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**LETTER AGREEMENT**  
**BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

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This Letter Agreement (LA) is made as of the 11<sup>th</sup> day of June, 2018, by and between the United States of America, acting by and through the Department of the Army, U.S. Army Engineer District, Louisville (USAED, Louisville), and Lexington-Fayette Urban County Government.

**WHEREAS**, Title 10 United States Code, Chapter 159, was amended by P.L. 105-85 (111 Stat 1629, Nov. 18, 1997), to add Section 2695, which allows the United States Government to accept funds from private entities for certain real estate property transactions.

**WHEREAS**, Lexington-Fayette Urban County Government requests a 0.924 acres permanent easement to construct, operate, and maintain a 12-foot wide multi-use pedestrian and bicycle asphalt path with 2-foot shoulders on each side for the use and benefit of the general public. This Government owned property is under the command and control of the 81<sup>st</sup> Readiness Division, and said use has been approved by HQ, U.S. Army Reserve Command, and the USAED, Louisville is authorized to prepare and execute an easement authorizing use of the property.

**WHEREAS**, Lexington-Fayette Urban County Government intends to fund the full cost of administrative fees associated with the preparation and processing of the document, to be performed by the USAED, Louisville, Real Estate Division.

**1. Obligations of the Parties:**

a. As soon as practicable, but not later than 30 days following ratification of this Agreement by all parties, Lexington-Fayette Urban County Government will pay **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)** to the **Finance and Accounting Officer, USACE, Louisville**, as the full cost of the services being provided by the USAED, Louisville, as described above. Lexington-Fayette Urban County Government shall pay all costs associated with USAED, Louisville's provision of goods and services under this LA. If the USAED, Louisville's costs under this LA are forecasted to exceed the amount of funds available under this LA, it shall promptly notify Lexington-Fayette Urban County Government the amount of additional funds necessary to complete the work under this LA. Lexington-Fayette Urban County Government shall either provide the additional funds to the USAED, Louisville, or the scope of work shall be limited to that which can be paid for by the then-available funds, or Lexington-Fayette Urban County Government may direct termination of the work under this LA. Within ninety (90) days of completing the work under this LA, the USAED, Louisville shall conduct an audit to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the USAED, Louisville shall return to Lexington-Fayette Urban County Government any funds advanced in excess of the actual costs as then known. Established Federal Government accounting procedures shall be used. The amount of funds advanced by Lexington-Fayette Urban County Government, under this LA, shall be nonrefundable, unless

some or part of the services are not completed or the amount of funds advanced exceeds the actual costs of performing the services.

b. Upon receipt of the funds required, the USAED, Louisville shall commence and complete the services with due diligence, following receipt and certification of funds from Lexington-Fayette Urban County Government to the USAED, Louisville.

c. The check should be made payable to: **Finance and Accounting Officer, USACE, Louisville** and shall be forwarded to **USACE, Louisville District, CELRL-RE-M (EFFINGER) RM 137, P.O. Box 59, Louisville, KY 40201-0059**, with a signed copy of this LA attached.

**2. Miscellaneous:**

This LA contains the entire agreement between the parties regarding preparation of the above described action and any agreement hereafter made shall not operate to change, modify, or discharge this LA in whole or in part, unless that agreement is in writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Letter Agreement as of the day and year first above written.

**THE UNITED STATES OF AMERICA**

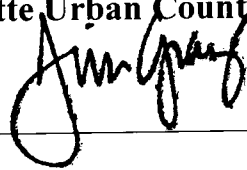
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KLIMASZEWSKI.ASHLEY.NICOLE.1268433607  
DN: cn=US, o=U.S. Government, ou=DoD, ou=PKI,  
ou=USA,  
cn=KLIMASZEWSKI.ASHLEY.NICOLE.1268433607  
Date: 2018.06.13 16:28:04 -04'00'

**ASHLEY KLIMASZEWSKI**  
Deputy Chief of Real Estate  
Real Estate Contracting Officer

**Lexington-Fayette Urban County Government**

(Signature)



(Print Name)

JIM GRAY

(Title)

MAYOR

(Tax ID)

61-0858140