

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF GRANTS AND SPECIAL PROGRAMS  
FIRST AMENDED HOME-ARP AGREEMENT**

**THIS AMENDMENT TO HOME-ARP AGREEMENT** ("Amended Agreement"), made and entered into on this 6<sup>th</sup> day of February, 2025, 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 **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership, 159 Old Georgetown Street, Lexington, Kentucky 40508. (hereinafter referred to as "**Borrower**").

**WHEREAS**, Government and Borrower entered into an Agreement dated October 11, 2023 ("Agreement"), in which the Borrower as a recipient was allocated NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$950,000) of federal funds from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program – American Rescue Plan for the new construction of six (6) rental units for qualifying households or for other eligible costs as set forth in 24 CFR 92.2;

**WHEREAS**, the Agreement required the funds to be used in accordance with an approved budget;

**WHEREAS**, the parties now desire to amend the Agreement to reflect changes to the budget and supportive service. The Borrower has requested an additional award of TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS (\$277,576.00) for services, hereby amending the total loan amount to ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS (\$1,227,576.00),

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

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

**SECTION 1  
PARTICULAR COVENANTS**

1.01 The Government hereby agrees to loan to Borrower the maximum sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS (\$1,227,576.00) (hereinafter "Loan"). This Loan shall be in the form of a Deferred Payment Loan for the term of twenty (20) years from the date of this Amended Agreement. The Deferred Payment Loan shall be at zero percent (0%) interest for the twenty (20) year period and shall be repayable in full at the end of the twenty (20) year period. Seventy three (73) units in Davis Park Station shall be new construction of multi-family housing located at 501 and 512 De Roode Street,

Lexington, Fayette County, Kentucky 40508 ("Project"). **The number of HOME-ARP funded units is six (6).**

1.07. No loan shall be made hereunder unless and until Borrower has delivered to Government a note in the amount of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS (\$1,227,576.00) and a leasehold mortgage securing said note, all within one (1) year of the date of this Amended Agreement for the purpose of securing the Loan made hereunder, which mortgage shall be upon the real property located at **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508**, together with all buildings and other structures now or hereafter erected or installed and all fixtures now or hereafter attached to or used in, or in the operation of any such lands, buildings and structures which are necessary to complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed. To the extent permitted by law, all personal property described in the subordinate leasehold mortgage shall be deemed to be fixtures and part of the property. As to any part of personal property not permitted by law to be fixtures, the leasehold mortgage shall constitute a security agreement under the Uniform Commercial Code.

1.08 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-ARP six (6) units shall be rented to qualifying households (Homeless, At-Risk of Homelessness, Fleeing, or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, Human Trafficking and Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42U.S.C. 12742(a) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. (24 CFR 91.5), as determined by low HUD HOME rents. HOME-ARP units restricted to qualifying population. Owner shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).

1.12 a. The Owner shall, on an annual basis, during a period of twenty (20) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-ARP units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Owner shall not evict over-income tenants based on income. Owner shall increase the rent of the HOME-ARP unit to thirty percent (30%) of the household's adjusted gross income. HOME-ARP units vacated by an over-income tenant must be rented to a qualifying household tenant during the twenty (20) year period, except tenants of HOME-ARP-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-ARP units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

b. Should the adjusted gross income of a qualifying household renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy

and during the twenty (20) year period from the date on which development of the Project is completed, the Owner shall set the rent limits for qualifying household for the duration of the tenancy as established by HUD high-HOME rent as specified in 24 CFR 92.252(a). The Project is deemed to be completed on the date the initial tenant surveys are verified. Owner shall not evict such a tenant on the basis of the increase of the adjusted gross income.

1.44 SUPPORTIVE SERVICES. The Borrower agrees to partner with New Beginnings, Bluegrass, Inc. to provide supportive services and use the Continuum of Care's Coordinated Entry By-Name List to identify qualifying population. The Borrower will provide six (6) units of permanent housing to the defined qualifying population. The Borrower will update its Administrative Plan to give these applicants a waiting list preference.

- Services that assist individuals with the following:
  - Case management to assist tenants accessing resources for housing stability goals.
  - Life skills training to foster independence and self-sufficiency.
  - Referral services to connect tenants with additional community resources.

The Borrower also agrees to provide under the McKinney-Vento Supportive Services and Homeless Prevention Services. In partnership with the City of Lexington's workforce training center that is housed at Davis Park Station, AU Associates will facilitate the provision of the following employment assistance and job training services, which include learning skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.

- Services that assist individuals in securing employment consist of:
  - Employment screening, assessment, or testing;
  - Structured job skills and job-seeking skills;
  - Counseling or job coaching; and
  - Referral to community resources

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 11, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

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

**SIGNATURE PAGES TO FOLLOW**

**SIGNATURE PAGE – LFUCG**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: Linda Gorton  
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY               )  
  ) SCT  
COUNTY OF FAYETTE                     )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 5<sup>th</sup> day of February, 2025, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

Michelle Nelson, KYNP80390  
Notary Public, State At Large, Kentucky  
My Commission Expires: October 3, 2027  
Commission Number: KYNP80390

ATTEST:

  
Urban County Council Clerk

**DAVIS PARK STATION LIMITED  
LIABILITY LIMITED PARTNERSHIP,**  
a Kentucky limited liability limited partnership

By: Johan Graham, Member

[illegible]

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28<sup>th</sup> day of January, 2025, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.



