

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement"), dated this _____ day of _____, 2016, is made and entered into by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY (hereinafter "Board of Education") and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter "LFUCG").

WITNESSETH:

WHEREAS, the Board of Education has contracted to purchase from Centenary United Methodist Church, Inc. a certain tract of land on the Athens-Boonesboro Road containing 39.3138 acres (hereinafter "Property") which will be used by the Board of Education for the construction and operation of a public elementary school with related facilities and a public middle school athletic complex with related facilities; and

WHEREAS, the Property is located outside of LFUCG's Urban Service Area and is not connected to the LFUCG sanitary sewer system; and

WHEREAS, the Property is designated as Parcel 1 on the minor consolidation plat of record in Plat Cabinet R, Slide 364, Fayette County Clerk's Office, a copy of which is attached hereto as Exhibit "A", and will be consolidated with the Board of Education's existing property known as the Edythe J. Hayes Middle School; and

WHEREAS, the Board of Education's existing property known as the Edythe J. Hayes Middle School is located inside the Urban Service Area and is connected to the LFUCG sanitary sewer system; and

WHEREAS, in light of the consolidation of the Property with the Board of Education's existing property known as the Edythe J. Hayes Middle School, the Board of Education has requested to bring sanitary sewer service to the Property by connecting the Property to the

LFUCG sanitary sewer system already serving the adjoining Edythe J. Hayes Middle School;
and

WHEREAS, it has been determined that LFUCG has sewer capacity under the terms and conditions of its Capacity Assurance Program to serve the Property; and

WHEREAS, the Board of Education understands that LFUCG does not ordinarily extend sanitary sewer service outside the Urban Services Area, but is willing to allow the Board of Education to construct a sanitary sewer connection, based on the following considerations: the Property is being consolidated with the Board's property known as the Edythe J. Hayes Middle School, which is located within the Urban Service Area and is already connected to the LFUCG sanitary sewer system; the status of the Board of Education as an instrumentality of the state exempt from zoning; the use of the consolidated property for the construction and operation of a public elementary school with related facilities and a public middle school athletic complex with related facilities; and the use of a sanitary sewer line sized only to serve the Property and connected only to the Property; and

WHEREAS, conditioned upon the Board of Education's compliance with and subject to the terms and conditions of this Agreement, LFUCG is willing to provide sanitary sewer service to the Property, provided that the connection of the Property to the LFUCG sanitary sewer system is made with a sanitary sewer line sized only to serve the Property and connected only to the Property and permitting no other connection to the LFUCG sanitary sewer system outside the Urban Services Area.

NOW, THEREFORE, for and in consideration of the premises, mutual understandings and agreements contained herein, the Board of Education and LFUCG hereby covenant and agree as follows:

1. Conditioned upon the Board of Education's compliance with LFUCG's Code of Ordinances relating to the operation and use of the sewer system as may be amended from time to time and subject to the terms and conditions of this Agreement, upon completion of construction of required pumping facilities and a sewer force main by the Board of Education sized to serve only the Property and connected only to the Property, LFUCG agrees to permit connection of the sewer facilities installed by the Board of Education to the existing facilities of LFUCG and to provide sanitary sewer utility service to the Property. This Agreement covers only the Property and no other parcels of land.

2. The Board of Education shall design and construct, according to specifications approved by LFUCG, a pump station and force main to be connected only to the Property and sized only as required to convey flows from the Property to a LFUCG approved point of connection within the existing LFUCG sewer system as shown generally on Exhibit "B" attached hereto. These sewer facilities shall be owned, operated and maintained by the Board of Education. Upon completion of construction of the aforesaid facilities, the Board of Education's engineers 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. Upon completion of construction by the Board of Education, receipt of the engineer's certification as set forth above, and the inspection and approval by LFUCG, the aforesaid sanitary sewer facilities may be connected to the LFUCG system and placed in operation. LFUCG shall have the right to enter upon the Property for inspecting the operation of the installed sanitary sewer facilities at any time. The Board of Education shall pay sanitary sewer use fees (sewer use fees) as set forth in LFUCG'S Code of

Ordinances as the same may be amended from time to time. Unpaid sewer user fees shall be subject to penalties and interest as authorized by LFUCG's Code Ordinances.

3. The Board of Education understands and agrees that this connection to the LFUCG sanitary sewer system is made to provide sanitary sewer service only to the Property.

Connection to the LFUCG sanitary sewer system is to be made with a sanitary sewer line sized only as necessary to serve the Property and connected only to the Property. No other connection or use of the LFUCG sanitary sewer system will be permitted outside the Urban Service Area.

