

ORDINANCE NO.

#08-09

AN ORDINANCE OF THE MADISON COUNTY FISCAL COURT, KENTUCKY APPROVING THE ZONE CHANGE OF THE MAI NGO PROPERTY LOCATED AT 1586 BOONESBORO ROAD FOR 1.73 ACRES AND AUTHORIZING THE CHANGE ON THE OFFICIAL ZONING MAP OF MADISON COUNTY, KENTUCKY.

WHEREAS, the hereinafter described land is located in Madison County, Kentucky and

WHEREAS, the Madison County Planning Commission held a public hearing on Wednesday, May 21, 2008 concerning the proposed Land Use Map Amendment. The Planning Commission upon hearing the presentation of facts made a motion to recommend approval of the Land Use Change Request from UC-7 Agricultural to UC-3 Neighborhood Commercial. Motion carried with a vote of 7 yes.

WHEREAS, the Madison County Fiscal Court held a public hearing on Wednesday, May 21, 2008 and made finding of fact the proposed land use map amendment is in agreement with the adopted Comprehensive Plan in that:

- 1) The zone change request is in agreement with the Comprehensive Plan and encourages growth in the Urban Corridors.
- 2) There will be little or no impact to the existing infrastructure.
- 3) The property is compatible with the adjoining commercial property that was recently re-zoned from UC-7 to UC-4IC adjacent to Shearer Lane and this Neighborhood Commercial zone would create an ideal transition zone from General Commercial to the agricultural and residential uses.

Therefore, it is recommended the classification of the property involved herein be change from UC-7 Agricultural to UC-3 Neighborhood Commercial.

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by Madison County Fiscal Court that the land use classification of the following described property be changed by this ordinance from UC-7 Urban Agricultural to UC-3 Neighborhood Commercial.

SECTION I

A certain tract of land located in the northeast quadrant of the intersection of Shearer Lane and Boonesborough Road (KY 627) in Madison County, Kentucky, and further described as follows:

Beginning at a set iron pin and cap in the east right-of-way of Shearer Lane (said right-of-way being 30 feet from center line) and the north right-of-way of Boonesborough Road (said right-of-way varies as depicted in Deed Book 181 page 527) and thence with the east right-of-way of Shearer N26°33'42"W 226.09 feet to a set iron pin and cap and new corner common to Le and Ngo Deed Book 503 Page 228; thence severing the lands of Le

and Ngo thence three (3) calls: N70°07'22"E 231.80 feet to a set iron pin and N88°53'16"E 130.37 feet to a set iron pin and cap, N87°11'26"E 45.35 feet to a set iron pin and cap in the line of Ballew Deed Book 511 Page 245; thence with the line of Ballew S2°24'07"E 133.34 feet to a set iron pin and cap in the north right-of-way of Boonesborough Road; thence with said right-of-way five (5) calls; S52°46'53"W 27.10 washer stamped ABACUS 3265, S28°41'27"E 13.22 feet to a set PK nail with aluminum washer stamped ABACUS 3265, S52°26'44"W 54.04 feet to a set PK nail with aluminum washer stamped ABACUS 3265, and N79°36'06"W 64.24 feet to a set iron pin and cap and Point of Beginning containing 1.73 acres more or less by survey performed May 5, 2008 by Abacus Engineering and Land Surveying, Inc., Dwayne Wheatley LPLS #3265 and being a portion of the same property conveyed to Hai Le and Mai Ngo by Edward Robinson and Sherry Robinson on March 25, 1999 of record in Deed Book 503 page 228 in the records of the Madison County Clerk.

SECTION II

That the Director of Planning and Development make the appropriate changes to the Official Zoning Map of Madison County, Kentucky.

SECTION III

That the County Clerk cause this ordinance to be published in accordance with the appropriate Kentucky Revised Statutes.

DATE OF FIRST READING: May 27, 2008

MOTION BY: Harold K. Botner

SECONDED BY: Larry Combs

VOTE: YES NO

JUDGE, KENT CLARK ✓
MAGISTRATE LARRY COMBS ✓
MAGISTRATE ROGER BARGER Abstained
MAGISTRATE WILLIAM TUDOR ✓
MAGISTRATE HAROLD K. BOTNER, Jr. ✓

DATE OF SECOND READING: June 10, 2008

MOTION BY: Harold K. Botner

SECONDED BY: Larry Combs

VOTE: YES NO

JUDGE, KENT CLARK ✓
MAGISTRATE LARRY COMBS ✓
MAGISTRATE ROGER BARGER Abstained
MAGISTRATE WILLIAM TUDOR ✓
MAGISTRATE HAROLD K. BOTNER, Jr. ✓

[Signature]
MADISON COUNTY JUDGE EXECUTIVE

Attest:
[Signature]
MADISON COUNTY CLERK

**Application for Land Use Map Amendment
Madison County, Kentucky**

Date: 6 March 2008		Application Number	
Property Owner's Name(s): Mai Ngo			
Property Owner's Address: 1586 Boonesborough Road			
City/State: Richmond, KY			
Zip Code: 40475		Phone No. 859-626-8922	
Address of Property Requesting Change: Same as above			
Lot Number: _____		Subdivision Name: _____	
Existing Zoning: UC-7 Agriculture		Requested Zoning: UC-3 Neighborhood Commercial	
Total Numbers of Acres: _____			
Surrounding Property Use/ Zoning Information			
Direction	Land Use	Zoning Classification	
East	Agriculture	UC-7	
West	Commercial	UC-5	
North	Residential / Agriculture	UC-7	
South	Agriculture	UC-7	
Urban Services Provided	Yes	No	Services Provided By
Sewage		X	Septic
Garbage Disposal	X		Veolia Environmental Services
Water	X		Madison County Utilities
Police Protection	X		Richmond Police & Madison County Sheriff
Fire Protection	X		Whitehall Volunteers & Madison County Fire Dept.
Gas		X	N/A
Electric	X		Kentucky Utilities Co.
Storm Sewers		X	N/A
Municipal Sewer		X	N/A
The following items are required to be provided by the applicant before the application can be considered for placement on the agenda:			
Item	Yes	No	Comments
Deed for the Property	X		Deed must reflect actual acreage to be re-zoned.
Vicinity Map	X		Map must accurately describe location.
List of Adjoining Property Owners Names/ Addresses	X		Names and Addresses must be complete and per PVA Records for accuracy.
Completed Application	X		Application must be completed entirely and signed
Application Fees Paid	X		

