

**TOWN BRANCH COMMONS
UTILITY RELOCATION AGREEMENT**

THIS **UTILITY RELOCATION AGREEMENT** is made and entered into as of the 10 day of July, 2018 (the "Effective Date") by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban-county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507 (hereinafter referred to as "LFUCG" or the "Government"), and **KENTUCKY UTILITIES COMPANY**, located at 1 Quality Street, Lexington, KY 40507 (hereinafter referred to as "KU"), collectively referred to as the "Parties."

WHEREAS, LFUCG has plans to grade, regrade, construct, reconstruct, widen or otherwise alter the Midland Avenue right-of-way ("ROW") in accordance with the design and engineering specifications of the Town Branch Commons Project ("Public Project"), a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, KU has submitted plans to LFUCG, a copy of which are attached hereto and incorporated herein as **Exhibit B**, for the relocation of its electrical distribution line(s), any facilities owned by KU on KU poles, and any associated equipment owned by KU (but excluding certain transmission poles, lines and associated equipment, which will remain in place) (hereinafter "Facilities") from their current location in the Midland Avenue ROW to another location; and

WHEREAS, LFUCG has requested KU to relocate its Facilities pursuant to Lexington-Fayette County Code of Ordinances Section 17C-19(f)(1).

NOW, THEREFORE, in consideration of the premises and the foregoing mutually agreed upon promises, conditions, and covenants hereinafter set forth, LFUCG and KU covenant and agree as follows:

(1) The above recitals are incorporated herein as if fully set forth.

(2) Upon receipt of a Notice to Proceed issued by the LFUCG Director of Engineering issued before July 3, 2018, KU shall relocate the Facilities by March 1, 2019 (except for the following reasons: (1) the Notice to Proceed is not received on or before July 3, 2018, (2) delay is caused by the acts or omissions of LFUCG, (3) changes ordered by LFUCG, (4) unavoidable and unforeseen delays beyond KU's reasonable control, which include force majeure events such as a war, riot, strike, acts of God, acts of the state or federal governmental that prohibit or impede KU from performing its obligations under this Agreement or the unavailability of materials, (5) delays resulting from the relocation of third party facilities located on the poles as a result of the acts or omissions of such third party, (6) delays resulting from obtaining easements from third parties or (7) delay in payment of the costs of relocation in accordance with the terms of this Agreement), subject to the requirements and standards set forth in Chapter 17C of the Lexington-Fayette County Code of Ordinances.

(3) The removal and relocation of the Facilities shall be done in a good, safe and workmanlike manner consistent with all applicable codes, ordinances, laws and regulations. Any and all relocation work performed pursuant to this Agreement has been approved by the LFUCG Division of Engineering. KU agrees to acquire any easements or property interests necessary for the relocation. LFUCG will cooperate in good faith with KU regarding the acquisition of necessary property interests, however, such cooperation will not require LFUCG to acquire any easements or property interests on KU's behalf.

(4) The Parties acknowledge that, as of the Effective Date, KU has submitted plans (Exhibit B) to LFUCG for the relocation of the Facilities and those plans have been reviewed and approved by LFUCG. Notwithstanding the above, KU hereby agrees to submit any changes or modifications to the plans to LFUCG for consideration and approval (which approval shall not be unreasonably withheld, conditioned, or delayed) before the commencement of any work.

(5) LFUCG shall pay \$200,000.00 of the costs of the relocation of the Facilities. On or before July 20, 2018, LFUCG shall make the payment of \$200,000.00 to KU, which is a condition precedent to the commencement of the relocation of the Facilities. LFUCG acknowledges and agrees that it shall have no right, title or interest in the relocated Facilities, including, but not limited to, any existing Facilities or new Facilities. Notwithstanding any implication to the contrary contained above or elsewhere in this Agreement, if the Project is terminated or does not go forward and, at the time of such termination or cancellation by LFUCG, the termination or cancellation of the relocation of the Facilities would not be economically feasible or physically practicable, LFUCG shall be responsible for completion of the relocation of the Facilities pursuant to the terms of this Agreement. Nothing in the Agreement shall be construed as a waiver of KU's right to require LFUCG to pay for any relocation pursuant to Code Section 17C-19(f)(4).

(6) KU represents to LFUCG that it is the owner of the Facilities, and that it has taken all necessary corporate, regulatory or other similar action to execute, deliver and perform this Agreement. KU shall act in good faith and with due diligence to obtain the relocation of third party facilities located on KU's poles.

(7) This Agreement will commence on the Effective Date. KU will commence the relocation work described herein on or about July 9, 2018 (but not before receipt of a Notice to Proceed issued by the LFUCG Director of Engineering and payment of the costs set forth above) and will continue to perform such work until completion or March 1, 2019. The relocation performance period shall be extended for a reasonable period beyond March 1, 2019 for the following reasons: if (1) the Notice to Proceed is not received on or before July 3, 2018, (2) delay is caused by the acts or omissions of LFUCG, (3) changes ordered by LFUCG, (4) unavoidable and unforeseen delays beyond KU's reasonable control, which include *force majeure* events such as a war, riot, strike, acts of God, acts of the state or federal governmental that prohibit or impede KU from performing its obligations under this Agreement or the unavailability of materials, (5) delays resulting from the relocation of third party facilities located on KU's poles as a result of the acts or omissions of such third party, (6) delays resulting from obtaining easements from third parties, or (7) delay in payment of the costs of relocation in accordance with the terms of this Agreement.

(8) Neither Party shall be in default under this Agreement unless and until the non-defaulting Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after written receipt of such notice. Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party shall have the right to terminate the Agreement and pursue an appropriate remedy.

(9) The failure or delay on the part of LFUCG or KU to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(10) This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior offers, negotiations and other agreements concerning the subject matter contained herein.

