

**DECLARATION OF LAND USE RESTRICTIVE COVENANTS  
FOR LOW INCOME HOUSING TAX CREDITS  
AND SUBORDINATION AGREEMENT**

KY-18-00101

**THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS AND SUBORDINATION AGREEMENT ("Agreement")**, is made as of the date of the last signature below, by **BALLARD APARTMENTS, LLC**, a Kentucky limited liability company, and its successors and assigns, whose address is 300 W. New Circle Road, Lexington, Kentucky 40505 ("Owner"); and by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF GRANTS AND SPECIAL PROGRAMS**, whose address is 200 East Main Street, Lexington, Kentucky 40507; and by **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, OFFICE OF AFFORDABLE HOUSING**, whose address is 200 East Main Street, Lexington, Kentucky 40507 (jointly as "Lenders") as a condition precedent to the allocation of Low Income Housing Tax Credits by **KENTUCKY HOUSING CORPORATION**, a de jure municipal corporation and political subdivision of the Commonwealth of Kentucky, whose address is 1231 Louisville Road, Frankfort, Kentucky 40601 ("KHC"), together with any successor to its rights, duties and obligations.

**WITNESSETH:**

**WHEREAS**, KHC has been designated by the Governor of the Commonwealth of Kentucky as the housing credit agency for the Commonwealth of Kentucky for the allocation of Low Income Housing Tax Credit ("Credit"), and administers, operates, and manages the allocation of the Credit pursuant to Section 42 of the Internal Revenue Code of 1986 ("Code"), the Qualified Allocation Plan for the Commonwealth of Kentucky ("QAP") and other rules, regulations, guidance and notices relating to Credit issued by the Internal Revenue Service ("IRS") or KHC, from time to time (collectively, the "Credit Program"); and

**WHEREAS**, Owner is or shall be the owner of a one hundred thirty-four (134) unit rental housing development located on lands in the City of Lexington, County of Fayette, Commonwealth of Kentucky, more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), known as or to be known as Ballard Apartments ("Project"); and

**WHEREAS**, Owner received a reservation for an allocation of Credit in the amount of One Million and 00/100 Dollars (\$1,000,000.00), to be used to finance the construction or rehabilitation of the Project as proposed in Owner's application for the Project (the "Application"), which Project is subject to all of the requirements of the Credit Program; and

**WHEREAS**, Owner represented to KHC, and KHC has relied on those representations, that the Project shall comply with all applicable construction, occupancy, and affordability requirements of the Credit Program, all applicable sections of the Code, including occupancy, development, and rent restriction requirements, and all Treasury Regulations and rulings relating to the Credit, each as amended from time to time, as well as the QAP and the additional commitments Owner made to KHC, and that the Project shall continue to meet these requirements for the Extended Use Period (defined below); and

**WHEREAS**, The Credit Program requires that certain use restrictions be imposed upon any real estate assisted by Credit awarded by KHC to ensure that the benefits of such Credit remain with the intended beneficiaries under the Credit Program, as well as to comply with the Code; and

**WHEREAS**, Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Land for the term stated herein and binding upon all subsequent owners of the Land for such term and are not merely personal covenants of Owner.

**NOW THEREFORE**, in consideration of the premises and the promises and covenants hereinafter set forth and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner agrees as follows:

#### **I. DEFINITIONS:**

Unless otherwise defined in this Agreement, all capitalized words and phrases in this Agreement shall have the same meanings as defined in Section 42 of the Code and by the United States Department of the Treasury ("Treasury") or the HUD regulations pertaining thereto.

#### **II. COVENANTS AND OBLIGATIONS:**

The parties agree that the reservation by KHC of Credits to be allocated to Owner when the Project is placed in service constitutes adequate consideration for the obligations undertaken by Owner in this Agreement. KHC requires that the use restrictions remain in force and effect for the entire thirty (30) year period required by the IRS and the QAP, which includes the fifteen (15) year compliance period required under the Code (the "Compliance Period") and the fifteen (15) year extended use period required by KHC and which Owner consented to in its Application (the "Extended Use Period"). As of the date hereof, Owner hereby imposes the following use and deed restrictions upon the Land and warrants, grants and conveys to KHC a restriction upon the Land for the duration of the Compliance Period and Extended Use Period. In consideration of these mutual undertakings and covenants, the parties further agree as follows:

