

**RELEASE OF SANITARY SEWER SERVICE AGREEMENT**

**THIS RELEASE** is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, hereinafter referred to as "LFUCG" and **SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON, KENTUCKY, INC.**, a Kentucky Non-Profit Corporation (hereinafter referred to as "Church").

**WITNESSETH:**

**WHEREAS**, LFUCG and Church entered into a Sanitary Sewer Service Agreement dated July 8, 1999; and,

**WHEREAS**, said document was recorded in the Jessamine County Court Clerk's Office on May 1, 2000, in Deed Book 427, Page 91; and

**WHEREAS**, Church fulfilled all of the obligations as set out in said Sanitary Sewer Service Agreement; and

**WHEREAS**, the Jessamine-South Elkhorn Water District, a Kentucky Rural Water created under KRS Chapter 74 has taken title to a Deed of Easement concerning the aforementioned Sanitary Sewer and has entered into a Sanitary Sewer Collection Facilities Conveyance Agreement with Church and, therefore, a complete transfer of easement and servicing of Church's Sanitary Sewer through a Deed of Easement – Sanitary Sewer dated the \_\_\_\_ day of June, 2015, and a Sanitary Sewer Collection Facilities Conveyance Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2015, both being recorded in the Jessamine County Court Clerk's Office; and

**WHEREAS**, there is no further service being provided by LFUCG to Church's Sanitary Sewer and no reason to retain an Easement.

**NOW THEREFORE**, LFUCG does hereby release any rights it has in and to the Sanitary Sewer Service Agreement dated July 8, 1999 and of record in the Jessamine County Court Clerk's Office in Deed Book 427, Page 91 and, therefore, said Sanitary Sewer Service Agreement is hereby released with the Church having met all conditions under said agreement and any liens created by said document being released in full.

**FURTHER**, the Church does hereby release LFUCG from any and all obligations it has to the Church pursuant to said Sanitary Sewer Service Agreement.

**IN WITNESS WHEREOF**, LFUCG and Church have hereby caused its corporate names to be affixed by its duly authorized officers, on this the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By: \_\_\_\_\_

Its: \_\_\_\_\_

SOUTHLAND CHRISTIAN CHURCH  
OF LEXINGTON, KENTUCKY, INC.

\_\_\_\_\_  
David Bundy, President

COMMONWEALTH OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67A, on behalf of said government, on this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Notary ID #: \_\_\_\_\_

COMMONWEALTH OF KENTUCKY  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me by David Bundy, as President, of Southland Christian Church of Lexington, Kentucky, Inc., on behalf of said corporation, on this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

Notary ID #: \_\_\_\_\_

This Instrument Prepared By:

\_\_\_\_\_  
Guy R. Colson, Esq.  
Fowler Bell PLLC  
300 West Vine Street, Suite 600  
Lexington, KY 40507-1660  
(859) 252-6700  
(859) 255-3735 fax  
GColson@FowlerLaw.com



POSS COPY  
Pump Stations

# Lexington-Fayette Urban County Government

Pam Miller, Mayor

TO: ELLEN KERSHAW  
COUNCIL ADMINISTRATOR

FROM: ROBERT D. WISEMAN *RDW*  
EXECUTIVE ASSISTANT TO THE MAYOR

DATE: JUNE 29, 1999

RE: SOUTHLAND CHRISTIAN CHURCH • SEWER CONNECTION

\* \* \* \* \*

Attached is the revised copy of the Southland Christian Church Sewer Resolution as amended. This includes a new item "H".

cc: Terry Sellars  
Wayne Waddell

copy to:

- *Jeff Wilson*  
*Dowater*

- *Bob McClure*

- *Jeff Wilson*

JUN 30

4/27/99

## SOUTHLAND CHRISTIAN CHURCH

\*Request is that Council vote today to place on the Docket for a **1<sup>st</sup> reading on July 1, 1999, and for a 2<sup>nd</sup> reading on July 8, 1999**, a resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to:

