

Settlement Agreement

This Settlement Agreement ("the Agreement") is made as of the ____ day of _____, 2025, ("Effective Date") between the Lexington-Fayette Urban County Government ("LFUCG"); Oakbrook Properties, LLC ("Oakbrook"); and Trilogy Healthcare of Fayette III, LLC ("Trilogy") (collectively "the Parties").

WHEREAS, LFUCG brought suit against Oakbrook, Trilogy, and others pursuant to the Eminent Domain Act of Kentucky for property interests necessary for the expansion of Citation Boulevard in Lexington, Kentucky; and

WHEREAS, Oakbrook failed to object to LFUCG's right to take and was found in Default by the Fayette Circuit Court on the issue; and

WHEREAS, Trilogy filed a response disputing LFUCG's right to take; and

WHEREAS, an existing generator, main electric box, and related appurtenances and utilities exist in the area condemned which are required to be moved so that LFUCG may begin construction;

WHEREAS, due to the disputed nature of the claims at issue in the condemnation, the prospect of unpredictable results, and the necessity of coordination to ensure LFUCG may construct the project with little burden to Oakbrook and Trilogy, the Parties wish to make a full and final compromise and settlement of all claims and disputes between them related to the condemnation as of the Effective Date.

NOW, THEREFORE, in consideration of mutual agreements, covenants and provisions contained in this agreement the sufficiency and adequacy is hereby agreed to by the Parties, the Parties agree as follows:

(1) That Oakbrook and/or Trilogy shall perform the entire work outlined in the plans

attached hereto as Exhibit A, to move the generator, main electric box, and related appurtenances and utilities currently within the boundaries of the interests to be conveyed to LFUCG to new locations outside the boundaries of said interests, to the reasonable satisfaction of LFUCG.

(2) That LFUCG shall pay the maximum, total, and collective sum, not to exceed, Seven Hundred Ninety-Six Thousand Three Hundred Fifty-One Dollars and Zero Cents (\$796,351.00), as follows:

- a. Two Hundred Ninety-Eight Thousand One Hundred Seventy-Five Dollars and Fifty Cents (\$298,175.50) on the closing date agreed between the Parties, which must occur within thirty (30) days after the Effective Date.
- b. One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after Oakbrook and/or Trilogy have begun construction in accordance with the plans attached hereto as Exhibit A. The determination regarding whether construction has commenced shall be made in LFUCG's reasonable discretion after review of all documentation provided by Oakbrook and/or Trilogy.
- c. One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days after Oakbrook and/or Trilogy perform fifty percent (50%) of the entire work outlined in the plans attached hereto as Exhibit A. The determination regarding whether construction has reached fifty percent (50%) completion shall be made in LFUCG's reasonable discretion after review of all documentation provided by Oakbrook and/or Trilogy.

- d. Two Hundred Ninety-Eight Thousand One Hundred Seventy-Five Dollars and Fifty Cents (\$298,175.50) within thirty (30) days after Oakbrook and/or Trilogy performs the entire work outlined in the plans attached hereto as Exhibit A, to the reasonable satisfaction of LFUCG.
- e. Oakbrook and/or Trilogy shall submit all necessary plans to LFUCG within sixty (60) days after the Effective Date. Oakbrook and/or Trilogy shall begin construction within thirty (30) days after receiving all necessary permits from LFUCG and any necessary utility. The parties agree that the work outlined in Exhibit A shall be completed within one hundred and eighty (180) days from the commencement of construction, with the possibility of up to two (2) thirty (30) day extensions thereafter for delays caused by factors outside the control of Oakbrook and/or Trilogy or their contractors. Additional thirty (30) day extensions may be granted at the sole discretion of LFUCG.
- f. LFUCG shall work with its contractor to protect certain items within the boundaries of the property interests conveyed and agreed between the Parties from its construction activities. To the extent those items are disturbed, LFUCG shall require its contractor to restore said items to the same quality as existing prior to the commencement of construction activities. Oakbrook and Trilogy agree that any damages sustained by LFUCG's contractors under this subsection shall be limited by the remedy contained herein.
- g. Upon approval by LFUCG of the final construction plans from Oakbrook

and/or Trilogy, the final plans shall replace Exhibit A for the purposes of this Agreement.

