


MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: September 7, 2022

SUBJECT: **Site Specific Agreement:
Trinity Christian Academy**

Request

The purpose of this memorandum is to request a resolution authorizing a sanitary sewer service Site Specific Agreement between the Lexington-Fayette Urban County Government (LFUCG), Trinity Christian Academy and Jessamine-South Elkhorn Water District (JSEWD).

Purpose of Request

The agreement is for LFUCG to provide sanitary sewer conveyance and treatment capacity for properties identified in the Site Specific Agreement in accordance with the Master Agreement between LFUCG and JSEWD (Resolution 690-2002). Approval of this Site Specific Agreement allocates 23,580 gallons per day (gpd) for Trinity Christian Academy, resulting in an overall 60% allocation of the 2.0 million gallons per day (MGD) provided by the Master Agreement.

Project Cost in FY23 and in Future Budget Years

Execution of the terms and conditions of the Site Specific Agreement will be at no cost to LFUCG.

Are Funds Budgeted

NA

Martin/Albright



SITE SPECIFIC AGREEMENT:
TRINITY CHRISTIAN ACADEMY

This Site Specific Agreement (the "Agreement") is made and entered into on the ___ day of July, 2022, by and among **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Kentucky urban county government (hereinafter "LFUCG"), the **JESSAMINE-SOUTH ELKHORN WATER DISTRICT**, a Kentucky rural water and sanitation district (hereinafter "JSEWD"), and **TRINITY CHRISTIAN ACADEMY, LLC**, a Kentucky limited liability company (hereinafter "TCA").

WITNESSETH:

WHEREAS, TCA owns real estate, located in Jessamine County, Kentucky on the south side of East Brannon Road and known as Lots 1, 2, and 4 of the Smitson/Cox Property – 37.46 acres, more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the parties acknowledge that there is limited sanitary sewer capacity available; and

WHEREAS, the parties further acknowledge the importance of and the interrelationship of storm water as it may impact sanitary sewer collection and conveyance; and

WHEREAS, JSEWD and the Lexington- Fayette Urban County Government, hereinafter "LFUCG", are willing to provide sanitary sewer service to the Property.

NOW, THEREFORE, conditioned upon TCA'S compliance with and subject to the terms of this Agreement and for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, TCA and JSEWD hereby covenant and agree as follows:

1. **Sewer Capacity.** The parties agree that the sanitary sewer capacity needed to provide service to the Property shall not exceed **23,580** gallons per day (average daily flow) for sewage collection and conveyance.

2. **Agreement to Serve.** Conditioned upon TCA'S full compliance with the LFUCG'S Code of Ordinances, including but not limited to Chapter 16, all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works (i.e. Procedures Manuals for Infrastructure Development, Sanitary Sewers and Pump Stations), and the rates, rules and regulations of JSEWD and Jessamine County relating to operation and use of the sanitary sewer system, as may be amended from time to time, (all entities' regulations hereinafter referred to as the "Code") and subject to the terms and conditions of this Agreement, upon the completion of the construction of the sanitary sewer facilities by TCA, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities

installed by TCA to the existing facilities of LFUCG and JSEWD, if any, and to provide sanitary sewer utility service to the Property. TCA expressly agrees that it shall not make any agreements with (relative to capacity reservation or otherwise) or permit any adjoining property owner access to or use of the sanitary sewer infrastructure to be constructed without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require TCA to convey to JSEWD the sanitary sewer facilities constructed under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed, but JSEWD shall not be compelled to request or accept conveyance.

It is understood and agreed by the parties that this Agreement shall in no way constitute, nor shall be construed to be, a reservation of sanitary sewer treatment capacity for TCA by JSEWD or LFUCG, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure a reservation of sanitary sewer capacity for the improvements shown in Group Exhibit "B", TCA must meet all terms and conditions of the Code, more specifically LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the parties hereto agree that in the event TCA fails to complete all requirements under this Agreement within 180 days from the date of same, this agreement shall automatically expire and become a nullity, but only as to facilities not constructed and connections not made.

3. Connection Fees. TCA agrees to be responsible for and pay all fees in the sum approved by the Kentucky Public Service Commission and, in addition, the amount of LFUCG sewer connection fees provided in the Code to JSEWD ("Connection Fees"). Said Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. . The Connection Fees shall be paid as building permits are issued for each of the lots on the Property. In the event TCA does not construct the homes on the lots, then any successor in title shall be responsible for the Connection Fee at the time the building permit is issued.

4. Additional Fees. In addition to the Connection Fees heretofore referenced, TCA agrees to pay the full cost of sewer service to its Property, including, but not limited to the following additional charges and fees (the "Additional Fees"):

(a) TCA shall have paid all reasonable charges assessed by JSEWD and LFUCG for plan review, construction inspection, testing, and other services of JSEWD and/or LFUCG in any way related to the sanitary sewer system.

(b) TCA shall pay all sanitary sewer use fees ("Sewer User Fee") as provided in the Code, as may be amended from time to time. The Sewer User Fee is generally based on water consumption and TCA agrees to have the local water company which provides water to the Property, or any part thereof, provide duplicate billings to JSEWD, 802 South Main Street, Nicholasville, Kentucky (P.O. Box 731, Nicholasville, KY 40340-0731). JSEWD will calculate and bill TCA or the appropriate user for such Sewer User Fees which shall be due and payable as set forth in the Code. All unpaid Sewer User

Fees shall be subject to a late penalty and interest as set forth in the Code. Further, JSEWD shall be entitled to recover all its costs of collection of same, including reasonable attorney fees.

(c) If required, TCA shall pay a surcharge for odor control chemicals on a monthly or less frequent basis as determined by JSEWD. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property.

(d) Pre-treatment permit fees/extra strength fees (when applicable) shall be paid to LFUCG in accordance with the Code, Section 16-46 and Schedule B of Section 16-49.

5. **Lien to Secure Payment of Connection Fees and Additional Fees.** JSEWD shall have a lien against the Property to secure the payment of all Connection Fees and Additional Fees, interest, penalties and the costs of collection, including reasonable attorney fees. The lien shall attach to the Property, or applicable part thereof, as the Connection Fees and/or Additional Fees become past due without necessity of filing any lien statement by JSEWD.

6. **Sanitary Sewer and Storm Water Management Installations.** To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, TCA agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in Group Exhibit "B", all on-site and off-site installations and facilities required by LFUCG and JSEWD to connect to the existing facilities of LFUCG and JSEWD, if any, to provide sanitary sewer service to the Property, including but not limited to all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and to obtain appurtenances thereto together with all real property, easements and rights of way as necessary. To also induce JSEWD and LFUCG to provide sanitary sewer service to the Property, TCA shall size, rehabilitate and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides the sanitary sewer capacity necessary to service all 1) developed/un-served upstream properties; 2) undeveloped upstream properties in accordance with JSEWD'S Sanitary Sewer Master Plan, LFUCG Watershed, North Jessamine County, Kentucky, Jessamine-South Elkhorn Water District, March 2006. The construction of infrastructure to serve developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG and JSEWD to provide future sanitary sewer service to those properties. Future developers of properties upstream of the Property may be required to improve downstream LFUCG and JSEWD infrastructure in order to secure a Site Specific Agreement for those properties. To further induce JSEWD and LFUCG to provide sanitary sewer service to the Property, TCA agrees to rehabilitate and construct, according to the plans and specifications approved by JSEWD, LFUCG and the Kentucky Division of Water as reflected in Group Exhibit "B", all on-site storm water facilities. The procedures for the design and construction of the storm water system shall comply with the same procedures outlined in numerical paragraph eight (8) herein for sanitary sewer systems, except that the applicable regulations for storm water management installations shall be substituted for those applicable to sanitary sewers and the appropriate authority exercising control over storm water management shall inspect and accept the storm water management installations. The foregoing improvements,

both sanitary and storm water systems, may be referred to as the "Improvements" and Group Exhibit "B" may be referred to as the "Plans".

If the Improvements will require a pump station, the peak discharge into the JSEWD and/or LFUCG gravity system shall be specified by JSEWD and LFUCG. Design of the pump station shall include a meter capable of recording all flow discharging from the pump station and telemetry equipment as specified by JSEWD. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve the use of any odor control chemical for the Property. If any pump stations are classified as "temporary" on the Plans, TCA will, at its own cost and secured by a bond or a letter of credit, connect to the gravity line as same becomes available and shall remove such "temporary" stations.

7. **Procedures for the Property Sewer System.** TCA agrees that the design and construction of the Improvements shall be subject to and in accordance with the Code and all administrative regulations, rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to the Improvements and the following requirements, whether or not these requirements are contained in the foregoing ordinances, regulations, administrative rules, practices and procedures:

(a) During construction of the Improvements, LFUCG and JSEWD shall have the right to inspect such installations, including but not limited to the materials, equipment, piping, and connections to determine compliance with the approved Plans and JSEWD shall also have the right to halt construction, if necessary, in the event of non-compliance by TCA. JSEWD agrees to issue a stop work order to TCA, if requested to do so in writing by LFUCG. TCA shall also provide JSEWD and LFUCG with periodic written certifications by TCA's engineer that all construction is in full compliance with the approved Plans and any applicable permits or other requirements.

(b) At least seven (7) days prior to final inspection by JSEWD and LFUCG, TCA shall provide JSEWD and LFUCG with three (3) sets of digital (AutoCAD) of the "as-built" plans, prepared by TCA's engineer, showing the location of all installations related to the Improvements as constructed. TCA shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded subdivision plat of the Property and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. TCA shall also deliver to JSEWD, seven (7) days prior to final inspection, its engineer's certification and test results of the Improvements.

(c) Upon completion of construction of the Improvements or any part thereof, TCA's engineer shall deliver a signed certificate of completion to JSEWD certifying to JSEWD and 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. TCA shall provide proof satisfactory to JSEWD that all contractors,

subcontractors, materialmen and laborers have been paid in full. Upon receipt of all of the above, payment of all fees, a deed of conveyance of the sanitary sewer system and final inspection by JSEWD and LFUCG of the Property sanitary sewer system, a letter of acceptance shall be delivered to TCA by JSEWD. No connection of any building located on the Property to the sanitary sewer system shall occur prior to the issuance of said letter of acceptance.

8. **Use of Property Sanitary Sewer System.** The use of the Property sanitary sewer system shall be subject to full compliance with the Code. All connections of any building constructed on the Property, or any part thereof, to the Property sanitary sewer system shall require a tap-on permit, inspection and approval by the JSEWD and LFUCG. Any connection of a building to the Property sanitary sewer system without a tap-on permit, inspection and approval may result in immediate disconnection by JSEWD.

9. **Representation and Warranties of TCA.** In order to induce JSEWD and LFUCG to enter into this Agreement, TCA hereby represents and warrants to JSEWD and LFUCG as follows:

(a) TCA is duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. TCA has all requisite power and authority to enter into and perform the obligations contemplated by this Agreement. The execution and delivery of this Agreement and the performance of the obligations contemplated hereby have been duly authorized by all necessary action on the part of TCA. This Agreement has been duly executed and delivered by TCA and constitutes the legal, valid and binding obligation of TCA enforceable against it in accordance with its terms.

(b) The execution and delivery of this Agreement does not, and the performance of the obligations contemplated herein will not conflict with or result in any violation of, or default under any provision of TCA's organizational documents, or any other agreement to which TCA is a party.

(c) TCA covenants to obtain any consent, approval or authorization of any third party required in connection with TCA's execution and delivery of this Agreement or the performance by TCA of the obligations contemplated herein has been obtained.

(d) TCA has good, valid and marketable title to the Property, free and clear of all liens, encumbrances, leases, restrictions, or other agreements except as referenced on the permitted exceptions attached hereto and incorporated herein as Group Exhibit "C".

(e) TCA warrants that the Improvements will be constructed and installed in accordance with the Plans and that all materials, supplies and equipment incorporated into the work will be new and free from any and all defects, whether latent or patent, in

workmanship. TCA agrees to repair and replace, at its own expense, all of the work which may prove to be defective.

(f) There are no: (i) Hazardous Materials (as defined below) located on the Property or which have been released into the environment, or discharged, placed or disposed of at on or under the Property in violation of any. Environmental Laws (defined below); (ii) underground storage tanks which have been located on or under the Property.

The term "Hazardous Materials" means and includes, without limitation:

(i) Those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws (defined below);

(ii) Those substances listed in the U. S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto);

(iii) Those other substances, materials and wastes which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and

(iv) Any material, waste or substance which is any of the following: (A) asbestos-containing material; (B) polychlorinated biphenyls; (C) radon gas; (D) urea formaldehyde foam insulation; (E) petroleum, petroleum, product or derivation thereof; (F) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (U.S.C. section 1251 at set seq.); (G) explosive; or (H) radioactive.

(v) The term "Environmental Laws" means all federal laws, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes related to the protection of the environment and government and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Materials in the rules, regulation, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state, and local governmental agencies and authorities with respect thereto.

(g) TCA is designated as the party that is responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction.

(h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for TCA's property as described in Exhibit "A" or otherwise and that the capacity approved is for the area to be served as described in Exhibit "A".

11. Easement. TCA hereby grants to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. TCA agrees to provide a note on any subdivision plat related to the Property referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. Upon request, TCA agrees, upon request, to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD, in its sole discretion, for all facilities, on-site and off-site, related to the portions of the sanitary sewer system, for which JSEWD will accept dedication and conveyance except for pump stations and access routes thereto, which, upon request, TCA agrees to convey in fee simple absolute to JSEWD by deed in a form acceptable to JSEWD, in its sole discretion. TCA hereby further agrees that the foregoing grant includes the right of ingress and egress to any part of the Property for the purpose of maintenance and operation of the sanitary sewer system. TCA and JSEWD agree to assign to LFUCG a right of ingress and egress to the sanitary sewer system and to the Property.

12. Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to either party shall be deemed to have been properly given or served by personal delivery or by depositing same in the United States mail, addressed to such party, postage paid and registered or certified with return receipt requested at the following address:

"LFUCG"

LFUCG Department of Environmental
Quality and Public Works
200 East Main Street
Lexington, KY 40507

With copy to:

LFUCG Department of Law
200 East Main Street
Lexington, KY 40507

"TCA"

TCA ENTERPRISES, LLC
3900 Rapid Run Road
Nicholasville, KY 40356

"JSEWD"

JESSAMINE-SOUTH ELKHORN WATER DISTRICT
P.O. Box 731
Nicholasville, KY 40340-0731

With copy to: Bruce E. Smith, Esq.
201 South Main Street
Nicholasville, KY 40356

13. **Indemnification.** TCA shall indemnify and reimburse JSEWD and LFUCG for any and all claims, losses, liabilities, damages (including without limitation, fines, penalties, criminal or civil judgments and settlements), costs (including without limitation, court costs); and expenses (including without limitation, attorneys, engineers and accountants fees), (hereinafter "Loss" or "Losses") suffered or incurred by JSEWD and LFUCG as a result of, or with respect to or arising from (a) any breach or inaccuracy of any representation or warranty of TCA herein; (b) any breach of or noncompliance by TCA with any covenant or agreement of TCA contained in this Agreement; (c) any negligent or wrongful act of TCA, its agents, employees, affiliates; and (d) Hazardous Materials or underground storage tanks that are located on or under the Property.

14. **Compliance with Law.** TCA agrees to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. TCA agrees that the Property is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works and JSEWD relating to sanitary and storm water management systems as set forth herein and agrees to fully comply with same.

15. **Exhibit Incorporation by Reference.** Exhibits A, Group B and Group C attached hereto are hereby incorporated by reference as if set out fully herein.

16. **Binding Effect, Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, transferees, tenants, heirs, and personal representatives. TCA's rights hereunder shall not be assignable to any other person, except by a deed of conveyance whereby the Property, or a part thereof, is conveyed to such person.

17. **Cost and Attorney's Fees.** JSEWD and LFUCG shall be entitled to recover all costs and reasonable attorney fees incurred by it connected with the collection of Connection Fees or Additional Fees.

18. **Amendment/Waiver.** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement. Failure by any party to insist upon strict performance of any covenant, duty, agreement or condition in this Agreement or to exercise any right or remedy or a breach thereof shall not constitute a waiver of any breach or any such covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in this Agreement, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. **Covenants Running with Land.** TCA, and its successors in title, agree that all portions of the Property, whether designated as separate lots or otherwise, shall be required to comply with the terms of this Agreement and shall use the Improvements in accordance with the terms of this Agreement, which covenant shall be deemed a “Covenant Running with the Land”, and reference shall be made to this Agreement, on any plat of the Property or any part thereof.

20. **Undertakings.** The parties will act reasonably when undertaking any submittal, review, approval, acceptance, or inspection required under this Agreement, provided, however, with respect to any review, approval, acceptance, or inspection of JSEWD or the LFUCG which would be required under the law had the Property been located entirely in Fayette County, the standard practice of the LFUCG shall be deemed reasonable. Further by review, approval, acceptance or inspection, the JSEWD, and LFUCG shall not assume responsibility for design, construction or installation of the Improvements and shall in no way be deemed to waive any rights available to JSEWD and LFUCG related to defects, omissions or failures in design, construction or installation.

21. **Governing Law.** This Agreement has been entered into and shall be interpreted under and governed by the laws of the Commonwealth of Kentucky, Further, the parties agree that any litigation related to the terms of this Agreement shall be brought in the Jessamine Circuit Court, Nicholasville, Kentucky and the parties acknowledge that venue shall be proper in such court. If any court of proper jurisdiction finds or construes any provision contained herein to be unenforceable or invalid, then, and in that event, such finding or construction shall not invalidate the entire Agreement.

22. **Captions.** The captions of each section herein are for convenience only and shall not affect the construction hereof.

23. **Multiple Copies.** This Agreement may be signed in multiple copies, each of which shall be considered an original and entire document.

24. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto and incorporates and supersedes all oral agreements and understandings and it shall not be changed or supplemented unless done in a writing signed by all parties hereto. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

IN WITNESS WHEREOF the parties have caused this document to be executed on the date and year first written.

SIGNATURES APPEAR ON NEXT PAGE

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton 10/28/2022
ITS: MAYOR DATE

**JESSAMINE-SOUTH ELKHORN
WATER DISTRICT**

TRINITY CHRISTIAN ACADEMY, LLC

BY: A. R. Hel 8-30-22 BY: R. M. P. H. 8.30.2022
ITS: CHAIRMAN DATE ITS MEMBER DATE

SITE STATISTICS

TOTAL AREA: 4.99 ACRES
 AREA IN RIGHT OF WAY: 4.99 ACRES
 NO. OF LOTS: 4 (ONE (8) FROM
 ZONE R-3 AND 3 FROM
 ZONE P-1)
 BALANCE LOT IS LOT 1, WITH 0.0281 AC FROM

EASEMENT RELEASE NOTE

THE UNDERSIGNED HEREBY CONVEY AND ACKNOWLEDGE THE CONTINGENT INTEREST IN THE EASEMENT DESCRIBED IN THE INSTRUMENT DATED APRIL 18, 2002, WHICH INSTRUMENT BEARING RECORDED INSTRUMENT NO. 2002-011111 IS HEREBY RELEASED TO THE PUBLIC RECORDS.

John D. Banks
 Jason D. Banks
 7-1-22
 6-21-22
 7-1-22
 7-8-22



PLAT CAB SLIDE

ZONE R-3 REQUIREMENTS

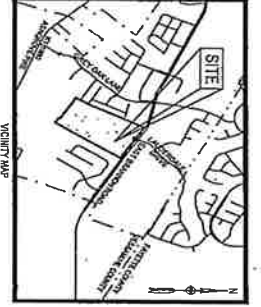
MINIMUM LOT SIZE: 1/4 AC
 MINIMUM LOT WIDTH: 30 FT
 MINIMUM LOT DEPTH: 30 FT
 MINIMUM FRONT YARD SETBACK: 25 FT
 MINIMUM SIDE YARD SETBACK: 5 FT
 MINIMUM REAR YARD SETBACK: 5 FT
 MAXIMUM HEIGHT OF BUILDING: 15 FT
 MAXIMUM HEIGHT OF SIGN: 15 FT

ZONE P-1 REQUIREMENTS

MINIMUM LOT SIZE: 1/4 AC
 MINIMUM LOT WIDTH: 30 FT
 MINIMUM LOT DEPTH: 30 FT
 MINIMUM FRONT YARD SETBACK: 25 FT
 MINIMUM SIDE YARD SETBACK: 5 FT
 MINIMUM REAR YARD SETBACK: 5 FT
 MAXIMUM HEIGHT OF BUILDING: 15 FT
 MAXIMUM HEIGHT OF SIGN: 15 FT

ZONE R-3 REQUIREMENTS

MINIMUM LOT SIZE: 1/4 AC
 MINIMUM LOT WIDTH: 30 FT
 MINIMUM LOT DEPTH: 30 FT
 MINIMUM FRONT YARD SETBACK: 25 FT
 MINIMUM SIDE YARD SETBACK: 5 FT
 MINIMUM REAR YARD SETBACK: 5 FT
 MAXIMUM HEIGHT OF BUILDING: 15 FT
 MAXIMUM HEIGHT OF SIGN: 15 FT



CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE INSTRUMENTS AT THE FOREGOING ARE IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE KENTUCKY PLANNING AND ZONING ACT AND THAT THE INSTRUMENTS ARE IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE KENTUCKY PLANNING AND ZONING ACT AND THAT THE INSTRUMENTS ARE IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE KENTUCKY PLANNING AND ZONING ACT AND THAT THE INSTRUMENTS ARE IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE KENTUCKY PLANNING AND ZONING ACT.

Jason D. Banks
 7/1/22

CERTIFICATE OF OWNERSHIP AND DETACHMENT

I HEREBY CERTIFY THAT I AM THE OWNER AND DETACHMENT OF THE EASEMENT SHOWN AND DESCRIBED HEREIN AND THAT I HEREBY ACKNOWLEDGE THE EASEMENT TO THE PUBLIC RECORDS AND THAT I HEREBY ACKNOWLEDGE THE EASEMENT TO THE PUBLIC RECORDS AND THAT I HEREBY ACKNOWLEDGE THE EASEMENT TO THE PUBLIC RECORDS AND THAT I HEREBY ACKNOWLEDGE THE EASEMENT TO THE PUBLIC RECORDS.

Jason D. Banks
 7/1/22

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAT AND THE INSTRUMENTS AT THE FOREGOING WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KENTUCKY AND THAT I AM THE AUTHOR OF THE PLAT AND THE INSTRUMENTS AT THE FOREGOING AND THAT I HEREBY ACKNOWLEDGE THE PLAT AND THE INSTRUMENTS AT THE FOREGOING TO THE PUBLIC RECORDS.

Jason D. Banks
 7/1/22

METHOD OF SURVEY

THIS PLAT IS BASED ON A FIELD SURVEY PERFORMED BY JASON D. BANKS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF KENTUCKY, ON APRIL 18, 2022. THE SURVEY WAS CONDUCTED USING A TOTAL STATION AND A GPS RECEIVER. THE SURVEY WAS CONDUCTED USING A TOTAL STATION AND A GPS RECEIVER. THE SURVEY WAS CONDUCTED USING A TOTAL STATION AND A GPS RECEIVER.

EASEMENT NOTES

1. THE EASEMENT SHOWN HEREIN IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD. A RECORD OF EASEMENTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD MAY BE OBTAINED FROM THE PUBLIC RECORDS OF THE COUNTY OF JESSAMINE, KENTUCKY. THE INSTRUMENTS AT THE FOREGOING DO NOT CONVEY ANY EASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD.

STORM WATER, DETENTION AND INFRASTRUCTURE EASEMENT NOTE

EXISTING AND PROPOSED INFRASTRUCTURE, UTILITIES AND EASEMENTS, INCLUDING BUT NOT LIMITED TO, STORM WATER, DETENTION AND INFRASTRUCTURE, SHALL REMAIN THE PROPERTY OF THE PUBLIC RECORDS. THE INSTRUMENTS AT THE FOREGOING DO NOT CONVEY ANY EASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD.

PRIOR PLAT BOUNDARY NOTE

BOUNDARY BETWEEN BOUNDARIES OF TRACT 4 AND TRACT 5, AS SHOWN ON RECORD MAP NO. 2011-001, IS HEREBY ESTABLISHED BY THIS PLAT. THE BOUNDARY BETWEEN BOUNDARIES OF TRACT 4 AND TRACT 5, AS SHOWN ON RECORD MAP NO. 2011-001, IS HEREBY ESTABLISHED BY THIS PLAT.

PURPOSE OF PLAT

THE PURPOSE OF THIS PLAT IS TO SHOW THE BOUNDARIES OF THE EASEMENTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD. THE INSTRUMENTS AT THE FOREGOING DO NOT CONVEY ANY EASEMENTS, ENCUMBRANCES OR RESTRICTIONS OF RECORD.

AMENDED NON-ALIENABLE RECORD PLAT & EASEMENT RELEASE

SMITHSON / COX PROPERTIES
 TRACTS 3, 4 & PARCELS 3
 PLAT CABINET VOL. SLIDE 219
 EAST BRANNON ROAD, NICHOLASVILLE, KY
 Client and Property Owner of Record:
Trinity Christian Academy
 of Lexington, LLC
 3900 Royal Run Drive
 Lexington, KY 40515

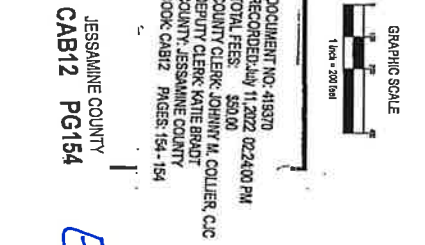
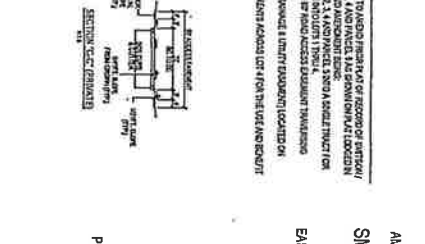
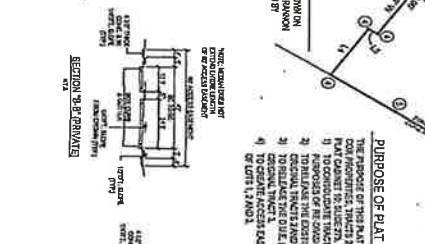
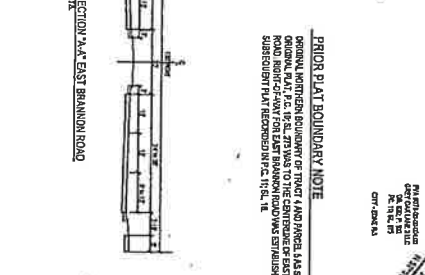
JESSAMINE COUNTY

DOCUMENT NO. 418370
 RECORDED July 11, 2022 02:24:00 PM
 TOTAL FEES: \$50.00
 COUNTY CLERK: JOHANN M. COLLIER, CLC
 COUNTY CLERK: WAHNE BRADY
 COUNTY JESSAMINE COUNTY
 BOOK CHAR2 PAGES: 154 - 154

JESSAMINE COUNTY
 CABR12 PG154

EX. A

NO.	DESCRIPTION	AMOUNT
1	RECORDING FEE	50.00
2	SEARCH FEE	10.00
3	PROPERTY TAX	100.00
4	SALES TAX	10.00
5	TRANSFER TAX	10.00
6	NOTARY FEE	10.00
7	PLAT FEE	10.00
8	ADDITIONAL FEES	0.00
9	TOTAL	190.00



CONSTRUCTION PLANS

OF

TRINITY CHRISTIAN ACADEMY PHASE I

BRANNON CAMPUS

NICHOLASVILLE, KENTUCKY

REVISION NUMBER	DATE	REVISION SUMMARY
1		
2		
3		
4		

PLAN DATE: 04/18/2022
 PROJECT #: 21300
 SHEET PROJECT # 4284



Matthew W. Brown, Inc.
 Registered Professional Engineer,
 No. 43585, State of Kentucky.
 1500 S. GOLF COURSE RD., SUITE 101
 NICHOLASVILLE, KY 40455
 PHONE: 606-255-3507 FAX: 606-255-3508
 Any reproduction not as per a part of
 this drawing is strictly prohibited.

