

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
 188 Forest Avenue
 Lexington, KY 40508

This Memorandum of Understanding contains all the representations and agreements made between the parties hereto and upon which they relied 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 this amount of property as shown on the official plans:
 Land acquired in fee simple: 15,448 square feet (0.35 acres) - Lot 2, identified as 293 Southland Dr. on the enclosed subdivision plat.

The total consideration to be paid for the property conveyed is \$ 275,000.00. This 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 and a cost to cure payment to replace the following items:

NONE

- This is a total acquisition
- This is a partial acquisition

The remaining property will have the following access to the proposed highway improvement:

- Access as provided by the Department's permit. Access not designated on the plans will be the sole responsibility of the Property Owner (proposed highway access is by permit).
- Access at designated points as shown on the plans (proposed highway access is limited).
- No access (proposed highway access is fully controlled).
- The remaining property will be landlocked by this acquisition.

- Reservation of a general access easement on Lot 2 for utility and billboard maintenance / repair for Lot 1.
- No improvements are being acquired.
- Improvement(s) is/are being acquired.

The disposition of the acquired improvement(s) will be as follows:

- The LFUCG receives title to the improvement(s).
- The LFUCG receives title to the improvement(s), but for the salvage value of \$ _____ the Property Owners agree to remove the same from the right of way as outlined in the building removal contract. When the structure has been moved clear of the right of way and easement areas, the Owners regain the title. *Where tenants occupy improvements, the tenants must be afforded ample time to relocate prior to the Property Owners being authorized to start the removal.*

Mortgage Company: N/A
 Address: _____

 Account Number: _____
 Amount of outstanding balance: _____
 Phone number: _____
 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)
<i>[Signature]</i> 12/15/22	ROBERT C. TUSSEY, JR. - MEMBER
	<i>[Signature]</i>
	SUE COLLINS TUSSEY - MEMBER
	<i>[Signature]</i> - Member
	RONALD S. TUSSEY, SR. - MEMBER
	<i>[Signature]</i>

