

**SITE SPECIFIC AGREEMENT**  
**RE: FUQUA ACQUISITIONS II, LLC AND**  
**GATEWAY LOFTS STONEDALE, LLC**  
**APPROXIMATELY 50.22 ACRES - STONEDALE**

This Site Specific Agreement (the "Agreement") is made and entered into \_\_\_\_\_, 2026, by and among LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, hereinafter "LFUCG"; JESSAMINE-SOUTH ELKHORN WATER DISTRICT, hereinafter "JSEWD"; FUQUA ACQUISITIONS II, LLC (hereinafter "FUQUA"); GATEWAY LOFTS STONEDALE, LLC (hereinafter "HALLMARK") and DDD&W, LLC (hereinafter "CURRENT OWNER").

**W I T N E S S E T H:**

**WHEREAS**, FUQUA is under contract with Current Owner to acquire those certain tracts of land situated in Jessamine County, Kentucky, containing a total of approximately 27.69 acres and depicted as LOT 1 through LOT 10 and LOT 16 on that certain Preliminary Subdivision Plat dated January 30, 2026 (the "**Plat**", a copy of which is attached hereto as **Exhibit "A"**);

**WHEREAS**, FUQUA has an option to purchase from CURRENT OWNER approximately 6.85 acres depicted as LOT 11 through LOT 15 on the Plat (collectively, with LOT 1 through LOT 10 and LOT 16, the "Fuqua Property").

**WHEREAS**, HALLMARK is under contract with CURRENT OWNER to acquire, on or about the same date on which FUQUA acquires LOT 1 through LOT 10 and LOT 16 of the Fuqua Property, approximately 15.68 acres depicted on the Plat as "TRACT IE" (the "Hallmark Property") (the Fuqua Property and the Hallmark Property are sometimes hereinafter collectively referenced as the "Property");

**WHEREAS**, CURRENT OWNER, in addition to being the current owner of the Fuqua Property and the Hallmark Property, is also the current owner of approximately 68.08 acres depicted as "TRACT IF" on the Plat (the Commercial Property) and the current owner of

approximately 0.09 acres of real property, a portion of which is located in Jessamine County and a portion of which is located in Fayette County, Kentucky, and which is depicted as “Tract PS” on the Plat (the “Pump Station Tract”);

**WHEREAS**, the parties acknowledge that there is limited sanitary sewer capacity available to the Property;

**WHEREAS**, FUQUA, HALLMARK and CURRENT OWNER have entered into a site development agreement providing for, among other things, the construction of the sanitary sewer facilities, including the sanitary pump station and any related facilities (the “Pump Station”) to be located on the Pump Station Tract;

**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**, conditioned upon the agreement of FUQUA, HALLMARK and CURRENT OWNER to comply with and be subject to the terms and conditions of this Agreement, JSEWD and LFUCG are willing to provide sanitary sewer service to the Property;

**NOW THEREFORE**, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, HALLMARK, FUQUA, CURRENT OWNER, JSEWD and LFUCG hereby covenant and agree as follows:

1. **Sewer Capacity.** FUQUA agrees that the sanitary sewer capacity needed to provide service to the Fuqua Property shall not exceed 42,464 gallons per day (average daily flow) for sewage collection and conveyance for the Fuqua Property. HALLMARK agrees that the sanitary sewer capacity needed to provide service to the Hallmark Property shall not exceed 57,748 gallons per day (average daily flow) for sewage collection and conveyance for the Hallmark Property