(11) No revision of this Agreement shall be valid unless made in writing and signed by an officer of KU and an authorized signatory on behalf of LFUCG.

(12) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original. In the event that any signature is delivered by facsimile or by email of a “.pdf” format data file, such signature shall create a valid and binding obligation of such Party with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

(13) The laws of the Commonwealth of Kentucky (excluding its conflicts of laws rules) shall govern this Agreement. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either Party, regardless of which Party may have drafted any of its provisions.

(14) In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement.

(15) Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by reliable overnight courier or by Certified Mail, return receipt, in a sealed envelope, postage prepaid, addressed to LFUCG or KU at the following address:

LFUCG: Director of Engineering
Lexington-Fayette Urban County Government, 4th Floor
Phoenix Building
100 East Main Street
Lexington, KY 40507

With
copies to: Commissioner of Law
Lexington-Fayette Urban County Government, 11th Floor
200 East Main Street

Lexington, KY 40507

KU: Kentucky Utilities Company
1 Quality Street
Lexington, KY 40507
Attn: _____

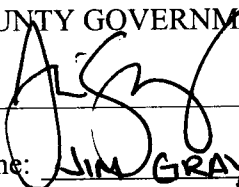
Any such notice or demand shall be deemed to have been given or made three (3) business days following the date it is deposited in the United States Post Office or on the day following delivery to the overnight courier. LFUCG or KU may from time to time designate any other address for this purpose by written notice to the other Party.

(16) The execution, delivery and performance of this Agreement and any documents relating hereto have been duly authorized by all necessary parties, and this Agreement is enforceable in accordance with its terms. LFUCG and KU have full power and authority to enter into this Agreement, to execute and deliver all instruments and documents referred to herein and to consummate the transactions contemplated hereby. Neither the execution of this Agreement, nor the consummation of any transaction contemplated herein, violates any laws, rules, regulations or ordinances.


IN WITNESS WHEREOF, the Parties by their authorized representative have executed this Agreement as of the Effective Date.

LEXINGTON-FAYETTE URBAN
COMPANY
COUNTY GOVERNMENT

KENTUCKY UTILITIES



Name: JIM GRAY



Name: ROBBY TRIMBLE

Title: MAYOR

Title: DIRECTOR OPERATIONS

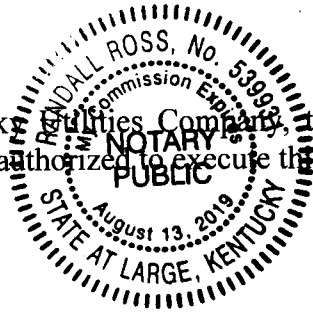
KU ACKNOWLEDGMENT

STATE OF)

COUNTY OF FAYETTE)

On the 9th day of July, 2018, before me personally appeared Robby Trimble, and acknowledged under oath that he/she is the

Director Operations of Kentucky Utilities Company, the utility company named in the attached Agreement, and as such was authorized to execute this Agreement on behalf of KU.



