

After Recording

Mail to:

ATTN: Charles Edwards
LFUCG
Department of Law
200 East Main Street
Lexington, KY 40507

Prepared by:

Sandra L. Balmer
Sandra Balmer
Assistant Regional Counsel
GSA Office of General Counsel (LD4)
77 Forsyth St. S.W.
Atlanta, GA 30303
GSA Control No. 4-D-KY-0622-AB

AMENDMENT TO QUITCLAIM DEED

THIS AMENDMENT TO QUITCLAIM DEED ("Deed Amendment") is made effective as of this 5TH day of FEBRUARY, 2020.

WHEREAS, on January 27, 2009, the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services ("GSA" or "Grantor"), conveyed certain real property located in the County of Fayette, Commonwealth of Kentucky, consisting of 435,600 square feet (10.00 acres) more or less, of land (the "Property," more particularly described in "EXHIBIT A" attached hereto and made a part hereof, to the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Grantee") by Quitclaim Deed ("Deed"), recorded with the Fayette County Clerk's Office on April 21, 2009, in Deed Book 2868, Pages 655-664, attached hereto as "EXHIBIT B" and made a part hereof.

WHEREAS, the Deed was conveyed to the Grantee upon the express condition that such lands were to be used exclusively for emergency management purposes in perpetuity pursuant to the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 553), as amended, and certain restrictions were expressly set forth as conditions in the Deed.

WHEREAS, the Grantee was unable to comply with certain conditions in the Deed and determined that it did not need the Property for emergency management purposes.

WHEREAS, the Grantee has requested the release of the Property from the use restrictions contained in the Deed to allow for a change in use from emergency management purposes to park and recreation purposes pursuant to the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 550(e)), as amended.

WHEREAS, the Secretary, United States Department of the Interior, Regional Director, Interior Region 2, National Park Service ("NPS") supports the Grantee's request to change the use of the Property and has requested the assistance of GSA to facilitate this action under and pursuant to the powers and authority contained in the provisions of 40 U.S.C. § 550, as amended, and the regulations and orders promulgated thereunder.

WHEREAS, by official resolution No. 331-2017 of the Council of the Lexington-Fayette Urban County Government, dated June 15, 2017, the Grantee was given authorization to execute this Deed Amendment.

-- WHEREAS, NPS has approved an application from the Grantee for public park and recreation use of the Property.

WHEREAS, NPS and GSA agree to transfer the sponsorship of the emergency management conveyance on the Property in accordance with 40 U.S.C. § 550 and 40 U.S.C. § 553, respectively, and regulations and orders promulgated thereunder, and in consideration of the imposition and acceptance of deed restrictions and conditions associated with a public benefit conveyance for public park and recreation use in perpetuity.

NOW THEREFORE, In consideration of the mutual agreements contained herein, the use of the Property for public park and recreation use, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to amend the Deed as follows:

A. The Secretary, United States Department of the Interior, Regional Director, Interior Region 2, National Park Service, is added to the name of the grantor in the first paragraph of the Deed as authorized by 40 U.S.C. § 550, so that the UNITED STATES OF AMERICA, acting by and through the GSA and NPS is defined as the "Grantor".

B. GSA, acting by and through the Administrator, as authorized by 40 U.S.C. § 553(e), hereby releases the emergency management use restrictions on the Property originally conveyed in the Deed by:

1. On page 1 paragraph 2 of the Deed, deleting the words "40 U.S.C. 553(b)(3)" and inserting in lieu thereof, the words "(40 U.S.C. 550)";
2. On page 4 of the Deed, deleting the second and third paragraphs, beginning with the words, "The Grantee covenants" and ending with the words, "section 40 U.S.C. 553(e)."

3. On page 5 of the Deed, deleting the first and second full paragraphs, beginning with the words, "The Federal Emergency Management Agency" and ending with the words, "GSA Customer Guide to Real Property."

C. The Grantor adds, and the Grantee agrees to, each of the following restrictions and conditions subsequent, which shall be binding upon and enforceable against the Grantee, and any successors and assigns:

1. The Property shall be used and maintained in perpetuity for the public park and recreational purposes set forth in the Program of Utilization and plan ("POU") contained in Grantee's application ("Application") of March 20, 2018, which is incorporated herein by this reference, and which POU may be amended from time to time at the request of either the NPS or the Grantee and with the written concurrence of the other party. Any such amendments shall be added to and become part of the Application.
2. The Grantee shall, within six (6) months of the date of acceptance of this Deed Amendment, erect and maintain a permanent sign or marker near the point of principal access to the Property which says:

This park land was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The Property shall not be sold, leased, assigned, or otherwise disposed of, without the prior written approval of the NPS, except to another eligible governmental agency that the NPS agrees in writing can assure the continued use and maintenance of the Property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or other encumbrance not wholly subordinate to the reverter interest of the NPS, shall constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the Property to the extent that such bond shall not in any way restrict, encumber, or constitute a lien on the Property. Further, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved Application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the NPS.
4. From the date of this Deed Amendment, the Grantee, its successors and assigns, shall submit biennial reports to the NPS, setting forth the use made of the Property during the preceding 2-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the NPS.

