

RESOLUTION NO. 227 -2014

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CERTIFICATE OF CONSIDERATION AND ACCEPT A DEED CONVEYING PERMANENT SANITARY SEWER AND TEMPORARY CONSTRUCTION EASEMENTS FROM WILLIAM E. SULLIVAN AND R. V. SULLIVAN, FOR THE PROPERTY LOCATED AT 737 WOODWARD LANE, FOR THE WILDERNESS ROAD/WOODWARD LANE SANITARY SEWER PROJECT, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$3,000.00, PLUS USUAL AND APPROPRIATE CLOSING COSTS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Certificate of Consideration and to accept a Deed conveying permanent sanitary sewer and temporary construction easements from William E. Sullivan, Jr. and R. V. Sullivan, for the property located at 737 Woodward Lane, for the Wilderness Road/Woodward Lane Sanitary Sewer.

Section 2 – That an amount, not to exceed the sum of \$3,000.00, be and hereby is approved for payment to William E. Sullivan, Jr. and R. V. Sullivan, plus usual and appropriate closing costs, all from account #4003 303401 92811, at the time of closing.

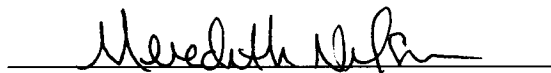
Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 8, 2014

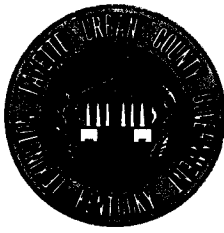
MAYOR



ATTEST:



CLERK OF URBAN COUNTY COUNCIL



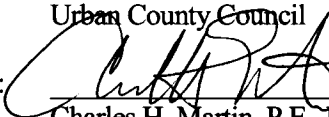
Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL QUALITY

Jim Gray
Mayor

Charles H. Martin, P.E.
Acting Commissioner

Memorandum

To: Mayor Jim Gray
Urban County Council

From: 
Charles H. Martin, P.E., Director
Division of Water Quality

Date: April 8, 2014

Re: Easement Acquisition for Wilderness Road/Woodward Lane Sanitary Sewer Project
(737 Woodward Lane)

The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed of easement from the owner of record of 737 Woodward for easements on that property, which are needed for the Wilderness Road/Woodward Lane Sanitary Sewer Project. Cost will be \$3,000.00 in cash payment to property owner. Funds are budgeted in 4003-303401-3423-92811.

Questions regarding this agreement should be directed to Bill Bowie at 425-3424.

pc: Charles Martin, P.E., Acting Commissioner of Public Works and Environmental Quality
Rodney Chervus, P.E., Collection and Conveyance Manager, Division of Water Quality
Todd Slatin, Director, Division of Central Purchasing
LaJoyce Mullins-Williams, Project Engineering Coordinator, Division of Water Quality
William Bowie, P.E., P.L.S., Municipal Engineer Senior, Division of Water Quality

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: 737 Woodward Lane

Property Owner(s): William E. Sullivan, Jr. and R.V. Sullivan

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 permanent and temporary easement interests in real property as shown on the official plans, and the total monetary consideration to be paid for the property interests conveyed is \$ 3,000.00. In addition, LFUCG will secure the services of a professional land surveyor for the purpose of performing a property survey of 737 Woodward Lane. 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.*

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: <i>William E. Sullivan EXEC</i>		Name:	
Address: <i>1101 Pepperhill Circle Lex, Ky 40502</i>		Address:	
Phone No: <i>859-619-9147</i>		Phone No:	
SSN: <i>405-78-9847</i>	Amt. of check \$ <i>3,000.00</i>	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: NONE
 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 4/11 day of _____, 2014

Signature of Agent(s) for Lexington Fayette Urban County Government		Signature of Property Owner(s)
