

FEDERAL BUREAU OF PRISONS
STIPULATIONS
FOR AN EASEMENT TO LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT
FOR CONSTRUCTION OF A BRIDGE, CULVERT, AND ACCESS ROAD TO
SANITARY SEWER PUMP

1. The Grantee's use and occupation of the land for which the easement is granted shall be without cost or expense to the Federal Bureau of Prisons or the United States of America (Government). Further, the construction, installation, operation and maintenance of the bridge and culvert shall be performed without expense to the Government, except to the extent that contract(s) with the United States provide otherwise.
2. The Grantee shall construct, install, operate, maintain, repair, remove, and replace all equipment and facilities related to this project in a manner which complies with all pertinent Federal and State environmental laws and in a manner so as to prevent and avoid any threatened or actual release or disposal of any hazardous substance as identified in accordance with pertinent Federal or State environmental laws. In the event any liability does arise under Federal and/or State environmental laws as the result of the Grantee's use, or because of activities which are found to be associated with the Grantee's use of the easement, the Grantee shall indemnify the Government for any cleanup costs, response costs, natural resource damages, penalties, or any other costs for which the Government is found liable, including the cost of any studies and investigation necessary to determine an appropriate response to the contamination, and of any clean up or other response costs which the Government is required or obliged to undertake.
3. Further, Grantee shall also be responsible for obtaining all Federal and State regulatory permits and approvals required or applicable to the activities of the Grantee pursuant to this easement and for compliance with all such permits and approvals.
4. The Grantee shall at all times keep the Warden of the Institution (Government), informed of any activity on this property incident to the exercise of the easement herein granted, including information on the beginning and completion of the construction and installation of the facilities, and the notification prior to ingress for the purpose of construction, installation, repair, or maintenance of any portion of the facilities. The Grantee further expressly agrees that prior to digging, excavation, or any ground disturbing activity in connection with this easement, Grantee shall provide notice to, and obtain prior approval from the Warden of the Institution regarding the nature and scope of any proposed ground disturbing activity.
5. The Grantee shall observe any and all regulations of the Government regarding the storage of machinery, tools, and equipment, including supervision of motor vehicles, drivers, and workmen on or in the proximity of the institution's property. Federal Medical Center Lexington is a secure facility and accountability of machinery, tools, and equipment is vital to keeping the institution secure and safe. The Grantee and its agents must at all times maintain possession and control machinery, tools, and equipment brought onto FMC Lexington property to perform work pursuant to this easement (e.g., shall secure (remove keys from) equipment and remove or secure tools at the end of each work day).

6. The Grantee shall protect any existing boundary markers removed by construction and reset them in their identical location.
7. At no cost to the Government, Grantee shall reinstall and/or relocate any and all existing fences, gas lines, roadways, poles, and all other utility lines, pipes, and structures that are disturbed as a result of the construction, operation, and maintenance of the facilities; and Grantee shall further be responsible for coordinating with, and obtaining all necessary permits and approvals related thereto from, the requisite governmental or regulatory authorities.
8. The Grantee shall maintain, modify, construct, and/or reconstruct such stormwater and/or other drainage facilities as necessary to provide elimination of surface water without causing destructive erosion to the property of the United States of America, and Grantee also assumes all responsibility for damage by flooding resulting from construction, installation, maintenance, and repair of the facilities.
9. Any property of the Government which may be damaged or destroyed incident to the construction and operation of the bridge and culvert shall be promptly repaired or replaced by the per or Grantee to the Government a sum of money sufficient to compensate for the loss sustained by reason of any such damage or destruction of said property.
10. The Grantee and/or its duly authorized agents shall neither make contact with any prisoner nor compromise the security and orderly operation of the Federal Medical Center. Any such violations shall be subject to penalties prescribed by 18 U.S.C. §1791. In the event that the Grantee does come in contact with a prisoner while on the property, the Grantee shall report it immediately to the Government point of contact.
11. This easement does not convey any interest whatsoever in any oil, gas, or other minerals in, on, or under the above described land.
12. Upon completion of construction, repair, and/or replacement activities, the surrounding premises shall be restored immediately by the Grantee to the substantially same condition as that in which it existed prior to commencement of such work, to the satisfaction of the Government.
13. The Government reserves the right to construct, use, and maintain across, over, and/or under the subject property utility lines and other facilities necessary for the operation of the institution in such a manner as not to create any unreasonable interference with the use of this easement.
14. The Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the use and occupation of said premises, nor for damages to the property or for injuries to the Grantee's officers, agents, servants, employees, or its successors or assigns or others who may be on said premises at their invitation.
15. The provisions and conditions of the easement shall extend to and be binding upon and shall inure to the benefit of the successors and assigns of both parties.
16. Any temporary construction permit areas granted in connection with this project shall expire upon completion of the installation of the facilities.

17. In the event of a failure to comply with any of the conditions and provisions herein set forth or nonuse of the easement for the purposes for which it was granted, or an abandonment, in whole or in part, this easement shall and the property shall revert to and become revested in the Government as fully and completely as if the easement had not been granted upon written notice of such termination being given to the Grantee, its respective successors and assigns, which shall be effective as of the date of such notice.

Terms and Conditions Accepted by the
Lexington Fayette Urban County Government

By: _____

Name and Title: _____

Date: _____