"Using Science to Solve Problems"



Jackson Environmental Consulting Services, LLC
 114 North 3rd Street, Suite 1
 Richmond, Kentucky 40475
 Office: 859-623-0499
 Cell: 501-339-3580
 Fax: 859-623-2676
 E-mail: jf@jacksonenvironmental.com
 Web: www.jacksonenvironmental.com


*Service - Disabled
Veteran - Owned*

Jeremy L. Jackson, M.S., C.E., CAWB
President / Ecologist

Application for Land Use Map Amendment
Madison County, Kentucky

In accordance with KRS100.213 before any map amendment is granted, the planning commission or legislative body or fiscal court must find that the map amendment is in agreement with the adopted Comprehensive Plan, or, in the absence of such a finding, that one (1) or more of the following apply and such finding shall be recorded in the minutes and records of the planning commission or fiscal court:

(It is the applicant's responsibility to determine the finding of fact and state specific reasons to justify the requested change.)

a) The proposed land use map amendment is in agreement with the adopted comprehensive plan for the following reasons:	
b) That the existing zoning classification give to the property is inappropriate and the proposed zoning classification is appropriate for the following reasons:	
c) There have been major changes of an economic, physical or social nature within the area involved which were not anticipated in the adopted Comprehensive Plan and which have substantially altered the basic character of such area based upon the following reasons:	
<u>Please attach additional pages if more space is needed...</u>	
Applicant's signature: I do hereby certify that, to the best of my knowledge and belief, all application materials are herewith submitted and the information is true and correct. I further certify that I am the owner of this property, since _____ (mo/year).	
5 march 08 Date:	Owner's Signature: 



Madison County Planning & Development

Building Inspections
Code Enforcement
Land-Use Regulations

321 N. Madison Ave.
Suite B
Richmond, KY 40475

GIS Mapping
Floodplain Management
911 Addressing

www.madisoncountyky.us

Date: March 7, 2008

Dear Property Owner:

The Madison County Planning Commission would like to inform you of a land use change request by a property owner in your neighborhood. We will hold a public hearing on this matter in order to provide county residents with an opportunity to support or object to the requested change. All pertinent information is listed below. Should you need additional information, please contact the Administrative Official at the Madison County Planning & Development Office located at 321 N. Madison Avenue, Suite B (859) 624-4780.

Address of Property requested for Land Use Change:

1586 Boonesborough Road, Richmond, KY 40475

Land Use Change Requested: From: UC-7 To: UC-3

Owner of Property requesting Land Use Change: Mai Ngo

Property Owner's Address: 1586 Boonesborough Road, Richmond, KY 40475

Date of Public Hearing: April 15, 2008

Time and Location of Public Hearing: 6:00 PM
Madison County Court House
Fiscal Court Room
101 W. Main Street
Richmond, Kentucky 40475

Sincerely,

A handwritten signature in black ink, appearing to read "Duane S. Curry".

Duane S. Curry
Administrative Official

Exhibit A:

Justification for Rezoning

The subject property (1586 Boonesboro Rd, Richmond, Kentucky) is currently zoned as Agriculture (UC-7) and partially used as residential property, with associated rental property. The subject property has been listed for sale with Coldwell Banker-Delslover since August 22, 2007. During this time, the subject property has subsequently been neglected and has substantial physical and aesthetic impairments.

In 2007, Jackson Environmental Consulting Services, LLC, (Jackson Environmental) relocated from Pikeville, Kentucky to 114 North 3rd Street, Richmond, Kentucky. Jackson Environmental had excellent economic growth in 2007, with continued anticipated growth in 2008. Jackson Environmental has evaluated various properties with in Madison County for additional office space in order to accommodate our projected economic growth and the subject property provides us with this opportunity. The subject property has sufficient infrastructure in place, including utilities, accessibility, parking, and office space. However, the subject property is zoned as Agriculture (UC-7) and has previously been used as residential property and therefore, according to zoning regulations, the current land use and zoning classification is not appropriate for providing professional office space needed by Jackson Environmental.

Commercial (UC-5) property is located to the west of the subject property; whereas, Agriculture (UC-7) property is located to the north, south, and east of the subject property. Changing the zoning classification of the subject property from Agriculture (UC-7) to Neighborhood-Commercial (UC-3) would potentially make an excellent transition between the western adjoining Commercial Property and northern, southern, and eastern adjoining agricultural properties, as well as nearby residential properties.

3

elseville
Hancockshung Rd
40504
6-14-99

12.00
240.007

WARRANTY DEED

THIS DEED, made and entered into on this 25 day of MARCH, 1999, by and between EDWARD ROBINSON AND SHERRY LYNN ROBINSON, HUSBAND AND WIFE, Parties of the First Part, living at, 1586 Boonesborough Rd Richmond, KENTUCKY 40475, and HAI LE AND MAI NGO, HUSBAND AND WIFE, Parties of the Second Part, living at 116 Blue Ridge Hgt Berea, Berea, Kentucky 40403.

