

FAYETTE CO, KY FEE \$331.00  
STATE OF KY DEED TAX - AMOUNT \$275.00  
PRESENTED/LODGED: 11/03/2023 10:31:35 AM  
HALLIE WOOSLEY, DEPUTY CLERK  
BK: DB 4044  
PG: 456-462

SUSAN LAMB  
COUNTY CLERK

202311030050



### GENERAL WARRANTY DEED

This **GENERAL WARRANTY DEED** is made and entered into this 3rd day of November, 2023, by and between **SOUTHLAND 299, LLC, a Kentucky limited liability company**, 138 Forest Avenue, Lexington, Kentucky 40508 ("Grantor") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 ("Grantee"); the Grantee's address is the mailing and tax in-care-of address for the current tax year.

### WITNESSETH:

That for and in consideration of payment of the sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$275,000.00)**, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, in fee simple, its successors and assigns forever, all the following described property located in Fayette County, Kentucky, and more fully described as follows, to-wit:

**SOUTHLAND WOLF RUN**  
**STORMWATER IMPROVEMENT PROJECT**  
**293 SOUTHLAND DRIVE**  
**(FORMERLY A PORTION OF 299 SOUTHLAND DRIVE)**

A tract or parcel of land situated Southeast of Norfolk Southern Railway and Northeast of Southland Drive in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

**BEGINNING AT A POINT**, in the northeastern right-of-way of Southland Drive and the Southeastern right-of-way of Norfolk Southern Railway, a corner to Lot 1, as shown on Plat Cabinet C, Slide 422, of record in the Fayette County Clerk's Office; thence with Southland Drive, South 43 Degrees 10 Minutes 25 Seconds East, a distance of 13.40 feet to a point in the line common with 293 and 297 Southland Drive and being the **TRUE POINT OF BEGINNING**; thence leaving the Southland Drive right-of-way with a new line common with 297 Southland Drive, North 18 Degrees 07 Minutes 21 Seconds West, a distance of 114.41 feet to a point in the line of 1877 Pensacola Drive; thence with the said line, South 58 Degrees 35 Minutes 37 Seconds East, a distance of 145.94 feet to a point in the line of 170 Goodrich Avenue and 287 Southland Drive; thence with the line of 287 Southland Drive, South 31 Degrees 38 Minutes 35 Seconds West, a distance of 108.80 feet to a point in the existing Service Road; thence with said Service Road, 40.71 feet along a curve to the left, having a radius of 37.15 feet and a chord which bears, South 78 Degrees 27 Minutes 26 Seconds West, a distance of 38.71 feet to a point in the northeast right-of-way of Southland Drive; thence with Southland Drive right-of-way, North 43 Degrees 10 Minutes 25 Seconds West, a distance of 102.99 feet to the **TRUE POINT OF BEGINNING**, and containing 0.35 Acres (15,448 sq. ft.); and,

Being all of Lot No. 2, as shown on the Public Acquisition, Easement, Non-Building and Administrative Action Amended Minor Plat, Southland Plaza Subdivision, Unit 1, Block A, Lot 1, (Southland 299, LLC Property), (formerly 299 Southland Drive) of record in Plat Cabinet S, Slide 445, of the Fayette County Clerk's Office; further being known and designated as 293 Southland Drive; and,

Being the same property conveyed to Southland 299, LLC, a Kentucky limited liability company, by deed dated January 9, 2009, of record in Deed Book 2853, Page 703, in the Fayette County Clerk's Office.

There is **RESERVED** a general access easement for the purpose of egress and ingress of Lot 2 (now known as 293 Southland Drive) for utility and billboard maintenance/repair contained on Lot 1 (now known as 297 Southland Drive). The owner of the fee simple interest in Lot 2 shall have the right to designate a reasonable course through which owner of the general access easement, and its employees, agents, contractors, and invitees, must follow across Lot 2 in order to access Lot 1 (now known as 297 Southland Drive).

**TO HAVE AND TO HOLD** the above-described property together with all rights, appurtenances, and improvements thereunto belonging unto the Grantee, its successors and assigns, forever, in fee simple.

