

LAND AND WATER CONSERVATION FUND (LWCF)

DEED RESTRICTION

This Declaration of Covenants and Restrictions (hereinafter “Declaration”), which shall be effective as of the ___ day of _____, 2024, is made by and between **Lexington-Fayette Urban County Government**, whose address is 200 East Main Street, Lexington, Ky. 40507 (“Owner” or “Grantor”), and the **Office of the Governor, Department for Local Government**, a government agency of the Commonwealth of Kentucky, 100 Airport Road, 3rd Floor, Frankfort, Kentucky 40601 (hereinafter “DLG”).

W I T N E S S E T H:

WHEREAS, Owner is the fee simple owner of the property located in Fayette County, Kentucky and further described in **Exhibit “B”** attached hereto and made part of, together with any and all park improvements located thereon, rights and appurtenances thereunto belonging and appurtenant easements thereto (hereinafter “Property”).

NOW, THEREFORE, in consideration of DLG making funds available to Owner, from the Department of Interior, National Park Service Land and Water Conservation Fund Program under LWCF Agreement Number 21-01653 for the Property described herein, Owner wishes to place upon the Property certain restricting and covenants as to its use, which covenant shall run with the land and be binding upon the Owner, its successors and assigns, as follows.

1. **Permitted Use of Property.** The property identified (“Property”) below must at all times be maintained for use as public outdoor recreation (“POR Project”), in accordance with the Land and Water Conservation Fund Act and pursuant to the terms of the Memorandum of Agreement between Owner and the Commonwealth of Kentucky, Department for Local Government (“DLG”) and this Deed Restriction.

2. **Required Maintenance.** The Owner of the Property has the following responsibilities:

- a. Owner shall maintain the POR Project in perpetuity to prevent undue deterioration of the facilities and to encourage public use.

- b. The Owner's obligation to maintain shall require replacement, repair, and reconstruction by Owner whenever necessary to preserve the POR Project in substantially the same structural condition and state of repairs as those indicated in the Baseline Documentation.
- c. Owner shall keep the POR Project reasonably safe for public use
- d. Owner shall keep the POR Project open for public use at reasonable hours and times of the year for perpetuity.
- e. Owner shall keep the POR Project open for all persons regardless of race, color, sex, national origin, or disability.
- f. The Owner shall allow the POR Project to be used solely for public outdoor recreational purposes. Both parties understand that a residential structure currently exists on the Property, and that the Owner currently rents, and intends to continue renting, this structure to individual(s) so that those individual(s) may assist with maintaining the POR Project, including but not limited to monitoring the Property for trespass or vandalism. It is mutually understood and agreed that the existence of the residential structure and the active use of that structure as a residence on the Property are consistent with the Owner's responsibilities under this Deed Restriction. DLG further agrees that said use may continue in perpetuity without violating the conditions of this Deed Restriction.
- g. The Owner shall only erect those structures or improvements which are conducive to the use of the POR Project and/or the safety of the POR Project users. Such structures may include but shall not be limited to signage, stairways, steps, bridges, paving and surfacing material, culverts, benches, picnic tables, restrooms, parking lots, trash receptacles, and signs or markings to inform the public of the POR Project location or other features. This provision shall not be interpreted so as to prohibit the Owner from making any necessary repairs or improvements to the residential structure on the Property.
- h. The Owner shall not place, collect, or store trash, human waste, ashes, chemicals, hazardous or toxic substances or any other unsightly or offensive material within the POR Project, except for trash receptacles provided for the use of POR Project users.
- i. The Owner shall not make permanent substantial topographical changes within the POR Project, including but not limited to filing, excavation, removal of topsoil, sand gravel, rocks or minerals without prior notice and approval from DLG;
- j. The Owner shall not participate in any unanticipated activity or use of the

Property, which would impair significant use of the POR Project unless such activity is necessary for the protection of the values that are the subject of this Deed Restriction.

- k. The Owner shall not change the use of the POR Project without prior notice to and approval for the change of use from DLG. Before approval is granted DLG must find that the change does not conflict with any federal laws which may prohibit change of the use of the POR Project.
- l. The Owner shall not conduct any archaeological exploration, artifact collection or recovery operation without prior notice to and approval by DLG. Any such investigation shall be conducted under the immediate supervision of a qualified professional archaeologist with training or experience that is acceptable to DLG and shall conform to the standards for archaeological work established by DLG or the National Park Service. If a permit is required, Owner must also obtain prior written approval from DLG. All archeological artifacts recovered from the POR Project shall be curated at a facility approved by DLG. Should the facility charged with the curation of such artifacts cease to exist, or become, for any reason, unwilling to remain in possession of such artifacts or should DLG determine that such party is using such artifacts for purposes other than research, conservation, and display, then possession shall become vested in DLG and Owner or its designee shall immediately surrender control over all such artifacts to DLG.
- m. The Owner shall not erect any signs or advertisements within the POR Project except those designed to provide information to the public of the POR Project location or other POR Project features without prior notice to and approval by DLG.
- n. The Owner shall not permit any rights-of-way, easements of ingress or egress, driveways, roads, utility lines or other easements or servitudes, to be constructed, developed, or maintained into, on, over, under, or across, the POR Project without the prior notice to and approval by DLG.
- o. The Owner shall take all steps necessary, at its own cost, to enforce and preserve its property interest in the POR Project to the extent necessary to comply with its obligations under the MOA and this Deed Restriction and to preserve DLG's rights under the same.

3. **Conversion to Other Use.** The property identified herein has been acquired or developed with federal financial assistance provided by the National Park Service through the Land and Water Conservation Fund program in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. and 4601-5 *et seq.* (1970ed). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary of the Interior shall approve such conversion only

if it is in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions as necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and locations. See 54 U.S.C. § 200305(f)(3)). Also, pursuant to Section 504 of the Rehabilitation Act of 1973, the owner of the property does assure that handicapped persons will not be discriminated against in accordance with 43 CRF Part 17: Nondiscrimination in Federally Assisted Programs of the Department of the Interior.

4. **Notice and Approval.** The purpose of requiring the Owner to notify DLG prior to undertaking certain permitted activities is to afford DLG an adequate opportunity to monitor those activities in question to ensure that they are designed and carried out in a manner that is consistent with the purpose of the Deed Restriction.

- a. Whenever notice is required, Owner shall notify DLG in writing not less than thirty (30) days prior to the date Owner intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit DLG to make an informed judgment as to its consistency with the purpose of this Deed Restriction.
- b. Where DLG's approval is required, DLG shall grant or withhold its approval in writing within thirty (30) days of receipt of Owner's written request therefore. Failure of DLG to deliver a written response to the Owner within such thirty (30) days shall be deemed to constitute approval by DLG of such request unless such act is contrary to any express restriction included herein. DLG's approval may be withheld only upon a reasonable determination by DLG that the action as proposed would be inconsistent with the purpose of this Deed Restriction.

5. **Inspections.** DLG may, but is not required to, make periodic inspections of the POR Project with the consent of Owner, representative of DLG shall be permitted at all reasonable times to inspect the POR Project. Owner covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

6. **Notice of Violation; Corrective Action.** If DLG determines that a violation of the terms of this Deed Restriction has occurred or is threatened, DLG shall give written notice to the Owner of such violation and demand corrective action sufficient to cure the violation. The Owner shall correct deficiencies identified and report those corrections in writing to DLG within the time allowed for cure outlined in Paragraph 8.