WITNESSETH: That for a valuable consideration being the sum of \$ 240,000.00, receipt of which is hereby acknowledged, the Parties of the First Part hereby convey unto the Parties of the Second Part, in fee simple with Covenant of General Warranty, for and during their joint lives with remainder in fee simple to the survivor thereof, the following described real estate located in MADISON COUNTY, KENTUCKY :

SEE ATTACHED EXHIBIT "A"

The Parties of the First Part further covenant lawful seisin of the estate hereby conveyed, with full power to convey same, and said estate is free of encumbrances, except restrictions and easements of record, State, County, and School taxes, and City taxes due and payable in 1999, and all subsequent taxes which the Parties of the Second Part hereby assume and agree to pay. The Parties of the Second Part execute this Deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382 and in affirmation of the conveyance.

1

~~EDWARD ROBINSON~~
Hai Le
HAI LE

~~SHERRELYNN ROBINSON~~
Sherry Lynn Robinson
MAI NGO

STATE OF KENTUCKY)
COUNTY OF Madison) SS:

The foregoing Deed and Consideration Certificate were subscribed, sworn to, and acknowledged before me by EDWARD ROBINSON AND SHERRY LYNN ROBINSON, Husband and Wife, on this the 25 day of MARCH, 1999.

My commission expires:
11-23-02

Katherine J. Hammond
NOTARY PUBLIC

STATE OF KENTUCKY)
COUNTY OF Madison)

The foregoing Deed and Consideration Certificate were subscribed, sworn to, and acknowledged before me by HAI LE AND MAI NGO, Husband and Wife, on this the 25 day of MARCH, 1999.

My commission expires:
11-23-02

Katherine J. Hammond
NOTARY PUBLIC

This document prepared by:

Franklin S. Yudkin
FRANKLIN S. YUDKIN
WILLIAM P. CARRELL II
ATTORNEYS AT LAW
SUITE 200, REPUBLIC BLDG.
429 W. MUHAMMAD ALI BLVD.
LOUISVILLE, KENTUCKY 40202
(502) 581-9888

EXHIBIT "A"

Tract II

A certain tract of land situated on the east side of Stony Creek Lane, approximately 321 feet north of Kentucky Highway #627, in Madison County, Kentucky, bounded and described by survey as follows:

Beginning at a point in the center of Stony Creek Lane, a corner to Ed. Robinson, thence with the center of Stony Creek Lane N31°-00'W 289.0 feet to a point and corner to Tom Harper, 1.01 acre tract, thence leaving said Lane with Harper's line N44°-35'E 311.7 feet to an iron post and corner to Lester Ballew, thence with Ballew's line S86°-34'E 287.7 feet, N63°-19'E 20.0 feet, S85°-31'E 56.3 feet to a post and corner to Lester Ballew, thence continuing with Ballew's line S 0°-24'W 271.2 feet to a post and corner to Ed. Robinson, thence with Robinson's line S66°-51'W 467.0 feet to the beginning containing 4.29 acres.

Tract III

BEGINNING at the intersection of the center line of Stony Creek Lane with the north right of way of Ky. Hwy. #627, thence with said north right of way line N64°-37'W 304.00 feet to a post and new corner to Lois T. Begley, thence leaving said north right of way line of Ky. Hwy. #627, a new line with Begley N8°-46'W 85.00 feet, N43°-32'E 29.40 feet, N8°-10'W 100.00 feet, N7°-23'W 50.30 feet, N00°-50'E 60.6 feet to a post and corner, to Lois T. Begley, thence continuing with Begley S66° 51'W 467.00 feet to a point in the center of Stony Creek Lane, a corner, thence with the center line of Stony Creek Lane S31°00'E 320.00 feet to the beginning containing 2.76 acres.

Being the same property conveyed to Edward Robinson and Sherry Lynn Robinson, husband and wife, by Deed dated October 3, 1989, filed for record October 3, 1989, in Deed Book 402, Page 725 in Madison County Court Clerk's Office.

APPENDIX C

EXAMPLE OF NEWSPAPER AD

Proposed land use change

(Not to Scale)

NOTICE OF PUBLIC HEARING

There will be a public hearing of the Madison County Planning Commission on Tuesday, _____ at 6:00p.m. in the Fiscal Court Room of the Madison County Court House.

The purpose is to consider a land use change from UC-7 Agriculture to UC-3 General Commercial (as shown on the map above). Contact Duane Curry, Administrative Official at 624-4780 for questions.

www.madisoncountky.us

Exhibit D



DESLOOVER REALTY

107 N. KILLARNEY LANE
RICHMOND, KY 40475

OFFICE (859) 624-1782

FAX (859) 624-8400

TOLL FREE (800) 556-5509

raydesloover@coldwellbankerky.com

coldwellbanker.com

coldwellbankerky.com

March 6, 2008

To Whom It May Concern,

The contract with Jackson Environmental (Jeremy L. Jackson & Caroline

Jackson) and Ngo's is a sale /lease with a delayed closing. Lease to

Start March 8th. Anticipated closing is December 31, 2008 or before.

Joyce Sulfridge of Coldwell Banker DeSloover Realty is sales agent for

this property as owners are out of state now.

A handwritten signature in black ink, appearing to read "Joyce Sulfridge", written over a horizontal line.

