

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM OF
UNDERSTANDING

COUNTY Fayette ITEM NO. _____
PROJECT NO. 468 - Wilderness Rd./Woodward Ln. Sanitary Sewer
ROAD NAME 562 Wilderness Rd.
PARCEL NO. 25 FEDERAL NO. _____

Property Owner: Edna J. Potts

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 \$ 0.00. 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 N/A (acres - sq. ft.) of land; 1555 sq. ft. of permanent sanitary sewer easement(s); 829 (acres - sq. ft.) of construction easement(s); N/A (acres - sq. ft.) of temporary easements(s); and N/A (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: In addition any property that is disturbed will be restored to as good a condition or better 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: Edna Potts
Address: 562 Wilderness Rd.
Lex, KY 40509
Social Security No.: N/A
Amount of Check: \$ N/A
Phone Number (859) 227-9530

Name: _____
Address: _____
Social Security No.: _____
Amount of Check: \$ _____
Phone Number _____

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

PROPERTY OWNERS SIGNATURES

Edna Potts

Philip D. Overstreet
Negotiator

Engineering Technician Sr.
Title