7. **Standards for Review.** DLG shall apply the Secretary's Standards in exercising any authority created by the Deed Restriction to inspect the POR Project, to review any construction, alteration, repair or maintenance of the POR Project, or to review casualty damage or to reconstruct or approve reconstruction of the POR Project following casualty damage.

8. **Remedies:**

- a. **Injunction.** If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed Restriction, to enjoin the violation, ex parte as necessary, by restraining order, temporary or permanent injunction, and to require the restoration of the POR Project to the condition indicated in the Baseline Documentation.

In the event that DLG seeks an injunction, DLG shall not be required to post a bond and shall not be required to demonstrate irreparable harm or injury. Owner agrees that DLG's remedies at law for any violation of the terms of this Deed Restriction are inadequate and that DLG shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which DLG may be entitled, including specific performance of the terms of this Deed Restriction, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. DLG's remedies described in this Subparagraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- b. **Damages.** If Owner fails to cure the violation within sixty (60) days after receipt of notice thereof from DLG, or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) period, fails to continue diligently to cure such violation until finally cured, DLG may bring an action at law demanding reimbursement of the money paid to the Owner pursuant to the MOA.

In the alternative, DLG can enter the POR Project and cure the violation itself. It can then bring an action for the cost of performing the maintenance or curing the violation.

- c. **Emergency Enforcement.** If DLG, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the POR Project, DLG may pursue any of its remedies available under this Deed Restriction without notice to Owner and without waiting for the period provided for cure to expire.
- d. **Scope of Relief.** DLG's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Deed Restriction.

- e. **Cost of Enforcement.** All reasonable costs incurred by DLG in enforcing the terms of this Deed Restriction against the Owner, including without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be borne by the Owner without abatement, suspension, deferment or reduction; provided, however, that if Owner ultimately prevails in a judicial enforcement action each party shall bear its own costs.
- f. **Lien.** Owner expressly agrees that DLG shall have, is hereby granted, and shall be entitled to record a lien against the Owner's interested in the POR Project for any unpaid damages or costs of enforcement if DLG so chooses. Any lien on the POR Project created pursuant to this Deed Restriction may be confirmed by judgment and foreclosed by DLG in the same manner as a mechanic's lien except that no lien created pursuant to this Deed Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the POR Project.
- g. **Forbearance.** Forbearance by DLG to exercise any of its rights under this Deed Restriction in the event of any breach of any term of this Deed Restriction by Owner shall not be deemed or construed to be a waiver by DLG of such term or of any subsequent breach of the same or any other terms of this or of any of DLG's rights under this Deed Restriction. No delay or omission by DLG in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.
- h. **Waiver of Certain Defenses.** DLG acknowledges that Owner has read this Deed Restriction, its terms and requirements, and Owner, in full knowledge of its provisions, hereby waives any defense of laches, estoppels, or prescription with respect to any enforcement action instituted by DLG.
- i. **Acts Beyond Owner's Control.** Nothing contained in this Deed Restriction shall be construed to entitle DLG to bring any action against Owner for any injury to or change in the POR Project resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the POR Project resulting from such causes. Notwithstanding the foregoing Paragraph, the Owner remains responsible for maintaining the POR Project to the standard of the Baseline Documentation against wear and tear caused by public use.

9. **Casualty Damage or Destruction; Insurance.** In the event that the POR Project shall be damaged or destroyed by fire, flood, windstorm, tornado, earth movement or other casualty, Owner shall notify DLG in writing within sixty (60) days of the damage or destruction. The notification shall include what, if any, emergency work has already been completed, an assessment of the nature and extent of the damage, a determination of the feasibility of the

restoration of the POR Project if appropriate under the Secretary's Standards, and a report of such restoration work necessary to return the Property to the condition existing at the date hereof if appropriate under the Secretary's Standards.

After reviewing the report provided pursuant to this Paragraph and assessing the availability of insurance proceeds, if Owner and DLG agree that the purpose of the Deed Restriction will be served by such reconstruction and if deemed appropriate under the Secretary's Standards, the Owner and DLG shall establish a schedule under which Owner shall repair or reconstruct the POR Project so that it conforms to the requirements of the MOA and to the condition represented in the Baseline Documentation as closely as possible given the amount of any casualty insurance proceeds available to Owner.

10. **Indemnification.** Owner, to the extent allowable by law, hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, the NPS, DLG, and its agents, officers, employees, contractors, subcontractors, the Commonwealth of Kentucky, the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, losses, fines, costs, charges, demands, orders, judgments, administrative actions, and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against any one of the Indemnified Parties (unless due solely to the negligence of any of the Indemnified Parties while acting within the scope of their employment) by reason of any one or more of the following: (i) DLG's interest in the POR Project or any part thereof, (ii) any accident, injury to or death of person or persons or loss of or damage to property occurring in, on or about the POR Project or any part thereof; (iii) any use, disuse or condition of the POR Project or any part thereof, (iv) the presence or release in, on, or about the POR Project, at any time, of any substance now or hereafter defined, listed or otherwise, classified pursuant to any law, ordinance, or regulation as hazardous, toxic, polluting or contaminating substance, (v) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and Kentucky Revised Statutes § 224.10-020, *et seq.*, by any person in any way affecting, involving, or relating to the POR Project and (vi) the obligations, covenants, representations, and warranties of Paragraphs 8, 11, 12, 13, and 14. Nothing in this Deed Restriction shall be construed as a waiver of the defense of sovereign immunity, as to the Owner and/or LFUCG.

11. **Taxes.** Owner shall pay immediately, when required by law and when first due or owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, charges or fees of whatever description levied on or assessed against the POR Project by a competent authority which may become a lien on the POR Project, including any taxes imposed upon or incurred as a result of this Deed Restriction, unless Owner timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Owner shall furnish DLG with satisfactory evidence of payment upon request.

12. **Representations and Warranties.** Owner represents and warrants that, after

reasonable investigation and to the best of its knowledge:

- a. No substance defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement has hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned or transported in, on, over, under, from or across the POR Project Area;
- b. There are not now any underground storage tanks located within the POR Project, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the POR Project in a manner not in compliance with applicable federal, state and local laws, regulations, and requirements;
- c. Owner and POR Project are in compliance with all federal state and local laws, regulations, ordinances, codes and requirements applicable to the POR Project and its use;
- d. There is no pending or threatened litigation in any way affecting, involving, or relating to the POR Project;
- e. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or any alleged violation of, or failure to comply with, any use, nor do there exist any facts or circumstances that Owner might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;
- f. There are no outstanding surface or subsurface mineral rights associated with the POR Project; and
- g. Owner has sufficient interest in the property comprising the POR Project to grant this Deed Restriction and fulfill all of its terms and conditions fully.

13. **Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the POR Project of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water or soil, or in any way harmful or threatening to human health or the environment, Owner agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

14. **Control.** Nothing in this Deed Restriction shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in DLG to exercise physical or managerial control over the day-to-day operations of the POR Project, or any of Owner's activities on the POR Project, or otherwise become an operator with respect to the POR Project within in the meaning

of the CERCLA and Kentucky Revised Statutes § 224.10-020, et seq.

15. **Written Notice.** Any notice which either Owner or DLG may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: (i) upon delivery if delivered by hand delivery or facsimile transmission, (ii) one (1) business day after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, with return receipt requested, and addressed as follows: if to Owner, 200 East Main Street, Lexington, Ky. 40507, Attn: Monica Conrad, Director of Parks and Recreation; and if to DLG, then to the Commonwealth of Kentucky, Department for Local Government, Attn: Jessica Hill, 100 Airport Road, 3rd Floor, Frankfort, KY 40601. Each party may change its address set forth herein by a notice to such effect to the other party.