Notary Public: Randall Ross
My Commission Expires: 8-13-19

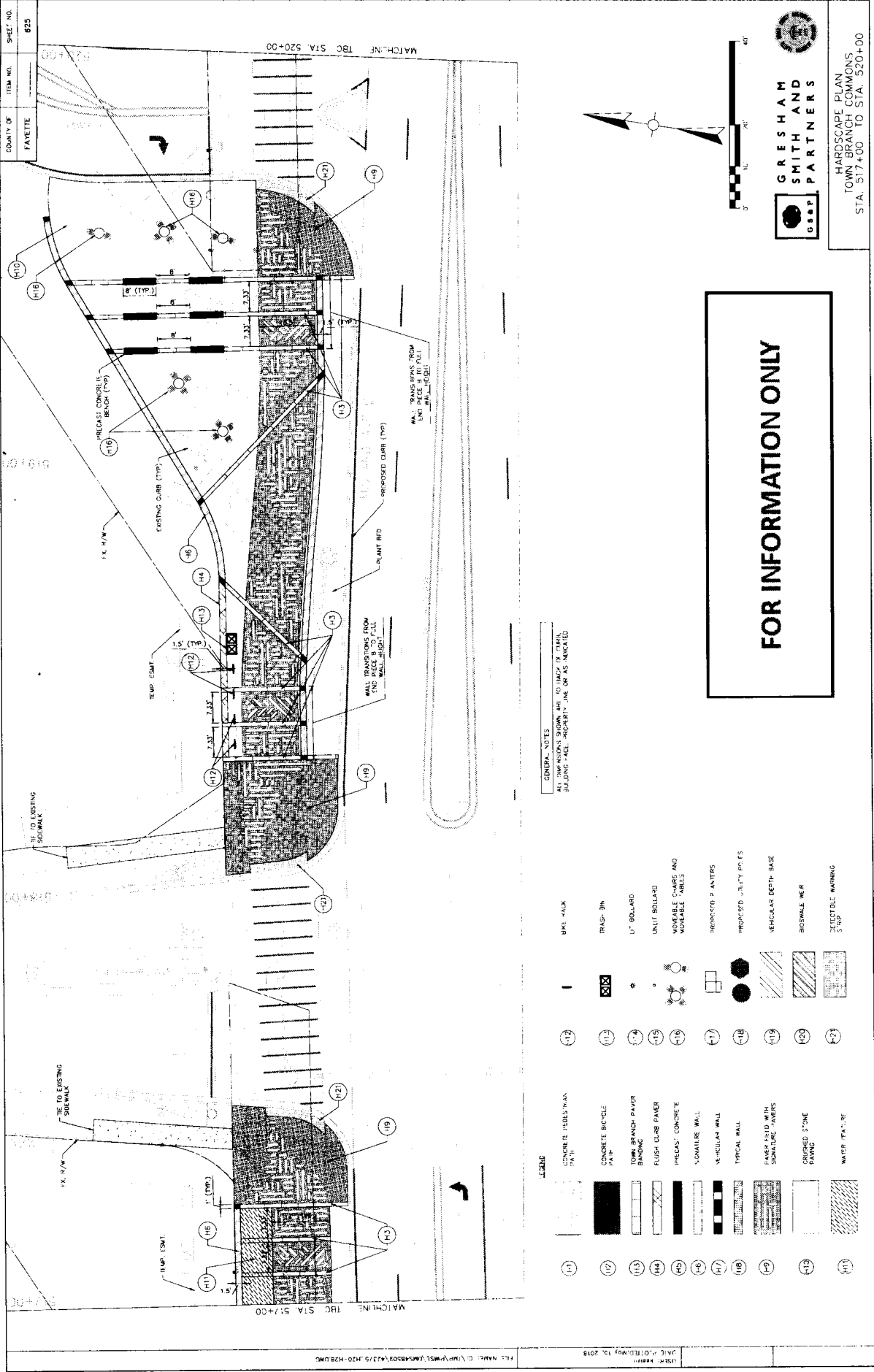
LFUCG ACKNOWLEDGMENT

STATE OF Kentucky)
)
COUNTY OF FAYETTE)

On the 10th day of July, 2018 before me personally appeared Jim Gray, and acknowledged under oath that he/she is the Mayor of the Lexington-Fayette Urban County Government, the governmental body named in the attached Agreement, and as such was authorized to execute this Agreement on behalf of LFUCG.

Notary Public: [Signature]
My Commission Expires: 2-2-2019

00603331



COUNTY OF
FAVETTE

ITEM NO.
825

SHEET NO.
825

DATE: 10/15/2019 12:20:19

USER: P4888

FILE NAME: C:\RP\W\MSL\0454503\4219_H20-H28.DWG

MATCHLINE: TBC STA. 517+00

MATCHLINE: TBC STA. 520+00

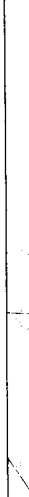
FOR INFORMATION ONLY

GRESHAM SMITH AND PARTNERS

HARDSCAPE PLAN
TOWN BRANCH COMMISSIONS
STA. 517+00 TO STA. 520+00

GENERAL NOTES
ALL DIMENSIONS SHOWN ARE TO UNLESS OTHERWISE SPECIFIED.
BUILDING FACE PROPERTY LINE AS SHOWN.

SYMBOL	DESCRIPTION
(11)	CONCRETE PEBBLES PLAN 1/4" TH
(12)	BIKE RACK
(13)	CONCRETE BICYCLE PAIR
(14)	TOWN BRANCH PAVER BRICK
(15)	FLUSH CURB PAVER
(16)	PRECAST CONCRETE
(17)	STONE WALL
(18)	TRICULAR WALL
(19)	TYPICAL WALL
(20)	PAVER FIELD WITH SIGNATURE PAVERS
(21)	COARSE STONE PAVER
(22)	WATER FEATURE
(23)	TRASH BIN
(24)	U" BOLLARD
(25)	UNIT BOLLARD
(26)	MOVABLE CHAIRS AND MOVABLE TABLES
(27)	PROJECTED PLANTERS
(28)	PROJECTED UTILITY PIPES
(29)	VEHICULAR DEPTH BASE
(30)	SIGNAL REF
(31)	DETECTABLE WARNING STRIP



1x 8/4" TIE TO EXISTING SIDEWALK

TEMP CURB

EXISTING CURB (TYP)

1x 4/4" PRECAST CONCRETE BENCH (TYP)

PLANT BED

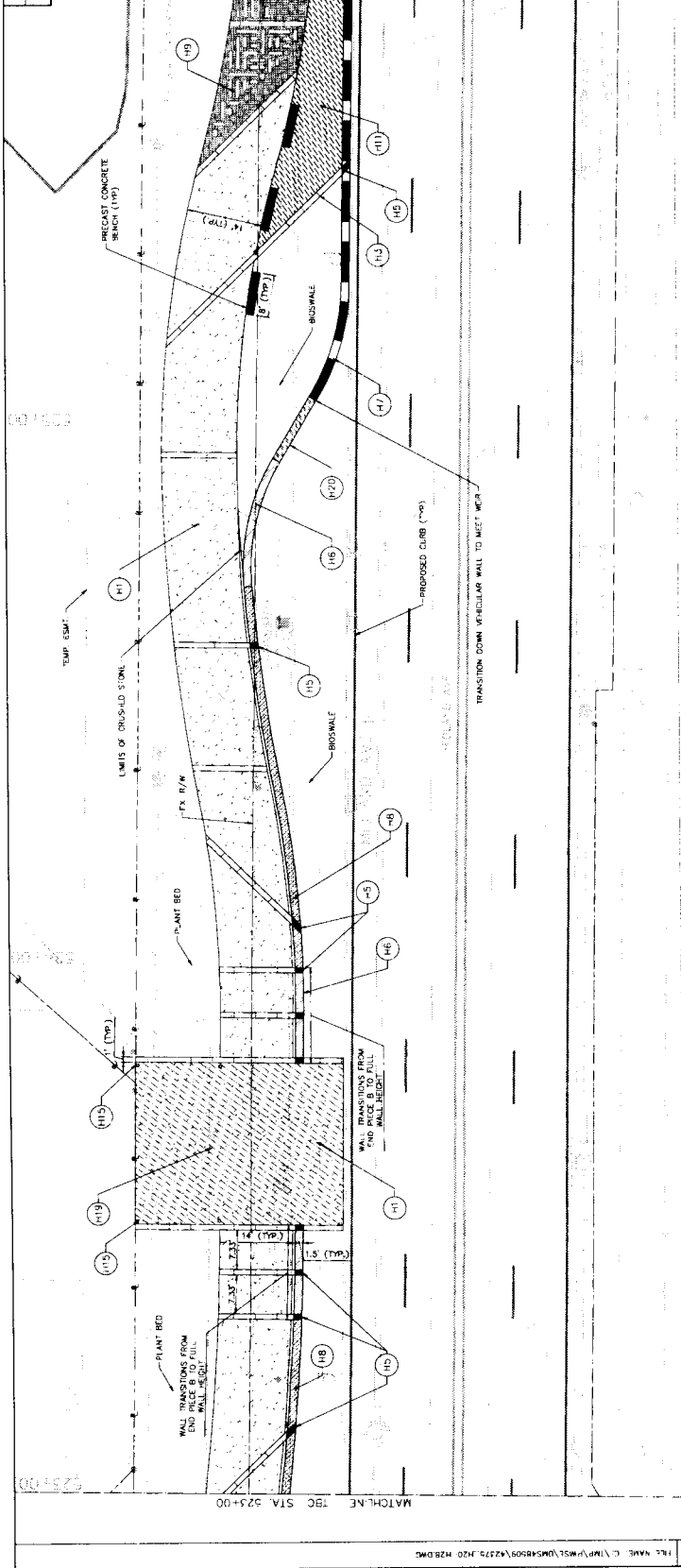
PROPOSED CURB (TYP)

