


MAYOR LINDA GORTON



LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Chris Ford, Commissioner of General Services

DATE: April 13, 2026

SUBJECT: Declaration of Surplus Property and Disposition – 2002 Family Circle

Request:

Request Council authorization to declare LFUCG property located at 2002 Family Circle as surplus property, and to convey ownership of the property to Liberty Station, LLC.

Purpose:

This agreement and general warranty deed of transfer requires the property to be exclusively used as a storm water retention basin. If restrictions on land use and other related conditions of this agreement are not adhered to, LFUCG retains the right to take back ownership of the site. Liberty Station, LLC currently owns the two parcels adjoining the 2002 Family Circle site, which are also retention basins.

The parcel located at 2002 Family Circle is approx. 0.52 acres, and is referenced in the LFUCG Vacant Land & Greenspace Inventory as ID# 1710. This property is currently maintained by the Division of Environmental Quality. By transferring ownership, it will reduce landscaping maintenance costs to LFUCG.

Budgetary Implications:

LFUCG agrees to transfer ownership of the property at the cost of \$1.00.

File Number: 0306-26

Commissioner: Chris Ford



GENERAL WARRANTY DEED

This **GENERAL WARRANTY DEED** is made and entered into this ____ day of _____, 2026, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government created under Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 ("Grantor") and the **LIBERTY STATION, LLC**, a Kentucky limited liability company, 420 United Court, Lexington, Kentucky 40509 ("Grantee"); the Grantee's address is the mailing and tax in-care-of address for the current tax year.

WITNESSETH:

That for and in consideration of payment of the sum of **ONE DOLLAR AND 00/100 CENTS (\$1.00)**, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, in fee simple subject to the condition subsequent set forth herein, its successors and assigns forever, all the following described property located in Fayette County, Kentucky, and more fully described as follows, to-wit:

2002 FAMILY CIRCLE

A tract or parcel of land situated at the southern end of the Family Circle cul-de-sac and Southwest of New Circle Road, N.E. in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

All of Lot 8A (consisting of 0.522 Acres) as shown on the Public Acquisition Plan of Lot 8 and Lot 8-A, Family Center, Unit 1-B, of record in Plat Cabinet F, Slide 226, in the Fayette County Clerk's Office further being known and designated as 2002 Family Circle; and,

Being the same property conveyed to Lexington-Fayette Urban County Government, an urban county government, by Deed dated September 25, 1985, of record in Deed Book 1386, Page 719, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described property together with all rights, appurtenances, and improvements thereunto belonging unto the Grantee, its successors and assigns, forever, in fee simple subject to the condition subsequent set forth herein.

AND the Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title and interest in and to the above described property, including all exemptions allowed by law, and does hereby covenant to and with said Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has a good and perfect right to sell and convey the same as herein done, that said property is free and clear of all encumbrances of whatsoever nature, except as provided herein, and with said exceptions, Grantor will **WARRANT GENERALLY** the title thereto.

PROVIDED, HOWEVER, this conveyance is made upon the express conditions that, and provided that, the above-described property shall be used exclusively for use as a storm water retention basin and shall be subject to any

and all restrictions and/or conditions that may currently appear of record affecting said property hereinabove described, including, without limitation, all requirements placed upon retention basins or retention easements contained in Plat Cabinet D, Slide 393 and Plat Cabinet F, Slide 226, both in the Fayette County Clerk's Office. The term "use as a stormwater retention basin" includes, without limitation, maintaining the above-described property in a condition that preserves its designed capacity, depth, drainage structures, vegetative cover, and functional basin characteristics, unless otherwise agreed by Grantor, and prohibits filling, construction, including the construction of any structures, inhibiting stormwater inflow or outflow, or alteration that would diminish stormwater retention capability, on the above-described property.

PROVIDED, FURTHER, because the above-described property does not abut a public road and because the stormwater controls proposed for the development of 1865 Liberty Road utilize the above-described property, this conveyance is made upon the express condition that the above-described property shall be owned, at all times, by the owner of the parcel described in Deed Book 3741, page 350, in the records of the Fayette County Clerk, commonly referred to as 1865 Liberty Road, unless otherwise agreed to by Grantor.

