

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made and entered into on this 6th day of September, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** ("LFUCG"), an urban county government organized pursuant to KRS 67A, which has its principal office at 200 East Main Street, Lexington, Kentucky 40507, **STONEWALL EQUESTRIAN ESTATES ASSOCIATION, INC.** ("Stonewall"), a non-profit Kentucky corporation, whose mailing address is at 814 Cindy Blair Way, Lexington, Kentucky 40503, and Jennifer Mossotti ("Horse Owner"), an individual whose property address is 818 Cindy Blair Way, Lexington, Kentucky 40503.

WITNESSETH

WHEREAS, pursuant to that certain Declaration of Covenants, Restrictions, and Easements applicable to Stonewall Equestrian Estates, Unit No. 10, dated June 6, 1966, a copy of which is of record in Deed Book 870, Page 74, as amended by amendments thereto dated August 4, 1967, June 30, 1968, January 18, 2005, and September 27, 2005, copies of which are of record in Deed Book 906, Page 180, Deed Book 936, Page 31, Deed Book 2524, Page 454, and Deed Book 2588, Page 361, respectively, in the Fayette County Clerk's Office ("the Declaration"), the Developer subjected certain real property located in Fayette County, Kentucky, described on Exhibits A and B to the Declaration, including, without limitation, the property known as Stonewall Equestrian Estates, Unit No. 10, as shown on plats of record in the Fayette County Clerk's Office, to the covenants, conditions, restrictions, and easements of the Declaration; and

WHEREAS, pursuant to Article IV of the Declaration ("Property Rights in the Common Properties"), every owner who is a member of the Stonewall Equestrian Estates Association, Inc., shall have a right and easement for the use and enjoyment in and to the Common Properties, which easement shall be appurtenant to and pass with the title to every lot, and which use and enjoyment is expressly intended, under the terms of Article IV, Section 3(f), to include the use of the Common Properties "primarily by the members, their families, and bona fide guests as an area for the exercise and care of pleasure horses for horseback riding"; and

WHEREAS, Horse Owner is a member of the Stonewall Equestrian Estates Association, Inc., and has a right and easement for use of the Common Properties for the exercise and care of pleasure horses; and

WHEREAS, LFUCG is scheduled to complete a sanitary sewer improvement project identified as the Blenheim Sewer Project (the "Project"); and

WHEREAS, the Project involves the installation of sanitary sewer infrastructure in the approximate area adjacent to, in the vicinity of, or in, under, across, and/or through portions of the Common Properties to which Stonewall and the Horse Owner,

respectively, have an interest, and which Common Properties are used for the exercise and care of pleasure horses; and

WHEREAS, LFUCG has an easement for existing sanitary sewer infrastructure in the approximate area adjacent to, in the vicinity of, or in, under, across, and/or through portions of the Common Properties so designated for the construction of the Project and has obtained an additional right of entry to the Common Properties so designated for the construction of the Project; and

WHEREAS, in order to facilitate the Project, LFUCG needs to accommodate the temporary relocation and boarding of Horse Owner's horse(s) for the duration of the construction of the Project, and is willing to provide an agreed-upon payment to Horse Owner for the boarding and care of Horse Owner's horse(s) at an appropriate facility, contingent upon the Horse Owner privately making provision for the boarding and care of their horse(s) for the duration of the Project with such facility and further contingent upon an agreement to release, indemnify, defend, and hold LFUCG harmless on any claims related to the temporary relocation and boarding of horses pursuant to this Agreement; and

WHEREAS, Stonewall is in agreement with the provisions of this Agreement and, having an interest in the Common Properties, joins this Agreement for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein expressed, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. This Agreement shall commence on 11/6, ²⁰²⁵ *GM* and shall continue for a period of 6 months, unless extended by written agreement of the parties hereto or as otherwise provided herein.
2. Horse Owner shall contract with an appropriate facility for the boarding and care of horses for the duration of the Project and shall provide evidence to the satisfaction of LFUCG that provision for the boarding and care of horses has been made by Horse Owner, which evidence may include, but is not limited to, copies of agreements between Horse Owner and the boarding facility, invoices for the payment made to the boarding facility, and/or canceled checks evidencing payment for the boarding and care of horses.
3. LFUCG shall provide payment to Horse Owner in the total amount of \$ 850.00, representing reimbursement for the costs associated with the boarding and care of 1 horse(s) in an amount equal to \$ 850.00 per horse for a period not exceeding 6 months. If completion of the Project is delayed due to a non-force majeure event, LFUCG shall provide payment to Horse Owner in an amount equal to \$ 850.00 per horse per month until completed, up to a maximum of \$ 16. Force majeure events shall include, but are not limited to, any pandemic, strike, factory closure, explosion, maritime peril, natural disaster, act by a public enemy, fire, flood,