UTILITY NOTE:
 ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. INDIVIDUAL SERVICES ARE NOT SHOWN. THE CONTRACTOR OR
 ENGINEER SHALL VERIFY THE EXISTING UTILITIES LOCATION AND DEPTH PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL
 BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM ALL AFFECTED AGENCIES IN ADVANCE OF ANY CONSTRUCTION. CONTRACTOR
 SHALL VERIFY ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS AND
 WATER MAINS).

UTILITY OWNERS

ELECTRICAL KENTUCKY UTILITIES 100 SOUTH MARKET LEWISTON, KY 40007 CONTACT: RICHARD DECKER 859-637-1100	SEWER SANDYVILLE SEWER DISTRICT 100 SOUTH MARKET LEWISTON, KY 40007 CONTACT: RICHARD DECKER 859-637-1100	WATER KENTUCKY UTILITIES 100 SOUTH MARKET LEWISTON, KY 40007 CONTACT: RICHARD DECKER 859-637-1100
TELEPHONE KENTUCKY UTILITIES 100 SOUTH MARKET LEWISTON, KY 40007 CONTACT: CARL WATTS 859-637-1100	WASTEWATER NICHOLASVILLE WASTEWATER DISTRICT #1 3225 LEWISTON ROAD NICHOLASVILLE, KY 40455 CONTACT: CARL WATTS 859-254-3429	STORMWATER NICHOLASVILLE STORMWATER DISTRICT #1 3225 LEWISTON ROAD NICHOLASVILLE, KY 40455 CONTACT: RICHARD DECKER 859-637-1100
GAS KENTUCKY UTILITIES 100 SOUTH MARKET LEWISTON, KY 40007 CONTACT: RICHARD DECKER 859-637-1100	TELEPHONE KENTUCKY UTILITIES 100 SOUTH MARKET LEWISTON, KY 40007 CONTACT: CARL WATTS 859-637-1100	GRAVITY NICHOLASVILLE GRAVITY DISTRICT #1 3225 LEWISTON ROAD NICHOLASVILLE, KY 40455 CONTACT: RICHARD DECKER 859-637-1100
WATER NICHOLASVILLE WATER DISTRICT #1 130 W. ARMY CIRCLE ROAD NICHOLASVILLE, KY 40455 CONTACT: DANIELE BUREK 859-254-3429	TELEPHONE KENTUCKY UTILITIES 100 SOUTH MARKET LEWISTON, KY 40007 CONTACT: CARL WATTS 859-637-1100	GRAVITY NICHOLASVILLE GRAVITY DISTRICT #1 3225 LEWISTON ROAD NICHOLASVILLE, KY 40455 CONTACT: RICHARD DECKER 859-637-1100



VICINITY MAP
 (n.t.s.)
 FOR
THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MT. STERLING, KY 40353

BY

NOT FOR CONSTRUCTION
BID SET ONLY

Group Exhibit B

TABLE OF CONTENTS

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SITE DETAILS	SD-1

- GENERAL NOTES**
- CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REGULATIONS AND SPECIFICATIONS OF ALL UTILITY OWNERS AND ALL AGENCIES WITH JURISDICTION.
 - PROPERTY SERVICE CONNECTIONS ARE TO BE 10% SLOPE UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS BEFORE CONSTRUCTION AND NOTIFY ENGINEER WITH ANY DISCREPANCIES.
 - ALL PIPE DIA/TYPES SHOWN ON THESE PLANS REPRESENT INSIDE DIA/TYPES.
 - MANHOLE SHALL BE 4' DIAMETER UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR MUST OBTAIN THE LATEST (AS OF THE DATE OF THE CONTRACT) DENNIS ORDINANCE, SUBORDINATE REGULATIONS AND SPECIAL SPECIFICATIONS. ALL CONSTRUCTION MUST CONFORM TO THESE DOCUMENTS.
 - EXISTING GROUND WATER MAINS SHALL BE LEAD TO PROTECT A VERTICAL DISTANCE OF 10' BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE EXISTING WATER MAIN. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FROM ALL AFFECTED AGENCIES IN ADVANCE OF ANY CONSTRUCTION. CONTRACTOR SHALL VERIFY ACCURATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS AND WATER MAINS).
 - THE UTILITY LOCATION INFORMATION SHOWN ON THESE PLANS IS APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITIES PRIOR TO ANY CONSTRUCTION. DAMAGE TO ANY EXISTING UTILITY IS TO BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE.
 - ACCESS POINTS SHALL BE LIMITED TO THOSE SHOWN ON THESE PLANS. SEE GRADING AND EROSION CONTROL PLAN FOR CONSTRUCTION JURISDICTION.
 - STORM SEWERS, STORMWATER RETENTION BASINS AND SANITARY SEWERS SHALL MEET THE SPECIFICATIONS OF ALL AGENCIES HAVING JURISDICTION.
 - THE SITE IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS PER THE NATIONAL FLOOD INSURANCE PROGRAM NATIONAL FLOOD INSURANCE RATE MAP, JENNAMME COUNTY, PANEL 211500000, DATED DECEMBER 21, 2017.
 - THE LOCATION OF ADDITIONAL FIRE HYDRANTS AND FIRE DEPARTMENT CONNECTIONS (FDC) AS REQUIRED, SHALL BE APPROVED BY THE CITY OF NICHOLASVILLE AND JENNAMME COUNTY WATER DISTRICT #1.
 - THE CONTRACTOR IS TO LOCATE ALL EXISTING UTILITIES (I.E. CABLES, ELECTRIC WIRES, GAS AND WATER MAINS) PRIOR TO ANY CONSTRUCTION.
 - ANY DAMAGED CURB ALONG THIS PROPERTY SHALL BE REPLACED AS PART OF THIS PROJECT.

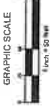
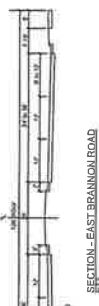
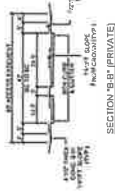
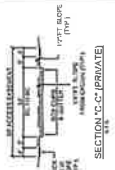
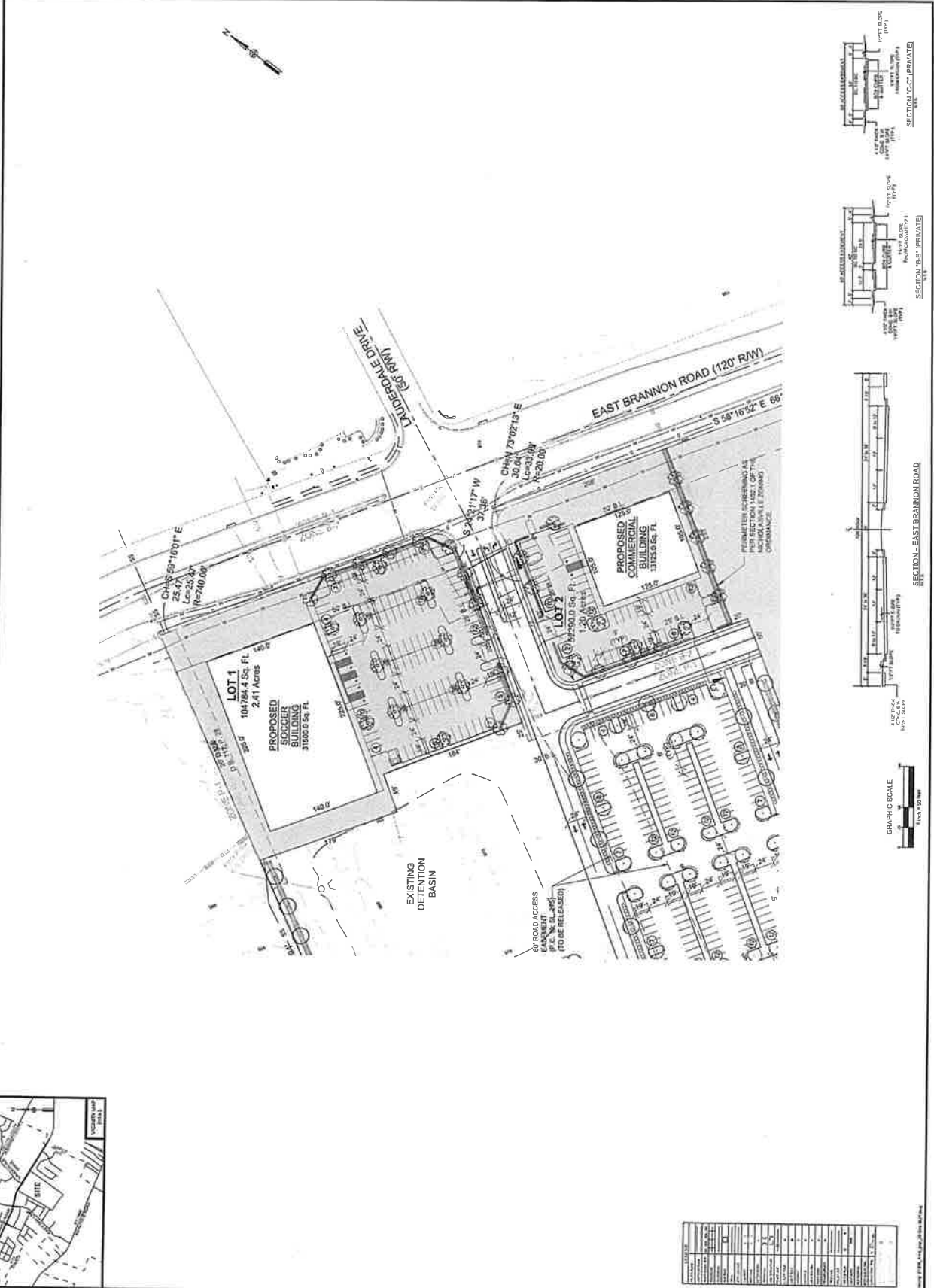
- EROSION PREVENTION AND SEDIMENT CONTROL NOTES**
- THE APPROVED EROSION PREVENTION AND SEDIMENT CONTROL (E.P.C.) PLAN SHALL BE IMPLEMENTED PRIOR TO ANY LAND DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE. ANY MODIFICATIONS TO THE APPROVED E.P.C. PLAN MUST BE REVIEWED AND APPROVED BY THE ENGINEER. E.P.C. SHALL BE INSTALLED PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
 - RETENTION BASINS, IF APPLICABLE, SHALL BE CONSTRUCTED FIRST AND SHALL PERFORM AS SEDIMENT BASINS DURING CONSTRUCTION UNTIL THE CONTRIBUTING DRAINAGE AREAS ARE SEDIMENT STABILIZED.
 - TRUCKS SHALL BE PROHIBITED FROM OPERATING ON PUBLIC ROADWAYS UNLESS THE TRUCKS HAVE A CLEAN TRACKING SYSTEM TO MAINTAIN THE TRACKING OF MUD AND SOIL FROM CONSTRUCTION AREAS ONTO PUBLIC ROADWAYS. SOIL TRACKING SYSTEMS SHALL BE LOCATED AT ALL ENTRIES TO AND FROM THE CONSTRUCTION SITE.
 - MUD SOCKS SHALL BE LOCATED AT ALL ENTRIES TO AND FROM THE CONSTRUCTION SITE. MUD SOCKS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
 - SEWER LIDEN GROUNDWATER EXPOSURES DURING BORING OR OTHER ACTIVITIES SHALL BE PAIRED TO A LEAKOUT TRAPPING DEVICE PRIOR TO BEING DISCHARGED INTO A STREAM, POND, SWALE, OR CATCH BASIN.
 - WHERE CONSTRUCTION OR LAND DISTURBING ACTIVITY WILL OR HAS TEMPORARILY CEASED ON ANY PORTION OF A SITE, TEMPORARY EROSION PREVENTION AND SEDIMENT CONTROL MEASURES SHALL BE REINSTALLED AS SOON AS PRACTICAL, BUT NO LATER THAN 14 DAYS AFTER THE ACTIVITY HAS CEASED.