The Board of Education agrees to provide six (6) months prior notification to LFUCG of any proposed expansion of the use of existing facilities, and any proposed expansion is subject to the inspection and approval of LFUCG.

4. In the event that gravity sewer service should become available to the Property, the Board of Education shall, at its costs and at the request of LFUCG, connect to said gravity facilities. Any such construction and connection shall be subject to the plan approval, engineer certification, inspection and acceptance process as set forth in this Agreement.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto. The Board of Education's rights hereunder shall not be assignable to any other person or entity.

6. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

7. This Agreement constitutes the entire agreement between the parties and no verbal representations of any kind or modifications or alterations of this Agreement shall be valid unless reduced to writing and signed on behalf of both parties.

8. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement.

WHEREFORE, the parties have executed this Agreement as set forth below.

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

Dated: 1/25/16

By: Melissa A. Bacon
MELISSA BACON, VICE
CHAIRPERSON

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Dated: _____

By: _____
JIM GRAY, MAYOR

Attest:

CLERK, URBAN COUNTY COUNCIL

SITE STATISTICS
 ZONE OF ALL LOTS: A-R and E&R-2
 NUMBER OF LOTS: 2
 TOTAL AREA: 58.493 Acres
 AREA OF R/U DEDICATION (None)
 STREET FRONTAGE: Lot 1 - 166'

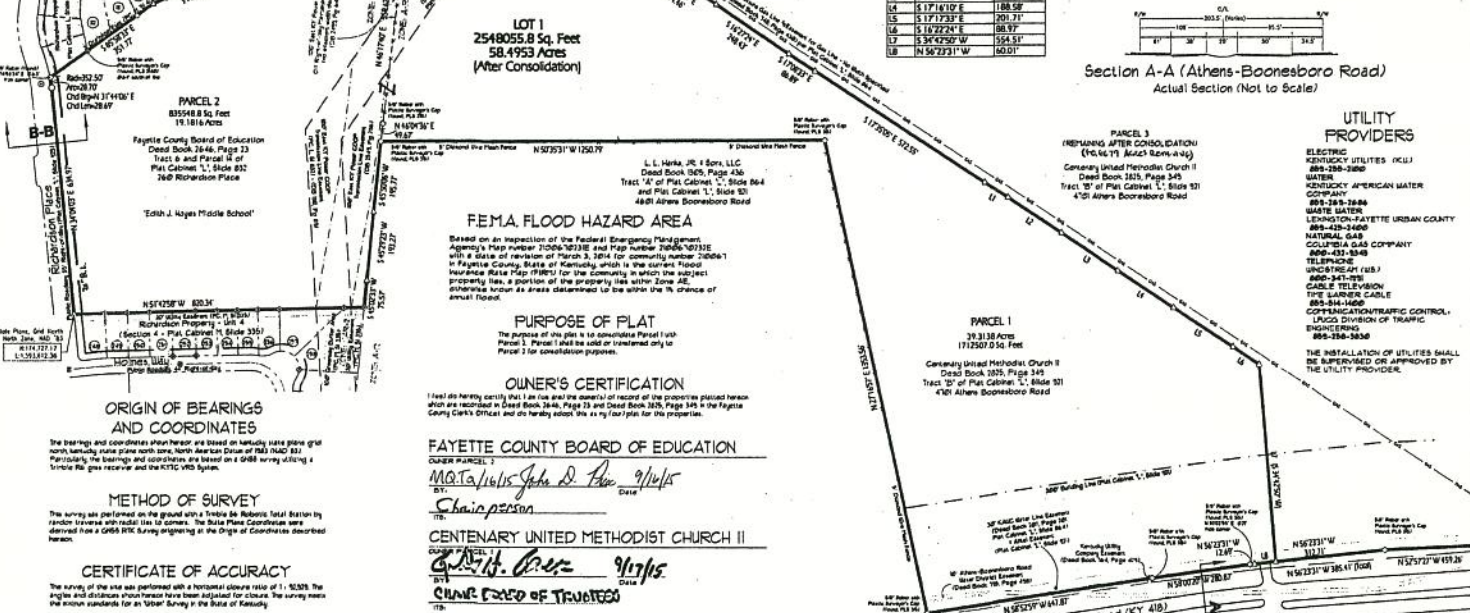
EASEMENT MAINTENANCE
 Individual property owners shall maintain all easements free and clear of all obstructions and any other structures in such a fashion as not to create a potential or actual hazard to safety hazard.

