

**SPECIAL WARRANTY DEED**  
(with Restrictive Covenants)

THIS SPECIAL WARRANTY DEED, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between (i) **MOONDANCE FOUNDATION, INC.**, a Kentucky non-profit corporation, having a mailing address of 3120 Wall Street, Suite 300, Lexington, Kentucky 40513 (hereinafter referred to as the "Grantor"), and (ii) **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, having a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as the "Grantee" and sometimes as the "LFUCG"). The in-care of tax mailing address for the current tax year is c/o Lexington-Fayette Urban County Government, Attn: \_\_\_\_\_, 200 East Main Street, Lexington, Kentucky 40507.

**W I T N E S S E T H :**

That for and in consideration of the payment of the sum of One (\$1.00) Dollar, cash in hand paid, the receipt of which is hereby acknowledged, Grantor has this day **BARGAINED** and **SOLD** and does hereby **GRANT** and **CONVEY** unto the Grantee, in fee simple, its successors and assigns, forever, all of the following-described property located in Lexington, Fayette County, Kentucky, and being more fully described as follows, to-wit:

BEING all of Lot No. 2 (consisting of 1.60 acres), Unit 1, Section 5, of Beaumont Farm Subdivision to Lexington, Fayette County, Kentucky, as shown by that Final Record Plat thereof of record in Plat Cabinet N, Slide 299, in the Fayette County Clerk's Office, to which plat reference is hereby made for a more particular description of said property; said property being known and designated as 1152 MONARCH STREET (f/k/a 956 MIDNIGHT PASS); and

BEING the same property conveyed to Moondance Foundation, Inc., a Kentucky non-profit corporation, by C.M. Gatton, Trustee of the C.M. Gatton Trust, through deed dated September 25, 2009, of record in Deed Book 2901, Page 565, in the Office of the Fayette County Clerk.

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

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns, all of its (Grantor's) right, title and interest in and to the above-described property, including all exemptions allowed by law, and does hereby covenant to and with

the Grantee, its successors and assigns, that it (Grantor) is lawfully seized in fee simple of said property and has good and perfect right to convey the same as herein done, and that said property is free and clear of all encumbrances of whatsoever nature, except as herein stated, and except for the real estate taxes due and payable in 2018, and thereafter, which the Grantee assumes and agrees to pay, and that it (Grantor) will warrant the title to said property with covenant of **SPECIAL WARRANTY**. Provided further, however, there is excepted from the foregoing covenants and warranty any zoning laws, restrictions, easements and agreements, if any, which may appear of record in the Fayette County Clerk's Office affecting said property.

As a part of the consideration for this conveyance, and as a condition to Grantee's acceptance of this Deed, Grantor does hereby impose, and the Grantee explicitly agrees and consents to, the following **restrictions and covenants** affecting the above-described property (the "Subject Property"), which shall be binding against the Grantee and its successors and assigns, and shall constitute covenants running with the title to the Property:

1. Unless otherwise agreed to in writing by the Board of Directors of the Beaumont Centre Commercial and Office Park Association, Inc., a Kentucky non-profit corporation (the "Beaumont Association"), **and** the developer of the Beaumont residential community (Haymaker Development Co., LLC, a Kentucky limited liability company, and hereinafter referred to as the "Developer"), or their respective successors or assigns, the Subject Property shall always be used for (a) a performing arts venue, offering performances suitable to all ages, or (b) general park purposes, open to the general public similar to other public parks owned or operated by the LFUCG; however; if the Subject Property ceases to be used for such purposes for a period of eighteen (18) consecutive months, the title to the Subject Property shall automatically pass to the Young Men's Christian Association of Central Kentucky, Inc. (a Kentucky non-profit corporation). The performances held on the Subject Property shall **not** be a nuisance to any of the adjoining residences, and all performances must terminate by no later than 11:00 P.M., local time.

2. Any modifications or alterations to the existing structures situated upon the Subject Property (other than routine repairs), or new structures or other improvements of a material nature, must be approved of in writing in advance by the Board of Directors of the Beaumont Association **and** the Developer, or their respective successors or assigns, **and**, unless otherwise agreed to in writing by the Developer and the Board of Directors (or their respective successors or assigns),

any such modifications, alterations or new improvements must be consistent with the architecture, colors and design of the current improvements.

3. The owner of the Subject Property shall be completely responsible for all maintenance (including parking lot striping, resurfacing, etc.), landscaping (including tree and shrubbery replacement, when necessary), storm water management, and general upkeep regarding the Subject Property; the Beaumont Association shall have absolutely no responsibility for those items whatsoever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on this the day and year first above written.

MOONDANCE FOUNDATION, INC., a  
Kentucky non-profit corporation

BY: *TH Haymaker*  
TIMOTHY L. HAYMAKER, President

**CONSIDERATION CERTIFICATE**

The undersigned do hereby certify that the consideration reflected in this Deed is the full consideration paid for the above-described property.

MOONDANCE FOUNDATION, INC.,  
a Kentucky non-profit corporation

BY: *TH Haymaker*  
TIMOTHY L. HAYMAKER,  
President

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT, an urban  
county government

BY: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF KENTUCKY )  
  )  
COUNTY OF FAYETTE )

The foregoing Deed and Consideration Certificate were acknowledged and sworn to before me on this the 3<sup>rd</sup> day of May, 2018, by Timothy L. Haymaker, as the duly-authorized President of Moondance Foundation, Inc., a Kentucky non-profit corporation, on behalf of the corporation.

My Commission Expires: 11-10-2020

*Leah C. Solky* 567052  
NOTARY PUBLIC, KY, STATE AT LARGE

STATE OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing Consideration Certificate was acknowledged and sworn to before me on this the \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as the duly-authorized \_\_\_\_\_ of the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky revised statutes, on behalf of said urban county government.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, KY, STATE AT LARGE

THIS INSTRUMENT  
PREPARED BY:



\_\_\_\_\_  
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