

ATTACHMENT A

This attachment is to further describe the Memorandum of Understanding (MOU) between Anderson-Ramsey, LLC (Anderson) and Lexington-Fayette Urban County Government (LFUCG) on the Expansion Area 3 – 30" Trunk Sewer Line Project (Project). The following additional items have been agreed upon and will be included as part of the MOU for the project.

LFUCG and its selected contractor shall coordinate all construction activity on the property with the Training Center Manager in order that operations are minimally disrupted.

Work hours shall be specified as 7:00am to 5:00pm Monday through Friday. Permission to work outside specified times shall be at the discretion of Anderson and Tenant, which shall not be unreasonably withheld. LFUCG agrees to provide Anderson and Tenant with at least 48 hours' notice of their desire to work outside of the specified times.

Access to the construction area shall be via Russell Cave Road and the existing Anderson Victory Haven Training Center and Anderson Ramsey farm roadways.

If farm fencing is removed for construction or is damaged during construction, the fence shall be replaced with fencing of similar design and quality to what was removed or damaged.

Construction trenching/excavation shall be reasonably filled at the end of each work day. In cases where backfill cannot be completed, the trench or excavation shall be properly protected. When backfilling, the trench or excavation shall be filled in a "humped" manner to facilitate settling.

The means (mechanical or blasting) of rock removal shall be at the discretion of the contractor selected by LFUCG. Blasting will be allowed in accordance with state regulations. If blasting is the selected means, detonation of the explosive shall be restricted to the hours of 2:00 – 4:00 pm.

All rocks, branches, wood or other debris shall be removed before final grading and restoration. The trench shall be warranted against settlement for a period of one year as is standard for this type of construction.

Final non-paved site restoration will be with Bluegrass Orchard seed and covered with straw. The contractor will be responsible for the non-paved site until 70% coverage is attained per LFUCG ordinance.

Final paved restoration will be full width paving of the disturbed farm roadway per LFUCG specifications as follows:

- Granular base (DGA) – two 4-in compacted lifts
- Bituminous base – one 3-in compacted lifts
- Bituminous surface – one 1½-in compacted lift
- The final roadway width shall be 24 feet.

Contractor shall repair any private waterline or other private utility on the property within 24 hours. Anderson and/or its representative shall advise LFUCG and its EOR in advance of construction of all known private utilities within the construction corridor.

Anderson, its Tenant, and all patrons or customers of Anderson shall be guaranteed access to the track located on the property at all times during construction of the Project notwithstanding minor inconveniences. LFUCG acknowledges that the inability to use the track will result in lost income for Anderson and /or its Tenant.

Anderson and/or its engineering consultant (Consultant) will provide in writing to LFUCG's Engineer of Record (EOR), Nesbitt Engineering, Inc., the number and location of desired stub-out connections into proposed manhole(s) on the project. Stub-out connections will consist of up to but not more than one joint of 12-inch pipe on minimum grade to be introduced on the manhole bench. The pipe material shall meet the specifications of LFUCG. Unless otherwise specified by Anderson or its Consultant, the stub-out connection will be introduced at 90° to the trunk sewer.

Any future sanitary sewer service shall be in accordance with the Comprehensive Plan and applicable LFUCG ordinances, as amended, modified, or revised from time to time.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DEPARTMENT OF ENVIRONMENTAL
QUALITY AND PUBLIC WORKS
DIVISION OF WATER QUALITY

MEMORANDUM OF
UNDERSTANDING

Project Name: EXPANSION AREA 3 - 30" TRUNK SEWER LINE
Address: 2200 RUSSELL CAVE ROAD, LEXINGTON, KY 40511
DB: 3201 Page: 404 Cabinet Slide: R-101
PVA Parcel ID: 38253040 Lot: 1
Subdivision: MIDDLEBURG FARM

Property Owner: JOHN R. CUMMINS

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.

The total consideration to be paid for the property encumbered with the easement is \$ 4,505. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed/easement will convey approximately ___ (acres - sq. ft.) of land; 545 (acres - sq. ft.) of permanent easement(s); 34,950 (acres - sq. ft.) of construction easement(s); ___ (acres - sq. ft.) of temporary easement(s); and ___ (acres - sq. ft.) excess property (uneconomic remnant).

In addition to the points set out above, the following conditions and terms will be included in this transaction:

SEE ATTACHMENT A (IF NEEDED)

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

| | |
|---|----------------------------|
| Name: <u>John R. Cummins</u> | Name: _____ |
| Address: <u>2200 Russell Cave Road</u> | Address: _____ |
| <u>Lexington, KY 40511</u> | _____ |
| Social Security No.: <u>(Redacted since 0-3-17)</u> | Social Security No.: _____ |
| Amount of Check: \$ _____ | Amount of Check: \$ _____ |
| Phone Number: <u>859-254-2093</u> | Phone Number: _____ |

The above, together with the sanitary sewer plans, represent all the terms and conditions of the proposed agreement. These terms and conditions were reached without coercion, threats or other promises by either the Property Owner or the Negotiator(s) representing the LFUCG. The LFUCG Negotiator(s) certifies that they have no direct, indirect, present or contemplated interest in the property and in no way benefit from this acquisition.

