

Lexington Fayette Urban County Government
 Department of Environmental Quality and Public Works
 Division of Water Quality

MEMORANDUM OF UNDERSTANDING

County: FAYETTE	Item No.	Parcel No.
Project No:	Project Name: Hillenmeyer Pump Station Decomission	Property Address: 2601 Leestown Road

Property Owner(s): Whitesburg Redevelopment Co., Ltd
 300 W Vine Street, Suite 2200
 Lexington, Kentucky 40507

This Memorandum of Understanding contains all the representations, terms, conditions, and agreements made 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 deed conveys a permanent and a temporary construction easement as shown on the attached Exhibit A (20' proposed sanitary sewer easement), Exhibit B (50' temporary construction easement), and the legal description for the proposed sanitary sewer easement and the temporary construction easement. The total compensation to be paid for the easements is \$8,472.00.

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. The temporary easement shall terminate at the completion of the project.

The LFUCG requests permission to access the property, within the temporary construction easement, for the purposes of performing rock soundings associated with a Geotechnical Investigation.

As owner of the property to be conveyed, we request payment be made as follows:

Whitesburg Redevelopment Co., Ltd
 300 W Vine Street, Suite 2200
 Lexington, Kentucky 40507

This Memorandum of Understanding, together with the Construction 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 Owner(s), 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 _____ day of _____, 2014

Signature of agent(s) for Lexington Fayette Urban County Gov.		Signature of Property Owner(s)