

REAL ESTATE EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government pursuant to KRS 67A, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG") and the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board of Education").

WITNESSETH:

WHEREAS, the Fayette County School District Finance Corporation, an agency, instrumentality and constituted authority of the Board of Education ("Finance Corporation") currently holds legal title to a parcel of land containing 4.467 acres together with three adjoining parcels of land containing a total of 38,839 square feet, all of which are currently a part of the Winburn Middle School site and are more particularly described in Exhibit "A" (4 pages) attached hereto and made a part hereof (collectively "Citation Boulevard Extension Property"); and

WHEREAS, equitable title to the Citation Boulevard Extension Property remains vested in Board of Education; and

WHEREAS, LFUCG desires to acquire fee simple title to Parcel 145a, a permanent drainage easement in Parcel 145b, and temporary construction easements in Parcels 145c and 145d of the Citation Boulevard Extension Property; and

WHEREAS, LFUCG holds legal title to a parcel of land containing 4.0 acres located immediately to the rear of the Winburn Middle School site which is currently a part of Martin Luther King, Jr. Park and is more particularly shown on Exhibit "B"

attached hereto and made a part hereof ("Park Property"); and

WHEREAS, Board of Education desires to acquire fee simple title to the Park Property; and

WHEREAS, upon the execution of this Agreement by both parties, the Board of Education will begin the process of conveying the Winburn Middle School site, including Parcel 145a, Parcel 145b, Parcel 145c, and Parcel 145d of the Citation Boulevard Extension Property, back to it from the Finance Corporation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Board of Education does hereby agree to transfer and convey to LFUCG fee simple title to Parcel 145a of the Citation Boulevard Extension Property and grant to LFUCG the aforesaid easements in said property, and LFUCG does hereby agree to transfer and convey to Board of Education fee simple title to the Park Property. The parties agree that the foregoing exchange of properties is made upon the following terms and conditions, to wit:

1. SURVEY AND LEGAL DESCRIPTION FOR PARK PROPERTY. Board of Education, at its expense, will have the Park Property surveyed and a legal description of it prepared. This new legal description will be substituted for the drawing in Exhibit "B".

2. APPRAISED VALUES OF PROPERTIES. The appraised value of the Citation Boulevard Extension Property, including the aforesaid easements, as determined by LFUCG's appraiser, is \$560,000.00. The appraised value of the Citation Boulevard Extension Property, including the aforesaid easements, as determined by Board of Education's appraiser, is \$644,530.00. The difference

between these two appraisals is \$84,530.00. The parties agree to compromise as to the value of the Citation Boulevard Extension Property by: (1) Board of Education reducing its appraised value by \$42,265.00 resulting in an appraised value of \$602,265.00; and (2) LFUCG increasing its appraisal value by \$42,265.00 also resulting in an appraised value of \$602,265.00. The appraised value of the Park Property, as determined by Board of Education's appraiser, is \$480,000.00. As the Board of Education contends that it is constitutionally required to receive fair market value for property transfers, the difference in value between the two properties of \$122,265.00 (\$602,265-\$480,000) shall be paid in immediately available funds to Board of Education at closing as part of the consideration for this exchange.

3. CONSTRUCTION OF NEW BUS LANE. With the conveyance of the 4.467 acres (Parcel 145a of the Citation Boulevard Extension Property) to LFUCG, the Board of Education desires the construction of a new bus access lane for Winburn Middle School. This new bus lane as shown on Exhibit "C" (2 pages) is 380 feet in length and 26 feet wide, has a 16-bus single line capacity and includes a curb, gutter and a sidewalk from Winburn Drive. The cost estimate of this new bus access lane, provided by Board of Education and shown on Exhibit "C", as of March 25, 2025, is \$294,946.00 if bid in 2025, with increases of seven percent (7%) annually if bid thereafter.

As part of the consideration for this Agreement, LFUCG agrees to pay to Board of Education at closing the estimated cost of its construction based upon negotiations by the parties at least sixty (60) days prior to the scheduled closing herein. Deviations from the estimates above shall be demonstrated through written

estimates. Failure to come to an agreement within thirty (30) days after beginning negotiations shall result in mediation with a mediator agreed upon by the parties, with all costs split equally amongst the parties.

LFUCG shall not be responsible for any cost overruns associated with the new bus lane in excess of the amounts provided above. LFUCG shall have no responsibility for maintenance of the bus lane once constructed.

4. FENCING. If the Board of Education elects to remove fencing within the Park Property, it may do so, after closing, at its own expense. If the Board of Education elects to provide fencing along the new property line, it may do so, after closing, at its own expense.