- (1) amend the Agreed Order (Sewer Settlement) with Jessamine County, so as to allow Southland Christian Church to connect to the LFUCG sewer system; and
- (2) to enter into a Contract between Southland Christian Church and LFUCG, which specifies (a) that no additional properties shall be allowed access to the Church constructed pump station or force main, (b) that adequate odor control facilities will be constructed by the Church and maintained, and (c) that the Church will meet all technical requirements of LFUCG, including pump station and force main sizing, flow rates, and odor control, (d) that the Church agrees that should gravity service ever become available that they will immediately convert over at their own expense and providing (e) that the maximum average daily wastewater flow from the Church shall be set so as not to exceed 15,000 gallons per day, and (f) the Church shall pay all appropriate tap-on, plan review fees, and inspection fees, and ongoing sewer use fees; (g) the connection shall be deemed a temporary connection until such time as the Kentucky Division of Water has approved a Jessamine County 201 plan showing the West Hickman WWTP service boundary as including the entire church property; and, (h) The "temporary connection" sunset date is established as July 1, 2001, so as to allow time for Fayette and Jessamine to resolve "201 Plan" service issues and enter into an Interlocal Cooperation Agreement.

## SANITARY SEWER SERVICE AGREEMENT

THIS Sanitary Sewer Service Agreement (the "Agreement") is made and entered into this 8<sup>th</sup> day of July, 1999, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter referred to as "LFUCG" and SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON, KENTUCKY, INC., a Kentucky non-profit corporation, hereinafter referred to as "Church".

### W I T N E S S E T H:

WHEREAS, Church owns real estate located in Jessamine County, Kentucky, as more particularly described in Exhibit "1" and as shown on the Site Plan in Exhibit "2", attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, conditioned upon Church's compliance with and subject to the terms and conditions of this Agreement, LFUCG is willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, the Church and LFUCG hereby covenant and agree as follows:

1. Sewer Capacity. The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed 15,000 gallons per day (average daily flow) for sewage collection. The Church is entitled to 15,000 gallons per day (average daily flow) for sewage collection. This capacity shall be allocated in phases as each portion of the Property is developed in accord with the attached Exhibit "3".

2. Agreement to Serve. Conditioned upon Church's full compliance with the Code of Ordinances Urban County Government Lexington-Fayette County, Kentucky, relating to operation and use of the sewer system, as may be amended from time to time, (the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sewer facilities by the Church, LFUCG agrees to permit connection of the sewer facilities installed by the Church to the existing facilities of LFUCG and to provide sanitary sewer utility service to the Property. Church expressly agrees that it shall allow no other property access to or use of the Property Sewer System, as hereafter defined.

3. Connection Fees. In lieu of the payment of tap-on fees and connection fees pursuant to Chapter 16 of the Code, the Church agrees to pay the sum of \$29,965.00 to LFUCG ("Connection Fees"). Said fee is in consideration for the sewage collection and treatment by LFUCG of up to 6,500 gallons per day for the Church's current facilities (average daily flow). The Connection Fees shall be paid upon the issuance of letter of acceptance of LFUCG to the Church pursuant to Section 7(e) hereof related to the Property Sewer System or any part thereof. At the completion of Phase I and Phase II the church shall pay to LFUCG \$4.61 (or LFUCG's prevailing tap fee at the time, whichever is greater) for the additional average wastewater flow set forth in the attached Exhibit "3".

4. Additional Fees. In addition to the Connection Fees heretofore referenced, the Church agrees to pay the following additional charges and fees (the "Additional Fees"):

- (a) Prior to the issuance of a letter of acceptance of LFUCG to the Church pursuant to Section 7(e), the Church shall have paid all reasonable charges assessed by LFUCG for plan review, construction inspection, testing, and other services of LFUCG in any way related to the sanitary sewer system. A schedule for the rates to be charged in connection with these services are attached hereto as Exhibit "4".
- (b) The Church shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in Chapter 16 of the Code. The Sewer User Fee is generally based on water consumption and the Church agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to the Lexington-Fayette Urban County Government care of the Department of Finance, Division of Revenue, 200 East Main Street, Lexington, Kentucky 40507. LFUCG will calculate and bill the Church or the appropriate user for such Sewer User Fees which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees shall be subject to a late penalty and interest as set forth in the Code. Further, LFUCG shall be entitled to recover all its costs of collection, including reasonable attorney fees.
- (c) The Church shall pay a surcharge for odor control equivalent to LFUCG'S cost for odor control chemicals on a monthly or less frequent basis as determined by LFUCG.

5. Lien To Secure Payment of Connection Fees and Additional Fees. LFUCG shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by LFUCG.

