

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made and entered into this _____ day of _____, 2021 by and between the **NEW LEXINGTON CLINIC, P.S.C.** ("the Clinic"), which has its primary place of business at 1221 South Broadway, Lexington, Kentucky 40504 ("Lessee"), and the **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government pursuant to KRS 67A, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter called "LFUCG" or "Lessor"), 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") (collectively, the "Parties" or individually, a "Party").

WHEREAS, LFUCG's Picadome Parking lot, located at 469 Parkway drive, Lexington, Kentucky, for the benefit of the public; and,

WHEREAS, the Clinic wishes to make additional parking spaces available for its staff and customers;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth below, Lessee agrees to lease from Lessor, the Spaces and the non-exclusive use of all driveways, ramps, entrance ways, walkways and any other portion of the Premises reasonably necessary for Lessee's full enjoyment of the Spaces, on the terms and conditions set forth below.

- I. **TERM.** The Agreement shall be for a period of ten (10) years, beginning on June 30, 2021, and ending June 30, 2031. Either party may terminate this Agreement, for any reason, with a two (2) year written notice.

- II. **RENT.** In consideration of the right to use up to thirty-five (35) parking spaces in the Picadome Parking Lot ("the Parking Lot"), located at 469 Parkway Drive, Lexington, KY 40504, and identified on Exhibit B, for staff and customer parking, the Lessee agrees to pay Lessor the annual rent as specified in Exhibit A. The rental payments shall be made at the Lessor's notice address in Section V in advance on or before first (1st) day of each month.

- III. **TERMS OF USE.**
 - a. The Clinic shall not park vehicles, or allow its staff or customers to park vehicles, in the Parking Lot overnight or for multiple consecutive days.
 - b. The Clinic shall not use the Parking Lot for any purpose other than the parking of customer and staff vehicles.
 - c. The Clinic will establish a regular cleaning schedule for the portion of the Parking Lot available to its staff and customers and will further provide a proper disposal container for cigarettes at the egress point between the Clinic and the parking lot for use of the Clinic's customers and staff.

- IV. **BREACH & EARLY TERMINATION**
 - a. Should either party breach any term of this Agreement, the other may give the party in breach written notice that this Agreement shall be terminated sixty (60) days therefrom, unless the breach is remedied in that time.
 - b. LFUCG reserves the right to cancel the Agreement with forty-eight (48) hours advance notice should it reasonably conclude that such is necessary to protect the health and safety of the public or to protect the Parking Lot from significant damage.

Initials
Owner *SC*
Tenant *[Signature]*

- c. Should the Agreement be terminated early as provided herein, neither party shall be entitled to any form of compensation or damages related to the loss of use of the parking spaces. This clause does not apply to any property damage caused by The Clinic or any of its employees or agents.

V. LIABILITY & INDEMNIFICATION

- a. The Clinic shall defend, indemnify and hold LFUCG, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damage arising out of the performance of this Agreement. In no event shall LFUCG's indemnification act as a waiver of any defense, immunity or damage limitations otherwise available to it, including sovereign immunity.

VI. INTERPRETATION AND APPLICATION

- a. This Agreement constitutes the entire Agreement between parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them other than those herein set forth.
- b. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of the Agreement.
- c. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.
- d. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Kentucky. Any action arising, in whole or in part, from or in connection with this Agreement, shall be brought in Fayette County, Kentucky.
- e. This Agreement may only be modified by a writing signed by both parties.
- f. This Agreement, having been negotiated in good faith between the parties, shall not be construed against one party or the other.
- g. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership or joint venture between the parties.
- h. Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of any third party.
- i. This Agreement may not be assigned without the written permission of both parties. Where permitted, this Agreement shall bind and inure to the benefit of the parties' successors and assigns.
- j. Any notice or communication required to be provided under the terms of this agreement shall be directed, if to LFUCG, as follows:

LFUCG, Division of Parks & Recreation
Attn: Monica Conrad, Director
469 Parkway Drive
Lexington, Kentucky 40504

And

New Lexington Clinic, P.S.C.

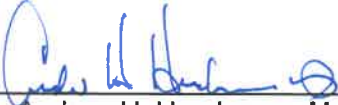
Initials
Owner SK
Tenant AKA

Attn: Chief Financial Officer
1221 South Broadway
Lexington, KY 40504

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

NEW LEXINGTON CLINIC, P.S.C.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: 
Andrew H. Henderson, M.D.,
Chief Executive Officer

By: _____
Linda Gorton, Mayor

Date: 4-6-21

Date: _____

Initials
Owner SL
Tenant ASH

EXHIBIT A
Lexington Clinic Rent Schedule

Period	Total # of Spaces	Unit Cost (\$/Month)	Rate Increase Factor (%)	Adjusted Rate (\$/Space /Month)	Annual Total (\$/Yr.)	Monthly Payment (\$/Month)	Comment
Yr. 1	35	\$35.00	0%	\$35.00	\$14,700.00	\$1,225.00	No increase in rates for the first 4 years.
Yr. 2	35	\$35.00	0%	\$35.00	\$14,700.00	\$1,225.00	No increase in rates for the first 4 years.
Yr. 3	35	\$35.00	0%	\$35.00	\$14,700.00	\$1,225.00	No increase in rates for the first 4 years.
Yr. 4	35	\$35.00	0%	\$35.00	\$14,700.00	\$1,225.00	No increase in rates for the first 4 years.
Yr. 5	35	\$35.00	2%	\$35.70	\$14,994.00	\$1,249.50	The end of the base term. Annual increase from CPI to end of contract.
Yr. 6	35	\$35.00	2%	\$36.41	\$15,293.88	\$1,274.49	Single year automatic renewal (*) including the rate increase.
Yr. 7	35	\$35.00	2%	\$37.14	\$15,599.76	\$1,299.98	Single year automatic renewal (*) including the rate increase.
Yr. 8	35	\$35.00	2%	\$37.89	\$15,911.75	\$1,325.98	Single year automatic renewal (*) including the rate increase.
Yr. 9	35	\$35.00	2%	\$38.64	\$16,229.99	\$1,352.50	Single year automatic renewal (*) including the rate increase.
Yr. 10	35	\$35.00	2%	\$39.42	\$16,554.59	\$1,379.55	Single year automatic renewal (*) including the rate increase.

NOTE: CPI of 2% only used to estimate annual rate increases

Initials
Owner SL
Tenant MMH

EXHIBIT B
Parking Lot Ariel View



Initials
Owner *[Signature]*
Tenant *[Signature]*
5