5. TRANSFER PLAT. LFUCG may elect to use a subdivision or transfer plat, duly approved by the local planning and zoning commission, in the transfer of the Park Property. It is specifically acknowledged and agreed by and between the parties that the use of such a subdivision or transfer plat is at the request of and for the convenience of LFUCG. The use of such a plat in the acquisition of the Park Property shall not be deemed a waiver by Board of Education of its exemption to such use as set forth in the applicable provisions of KRS Chapter 100 nor shall it constitute any type of acknowledgement by Board of Education that it is required to use such a plat when conveying or transferring any property belonging to it.

6. CONDITIONS TO EACH PARTY'S OBLIGATION TO COMPLETE THIS TRANSACTION.

Each party's obligation to close the transactions contemplated herein is subject to and contingent upon the following conditions being satisfied (or waived in whole or in

party by that particular party):

a) Each party must be able to obtain from a title insurance company licensed to do business in the Commonwealth of Kentucky a commitment to issue an ALTA Owner's Title Insurance Policy with extended coverage in a form satisfactory to that party and in an amount of not less than the appraised value of the property to be conveyed to said party insuring that the other party holds fee simple title to said property on the date of closing and that the title to be conveyed shall be a good and marketable fee simple title, subject only to those title exceptions approved by the party who is to receive said property;

b) Any survey obtained by a party of the property to be conveyed to it shall not disclose any easements, restrictions, rights-of-way, retention areas, flood plain areas, encroachments or other conditions of any kind which, in that party's sole (but reasonable) judgment, would adversely affect that party's use of said property;

c) A party, at that party's expense, shall have determined that the property to be conveyed to it is (i) free from contamination by hydrocarbons or other regulated or hazardous substances as defined by applicable federal, state or local laws and (ii) there are no sinkholes, caves or other types of geological or environmentally sensitive areas upon said property which would materially interfere with the ability of that party to develop and utilize said property;

d) The other party shall have timely performed all of its obligations under this Agreement; and

e) As of closing, the other party's representations and warranties

contained herein are true and correct.

In the event a party notifies the other that any of the contingencies set forth in subparagraphs a, b and c are unsatisfactory, then the parties may either agree to satisfy and remove such contingencies, including the granting of additional time if necessary, or any party may terminate this Agreement. Unless a party notifies the other in writing on or before sixty (60) days from the date of this Agreement (as evidenced by the date of the last signatory thereto) that any of the matters set forth in subparagraphs a, b and c are unsatisfactory, then such contingencies shall be deemed to have been waived.

7. ADDITIONAL CONDITIONS TO EACH PARTY'S OBLIGATION TO COMPLETE THIS TRANSACTION.

Each Party's obligation to close the transactions contemplated herein is also subject to and contingent upon the following conditions being satisfied, which conditions cannot be waived in whole or in part:

a) The acquisition of title to the Park Property by Board of Education shall receive final approval from the Kentucky Department of Education ("KDE") with Board of Education agreeing to diligently pursue such approval; and

b) LFUCG shall have received from the U.S. Secretary of the Interior, or his authorized designee, a complete release, in recordable form, of the Park Property from the terms of a Declaration of Restrictive Covenants dated August 1, 1980 and of record in Deed Book 1259, Page 635, Fayette County Clerk's Office.

8. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other as follows, which representations and warranties shall be deemed to have been reiterated and affirmed by each party at closing:

a) Neither the execution of this Agreement, nor the consummation of the transactions contemplated herein, violates any contract or agreement to which that party is obligated, subject however to LFUCG's obtaining the release set forth in Paragraph 7(b);

b) That party's property is not subject to any leases;

c) That party has full power and authority to enter into and perform its obligations under the terms of this Agreement, subject however to Board of Education receiving final approval from KDE as set forth in Paragraph 7(a);

d) The person executing this Agreement on behalf of that party has the authority to bind that party in accordance with the terms of this Agreement; and

e) To the best of that party's knowledge, information and belief there is no pending or threatened litigation affecting that party's property or any portion thereof.

9. INSPECTIONS OF PROPERTIES AND PROPERTIES SOLD IN "AS IS" CONDITION.

Each party, and its agents and contractors, shall be permitted reasonable access to the other party's property from time to time during the term of this Agreement for the purpose of performing the assessments, surveys, studies and inspections set forth in this Agreement. All such access shall be by reasonable prior

arrangement with the other party, and the studies, assessments, surveys and inspections shall be conducted with reasonable care. Each party shall exercise all such rights at its own risk and shall reasonably restore the other party's property, or portion thereof, disturbed by such activities substantially to its former condition upon the completion of any such activities. Each party shall pay the cost of its respective studies and inspections. To the extent permitted by law, LFUCG agrees to indemnify and hold harmless Board of Education from any loss, claim, damages or judgment, including reasonable attorney fees, resulting from any injury or damage to LFUCG, or any agent, independent contractor or third party who enters upon the Citation Boulevard Extension Property at the direction of and for the benefit of LFUCG except for any loss, claim, damages or judgment resulting from the willful misconduct of Board of Education.