accident, war, riot, insurgence or any other similar event outside the control of LFUCG or its contractors.

4. In consideration for the obligations placed upon the HOA described in this Agreement, LFUCG shall provide payment to HOA in the total amount of \$1,500.00.
5. During construction of the project and until remediation of the area is completed, including the growth of satisfactory ground cover, Horse Owner agrees to prevent its horses (either owned or leased, now or in the future), and the horses of any guests or invitees, from utilizing the Common Properties.
6. During construction of the project and until remediation of the area is completed, including the growth of satisfactory ground cover, HOA agrees to prohibit the horses of its members (either owned or leased, now or in the future), and the horses of any guests or invitees of its members, from utilizing the Common Properties.
7. During construction of the project and until remediation of the area is completed, the HOA shall be the LFUCG's point of contact for the HOA's members. HOA shall communicate with its members on behalf of LFUCG regarding the progress of the project, as requested by LFUCG.
8. No party may assign, transfer, or subcontract any of its obligations or duties under this agreement.
9. Horse Owner agrees to assume all responsibility and liability for the provision of the temporary relocation and boarding of horses required hereunder as consideration for payment by LFUCG, and for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Horse Owner, their contractors, subcontractors, agents, servants, owners, principals, licensees, or assigns, under or in connection with this Agreement and/or the provision of services and/or the performance or failure to perform any obligation(s) required thereby. Further, Horse Owner, to the extent permitted by law, hereby agrees to release, indemnify, defend, and hold harmless LFUCG and its elected or appointed officials, employees, agents, volunteers, and successors in interest from and against all claims, suits, damages, costs, losses, and expenses of any nature whatsoever in any manner arising out of or in connection with this Agreement. This provision shall survive the termination of this Agreement.
10. This Agreement shall be binding upon, and shall inure to the benefit of, the executors, heirs, successors, and assigns of the Parties hereto, and neither party shall assign, sublet, or transfer its interests in this Agreement without the written consent of the other parties.
11. The failure or delay of any party to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.
12. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations, and other agreements concerning the subject matter contained herein. No part of this Agreement may be altered, modified, or changed in any way except in writing signed by the parties hereto or signed by the duly authorized representatives of said parties.
13. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or give to any person other than the parties hereto any person other than the parties hereto any right, remedy, or claim under or by reason of such

agreement or covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to the Agreement.

14. This Agreement and any causes of action arising from or in relation to this Agreement shall be governed by applicable provisions of the Kentucky Revised Statutes. Venue for any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky.
15. This Agreement may only be amended by a written agreement of all the parties hereto. No revision of this Agreement shall be valid unless made in writing and signed by the parties hereto.
16. The execution, delivery, and performance of this Agreement and any documents relating hereto have been duly authorized by all necessary parties, and this Agreement is enforceable in accordance with its terms. LFUCG, Stonewall, and Horse Owner hereby represent that they have full power and authority to enter into this Agreement, to execute and deliver all instruments and documents referred to herein, and to consummate the transactions contemplated hereby.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands the date first above written:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

STONEWALL EQUESTRIAN
ESTATES ASSOCIATION, INC.

BY: Clinton Kent
Printed Name: Clinton Kent
Title: President SEENA

HORSE OWNER:

BY: Jennifer Mossotti
Printed Name: Jennifer Mossotti
Address: 818 Cindy Blair Way
Lexington, KY 40503

STANDARD BOARDING AGREEMENT

THIS AGREEMENT, for good and valuable consideration receipt of which is hereby acknowledged, dated the _____ day of _____, 20____ made by and between Greenfields Farm - John & Alston Kerr, hereinafter referred to as 'STABLE', providing services as an independent contractor, located at 5660 Old Richmond Rd. Lexington, KY 40515 and Jennifer Mossotti residing at 818 Cindy Blair Way, Lexington, KY 40502 hereinafter referred to as 'OWNER'. owner of the hereinafter-described horse (s). These parties warrant that they have the right to enter into this AGREEMENT.

