

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made and entered into this 27 day of January, 2020, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, with a mailing address of 200 East Main Street, Lexington, Kentucky 40507 ("Grantor"), and **A GREAT AMERICAN BRAND REAL ESTATE, LLC**, a Kentucky limited liability company, with a mailing address of 1648 McGrathiana Parkway, Suite 380, Lexington, Kentucky 40511 ("Grantee").

**WITNESSETH:**

THAT for and in consideration of the total sum of FIVE HUNDRED EIGHTY FIVE THOUSAND and NO/100 (\$585,000.00) DOLLARS, cash in hand paid, the receipt of all of which is hereby acknowledged, Grantor hereby conveys to Grantee and its successors and assigns, in fee simple, with Covenant of SPECIAL WARRANTY, the following described property, located in Fayette County, Kentucky, and being more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements thereon and all of the rights, privileges and appurtenances thereunto belonging.

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

Grantor does hereby release and relinquish unto 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 hereby covenants to and with said Grantee, its successors and assigns, that it is lawfully seized in fee simple title to said property and has good right to convey the same as herein done.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title and this conveyance is made subject to any easements and restrictions of record affecting said property, and taxes and assessments for the current year, which taxes and assessments and those of succeeding years, Grantee assumes and agrees to pay.

**RETURN TO:  
Kinkead & Stitz, PLLC  
301 E. Main Street, Suite 800  
Lexington, KY 40507**

IN WITNESS WHEREOF, Grantor has hereunto set its hand the 27 day of January, 2020.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By: Linda Gorton  
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Special Warranty Deed and Consideration Certificate was acknowledged, subscribed and sworn to before me this 27 day of January, 2020, by Linda Gorton, Mayor of the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, for and on behalf of said urban county government.

My Commission expires: 2/26/2021  
Notary ID No.: 513812

Cynthia A. Curran-Jewell  
State-at-Large Notary Public Kentucky

**CONSIDERATION CERTIFICATE**

The parties hereto state that, pursuant to KRS Chapter 382, the property herein conveyed is transferred simultaneously with the conveyance of other property from Grantee to Grantor. The fair cash value of the property herein conveyed is \$585,000.00. This transaction is exempt from transfer tax pursuant to KRS 142.050(7)(b). The in-care of tax mailing address for the current tax year is 1648 McGranthiana Parkway, Suite 380, Lexington, Kentucky 40511.

IN TESTIMONY WHEREOF, witnesseth the signatures of the parties as of the date first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

By: Linda Gorton  
Linda Gorton, Mayor

A GREAT AMERICAN BRAND  
REAL ESTATE, LLC

Kevin M. Bazner  
By: Kevin M. Bazner, Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing Special Warranty Deed and Consideration Certificate was acknowledged, subscribed and sworn to before me this 27 day of January, 2020, by Linda Gorton, Mayor of the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, for and on behalf of said urban county government.

My Commission expires: 2/26/2024  
Notary ID No.: 513812

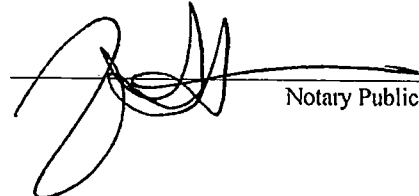
*Cynthia A. Curran - Fugate*  
*State-at-Large* Notary Public *Kentucky*

COMMONWEALTH OF KENTUCKY


COUNTY OF FAYETTE

The foregoing Special Warranty Deed and Consideration Certificate was acknowledged, subscribed and sworn to before me this \_\_\_ day of January, 2020, by Kevin M. Bazner as Manager of A Great American Brand Real Estate, LLC, a Kentucky limited liability company, on behalf of said company.