Buyer agent

MADISON COUNTY BOARD OF REALTORS, INC.
REAL ESTATE PURCHASE OFFER/CONTRACT
(THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE)

OWNER(S) Ng
1584 Boonesboro Rd
Richmond Ky 40475
 Address
Caldwell Banker DeStover 140
 Real Estate Company Office#

BUYERS (as names will appear on deed, PRINT OR TYPE)
Jeremy L Jackson Carolyn Jackson
5016 Bob White Dr
Richmond Ky 40475
 Address
Dorothy Russell 897
 Agent who prepared this document Agent#

MEMBER, MADISON COUNTY BOARD OF REALTORS

The undersigned Buyer(s) (whether one or more, hereinafter collectively called the "Buyer") offers to purchase from the Seller(s) (whether one or more, hereinafter collectively called the "Seller") the following described property, with all improvements and appurtenances thereunto belonging, located at 1584 Boonesboro Rd and further described in Deed Book _____, Page _____, County of MADISON, State of Kentucky (the "Property"). The terms, improvements and appurtenances as herein used shall include all fixtures such as shades, blinds, screens, storm doors and windows, curtain rods, lighting, heating, and plumbing equipment, plus all articles so attached or built in, which, if removed, would leave the premises in a damaged, incomplete, or unfinished condition. The only other items which shall remain with the property herein are:

7.05 Acres - retfry - stove - dish wash - blinds

No personal property not hereinabove specifically set forth shall be included in this transaction.

1. **PURCHASE PRICE:** The purchase price for the property shall be the sum of Two Hundred Eighty Thousand
100 Dollars (\$ 280,000).

2. **EARNEST MONEY:** As evidence of good faith to bind this contract, the sum of \$ 1500 check () cash () will be deposited on acceptance (date) as earnest money to be held by Caldwell Banker DeStover and credited to Buyer at settlement. If this offer is not accepted by Seller, the deposit shall be returned to Buyer. Otherwise, the earnest money deposit shall only be removed from a real estate broker's escrow account upon performance (closing), written agreement of the parties, a court order, deed non-refundable to go to seller if does not close

3. **FINANCING CONDITIONS:** (initial applicable paragraphs) The balance of purchase price will be paid as follows:
 (a) CASH TRANSACTION: The balance of the purchase price in the amount of \$ _____ shall be paid on delivery of deed. Buyer represents that the cash is available and agrees that this contract is not contingent upon receipt of said cash from any source.
 (b) NEW FINANCING: Balance of down payment (\$ 55,500) on delivery of deed, and mortgage portion of the purchase price as follows:
 BUYER to obtain a con loan in the amount of \$ 222,000 at an interest rate not to exceed 7 percent and to be amortized for a period of 30 years, with monthly payments of approximately \$ _____ for principal and interest. _____ agrees to pay necessary discount fee not to exceed _____ percent of new loan amount. If an ARM, maximum adjustment for first adjustment period _____ percent, maximum adjustment for life of the loan 16.00 percent.

Buyer agrees to apply for the above mentioned loan within 3 working days from the date of acceptance of this contract and shall proceed with due diligence to obtain said loan. Should Buyer be unable to obtain said financing, this contract shall be null and void and the earnest money shall be refunded, with both parties signing a release to this effect. Buyer agrees to pay their closing costs and prepaid items at time of closing.

4. **PRORATION:** Rents, interests and other expenses of the property, if any, are to be prorated as of the date of closing. Security deposits or advance rents, if any, shall be transferred at no cost to Buyer at closing. All real estate ad valorem taxes due and payable during the year of closing shall be prorated on a calendar year basis. In the event ad valorem taxes for the year of closing are unavailable or unascertainable, then the ad valorem rate(s) for the preceding year and present year assessment shall be considered as the base for proration, with no right of Buyer or Seller to seek contribution from the other for the excess, as the case may be, once the taxes become ascertainable and payable.

5. **RISK OF LOSS:** All risk of loss or damage to the premises by fire or other casualty or cause shall remain with Seller until date of closing. If, prior to closing, the premises are damaged, Seller shall, at his costs, promptly repair said damage in a good and workmanlike manner, or if not, Buyer shall have the option to declare this contract null and void and receive a refund of the earnest money deposit, or Buyer may complete settlement, accepting premises as damaged together with the proceeds of any insurance payable as a result of such damage. Seller shall maintain his present insurance in effect until closing for the benefit of both parties.

Buyer(s) initials JL Date 12 Jan 08 Time 11:00am Seller(s) initials MA Date 01-02-08 Time 6:40

Property Address: 1581 Bonestello Rd Date 12-29-07

9. **CLOSING AND TITLE:**

This transaction shall be closed on or before 12-31-08; however, Buyer may, with notice, postpone said closing for a period not to exceed 30 days if Buyer's lender requires additional time to process Buyer's loan. At closing an unencumbered, marketable title to the property shall be conveyed to Buyer by deed of general warranty with the usual covenants such as any national title company will insure, free and clear of all liens and encumbrances except such liens and encumbrances as Buyer may specifically approve and easements of record and all restrictions of record as to the use and improvements of the property. Should the title to the property appear defective, Seller shall have 14 days after receipt of notice from Buyer of such defect or defects within which to remedy same at the cost of the Seller.

10. **POSSESSION:**

Possession shall be delivered Jan - 2008 ^{Mary (MN)}. In the event possession is not delivered at closing, an "Occupancy Agreement" shall be executed and _____ (Buyer/Seller) agrees to pay _____ (Buyer/Seller) the sum of \$ _____ per day from the date of _____ (closing/possession) to the date of _____ (closing/Seller vacates), inclusive.

11. **ADDENDA:** The following addenda are attached hereto and incorporated herein by reference:

see attached

12. **OTHER TERMS AND CONDITIONS:** (Have Buyers and Sellers initial after last line)

13. **FAIR HOUSING:** The Seller/Buyer, by signing this contract, acknowledge receipt of a copy of the brochure titled "What Kentucky's Fair Housing Law Means", provided by the listing/selling REALTORS.

