

ATTACHMENT B
TO FY2027 CLASS B INFRASTRUCTURE GRANT AWARD AGREEMENTS
2022

DO NOT WRITE ABOVE THIS LINE

Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS: 795 Manchester St.

PROPERTY OWNER NAME: Lexington Center Corporation

PROPERTY LEGAL DESCRIPTION:

S-409 LEXINGTON CENTER CORP & TOWN BRANCH PK LOT 3
Cabinet/Slide S-409
See attached legal description and copies of plats.

STORMWATER CONTROL FACILITIES DESCRIPTION:

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year 2022, Class BI

1. Barracuda Max, \$35,000, Placement in Service August 2025, 15-year depreciation schedule³
2. Rain Garden Bioswales, \$159,305, Placement in Service August 2025, 15-year depreciation schedule³
3. Water Quality Unit Diversion, \$49,970, Placement in Service August 2025, 15-year depreciation schedule³

¹ Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.

²Placement in Service Month is the month the facility goes into service.

³Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, Lexington Center Corporation, has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and Lexington Center Corporation hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE Lexington Center Corporation HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein and attached.
2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give Lexington Center Corporation, its successors and assigns, copies of the inspection report with findings and evaluations.
4. Agrees that in the event Lexington Center Corporation, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to Lexington Center Corporation, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of Lexington Center Corporation, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of Lexington Center Corporation or its successors and assigns, Lexington Center Corporation shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by Lexington Center Corporation or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify Lexington Center Corporation, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, Lexington Center Corporation, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to Lexington Center Corporation and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by Lexington Center Corporation. Lexington Center Corporation further agrees to design and construct the facility to provide reasonable access for such monitoring.

8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at 795 Manchester St during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, Lexington Center Corporation further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:

- A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
- B. Time period covered by the report.
- C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
- D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with Lexington Center Corporation, include a copy of the invoice for services.
- E. An outline of planned activities for the next year.

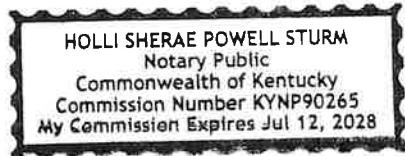
10. Agrees that in the event the Lexington Center Corporation, its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, Lexington Center Corporation, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

In:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
15-year Depreciation	3.33%	6.67%	6.67%	6.67%	6.67%	6.67%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	6.67%	6.66%	3.33%	-	-	-	-	
15-year Remaining Value	96.67 %	90.00 %	83.33 %	76.66 %	69.99 %	63.32 %	56.65 %	49.99 %	43.32 %	36.66 %	29.99 %	23.33 %	16.66 %	10.00 %	6.67 %	-	-	-	-	
20-year Depreciation	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	2.5 %	
20-year Remaining Value	97.5%	92.5%	87.5%	82.5%	77.5%	72.5%	67.5%	62.5%	57.5%	52.5%	47.5%	42.5%	37.5%	32.5%	27.5	22.5 %	17.5 %	12.5 %	7.5 %	

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

Note: See attached Inspection, Operations, and Maintenance Plan.

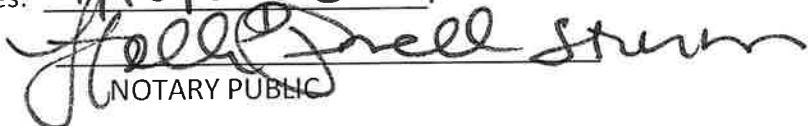
Lexington Center Corporation
430 W Vine Street
Lexington, KY 40507



BY: 
NAME: Brian R. Sipe
TITLE: General Manager
DATE: 12-10-25

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Brian Sipe, as the duly authorized representative for and
on behalf of LCC, on this the 10 day of December
2025.