SMITSON/COX PROPERTIES
 TRACTS 2, 3, 4 AND PARCEL 5
 EAST BRANNON ROAD, INDIANVILLE, KY

ENLARGEMENT OF LOTS 1 AND 2

OWNER
 TRINITY CHRISTIAN ACADEMY
 OF LEXINGTON, L.C.
 200 BERRY BLVD., LEXINGTON, KY 40503
 ARCHITECT
 MEYERD CONTRACTING
 1000 WOODS BLVD., LEXINGTON, KY 40503
 ENGINEER
 THE WALKER COMPANY
 200 GERRARD ST. W., LEXINGTON, KY 40503



NO.	DESCRIPTION	DATE	BY	CHECKED
1	PRELIMINARY	12/17/21	J. WALKER	
2	REVISED	12/17/21	J. WALKER	
3	REVISED	12/17/21	J. WALKER	
4	REVISED	12/17/21	J. WALKER	
5	REVISED	12/17/21	J. WALKER	
6	REVISED	12/17/21	J. WALKER	
7	REVISED	12/17/21	J. WALKER	
8	REVISED	12/17/21	J. WALKER	
9	REVISED	12/17/21	J. WALKER	
10	REVISED	12/17/21	J. WALKER	



TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUS
 NICHOLASVILLE, KY

THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MT. STERLING, KY



ADMINISTRATIVE

GENERAL NOTES

1. THIS PLAN IS A PRELIMINARY PLAN FOR THE CITY OF NICHOLASVILLE, KY.

2. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS ISSUED THIS PERMIT UNDER THE FOLLOWING CONDITIONS:

3. THE PERMITTEE SHALL MAINTAIN THE EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

4. THE PERMITTEE SHALL MAINTAIN THE EXISTING DRIVEWAY AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

5. THE PERMITTEE SHALL MAINTAIN THE EXISTING SIDEWALK AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

6. THE PERMITTEE SHALL MAINTAIN THE EXISTING CURB AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

7. THE PERMITTEE SHALL MAINTAIN THE EXISTING PAVEMENT AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

8. THE PERMITTEE SHALL MAINTAIN THE EXISTING DRAINAGE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

9. THE PERMITTEE SHALL MAINTAIN THE EXISTING LIGHTING AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

10. THE PERMITTEE SHALL MAINTAIN THE EXISTING FENCE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

11. THE PERMITTEE SHALL MAINTAIN THE EXISTING SIGNAGE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

12. THE PERMITTEE SHALL MAINTAIN THE EXISTING LANDSCAPE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

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31. THE PERMITTEE SHALL MAINTAIN THE EXISTING SIGNAGE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

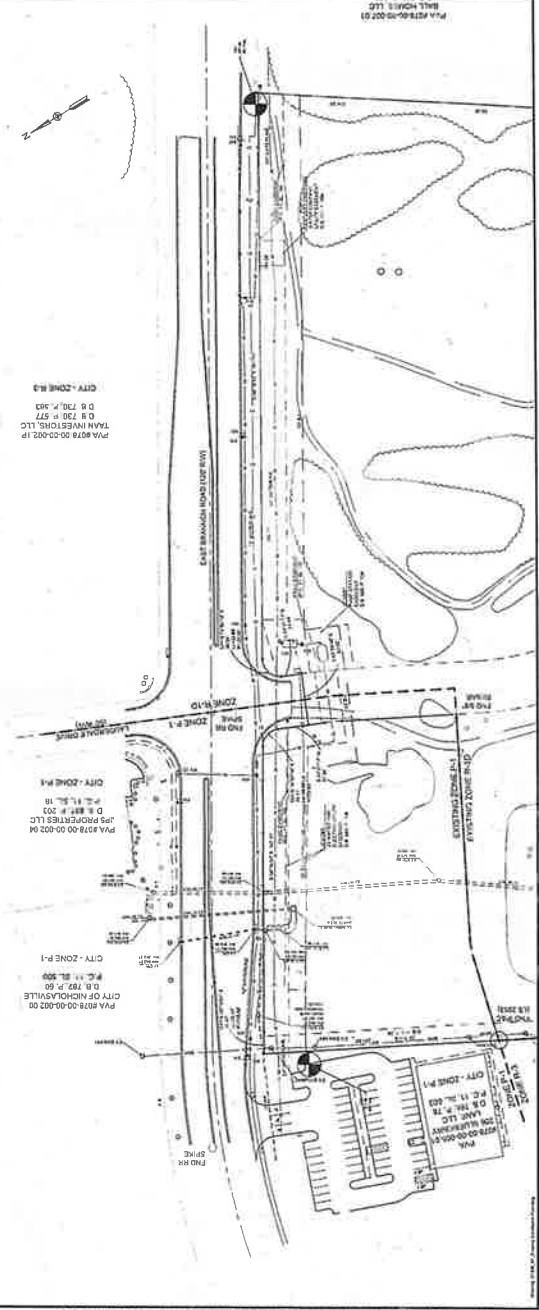
32. THE PERMITTEE SHALL MAINTAIN THE EXISTING LANDSCAPE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THEM.

PERMITS

NO.	DATE	DESCRIPTION
1	05/20/18	EXISTING CONDITIONS PLAN

SITE LEGEND

SYMBOL	DESCRIPTION
---	EXISTING DRIVEWAY
---	EXISTING SIDEWALK
---	EXISTING CURB
---	EXISTING PAVEMENT
---	EXISTING DRAINAGE
---	EXISTING LIGHTING
---	EXISTING FENCE
---	EXISTING SIGNAGE
---	EXISTING LANDSCAPE
---	EXISTING UTILITIES

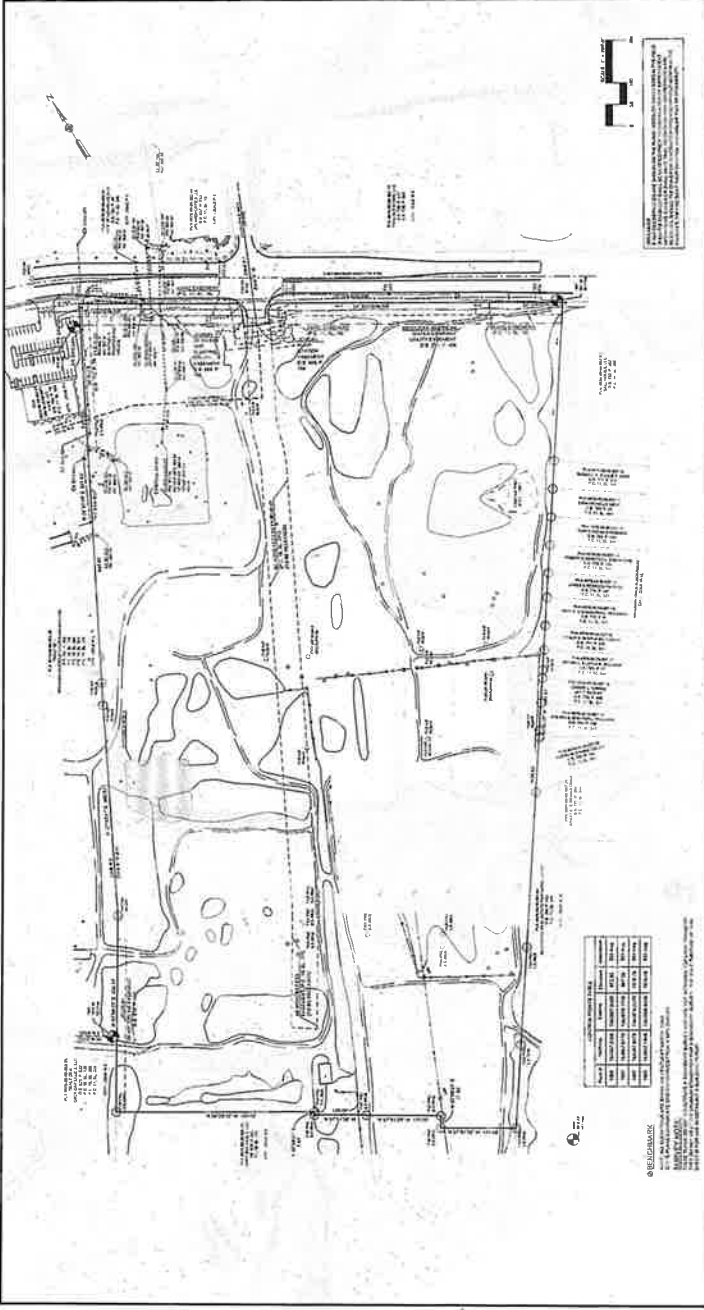


PVA 8078-00-00-002 IP
 D B 730, P. 313
 TAIN WESTERS, LLC

PVA 8078-00-00-002 M
 D B 887, P. 203
 P99 PROPERTIES LLC

PVA 8078-00-00-002 OS
 P.C. 11, 9L, 500
 CITY OF NICHOLASVILLE

PVA 8078-00-00-002 P
 D B 887, P. 203
 CITY - ZONE P-1



PERMITS

NO.	DATE	DESCRIPTION
1	05/20/18	EXISTING CONDITIONS PLAN

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SITE IMPROVEMENTS PLAN
TRINITY CHRISTIAN ACADEMY
BRANNON CAMPUIS
MICHIGAN, KY

