



APPLICATION TO ACQUIRE SURPLUS FEDERAL PROPERTY

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

Revised January, 2017

Introduction

Bringing Parks to People: Through the Federal Lands to Parks program*, the National Park Service helps communities create new parks and recreation areas by conveying surplus Federal land to state and local governments at no cost. The goal of the program is to expand public parks and recreation areas while reducing the costs of the Federal government by disposing of its unneeded property. The National Park Service works with communities to identify eligible Federal land and develop a plan for its recreational use. Federal Lands to Parks permanently preserves the land for recreational use which improves a community's quality of life and protects its important resources. Since 1949, the Federal Lands to Parks program has transferred over 1,600 properties (totaling approximately 170,000 acres) nationwide to state and local governments.

Background: Under the authority of the Federal Property and Administrative Services Act of 1949, as amended, the United States Government may transfer surplus Federal property to state and local governments for a variety of public purposes. These purposes include public health, education, emergency management, corrections, ports, airports, wildlife conservation, historic preservation, and park and recreational use. This method of surplus Federal property disposal is referred to as a "public benefit conveyance." The law allows public benefit conveyances to be made without monetary consideration in return for the public benefit that is derived. Use restrictions are placed on properties conveyed through this method to ensure that they will be used for the intended public purpose.

By delegation of authority from the Secretary of the Interior, the National Park Service helps state and local governments acquire surplus Federal property for public park and recreational use through the Federal Lands to Parks program. This type of public benefit conveyance allows the transfer of surplus Federal property to a public agency for up to a 100 percent discount of the property's value if it is used for public parks and recreation in perpetuity. Property acquired through the program cannot be used for any other public or private purpose. Only states, counties, municipalities, and other public agencies can acquire surplus Federal property through the Federal Lands to Parks program.

To learn more about the National Park Service's partnership programs, please visit our web site at: www.nps.gov. The Federal Lands to Parks program web site is: www.nps.gov/flp.

* The Federal Lands to Parks program is authorized by 40 U.S.C. § 550 (e).

Federal Lands to Parks Program Regional Contacts

National Office

Ms. Wendy Ormont
U.S. Department of the Interior
National Park Service
1849 C. Street NW
Washington, D.C. 20240

tel: (202) 354-6915
fax: (202) 371-5179

Pacific West Region

Alaska, American Samoa, Arizona, California, Colorado, Guam, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming:

Mr. David Siegenthaler
U.S. Department of the Interior
National Park Service
333 Bush Street, Suite 500
San Francisco, CA 94104-2828

tel: (415) 623-2334
fax: (415) 623-2387

Northeast Region & Midwest Region

Connecticut, Illinois, Indiana, Iowa, Kansas, Maine, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Dakota, Ohio, Rhode Island, South Dakota, Vermont, Wisconsin:

Mr. George Robinson
U.S. Department of the Interior
National Park Service
15 State Street
Boston, MA 02109-3572

tel: (617) 223-5010
fax: (617) 223-5164

Southeast Region

Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, Pennsylvania, Puerto Rico, South Carolina, Tennessee, Texas, Virgin Islands, Virginia, West Virginia:

Mr. John Barrett
U.S. Department of the Interior
National Park Service
100 Alabama Street, S.W.
Atlanta, GA 30303

john_barrett@nps.gov

tel: (404) 507-5689
fax: (404) 562-3246

Terminology

Base Realignment and Closure (BRAC): of or relating to a series of laws passed by Congress in 1988, 1991, 1993, and 1995 to reduce the land base and infrastructure of the military departments.

Constructive Possession: the condition under which the applicant assumes responsibility for the care and handling of a property and all obligations and liabilities of ownership prior to obtaining actual title to the property.

Disposal Agency: a Federal agency, commonly the General Services Administration, with authority to dispose of real or related personal property on behalf of the holding agency (in certain cases, the disposal agency may also be the holding agency).

Excess Federal Property: any real or related personal property held by a Federal agency that is no longer needed to perform its mission; excess property may be transferred to another Federal agency if needed.

Federal Real Property: any right or interest in land together with the improvements, buildings, and fixtures located thereon that is owned by the United States of America.

Federal Related Personal Property: property owned by the United States of America, such as equipment, furnishings, and vehicles that are related to, designed for, or especially adapted to the functional or productive capacity of the real property and, if removed, would significantly diminish the use or value of the real property.

General Services Administration (GSA): a Federal agency which is responsible for, among other administrative functions, the disposal of Federal real and related personal property with the general exceptions of public domain lands, national forest and park lands, and property designated for disposal under BRAC.

Holding Agency: a Federal agency which has custody of and responsibility for real or related personal property that is proposed for disposal. (In certain cases, the holding agency may also be the disposal agency.)

McKinney Act (Stewart B. McKinney Homeless Assistance Act of 1987, P.L. 100-77): a Federal law that requires the disposal agency to make suitable surplus Federal property available for transfer to approved nonprofit organizations and public agencies to assist the homeless prior to making it available for public benefit conveyances.

Public Benefit Conveyance (PBC): a transfer of surplus Federal property to a state or local government, typically at no cost, for a congressionally authorized public purpose, such as an airport, park, or school.

Surplus Federal Property: any real or related personal property that has been designated as excess and is not needed by another Federal agency; the disposal agency may dispose of surplus property through a McKinney Act transfer, public benefit conveyance, negotiated sale to a government body, or public sale.