To the extent permitted by law, Board of Education agrees to indemnify and hold harmless LFUCG from any loss, claim, damages or judgment, including reasonable attorney fees, resulting from any injury to Board of Education, or any agent, independent contractor or third party who enters upon the Park Property at the direction of and for the benefit of Board of Education except for any loss, claim, damages or judgment resulting from the willful misconduct of LFUCG. Nothing contained herein is intended to be, nor shall it be, a waiver by either Party of any defense, including that of sovereign immunity, as to third-party claims.

Each party hereby further acknowledges that, except as expressly set forth in this Agreement, the other party is not making any representations or warranties, either express or implied, with respect to its property or the condition and suitability of same

for any particular purpose and that such property is being sold "as is", subject only to the contingencies set forth in this Agreement.

10. CLOSING. The parties agree that the transactions contemplated herein will close on or before ten (10) days following the satisfaction, completion or waiver in writing of all the conditions set forth in this Agreement. The closing shall take place during normal business hours at a location in Lexington, Kentucky, which is mutually satisfactory to both parties. At closing each party will convey its respective property to the other by delivery of a Special Warranty deed and LFUCG shall pay to Board of Education the additional consideration set forth in Paragraphs 2 and 3. The parties also agree to execute and deliver such other documents and instruments as may be required to carry out the terms and intent of this Agreement.

11. EXPENSES. Each party shall pay its own recording fees, attorney fees, costs of title examination and title insurance policy.

12. POSSESSION. Complete possession of each property shall be delivered by each party to the other at closing.

13. BROKERAGE COMMISSIONS. The parties hereto agree that this Agreement was entered into without the assistance of any real estate agent and that neither party is obligated to pay any person or firm any real estate commission in connection with the transactions contemplated herein.

14. DEFAULT. Except as specifically provided for herein, if either party defaults in the performance of its respective duties and obligations under this Agreement, then the non-defaulting party shall be entitled to terminate this Agreement immediately and shall, in addition, have and retain all other legal or

equitable remedies available to such non-defaulting party, including the remedy of specific performance.

15. NOTICE. All notices, requests, demands or other communication required or permitted herein shall be in writing and shall be duly delivered when hand-delivered, when mailed by first-class United States mail utilizing some type of return receipt delivery system or a nationally recognized overnight delivery service, properly addressed to each of the parties at the following respective addresses designated for such purposes:

If to LFUCG:

Lexington-Fayette Urban County Government
Attn: Director, Division of Engineering
101 E. Vine Street Lexington, Kentucky 40507

with copies in all cases to:

Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507

If to Board of Education:

Board of Education of Fayette County, Kentucky
Attn: Office of Superintendent
450 Park Place
Lexington, Kentucky 40511 (physical address)

or

1126 Russell Cave Road
Lexington, Kentucky 40511 (mailing address)

with copies in all cases to:

George F. Allgeier, Jr. Attorney
Lexington, Kentucky 40507

Any party may change its address by giving written notice to the other party of such change.

16. **RISK OF LOSS.** All risk of loss arising out of or in connection with each property shall remain with the owner of that property until the completion of closing.

17. **ASSIGNMENT.** This Agreement and the rights of the parties hereunder may not be assigned without the prior written approval of the other party.

18. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement.

20. **TIME OF ESSENCE.** It is specifically agreed that time is of the essence in the performance of the covenants and conditions set forth in this Agreement.

21. **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits constitute the entire agreement between LFUCG and Board of Education with respect to the subject matter hereof and supersedes all other previous or contemporaneous written or oral negotiations, commitments or writings pertaining to the subject matter of this Agreement. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

22. **GOVERNING LAW.** This Agreement shall be governed by, and

construed in accordance with, the laws of the Commonwealth of Kentucky.

23. SURVIVAL OF DUTIES AND OBLIGATIONS. The provisions of this Agreement, and the duties and obligations of the parties to this Agreement, shall survive the closing until such time that said duties and obligations have been fulfilled and shall not merge in the respective deeds.

IN WITNESS WHEREOF, LFUCG and BOARD OF EDUCATION do hereby set their hand, by and through their duly authorized officers, on the dates shown below.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow.]

