

EXHIBIT H

SAMPLE RESTRICTIVE COVENANTS

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

This Declaration of Covenants, Restrictions and Conditions (this "Declaration") is made this ____ day of _____, 2019, pursuant to a requirement in the Deed of Conveyance from the Commonwealth of Kentucky, by and through William M. Landrum III, Secretary of the Finance and Administration Cabinet (hereinafter "Declarant") to _____ (hereinafter "Property Owner").

WITNESSETH:

WHEREAS, the Declarant conveyed to the Property Owner two parcels of land more particularly described as: Parcel B Block: 7.76+- acres bound by Wilkinson, Clinton, St. Clair, and Mero Streets and Parcel C: 4.12+- acres in Parcel C bound by Wilkinson, Clinton, federal property which is located in downtown Frankfort, Kentucky, and described in Deed Book ____, Page ____, in the Franklin County Clerk's Office "the Property"; and,

WHEREAS, the Property was determined to be surplus to the needs of the Commonwealth of Kentucky and vital for downtown private sector development; and,

WHEREAS, the Declarant received information from the City of Frankfort and Franklin County, Kentucky local governments (hereinafter "Local Governments") which explored development possibilities for the area; and,

WHEREAS, the Property was sold via sealed bid public sale through a Request for Bid process with the requirement of the successful bidder to take the necessary steps to develop said land; and,

WHEREAS, the Local Governments assisted in reviewing conceptual plans from bidders to determine if initial development ideas were generally acceptable per current zoning and the master plan with the understanding the successful bidder would be required to go through the formal application process after conveyance of the Property; and,

WHEREAS, the Declarant desires for the Property to be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants, restrictions and conditions set forth in this Declaration, which said covenants, restrictions and conditions shall remain with the land until all conditions are met.

NOW THEREFORE, the Declarant hereby declares that the Property known as Parcel B Block and Parcel C Block and as shown more particularly on Exhibit A shall be subject to the following covenants, restrictions and conditions:

RESTRICTIVE COVENANTS FOR THE PROPERTY AS DETERMINED
BY THE DECLARANT

1. The Property Owner, or its successors and assigns, hereby accepts and agree to abide by these Covenants and Restrictions and further understand this Declaration will be filed in the Franklin County Clerk's office.
2. The Property Owner, or its successors and assigns, understands the Property is subject to existing leases and other legal agreements.
3. The Property Owner, or its successors and assigns, shall be prohibited from selling, exchanging, encumbering or otherwise disposing of any interest in the Property without the prior written consent of the Secretary of the Finance and Administration Cabinet until a release of this Declaration is filed in the Franklin County Clerk's Office.
4. The Property Owner, or its successors and assigns, shall construct a parking garage on the Property with a minimum of 300 spaces. Upon receipt of a Certificate of Occupancy for said garage, this Declaration shall be released of record.
5. The Property Owner, or its successors and assigns, shall adhere to the following conditions for development planning and construction of improvements:
 - a. The Property Owner shall procure all necessary permits and licenses, authorizations and certificates and abide by all applicable statutes, regulations, and ordinances of the United States, the Commonwealth of

Kentucky, the DECLARANT, the Local Governments, and all political subdivisions thereof in which work under this Declaration is performed. The Property Owner shall provide to the DECLARANT, at the DECLARANT's request, copies of any such permits, licenses, authorizations and certificates. The Property Owner is required to complete parking garage with a minimum of 300 spaces by December 2021, which is 2 calendar years from the date of conveyance. Unless otherwise approved by the Declarant, if the parking garage is not completed by December 2021, the property shall transfer back to the Declarant at the current appraised value which shall be determined by an appraiser procured by the Declarant.

- b. The Finance and Administration Cabinet may routinely monitor all construction/renovation work performed by the Property Owner or its agents under the terms of this Declaration until such time this Declaration is released.
- c. These Covenants may not be modified or amended except in writing, duly executed by all parties hereto.
- d. These Covenants shall be binding upon the parties hereto and their successors and assigns and their agents and employees.
- e. The Property to which these Covenants apply is more particularly described as follows:

All according to the Metes and Bounds description and Plat attached hereto and incorporated by reference as "Exhibit A".

