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**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made and entered into this 16<sup>th</sup> day of January, 2014 (the "Conveyance Date"), by and between **LOUISVILLE GAS AND ELECTRIC COMPANY**, a Kentucky corporation, whose mailing address is 220 West. Main Street, Louisville, Kentucky 40202, ("Grantor") and **THE EDISON CENTER, LLC**, a Kentucky limited liability company, whose whose principal office address is 815 W. Market Street, Suite 300, Louisville, Kentucky 40202 ("Grantee"); which is also the in-care-of address to which the property tax bill may be sent.

**WITNESSETH:**

THAT in consideration of the mutual covenants set forth below and the payment herewith of the sum of Five Thousand and No/100 Dollars (\$5,000.00) the receipt of which is hereby acknowledged by Grantor, Grantor hereby grants and conveys unto the Grantee, with covenant of Special Warranty, the following described property located in Jefferson County, Kentucky (the "Property"):

Seventh Street Parcel, Louisville, Jefferson County, Kentucky

Being a portion of a tract of land in the central portion of the City of Louisville, County of Jefferson, Commonwealth of Kentucky, lying on the south side of Dumesnil Street and on the west side of Seventh Street and being more particularly described as follows:

Beginning at the intersection of the south line of Dumesnil Street with the west line of Seventh Street; thence with said west line South 07 degrees 34 minutes 22 seconds West 335.56 feet to its intersection with the north line of Ormsby Avenue, now closed; thence continuing with said west line South 12 degrees 55 minutes 30 seconds West 82.12 feet to its intersection with the south line of said Ormsby Avenue; thence continuing with said west line South 13 degrees 45 minutes 33 seconds West 206.02 feet to a point in the north line of the Louisville and Nashville Railroad; thence with lines common to same South 89 degrees 53 minutes 30 seconds West 269.01 feet to its intersection with the proposed east line of the Ninth Street Extension; thence with said east line North 08 degrees 31 minutes 55 seconds West 88.90 feet to a point 75.00 feet left of the proposed Ninth Street Extension center line Station 37+00.00, North 09 degrees 41 minutes 50 seconds West 149.07 feet to a point 80.00 feet left of the proposed Ninth Street Extension center line Station 35+50.00, North 48 degrees 04 minutes 33 seconds West 33.79 feet to a point 59.71 feet left of the proposed Ninth Street Extension center line Station 35+22.81, and with a curve to the right having a radius of 954.93 feet the chord of which measures North 07 degrees 02 minutes 42 seconds West 45.74 feet to a point 62.86 feet left of the proposed Ninth Street Extension center line Station 34+76.93; thence continuing with said east line North 05 degrees 39 minutes 49 seconds West 222.96 feet to a point 80.96 feet left of proposed Ninth Street Extension center line Station 32+53.30, and with a curve to the left having a radius of 2,869.29 feet, the chord of which measures North 06 degrees 04

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minutes 21 seconds West 40.28 feet to a point 83.48 feet left of proposed Ninth Street Extension center line Station 32+12.81; thence continuing with said east line North 08 degrees 37 minutes 39 seconds West 48.13 feet to its intersection with the south line of Dumesnil Street aforesaid; thence with said south line North 89 degrees 53 minutes 30 seconds East 483.19 feet to the point of beginning, containing 5.5 acres.

BEING all or a portion of the property conveyed to Louisville Gas and Electric Company also known as Louisville Gas & Electric Company formerly known as Kentucky Heating and Lighting Gas Company, The Louisville Gas Company and Kentucky Heating Company, by deed dated June 16, 1888 of record in Deed Book 317, Page 287, by deed dated June 16, 1888 of record in Deed Book 317, Page 288, by deed dated June 16, 1888 of record in Deed Book 317, Page 291, by deed dated July 12, 1888 of record in Deed Book 318, Page 261, by deed dated July 13, 1888 of record in Deed Book 318, Page 299, by deed dated December 13, 1889 of record in Deed Book 343, Page 48, by deed dated October 7, 1891 of record in Deed Book 380, Page 56, by deed dated February 4, 1892 of record in Deed Book 385, Page 151, by deed dated February 4, 1892 of record in Deed Book 385, Page 153, by deed dated February 12, 1895 of record in Deed Book 444, Page 331, by deed dated June 1, 1895 of record in Deed Book 453, Page 97, by deed dated October 16, 1903 of record in Deed Book 599, Page 12, by deed dated June 6, 1913 of record in Deed Book 783, Page 485 and by deed dated June 21, 1913 of record in Deed Book 783, Page 576 of record in the Office of the County Clerk of Jefferson County, Kentucky, and Judgments closing alleys and Ormsby Avenue, Ac #158609 and Ac #136906. Kentucky Heating and Lighting Gas Company changed its name to Kentucky Heating Company by Amendment dated January 9, 1893 of record in Corporation Book 8, Page 195. Louisville Lighting Company, Louisville Gas Company and Kentucky Heating Company consolidated into a single entity named Louisville Gas and Electric Company by Articles of Agreement and Consolidation dated July 2, 1913 of record in Corporation Book 22, Page 188, to the extent such property is located within the tract of land above described.

