

DEPARTMENT OF THE ARMY

U. S. ARMY ENGINEER DISTRICT, LOUISVILLE CORPS OF ENGINEERS P. O. BOX 59 LOUISVILLE KY 40201-0059

March 21, 2025

RECEIVED

MAR 2 8 2025

OFFICE OF THE MAYOR

Real Estate Division Military Branch

LFUCG c/o Linda Gorton 200 E. Main St. Lexington, KY 40507

Re: Right-of-Entry DACA27-9-25-237, Lexington Bluegrass Army Depot, County of Favette, State of Kentucky.

Dear Landowner:

A fully executed copy of Right-of-Entry No. DACA27-9-25-237 granting access to the premises situated near Lexington Bluegrass Army Depot is enclosed with this letter.

If you have any further questions or concerns, please contact Ms. Kennedy Spencer at (502) 315-7006. Thank you for your cooperation in this matter.

Sincerely,
DAVIS.NANCY. Digitally signed by
DAVIS.NANCY.L.1230573251
L.1230573251
Date: 2025.03.20 14:11:28
Odroo:

Nancy L. Davis
Deputy Chief, Real Estate Division
Louisville District

Enclosure
Executed Right-of-entry

DEPARTMENT OF THE ARMY

RIGHT-OF-ENTRY FOR SURVEY AND EXPLORATION

Lexington Bluegrass Army Depot	94024050
Project, Installation or Activity	Tract No. or Other Property Identification

The undersigned, hereinafter called the "Owner", hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government," a right-of-entry upon the following terms and conditions:

- 1. The Owner hereby grants to the Government an irrevocable right to enter upon the lands hereinafter described at any time within a period of twenty-four (24) months from the date of this instrument, in order to collect water samples from hydrogeologic features (springs, seeps, streams, etc.) and place inert carbon packets for a Dye Tracer Study.
- 2. The right-of-entry includes the right of ingress and egress on other lands of the Owner not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Government.
- 3. All tools, equipment, and other property taken upon or placed upon the land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.
- 4. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, either repair such damage or make an appropriate settlement with the Property Owner. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Property Owner may have to make a claim under applicable laws for any damages other than provided for herein.
- 5. The land affected by this right-of-entry is located in the State of Kentucky, County of Fayette, and is shown on **Exhibit A** (map).

ROE No. DACA27-9-25-237

WITNESS MY HAND AND SEAL this day of March, 2025.

LANDOWNER NAME(S)

Signature

<u>Lexington- Fayette Urban County Government</u> [Print Name]

UNITED STATES OF AMERICA

DAVIS.NANCY Digitally signed by DAVIS.NANCY.L.1230573251 Date: 2025.03.20 14:12:03 -04'00'

Nancy L. Davis

Deputy Chief, Real Estate Division

LEASE NO. DACA27-9-25-237 LEXINGTON-BLUE GRASS ARMY DEPOT

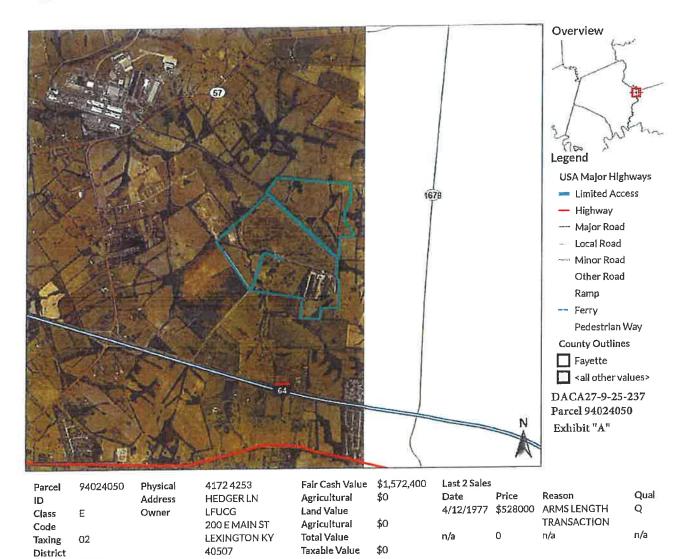
CERTIFICATE OF AUTHORITY

I, Macken Die Hock certify that I am the Deputy Council (Inte)	vK	
of the LFUCG that I and a Corton (Name of govt entity) (Name of Officer Signing Agreement)		
who signed the foregoing instrument on behalf of the grantee, was then		
Offige Held) of LFUCG (Name of govt entity)		
I further certify that the said officer was acting within the scope of powers delegated		
to this officer by the governing body of the grantee in executing said instrument.		
(Signature of clerk or appropriate official) 3/7/2025		
(Date)		

(The person that signed the attached instrument cannot sign Certificate)

This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.





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650.44

Acres