14. **DEFAULT:** In the event either party to this Agreement defaults, the non-defaulting party may pursue any and all legal remedies not waived in writing. If legal action is instituted to enforce this Agreement, the prevailing party at trial shall be entitled to recover costs and attorneys' fees from the non-prevailing party.

15. **SURVIVAL:** The following numerical paragraphs shall survive closing and transfer of deed to Buyer: 4, 6, 7, 8, 10, 14 and _____ (#/none).

16. **TIME:** Time is of the essence as to the entire contract.

17. **ACKNOWLEDGMENT:** The BUYER and SELLER acknowledge that a licensee in this transaction may receive a fee, salaries, compensation or other payments for services actually performed or rendered from any service provider.

18. **EXCHANGE:** BUYER and/or SELLER may elect to treat this transaction as an exchange under IRC Section 1031 at no cost or liability to the other party.

19. **REAL ESTATE COMMISSION:** The Seller/Buyer agrees to pay the real estate commission as set forth in the listing contract/Buyer Agency Agreement and any amendments thereto, and the Listing/Selling Broker agrees to pay the Selling/Listing Broker pursuant to the compensation agreement between them. Any other agreements are to be in writing and made an addendum to this offer to purchase/contract.

20. We have read this contract, understand fully, the contents thereof, understand that this is the complete content of said contract, understand that upon signing, this contract becomes legally binding, and

Buyer(s) Initials JK Date 12-29-07 Time 1538 Seller(s) Initials MN Date 01-02-08 Time 6:40 AM

Property Address: 1584 Boonefork Date 12-28-07

6 **INSPECTIONS:**

(a) **WOOD DESTROYING INSECT INSPECTION:** Prior to closing, the Buyer shall obtain and pay for (except in a VA sale where payment is to be made by Seller as required by law, VA Form 26-8850/HUD 92053), a wood destroying insect infestation inspection certificate for all improvements signed by a technician (certified by the Kentucky Division of Pesticides and employed by a duly insured and Kentucky Licensed structural pest control person). Said certificate shall clearly indicate that all improvements located on the property were inspected. Seller shall remove all personal belongings and/or debris that might obstruct a thorough inspection of the property and its improvements both on the inside and outside of the improvements.

Said certificate shall state one or more of the following: (i) that visible evidence of wood destroying insects are observed and where they were observed; (ii) that no visible evidence of infestation from wood destroying insects were observed; (iii) visible damage due to a specific wood destroying insect and the damaged location; (iv) visible evidence of previously treated infestation, which is now inactive, was observed with the location of the same noted. In the event of visible evidence as set forth above, Seller shall, at Seller's expense, have the property properly treated by a technician, as defined above, prior to closing, and present proof of said treatment to the Buyer at closing. In the event visible damage is noted, repairs shall be made by the Seller prior to closing if said repairs can be made for an amount not exceeding one (1%) percent of the sales price. However, if the cost of said repairs exceed said amount, the payment for said repair shall be negotiated in good faith between Buyer and Seller within three (3) calendar days of receipt of said certificate. If the Buyer and Seller cannot agree on payment for the repairs, this contract is voidable at the option of either party, with both parties signing a mutual release authorizing a refund of all earnest money to the Buyer.

(b) **OTHER INSPECTIONS (CHECK/INITIAL PARAGRAPH 1 OR 2)**

(1) The Buyer hereby agrees that Buyer has inspected the property, and by initialing above hereby accepts the property and its improvements in its present "as is" condition, including, but not limited to, the roof, both inside and outside, structural integrity of the improvements, appliances, heating and cooling systems, electrical system, plumbing, flooring, walls, facade, windows, basement, and paint both inside and outside, with no warranties, expressed or implied, by Seller and/or REALTORS.

OR
(2) (i) The Buyer accepts the property and its improvements in their "as is" condition as stated hereinabove in subparagraph 6(b)(1), except for the following inspections: inspections: complete property ; (complete property inspection may or may not include any of the following items) heating system ___; a/c system ___; plumbing ___; electrical systems ___; appliances ___; roof ___; structural ___; fireplace/chimney ___; septic system ___; well/cistern ___; radon ___; asbestos ___; swimming pool ___; hot tub/spa ___; lead paint ___; concrete ___; mold ___; others ___.

These inspections shall be ordered by the Buyer, and paid for by the Buyer, from a qualified inspector or inspection company, duly licensed by the Commonwealth of Kentucky, where possible. These inspections shall be completed within ten (10) calendar days of contract acceptance to determine the condition of such inspected item(s). Buyer shall notify Seller's agent, in writing, within three (3) calendar days after said inspection(s) have been completed of any repairs needed to bring the inspected item(s) to their standard operating condition, considering the quality, age, and value of such item(s). Failure to notify Seller's agent, in writing within three (3) calendar days after inspection, shall constitute an acceptance of such inspected items, in their "as is" condition, and a waiver of this inspection clause. Time is of the essence in this subsection 6(b)(2). In the event steps must be taken to bring said inspected item(s) to their standard operating condition, the cost of same shall be paid pursuant to subsection 6(b)(2)(ii).

(ii) If inspection results indicate that any inspected item is not operating, or, in some other way, is not in accordance with its standard operating condition, and if repair or other work is needed to bring such item into its standard operating condition, the payment for said repairs shall be negotiated, in good faith, between Buyer and Seller within three (3) calendar days after Buyer notifies Seller of said needed repairs. If the Buyer and Seller cannot agree on payment for the repairs, this contract is voidable at the option of either party, with both parties signing a mutual release authorizing a refund of all earnest money to the Buyer. However, Seller shall always have the option of performing all repairs to keep this contract enforceable, and the Buyer shall always have the option of accepting the item which needs repair in its "as-is" condition to keep this contract enforceable.