Steps to Acquire Surplus Federal Property

The procedure for acquiring property through the Federal Lands to Parks program begins when a disposal agency issues a notice announcing the availability of Federal property. If no other Federal agencies want the property, the disposal agency designates the property as "surplus" to the needs of the Federal government and makes it available for state or local government use (assuming that no requests have been made to use the property for homeless assistance under the McKinney Act). The disposal agency decides what types of public benefit conveyances are appropriate for a particular property. If the disposal agency allows a public benefit conveyance for park and recreational use, the procedure for acquiring the property involves the following steps:

1. Notification: At this stage, any state or local government wishing to acquire the property for public park and recreational use must submit an expression of interest in writing to the National Park Service within 20 days of the "Notice of Surplus Determination." The National Park Service, in turn, notifies the disposal agency of the interest in the property and requests a mutually agreeable time frame for the state or local government to submit an application. (Legislative authorities for the program do not give priority for acquiring surplus Federal property to any particular level of government.)

2. Application: The state or local government must then submit an application to the National Park Service which describes the need, suitability, and proposed use of the property, as well as the capability of the applicant in administering a park and recreation program. If the National Park Service approves the application, it requests assignment of the property from the disposal agency.

3. Conveyance: Prior to assigning the property to the National Park Service, the disposal agency must comply with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9620(h)], which requires Federal agencies to take prompt and effective action to address threats posed by the release or potential release of hazardous substances on their property. After the disposal agency assigns the property to the National Park Service, the applicant must assume constructive possession of the property immediately upon notification. Constructive possession allows the applicant to take control of the property during the time the National Park Service requires to prepare a quitclaim deed to convey title.

After surplus Federal property is conveyed to a state or local government, the National Park Service monitors the use of the land and facilities to ensure they are managed according to the terms and conditions of the deed. The monitoring component of the program ensures continued public access to and the appropriate development of the property for recreational use.

General Instructions

These instructions will assist you in completing the application to acquire surplus Federal property through the Federal Lands to Parks program. We recommend that you send a draft of the application to the appropriate National Park Service office for comments prior to submitting in a final version.

When you have completed the final application, submit an original and two copies to the National Park Service. All text, maps, photographs, and other materials submitted as part of the application should be bound and fit into an 8½ x 11 inch format (*fold-out* maps and site plans are acceptable).

The application consists of three Parts labeled A, B, and C:

Part A: Acceptance of Terms and Conditions by the Applicant identifies the applicant and property, and presents the terms and conditions which will be made part of the deed transferring title to the property upon approval of an application by the National Park Service and concurrence by the disposal agency. Part A should be separated from this application packet, filled out, and submitted in its entirety as part of your completed application.

Part B: Justification for Acquiring Property provides the National Park Service with information upon which approval or rejection of an application is based, including:

1. Description of the property.
2. Program of Utilization for the property.
3. Need for the property.
4. Suitability of the property for public park and recreational use.
5. Capability of the applicant in developing, operating, and maintaining the property for public park and recreational use.

Part C: Resolution/Certification of Authority to Acquire Property provides a sample format for a public declaration to be prepared by the applicant that states its desire and ability to acquire surplus Federal property for public park and recreational use and designates the person legally authorized to apply for the property on its behalf.

The National Park Service will complete the "Acceptance by the United States of America" page if the application is approved. This page should be separated from the application packet and attached to the end of your completed application.

**Instructions for Completing Part A:
Acceptance of Terms and Conditions by the Applicant**

Part A presents the terms and conditions under which the property will be conveyed through the Federal Lands to Parks program. The terms and conditions will be enforced through a reversionary right in the property reserved to the United States of America.

1. Insert the following information on the first page of Part A, as indicated by the corresponding numbers:
 - ① Date application is submitted.
 - ② National Park Service office name and address. Please see "Federal Lands to Parks Contacts" above for the proper address.
 - ③ Name of applicant.
 - ④ Name, title, address, and telephone number of person having legal authority to submit the application on behalf of the applicant.
 - ⑤ Name of disposal agency. This is typically the General Services Administration or the Department of the Army, Navy, or Air Force.
 - ⑥ Name of the surplus Federal property and the city, county, and state in which it is located.
 - ⑦ Acreage of the total property being requested in this application for public park and recreational purposes only. If the precise acreage is not known, please provide an estimate.
 - ⑧ General Services Administration Control Number for the property, if applicable; otherwise, leave blank.
2. Read the terms and conditions thoroughly. We recommend that your legal counsel review the terms and conditions and advise you on their implications because they will be included in the instrument of conveyance and are binding in perpetuity.
3. The person having legal authority to submit the application and the responsibility for carrying out the terms and conditions of the deed must sign and date Part A in the space provided following Term and Condition 11.