This Memorandum of Understanding was prepared and signed this 20th day of September 2016

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

PROPERTY OWNERS' SIGNATURES

By: _____

[Handwritten Signature]

Agent for LFUCG Consultant

2017 10 16 [Handwritten]

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DEPARTMENT OF ENVIRONMENTAL
QUALITY AND PUBLIC WORKS
DIVISION OF WATER QUALITY

MEMORANDUM OF
UNDERSTANDING

Project Name: EXPANSION AREA 3 - 30" TRUNK SEWER LINE

Address: 2380 NEWTOWN PIKE, LEXINGTON, KY, 40511

DB: 3406 Page: 662 Cabinet Slide:

PVA Parcel ID: 21849510 Lot:

Subdivision: INTERSTATE SERVICE CENTER

Property Owner: SHENTON BUSINESS LTD

This Memorandum of Understanding contains all of the representations, terms and conditions that will be included in a formal agreement between the Property Owner and the Lexington Fayette Urban County Government ("LFUCG") and upon which the Property Owner and the LFUCG will rely in completing the proposed transaction. THE LFUCG IS NOT BOUND BY THIS MEMORANDUM OF UNDERSTANDING UNLESS AND UNTIL IT IS APPROVED BY THE URBAN COUNTY COUNCIL.

The total consideration to be paid for the property encumbered with the easement is \$ \$13,724.75. This consideration includes a cost-to-cure payment to replace the following items:

The total consideration includes payment for any and all reacquisition or reversion rights of the property owners, their heirs or assigns, which may arise pursuant to KRS 416.670.

As shown by the official plans, the deed/easement will convey approximately ___ (acres - sq. ft.) of land; 36,597 (acres - sq. ft.) of permanent easement(s); 36,604 (acres - sq. ft.) of construction easement(s); ___ (acres - sq. ft.) of temporary easements(s); and ___ (acres - sq. ft.) excess property (uneconomic remnant).

In addition to the points set out above, the following conditions and terms will be included in this transaction:

SEE ATTACHMENT A (IF NEEDED)

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

| | |
|--|----------------------------|
| Name: <u>Shenton Business Limited</u> | Name: _____ |
| Address: <u>PO Box 823</u> | Address: _____ |
| <u>Versailles, KY 40383</u> | _____ |
| Social Security No.: <u>(redacted 10-3-17 gms)</u> | Social Security No.: _____ |
| Amount of Check: \$ <u>13,724.75</u> | Amount of Check: \$ _____ |
| Phone Number <u>(859) 873-7088</u> | Phone Number _____ |

The above, together with the sanitary sewer plans, represent all the terms and conditions of the proposed agreement. These terms and conditions were reached without coercion, threats or other promises by either the Property Owner or the Negotiator(s) representing the LFUCG. The LFUCG Negotiator(s) certifies that they have no direct, indirect, present or contemplated interest in the property and in no way benefit from this acquisition.

This Memorandum of Understanding was prepared and signed this 12th day of April, 2017.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

PROPERTY OWNERS' SIGNATURES

By: Vincent Azuero
Agent for LFUCG Consultant

[Signature]

ATTACHMENT A

This attachment is to further describe the Memorandum of Understanding (MOU) between Shenton Business LTD (Shenton) and Lexington-Fayette Urban County Government (LFUCG) on the Expansion Area 3 – 30" Trunk Sewer Line Project (Project). The following additional items have been agreed upon and will be included as part of the MOU for the project.

LFUCG and its selected contractor shall coordinate all construction activity on the property with the farm tenant in order that farming operations are minimally disrupted.

Work hours shall be specified as 7:00am to 5:00pm Monday through Friday. However, neither Shenton nor LFUCG shall prohibit the contractor from working during daylight hours Monday through Friday and including weekends in order that construction can be completed within the prescribed contract time. Permission to work outside specified times shall be at the discretion of LFUCG and with prior notification to Shenton.

Access to the construction area shall be via Anderson Victory Haven Training Center, LLC. No construction traffic shall enter the property via Newtown Road.

If farm fencing is removed for construction or is damaged during construction, the fence shall be replaced with four-plank, oak fencing and painted black.

Construction trenching/excavation shall be reasonably filled at the end of each work day. In cases where backfill cannot be completed, the trench or excavation shall be properly protected. When backfilling, the trench or excavation shall be filled in a "humped" manner to facilitate settling.

The means (mechanical or blasting) of rock removal shall be at the discretion of the contractor selected by LFUCG. Blasting will be allowed in accordance with state regulations. If blasting is the selected means, detonation of the explosive shall be restricted to the hours of 2:00 – 4:00 pm.

All rocks, branches, wood or other debris shall be removed before final grading and restoration. The trench shall be warranted against settlement for a period of one year as is standard for this type of construction.

Final non-paved site restoration will be with Bluegrass Orchard seed and covered with straw. The contractor will be responsible for the non-paved site until 70% coverage is attained per LFUCG ordinance.

Final paved restoration will be full width paving of the disturbed farm roadway per LFUCG specifications as follows:

- Granular base (DGA) – two 4-in compacted lifts
- Bituminous base – one 3-in compacted lifts
- Bituminous surface – one 1½-in compacted lift

Contractor shall repair any private waterline or other private utility on the property within 24 hours. Shenton and/or its representative shall advise LFUCG and its Engineer of Record (EOR) in advance of construction of all known private utilities within the construction corridor.

Shenton and/or its engineering consultant (Consultant) will provide in writing to LFUCG's EOR, Nesbitt Engineering, Inc., the number and location of desired stub-out connections into proposed manhole(s) on the project. Stub-out connections will consist of up to but not more than one joint of 12-inch pipe on minimum grade to be introduced on the manhole bench. The pipe material shall meet the specifications of LFUCG. Unless otherwise specified by Shenton or its Consultant, the stub-out connection will be introduced at 90° to the trunk sewer.

Any future sanitary sewer service shall be in accordance with the Comprehensive Plan and applicable LFUCG ordinances, as amended, modified, or revised from time to time.