The parties hereto acknowledge that the REALTORS do not recommend inspectors or inspection companies. All inspections are to be ordered by the Buyer and shall be ordered from companies that are recognized in their respective industries as being qualified to make the required inspection, and licensed, where possible.

The parties hereto release the above REALTORS and real estate companies from, and waive, any and all claims arising out of or in connection with any services or products provided by any vendor.

Inspections are not to ascertain the cosmetic imperfections of the real property or personal property that the BUYER has already considered in determining the purchase price. The BUYER understands the SELLER is not required to bring property to the current building code. The BUYER understands that the SELLER is not required to perform the repairs listed in the inspector's report except as agreed in this subsection 6(b) (2) (ii). The BUYER understands and agrees that the inspector's report is not a repair list.

The BUYER has carefully examined the premises and the improvements located thereon, and in making the decision to buy the property, the BUYER is relying wholly and completely upon BUYER's own judgment and the judgement of the BUYER'S inspectors. BUYER understands that SELLER shall not be required to repair any defect disclosed on the Seller's Disclosure of Property Condition.

(c) Until closing, or date of possession, Seller agrees to maintain property, its systems, appliances and equipment in normal operating condition, and to keep the roof water-tight and to maintain the grounds.

(d) Buyer shall have the right to reinspect the property within forty-eight (48) hours prior to closing for the sole and exclusive purpose of satisfying themselves that the property is in equal or better condition than it was as of the date of the offer to purchase.

Buyer(s) initials JL Date 12-28-07 Time 11:00a
CG Date 1-12-08 Time 11:20am Seller(s) initials MN Date 01-08-08 Time 6:40 AM

Property Address: 1504 Boones Loro Rd Date 10-29-07

(e) Buyer and/or their representatives shall have reasonable access and right of entry to the premises for the purpose of conducting the above inspections. It is understood that at closing, the property is accepted by Buyer as satisfactory and the Seller and REALTOR(S) shall have no further responsibility with reference thereto to Buyer. Any representations shall terminate at the time of closing and neither Seller nor Seller's REALTOR make any representations as to operation and condition of the property and its improvements.

7. DISCLOSURES:

A. SELLER DISCLOSURE OF PROPERTY CONDITION FORM: (CHECK ONE OF THE 2 CONDITIONS)

(1) SELLER warrants that there presently exist no known defects which would materially impair the fitness of the Property for its intended use, except as disclosed on Seller's Disclosure of Property Condition Form. Said form, signed by BUYER and SELLER, is incorporated into this contract by reference.

OR

(2) The Property is new construction and the SELLER/BUILDER is providing a warranty at closing. Said warranty _____ (will/will not) be in writing. Type of builder warranty is _____.

B. AGENCY DISCLOSURE STATEMENT: The listing broker and all agents associated with the listing broker represent the Seller. Buyer and Seller acknowledge that they understand Adwille Baker, De Stover (Selling Company) and Dorothy Russell (Selling Agent) represent:

Circle One: The Seller The Buyer Both (Limited Dual Agency) Neither (Transaction Broker)

C. AGENCY DISCLOSURE: BUYER and SELLER acknowledge they have received and read a copy of the Consumer Bulletin and the Agency Disclosure Form, as required by 201 KAR 11:400.

D. LEAD-BASED PAINT HAZARDS: If the house upon subject property was built before 1978, a Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Hazards Addendum, signed by the BUYER and SELLER, shall be incorporated into this contract by reference.

E. SCHOOLS: BUYER understands that current school placements are not guaranteed and may be changed at any time. The BUYER is advised to contact the appropriate board of education.

F. SQUARE FOOTAGE: BUYER is advised that representations relating to square footage are approximate and are not warranted. The BUYER is advised to make an independent determination of square footage prior to entering into this CONTRACT.

G. PROPERTY BOUNDARY: BUYER is advised that representations verbal or written relating to the property's boundary are believed to be accurate, but are not warranted. The BUYER is advised to have a pinned and staked survey prior to closing.

H. OWNER'S TITLE INSURANCE: BUYER understands that all defects in title may not be discovered by a title examination. BUYER is advised to consult a Real Estate closing attorney regarding Owner's Title Insurance.

I. HOME WARRANTY: If a home warranty is involved at the time of purchase, the BUYER acknowledges he/she has received and read the entire HOME WARRANTY PROGRAM AGREEMENT and understands the contents of the agreement.

8. MEDIATION:

Any dispute or claim arising out of or relating to this contract, the breach of this contract, or the services provided in relation to this contract shall be submitted to mediation in accordance with the Guidelines and Procedures of the Mediation Center of Kentucky, Inc. Disputes shall include (among other things) issues relating to representations made by the BUYER, SELLER, any broker, other person or entity in connection with the sale, purchase or financing. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

The parties acknowledge that they have received, read and understand the brochure describing the MADISON COUNTY BOARD OF REALTORS Mediation Program and agree to submit disputes to the Mediation Center of Kentucky, Inc. as stated above. The parties agree that this clause survives the closing.

Buyer(s) initials JL Date 12-29-08 Time 11:00
CO Date 1-12-08 Time 11:00 Seller(s) initials MN Date 01-02-08 Time 6:40 AM

Property Address: 151 Boones Loro Rd Date 10-29-07

acknowledge receipt of same. We further acknowledge that we are not relying on any verbal statements or representations, by either the Sellers, Buyers or the REALTORS involved, including the condition of the above described property, which are not a written part of and contained in this contract, nor do such Sellers and REALTORS, expressly or implied, warrant the property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities.

Unless accepted by 9P .M. on the 31 day of Oct, 2007, this offer is null and void.

