

**SITE SPECIFIC AGREEMENT:**  
**RBC, LLC – THE RESERVE AT TATES CREEK**

This Site Specific Agreement (the "Agreement") is made and entered into on the ~~23~~<sup>22</sup> day of ~~March~~<sup>June</sup>, 2020, by and among **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Kentucky urban county government (hereinafter "LFUCG"), the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT**, a Kentucky rural water and sanitation district (hereinafter "JSEWD"), and **RBC, LLC**, a Kentucky limited liability company (hereinafter "RBC").

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

**WHEREAS**, RBC owns real estate, located in Jessamine County, Kentucky on the north side of and adjacent to East Brannon Road and known as The Reserve at Tates Creek (11.04 acres – 12 lots), more particularly described in Exhibit "A" attached hereto (the "Property"); and

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

**WHEREAS**, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

**WHEREAS**, JSEWD and the Lexington- Fayette Urban County Government, hereinafter "LFUCG", are willing to provide sanitary sewer service to the Property.

**NOW, THEREFORE**, conditioned upon RBC'S compliance with and subject to the terms of this Agreement and for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, RBC and JSEWD 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 2,112 gallons per day (average daily flow) for sewage collection and conveyance.

2. **Agreement to Serve.** Conditioned upon RBC'S full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works ( i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by RBC, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities

installed by RBC to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. RBC expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer infrastructure to be constructed without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require RBC to convey to JSEWD the sanitary sewer facilities constructed under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed, but JSEWD shall not be compelled to request or accept conveyance.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for RBC by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in Group Exhibit "B", RBC must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event RBC fails to complete all requirements under this Agreement within 365 days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

3. **Connection Fees.** RBC agrees to be responsible for and pay all fees in the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. . The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event RBC does not construct the homes on the lots, then any successor in title shall be responsible for the Connection Fee at the time the building permit is issued.

4. **Additional Fees.** In addition to the Connection Fees heretofore referenced, RBC agrees to pay the full cost of sewer service to its Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

(a) RBC shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services of JSEWD and/or LFUCG in any way related to the sanitary sewer system.

(b) RBC shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and RBC agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, 802 South Main Street, Nicholasville, Kentucky (P.O. Box 731, Nicholasville, KY 40340-0731). JSEWD will calculate and bill RBC 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, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.

(c) If required, RBC shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.

(d) Pre-treatment permit fees/extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. **Lien to Secure Payment of Connection Fees and Additional Fees.** JSEWD 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 JSEWD.

6. **Sanitary Sewer and Storm Water Management Installations.** To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, RBC agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Group Exhibit "B", all on-site and off-site installations and facilities required by LFUCG and JSEWD to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary 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. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, RBC shall size, rehabilitate and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG and JSEWD to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG and JSEWD infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, RBC agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD, LFUCG and the Kentucky Division of Water as reflected in Group Exhibit "B", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph eight (8) herein for sanitary sewer systems, except that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management shall inspect and accept the storm water management installations. The foregoing improvements,

both sanitary and storm water systems, may be referred to as the "Improvements" and Group Exhibit "B" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, RBC will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. *Procedures for the Property Sewer System.* RBC agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

(a) During construction of the Improvements, LFUCG and JSEWD 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 and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by RBC. JSEWD agrees to issue a stop work order to RBC, if requested to do so in writing by LFUCG. RBC shall also provide JSEWD and LFUCG with periodic written certifications by RBC's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

(b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, RBC shall provide JSEWD and LFUCG with three (3) sets of digital (AutoCAD) of the "as-built" plans, prepared by RBC's engineer, showing the location of all installations related to the Improvements as constructed. RBC shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. RBC shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

(c) Upon completion of construction of the Improvements or any part thereof, RBC's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and 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. RBC shall provide proof satisfactory to JSEWD that all contractors,

subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system and final inspection by JSEWD and LFUCG of the Property sanitary sewer system, a letter of acceptance shall be delivered to RBC by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. **Use of Property Sanitary Sewer System.** The use of the Property sanitary 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 sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

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

(a) RBC is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. RBC 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 action on the part of RBC. This Agreement has been duly executed and delivered by RBC and constitutes the legal, valid and binding obligation of RBC 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 herein will not conflict with or result in any violation of, or default under any provision of RBC's organizational documents, or any other agreement to which RBC is a party.

(c) RBC covenants to obtain any consent, approval or authorization of any third party required in connection with RBC's execution and delivery of this Agreement or the performance by RBC of the obligations contemplated herein has been obtained.

(d) RBC has good, valid and marketable title to the Property, 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 Group Exhibit "C".

(e) RBC warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in

workmanship. RBC agrees to repair and replace, at its own expense, all of the work which may prove to be defective.

(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.

(g) RBC is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for RBC's property as described in Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "A".

11. **Easement.** RBC hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. RBC agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, RBC agrees, upon request, to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, RBC agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. RBC 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. RBC and JSEWD agree to assign to LFUCG a right of ingress and egress to the sanitary sewer system and to the Property.

12. **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"**

LFUCG Department of Environmental  
Quality and Public Works  
200 East Main Street  
Lexington, KY 40507

**With copy to:**

LFUCG Department of Law  
200 East Main Street  
Lexington, KY 40507

**"RBC"**

**RBC ENTERPRISES, LLC**  
1337 South Main  
Nicholasville, KY 40356

**"JSEWD"**

**JESSAMINE-SOUTH ELKHORN WATER DISTRICT**  
P.O. Box 731  
Nicholasville, KY 40340-0731

**With copy to:** Bruce E. Smith, Esq.  
201 South Main Street  
Nicholasville, KY 40356

13. **Indemnification.** RBC shall indemnify and reimburse JSEWD and 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 JSEWD and LFUCG as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of RBC herein; (b) any breach of or noncompliance by RBC with any covenant or agreement of RBC contained in this Agreement; (c) any negligent or wrongful act of RBC, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. **Compliance with Law.** RBC agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. RBC agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. **Exhibit Incorporation by Reference.** Exhibits A, Group B and Group C attached hereto are hereby incorporated by reference as if set out fully herein.

16. **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. RBC'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.

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

18. **Amendment/Waiver.** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any 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.



19. **Covenants Running with Land.** RBC, 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 Improvements 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, on any plat of the Property or any part thereof.

20. **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 JSEWD or 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 JSEWD, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. **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 Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court. If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

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

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

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

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

SIGANTURES APPEAR ON THE NEXT PAGE

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: *Rinda Gorton* *6/23/2020*  
ITS: MAYOR DATE

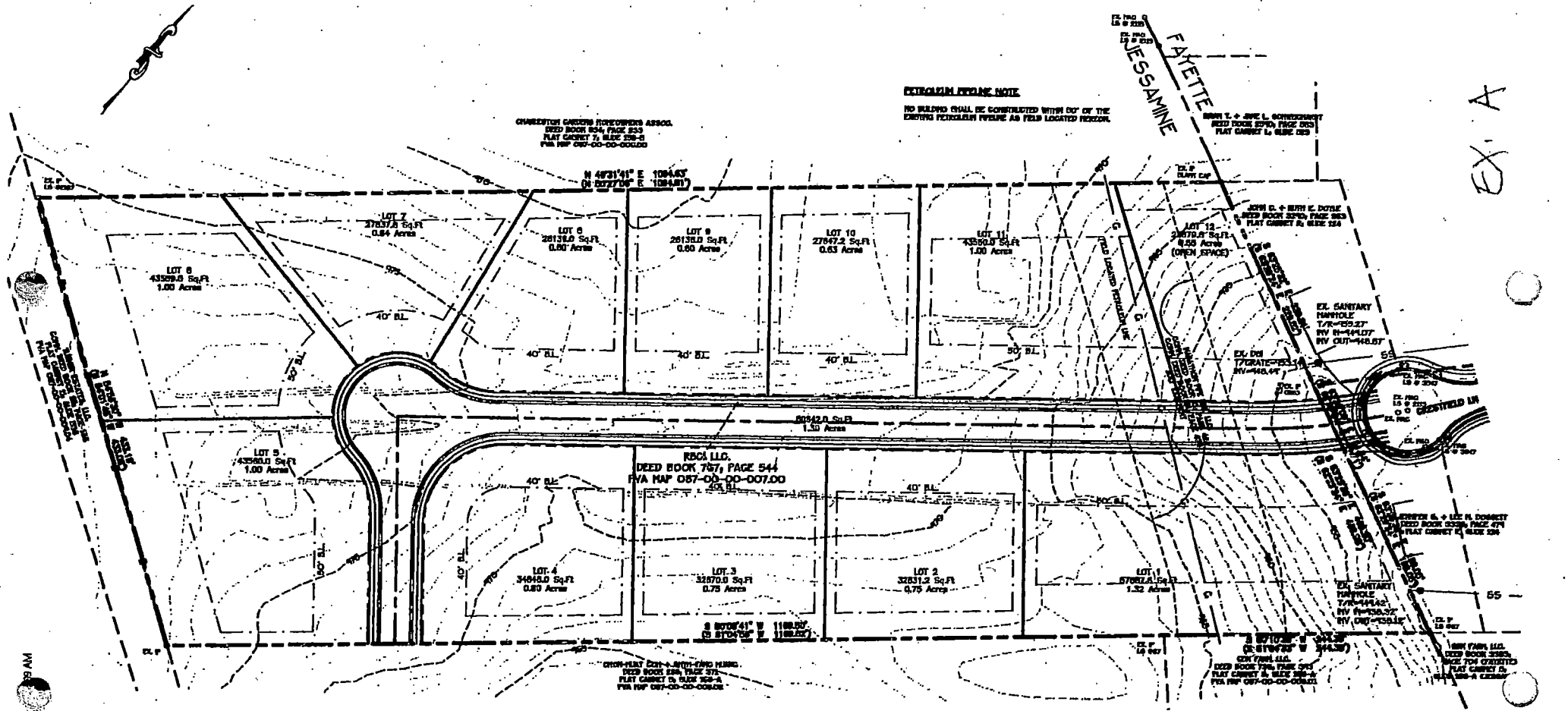
JESSAMINE-SOUTH ELKHORN  
WATER DISTRICT

BY: *Travis Stringer* *3-20-20*  
ITS: CHAIRMAN DATE

RBC ENTERPRISES, LLC

BY: *[Signature]* *3-31-20*  
ITS MEMBER DATE

EX - A



**EXTRACURRICULAR NOTE**  
NO BUILDING SHALL BE CONSTRUCTED WITHIN 60' OF THE EXISTING FENCE LINE AS FIELD LOCATED HEREON.