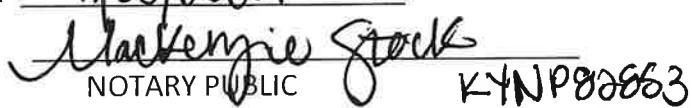
My commission expires: 7/12/2028.


NOTARY PUBLIC

Linda Gorton
Linda Gorton, Mayor

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Linda Gorton, as the duly authorized representative for and
on behalf of LFVCC, on this the 10 day of January
2026.

My commission expires: 11/20/2027.


NOTARY PUBLIC KYNP80863

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: Gatton Park on the Town Branch- Ethan Howard

Business Address: 249 E Main St.

Lexington, KY 40507

Representative's Phone Number: 859-281-8420 (Gatton Park office)

Representative's E-Mail: ethan@gattonpark.org

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

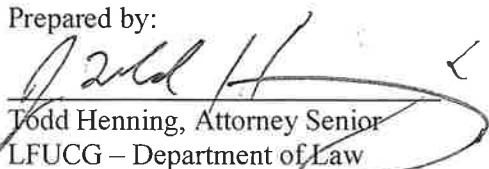
125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: MS4@lexingtonky.gov

Prepared by:


Todd Henning, Attorney Senior
LFUCG – Department of Law
200 East Main Street
Lexington, KY 40507
(859) 258-3500

Gatton Park on the Town Branch

Operation and Maintenance Plan

Submitted for:
LUFCG Approval

Prepared for:
Town Branch Park, Inc.

Prepared by:
Zachary Chrisco, PE
Sasaki
110 Chauncy Street, Suite 200
Boston, MA 02111

November 14, 2025

SA#: 08194.00

SASAKI

Operation and Maintenance Summary

Gatton Park on the Town Branch Improvements

Table of Contents

1.0 Introduction.....	3
1.1 Statement of Purpose.....	3
2.0 Operation and Maintenance Schedule.....	3
2.1 Operation and maintenance requirements.....	3
2.1.1 Water Quality Structures.....	3
2.1.2 Permeable Pavement.....	Error! Bookmark not defined.
2.1.3 Rain Gardens.....	3
2.1.4 Tree Maintenance Criteria.....	Error! Bookmark not defined.
2.1.4 Stormwater Pipe Maintenance Criteria.....	4

Operation and Maintenance Summary

Gatton Park on the Town Branch Improvements

1.0 Introduction

1.1 STATEMENT OF PURPOSE

All permanent stormwater control practices associated with Gatton Park shall be maintained, operated, and repaired as needed to ensure continued performance of their intended function in conformance with State of Kentucky and Lexington-Fayette Urban County Government (LFUCG) law. This document is intended to describe the maintenance needs of each practice and identify anticipated frequency of each operation. Frequencies shall be adjusted based on field performance of each management practice to ensure proper performance.

2.0 Operation and Maintenance Schedule

2.1 OPERATION AND MAINTENANCE REQUIREMENTS

The following Long-Term Operation and Maintenance Plan shall be managed as follows:

2.1.1 Water Quality Structures

Water quality structures must be regularly maintained for proper function in conformance with the manufacturer's written instructions. After installation and the site has stabilized, post construction inspections should be conducted after every major (1/2" or greater) runoff event. To ensure the structures obtain optimal pollutant removal efficiencies, subsequent sediment accumulation inspections should be conducted a minimum of every six (6) months. In the event the sediment accumulation equals or exceeds 20", then all accumulated sediment must be removed. Settled solids may be removed by use of a vacuum truck accessed through the access manhole or hatches. During cleanout, flows should not be present within the structures and plugging of the influent and effluent pipes may be required.