- (3) Oakbrook and Trilogy shall determine, between themselves, how the aforementioned sums shall be split. LFUCG shall not be responsible for any additional payments to either party for the interests conveyed herein, or for cost overruns associated with the work by Oakbrook and/or Trilogy required under this Agreement, that are not provided in this Settlement Agreement. Prior to any payment provided by LFUCG, Oakbrook and Trilogy shall inform LFUCG, in writing signed by both parties, to which entity payment shall be directed and the roles and responsibilities of both Oakbrook and Trilogy in the performance of the work required hereunder, including the contact information of representatives from both Oakbrook and Trilogy responsible for project completion.
- (4) At the closing described in Section (2)(a) above, Oakbrook shall execute a general warranty deed conveying the property interests herein described in Section 9, below, to LFUCG. The contents of said deed shall be to the reasonable satisfaction of LFUCG. LFUCG shall provide any necessary temporary easements to allow Oakbrook and/or Trilogy to perform the work described in Section 1.
- (5) LFUCG shall dismiss its condemnation action upon final payment to Oakbrook and/or Trilogy as provided in Section 2 above.
- (6) Each Party shall pay its own costs. Without limiting the foregoing, LFUCG shall not be responsible for payment of court costs, attorney's fees, or any costs associated with the condemnation action or this Settlement Agreement, borne

by Oakbrook or Trilogy.

- (7) Oakbrook and/or Trilogy shall be responsible for obtaining any approvals or releases from those entities with an interest in the subject property, to the extent applicable.
- (8) Oakbrook and Trilogy shall allow LFUCG any necessary reasonable access to monitor their performance under this Agreement.
- (9) The property interests to be obtained by LFUCG pursuant to this Settlement Agreement are depicted on the attached Exhibit B and described, as follows:

FEE SIMPLE RIGHT-OF-WAY
(a portion of 1376 Silver Springs Drive)
Citation Boulevard Phase 3A Project
Parcel No. 136a

Parcel 136a - Proposed Right of Way

BEGINNING, at an iron pin set with identifier #3313, on the existing east right-of-way line of Silver Springs Drive, 53.78 feet right of Station 137+27.22 centerline of Citation\ Boulevard; thence along the existing east right-of-way line of Silver Springs Drive, North 13 degrees 29 minutes 59 seconds East, a distance of 11.13 feet to an iron pin set with identifier #3313, 42.71 feet right of Station 137+26.09 centerline of Citation Boulevard; thence with the existing east right-of-way line of Silver Springs Drive, along a curve to the right with a radius of 20.00 feet, an arc length of 33.17 feet, and a chord of North 61 degrees 01 minutes 04 seconds East, a distance of 29.50 feet, to an iron pin set with identifier #3313, 20.59 feet right of Station 137+46.25 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard along a curve to the right with a radius of 976.50 feet, an arc length of 85.81 feet, and a chord of South 68 degrees 56 minutes 20 seconds East, a distance of 85.78 feet to an iron pin set with identifier #3313, 18.18 feet right of Station 138+33.66 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard, South 66 degrees 25 minutes 17 seconds East, a distance of 242.48 feet to an iron pin set with identifier #3313, 20.97 feet right of Station 140+74.48 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard along a curve to the left with a radius of 530.00 feet, an arc length of 102.90 feet, and a chord of South 71 degrees 59 minutes 00 seconds East, a distance of 102.74 feet to an iron pin set with identifier #3313, 20.87 feet right of Station 141+75.82 centerline of Citation Boulevard; thence with the