Being that portion of property identified as Parcel 1, on the plat attached to the Declaration of Restrictions dated December 15, 1999, recorded in Deed Book 7371, Page 137, in the Office aforesaid.

Grantor covenants lawful (a) seisin of the Property hereby conveyed, (b) full right and power to convey same, and (c) that said Property is free of encumbrances created by, through, and under Grantor, except (1) the lien under the Indenture from Grantor to Bank of New York Mellon, Trustee, dated October 1, 2010, recorded in Deed Book 12165, Page 237 in the Office aforesaid, as supplemented, which Grantor shall cause to be released with respect to the Property within 90 days following the Conveyance Date, (2) the Declaration of Restrictions dated December 15, 1999, recorded in Deed Book 7371, Page 137 in the Office aforesaid, (3) the Reserved Easements (as defined below), and (4) the Storage Agreement (as defined below);

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however, this conveyance is made subject to easements, restrictions and stipulations of record and governmental laws and regulations affecting the Property herein conveyed and liens for real property taxes and assessments due and payable in the year of closing and thereafter, which Grantee assumes and agrees to pay.

Grantor reserves from the conveyance of the Property hereunder, such easements as are necessary to maintain electric and natural gas lines and appurtenances thereto located on or under the Property as of the Conveyance Date. Within sixty (60) days following the Conveyance Date Grantor shall perform a survey describing the locations of such easements and Grantor and Grantee shall execute an instrument granting such specifically described easements and releasing the easements reserved herein.

Grantor shall have sixty (60) days following the Conveyance Date during which it may continue to store bulk quantities of sand, dirt, gravel and steel plates on the Property for use in its operations.

As part of the consideration for the sale of the Property, Grantee agrees to comply with the following covenants:

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1.) Definitions.

- a. "Residential use" means any use of the property related to a (i) residence or dwelling, including but not limited to a house, apartment, or condominium, or (ii) school, hospital, day care center, playground, outdoor recreational area, or garden.
- b. "Owner" means Grantee or any successor owner or owners.
- c. "Possession Date" means the date on which Grantee provides evidence to Grantor that Grantee has fully paid the premium for the environmental and pollution liability described below in paragraph 5 and that said insurance is in effect.

2.) Restrictions Applicable to the Property. Owner shall assure that the use, occupancy, and activity of and at the Property are restricted as follows:

- a. Use. Land use shall be restricted to non-residential use only of the Property.
- b. Groundwater. Groundwater at the Property shall not be used for drinking or other domestic purposes.
- c. Except as necessary to protect human health, safety or the environment, no action shall be taken, allowed, suffered, or omitted on the Property if such action or omission is reasonably likely to:
  - i. create a risk of migration of hazardous substances, pollutants or contaminants or a potential hazard to human health, safety or the environment; or
  - ii. result in a disturbance of the structural integrity of any engineering

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controls designed or utilized at the Property to contain hazardous substances, pollutants or contaminants or limit human exposure to hazardous substances, pollutants or contaminants.