Dated: _____

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: _____

LINDA GORTON,
MAYOR

Dated: _____

BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY

By: _____

TYLER MURPHY,
CHAIRPERSON

Exhibit "A"

Fee Simple Right of Way Citation Boulevard Phase 3A Parcel 145a (A portion of 1060 Winburn Drive)

Beginning at an Iron pin set with Identifier #3257 in the existing east right of way line of Winburn Drive at the southwest corner of property of Fayette County School District Finance Corporation (D.B. 2087, P. 382) 132.33 feet left of Station 55+98.47 center line of Winburn Drive; thence with said existing east right of way line along a curve to the left with a radius of 530.00, an arc length of 627.51, and a chord of North 9 degrees 16 minutes 26 seconds West 591.49 feet to an Iron pin set with Identifier #3257 145.94 feet left of Station 63+56.29 centerline of Winburn Drive; thence with said existing east right of way line along a curve to the right with a radius of 470.00, an arc length of 539.51, and a chord of North 10 degrees 18 minutes 26 seconds West 510.38 feet to an Iron pin set with Identifier #3257 133.40 feet left of Station 67 +92.84 centerline of Winburn Drive; thence with said existing east right of way line North 22 degrees 34 minutes 40 seconds East 90.00 feet to an Iron pin set with Identifier #3257 102.59 feet left of Station 68+77.40 centerline of Winburn Drive; thence with said existing east right of way line along a curve to the right with a radius of 924.94, an arc length of 193.73, and a chord of North 28 degrees 34 minutes 41 seconds East 193.38 feet to an Iron pin set with identifier #3257 22.32 feet left of Station 70+48.65 centerline of Winburn Drive; thence with said existing east right of way line North 33 degrees 21 minutes 52 seconds East 25.36 feet to an iron pin set with Identifier #3257 12.50 feet left of Station 70+71.38 centerline of Winburn Drive; thence with said existing east right of way line North 34 degrees 25 minutes 21 seconds East 187.34 feet to an iron pin set with Identifier #3257 33.00 feet right of Station 72+57.15 centerline of Winburn Drive; thence leaving said existing east right of way line along a curve to the left with a radius of 567.00, an arc length of 265.72, and a chord of South 15 degrees 58 minutes 59 seconds West 263.29 feet to an iron pin set with Identifier #3257 33.00 feet right of Station 69+75.97 centerline of Winburn Drive; thence South 2 degrees 33 minutes 27 seconds West 265.58 feet to an iron pin set with identifier #3257 33.00 feet right of Station 67+10.39 centerline of Winburn Drive; thence along a curve to the left with a radius of 567.00, an arc length of 382.98, and a chord of South 16 degrees 47 minutes 33 seconds East 375.74 feet to an Iron pin set with Identifier #3257 33.00 feet right of Station 63+05.12 centerline of Winburn Drive; thence South 36 degrees 08 minutes 34 seconds East 30.72 feet to an iron pin set with identifier #3257 33.00 feet right of Station 62+74.40 centerline of Winburn Drive; thence along a curve to the right with a radius of 633.00, an arc length of 203.40, and a chord of South 26 degrees 56 minutes 15 seconds East 202.53 feet to an iron pin set with identifier #3257 in the south line of property of Fayette County School District Finance Corporation (D.B. 2087, P. 382) 33.00 feet right of Station 60+81.60 centerline of Winburn Drive; thence with said south line South 24 degrees 16 minutes 10 seconds West 472.81 feet to the point of beginning, containing 4.467 acres.

Permanent Drainage Easement
Citation Boulevard Phase 3A
Parcel 145b
(A portion of 1060 Winburn Drive)

Beginning at a point in the proposed right of way line of Winburn Drive 33.00 feet right of Station 64+95.03 centerline of Winburn Drive; thence with said proposed right of way line along a curve to the right with a radius of 567.00, an arc length of 42.75, and a chord of North 15 degrees 50 minutes 33 seconds West 42.74 feet to a point 33.00 feet right of Station 65+40.26 centerline of Winburn Drive; thence leaving said proposed right of way line South 85 degrees 13 minutes 29 seconds East 71.97 feet to a point 100.74 feet right of Station 65+12.86 centerline of Winburn Drive; thence South 4 degrees 46 minutes 31 seconds West 40.00 feet to a point 85.00 feet right of Station 64+69.34 centerline of Winburn Drive; thence North 85 degrees 13 minutes 29 seconds West 56.91 feet to the point of beginning, containing 2,589 square feet.

