

DEED OF CONVEYANCE

THIS DEED made and entered into this the 18th day of December, 2015, by and between **LUCY W. BROWN**, single, whose address is 1602 Ft. Sumter Drive, Lexington, Kentucky 40505 (hereinafter Grantor) and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, (hereinafter Grantee),; the Grantee's address is the in-care-of tax mailing address for the current tax year.

WITNESSETH:

That for and in consideration of the sum of **ONE-HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00)**, cash in hand, the receipt of which is hereby acknowledged, the Grantor has **BARGAINED** and **SOLD** and does hereby **GRANT** and **CONVEY** unto the Grantee, its heirs and assigns forever, the following described real property, to-wit:

1602 Ft. Sumter Drive

All of Lot #11, Block "J", Unit 1-D of Dixie Plantation Subdivision to the City of Lexington, Fayette County, Kentucky, as shown by plat thereof in Plat Book 9, Page 26 (Plat Cabinet C, Slide 320) in the Fayette County Court Clerk's Office, and more particularly known as 1602 Ft. Sumter Drive; and

Being the same property conveyed to Lucy W. Brown by deed dated September 4, 1984, from Wesley K. Hunter of record in Deed Book 1351, Page 543, in the Office of the Fayette County Court Clerk.

TO HAVE AND TO HOLD the property together with all rights, privileges, appurtenances and improvements thereunto belonging unto the Grantee, in fee simple, its successors and assigns forever.

AND the Grantor does hereby release and relinquish unto the Grantee, its successors and assigns all of the right, title and interest in the above-described property including all exemptions allowed by law, and does hereby covenant to and with said Grantee, their successors and assigns, that it is lawfully seized in fee simple of said property and has good right to sell and convey the same as herein done; that the title to said property is clear, perfect, and unencumbered.

PROVIDED, HOWEVER, this conveyance is made subject to any and all restrictions and/or conditions that may appear of record affecting said property hereinabove described, and from here forth the following conditions and restrictions shall apply in perpetuity to the property, concerning the acquisition of property for open space:

- a) Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with open space uses. Only three or four plank type fences may be erected. **No privacy, shadow box, picket, or chain link fences shall be erected.**
- b) Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A facility that is open on all sides and functionally related to a designated open space or recreational use; should be bolted to a slab, have posts concreted into the ground or otherwise affixed so it won't float away and obstruct downstream culverts, etc.
 - ii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph a. above.
 - iii. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 2 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal or local ordinance.

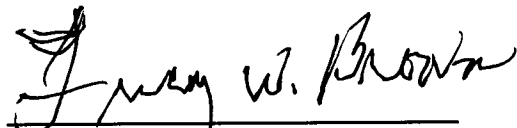
- c) Fill. No dirt, rock, or other fill material may be placed on the property to elevate the ground above the elevation at the time of this transfer.
- d) Transfer. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section.

CONSIDERATION CERTIFICATE

The undersigned Grantor and Grantee hereby certify, swear, and affirm that the consideration herein is the full and actual consideration paid for the property transferred herein, with the property having a fair market value of One-Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00). The Grantee signs this deed for the sole purpose of certifying the consideration paid, as authorized by Resolution No. 664-2015, passed by the Lexington-Fayette Urban County Council on the 5th day of November, 2015.

IN TESTIMONY WHEREOF, Grantor and Grantee have hereunto sat their hands on this the day and year first above written.


GRANTOR:



LUCY W. BROWN

GRANTEE:

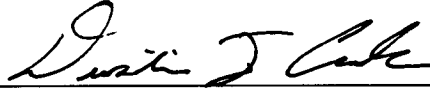
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 

JIM GRAY
MAYOR

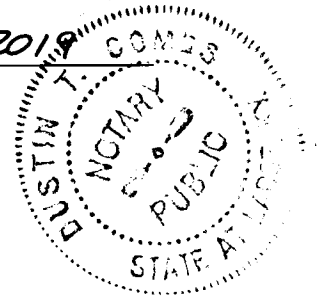
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Lucy W. Brown, on this the 18th day of December, 2015.



Notary Public, Kentucky, State at Large

My Commission Expires: 11 / 29 / 2019



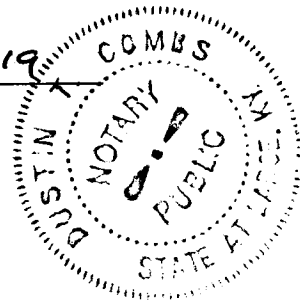
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Jim Gray, in his capacity as Mayor of the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, on this the 18th day of December, 2015.

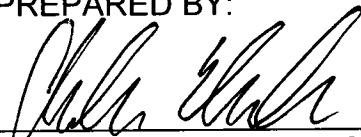


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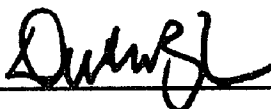


PREPARED BY:



CHARLES E. EDWARDS, III
Attorney
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

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: PATTY DAVIS ,dc

201512220184

December 22, 2015 15:00:35 PM

Fees	\$20.00	Tax	\$160.00
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Total Paid	\$180.00
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5 Pages

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