- d. No soil at the Property shall be disturbed or building shall be constructed without proper characterization, personal protective measures and other measures and other measures necessary to protect human health, safety or the environment.
  - e. Owner shall maintain fencing around the property sufficient to prevent unauthorized access to the property.
  - f. The integrity of existing capping materials over soils on the Property shall be maintained by Owner against the effects of natural or man-made events, including but not limited to soil excavation, flooding events, natural disasters, gradual erosion, or any other events that would compromise its physical properties.
  - g. With the exception of structures which are constructed without performing excavation, Owner shall not construct or allow the construction of any structures on the Property which are not in existence on the Property on the date of this deed; provided, however, Owner shall, with the prior written consent of the KDWM (as defined below), have the right to construct:
    - i. an exterior exit staircase;
    - ii. a porte cochere or canopy;
    - iii. a covered walkway connecting the docks to the main structure; and
    - iv. a guard house.
  - h. With respect to any and all landscaping on the Property:
    - i. the capping materials shall not be penetrated for landscape purposes or materials, including site preparation and installing plant material and root systems;
    - ii. all vegetated areas on the Property shall be located above the capping materials using techniques such as planters and containers;
    - iii. in the event bio-retention systems are used on the Property, they shall be fitted with an underdrain system to remove water away from the capping materials; and
    - iv. fruit bearing vegetation shall not be planted on the Property.
- 3.) Remedial Measures and Monitoring. Owner shall perform groundwater monitoring as specified in Grantor's Site Management Plan, dated September 13, 1999 attached hereto as Exhibit 1 (the "Site Management Plan") or as otherwise required by the Kentucky Division of Waste Management ("KDWM") at Owner's sole expense. Owner shall continue such monitoring until such time as the KDWM expressly states in writing that such monitoring is no longer required or necessary. Owner shall submit a copy of the annual groundwater monitoring report to Grantor within 30 working days of Owner's receipt of analytical results from the laboratory performing the analysis. The groundwater monitoring specified in the Site Management Plan shall not be

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altered unless KDWM expressly authorizes such alteration in writing. Owner shall assume full responsibility for undertaking any and all sampling, investigation, monitoring, cleanup, or other measures with respect to the Property as (1) required under the Site Management Plan as approved by the KDWM; (2) required by the KDWM as a result of its review of data submitted by Grantor pursuant to the Site Management Plan; or (3) required as a condition to KDWM agreeing to revise or remove the deed restriction on the Property; or (4) otherwise required by applicable federal, state, or local laws or regulations.

- 4.) Grantor's Status. In addition, Owner agrees and acknowledges that, notwithstanding the Property Management Plan dated August 13, 2013, approved by KDWM in a letter dated September 9, 2013 ("PMP") submitted to KDWM by Grantee or any related documents, the Grantee shall be solely responsible for performance of all actions specified in the Site Management Plan previously approved by the KDWM. Owner further agrees and acknowledges that Grantor is not a party to the PMP.
- 5.) Environmental and Pollution Liability Insurance. Beginning on or before the Possession Date, Grantee shall provide and maintain an environmental and pollution liability insurance policy or policies (collectively, "the Policy") for the Property, with the following coverage: (1) on- and off-site cleanup costs for contamination occurring after the Possession Date, or, if related to contamination existing as of the Possession Date, on- and off-site cleanup costs relating to any disturbance and/or aggravation of such contamination by Grantee, breach by Grantee of the provisions set forth above, or any other misfeasance or nonfeasance by Grantee; (2) on- and off-site property damage; (3) on- and off-site third party bodily injury including injury to employees and contractors and subsequent owners or occupants of the Property; (4) sudden and non-sudden pollution occurrences occurring after the Possession Date, including, without limitation, such occurrences arising from disturbance and/or aggravation of existing contamination by Grantee, regardless of whether the petroleum or hazardous substances in question were intentionally disposed on the Property; and (5) legal defense costs and expenses of defending third party claims. The Policy shall have a per occurrence and aggregate limit of at least five million dollars (\$5,000,000) from the Possession Date and a term of ten (10) years. Grantor shall be named as an additional insured on the Policy. Grantee shall submit evidence of such coverage to Grantor on or before the Possession Date. The Policy shall be written by an insurance company or companies licensed to do business in Kentucky and either satisfactory to Grantor or having a Best Rating of not less than A-. The Policy shall not be materially changed or canceled during the term of the Policy. Further, all premiums for the Policy shall be paid by Grantee and/or any contractor of Grantee providing insurance constituting a portion of the Policy on or before the Possession Date. All premiums for the policy shall be paid by Grantee or its contractor, as the case may be, on a timely basis, and Grantee shall provide proof of payment to Grantor upon request.
- 6.) Notification to Grantor. Grantee shall provide written notice to Grantor within thirty (30) days of any of the following occurrences: (1) a written demand or order from a federal, state, or local regulatory agency for clean up or other measures to address the presence or release of petroleum or hazardous substances on or about the Property or other environmental condition of the Property; (2) Grantee's submittal of a claim to its

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insurance carrier under its pollution liability insurance policy; or (3) the initiation of a lawsuit or other legal action with respect to the presence or release of petroleum or hazardous substances on or about the Property or other environmental condition of the Property.