Part A:

Acceptance of Terms and Conditions by the Applicant

Date: ① 15 June 2017

To: U.S. Department of the Interior, National Park Service,
② Southeast Region
Mr. John Barrett
U.S. Department of the Interior
National Park Service
100 Alabama Street, S.W.
Atlanta, GA 30303

The undersigned,

③ Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

hereinafter referred to as the Applicant or Grantee, acting by and through

④ Mayor Jim Gray
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3100

hereby makes application to the U.S. Department of the Interior, National Park Service, acting for and on behalf of the Secretary of the Interior pursuant to 40 U.S.C. § 550 (e), and in accordance with the regulations and policies of the U.S. Department of the Interior for the transfer of the following property which has been declared surplus by the

⑤ General Services Administration

and is subject to assignment to the National Park Service for disposal for public park or recreational purposes:

Property: ⑥ 3625 Leestown Road
Lexington, KY 40511

Acres: ⑦ Ten (10)

General Services Administration Control Number: ⑧ 4-D-KY-0622-AB

The property is more fully described in Part B of this application, attached hereto and made a part thereof. Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application, and the Applicant recognizes and agrees that any such transfer will be made by the United States of America in reliance on said agreement. The undersigned understands and agrees that the application is made and the property is conveyed subject to the following terms and conditions which may be enforced through a reversionary right in the property reserved to the United States of America:

1. This application and its acceptance by the National Park Service shall constitute the entire agreement between the Applicant and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding once the instrument of conveyance has been executed by the applicant. The applicant is required to duly record the instrument of conveyance in a timely manner.
2. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.
3. The Applicant understands and agrees that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted. Notwithstanding the foregoing, the United States is bound by any covenants contained in the deed regarding Section 120(h) of CERCLA, 42 U.S.C. §9620(h).
4. The Applicant agrees to assume constructive possession of the property upon receipt of written notification from the National Park Service. Should the Applicant fail to assume constructive possession of the property, it shall nonetheless be charged with constructive possession upon receipt of such notification from the National Park Service.
5. At the date of assumption of constructive possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the United States of America in lieu of taxes; and for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
6. If a purchase price is due, the Applicant shall tender the purchase price to the United States of America on a mutually agreeable date after the property has been assigned to the National Park Service.
7. Conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the National Park Service without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions:

(a) The Grantee shall forever use the property exclusively for public park and

recreational use in accordance with its application for property, particularly the Program of Utilization contained in Part B of the application, and approved amendments thereto, as provided below.

(b) The Program of Utilization contained in Part B of the application may be amended only for the continued use of the property for public park or recreational purposes at the request of either the Grantee or the National Park Service with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and of this Quitclaim Deed, and shall be consistent with purposes for which the property was originally transferred. The Grantee shall furnish any documentation, maps, photographs, studies, and other information to support the request as requested by the National Park Service to evaluate any proposed use or development of the property.

(c) The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the National Park Service agrees in writing can assure the continued use and maintenance of the property for public park or recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property, or from providing related recreational facilities and services consistent with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.

(d) The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the principal point or points of access to the property that states: "This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public".

(e) Beginning two years from the date of conveyance, the Grantee shall prepare biennial reports describing the development and use of the property, and any revenue generated from its operation during the preceding two-year period. The Grantee shall prepare and submit ten consecutive biennial reports to the appropriate National Park Service office and further as the National Park Service may determine to be necessary.

(f) All revenue received by the Grantee through concession agreements, use permits, or other fees generated by activities on the property shall be used only for the implementation of an approved Program of Utilization or the operation of park and recreation facilities and programs on the property. After the Program of Utilization is fully implemented, and as long as the property is properly and sufficiently operated and maintained, the revenue may be used only for other public park and recreational purposes by the Grantee. Any revenue received by the Grantee which is generated

through the operation of the property shall be listed and accounted for in its biennial reports to the National Park Service.

(g) The Grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the Grantee shall be subject to any use restrictions issued under said Act and Orders.

(h) The Grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this application, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151), which requires facilities located on the property to be accessible to the physically handicapped;

The Americans with Disabilities Act of 1990 (42 U.S.C. § 12181) which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance; and

Executive Order 13672 which prohibits discrimination on the basis of sex, sexual orientation, or gender identity.

The Applicant further agrees to require any other person or entity who through contractual or other arrangements with the Applicant, is authorized to provide services or benefits on or in connection with the property requested herein, and to promptly take and continue to take such action as may be necessary to effect this agreement.

(i) Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In

the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

(j) The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9620(h)].

(k) The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

(l) The failure of the National Park Service, or any other agency of the United States, to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

(m) The Grantee, its successors and assigns, shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the Grantee's or the Grantee's agent's use or occupancy of the property and/or the Grantee's failure to comply with the terms of this deed.

(n) The United States of America shall have the right to reserve all oil, gas, and mineral rights in the property.

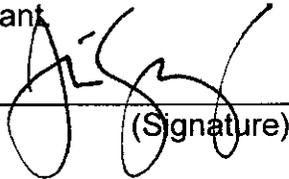
8. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole expense. The National Park Service will, however, cooperate with

the Applicant or its authorized agent in this effort and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. The United States of America will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

9. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the Applicant's expense within 30 days of their receipt in the manner prescribed by local recording statutes. The Applicant shall provide the National Park Service with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.
10. The Applicant agrees to comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) by (a) consulting with the State Historic Preservation Officer and conducting investigations, as necessary, to identify sites and resources on the property listed on or eligible for nomination to the National Register of Historic Places, (b) notifying the National Park Service and disposal agency of the existence of any such sites and resources, and (c) complying with the requirements of 36 C.F.R. Part 800, as established under the National Historic Preservation Act of 1966, as amended, to avoid or mitigate adverse effects on such sites and resources.
11. The National Park Service or disposal agency may require additional reservations, restrictions, and conditions in the instrument of conveyance to safeguard the interests of the United States of America, including covenants relating to environmental protection and historic preservation. The National Park Service will give the Applicant sufficient opportunity to review any additional requirements prior to the conveyance of title to the property.