Frequency	Maintenance
Weekly	Inspect system upon closure of the construction process
Monthly	During periods of more intense rain, the system may need to be cleaned, debris removed, and filter media checked for performance
Bi-Annually	The system shall be cleaned, debris removed, and filter media checked for performance

2.1.2 Rain Gardens/Bioswales

Maintenance is a crucial and required element that ensures the long-term performance of rain gardens. Procedure:

Frequency	Maintenance Tasks
After 1/2" rainfall events	<ul style="list-style-type: none">- Ensure no standing water after 48 hours. If ponding persists, probe soil to find clogging layer and aerate soil with soil auger to promote proper drainage. If ponding remains an issue, the top layer of silt and debris may require removal and replacement with proper planting soil.- Check outlet protection to ensure the rain gardens are stable. Replace inlet stone or planting if erosion is present.

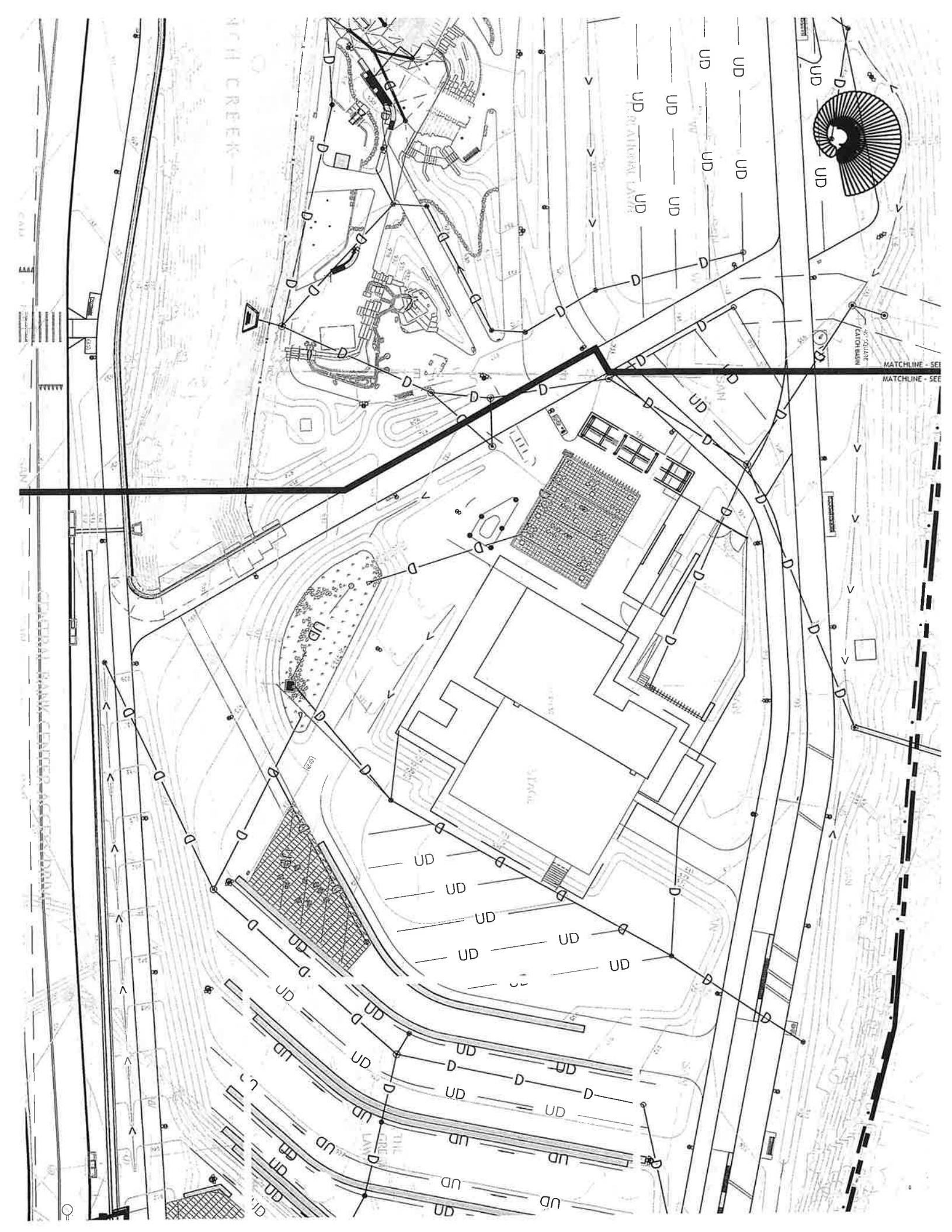
Operation and Maintenance Summary

Gatton Park on the Town Branch Improvements

	<ul style="list-style-type: none">- Check outlet control structures to ensure there is no clogging, debris in the structure, and weirs are accessible
Weekly	Perform visual inspection to check for erosion, standing water, and trash/debris buildup.
Monthly	Perform weeding to ensure intended species are thriving. Cut back planting as necessary to allow for species succession.