7.) Indemnification. In the event that one or more claims exhaust the Policy's limits of liability, Grantee will defend, indemnify, and hold Grantor harmless from any and all liabilities (including without limitation, liabilities arising out of property damage, personal injury, or death), losses, claims, demands, orders, penalties, damages, cleanup, and payments of every kind and nature, arising out of, related to, or in connection with (i) the release of any petroleum or hazardous substance on or about the Property on or after the Closing Date or other environmental condition of the Property on or after the Closing Date, or (ii) any claim based on disturbance and/or aggravation of such contamination by Grantee, breach by Grantee of the provisions set forth [above], or any other misfeasance or nonfeasance by Grantee in regard to any petroleum or hazardous substance present on or about the Property prior to the Possession Date (collectively, an "Environmental Claim"). Grantee shall control the defense of an Environmental Claim, except as limited below. Such defense shall be conducted through counsel selected by Grantee and approved by Grantor, which approval shall not be unreasonably withheld or delayed, and Grantor shall reasonably cooperate with Grantee in connection therewith at no expense to Grantor.

8.) Grant of License. Grantee hereby grants a license to Grantor for the right of exclusive possession of the Property. During the term of the license, Grantee may, with reasonable prior notice to the Grantor, enter onto the Property for the purpose of inspections or planning future work, but in no case shall Grantee be permitted during the term of the license to perform any excavations or otherwise disturb the existing capping material or begin any construction, reconstruction or remediation of any structures on the Property. The license granted herein shall terminate on the Possession Date, and Grantor agrees to promptly execute and deliver to Grantee a written agreement, in recordable form, evidencing the termination of the license. Notwithstanding such license or any provision to the contrary, Grantor shall not have any obligation to maintain the condition of the Property after the Conveyance Date.

The parties certify as required by section 382.135 of the Kentucky Revised Statutes that the purchase price set forth hereinabove is the full consideration for this conveyance.

IN TESTIMONY WHEREOF, witness the signatures of the Grantor and Grantee on the day and year first written above.

GRANTEE:  
THE EDISON CENTER, LLC

a Kentucky limited liability company

By: [Signature]  
Title: Mary [Signature]

GRANTOR:  
LOUISVILLE GAS AND ELECTRIC  
COMPANY,

a Kentucky corporation

By: [Signature]  
S.L. Cockerill  
Director Operating Services

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COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16<sup>th</sup> day of January, 2014, the foregoing Deed and the foregoing Consideration Certificate was acknowledged, subscribed and sworn to before me by S.L. Cockerill, as Director Operating Services, of LOUISVILLE GAS AND ELECTRIC COMPANY, a Kentucky corporation, to be his free act and deed on behalf of the said corporation.

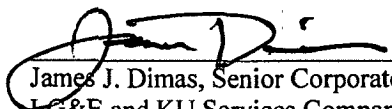
Witness my hand this 16<sup>th</sup> day of January, 2014,  
My commission expires: November 6, 2014 Sheri L. Smith  
NOTARY PUBLIC, State-At-Large, KY

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF JEFFERSON )

I the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 16<sup>th</sup> day of January, 2014, the foregoing Deed and the foregoing Consideration Certificate was acknowledged, subscribed and sworn to before me by C. William Weyland, Jr, Managing Member of The Edison Center, LLC, a Kentucky limited liability company, to be his ~~her~~ free act and deed on behalf of said company.

Witness my hand this 16<sup>th</sup> day of January, 2014.  
My commission expires: November 6, 2014 Sheri L. Smith  
NOTARY PUBLIC, State-at-Large, KY

This instrument prepared by:

  
James J. Dimas, Senior Corporate Attorney  
LG&E and KU Services Company  
220 West Main Street  
Louisville, Kentucky 40202  
Phone: (502) 627-3712

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**Site Management Plan  
Louisville Gas & Electric Company  
Seventh and Ormsby Site  
Louisville, Kentucky**

*Prepared By:*

**Louisville Gas & Electric Company  
220 West Main Street  
P.O. Box 32010  
Louisville, Kentucky 40232**

July 30, 1999

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**ATTACHMENT 1: DECLARATION OF RESTRICTIONS**

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**LIST OF FIGURES**

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## **1.0 Site Description**

The 7<sup>th</sup> & Ormsby former MGP site in Louisville, Kentucky is located in a primarily industrial/commercial area and is approximately 6 acres in size (see Figure 1). The site, owned by Louisville Gas & Electric Company (LG&E), is bounded by railroad tracks to the west, Dumesnil Avenue to the north, and Seventh Street to the east and south. No wetlands, creeks, springs, or natural forested areas exist near the site.

