

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

MEMORANDUM OF UNDERSTANDING

COUNTY Fayette FEDERAL NO. \_\_\_\_\_  
PROJECT NO. 272 Derby Drive Maintenance Access to Headwall  
ROAD NO. 272 Derby Drive  
PARCEL NO. 1 FEDERAL NO. \_\_\_\_\_

Dear Mr. Miller:

September 17, 2013

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 \$ 2,475.00. This consideration includes a cost-to-cure payment to replace the following items: NONE

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 0 sq. ft. of land; 1,290 sq. ft. of permanent easement(s); 0 sq. ft. of construction easement(s); 0 sq. ft. of temporary easements(s); and 0 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: Erik Miller  
Address: 272 Derby Dr.  
Lexington KY 40503  
Social Security No.: 404087396  
Amount of Check: \$ 2475  
Phone Number (606) 232-9079

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 14 day of October, 2013

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Benjamin Kuhn  
Negotiator  
Municipal Engineer, Senior  
Title

PROPERTY OWNERS' SIGNATURES

Erik Miller  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION NO. 257 -2009

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CERTIFICATE OF CONSIDERATION AND TO ACCEPT A DEED FOR THE PROPERTY LOCATED AT 272 DERBY DRIVE FROM ERIK MILLER, FOR THE DERBY DRIVE STORM WATER IMPROVEMENT PROJECT, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$118,300.00, PLUS USUAL AND APPROPRIATE CLOSING COSTS.

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

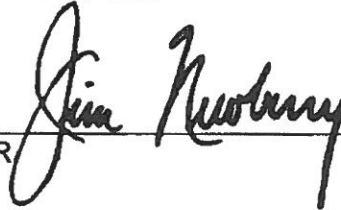
Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute a certificate of consideration and to accept a Deed for the property located at 272 Derby Drive from Erik Miller, for the Derby Drive Storm Water Improvement Project.

Section 2 – That an amount, not to exceed the sum of \$118,300.00, be and hereby approved for payment to Erik Miller plus usual and appropriate closing costs, all from account #2522 – 303204 - 92211, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: April 9, 2009

MAYOR



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ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: April 16, 2009-1t





205-09

Mayor Jim Newberry  
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**  
Division of Water Quality

**MEMORANDUM**

To: Mayor Jim Newberry  
Urban County Council

From: James R. Wray  
Engineering Technician Principal

Date: February 25, 2009

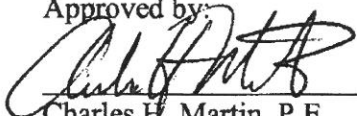
Re: Resolution Authorizing Acceptance of Deed  
Project No: 502 – Derby Drive Storm Water Project


The purpose of this memorandum is to request a resolution authorizing the acceptance of a deed for the acquisition of 272 Derby Drive. The deed will be from Erik Miller at a cost of \$118,300.00 for the acquisition of the entire property. The purchase price is based on the appraisal obtained by the Division of Water Quality.

The purpose of the acquisition is for storm water management and mitigation to the existing watershed. Recommendation for the purchase comes from the Division of Water Quality staff. The DWQ staff concur that acquisition of the property would allow for positive storm water mitigation in the immediate area as well as downstream.

Funds for the payment are currently budgeted in 2522-303204-3334-92211.

Approved by:

  
\_\_\_\_\_  
Charles H. Martin, P.E.  
Director, Division of Water Quality

  
\_\_\_\_\_  
Cheryl A. Taylor  
Commissioner, Department of  
Environmental Quality

Attachments

c/w att: Darryl G. Bennett, P.E.      Glenda George      Cassie Felty      Cristeta Cortez, P.E.      File

09.P502.406.bluesheet272derbydr

HORSE CAPITAL OF THE WORLD

101 East Vine Street Lexington, KY 40507 (859) 425-2400 LexCall (859) 425-2255 www.lfucg.com

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

## MEMORANDUM OF UNDERSTANDING

County: FAYETTE	Item No.	Parcel No. 1
Project No: 502	Project Name: Derby Drive Stormwater Improvement Project	Property Address: 272 Derby Drive

Property Owner(s): Erik Miller  
 272 Derby Drive  
 Lexington, KY 40503

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 deed conveys this amount of property as shown on the official plans:  
 land acquired in fee simple – 272 Derby Drive

The total consideration to be paid for the property conveyed is \$ 116,600.00. 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 Owner (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 improvement is 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 Owner agrees 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 owner regains title. *In the case where a tenant occupies an improvement, they must be afforded ample time to relocate prior to the owner being authorized to start the removal.*



The Property Owner(s) understand they will vacate and/or move personal property from the improvements and give possession to the LFUCG not later than the date of closing. If the property is owner-occupied, the LFUCG will make an additional payment of \$1,700.00 at closing, for relocation expenses.

The Property Owner(s) will pay all taxes due on and for the property and will obtain all necessary releases of mortgages, liens or other encumbrances thereon. The LFUCG will reimburse owners for a pro-rate portion of any pre-paid real property taxes.

The Property Owner (s) 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 they will be reimbursed. *All reimbursement claims must be deemed fair, necessary and properly supported for payment.*

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

**Please print the following information:**

Name: Erik Miller		Name:	
Address: 272 Derby Dr. Lexington KY 40503		Address:	
Phone No: (606) 232-9079		Phone No:	
SSN:	Amt. of check \$ 118,300.00	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: Citi Mortgage  
Address: \_\_\_\_\_

Account Number: \_\_\_\_\_  
Amount of outstanding balance: \_\_\_\_\_  
Phone number: 1-800-283-7918  
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 Owner(s), 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 17 day of December, 2008

Signature of agent(s) for Lexington Fayette Urban County Gov.		Signature of Property Owner(s)