A. As a condition precedent to the allocation of Credit for the Project, Owner shall deliver to and record this Agreement and its attachments with the Office of the Clerk of the County

in Kentucky in which the Land is located, to create a restrictive covenant running with the Land. Owner agrees that all requirements under Kentucky law that must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Land shall be satisfied in full. Throughout the term of this Agreement, its covenants and restrictions shall survive and be effective regardless of whether any contract, deed or other instrument subsequently executed conveying all or part of the Land provides that such conveyance is subject to this Agreement. Owner agrees to obtain the consent of any prior recorded lien holder on the Land to this Agreement.

B. Owner and the Project must continuously comply with the Section 42 Occupancy Restrictions and any additional commitments Owner made to KHC resulting in the issuance of IRS Form 8609, which Owner agreed to satisfy, all of which are incorporated herein by reference. Owner shall ensure that the "applicable fraction" (as defined in Section 42(c)(1)(B) of the Code) for each building for each taxable year in the Compliance Period shall not be less than one hundred percent (100%). Owner shall not refuse to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.

C. Subject to the requirements of the Code, which prohibits the disposition to any person of any portion of the Project to which this Agreement applies unless all of the Project is disposed of to such person, Owner may sell, transfer or exchange the Project; provided, however, such sale, transfer or exchange shall be voidable by KHC if KHC does not provide its prior written approval of such new owner. Owner shall provide KHC prior written notification and the identity of the buyer or other successor of Owner's interest in the Project, together with such other information requested by KHC. Any such sale, transfer or exchange shall be subject to a transfer fee imposed by KHC in accordance with KHC's existing policy at the time of such conveyance. KHC may void any sale, transfer or exchange of the Project if the buyer or successor or other person fails to assume in writing the requirements of this Agreement and the requirements of Section 42 of the Code. The partial disposition prohibition shall not apply to the Project if it is acquired by foreclosure (or instrument in lieu of foreclosure) unless the Internal Revenue Service or KHC determines that such acquisition is part of an arrangement with the Owner, or its successors or assigns, a purpose of which is to terminate the Compliance Period or Extended Use Period. This subparagraph shall not act to waive any other restriction on sale, transfer or exchange of the Project.

D. KHC and qualifying tenant(s) under IRC 42(h)(6)(B)(ii) (or either or all of them) are entitled, for any breach of this Agreement, to enforce specific performance by Owner of its obligations under this Agreement in a state court of competent jurisdiction, in addition to all other remedies provided by law or in equity. Owner unconditionally agrees that the beneficiaries of Owner's obligations under this Agreement cannot adequately be compensated by monetary damages in the event of any such breach.

E. Owner acknowledges that the financial assistance received through the Credit Program represents good and valuable consideration for this Agreement and that these restrictions on the use of the Project are consistent with the statutes, regulations, terms, conditions, and requirements for the Credit Program as administered by KHC.

F. Owner shall indemnify, save and hold harmless KHC, its directors, officers, employees and agents from any and all claims, losses, damages or expenses (including reasonable attorneys' fees) arising out of or in any way related to failure or alleged failure of the Owner to strictly and timely perform its obligations under this Agreement, or as a result of allocation of the Credit to the Project, or the recapture of any portion of the Credit by any appropriate governmental agency.

### III. TERM, TERMINATION, MISCELLANEOUS

A. Subject to Section III.B below, the terms, conditions, covenants and restrictions of this Agreement commence on the first day on which the first residential unit in the Project is placed in service and end on the last day of the Extended Use Period set forth in Section II.

B. The Compliance Period and Extended Use Period for any building which is a part of the Project shall terminate:

1. When tenants, in cooperative form or otherwise, a resident management corporation of the Project, a Qualified Nonprofit Organization, or a government agency exercise a right of first refusal to purchase the Project after the close of the Compliance Period for a price not less than the Minimum Purchase Price, as more particularly described in IRC 42(i)(7);
2. On the date such building is acquired by foreclosure or instrument in lieu of foreclosure, provided that KHC has received prior notice of the default and foreclosure action and any other information KHC requests about the disposition of the property following foreclosure. The foregoing shall not apply to the Project if the IRS or KHC determines any such acquisition of the Project is part of an arrangement with the Owner, or its successors or assigns, a purpose of which is to terminate the Compliance Period or Extended Use Period.