The 4 acres that comprise the northern portion of the property have several vacant LG&E buildings once used as LG&E offices, repair shops, warehouse space and a garage. The 2 acres that comprise the southern portion of the property served as a paved employee parking lot.

## **2.0 Environmental Studies and Risk Assessments Previously Completed**

The condition of the site, including the characteristics of the soil and groundwater, have been studied and documented in the reports highlighted below. These reports have been shared with regulatory agencies interested in the environmental conditions at the site and the proposed route of the highway extension. These reports include:

- *Site Investigation West and East Parcels of 7<sup>th</sup> and Ormsby*, April 1993 – prepared by META Environmental, Inc. and Atlantic Environmental Services, Inc. This investigation included the completion of 16 test pits and the analysis of 36 soil samples, the evaluation of 103 soil gas points, the collection of surface and subsurface soil samples – including 21 borings and the analysis of approximately 320 soil samples, and the installation of 15 groundwater monitoring wells.
- *Baseline Human Health Risk Assessment Report 7<sup>th</sup> and Ormsby Street Site East Parcel*, April 1995 – Prepared by Menzie-Cura & Associates, Inc.
- *Baseline Human Health Risk Assessment Report 7<sup>th</sup> and Ormsby Street Site West Parcel*, April 1995 – Prepared by Menzie-Cura & Associates, Inc.

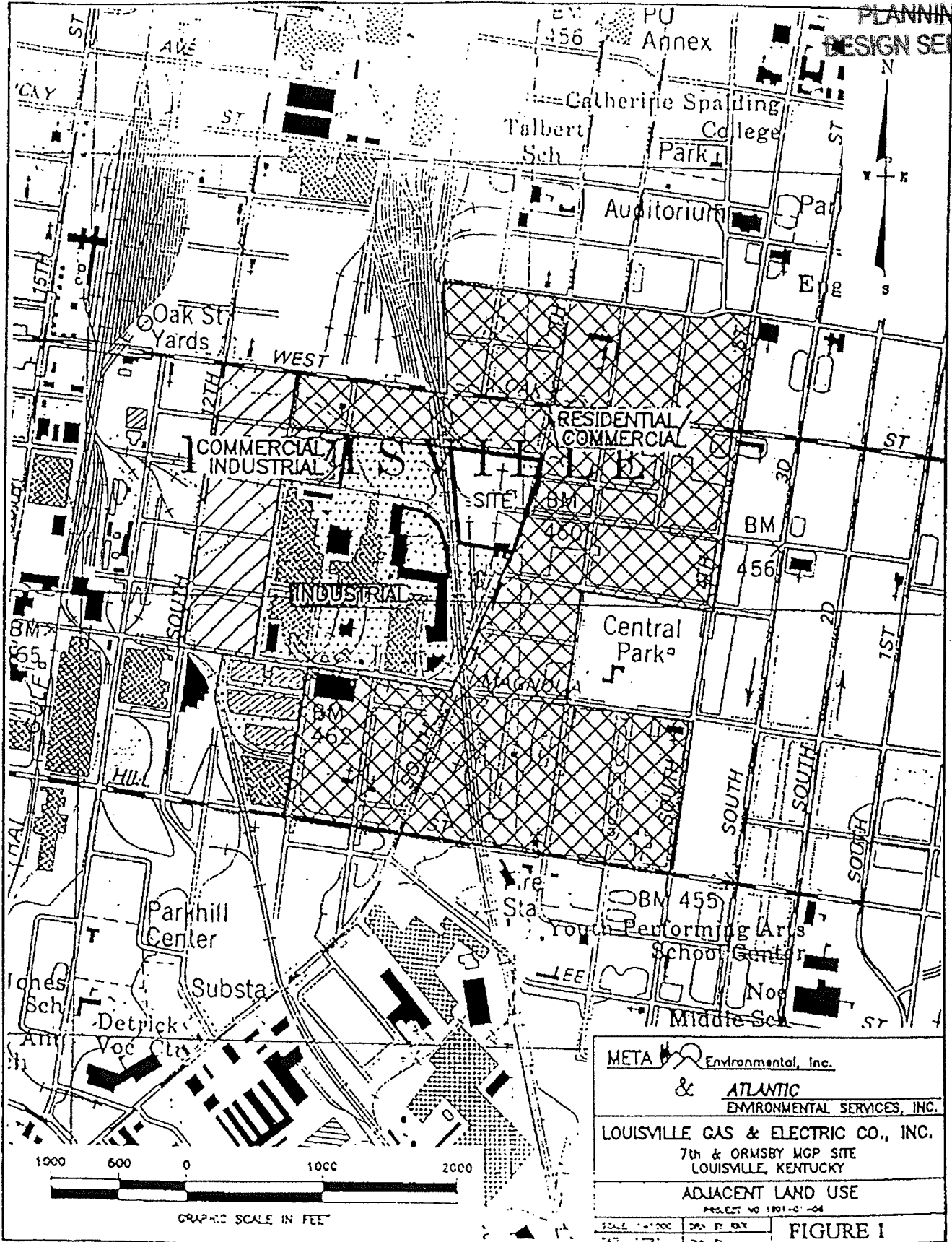
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META Environmental, Inc.  
& ATLANTIC ENVIRONMENTAL SERVICES, INC.