2. **Agreement to Serve.** Conditioned upon FUQUA, HALLMARK and CURRENT OWNER’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 FUQUA and HALLMARK pursuant to this Agreement, JSEWD and LFUCG agree to permit connection of the sanitary sewer facilities installed by FUQUA and HALLMARK to the existing facilities of LFUCG and JSEWD and to provide sanitary sewer utility service to the Property. FUQUA, HALLMARK and CURRENT OWNER expressly agree that the constructed sanitary sewer facilities shall be conveyed to JSEWD upon completion of construction thereof and receipt of written approval by JSEWD for acceptance (the "Acceptance Letter"). Although it is expressly acknowledged by JSEWD and LFUCG that FUQUA and HALLMARK are constructing the sanitary sewer facilities so as to have the future capacity to provide sanitary sewer service to adjoining properties (in addition to the Property and the Commercial Property), FUQUA, HALLMARK and CURRENT OWNER expressly agree that they shall not make any agreements (relative to capacity reservation or otherwise) with, or permit any adjoining property owner access to or use of the sanitary sewer or storm water facilities to be constructed on the Property without the prior written authorization from JSEWD and LFUCG. JSEWD shall have the right in its sole and unfettered discretion to require FUQUA, HALLMARK or CURRENT OWNER, as applicable, to convey to JSEWD the underground sanitary sewer lines and a non-exclusive access easement to the sanitary sewer lines, a non-exclusive access easement over the property depicted as the "25' Easement" located partially on the Hallmark Property and partially on the Pump Station Tract (and depicted on the Plat) and a deed to the Pump Station and the Pump Station Tract, pursuant to Section 10 hereof (collectively, the "Conveyances"); provided that JSEWD shall accept such Conveyances of the sanitary sewer facilities when tendered under this Agreement at no cost to JSEWD and subject to an operable and reasonable state of condition of the facilities conveyed.

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 FUQUA and HALLMARK by JSEWD or LFUCG until receipt of the Acceptance Letter, or an agreement by JSEWD and LFUCG to collect, convey, treat or in any way manage storm water. In order to secure an Acceptance Letter together with a reservation of sanitary sewer capacity for the improvements shown in Exhibit "B", FUQUA and HALLMARK must meet all terms and conditions of the Code, more specifically, without limitation, LFUCG Code of Ordinances Chapter 16, Article XIII, Sanitary Sewer Capacity Assurance Program (CAP). Furthermore, the

parties hereto agree that, subject to delays caused by events of force majeure, in the event FUQUA and HALLMARK fail to complete all requirements for construction of the sanitary sewer facilities pursuant to this Agreement within **1095 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.** FUQUA, as to the Fuqua Property and HALLMARK, as to the Hallmark Property, agree, on behalf of themselves and their successors, to pay 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 Connection Fees are in consideration for the sewage collection, conveyance and treatment by JSEWD and LFUCG. As to the Hallmark Property, the Connection Fee shall be paid by Hallmark or its successor as a condition to a building permit being issued for the Hallmark Property or such portion thereof and, as to the Fuqua Property, the Connection Fee shall be paid by Fuqua or its successor for each "LOT" or a portion thereof of the Fuqua Property depicted on the Plat as a condition to a building permit being issued for such LOT or a portion thereof. In the event FUQUA or HALLMARK delay construction or do not construct buildings on any portion of the Fuqua Property or the Hallmark Property, then any successor in title to such portion of the Fuqua Property or the Hallmark Property, as applicable, shall be responsible for the Connection Fee as a condition to a building permit being issued for such portion.

**4. Additional Fees.** In addition to the Connection Fees heretofore referenced, each of FUQUA, as to the Fuqua Property and HALLMARK, as to the Hallmark Property, agree, on behalf of themselves and their successors, from and after connection to the existing facilities of LFUCG and JSEWD, to pay the full cost of sewer service as it is rendered to the Fuqua Property or to the Hallmark Property, as applicable, including, but not limited to the following additional charges and fees (the "Additional Fees"):

