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

MEMORANDUM OF UNDERSTANDING

County: FAYETTE	Item No. 1	Parcel No. 17233840
Project No:	Project Name: Southland Wolf Run Stormwater Improvements	Property Address: 299 Southland Drive, Lexington, KY
Property Owner(s):	Southland 299, LLC Attn: Robert C. Tussey, Jr., Member 138 Forest Avenue Lexington, KY 40508	
hereto and upon w	of Understanding contains all the representations a hich they relied in completing the proposed transa ders anding unless and until it is approved by the U	ction. The LFUCG is not hound by this
The deed conveys ti	his amount of property as shown on the official plan Land acquired in fee simple: 15,448 square fee Southland Dr. on the enclosed subdivision plat.	
payment for any and	ion to be paid for the property conveyed is \$ 275.00 I all reacquisition or reversion rights of the property to KRS 416.670 and a cost to cure payment to replace NONE	Owners, their heirs or assigns, which
This is a total acc		
LIAc the □Ac □No	ng property will have the following access to the process as provided by the Department's permit. Access to the property of the Property Owner (propose access at designated points as shown on the plans (proposes (proposed highway access is fully controlled the remaining property will be landlocked by this acque to the property will be landlocked by this acque to the property will be landlocked by this acque to the property will be landlocked by this acque to the property will be landlocked by this acque to the property will be landlocked by this acque to the property will be landlocked by this acque to the property will be landlocked by this acque to the property will be landlocked by the property will be landlocked by the property will be landlocked by this acque to the property will be landlocked by the property will be property will be landlocked by the property will be property	ss not designated on the plans will be d highway access is by permit). oposed highway access is limited). d).
Reservation of a	general access easement on Lot 2 for utility and bill	poard maintenance / repair for Lot 1.
_No improvements	are being acquired.	•
	s/are being acquired. on of the acquired improvement(s) will be as follow	/S:
⊠Th	e LFUCG receives title to the improvement(s).	
Pro ren are	e LFUCG receives title to the improvement(s), but soperty Owners agree to remove the same from the rinoval contract. When the structure has been moved as, the Owners regain the title. Where tenants occorded ample time to relocate prior to the Property (	ght of way as outlined in the building clear of the right of way and easement cupy improvements, the tenants must be
	novel.	

The Property Owners understand they will vacate and/or move personal property from the improvements and give possession to the LFUCG not later than the date of closing. If the property is owner-occupied, the LFUCG will make an additional payment of \$1,700.00 at closing, for relocation expenses (not applicable).

The Property Owners will pay all taxes due on and for the property and will obtain all necessary releases of mortgages, liens or other encumbrances thereon. The LFUCG will reimburse owners for a pro rata portion of any pre-paid real property taxes.

The Property Owners will pay direct any penalty costs for prepayment of an existing recorded mortgage and similar expenses incidental to conveying real property to the LFUCG and upon submission of properly supported paid receipts they will be reimbursed. All reimbursement claims must be deemed fair, necessary and properly supported for payment.

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

Please print the following information: Namo: SOUTHLAND 299, LLC Name: Address: 138 FOREST AVE. Address: LEXINGTON KY. 40508 Phone No: 859-255 1514 Phone No: Amt. of check \$275,000.00 SSN: Amt, of check \$ Name: Address: Address: Phone No: Phone No: SSN: Amt. of check \$ SSN: Amt. of check \$ Name: Name: Address: Address; Phone No: Phone No: SSN: Amt. of check \$ SSN: Amt. of check \$

Mortgage Company:	NA		
Address:	/		
Account Number:		$\overline{}$	
Amount of outstanding Phone number:	balance:	$\overline{}$	
Contact name:			

This Memorandum of Understanding, together with the Right of Way 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 Owners, 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 25 day of DECEMBER, 2022.

Signature of agent(s) for Lexington Fayette Urban County Gov.	Signature of Property Owner(s)	
And The 14/8/22	ROBERT C. FYSSEY, JRKIEMI	
	1/1 V / 5 450 /2	
	1127 CALLING TOWARD IN THE AND	
	SVE COLLINS TUSSEY-MEMBER	
	Just of times Jussey-Memb	
	ROMATO S. TUSSEY, SR. MEMBER	
	Song Ld & Tussey	