THE WALKER COMPANY
200 ASPERSON HEIGHTS, SUITE 200
MT. STERLING, KY

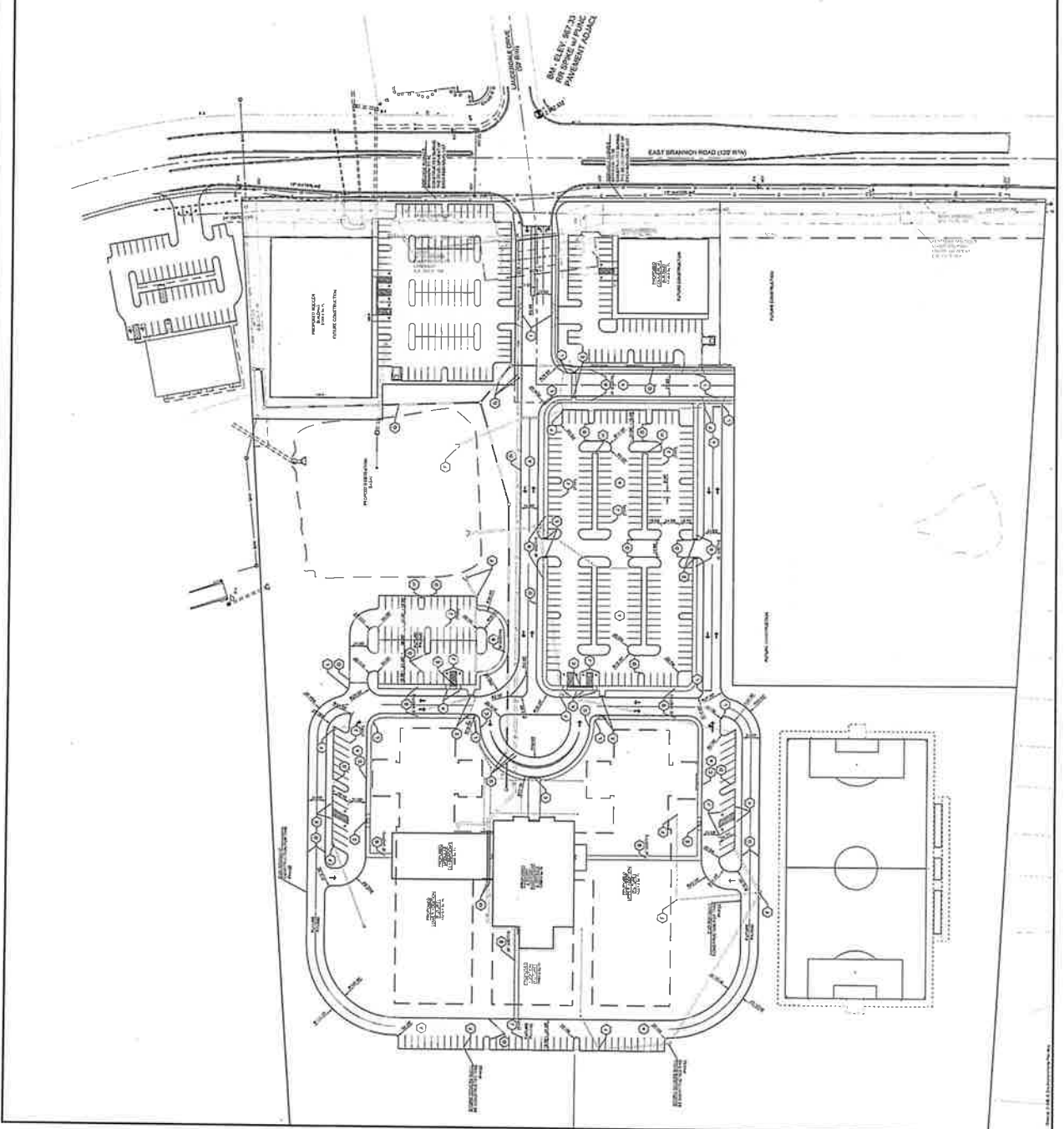


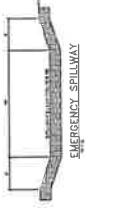
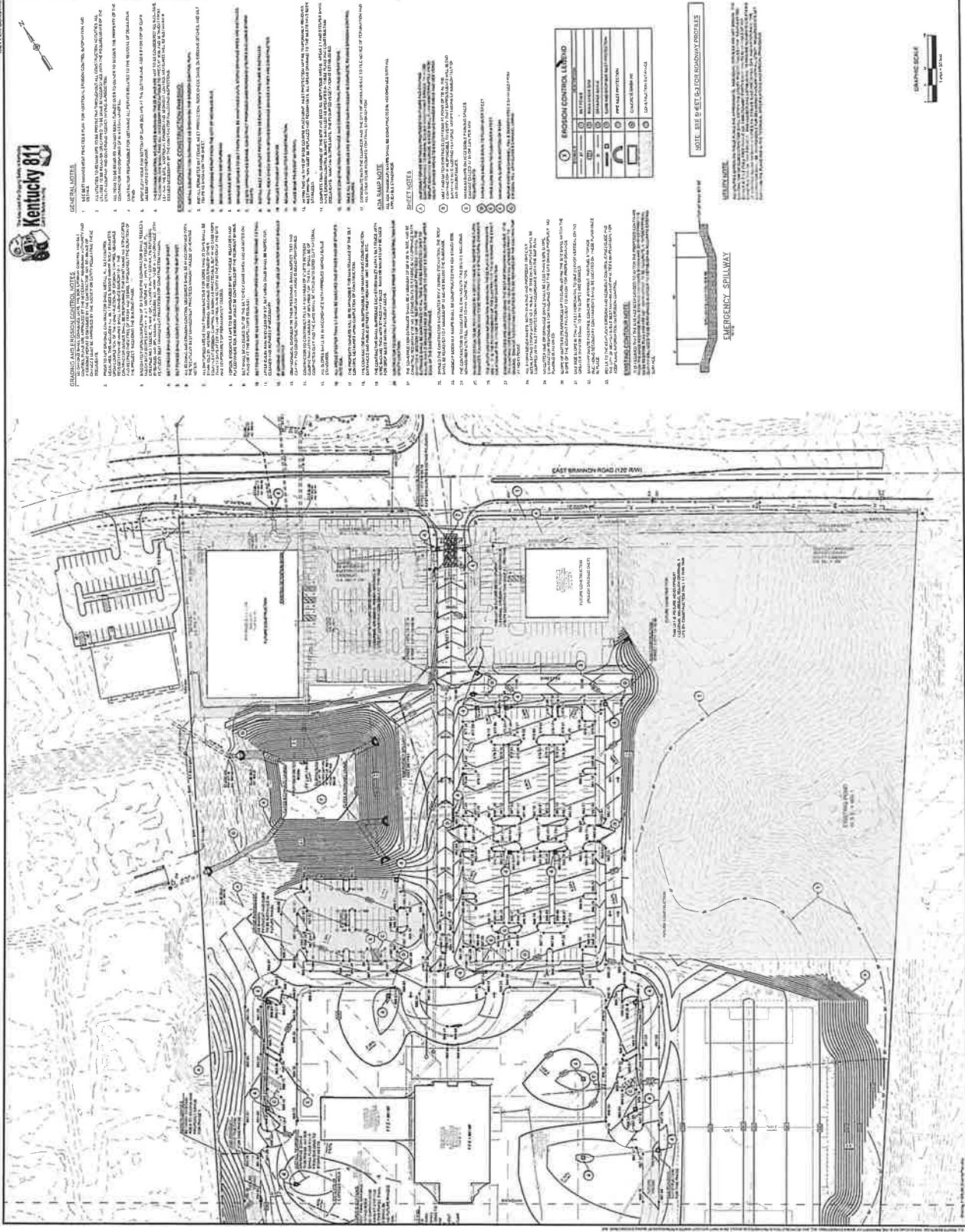
GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY CONSTRUCTION CODES AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN PROPER EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT.
7. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL CONSTRUCTION.
8. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
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EMERGENCY SPILLWAY

NOTE: SEE SHEET G-02 FOR ROADWAY DETAILS

EROSION CONTROL LEGEND

Symbol	Description
1	Silt Fence
2	Sediment Basin
3	Vegetative Stabilization
4	Rock Riprap
5	Geotextile Fabric
6	Erosion Control Blanket
7	Check Dam
8	Stormwater Management System

- GENERAL NOTES**
- SEE ALL DIMENSIONS UNLESS OTHERWISE NOTED.
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 - ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL THE AREA IS FULLY RESTORED TO ORIGINAL OR BETTER CONDITION.
 - ALL EROSION CONTROL MEASURES SHALL BE REMOVED OR MODIFIED AS NECESSARY TO ACCOMMODATE FUTURE DEVELOPMENT.

- ADDITIONAL NOTES**
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NOT FOR CONSTRUCTION UNLESS SET OUT



INSTRUMENT MADE
 BY THE
 SURVEYING
 INSTRUMENTS



TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUS
 MCCLAYVILLE, KY

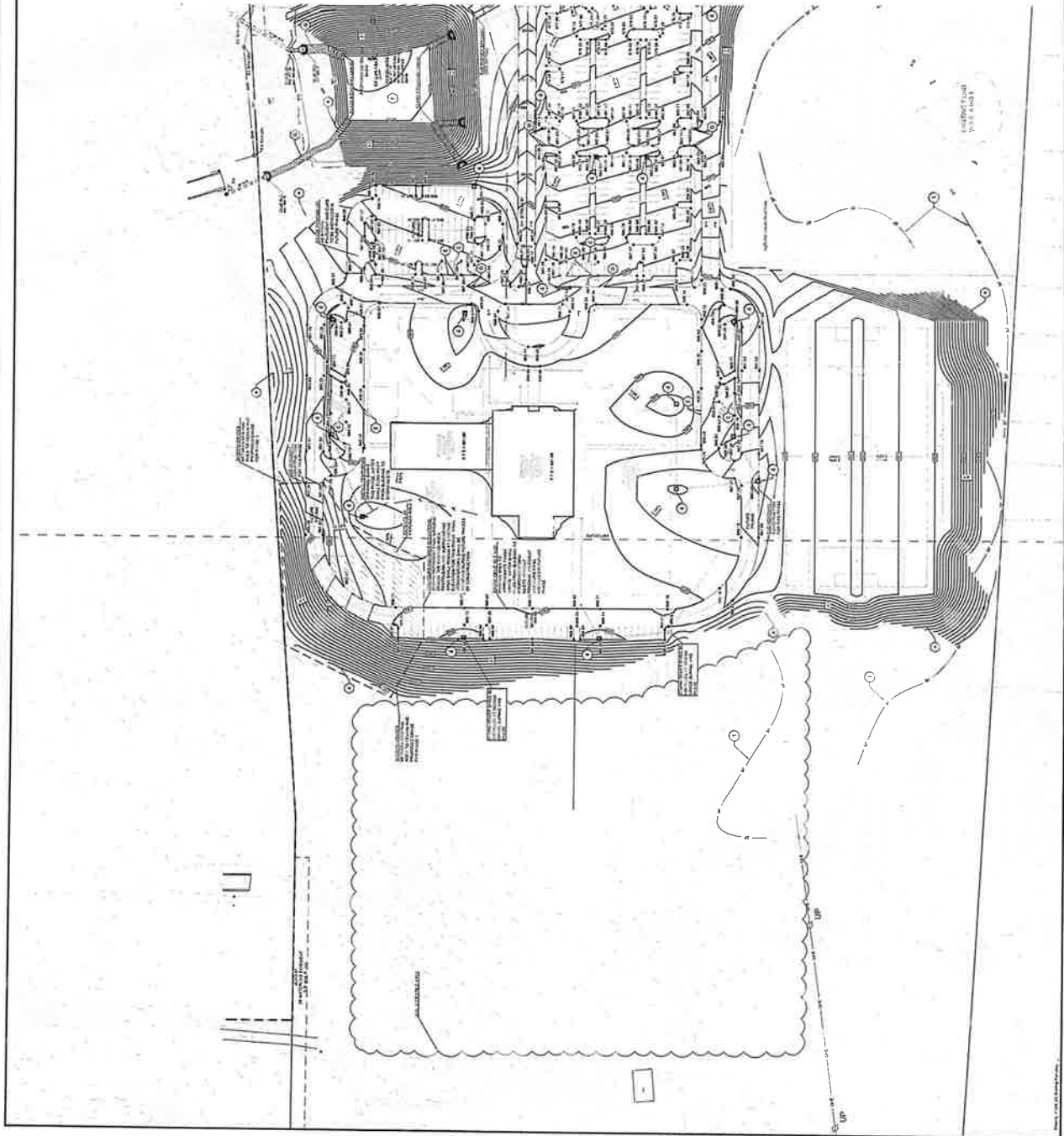
THE WALKER COMPANY
 200 PPERSON HEIGHTS, SUITE 200
 MT. STERLING, KY



NOT FOR CONSTRUCTION. SEE PLANNING SET FOR ALL

①	SEDIMENT CONTROL
②	EROSION CONTROL
③	WATER MANAGEMENT
④	PROTECTIVE WALL
⑤	ROCK WALL
⑥	ANCHORED WALL
⑦	GRAVITY WALL
⑧	RETAINING WALL
⑨	RETAINING WALL
⑩	RETAINING WALL

- SHEET NOTES:**
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY CONSTRUCTION CODE (KCC) AND THE KENTUCKY RESIDENTIAL CODE (KRC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY PLUMBING CODE (KPC) AND THE KENTUCKY MECHANICAL CODE (KMC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY ELECTRICAL CODE (KEC) AND THE KENTUCKY FIRE AND SAFETY CODE (KFSC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY WOOD PRESERVATION CODE (KWPC) AND THE KENTUCKY SOIL CONSERVATION CODE (KSC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY ENVIRONMENTAL CODE (KEC) AND THE KENTUCKY AIR QUALITY CODE (KAQC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY LAND USE AND ZONING CODE (KLZC) AND THE KENTUCKY HISTORIC PRESERVATION CODE (KHPCC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY PUBLIC WORKS CODE (KPWC) AND THE KENTUCKY TRANSPORTATION CODE (KTC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY HEALTH AND SAFETY CODE (KHC) AND THE KENTUCKY OCCUPATIONAL SAFETY AND HEALTH CODE (KOSHC).
 - ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KENTUCKY COMMUNITY DEVELOPMENT CODE (KCCD) AND THE KENTUCKY HOUSING CODE (KHCC).



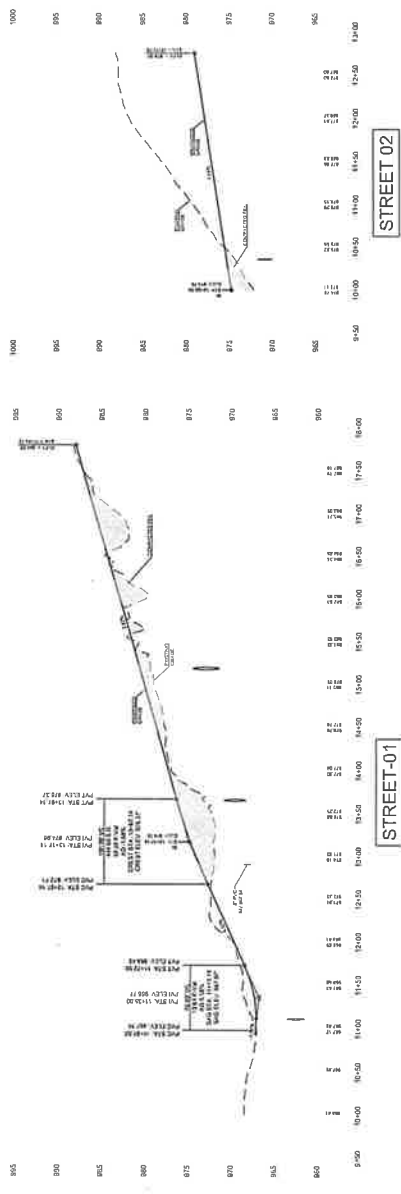
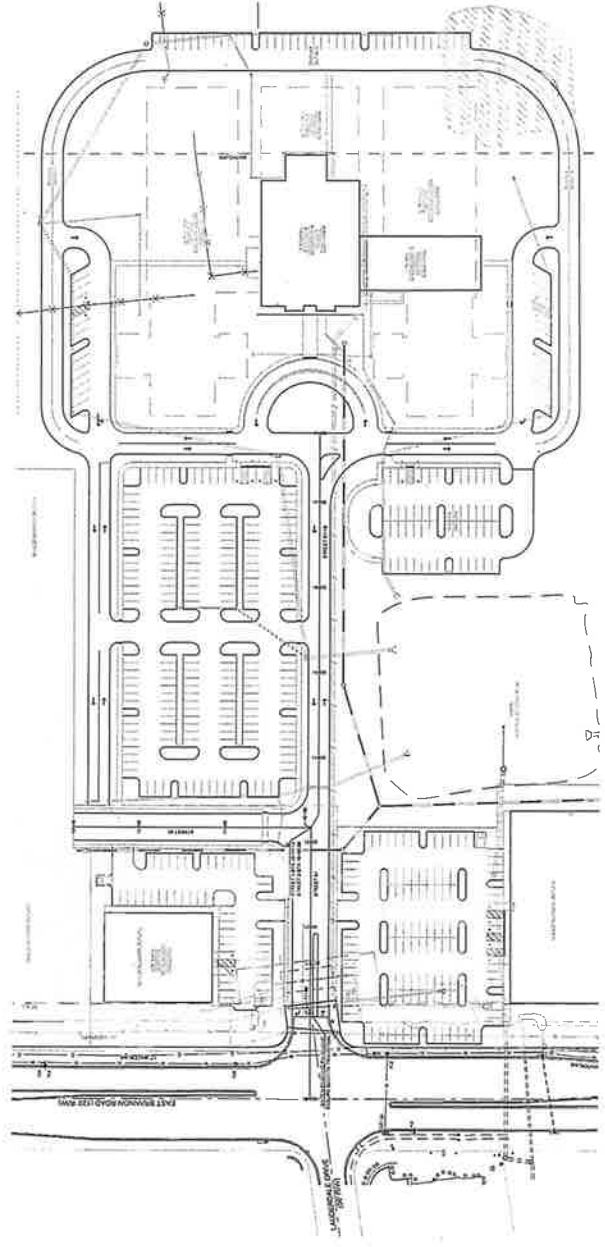


TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUS
 MICHOLLYLE, NY
 ROADWAY PROFILES

THE WALKER COMPANY
 200 APERSON HEIGHTS, SUITE 200
 MT. STERLING, NY



GRAPHIC SCALE
 1" = 100'



SHEET	5-1
DATE	05/05/2022
PROJECT	
JOB	
SCALE	
DATE	
BY	
CHECKED	
DATE	



1717 Grandview Parkway, Louisville, KY 40208
 502.451.1000

TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUIS
 MICHIGAN, KY

STORM SEWER PLAN

THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MFT, STERLING, KY



USE FOR CONTRACT DOCUMENTS SET ONLY



UTILITY NOTES

1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE MOST RECENT AVAILABLE RECORD DRAWINGS AND FIELD SURVEY DATA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
3. ALL UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES DAMAGED DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDING OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION.
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NOTE: SEE SHEET 5-2 FOR STORM PROFILES



GENERAL NOTES FOR BRANNON CAMPUS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES DAMAGED DURING CONSTRUCTION.