Twice Per year	<ul style="list-style-type: none">- Ensure plants within footprint of bioswales are thriving. If plants are dead or struggling, replace them with appropriate plants that can tolerate submersion, are within Zone 6b plant zone, and are consistent with the planting typology of the park. Added planting soil and mulch may be required.
Once every 2-3 years	Excavate sediment/debris from bottom of basin to ensure volume is maintained and infiltration performance is not diminished

2.1.3 Stormwater Pipe Maintenance Criteria

The stormwater system within the park and piping installed with grant funds shall be flushed every 1-2 years or as necessary to prevent accumulation of sediment within the inlet, manhole, and pipe system. The system shall be flushed from the high point to the low point. Erosion control practices shall be utilized at the outlets to prevent erosion and capture debris. Outfall structures shall be checked twice per year to ensure no clogging and that they are structurally firm with no erosion at the creek banks.



Stormwater Maintenance Checklist

Water Quality Structure

Bioswales/Rain Gardens

Pipe Maintenance

Bi-Annual Check of Outfall Structures	Flush System Every 1-2 Yrs As Necessary

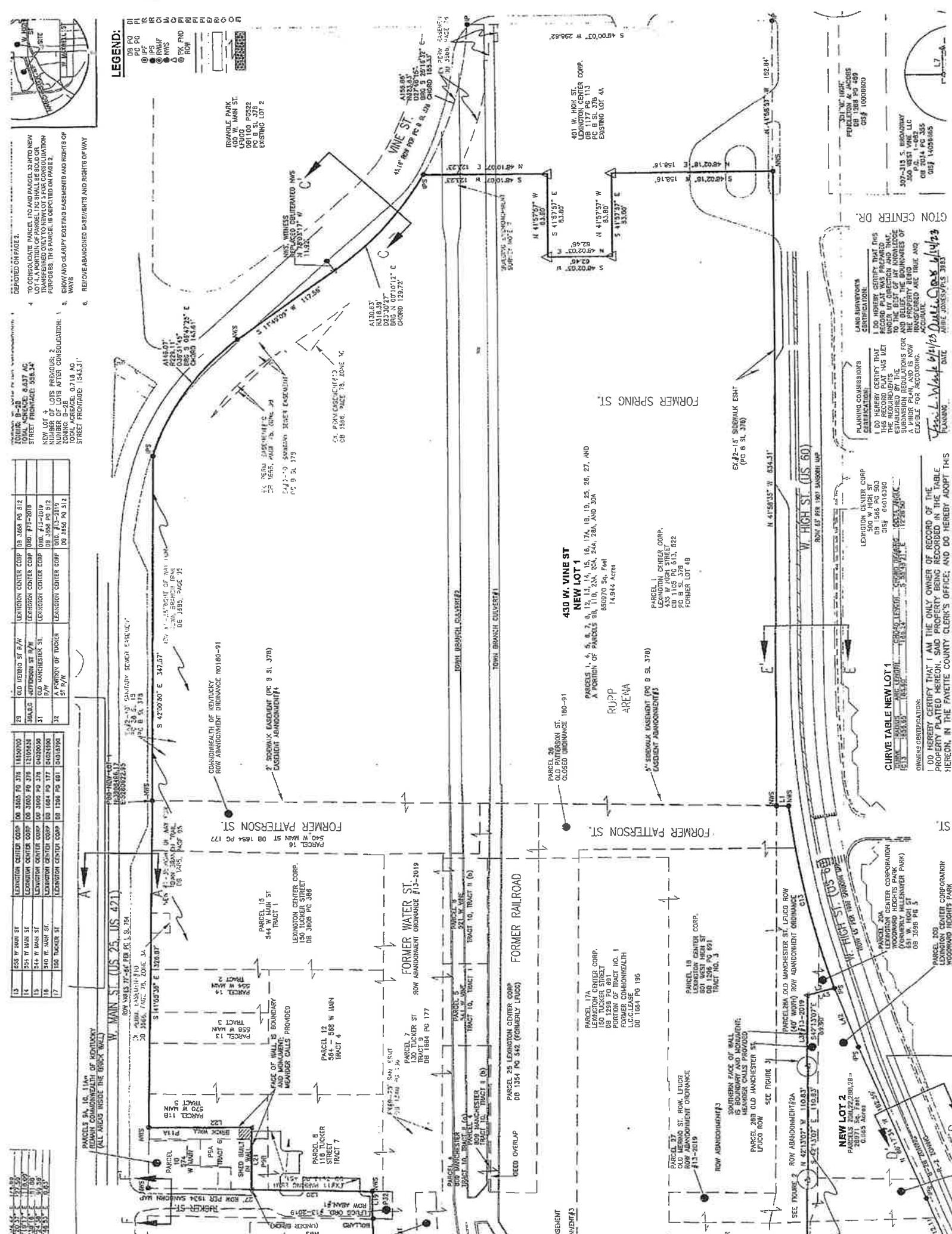
EXHIBIT A
LEGAL DESCRIPTION OF THE LEASED PREMISES

