

LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into this _____ day of _____, 2011, by and between PILGRIM BAPTIST CHURCH, whose mailing address is 541 Jefferson Street, Lexington, Kentucky 40508 ("Lessor") and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 ("Lessee").

WITNESSETH:

1. **Premises.** For and in consideration of the rental to be paid and the covenants to be performed by Lessee, Lessor does hereby lease and demise unto Lessee the exclusive use of all parking spaces contained within the real property described in Exhibit "A", which is attached hereto and made a part hereof, together with all existing improvements thereon, if any, all rights and appurtenances thereto and all rights of ingress and egress pertaining thereto subject to the terms and conditions of this Lease Agreement.

2. **Term.** The initial term of this Lease Agreement shall be for a period of one (1) year, commencing on September 1, 2011 and ending on August 31, 2012, with two yearly automatic renewals, ending August 31, 2014, unless terminated by either party subject to appropriations of the Urban County Council.

3. **Rental.** During the term of this Lease Agreement, Lessee shall pay Lessor rent in the sum of One Thousand Dollars (\$1,000.00) per year for each year of the Lease Agreement. The rental payment shall be made on or before June 1 of each year. In the event this Lease Agreement is cancelled, pursuant to Paragraph 4 or 10, the Lessor will refund to the Lessee, on a pro-rata basis, the rent paid in advance.

4. **Termination.** Notwithstanding the provisions of Paragraph 10 hereof, it is expressly agreed that either Lessor or Lessee may cancel this Lease Agreement at any time by giving the other party hereto written notice of cancellation not less than ninety (90) days prior to such date of cancellation.

5. **Use and Title.** Lessee shall have the right to use the demised premises for parking. Lessee shall not use the premises for any other purpose without first obtaining the written approval of Lessor. Lessee shall promptly comply with all valid regulations, orders, ordinances and laws of legally constituted authorities applicable to the use and occupancy of the leased premises. Lessor warrants and represents to Lessee that Lessor has full right and lawful authority to enter in this Lease Agreement. Lessee shall have and hold quiet and peaceable use and possession of the leased premises during the entire lease term and any extensions thereof. The Pilgrim Baptist Church will retain exclusive rights to parking in the lot on Sunday mornings and at other special Church

events as needed and will notify Lessee in advance of the special events so that Lessee may post notice in a timely manner that public parking is prohibited.

6. **Lessee Obligations.** Lessee will install a new gate, clean fence row and repair the fence. Lessee will install new Kentucky Utility lease lights on the property and pay the monthly rent on the lights. Lessee will install gravel prior to using the premises for parking. Lessee will maintain the property including trash pickup, ongoing fence maintenance, and mow the property as needed.

7. **Purchase Option.** Lessor agrees to provide a first right of refusal on any sale of the property during the term of the lease to Lessee.

8. **Covenant Against Liens.** If, because of any act or omission of Lessee, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Lessor or against the leased premises or any portion thereof, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after written notice from Lessor to Lessee of the filing thereof; and Lessee shall indemnify and hold harmless Lessor against and from all costs, liabilities, suits, penalties, claims and demands resulting therefrom.

9. **Taxes.** All real estate taxes or assessments levied against the leased premises and improvements thereon during the lease term shall be paid by Lessor. Lessee shall pay all taxes levied against any equipment or other property that it may install or have located on the leased premises.

10. **Condemnation.** The parties understand and agree that in the event the leased premises or a part thereof sufficient to interfere with the purpose for which said premises are used, as Lessee shall in its sole discretion determine, shall be condemned, appropriated, or otherwise taken by right of eminent domain, Lessee shall have the right to terminate this Lease Agreement on thirty (30) days prior notice to Lessor and, in the event of such cancellation, Lessee agrees to waive and release any and all right to share in or participate in such condemnation award or payment.

11. **Default.** In the event Lessee shall be declared a bankrupt, be placed in receivership, or take advantage of any law for the relief of debtors; or if the Lessee should default in the performance of any covenant or condition of this Lease Agreement (including the payment of any rental installment due hereunder) and such default is not cured or removed within thirty (30) days after service of a written notice of default upon Lessee; then in any such event Lessor shall have the right and option to terminate this Lease Agreement to reenter the leased premises, to evict Lessee and to remove Lessee's possessions; all without being deemed guilty of any trespass and without prejudice to any claim by Lessor for damages for breach of covenant or for arrears of rent.

In the event that Lessor or Lessee waives a default by the other party, such waiver shall not be construed as or deemed to be a continuing waiver of any subsequent breach or default on the part of either party.

12. **Holding Over.** In the event Lessee continues to occupy the leased premises after the last day of the lease term, and Lessor elects to accept rental payments thereafter, a tenancy from month to month shall be created, with monthly rental in the sum of Eight-Four Dollars (\$84.00) being due and payable on or before the first day of each month, and upon the other terms and conditions existing on the last day of the lease term as herein provided.

13. **Enforcement.** In the event either party resorts to judicial proceedings to enforce any right under this Lease Agreement or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings.

14. **Notices.** Any notice given hereunder shall be in writing and shall be sent certified or registered mail, postage prepaid to the following respective addresses unless an alternative address is furnished in writing. Any notice mailed in accordance with this section shall be deemed to have been given at the time it is deposited in the mail.

Pilgrim Baptist Church
541 Jefferson Street
Lexington, Kentucky 40508

Lexington-Fayette Urban County Government
Division of Parks and Recreation
Attention: Jerry Hancock, Director
469 Parkway Drive
Lexington, Kentucky 40507.

15. **Right to Sublease.** Lessee shall have no right to sublease the subject property or assign this Lease Agreement without first obtaining the prior written consent of Lessor.

16. **Miscellaneous Terms.** Wherever the words 'Lessor' and "Lessee" appear in this Lease Agreement, they shall include the parties and their respective heirs, devisees, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.

ATTEST:

SUSAN LAMB, COUNCIL CLERK

LESSEE:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: JIM GRAY, MAYOR

PILGRIM BAPTIST CHURCH

BY: John M. Smith
Clerk MEMBER
Church

COMMONWEALTH OF KENTUCKY)

COUNTY OF Fayette)

The foregoing Lease Agreement was subscribed and acknowledged before me by
John M. Smith, as Member, for and on behalf of Pilgrim Baptist Church,
on this the 16 day of October, 2011.

My commission expires: 8/23/2015

Omer L. Cowherd
NOTARY PUBLIC, KY, STATE-AT-LARGE



EXHIBIT "A"
TO LEASE AGREEMENT
BETWEEN

PILGRIM BAPTIST CHURCH

AND

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

FOR

603 WEST FIFTH STREET

LEXINGTON, KENTUCKY

TRACT II

All that lot of land in the City of Lexington, County of Fayette and State of Kentucky, described as follows: Beginning at a point in the North side of Fifth street 94 feet West of Jefferson Street and corner to the Belt Railway; thence with Fifth Street Westerly 104 feet to the line of what was formerly Carrithers & Beard's Stock Yard property; thence along said property 243 feet to the corner of the property formerly belonging to James Haverley; thence along the Haverley property 104 feet to the right-of-way of the Belt Railway; thence along said railway 243 feet to Fifth Street Extended, the point of beginning.

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