I agree that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States of America, incorporating the substance of the foregoing agreement, with such provisions to consist of (1) a condition, coupled with a right reserved to the United States of America to cause the property to revert to the United States of America at its option in the event of any breach of such condition, and (2) a covenant running with the land. The Applicant understands that the United States of America shall have the right to seek judicial enforcement of this agreement, and that this agreement shall be binding upon the successors and assigns of the Applicant.

06/15/2017
(Date of Application)



(Signature)

Mayor
(Title)

Lexington-Fayette Urban County Government
(Agency)

Instructions for Completing Part B: Justification for Acquiring Property

Part B presents the applicant's proposed Program of Utilization and justification for acquiring the property. This part provides the National Park Service with information upon which approval or rejection of an application is based. The information requested should be presented in the application using the outline and titles provided below.

1. Description of Property

(a) Narrative: Provide a physical description of the property, including *existing* improvements (structures, buildings, recreation facilities, roads, etc.) and key geographic features (topography, vegetative cover, water bodies, outstanding natural features, etc.).

This is a vacant parcel located at 3625 Leestown Road, Fayette County, Lexington, KY 40511 and was a portion of a larger tract of Federal Land. The 10 acres adjoin Locust Trace Agri-Science School, a facility that conducts, veterinary, equine, and other studies. LFUCG assumed ownership of this property by Quitclaim Deed on January 27, 2009 through the General Services Administration for the purpose of constructing an emergency management facility to serve the citizens of Fayette County, Kentucky. The nation was experiencing a downturn in the economy at that time and the city elected to postpone construction. It was later determined that an existing city-owned structure would best meet the city's need for emergency management services and the land has continued to remain undeveloped. LFUCG reached out to the GSA to explore the possibility of reclassification for usage of this parcel to create a nature preserve type park and with this application now make that request.

(b) Maps: Provide a map of the property that you are requesting. The map should show the property boundary, *existing* improvements (structures, buildings, recreation facilities, roads, etc.), and key geographic features (topography, vegetative cover, water bodies, outstanding natural features, etc.). If you are applying for a portion of the total surplus Federal property, include a map that shows the property requested in relation to the entire site. Include a locus map that shows the location of the surplus Federal property in its larger geographic context.

See Attachment "A"

(c) Legal Description: Provide a legal survey description of the property by metes and bounds survey. A legal description may be available from the disposal agency. If this information is not available, we will request that you survey the property when we are confident you will be the recipient. In that case, the legal description may be submitted subsequent to the application.

See Attachment "B"

(d) Photographs: Provide representative photographs of the property being requested, showing topography, roads, buildings, facilities, improvements, and points of special interest.

See Attachment "C"

2. Program of Utilization

Discussion of the information requested in the following sections should be interrelated and consistent. For example, a building or facility which is described in the Narrative should be listed in the Schedule of Development and identified on the Site Plan. *The Program of Utilization must be stated in the affirmative; the proposed uses and developments may not be conjectural or conditional.*

(a) Narrative: Provide a thorough description of the proposed recreational use(s) and development of the property requested. Describe the new facilities to be developed, if any, as well as the proposed reuse, alteration, demolition, or renovation of any existing buildings, facilities, and improvements. Explain any recreational or related programs, activities, and services proposed for the property. Discuss any anticipated third party agreements for providing services on the property or for managing any aspect of it.

The city will use the site as a nature preserve park. Horses pastured on adjacent school property limit usage options for the site such as construction of playground equipment, ballfields, soccer fields and the like that would not be suited for the area. The land will be available for students as an outside study area and serve as an open area for public use.

(b) Schedule of Development: Prepare a tentative time frame for the development (including the reuse, alteration, demolition, or renovation) of buildings, facilities, and improvements on the property. Provide a schedule of development indicating what and when development will take place, how long the development will require, and the estimated annual capital improvement costs. The period of development should commence no later than one year from the date of conveyance of the property and should not normally exceed a consecutive five-year period. Plans for development beyond the initial five-year period should be submitted to the National Park Service in the future as amendments to the Program of Utilization, as provided in Terms and Condition 7(b) in Part A.

Site would be available for usage upon reclassification.

(c) Site Plan: Provide a site plan of the proposed use and development of the property, including the location of buildings, facilities, and improvements discussed above. In the case of buildings and other enclosed structures, provide generalized floor plans indicating the proposed recreational use of the interiors. Indicate where the principal access roads will be located to and within the property, as well as public parking areas, if applicable. Please *do not* include detailed architectural or engineering plans with the application unless otherwise requested.

See Attachment "A"

(d) Historic Preservation Plan: If the property, or portion thereof, is listed on or is eligible for nomination to the National Register of Historic Places, the applicant must coordinate with the State Historic Preservation Officer and National Park Service to address the requirements of the National Historic Preservation Act of 1966, as amended. Provide information on the historic preservation plan, including a statement and supporting documentation from the State Historic Preservation Officer showing that the Program of Utilization meets the requirements of the

National Historic Preservation Act of 1966, as amended. Please refer to Terms and Conditions 10 and 11 in Part A.

