

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

COUNTY Fayette ITEM NO. _____
PROJECT NO. 468 - Wilderness Rd./Woodward Ln. San.Sewer
ROAD NAME 2446 Liberty Rd.
PARCEL NO. 57 FEDERAL NO. _____

**CONDITIONAL
OFFER TO PURCHASE**

Date: March 7, 2007

Liberty Rd. Properties, LLC
2432 Liberty Rd.
Lexington, KY 40509-4327

Dear Liberty Rd. Properties, LLC:

Your property or a portion thereof is needed for construction of the subject project. This offer is for an unencumbered permanent easement on the property, and if accepted, we will require a deed from all parties having an interest therein. Our offer for the property to be acquired and for items which are legally compensable is \$ 0.00. THIS OFFER IS NOT BINDING ON THE URBAN COUNTY GOVERNMENT UNLESS AND UNTIL IT AND ALL OTHER TERMS AND CONDITIONS OF THIS TRANSACTION ARE APPROVED BY THE URBAN COUNTY COUNCIL.

An allocation of this offer is:

• Real Estate \$ N/A • Damages \$ N/A • Easement(s) \$ 0.00

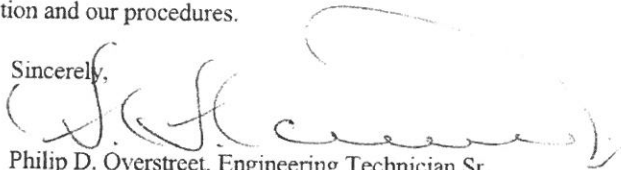
Improvements within the acquisition are shown on the attached drawings.

If you are in agreement with this offer, please sign the attached "Memorandum of Understanding" and return it to me. If you are not in agreement with this offer, please call me so that we can discuss the details.

Upon completion of successful negotiations, the terms and conditions of the proposed transaction will be included in a written Memorandum of Understanding (MOU) which will be presented to the Urban County Council for its approval. After the Council authorizes this purchase, the signed deed or contract will be processed for payment and the check delivered to you at the final closing. You will not be obligated to vacate your property until receipt of the agreed consideration.

Every effort will be made to answer questions you may have regarding this acquisition and our procedures.

Sincerely,


Philip D. Overstreet, Engineering Technician Sr.
101 E. Vine St., 4th Floor
Lexington, Kentucky 40507
859-258-3410

c Robert Bayert, P.E.
Bill Bowie Jr., P.E., L.S.
Barbara Sledd
File ✓

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ENGINEERING

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM OF
UNDERSTANDING

TC 62-83A
Rev. 4/92

COUNTY Fayette ITEM NO. _____
PROJECT NO. 468 - Wilderness Rd./Woodward Ln. Sanitary Sewer
ROAD NAME 2446 Liberty Rd.
PARCEL NO. 57 FEDERAL NO. _____

Property Owner: Liberty Rd. Properties, LLC

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 \$ 0.00. This consideration includes a cost-to-cure payment to replace the following items: N/A

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 will convey approximately N/A (acres - sq. ft.) of land; 2737 sq. ft. of permanent sanitary sewer easement(s); 2885 (acres - sq. ft.) of construction easement(s); N/A (acres - sq. ft.) of temporary easements(s); and N/A (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: In addition any property that is disturbed will be restored to as good a condition or better than when the construction began.

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

Please print the following information:

Name: Robert Vanlandingham
Address: 2432 Liberty Rd.
Lexington, Ky 40509
Social Security No.: _____
Amount of Check: \$ _____
Phone Number 859 543-0025

Name: _____
Address: _____
Social Security No.: _____
Amount of Check: \$ _____
Phone Number _____

The above, together with the right of way 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 26th day of April, 2007

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Philip D. Overstreet
Negotiator

Engineering Technician Sr.
Title

PROPERTY OWNERS SIGNATURES

[Signature]