6. Sewer System Installations. To induce LFUCG to provide sewer service to the Property, Church agrees to construct, according to specifications approved by LFUCG, all on-site and off-site installations and facilities required by LFUCG to connect to the existing facilities of LFUCG to provide sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary (the "Property Sewer System").

The Property Sewer System will require a pump station. The peak discharge into the LFUCG gravity system shall be specified by LFUCG. Odor control facilities shall be constructed as directed by LFUCG. Further, the Church will, at its own cost, connect to a gravity line as same becomes available and shall remove the pump station.

7. Procedures for the Property Sewer System. Church agrees that the design and construction of the Property Sewer System (collectively "Improvements") shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Public Works relating to sanitary sewer and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

- (a) Church shall submit three (3) sets of any development plan which has been approved by the Jessamine-Wilmore Planning Commission, or the other appropriate governing agency within the Jessamine County government to LFUCG Division of Engineering for review and approval.
- (b) Church shall furnish LFUCG with four (4) sets of plans and specifications (the "Plans") for the Property Sewer System and the Improvements which have been prepared by a registered professional engineer. The Plans shall be prepared in accordance with the Code, including but not limited to Chapter 16 thereof, and all administrative regulations, rules, practices and procedures of the Department of Public Works. The Church shall submit the Plans, with all appropriate application fees, to the Kentucky Department of Environmental Protection, Division of Water for review and approval and such submittal will include a letter from LFUCG approving the preliminary concept of the Plans.
- (c) During construction of the Property Sewer System and the Improvements, LFUCG shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans. The Church shall also provide LFUCG with periodic written certifications by Church's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

- (d) At least seven (7) days prior to final inspection, by LFUCG, Church shall provide LFUCG with one set of Mylars of the "as-built" plans prepared by the Church's engineer showing the location of all installations related to the Property Sewer System as constructed. Church shall provide the LFUCG five (5) sets of as built paving and storm water drainage plans and five (5) copies of the recorded subdivision plat of the Property and shall request TV inspection by LFUCG of the Property Sewer System.
- (e) Upon completion of construction of the Property Sewer System and the Improvements or any part thereof, Church's engineer shall deliver a signed certificate of completion certifying to LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved Plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. Church shall provide proof satisfactory to LFUCG that all contractors, sub-contractors, materialmen and laborers have been paid in full. Upon receipt of all of the above and final inspection by LFUCG of the Property Sewer System, a letter of acceptance shall be delivered to the Church by LFUCG. No connection of any building located on the Property to the Property Sewer System shall occur prior to the issuance of said letter of acceptance.

8. Use of Property Sewer System. The use of the Property Sewer System shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property Sewer System shall require a tap-on permit, inspection and approval by the LFUCG. Any connection of a building to the Property Sewer System without a tap-on permit, inspection and approval may result in immediate disconnection by LFUCG.

9. Representation and Warranties of Church. In order to induce LFUCG to enter into this Agreement, Church hereby represents and warrants to LFUCG as follows:

- (a) Church is a Kentucky non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. Church has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary membership action on the part of Church. This Agreement has been duly executed and delivered by the Church and constitutes the legal, valid and binding obligation of the Church enforceable against it in accordance with its terms.



- (b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated hereby will not, conflict with or result in any violation of, or default under any provision of the Church's Articles of Incorporation, Bylaws, or any other agreement to which Church is a party.
- (c) Other than the subordination contemplated in paragraph 11 hereof, which Church covenants to obtain, any consent, approval or authorization of any third party required in connection with Church's execution and delivery of this Agreement or the performance by Church of the obligations contemplated hereby has been obtained.
- (d) Church has good, valid and marketable title, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Exhibit "5".
- (e) Church warrants that the Property Sewer System, Improvements and roads will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work were new and free from any and all defects, whether latent or patent, in workmanship. The Church agrees to repair and replace, at its own expense all of the work which may prove to be defective for a period of one year after the date of final inspection by LFUCG.
- (f) There are no (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives or federal, state, and local governmental agencies and authorities with respect thereto.

10. Easement. Church hereby grants to LFUCG, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer facilities to serve the Property. Church agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to LFUCG which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, the Church further agrees to execute and deliver a separate Deed of Easement or Encroachment Permit in a form reasonably acceptable to LFUCG, in its sole discretion, for all facilities on-site and off-site related to the portions of the Property Sewer System, for which LFUCG will accept dedication. Church hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system.