16. **Estoppel Certificates.** Upon written request by DLG, Owner shall promptly furnish DLG certification that, to the best of Owner's knowledge, Owner is in compliance with any obligations of Owner contained in this Deed Restriction;

17. **Notice from Government Authorities.** Owner shall deliver to DLG copies of any notice of violation or lien relating to the POR Project received by Owner from any government authority within five (5) days of receipt by Owner. Upon request by DLG, Owner shall promptly furnish DLG with evidence of Owner's compliance with such notice or lien where compliance is required by law.

18. **Proposed Sale of Any Portion of POR Project.** Owner shall promptly notify DLG in writing of any proposed sale of the POR Project, notify DLG of the names and addresses of Owner's successor(s) in interest, and provide the opportunity for DLG to explain the terms of the Deed Restriction to potential new owners or prior to sale closing. In any deed conveying an interest in all or part of POR Project subject to the terms of this Deed Restriction, the Owner shall refer to this Deed Restriction and shall indicate that the Deed Restriction is binding upon all successors in interest to the POR Project in perpetuity.

19. **Runs with the Land.** Except as provided in Paragraphs 8, 9, 22, 23, the obligations imposed by this Deed Restriction shall be effective in perpetuity and shall be deemed to run as a binding servitude with all property which makes up the POR Project. This Deed Restriction shall extend to and be binding upon Owner and DLG and all of each of their successors and assigns. The words "Owner" and "DLG" shall include all such persons. Anything contained herein to the contrary notwithstanding, an owner of any portion of the POR Project shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the property by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained in this Deed Restriction shall be inserted by Owner, verbatim or by express reference, in any subsequent deed or other legal instrument by which Owner divests itself of either the fee simple title or any lesser estate in the property making up the POR Project or any part thereof, including by way of example and not limitation, a lease of all or a portion of the property making up the POR Project.

20. **Assignment.** DLG may, with the express prior written approval of the Owner,

convey, assign, or transfer its respective rights, title, and interest in this Deed Restriction to a duly authorized unit of the federal, state or local government or to a similar local, state or national organization whose purpose, inter alia, are to promote the values of the LWCF Program, provided that such conveyance, assignment or transfer requires that the purpose for which the Deed Restriction was granted will continue to be carried out. In the event that DLG shall cease to be authorized to hold such easements, then DLG shall promptly select another qualified organization with the express prior written approval of Owner, and convey, assign, or transfer to the selected qualified organization all of its respective right, title, and interest under this Deed Restriction. DLG agrees to give written notice to Owner of an assignment at least thirty (30) days prior to the date of such assignment. Approval by the Owner under this paragraph shall not be unreasonably withheld.

21. **Recording and Effective Date.** Grantor shall do and perform at its own cost all acts necessary for the prompt recording of this instrument in the land records of Fayette County, Kentucky. Grantor shall forward a certified copy of the filed Deed Restriction to DLG for its records. Owner and DLG intend that the restrictions arising under this Deed Restriction take effect on the day and year this instrument is recorded in the above-described land records. This instrument may be re-recorded at any time as may be required to preserve the rights in this Deed Restriction.

22. **Agents of DLG.** DLG may assign its rights and obligations under this instrument with regard to maintenance and monitoring of the POR Project to persons, entities, or agencies (“Agents”) as it sees fit. DLG shall notify Owner if such assignment is made and shall provide Owner the name, address, and other contact information for these Agents.

23. **Interpretation.** The following provisions shall govern the effectiveness, interpretation, and duration of the Deed Restriction:

- a. The interpretation and performance of this Deed Restriction shall be governed by the laws of the Commonwealth of Kentucky;
- b. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the POR Project shall not apply in the construction interpretation of this Deed Restriction and this instrument shall be interpreted broadly to affect its purpose and the transfer or rights and restriction on use herein contained;
- c. The parties intend to agree and bind themselves, their successors, and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement in existence either now or hereafter.
- d. The invalidity or unenforceability of any provision of this Deed Restriction shall not affect the validity or enforceability of any other provision of this Deed Restriction or any ancillary or supplementary agreement relating to the subject matter hereof;

- e. Nothing contained herein shall be interpreted to authorize or permit Owner to violate any law regulation, ordinance, code or requirement relating to building materials, construction methods, interior mechanical systems (including, but not limited to, heating, air conditioning, plumbing, electrical, or gas), or use of the POR Project. In the event of any conflict between any such ordinance or regulation and the terms hereof, Owner shall promptly notify DLG of such conflict and shall cooperate with DLG and the applicable governmental entity to accommodate the purpose of both this Deed Restriction and such ordinance or regulation.
- f. To the extent that Owner owns or is entitled to development rights which may exist now or at some time hereafter, whether by reason of applicable zoning or some other similar ordinance, such development rights shall not be exercisable on, above, or below the POR Project during the term of the Deed Restriction, nor shall they be transferred to any adjacent parcel and exercised in a manner what would interfere with the purpose of the Deed Restriction.
- g. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation; and
- h. If circumstances arise under which an amendment to or modification of this Deed Restriction would be appropriate, Owner and DLG may by mutual written agreement jointly amend this Deed Restriction, provided that no amendment shall be made that will adversely affect the qualification of the Deed Restriction or the status of DLG under any applicable law. Any such amendment shall be consistent with the purpose of the Deed Restriction and shall not affect its perpetual duration. Any such amendment shall be recorded, at Owner's cost and obligation, in the land records of Fayette County, Kentucky. Nothing in this paragraph shall require the Owner or DLG to agree to any amendment or bind them to negotiation.

TO HAVE AND TO HOLD unto the Commonwealth of Kentucky, Department for Local Government, for the use and benefit of the Department for Local Government, its successors and assigns forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor its survivors, agents, personal representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the property.

CONSIDERATION CERTIFICATE OF GRANTOR

The Grantor herein hereby certifies that the consideration reflected in this easement as set forth hereinabove, is the full consideration paid for the property rights hereby conveyed.

ACKNOWLEDGMENT OF CONDITIONS BY GRANTOR

The Grantor herein, Lexington-Fayette Urban County Government, and DLG agree that in substance the Baseline Documentation is an objective, though non-exclusive, representation of the POR Project as it exists at the time of the conveyance of this Deed Restriction and documents a portion of the characteristics of the POR Project in its current use and state of improvement.

IN WITNESS WHEREOF, the Grantor and DLG have hereunto set their hands on the date indicated above.

GRANTOR(S)
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Linda Gorton, as Mayor for and on behalf of the Lexington-Fayette Urban County Government.

My commission expires: _____

NOTARY PUBLIC, STATE-AT-LARGE, KY
Notary ID# _____

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Dennis Keene, Commissioner

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Dennis Keene, as Commissioner for and on behalf of the Office of the Governor, Department for Local Government.

