

# Letter of Transmittal

Integrated Engineering 1716 Sharkey Way, Suite 200 Lexington, KY 40511 Phone: (859) 368-0145 www.int-engineering.com

то:		DATE: November 20, 2013			
Greg Lubeck, PE Lexington-Fayette Urban County Government			IE JOB #: 130043		
Division of Water Quality  125 Lisle Industrial Boulevard  Lexington, KY 40511		RE: Perimeter Park Stormwater Improvements – Signed MOUs			
		Delivered Via: US Mail			
WE ARE SENDI	ING YOU:	Attached	☐ Deliverables	☐ Proposal	☐ Contract
		☐ Urgent	☐ For Review	☐ Please Comment	☐ Please Reply
☐ For Approval		□ Other			
COPIES	DATE		Di	ESCRIPTION	
1	11/20/	13	Signed MOUs (4 Original Copies)		
Comments: Greg,  Here are the 4 original MOU copies for you to send for approval from Council. Please let me know if you need anything else. Thanks!					
THERES:					
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SIGNED:

Eddie Mesta - Integrated Engineering, PLLC

MEMORANDUM OF UNDERSTANDING

Project Name:	Perimeter Park Stormwater Improvements	
Address: 650 Pe	rimeter Drive; Lexington, KY 40517	
DB: <u>1331</u> Page:	667 Cabinet Slide: D-545	
PVA Parcel ID:	20011390 Lot: 8-Block A_	
Subdivision:	Perimeter Office Park Subdivision	

### Property Owner:

Name: \_

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 \$\_\_\_\_\_0 \_\_\_\_. 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 will convey approximately 0 (acres - sq. ft.) of land; 2003 (sq. ft.) of permanent easement(s); 1334 (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:

Any property that is disturbed will be restored to an equal to or better condition 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:

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Address:	Address:
Social Security No.:	Social Security No.:
Amount of Check: \$	Amount of Check: \$
Phone Number	Phone Number
conditions were reached without coercion, threats or other p	Il the terms and conditions of the proposed agreement. These terms and promises by either the Property Owner or the Negotiator(s) representing have no direct, indirect, present or contemplated interest in the property

This Memorandum of Understanding was prepared and signed this 200 day of November, 20 3.

LEXINGTON-FAYETTE UKBAN	PROPERTY OWNERS SIGNATURES
COUNTY GOVERNMENT	11 11 11 11 11
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Negotiator:	The market
Eddie Mesta	
Title: Project Manager – Integrated Engineering, PLLC	

MEMORANDUM OF UNDERSTANDING

Project Name:	Perimeter Park Stormw	ater Improvements
Address: 633 M	t Tabor Road; Lexington, R	CY 40517
DB: <u>1253</u> Page:	188 Cabinet Slide: B-54	40
PVA Parcel ID:	21724600 Lot:	
Subdivision:	Fister Property	

## Property Owner:

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

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

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 \$ \_\_\_\_\_0 \_\_\_. 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 will convey approximately <u>0</u> (acres – sq. ft.) of land; <u>781</u> (sq. ft.) of permanent easement(s); <u>520</u> (sq. ft.) of construction easement(s): <u>0</u> (acres – sq. ft.) of temporary easements(s); and <u>0</u> (acres – sq. ft.) excess property (uneconomic remnant).

Address: \_\_\_

Social Security No.:

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.

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

# PLEASE PRINT THE FOLLOWING INFORMATION:

Amount of Check: \$ Am	ount of Check: \$
Phone Number Phone	ne Number
The above, together with the right of way plans, represent all the terms and conditions were reached without coercion, threats or other promis representing the LFUCG. The LFUCG Negotiator(s) certifies that they have the property and in no way benefit from this acquisition.	ses by either the Property Owner or the Negotiator(s) are no direct, indirect, present or contemplated interest in
This Memorandum of Understanding was prepared and signed this 20	day of <u>Navine</u> , 2013.
Negotiator:  Eddie Mesta  Title: Project Manager – Integrated Engineering, PLLC	PROPERTY OWNERS' SIGNATURES

MEMORANDUM OF UNDERSTANDING

Project Name:	Perimeter Park Stormwater Improvements
Address: 698 Pe	rimeter Drive; Lexington, KY 40517
DB: <u>2799</u> Page:	322 Cabinet Slide: D-694
PVA Parcel ID:	20011410 Lot: 10-Block 5
Subdivision:	

Name:

# 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 \$\_\_\_\_\_0 \_\_\_. 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 will convey approximately <u>0</u> (acres – sq. ft.) of land; <u>319</u> (sq. ft.) of permanent easement(s); <u>211</u> (sq. ft.) of construction easement(s): <u>0</u> (acres – sq. ft.) of temporary easements(s); and <u>0</u> (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:

- LFUCG will provide (3) 6-inch perforated drain stub outs within the proposed storm inlet that is to be constructed at the northeast corner of the subject property to provide the property owner a connection for a subgrade drainage piping system.
- 2. Any property that is disturbed will be restored to an equal to or better condition 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:

Title: Project Manager - Integrated Engineering, PLLC

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 and conditions were reached without coercion, threats or other representing the LFUCG. The LFUCG Negotiator(s) certifies that the property and in no way benefit from this acquisition.  This Memorandum of Understanding was prepared and signed this	r promises by either the Property Owner or the Negotiator(s) at they have no direct, indirect, present or contemplated interest in
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT Negotiator: Eddie Mesta	PROPERTY OWNERS' SIGNATURES

MEMORANDUM OF UNDERSTANDING

Project Name:	Perimeter Park Stormwater Improvements
Address: 2351 A	lumni Drive
DB: <u>1331</u> Page:	610 Cabinet Slide: <u>N-664</u>
PVA Parcel ID: 0	4023340 Lot: <u>Parcel 3</u>
Subdivision:	Downing, JM Property

Property Owner:

Name:

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The total consideration to be paid for the property encumbered with the easement is \$\_\_\_\_\_0\_. 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 will convey approximately  $\underline{0}$  (acres – sq. ft.) of land;  $\underline{683}$  (sq. ft.) of permanent easement(s);  $\underline{580}$  (sq. ft.) of construction easement(s):  $\underline{0}$  (acres – sq. ft.) of temporary easements(s); and  $\underline{0}$  (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.

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

## PLEASE PRINT THE FOLLOWING INFORMATION:

Address:	00 000 4 6 6 6 6 0 0 0 0 0 0 0 0 0 0 0 0
Social Security No.:	
Amount of Check: \$	Amount of Check: \$
Phone Number	Phone Number
그렇게 되었다. 이 아이를 가게 하면 하는 사람이 되었다. 그런 사람들이 아니는 사람들이 되었다. 그런 사람들이 나를 보다 그렇게 하는 것이다.	ns, represent all the terms and conditions of the proposed agreement. These terms and reats or other promises by either the Property Owner or the Negotiator(s) representing

Name: \_

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 20th day of November, 2013.

LEXINGTON FAYETTE URBAN

Negotiator:

Title: Project Manager - Integrated Engineering, PLLC

PROPERTY OWNERS' SIGNATURES

GILBERT H. ROUSE

TRUSTEE CHAIRPERSON

09.P000.406.6283easement