

Lexington Fayette Urban County Government
Department of Public Works and Development
Division of Engineering

MEMORANDUM OF UNDERSTANDING

County: FAYETTE	Item No.	Parcel No.
Project No:	Project Name: Wilderness Road/Woodward Lane Sanitary Sewers	Property Address: 725 Woodward Lane

Property Owner(s): Matthew T. Presby

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied 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 related deed conveys the following interests and amounts of real property as shown on the official plans:

land acquired in fee simple	<u>0</u>	Sqft.
permanent easement	<u>828</u>	Sqft.
temporary easement	<u>653</u>	Sqft.
excess property in fee simple	<u>0</u>	Sqft.

The total consideration to be paid for the property conveyed is \$ 0.00. This 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 and a cost to cure payment to replace the following items:

- This is a total acquisition
 This is a partial acquisition

The remaining property will have the following access to the proposed highway improvement:

- Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owners (proposed highway access is by permit).
 Access at designated points as shown on the plans (proposed highway access is limited).
 No access (proposed highway access is fully controlled).
 The remaining property will be landlocked by this acquisition.

- No improvements are being acquired.
 Improvement(s) is/are being acquired.

The disposition of the acquired improvement(s) will be as follows:

- The LFUCG receives title to the improvement(s).
 The LFUCG receives title to the improvement(s), but for the salvage value of \$_____
the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Owners regain the title. *Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners being authorized to start the removal.*

If any improvements are being acquired, the Property Owners understand they will not be required to vacate or move personal property from any improvement in less than 90 days from the date of receiving the written offer of relocation assistance. The Property Owners further understand that before being required to vacate or move personal property, they will be given a 30 day written notice that will specify the date they must be completely clear of the improvement. **However, until the acquisition is final, the property owner is responsible for maintenance and repairs of the property.**

The Property Owners will assist in obtaining necessary releases of all mortgages, liens or other encumbrances on the property conveyed. They will pay direct all taxes due for the year in which the LFUCG receives title to the property and, upon submission of the paid receipt, will be reimbursed a pro-rata portion of these property taxes. Also, they will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the LFUCG and upon submission of properly supported paid receipts, will be reimbursed. *All reimbursement claims must be deemed fair, necessary and properly supported for payment.*

In addition, the parties agree as follows:

The temporary construction easement within this agreement is for the sole purpose of providing the LFUCG contractor and/or sub-contractor the necessary area to accomplish their work. The temporary construction easement does not include rights for utility relocations outside of the right-of-way limits. Any property that is disturbed will be restored to as good a condition or better than when the construction began.

As owners of the property to be conveyed, we request payment be made as follows:

Please print the following information:

Name:		Name:	
Address:		Address:	
Phone No:		Phone No:	
SSN:	Amt. of check \$	SSN:	Amt. of check \$
Name:		Name:	
Address:		Address:	
Phone No:		Phone No:	
SSN:	Amt. of check \$	SSN:	Amt. of check \$
Name:		Name:	
Address:		Address:	
Phone No:		Phone No:	
SSN:	Amt. of check \$	SSN:	Amt. of check \$

Mortgage Company: _____
 Address: _____

Account Number: _____
 Amount of outstanding balance: _____
 Phone number: _____
 Contact name: _____

This Memorandum of Understanding, together with the Right of Way Plans, the Deed of Conveyance and any other documents referenced in these instruments, represent all the terms and conditions of the agreement between the Lexington-Fayette Urban County Government and the Property Owners, which was reached without coercion, threats or other promises by either party.

By their signature on this document, the agent representing the Lexington Fayette Urban County Government certifies that they have no direct, indirect, present or contemplated interest in this property and in no way will benefit from this acquisition.

This Memorandum of Understanding was signed this 14 day of FEBRUARY, ²⁰¹⁴~~2010~~

Signature of Agent(s) for Lexington Fayette Urban County Government		Signature of Property Owner(s)
		<i>Mark Purdy</i>