- f. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, William M. Landrum III, Secretary of the Finance and Administration Cabinet, as the Declarant, as hereunto set his hand and seal this _____ day of _____, 2019.

DECLARANT:

Commonwealth of Kentucky

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN)

I, the undersigned, certify that the foregoing Restrictive Covenants was produced before me in my said County and State and duly acknowledged and sworn to by _____, as agent for the Commonwealth of Kentucky, this _____ day of _____, 2019.

Notary Public, State-at-Large

My Commission expires: _____

PROPERTY OWNER:

Name: _____

Title: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF FRANKLIN)

I, the undersigned, certify that the foregoing Restrictive Covenants was produced before me in my said County and State and duly acknowledged and sworn to by _____, as agent for Property Owner, this _____ day of _____, 2019.

Notary Public, State-at-Large

My Commission expires: _____

APPROVED:

COMMONWEALTH OF KENTUCKY

Matthew G. Bevin, GOVERNOR

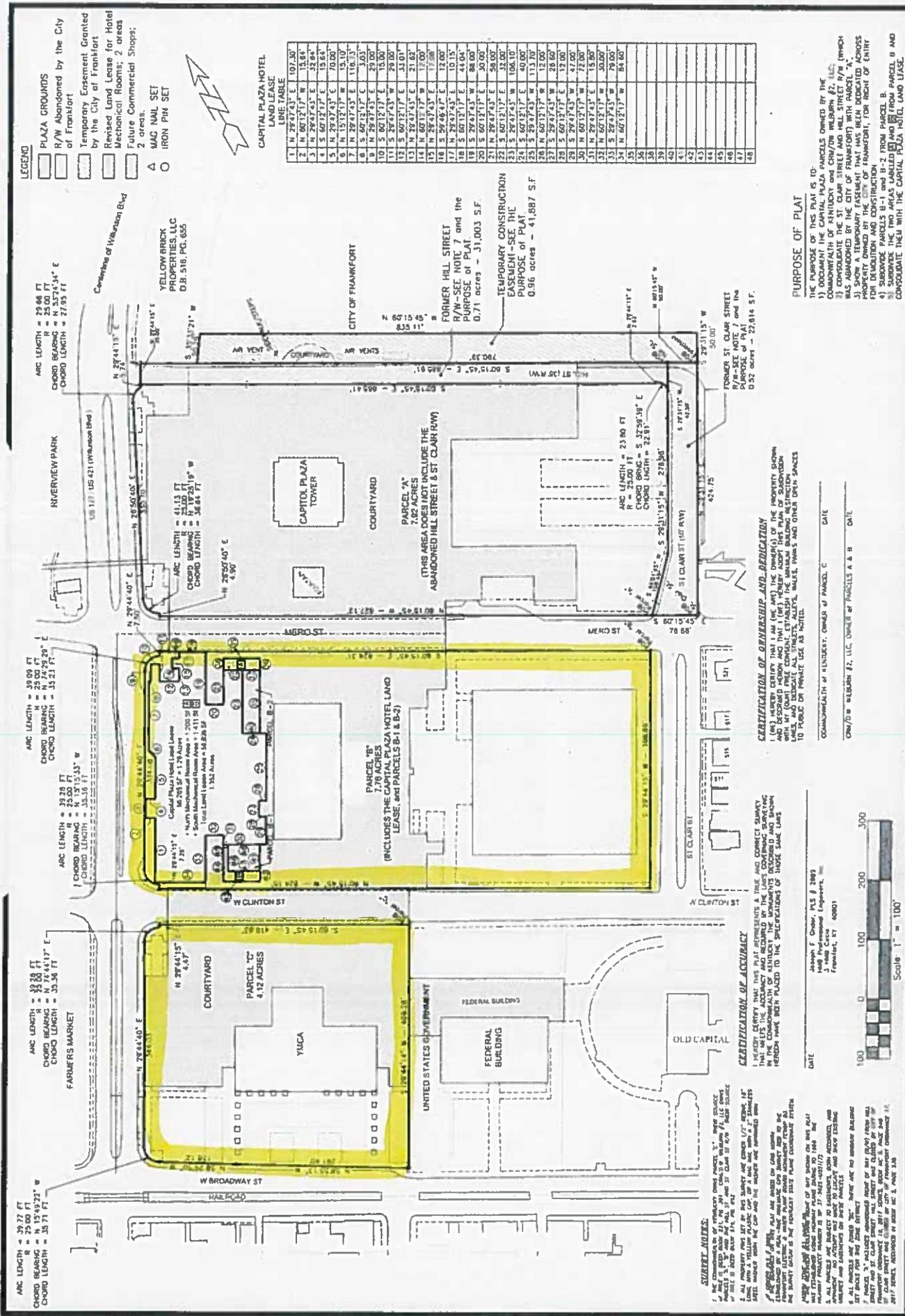
COUNSEL TO GOVERNOR:

This Instrument Prepared By:

Patrick W. McGee, Attorney
Finance and Administration Cabinet
Room 392, Capitol Annex Building
Frankfort, Kentucky 40601
(502) 564-6660

SAMPLE

EXHIBIT A



CAPITAL PLAZA REFERENCE PLAT
 WILKINSON BLVD.
 FRANKFORT, KENTUCKY

DATE OF DESIGN
 DATE OF DESIGN
 DATE OF DESIGN
 DATE OF DESIGN

3 HMB CIRCLE
 FRANKFORT, KENTUCKY
 (502) 692-9810 FAX
 (502) 692-9810 FAX

PROJECT: 2024.00 DATE: FEB 2018
SCALE: 1" = 100'
DESIGNED BY: JAC
DRAWN BY: SAS
CHECKED BY: JAC
RECORD DATE:

DATE: _____

WALTER F. CHRYSLER, PLS. (2003)
 3 HMB Circle
 Frankfort, KY 40601

CERTIFICATION OF ACCURACY

I, [Name], hereby certify that I am the owner of the property shown on this plat and that I have the right to dedicate the same to the public use of the Commonwealth of Kentucky. I hereby dedicate the same to the public use of the Commonwealth of Kentucky and I warrant that the same are not subject to any liens, mortgages, or other encumbrances.

DATE: _____

COMMONWEALTH OF KENTUCKY, OWNER OF PARCELS A & B

CHRYSLER FINANCIAL GROUP, INC., OWNER OF PARCELS A & B

EXHIBIT I

PRELIMINARY PLANNING ACCEPTANCE FORM LETTER

EXHIBIT I

Purchasers for this solicitation for the sale of Parcels B Block and C Block are required to submit a Conceptual Development Plan to the City of Frankfort Planning & Community Development Department prior to submitting their bid to the Commonwealth of Kentucky. The purpose of the Conceptual Development Plan is to allow the Planning Department to review the development proposal and its relationship to the proposed "UM" Urban Mixed Use Zoning Guidelines. Contact for the submittal shall be: Eric Cockley, ecockley@frankfort.ky.gov or 502-352-2100.

Following review, the City's Planning Department designee shall sign EXHIBIT K, attached hereto, reflecting that the Purchaser's Conceptual Development Plan has been reviewed by Planning staff as to appropriateness with the UM Zoning Guidelines. In the event that the Purchaser's Conceptual Development Plan is deemed by the Planning staff as not being consistent with the UM Zoning Guidelines, the Planning staff will provide written comments to the Purchaser, along with a signed EXHIBIT K.

The Conceptual Development Plan should contain, at a minimum, the following:

1. Conceptual Site Layout – the plan should contain a conceptual layout that includes a site layout, any proposed new roadways, building size and locations, land uses, parking facilities.
2. Rendering of the proposed development.
3. Detailed Narrative, explaining how the proposed UM Zoning Guidelines coincide with the Purchaser's proposed development.