5. All revenue received by the Grantee through license or concession agreements, use permits, or other fees generated by activities on the Property shall be used only for the implementation of an approved POU or the operation of park and recreation facilities and programs on the Property. After the POU is completed, and as long as the Property is properly and sufficiently operated and maintained, the revenue may be used for other public park and recreational purposes by the Grantee. Any revenue received by the Grantee which is generated through the operation of the Property shall be listed and accounted for in its biennial reports to the NPS.
6. The NPS, or any representative it may so delegate, shall have the right of entry upon the Property at any time to conduct inspections of the Property for the purpose of evaluating the Grantee's compliance with the terms and conditions of this Deed Amendment, the POU and the Application.
7. As part of the consideration for this Deed Amendment, the Grantee covenants and agrees for itself, its successor and assigns, that: (1) the program for or in connection with which this Deed Amendment is made will be conducted in compliance with, and subject to, the Department of the Interior's non-discrimination implementing regulations, currently at 43 C.F.R. Part 17, issued pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-10) and (2) the United States shall have the right to seek judicial enforcement of this covenant. The Grantee, for itself, its successors and assigns, further covenants and agrees to (a) obtain written agreement from each person (or legal entity) who, through contractual, license or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits hereunder, to provide, undertake and perform such services or benefits so as not to violate Title VI and the Department of the Interior's implementing regulations, and (b) furnish a copy of each such agreement to the NPS. The NPS and the Grantee further agree that the covenant set forth in this provision shall run with the land hereby conveyed, by this Deed Amendment, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the NPS, and shall be enforceable by the NPS against the Grantee, its successor and assigns.
8. The Grantee, and each of its successors and assigns, agrees to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49), and the Americans with Disabilities Act of 1990 (104 Stat. 337) to assure that development of facilities on the Property are accessible to the physically handicapped; and, further agrees to act in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), such that no otherwise qualified handicapped individual shall solely by reasons of his or her handicap be excluded from participation in, be denied benefits of, or be subjected to

discrimination under any program or activity at the Property receiving Federal financial assistance.

9. The Grantee shall be on the lookout for archeological artifacts during any construction activities on the Property. The Grantee shall comply with the provisions of 36 C.F.R. Part 800, regarding protection of historic and cultural properties, and shall consult with the Kentucky State Historic Preservation Office if any artifacts are discovered.
10. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the Property. The Grantee understands and agrees that the Property and any part thereof is deemed "AS IS" without any representation, warranty, or guaranty by the NPS or GSA as to quantity, quality, title, character, condition, size or kind or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.
11. The Grantee shall comply with all applicable Federal, State, and local laws, regulations and standards that are or may become applicable to the Grantee's activities on the Property.
12. The Grantee understands and agrees that the Property that is the subject of this Agreement is being transferred pursuant to 40 U.S.C. § 550(e) for use as a public park or recreation area use and agrees that the Property will be used and maintained for such purposes in perpetuity, and that all or any portion of the Property shall, at the option of the NPS, revert to the United States of America should the Property or any portion thereof cease to be used or maintained for public park or recreation area use. In the event the Grantee, its successors or assigns breach any of the conditions and covenants herein, whether by the legal or other inability of the Grantee, its successors or assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to said Property shall revert to and become the property of the NPS at its option, and in addition to all other remedies for such breach shall have the right of entry upon said Property. Upon the occurrence of such, the Grantee, its successors or assigns, shall forfeit all right, title, and interest in said Property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the NPS to require or compel performance in any one or more instances of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors or assigns, with respect to such future performance shall continue in full force and effect. The Grantee, by its acceptance of this Deed Amendment, covenants and agrees for itself, and its successors and assigns, that in the event the NPS exercises its option to revert all right, title, and interest in the Property to the NPS, or if the Grantee voluntarily returns title to

the Property in lieu of a reverter, the Grantee shall provide protection to and maintenance of said Property at all times until such time as the title is actually reverted or returned to and accepted by the United States of America, including during the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Management Regulations, 41 C.F.R. §102-75-965 through 102-75.980, in effect at the time of the reversion.

13. The conditions, restrictions and covenants set forth in this Deed Amendment are a binding servitude on the Property and are deemed to run with the land in perpetuity. The restrictions, stipulations and covenants contained herein will be inserted by the Grantee verbatim or by express reference in any deed or other legal instrument by which it purports to divest itself of either the fee simple title or any other lesser estate in the Property or any portion thereof. All rights and powers reserved to the NPS, and all references in this Deed Amendment to the NPS shall include its successor in interest. The NPS may agree to waive, eliminate, or reduce the obligations contained in the covenants, provided, however, that the failure of the Grantee or its successor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee, its successor and assigns, with respect to such future performance shall be continued in full force and effect.