NA

3. Need

This property represents a rare opportunity for two public agencies to work cooperatively developing a passive park area with a unique program that is with the agri-science mission of the adjacent school and engages students in the planning and development process. Due to proximity to the vocational education school, there are exciting opportunities possible at this location that would not be possible at other park sites.

4. Suitability

The physical characteristics of this property include gentle slopes, a small wooded area, the presence of a small tributary stream and open grass fields. Due to the slope and stream, this property is best suited for low-impact, passive recreation, possibly an educational and mutually beneficial agricultural production operation in cooperation with the agri-science curriculum of the adjacent school. Because of the proximity to school property, both public events and academic field trips would be possible as future program elements.

5. Capability

Lexington Parks and Recreation develops, operates and maintains 105 parks comprised of over 4,000 acres in Fayette County. The department has permanently staffed Planning and Design, Park Maintenance and Recreation sections that routinely provide design, construction management, maintenance and programming activities. The Recreation section includes a Natural Areas group that programs outdoor skill classes and nature education in three large rural parks (Raven Run Nature Sanctuary, Masterson Station Park and Hisle Farm Park) as well as a smaller, urban natural education center (McConnell Springs).

**Instructions for Completing Part C:
Resolution/Certification of Authority to Acquire Property**

Part C requires the applicant to submit a certified copy of a resolution, certificate of authority, or similar public document executed by its governing body, which states its desire and ability to acquire surplus Federal property for public park and recreational use, and designates the person legally authorized to apply for the property. A sample format is attached for your convenience.

See Attachment "D"

The document must contain the following:

1. A statement that the application is being made for acquisition of the property under the provisions of 40 U.S.C. § 550 (e), and regulations and procedures promulgated thereunder.
2. Identification of the name, location, acreage, and General Services Administration Control Number, if applicable, of the property requested.
3. An authorization to acquire the property exclusively for public park or recreational purposes.
4. A certification that the applicant is authorized, willing, and able to assume liability and responsibility for the development, maintenance, and operation of the property for public park and recreational use.
5. A designation by title of a specific official to act as the authorized representative in all matters pertaining to the transfer of the property.
6. A certification that the applicant is willing and authorized to pay the administrative expenses incident to the transfer.

Part C:

Sample Resolution/Certification of Authority to Acquire Property

Whereas, certain real property owned by the United States of America, located in the city of **Lexington**, County of **Fayette**, State of **Kentucky**, has been declared surplus and, at the discretion of the **General Services Administration**, may be assigned to the Secretary of the Interior for disposal for public park or recreational purposes under the provisions of 40 U.S.C. § 550 (e), and any regulations and policies promulgated pursuant thereto, more particularly described as follows:

3625 Leestown Road, Fayette County, Lexington, KY 40511

Acreage of the total property being requested under this application for public park and recreational purposes only; if the precise acreage is not known, please provide an estimate (Ten (10) acres)

General Services Administration Control Number for the property, if applicable;
4-D-KY-0622-AB

Whereas, **Lexington-Fayette Urban County Government** needs and will use said property in perpetuity for public park or recreational purposes as set forth in its application and in accordance with the requirements of said Act and any regulations and policies promulgated thereunder;

Now, Therefore, Be It Resolved, that **Lexington- Fayette Urban County Government** shall make application to the National Park Service for, and secure the transfer to, the above-mentioned property for said use and subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the National Park Service and the Federal disposal agency may require in connection with the disposal of said property under said Act and the regulations and policies issued pursuant thereto.

Be It Further Resolved that (**Lexington- Fayette Urban County Government**) has legal authority, and is willing and able, to properly develop, maintain, operate, and assume liability of the property, and that (**Jim Gray, Mayor**) is hereby authorized, for and on behalf of the (**Lexington- Fayette Urban County Government**) to do and perform any and all acts and things which may be necessary to carry out the foregoing resolution, including the preparing, making, and filing of plans, applications, reports, and other documents, the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the transfer of said property, including the filing of copies of the application and the conveyance documents in the records of the governing body, and the payment of any and all sums necessary on account of the purchase price thereof or fees or costs incurred in connection with the transfer of said property for survey, title searches, recordation or instruments, or other costs identified with the acquisition of said property.

continued

(Lexington- Fayette Urban County Government, 200 East Main Street, Lexington, KY 40507)

I, **Jim Gray**, hereby certify that I am the **Mayor** of the **Lexington- Fayette Urban County Government**; and that the foregoing resolution is a true and correct copy of the resolution adopted by the vote of a majority of the members of said **Lexington- Fayette Urban County Government**, present at meeting of said body on the 15th day of JUNE, 2017, at which a quorum was present.



A handwritten signature in black ink, appearing to read "Jim Gray", is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke at the end.

(Signature)

Acceptance by the United States of America

The foregoing application is hereby approved and accepted by and on behalf of the Secretary of the Interior for the United States of America this _____ day of _____, 20_____.