My commission expires: _____

NOTARY PUBLIC, STATE-AT-LARGE, KY
Notary ID# _____

Approved as to form and legality:

Matt Stephens
Counsel for the Department for Local Government

This instrument prepared by:

Brandon Gibson, Staff Attorney
Office of the Governor
Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, KY 40601

Upon recording, please return to:
Lexington-Fayette Urban County Government
Department of Law, 11th Floor
200 East Main Street
Lexington, KY 40507

Schedule of Exhibits:

- Exhibit A: MOA between DLG and Grantor
- Exhibit B: Legal Description
- Exhibit C: Proof of Property Interest
- Exhibit D: Baseline Documentation



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:

PON2 112 2400000817

Version: 1

Record Date: 10/25/2023

Document Description: LFUCG Raven Run Meadow Trail #21-01653

Cited Authority: KRS148.022
Outdoor Recreation Programs

Reason for Modification:

Issuer Contact:Name: Jessica Hill
Phone: (502) 573-2382
E-mail: JessicaM.Hill@ky.gov**Vendor Name:**LEXINGTON FAYETTE URBAN CO GOVERNMENT
200 EAST MAIN STREET
LEXINGTON KY 40507**Vendor No.**

KY0032969

Vendor ContactName: Chad Hancock
Phone: 8592583313
Email: chancock@lexingtonky.gov

Effective From: 10/31/2023

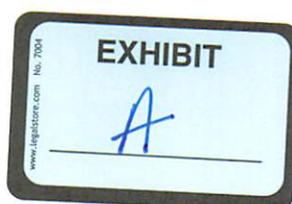
Effective To: 09/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG Raven Run Meadow Trail #21-01653	\$0.000000	\$25,000.00	\$25,000.00

Extended Description:

The City of Lexington is requesting \$25,000.00 from the Land and Water Conservation Fund to make needed repairs to the Meadow Trail at the Raven Run Nature Sanctuary. The scope of work includes the purchase of a mini excavator, restoration of the native habitat by instilling native plant seed, creation of a rainwater collection system, and restoration of the wetlands along the meadow trail. Project is federally funded by the National Park Service.

Shipping Information:	Billing Information:
Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601	Department for Local Government - Office of Grants 100 Airport Rd, 3rd Fl Frankfort KY 40601

TOTAL CONTRACT AMOUNT:**\$25,000.00**

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2400000817	LFUCG Raven Run Meadow Trail #21-01653	

GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 21-01653

Subrecipient: Lexington-Fayette Urban County Government

Project Name: Raven Run Meadow Trail Improvement

Federal Agency: US Department of Interior- National Park Service

Pass-Through Agency: Kentucky Department for Local Government

CFDA Title: Land and Water Conservation Fund

CFDA Number: 15.916

	Document Description	Page 3
2400000817	LFUCG Raven Run Meadow Trail #21-01653	

MEMORANDUM OF AGREEMENT TERMS AND CONDITIONS

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government (“the Commonwealth”) and the Lexington-Fayette Urban County Government (“the Contractor”) to establish an agreement for the Raven Run Meadow Trail Improvement. The initial MOA is effective from October 31, 2023 through September 30, 2026.

Scope of Services:

The City of Lexington is requesting \$25,000.00 from the Land and Water Conservation Fund to make needed repairs to the Meadow Trail at the Raven Run Nature Sanctuary. The scope of work includes the:

- 1) Purchase of a mini excavator to be used for trail repairs at the park. Repairs include:
 - Create drainage ditches to collect runoff water without causing excessive erosion.
 - Regrade the slope of the trails to better allow water runoff.
 - Add top soil in areas with severe erosion.
 - Compact soil to better accommodate UTV vehicles.
 - Reroute small sections of trail as needed.
- 2) Restoration of the native habitat by instilling native plant seed.
- 3) Creation of a rainwater collection system.
- 4) Restoration of the wetlands along the meadow trail.

Pricing:

Land and Water Conservation Fund (LWCF), not to exceed: \$25,000.00

Reimbursement provided to the recipient on basis of documented applicable expenses (invoices, cancelled checks, payroll or timesheet registers).

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COMMONWEALTH OF KENTUCKY, DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF FEDERAL GRANTS, LAND AND WATER CONSERVATION FUND (LWCF)

1 - OBLIGATIONS OF DLG

DLG covenants and agrees, conditioned upon the timely performance by the other parties of their respective obligations, to undertake the following obligations:

A. DLG shall, subject to the availability of the appropriate federal funds for the project, reimburse to the Local Agency an amount not to exceed (\$25,000.00). The Local Agency shall make full payment for the cost of an item and/or provide documentation for in-kind contributions before submitting a request for reimbursement of eligible project costs. During the term of this Agreement, eligible project costs are identified in Attachment A, Scope of Services and Budget. Reimbursement requests should be made Quarterly. A request for reimbursement may not be submitted to DLG for less than 25 percent of the total eligible project costs. The rate of reimbursement will be 50 percent. The final 25 percent of the LWCF grant will be withheld until the project is completed, inspected, and accepted by DLG staff and representatives of the National Park Service and the required Deed Restriction is recorded.

B. DLG and NPS may, but are not required to, make periodic inspections of the Project and may send inspection reports to the Local Agency. The Local Agency shall correct deficiencies identified in the inspection report and their correction reported in writing to DLG within two weeks of receipt of the inspection report.

C. DLG shall cooperate fully with the Local Agency in order to facilitate the obligations set out in this Agreement.

2 - OBLIGATIONS OF THE LOCAL AGENCY

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The Local Agency covenants and agrees to undertake the following obligations:

A. The Local Agency shall perform and cause to be performed all necessary acts to plan, design and construct the Project in accordance with applicable law and the provisions stated herein.

B. The Local Agency shall obtain all necessary permits, licenses and approval from the appropriate governmental entities for construction of the Project.

C. The Local Agency shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies and require all contractors employed by the Local Agency to comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies. In particular, the Local Agency, and it's contractors shall comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. As evidence of the grant recipient's intention to comply, a Standard Form 424D, Assurances - Construction Programs, shall be signed by the authorized certifying official and made a part of this Agreement. If applicable, the Local Agency shall provide documentation to show compliance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1990 as amended. This documentation must be submitted before the first request for reimbursement is made. The Local Agency shall use its own procurement procedures that reflect applicable state and local laws for all purchases of goods or services related to the Project. Shall comply with 2 CFR Part 200, 2 CFR Part 182 & 1401, 2 CFR 180-1400, 43 CFR 18, 2 CFR Part 175, 2 CFR Part 25, 2 CFR Part 170.

D. The Local Agency shall appropriately address any advisory comments that are attached to the Kentucky State Clearinghouse's notification letter relating to the grant recipient's project. If applicable, evidence that the advisory comments have been satisfactorily addressed must be submitted to DLG before any work can begin on this project. Additionally, during the period of performance, the Local Agency shall notify DLG immediately if any significant adverse environmental impacts result from project implementation and shall cease all project activity until an evaluation is made by DLG and its representatives to determine what actions are necessary and appropriate.

E. The Local Agency shall erect and maintain, in perpetuity, a sign on the Project site acknowledging that the Project was completed with LWCF financial assistance.

F. The Local Agency shall retain all records relating to the project until DLG audits the records, or for three years after the Project is closed out, whichever occurs first. The records include, but are not limited to, the following:

- Payroll register by pay period showing names, hours worked, hourly rate, benefits, deductions, gross pay, and net pay.

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- Final cost summary of all payroll registers.
- Time sheets signed by both employees and their respective supervisors.
- Invoices for purchased materials.
- Invoices for all design and construction costs.
- Each invoice shall have the date paid and check number indicated on it.
- Cancelled checks or copies thereof.
- Copies of documents used in procurement (advertisements, plans and specifications, bid tabulations, contracts, and change orders).
- Statements specifying donations to the project signed by the donor.