WITNESS [Signature] 11 Jan 08
Buyer Date Time

WITNESS [Signature] 1-11-08
Buyer Date Time

The above offer is (ACCEPTED) (REJECTED) at _____ .M. on the _____ day of _____, 20_____.

WITNESS [Signature] + [Signature] 01-02-08 6:40AM
Seller Date Time

WITNESS [Signature] 01-02-08 6:40AM
Seller Date Time

I (we) hereby reject Buyer's offer, however, I (we) counteroffer on the same terms set forth above, with the following additions and/or changes:

This counteroffer expires at _____ .M. on the _____ day of _____, 20_____.

WITNESS _____
Seller Date Time

WITNESS _____
Seller Date Time

The above counteroffer is (ACCEPTED) (REJECTED) at _____ .M. on the _____ day of _____, 20_____.

WITNESS _____
Buyer Date Time

WITNESS _____
Buyer Date Time

Buyer(s) Initials _____ Date _____ Time _____ Seller(s) Initials MN Date 01-02-08 Time 6:40AM

Exhibit B

Surrounding Properties		
Name	Address	Zone Classification
James & Nancy Wright	1598 Boonesborough Road Richmond, KY 40475	Agriculture (UC-7)
Mrs. Lester Ballew Lonzo & Louis Ballew	2955 Boonesborough Road Richmond, KY 40475	Agriculture (UC-7)
Joe Brandenburg Mrs. Ralph	1444 Boonesborough Road Richmond, KY 40475	Commercial (UC-5)
Robert Day	1377 Boonesborough Road Richmond, KY 40475	Agriculture (UC-7)

Exhibit B

Surrounding Properties		
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James & Nancy Wright	1598 Boonesborough Road Richmond, KY 40475	Agriculture (UC-7)
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Joe Brandenburg Mrs. Ralph	1444 Boonesborough Road Richmond, KY 40475	Commercial (UC-5)
Robert Day	1377 Boonesborough Road Richmond, KY 40475	Agriculture (UC-7)

(Louis BALLEW - 1102 EAST MAIN ST. Richmond
 Mrs. LESTER BALLEW - 505 ELLIS ST. "

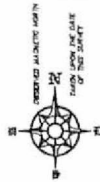
Tom BRANDENBURG - 1384 Boonesborough Rd. Richmond

James & Nancy WRIGHT - 623-7777

OWNER'S CERTIFICATION

I (we) do hereby certify that I am (we are) the owner(s) of record of the property shown and described hereon which is recorded in Deed Book 503, page 228, in the Office of the Madison County Clerk; and do hereby adopt this plan of lots for this property; and do hereby dedicate the streets and any other spaces so indicated to public use; and do establish and reserve the easements indicated for public utility and drainage purposes.

5/7/08 DATE
 [Signature] OWNERS/CLIENT(S)



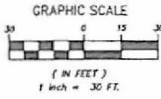
REMAINDER OF:
 TRACT II TO BE
 CONSOLIDATED WITH
 TRACT I
 HAI LE & MAI NGO
 DB 503 PG 228

CERTIFICATE OF ACCURACY

I hereby certify that the survey depicted by this plot was done by persons under my direct supervision by the method of random traverse with sideshots. The unadjusted precision ratio of the traverse was 1" : 21,592' and was not adjusted. The survey as shown hereon is a Class "A" survey and the accuracy and precision of said survey meets all the specifications of this class.

5/7/08 DATE
 [Signature] DWAYNE WHEATLEY P.L.S. #1265

- LEGEND**
- ① SET 1/2" DIA. IRON PIN (18" IN LENGTH #4 REBAR WITH YELLOW PLASTIC CAPS STAMPED "ABACUS LPLS 3265")
 - ② SET 1/2" DIA. IRON PIN (18" IN LENGTH #4 REBAR WITH YELLOW PLASTIC CAPS STAMPED "WINDS LPLS 3265")
 - ⊙ SET FIRE HALL
 - FOUND MONUMENTATION
 - UTILITY POLE
 - GATE VALVE
 - WATER METER
 - CHAIN LINK FENCE