OWNER/DEVELOPER:
 Fayette County Public Schools
 121 East Main Street
 Lexington, KY 40502

Section B-B (Richardson Place)
 Typical Section (Not to Scale)

LEGEND

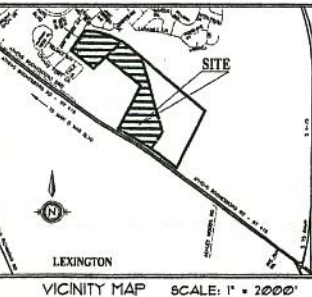
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ORIGIN OF BEARINGS AND COORDINATES
 The bearings and coordinates shown hereon are based on Kentucky State plane grid north, Kentucky State plane north zone, North American Datum of 1983 (NAD 83). Particularly, the bearings and coordinates are based on a GNSS survey utilizing a Trimble R6 GPS receiver and the NTRIP VRS System.

METHOD OF SURVEY
 The survey was performed on the ground with a Trimble R6 GNSS Surveying System by Richard J. Hanks, Jr., Registered Professional Land Surveyor, No. 10000. The bearings and coordinates were derived from a GNSS RTK Survey beginning at the Origin of Coordinates described hereon.

CERTIFICATE OF ACCURACY
 The survey of the site was performed with a horizontal closure ratio of 1:10,000. The angles and distances shown hereon have been adjusted for closure. The survey meets the known standards for a 'Urban' Survey in the State of Kentucky.



FEMA FLOOD HAZARD AREA
 Based on an inspection of the Federal Emergency Management Agency's Flood number 7006-10733E and Flood number 7006-10733E with a date of revision of March 3, 2014 for community number 200641 in Fayette County, State of Kentucky, which is the current Flood Hazard Risk Map (FIRM) for the community in which the subject property lies, a portion of the property lies within Zone AE, which is an area determined to be within the 1% chance of annual flood.

PURPOSE OF PLAT
 The purpose of this plat is to consolidate Parcel 1 and Parcel 3 for consolidation purposes.

OWNER'S CERTIFICATION
 I do hereby certify that I am (we and the owners) of record of the properties platting hereon which are recorded in Deed Book 2646, Page 23 and Deed Book 265, Page 345 in the Fayette County Clerk's Office, and do hereby seek this plat for the property.

FAYETTE COUNTY BOARD OF EDUCATION
 OWNER PARCEL 2
 M. T. J. Hanks, Jr. 9/16/15
 Chain person

CENTINARY UNITED METHODIST CHURCH II
 OWNER PARCEL 3
 C. J. Hanks, Jr. 9/16/15
 Chain person

PLANNING COMMISSION'S CERTIFICATION
 I do hereby certify that this record plat has met the requirements established by the Subdivision Regulations for a subdivision and is eligible for recording.
 Jim Duncan 10-16-15
 PLANNING COMMISSION SECRETARY DATE

LAND SURVEYOR'S CERTIFICATION
 I hereby certify that this record plat was prepared under my direction and that, to the best of my knowledge and belief, the boundaries of the property being transferred are true and accurate.
 KEVIN M. PHILIPS 08-31-2015
 LICENSED PROFESSIONAL LAND SURVEYOR DATE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 17°16'41"E	78.14'
L2	S 17°15'30"E	181.05'
L3	S 17°02'48"E	192.94'
L4	S 17°16'10"E	188.58'
L5	S 17°17'33"E	200.77'
L6	S 14°22'24"E	88.97'
L7	S 34°42'50"W	354.51'
L8	N 50°27'31"W	60.01'

Section A-A (Athens-Boonesboro Road)
 Actual Section (Not to Scale)

