



**ADF Statement of Assurances**

**Page Two**

**Source of Title** (Include book and page number of deed):

1. All property required for the capital project or acquired by or through the capital project will be used for public purposes for the life of the property.
2. No encumbrance of any kind will be placed on the project during the life of the project if financed in full with Area Development Funds, unless the project is for industrial development purposes.
3. The beneficiary agency shall:
  - A. Cause work on the project to commence within a reasonable time after receipt of approval.
  - B. Notify the Department for Local Government (DLG) of any delay in completing the project.
  - C. Submit a Project Completion Report, with appropriate support documents, to DLG through the Area Development District within a reasonable time after completion of the project.
  - D. Keep and maintain complete and accurate records of account of all expenditures of the grant monies, which shall be subject to audit by the Commonwealth, for a period of five (5) years after completion of the project; and
  - E. Return promptly any grant monies not required after all costs of the capital project have been paid by the beneficiary agency. Funds shall be returned by check payable to the Kentucky State Treasurer.

It is understood tha the truth of these assurances are essential conditions to the approval of the project by DLG and the expenditure of public money from the fund and that DLG is relying thereon in the approval and implementation of the peojct, and that these assurances are subject to the provisions of KRS 523.100.

IN WITNESS WHEREOF, above assurances are executed by \_\_\_\_\_  
(Beneficiary Agency)

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

COMMONWEALTH OF KENTUCKY

County of \_\_\_\_\_

\_\_\_\_\_  
(Chief Executive Officer)

The undersigned County Clerk, in and for the Commonwealth of Kentucky aforesaid, hereby certifies that the foregoing Statement of Assurances was this day ledged in my office to be, and has been, recorded in \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_.

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(County Clerk)

**ADF Statement of Assurances**

**Page Three**

**This Instrument was prepared by:**

\_\_\_\_\_ ADD Staff Member

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Return Recorded Instrument to:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Granting Party:**

**ADD:** \_\_\_\_\_

Area Development Fund

**Name:** \_\_\_\_\_

**STATE OF KENTUCKY**

**COUNTY OF** \_\_\_\_\_

I, the undersigned Notary Public in and for the State and County aforesaid, hereby certify that the foregoing was produced to me in said County and State by \_\_\_\_\_, personally known to me to be the Program Director mentioned in the foregoing, and that the Executive Director acknowledged before me the execution of said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, witness by signature and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_