- (a) all actual and 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) 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. Each of FUQUA, as to the Fuqua Property and HALLMARK, as to the Hallmark Property, agree to have the local water company, which provides water to the Fuqua Property and the Hallmark Property, respectively, or any part thereof, provide duplicate billings to JSEWD, P.O. Box 731, Nicholasville, Kentucky 40340-0731. JSEWD will calculate and bill FUQUA or its applicable successor in title as designated by FUQUA, for the Sewer User Fees as to the Fuqua Property, and HALLMARK or its applicable successor in title as designated by HALLMARK, for Sewer User Fees as to the Hallmark Property, which shall be due and payable as set forth in the Code. All unpaid Sewer User Fees as to the Fuqua Property, due from FUQUA or its designated successor, and all unpaid Sewer User Fees as to the Hallmark Property, due from HALLMARK or its designated successor, shall be subject to a late penalty and interest as set forth in the Code (the "Late Penalty and Interest"). Further, JSEWD shall be entitled to recover all its reasonable costs of collection of same, including reasonable attorney fees, from FUQUA or its designated successor as to unpaid Sewer User Fees for the Fuqua Property, or from HALLMARK or its designated successor, as to unpaid Sewer User Fees for the Hallmark Property.

- (c) If required, the Sewer User Fee shall include 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 16-59.

**5. Lien To Secure Payment of Connection Fees and Additional Fees.** JSEWD shall have a lien against the Fuqua Property to secure the payment of all Connection Fees and Additional Fees, the Late Penalty and Interest and the reasonable costs of collection, including reasonable attorney fees payable as to the Fuqua Property. JSEWD shall also have a separate lien against the Hallmark Property to secure the payment of all Connection Fees and Additional Fees, the Late Penalty and Interest and the reasonable costs of collection, including reasonable

attorney fees payable as to the Hallmark Property. Each lien shall attach to the Fuqua Property or the Hallmark Property, as applicable, as the Connection Fees and/or Additional Fees as to the Fuqua Property or the Hallmark Property, as applicable, become past due without necessity of filing any lien statement by JSEWD; provided that notice of attachment of such lien to the Fuqua Property shall be promptly provided by JSEWD to FUQUA and notice of attachment of such lien to the Hallmark Property shall be promptly provided by JSEWD to HALLMARK.

**6. Sanitary Sewer and Storm Water Management Installations.** To induce JSEWD and LFUCG to provide sanitary sewer service to the Property, FUQUA and HALLMARK agree to construct, according to the plans and specifications approved by JSEWD and LFUCG as reflected in **Exhibit "B"**, all on-site and off-site installations and facilities required by LFUCG 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, the Pump Station and laterals and 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, FUQUA and HALLMARK shall size 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; and 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; provided that the construction of infrastructure to serve such developed/unserved and undeveloped upstream properties is in no way an approval or endorsement by LFUCG to provide future sanitary sewer service to those properties. In addition to providing sanitary sewer service to the Property, JSEWD and LFUCG acknowledge and agree that FUQUA and HALLMARK intend to size and construct, at its sole cost and expense, the proposed sanitary sewer facilities in a manner that provides future sanitary sewer capacity necessary to service the Commercial Property; provided that such construction of infrastructure to serve the Commercial Property is in no way an approval or endorsement by LFUCG to provide future sanitary sewer service to the Commercial Property. Future developers of properties upstream of the Property may be required to improve downstream LFUCG 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, FUQUA and HALLMARK agree to construct, according to the plans and specifications approved by the City of Nicholasville, JSEWD, LFUCG and the Kentucky

Division of Water as reflected in **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 Section 7 below 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 (City of Nicholasville) 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 **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 and LFUCG. Odor control facilities shall be constructed as directed by JSEWD and LFUCG. LFUCG retains, in perpetuity, the right to approve or disapprove the use of any odor control chemical for the Property. If any pump stations are classified as “temporary” on the Plans, FUQUA and HALLMARK 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.** FUQUA and HALLMARK agree 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, Jessamine County 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, Jessamine County, JSEWD and LFUCG 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. In the event JSEWD and LFUCG reasonably determine non-compliance, JSEWD shall have the right to halt construction, if reasonably necessary, to stop such non-compliance by FUQUA and HALLMARK. Based on the foregoing, JSEWD agrees to issue a written stop work order to FUQUA and HALLMARK if requested to do so, in writing, by LFUCG. Upon written request but no more often

than monthly, FUQUA and HALLMARK shall also provide JSEWD and LFUCG with written certifications by FUQUA and HALLMARK's engineer that all construction to date is in full compliance with the approved Plans and any applicable permits or other requirements. Within fifteen (15) days after receipt of a certificate of completion pursuant to Section 7 (c) below, JSEWD and LFUCG shall perform a final inspection of the Improvements (the "Final Inspection")