G. A copy of the Local Agency's resolution authorizing the execution of this Agreement is attached hereto and made a part hereof.

H. The Local Agency shall cooperate fully with DLG and provide any documentation requested by DLG in order to facilitate the obligations set out in this Agreement.

I. The Local Agency shall submit quarterly progress reports to DLG in the form prescribed by DLG until the Project is closed out by DLG. The reports shall be submitted by the 15th day of the month following the last day of each calendar quarter (i.e., January 15th, April 15th, July 15th, and October 15th). The report shall list, at a minimum, the line items in the cost estimate and the percent of completion as well as any indication of problems or time delays. The final quarterly progress report shall act as the Project Completion Report. The Progress Completion Report must be approved by DLG. Any deficiencies found in the Progress Completion Report shall be remedied by the Local Agency no later than 2 weeks from receipt of notification.

J. The Local Agency shall execute and record in the public property records of the county clerk's office a limitation of use notice, deed of restriction, or other appropriate document dedicating the property in perpetuity to public outdoor recreation in accordance with the Conditions set forth below. The document shall identify the property by the project boundary map submitted with the application to the Department. The document and the County Clerk's filing certification shall be submitted to DLG along with the Local Agency's first request for reimbursement under this agreement. A deed restriction must be recorded prior to receiving final reimbursement. The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described consistent with the Land and Water Conservation Fund Act.

Upon Project completion, the Local Agency shall operate and maintain the Project as follows:

- Facilities shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
- Facilities shall be kept reasonably safe for public use.
- Facilities shall be kept open for public use at reasonable hours and times of the year for

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perpetuity.

- Facilities shall be kept open for all persons regardless of race, color, sex, national origin, or disability.

K. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement shall be deemed a default of this Agreement by the Local Agency, with the Local Agency returning those funds to DLG, if DLG has made reimbursement to the Local Agency.

3 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

B. In the event of default by the Local Agency, including the failure to meet any time deadlines or provisions set out in this Agreement, DLG may declare this Agreement void from the beginning without further obligation to the Local Agency and may commence appropriate legal or equitable action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

D. Both parties, DLG and the Local Agency, acknowledge that this Agreement is entered into under the provision of KRS 45A.023, and that future Kentucky General Assemblies may discontinue funding in subsequent budgets.

4 - MISCELLANEOUS PROVISIONS

A. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

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B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.

D. No decision-making official or employee of the Local Agency involved in discussions regarding a contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract.

E. No person performing services for the Local Agency in connection with this project shall have a financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed in the Local Agency's public meeting and reflected in the Public Agency's public meeting minutes, and such officer, employee, or person has not participated in the acquisition of said property for or on behalf of the Local Agency.

F. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, superseded all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

G. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

H. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.

I. The Grantee hereby agrees to adopt the provisions of DLG's Implementation Plan for Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq (nondiscrimination in use of federal funds), a copy of which is available upon request. In lieu of this requirement, the Grantee may adopt its own Title VI Implementation Plan, provided that the Grantee attaches hereto a copy of its Title VI Implementation Plan and any applicable annual updates.

J. All notices, requests, demands, waivers, and other communications given as provided in this

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Agreement shall be in writing, and shall be addressed as follows:

If to DLG: Department for Local Government
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601
ATTENTION: Office of Federal Grants

If to the Local Agency: Lexington-Fayette Urban County Government
200 E Main Street
Lexington, Kentucky 40507
ATTENTION: Mayor Linda Gorton

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**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

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4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

Commonwealth of Kentucky:



 Signature

Dennis Keene

 Printed Name

Commissioner
 Department for Local Government

 Title

10-20-2023

 Date

**Lexington-Fayette Urban County
 Government**


 Signature

Linda Gorton

 Printed Name

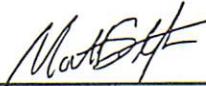
Mayor, LFUCG

 Title

10/17/2023

 Date

Approved as to form and legality:



 Signature

Matthew Stephens

 Printed Name

General Counsel
 Department for Local Government

 Title

10-19-23

 Date

 Signature

 Title

 Printed Name

 Date

Legal Description

Tract I – 3990 Raven Run Way

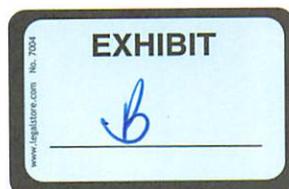
All that tract or parcel of land in the County of Fayette, State of Kentucky, described as follows, to-wit: Begging at a point in the center of the Jacks Creek Pike, corner to Eula Reynolds McHatton; thence with Eula Reynolds McHatton's line N 4 deg. 24' E 1204 ½ feet; thence S 83 deg. 11' E 568.6 feet to a stone, corner to Harold Prather and Nancy Prather; thence with the said Prathers for two lines as follows: S 10 deg. 20' W 1152 feet to a stone in a 20 foot passway; thence with the center of the passway S 75 deg. 5' W 298 ½ feet to the center of the pike; thence N 67 deg. 58' W 170 ½ feet to the beginning, containing 14 acres, and being Tract No. 1 on a plat of the Division of Estate of Wm. S. Prather, dec'd, dated Feb. 5th and 12th, 1923, prepared by John W. Gunn and filed in Fayette Circuit Court in C. A. No. 5786 (old series).

Being the same property conveyed to the City of Lexington, by deed dated June 13, 1969, of record in Deed Book 964, Page 414, in the Fayette County Clerk's Office.

Tract II – 3785 Raven Run Way

All that tract or parcel of land situated on the Kentucky River, near the Jacks Creek Pike, and surrounded by the waters of Raven Creek, near Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

BEGINNING at a point in the northwest corner of the Katherine Ballard Estate, said point also being in the line of Eula McHatton; thence with said Katherine Ballard Estate and continuing with Harold Prather S. 82 deg. 37 min. E. 2021.8 feet to the line of Charles Heeter; thence with Heeter for five calls N. 06 deg. 16 min. E. 252.0 feet, N. 06 deg. 20 min. E. 267.0 feet, N. 05 deg. 49 min. E. 250.7 feet, N. 06 deg. 38 min. E. 170.0 feet, and N. 01 deg. 58 min. E. 59.0 feet to the center line of a branch; thence with said center line of said branch for twelve calls N. 67 deg. 55 min. E. 238.7 feet, N. 52 deg. 12 min. E. 113.7 feet, N. 71 deg. 20 min. E. 207.7 feet, N. 74 deg. 40 min. E. 292.2 feet, N. 74 deg. 12 min. E. 143.3 feet N. 47 deg. 01 min. E. 298.2 feet, N. 55 deg. 41 min. E. 359.0 feet, N. 70 deg. 24 min. E. 191.8 feet, N. 53 deg. 01 min. E. 235.0 feet., N. 55 deg. 10 min. E. 386.5 feet, S. 78 deg. 50 min. E. 125.0 feet and N. 89 deg. 20 min. E. 100 feet to the westerly edge of the Kentucky River; thence with said Kentucky River N. 34 deg. 06 min. W. 346.1 feet to the center line of Raven Creek; thence with said center line of Raven Creek for thirty-eight calls N. 84 deg. 02 min. W. 226.6 feet, N. 31 deg. 36 min. W. 356.2 feet, N. 67 deg. 56 min. W. 229.1 feet, N. 24 deg. 20 min. W. 302 feet, N. 58 deg. 13 min. W. 379.0 feet, N. 37 deg. 23 min. W. 379.5 feet, N. 64 deg. 26 min. W. 266.3 feet, N. 53 deg. 50 min. W. 176.8 feet, N. 33 deg. 24 min. W. 124.9 feet, N. 31 deg. 49 min. W. 219.5 feet, N. 51 deg. 08 min. W. 136.2 feet, N. 80 deg. 34 min. W. 182.7 feet, S. 71 deg. 43 min. W. 220.3 feet, N. 77 deg. 33 min. W. 103.4 feet, N. 02 deg. 49 min. E. 363.8 feet, N. 34 deg. 35 min. W. 265.4 feet, N. 78 deg. 10 min. W. 125.0 feet, S. 57 deg. 30 min. W. 170.5 feet, S. 70 deg. 03 min. W. 218.0 feet, S. 83 deg. 39 min. W. 171.5 feet, S. 40 deg. 59 min. W. 307.9 feet, S. 53 deg. 09 min. W. 245.2 feet, S. 00 deg. 58 min. W. 148.5 feet, S. 17 deg. 00 min. E. 158.6 feet, S. 63 deg. 28 min. E. 225.0 feet, S. 17 deg. 41 min. E. 198.5 feet, S. 05 deg. 27 min. W. 143.5 feet, S. 27 deg. 15 min. W. 282.0 feet, S. 27 deg. 48 min. W. 218.0 feet, S. 47 deg. 04 min. W. 143.2 feet, S. 23 deg. 33 min. W. 115.3 feet, S. 73 deg. 48 min. W. 294.0 feet, S. 11 deg. 20 min. E. 156.2 feet, S. 08 deg. 39 min. E. 202.9 feet,



