

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

MEMORANDUM OF
UNDERSTANDING

Project Name: Marquis & Park Avenue Sanitary Sewer Replacement Project
Address: 1100 Nicholasville Road, Lexington, KY 40503
DB: 114 Page: 245 Cabinet Slide:
PVA Parcel ID: 4018930 Lot:
Subdivision:

Property Owner:

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 \$ 1.00. This consideration includes a cost-to-cure payment to replace the following items:

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/easement will convey approximately 13,475 (sq. ft.) of land; 13,475 (sq. ft.) of permanent easement(s); 19,375 (sq. ft.) of construction easement(s); 8,829 (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:

Any property that is disturbed will be restored to an equal to or better condition than when the construction began.

You must be the Owner of the property at the time the deed/easement is signed in order to grant the interest required by LFUCG and to receive the compensation indicated in this MOU.

We, owners of the property identified above, request the checks for payment be made as follows:

PLEASE PRINT THE FOLLOWING INFORMATION:

Name: University of Kentucky

Name: _____

Address: 107 Main Building

Address: _____

Lexington, KY 40506-0032

Social Security No.: _____

Social Security No.: _____

Amount of Check: \$ _____

Amount of Check: \$ _____

Phone Number _____

Phone Number _____

The above, together with the sanitary sewer 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 _____ day of _____, 20__.

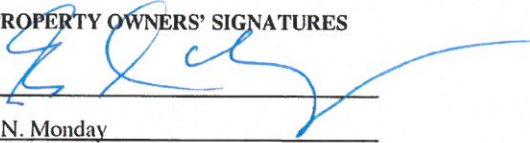
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By:



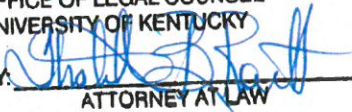
Agent for LFUCG Consultant

PROPERTY OWNERS' SIGNATURES



Eric N. Monday
Executive Vice President for Finance
and Administration

EXAMINED FOR FORM & LEGALITY
OFFICE OF LEGAL COUNSEL
UNIVERSITY OF KENTUCKY

BY: 
ATTORNEY AT LAW