

## **LEASE**

This LEASE is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **STEEL CURTAIN HOLDINGS, LLC**, a Kentucky Limited Liability Company, having its principal office at PO BOX 25104, Lexington, Kentucky 40524 ("Lessor") and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government created pursuant to KRS 67A, having its principal office at 200 East Main Street, Lexington, Kentucky 40507 ("Lessee").

### RECITALS

A. Lessor is the record owner of the property known and designated as 443 Southland Drive, Lexington, Fayette County, Kentucky, by virtue of the deed dated February 12, 2016, and of record in Deed Book 3375, Page 592 in the Office of the Fayette County Clerk.

B. Lessee is an Urban County Government created pursuant to KRS 67A, who desires to place garbage and recycling receptacles for public use upon the parking lot on the property located at 443 Southland Drive, in the locations marked in Exhibit A.

NOW, THEREFORE, in consideration of the Leased Premises and the further consideration hereinafter provided, the parties hereto agree as follows:

### SECTION 1

#### LEASED PREMISES AND TERM

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain real property designated in Exhibit A, upon the parking lot of the property located at 443 Southland Drive ("Leased Premises").

B. The Lessee shall use the Leased Premises solely to house garbage and recycling facilities for public use.

C. The term of this Lease shall commence on the first of October, 2022, at 12:01 a.m. ("Commencement Date") and end on the thirtieth day of October, 2023, at 11:59 p.m., unless sooner terminated as provided herein.

D. This Lease may be renewed on a month to month basis thereafter upon the same monthly rent and terms and conditions applicable to the initial term of this Lease. During any such renewal term, the phrase "Lease Term" or "term of this Lease" or similar phrases as used in this Lease shall be deemed to include such renewal term and any prior renewal terms.

E. The Lessor and Lessee have the right to terminate this Lease without cause. Termination shall be effective sixty (60) days from the receipt of written notice of intent to terminate,

with rent continuing to be due monthly during the sixty (60) day period.

## SECTION 2

### RENTAL PAYMENTS AND UTILITIES

A. Rental Payments. During the term of the Lease, Lessee shall pay to the Lessor as rent, in consideration for the use and occupancy of the Leased Premises, Three Thousand Six Hundred Dollars (\$3,600.00) per year. Upon invoice by Lessor, payment shall be made in monthly installments to ENTER WHERE TO PROVIDE RENT, by mail or in person.

B. Utilities. Lessee shall not be required to pay any amount for utilities, as no utilities will be used by the Lessee as part of its activities under this Lease.

## SECTION 3

### LESSEE'S OBLIGATIONS

A. Lessee agrees to use the Leased Premises for the purpose provided in Section 1.

B. Lessee has inspected the real property and improvements comprising the Leased Premises, or has had an opportunity to do so, and agrees to accept the same "as is" without any agreements, representations, understandings or obligations on the part of the Lessor to perform any alterations, repairs or improvements except as expressly provided herein and in any separate agreement that may be signed by the parties.

C. Lessee agrees to comply with any and all rules and policies established by Lessor or its authorized representatives that do not conflict with this Lease.

D. Lessee agrees to service its garbage and recycling facilities located on the Leased Premises according to its normal schedule, accepting only those items that are allowable under existing policies and procedures.

E. Upon termination of the Lease, the property will be returned to the Lessor in as good a condition as it is in as of the date of the Lease, subject to reasonable wear and tear. It shall be returned to the Lessor free of trash, debris, and other personal property.

## SECTION 4

### LESSOR'S OBLIGATIONS

A. Lessor shall, at its own expense, keep the Leased Premises in good and sanitary condition, working order and repair. This shall include including removing garbage and debris from around the garbage and recycling facilities on the Leased Premises.

B. Lessor shall comply with all laws and regulations relating to the Leased Premises

and its use.

## SECTION 5

### LESSOR'S REPRESENTATIONS AND WARRANTIES

Lessor hereby makes the following representations and warranties to Lessee:

A. The execution, delivery and performance of this Lease and any documents relating hereto have been duly authorized by all necessary parties. Lessor has full power and authority to enter into this Lease and to consummate the transactions contemplated hereby. Neither the execution of this Lease, nor the consummation of any transaction contemplated herein, violates any contract or agreement to which Lessor is a party.

B. Lessor owns good and marketable fee simple title to the Leased Premises subject only to easements and restrictions of record which do not impair the Lessee's intended use of the premises.

C. To Lessor's knowledge, there does not now exist in, on or under the Leased Premises any flammable explosives, radioactive materials, hazardous waste, toxic substances or any other regulated substances or materials including, but not limited to, asbestos.

D. The Leased Premises is not subject to any leases, written or oral, which shall extend beyond the Commencement Date that would interfere with the use contemplated herein.

E. If any of these conditions is not as warranted and Lessor is unable to correct the problem within a reasonable time, Lessee may terminate this lease without notice, notwithstanding the provisions of Sections 1 or 9.