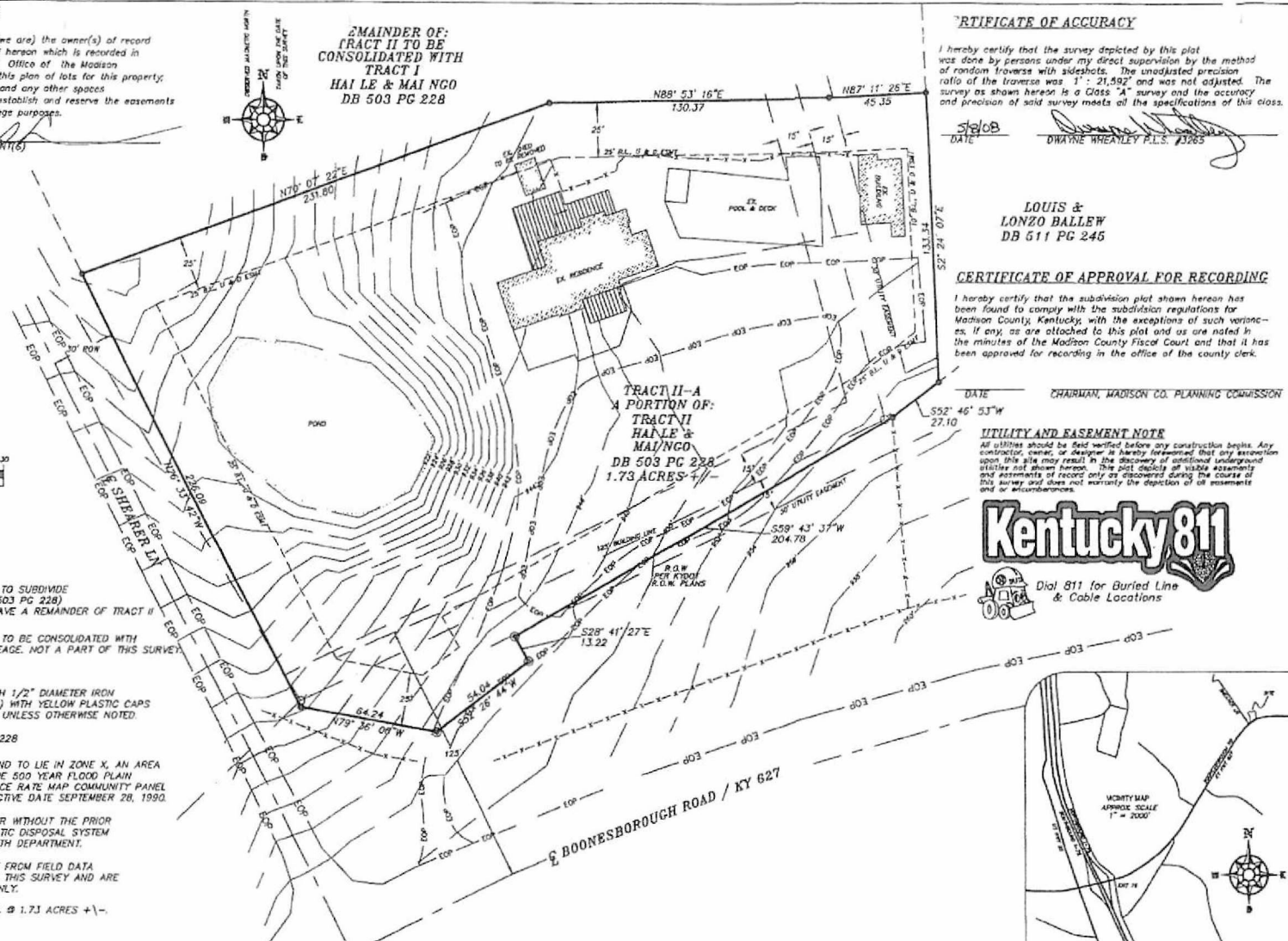


NOTES:

- 1.) THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE LANDS OF LE & NGO (DB 503 PG 228) TO CREATE TRACT II-A AND LEAVE A REMAINDER OF TRACT II AS SHOWN HEREON. THE REMAINDER OF TRACT II IS TO BE CONSOLIDATED WITH TRACT I FOR A REMAINING ACREAGE. NOT A PART OF THIS SURVEY.
- 2.) CLASS "A" SURVEY.
- 3.) ALL CORNERS ARE MARKED WITH 1/2" DIAMETER IRON PINS (18" IN LENGTH #4 REBAR) WITH YELLOW PLASTIC CAPS STAMPED "ABACUS LPLS 3265" UNLESS OTHERWISE NOTED.
- 4.) SOURCE OF TITLE: DB 503 PG 228
- 5.) THIS PROPERTY HAS BEEN FOUND TO LIE IN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 210342 0025-B EFFECTIVE DATE SEPTEMBER 28, 1990.
- 6.) NO CONSTRUCTION SHALL OCCUR WITHOUT THE PRIOR APPROVAL OF AN ON-SITE SEPTIC DISPOSAL SYSTEM BY THE MADISON COUNTY HEALTH DEPARTMENT.
- 7.) CONTOURS SHOWN HEREON ARE FROM FIELD DATA TAKEN DURING THE COURSE OF THIS SURVEY AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
- 8.) SMALLEST TRACT IS TRACT II-A @ 1.73 ACRES +/-.

CLIENT(S):
 JEREMY JACKSON
 114 N. 3RD STREET
 Richmond, KY 40475
 (859) 623-0489

OWNER(S):
 HAI LE & MAI NGO
 4645 W. ANN RD, #102
 N. Las Vegas, NV, 89031



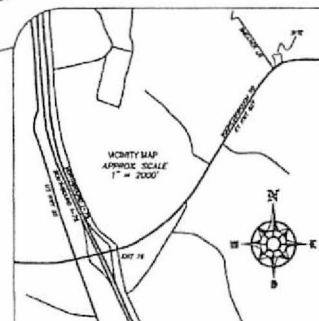
LOUIS &
 LONZO BALLEW
 DB 511 PG 245

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plot shown hereon has been found to comply with the subdivision regulations for Madison County, Kentucky, with the exceptions of such variances. If any, as are attached to this plot and as are noted in the minutes of the Madison County Fiscal Court and that it has been approved for recording in the office of the county clerk.

DATE: 5/7/08
 CHAIRMAN, MADISON CO. PLANNING COMMISSION

UTILITY AND EASEMENT NOTE
 All utilities should be field verified before any construction begins. Any contractor, owner, or designer is hereby forewarned that any excavation upon this site may result in the discovery of additional underground utilities not shown hereon. This plat depicts all visible easements and encroachments of record only as discovered during the course of this survey and does not warrant the depiction of all easements and/or encroachments.



Signed: [Signature] DWAYNE WHEATLEY P.E. 19640	Signed: [Signature] DWAYNE WHEATLEY L.S. 3265	Abacus Engineering & Land Surveying 236 Boggs Lane, Suite 4 Richmond, KY 40475 P: (859) 625-1200 - F: (859) 625-1207	Project No.: 08-048 Scale: 1" = 30' Drawn by: JMR Checked by: DW Date of Survey: 5/3/08 Date of Plat: 5/3/08 Date of Revision: 5/7/08
<p>MINOR PLAT for JEREMY JACKSON Property at 1584 BOONESBOROUGH ROAD Richmond, Madison County, Kentucky</p>			