(Signature)

(Title)

(Office)

National Park Service
U.S. Department of the Interior

CONSOLIDATION AND EASEMENT MINOR PLAT OF
LANDS OF THE UNITED STATES OF AMERICA,
 3301 LEESTOWN ROAD (PORTION)
ADMINISTERED BY THE GENERAL SERVICES ADMINISTRATION
 NOVEMBER 2008
 LEXINGTON, FAYETTE COUNTY, KENTUCKY



1525 BULL LEA ROAD
 SUITE 100
 LEXINGTON, KY 40511
 (859) 225-8500
 WWW.STRAND.COM
STRAND
 ENGINEERS

OWNER:
 UNITED STATES OF AMERICA
 LEXINGTON, KY
CLIENT:
 FAYETTE COUNTY PUBLIC SCHOOLS
 701 E. MAIN STREET
 LEXINGTON, KY 40502

OWNER'S CERTIFICATION:

I (WE) DO HEREBY CERTIFY THAT I AM (WE ARE) THE ONLY OWNER(S) OF RECORD OF THE PROPERTY PLATTED HEREON, SAID PROPERTY BEING RECORDED IN DEED BOOK (PLAT CABINET) #, PAGE (SLIDE) #, IN THE FAYETTE COUNTY CLERK'S OFFICE; AND DO HEREBY ADOPT THIS AS MY (OUR) RECORD PLAT FOR THIS PROPERTY.

Laura S. Yeager 11/25/08
 OWNER: GSA CONTRACTING OFFICER DATE:
Robert L King 11/25/08
 WITNESS: DATE:

*DD 1169, PG 56, TRACT S-2 & DD 1867, PG 452, CAB. N SLIDE 234

LAND SURVEYOR'S CERTIFICATION:

I DO HEREBY CERTIFY THAT THIS RECORD PLAT WAS PREPARED UNDER MY DIRECTION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE BOUNDARIES OF THE PROPERTY BEING TRANSFERRED ARE TRUE AND ACCURATE.

James M. Strand, P.E.
 LAND SURVEYOR:
 1525 BULL LEA ROAD 11/24/08
 ADDRESS: DATE:

COMMISSION'S CERTIFICATION:

I DO HEREBY CERTIFY THAT THIS RECORD PLAT HAS MET THE REQUIREMENTS ESTABLISHED BY THE SUBDIVISION REGULATIONS FOR A MINOR PLAN, AND IS NOW ELIGIBLE FOR RECORDING.

Christina D. King
 PLANNING COMMISSION SECRETARY:
 12/2/2008
 DATE:

NOTES:

NO BUILDING PERMITS SHALL BE ISSUED FOR THIS PROPERTY UNTIL THE LEXINGTON FAYETTE COUNTY HEALTH DEPARTMENT HAS ISSUED A SEPTIC TANK PERMIT OR OTHER SANITARY SEWERAGE FACILITIES ARE PERMITTED BY THE LOCALS.

IT IS THE INTENT OF FAYETTE COUNTY PUBLIC SCHOOLS AND LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING THAT DETAILS COST SHARING FOR CONSTRUCTION AND MAINTENANCE OF SHARED FACILITIES.

THESE PARCELS SHALL BE SOLD OR TRANSFERRED ONLY TO AGENCIES OF GOVERNMENT FOR PUBLIC USE.

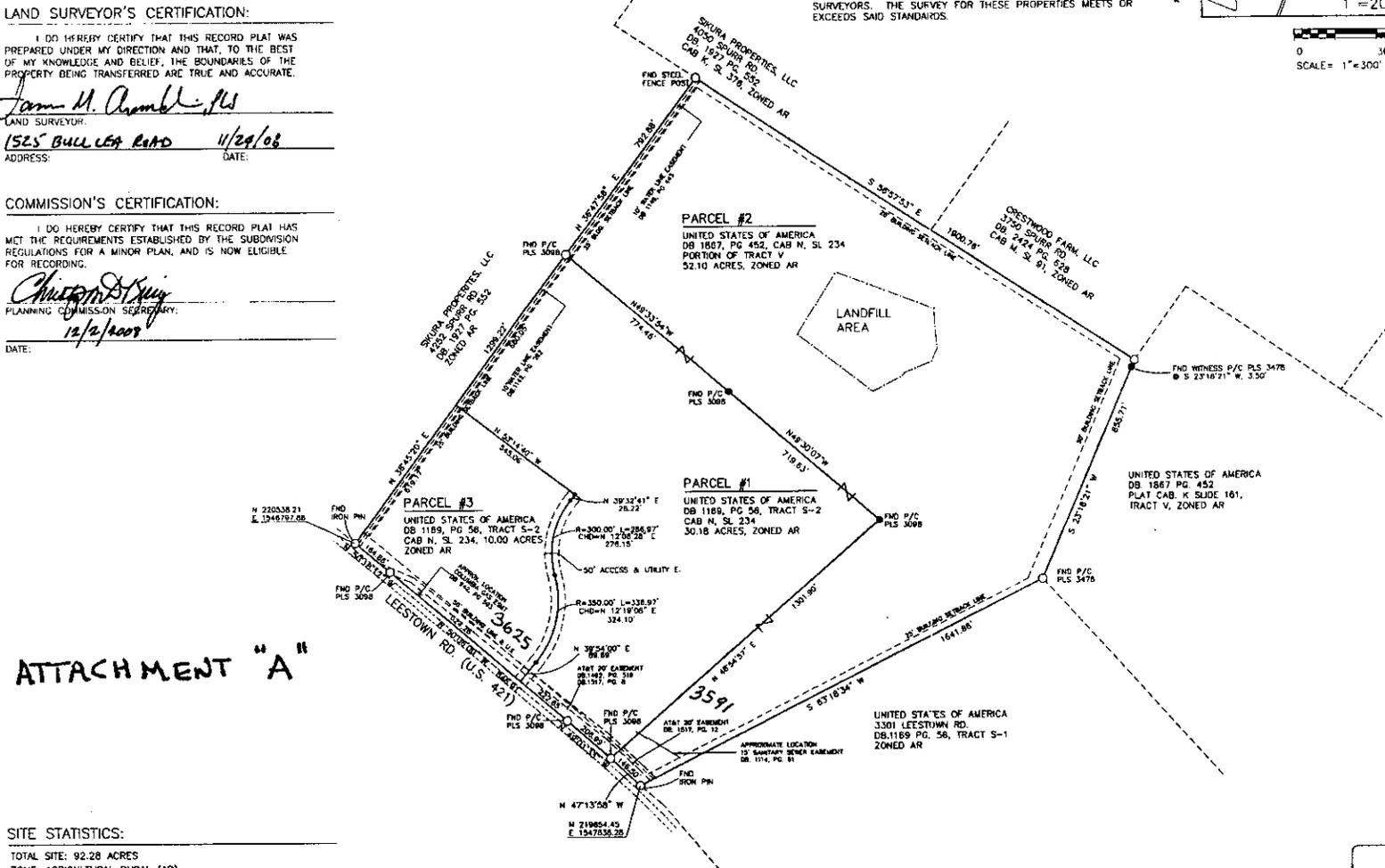
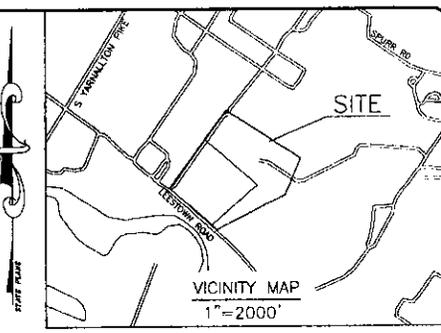
SURVEYOR'S NOTES:

