

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

MEMORANDUM OF
UNDERSTANDING

Project Name: Paradise Lane Pump Station and Force Main
Address: 2264 Liberty Road, Lexington, KY
DB: 2913 Page: 590 Cabinet Slide:
PVA Parcel ID: 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 \$14,000. This consideration includes a cost-to-cure payment to replace the following items: N/A.

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 7,075 (sq. ft.) of land; 3,153 (sq. ft.) of permanent easement(s); 14,300 (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:

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:

Name: Fayette County Public Schools
Address: 701 East Main Street, Lexington, KY 40502

Name: _____
Address: _____

Social Security No.: _____

Social Security No.: _____

Amount of Check: \$ 14,000

Amount of Check: \$ _____

Phone Number (859) 381-4100

Phone Number _____

Email bill.wallace@fayette.kyschools.us

Email _____

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 _____ day of _____, 20____.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT NEGOTIATOR(S)

Rooney E. Chervus
Rooney E. Chervus, Cou. &
Comm. MGR

PROPERTY OWNERS' SIGNATURES

[Signature]
Emmanuel Caulk, Superintendent

(NAME AND TITLE)

MQT
7/22/16

NRN
7/27/16