Temporary Construction Easement
Citation Boulevard Phase 3A
(A portion of 1060 Winburn Drive)

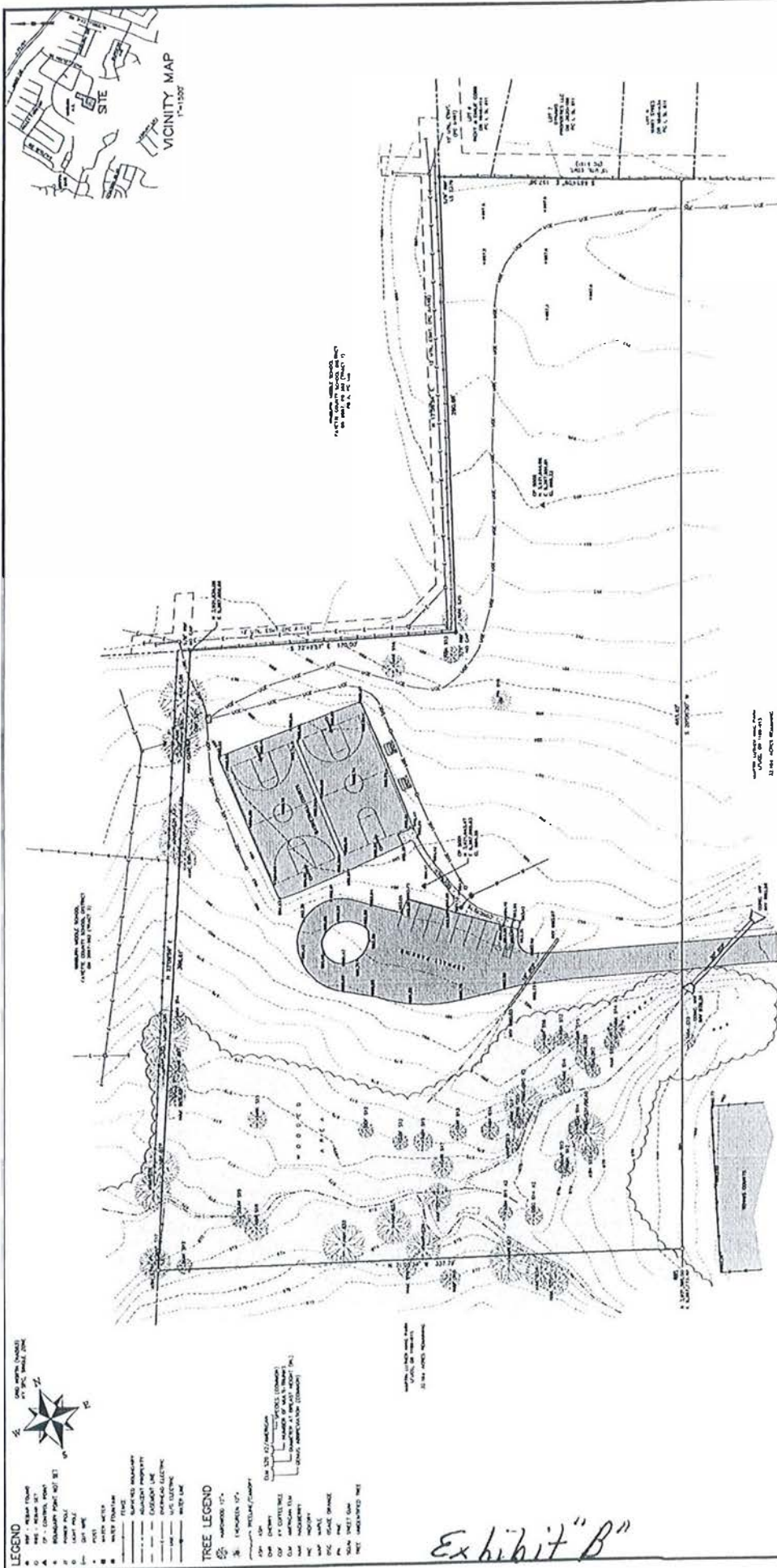
Parcel 145c

Beginning at an iron pin set with Identifier #3257 In the south line of property of Fayette County School District Finance Corporation (D.S. 2087, P. 382) 33.00 feet right of Station 60+81.60 centerline of Winburn Drive; thence along a curve to the left with a radius of 633.00, an arc length of 203.40, and a chord of North 26 degrees 56 minutes 15 seconds West 202.53 feet to an iron pin set with identifier #3257 33.00 feet right of Station 62+74.40 centerline of Winburn Drive; thence North 36 degrees 08 minutes 34 seconds West 30.72 feet to an Iron pin set with Identifier #3257 33.00 feet right of Station 63+05.12 centerline of Winburn Drive; thence along a curve to the right with a radius of 567.00, an arc length of 179.46, and a chord of North 27 degrees 04 minutes 31 seconds West 178.72 feet to an Iron pin set with Identifier #3257 33.00 feet right of Station 64+95.03 centerline of Winburn Drive; thence South 85 degrees 13 minutes 29 seconds East 51.39 feet to a point 80.00 feet right of Station 64+72.06 centerline of Winburn Drive; thence South 19 degrees 07 minutes 56 seconds East 107.70 feet to a point 67.00 feet right of Station 63+50.00 centerline of Winburn Drive; thence South 27 degrees 20 minutes 48 seconds East 98.30 feet to a point 54.00 feet right of Station 62+50.00 centerline of Winburn Drive; thence South 32 degrees 26 minutes 58 seconds East 149.08 feet to a point In the south line of property of Fayette County School District Finance Corporation (D.S. 2087, P. 382) 67.31 feet right of Station 61+14.85 centerline of Winburn Drive; thence with said south line South 24 degrees 16 minutes 10 seconds West 49.74 feet to the point of beginning, containing 12,158 square feet.

Parcel 145d

Beginning at an iron pin set with Identifier #3257 In the existing east right of way line of Winburn Drive 33.00 feet right of Station 72+57.15 centerline of Winburn Drive; thence with said existing east right of way line North 34 degrees 25 minutes 21 seconds East 80.05 feet to a point 35.30 feet right of Station 73+40.00 centerline of Winburn Drive; thence leaving said existing east right of way line South 55 degrees 49 minutes 18 seconds East 9.70 feet to a point 45.00 feet right of