

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

MEMORANDUM OF
UNDERSTANDING

Project Name: West Hickman (WH) 7 Wet Weather Storage (WWS)
Address: 300 Quinton Court, Lexington, KY 40509
DB: 3046 Page: 580 Cabinet Slide: R-23
PVA Parcel ID: 17088500 Lot: 1 P A&B
Subdivision: TODDS TRACE UNIT 1

Property Owner:

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 is \$1,750,000. This consideration includes a cost-to-cure payment to replace the following items:

The deed will convey approximately 3.507 acres of land, subject to completion of final property survey at 300 Quinton Court, being lot 1 P A&B of the Todds Trace Unit 1 subdivision (Plat Cabinet R, Slide 23).

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

Property will be purchased in "As Is" condition.

You must be the Owner of the property at the time the deed 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: _____

Name: _____

Address: _____

Address: _____

Social Security No.: _____

Social Security No.: _____

Amount of Check: \$ _____

Amount of Check: \$ _____

Phone Number _____

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 October, 2016

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: Vivian Arzueco

Title: REMEDIAL MEASURES PROGRAM MANAGER

PROPERTY OWNERS' SIGNATURES

PENNINGTON ASSOCIATES, LP
by PENNINGTON ASSOCIATES GP LLC
by NATHAN MEZZER, MGR
[Signature]