11. Mortgage Liens. Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their rights to the rights of LFUCG under this Agreement and the easement dedication herein contemplated.

12. Contingencies. Notwithstanding anything to the contrary, this Agreement is expressly contingent upon (a) approval by the LFUCG Council and (b) entry of a further amendment of the Amended Agreed Order of Settlement entered August 20, 1997, in the Jessamine Circuit Court Civil Action No. 81-CI-047, on such terms as the LFUCG shall agree in its sole discretion.

13. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

LFUCG  
Department of Public Works  
200 East Main Street  
Lexington, Kentucky 40507

With copy to: LFUCG  
Department of Law  
200 East Main Street  
Lexington, Kentucky 40507

Southland Christian Church of Lexington, Kentucky, Inc.  
% Butch Locklar  
P.O. Box 23338  
Lexington, Kentucky 40523

With copy to: Guy R. Colson, Esq.  
FOWLER, MEASLE & BELL, LLP  
300 West Vine Street, Suite 600  
Lexington, Kentucky 40507

14. Indemnification. Church shall indemnify and reimburse LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs), and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by LFUCG, as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of Church herein; (b) any breach of or noncompliance by Church with any covenant or agreement of Church contained in this Agreement; (c) any negligent or wrongful act of the Church, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

15. Compliance with Law. The Church agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. Notwithstanding the fact that the Property is in Jessamine County, the Church agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Public Works relating to sanitary sewer as set forth herein and agrees to fully comply with same.

16. Exhibit Incorporation by Reference. Exhibits 1, 2, 3, 4, and 5 attached hereto are hereby incorporated by reference as if set out fully herein.

17. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. The Church's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

18. Cost and Attorney's Fees. LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees.

19. Amendment/Waiver. No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by either party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20. Covenants Running with Land. Church, and its successors in title, agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Property Sewer System in accordance with the terms of this Agreement, which covenant shall be deemed a Covenant Running with the Land, and reference shall be made to this Agreement, including recording information, in any conveyance of the Property or any part thereof.

21. Duration of Agreement. LFUCG shall allow the Church to connect and remain connected until July 1, 2001, to the sewage treatment system served by West Hickman under the terms and conditions of this Agreement. If by July 1, 2001, LFUCG and Jessamine County Fiscal Court adopt and the Kentucky Natural Resources and Environmental Protection Cabinet approves a Wastewater Treatment Management Plan in accordance with 33 USC 1281 and 1288 and if such Plan provides for the connection of the Church to the sewage treatment system served by West Hickman, then the Church shall continue to remain connected to the sewage treatment system served by West Hickman after July 1, 2001, in accordance with such Plan. If LFUCG and Jessamine are unable to develop a Plan providing for sewage services to the Church by West Hickman by July 1, 2001, then the Parties agree that LFUCG does not and has not waived and specifically reserves the right to challenge in any court or administrative body of competent jurisdiction the continued connection of the Church to the West Hickman system after July 1, 2001. The Parties further expressly agree and understand, however, that the

Church shall be allowed to remain connected to the West Hickman sewage system after July 1, 2001, while LFUCG's challenge and any necessary appeals by the Parties are pending. Should LFUCG prevail in such challenge, and it is determined by a court or administrative body of competent jurisdiction that the Church is not entitled by law to remain connected to the West Hickman sewage system, then it is further expressly understood and agreed that the Church shall continue to remain connected to the West Hickman sewage system until Church is reasonably able in the exercise of good faith and due diligence to construct an operational alternative method of sewage treatment and disposal which has received all approvals necessary from governmental and non-governmental bodies.

22. Undertakings. The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of the LFUCG which would be required under the Law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the LFUCG shall not assume responsibility for design, construction or installation of the Property Sewer System or Improvements and shall in no way be deemed to waive any rights available to LFUCG related to defects, omissions or failures in design, construction or installation.

23. Governing Law. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky. Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Fayette Circuit Court, Lexington, Kentucky and the parties acknowledge that venue shall be proper in such court.

24. Captions. The captions of each section herein are for convenience only and shall not affect the construction hereof.

25. Construction. The parties hereto acknowledge that each has been represented by counsel and has participated in the drafting of this agreement and therefore neither party shall be subject to any determination respecting the interpretation of this contract whereby it is interpreted against the drafting party.

