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FAYETTE CO, KY FEE \$50.00

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RECORDED: 02-22-2023

SUSAN LAMB
CLERK

BY EMILY GENTRY
DEPUTY CLERK

BK: DB 4003

PG: 97-101

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made and entered into this the 9th day of February, 2023, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky local government established in accordance with Chapter 67A of the Kentucky Revised Statutes, whose address is 200 East Main Street, Lexington, Kentucky 40507 which is the in-care-of tax mailing address for the current tax year (hereinafter "Grantor") and **UNITED WAY OF THE BLUEGRASS, INC.**, a Kentucky non-profit corporation, whose mailing address is 651 Perimeter Drive, Suite 510, Lexington, Kentucky 40517 (hereinafter "Grantee"), which is also the in-care of tax mailing address for the current tax year.

WITNESSETH:

That for and in consideration of the following: (1) Grantee shall retain ownership of the property for no less than ten (10) years from the date this Deed is recorded ("Covenant Period"); (2) during the Covenant Period, Grantee shall improve, maintain and preserve the property being transferred hereby in good condition, repair and working order; (3) during the Covenant Period, Grantee shall utilize, manage, and re-purpose the property for the general benefit of the community in Lexington, Fayette County, Kentucky through

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the provision of health and human services programming; (4) the subject property being one of significant historic value and importance, eligible for inclusion on the National Register of Historic Places, during the Covenant Period, Grantee shall maintain, and shall take no action that will jeopardize, the Property's eligibility for the National Register of Historic Places; and the failure of the Grantee to abide by any of these provisions shall result in Grantee paying to Grantor \$190,000.00, the current full fair market value of the property, prorated by the period of the Covenant Period remaining, provided such obligation shall not occur until and unless (i) Grantor gives written notice to Grantee of any such failure(s), and (ii) Grantee fails to remedy such failure(s) within ninety (90) days from receipt of such notice, or if such failure(s) reasonably cannot be remedied within such period, then Grantee shall have such reasonable additional time to remedy such failure(s) so long as Grantee has commenced and continues diligent efforts to cure such failures; the Grantor does now hereby **GIVE, GRANT and CONVEY** unto the Grantee, in fee simple, its heirs, successors and assigns forever, the following described real property, to-wit:

400-402 EAST FIFTH STREET

Beginning at a point on the southeast corner of the intersection of Fifth and Chestnut Streets; thence along said Fifth Street in an easterly direction 35 feet; thence at right angles in a southerly direction 113.5 feet; thence at right angles to the last named line 35 feet to Chestnut Street; thence with Chestnut Street in a northerly direction 113.5 feet to the beginning; said property being known as 400-402 East Fifth Street.

Being the same property conveyed to the Lexington-Fayette Urban County Government from Divine Providence, Inc., by Deed dated October 24, 2016, and of record in Deed Book 3440, Page 543, in the Fayette County Clerk's Office.

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. 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, but reserving any interest set forth in this deed, 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 good right to sell and convey the same as herein done; that the title to 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, that this conveyance is made subject to any and all easements, restrictions, conditions, and/or right of ways that pertain to the above described property that may appear of record affecting such property.

CONSIDERATION CERTIFICATE

The parties hereto hereby certify, swear, and affirm that the consideration reflected in this deed is the full consideration paid for the property transferred herein, the estimated fair cash value of which is One Hundred and Ninety Thousand and 00/100 Dollars (\$190,000.00). Grantee joins in this Deed for the sole purpose of certifying the consideration, as authorized by Resolution No. 068-2023 passed by the Lexington-Fayette Urban County Council on February 9, 2023. This conveyance is exempt from real estate transfer tax pursuant to KRS 142.050(7)(b).

IN TESTIMONY WHEREOF, Grantor and Grantee have hereunto signed this deed on this the day and year first above written.

GRANTOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON,
MAYOR

GRANTEE:

UNITED WAY OF THE BLUEGRASS,
INC.

BY: Timothy Johnson
TIMOTHY JOHNSON,
PRESIDENT & CEO

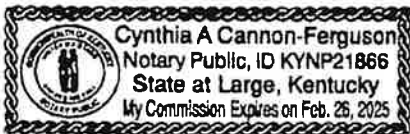
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Linda Gorton, in her capacity as Mayor of Lexington-Fayette Urban County Government, a Kentucky local government established in accordance with Chapter 67A of the Kentucky Revised Statutes, on this the 9th day of February, 2023.

Cynthia A. Cannon-Ferguson
Notary Public, Kentucky, State-at-Large

My Commission Expires: 2/26/2025

Notary ID Number: KYNP 21866



COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Timothy Johnson, in his capacity as President, for and behalf of the United Way of the Bluegrass, Inc., a Kentucky nonprofit corporation, on this the 20th day of January, 2023.




Notary Public, Kentucky, State-at-Large

My Commission Expires: 03, 13, 23

Notary ID Number: 618957

PREPARED BY:



Michael S. Cravens,
Managing Attorney
Lexington-Fayette Urban
County Government
Department of Law
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Lexington, Kentucky 40507
(859) 258-3500

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