LOUISVILLE GAS & ELECTRIC CO., INC.  
7th & ORMSBY NGP SITE  
LOUISVILLE, KENTUCKY

ADJACENT LAND USE  
PROJECT NO: 1001-01-04

SCALE: 1"=100' DATE: 01/15/15

FIGURE 1

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### 3.0 Supplemental Site Characterizations

In addition to the reports listed previously, several other activities were completed in order to better define conditions at, or near, the property. These are highlighted below:

- *Field Narrative – 7<sup>th</sup> & Ormsby Street Site* December 1997 – Prepared by Black and Veatch Special Projects Corporation. This study involved the use of a Geoprobe to collect groundwater samples at down-gradient locations adjacent to the property.
- Discrete surface soil samples were collected at a nearby park (Central Park) in order to establish background levels. The work was conducted in cooperation with, and guidance of, the KNREPC.
- The MYGRT groundwater model was used to predict the concentration of benzene at off-site locations. The model predicted that the benzene level would be less than 1 part per billion (ppb) 330 feet downgradient of the site. The Geoprobe investigation, identified above, actually demonstrated that it took only 60 feet before the benzene concentration reached levels of less than 1 ppb.

### 4.0 Current Use of the Property and Potential Exposure Pathways

At this time, the property no longer meets the logistical needs of the Company and is unoccupied. The surface of the entire site is covered with cement, asphalt, bituminous concrete, or buildings. The thickness of the asphalt averages between six and eight inches. Due to the age of the property, the material directly below the asphalt includes gravel/rock, concrete and cobblestones. Maintenance of the asphalt, such as sealing cracks that develop, is completed on an as-needed basis. A locked fence completely encloses the site.

There is no current exposure to contaminants in the subsurface soils because the entire area is either covered by buildings or paved. Likewise, no exposure pathway exists for groundwater due to the lack of receptors on, and adjacent to, the property. The lack of groundwater receptors is due to the following facts: 1. The Louisville Water Company provides all water to the site and all surrounding properties, 2. The Jefferson County Health Department "Private Drinking Water Program" has established a policy that prohibits the use of groundwater sources for domestic water supplies. The policy states that "upon availability of a municipal supply all water pipes, etc. intended for domestic use shall be connected to the municipal supply." The policy further states that use of groundwater sources for domestic supply will not be approved on new construction (Jefferson County Health Department. 1983 Private Drinking Water Program Policy.

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Adopted September 28, 1983); 3. Groundwater sampling and modeling has demonstrated that benzene levels are below 1 ppb within 60 feet of the property boundary [Benzene was selected for evaluation because it has the greatest potential to migrate relative to the other contaminants (PAHs) detected at the site]. The location of the closest well that could be verified through the Kentucky Geological Survey was greater than one mile from the site and at an upgradient location.

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## 5.0 Site Management

This plan is designed to manage the site's soils and groundwater in a manner that prevents the development of contaminant exposure pathways that could potentially cause adverse affects. The prevention of exposure pathways to humans will also preclude the development of pathways that might adversely affect fish and wildlife. Therefore, the plan incorporates a variety of institutional controls, including a deed restriction, which will direct the use of property. The plan also incorporates monitoring of wells to detect significant changes in groundwater quality.

Before outlining the elements of this plan, it is important to reiterate that it addresses the portion of the property that will be unaffected by the completion of the 9<sup>th</sup> Street Extension Project (see Figure 2). Approximately 25% of the site will be acquired by public entities for construction of that project. Other parties, including the Kentucky Transportation Cabinet, have evaluated the environmental conditions of the proposed route of the road, including the portion of the route that crosses this property. They have also had access to all of the data and reports that were developed for this site.

