

LEASE AGREEMENT BY AND BETWEEN
THE FAYETTE COUNTY PUBLIC SCHOOLS AND THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2016, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, Party of the First Part, of 701 East Main Street, Lexington, Kentucky 40502, and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government, Party of the Second Part, of 200 East Main Street, Lexington, Kentucky 40507.

WITNESSETH:

The Party of the First Part does hereby lease to the Party of the Second Part, the premises hereinafter described, for the period of one (1) year, automatically renewable, annually for a period of five (5) years to and including calendar year 2021 hereof and covenants to keep party of the Second Part in quiet possession of the premises during said term. The said property is to be used a public golf course and for other recreational purposes and not otherwise. The premises are described as follows, to-wit:

Being all of that parcel of land known as 360 Wilson Downing Road, Lexington, Kentucky 40517, identified as the same on the Final Record Plat recorded in Plat Cabinet L. Slide 947, in the Fayette County Clerk's Office; consisting of 27.57 acres, together with any and all improvements located or hereafter constructed thereon, as well as all appurtenances, rights, privileges and easements thereon.

In consideration whereof, the party of the second part binds itself to pay for the same the sum of One (\$1.00) Dollar, per term of the lease, payable in advance and to take good care of the premises and return the same at the expiration of said term, in as good order as received, ordinary wear and tear expected.

The following additional stipulations are hereby declared to be a part of this lease:

1. That the period of this Lease Agreement is from the date of execution of this agreement through December 31, 2016, automatically renewable for five (5) additional years to and including December 31, 2021.
2. Either party may terminate this Lease Agreement upon thirty (30) days written notice to the other party of a desire to terminate same and the posting of such a notice by either party to the other, postage prepaid in the United States mail, shall be sufficient to terminate the same thirty (30) days from the date upon which the written notice was mailed.
3. The within described premises shall not be underlet, unless with written permission of the party of the First Part.

4. The party of the Second Part shall not permit the existence of a nuisance on said premises, nor shall it commit waste upon the within premises.
5. The party of the First Part shall have free access to the premises herein for the purpose of examining or exhibiting the same or to make any needful alterations of said premises.
6. If the Party of the Second Part determines that the road leading to the property requires resurfacing and/or seal coating, the parties hereto shall share the cost equally.
7. This lease, at the option of the party of First Part, shall be void and forfeited in case of any covenant herein being violated by the party of the Second Part.
8. This lease shall supersede all prior leases regarding this property between the parties hereto.

All notices due under this Lease Agreement shall be sent to the parties at the following addresses:

Superintendent of Schools
Fayette County Public Schools
701 East Main Street
Lexington, Kentucky 40502

Lexington-Fayette Urban County Government
Commissioner of General Services
200 East Main Street, 4th Floor
Lexington, KY 40507

IN WITNESS WHEREOF, the Party of the First Part has placed the hands of its Duly authorized officers as authorized by the Board of Education by a resolution duly authorized at the ____ day of _____, 2016, meeting of the Board of Education and the Party of the Second Part has placed the hand of its duly authorized Mayor as authorized by the Lexington-Fayette Urban County Council by a resolution duly authorized at the _____, 2016, meeting of the Urban County Council, to this Lease Agreement on the day and year first *above* written.



Emmanuel Caulk, Superintendent
Fayette County Public Schools

Date

M.R. T.G./27/16

Jim Gray, Mayor,
Lexington, KY

Date