WALL PROJECTING FROM SIDE WALK TO FULL WALL HEIGHT

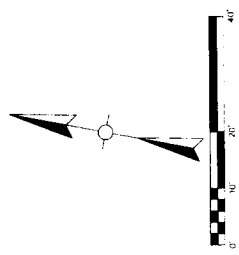
PLANTER BEDS FROM SIDE WALK TO FULL WALL HEIGHT

MATCHLINE: TBC STA. 517+00

MATCHLINE: TBC STA. 520+00



GENERAL NOTES
ALL FINISHES SHALL BE TO BACK OF CURB
BUILDING FACE, UNLESS OTHERWISE INDICATED.



FOR INFORMATION ONLY

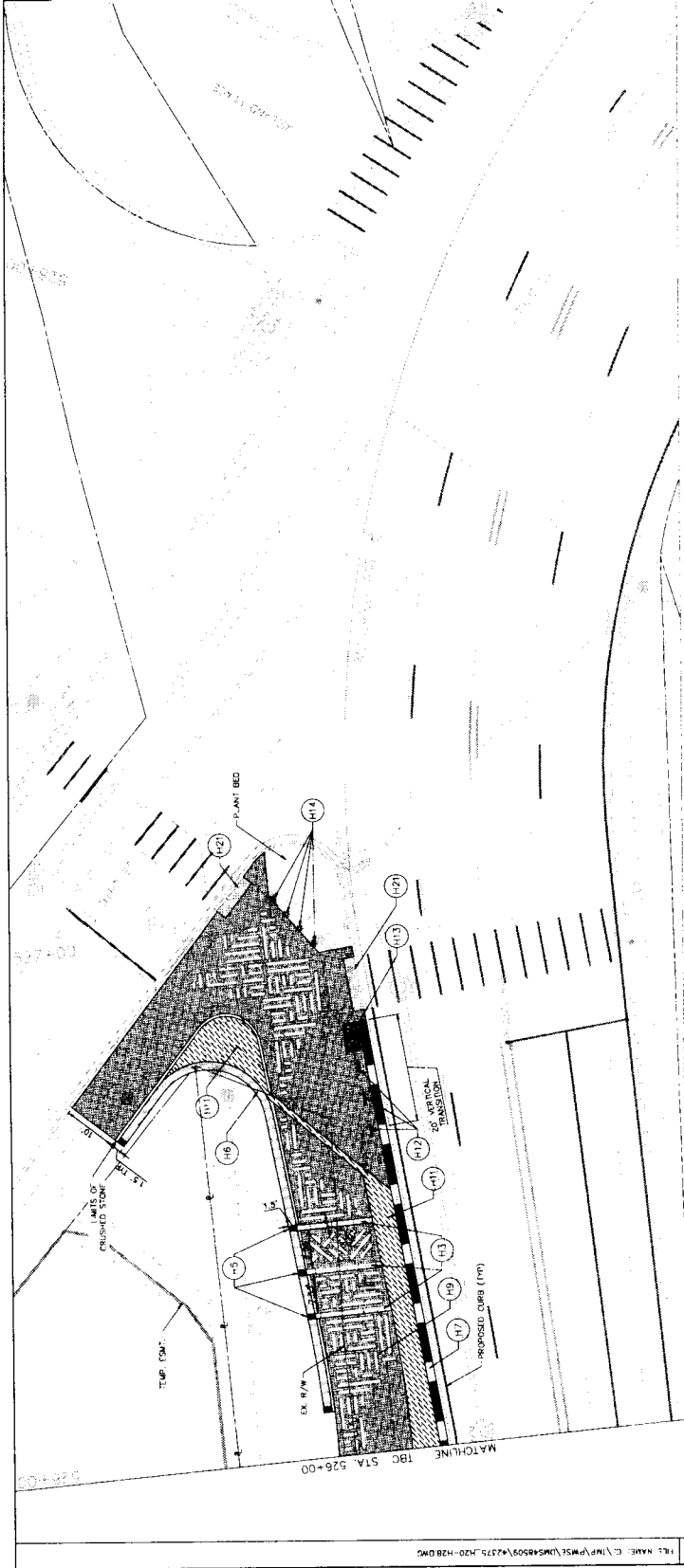
LEGEND	SYMBOL	DESCRIPTION
CONCRETE PAVEMENT	[Pattern]	CONCRETE PAVEMENT
CONCRETE RECYCLE	[Pattern]	CONCRETE RECYCLE
DOWN BRANCH PAVEMENT	[Pattern]	DOWN BRANCH PAVEMENT
FLUSH CURB PAVEMENT	[Pattern]	FLUSH CURB PAVEMENT
PRECAST CONCRETE	[Pattern]	PRECAST CONCRETE
SMOOTH WALL	[Pattern]	SMOOTH WALL
VEHICULAR WALL	[Pattern]	VEHICULAR WALL
TYPICAL WALL	[Pattern]	TYPICAL WALL
PAVER BED WITH SAND/CURB SAND	[Pattern]	PAVER BED WITH SAND/CURB SAND
CRUSHED STONE PAVING	[Pattern]	CRUSHED STONE PAVING
WALKER-TECH-JAL	[Pattern]	WALKER-TECH-JAL
TRANS-3M	[Symbol]	TRANS-3M
BOLLARD	[Symbol]	BOLLARD
JULI BOLLARD	[Symbol]	JULI BOLLARD
MOVABLE BOLLARDS AND SIGNATURE TABLES	[Symbol]	MOVABLE BOLLARDS AND SIGNATURE TABLES
PROPOSED PLANTERS	[Symbol]	PROPOSED PLANTERS
PROPOSED UTILITY HOLES	[Symbol]	PROPOSED UTILITY HOLES
VEHICULAR DEPTH BASE	[Symbol]	VEHICULAR DEPTH BASE
BIOSWALE WEIR	[Symbol]	BIOSWALE WEIR
NETIC-REI MANNING STRIP	[Symbol]	NETIC-REI MANNING STRIP



