

DEED OF CONVEYANCE

THIS DEED made and entered into this the 11th day of December 2018, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, organized and existing pursuant to Chapter 67A of the Kentucky Revised Statutes, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Grantor") and, **ARBOR YOUTH SERVICES, INC.**, a Kentucky non-profit corporation, whose mailing address is 536 West Third Street, Lexington, Kentucky 40508, which is the in-care-of tax mailing address for the current tax year (hereinafter "Grantee"); and,

WITNESSETH:

That for and in consideration of the sum of **ONE AND 00/100 DOLLARS (\$1.00)**, cash in hand, the receipt of which is hereby acknowledged, the Grantor has **BARGAINED** and **SOLD** and does hereby **GRANT** and **CONVEY** unto the Grantee, its heirs and assigns forever, the following described real property, to-wit:

Being all of Lot No. 75, Block D, Unit 2, Section 1-D of Dixie Plantation Subdivision to the City of Lexington, Fayette County, Kentucky, as shown by plat of record in Plat Cabinet B, Slide 144, in the Fayette County Clerk's Office; said property being known and designated as 1807 Dalton Court; and

Being the same property conveyed to Lexington-Fayette Urban County Government by deed dated April 8, 1992, from the Secretary of Housing and Urban Development of Washington, D.C., acting by and through the Federal Housing Commissioner, of record in Deed Book 1623, Page 243, in the Office of the Fayette County Court Clerk.

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.

AND 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, and does hereby covenant to and with said Grantee, their successors and assigns, 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 clear, perfect, and unencumbered, and that they will **WARRANT SPECIALLY** the same.

PROVIDED, HOWEVER, that the above conveyance and warranty is subject to all easements, restrictions and right of ways that pertain to the above described property as found of record in the Fayette County Clerk's Office.

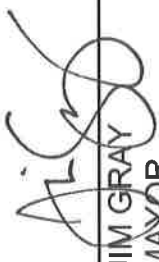
CONSIDERATION CERTIFICATE

The undersigned Grantor and Grantee hereby certify, swear, and affirm that the consideration herein is the full and actual consideration paid for the property, with the property having a fair market value of One Hundred Twenty-Six Thousand Five Hundred and 00/100 Dollars (\$126,500.00). The Grantee signs this deed for the sole purpose of certifying the consideration paid.

IN TESTIMONY WHEREOF, Grantor and Grantee have hereunto set their hands on this the day and year first above written, as authorized by Resolution No. 597-2018, passed by the Lexington-Fayette Urban County Council on the 11th day of October, 2018.


GRANTOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
JIM GRAY
MAYOR

GRANTEE:

ARBOR YOUTH SERVICES, INC.

BY: 
LORI CLEMONS
EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

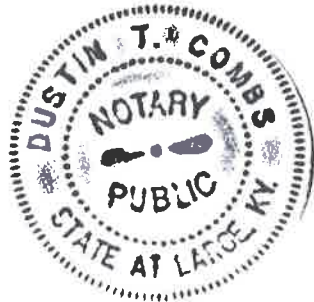
The foregoing deed was subscribed, sworn to, and acknowledged before me by Jim Gray, in his capacity as Mayor of Lexington-Fayette Urban County Government, on this the 11th day of December, 2018.



Dustin T. Combs #545656
Notary Public, Kentucky, State at Large
My Commission Expires: 11 / 29 / 2019

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing deed was subscribed, sworn to, and acknowledged before me by Lori Clemons, in her capacity Executive Director of Arbor Youth Services, Inc., a Kentucky non-profit corporation, on this the 11th day of December 2018.



Dustin T. Combs #545656
Notary Public, Kentucky, State at Large
My Commission Expires: 11 / 29 / 2019

PREPARED BY:

Melissa Moore Murphy
MELISSA MOORE MURPHY
Attorney Senior
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

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.



By: PATTY DAVIS ,dc

201812140002

December 14, 2018 9:48:01 AM

Fees	\$17.00	Tax	\$.00
Total Paid			\$17.00

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this 11th day of December, 2018, by and between **ARBOR YOUTH SERVICES, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273 ("Declarant"), 540 West Third Street, Lexington, Kentucky 40508, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Government").

WITNESSETH:

WHEREAS, the Government is the owner of certain real property known and designated as 1807 Dalton Court, Lexington (Fayette County) Kentucky and more particularly described in Exhibit A which is attached hereto and incorporated herein by reference ("site"); and

WHEREAS, the Government rehabilitated the property through funding received by the Community Development Block Grant (CDBG) program under the United States Department of Housing and Urban Development ("HUD");

WHEREAS, pursuant to the criteria for national objectives of the CDBG program, as condition of funds used for property improvements, Restrictive Covenants, running with the land in conformance with the eligibility provisions of the program, be declared and filed of record as to each property developed, rehabilitated and/or acquired with program funds; and

WHEREAS, the Government intends to and desires to transfer ownership to Declarant for purpose of operating independent housing for homeless youth ages 18 - 24; and

WHEREAS, in consideration of transfer of ownership of the property to Declarant without reimbursement of the original acquisition funding of \$62,000 to CDBG program, the Declarant wishes to establish covenants, conditions and restrictions running with the land to comply with the requirements of the CDBG program;

During the term hereof, should any mortgage or deed of trust be foreclosed on the site, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions and covenants set forth in this instrument. In the event of foreclosure by, acceptance of deed-in-lieu of foreclosure by, or assignment any Superior Mortgage(s) to the U.S. Department of Housing and Urban Development (HUD) provided for in this Deed and Declaration of Restrictive Covenants or provided for in any other document related to this transaction shall automatically and permanently terminate and shall have no further force to or effect on subsequent owners or purchasers of the Property.

4. FUTURE DEEDS:

Declarant, its assigns, subsequent purchasers, lessees and successors in interest agree that all of the covenants, conditions and restrictions contained in this deed shall be inserted in full in all future deeds of the site during the term hereof.

5. SEVERABILITY OF PROVISIONS:

Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

IN WITNESS WHEREOF, Declarant, and Government have executed this Deed and Declaration of Restrictive Covenants effective as of the day and year first above written.

DECLARANT: ARBOR YOUTH SERVICES, Inc.

a Kentucky non-stock non-profit corporation
pursuant to KRS Chapter 273

BY: 

Lori Clemons, Executive Director

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**



COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 21st day of December, 2018, by Lori Clemons, Executive Director of Arbor Youth Services, Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, on behalf of the corporation.

My commission expires: 11/29/2019



Dustin T. Combs
NOTARY PUBLIC
#545656

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 11th day of December, 2018, by Jim Gray, as Mayor of the Lexington-Fayette Urban County Government.



My commission Expires: 11/29/2019

Dustin T. Combs
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY
#545656

Melissa Moore Murphy

Melissa Moore Murphy
Attorney Senior
Lexington-Fayette Urban County Government
Department of Law
200 East Main Street
11th Floor
Lexington, Kentucky 40507

Exhibit A

Legal Description

Being all of Lot No. 75, Block D, Unit 2, Section 1-D of Dixie Plantation Subdivision to the City of Lexington, Fayette County, Kentucky, as shown by plat of record in Plat Cabinet B, Slide 144, in the Fayette County Clerk's Office; said property being known and designated as 1807 Dalton Court; and

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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.



By: PATTY DAVIS ,dc

201812140003

December 14, 2018 9:48:19 AM

Fees	\$19.00	Tax	\$.00
Total Paid	\$19.00		

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