

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (hereinafter "Agreement"), dated this 18th day of February, 2016, is made and entered into by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY (hereinafter "Board of Education") and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter "LFUCG").

WITNESSETH:

WHEREAS, the Board of Education has contracted to purchase from Centenary United Methodist Church, Inc. a certain tract of land on the Athens-Boonesboro Road containing 39.3138 acres (hereinafter "Property") which will be used by the Board of Education for the construction and operation of a public elementary school with related facilities and a public middle school athletic complex with related facilities; and

WHEREAS, the Property is located outside of LFUCG's Urban Service Area and is not connected to the LFUCG sanitary sewer system; and

WHEREAS, the Property is designated as Parcel 1 on the minor consolidation plat of record in Plat Cabinet R, Slide 364, Fayette County Clerk's Office, a copy of which is attached hereto as Exhibit "A", and will be consolidated with the Board of Education's existing property known as the Edythe J. Hayes Middle School; and

WHEREAS, the Board of Education's existing property known as the Edythe J. Hayes Middle School is located inside the Urban Service Area and is connected to the LFUCG sanitary sewer system; and

WHEREAS, in light of the consolidation of the Property with the Board of Education's existing property known as the Edythe J. Hayes Middle School, the Board of Education has requested to bring sanitary sewer service to the Property by connecting the Property to the

LFUCG sanitary sewer system already serving the adjoining Edythe J. Hayes Middle School;
and

WHEREAS, it has been determined that LFUCG has sewer capacity under the terms and conditions of its Capacity Assurance Program to serve the Property; and

WHEREAS, the Board of Education understands that LFUCG does not ordinarily extend sanitary sewer service outside the Urban Services Area, but is willing to allow the Board of Education to construct a sanitary sewer connection, based on the following considerations: the Property is being consolidated with the Board's property known as the Edythe J. Hayes Middle School, which is located within the Urban Service Area and is already connected to the LFUCG sanitary sewer system; the status of the Board of Education as an instrumentality of the state exempt from zoning; the use of the consolidated property for the construction and operation of a public elementary school with related facilities and a public middle school athletic complex with related facilities; and the use of a sanitary sewer line sized only to serve the Property and connected only to the Property; and

WHEREAS, conditioned upon the Board of Education's compliance with and subject to the terms and conditions of this Agreement, LFUCG is willing to provide sanitary sewer service to the Property, provided that the connection of the Property to the LFUCG sanitary sewer system is made with a sanitary sewer line sized only to serve the Property and connected only to the Property and permitting no other connection to the LFUCG sanitary sewer system outside the Urban Services Area.

NOW, THEREFORE, for and in consideration of the premises, mutual understandings and agreements contained herein, the Board of Education and LFUCG hereby covenant and agree as follows:

1. Conditioned upon the Board of Education's compliance with LFUCG's Code of Ordinances relating to the operation and use of the sewer system as may be amended from time to time and subject to the terms and conditions of this Agreement, upon completion of construction of required pumping facilities and a sewer force main by the Board of Education sized to serve only the Property and connected only to the Property, LFUCG agrees to permit connection of the sewer facilities installed by the Board of Education to the existing facilities of LFUCG and to provide sanitary sewer utility service to the Property. This Agreement covers only the Property and no other parcels of land.

2. The Board of Education shall design and construct, according to specifications approved by LFUCG, a pump station and force main to be connected only to the Property and sized only as required to convey flows from the Property to a LFUCG approved point of connection within the existing LFUCG sewer system as shown generally on Exhibit "B" attached hereto. These sewer facilities shall be owned, operated and maintained by the Board of Education. Upon completion of construction of the aforesaid facilities, the Board of Education's engineers shall deliver a signed certificate of completion certifying to LFUCG that the construction is completed, that the construction has been completed in accordance with all permits, approved plans, and any applicable legal requirements, and as constructed it will function for the purpose for which it was designed. Upon completion of construction by the Board of Education, receipt of the engineer's certification as set forth above, and the inspection and approval by LFUCG, the aforesaid sanitary sewer facilities may be connected to the LFUCG system and placed in operation. LFUCG shall have the right to enter upon the Property for inspecting the operation of the installed sanitary sewer facilities at any time. The Board of Education shall pay sanitary sewer use fees (sewer use fees) as set forth in LFUCG'S Code of

Ordinances as the same may be amended from time to time. Unpaid sewer user fees shall be subject to penalties and interest as authorized by LFUCG's Code Ordinances.

