

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

MEMORANDUM OF
UNDERSTANDING

Project Name: Expansion Area 3-Pump Station
Address: 2358 Newtown Pike
DB: 3205 Page: 586 Cabinet Slide: P.C. R, Sld. 130
PVA Parcel ID: 38133550 Lot:
Subdivision: E. Bridgeford Land & DEVCO PH1 UNI

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 \$10.00. 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/easement will convey approximately 2.319 (acres - sq. ft.) of land; 0.205 (acres- sq. ft.) of permanent easement(s); 1.189 (acres-sq. ft.) of construction easement(s); 0.925 (acres - sq. ft.) of temporary easements(s); and (acres - sq. ft.) excess property (uneconomic remnant).

In addition to the points set out above, the following conditions and terms will be included in this transaction:
See attachment Hospice of the Bluegrass MOU: Additional Terms and Conditions

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

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: Hospice of the Bluegrass Inc.
Address: 2312 Alexandria Dr.
Lexington, KY 40504
Social Security No.: tax id 61-0978097
Amount of Check: \$ 10.00
Phone Number 859-321-7484

Name: _____
Address: _____
Social Security No.: _____
Amount of Check: \$ _____
Phone Number _____

The above, together with the sanitary sewer 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 2nd day of October, 2017.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By:

Vernon Agavado

PROPERTY OWNERS' SIGNATURES

Elizabeth Durst Fowler
President and CEO

Hospice of the Bluegrass MOU: Additional Terms and Conditions

1. Vision Engineering shall design and LFUCG shall construct a gravity sewer at no cost to the Hospice of the Bluegrass property. A sanitary sewer manhole will be installed on the Hospice of the Bluegrass property near the boundary with LFUCG Property. The manhole will have a stub-out for a future connection for Hospice of the Bluegrass and an additional stub-out for a gravity line extension to the south of the Hospice of the Bluegrass property. The gravity line extension shall be sized by Vision to accommodate future connections.
2. Hospice of the Bluegrass agrees to provide at no cost to LFUCG four easements (see descriptive easement exhibits attached):
 - a. Easement A – Permanent easement for sanitary sewer manhole being installed on HB property and future sanitary sewer extension to properties fronting Providence Place Parkway for which the date of construction has not been established.
 - b. Easement B – Temporary easement for construction of sanitary sewer manhole and stub outs
 - c. Easement C – Temporary construction easement providing area for LFUCG contractor staging, spoils area and construction of Landscape berm on HB property.
 - d. Easement D – Temporary construction easement for construction entrance onto Hospice of the Bluegrass property and construction of sanitary sewer force main
3. LFUCG shall construct at no cost to Hospice of the Bluegrass a construction entrance from Newtown Pike onto the Hospice of the Bluegrass property. This construction entrance shall be used for construction access of the sanitary sewer force main on the Hospice of the Bluegrass property.
4. LFUCG shall provide at no cost to Hospice of the Bluegrass a landscape berm designed by Vision Engineering. The berm shall be on Hospice of the Bluegrass property and warranted for one year, after which Hospice of the Bluegrass shall take all responsibility for maintenance.
5. LFUCG shall provide at no cost to Hospice of the Bluegrass a 6' privacy fence to be specified by Vision Engineering. The privacy fence shall be on the property line between LFUCG and Hospice of the Bluegrass properties. The privacy fence shall be warranted for one year, after which Hospice of the Bluegrass shall take all responsibility
6. Hospice of the Bluegrass acknowledges and agrees that the EA3 Force Main sewer will be constructed in the existing "Utility Easement" on the north side of its property on Newtown Road. Hospice of the Bluegrass agrees to provide at no cost to LFUCG an additional 10-ft temporary construction easement for construction of the EA3 Force Main sewer.
7. LFUCG agrees to restore Hospice of the Bluegrass property, including fences to an "equal to or better condition" following construction of the gravity line extension to the Hospice of the Bluegrass

property and the EA3 Force Main sewer. The method of site restoration shall be seed and straw for grass areas.

8. Nothing in this agreement shall be construed as a waiver of any tap, connection, exaction, or other fee as established by LFUCG Ordinance. Hospice of the Bluegrass understands they are responsible for all applicable fees.

9. LFUCG acknowledges that Hospice of the Bluegrass has paid all developer exaction fees for the property known as 2356 Newtown Pike.

10. To the extent permissible by law, LFUCG agrees to indemnify and hold harmless Hospice of the Bluegrass from loss, liability, damages or costs that Hospice of the Bluegrass may incur as a result of LFUCG's construction activities on HB property, to the extent caused solely by the negligent or willful acts of LFUCG. Nothing contained herein is intended to be, nor shall it be, a waiver of any defense, including that of sovereign immunity, that LFUCG may have as to any third party.