CHANDLER GARDENS HOMEOWNERS ASSOC.  
DEED BOOK 304, PAGE 253  
PLAT CASEY 7, BLK 228-0  
PVA MAP 067-00-00-000.00

BURN T. & JUNE L. SCHWENKER  
DEED BOOK 320A, PAGE 263  
PLAT CASEY 1, BLK 228

N 48°31'41" E 109.443'  
(2) 2077.00' E 108.481'

JOHN D. & BERRY E. DOTY  
DEED BOOK 320A, PAGE 263  
PLAT CASEY 1, BLK 228

EX. SANITARY HAVOC  
7/8"-120.22'  
RV R#-141.07  
RV CUT-148.87

EX. DR. 17' GRADE-SEPARATION  
RV #142.94

EX. DR. 17' GRADE-SEPARATION  
RV #142.94

EX. DR. 17' GRADE-SEPARATION  
RV #142.94

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RV #142.94

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RV #142.94

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RV #142.94

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RV #142.94

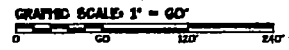
EX. DR. 17' GRADE-SEPARATION  
RV #142.94

SET BACKS	SITE STATISTICS
12000'-3500' BY LOTS	AREA OF 12-1.53 ACRES
FRONT - 60'	ZONE - R-27
REAR - 25'	TOTAL ACRES - 12.04
SIDE - 10'	TOTAL PROPOSED LOTS - 12
30000'-6300' BY LOTS	
FRONT - 40'	
REAR - 25'	
SIDE - 25'	
1 ACRE LOTS	
FRONT - 80'	
REAR - 80'	
SIDE - 25'	

**FLOOD PLAN NOTE**  
ACCORDING TO FIRM FLOOD INSURANCE RATE MAP COUNTY-PANEL NO. 2223300000 DATED DECEMBER 21, 2007, NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOODED AREA.

**RECORD READING NOTE**  
BEARINGS AND DISTANCES BROWN IN PARENTHESES ARE CALLS AS SHOWN ON PLATS OF RECORD LOCATED IN PLAT CASEY 8, BLK 228 IN THE OFFICE OF THE FAYETTE COUNTY CLERK. PLAT CASEY 10, BLK 228-A AND DEED BOOK 707, PAGE 344 IN THE OFFICE OF THE JEROME COUNTY CLERK. BEARINGS AND DISTANCES WITHOUT PARENTHESES REPRESENT FIELD MEASUREMENTS THIS SURVEY.

**LEGEND**  
EASEMENT LINE  
SETBACK LINE  
PROPERTY LINE  
SET MONUMENT  
PVC - IRON PIN w/CAP  
OTORNE - 1.5 30" OD  
EXISTING MONUMENT (AS NOTED)



CONCEPTUAL LAYOUT  
FOR THE  
**RBC, LLC. PROPERTY**  
5301 TATES CREEK ROAD  
LEXINGTON, FAYETTE COUNTY 40515  
DEED BOOK 707, PAGE 354

4001 LONGBRIDGE LANE  
LEXINGTON, KY. 40515  
**HORNE ENGINEERING, INC.**  
ENGINEERS - PLANNERS - LAND SURVEYORS  
240 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40350  
PHONE: 606-425-4441 FAX: 606-425-0360

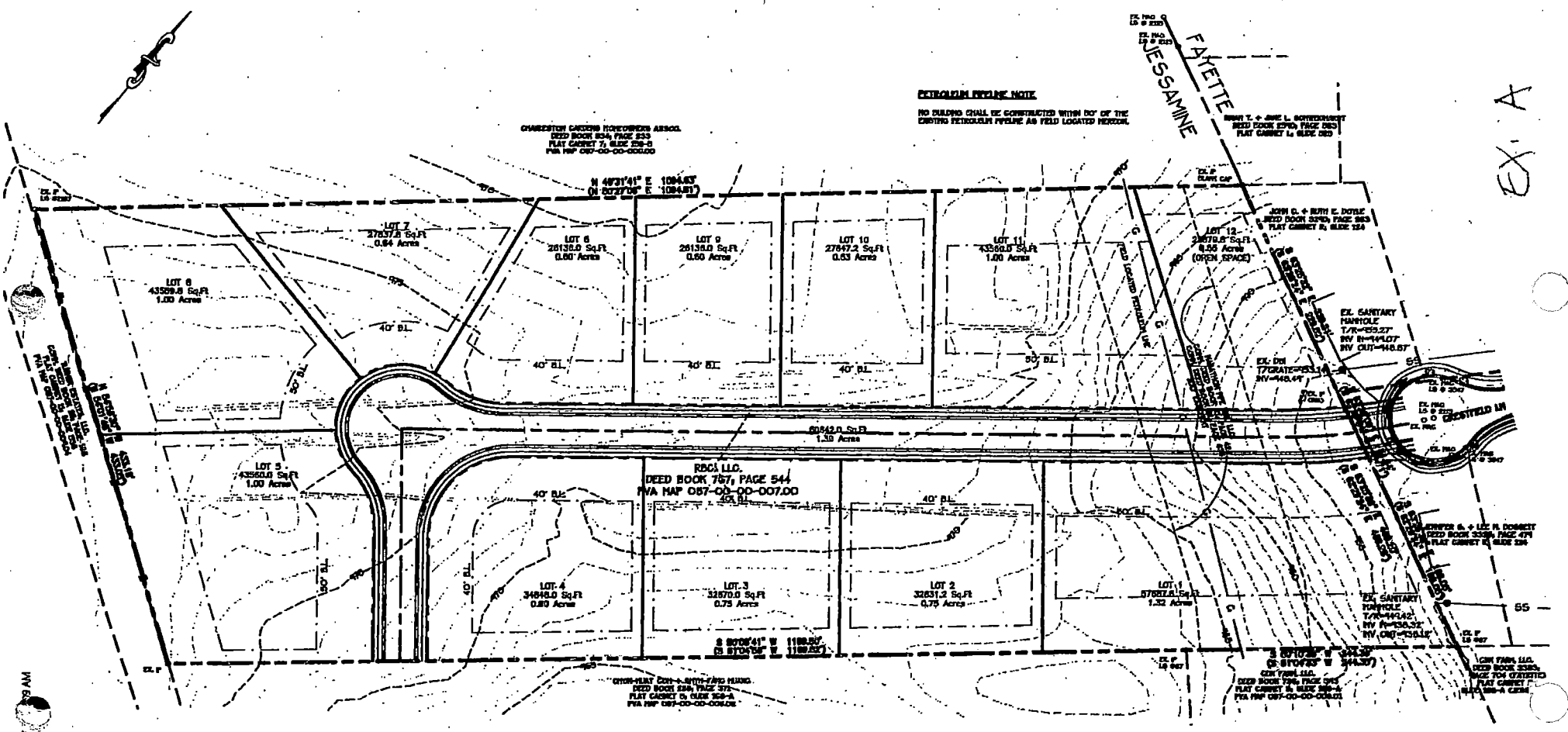
SCALE: 1" = 60' DTD. BY: CPG DTD. NOV 19-07-04205  
DWD. BY: LCH FILE# 4205/W04205 CONCEPTUAL LAYOUT.DWG  
DATE: 7-17-2018

THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER.

EX - A

WORK\W04205\W04205CONCEPTUAL\180717.dwg, Layout, 7/17/2018 9:39 AM

EX - A



**PETROLEUM FUELING NOTE**  
 NO BUILDING SHALL BE CONSTRUCTED WITHIN 50' OF THE EXISTING PETROLEUM FUELING AS FIELD LOCATED HEREON.

CHARLESTON GARDENS HOMEOWNERS ASSOC.  
 DEED BOOK 834, PAGE 233  
 PLAT CACKET 7, BLK 228-3  
 PIA MAP 087-00-00-00000

JOHN T. + JUNE L. BOYD  
 DEED BOOK 834, PAGE 233  
 PLAT CACKET 7, BLK 228-3

JOHN C. + BETH E. DORSE  
 DEED BOOK 834, PAGE 233  
 PLAT CACKET 7, BLK 228-3

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

EX. SANITARY MANHOLE  
 77+00.27  
 NY N-14107  
 NY CUT-148.87

OTHER-PLAT 008-1 WITH 7-20 PLUNG.  
 DEED BOOK 834, PAGE 375  
 PLAT CACKET 6, BLK 228-3  
 PIA MAP 087-00-00-00000

WORK\W04208\CONCEPTUAL\1\OUT\_dwg Layout, 7/27/2016 8:39 AM

**SET BACKS**  
 15,000-SQ.FT. BY LOT:  
 FRONT - 40'  
 REAR - 25'  
 TOTAL AREA - 8104  
 TOTAL IMPROVED LOTS - 12

**30,000-SQ.FT. BY LOT:**  
 FRONT - 40'  
 REAR - 25'  
 SIDE - 30'

**1 ACRE LOTS:**  
 FRONT - 80'  
 REAR - 80'  
 SIDE - 25'

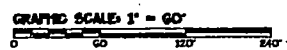
**SITE STATISTICS**  
 AREA OF 1/4 - 1.39 ACRES  
 2296 - R-27  
 TOTAL AREA - 8104  
 TOTAL IMPROVED LOTS - 12

**FLOOD PLAN NOTE**  
 ACCORDING TO FEMA FLOOD INSURANCE RATE MAP  
 COMMUNITY-FIRM NO. 8115300000 DATED DECEMBER 21,  
 2017, NO PORTION OF THE SUBJECT PROPERTY IS LOCATED  
 WITHIN A FLOOD PLAIN.