- (b) At least seven (7) days prior to Final Inspection by JSEWD and LFUCG, FUQUA and HALLMARK shall provide JSEWD and LFUCG with three sets of digital (AutoCAD) of the "as-built" plans, prepared by FUQUA and HALLMARK's engineer, showing the location of all installations related to the Improvements as constructed. FUQUA and HALLMARK shall provide JSEWD five (5) sets of as-built paving and storm water drainage plans, two (2) copies of the recorded Plat and three (3) copies (DVD and inspection log) of a TV inspection of the sanitary sewer system. FUQUA and HALLMARK shall also deliver to JSEWD, at least seven (7) days prior to the Final Inspection, its engineer's certification and test results of the Improvements.
- (c) Upon completion of construction of the Improvements or part thereof, FUQUA and HALLMARK's engineer shall deliver a signed certificate of completion to JSEWD and LFUCG certifying, as to the Improvements or such part, 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. FUQUA and HALLMARK shall provide to JSEWD and LFUCG signed lien waivers from all contractors, subcontractors, materialmen and laborers performing work have been paid in full. Upon receipt of all of the above, payment of all Additional Fees and of the Connection Fees then due and payable and the Final Inspection by JSEWD and LFUCG of the Property sanitary sewer and stormwater conveyance system, an Acceptance Letter for the Property sanitary sewer system shall be delivered to FUQUA and

HALLMARK by JSEWD and LFUCG and a deed of conveyance of the Property to the sanitary sewer system shall be delivered by CURRENT OWNER to JSEWD. Except as provided in Section 8 below, no connection of any building on the Property to the sanitary sewer system shall occur prior to the issuance of the Acceptance Letter.

**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 if required by Code and approval by the JSEWD and LFUCG, which approval shall not be unreasonably withheld, delayed or conditioned if a certificate of occupancy has been issued for such building. 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. Notwithstanding the foregoing, although a building may be connected to the Property sanitary sewer system pursuant to the foregoing prior to the issuance of an Acceptance Letter, sanitary sewer service shall not be provided to such building until after delivery of the Acceptance Letter to FUQUA and HALLMARK.

**9. Representation and Warranties of FUQUA, HALLMARK and CURRENT OWNER.** In order to induce JSEWD and LFUCG to enter into this Agreement, FUQUA, as to FUQUA and the Fuqua Property only, HALLMARK, as to HALLMARK and the Hallmark Property only, and CURRENT OWNER, as to CURRENT OWNER and the Commercial Property and Pump Station Tract only, each hereby represent and warrant to JSEWD and LFUCG as follows:

- (a) FUQUA, HALLMARK and CURRENT OWNER are duly organized, validly existing, and in good standing under the laws of the Commonwealth of Kentucky. FUQUA, HALLMARK and CURRENT OWNER have 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 FUQUA, HALLMARK and CURRENT OWNER. This Agreement has been duly executed and delivered by FUQUA, HALLMARK and CURRENT OWNER and constitutes the legal, valid