S. 01 deg. 54 min. E. 165.3 feet, S. 02 deg. 51 min. W. 138.2 feet, S. 27 deg. 25 min. W. 245.9 feet and S. 36 deg. 19 min. W. 214.0 feet to a point in line with Eula McHatton; thence with McHatton for six calls, S. 54 deg. 27 min. E. 68.6 feet, S. 05 deg. 03 min. W. 181.3 feet, S. 07 deg. 39 min. W. 59.7 feet, S. 03 deg. 17 min. W. 197.0 feet, S. 05 deg. 22 min. W. 784.5 feet and S. 06 deg. 05 min. W. 217.1 feet to the beginning, and containing 264.9 acres, more or less, as shown by survey made in January, 1966 by Cecil C. Harp, Engineers.

Being the same property conveyed to the City of Lexington by deed dated April 25, 1966, of record in Deed Book 866, Page 292 in the Fayette County Clerk's Office.

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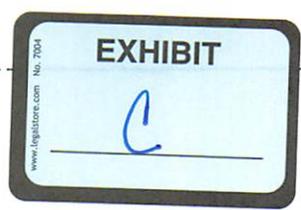
COMMISSIONER'S DEED

WHEREAS, in the action in the Fayette County Court styled CITY OF LEXINGTON, a municipal corporation, vs. ELIZABETH BALLARD HESTER, a single woman; RUTH BALLARD BROWN and GEORGE W. BROWN, her husband; JOHN BALLARD and BARBARA BALLARD, his wife; FLORENCE BALLARD WALTERS and ELWOOD WALTERS, her husband; JEANETTE BALLARD STERCHI and DONALD STERCHI, her husband; ROBERT BALLARD and BETTY ROSE BALLARD, his wife; NELL BALLARD VARNEY and ROY VARNEY, her husband; JESSE E. BALLARD and MARTHA BALLARD, his wife; PATRICIA SNIDER BALLARD, widow of Roy Ballard, deceased; PATRICK LEE BALLARD, an infant age 17; TIMOTHY EDWARD BALLARD, an infant age 15; JENNIFER HUNT BALLARD, an infant age 15; MARIAN ELLIS BALLARD, an infant age 13; and MRS. ALFORD BAILEY, a single woman; Civil Action No. 260, a judgment was entered on the 16th day of April, 1969, and recorded in Order Book 88, Page 260, in the Fayette County Court Clerk's Office, ordering the payment of \$12,000.00 to the defendants for the land and materials taken, as described in the petition, and for all other damages, both present and prospective, which payment was authorized to be paid to the Fayette County Court Clerk; and

WHEREAS, in said judgment, James Elam was appointed as Special Commissioner of the Fayette County Court to execute a deed of conveyance to the City of Lexington; and

WHEREAS, the aforesaid consideration has been paid;

NOW, THEREFORE, THIS DEED, made and entered into this 13th day of ^{June}~~May~~, 1969, by and between JAMES ELAM, SPECIAL COMMISSIONER OF THE FAYETTE COUNTY COURT, for and on behalf of the above named defendants, party of the first part, and the



CITY OF LEXINGTON, a municipal corporation, party of the second part,

W I T N E S S E T H :

THAT for and in consideration of the premises, party of the first part has BARGAINED AND SOLD, and does hereby GRANT AND CONVEY, unto the party of the second part, its successors and assigns, forever, the real property and real property rights as hereinafter more fully set forth:

All of that tract or parcel of land in the County of Fayette, State of Kentucky, described as follows, to-wit: Beginning at a point in the center of the Jacks Creek Pike, corner to Eula Reynolds McHatton; thence with Eula Reynolds McHatton's line N 4° 24' E 1204 1/2 feet; thence S 83° 11' E 568.6 feet to a stone, corner to Harold Prather and Nancy Prather; thence with the said Prathers for two lines as follows: S 10° 20' W 1152 feet to a stone in a 20 foot passway; thence with the center of the passway S 75° 5' W 298 1/2 feet to center of the pike; thence N 67° 58' W 170 1/2 feet to the beginning, containing 14 acres, and being Tract No. 1 on a plat of the Division of Estate of Wm. S. Prather, dec'd, dated Feb. 5th and 12th, 1923, prepared by John W. Gunn and filed in Fayette Circuit Court in C. A. No. 5786 (old series).

Being the same property conveyed to Katherine Ballard for life with remainder to her children by Florence McMurtry, Trustee, a single woman, by deed dated August 31, 1937, and recorded in Deed Book 297, Page 291, Fayette County Court Clerk's Office. Said Katherine Ballard died intestate in March of 1947. For Affidavit of Descent see Deed Book 907, Page 435, Fayette County Court Clerk's Office.

TO HAVE AND TO HOLD said property unto the party of the second part, its successors and assigns forever, with all the rights and privileges thereunto belonging as hereinbefore more particularly set forth.

Said conveyance is made by the Special Commissioner only in his official capacity and does not imply any personal liability therefor. The parties to said action, whose title

subscribed

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is passed by this conveyance, are the defendants in the above described action.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand this the day and year first above written.

James Elam

JAMES ELAM
SPECIAL COMMISSIONER
FAYETTE COUNTY COURT

Examined and approved in open Court, this 16 day of ~~May~~ June 1969.

[Signature]

Judge, Fayette County Court

STATE OF KENTUCKY
FAYETTE COUNTY COURT

The Special Commissioner of the Fayette County Court, produced the foregoing deed of conveyance to the City of Lexington, which was examined and approved by the Court, and said Commissioner acknowledged same to be his true act and deed; wherefore the same was ordered to be and is hereby certified to the proper office for record.

This 6/13 day of ~~May~~ June, 1969.

