

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT  
DEPARTMENT OF ENVIRONMENTAL  
QUALITY AND PUBLIC WORKS  
DIVISION OF WATER QUALITY

MEMORANDUM OF  
UNDERSTANDING

Project Name: East Lake Trunk Sewer Project (EH-13)

Address: 3720 Richmond Road, Lexington KY 40509

DB: 173                      Page: 311                      Cabinet Slide: J-146

PVA Parcel ID: 04036010

Lot:

Subdivision: Squires Rd Widening

Property Owner:

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.

The total consideration to be paid for the property encumbered with the easement is \$ 0.00. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed will convey approximately 36,569 sq. ft. of permanent easement; and 35,726 sq. ft. of construction easements.

In addition to the points set out above, the following conditions and terms will be included in this transaction:

Easements are as described in the attached Parcel Descriptions 2, 2A, and 2B.

Site restoration shall be as described in the attached specification section 02372.

Temporary fencing, access road restoration, and sediment and erosion control measures shall be as shown in the attached plans dated April 25, 2013.

The easement described in Deed Book 1164 Page 508 Part 2 Branch "B" shall be released to property owner.

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

LFUCG agrees that it shall indemnify, defend and hold harmless Kentucky-American Water Company and its affiliated companies and its and their respective officers, directors, employees and authorized agents from and against any and all claims, suits, costs, expenses, loss, damages or injury, including death, to persons or property, including reasonable attorney fees, arising out of the activities of LFUCG or its authorized agents, employees or contractors resulting from the use and occupancy on this Easement.

At no expense to Kentucky-American Water Company, LFUCG shall (1) obtain and keep in force during the term of this Easement and (2) either extend its own insurance such that it covers its agents, contractors or invitees or require its agents, contractors or invitees to obtain and keep in force during the terms of their respective contracts, the following minimum insurance limits and coverage. The insurance coverage limits stated are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Kentucky-American Water Company's acceptance of the responsibility of LFUCG. LFUCG hereby agrees to provide and pay for comprehensive form of General Liability, Property Damage and Workers' Compensation, if applicable, during the term of this Easement. The limits shall not be less than Five Million Dollars (\$5,000,000.00) including primary coverage for General Liability, Five Million Dollars (\$5,000,000.00) including primary coverage for Property Damage and the state statutory limits for Workers' Compensation, if applicable, in a company acceptable to Kentucky-American Water Company. It is further understood and agreed that LFUCG shall provide Kentucky-American Water Company with proof of the insurance policy, in the form of a Certificate of Insurance, naming the Kentucky-American Water Company as an additional insured before LFUCG or any of its agents, contractors or invitees will be permitted upon the Easement. In the event the LFUCG, its agents, contractors or invitees, enters upon the Easement without providing said Certificate of Insurance to Kentucky-American Water Company, this Easement shall automatically terminate and LFUCG will not be permitted to enter upon the Easement.

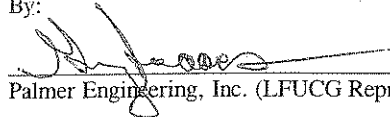
The easement will be non-exclusive and the Kentucky-American Water Company reserves the right to use the Easement for any use which is consistent with this grant.

The above, together with the right of way plans, represent all the terms and conditions of the proposed agreement. These terms and conditions were reached without coercion, threats or other promises by either the Property Owner or the Negotiator(s) representing the LFUCG. The LFUCG Negotiator(s) certifies that they have no direct, indirect, present or contemplated interest in the property and in no way benefit from this acquisition.


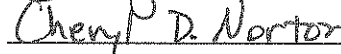
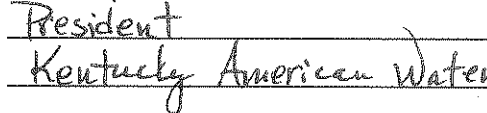
This Memorandum of Understanding was prepared and signed this 13 day of May, 2013.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By:

  
Palmer Engineering, Inc. (LFUCG Representative)

PROPERTY OWNERS' SIGNATURES

  
  
President  
  
Kentucky American Water

09.P000.406.6283easement

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Project Name: East Lake Trunk Sewer Project (EH-13)  
Address: 3720 Richmond Road, Lexington KY 40509  
DB: 1075 Page: 381 Cabinet Slide:  
PVA Parcel ID: 04036010 Lot:  
Subdivision: Squires Rd Widening

Property Owner:

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The total consideration to be paid for the property encumbered with the easement is \$ 0.00. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed will convey approximately 5,519 sq. ft. of permanent easement; and 2,787 sq. ft. of construction easements.

In addition to the points set out above, the following conditions and terms will be included in this transaction:

Easements are as described in the attached Parcel Descriptions 1, 1A, and 1B.

Site restoration shall be as described in the attached specification section 02372.

Temporary fencing, access road restoration, and sediment and erosion control measures shall be as shown in the attached plans dated April 25, 2013.

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

LFUCG agrees that it shall indemnify, defend and hold harmless Kentucky-American Water Company and its affiliated companies and its and their respective officers, directors, employees and authorized agents from and against any and all claims, suits, costs, expenses, loss, damages or injury, including death, to persons or property, including reasonable attorney fees, arising out of the activities of LFUCG or its authorized agents, employees or contractors resulting from the use and occupancy on this Easement.

At no expense to Kentucky-American Water Company, LFUCG shall (1) obtain and keep in force during the term of this Easement and (2) either extend its own insurance such that it covers its agents, contractors or invitees or require its agents, contractors or invitees to obtain and keep in force during the terms of their respective contracts, the following minimum insurance limits and coverage. The insurance coverage limits stated are minimum coverage requirements, not limitations of liability, and shall not be construed in any way as Kentucky-American Water Company's acceptance of the responsibility of LFUCG. LFUCG hereby agrees to provide and pay for comprehensive form of General Liability, Property Damage and Workers' Compensation, if applicable, during the term of this Easement. The limits shall not be less than Five Million Dollars (\$5,000,000.00) including primary coverage for General Liability, Five Million Dollars (\$5,000,000.00) including primary coverage for Property Damage and the state statutory limits for Workers' Compensation, if applicable, in a company acceptable to Kentucky-American Water Company. It is further understood and agreed that LFUCG shall provide Kentucky-American Water Company with proof of the insurance policy, in the form of a Certificate of Insurance, naming the Kentucky-American Water Company as an additional insured before LFUCG or any of its agents, contractors or invitees will be permitted upon the Easement. In the event the LFUCG, its agents, contractors or invitees, enters upon the Easement without providing said Certificate of Insurance to Kentucky-American Water Company, this Easement shall automatically terminate and LFUCG will not be permitted to enter upon the Easement.


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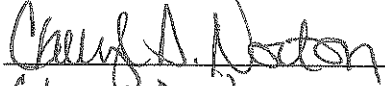

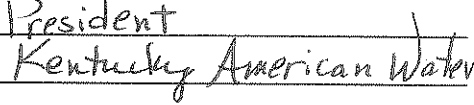
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