C. The termination of the Compliance Period or Extended Use Period under Section III.B.2 (foreclosure situation) shall not be construed to permit before the close of the three-year period following such termination:

1. The eviction or the termination of tenancy (other than for good cause) of an existing tenant of any low-income unit; or
2. Any increase in the gross rent with respect to such unit not otherwise permitted by Section 42 of the Code.

D. This Agreement shall be binding upon the Project and shall constitute covenants running with the Land. Owner agrees that any and all requirements of the laws of the Commonwealth of Kentucky which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Land shall be satisfied in full. Except as otherwise provided herein, the covenants and restrictions contained herein shall survive and be effective throughout the Extended Use Period, regardless of whether any contract, deed or other instrument hereafter executed conveying the Land or a portion thereof

provides that such conveyance is subject to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

E. This Agreement may be amended only with the prior written approval of KHC and no amendment shall be effective without such prior written approval. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof. All notices to be given pursuant to this Agreement shall be in writing and mailed by certified mail to the parties hereto at the addresses set forth below or to such other place as a party may from time to time designate in writing.

#### **IV - INCOME RESTRICTIONS; RENTAL RESTRICTIONS**

Owner represents, warrants and covenants throughout the term of this Agreement and in order to satisfy the requirements of Section 42 of the Code ("Section 42 Occupancy Restrictions") that:

(a) (Check applicable percentage election)

(1) At least twenty percent (20%) or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is fifty percent (50%) or less of area median gross income.

(2) At least forty percent (40%) or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income is sixty percent (60%) or less of area median gross income.

(3) At least forty percent (40%) or more of the residential units in the Project are both rent-restricted and occupied by individuals whose income does not exceed the imputed income limitation designated by Owner with respect to the respective unit such that the average of the imputed income limitations so designated do not exceed is sixty percent (60%) or less of area median gross income, all in accordance with Section 42(g)(1)(C) of the Code.

(b) Owner acknowledges that the percentage election selected in Section IV(a) above is required by Section 42 of the Code to determine eligibility under the tax credit program. Notwithstanding the percentage election selected in Section IV(a) above, Owner has agreed in its Application that Owner shall lease ninety-eight point five percent (98.5%) of the units in the Project to low income tenants as designated in Section II.B above.

(c) Owner will extend the income and rental restrictions of Section 42 of the Code for fifteen (15) years after the close of the Compliance Period.

#### **V. KHC OCCUPANCY RESTRICTIONS**

A. Owner agrees to waive any and all rights to utilize a qualified contract process for the Project.

B. Owner will comply with all Project attributes that Owner elected in its Low Income Housing Tax Credit Application No. MFHC18-012 and for which the Project was awarded points under project selection criteria unless otherwise approved by KHC.

## VI. SUBORDINATION OF LENDER'S LIEN

Lenders hereby agree that, notwithstanding the sequence of recording or any other matter, the liens and security interests afforded to Lenders under any loan documents secured by all or any part of the Project are and shall continue to be subordinate and inferior to the rights afforded KHC under the Extended Use Provisions during the Extended Use Period subject to Section 42(h)(6)(E), and, are further subject to the terms and provisions of the HUD Rider to Declaration of Land Use Restrictive Covenants and Subordination Agreement For Low Income Housing Tax Credits, attached hereto and made a part hereof, if the box below is checked and such Rider is attached.

If checked, additional conditions apply pursuant to requirements imposed by other financing on the Project as follows:

- As a condition and in consideration of receipt of direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, Owner and all successors agree that eighty-one (81) of the residential units are rent restricted to individuals whose income is at 50% or below of area median income and fifty-one (51) are rent restricted to individuals up to 60% of area median income for a period of fifteen (15) years from the date of the Certificate of Occupancy.
- The attached HUD Rider is incorporated by reference.

**IN WITNESS WHEREOF**, Owner and Lenders have caused this Agreement to be signed by their duly authorized representatives, on the day and year first written above.