LARRY J. HOPKINS
Clerk, Fayette County Court

By *[Signature]*

Deputy Clerk

This Instrument Prepared By
Harbison, Kessinger, Lisle & Bush
Attorneys At Law, of 710 Security Trust Co. Bldg
Lexington, Kentucky

George W. Mills

Attorney

\$ 12.00 Recd. 204

Do. 6-16-69.
ss.

BOOK 868 PAGE 292

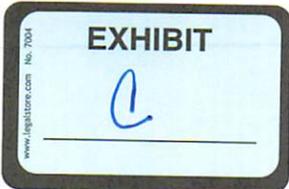
THIS DEED, made and entered into this 25th day of April, 1966, by and between JOHN TYRE DENTON, JR., AND MARILYN W. DENTON, his wife, parties of the first part, and the CITY OF LEXINGTON, a municipal corporation, party of the second part,

WITNESSETH:

THAT for and in consideration of One (\$1.00) Dollar and other valuable consideration in hand paid to first parties, by party of the second part, receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and do hereby grant and convey unto the said party of the second part, its successors and assigns, all that certain tract of farm land located in Fayette County, Kentucky, and described as follows:

All that tract or parcel of land situated on the Kentucky River, near the Jacks Creek Pike, and surrounded by the waters of Raven Creek, near Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

BEGINNING at a point in the northwest corner of the Katherine Ballard Estate, said point also being in the line of Eula McHatton; thence with said Katherine Ballard Estate and continuing with Harold Prather S. 82 deg. 37 min. E. 2021.8 feet to the line of Charles Heeter; thence with Heeter for five calls N. 06 deg. 16 min. E. 252.0 feet, N. 06 deg. 20 min. E. 267.0 feet, N. 05 deg. 49 min. E. 250.7 feet, N. 06 deg. 38 min. E. 170.0 feet, and N. 01 deg. 58 min. E. 59.0 feet to the center line of a branch; thence with said center line of said branch for twelve calls N. 67 deg. 55 min. E. 238.7 feet, N. 52 deg. 12 min. E. 113.7 feet, N. 71 deg. 20 min. E. 207.7 feet, N. 74 deg. 40 min. E. 292.2 feet, N. 74 deg. 12 min. E. 143.3 feet N. 47 deg. 01 min. E. 298.2 feet, N. 55 deg. 41 min. E. 359.0 feet, N. 70 deg. 24 min. E. 191.8 feet, N. 53 deg. 01 min. E. 235.0 feet, N. 55 deg. 10 min. E. 386.5 feet, S. 78 deg. 50 min. E. 125.0 feet and N. 89 deg. 20 min. E. 100 feet to the westerly edge of the Kentucky River; thence with said Kentucky River N. 34



deg. 06 min. W. 346.1 feet to the center line of Raven Creek; thence with said center line of Raven Creek for thirty-eight calls N. 84 deg. 02 min. W. 226.6 feet, N. 31 deg. 36 min. W. 356.2 feet, N. 67 deg. 56 min. W. 229.1 feet, N. 24 deg. 20 min. W. 302 feet, N. 58 deg. 13 min. W. 379.0 feet, N. 37 deg. 23 min. W. 379.5 feet, N. 64 deg. 26 min. W. 266.3 feet, N. 53 deg. 50 min. W. 176.8 feet, N. 33 deg. 24 min. W. 124.9 feet, N. 31 deg. 49 min. W. 219.5 feet, N. 51 deg. 08 min. W. 136.2 feet, N. 80 deg. 34 min. W. 182.7 feet, S. 71 deg. 43 min. W. 220.3 feet, N. 77 deg. 33 min. W. 103.4 feet, N. 02 deg. 49 min. E. 363.8 feet, N. 34 deg. 35 min. W. 265.4 feet, N. 78 deg. 10 min. W. 125.0 feet, S. 57 deg. 30 min. W. 170.5 feet, S. 70 deg. 03 min. W. 218.0 feet, S. 83 deg. 39 min. W. 171.5 feet, S. 40 deg. 59 min. W. 307.9 feet, S. 53 deg. 09 min. W. 245.2 feet, S. 00 deg. 58 min. W. 148.5 feet, S. 17 deg. 00 min. E. 158.6 feet, S. 63 deg. 28 min. E. 225.0 feet, S. 17 deg. 41 min. E. 198.5 feet, S. 05 deg. 27 min. W. 143.5 feet, S. 27 deg. 15 min. W. 282.0 feet, S. 27 deg. 48 min. W. 218.0 feet, S. 47 deg. 04 min. W. 143.2 feet, S. 23 deg. 33 min. W. 115.3 feet, S. 73 deg. 48 min. W. 294.0 feet, S. 11 deg. 20 min. E. 156.2 feet, S. 08 deg. 39 min. E. 202.9 feet, S. 01 deg. 54 min. E. 165.3 feet, S. 02 deg. 51 min. W. 138.2 feet, S. 27 deg. 25 min. W. 245.9 feet and S. 36 deg. 19 min. W. 214.0 feet to a point in line with Eula McHatton; thence with McHatton for six calls, S. 54 deg. 27 min. E. 68.6 feet, S. 05 deg. 03 min. W. 181.3 feet, S. 07 deg. 39 min. W. 59.7 feet, S. 03 deg. 17 min. W. 197.0 feet, S. 05 deg. 22 min. W. 784.4 feet and S. 06 deg. 05 min. W. 217.1 feet to the beginning, and containing 264.9 acres, more or less, as shown by survey made in January, 1966 by Cecil C. Harp, Engineers.

Being the same property conveyed to John Tyre Denton, Jr., from Union Bank and Trust Company, Inc., Executor under the will of W. R. Bowman, et al., by deed dated March 10, 1938, and of record in the office of the Fayette County Court Clerk in Deed Book 300, Page 467.

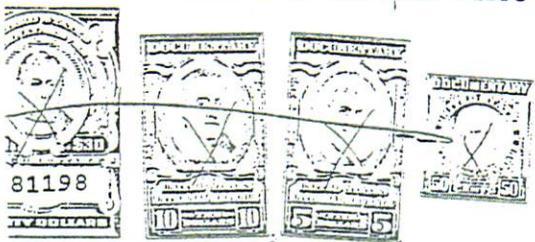
TO HAVE AND TO HOLD said property unto the said party of the second part, its successors and assigns forever, with Covenant of GENERAL WARRANTY, and said parties of the first part do hereby fully release all of their right, title and interest in and to said property, including dower, and all other rights and exemptions allowed by law.

76-1123

The right of ingress and egress from the Jacks Creek Pike over and across the land of Ballard to the within conveyed property is specifically warranted. The Commissioners, in dividing the land of Martha Prather in 1903, provided a pas-way from the Jacks Creek Pike across the tract of land then allotted to Mattie M. White (now Ballard) and said reserved pass-way is now reserved across the land of said Ballard from the point of beginning and the above description along the line of Eula McHatton (formerly Albert Johnson, formerly King) 1196 feet to the Jacks Creek Pike. Said reserved pass-way along Eula McHatton (formerly Albert Johnson, formerly King's) line was never used as a pass-way by owners of the above described land and by unrecorded agreement of the parties the pass-way is being used at another location across said Ballard's land to the said Jacks Creek Pike.



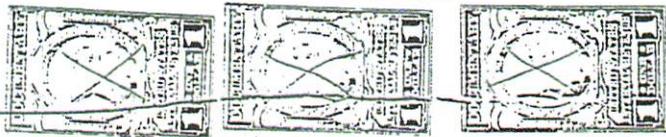
IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands this the date first above written.