Station 73+40.00 centerline of Winburn Drive; thence South 30 degrees 38 minutes 54 seconds West 76.33 feet to a point 48.00 feet right of Station 72+6000 centerline of Winburn Drive; thence South 20 degrees 52 minutes 39 seconds West 146.40 feet to a point 51.00 feet right of Station 71+00.00 centerline of Winburn Drive; thence South 1 degrees 36 minutes 02 seconds West 37.03 feet to a point 58.00 feet right of Station 70+60.00 centerline of Winburn Drive; thence South 47 degrees 14 minutes 50 seconds East 32.24 feet to a point 85.00 feet right of Station 70+40.00 centerline of Winburn Drive; thence South 6 degrees 17 minutes 06 seconds West 42.90 feet to a point 85.00 feet right of Station 69+90.00 centerline of Winburn Drive; thence South 50 degrees 05 minutes 25 seconds West 34.08 feet to a point 60.00 feet right of Station 69+65.00 centerline of Winburn Drive; thence South 00 degrees 22 minutes 17 seconds East 215.28 feet to a point 71.00 feet right of Station 67+50.00 centerline of Winburn Drive; thence South 1 degrees 36 minutes 15 seconds East 136.57 feet to a point 72.00 feet right of Station 66+00.00 centerline of Winburn Drive thence South 18 degrees 23 minutes 56 seconds East 68.49 feet to a point 80.00 feet right of Station 65+2206 centerline of Winburn Drive; thence North 85 degrees 13 minutes 29 seconds West 49.80 feet to a point 33.00 feet right of Station 65+40.26 centerline of Winburn Drive; thence along a curve to the right with a radius of 567.00, an arc length of 160.77, and a chord of North 5 degrees 33 minutes 55 seconds West 160.23 feet to an iron pin set with Identifier #325733.00 feet right of Station 67+1039 centerline of Winburn Drive; thence North 2 degrees 33 minutes 27 seconds East 265.58 feet to an Iron pin set with identifier #3257 33.00 feet right of Station 69+75.97 centerline of Winburn Drive; thence along a curve to the right with a radius of 567.00, an arc length of 265.72, and a chord of North 15 degrees 58 minutes 59 seconds East.263.29 feet to the point of beginning, containing 24,092square feet.

Being part of the same property designated as Winburn Middle School conveyed to the Fayette County School District Finance Corporation from the Board of Education of Fayette County, Kentucky by deed dated October 12, 1999 and of record in in Deed Book 2087, Page 382, Fayette County Clerk's Office.