DESIGNER'S NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

REVISIONS:

NO. 1: AS SHOWN ON SHEET 5-1

NO. 2: AS SHOWN ON SHEET 5-1

NO. 3: AS SHOWN ON SHEET 5-1

NO. 4: AS SHOWN ON SHEET 5-1

NO. 5: AS SHOWN ON SHEET 5-1

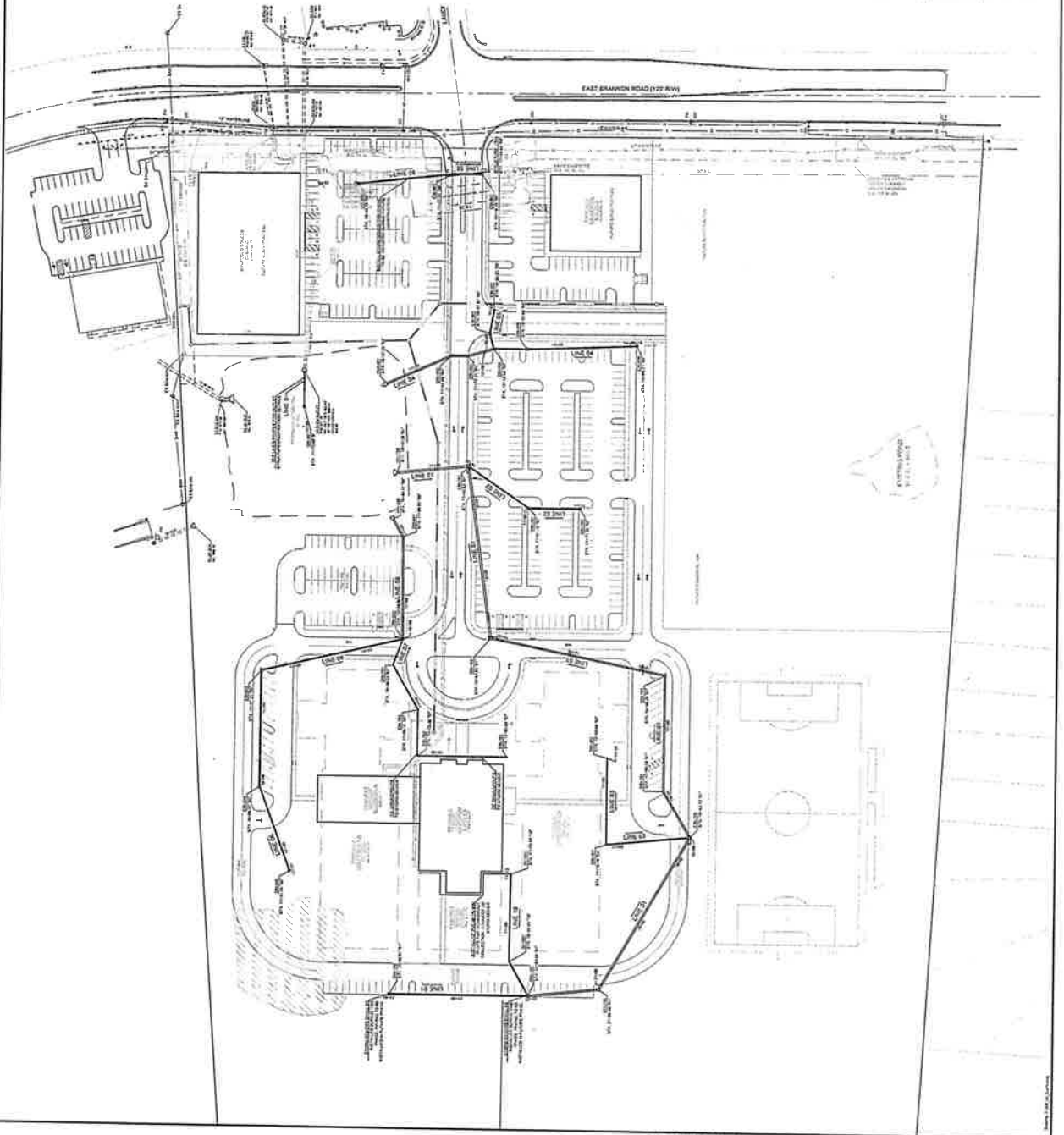
NO. 6: AS SHOWN ON SHEET 5-1

NO. 7: AS SHOWN ON SHEET 5-1

NO. 8: AS SHOWN ON SHEET 5-1

NO. 9: AS SHOWN ON SHEET 5-1

NO. 10: AS SHOWN ON SHEET 5-1



NOT FOR CONSTRUCTION. INTENTED FOR REVIEW ONLY.

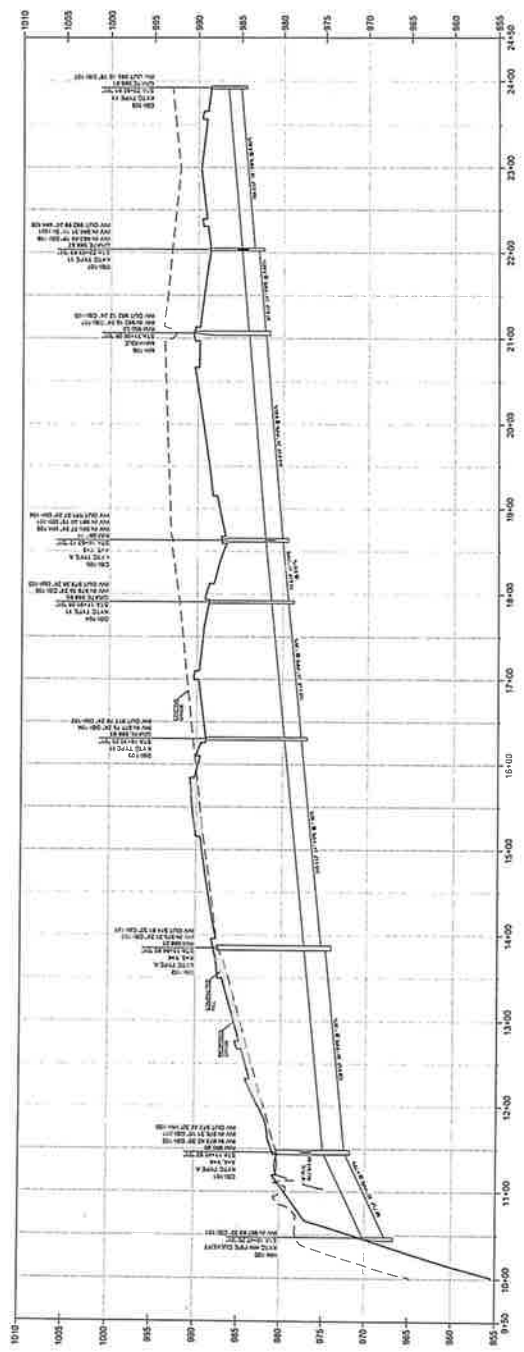


THE WALKER COMPANY
200 APPERSON HEIGHTS, SUITE 200
MT. STERLING, KY

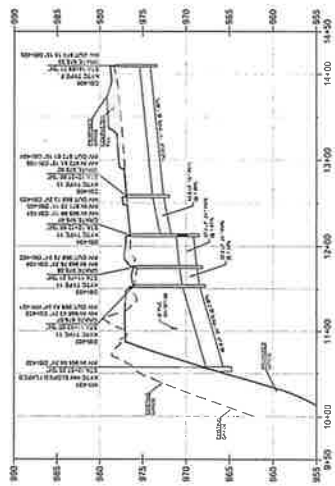
TRINITY CHRISTIAN ACADEMY
BRANNON CAMPUS
MCKAYVILLE, KY
STORM SEWER PROFILES



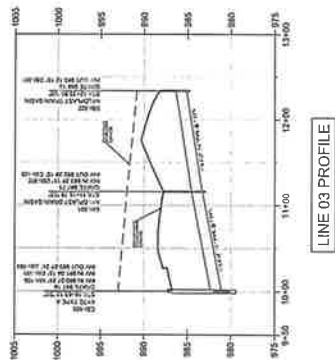
DATE	07/25/2022
PROJECT	TRINITY
SHEET	S-2
SCALE	
DESIGNED BY	
CHECKED BY	
IN CHARGE	



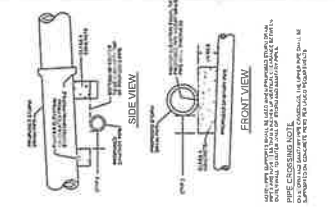
LINE 01 PROFILE



LINE 02 PROFILE



LINE 03 PROFILE



VERTICAL SCALE: 1"=5'
HORIZONTAL SCALE: 1"=50'

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DATE: 07/25/2022

PROJECT: TRINITY

SHEET: S-2

SCALE:

DESIGNED BY:

CHECKED BY:

IN CHARGE:



TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUS
 INDEPENDENCE, KY

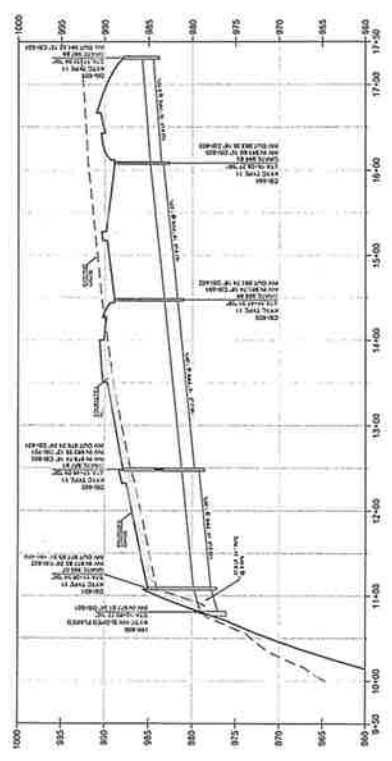
THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MT. STERLING, KY



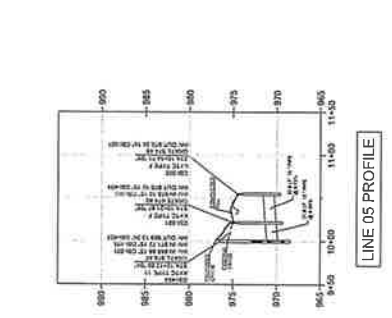
NOT FOR CONSTRUCTION PERMITS SEE PLAN

GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 4. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
 6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.

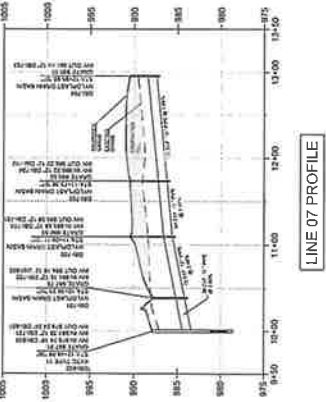
STONE BACKSET NOTE:
 1. ALL STONE BACKSETS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KY DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
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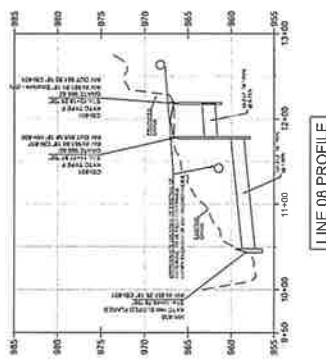
LINE 06 PROFILE



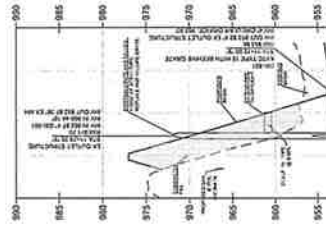
LINE 05 PROFILE



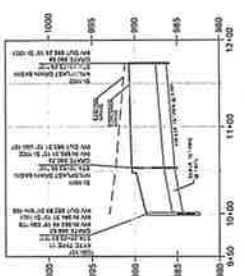
LINE 07 PROFILE



LINE 08 PROFILE



LINE 9 PROFILE



LINE 10 PROFILE



TRINITY CHRISTIAN ACADEMY
BRANNON CAMPUS
HOOVERVILLE, KY

THE WALKER COMPANY
200 APPERSON HEIGHTS, SUITE 200
MT. STERLING, KY



GENERAL NOTES:

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8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.
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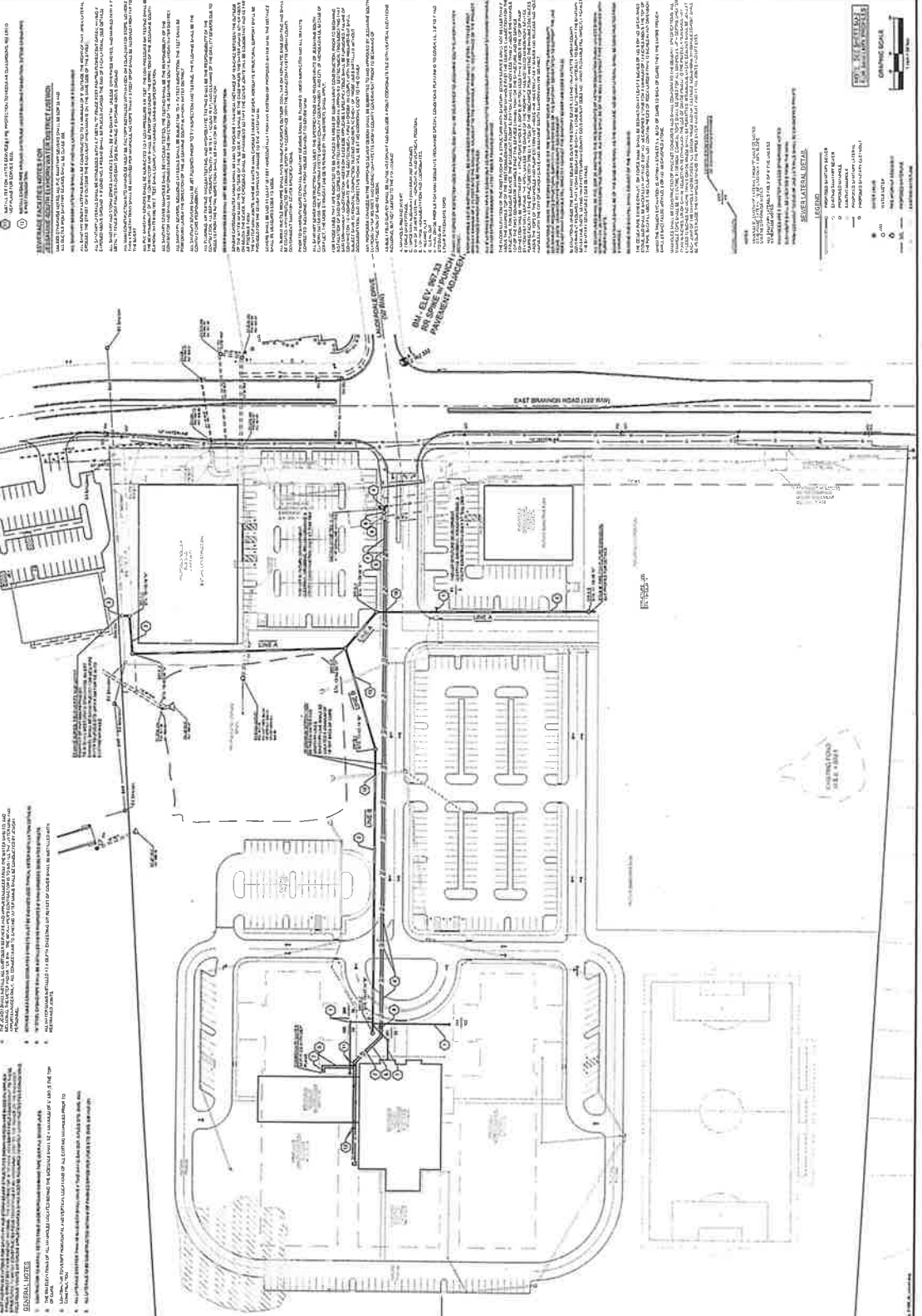
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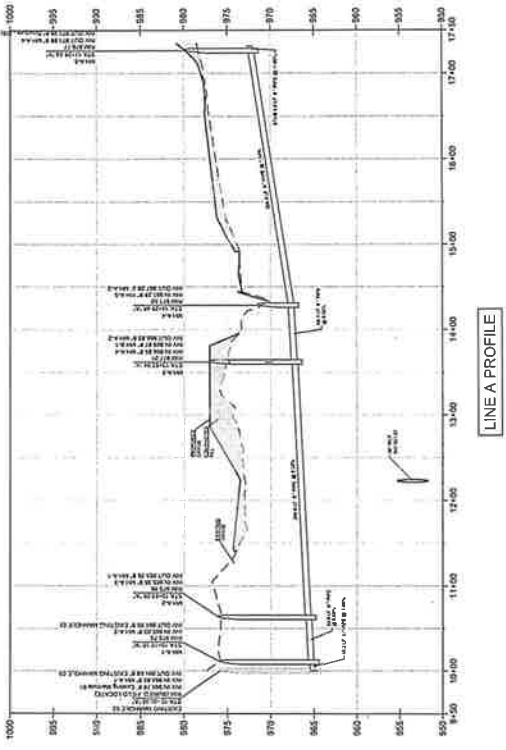
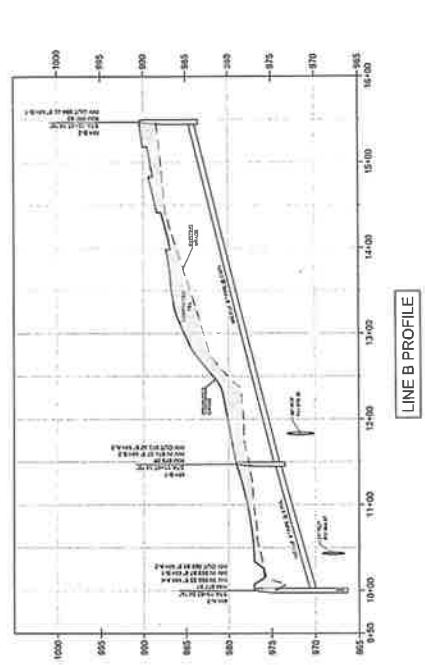
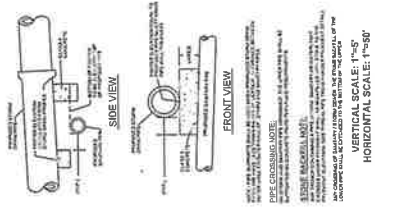


TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUS
 MOOREVILLE, KY

THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MT. STERLING, KY



LIST OF TYPICAL CONSTRUCTION MATERIALS



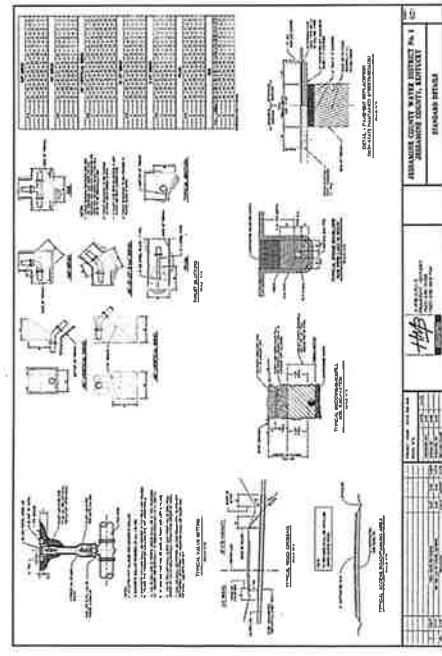
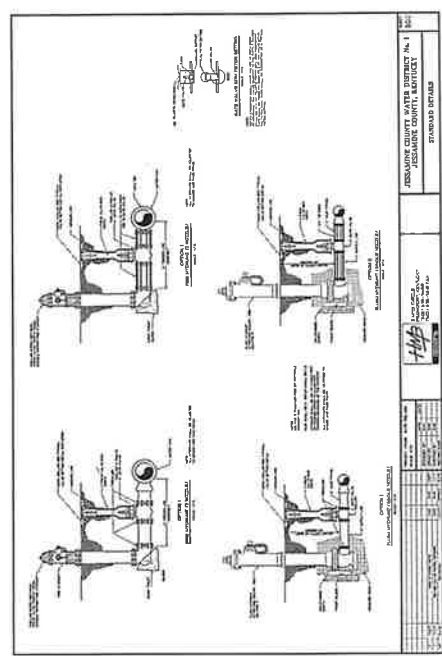
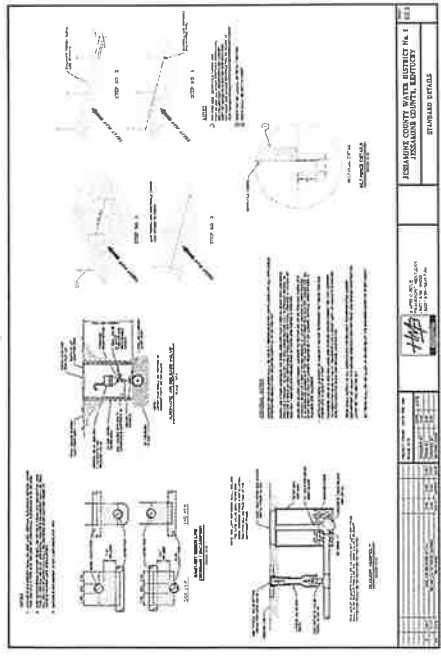
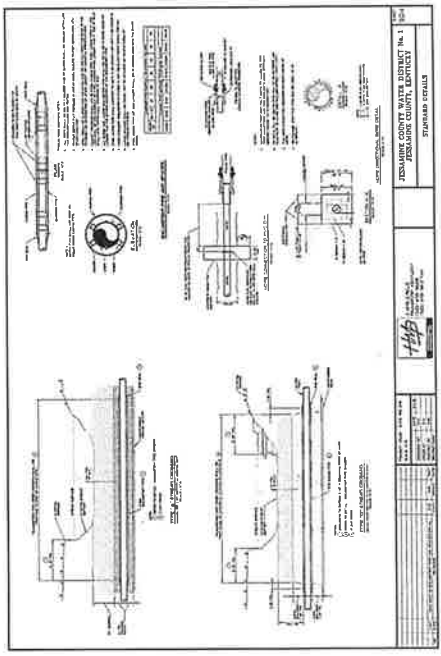


TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUS
 MICHAYLE KY
 JICWD#1 NOTES

THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MFT, STERLING, KY



NOT FOR CONSTRUCTION - INTENDED FOR REVIEW ONLY





TRINITY CHRISTIAN ACADEMY
 1605 HAVEN HILLS
 KNOXVILLE, TN

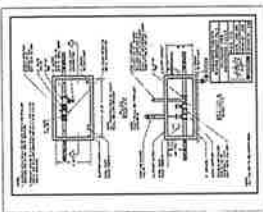
JOWDF#1 NOTES

THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MFT. STERLING, KY



LIST THE CONSTRUCTION PERMITTING SET ONLY

JESSAMINE COUNTY WATER DISTRICT No. 1
 JESSAMINE COUNTY, KENTUCKY
 STANDARD FOR PROTECTIVE SYSTEMS



GENERAL NOTES:
 1. THE SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE SERVICE AREA UNDER ALL CONDITIONS OF SERVICE.
 2. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI AT ALL POINTS IN THE SYSTEM.
 3. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM FLOW OF 10 GPM AT ALL POINTS IN THE SYSTEM.
 4. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM VELOCITY OF 2 FT/SEC AT ALL POINTS IN THE SYSTEM.
 5. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD OF 20 FT AT ALL POINTS IN THE SYSTEM.
 6. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.
 7. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.
 8. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.
 9. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.
 10. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.

JESSAMINE COUNTY WATER DISTRICT No. 1
 JESSAMINE COUNTY, KENTUCKY
 STANDARD FOR PROTECTIVE SYSTEMS

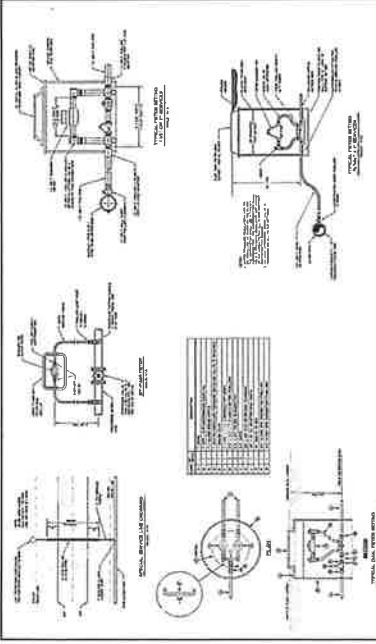
GENERAL NOTES:
 1. THE SYSTEM SHALL BE DESIGNED TO SERVE THE ENTIRE SERVICE AREA UNDER ALL CONDITIONS OF SERVICE.
 2. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI AT ALL POINTS IN THE SYSTEM.
 3. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM FLOW OF 10 GPM AT ALL POINTS IN THE SYSTEM.
 4. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM VELOCITY OF 2 FT/SEC AT ALL POINTS IN THE SYSTEM.
 5. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD OF 20 FT AT ALL POINTS IN THE SYSTEM.
 6. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.
 7. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.
 8. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM HEAD LOSS OF 2 FT/100 FT AT ALL POINTS IN THE SYSTEM.
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JESSAMINE COUNTY WATER DISTRICT No. 1
 JESSAMINE COUNTY, KENTUCKY
 STANDARD FOR PROTECTIVE SYSTEMS

GENERAL NOTES:
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JESSAMINE COUNTY WATER DISTRICT No. 1
 JESSAMINE COUNTY, KENTUCKY
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TRINITY CHRISTIAN ACADEMY
BRANNON CAMPUS
MCKINNEY, KY

JCWD#1 NOTES

THE WALKER COMPANY
200 APPERSON HEIGHTS SUITE 200
MT. STUBBS, KY



NOT FOR CONSTRUCTION PERMITTING USE ONLY

MEMORANDUM FOR THE RECORD
DATE: 05/25/2022
PROJECT: TRINITY CHRISTIAN ACADEMY - BRANNON CAMPUS
SUBJECT: JAWALKING COUNTY WATER DISTRICT No. 1
REVISIONS: 1

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	05/25/2022

DESIGNED BY: JAMES C. WALKER, P.E.
CHECKED BY: JAMES C. WALKER, P.E.
DATE: 05/25/2022

PROJECT DESCRIPTION: This project consists of the design of a water distribution system for the Brannon Campus of Trinity Christian Academy. The system includes a mainline water line, service lines, and a fire hydrant. The design is based on the information provided in the attached plans and specifications.

DESIGN ASSUMPTIONS: The design is based on the following assumptions: 1. The water supply is from the local municipal water system. 2. The water demand is based on the peak flow rate of 1.5 gpm. 3. The water pressure is maintained at a minimum of 20 psi. 4. The water quality is in accordance with the applicable standards.