Quica Wallace  
Notary Public, State At Large, Kentucky  
My Commission Expires: 4/21/2027  
Commission Number: KYNP 71143

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
Brittany Griffin Smith, Esq.  
Lexington-Fayette Urban County Government  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

**RETURN TO:**

Lexington-Urban County Government  
Division of Grants and Special Programs  
200 East Main Street, 6<sup>th</sup> Floor  
Lexington, Kentucky 40507

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
DIVISION OF GRANTS AND SPECIAL PROGRAMS  
FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS**

This **FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS** ("Amended Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership, whose principal address is 159 Old Georgetown Street, Lexington, Kentucky 40508 (herein "Borrower"), **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"), and **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, whose address is P. O. Box 171, Lexington, Kentucky 40588 ("Owner"). Owner is the holder of a fee simple interest, and Borrower is the holder of a leasehold interest, in that certain real estate located in Fayette County, Kentucky, more particularly described in **Exhibit A**, attached hereto, and incorporated herein by reference (the "Property"), by virtue of that certain Ground Lease Agreement dated as of October 11, 2023, by and between Owner and Borrower (the "Ground Lease"). This Ground Lease is further evidenced by that certain Memorandum of Lease dated as of October 11, 2023, by and between **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, as landlord, and **DAVIS PARK STATION LLLP**, a Kentucky limited liability limited partnership, as tenant, and of record in Deed Book 4042, Page 294 in the Office of the Clerk of Fayette County, Kentucky.

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

**WHEREAS**, LFUCG and the Borrower entered into that certain Declaration of Restrictive Covenants ("Declaration") dated October 11, 2023, and recorded in the Office of the Fayette County Clerk in Deed Book 4042 Page 317-321, whereby the parties agreed to a loan through the Government's HOME-ARP Program, in the amount of NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$950,000.00) for the construction of six (6) unit dwelling units in Davis Park Station ("Site" or "Property") for very low-income households;

**WHEREAS**, the Borrower has requested additional funding in the amount of TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS (\$277,576.00) to complete the Project, bringing the loan total to ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS (\$1,227,576.00);

**WHEREAS**, the Borrower has borrowed the sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS (\$1,227,576.00) pursuant to the Government's HOME-ARP Program and HUD's HOME Investment Partnerships Program for the construction of six (6) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME-ARP program;

**WHEREAS**, Owner and Borrower, have executed an Amended Declaration of Covenants and Restrictions effective as of the day and year first above written.

**NOW, THEREFORE**, the Government hereby releases Declarant, the Declarant's heirs and assigns, and all future owners of the Property from the conditions, restrictions and reservations on the Property, located at **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508**, and which were recorded in Deed Book 4042, Page 317-321 in the Office of the Fayette County Clerk.

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

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**SIGNATURE PAGES TO FOLLOW**

**SIGNATURE PAGE – LFUCG**

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: Linda Gorton  
Linda Gorton, Mayor

[illegible]

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 5<sup>th</sup> day of February, 2025, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

Maurice Nelson  
Notary Public, State At Large, Kentucky  
My Commission Expires: October 3, 2027  
Commission Number: KYNP80390

ATTEST:

  
Urban County Council Clerk

## **SIGNATURE PAGE – BORROWER**

**DAVIS PARK STATION LIMITED  
LIABILITY LIMITED PARTNERSHIP,**  
a Kentucky limited liability limited partnership

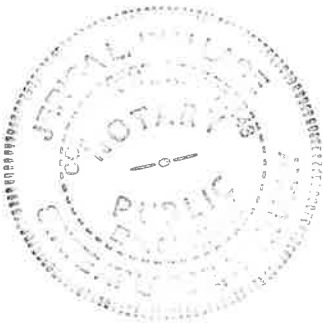
By: DAVIS PARK STATION GP, LLC,  
a Kentucky limited liability company,  
its General Partner,

By: Johan Graham  
Johan Graham, Member

[illegible]

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28<sup>th</sup> day of January, 2025, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.

Quica Wallace  
Notary Public, State At Large, Kentucky  
My Commission Expires: 4/21/2027  
Commission Number: KYNP 71143



## SIGNATURE PAGE – OWNER


**LEXINGTON COMMUNITY LAND TRUST, INC.,**  
a Kentucky non-profit corporation

BY: Byron C. Mitchell  
Byron C. Mitchell, President

COMMONWEALTH OF KENTUCKY )  
 ) SCT  
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4<sup>m</sup> day of February, 2025, by Byron C. Mitchell, as President of the Board of Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State At Large, Kentucky  
My Commission Expires: 1/22/2029  
Commission Number: KYNP95710

## **EXHIBIT A**

### **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508**

The Land referred to herein below is situated in the County of Fayette, State of Kentucky, and is described as follows:

Being all of Lots No. 30 and 31 as shown on the Final Record Plan of Southend Park, Section 2, 757 De Roode Street, Fayette County, Kentucky, as shown by Plat of record in Plat Cabinet S, Slide 184, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property conveyed to Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, by that certain Special Warranty Deed, dated July 29, 2021, of record in Deed Book 3864, Page 110, and subsequently leased to Davis Station LLLP, by Memorandum of Ground Lease recorded in Book 4042, page 294 of the Clerk's Records of Fayette County, Kentucky.