26. Multiple Copies. This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

27. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and incorporates all verbal or oral agreements and understandings.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: Pam Miller  
PAM MILLER

ITS: MAYOR

SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON,  
KENTUCKY, INC.

BY: \_\_\_\_\_

NAME: SHERMAN DAVIS

ITS: PRESIDENT

STATE OF KENTUCKY  
COUNTY OF FAYETTE

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Pam Miller as Mayor of the Lexington Fayette Urban County Government on this 16<sup>th</sup> day of July, 1999.

My Commission Expires 11-21-2000.

Lizabette T. Dammell  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY

STATE OF KENTUCKY  
COUNTY OF FAYETTE

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Sherman Davis as President of Southland Christian Church of Lexington, Kentucky, Inc. on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

My Commission Expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
KENTUCKY

PREPARED BY:

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Terry Sellars, Esq.  
HENRY WATZ GARDNER SELLARS & GARDNER, PLLC  
401 West Main Street, Suite 314  
Lexington, Kentucky 40507  
Telephone: 606-253-1320

C:\NPW\SOUTHLAN 630

EXHIBIT "1"

POLICY NO. F89-729419  
FILE NO. 4155.00022

SCHEDULE A — ITEM 4

Parcel 1:

Beginning at a point, said point being the center line intersection of Harrodsburg Road and Brannon Road; thence with the center line of Brannon Road S 66° 04' E 655 feet; thence with a new line S 18° 44' W 1417.21 feet to a point in the line of Zarring; thence with the line of Zarring N 64° 01' W 657.67 feet to a point in the center line of Harrodsburg Road; thence with the center line of Harrodsburg Road N 18° 44' E 1393.66 feet to the point of beginning, containing 21.049 gross acres.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated March 5, 1975, from Billy M. Oaks and Mabel L. Oaks, his wife, of record in Deed Book 133, Page 324, in the Jessamine County Clerk's office.

Parcel 2:

Being all of Parcel B, as shown on the Minor Consolidation Plat of Parcels A and B, Southland Christian Church Property, of record in Plat Cabinet 5, Slide 181-B, Jessamine County Clerk's office, to which plat referenced is hereby made for a more particular description of said property.

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by deed dated July 30, 1992, from Billy M. Oaks and Mabel L. Oaks, his wife, of record in Deed Book 290, Page 465, in the Jessamine County Clerk's office.

Parcel 3:

From an iron spike at the intersection of the centerline of U.S. 68 and the original centerline of Brannon Road, thence S 18' 44' W, 1393.66 feet to an iron spike at the centerline of U.S. 68, thence S 64° 01' E, 2889.76 feet to an iron pin at the true point of beginning, said point located at the northeast corner of Parcel B as shown on the Minor Consolidation Plat of Parcels A and B, Southland Christian Church Property in Plat Cabinet 5, Slide 181-B, Jessamine County Clerk's office, thence from said point of beginning S 72° 33' 26" E, 53.13 feet to a steel fence pole, thence with existing chain link fence S 20° 34' 58" W 614.58 feet to an iron pin in said fence, thence N 65° 33' 36" W, 26.58 feet to an iron pin at the southeast corner of said Parcel B, thence with the east line of Parcel B, N 18° 05' 30" E, 610.46 feet to the point of beginning, and containing 0.559 acres.



EXHIBIT "1"

POLICY NO. F89-729419  
FILE NO. 4155.00022

CONTINUATION OF SCHEDULE A, ITEM 4

Being the same property conveyed to Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, by quitclaim deed dated July 30, 1992, from Billy M. Oaks and Mabel L. Oaks, his wife, of record in Deed Book 290, Page 463, in the Jessamine County Clerk's office.

Parcel 4:

All of Lot No. 1, being 12.00 acres more or less, of the Mabel L. Oaks Property, as shown on Minor Subdivision Plat of the Mabel L. Oaks Property, of record in Plat Cabinet 8, Slide 236, in the Jessamine County Clerk's office.

Being the same property conveyed to Southland Christian Church of Lexington, Inc., a Kentucky nonprofit corporation, by deed dated July 27, 1998, from Mabel L. Oaks, a widow, of record in Deed Book 389, Page 111, in the Jessamine County Clerk's office.