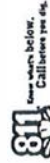
Preliminary
04/26/2022 9:16:41 AM
NOT FOR RECORDING
OR LAND TRANSFER

BOUNDARY & TOPOGRAPHIC SURVEY
4.00 ACRES
BEING A PORTION OF MARTIN LUTHER
KING PARK, LPDCG (DB 1189, PG 615)



SPENCER
LAND SERVICES, INC.
311 N. 3rd Street
Farmington, CT 06030
www.spencerland.com
401-254-1414, 401-254-1415

PROCESSED BY:
FARMINGTON PUBLIC WORKS
FARMINGTON, CT 06030



SURVEY NOTES

1. ALL ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL.
2. THE SURVEY WAS CONDUCTED ON 04/26/2022.
3. THE SURVEY WAS CONDUCTED BY SPENCER LAND SERVICES, INC.
4. THE SURVEY WAS CONDUCTED BY SPENCER LAND SERVICES, INC.
5. THE SURVEY WAS CONDUCTED BY SPENCER LAND SERVICES, INC.

FLOOD NOTE

1. THE FLOOD HAZARD ZONE MAP WAS OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE AREA.
2. THE FLOOD HAZARD ZONE MAP WAS OBTAINED FROM THE FLOOD INSURANCE RATE MAP (FIRM) FOR THE AREA.

UNDERGROUND UTILITIES

1. THE LOCATION OF ALL KNOWN UNDERGROUND UTILITIES WAS DETERMINED BY VISUAL INSPECTION AND INTERVIEW WITH THE ADJACENT PROPERTY OWNERS.
2. THE LOCATION OF ALL KNOWN UNDERGROUND UTILITIES WAS DETERMINED BY VISUAL INSPECTION AND INTERVIEW WITH THE ADJACENT PROPERTY OWNERS.

UTILITY OWNERS

1. THE LOCATION OF ALL KNOWN UNDERGROUND UTILITIES WAS DETERMINED BY VISUAL INSPECTION AND INTERVIEW WITH THE ADJACENT PROPERTY OWNERS.
2. THE LOCATION OF ALL KNOWN UNDERGROUND UTILITIES WAS DETERMINED BY VISUAL INSPECTION AND INTERVIEW WITH THE ADJACENT PROPERTY OWNERS.

Exhibit "B"

Winburn
M.S.
LARRY LAMBERT & SONS
LANSING, MICHIGAN 48201

PROPERTY OF: FINANCIAL TRUST
LANSING, MICHIGAN 48201

CONTRACT NO. 1000
LANSING, MICHIGAN 48201



MAP FOR CONSTRUCTION
SCHEMATIC

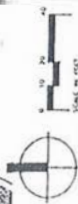
| | |
|----------------|--------------------|
| DATE | 10/1/78 |
| BY | W. J. LAMBERT |
| PROJECT NUMBER | 1000 |
| PROJECT NAME | 1000 WINBURN DRIVE |

CARMAN
LANSING, MICHIGAN 48201

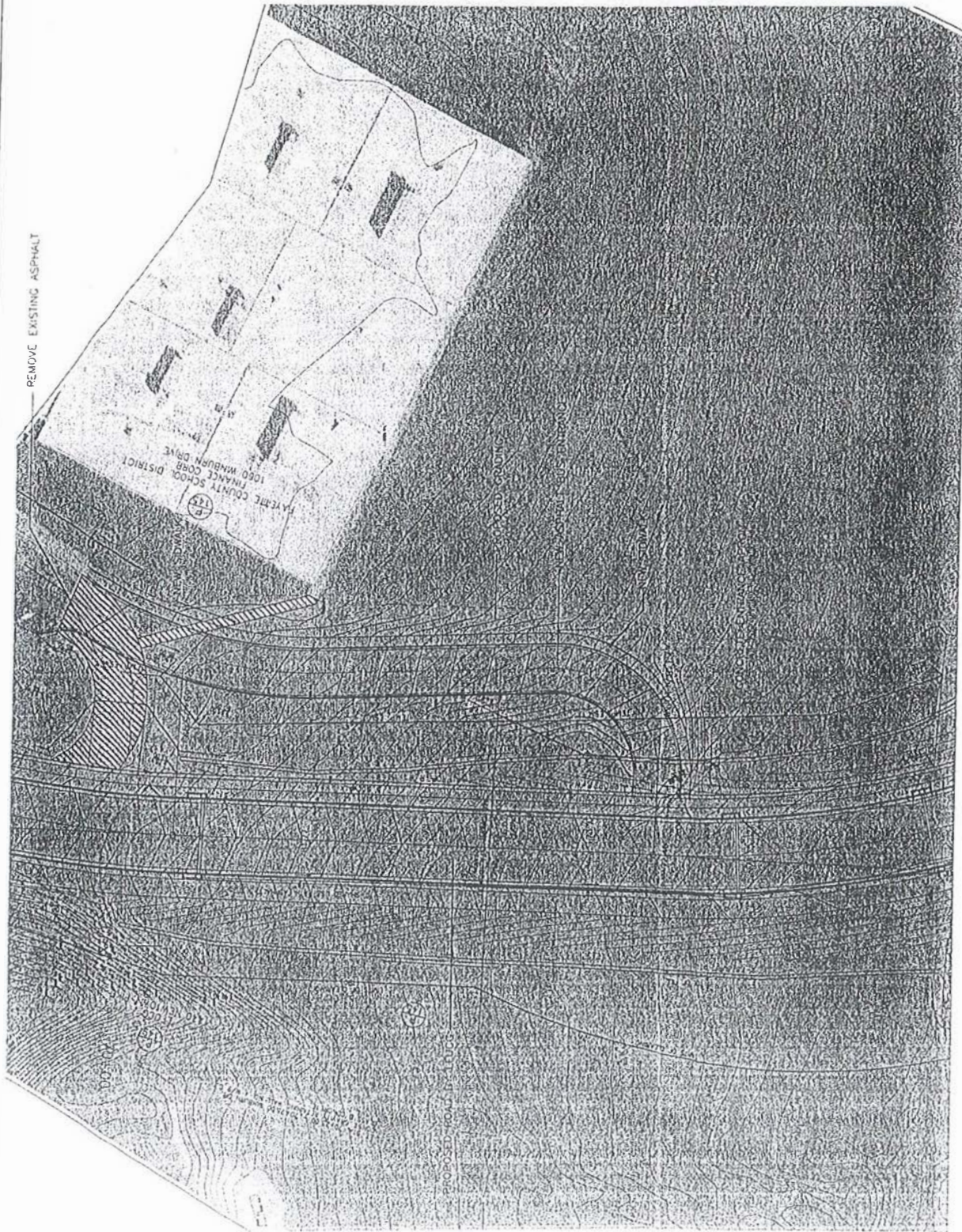
1000 WINBURN DRIVE
LANSING, MICHIGAN 48201