existing south right-of-way line of Citation Boulevard, South 77 degrees 32 minutes 43 seconds East, a distance of 141.51 feet to an iron pin set with identifier #3313, 12.42 feet right of Station 143+17.67 centerline of Citation Boulevard; thence with the existing south right-of-way line of Citation Boulevard along a curve to the right with a radius of 20.00 feet, an arc length of 31.57 feet, and a chord of South 32 degrees 20 minutes 12 seconds East, a distance of 28.39 feet to an iron pin set with identifier #3313, in the existing west right-of-way line of Asbury Lane, 29.96 feet right of Station 143+40.47 centerline of Citation Boulevard; thence with the existing west right-of-way line of Asbury Lane, South 12 degrees 52 minutes 20 seconds West, a distance of 7.10 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+41.40 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 963.00 feet, and arc length of 39.86 feet, and a chord of North 70 degrees 58 minutes 47 seconds West, a distance of 39.85 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+00.02 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 72 degrees 28 minutes 55 seconds West, a distance of 98.61 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 141+99.78 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 1533.50 feet, and arc length of 199.16 feet, and a chord of North 71 degrees 03 minutes 26 seconds West, a distance of 199.02 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 140+04.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 67 degrees 20 minutes 12 seconds West, a distance of 37.98 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 22 degrees 39 minutes 48 seconds East, a distance of 3.99 feet to an iron pin set with identifier #3313, 29.51 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 67 degrees 20 minutes 56 seconds West, a distance of 157.53 feet to an iron pin set with identifier #3313, 33.00 feet right of Station 138+10.07 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 967.00 feet, and arc length of 61.98 feet, and a chord of North 68 degrees 01 minutes 02 seconds West, a distance of 61.97 feet to an iron pin set with identifier #3313, 33.00 feet right of Station 137+45.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 14.92 feet, and arc length of 10.89 feet, and a chord of South 89 degrees 14 minutes 12 seconds West, a distance of 10.65 feet to an iron pin set with identifier #3313, 36.75 feet right of Station 137+35.65 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 16.15 feet, and arc length of 15.13 feet, and a chord of South 41 degrees 29 minutes 10 seconds West, a distance of 14.59 feet to an iron pin set with identifier #3313, 50.26 feet right of Station 137+29.92 centerline of Citation

Boulevard; thence with the proposed Citation Boulevard right-of-way, South 14 degrees 38 minutes 44 seconds West, a distance of 3.29 feet to an iron pin set with identifier #3313, 53.54 feet right of Station 137+30.19 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, North 75 degrees 37 minutes 49 seconds West, a distance of 2.82 feet to an iron pin set with identifier #3313, 53.78 feet right of Station 137+27.22 centerline of Citation Boulevard and the **TRUE POINT OF BEGINNING**, containing 8,980 square feet or 0.207 acres.

Being part of property conveyed to Oakbrook Properties, LLC in Deed Book 3865, Page 653 of record in the Fayette County Clerk's Office. The above-described parcel is conveyed in fee simple.

Temporary Construction Easement
(a portion of 1376 Silver Spring Drive)
Citation Boulevard Phase 3A Project
Parcel No. 136b

Parcel 136b - Temporary Easement

BEGINNING, at point in the existing east right-of-way line of Silver Springs Drive, 58.75 feet right of Station 137+27.74 centerline of Citation Boulevard; thence along the existing east right-of-way line of Silver Springs Drive, North 13 degrees 29 minutes 59 seconds East, a distance of 5.00 feet to an iron pin set with identifier #3313, 53.78 feet right of Station 137+27.22 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way line, South 75 degrees 37 minutes 49 seconds East, a distance of 2.82 feet to an iron pin set with identifier #3313, 53.54 feet right of Station 137+30.19 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way line, North 14 degrees 38 minutes 44 seconds East, a distance of 3.29 feet to an iron pin set with identifier #3313, 50.26 feet right of Station 137+29.92 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 16.15 feet, and arc length of 15.13 feet, and a chord of North 41 degrees 29 minutes 10 seconds East, a distance of 14.59 feet to an iron pin set with identifier #3313, 36.75 feet right of Station 137+35.65 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 14.92 feet, and arc length of 10.89 feet, and a chord of North 89 degrees 14 minutes 12 seconds East, a distance of 10.65 feet to an iron pin set with identifier #3313, 33.00 feet right of Station 137+45.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 967.00 feet, and arc length of 61.98 feet, and a chord of South 68 degrees 01 minutes 02 seconds East, a distance of 61.97 feet to an iron pin set with