It should also be noted that this plan does not address options for managing the "West Parcel" (property owned by a party other than LG&E).

### 5.1 Limiting Site Access

LG&E will continue to control access to the site by maintaining a fence around the existing property. This will discourage unauthorized persons from gaining access to the site. Temporary measures will be implemented along the western boundary of the property to keep trespassers from entering during construction of the road. Once work on the road is complete a permanent fence will be installed.

### 5.2 Limiting Exposure to Subsurface Soils

Future use of the site will be limited to commercial and industrial activities (in compliance with land uses appropriate for the zoning of the site). It is LG&E's intent to use the property in a manner that minimizes the need for excavation of the soils (e.g. parking, warehousing, etc.) Should it become necessary to excavate contaminated soils, proper characterization of the soils will take place prior to such activity. The soil characterization data will not only determine the need for appropriate personal protective

measures, but also provide guidance on properly storing and handling the excavated material, including disposal in accordance with all regulatory requirements.

As noted above, the use of the site will be limited to commercial and industrial uses. The deed restriction specifies that the site will not be developed for residential purposes (see Attachment 1).

### **5.3 Limiting Exposure to Groundwater**

The deed restriction will not permit any use of groundwater at the site that could result in direct exposure or ingestion at the site (see Attachment 1). The potential for MGP contaminants to migrate from the site will be monitored using a system of monitoring wells. The monitoring system is discussed in more detail below.

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### **6.0 Monitoring the Site**

To monitor conditions at the site, along with the potential for significant levels of MGP contaminants to migrate off-site, a series of groundwater monitoring wells will be employed (see Figure 1). Based on water level measurements from on-site wells, the groundwater gradient is north-northwest. Therefore, three existing wells have been selected for monitoring groundwater conditions at the site. The monitoring wells selected are located within the fenced portion of the property (see Figure 2) and will not be subject to potential vandalism that could occur at adjacent, off-site locations.

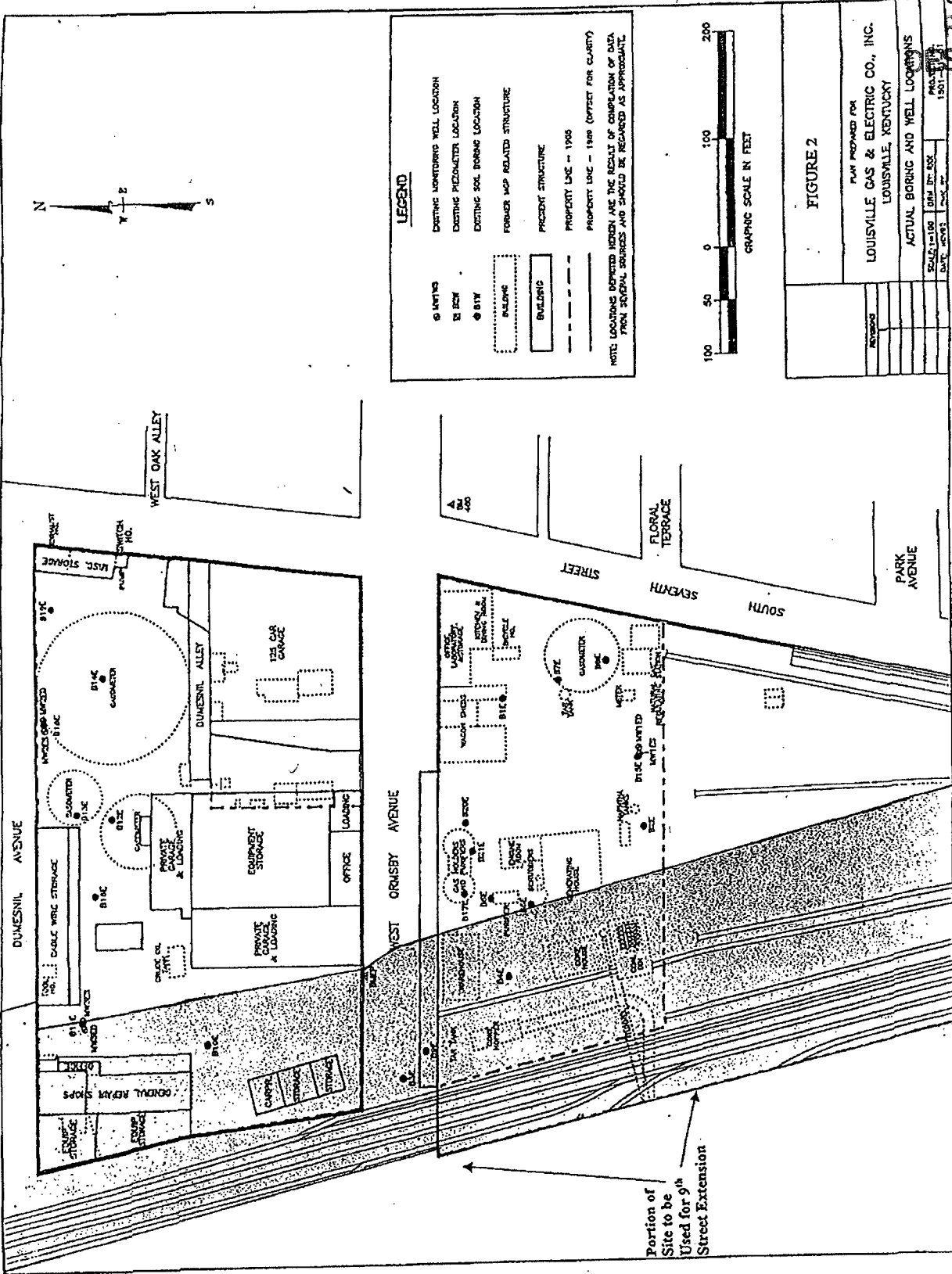
One monitoring well (MW-1S), located at the southeast edge of the property, will serve as background for the site. Analysis of the groundwater collected from this well has not revealed the presence of any MGP constituents above detection levels of the analytical equipment.