GRESHAM
SMITH AND
PARTNERS

HARDSCAPE PLAN
TOWN BRANCH COMMONS
STA. 523+00 TO STA. 526+00

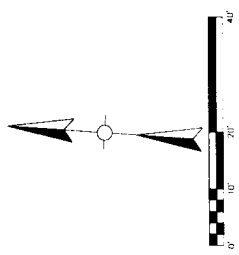
COUNTY OF	ITEM NO.	SHEET NO.
FAYETTE		628



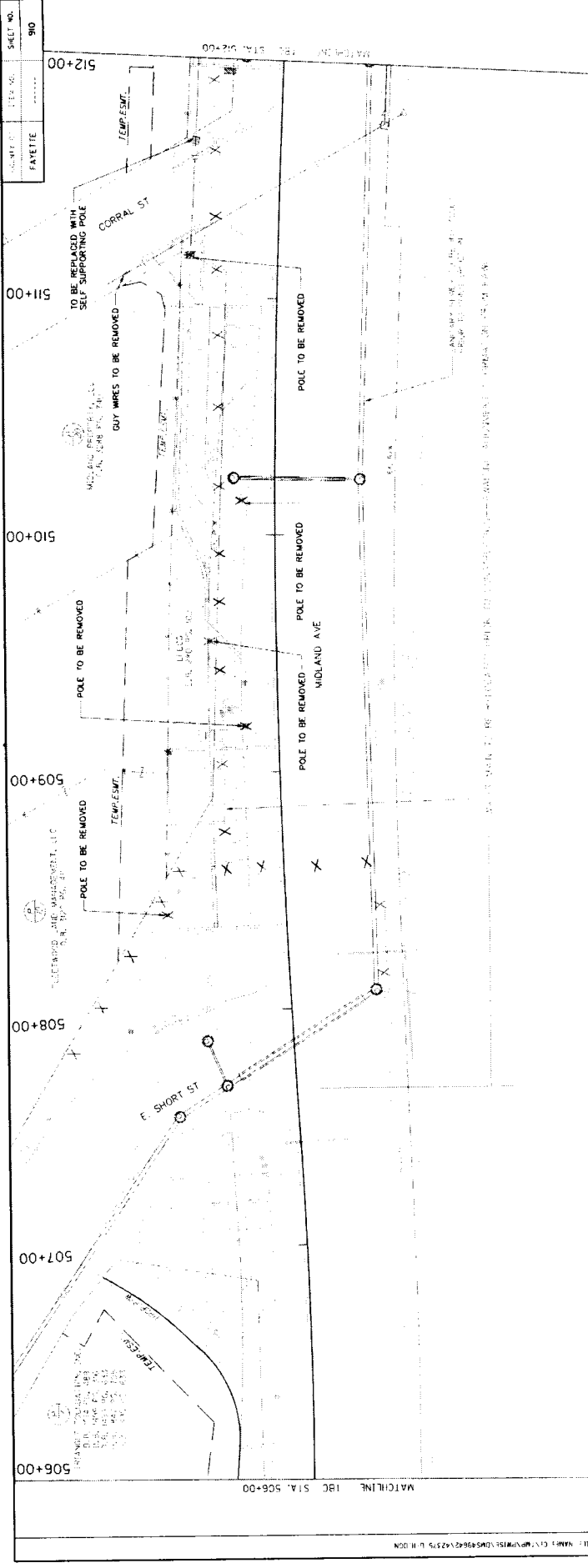
GENERAL NOTES
 ALL DIMENSIONS SHOWN ARE TO BACK OF CURB
 BUILDING FACE, PROPERTY LINE OR AS INDICATED

SYMBOL	DESCRIPTION
(11)	CONCRETE BI-CYCLE PATH
(12)	CONCRETE BI-CYCLE PATH
(13)	TOWN BRANCH PAVEMENT
(14)	FLUSH CURB PAVEMENT
(15)	PRECAST CONCRETE
(16)	SEGMENT WALL
(17)	VEHICULAR WALL
(18)	TYPICAL WALL
(19)	PAVING FLEXIBLE SIGNATURE PAVEMENT
(20)	CRACKED STONE PAVING
(21)	WATER FEATURE
(22)	PROP. CURB (17%)
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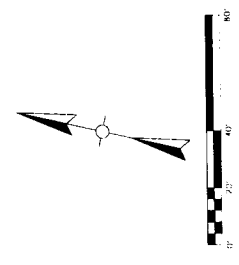
FOR INFORMATION ONLY