Grantee agrees that, throughout the reasonable life of any infrastructure facilities developed under the Kentucky Drinking Water and Wastewater Grant Program Project, it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto; keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Kentucky Infrastructure Authority. However, the Grantee may enter into agreements with third parties for the implementation, operation, and management of the Project, with any agreement subject to the approval of the Authority.

And the Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title and interest in and to the above described property, including all exemptions allowed by law, and does hereby covenant to and with said Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has a good and perfect right to sell and convey the same as

herein done, that said property is free and clear of all encumbrances of whatsoever nature, except as provided herein, and with said exceptions, Grantor will **WARRANT GENERALLY** the title thereto.

**CONSIDERATION CERTIFICATE**

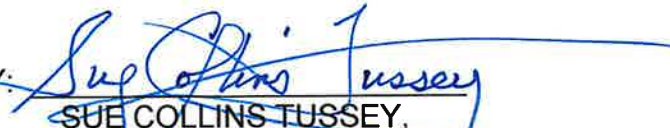
The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$275,000.00. Grantee joins in this Deed for the sole purpose of certifying the consideration, as authorized by Resolution No. 262-2023 passed by the Lexington-Fayette Urban County Council on May 11, 2023.

**IN WITNESS WHEREOF**, the parties have hereto signed this deed this the day and year first above written.

**GRANTOR:**

SOUTHLAND 299, LLC, a  
Kentucky limited liability company

BY:   
ROBERT C. TUSSEY, JR.,  
MEMBER

BY:   
SUE COLLINS TUSSEY,  
MEMBER

BY:   
RONALD S. TUSSEY, SR.,  
MEMBER

**GRANTEE:**

LEXINGTON-FAYETTE  
COUNTY GOVERNMENT

BY:   
LINDA GORTON,  
MAYOR

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

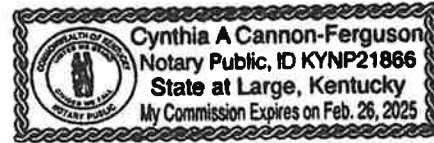
The foregoing deed and consideration certificate was subscribed, sworn to and acknowledged before me by Robert C. Tussey, Jr., as a Member for and on behalf of Southland 299, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company, on this 3rd day of November, 2023.

Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State-at-Large

My Commission Expires: 2 / 26 / 2025

Notary ID # KYNP 21866

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

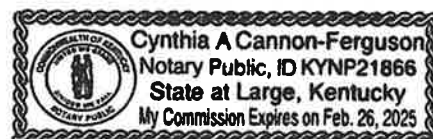


The foregoing deed and consideration certificate was subscribed, sworn to and acknowledged before me by Sue Collins Tussey, as a Member for and behalf of Southland 299, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company, on this 3rd day of November, 2023.

Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State-at-Large

My Commission Expires: 2 / 26 / 2025

Notary ID # KYNP 21866



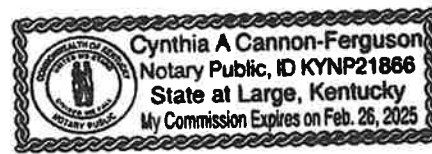
COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed and consideration certificate was subscribed, sworn to and acknowledged before me by Ronald S. Tussey, Sr., as a Member for and on behalf of Southland 299, LLC, a Kentucky limited liability company, for and on behalf of the limited liability company, on this 3rd day of November, 2023.

Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State-at-Large

My Commission Expires: 2 / 26 / 2025

Notary ID # KYNP 218166



COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing consideration certificate was subscribed, sworn to and acknowledged before me, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Government, on this 3rd day of November, 2023.

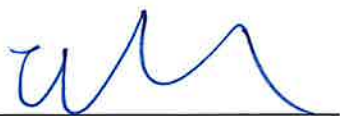
Cynthia A. Cannon-Ferguson  
Notary Public, Kentucky, State-at-Large

My Commission Expires: 2 / 26 / 2025

Notary ID # KYNP 218166



PREPARED BY:



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EVAN P. THOMPSON,  
Attorney  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

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