LFUCG

Hospice of the Bluegrass, Inc.

Sanitary Sewer Easements

2356 Newtown Pike

Easement "A"

20' Permanent Sanitary Sewer Easement

Beginning at a point in the western line of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, said point being South 23° 19' 09" West 29.15 feet from a found 5/8" dia. rebar with cap stamped "EAP 2115", said rebar being the northeast corner of the servient parcel; thence with a new severance line for two (2) calls:

1. North 77° 51' 51" West 50.67 feet;
2. South 23° 19' 09" West 412.75 feet to a point in the line of the parcel conveyed to Barbara W. Poole in Deed Book 2819, Page 277; thence with the line of Poole for one (1) call:
3. South 65° 14' 57" East 20.00 feet; thence with a new severance line for two (2) calls:
4. North 23° 19' 09" East 396.81 feet;
5. South 77° 51' 51" East 30.58 feet to a point in line of Anderson Ramsey LLC: thence with said line for one (1) call:
6. North 23° 19' 09" East 20.39 feet to the Point of Beginning containing 0.205 Acre.

Easement "B"

40' Temporary Construction Easement

Beginning at a point in the western line of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, said point being South 23° 19' 09" West 31.71 feet from a found 5/8" dia. rebar with cap stamped "EAP 2115", said rebar being the northeast corner of the servient parcel and the Pointy of Beginning of the above described 15' Permanent Easement; thence with the line of Anderson Ramsey, LLC for one (1) call:

1. North 23° 19' 09" East 10.19 feet; thence with a new severance line for two (2) calls:
2. North 77° 51' 51" West 61.16';
3. South 23° 19' 09" West 420.71 feet to a point in the line of the parcel conveyed to Barbara W. Poole in deed book 2819, Page 277; thence with the line of Poole for three (3) calls:
4. South 65° 14' 57" East 10.00 feet to the southwest corner of the above described 20' Permanent Easement;
5. South 65° 14' 57" East 20.00 fee to the southeast corner of the above described 20' Permanent Easement;
6. South 65° 14' 57" East 10.00 feet; thence with a new severance line for two (2) calls:
7. North 23° 19' 09" East 388.85 feet;
8. South 77° 51' 51" East 20.38 feet to a point in the line of Anderson Ramsey LLC; thence with said line for two (2) calls:
9. North 23° 19' 09" East 10.19';

10. North 23° 19' 09" East 20.39 feet to the Point of Beginning containing 0.409 Acre.

Easement "C"

75' Material Storage Easement

Beginning at a found 5/8" dia. rebar with cap stamped "EAP 2115", the northwest corner of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, and being a corner of the parcel conveyed to Shenton Business LTD in Deed Book 3406, Page 662; thence with the line of Anderson Ramsey, LLC for one (1) call:

1. South 23° 19' 09" West 414.13 feet to the northwest corner of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2721, Page 448 602 and depicted as Lot 3 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361; thence with said line for one (1) call:
2. South 23° 19' 09" West 38.91 feet to a found 5/8" dia. rebar, the northeast corner of the parcel conveyed to Barbara W. Poole in Deed Book 2819, Page 277; thence with the line of Poole for one (1) call:
3. North 65° 14' 57" West 75.02 feet; thence with a new severance line for one (1) call:
4. North 23° 19' 09" East 453.05 feet to a point in the line of Shenton Business LTD; thence with said line for one (1) call:
5. South 65° 14' 29" East 75.02 feet to the Point of Beginning containing 0.780 Acre.

Easement "D"

Access Easement

Commencing at a found 5/8" dia. rebar with cap stamped "EAP 2115", the northwest corner of the parcel conveyed to Anderson Ramsey, LLC in Deed Book 2687, Page 602 and depicted as Lot 2 on the Final Record Plat for Kingston Hall, Unit 2 in Plat Cabinet R, Slide 361, all of the Fayette County Clerk's records, and being a corner of the parcel conveyed to Shenton Business LTD in Deed Book 3406, Page 662; thence North 65° 14' 29" East 75.02 feet; thence South 23° 19' 09" West 30.01 feet; thence with the line of Easement "C" described herein for one (1) call:

1. South 23° 19' 09" West 9.98 feet; thence with a new severance line and being 40.00 feet from and parallel with the northern line of the Servient parcel for one (1) call:
2. North 65° 14' 29" West 1339.27 feet; thence continuing with new severance line for two (2) calls:
3. South 19° 06' 25" West 169.80 feet;
4. North 65° 14' 29" West 150.73 feet to a point on the eastern Right-of-Way line of Newtown Pike; thence with said line for one (1) call:
5. North 19° 06' 25" East 179.85 feet to a to the southern line of an existing 30' Utility Easement; thence with said easement line for one (1) call:
6. South 65° 14' 29" East 1490.74 feet to the Point of Beginning containing 0.925 Acre.