and binding obligation of FUQUA, HALLMARK and CURRENT OWNER enforceable against each of them 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 the organizational documents of FUQUA, HALLMARK or CURRENT OWNER, or any other agreement to which FUQUA, HALLMARK or CURRENT OWNER is a party.
- (c) FUQUA, HALLMARK and CURRENT OWNER each covenant to obtain any consent, approval or authorization of any third party required in connection with the execution and delivery of this Agreement by FUQUA, HALLMARK or CURRENT OWNER, as applicable or the performance by FUQUA, HALLMARK or CURRENT OWNER, as applicable, of the obligations contemplated herein.
- (d) Each of FUQUA and HALLMARK have good, valid and binding contracts with CURRENT OWNER to purchase the Fuqua Property and the Hallmark Property, respectively.
- (e) Each of FUQUA and HALLMARK hereby represent and warrant to JSEWD and LFUCG that the Improvements will be repaired, constructed and installed in accordance with the Plans (**Exhibit "B"**) 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. FUQUA and HALLMARK agree to repair and replace, at its own expense, all of the work which may prove to be defective, for a period of three (3) years after the date of acceptance by JSEWD, relative to the sanitary sewer system, and for a period of one (1) year after the date of FUQUA and HALLMARK's engineer's certification of completion relative to the storm sewer system. The sanitary sewer and storm sewer warranty and punch list obligations above shall be secured by separate warranty bonds or letters of credits, acceptable to JSEWD, posted for the time periods above made in favor of JSEWD by FUQUA and

HALLMARK - one bond or letter of credit for the sanitary sewer system warranty work and punch list items and another bond or letter of credit for the storm sewer warranty work and punch list items. Each of the above bonds or letters of credits shall not be released in part or whole without prior written approval of JSEWD.

- (f) To the actual knowledge of Fuqua as to the Fuqua Property only (except as may be disclosed in that certain Asbestos-Containing Materials Survey prepared for UES by Shield Environmental Associates, Inc. and dated August 11, 2025, copies of which have been provided to JSEWD and LFUCG, and which asbestos – containing materials shall be fully remediated by Fuqua during construction of the Improvements), to the actual knowledge of Hallmark as to the Hallmark Property only, and to the actual knowledge of CURRENT Owner, as to the Commercial Property and the Pump Station Tract only, 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); or (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 or federal, state, and local governmental agencies and authorities with respect thereto.

- (g) FUQUA and HALLMARK are designated as the parties responsible for compliance with all erosion/sediment control measures (Best Management Practices) during construction of the Improvements.
- (h) That neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for the undeveloped portion of the Fuqua Property or the Hallmark Property until after receipt of the Acceptance Letter and that the capacity approved is for the area to be served as described on **Exhibit "A"**. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, neither JSEWD, nor LFUCG have made any representation or guarantee that any sanitary sewer capacity has been reserved for any other property than that described above in **Exhibit "A"**.

**10. Easement.** FUQUA, HALLMARK and CURRENT OWNER each hereby grant to JSEWD, subject to the terms of this Agreement, the right to maintain and operate the sanitary sewer system. FUQUA, HALLMARK and CURRENT OWNER each agree to provide a note on any subdivision plat related to the Property and/or the Pump Station Tract referencing dedication of the sanitary sewer system to JSEWD which reads that it is specifically subject to the terms and conditions of this Agreement. HALLMARK further agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD for that portion of the "25' Access Easement" located in Jessamine County on the Hallmark Property as depicted on **Exhibit "A"** for which JSEWD will accept dedication and conveyance. CURRENT OWNER agrees to execute and deliver a separate deed of easement or encroachment permit in a form reasonably acceptable to JSEWD for that portion of the "25' Access Easement" located on property owned by Current Owner in Fayette County as depicted on **Exhibit "A"** for which JSEWD will accept dedication and conveyance. CURRENT OWNER further agrees to convey in fee simple absolute to JSEWD by deed in a form reasonably acceptable to JSEWD, the Pump Station Tract as improved with the Pump Station. FUQUA and HALLMARK hereby further agree that the foregoing grant includes the right of ingress and egress to any part of the Property as reasonably necessary for the purpose of maintenance and operation of the sanitary sewer system. FUQUA, HALLMARK, CURRENT OWNER and JSEWD agree to assign to LFUCG a right of access and ingress and egress to the sanitary sewer system and to the Property to the extent deemed necessary by LFUCG in its reasonable discretion.

**11. Mortgage Liens.** Mortgagees, if any, holding prior liens on the Property, or any part thereof, shall be required to subordinate their lien rights to the lien rights of JSEWD under Section 5 of this Agreement and the easement dedication herein contemplated.