**BOUNDARY BEARING NOTE**  
 BEARINGS AND DISTANCES SHOWN IN PARENTHESES ARE CALLS AS  
 SHOWN ON PLATS OF RECORD LOGGED IN PLAT BOOK 834, BLK  
 228 IN THE OFFICE OF THE FAYETTE COUNTY CLERK, FAYETTE  
 COUNTY, KY. AND DEED BOOK 707, PAGE 544 IN THE OFFICE OF  
 THE JEFFERSON COUNTY CLERK, BEARINGS AND DISTANCES WITHOUT  
 PARENTHESES REPRESENT FIELD MEASUREMENTS THIS SURVEY.

**LEGEND**

- EASEMENT LINE
- SETBACK LINE
- PROPERTY LINE
- SET MONUMENT
- F+G - IRON PIN W/CAP
- CHORNE - 1.5 3/8" Ø
- EXISTING MONUMENT (AS NOTED)



**CONCEPTUAL LAYOUT**  
 FOR THE  
**RBC, LLC. PROPERTY**  
 5301 TATES CREEK ROAD  
 LEXINGTON, FAYETTE COUNTY, KY 40515  
 DEED BOOK 707, PAGE 544

**HORNE ENGINEERING, INC.**  
 ENGINEERS - PLANNERS - LAND SURVEYORS  
 215 SOUTH MAIN STREET - NICHOLASVILLE, KY 40326  
 PHONE: 606-426-4143 FAX: 606-426-5360

SCALE: 1" = 60' DWG. NO: 18-07-04208  
 DATE: 7-27-2016 CRD. BY: LCH FILE: G:\SCCS\WORK\W04208\W04208 CONCEPTUAL\1\OUT.DWG

THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER.

EX - A

CONSTRUCTION PLANS

# THE RESERVE AT TATES CREEK UNIT 2

JESSAMINE COUNTY, KENTUCKY

**AUGUST 2019**

OWNER/DEVELOPER

**RBC, LLC.**

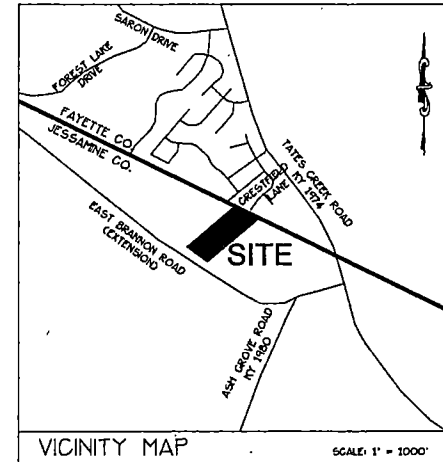
4609 LONGBRIDGE LANE  
LEXINGTON, KY 40515

## HORNE ENGINEERING, INC.

ENGINEERS - PLANNERS - LAND SURVEYORS

216 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356

(859) 885-9441 FAX (859) 885-5160



PLANNING COMMISSION APPROVAL

I hereby certify that these construction plans were approved by the Jessamine County - City of Wilmore Joint Planning Commission at their regular meeting held on \_\_\_\_\_, 20\_\_.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Chairman

### INDEX

PRELIMINARY PLAT _____	A
ROADWAY PLAN AND PROFILE _____	1
STORM PROFILES & DETAILS _____	2
SANITARY PROFILE & UTILITY PLAN _____	3
LANDSCAPE, EROSION AND SEDIMENT CONTROL PLAN _____	4
SANITARY SEWER STANDARD DETAILS _____	5
SANITARY SEWER STANDARD DETAILS _____	6



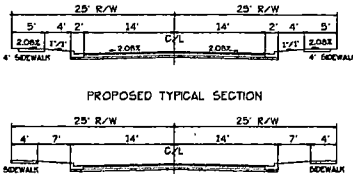
GROUP-B

**SITE STATISTICS**

TOTAL AREA 11.04 ACRES  
 NUMBER OF LOTS 11  
 MIN. LOT SIZE 0.55 ACRES  
 AREA OF LOTS 9.65 ACRES  
 AREA OF R/W 1.39 ACRES  
 ZONE: R-1V

**MINIMUM SETBACKS**

ZONE R-1V  
 19,000-43,599 SF LOTS  
 FRONT YARD 40 FT  
 REAR YARD 25 FT  
 SIDE YARD 10 FT  
 1 ACRE LOTS  
 FRONT YARD 50 FT  
 REAR YARD 50 FT  
 SIDE YARD 12 FT



PROPOSED TYPICAL SECTION

EXISTING TYPICAL SECTION - CRESTFIELD LANE

**LOT DISTRIBUTION**

TOTAL LOTS 11  
 1 ACRE LOTS 4 (36.36%)  
 10,000-24,999 SF LOTS 3 (27.27%)  
 30,000-43,599 SF LOTS 4 (36.36%)

PER SECTION 3.244(6) - ANY PORTION OF A LOT SIZE CATEGORY NOT USED CAN BE TRANSFERRED TO ANY LARGER LOT SIZE CATEGORY.

**RECORD BEARING NOTE**

BEARINGS AND DISTANCES SHOWN IN PARENTHESES ARE CALLS AS SHOWN ON PLATS OF RECORD LODGED IN PLAT CABINET R, SLIDE 124 IN THE OFFICE OF THE FAYETTE COUNTY CLERK, PLAT CABINET S, SLIDE 168-A AND DEED BOOK 767, PAGE 544 IN THE OFFICE OF THE JESSAMINE COUNTY CLERK. BEARINGS AND DISTANCES WITHOUT PARENTHESES REPRESENT FIELD MEASUREMENTS THIS SURVEY.

**PARKING NOTE**

ALL LOTS SHALL PROVIDE FOR FOUR(4) OFF STREET PARKING SPACES PER SECTION 3.244(7) OF THE ZONING ORDINANCE OF JESSAMINE COUNTY. THESE SPACES MAY INCLUDE GARAGE AND/OR DRIVEWAYS.

**PLAT REFERENCES**

DEED BOOK 767, PAGE 544  
 PLAT CABINET R, SLIDE 124  
 PLAT CABINET S, SLIDE 168-A  
 PLAT CABINET T, SLIDE 168-A

**FLOOD PLAN NOTE**

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP COMPLEY-PANEL NO. 21113C0000 DATED DECEMBER 21, 2017, NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD PLAN.

**OPEN SPACE**

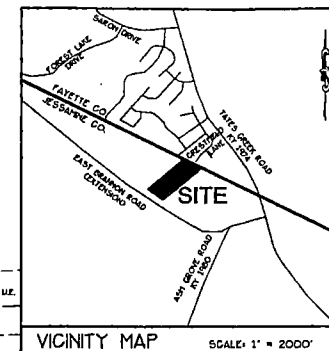
THE OPEN SPACE CONSISTING OF 0.55 AC AS SHOWN HEREON SHALL BE OWNED AND MAINTAINED BY THE RESERVE - TATES CREEK UNIT 2. HOMEOWNERS ASSOCIATION.

**LANDSCAPING**

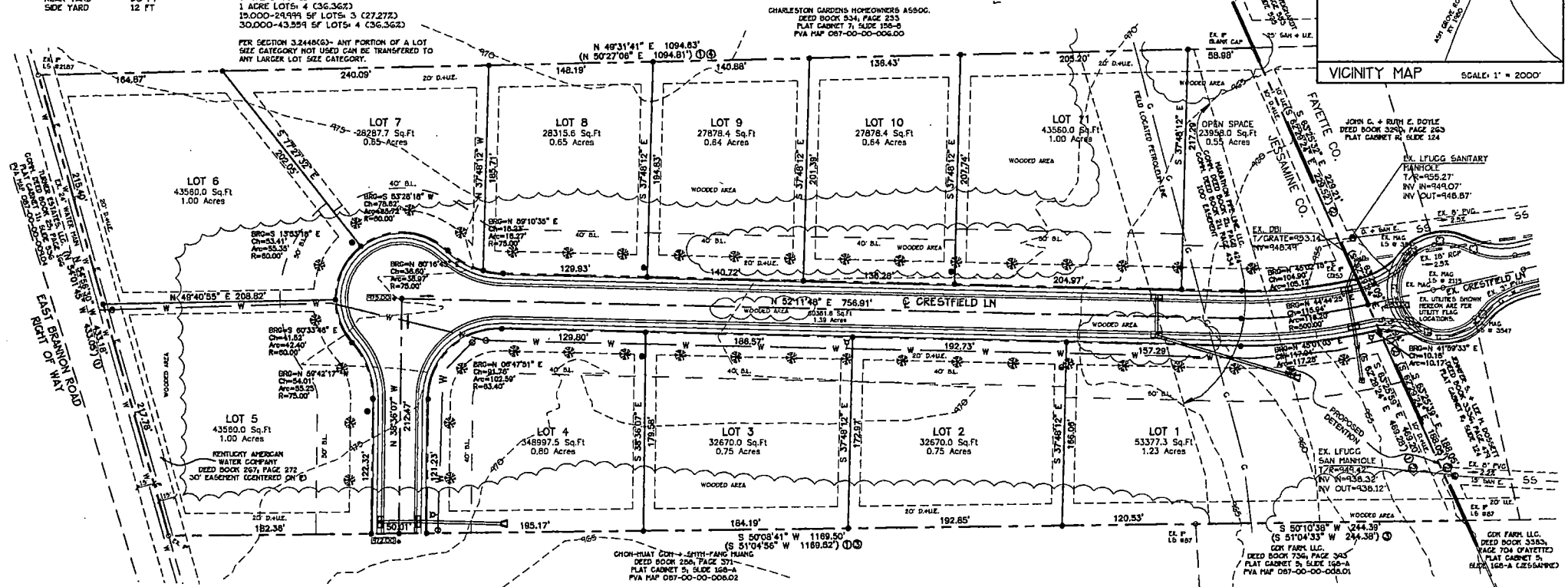
THE JESSAMINE COUNTY FISCAL COURT WILL NOT BE RESPONSIBLE FOR LANDSCAPING MAINTENANCE WITHIN THE RIGHT-OF-WAY.