If Grantee, or Grantee's successors or assigns, fails to comply with any of the foregoing conditions contained in the previous two paragraphs, or otherwise fails to maintain and repair the above-described property for proper use as a stormwater retention basin, and such failure continues for sixty (60) days, or for a commercially reasonable shorter period specified by the Grantor for conditions

posing an immediate threat to stormwater function or public safety, after written notice is sent from Grantor specifying the noncompliance, then Grantor may, upon judicial determination of such condition broken, exercise its right of entry and terminate the estate hereby conveyed, and upon such entry the fee simple title shall revert in Grantor.

Grantor and its agents shall have the right, upon reasonable notice, to enter the above-described property at reasonable times for the purpose of inspecting the above-described property to verify compliance with the conditions of this Deed. In addition to, and without limiting, the Grantor's right of entry for condition broken, Grantor may enter the above-described property to perform maintenance or repairs reasonably necessary to preserve the stormwater retention function of the basin. Reasonable costs incurred by Grantor or its agents or contractors shall be reimbursed by Grantee within thirty (30) days and may be recovered by Grantor through civil action. Entry upon the above-described property by the Grantor for inspection or maintenance shall not constitute re-entry terminating the estate. The conditions and obligations contained herein—including the use restriction, maintenance requirement, inspection rights, cost-recovery provisions, and the limited restraint on alienation—are covenants running with the land and bind the Grantee and all successors and assigns during the term of their ownership of the property in perpetuity, regardless of whether the condition subsequent or right of entry is ever exercised.

Pursuant to KRS 381.218, any language that might otherwise create a fee simple determinable or possibility of reverter is to be construed as creating a fee simple subject to a right of entry for condition broken and is so intended here.

Any and all access easements provided to Grantor in Deed Book 1386, Page 719, in the Fayette County Clerk's Office, shall be retained by Grantor and shall remain in full force for purposes of inspection, maintenance, and enforcement of this Deed.


CONSIDERATION CERTIFICATE

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$1.00. Grantee joins in this Deed for the sole purpose of certifying the consideration, as authorized by Resolution No. 158-2026 passed by the Lexington-Fayette Urban County Council on April 30th 2026.

IN WITNESS WHEREOF, the parties have hereto signed this deed this the
day and year first above written.

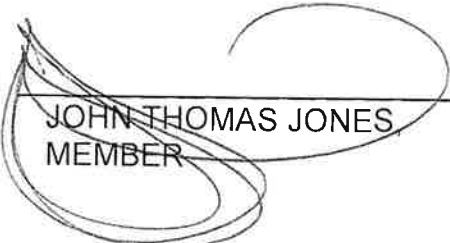
GRANTOR:

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT, an
Urban County Government

BY: 
LINDA GORTON,
MAYOR

GRANTEE:

LIBERTY STATION, LLC, a
Kentucky limited liability company

BY: 
JOHN THOMAS JONES,
MEMBER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed and consideration certificate was subscribed, sworn to and acknowledged before me by Linda Gorton, as Mayor, for and on behalf of Lexington-Fayette Urban County Government, an Urban County Government, for and on behalf of the Government, on this 5th day of May, 2026.

Mackenzie Stock
Notary Public, Kentucky, State-at-Large

My Commission Expires: 11/20/2027

Notary ID# KYNP82853

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing consideration certificate was subscribed, sworn to and acknowledged before me, by John Thomas Jones, as a Member of Liberty Station, LLC, a Kentucky limited liability company, for and on behalf of the company, on this 25th day of March, 2026.

Graham S. Marks

Notary Public, Kentucky, State-at-Large

My Commission Expires: 05 / 13 / 2027

Notary ID# KYNP70615

PREPARED BY:

EVAN P. THOMPSON,
Managing
Attorney Lexington-
Fayette Urban
County Government
Department of Law
200 East Main Street, 11th Floor
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(859) 258-3500



Johnson
Heights
Park

4

Family Cir

2002

E New Circle Rd

Liberty Rd

Lakeview Dr

LEXINGTON



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Lexington-Fayette Urban County Government
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1/6/2025

Department of General Services Land & Greenspace Inventory

1710

Lexington-Fayette Urban County Government

FEMA Floodplain



Regulatory Floodway



1% Annual Chance Flood (No BFE)



1% Annual Chance Flood (With BFE)



0.2% Annual Chance Flood Hazard