Being all of New Lot 2 as shown on the Consolidation Minor & Easement Subdivision Plat for Lexington Center Corporation and Town Branch Park of record in Plat Book S, Page 408 in the Fayette County Clerk's Office.

Being a portion of the same property acquired by the Lexington Center Corporation by (i) Quitclaim Deed of Conveyance dated April 2, 2019 of record in Deed Book 3658, Page 512, in the Fayette County Clerk's office; (ii) General Warranty Deed from Lexington-Fayette Urban County Government dated July 12, 2018 of record in Deed Book 3598, Page 5 in the Fayette County Clerk's Office; and (iii) General Warranty Deed dated July 6, 2018, from West High Park, LLC, a Kentucky limited liability company, of record in Deed Book 3595, Page 578, in the Fayette County Clerk's Office.

Being all of New Lot 3 as shown on the Consolidation Minor & Easement Subdivision Plat for Lexington Center Corporation and Town Branch Park of record in Plat Book S, Page 409 in the Fayette County Clerk's Office; being known and designated as 795 Manchester Street. New Lot 3 being acquired by Lexington Center Corporation, a Kentucky non-profit corporation, as follows:

Being a portion of the same property acquired by Lexington Center Corporation by (i) Quitclaim Deed dated August 23, 1989 from CXS Transportation, Inc, a Virginia Corporation, of record in Deed Book 1527, Page 450 in the Fayette County Clerk's Office; (ii) Quitclaim Deed dated April 5, 1982 from the Commonwealth of Kentucky, Cabinet for Finance and Administration of record in Deed Book 1296, Page 691 in the Fayette County Clerk's Office; and (iii) Ordinance No. 76-2018, dated October 11, 2018, closing a portion of Jefferson Street, of record in Deed Book 3627, Page 76 in the Fayette County Clerk's office.



Stormwater Quality Projects Incentive Grant Program

**PROJECT AREA:
ALONG TOWN BRANCH CREEK**