GRESHAM SMITH AND PARTNERS
 HARDSCAPE PLAN
 TOWN BRANCH COMMONS
 STA. 526+00 TO STA. 526+92.68



NOTES

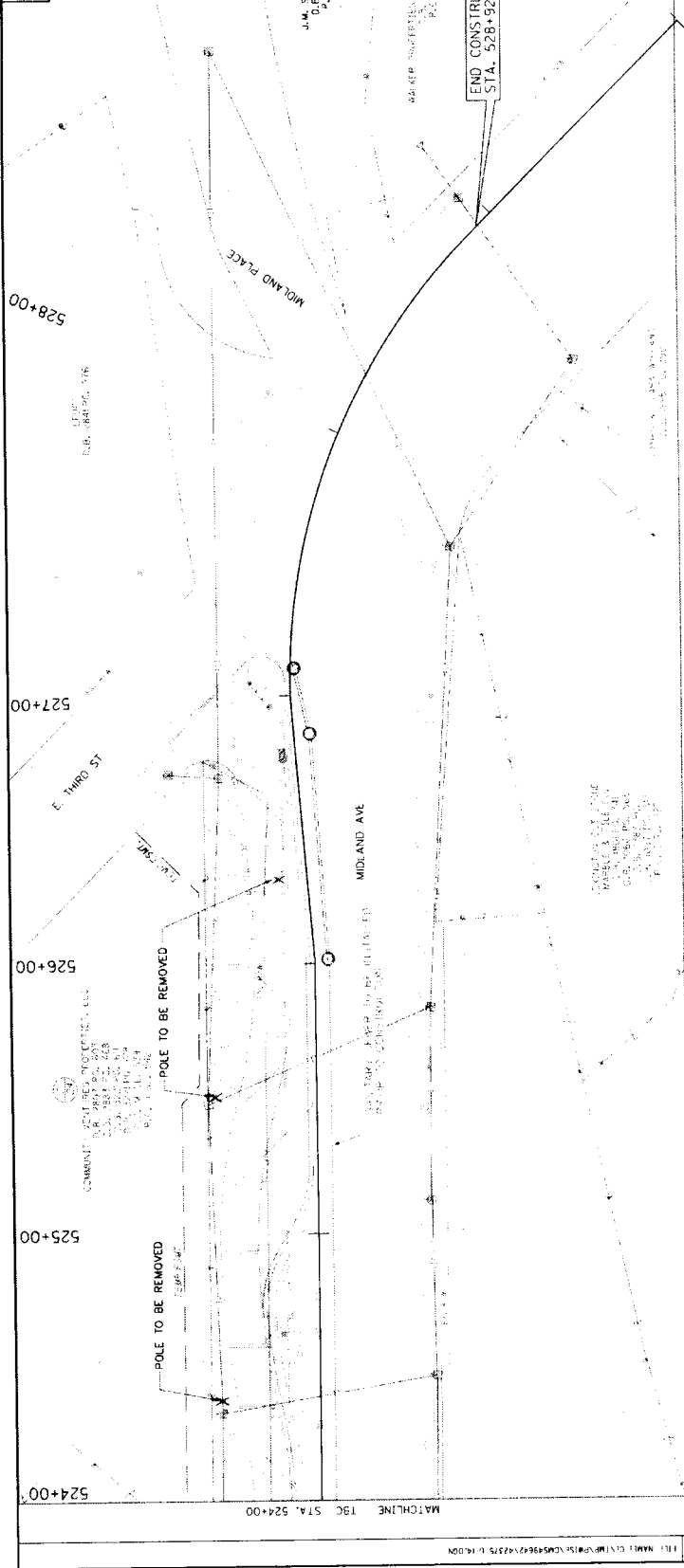


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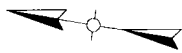