**PETROLEUM PIPELINE NOTE**

PURSUANT TO TERMS OF THE EASEMENT FOR THE PETROLEUM PIPELINE SHOWN HEREON, NO BUILDING SHALL BE CONSTRUCTED WITHIN 50' LF OF THE PIPELINE AS CONSTRUCTED.



VICINITY MAP SCALE: 1" = 2000'



**EROSION CONTROL NOTE**

NO GRADING, STREPPING, FILLING OR OTHER DISTURBANCE OF THE NATURAL GROUND SHALL TAKE PLACE PRIOR TO THE APPROVAL OF AN EROSION CONTROL PLAN.

**EASEMENT NOTE**

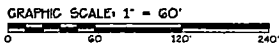
THERE IS HEREON, UNLESS OTHERWISE NOTE, A 20' D+U.E. CENTERED ON EACH SIDE LOT LINE AND EACH REAR LOT LINE. EASEMENTS ALONG ROW ARE 20' DRAINAGE AND UTILITY EASEMENTS.

**STREET TREE NOTE**

STREET TREES SHALL CONSIST OF 2" CALIPER HARDWOOD TREES \* 50' O/C TO BE PLANTED 20' OFF R/W. VARIETIES TO BE SELECTED FROM THE APPROVED PLANT LIST IN THE JESSAMINE COUNTY SUBDIVISION REGULATIONS.

**FENCING NOTE**

IN ACCORDANCE WITH RRS 256, ALL OWNERS OF PARCELS ADJOINING AN AGRICULTURAL USE, SHALL BE RESPONSIBLE FOR ONE-HALF (1/2) THE COST OF THE CONSTRUCTION AND MAINTENANCE OF A BOUNDARY FENCE.



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF THE SUBDIVISION WITH MY (OUR) FREE CONSENT. ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS AND WALKS TO PUBLIC USE AND TO DEDICATE ALL PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS SHOWN IN ACCORDANCE WITH THE JESSAMINE COUNTY-CITY OF WILMORE SUBDIVISION REGULATIONS.

SIGNATURE OF OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
 PRINTED NAME OF OWNER \_\_\_\_\_

**CERTIFICATION OF AVAILABILITY OF SEWAGE SERVICES**

I HEREBY CERTIFY THAT JESSAMINE SOUTH ELKHORN WATER DISTRICT SHALL SUPPLY THE RESERVE AT TATES CREEK UNIT 2 WITH SEWAGE DISPOSAL SERVICES AND THE SEWAGE DISPOSAL SYSTEM OF SAID SUBDIVISION MEETS THE REQUIREMENTS OF THIS AGENCY AND ALL OTHER REQUIREMENTS FOR THE PROPER DISPOSAL OF SEWAGE.

SIGNATURE OF ENGINEER OF AGENCY \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF ROADWAY SYSTEM**

I HEREBY CERTIFY THAT THE ROADWAY LOCATIONS AND CROSS-SECTIONS PROPOSED TO BE CONSTRUCTED IN THE SUBDIVISION SHOWN HEREON MEET THE CRITERIA OF THE JESSAMINE COUNTY ROAD DEPARTMENT.

COUNTY ROAD ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATE OF AVAILABILITY OF WATER SUPPLY**

I HEREBY CERTIFY THAT KENTUCKY AMERICAN WATER COMPANY SHALL SUPPLY THE RESERVE AT TATES CREEK UNIT 2 WITH SERVICES AND THAT THE WATER DISTRIBUTION SYSTEM OF SAID SUBDIVISION MEETS THE REQUIREMENTS OF THIS AGENCY AND ALL OTHER REQUIREMENTS FOR THE PROPER DISTRIBUTION OF WATER.

AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**PROHIBITED TRANSACTIONS**

THIS PLAT CANNOT BE USED FOR THE SALE OF THE PROPERTY DEPICTED HEREON UNTIL A FINAL PLAT OF SAID HAS BEEN RECORDED.

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_  
 PRINTED NAME OF APPLICANT \_\_\_\_\_

**LEGEND**

- EASEMENT LINE
- SETBACK LINE
- - - EXISTING WATER LINE
- - - PROP. WATER LINE
- - - EXISTING GAS LINE
- EXISTING MONUMENT (AS NOTED)
- PROP. MON (CSP+O OR SRKS)
- PROP. GATE VALVE
- PROP. FIRE HYDRANT
- PROP. WATER METER
- PROP. TREE

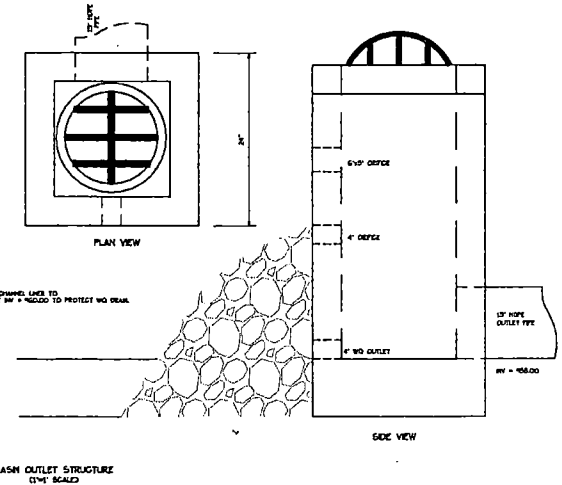
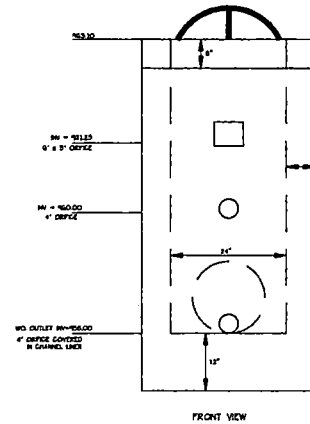
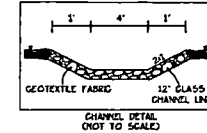
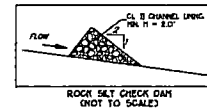
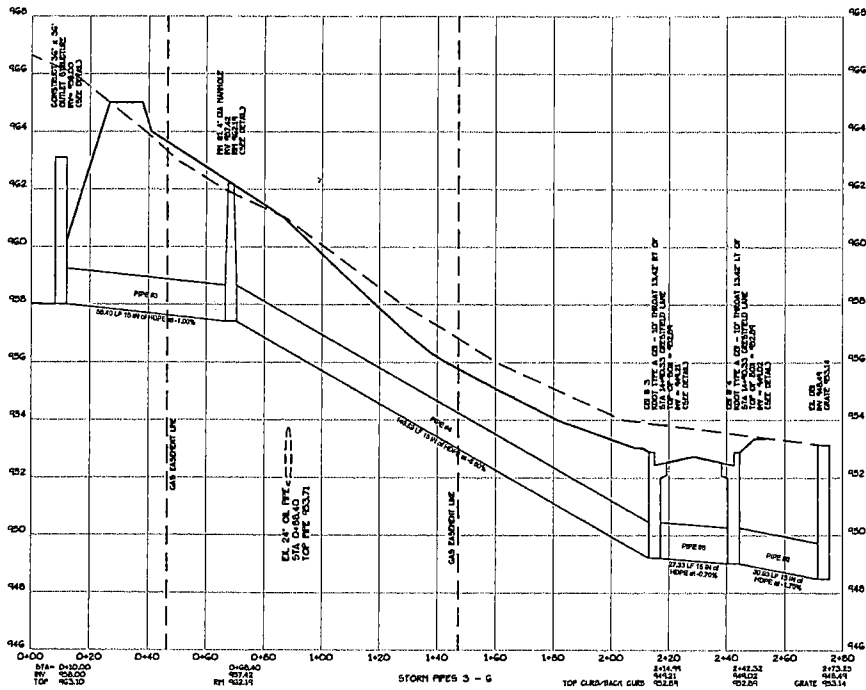
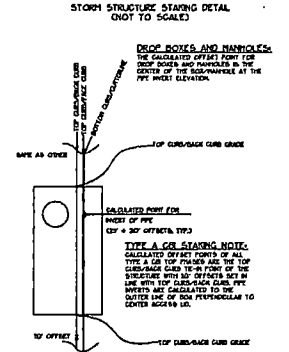
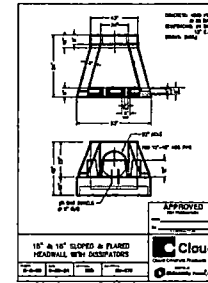
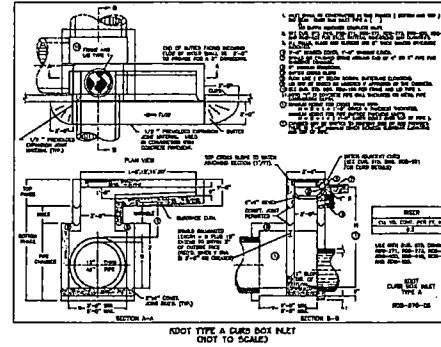
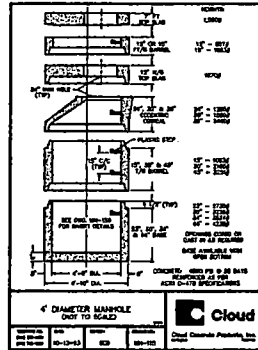
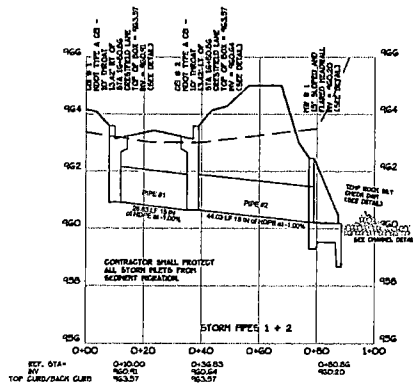
PRELIMINARY PLAT  
**THE RESERVE AT TATES CREEK**  
 UNIT 2  
 JESSAMINE COUNTY, KENTUCKY