THIS PLAT IS BASED ON A BOUNDARY RETRACEMENT SURVEY OF THE UNITED STATES OF AMERICA PROPERTY OF RECORD IN DEED BOOK 1169, PAGE 56, TRACT S-2 AND PLAT CABINET N, SLIDE 234, PARCELS 1, 2 & 3. THE RETRACEMENT SURVEY WAS PERFORMED BY STRAND ASSOCIATES, INC., ON NOVEMBER 5, 2008, BY METHOD OF RANDOM TRAVERSE WITH AN UNADJUSTED ERROR OF CLOSURE OF 1:56,751. THE TRAVERSE WAS NOT ADJUSTED.

COORDINATES AND BEARINGS ARE BASED ON NAD 83 KENTUCKY STATE PLANE NORTH ZONE DATUM.

UNLESS OTHERWISE SHOWN HEREON, PROPERTY CORNERS HAVE BEEN MONUMENTED WITH A #4 REBAR 18" LONG, WITH A RED SURVEY CAP STAMPED "PLS 3185 CHAMBLISS".

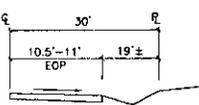
THE SUBJECT PROPERTIES ARE CLASS "A" AS DEFINED IN 201 KAR 18.150, STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS. THE SURVEY FOR THESE PROPERTIES MEETS OR EXCEEDS SAID STANDARDS.



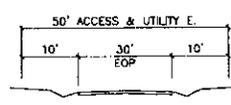
ATTACHMENT "A"

SITE STATISTICS:

TOTAL SITE: 92.28 ACRES
 ZONE: AGRICULTURAL RURAL (AR)
 ACREAGE IN STREET R.O.W.: NONE



LEEESTOWN ROAD 1/2 SECTION



ACCESS ROAD

PURPOSE OF CONSOLIDATION:

TO CONSOLIDATE PARCEL ONE CONTAINING 30.18 ACRES TO PARCEL TWO CONTAINING 52.10 ACRES FOR A TOTAL OF 82.28 ACRES AND LEAVING PARCEL 3 CONTAINING 10 ACRES FOR THE USE AND BENEFIT OF LFUCC.

PARCEL ONE SHALL BE SOLD OR TRANSFERRED ONLY TO PARCEL TWO FOR CONSOLIDATION PURPOSES.

PURPOSE OF EASEMENT MINOR:

TO CREATE A 50' ACCESS EASEMENT AND UTILITY EASEMENT PARALLEL TO THE RIGHT OF WAY OF LEEESTOWN ROAD.

ORDERED TO RECORD
 PAID \$30.50 INC TAX
 AT 3:06 PM
 2nd DAY OF DEC 2008
 DONALD W. BLEVINS
 FAYETTE COUNTY CLERK
 BY *Donny Bradley, D.C.*
 200812020395



ATTACHMENT "B."