## SECTION 6

### RISK OF LOSS/RELEASE AND INDEMNIFICATION

A. To the extent permitted by law, and without waiving the defense of sovereign immunity as to claims by third parties, Lessee shall indemnify, defend, and hold harmless Lessor and its employees, officers, directors, members, and agents, from and against any and all claims, damages, liabilities, costs and expenses, resulting from any act or omission by Lessee or its employees, personnel, officers, and agents arising out of the performance of this Lease. Nothing contained herein shall require Lessee to indemnify Lessor from or against any and all claims, damages, liabilities, costs, and expenses resulting from, in whole or in part, the actions of the Lessor, its employees, officers, directors, members, agents, and contractors, under this Lease, including, but

not limited to, removal of garbage and debris as provided in Section 4.

B. All personal property of the Lessee, its officers, employees, or agents, in and on said Leased Premises, shall be and remain at their sole risk, and Lessor shall not be liable to them for any damage to, or loss of, such personal property arising from theft or from any act of negligence of any other persons, or from any other cause whatsoever. Lessor shall not be liable to Lessee for the interruption of Lessee's business or activities in any way, by reason of fire or other casualty, regardless of fault.

#### SECTION 7

##### DAMAGE OR DESTRUCTION OF PROJECT

A. In the event of a partial destruction of the Leased Premises during the term hereof such partial destruction shall in no manner annul or void this Lease, provided, however, the rent or other charges to be paid hereunder shall be equitably abated or reduced as to the unusable portion of the Leased Premises during the period of repair. If repairs cannot be made within sixty (60) days but corrective action has been instituted within such period and diligently pursued, the Lease shall remain in effect, as set out herein. In the event of total destruction, this Lease may be terminated at the option of Lessee; provided, nothing herein shall require Lessor to rebuild any portion of the Leased Premises in the event of total destruction.

#### SECTION 8

##### EVENTS OF DEFAULT

The occurrence of any of the following events will constitute an Event of Default under the Lease:

- A. Failure by the Lessee to pay the rental amount;
- B. Failure by the Lessee to perform any other obligation on its part to be performed or observed pursuant to the Lease for a period of thirty (30) days after written notice by the Lessor to the Lessee specifying such failure and requesting that it be remedied; provided, however, that if such failure be such that it cannot be corrected within such period, it shall not constitute an event of default hereunder if corrective action is instituted by the Lessee within such period and diligently pursued until such failure is corrected; or
- C. Failure by the Lessor to perform any other obligation on its part to be performed or observed pursuant to the Lease for a period of thirty (30) days after written notice by the Lessee to the Lessor specifying such failure and requesting that it be remedied; provided, however, that if

such failure be such that it cannot be corrected within such period, it shall not constitute an event of default hereunder if corrective action is instituted by the Lessor within such period and diligently pursued until such failure is corrected.

#### SECTION 9

##### REMEDIES UPON EVENT OF DEFAULT

A. Whenever any Event of Default by Lessee shall have occurred and be continuing, the Lessor may exercise any one or more of the following remedies:

1. Take whatever action at law or in equity as may appear necessary or desirable to collect the rental payments then due and thereafter to become due or to enforce performance and observance of any obligation of the Lessee under the Lease;

2. Terminate the Lease as provided in Section 1;

3. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

B. Whenever any Event of Default by Lessor shall have occurred and be continuing, the Lessee may exercise any one or more of the following remedies:

1. Remove all garbage and debris around the garbage and recycling facilities at its own expense, which shall act as a credit toward the amount of rent due under Section 2;

2. Take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of any obligation of the Lessor under the Lease;

3. Terminate the lease as provided in Section 1;

4. No remedy herein conferred upon or reserved to Lessee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

#### SECTION 10

## NOTICES

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as follows:

Lexington-Fayette Urban County Government  
Division of Waste Management  
675 Byrd Thurman Drive  
Lexington, Kentucky 40510  
Attn: Tracey Thurman, Director

Steel Curtain Holdings, LLC  
PO Box 25104  
Lexington, Kentucky 40524  
Attn: Doug Tackett

The parties may by notice designate any further or different addresses to which notices or other communications shall be sent.

### SECTION 11

#### AMENDMENT

No amendment to the Lease shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

### SECTION 12

#### BINDING EFFECT

The Lease shall be binding upon the parties hereto and upon their respective successors and assigns.

### SECTION 13

#### SEVERABILITY

If any part of this Lease is for any reason held to be invalid, the rest of it remains fully valid and enforceable. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable for any reason, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced in a manner consistent with the Parties' intent as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 14  
GOVERNING LAW

The Lease will be governed and construed in accordance with the law of the Commonwealth of Kentucky.

SECTION 15  
SHORT FORM

Lessor, at Lessee's request, shall execute a short form of this Lease for recording in the Fayette County Clerk's Office.

SECTION 16  
DRAFTING

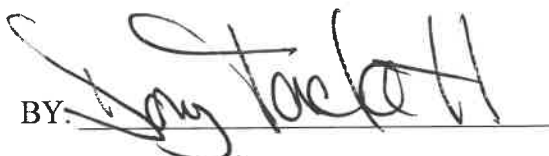
The Parties have participated jointly in the negotiation and drafting of this Lease and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates hereinafter set forth:

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

STEEL CURTAIN HOLDINGS, LLC

BY:   
Its: member