OWNER/DEVELOPER  
 RBC, LLC.  
 4604 LONGBRIDGE LANE  
 LEXINGTON, KY. 40519  
 TITLE SOURCE  
 DEED BOOK 767, PAGE 544  
**HORNE ENGINEERING, INC.**  
 ENGINEERS - PLANNERS - LAND SURVEYORS  
 216 SOUTH MAIN STREET - NICHOLASVILLE, KY. 40356  
 PHONE: (606) 885-9441 FAX: (606) 885-9160

SCALE: 1" = 60' DWG. BY: CDG DWG. NO: 18-08-04208  
 DATE: 8-13-2018 CRD. BY: LCH FILE: Q:\SCCES\WORK\1804208\1804208 PRELIM PLAT.DWG

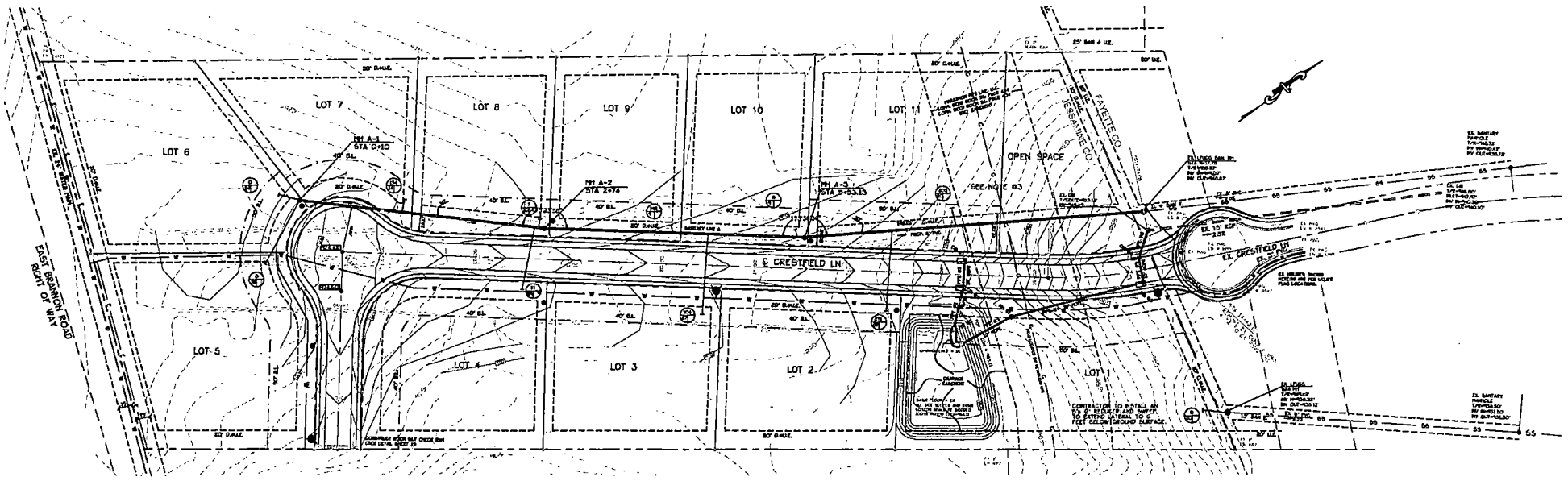
THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER.





NO.	REVISIONS	BY	DATE	DES	DATE	SCALE	PROJECT	ENGINEER	STATION	SHEET
1	NOTES PER LURIG COMMENTS	CDG	8/20/19	DRM	CDG	V-2	THE RESERVE AT TATES CREEK UNIT 2	HORNE ENGINEERING, INC.		STORM PROFILES + DETAILS
2	NOTES PER SHINE COMMENTS	CDG	7/26/19	CHK	LCR	H=2D	RBC, LLC.	ENGINEERS - PLANNERS - LAND SURVEYORS		
				APPD			JESSAMINE COUNTY, KY	216 SOUTH MAIN STREET - HIGHLANDVILLE, KY 40036		2 OF 6





GRAPHIC SCALE: 1" = 50'

MARKER	COORDINATES
STATION 1	1000.000 1000.000
STATION 2	1000.000 1000.000
STATION 3	1000.000 1000.000
STATION 4	1000.000 1000.000
STATION 5	1000.000 1000.000
STATION 6	1000.000 1000.000
STATION 7	1000.000 1000.000
STATION 8	1000.000 1000.000
STATION 9	1000.000 1000.000
STATION 10	1000.000 1000.000
STATION 11	1000.000 1000.000
STATION 12	1000.000 1000.000
STATION 13	1000.000 1000.000
STATION 14	1000.000 1000.000
STATION 15	1000.000 1000.000
STATION 16	1000.000 1000.000
STATION 17	1000.000 1000.000
STATION 18	1000.000 1000.000
STATION 19	1000.000 1000.000
STATION 20	1000.000 1000.000

**NOTES**

1. CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES AND TAKE NECESSARY STEPS TO PROTECT SAME.
2. WATERLINE SHOWN HEREON IS CONCEPTUAL. FINAL WATERLINE DESIGN TO BE COMPLETED SEPARATELY BY KENTUCKY AMERICAN WATER COMPANY.
3. ALL WORK WITHIN AND NEAR PARATHION PPE LINE EASEMENT SHALL BE DONE IN ACCORDANCE WITH LICENSING AGREEMENT BETWEEN RBC, LLC AND PARATHION PPE LINE, LLC AND IN REFERENCE TO THE PROPERTY DEVELOPMENT SPECIFICATIONS MANUAL OF PARATHION PPE LINE, LLC. THIS CONTRACTOR SHALL NOTIFY PARATHION PPE LINE, LLC, RBC, LLC AND THE ENGINEER.

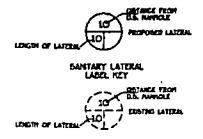
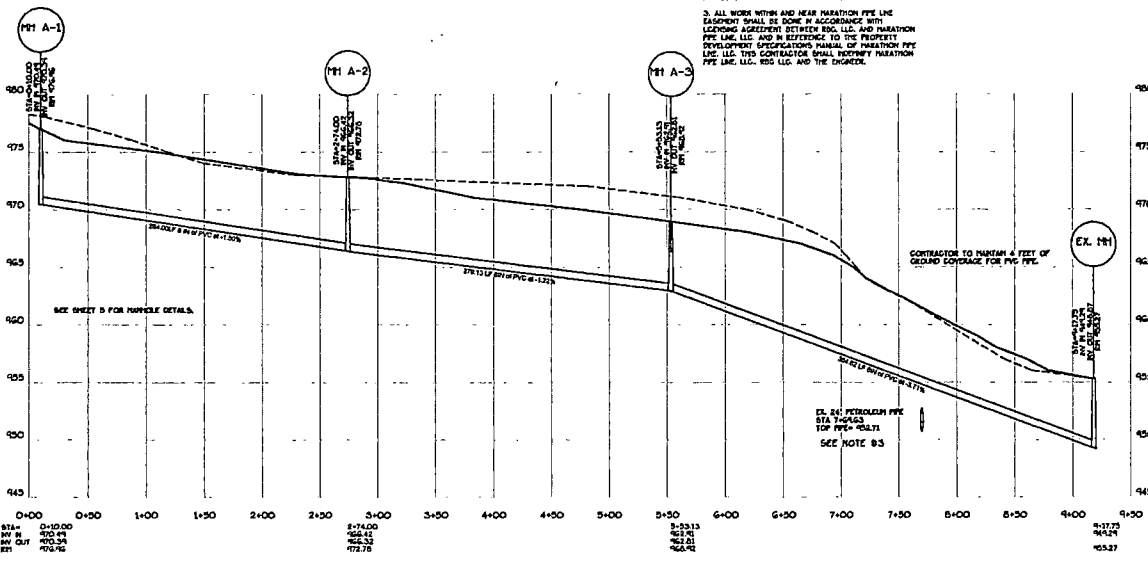
**UTILITY PROVIDERS**

- GAS**  
 COLUPISA GAS  
 8000 PEEPLES ROAD, LEXINGTON, KY 40511  
 (502) 434-7543
- ELECTRIC**  
 KENTUCKY UTILITIES  
 ONE QUALITY SQUARE, LEXINGTON, KY 40507  
 (502) 461-0600
- WATER**  
 KENTUCKY AMERICAN WATER COMPANY  
 2300 PEEPLES ROAD, LEXINGTON, KY 40502  
 (502) 559-1336
- SANITARY SEWER**  
 JESSAMINE SOUTH FLEXIBLE WATER DISTRICT  
 402 S. FOUR STREET, WINDYHOLMVILLE, KY 40356  
 (502) 581-0294
- TELEPHONE**  
 SPECTRUM  
 130 W. NEW GREECE ROAD, SUITE 110  
 LEXINGTON, KY 40503  
 (502) 251-4330
- CABLE**  
 THE HANCOCK GROUP  
 2400 WINDYHOLMVILLE ROAD, LEXINGTON, KY 40503  
 (502) 574-5388
- HYDROLOGIC PPE LINE**  
 PARATHION PPE LINE, LLC  
 326 S. FOUR STREET  
 FLOYD, OH 43140  
 (614) 588-8058