DESIGN CALCULATIONS: The design calculations are as follows: 1. Peak flow rate: 1.5 gpm. 2. Pipe size: 1/2" diameter. 3. Pipe material: PVC. 4. Pipe length: 100 feet. 5. Pipe slope: 0.001. 6. Pipe velocity: 1.5 ft/s. 7. Pipe head loss: 1.5 feet. 8. Total head loss: 1.5 feet. 9. Total head available: 20 feet. 10. Total head required: 21.5 feet. 11. The total head required exceeds the total head available, therefore, the pipe size must be increased to 3/4" diameter.

CONCLUSION: The design of the water distribution system is complete and ready for construction. The design meets all the applicable standards and assumptions.

MEMORANDUM FOR THE RECORD
DATE: 05/25/2022
PROJECT: TRINITY CHRISTIAN ACADEMY - BRANNON CAMPUS
SUBJECT: JAWALKING COUNTY WATER DISTRICT No. 1
REVISIONS: 1

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	05/25/2022

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MEMORANDUM FOR THE RECORD
DATE: 05/25/2022
PROJECT: TRINITY CHRISTIAN ACADEMY - BRANNON CAMPUS
SUBJECT: JAWALKING COUNTY WATER DISTRICT No. 1
REVISIONS: 1

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	05/25/2022

DESIGNED BY: JAMES C. WALKER, P.E.
CHECKED BY: JAMES C. WALKER, P.E.
DATE: 05/25/2022

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CONCLUSION: The design of the water distribution system is complete and ready for construction. The design meets all the applicable standards and assumptions.

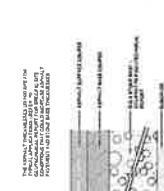
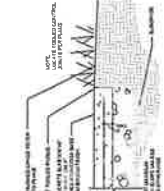
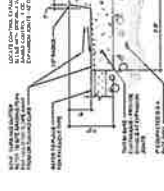
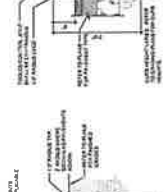
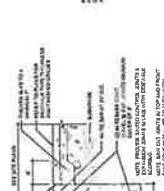
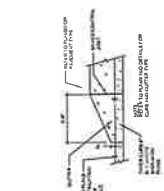


TRINITY CHRISTIAN ACADEMY
 BRANNON CAMPUS
 BIRMINGHAM, AL
 SITE DETAILS

THE WALKER COMPANY
 200 APPERSON HEIGHTS, SUITE 200
 MT. STERLING, KY



ALL SITE CONSTRUCTION DRAWINGS BY ONLY



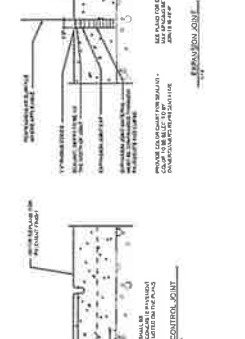
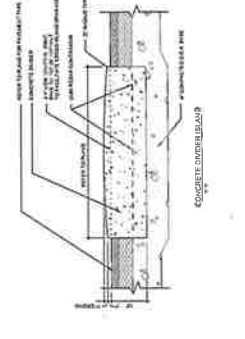
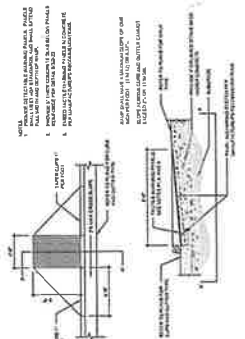
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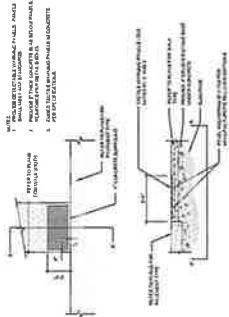


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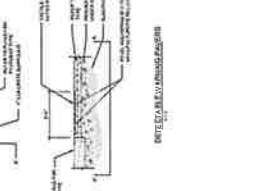
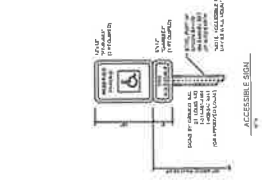
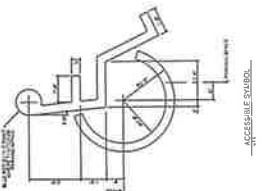
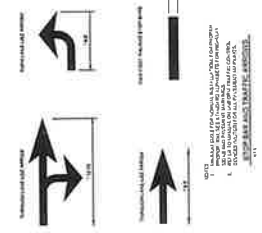
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**LAW OFFICE OF HUNTER
JONES, PLLC**

P.O. Box 414
144 N. Broadway
Lexington, KY 40588

Tel. No.: (859) 403 3313
Telefax: (859) 217 2344
hunter@hunterjoneslaw.com

April 8, 2022

Olin Bryant
Peoples Bank & Trust Co.
524 Main Street
Hazard, KY 41701

RE: Trinity Christian Academy of Lexington
Tract 3
See Plat Cabinet I0, Slide 275
Jessamine County Kentucky
Map ID: 078-00-00-005.00
PRELIMINARY TITLE OPINION

Dear Mr. Bryant

I have examined the records of the Jessamine County Court Clerk's Office pertaining to the above three parcels of land located in Jessamine County, Kentucky, more particularly described as follows:

SEE ATTACHED EXHIBIT A

Based upon my examination of the records, in my opinion, a good marketable fee simple title in the above-described property was, on March 29, 2016 vested in Trinity Christian Academy of Lexington, LLC subject to the following encumbrances of record as of March 25, 2022 at 9:00 a.m.:

1. A Mortgage and Assignment of Leases and Rents granted to Central Bank & Trust Co. by Trinity Christian Academy of Lexington, LLC of record in M1344, Page 1. The underlying note is in the original principal amount of \$650,000.00.
2. As of the date of this opinion, the above properties are tax exempt.
3. A Land Use Restriction of record in D841, 913.

Group Exhibit C

4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed in an accurate survey or inspection of the premises.
5. Those restrictions, encumbrances, or defects that appear of record prior to the title exam; or that appear of record of this date, but are not properly indexed; or that appear of record at a later date, but were not properly indexed as of the date of this Certificate; and all forgeries, alterations, false statements and unauthorized acts affecting the public records in the Office of the Clerk of Jessamine County Kentucky.
6. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey or physical inspection of the premises would disclose.
7. No certification is made regarding the size or acreage of the subject tract or access to the same from a public road.
8. This examination does not cover mineral, timber, or oil and gas rights to the above described property.
9. No certification is made as to the interest of any person inheriting an interest in property whose name was omitted from any Affidavit of Descent appearing in the chain of title for this property.
10. It is assumed that all persons who executed deed or other documents in the chain of title were competent to do so at the time they executed said document.
11. Subject to any liens, out conveyances or other documents recorded against or by persons using names other than those contained in the chain of title supplied by the request for title opinion.
12. This examination does not include any inspection of any records relating to the United States Bankruptcy Court and thus make no certification regarding the status of any bankruptcy proceeding which could affect the subject real property.
13. I expressly assume that all actions taken by corporate entities owning interests in the subject tract now or in the past were duly authorized by the corporation's shareholders or board of directors and the officers who executed any deed or other documents have the proper authority to act on behalf of the entity.

14. It is assumed that all necessary legal steps were taken and all necessary parties were before the Court in each and every action that resulted in a court ordered sale and conveyance of any portion of the subject tract.
15. Rights or claims of parties in actual possession of any or all of the property.
16. Any law, ordinance or regulation restricting, regulating and/or relating to the use or occupancy of the real property described herein; or regulating the character, dimensions or location of any improvement now or hereafter erected on the real property described herein; or prohibiting a separation in ownership of a reduction in the dimensions or area of the real property described herein; or prohibiting or relating to the environmental protection; or the affect of any violation of such law, ordinance or governmental regulations, except to the extent that a notice of the enforcement thereof or notice of a defect, lien or encumbrance resulting from a violation affecting the real property described herein.

This opinion is given to Peoples Bank & Trust Co. of Hazard and any liability is hereunder limited to said persons. The purpose of this opinion is specifically to address issues relevant to the mortgagee. This opinion does not cover matters first appearing of record subsequent to the effective date of this opinion (March 25, 2022) or more than 30 years prior hereto. Said opinion is not title insurance.

Dated this the 8th day of April, 2022.



P.O. Box 414

Lexington, KY 40588

859-403-3313

hunter@hunteljoneslaw.com

EXHIBIT A

Map ID: 078-00-00-005.00

Being all of Tract 3 of the Smitson/Cox Properties as shown by the Retracement Consolidation Non-Building Plat of record in Plat Cabinet 10, Slide 275, in the Jessamine County Clerk's Office.

Being the same property conveyed to Trinity Christian Academy of Lexington, LLC, a Kentucky limited liability company, by Commissioner's Deed dated March 20, 2016, of record in Book CD24, Page 562, Jessamine County Clerk's office.

**LAW OFFICE OF HUNTER
JONES, PLLC**

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Lexington, KY 40588

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Telefax: (859) 217 2344
hunter@hunterjoneslaw.com

April 8, 2022

Olin Bryant
Peoples Bank & Trust Co.
524 Main Street
Hazard, KY 41701

RE: Trinity Christian Academy of Lexington
Tract 2, Tract 4, and Parcel 5
See Plat Cabinet 10, Slide 275
Jessamine County Kentucky
Map ID: 078-00-00-005.03; 078-00-00-005.02;
And 078-00-00-004.01
PRELIMINARY TITLE OPINION

Dear Mr. Bryant

I have examined the records of the Jessamine County Court Clerk's Office pertaining to a the above three parcels of land located in Jessamine County, Kentucky, more particularly described as follows:

SEE ATTACHED EXHIBIT A

Based upon my examination of the records, in my opinion, a good marketable fee simple title in the above-described property was, on March 29, 2016 vested in Trinity Christian Academy of Lexington, LLC subject to the following encumbrances of record as of March 26, 2022 at 9:00 a.m.:

1. A Mortgage and Assignment of Leases and Rents granted to Central Bank & Trust Co. by Trinity Christian Academy of Lexington, LLC. The underlying note is in the original principal amount of \$650,000.00. (M 1344, 1)
2. As of the date of this opinion, the above properties are tax exempt.
3. An Easement granted to Jessamine County Water District No. 1, dated April 29, 2013.
4. A Land Use Restriction of record in D841, 913 and D832, Page 464.

5. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed in an accurate survey or inspection of the premises.
6. Those restrictions, encumbrances, or defects that appear of record prior to the title exam; or that appear of record of this date, but are not properly indexed; or that appear of record at a later date, but were not properly indexed as of the date of this Certificate; and all forgeries, alterations, false statements and unauthorized acts affecting the public records in the Office of the Clerk of Jessamine County Kentucky.
7. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey or physical inspection of the premises would disclose.
8. No certification is made regarding the size or acreage of the subject tract or access to the same from a public road.
9. This examination does not cover mineral, timber, or oil and gas rights to the above described property.
10. No certification is made as to the interest of any person inheriting an interest in property whose name was omitted from any Affidavit of Descent appearing in the chain of title for this property.
11. It is assumed that all persons who executed deed or other documents in the chain of title were competent to do so at the time they executed said document.
12. Subject to any liens, out conveyances or other documents recorded against or by persons using names other than those contained in the chain of title supplied by the request for title opinion.
13. This examination does not include any inspection of any records relating to the United States Bankruptcy Court and thus make no certification regarding the status of any bankruptcy proceeding which could affect the subject real property.
14. I expressly assume that all actions taken by corporate entities owning interests in the subject tract now or in the past were duly authorized by the corporation's shareholders or board of directors and the officers who executed any deed or other documents have the proper authority to act on behalf of the entity.

15. It is assumed that all necessary legal steps were taken and all necessary parties were before the Court in each and every action that resulted in a court ordered sale and conveyance of any portion of the subject tract.
16. Rights or claims of parties in actual possession of any or all of the property.
17. Any law, ordinance or regulation restricting, regulating and/or relating to the use or occupancy of the real property described herein; or regulating the character, dimensions or location of any improvement now or hereafter erected on the real property described herein; or prohibiting a separation in ownership of a reduction in the dimensions or area of the real property described herein; or prohibiting or relating to the environmental protection; or the affect of any violation of such law, ordinance or governmental regulations, except to the extent that a notice of the enforcement thereof or notice of a defect, lien or encumbrance resulting from a violation affecting the real property described herein.

This opinion is given to Peoples Bank & Trust Co. of Hazard and any liability is hereunder limited to said persons. The purpose of this opinion is specifically to address issues relevant to the mortgagee. This opinion does not cover matters first appearing of record subsequent to the effective date of this opinion (March 26, 2022) or more than 30 years prior hereto. Said opinion is not title insurance.

Dated this the 8th day of April, 2022.



Hunter Jones

P.O. Box 414
Lexington, KY 40588
859-403-3313
hunter@hunterjoneslaw.com

Exhibit A

MAP ID: 078-0-00-004.01; 078-00-00-005.03; AND 078-00-00-005.02

All of Tract 2 (18.06 acres), Tract 4 (19.55 acres) and parcel 5 (2.59 acres) as shown on the Retracement Consolidation Non-Buildable Plat Smitson/Cox Properties record in Plat Cabinet 10, slide 275, in the Jessamine County Clerk's office, to which plat reference is made for a more particular description.

Being the same property conveyed from Cowen Family Holdings, LLC, a Kentucky limited liability company, to Trinity Christian Academy of Lexington, LLC, a Kentucky limited liability company, by Deed dated June 5, 2014, of record in Deed Book D710, Page 411, in the Jessamine County Clerk's office.



Family Practice
Associates of Lexington

Childcare Network
Temporarily closed

Nicholasville
Fire Station 4

CrossFit 859

Trinity Christian Academy

The Avenue