several areas of Fayette County.

The work will include creating a web-accessible, searchable data repository for historic property information, will digitize existing paper records and photographs for permanent retention and integration into the system, and will put in place a long-term management system to accommodate future work. In addition, it will add significant historic properties not previously documented to the available data by carrying out additional survey as needed.

The areas to be included in this effort include:

A denoted area of Fayette County in proximity of the Blue Grass Airport, identified as the Area of Potential Effect in previous determinations related to airport improvements and runway expansion will be field surveyed. This will include, but not be limited to, carrying out a new field survey of previously surveyed historic properties in the area, known to number approximately 100 properties, as well as surveying other properties in the vicinity now determined to be of

significance to merit architectural survey and documentation. The number of new historic property surveys not to exceed 30 to be newly documented (as part of this project) historic properties. These windshield level surveys, consistent with the intent and standards reflected in the Federal Secretary of the Interior Standards, and with Kentucky historic survey methodology, shall include digital photographs of historic structures on said properties and shall augment the previously conducted survey to result in a broader understanding and available resource data of historic resources within the boundaries of the Area of Potential Effect reflected in the airport expansion mitigation agreement document.

In addition, several historic areas in the downtown area, including portions of the commercial core, and encompassing approximately 2,500 to 3,500 historic properties shall be re-surveyed and/or newly surveyed, including a number of local and/or federally designated historic districts and other historic properties in the downtown area. Each parcel with be documented individually, whether within a currently designated district or elsewhere. Project shall include uploading all photographs on an address to address basis into the agreed upon software program, resulting in searchable maps. Specific areas and districts to be included in this process to be agreed upon by LFUCG Division of Historic Preservation, Kentucky Heritage Council and consultant prior to commencement of work, reflective of budget limitations.

The survey process for each property documented shall include but not be limited to; architectural style, historic and/or current use, architect/builder if known, designation status, building material, number of stories, roof type, foundation type, construction date, historic name of property and current street address. Resource number shall be assigned in compliance with Kentucky Resource Number system established statewide through the Kentucky Heritage Council, the state historic preservation office. Existing resource numbers assigned through the ongoing past survey process for Fayette County shall be retained and cross checked as part of the update. Files shall continue to be able to be edited only by an authorized user.

The project will also include the scanning and digitizing the previous architectural survey records on file in the LFUCG Division of Historic Preservation, which encompasses approximately 7,200 pages of records accomplished over the last 40 years. Utilized by many over the years, these pages are presently stored in ring binders, the paper is becoming frail, worn and at risk of permanent loss. These documents provide the history, architecture and significance of thousands of Lexington's historic resources. This project will scan and digitize these paper records for electronic storage and/or for upload into the software. Properties that are earmarked by historic district to be currently re-surveyed would have this prior information added to the file, uniting all the available survey data for each address and including photographic records as well. This will allow for much fuller utilization of the history and architectural descriptions reflected in the previously accomplished research, while updating the base data today and merging the information together for each address. A wealth of information would become readily available electronically and the data compiled over the last 40 years would be preserved.

The update process will include "tagging" address to reflect if they are in a designated historic area and if so, which district they are a part of. This will simplify research possibilities and also provide a broader spectrum understanding of Lexington's built environment and the evolution of the community over time.

To accomplish the above, it is anticipated that the LFUCG will participate in a licensed dedicated historic resource software management program that expressly accommodates the required data management and preservation requirements of this project as it is to be carried out as reflected above and for use in the future. It is anticipated that this will require an annual fee, to be agreed upon by the LFUCG and the consultant/supplier prior to commencement of the work. All information that becomes part of the data base shall be the property of the licensee.

Time for Completion of Project

Project to start as soon as possible upon successful completion of RFP process, start date to be determined in conjunction with selected consultant/firm.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to duly execute this Supplemental Memorandum of Agreement, effective as of March _____, 2014.

Federal Aviation Administration

By:	
By: Phillip Braden, Manager Memphis Airports District Office	
Kentucky Heritage Council	
By:	
By: Craig Potts, Director and State Historic Preservation Officer	
Lexington-Fayette Urban County Airport Board	Approved for the LFUCAB as to legality of form and content:
By:	
By: Nancy Wiser, Chair	STITES & HARBISON, PLLC 250 West Main Street, Ste. 2300 Lexington, Kentucky 40507
Lexington-Fayette Urban County Government	
By:	
Mayor Jim Gray	