**SIGNATURE PAGES FOLLOW**







DECLARATION OF LAND USE RESTRICTIVE COVENANTS – LENDER SIGNATURE PAGE

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT, OFFICE OF AFFORDABLE HOUSING

By: Linda Gorton

Name: Linda Gorton

Title: Mayor

COMMONWEALTH OF KENTUCKY )  
COUNTY OF Fayette )SS  
)

The foregoing instrument was acknowledged before me this 27 day of June, 2023, by Linda Gorton as Mayor of Lexington-Fayette Urban County Government, Office of Affordable Housing, for and on behalf of the entity.

Mackenzie Summers  
Notary Public  
My commission expires: 11/7/2023  
Notary I.D. No.: 635048

THIS INSTRUMENT PREPARED BY:

Samuel Thorner

Samuel Thorner, General Counsel  
Kentucky Housing Corporation  
1231 Louisville Road  
Frankfort, KY 40601  
(502) 564-7630

EXHIBIT A  
LEGAL DESCRIPTION

The leasehold estate created by and described in that certain Ground Lease dated April 16, 2019, by and between Lexington-Fayette Urban County Housing Authority, a public body corporate and politic, organized and existing under the laws of the Commonwealth of Kentucky, Landlord, and Ballard Apartments, LLC, a Kentucky limited liability company, Tenant, a short form thereof is of record in Deed Book 3661, page 347, in the Fayette County Clerk's office, in and to the following property situated in Fayette County, Kentucky:

**Tract No. I:**

All that tract or parcel of land situated between Todd Street and Ballard Street and between Jefferson Street and Georgetown Street, in Lexington, Fayette County, Kentucky, and more particularly described and bounded as follows:

Beginning at a point in the South right of way line of Todd Street, said point being 99.4 feet, more or less, from the West right of way line of Jefferson Street and corner to a 9 foot alley; thence South 48 deg. 25 min. West 49.3 feet, to the line of Margaret Doyle; thence with her line for two calls North 46 deg. 16 min. West 28.4 feet, more or less, and South 46 deg. 24 min. West 18.3 feet, more or less, to the line of Tipton Hamilton; thence with Hamilton for six calls N 45 deg. 49 min. West 47.1 feet; South 48 deg. 58 min. West 31 feet, more or less; S 43 deg. 31 min. East 7.51 feet, more or less, South 47 deg. 13 min. West 10.14 feet, more or less; South 45 deg. 15 min. East 22.05 feet, more or less; South 45 deg. 34 min. West 90.81 feet, more or less, to a point in the North right of way line of Ballard Street; thence with said right of way line of Ballard Street North 45 deg. 32 min. West 346.17 feet, more or less, to the East right of way line of Green Street; thence with the East right of way line of Green Street North 44 deg. 22 min. East 203.29 feet, more or less, to the South right of way line of Todd Street; thence with the South right of way line of Todd Street South 45 deg. 06 min. East 401.26 feet, more or less, to the point of beginning, and containing 1.663 acres.

Being the same property as described as Tract No. 2 of the property conveyed to The City of Lexington Municipal Housing Commission, a public corporation, by deed dated November 24, 1965, of record in Deed Book 851, page 576, in the Office of the Clerk of Fayette County, Kentucky.

THE ABOVE TRACT NO. I HAS ALSO BEEN DESCRIBED AS FOLLOWS:

Beginning at a point in the south right of way line of Todd Street, said point being 99.4 (more or less) feet from the west right of way line of Jefferson Street; thence S 46° 25' W, 49.30 feet; N 46° 16' W, 28.40 feet; S 46° 24' W, 18.30 feet; N 45° 49' W, 47.10 feet; S 48° 58' W, 31.0 feet; S 43° 31' E, 7.51 feet; S 47° 13' W, 10.14 feet; S 45° 15' E, 22.05 feet; S 45° 34' W, 90.81 feet to a point in the north right of way line of Ballard Street; thence with said right of way line N 45° 32' W, 348.17 feet to the east right of way line of Green Street; thence with the east right of way line of Green Street N 44° 22' E, 203.29 feet to the south right of way line of Todd Street; thence with the south right of way line of Todd Street S 45° 06' E, 401.26 feet to the point of beginning, containing 1.663 acres.