3. The Board of Education understands and agrees that this connection to the LFUCG sanitary sewer system is made to provide sanitary sewer service only to the Property.

Connection to the LFUCG sanitary sewer system is to be made with a sanitary sewer line sized only as necessary to serve the Property and connected only to the Property. No other connection or use of the LFUCG sanitary sewer system will be permitted outside the Urban Service Area. The Board of Education agrees to provide six (6) months prior notification to LFUCG of any proposed expansion of the use of existing facilities, and any proposed expansion is subject to the inspection and approval of LFUCG.

4. In the event that gravity sewer service should become available to the Property, the Board of Education shall, at its costs and at the request of LFUCG, connect to said gravity facilities. Any such construction and connection shall be subject to the plan approval, engineer certification, inspection and acceptance process as set forth in this Agreement.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto. The Board of Education's rights hereunder shall not be assignable to any other person or entity.

6. This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

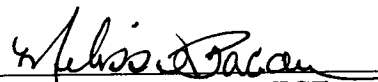
7. This Agreement constitutes the entire agreement between the parties and no verbal representations of any kind or modifications or alterations of this Agreement shall be valid unless reduced to writing and signed on behalf of both parties.

8. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement.

WHEREFORE, the parties have executed this Agreement as set forth below.


BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

Dated: 1/25/16

By: 
MELISSA BACON, VICE
CHAIRPERSON

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Dated: 18-Feb-2016

By: 
JIM GRAY, MAYOR

Attest:

