



**DEPARTMENT OF THE ARMY**  
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P. O. BOX 59  
LOUISVILLE KY 40201-0059

March 21, 2025

Real Estate Division  
Military Branch

LFUCG  
c/o Linda Gorton  
200 E. Main St.  
Lexington, KY 40507

Re: Right-of-Entry DACA27-9-25-237, Lexington Bluegrass Army Depot, County of Fayette, State of Kentucky.

Dear Landowner:

A fully executed copy of Right-of-Entry No. DACA27-9-25-237 granting access to the premises situated near Lexington Bluegrass Army Depot is enclosed with this letter.

If you have any further questions or concerns, please contact Ms. Kennedy Spencer at (502) 315-7006. Thank you for your cooperation in this matter.

Sincerely,  
**DAVIS.NANCY.L.1230573251**  
Nancy L. Davis  
Deputy Chief, Real Estate Division  
Louisville District

Digitally signed by  
DAVIS.NANCY.L.1230573251  
Date: 2025.03.20 14:11:28  
-04'00'

Enclosure  
Executed Right-of-entry

**RECEIVED**

**MAR 28 2025**

**OFFICE OF THE  
MAYOR**

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

Lexington Bluegrass Army Depot

94024050

Project, Installation or Activity

Tract No. or Other Property Identification

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twenty-four (24) months from the date of this instrument, in order to collect water samples from hydrogeologic features (springs, seeps, streams, etc.) and place inert carbon packets for a Dye Tracer Study.
2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Property Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Property Owner may have to make a claim under applicable laws for any damages other than provided for herein.
5. The land affected by this right-of-entry is located in the State of Kentucky, County of Fayette, and is shown on **Exhibit A** (map).

WITNESS MY HAND AND SEAL this 19 day of March, 2025.

**LANDOWNER NAME(S)**

Linda Horton  
[Signature]

Lexington- Fayette Urban County Government  
[Print Name]

**UNITED STATES OF AMERICA**

DAVIS.NANCY Digitally signed by  
.L.1230573251 Date: 2025.03.20 14:12:03  
-04'00'  
Nancy L. Davis  
Deputy Chief, Real Estate Division

LEASE NO. DACA27-9-25-237  
LEXINGTON-BLUE GRASS ARMY DEPOT

**CERTIFICATE OF AUTHORITY**

I, Mackenzie Stack certify that I am the Deputy Council Clerk  
(Name of clerk or appropriate official) (Title)

of the LFUCG that Linda Gorton,  
(Name of govt entity) (Name of Officer Signing Agreement)

who signed the foregoing instrument on behalf of the grantee, was then

Mayor of LFUCG  
(Office Held) (Name of govt entity)

I further certify that the said officer was acting within the scope of powers delegated  
to this officer by the governing body of the grantee in executing said instrument.

Mackenzie Stack  
(Signature of clerk or appropriate official)

3/7/2025  
(Date)

**(The person that signed the attached instrument cannot sign Certificate)**

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.**



- Legend**
- USA Major Highways
    - Limited Access
    - Highway
    - Major Road
    - Local Road
    - Minor Road
    - Other Road
    - Ramp
    - Ferry
    - Pedestrian Way
  - County Outlines
    - Fayette
    - <all other values>
- DACA27-9-25-237  
 Parcel 94024050  
 Exhibit "A"

Parcel ID	94024050	Physical Address	4172 4253 HEDGER LN	Fair Cash Value	\$1,572,400	Last 2 Sales			
Class	E	Owner	LFUCG	Agricultural Land Value	\$0	Date	Price	Reason	Qual
Code			200 E MAIN ST	Agricultural	\$0	4/12/1977	\$528000	ARMS LENGTH TRANSACTION	Q
Taxing District	02		LEXINGTON KY 40507	Total Value		n/a	0	n/a	n/a
Acres	650.44			Taxable Value	\$0				

Date created: 12/17/2024  
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