UTILITY COORDINATION PLAN
TOWN BRANCH COMMONS
STA. 506+00 TO STA. 512+00

PROJECT NO.	1525-066	SHEET NO.	913
CITY	FAYETTE		



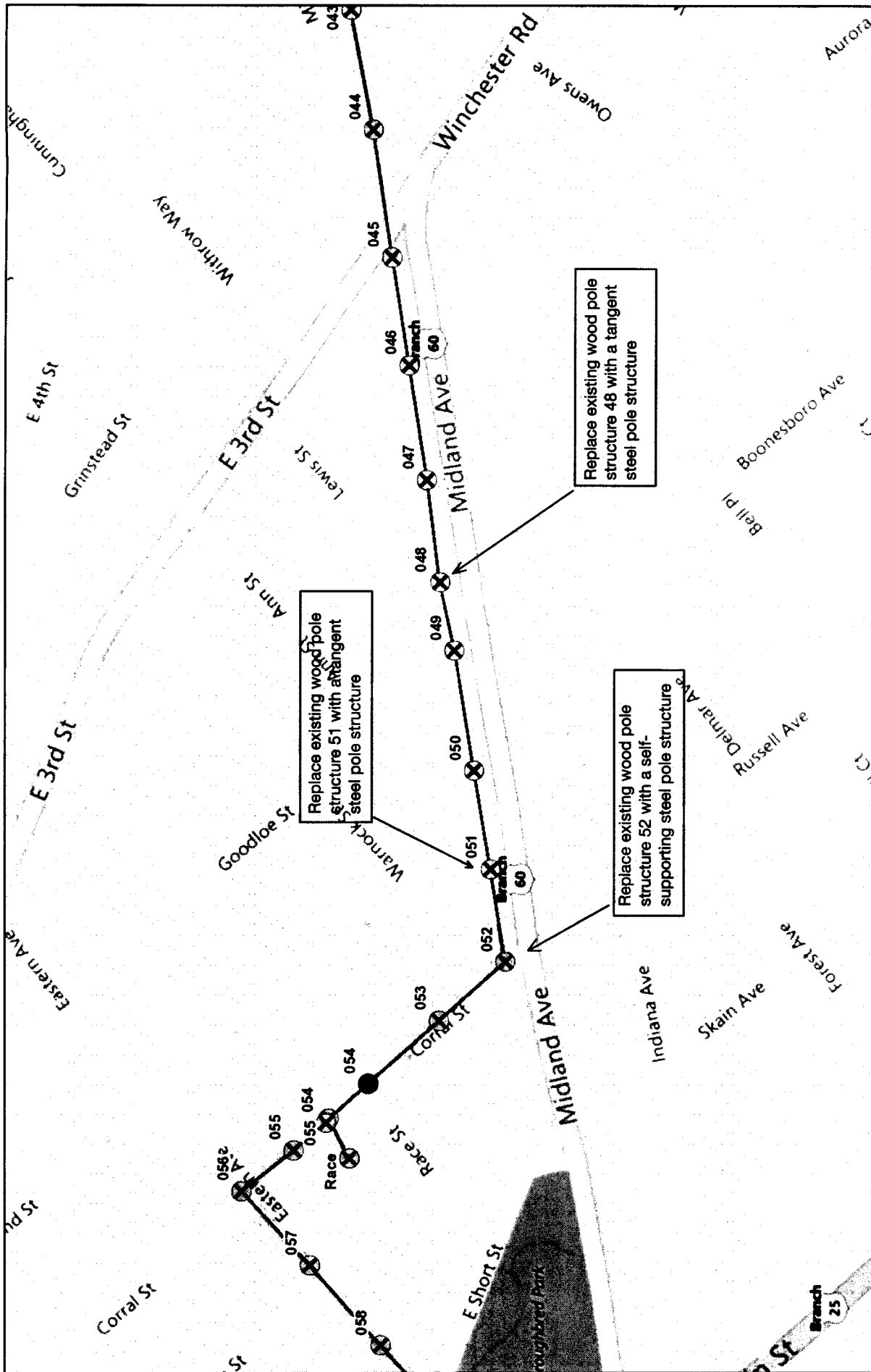
NOTES



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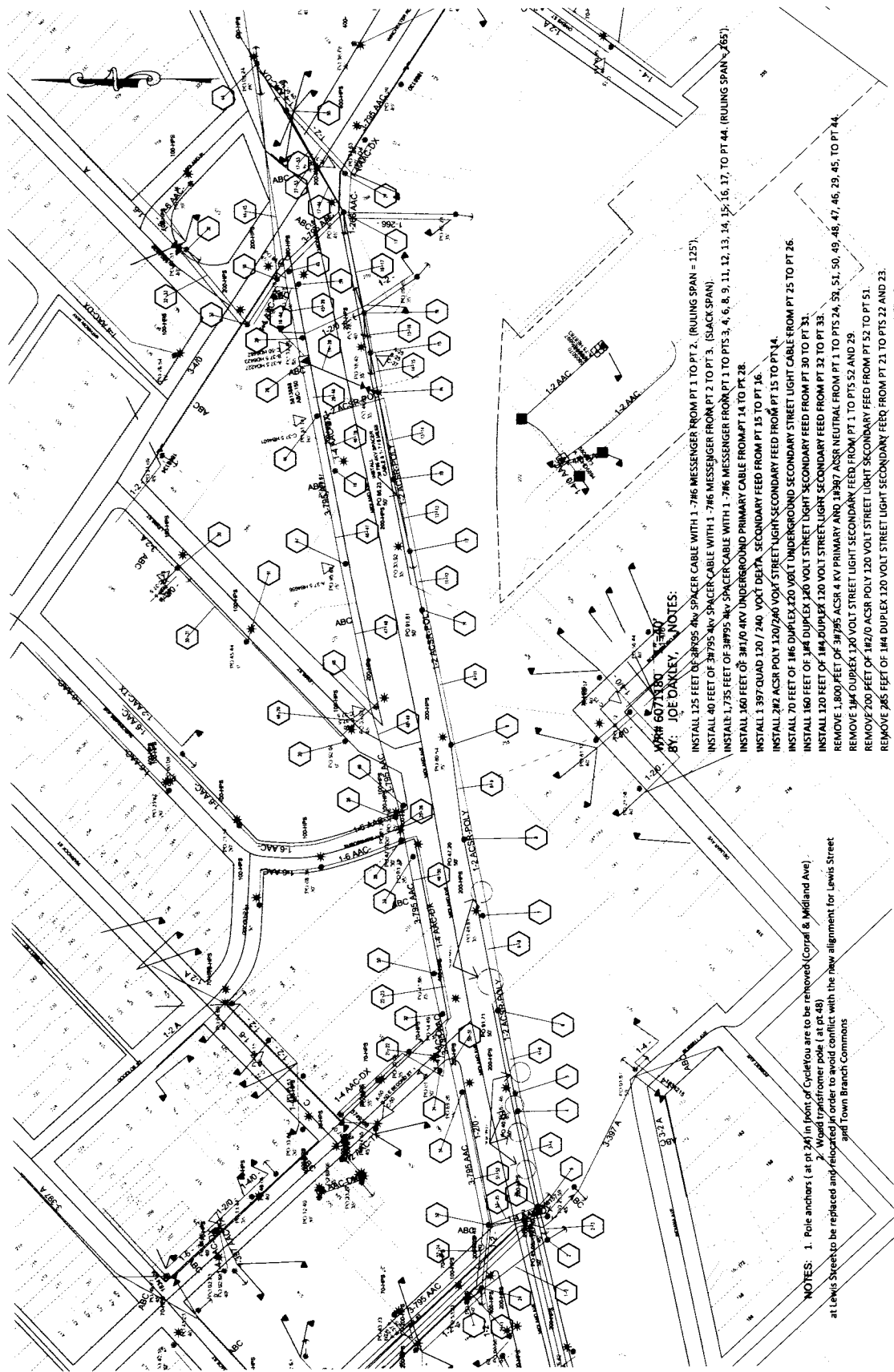
UTILITY COORDINATION PLAN
TOWN BRANCH COMMONS
STA. 524+00 TO STA. 528+92.68