THE ABOVE TRACT NO. I IS NOW DESCRIBED AS FOLLOWS:

(Bounded by Old Todd Street, Old Green Street and Ballard Street)

Beginning at an iron pin in the South West right of way line of Todd Street; said point being 188 feet, more or less, North West of center line of Jefferson Street; thence with the South West right of way line

of Todd Street South 45°05'15" East 64.54 feet to an iron pin; thence leaving said right of way line South 45°57'18" West 49.42 feet to an iron pin; thence North 46°35'17" West 28.32 feet to an iron pin; thence South 46°23'02" West 18.27 feet to an iron pin; thence North 45°08'59" West 47.05 feet to an iron pin; thence South 48°58'11" West 31.23 feet to an iron pin; thence South 43°31'00" East 7.51 feet to an iron pin; thence South 47°23'23" West 10.19 feet to an iron pin; thence South 45°18'38" East 22.18 feet to an iron pin; thence South 45°37'29" West 90.59 feet to an iron pin in the North East right of way line of Ballard Street; thence with said right of way line North 45°22'38" West 348.30 feet to an iron pin; thence leaving Ballard Street right of way line, North 44°52'55" East 200.81 feet to a point; thence South 45°20'19" East 334.32 feet to the point of beginning and containing 1.527 acres, more or less.

Being the same property as described as Tract I of the property conveyed to Lexington-Fayette Urban County Housing Authority, a Kentucky statutory corporation created pursuant to Kentucky Revised Statute Chapter 80, by deed dated August 18, 2016, of record in Deed Book 3423, page 484, in the Office of the Clerk of Fayette County, Kentucky.

**Tract No. II:**

All that tract or parcel of land situated on the South side of Todd Street between Jefferson Street and Georgetown Street in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

Beginning at a point at the intersection of the West right of way line of Green Street and the South right of way line of Todd Street; thence with the West right of way line of Green Street South 43 deg. 56 min. West 148.8 feet to the line of Michael Gill; thence with the line of Michael Gill N 44 deg. 37 min. West 47.78 feet, more or less, to the line of Robert Rue; thence in a northerly direction with Rue's line North 46 deg. 08 min. East 50.30 feet, more or less, thence North 47 deg. 12 min. West 24.2 feet, more or less, to the line of Michael Gill; thence in a northerly direction with Gill and with the line of William Hamilton North 42 deg. 56 min. East 51.29 feet, more or less, to a corner in Hamilton's property; thence in a Westerly direction with Hamilton North 46 deg. 09 min. West 37.1 feet, more or less, to the line of Harriet Marble; thence in a northerly direction with Marble's line North 44 deg. 43 min. East 48.85 feet, more or less, to a point in the South right of way line of Todd Street; thence with said South right of way of Todd Street in an easterly direction South 45 deg. 06 min. East 107.34 feet, more or less, to the point of beginning, containing 0.255 acres.

Being the same property as described as Tract No. 3 of the property conveyed to The City of Lexington Municipal Housing Commission, a public corporation, by deed dated November 24, 1965, of record in Deed Book 851, page 576, in the Office of the Clerk of Fayette County, Kentucky.

THE ABOVE TRACT NO. II HAS ALSO BEEN DESCRIBED AS FOLLOWS:

Beginning at a point, the intersection of the west right of way line of Green Street and the south right of way line of Todd Street; thence with the west right of way line of Green S 43° 56' W, 148.8 feet; thence N 44° 37' W, 47.78 feet; N 46° 08' E, 50.30 feet; N 47° 12' W, 24.2 feet; N 42° 56' E, 51.29 feet; N 46° 09' W, 37.1 feet; N 44° 43' E, 48.85 feet to a point in the south right of way line of Todd Street; thence with said south right of way line S 45° 06' E, 107.34 feet to the point of beginning, containing 0.255 acres.

THE ABOVE TRACT NO. II IS NOW DESCRIBED AS FOLLOWS:

(Bounded by Old Todd Street and Old Green Street)

Beginning at a point in the North East right of way line of Ballard Street, said point being 538.30 feet, more or less, North West of the center line of Jefferson Street; thence North 44°35'48" East 55.34 feet to the true point of beginning; thence North 47°50'08" West 47.69 feet to an iron pin; thence North 45°42'48" East 50.04 feet to an iron pin; thence North 46°13'16" West 24.22 feet to an iron pin; thence North 42°49'24" East 51.10 feet to an iron pin; thence North 45°35'50" West 37.04 feet to an iron pin; thence North 42°48'13" East 46.79 feet to a point; thence South 45°20'19" East 110.98 feet to a point; thence South 44°35'48" West 145.48 feet to the point of beginning and containing 0.262 acres, more or less.