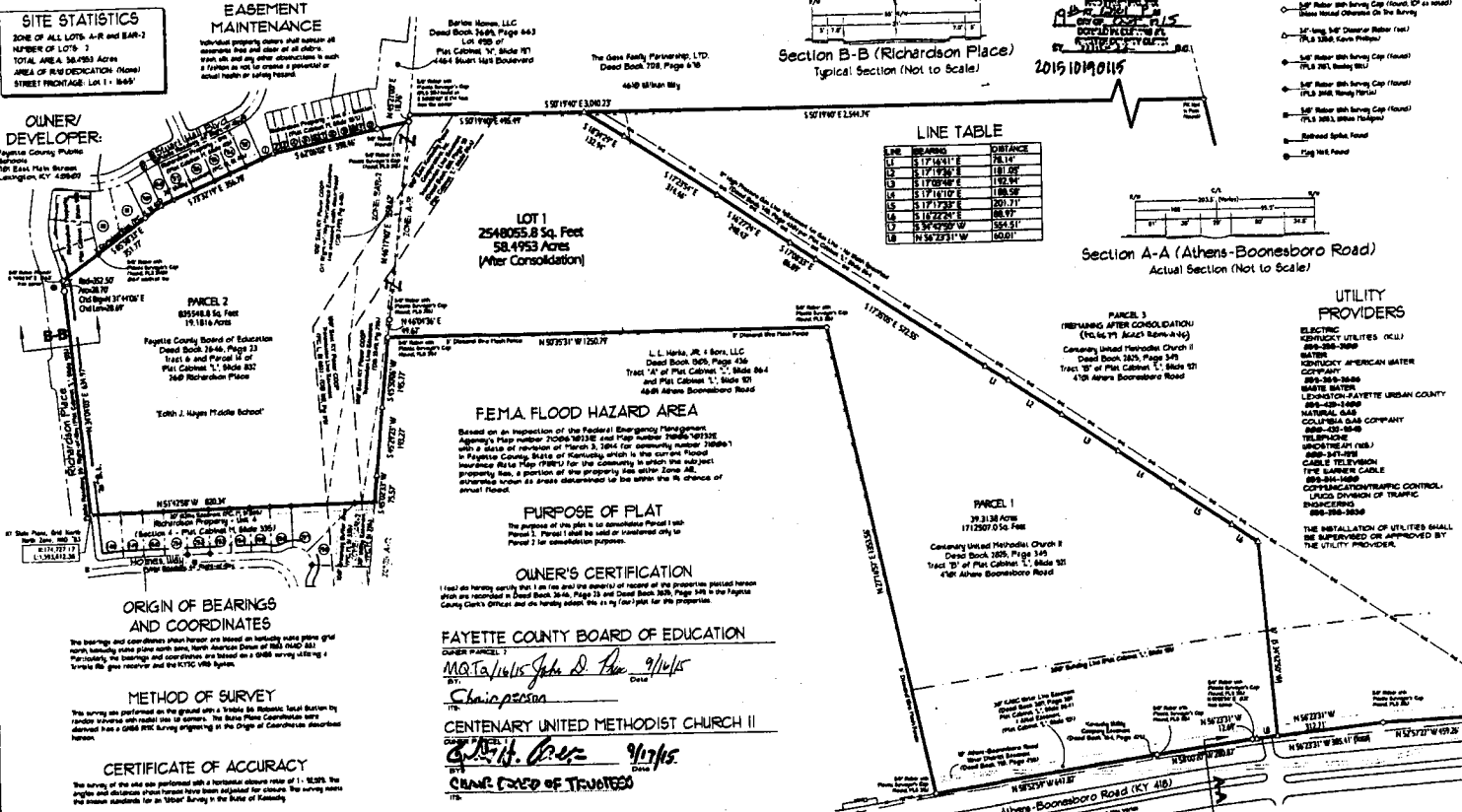

CLERK, URBAN COUNTY COUNCIL

8-5141

SITE STATISTICS
 ZONE OF ALL LOTS: A-R and B-A-2
 NUMBER OF LOTS: 7
 TOTAL AREA: 58,953 Acres
 AREA OF RESERVATION (None)
 STREET FRONTAGE: Lot 1 - 866'

EASEMENT MAINTENANCE
 Individual property owners shall maintain all easements and other interests in such easements and any other easements in such easements as not to encumber a portion or actual health or safety easement.

OWNER/DEVELOPER:
 Fayette County Public Schools
 10 East Main Street
 Lexington, KY 40507



F.E.M.A. FLOOD HAZARD AREA
 Based on an inspection of the Federal Emergency Management Agency's Flood number 70086 70038 and Flood number 70032 with a date of revision of March 3, 2004 for community number 70086 in Fayette County, State of Kentucky which is the current Flood Insurance Rate Map (FIRM) for the community in which the subject property lies, a portion of the property lies within Zone AE, otherwise known as areas determined to be within the 1% chance of annual flood.

PURPOSE OF PLAT
 The purpose of this plat is to consolidate Parcel 1 and Parcel 2 for consolidation purposes.

OWNER'S CERTIFICATION
 I, the undersigned, certify that I am the owner of the property described herein and that the same is as shown on this plat for the purpose of recording.

FAYETTE COUNTY BOARD OF EDUCATION
 MOT/Atty John D. B... 9/16/15
 Chairperson

CENTENARY UNITED METHODIST CHURCH II
 Atty. H. B... 9/16/15
 CRIME CASES OF KENTUCKY

PLANNING COMMISSION'S CERTIFICATION
 I, the undersigned, certify that this record plat has been reviewed and approved by the Board of Planning and Zoning for the purpose of recording.

Jim Dunham 10-16-15
 PLANNING COMMISSION SECRETARY DATE

LAND SURVEYOR'S CERTIFICATION
 I, the undersigned, certify that this record plat was prepared under my direction and that, to the best of my knowledge and belief, the boundaries of the property being transferred are true and correct.

STATE OF KENTUCKY
 KEVIN M. WATKINS
 3000
 LEWIS
 LAND SURVEYOR
 KEVIN M. WATKINS, PLS # 2300 DATE 08-31-2015

MINOR CONSOLIDATION PLAT
 OF
 L.L. HANKS, JR. & SONS, LLC - TRACT B (Athens School) and
 RICHARDSON PROPERTY - TRACT B - (Edythe J. Hayes Middle School)
 LOCATED AT:
 7470 Athens-Boonesboro Road & 7250 Richardson Place
 Lexington, Kentucky 40505

PREPARED BY:

WHEAT & LADENBURGER
 20 NORTH UPPER STREET
 LEXINGTON, KENTUCKY 40501
 Tel: (606) 254-8805 Fax: (606) 255-3561

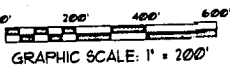
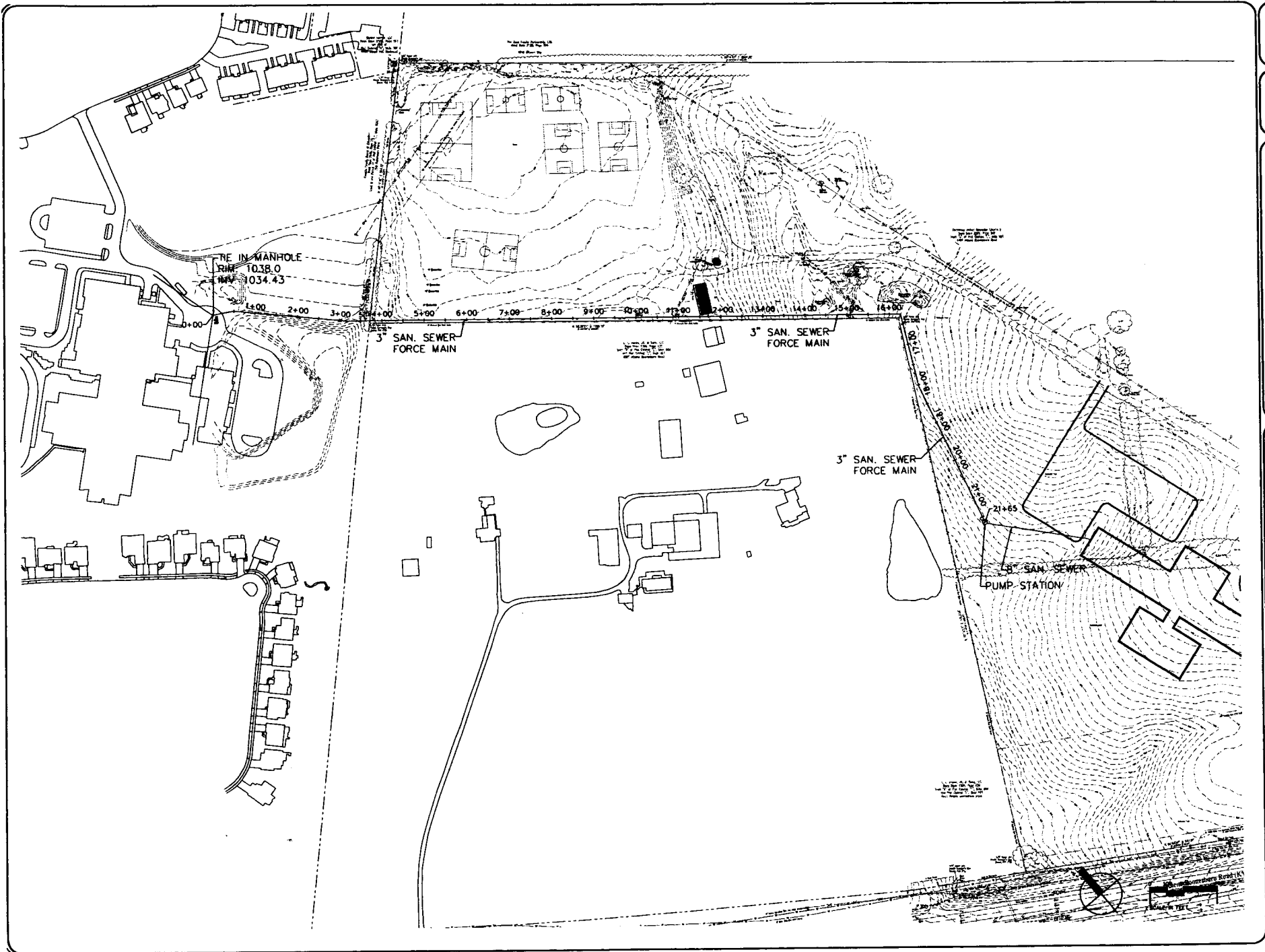


Exhibit "A"



FORCE MAIN AND PUMP STATION EXHIBIT

New Elementary School
 Portion of 4701 Athens Boonesboro Road
 Lexington, KY



DRAWN BY:
 DATE: 8/13/15
 CHECKED BY:
 REVISION:
 AC # 14-142

SHEET
 C1

Exhibit "A"