PARCEL 3

BEGINNING at a found iron pin at a common corner of the United States of America (DB 1169, Pg 56, Tract S-2) and Sikura Properties, LLC (DB 1927, Pg 552), said point being in the Leestown Road (U.S. Hwy 421) north right of way, having NAD 83 Kentucky State Plane North Zone Coordinates of North 220,538.21 and East, 1,546,797.88; thence with said Sikura Properties, LLC, North 36°45'20" East, 619.17 feet to a set #4 rebar with red survey cap (PLS 3185 Chambliss); thence leaving said Sikura Properties, LLC for five (5) new lines through the lands of said United States of America:

- 1) South 53°14'40" East, 545.06 feet to a set #4 rebar with red survey cap (PLS 3185 Chambliss),
- 2) South 39°32'41" West, 26.22 feet to a set #4 rebar with red survey cap (PLS 3185 Chambliss) at a point of curvature of a non tangent curve,
- 3) Along a curve to the left, having a radius of 300.00 feet, an arc



distance of 286.97 feet and a chord South 12°08'28" West, 276.15 feet to a set #4 rebar with red survey cap (PLS 3185 Chambliss) at a point of reverse curvature,

4) Along a curve to the right having a radius of 350.00 feet, an arc distance of 336.97 feet and a chord South 12°19'08" West, 324.10 feet to set #4 rebar with red survey cap (PLS 3185 Chambliss),

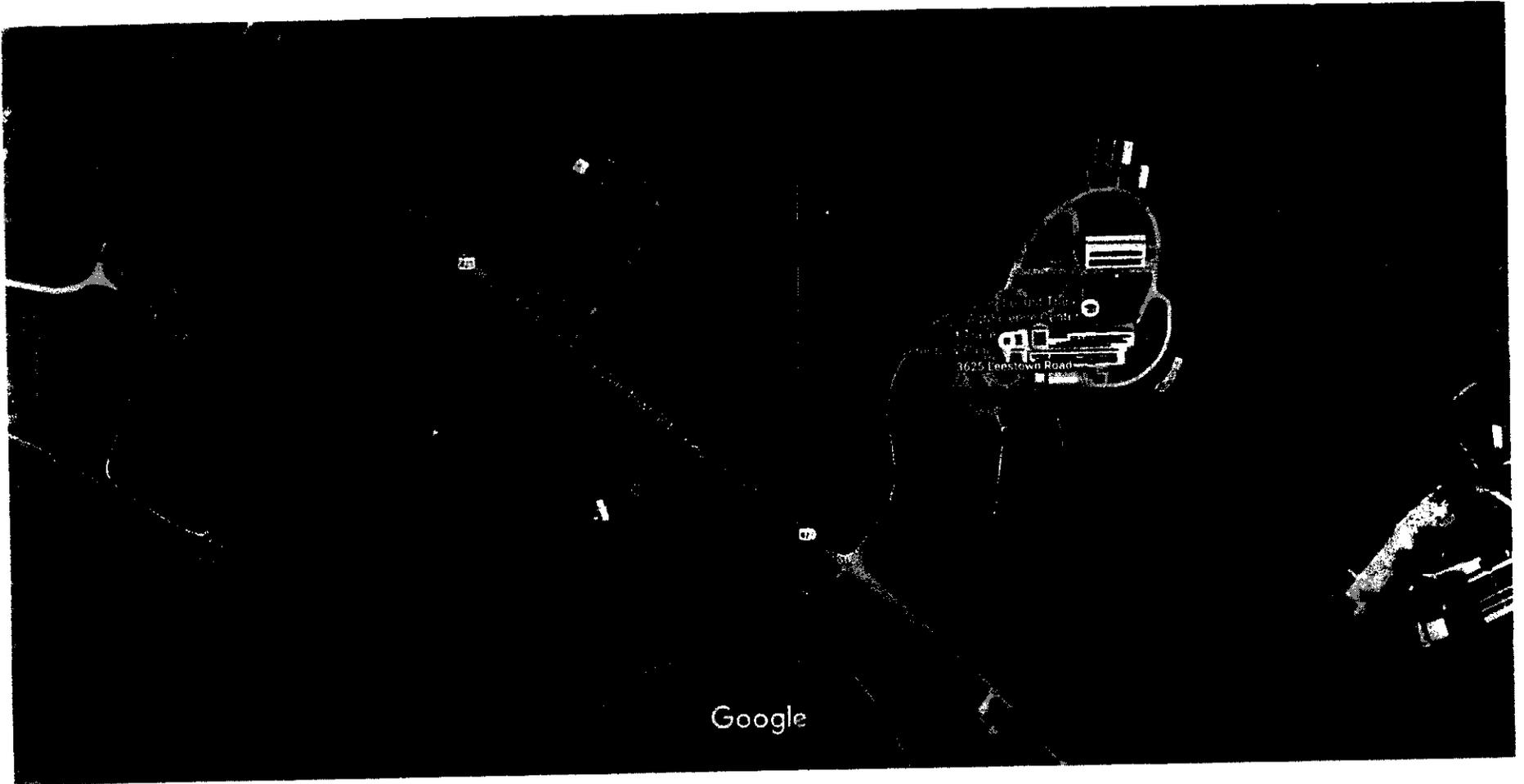
5) South 39°54'00" West, 89.69 feet to a set #4 rebar with red survey cap (PLS 3185 Chambliss) in said Leestown Road north right of way;

Thence with said Leestown Road north right of way for two (2) lines:

1) North 50°06'00" West, 624.26 feet to a found pin with cap (PLS 3098),

2) North 50°18'12" West, 164.86 feet to the **POINT OF BEGINNING**, containing 435,800 square feet or 10.00 acres, more or less.

Google Maps 3625 Leestown Rd



ATTACHMENT "C"

Imagery ©2016 Google, Map data ©2016 Google 200 ft