Two monitoring wells (MW-2S and MW-3S), located in downgradient positions, will be monitored in order to detect potential changes in groundwater quality at the site. Monitoring well MW-2S has been the only well to show elevated levels of MGP constituents, primarily benzene (500 ppb). In fact, the groundwater around MW-2S has been the subject of further investigation (results submitted to the Cabinet on January 15, 1998). The conclusion of the study was that "... a zone of groundwater impacted by benzene, toluene, ethyl benzene, and xylenes is present in immediate proximity to the underground gas holder foundation. This zone of contamination is restricted both laterally and longitudinally, with contaminant levels decreasing to sub part per billion levels within 60 feet of the areas of documented contamination. Based on the field and laboratory analytical results, there is no evidence indicating the off-site migration of site contaminants above regulatory levels."

Parameters to be monitored at the site are those associated with MGP operations and found at levels above detection limits.

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Portion of Site to be Used for 9th Street Extension

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**6.1 Monitoring Well Identification**

The following groundwater monitoring wells will be sampled at the site:

- Background well: MW-1S
- Down-gradient well: MW-2S
- Down-gradient well: MW-3S

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**6.2 Parameters to be monitored**

The concentrations of the following parameters will be monitored:

- Cyanide
- BTEX (Benzene, toluene, ethylbenzene, and xylenes)
- PAHs (Polynuclear aromatic hydrocarbons)

**6.3 Frequency of sampling**

The monitoring wells will be sampled for a period of five years for the constituents of concern noted above. The sampling frequency will be quarterly for two years for constituents of concern. If, after two years of monitoring, the constituents are found to be in a steady state (or decreasing) the frequency will be reduced to twice a year for three additional years. If not, the frequency will continue on a quarterly basis.

**6.4 Data submittals**

LG&E will submit a copy of the groundwater analytical results to the Division of Waste Management within 30 working days of receipt of analytical results from the laboratory performing the analysis. Data submittals will occur throughout the monitoring period.

**7.0 Summary**

In summary, the 7<sup>th</sup> & Ormsby site will be monitored and managed to ensure no potential exposure pathways develop. This will be accomplished by limiting access to the property and maintaining existing "caps" over contaminated soils. In the event excavation is needed, soils will be managed to minimize human exposure to contaminants.

The characteristics of the site's groundwater will be monitored using an existing network of wells. The wells will be monitored over a period of 5 years with the results being reported to the Kentucky Division of Waste Management on a regular basis.

Finally, deed restrictions, enforceable by the Cabinet, will be recorded to ensure that the site is properly managed in the future.

Document No.: DN2014000424  
 Lodged By: WEBER & ROSE  
 Recorded On: 01/17/2014 09:18:50  
 Total Fees: 64.00  
 Transfer Tax: 5.00  
 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
 Deputy Clerk: TERHIG

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