1000 WINBURN DRIVE

Exhibit "C"



REMOVE EXISTING ASPHALT



Estimate of Probable Construction Cost for Work
Winburn Middle School Bus Lane Evaluation
CARMAN Project #21-116

25-Mar-25

| Work Item | Unit | Unit Cost | Quantity | Extension |
|--|--------|-----------|----------|-------------------|
| Mobilization | ls | \$ 6,240 | 1 | \$ 6,240 |
| Sidewalk Demolition | sy | \$ 23 | 62 | \$ 1,451 |
| Asphalt Demolition | sy | \$ 16 | 350 | \$ 5,642 |
| Erosion Control | ls | \$ 4,680 | 1 | \$ 4,680 |
| Earthwork - Excavation & Placement | cy | \$ 36 | 725 | \$ 26,390 |
| DGA - Base for Road | ton | \$ 52 | 305 | \$ 15,860 |
| DGA - Base for Sidewalk | ton | \$ 52 | 37 | \$ 1,924 |
| Sawcut | lf | \$ 21 | 33 | \$ 686 |
| CL 2 Asphalt (3.5" Base, 1.5" Surface) | ton | \$ 192 | 285 | \$ 54,834 |
| Pavement Striping Arrow | ea | \$ 520 | 1 | \$ 520 |
| Storm Structure (LFUCG Curb Inlet Type D) | ea | \$ 4,160 | 2 | \$ 8,320 |
| Storm Manhole (4' Dia.) | ea | \$ 4,680 | 2 | \$ 9,360 |
| Storm Pipe (18") | lf | \$ 83 | 145 | \$ 12,064 |
| 18" Headwall | ea | \$ 4,160 | 1 | \$ 4,160 |
| Channel Lining/Outfall Protection | ton | \$ 83 | 2 | \$ 166 |
| Concrete Sidewalk (4-1/2") | sy | \$ 73 | 279 | \$ 20,311 |
| Concrete Entrance Pavement | sy | \$ 83 | 42 | \$ 3,494 |
| Detectable Warning Surface | sf | \$ 78 | 16 | \$ 1,248 |
| Concrete Curb and Gutter | lf | \$ 52 | 772 | \$ 40,144 |
| Site Lighting | ea | \$ 10,400 | 2 | \$ 20,800 |
| Sodding | sy | \$ 8 | 1560 | \$ 12,979 |
| Demobilization | ls | \$ 5,200 | 1 | \$ 5,200 |
| Subtotal | | | | \$ 256,474 |
| | | | | |
| Contractor's Overhead and Profit | 15.00% | | | \$ 38,471 |
| Design | | | | |
| *Estimated Probable Construction Cost Total - Base Bid 2025 | | | | \$ 294,946 |