		<p>EXHIBIT B TRANSMISSION</p>	<p>Midland Ave</p>
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NOTICES: The entry of this graphical representation is confidential and proprietary to LG&E and KU Services Company (LG&E and KU), contains LG&E and KU Critical Transmission Infrastructure information, and may not be duplicated or distributed without express written authorization from LG&E and KU. This representation is provided for reference purposes only and is not representative of actual size or scale. Neither LG&E and KU nor any of its affiliates represent or warrant that the information contained in this representation is accurate or complete. The underlying map image is copyrighted and owned by ESRI and/or its licensors. The foregoing notices may not be removed or obscured.

June 13, 2018
Author: LKE
Copyright: LKE



WR# 6071180
 BY: JOE OARLEY, NOTES:

- INSTALL 125 FEET OF 3/8" X 5/8" SPACER CABLE WITH 1-7/8" MESSENGER FROM PT. 1 TO PT. 2. (RULING SPAN = 125').
- INSTALL 40 FEET OF 3/8" X 5/8" SPACER CABLE WITH 1-7/8" MESSENGER FROM PT. 2 TO PT. 3. (SLACK SPAN).
- INSTALL 1,735 FEET OF 3/8" X 5/8" SPACER CABLE WITH 1-7/8" MESSENGER FROM PT. 1 TO PTS. 3, 4, 6, 8, 9, 11, 12, 13, 14, 15, 16, 17, TO PT. 44. (RULING SPAN = 265').
- INSTALL 160 FEET OF 3/8" X 5/8" UNDERGROUND PRIMARY CABLE FROM PT. 14 TO PT. 28.
- INSTALL 1,397' QUAD 120/240 VOLT DEXTRA SECONDARY FEED FROM PT. 15 TO PT. 16.
- INSTALL 242 ACSR POLY 120/240 VOLT STREET LIGHT SECONDARY FEED FROM PT. 15 TO PT. 14.
- INSTALL 70 FEET OF 1/4" DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 25 TO PT. 26.
- INSTALL 160 FEET OF 1/4" DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 30 TO PT. 31.
- INSTALL 120 FEET OF 1/4" DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 32 TO PT. 33.
- REMOVE 1,800 FEET OF 3/8" X 5/8" ACSR 4 KV PRIMARY AND 1/2" ACSR NEUTRAL FROM PT. 1 TO PTS. 24, 30, 31, 50, 49, 48, 47, 46, 29, 45, TO PT. 44.
- REMOVE 134' DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 1 TO PTS. 24 AND 29.
- REMOVE 200 FEET OF 1/2" O ACSR POLY 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 21 TO PTS. 22 AND 23.
- REMOVE 265 FEET OF 1/4" DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 21 TO PT. 46.
- REMOVE 240 FEET OF 3/8" O ACSR POLY 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 47 TO PT. 45.
- REMOVE 80 FEET OF 1/4" DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 46 TO PT. 19.
- REMOVE 80 FEET OF 1/2" ACSR NEUTRAL FROM PT. 46 TO PT. 14.
- REMOVE 80 FEET OF 3/8" O CU POLY 120/240 SECONDARY FROM PT. 29 TO PT. 16.
- REMOVE 70 FEET OF 2/8" O ACSR POLY 240 SECONDARY FROM PT. 15 TO PT. 14.
- REMOVE 80 FEET OF 4/8" O ACSR POLY 120/240 SECONDARY FROM PT. 15 TO PT. 16.
- REMOVE 240 FEET OF 1/2" O ACSR POLY 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 29 TO PTS. 45 AND 18.
- REMOVE 50 FEET OF 3/8" O ACSR POLY 120 / 240 VOLT STREET LIGHT SECONDARY FEED FROM PT. 52 TO PT. 24.
- REMOVE 200 FEET OF 2/8" O ACSR POLY 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 52 TO PT. 51.
- REMOVE 90 FEET OF 1/4" DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 52 TO PT. 35.
- REMOVE 90 FEET OF 1/4" DUPLEX 120 VOLT STREET LIGHT SECONDARY FEED FROM PT. 48 TO PT. 20.
- TRANSFER 242 ACSR POLY 120/240 VOLT STREET LIGHT SECONDARY FEED FROM PT. 3 THROUGH PT. 14.

NOTES: 1. Pole anchors (at pt 24) in front of Cyclotron are to be removed (Corral & Midland Ave).
 2. Wood transformer pole (at pt 48)
 at Lewis Street to be replaced and relocated in order to avoid conflict with the new alignment for Lewis Street and Town Branch Commons

- JOB BRIEFING
- 1) HAZARDS ASSOCIATED WITH THE JOB
 - 2) WORK PROCEDURES INVOLVED
 - 3) SPECIAL PRECAUTIONS
 - 4) ENERGY SOURCE CONTROLS
 - 5) PERSONAL PROTECTIVE EQUIPMENT REQUIRED
- SIGNATURE _____
 ATTENDANCES _____