**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, Kentucky 40507

**With copy to:** LFUCG  
Department of Law  
200 East Main Street  
Lexington, Kentucky 40507

**“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

**“FUQUA”**

FUQUA ACQUISITIONS II, LLC  
3575 Piedmont Road NE - Suite 800  
Atlanta, GA 30305  
Attention: Jeff Fuqua and Heather Correa

**With copy to:** FUQUA ACQUISITIONS II, LLC  
3575 Piedmont Road NE - Suite 800  
Atlanta, GA 30305

Attention: General Counsel

**“HALLMARK”**

GATEWAY LOFTS STONEDALE, LLC  
150 East Broad Street, Ste 600  
Columbus, OH 43215

**With copy to:** Joanne I. Goldhand, Esq.  
IceMiller  
250 West Street - Suite 700  
Columbus, Ohio 43215

**“CURRENT OWNER”**

DDD&W, LLC  
4601 Nicholasville Road  
Lexington, KY 40515

**With copy to:** Anthony L. Schnell, Esq.  
Stoll Keenon Ogden PLLC  
400 West Market St. Suite 700  
Louisville, KY 40202

**13. Indemnification.**

(A) FUQUA 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), reasonable costs (including without limitation, court costs); and reasonable 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 FUQUA herein; (b) any breach of or noncompliance by FUQUA with any covenant or agreement of FUQUA contained in this Agreement; (c) any negligent or wrongful act of FUQUA its agents, employees or affiliates controlled by Fuqua (the "Fuqua Affiliates"); and (d) Hazardous Materials or underground storage tanks that are located on or under the Fuqua Property.

(B) HALLMARK 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), reasonable costs (including without limitation, court costs); and reasonable 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 HALLMARK herein; (b) any breach of or noncompliance by HALLMARK with any covenant or agreement of HALLMARK contained in this Agreement; (c) any negligent or wrongful act of HALLMARK or its agents, employees or affiliates controlled by Hallmark (the "Hallmark Affiliates"); and (d) Hazardous Materials or underground storage tanks that are located on or under the Hallmark Property.

**14. Compliance with Law.** FUQUA and HALLMARK each agree to comply with all federal, state and local laws, statutes, ordinances, regulations, and requirements. FUQUA agrees that the Fuqua Property, and HALLMARK agrees that the Hallmark Property, is subject to the Code and all regulations, administrative rules, practices and procedures of the LFUCG Department of Environmental Quality and Public Works, the JSEWD, and Jessamine County 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" and "B"** 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. Neither FUQUA's nor HALLMARK's rights hereunder shall be assignable to any other person or entity not controlling, controlled by, or under common

control with the assigning party, except by a deed, mortgage, lease or similar instrument of conveyance whereby all or a portion of the Fuqua Property or the Hallmark Property, as applicable, is conveyed to such person or entity; provided that, in the event of an assignment of such rights pursuant to a lease agreement, mortgage or similar instrument the owner of such leased, mortgaged or "conveyed by similar instrument" property shall not be released from its obligations under this Agreement.

**17. Costs and Attorney's Fees.** JSEWD and LFUCG shall be entitled to recover from FUQUA or HALLMARK or their respective successors, as applicable, all reasonable costs and reasonable attorney fees incurred connected with the collection of Connection Fees or Additional Fees as to the Fuqua Property or the Hallmark Property, as the case may be. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, (i) FUQUA shall have no responsibility or liability for the payment or non-payment of Connection Fees or Additional Fees or any other charges as to any part of the Property other than the Fuqua Property and no responsibility or liability for the acts or omissions of any party other than FUQUA or its agents, employees or the Fuqua Affiliates, and (ii) HALLMARK shall have no responsibility or liability for the payment or non-payment of Connection Fees or Additional Fees or any other charges as to any part of the Property other than the Hallmark Property and no responsibility or liability for the acts or omissions of any party other than HALLMARK or its agents, employees or Hallmark Affiliates.

