

## LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY (“Board of Education”) and the FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION (“Finance Corporation”) both of which have a mailing address of 1126 Russell Cave Road, Lexington, Kentucky 40505 (collectively “Licensor”) and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT which has a mailing address of 200 East Main Street, Lexington, Kentucky 40507 (“LFUCG” or “Licensee”).

WHEREAS, the Board of Education and LFUCG previously entered into two agreements (the first dated May 5, 1975 and the second dated January 27, 1977) relating to the development and maintenance on Board of Education properties of school and community recreational facilities pursuant to the provisions of KRS 160.293, which agreements remain in full force and effect; and

WHEREAS, the Finance Corporation is an agency, instrumentality and constituted authority of the Board of Education and, as such, legal title to the hereinafter named school properties was conveyed to the Finance Corporation in connection with the issuance of various school building revenue bonds but equitable title and exclusive use and occupancy of said properties remains vested in the Board of Education pursuant to the terms and provisions of the contracts of lease and rent evidencing said bond issues; and

WHEREAS, LFUCG is developing a way-finding/fitness route project with the goal of incentivizing residents to become more physically active and improve their health

by walking and biking more in their neighborhoods and, as part of that project, has developed a map of preferred routes for walking and biking with post-mounted signs to be placed along said route; and

WHEREAS, LFUCG has requested that the Board of Education allow it to place the aforesaid signs on the school properties known as Deep Springs Elementary School and Bryan Station High School which school properties, in the judgment of LFUCG, have fairly good pedestrian connectivity; and

WHEREAS, the Board of Education is willing to cooperate in providing community recreation services pursuant to the aforementioned agreements.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensor grants to Licensee this License to erect one of the aforesaid signs on each of the aforesaid school properties. This License is subject to the following terms and conditions:

1. This License is entered into pursuant to the provisions set forth in the aforesaid agreements dated May 5, 1975 and January 27, 1977, respectively and in the event of any conflict between the terms of those agreements and the terms of this License then the terms of those agreements shall prevail except that the parties specifically agree that the signs erected pursuant to this License shall remain the property of Licensee.

2. The design, dimensions, wording, placement and replacement of each sign installed under this License shall receive the prior approval of the Board of Education before being installed.

3. Licensee shall be responsible for the maintenance, repair and upkeep of each sign.

4. In the event a particular sign interferes with the future use of a school site by Licensor, upon thirty (30) days notice from Licensor, Licensee agrees to move said sign, at its expense, to a new location acceptable to Licensor.

5. This License as a whole or as it relates to a particular school site, shall be cancelable by either party upon sixty (60) days written notice to the other, but it shall remain in effect until so cancelled.

6. The rights of Licensee under this License are personal and may not be assigned or transferred to any other person or entity without the prior, written consent of Licensor.

7. Licensee shall indemnify Licensor against all claims for damage to property or injury to third persons resulting from or arising out of the installation, maintenance, use, repair or upkeep of the signs.

8. Upon removal or relocation of any sign Licensee shall restore Licensor's property to the condition it was in before the inception of this License, ordinary wear and tear excepted.

9. The parties agree that this License shall not be recorded in the Fayette County Clerk's Office.

In Witness Whereof, the parties have placed their hands to this instrument this the day and year first above written.

BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY

By: \_\_\_\_\_  
Stephanie Spires, Chairperson

FAYETTE COUNTY SCHOOL  
DISTRICT FINANCE  
CORPORATION

By: \_\_\_\_\_  
Stephanie Spires, President

LEXINGTON-FAYETTE URBAN  
GOVERNMENT

By: \_\_\_\_\_  
Linda Gorton, Mayor