Being the same property as described as Tract II of the property conveyed to Lexington-Fayette Urban County Housing Authority, a Kentucky statutory corporation created pursuant to Kentucky Revised Statute Chapter 80, by deed dated August 18, 2016, of record in Deed Book 3423, page 484, in the Office of the Clerk of Fayette County, Kentucky.

**Tract No. III:**

(Old Green Street)

Beginning at a point in the North East right of way line of Ballard Street, said point being 523 feet, more or less, North West of the center line of Jefferson Street; thence North 44°52'55" East 56.00 feet to the true point of beginning; thence North 47°50'08" West 15.29 feet to a point; thence North 44°35'48" East 145.48 feet to a point; thence South 45°20'19" East 16.00 feet to a point; thence South 44°52'55" West 144.81 feet to the point of beginning and containing 0.052 acres, more or less.

Being the same property as described as Tract III of the property conveyed to Lexington-Fayette Urban County Housing Authority, a Kentucky statutory corporation created pursuant to Kentucky Revised Statute Chapter 80, by deed dated August 18, 2016, of record in Deed Book 3423, page 484, in the Office of the Clerk of Fayette County, Kentucky.

**Easement Tract No. I:**

TOGETHER WITH the non-exclusive easement and other rights running in favor of the above described property set forth in that Declaration of Easement dated December 1, 1998, by Lexington-Fayette Urban County Housing Authority, a body corporate and politic, of record in Deed Book 2023, page 546, as amended by First Amended and Restated Declaration of Easement dated August 30, 2018, of record in Deed Book 3614, page 700. Both references of record in the Fayette County Clerks' office.

**Easement Tract No. II:**

TOGETHER WITH the non-exclusive easement and other rights running in favor of the above described property set forth in that Declaration of Cross-Easement dated September 28, 2018, of record Deed Book 3622, page 735, as amended by First Amendment to Declaration of Cross-Easement dated March 12, 2019, of record in Deed Book 3653, page 376. Both references of record in the Fayette County Clerk's office.

## Celia Moore

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**From:** Brittany Smith  
**Sent:** Monday, June 26, 2023 8:48 AM  
**To:** Celia Moore; Richard McQuady  
**Subject:** RE: Ballard Apartments LURA agreement

This is fine.

**From:** Celia Moore <[cmoore@lexingtonky.gov](mailto:cmoore@lexingtonky.gov)>  
**Sent:** Friday, June 23, 2023 10:31 AM  
**To:** Brittany Smith <[bsmith@lexingtonky.gov](mailto:bsmith@lexingtonky.gov)>  
**Subject:** FW: Ballard Apartments LURA agreement

Brittany,

Rick told me to send this to you to review for LHA Ballard. This requires the mayor's signature. Please let me know if you need anything else.

Thank you,

**Celia Moore**  
*Grants Manager*  
Grants & Special Programs

859.258.3070 office  
[cmoore@lexingtonky.gov](mailto:cmoore@lexingtonky.gov)



### Confidentiality Statement:

The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

**From:** Theresa Reynolds <[teresar2@lexingtonky.gov](mailto:teresar2@lexingtonky.gov)>  
**Sent:** Wednesday, June 7, 2023 2:24 PM  
**To:** Sean Cooper <[coopers@lexha.org](mailto:coopers@lexha.org)>  
**Cc:** Celia Moore <[cmoore@lexingtonky.gov](mailto:cmoore@lexingtonky.gov)>; Richard McQuady <[rmcquady@lexingtonky.gov](mailto:rmcquady@lexingtonky.gov)>; Stacey Granville <[sgranvil@lexingtonky.gov](mailto:sgranvil@lexingtonky.gov)>  
**Subject:** FW: Ballard Apartments LURA agreement

Sean,

The Mayor is the only one that can sign for the government. Celia is out and she can review when she returns. We will get back with you about this.

Thank you,