identifier #3313, 33.00 feet right of Station 138+10.07 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 67 degrees 20 minutes 56 seconds East, a distance of 157.53 feet to an iron pin set with identifier #3313, 29.51 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 22 degrees 39 minutes 48 seconds West, a distance of 3.99 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 139+67.00 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 67 degrees 20 minutes 12 seconds East, a distance of 37.98 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 140+04.98 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the left with a radius of 1,533.50 feet, and arc length of 199.16 feet, and a chord of South 71 degrees 03 minutes 26 seconds East, a distance of 199.02 feet to an iron pin set with identifier #3313, 33.50 feet right of Station 141+99.78 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way, South 72 degrees 28 minutes 55 seconds East, a distance of 98.61 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+00.02 centerline of Citation Boulevard; thence with the proposed Citation Boulevard right-of-way along a curve to the right with a radius of 963.00 feet, and arc length of 39.86 feet, and a chord of South 70 degrees 58 minutes 47 seconds East, a distance of 39.85 feet to an iron pin set with identifier #3313, 37.00 feet right of Station 143+41.40 centerline of Citation Boulevard; thence with the existing west right-of-way line of Asbury Lane, South 12 degrees 52 minutes 20 seconds West, a distance of 0.26 feet to a point, 37.26 feet right of Station 143+41.44 centerline of Citation Boulevard; thence with the existing west right-of-way line of Asbury Lane along a curve to the left with a radius of 330.00 feet, and arc length of 4.78 feet, and a chord of South 12 degrees 27 minutes 22 seconds West, a distance of 4.78 feet to a point, 42.00 feet right of Station 143+42.11 centerline of Citation Boulevard; thence with the proposed temporary easement line along a curve to the left with a radius of 958.00 feet, and arc length of 40.31 feet, and a chord of North 70 degrees 57 minutes 32 seconds West, a distance of 40.31 feet to a point, 42.00 feet right of Station 143+00.03 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 72 degrees 28 minutes 55 seconds West, a distance of 98.49 feet to a point, 38.50 feet to the right of Station 141+99.69 centerline of Citation Boulevard; thence with the proposed temporary easement line along a curve to the right with a radius of 1538.50 feet, and arc length of 167.90 feet, and a chord of North 71 degrees 38 minutes 51 seconds West, a distance of 167.82 feet to a point, 38.50 feet right of Station 140+35.99 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 66 degrees 23 minutes 27 seconds West, a distance of 210.85 feet to a point, 37.67 feet to the right of Station 138+27.32 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 70 degrees 37 minutes 19 seconds West, a distance of 78.37 feet to a point, 41.91 feet to the right of

Station 137+45.80 centerline of Citation Boulevard; thence with the proposed temporary easement line along a curve to the left with a radius of 10.00 feet, and arc length of 16.53 feet, and a chord of South 62 degrees 00 minutes 42 seconds West, a distance of 14.71 feet to a point, 52.81 feet right of Station 137+35.43 centerline of Citation Boulevard; thence with the proposed temporary easement line, South 14 degrees 38 minutes 44 seconds West, a distance of 5.18 feet to a point, 57.97 feet to the right of Station 137+35.90 centerline of Citation Boulevard; thence with the proposed temporary easement line, North 76 degrees 30 minutes 01 seconds West, a distance of 7.73 feet to a point, 58.75 feet to the right of Station 137+27.74 centerline of Citation Boulevard and the **TRUE POINT OF BEGINNING**, containing 3,495 square feet.

Being part of property conveyed to Oakbrook Properties, LLC in Deed Book 3865, Page 653 of record in the Fayette County Clerk's Office.

- (10) Cooperation and Conduct to Effectuate the Terms of this Agreement. The Parties shall cooperate with one another to effectuate the terms of this Agreement.
- (11) Denial of Liability. The Parties agree that nothing contained herein, and no action taken by any Party with respect to this Agreement, shall be construed as an admission of liability or that LFUCG failed to follow the requirements of the Eminent Domain Act of Kentucky or relevant federal or state law.
- (12) Notice. Any notice, demand, or request required or permitted to be given under the provision of this Agreement shall be in writing, including by email, and shall be deemed to have been duly delivered and received on the date of receipt of personal delivery and shall be addressed to the following addresses, or to such other address as any party may request in writing:

If to LFUCG:

Lexington-Fayette Urban County Government
Department of Law
c/o Evan P. Thompson
200 East Main Street, 11th Floor
Lexington, Kentucky 40507

If to Oakbrook or Trilogy:

