

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into on this _____ day of 2015, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), and **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose address is 522 Patterson Street, Lexington, Kentucky 40508 (hereinafter referred to as "Organization").

WHEREAS, Government and Organization entered into an Agreement dated April 26, 2010 ("Agreement"), in which the Organization was allocated annual payments in the amount of \$250,000 for a five year period for establishment and operation of a Community Land Trust in the Southend Park Neighborhood as part of the Newtown Pike Extension Project and as approved in the Final Environmental Impact Statement signed June 12, 2007 and entered into the Record of Decision signed on October 11, 2007.

WHEREAS, Government and Organization entered into an Amendment to Agreement dated September 11, 2014, in which the Organization was provided an additional \$100,000 for design mitigation expenses;

WHEREAS, Government and Organization entered into a Second Amendment to Agreement dated July 7, 2015 in which the Organization was provided an additional \$2,228,038 for operating, legal, mitigation, and housing construction costs;

WHEREAS, Kentucky Transportation Cabinet has provided additional federal and state funds in the amount of \$66,250 to support costs of Lexington Community Land Trust's obligations as a host for the 2015 National Community Land Trust Network Conference;

WHEREAS, the Agreement provides for all amendments to be in writing executed by Government and Organization;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. The Government agrees to reimburse the Organization with additional federal and state funding in an amount up to \$66,250 for eligible conference expenses as authorized by the Kentucky Transportation Cabinet.
2. All funds requested by the Organization shall be fully supported by invoices.
3. In all other respects, except as specifically modified herein, the terms of the Agreement dated April 26, 2010, as amended on September 11, 2014, and as further amended on July 7, 2015, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Third Amendment at Lexington, Kentucky, the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

LEXINGTON-COMMUNITY LAND TRUST, INC.

BY: _____
Signature of Authorized Official

Printed Name