My Commission expires: 1/18/21  
Notary ID No.: 571027

  
Notary Public

PREPARED BY:



Robert C. Stilz, Jr.  
KINKEAD & STILZ, PLLC  
301 East Main Street, Suite 800  
Lexington, Kentucky 40507  
(859) 296-2300

**EXHIBIT A**

Being all of Lot 25A of the Coldstream Research Campus, Unit 2B, Section 2, to the City of Lexington, Fayette County, Kentucky, as shown by the Non-Building Minor Subdivision Plat of the Coldstream Research Campus – Lot 25, Unit 2B, Section 2, of record in Plat Cabinet R, Slide 986, and Plat Cabinet L, Slide 750, in the Fayette County Clerk's Office, being known and designated as 1551 McGrathiana Parkway, Lexington, Kentucky; and

Being the same property conveyed to the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, by deed dated January 3, 2019 and found of record in Deed Book 3639, Page 293, in the Fayette County Clerk's Office.

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.



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By: EMILY GENTRY ,dc

202001270115

January 27, 2020                      11:50:59    AM

Fees	\$50.00	Tax	\$ .00
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Total Paid	\$50.00
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5 Pages

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**DEED OF PARTIAL RELEASE**

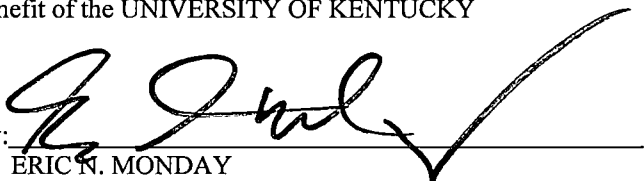
KNOW ALL MEN BY THESE PRESENTS:

For valuable consideration, the receipt of which is hereby acknowledged, the lien of that certain Vendor's Lien from **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 to the **COMMONWEALTH OF KENTUCKY**, for the use and benefit of the **UNIVERSITY OF KENTUCKY**, whose mailing address is 301 Main Building, Lexington, Kentucky 40506-0032, dated January 3, 2019, of record Deed Book 3639, page 293, in the Fayette County Clerk's office, is hereby released and discharged as to the property, located in Fayette County, Kentucky, and being more particularly described on Exhibit A attached hereto and made a part hereof.

However, said Vendor's Lien, and the lien thereof remain in full force and effect as to the remainder of the property described therein.

Dated this 24<sup>th</sup> day of January, 2020.

COMMONWEALTH OF KENTUCKY, for the use and benefit of the UNIVERSITY OF KENTUCKY

By: 

ERIC N. MONDAY  
Its: Executive Vice President for Finance and Administration

**RETURN TO:**  
**Kinhead & Stütz, PLLC**  
**301 E. Main Street, Suite 800**  
**Lexington, KY 40507**

1124

3

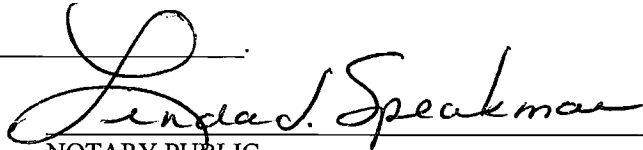
COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

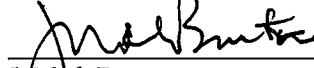
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2020, by Eric N. Monday, as Executive Vice President for Finance and Administration of the University of Kentucky, Commonwealth of Kentucky, for and on behalf of the University of Kentucky.

My Commission expires: 05.13.2023

Notary ID No.: 622443

  
NOTARY PUBLIC

PREPARED BY:



J. Mark Burton  
WYATT, TARRANT & COMBS, LLP  
Lexington Financial Center  
250 West Main Street, Suite 1600  
Lexington, Kentucky 40507



## **EXHIBIT A**

Being all of Lot 25A of the Coldstream Research Campus, Unit 2B, Section 2, to the City of Lexington, Fayette County, Kentucky, as shown by the Non-Building Minor Subdivision Plat of the Coldstream Research Campus – Lot 25, Unit 2B, Section 2, of record in Plat Cabinet R, Slide 986, and Plat Cabinet L, Slide 750, in the Fayette County Clerk's Office, being known and designated as 1551 McGrathiana Parkway, Lexington, Kentucky; and

Being the same property conveyed to the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, by deed dated January 3, 2019, at Deed Book 3639, Page 293, in the Fayette County Clerk's Office.



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.