Disclaimer: While a Conceptual Development Plan may be deemed appropriate for consideration of UM Zoning by Planning Staff, Purchasers should be aware that a final development plan will have to be reviewed by the City as part of the typical planning review process. Planning staff's determination that a Purchaser's Conceptual Development Plan is appropriate for consideration for UM Zoning Guidelines is NOT synonymous with and does not substitute for any final approvals from the City of Frankfort or the Frankfort/Franklin County Planning commission.

The Commonwealth of Kentucky shall make final determinations regarding the acceptance of a Purchaser's bid and any subsequent award.

EXHIBIT I

Conceptual Development Plan Recommendation of Appropriateness

Potential Bidder's Name:

Date Submitted to the City:

Required Submittals:

1. Conceptual Site Layout
 Submitted Not Submitted
2. Rendering of the Proposed Development
 Submitted Not Submitted
3. Detailed Narrative – explain how proposed development meets UM Zoning Guidelines
 Submitted Not Submitted

Recommendation of Appropriateness Based on Required Submittals:

Eric Cockley, Director
Community and Planning Development
City of Frankfort

Date:

Disclaimer: While a Conceptual Development Plan may be deemed appropriate for consideration of UM Zoning by Planning Staff, Purchasers should be aware that a final development plan will have to be reviewed by the City as part of the typical planning review process. Planning staff's determination that a Purchaser's Conceptual Development Plan is appropriate for consideration for UM Zoning Guidelines is NOT synonymous with and does not substitute for any final approvals from the City of Frankfort or the Frankfort/Franklin County Planning commission.

The Commonwealth of Kentucky shall make final determinations regarding the acceptance of a Purchaser's bid and any subsequent award.

EXHIBIT J

STATEMENT OF PROTECTED DISCLOSURES

City of Frankfort

Capital of Kentucky

815 West Second Street, P.O. Box 697
Frankfort, Kentucky 40602
(502) 875-8500

Where History Is Made Every Day!

Mayor
William I. May, Jr

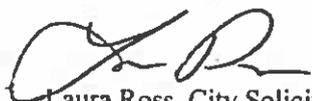
Commissioners
John R. Sower
Scott Tippet
Katriaha Waldrige
Eric E. Whisman

July 18, 2019

STATEMENT OF PROTECTED DISCLOSURES

Per KRS 61.878(1), any private conversations or disclosures of information related to potential Real Estate Transactions, Development Plans or other land use related information which may be a part of a potential future application or submittal to the City of Frankfort Planning & Community Development Department will generally be protected from disclosure under one or more exemptions to the Kentucky Open Records Act. The content of conversations between potential developers or property owners and City Planning Staff are deemed confidential. Any draft development plans, subdivision plats, conceptual renderings etc. that may be shared with Planning staff during confidential discussions are considered preliminary and/ or confidential and protected from disclosure under KRS 61.878(1). Only documentation or material that is submitted along with an official application for review or e-mail correspondence with City Planning Staff or that otherwise achieves official, final status are subject to Open Records scrutiny.

Sincerely,



Laura Ross, City Solicitor
City of Frankfort



Eric Cockley, Director
Planning & Community Development



EXHIBIT K

REQUIRED FORMS

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in Executive Order No. 2018-905.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

**IMPORTANT - THIS SECTION MUST BE READ, SIGNED,
NOTARIZED, AND RETURNED WITH THE PHASE I SUBMISSION:**

**SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115**

All persons having ownership in the offered property shall provide a sworn statement regarding campaign finance laws pursuant to KRS 45A.110 and KRS 45A.115. If the property owner is a corporation or business trust, a duly designated and authorized agent shall complete this required statement. (Please use extra sheets if necessary.)

The undersigned hereby swears or affirms, under the penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or to the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

OFFEROR/OFFEROR:

(Signature)

(Title, if applicable)

(Name of Company, if applicable)

OFFEROR/OFFEROR:

(Signature)

(Title, if applicable)

OFFEROR/OFFEROR:

(Signature)

(Title, if applicable)

(Name of Company, if applicable)

OFFEROR/OFFEROR:

(Signature)

(Title, if applicable)

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT
BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____