Jon A. Woodall
McBrayer PLLC
201 East Main Street, Suite 900
Lexington, KY 40507

- (13) No Claim Assignment. The Parties warrant and represent that they have not assigned any right, claim or cause of action of any kind relating to or concerning any issues or disputes asserted in the Litigation, or any agreements between any of the Parties, whether orally or in writing.
- (14) Termination. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement due to default by either Oakbrook or Trilogy under this Agreement. LFUCG shall provide Oakbrook and Trilogy with at least thirty (30) days advance written notice and opportunity to cure prior to termination. Trilogy and Oakbrook may only terminate this Agreement based upon LFUCG's failure to timely pay as provided in Section 2. Trilogy and Oakbrook shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- (15) Miscellaneous.
- a. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, together with their respective division, parent and subsidiaries or affiliated corporations or entities. Oakbrook and Trilogy agree to provide a copy of this Agreement to all successors and assigns.
 - b. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation and right contained in this Agreement.

- c. This Agreement embodies the complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior oral and written understandings, agreements, and arrangements between all of them, if any, relating to the subject matter hereof. This Agreement may be amended altered, modified or waived, in whole in in part, only in writing executed by all Parties, hereto. This Agreement may not be amended, altered modified or waived in whole or in part, orally.
- d. It is further understood that this Agreement shall be governed by, construed, interpreted, applied, and enforced in accordance with the laws of the Commonwealth of Kentucky.
- e. This Agreement may be executed in multiple counterparts or copies and/or on separate signature pages, any or all of which, when taken together, shall be deemed an original for all purposes and all of which, when taken together shall constitute one agreement.
- f. The Parties agree to cooperate in taking all steps necessary to force full force and effect to this Agreement, and to execute all additional documents necessary to effectuate the terms and conditions of this Agreement.
- g. The Parties agree and understand that terms of this Agreement are contractual and are not merely recitals and the Parties hereto intend to be and are hereby bound by its terms. The preamble to this Agreement is incorporated into this Agreement and becomes a material part of the Agreement.

- h. The failure or delay on the part of any Party to exercise any rights, powers, or privileges hereunder shall not operate as a waiver thereof.
- i. This Agreement does not create a contractual relationship with or right of action in favor of a third party against any of the Parties.
- j. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
- k. The Parties agree that this Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one Party and in favor of the other.
- l. If any term condition, or covenant contained in this Agreement is for any reason found null, void, or otherwise unenforceable, that portion of this Agreement shall be treated as severed and the remainder of this Agreement will remain in full force and effect as if the severed portion were never contained herein. However, this paragraph does not apply to any material term, condition, or covenant that form all or part of the consideration supporting this Agreement.
- m. Each undersigned individual, by his or her signature below, warrants that he or she is of legal age, legally competent to execute this Agreement, and fully authorized by the Party on whose behalf he or she signs this Agreement to execute and enter into this Agreement on behalf of such Party.

IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth

herein.

Lexington-Fayette Urban County
Government

Attest:

By: Linda Gorton, Mayor

Lexington-Fayette Urban County Council Clerk

Oakbrook Properties, LLC

Chris A. Ramsey
By: Chris A. Ramsey
Its: Manager

STATE OF INDIANA)
COUNTY OF PERRY)

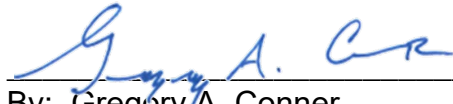
The foregoing instrument was subscribed, sworn to and acknowledged before me this 15th day of August, 2025, by Chris A Ramsey, as Manager of Oakbrook Properties, LLC, for and on behalf of said company.

My Commission Expires: 07/7/27
Commission No.: 627711

Brandon M. Hurley
Brandon M. Hurley, Notary Public
Residing in Spencer County, Indiana



Trilogy Healthcare of Fayette III, LLC



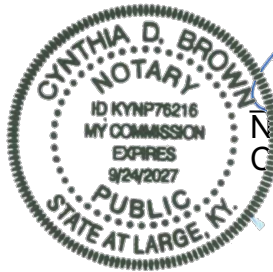
By: Gregory A. Conner

Its: SVP, Treasurer and Assistant Secretary

COMMONWEALTH OF KENTUCKY)

COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of July 2025, by Gregory A. Conner, as SVP, Treasurer and Assistant Secretary of Trilogy Healthcare of Fayette III, LLC, for and on behalf of said company.



Notary Public in and for said County and Commonwealth

My commission expires September 24, 2027

Registration Number: KYNP76216