
TEMPORARY PERMIT
to the
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By authority vested in me by 43 U.S.C. §931c and 28 C.F.R. §§ 0.96, 0.97, the Lexington Fayette Urban County Government, Lexington, Kentucky (LFUCG or permittee), and/or its duly authorized agents is hereby granted a revocable permit to enter upon, use, and occupy certain areas, as described and shown in the Exhibit A (legal description) and Exhibit B (survey) attached hereto and made a part hereof, of property of the United States of America (Government) located in Fayette County, Kentucky, and comprising part of the real property of the Federal Bureau of Prisons' Federal Medical Center (FMC) in Lexington, Kentucky (FMC Lexington or institution), for the construction, repair, and/or replacement of a bridge, culvert, and access road used by permittee for ingress and egress to permittee's sanitary sewer pump station located on FMC Lexington property pursuant to an easement from the U.S. Department Justice.

This temporary permit is granted subject to the following conditions:

1. The use and occupation of the said land shall be without cost or expense to the Government.
2. The permittee shall construct, repair, and replace all of its facilities in the permit area in a manner which complies with all pertinent Federal and State environmental laws and in a manner so as to prevent and avoid any threatened or actual release or disposal of any hazardous substance as identified in accordance with any pertinent Federal or State environmental laws. In the event any liability does arise under Federal and/or State environmental laws as the result of the permittee's use, or because of the activities which are found to be associated with the permittee's use of the permit, the permittee shall indemnify the Government for any cleanup costs, response costs, natural resource damages, penalties, or any other costs for which the Government is found liable, including the cost of any studies and investigation necessary to determine an appropriate response to the contamination, and of any clean up or other response costs which the Government is required or obliged to undertake.
3. Further, permittee shall also be responsible for obtaining all Federal and State regulatory permits and approvals required or applicable to the activities of the permittee pursuant to this permit, and for compliance with all such permits and approvals.
4. The permittee shall at all times keep the Government informed of any activity on this property incident to the exercise of the permit herein granted, including information on the beginning and completion of permit activities, and the notification prior to ingress for purposes of construction, repair, or replacement of any portion of the bridge, culvert, or access road.

5. The permittee shall observe any and all regulations of the Government regarding the storage of machinery, tools, and equipment, including supervision of motor vehicles, drivers, and workmen on or in the proximity of the institution's property. Federal Medical Center Lexington is a secure facility and accountability of machinery, tools, and equipment is vital to keeping the institution secure and safe. Permittee and its agents must at all times maintain possession and control machinery, tools, and equipment brought onto FMC Lexington property to perform work pursuant to this permit (e.g., shall secure (remove keys from) equipment and remove or secure tools at the end of each work day).
6. The permittee shall protect any existing boundary markers removed by construction and reset them in their identical location.
7. At no cost to the Government, permittee shall reinstall and/or relocate any and all existing fences, gas lines, roadways, poles, and all other utility lines, pipes, and structures that are disturbed as a result of the construction, operation, and maintenance of the facilities; and permittee shall further be responsible for coordinating with, and obtaining all necessary permits and approvals related thereto from, the requisite governmental or regulatory authorities.
8. The permittee shall maintain, modify, construct, and/or reconstruct such stormwater and/or other drainage facilities as are necessary to provide elimination of surface water without causing destructive erosion to the property of the United States of America, and also assume all responsibility for damage by flooding resulting from construction, installation, maintenance, and repair of the facilities.
9. Any property of the Government which may be damaged or destroyed incident to the construction and operation of the access road and easement shall be promptly repaired or replaced by the permittee or pay to the Government a sum of money sufficient to compensate for the loss sustained by reason of any such damage or destruction of said property.
10. The permittee and/or its duly authorized agents shall neither make contact with any prisoner nor compromise the security and orderly operation of the FMC Lexington. Any such violations shall be subject to penalties prescribed by 18 U.S.C. §1791. In the event that the permittee does come in contact with a prisoner while on the property, the permittee shall report it immediately to the Government point of contact.
11. This permit does not convey any interest whatsoever in any oil, gas, or other minerals in, on, or under the above described land.
12. Upon completion of construction, repair and/or replacement activities, the surrounding premises shall be restored immediately by the permittee to the substantially same condition as that in which it existed prior to commencement of such work, to the satisfaction of the Government.
13. The Government reserves the right to construct, use, and maintain across, over, and/or under the subject property utility lines and other facilities necessary for the operations of the institution in such a manner as not to create any unreasonable interference with the use

of this permit.

14. The Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property or for injuries to the permittee's officers, agents, servants, employees, or its successors or assigns or others who may be on said premises at their invitation.
15. The provisions and conditions of the permit shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of both parties.
16. Any temporary construction permit areas/easement(s) granted in connection with the facilities, shall expire upon completion of the installation of the facilities.
17. In the event of a failure to comply with any of the conditions and provisions herein set forth or nonuse of the temporary permit for the purposes for which it was granted, or an abandonment, in whole or in part, this permit shall cease and determine and revert to and become revested in the Government as fully and completely as if the temporary permit had not been granted, upon written notice of such termination being given to the Permittee, or its respective successors and assigns, which shall be effective as of the date of such notice.
18. This permit may be revoked or terminated at any time by the Director, Federal Bureau of Prisons, and if not sooner revoked or terminated, will automatically terminate upon recordation of a permanent easement issued by the U.S. Department of Justice for the purposes described herein.

Terms and Conditions Accepted by the
Lexington Fayette Urban County Government

For/on behalf of the
Federal Bureau of Prisons

By: Linda Gorton
Linda Gorton, Mayor
Name & Title

By: _____
Lisa Ward, Assistant Director
Administration Division

Date: 11/9/2021

Date: _____