

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT  
DIVISION OF WATER QUALITY  
DEPARTMENT OF ENVIROMENTAL  
QUALITY & PUBLIC WORKS

MEMORANDUM OF UNDERSTANDING

COUNTY Fayette ITEM NO. \_\_\_\_\_  
PROJECT NO. 1000 - Roland Avenue Stormwater Improvements  
ROAD NAME 721 Roland Avenue  
PARCEL NO. 1 FEDERAL NO. \_\_\_\_\_

**COPY**

Property Owner: William and Rena Arnold

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 \$ 9,800.00. 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 (acres - sq. ft.) of land; 3911 (acres - sq. ft.) of permanent easement(s); 0 (acres - sq. ft.) of construction easement(s); 0 (acres - sq. ft.) of temporary easements(s); and 0 (acres - 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: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Amount of Check: \$ \_\_\_\_\_

Phone Number \_\_\_\_\_

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 27<sup>th</sup> day of JULY, 2012

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

*[Signature]*  
Negotiator  
*[Signature]*  
LFUCA-DWA-Project Engr. Coordinator

PROPERTY OWNERS' SIGNATURES

*[Signature]*  
*[Signature]*

Title

*[Handwritten note]*  
PROPERTY OWNERS AGREE TO DONATE  
PERMANENT EASEMENT AT NO COST  
TO LFUCG. RA. *[Signature]*