**18. Amendment/Waiver.** No modification, termination, assignment or amendment of this Agreement may be made, except by written agreement of all parties hereto. 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.** FUQUA, as to the Fuqua Property and HALLMARK, as to the Hallmark Property and their respective successors in title agree that all portions of the Fuqua Property or Hallmark Property, as applicable, 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 the Plat.

**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, City of Nicholasville, 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, City of Nicholasville, 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. All recitals contained herein are deemed to be material provisions of this Agreement.

**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. This Agreement shall be deemed to have been drafted by all parties hereto and, in the event of dispute, each party waives the defense of *contra proferentem*.

*[Signatures are on the following two (2) pages]*

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

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

BY: \_\_\_\_\_  
ITS: MAYOR DATE

**FUQUA ACQUISITIONS II, LLC**

BY: \_\_\_\_\_  
NAME: Jeff Fuqua DATE  
ITS: Manager

**JESSAMINE-SOUTH ELKHORN WATER DISTRICT**

BY: \_\_\_\_\_ 4-1-26  
ITS: CHAIRMAN DATE

**GATEWAY LOFTS STONEDALE, LLC**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ DATE  
ITS: \_\_\_\_\_

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

**LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

BY: \_\_\_\_\_  
ITS: MAYOR \_\_\_\_\_ DATE

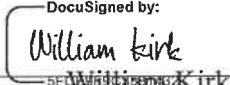
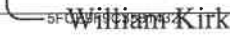
**FUQUA ACQUISITIONS II, LLC**

BY: \_\_\_\_\_  
NAME: Jeff Fuqua \_\_\_\_\_ DATE  
ITS: Manager \_\_\_\_\_

**JESSAMINE-SOUTH ELKHORN WATER DISTRICT**

BY: \_\_\_\_\_  
ITS: CHAIRMAN \_\_\_\_\_ DATE

**GATEWAY LOFTS STONEDALE, LLC**

BY:  \_\_\_\_\_ 3/31/2026  
NAME:  \_\_\_\_\_ DATE  
ITS: President \_\_\_\_\_

### Certificate Of Completion

Envelope Id: 3A327153-AA5E-42D1-9116-9E6CEE1752C2

Status: Completed

Subject: Docusign: Site Specific Agreement Fuqua-Hallmark

Source Envelope:

Document Pages: 24

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Robin Henry

AutoNav: Enabled

One America Square Suite 2900

EnvelopeId Stamping: Enabled

Indianapolis, IN 46282

Time Zone: (UTC-05:00) Indiana (East)

robin.henry@icemiller.com

IP Address: 170.85.6.209

### Record Tracking

Status: Original

Holder: Robin Henry

Location: DocuSign

3/31/2026 1:42:35 PM

robin.henry@icemiller.com

### Signer Events

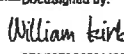
William Kirk

wkirk@hccdliving.com

President

Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style

Using IP Address:

2600:1017:b828:ae0d:8079:372d:968a:37c0

Signed using mobile

### Timestamp

Sent: 3/31/2026 1:45:34 PM

Viewed: 3/31/2026 2:23:12 PM

Signed: 3/31/2026 2:23:16 PM

### Electronic Record and Signature Disclosure:

Accepted: 3/31/2026 2:23:12 PM

ID: 7ffd3a78-8a9d-49e5-900c-cd3552d31f6b

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Joanne Goldhand

Joanne.goldhand@icemiller.com

Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/31/2026 1:45:35 PM

### Electronic Record and Signature Disclosure:

Accepted: 12/30/2025 8:56:41 AM

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### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

3/31/2026 1:45:35 PM

Certified Delivered

Security Checked

3/31/2026 2:23:12 PM

Signing Complete

Security Checked

3/31/2026 2:23:16 PM

Completed

Security Checked

3/31/2026 2:23:16 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

**DDD&W, LLC**

BY: *LeRoy Land Dale* dotloop verified  
03/31/26 3:48 PM EDT  
BQGL-QIYS-RYU5-MHAW 03/31/2026  
NAME: LeRoy Land Dale DATE  
ITS: Managing Member