**B.U.D.**  
 BUREAU OF UNDERGROUND UTILITIES  
 1000 S. MAIN STREET, LEXINGTON, KY 40502  
 (502) 251-4330

KENTUCKY UNDERGROUND PROTECTION INC.  
 1000 S. MAIN STREET, LEXINGTON, KY 40502  
 (502) 251-4330

ENGINEERS - PLANNERS - LAND SURVEYORS  
 216 SOUTH MAIN STREET - WINDYHOLMVILLE, KY 40356  
 (502) 585-9441 FAX (502) 585-5160



**LEGEND**

---	PROPERTY LINE	---	PROP. LOT LINE
---	EASEMENT LINE	---	SETBACK LINE
---	CONTOUR LINE	---	EX. GAS LINE
○	EXISTING REMAINT GAS NOTED	○	PROP. SANITARY
●	PROPOSED REMAINT	○	EX. SANITARY
□	PROP. STORM STRUCTURES	●	PROP. SANITARY MANHOLE
		●	PROP. WATER PETER COUPLED
		●	PROP. WATER PETER CINGLED



NO.	REVISIONS	BY	DATE	DES	DATE	SCALE
1	NOTES PER LPLUG COMMENTS	GDG	5/20/19	DRN	GDG	AUGUST 2019
2	NOTES PER S4WE COMMENTS	GDG	7/26/19	DRN	GDG	V=5 H=50
				APPD		

**THE RESERVE AT TATES CREEK UNIT 2**  
**RBC, LLC.**  
 JESSAMINE COUNTY, KY

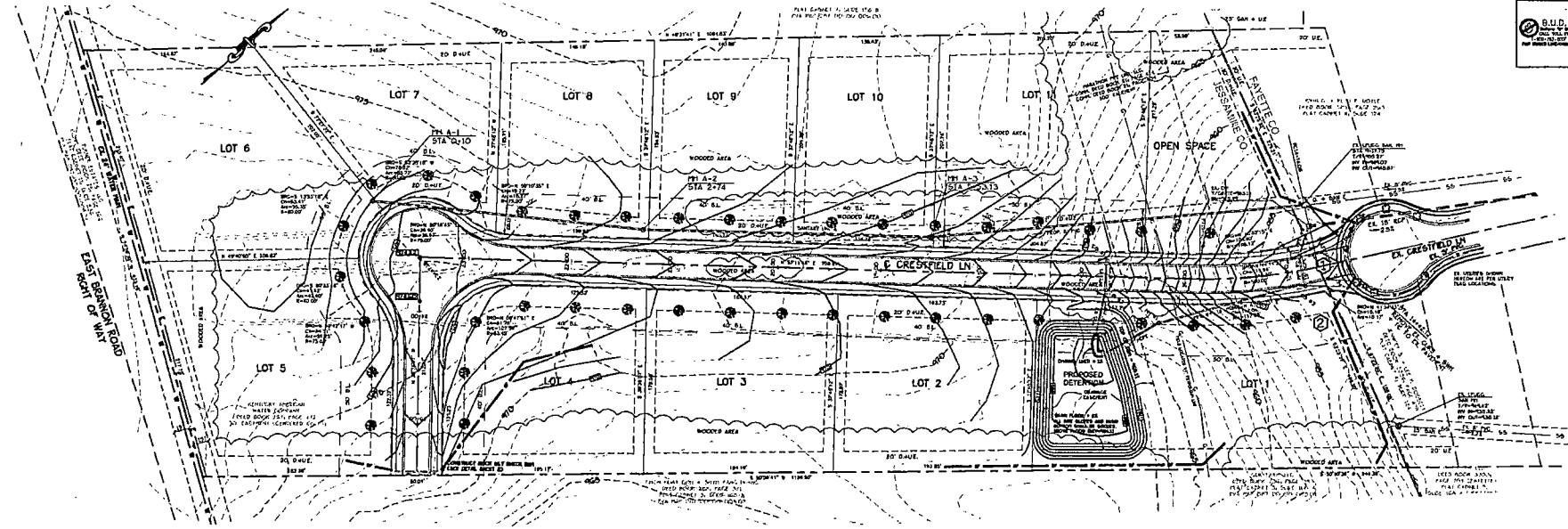
**HORNE ENGINEERING, INC.**  
 ENGINEERS - PLANNERS - LAND SURVEYORS  
 216 SOUTH MAIN STREET - WINDYHOLMVILLE, KY 40356  
 (502) 585-9441 FAX (502) 585-5160

**SANITARY PROFILE AND UTILITY PLAN**

**SHEET**  
 3 OF 6

**B.U.D.**  
 BUREAU OF UNDERGROUND UTILITIES  
 1000 N. 10TH ST.  
 SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 WWW.BUD-CO.COM

IDENTIFY UNDERGROUND PROTECTION INC.  
 IDENTIFY EXISTING UNDERGROUND UTILITIES  
 TO ALL ENGINEERS OF PROJECT DESIGNING.  
 CALL 1-800-767-4667 FOR A LOCATION REQUEST  
 AND DETERMINE THAT ALL UTILITIES ARE IDENTIFIED  
 BY THE BUREAU OF UNDERGROUND UTILITIES.



**EROSION CONTROL NOTES**

1. SEQUENCE OF WORK ON THIS PROJECT WILL BE PARTLY DEPENDENT ON CONTRACTOR'S DETERMINATION.
2. THE USE OF EXPOSURE FROM TO PERMANENT VEGETATIVE COVER MAY VARY, HOWEVER, EXPOSED VEGETATION CONTROL SHOULD BE IN PLACE AND MONITORED AT ALL TIMES. EXPOSED AREAS SHALL RECEIVE A TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS OF REACHING TEMPORARY GRADE AND A PERMANENT VEGETATIVE COVER WITHIN 30 DAYS OF REACHING FINAL GRADE.
3. UPON ESTABLISHMENT OF FINAL GRADES, ADDITIONAL CONTROLS MAY BE NECESSARY TO CONTROL EROSION AND SEDIMENT NEARBY WITHIN THE SITE. CONTROLS TO BE NEAR RESPONSIBILITY FOR SUCH MEASURES.
4. ALL POINTS OF ENTRY TO THE STORM WATER COLLECTION SYSTEM SHALL BE PROTECTED FROM SEDIMENT LOADING BY UTILIZATION OF Silt CONTROL MEASURES CONSISTING OF Silt FENCES, Silt Docks AND/OR OTHER APPROPRIATE CONTROLS.
5. IF GRADING OCCURS DURING WINTER MONTHS, THE USE OF WINTER WHEAT OR OTHER RECOMMENDED SEED SHOULD BE CONSIDERED. SEE R.F.D. CHAPTER 4, SECTION 1 FOR DETAILED REQUIREMENTS.
6. WHEN MEASURAL CONDITIONS PREVENT THE APPLICATION OF TEMPORARY OR PERMANENT SEEDING, NON-VEGETATIVE SOIL STABILIZATION PRACTICES SUCH AS MULCHING AND MATTING SHALL BE USED UNTIL SUCH TIME AS CONDITIONS PERMIT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ALL STORM SEWERS CLEANED OF Silt AND DEBRIS AND FUNCTIONING PROPERLY.
8. SEEDING IS THE CONTRACTOR'S RESPONSIBILITY. PERMANENT REVEGETATION SHALL CONSIST OF A TRIPLE BUNCH OF THE LARRY TUSOCK WITH SOIL PREPARATION. THE 10-10-10 FERTILIZER SHALL BE APPLIED AT A RATE OF 600/LB/AC. CONTRACTOR SHALL TAKE WHATEVER MEASURES NECESSARY TO GUARANTEE AN ACCEPTABLE STAND OF GRASS. THE REMOVAL OF BRUSHES SHALL BE WHEN VEGETATION IS ESTABLISHED WITH A GRASS COVER OF 20% AND NO SARE PATCHES GREATER THAN 2 SQUARE FEET.
9. CONTRACTOR SHALL SUBMIT THE NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGE TO THE RESIDENTIAL DIVISION OF WATER AND SHALL FULFILL ALL REQUIREMENTS. COPY OF APPROVED PERMIT SHALL BE FORWARDED TO ENGINEER AND JESSAMINE COUNTY PLANNING COMMISSION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING SEDIMENT FROM DRIFTING OFF-SITE DURING AND POST CONSTRUCTION THROUGH WHATEVER MEANS NECESSARY. THIS MAY INCLUDE SOIL STABILIZATION AND/OR OTHER FORMS OF SEDIMENT CONTROL. ANY SEDIMENT OBTAINED THROUGH PREVENTIVE MEASURES SHALL BE CLEANED OFF IN ACCORDANCE WITH GENERAL STORM WATER PERMIT.
11. EROSION CONTROL DRAINAGE SYSTEM IS REQUIRED AT A MINIMUM AND THE ENGINEER HAS THE AUTHORITY TO REQUIRE ADDITIONAL MEASURES AS DEEMED NECESSARY DURING CONSTRUCTION.
12. VEGETATIVE MATTERS SHALL BE STABILIZED BY THE CONTRACTOR. METHODS ARE AT THE DISCRETION OF THE CONTRACTOR AND MAY INCLUDE BUT ARE NOT NECESSARILY LIMITED TO SEEDING AND PLANTING. EROSION CONTROL MATS, Silt Docks AND/OR Silt DOCK.
13. TOPSOIL STOCKPILES THAT ARE NOT BEING UTILIZED FOR A PERIOD OF 30 DAYS TO BE SURROUNDED BY Silt FENCES, REVEGETATED AND PLACED WHERE SOIL EROSION NEARBY IS CONTROLLED.

