

RESOLUTION NO. 594 - 2014

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CERTIFICATE OF CONSIDERATION AND TO ACCEPT A DEED OF EASEMENT FROM KAREN COSGROVE FOR THE PROPERTY LOCATED AT 729 WOODWARD LANE, FOR THE WILDERNESS ROAD/WOODWARD LANE SANITARY SEWER PROJECT, AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$1,000.00.

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 of Easement from Karen Cosgrove, for the property located at 729 Woodward Lane, for the Wilderness Road/Woodward Lane Sanitary Sewer Project.

Section 2 – That an amount, not to exceed the sum of \$1,000.00, be and hereby is approved for payment to Karen Cosgrove, from account # 4003 – 303401 – 92811.

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

PASSED URBAN COUNTY COUNCIL: October 23, 2014


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
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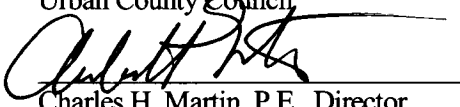
Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL QUALITY

Jim Gray
Mayor

David L. Holmes
Commissioner

Memorandum

To: Mayor Jim Gray
Urban County Council

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

Date: September 11, 2014

Re: Easement Acquisition for Wilderness Road/Woodward Lane Sanitary Sewer Project
(729 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 729 Woodward for easements on that property, which are needed for the Wilderness Road/Woodward Lane Sanitary Sewer Project. Payment to property owner will be \$1,000.00. Funds are budgeted in 4003-303401-3423-92811.

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

pc: Rodney Chervus, P.E., Collection and Conveyance Manager, Division of Water Quality
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: 729 Woodward Lane |

Property Owner(s): Karen Cosgrove (aka Karen Nichol)

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 | 0 | Sqft. |
| permanent easement | 915 | Sqft. |
| temporary easement | 828 | Sqft. |
| excess property in fee simple | 0 | Sqft. |

The total consideration to be paid for the property conveyed is \$ 1,000.00 . In addition, the property owner will not have to pay LFUCG a tap-on permit fee when connection to the sanitary sewer system is performed by the property owner in the immediate future. 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>Karen Cosgrove</i> | | Name: | |
| Address: <i>729 Woodward Lane Lexington, KY 40509</i> | | Address: | |
| Phone No: <i>859-621-8969</i> | | Phone No: | |
| SSN: <i>127-68-4596</i> | Amt. of check \$ <i>1,000.00</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: N/A
 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 25 day of August, 2014

| Signature of Agent(s) for Lexington Fayette Urban County Government | | Signature of Property Owner(s) |
|--|--|--------------------------------|
| | | <i>Karen Cosgrave</i> |
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