June 24, 1999

Mr. Bob Wiseman  
Office of the Mayor  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507

RE: Estimated Wastewater Flows  
Southland Christian Church

Dear Mr. Wiseman:

Presented below are the expected wastewater flows from Southland Christian Church (SCC). This information is provided to assist you and the Lexington-Fayette Urban County Government (LFUCG) in considering our request for sewer service.

<u>Project Phase</u>	<u>Average Wastewater Flow</u>	<u>Schedule</u>
Current Facilities	6,500 gallons per day	September 1999
Phase One	10,000 gallons per day	September 2001
Phase Two	15,000 gallons per day	No sooner than 2003

The peak daily flow is projected to be 75,000 gallons. SCC will work with the LFUCG Sanitary Sewer Department to design a pump station system in accordance with their design standards that will be capable of maintaining the peak discharge into the LFUCG gravity system at acceptable levels. The pump station will be designed to provide odor control features at the station. If direct access to a gravity sewer system is ever made available to SCC, we agree to convert the force main system over at our expense.

The flows listed above are not additive. For example, our current wastewater flows are 6,500 GPD and will increase to a total of 10,000 GPD when the Phase One Facilities are completed. Phase Two represents our future expansion plans approved by the Jessamine County Board of Adjustment on March 18, 1999. The timeframe for the construction of these facilities is uncertain at this time.

YOU MATTER TO GOD.

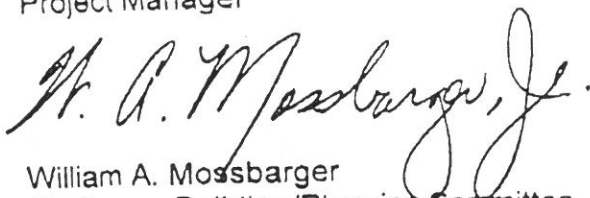
Please call me at 489-1962 if you have any questions regarding this information. Thank you for your assistance in this matter.

Sincerely,

SOUTHLAND CHRISTIAN CHURCH



David Mitchell  
Project Manager



William A. Mossbarger  
Chairman, Building/Planning Committee

**EXHIBIT "4"**

<b><u>ACTIVITY</u></b>	<b><u>COST</u></b>
Construction inspection . . . . .	\$ 22.00/hour
Vacuum test of manholes . . . . .	\$100.00/hour
TV requests of sanitary lines . . . . .	\$250.00/hour
Sanitary sewer plan review . . . . .	\$ 30.00/hour
Sanitary sewer inspection . . . . .	\$ 20.00/hour

POLICY NO. F89-729419  
FILE NO. 4155.00022

CONTINUATION OF SCHEDULE B

9. Certificate of Land Use Restrictions filed September 14, 1992, of record in Deed Book 292, Page 415, in the Jessamine County Clerk's office.
10. Certificate of Land Use Restrictions filed July 24, 1990, of record in Deed Book 262, Page 397, in the Jessamine County Clerk's office.
11. Conditional Use Permit filed April 22, 1975, of record in Deed Book 135, Page 442, in the Jessamine County Clerk's office.
12. Right of Way of Harrodsburg and Brannon Roads.
13. Transmission Easement to Kentucky Utilities Company dated May 28, 1946, of record in Deed Book 52, Page 552, in the Jessamine County Clerk's office.
14. Transmission Line Easement to Kentucky Utilities Company, dated November 27, 1968, of record in Deed Book 100, Page 87, in the Jessamine County Clerk's office.
15. Taxes for the year 1999 and subsequent years and any taxes or special assessments which are not shown as existing liens by the Jessamine County Clerk's office.
16. Encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the premises.

Parcel 2:

17. Mortgage dated July 30, 1992, from Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, to Billy M. Oakes and Mabel L. Oaks, his wife, in the amount of \$833,400.00, of record in Mortgage Book 256, Page 272, in the Jessamine County Clerk's office.
18. Easement dated October 21, 1992, from Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, to Lexington-South Elkhorn Water District, of record in Deed Book 316, Page 363, in the Jessamine County Clerk's office.
19. Easements, restrictions, dimensions, building lines, and all other matters appearing of record in Plat Cabinet 5, Slide 181B, in the Jessamine County Clerk's office.