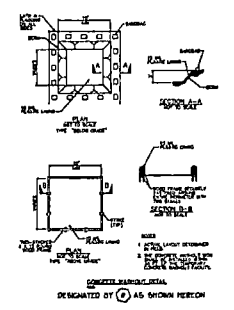
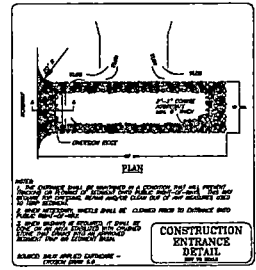
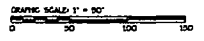
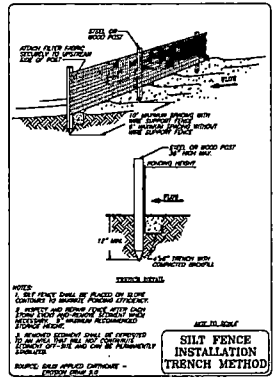
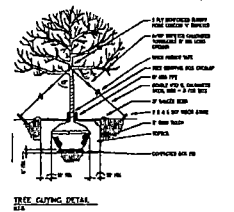
**LANDSCAPE NOTES**

1. CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES AND TAKE NECESSARY STEPS TO PROTECT SAME.
2. ANY DAMAGES TO PLANT SPECIES OR PLANT LOCATION SHALL BE UNACCEPTABLE WITHOUT SUFFICIENT PRIOR APPROVAL OF THE PLANNING COMMISSION.
3. ALL UNGRADED AREAS NOT PLANTED WITH OTHER TYPES OF COVERCROPPING SHALL BE REEDED FOR GRASS IN ACCORDANCE WITH THE JESSAMINE COUNTY LANDSCAPING ORDINANCE.
4. EXISTING PLANTS ARE NOT TO BE DISTURBED. IF NECESSARY CONTRACTOR IS RESPONSIBLE FOR REPLACING DAMAGED PLANTS.
5. ALL INTERIOR TREES OR THOSE LOCATED IN SITE TRAMPLES SHALL HAVE A MINIMUM OF 5 FT. CLEARANCE BELOW THE LOWEST BRANCHES.
6. STREET TREES SHALL BE PLANTED AT 30 FEET ON CENTERS 20 FEET FROM THE R.G.W.

**PLANT SCHEDULE**

SYMBOL	COMMON NAME (SCIENTIFIC NAME)	SIZE	QUANTITY	SPACING
	SMALL TREE (LARGE BUCKLEBUSH) RED OAK (QUERCUS RUBRA)	8"	40	50' OC

NOTE: TREE HEIGHTS AND SPACING BASED ON QUALITY AT THE TIME OF PLANTING. ALL TREES SHALL BE IN ACCORDANCE WITH SECTION 8.06 OF THE JESSAMINE COUNTY ZONING ORDINANCE.



**LEGEND**

--- PROPERTY LINE	--- PROP. LOT LINE
--- EASEMENT LINE	--- SETBACK LINE
--- CONTOUR LINE	--- EX. GAS LINE
--- SALT FENCE	--- PROP. SANITARY
--- PROP. STORM STRUCTURES	--- PROP. SANITARY MANHOLE

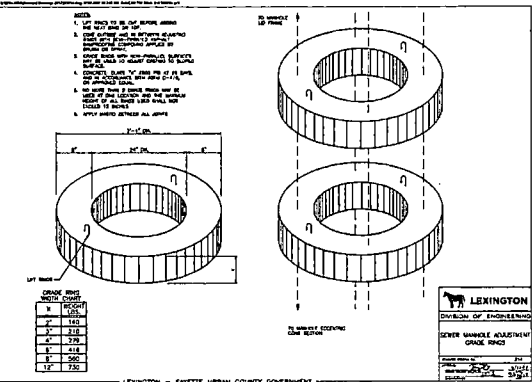
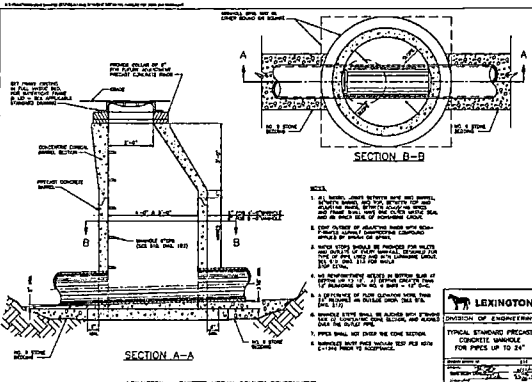
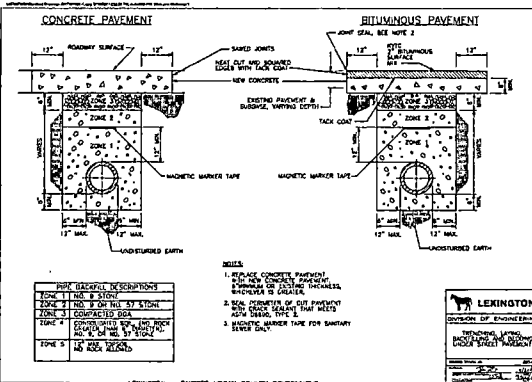
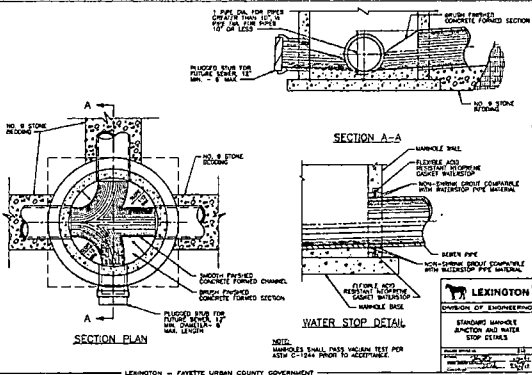
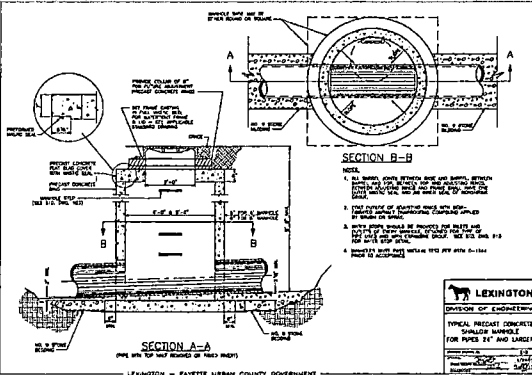
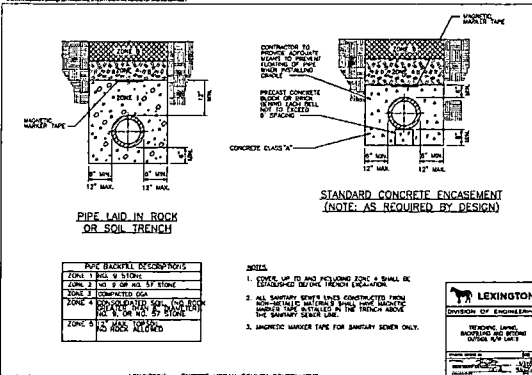
NO.	REVISIONS	BY	DATE	DES	DATE	SCALE
1	NOTES PER LULUG COMMENTS	CDG	5/20/19	DRN	CDG	AUGUST 2019
2	NOTES PER SHM COMMENTS	CDG	7/26/19	DRK	LOM	
				APPD		

**THE RESERVE AT TATES CREEK UNIT 2**  
 RBC, LLC  
 JESSAMINE COUNTY, KY

**HORNE ENGINEERING, INC.**  
 ENGINEERS - PLANNERS - LAND SURVEYORS  
 215 SOUTH MAIN STREET - NICHOLASVILLE, KY 40336  
 (605) 585-7441 FAX (605) 585-5160

**LANDSCAPE, EROSION + SEDIMENT CONTROL PLAN**

SHEET  
 4 OF 6



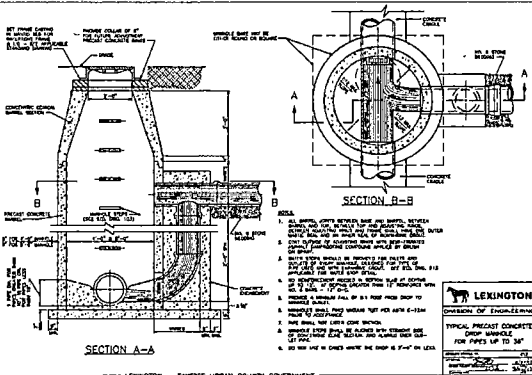
**TABLE OF MAXIMUM ALLOWABLE FILL HEIGHTS (ONE LOAD NOT INCLUDED)**

DIAMETER (INCHES)	DIVULTE IRON PIPE	POLYETHYLENE GLYCOL (PE) PIPE
6	25	15
8	20	13
10	20	13
12	20	13
14	20	13
16	20	13
18	20	13
20	18	13
21	17	13
24	17	13
27	14	13
30	14	13
36	13	13
42	13	13
48	13	13

**NOTES:**

1. ALL SANITARY SEWER LINES CONSTRUCTED USING PRECAST CONCRETE SHALL BE INSTALLED WITH 180 DEGREE MAGNETIC MARKER TAPE FOR SANITARY SEWER ONLY.
2. ALL SANITARY SEWER LINES CONSTRUCTED USING PRECAST CONCRETE SHALL BE INSTALLED WITH 180 DEGREE MAGNETIC MARKER TAPE FOR SANITARY SEWER ONLY.