The above described Easements being portions of the same parcel conveyed to Hospice of the Bluegrass, Inc. in Deed Book 3205, Page 586 and depicted as Phase 1, Lot 1 on the Final Record Plat for East Bridgeford Land and Development, Co. in Plat Cabinet R, Slide 130, all of the Fayette County Clerk's records.

NEWTOWN PIKE

LINE	BEARING	DISTANCE
L1	N 77°51'51" W	50.97'
L2	S 23°19'09" W	412.75'
L3	S 65°14'57" E	20.00'
L4	N 23°19'09" E	396.81'
L5	S 77°51'51" E	30.58'
L6	N 23°19'09" E	20.39'
L7	N 77°51'51" W	61.16'
L8	S 23°19'09" W	420.71'
L9	S 65°14'57" E	10.00'
L10	S 65°14'57" E	10.00'
L11	N 23°19'09" E	388.85'
L12	S 77°51'51" E	20.38'
L13	N 23°19'09" E	10.19'
L14	N 23°19'09" E	10.19'
L15	S 23°19'09" W	9.98'

EASEMENT "D"
TEMP. ACCESS
EASEMENT

45' U.S.A.B. SCREENING AND
BUFFERING YARD (P.C. R, SLD. 130)

50' LANDSCAPE BUFFER (P.C. R, SLD. 361)

EASEMENT AREAS:

- "A" 20' SAN EASE.: 0.205 AC
- "B" 40' CONST. EASE.: 0.409 AC
- "C" STORAGE EASE.: 0.780 AC
- "D" TEMP. ACCESS EASE.: 0.925 AC

2300 NEWTOWN PIKE
PVA #20120000
BARBARA W. POOLE
D.B. 2819, PG. 277
ZONE ED

2356 NEWTOWN PIKE
PVA #38133550
HOSPICE OF THE BLUEGRASS, INC
D.B. 3205, PG. 586
P.C. R, SLD. 130
ZONE: ED

2380 NEWTOWN PIKE
PVA #21849510
SHENTON BUSINESS LTD
D.B. 3406, PG. 662
ZONE A-R

30' U.E. (P.C. R, SLD. 130)

30' U.E. (P.C. R, SLD. 130)

URBAN SERVICE BOUNDARY

EASEMENT "D"
10' TEMP. ACCESS
EASEMENT

EASEMENT "A"
20' SANITARY
SEWER EASE.

EASEMENT "C"
75' MATERIAL
STORAGE EASE.

EASEMENT "B"
40' CONSTRUCTION
EASEMENT L15

S 65°14'57" E
75.02'

N 23°19'09" E

S 65°14'29" E
75.02'

8" DIA. REBAR (FND)

S 23°19'09" W
414.13'

5" DIA. REBAR
EAP 2115"(FND)

30' U.E. (P.C. R, SLD. 361)

1150 PROVIDENCE PLACE
PVA #38166140
ANDERSON RAMSEY, LLC
D.B. 2721, PG. 448
P.C.R, SLD. 361
ZONE ED

1181 PROVIDENCE PLACE
PVA #38262050
ANDERSON RAMSEY, LLC
D.B. 2687, PG. 602
P.C. R, SLD. 361
ZONE ED

50' LANDSCAPE BUFFER (P.C. R, SLD. 361)

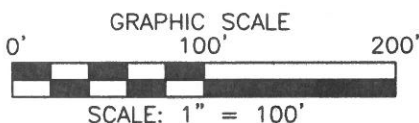
P.O.B. REFERENCE
S 23°19'09" W
29.15'

S 23°43'35" W 413.99'

8" DIA. REBAR
EAP 2115"(FND)

2380 NEWTOWN PIKE
PVA #21849510
SHENTON BUSINESS LTD
D.B. 3406, PG. 662
ZONE A-R

OWNER:
HOSPICE OF THE BLUEGRASS, INC.
2312 ALEXANDRIA DRIVE
LEXINGTON, KY 40504



Environmental, Civil, Engineering Consultants, Land Surveying

EXHIBIT SHOWING SANITARY SEWER EASEMENT ACQUISITION EXPANSION AREA 3