John Tyre Denton Jr
JOHN TYRE DENTON, JR.

Marilyn W. Denton
MARILYN W. DENTON

STATE OF KENTUCKY)
SCT
COUNTY OF FAYETTE)



I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Deed of Conveyance from JOHN TYRE DENTON, JR., AND MARILYN W. DENTON, his wife, to CITY OF LEXINGTON, a municipal corporation, was produced before me in said State and County and acknowledged by the said John Tyre Denton, Jr., and Marilyn W. Denton, his wife, to be their free act and deed.

WITNESS my hand and notarial seal this 25th day of April, 1966.

My commission expires _____ My commission expires September 23, 1967



Gladys Bell
NOTARY PUBLIC, FAYETTE COUNTY, KENTUCKY

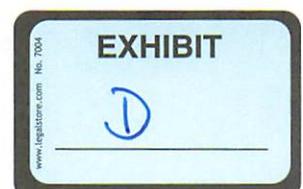
Prepared By:
C. A. T. Denton
Lexington, Ky

Exhibit D: Raven Run, Baseline Documentation**Location:** 3885 Raven Run Way, Lexington, KY 40515**Acreage:** 734 acres

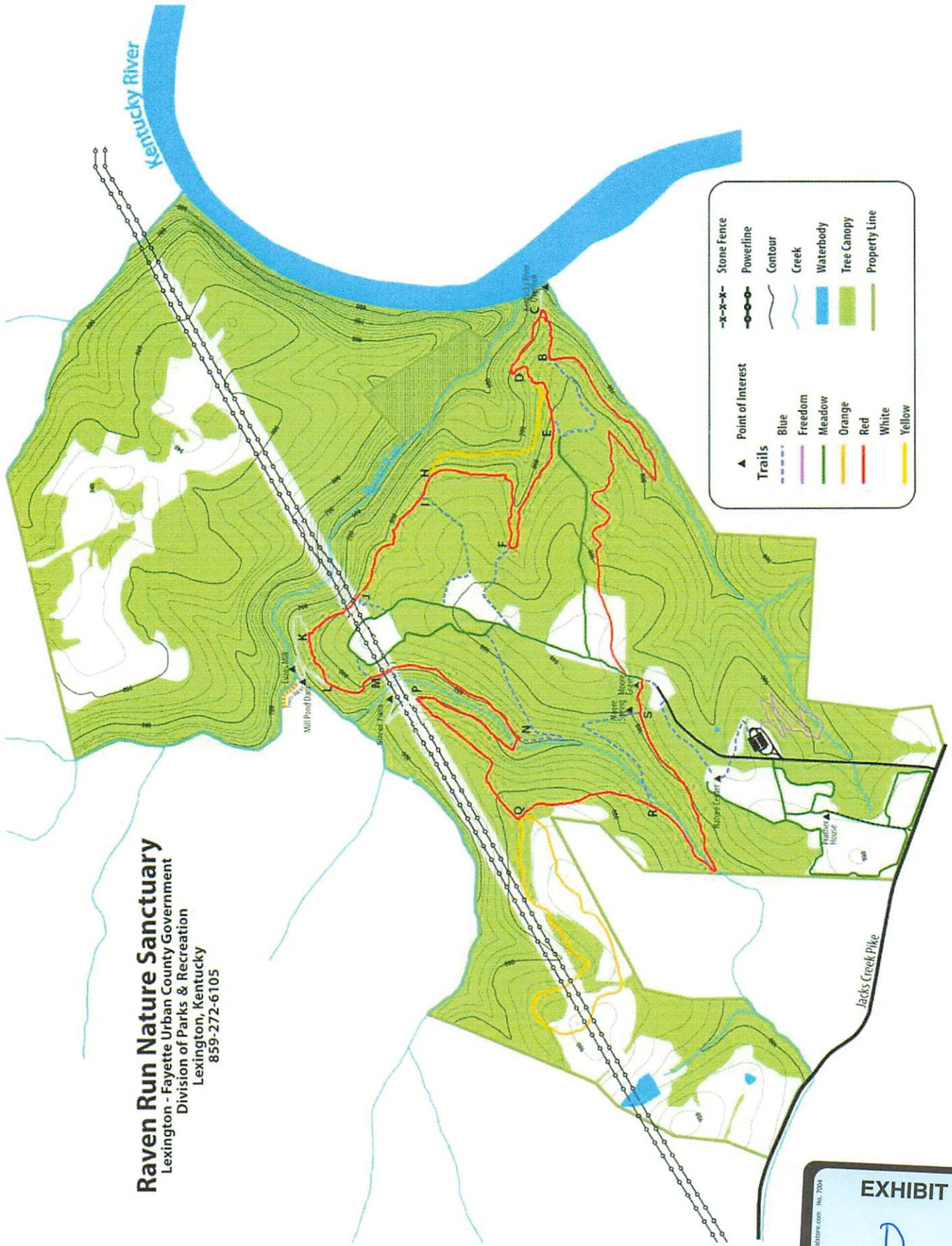
Land's Prior Uses: In pre-settlement times, Woodland populations used the site that is now Raven Run for hunting and foraging. Between 1000AD and 1700AD, Fort Ancient peoples began using agricultural practices that allowed them to settle on and around the site. In 1790, 2,400 acres, including Raven Run acreage, were gifted to Henry Bell for his service in the French and Indian War. Later, In 1800, Jesse Copher purchased 600 acres of land from Bell and the first phase of Prather House construction began when Baruch Prather purchased 164 acres from Copher in 1804. In 1830, Peter Evans received permission from the county to build a road between Old Richmond Road and Jacks Creek Pike, which ran down into Raven Run Creek. In 1833, Evans built his mill and remnants of the structure are still found at Raven Run today. From 1850-1871, Archibald Moore purchased and lived on 15 acres of land near the south fork of Raven Run Creek; he is buried in the park at the site of his former homestead. Between 1871 and 1966, the land was used for farming and livestock production, until the Lexington Fayette Urban County Government purchased the property from John Denton for use as a dry landfill. The site was used for this purpose until 1977, when local government officials dedicated the property as a nature sanctuary and had it registered as a state natural area. In 1984, the property came under the auspices of Lexington Parks and Recreation, where it remains today. In 1999, one hundred acres were purchased to add to the sanctuary, and another 257 acres were added in 2006. The current nature Center was built between 2008 and 2010.

Land's Current Uses: Today, Raven Run serves 65,000+ visitors annually for passive and active recreational opportunities. The park is a unique, 734-acre nature sanctuary dedicated to preserving the beauty of the Kentucky River Palisades and early Kentucky history. Features include a lime kiln, mill, stone fences, the Prather House, and family cemeteries. Over 10 miles of hiking trails provide access to streams, meadows and woodlands characteristic of the Bluegrass Region. Numerous 19th century remnants of early settlers, 600 species of plants and 200 species of birds allow visitors to become acquainted with and develop an appreciation for the natural world. The park borders the Kentucky River and offers visitors a stunning overlook that provides views of the Kentucky River Palisades. Staff provide 100+ public programs per year focusing on environmental, conservation, and historical education.

Land's Future Use: Outdoor public recreation in perpetuity.



Raven Run Nature Sanctuary
 Lexington - Fayette Urban County Government
 Division of Parks & Recreation
 Lexington, Kentucky
 859-272-6105



www.legisstore.com No. 7204

EXHIBIT

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