

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 _____
Tenant MLA
1

- 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 _____
Tenant MLC

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: 5/28/2021

Initials
Owner
Tenant AW
3

**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
Tenant 

EXHIBIT B
Parking Lot Ariel View



Initials
Owner
Tenant AWA
5



TO: Linda Gorton, Mayor
Urban County Council

FROM:  (for Comm. Conrad)
Monica Conrad, Commissioner, General Services (Acting)

CC: Jamshid Baradaran, Director Facilities & Fleet Management
Sandra Lopez, Administrative Office Senior, General Services

DATE: April 19, 2021

SUBJECT: Authorization to approve lease agreement with the New Lexington Clinic

Request:

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with New Lexington Clinic, P.S.C. to lease thirty five (35) spaces at the Picadome parking lot for a period of 10 years from June 30, 2021 to June 30, 2031.

Purpose of Request:

Authorization to execute a Lease between LFUCG Division of Parks and Recreation and New Lexington Clinic, P.S.C. providing additional parking for Clinic staff in the Picadome parking lot.

What is the cost in current and future years?

The cost for this FY is: Revenue \$1,225.00

The cost for next FY is: Revenue \$14,700.00

Are the funds budgeted?

Funding Source: Revenue 1101-011001-0001-42181

File #: 0422-21

Director/Commissioner:



MAYOR LINDA GORTON



LEXINGTON

MONICA CONRAD
COMMISSIONER
GENERAL SERVICES

1140 Harry Sykes Way Special Services Permit

Upon request of: **FAYETTE COUNTY EXTENSION DISTRICT BOARD**

Date: **April 1, 2021**

Address: **1140 Harry Sykes Way, Lexington, Kentucky 40504**

Phone: **(859) 257-5582**

Permission is hereby granted to **FAYETTE COUNTY DISTRICT EXTENSION BOARD** (hereinafter the "Organization") for use of approximately 4.48 acres of land located adjacent to the building located at 1140 Harry Sykes Way, Lexington, Kentucky 40504. Land is owned by **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** (hereinafter LFUCG) and part of the larger tract known as 1135 Harry Sykes Way.

The Organization shall provide a written schedule of planned activities for the upcoming fiscal year (no later than May 15th each year) for review and internal notification by the Department of General Services. All amendments to the schedule shall be submitted in writing to the Department of General Services, 200 E Main Street, Lexington, KY 40507 at least thirty (30) days prior to the change whenever possible. In any event, all changes in scheduling shall be made as soon as possible in order to prevent LFUCG scheduling conflict(s).

This agreement shall become effective starting on July 1, 2021 and run through June 30, 2026. Should neither party object in writing, the term shall automatically renew each year thereafter for up to five (5) additional one (1) year terms, unless written notice of cancellation is provided at least 30 days in advance by either party. Full contract will expire June 30, 2031.

The Organization will use the property for Organization sponsored activities.

The Organization activities shall be governed by the rules set forth by the LFUCG Department of General Services.

1. Permit is specific to only those activities listed as provided by the Organization and shall take place on the date and time(s) as agreed upon.
2. Permit is granted on condition that the Organization activity does not conflict with an LFUCG function in which event the Grantee agrees to forgo the use of the property, providing advance notification is given by LFUCG.
3. Intoxicated persons and/or alcohol are not permitted on the premises.
4. No money or tickets can be exchanged or collected on premises, and permits shall not be used for any charitable venture which will be accepting donations on the premises.
5. The exchange of gifts or awarding of trophies that are a natural part of the activity will be permitted.

6. Permit is for the specific space, identified above, and does not include supplies, equipment, table coverings, mowing, marking, etc., that may be required to utilize the space.
7. The permit holder shall release, absolve, indemnify, save and hold harmless, the Lexington Fayette Urban County Government, and their agents and employees, from and against liability, claims, and demands on account of personal injuries (including, without limitation to the foregoing, workmen's compensation and death claims) or property loss or damage loss or damage of any kind whatsoever, to the permit holder or any individual(s) who is injured at the function for which the facility/property is being used, which arise out of or be in any manner connected with the performance of this contract, regardless of whether such injury, loss, or damage shall be caused by, or be claimed to be caused by, the negligence of the permit holder or of the Lexington Fayette Urban County Government, or by any of their agents or employees, or by accident or otherwise. Nothing in this Agreement shall be deemed a waiver of any defense permitted to LFUCG by law, including but not limited to sovereign immunity.
8. The permit holder shall surrender possession of all said premises and all parts thereof to the LFUCG Department of General Services in as good condition as said premises were first occupied by the permit holder.
9. Person obtaining permit (must be 21 years or older) is responsible for group's conduct and respect for facility/property. This includes responsibility for all minors engaged or otherwise present at the activity. Any violation of these rules and regulations could result in not being issued further use permits and charges for damages will be assessed.
10. A Comprehensive General Liability Policy, including Host Liquor Liability, in the amount of \$1,000,000. CSL shall be obtained to provide coverage for any and all activities conducted on the property. This policy shall be written by a company Best rated a minimum of A VIII and authorized to write business in the Commonwealth of Kentucky and proof must be provided showing LFUCG and its' agents and employees as an Additional Insured.
11. All LFUCG buildings are non-smoking facilities.

Special requirements: _____

Comments: _____

TOTAL CHARGE: \$ 1.00 annually (Entire balance must be paid in full prior to inception of this permit)

X *Linda Gorton*
 LFUCG (*Linda Gorton, Mayor*)

DATE: *5/28/2021*

The undersigned agrees to the terms of this agreement as outlined by the LFUCG Department of General Services.

X *[Signature]*
 Fayette County Extension District Board (*authorized signature*)

DATE: *4-7-21*

Aerial of Special Services Permit Land for Fayette County Extension Center

