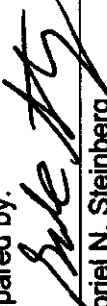


After Recording Return To:

Lexington-Fayette Urban County Government
Attn: Logan Askew, Commissioner of Law
200 East Main Street
Lexington, KY 40507

Prepared by:


Gabriel N. Steinberg
Special Counsel for Real Estate
Office of Regional Counsel (4L)
General Services Administration
Region IV, Atlanta, GA
GSA Control No.: 4-D-KY-0622-AB

QUITCLAIM DEED

THIS INDENTURE, made this the 27th day of January, 2009, between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services ("GSA"), under and pursuant to the powers and authority contained in the provisions of the Property Act at 40 U.S.C. §§ 541 et seq. (formerly the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended), and regulations and orders promulgated thereunder, and Lexington-Fayette Urban County Government, a political subdivision of the Commonwealth of Kentucky, 200 East Main Street, Lexington, KY, 40507, Grantee.

WITNESSETH:

NOW, THEREFORE, the Grantor, without monetary consideration, pursuant to 40 U. S. C. 553(p)(3), but for the good and valuable consideration of the use of the Property for emergency management response services, does hereby remise, release and forever quitclaim, unto the said Grantee, its successors and assigns, without representation or warranty, expressed or implied, all its right, title, interest, claim and demand which the said Grantor has or may have had in and to all that tract of land situated in Fayette County, Kentucky, and being more particularly described in Exhibit "A," which is attached hereto, made a part hereof, and consists of two (2) pages.

TOGETHER with all and singular the woods, ways, rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in any wise appertaining,

and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof.

The Property, being a portion of the same property conveyed to the Grantor by Quitclaim Deed dated October 2, 1974 from the County Board of Fayette County, Kentucky, recorded in Deed Book 1114, Page 61, of the Clerk's Office of Fayette County, Kentucky.

SUBJECT, HOWEVER, to any and all existing easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, drainage, waterlines, pipelines and public utilities. More specifically subject to:

1. A 20-foot easement to AT&T, Deed Book 1492, Page 519 and Deed Book 1517, Page 8.
2. A waterline easement, Deed Book 1142, Page 262.
3. A pipeline easement to Columbia Gas, Deed Book 942, Page 593.
4. A 50-foot access and utility easement.

All as more fully set forth on the Record Plat 2008-170CE, Plat Cabinet N, Slide 426 filed December 2, 2008, in the records of the Fayette County Clerk.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, to comply with the Federal Aviation Administration (FAA) restriction that any construction or alteration on the Property is prohibited unless a determination of "no hazard to air navigation" is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

GRANTEE covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee and such successors, and assigns shall not discriminate upon the basis of race, color,

religion, national origin, or sex in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the Property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) 42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantees, their heirs, successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

The Grantee covenants for itself and its successors and assigns that it understands that the Property is being conveyed pursuant to 40 U. S. C. Section 553 for emergency management response use and agrees that the Property will be used and maintained as an emergency management response facility in perpetuity, and that in event the Property ceases to be used or maintained as an emergency management response facility, all or any portion of the Property shall, in its then existing condition, at the option of the Grantor, revert to the Grantor.

Further, the Grantee agrees for itself, its successors and assigns that pursuant to 40 U. S. C. Section 553 and 41 CFR Sections 102-75.750 through 75.815 to the following:

- i. The Administrator of General Services (GSA) has the responsibility for enforcing compliance with the terms and conditions of disposals; the reformation, correction, or amendment of any disposal instrument; the granting of releases; and any action necessary for recapturing such property in accordance with the provisions of section 40 U. S. C. 553(e).

ii. The Federal Emergency Management Agency ("FEMA") will notify GSA upon discovery of any information indicating a change in use and, upon request, make a re-determination of continued appropriateness of the use of a transferred property.

iii. In each case of repossession under a reversion of title by reason of non-compliance with the terms of the conveyance documents, application or other cause, FEMA shall, at or prior to such repossession, provide the appropriate GSA regional office with an accurate description of the real and related personal property involved. Upon receipt of advice from FEMA that such property has been repossessed and/or title has reverted, GSA will act to ensure that the Grantee shall be required to provide protection and maintenance for the property until such time as the title reverts to the Federal Government, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed in the GSA Customer Guide to Real Property.


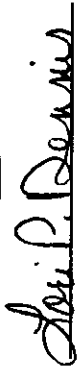
The Property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the above described Property together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto the only proper use, benefit and behoof forever of the Grantee, its successors and assigns, forever.

The in-care-of tax address is that of the Grantee.

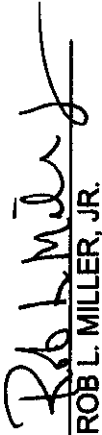
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf on the day and year first written above.

WITNESSES:

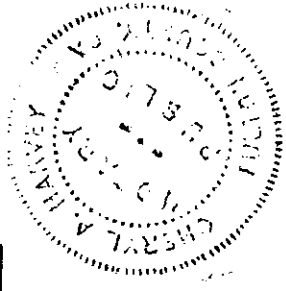
STATE OF GEORGIA)
)
COUNTY OF FULTON)

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By: 
ROB L. MILLER, JR.
Director
Property Disposal Division
General Services Administration
Region IV, Atlanta, Georgia

I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, ROB L. MILLER, JR., Director, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, with whom I am personally acquainted, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document dated the 27th day of JANUARY, 2009, and acknowledged the same.

Given under my hand and seal this 27th day of JANUARY, 2009.




Cheryl A. Harvey
Notary Public
State of Georgia

CHERYL A. HARVEY
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES 02/22/2012

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 435,600 square feet or 10.00 acres, more or less.

CERTIFICATION

We, LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, Grantee herein, at the address 200 East Main Street, KY 40507, and the UNITED STATES OF AMERICA, for the benefit of the GENERAL SERVICES ADMINISTRATION, Grantor herein, at the address of 77 Forsyth Street, Suite 600, Atlanta, Georgia 30303, do hereby certify, pursuant to KRS Chapter 382, that the Property was conveyed without monetary consideration and that is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

GRANTEES:

JIM NEWBERRY, MAYOR

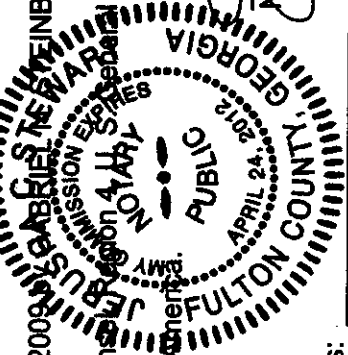
GRANTOR:
UNITED STATES OF AMERICA

BY: 
GABRIEL N. STEINBERG

STATE OF GEORGIA)
COUNTY OF FULTON)

The foregoing Certification was acknowledged before me this 10th day of

February, 2009 by GABRIEL N. STEINBERG, Special Counsel for Real Estate, Office of Regional Counsel, Lexington-Fayette Urban County Government, for and on behalf of the United States of America.




NOTARY PUBLIC

My Commission expires: _____

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Certification was acknowledged before me this 20 day of March, 2009 by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, for and on behalf of themselves.


NOTARY PUBLIC

My Commission Expires: March 9, 2011

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: DOUG BRADLEY

200904210280

April 21, 2009 15:44:21 PM

Fees	\$35.00	Tax	\$.00
Total Paid	\$35.00		

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10 Pages

655 - 664