1. Fees, Term and Location

In consideration of \$ 850.00 per horse per month paid by OWNER in advance on the 10th day of each month, STABLE agrees to board the herein described horse (s) at Green Fields Farm on a month to month basis commencing January 6, 2025. Partial months boarding shall be paid on a pro-rata basis based on the numbers of days boarded in a standard 30 day month.

2. Description of Horse (s)

Name: Lucian AGE: 7
Color: Gray Sex: Gelding
Breed: TB/Purcellon/Appaloosa
Registration/Tattoo Number (if applicable): _____
Value of Horse: \$ 10,000.00

(In the event that this AGREEMENT provides the herein described boarding services for more than one horse, the same information, in the same format, as provided in this Section 2, shall be set in writing and attached hereto as Exhibit 'A', which is hereby incorporated in full by reference.)

3 Feed and Facilities

FARM agrees to provide the following, in addition to normal and reasonable care and handling to maintain the health and well being of the animal (s).

Stall 12x12 minimum size stall

Turn-Out TBD maximum number of horses pastures or paddock (turn-out) on a daily basis.

Grain 11b. pounds of grain per day fed 1 times per day

Feed Type Tribute - Kalm nEZ specify feed type if applicable

Hay 1-2 pounds of hay per day fed 2 times per day

Hay Type grass mix specify type if applicable

Shoeing and Worming

STABLE will or will not agree (s) to provide the necessary shoeing and worming of the horse as is reasonably necessary. Provided however, such expense for same shall be the obligation of OWNER hereunder. Upon

presentation by STABLE of the bill for said services rendered, including service charges, if any, OWNER shall pay said bill within fifteen days that the bill is submitted to OWNER.

Grooming

STABLE shall or _____ shall not provide reasonable grooming for said horse (s) fees for which _____ shall or _____ shall not become part of and be included within the aforesaid fees.

Special Instructions to STABLE

will blanket if necessary

Furthermore, it is expressly recognized and understood that the boarding of said horse (s), as agreed to herein, is not a personal services contract and accordingly, any services provided for hereunder may be performed by STABLE or its employees, officers, agents and/or family members.

4. Exercise

The OWNER shall be solely responsible for the exercise of the horse (s) and it is expressly understood by OWNER that the horses will or _____ will not be turned out.

5. Ownership/Coggins Test

OWNER warrants that it owns said horse (s), that there are no liens against said horse (s), express or implied by law, and will provide prior to time of delivery of said horse (s), to STABLE, proof satisfactory of a negative Coggins test current within the twelve month period immediately preceding delivery of the horse to STABLE..

6. Risk of Loss

During the time that the horse (s) is/are in the custody of STABLE, STABLE shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse. This includes, but is not limited to, any personal injury or disability the horse may receive while of STABLE's premises. OWNER fully understands and hereby acknowledges that FARM does not carry any insurance on any horse(s) not owned by STABLE, including, but not limited to, such insurance for boarding or any other purposes, for which the horse(s) is/are covered under any public liability, accidental injury, theft or equine mortality insurance, and that all risks relating to boarding of horse (s), or for any other reason, for which the horse (s) is/are in the possession of STABLE, are to be borne by OWNER.

7. Hold Harmless

OWNER agrees to hold STABLE harmless from any claim resulting from damage or injury caused by said horse, OWNER or his guests and invitees, to anyone, including but not limited to legal fees and/or expenses incurred by STABLE in defense of such claims.

8. Liability Insurance

OWNER warrants that he presently carries in full force and effect, and throughout the period of this AGREEMENT shall continue to carry and maintain in full force and effect, liability insurance protecting OWNER and STABLE from any and all claim (s) arising out of or relating to this AGREEMENT, in the following amounts:

\$ _____ personal injury, and, \$ _____ maximum per accident; and,

\$ _____ property damage, and, \$ _____ maximum per accident.