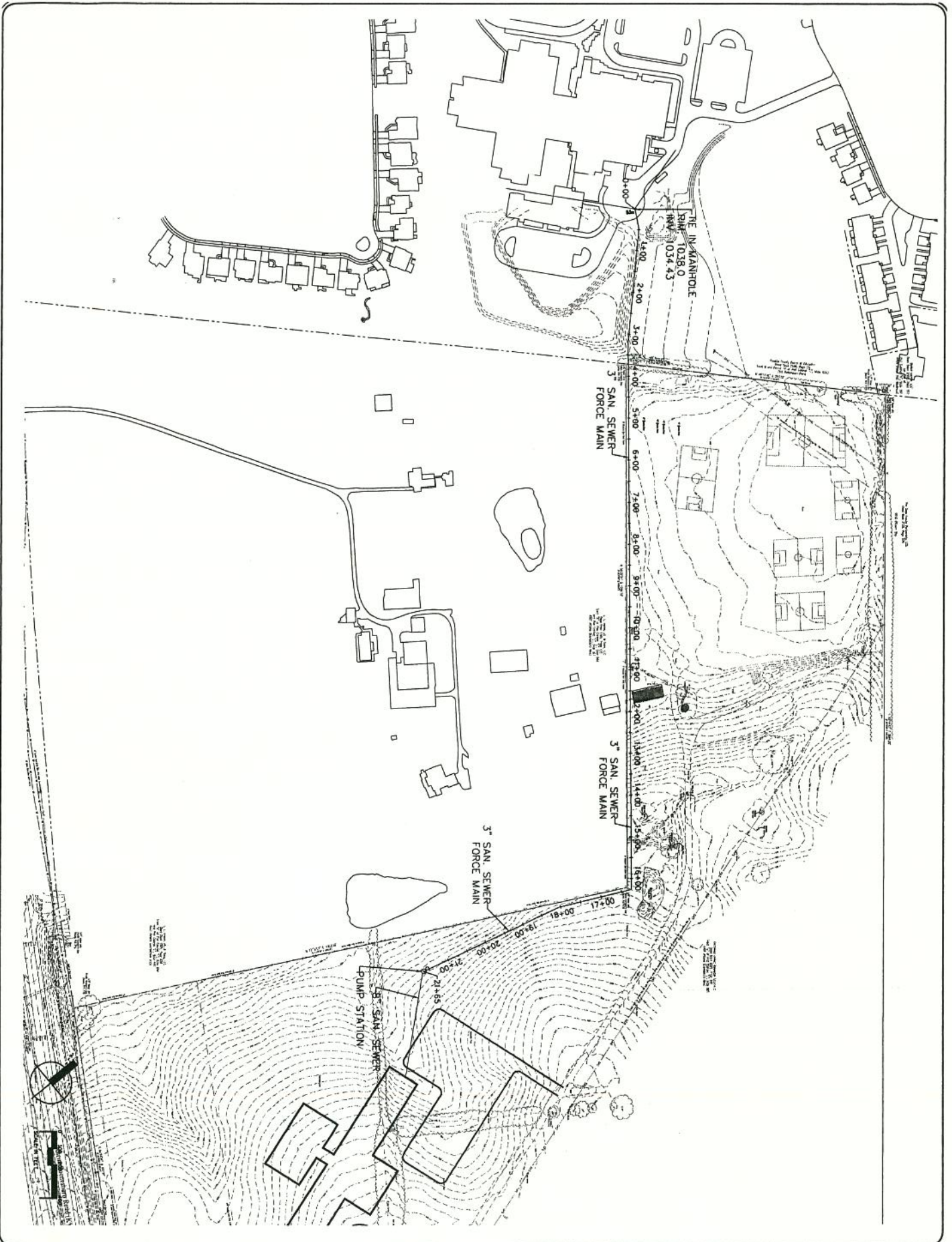
UTILITY PROVIDERS

- ELECTRIC: KENTUCKY UTILITIES (KUKI) 889-380-3800
 - WATER: KENTUCKY AMERICAN WATER COMPANY 889-385-7886
 - NATURAL GAS: COLUMBIA GAS COMPANY 889-433-5434
 - TELEPHONE: UNICOM-FLEET (US) 800-347-7878
 - CABLE TELEVISION: THE LARSEN CABLE 889-384-3400
 - COMMUNICATION/TRAFFIC CONTROL: LEXCO DIVISION OF TRAFFIC ENGINEERS 889-384-3838
- THE INSTALLATION OF UTILITIES SHALL BE SUPERVISED OR APPROVED BY THE UTILITY PROVIDER.

MINOR CONSOLIDATION PLAT
 OF:
 L.L. HANKS, JR. & SONS, LLC - TRACT B (Athens School) and
 RICHARDSON PROPERTY - TRACT 6 - (Edith J. Hayes Middle School)
 LOCATED AT:
 #4701 Athens-Boonesboro Road & #260 Richardson Place
 Lexington, Kentucky 40505

PREPARED BY:
WHEAT & LADENBURGER
 210 NORTH UPPER STREET
 LEXINGTON, KENTUCKY 40501
 Tel: (606) 254-6603 Fax: (606) 255-3501
 SCALE 1"=200' - AUG. 2015 - BE'9391 PLAN 2015-1154

Exhibit "A"



SHEET
 C1

DRAWN: CML
 DATE: 11/11/15
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New Elementary School
 Portion of 4701 Athens Boonesboro Road
 Lexington, KY

FORCE MAIN AND PUMP STATION EXHIBIT

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Exhibit "B"