(PLEASE SEE CONTINUATION SHEET ATTACHED HERETO)

CONTINUATION OF SCHEDULE B

20. Easements, restrictions, dimensions, building lines and all other matters appearing of record in Plat Cabinet 8, Slide 286, in the Jessamine County Clerk's office.
21. Certificate of Land Use Restrictions filed July 10, 1995, of record in Deed Book 337, Page 498, in the Jessamine County Clerk's office.
22. Certificate of Land Use Restrictions filed September 14, 1992, of record in Deed Book 292, Page 415, in the Jessamine County Clerk's office.
23. Certificate of Land Use Restrictions filed July 24, 1990, of record in Deed Book 262, Page 397, in the Jessamine County Clerk's office.
24. Transmission Easement to Kentucky Utilities Company dated May 28, 1946, of record in Deed Book 52, Page 552, in the Jessamine County Clerk's office.
25. Transmission Line Easement to Kentucky Utilities Company, dated November 27, 1968, of record in Deed Book 100, Page 87, in the Jessamine County Clerk's office.
26. Taxes for the year 1999 and subsequent years and any taxes or special assessments which are not shown as existing liens by the Jessamine County Clerk's office.
27. Encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the premises.

Parcel 3:

28. Easement dated October 21, 1992, from Southland Christian Church of Lexington, Kentucky, Inc., a Kentucky nonprofit corporation, to Lexington-South Elkhorn Water District, of record in Deed Book 316, Page 363, in the Jessamine County Clerk's office.
29. Easements, restrictions, dimensions, building lines, and all other matters appearing of record in Plat Cabinet 5, Slide 181B, in the Jessamine County Clerk's office.
30. Certificate of Land Use Restrictions filed July 10, 1995, of record in Deed Book 337, Page 498, in the Jessamine County Clerk's office.

(PLEASE SEE CONTINUATION SHEET ATTACHED HERETO)

CONTINUATION OF SCHEDULE B

31. Certificate of Land Use Restrictions filed September 14, 1992, of record in Deed Book 292, Page 415, in the Jessamine County Clerk's office.
32. Certificate of Land Use Restrictions filed July 24, 1990, of record in Deed Book 262, Page 397, in the Jessamine County Clerk's office.
33. Transmission Easement to Kentucky Utilities Company dated May 28, 1946, of record in Deed Book 52, Page 552, in the Jessamine County Clerk's office.
34. Transmission Line Easement to Kentucky Utilities Company, dated November 27, 1968, of record in Deed Book 100, Page 87, in the Jessamine County Clerk's office.
35. Taxes for the year 1999 and subsequent years and any taxes or special assessments which are not shown as existing liens by the Jessamine County Clerk's office.
36. Encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the premises.

Parcel 4:

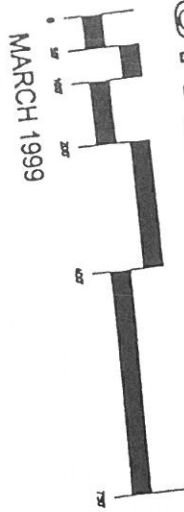
37. Easement dated October 30, 1992, from Billy M. Oaks and Mabel L. Oaks, his wife, to Lexington-South Elkhorn Water District, of record in Deed Book 316, Page 373, in the Jessamine County Clerk's office.
38. Easements, restrictions, dimensions, building lines and all other matters appearing of record in Plat Cabinet 5, Slide 181-B, in the Jessamine County Clerk's office.
39. Easements, restrictions, dimensions, building lines and all other matters appearing of record in Plat Cabinet 8, Slide 286, in the Jessamine County Clerk's office.
40. Taxes for the year 1999 and subsequent years and any taxes or special assessments which are not shown as existing liens by the Jessamine County Clerk's office.
41. Encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the premises.

END OF POLICY

# SOUTHLAND

CHRISTIAN CHURCH

## SITE PLAN NORTH



### PHASE I

- A ACTIVITIES BUILDING / TEMPORARY WORSHIP CENTER
- B YOUTH / ASSEMBLY BUILDING
- C GATHERING ATRIUM
- D HELPING THROUGH HIM
- E GENERATION NEXT BUILDING (RELOCATED)
- F MODULAR BUILDINGS (RELOCATED)

### PHASE II

- K FUTURE CHILDREN'S EDUCATION CENTER
- L FUTURE WORSHIP CENTER
- M FUTURE STORAGE
- N FUTURE PAVILION