**LEXINGTON**  
DIVISION OF ENGINEERING  
DIVISION OF ENGINEERING  
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DIVISION OF ENGINEERING



**GENERAL NOTES**

1. EXPOSED MANHOLE TOP CONSTRUCTION SHALL BE AS SHOWN IN THIS SHEET.
2. ALL DIMENSIONS ARE BASED ON SIZE OF EXPOSED PIPE UNLESS NOTED OTHERWISE.
3. UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE TO FACE UNLESS NOTED OTHERWISE.
4. EXPOSED MANHOLE TOP CONSTRUCTION SHALL BE AS SHOWN IN THIS SHEET.
5. EXPOSED MANHOLE TOP CONSTRUCTION SHALL BE AS SHOWN IN THIS SHEET.
6. EXPOSED MANHOLE TOP CONSTRUCTION SHALL BE AS SHOWN IN THIS SHEET.
7. EXPOSED MANHOLE TOP CONSTRUCTION SHALL BE AS SHOWN IN THIS SHEET.
8. EXPOSED MANHOLE TOP CONSTRUCTION SHALL BE AS SHOWN IN THIS SHEET.

**SPECIFICATIONS**

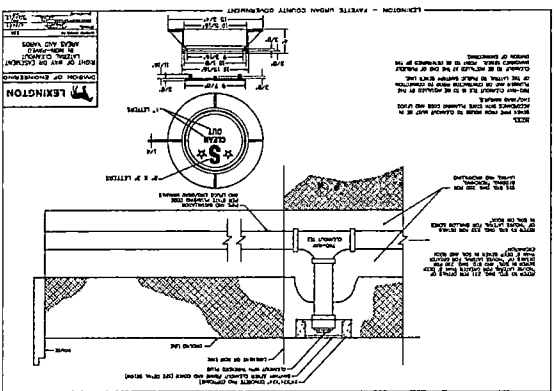
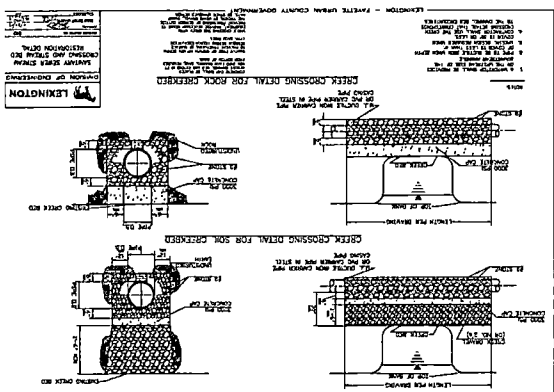
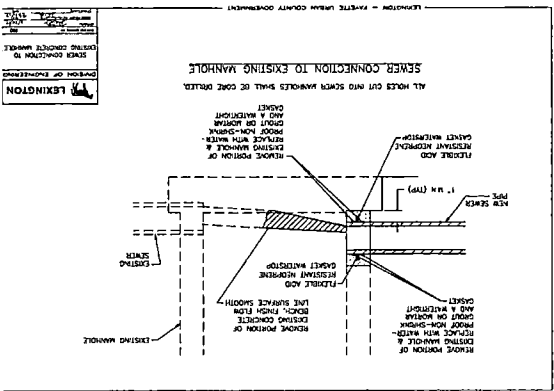
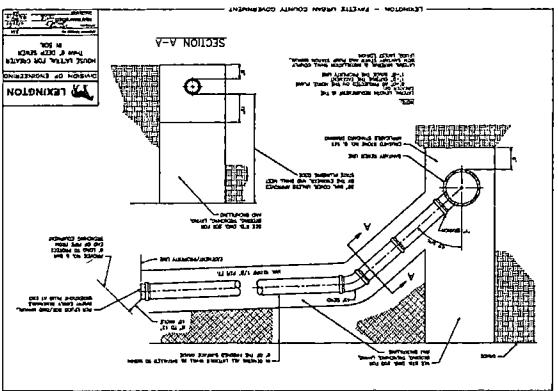
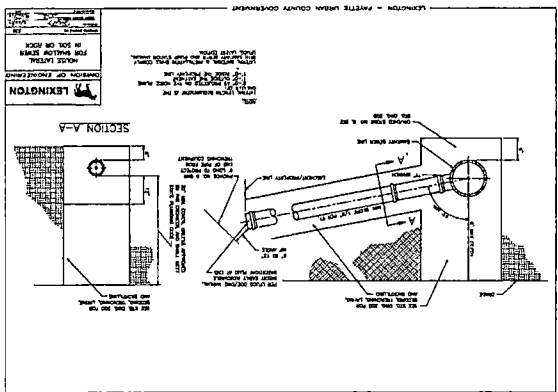
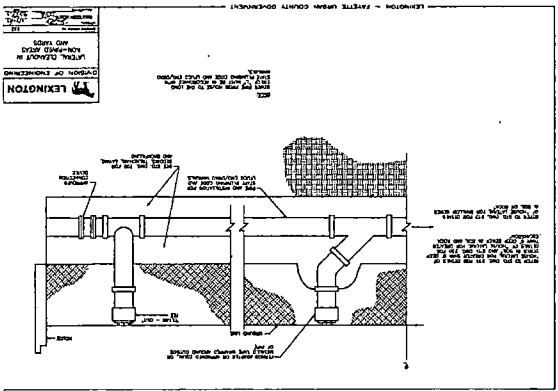
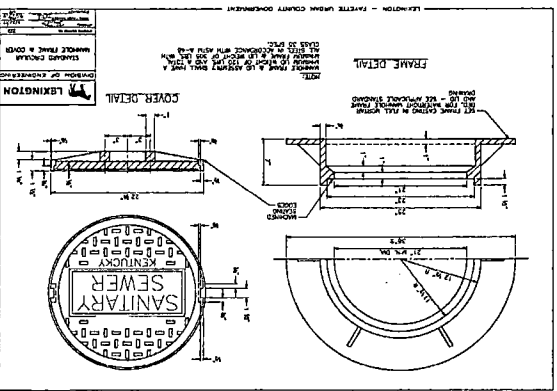
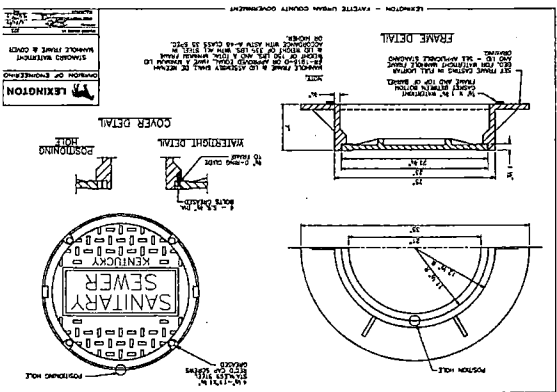
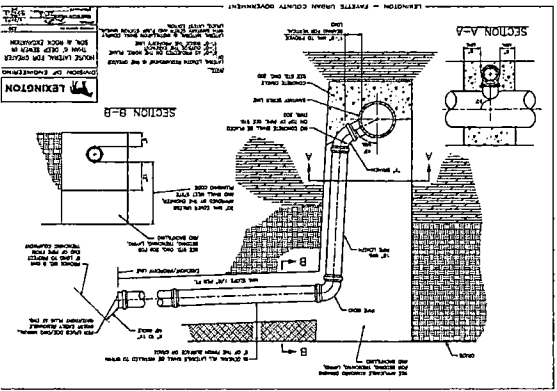
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**THE RESERVE AT  
TATES CREEK UNIT 2**  
RBC, LLC  
JESSAMINE COUNTY, KENTUCKY

**SANITARY SEWER  
STANDARD DETAILS**  
SHEET 5 OF 6



SANITARY SEWER  
STANDARD DETAILS

THE RESERVE AT  
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LEGAL ASSISTANT  
JENNIFER PARKS  
JPARKS@FRANKLINANDRAPP.COM

February 7, 2018

Stephen H. Pottinger  
395 Redding Road #187  
Lexington, KY 40517

RE: RBC, LLC  
5301 Tates Creek Road  
Nicholasville, KY 40356

Mr. Pottinger:

Pursuant to your request, I have examined the record title to the below described property being known as 5301 Tates Creek Road, Nicholasville, Jessamine County, Kentucky, which is now owned in fee simple by RBC, LLC, a Kentucky limited liability company, and which is more particularly described as follows:

Beginning at a point, said point lying of the Jessamine/Fayette County line and being the northwest corner of Lot 8 as shown on the Final Record Plat of the Reserve at Tates Creek, and recorded in Plat Cabinet M, Slide 979, in the Office of the Fayette County Clerk; thence with said county line south 62 deg. 29' 24" east, 469.28 feet to a point, said point being the southeast corner of Lot 9 of the Reserve at Tates Creek and being common to George D. Knight; thence leaving said county line with Knight and Huang South 51 deg. 04'56" West, 1169.52 feet to a point common to TCF 2, LLC; thence with TCF 2, LLC North 54 deg. 01'45" West, 433.05 feet to a point in the line of Charleston Gardens Homeowner's Association; thence leaving TCF 2, LLC with the Charleston Gardens HOA line North 50 deg. 27'06" East, 1094.81 feet to the point of beginning, said tract containing 11.05 acres, more or less.

Being the same property conveyed to RBC, LLC, a Kentucky limited liability company by deed dated November 21, 2017, of record in Deed Book 767, Page 544, in the Jessamine County Clerk's Office.

I found of record in the Jessamine County Court Clerk's Office no liens or encumbrances against subject property except as follows:

GROUP - C

1. Taxes for the year 2017 have been paid in the amount of \$123.94 on 11/13/17 for bill no. 13996. Taxes for 2018 are a lien, but are not yet due and payable.
2. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the premises.
3. Easements and restrictive covenants of record in the Jessamine County Court Clerk's Office.

I further certify that the title now vested of record in RBC, LLC, a Kentucky limited liability company, is a marketable, fee simple title and is such as can safely be accepted and relied upon by you, subject, however, to the encumbrances and conditions above set out. This certification is made for your institution only, and any liability thereon is limited specifically to yourself.

Respectfully submitted,

David A. Franklin

DAF/jlp