

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

COUNTY Fayette ITEM NO. \_\_\_\_\_  
PROJECT NO. 615 - Cardinal Lane Stormwater Improvements  
ROAD NAME 631 Cardinal Lane  
PARCEL NO. 1 FEDERAL NO. \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Property Owner: George W. Birk III

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 \$ 150.00. This consideration includes a cost-to-cure payment to replace the following items: NONE

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; 28 (sq. ft.) of permanent easement(s); 0 (acres - 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: 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: <u>George W. Birk</u>	Name: _____
Address: <u>1248 STANDISH WAY</u>	Address: _____
<u>LEXINGTON, KY. 40504</u>	_____
Social Security No.: <u>079-36-1233</u>	Social Security No.: _____
Amount of Check: \$ <u>150.00</u>	Amount of Check: \$ _____
Phone Number <u>859-333-5295</u>	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 7<sup>th</sup> day of August, 2012.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

Negotiator

Mark W. Fischer  
Mark W. Fischer

Title

Municipal Engineer Senior

PROPERTY OWNERS' SIGNATURES

George W. Birk  
\_\_\_\_\_  
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