Farm provides 5 million Umbrella policy -
Owner has horse privately insured.

9. Emergency Care

STABLE agrees to attempt to contact OWNER, at the following emergency telephone number

(859) 312-7683

Should STABLE feel that medical treatment is needed for said horse (s), provided however, that in the event the STABLE is unable to so contact OWNER within a reasonable time, which time shall be judged and determined solely by STABLE, STABLE is then hereby authorized to secure emergency veterinary care and/or blacksmith care, and by any licensed providers of such care who are selected by STABLE, as STABLE determines is required for the health and well-being of said horse (s). The cost of such care secured shall be due and payable by OWNER within fifteen days from the date OWNER receives notice thereof, provided however, that STABLE is authorized to arrange direct billing by said care provider to the OWNER.

10. Stable Rules

Owner hereby acknowledges receipt and understanding of the current STABLE Rules, which are incorporated by reference in full, as if fully set forth herein. OWNER agrees he and his guests and invitees will be bound and abide by these Rules, and accepts responsibility for the conduct of his guests and invitees according to these Rules. OWNER acknowledges the Rules include but are not limited to:

STABLE Safety Rules;

STABLE Hours of Operation;

Notice of Required Release and Waiver for minors;

Statement of Applicable state equine liability laws;

Required Veterinary care;

STABLE may revise these Rules from time to time and OWNER agrees any revision shall have the same force and effect as current Rules. Failure, as determined in STABLE's sole discretion, of OWNER or OWNER's guests and invitees to abide by STABLE Rules may result in STABLE declaring OWNER in default hereunder and result in termination of this AGREEMENT.

11. Default

Either party may terminate this AGREEMENT for failure of the other party to meet any material terms of this AGREEMENT, including but not limited to item 11 Stable Rules. In the case of a default by one party, the other party shall have the right to recover legal fees and expenses, if any, incurred as a result of said default. Any payment due STABLE under this AGREEMENT shall be due and payable by the tenth day of the month and immediately in the event of termination. Failure to make any payment by said due date shall place OWNER in default hereunder. Acceptance by STABLE of any late payment shall not constitute a waiver of subsequent due dates or determinations of default.

12. Assignment

This AGREEMENT may not be assigned by OWNER without the express written consent of STABLE.

13. Notice of Termination

OWNER agrees that thirty (30) days notice shall be given to STABLE as to the termination of this AGREEMENT.

14. Right of Lien

OWNER is put on notice that STABLE has and may assert and exercise a right of lien, as provided for by the laws of the State of Kentucky, for any amount due for the board and keep of horse (s), and also for any storage or other charges due hereunder, and further agrees STABLE shall have the right, without process of law, to attach a lien to your horse (s) after two (2) months of non-payment or partial payment and STABLE can then sell horse (s) to recover its loss

15. Mediation/Arbitration by Equine Dispute Resolution Service

In the event of any dispute or disagreement relating in any manner whatsoever to this AGREEMENT the parties agree and consent to engage in mediation in a good faith effort to resolve the dispute amicably before either party resorts to court action. Mediation shall be conducted by and according to the rules of the Equine Dispute Resolution Service (EDRS) and shall be commenced within 45 days of such disagreement or the request of either party to mediation. In the event that the parties are unable to successful resolve said dispute through said mediation, then, in that event, the parties agree to submit the dispute to binding arbitration by and according to the rules of Equine Dispute Resolution Service (EDRS), within 30 days of any declaration of impasse by EDRS.
THIS AGREEMENT IS SUBJECT TO THE LAWS OF THE State of Kentucky.

Executed at 8/30/24 on the date first set forth above.

"STABLE"

By:

Allen M. Kerr

Aaron M. Kerr

Address:

5660 Old Richmond Rd Lexington, Ky 40511

Telephone: (859) 351-5819

"Owner"
By: Jennifer Mossotti
Address: 818 Cindy Blue Way, Lexington, KY 40503
Telephone: 859, 312-7683

Emergency Contacts:

Ron Mossotti (859)-361-2363

Vet: Rhodes Bell, DVM (859)-536-2735

Vet Tech: Alaina - (864) 903-4299

Farrier: Caleb Spink - (502) 741-3924

Alternate Contact: Emma Forsyth - (720) 360-5202