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By: EMILY GENTRY ,dc

202001270114

January 27, 2020                      11:50:43    AM

Fees	\$46.00	Tax	\$ .00
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Total Paid	\$46.00
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**PARTIAL TERMINATION AND RELEASE OF RESTRICTIVE COVENANT**

This **PARTIAL TERMINATION AND RELEASE OF RESTRICTIVE COVENANT** (the "Termination"), is made and entered into as of the 24<sup>th</sup> day of January, 2020, by the **COMMONWEALTH OF KENTUCKY**, for the use and benefit of the **UNIVERSITY OF KENTUCKY**, whose mailing address is 301 Main Building, Lexington, Kentucky 40506-0032 (the "University") and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG").

**WITNESSETH:**

**WHEREAS**, the University and LFUCG are parties to that certain Special Warranty Deed (with Vendor's Lien and Restrictive Covenant) dated January 3, 2019, of record in Deed Book 3639, Page 293 (the "Deed") in the Fayette County Clerk's office, with respect to certain property more particularly described therein. The Deed includes a restrictive covenant (the "Restrictive Covenant") in favor of the University to which the Property is subject.

**WHEREAS**, the conditions set forth in the Restrictive Covenant have been satisfied with respect to the property described on Exhibit A (the "Property").

**NOW, THEREFORE**, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the University hereby fully and forever terminates and releases the Restrictive Covenant with respect to the Property and acknowledges and agrees that the Restrictive Covenant shall be of no further force or effect with respect to the Property.

**PROVIDED HOWEVER**, the Restrictive Covenant shall remain in full force and effect as to the remainder of the property described in the Deed.

**RETURN TO:  
Kinkead & Stütz, PLLC  
301 E. Main Street, Suite 300  
Lexington, KY 40507**

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

IN WITNESS WHEREOF, the undersigned have executed and delivered this Partial Termination and Release of Restrictive Covenant as of the day and year first above written.

COMMONWEALTH OF KENTUCKY, for the use and benefit of the UNIVERSITY OF KENTUCKY

By: [Signature]  
ERIC N. MONDAY  
Its: Executive Vice President for Finance and Administration

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2020, by Eric N. Monday, as Executive Vice President for Finance and Administration of the University of Kentucky, Commonwealth of Kentucky, for and on behalf of the University of Kentucky.

My Commission expires: 05.13.2023.

Notary ID No.: 622443

[Signature]

NOTARY PUBLIC



PREPARED BY:

[Signature]  
J. Mark Burton  
WYATT, TARRANT & COMBS, LLP  
250 West Main Street, Suite 1600  
Lexington, Kentucky 40507  
(859) 233-2012

**EXHIBIT A**

Being all of Lot 25A of the Coldstream Research Campus, Unit 2B, Section 2, to the City of Lexington, Fayette County, Kentucky, as shown by the Non-Building Minor Subdivision Plat of the Coldstream Research Campus – Lot 25, Unit 2B, Section 2, of record in Plat Cabinet R, Slide 986, and Plat Cabinet L, Slide 750, in the Fayette County Clerk's Office, being known and designated as 1551 McGrathiana Parkway, Lexington, Kentucky; and

Being the same property conveyed to the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, by deed dated January 3, 2019, at Deed Book 3639, Page 293, in the Fayette County Clerk's Office.

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.



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By: EMILY GENTRY ,dc

202001270113

January 27, 2020                      11:50:26    AM

Fees	\$50.00	Tax	\$ .00
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Total Paid	\$50.00
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**A. Settlement Statement (HUD-1)**

**B. Type of Loan**

1.  FHA    2.  RHS    3.  Conv. Unins.    6. File Number: 4884-11

4.  VA    5.  Conv. Ins.     Other

7. Loan Number:    8. Mortgage Insurance Case Number:

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

**D. Name & Address of Borrower:** A Great American Brand Real Estate, LLC, 1648 McGrathiana Parkway, Suite 380, Lexington, KY 40511

**E. Name & Address of Seller:** Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, KY 40507

**F. Name & Address of Lender:**

**G. Property Location:** Property Address  
1551 McGrathiana Parkway Lexington, Kentucky 40511

**H. Settlement Agent:** Kinkead & Stilz, PLLC, 301 East Main, Suite 800, Lexington, KY 40507, (859) 296-2300  
**Place of Settlement:** 301 East Main, Suite 800, Lexington, KY 40507