IN WITNESS WHEREOF, to indicate their agreement to the provisions contained in this Deed Amendment, the Grantor and the Grantee have executed this document, effective on the date this document is fully executed below.

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

[Signature page follows.]

GRANTOR:

UNITED STATES OF AMERICA

Acting by and through the Administrator of General Services

By: Lori P. Dennis
Lori P. Dennis
Disposal Contracting Officer
Office of Real Property Utilization and Disposal
Southeast Sunbelt Region

Acting by and through the Secretary, U.S. Department of the Interior

Through:

Regional Director
Interior Region 2
National Park Service

By: Chris Abbett
Chris Abbett
Associate Regional Director
Partnerships, Interpretation and Education

GRANTEE:

Lexington-Fayette Urban County Government


By: Linda Gorton
Title: Mayor

U.S. GENERAL SERVICES ADMINISTRATION
ACKNOWLEDGEMENT

STATE OF GEORGIA)
COUNTY OF FULTON)

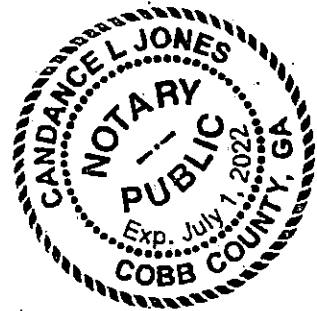
On this 5th day of February, 2020, personally appeared before me, a Notary Public in and for the State of Georgia, Lori P. Dennis, Disposal Contracting Officer, Office of Real Property Utilization and Disposal, Southeast Sunbelt Region, General Services Administration, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same on the date hereof as her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Administrator of General Services.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.



Notary Public
My Commission Expires: 7.1.2022

[NOTARY SEAL]

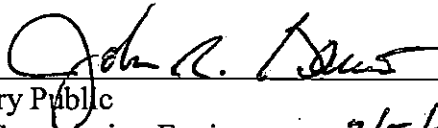


U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE
ACKNOWLEDGEMENT

STATE OF GEORGIA)
COUNTY OF FULTON)

On this 7th day of February, 2020, personally appeared before me, a Notary Public in and for the State of Georgia, Chris Abbett, Associate Regional Director for Partnerships, Interpretation and Education, National Park Service, Interior Region 2, U.S. Department of Interior, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on the date hereof as his/her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the United States of America and the Secretary of Interior.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.



Notary Public

My Commission Expires: 7/5/2022

[NOTARY SEAL]

**John R Barrett
NOTARY PUBLIC
DeKalb County, GEORGIA
My Comm. Expires
07/05/2022**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF Fayette)

On this 5th day of February, 2020, personally appeared before me, a Notary Public in and for the Commonwealth of Kentucky, Linda Gerten, whose title is Mayor, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same on the date hereof as his/her free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the Lexington-Fayette Urban County Government.

WITNESS MY HAND AND OFFICIAL SEAL on the day and year first above written.

Linda J Cole #634750
Notary Public
My Commission Expires: 11/29/23

[NOTARY SEAL]

EXHIBIT A

LEGAL DESCRIPTION

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 set #4 rebar with red survey cap (PLS 3185 Chambliss),
- 2) South 39°32'41" West, 26.22 feet to asset #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 300,000 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 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.

EXHIBIT B

DEED

After Recording Return To:

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

Prepared by:

Gabe N. Steinberg
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(b)(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,

Mail to: LFUCG-K. Horn
Dept. of Law
200 E. Main St.
Lex., KY 40507

EXHIBIT B

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.

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

WITNESSES:

[Signature]

[Signature]

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

STATE OF GEORGIA)
)
COUNTY OF FULTON)

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.

[Signature]
Notary Public
State of Georgia

CHERYL A. HARVEY
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES 03/22/2012

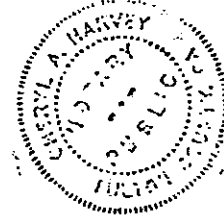




EXHIBIT
A
Page 1 of 2

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, 624.28 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.

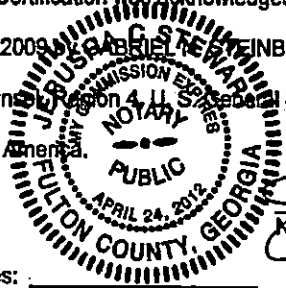
GRANTEES:
Jim Newberry
JIM NEWBERRY, MAYOR

GRANTOR:
UNITED STATES OF AMERICA

BY: Gabriel N. Steinberg
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, Region 4, U.S. General Services Administration, for and on behalf of the United States of America.



Gabriel N. Steinberg
NOTARY PUBLIC

My Commission expires: _____

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

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

Nancy L. Jarboe
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	\$0.00
Total Paid	\$35.00		

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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: MELISSA STELTER ,dc

202003200035

March 20, 2020 9:23:26 AM

Fees	\$97.00	Tax	\$0.00
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Total Paid	\$97.00
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