**I. Settlement Date:** 1/27/2020    **Proration Date:** 1/27/2020    **Disbursement Date:** 1/27/2020

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross Amount Due from Borrower</b>		<b>400. Gross Amount Due to Seller</b>	
101. Contract sales price	\$585,000.00	401. Contract sales price	\$585,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$2,750.60	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due from Borrower</b>	<b>\$587,750.60</b>	<b>420. Gross Amount Due to Seller</b>	<b>\$585,000.00</b>
<b>200. Amounts Paid by or In-Behalf of Borrower</b>		<b>500. Reductions in Amount Due to Seller</b>	
201. Deposit or earnest money	\$58,500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$92.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. MOU Fulfillment to University of Kentucky	\$292,454.00
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid by/for Borrower</b>	<b>\$58,500.00</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>\$292,546.00</b>
<b>300. Cash at Settlement from/to Borrower</b>		<b>600. Cash at Settlement to/from Seller</b>	
301. Gross amount due from borrower (line 120)	\$587,750.60	601. Gross amount due to seller (line 420)	\$585,000.00
302. Less amounts paid by/for borrower (line 220)	(\$58,500.00)	602. Less reductions in amount due seller (line 520)	(\$292,546.00)
<b>303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower</b>	<b>\$529,250.60</b>	<b>603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller</b>	<b>\$292,454.00</b>

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
  
 Linda Gordon  
 Mayor

L. Settlement Charges		
	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>		
Division of commission (line 700) as follows:		
701.		
702.		
703. Commission paid at settlement		
704.		
<b>800. Items Payable in Connection with Loan</b>		
801. Our origination charge (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803. Your adjusted origination charges (from GFE A)		
804. Appraisal fee (from GFE #3)		
805. Credit report (from GFE #3)		
806. Tax service (from GFE #3)		
807. Flood certification (from GFE #3)		
808.		
<b>900. Items Required by Lender to Be Paid in Advance</b>		
901. Daily interest charges from (from GFE #10)		
902. Mortgage insurance premium for (from GFE #3)		
903. Homeowner's insurance for (from GFE #11)		
904.		
905.		
<b>1000. Reserves Deposited with Lender</b>		
1001. Initial deposit for your escrow account (from GFE #9)		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. City property taxes		
1005. County property taxes		
1006. Annual Assessments (maint.)		
1007.		
1008.		
1009. Aggregate Adjustment		
<b>1100. Title Charges</b>		
1101. Title services and lender's title insurance (from GFE #4)		
1102. Settlement or closing fee		
1103. Owner's title insurance to Kinkead & Stiltz, PLLC (from GFE #5)	\$2,700.60	
1104. Lender's title insurance to <<Settlement Agent>>		
1105. Lender's title policy limit		
1106. Owner's title policy limit \$585,000.00		
1107. Agent's portion of the total title insurance premium to Kinkead & Stiltz, PLLC \$2,057.60		
1108. Underwriter's portion of the total title insurance premium to First American Title Insurance Company \$643.00		
1109.		
1110. Attorney Fees		
1111.		
1112. Title Search Fee		
1113. Wire/Courier/Bank Fees		
1114.		
1115. Tax on Title Insurance		
<b>1200. Government Recording and Transfer Charges</b>		
1201. Government recording charges (from GFE #7)	\$50.00	
1202. Deed \$50.00 Mortgage Releases \$46.00 Other \$46.00	\$50.00	\$92.00
1203. Transfer taxes (from GFE #8)		
1204. City/County tax/stamps		
1205. State tax/stamps		
1206.		
<b>1300. Additional Settlement Charges</b>		
1301. Required services that you can shop for (from GFE #6)		
1302.		
1303.		
1304.		
1305.		
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>	<b>\$2,750.60</b>	<b>\$92.00</b>

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

**CERTIFICATION:**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

A GREAT AMERICAN BRAND REAL ESTATE, LLC

Kevin M. Bazner  
Chief Executive Officer

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Robert C. Stiltz, Jr.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton  
Mayor

01/27/2020  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.